CITY OF ONTARIO

Regular City Council/Housing Authority Meeting
FEBRUARY 17, 2026

City Hall
303 East B Street, Ontario, CA 91764

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

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

WELCOME TO A MEETING OF THE ONTARIO CITY COUNCIL

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

Anyone wishing to speak in person during public comment or on a particular item will be required to fill out a blue slip. Blue slips must be turned in prior to public comment beginning or before an agenda item is taken up. The Clerk will not accept blue slips after that time.

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

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

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

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

ACCOMMODATIONS

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

ORDER OF BUSINESS

The regular City Council and Housing Authority meeting begins at 6:00 p.m., followed by 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.

PLEDGE OF ALLEGIANCE

Mayor pro Tem Wapner

INVOCATION

Ontario Police Chaplain Mark Ortiz

SPECIAL CEREMONIES

ONTARIO POLICE CHIEF RETIREMENT CEREMONY

PUBLIC COMMENTS 6:30 P.M.

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

An opportunity for further Public Comment may be given at the end of the meeting. Under provisions of the Brown Act, Council is prohibited from taking action on oral requests. As previously noted -- if you wish to address the Council, fill out one of the blue slips at the rear of the chambers and give it to the City Clerk.

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

AGENDA REVIEW/ANNOUNCEMENTS

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

CONSENT CALENDAR

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

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1. BILLS & PAYROLL

Bills January 16, 2026 through January 29, 2026, and Payroll December 28, 2025 through January 10, 2026.

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

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

ATTACHMENT: Exhibit A - Location Maps.pdf
ATTACHMENT: 2026 Spring Paving - Hardy _ Harper - Draft Contract.pdf

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

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PDCA25-003, A DEVELOPMENT CODE AMENDMENT REVISING AND CLARIFYING CERTAIN PROVISIONS OF CHAPTERS 2.0 (ADMINISTRATION AND PROCEDURES), 4.0 (PERMITS, ACTIONS, AND DECISIONS), 5.0 (ZONING AND LAND USE), 6.0 (DEVELOPMENT AND SUBDIVISION REGULATIONS), 7.0 (HISTORIC PRESERVATION), 8.0 (SIGN REGULATIONS), AND REFERENCES (REFERENCE G: LANDSCAPE DESIGN AND CONSTRUCTION GUIDELINES) OF THE CITY OF ONTARIO DEVELOPMENT CODE, AND MAKING FINDINGS IN SUPPORT THEREOF.

ATTACHMENT: 20260217_PDCA25-003_Dev_Code_Amendment_ORD_RM.docx
ATTACHMENT: 20260217 Attachment A PDCA25-003 Dev Code Amendment Redline Text.pdf

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

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

ATTACHMENT: Ontario - CONFIRE Loan Agreement-c1.docx

5. PROFESSIONAL SERVICE AGREEMENTS FOR ON-CALL ARCHITECTURAL SERVICES

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

ATTACHMENT: Frederick Fisher and Partners- PSA.docx
ATTACHMENT: Garavaglia- PSA.docx
ATTACHMENT: Omgivning- PSA.docx
ATTACHMENT: Page and Turnbull- PSA.docx
ATTACHMENT: Thirtieth St- PSA.docx

6. AUTHORIZE THE PURCHASE OF FLEET VEHICLES

That the City Council take the following actions:

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

ATTACHMENT: PB Loader Contract 050625-SOURCEWELL.pdf
ATTACHMENT: City of Ontario complete pricing for 3 Mack LRe 4 axle - Amrep ASL and 60kw Heliox charger 10-22-25.pdf
ATTACHMENT: 2027MY 12965_ONTARIO_F-650 BIN CLEANING TRUCK_SOURCEWELL.pdf

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

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

ATTACHMENT: Amendment to Sports Facilities Management Professional Services Agreement.pdf

8. FY 2025-26 MID-YEAR BUDGET UPDATE

That the City Council take the following actions:

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

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

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

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

ATTACHMENT: FY 2025-26 Mid-Year Budget Update Report_EXHIBIT A.pdf
ATTACHMENT: 20260217_Resolution_Updating_Authorized_Deputy_City_Treasurers_02_RESO-_Local_Agency_Investment_Fund_RM.docx
ATTACHMENT: 20260217_Resolution_Updating_Authorized_Deputy_City_Treasurers_03_RESO-_City_Funds_RM.docx
ATTACHMENT: Reimbursement Resolution Declaring Intention to Issue Bonds RESO 02172026.docx

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

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

ATTACHMENT: CentiMark Contract Draft.pdf

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

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

ATTACHMENT: 20260217 Amendment to PSA with Stoel Rives for Legal Services ^01 AGMT.pdf

11. AN AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH RAFTELIS FINANCIAL CONSULTING INC. FOR WATER AND SEWER FINANCIAL COST ANALYSES

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

ATTACHMENT: 20260217 Raftelis Financial Inc. PSA_Amend No. 1_02.pdf

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

That the City Council adopt an Ordinance adopting a Military Equipment Use Policy.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADOPTING A MILITARY EQUIPMENT USE POLICY PURSUANT TO GOVERNMENT CODE §§ 7070, ET. SEQ.

ATTACHMENT: Exhibit B OPD 481 Military List 2026 01 01.pdf
ATTACHMENT: AB_481_ORD_2026_RM.docx
ATTACHMENT: Exhibit A(1) Policy 704 Remote Controlled Unmanned Ground Vehicle.pdf
ATTACHMENT: Exhibit_A_2__Policy_708_Military_Equipment.pdf

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

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

ATTACHMENT: Attachment A-Willdan Engineering Proposal 2026.pdf
ATTACHMENT: Willdan_Amendment_2.pdf

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

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

ATTACHMENT: Attachment A- BPR - Estimate for Services 12.2025-6.2027.pdf
ATTACHMENT: BPR_Amendment_2.pdf

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

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, TO CONFIRM THE APPOINTMENT OF POLICE CHIEF.

ATTACHMENT: Police_Chief_Salary_Approval_RESO_2026_RM.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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16. A PUBLIC HEARING TO CONSIDER A DEVELOPMENT CODE AMENDMENT, FILE NO. PDCA26-001, REVISING AND CLARIFYING CERTAIN PROVISIONS OF THE CITY OF ONTARIO

DEVELOPMENT CODE

That the City Council introduce and waive further reading of an Ordinance Approving File No. PDCA26-001, a Development Code Amendment revising and clarifying certain provisions of Chapter 5.0 (Zoning and Land Use) of the City of Ontario Development Code.

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

ATTACHMENT: 20260217 File No. PDCA26-001^01 PC Back-up.pdf
ATTACHMENT: 20260217_PDCA26-001_Dev_Code_Amendment_ORD_RM.docx
ATTACHMENT: Attachment A - Chapter 5 - Section 5.03.395 Temporary and Interim Land Uses, Buildings, and Structures.pdf

ADMINISTRATIVE REPORTS/DISCUSSION/ACTION

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

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, WITHDRAWING A QUALIFIED REFERENDUM MEASURE (PROTESTING THE DIVERSIFIED PACIFIC DEVELOPMENT AGREEMENT) FROM AND CANCELLING THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, JUNE 2, 2026.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, WITHDRAWING A QUALIFIED REFERENDUM MEASURE (PROTESTING THE EMPIRE GROVES SPECIFIC PLAN) FROM AND CANCELLING THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, JUNE 2, 2026.

ATTACHMENT: Resolution_Cancelling_Special_Municipal_Election_on_June_2__for_Referendum_Measure_-_Development_Agreement_with_Diversified_Pacific-c1_RM.docx
ATTACHMENT: Resolution_Cancelling_Special_Municipal_Election_on_June_2__for_Referendum_Measure_-_Empire_Groves_Specific_Plan-c1_RM.docx

STAFF MATTERS

City Manager Ochoa

COUNCIL MATTERS

Mayor Leon

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

ADJOURNMENT

CITY OF ONTARIO *Agenda Report* **February 17, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Jose Aguilar Department: Public Works Prepared By: Tricia Maruki Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Khoi Do, Andrea Ampig, Bonnie Tam Approved By: 	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 2

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

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

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

FISCAL IMPACT: The proposed construction contract with Hardy & Harper, Inc. is in the amount of $1,399,000 plus a 10% contingency of $139,900 for a total not-to-exceed contract amount of $1,538,900. The Fiscal Year 2025-26 Adopted Budget includes appropriations in the Community Development Block Grant (CDBG), Road Maintenance and Rehabilitation Account (RMRA-SB1) and Measure I funds for the construction of the 2026 Spring CDBG Pavement Rehabilitation Project.

BACKGROUND & ANALYSIS: The 2026 Spring CDBG Pavement Rehabilitation Project is located along two streets, including: Vineyard Avenue from Holt Boulevard to G Street (ST2608 and GR_ST2608) and Turner Avenue from Inland Empire Boulevard to Fourth Street (ST2607). A project location map is provided for reference as Exhibit A. The general scope of work to be performed under this construction contract consists of grinding and removal of damaged pavement,

placement of new asphalt pavement, curb ramps, and various other furnishings necessary to complete the improvements as described in the Plans and Specifications. These improvements are expected to extend the lifespan of the streets by 15 years. In November 2025, the City solicited bids for Bid No. 1958 and six bids were received. The following is a summary of the bid results:

COMPANY	**LOCATION**	**AMOUNT**
Hardy & Harper, Inc.	Lake Forest, California	$1,399,000
Onyx Paving Company, Inc.	Yorba Linda, California	$1,424,000
Sequel Contractor, Inc.	Santa Fe Springs, California	$1,497,055
R.J. Noble Company	Orange, California	$1,523,945
All American Asphalt	Corona, California	$1,549,949
Icpaving & Sealing, Inc.	Escondido, California	$1,714,895

Hardy & Harper, Inc., of Lake Forest, California, is the apparent low bidder that met all the required specifications with a base cost of $1,399,000. Based on the credentials and favorable reference checks, Staff recommends awarding a construction contract to Hardy & Harper, Inc. for the 2026 Spring CDBG Pavement Rehabilitation Project.

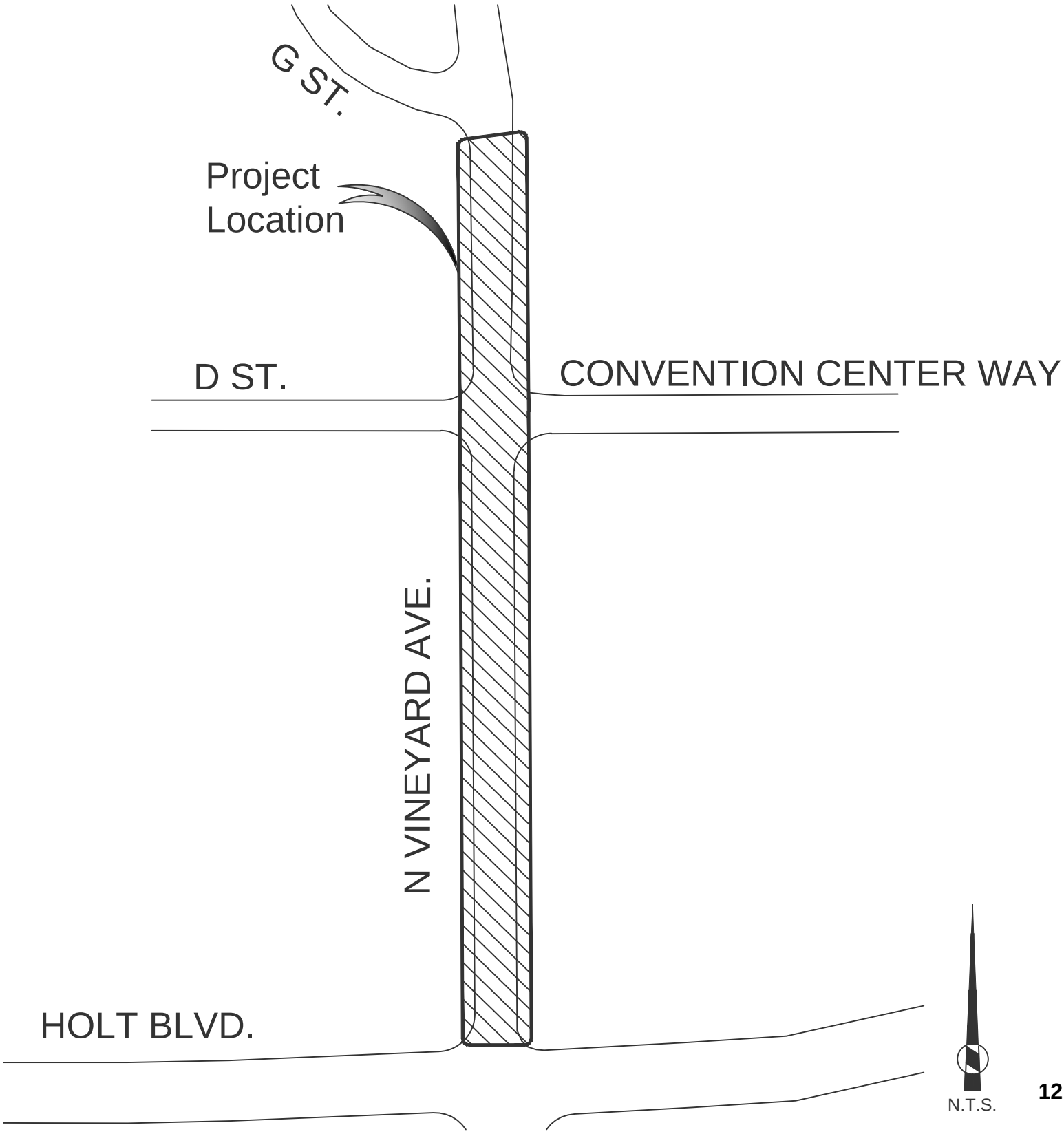
ENVIRONMENTAL REVIEW: The environmental impacts of this project were reviewed and Staff determined that the Project is categorically exempt from the requirements of the California Environmental Quality Act pursuant to Section 15301 (Class 1, Existing Facilities) of the California Environmental Quality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

VINEYARD AVENUE

PAVEMENT REHABILITATION

Project No. ST2608 & GR_ST2608

HOLT BLVD. TO G ST.

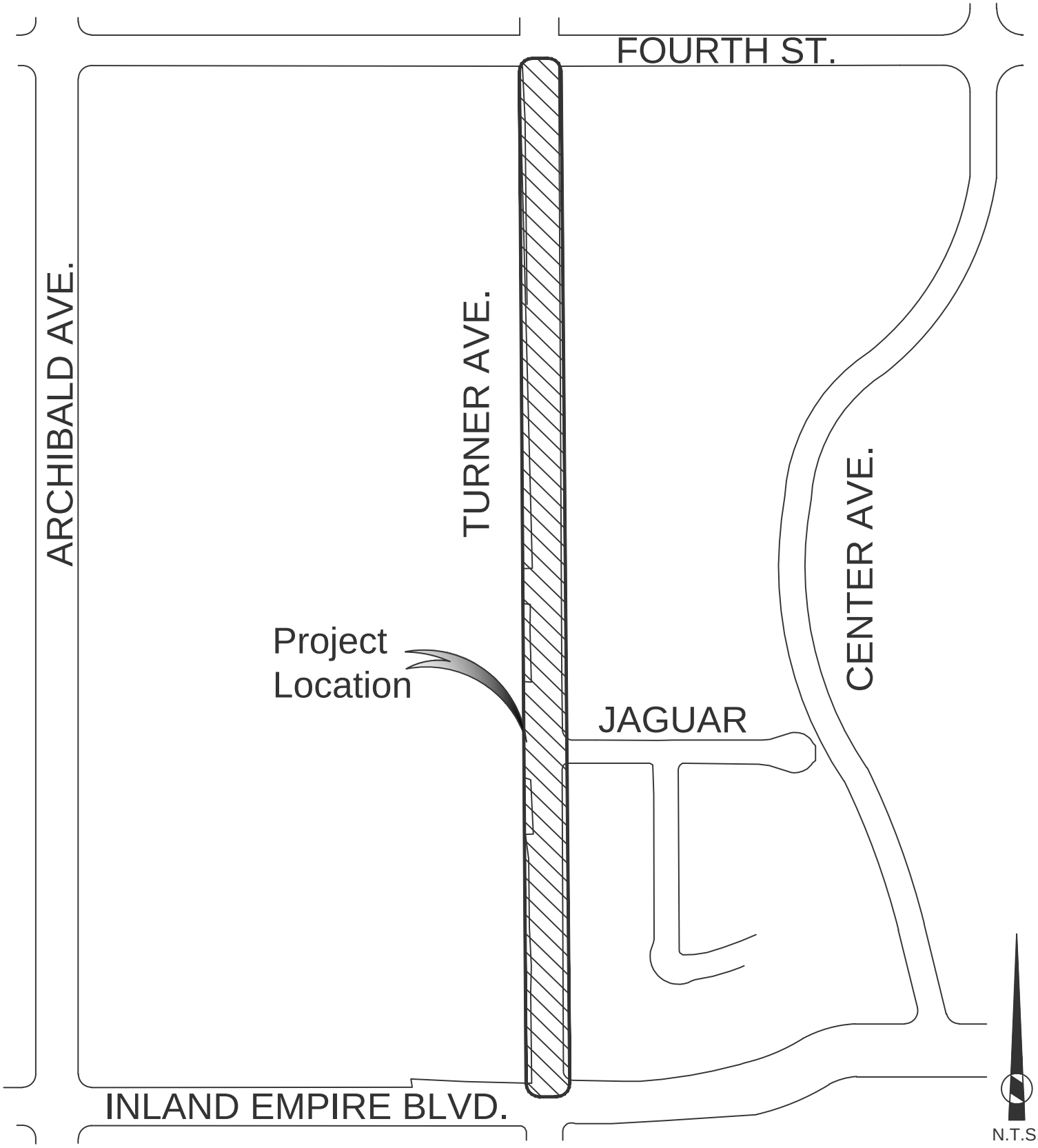


TURNER AVENUE

PAVEMENT REHABILITATION

Project No. ST2607

INLAND EMPIRE BLVD. TO FOURTH ST.



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

MAYOR
PAUL S. LEON

MAYOR PRO TEM
ALAN D. WAPNER

COUNCIL MEMBERS
DEBRA PORADA
JIM W. BOWMAN
DAISY MACIAS

CITY CLERK
SHEILA MAUTZ

CITY TREASURER
JAMES R. MILHISER

CITY MANAGER
SCOTT OCHOA

SECTION 00500
CONTRACT

THIS CONTRACT is entered as of _____, in the County of San Bernardino, State of California, by and between the City of Ontario, hereinafter called City, and **Hardy & Harper, 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:

2026 SPRING CDBG PAVEMENT REHABILITATION PROJECT

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

ARTICLE 2. **TIME FOR COMPLETION**. Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **Fifty (50) Working Days** from the commencement date stated in the Notice to Proceed, herein after the Contract Time. By its signature hereunder, Contractor agrees the Contract Time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. **CONTRACT PRICE**. The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **One million three hundred ninety-nine thousand Dollars ($1,399,000)**, hereinafter the Contract Price. Payment shall be made as set forth in the General Conditions.

ARTICLE 4. **LIQUIDATED DAMAGES**. The Contractor acknowledges that the City will sustain actual damages for each and every day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City's actual damages. Accordingly, as provided in Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of **$4,200** for each and every calendar day of delay in completing the Work beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event the

Liquidated Damages are not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not affect the City's rights to other damages or remedies specified in the Contract Documents or allowed by law.

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

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

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

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

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

- Applicable Local Agency Standards and Specifications, as last revised
- Federal Requirements (If Applicable)
- Any other documents contained in or incorporated into the Contract

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

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

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

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

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

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

CITY OF ONTARIO

By: _____
Scott Ochoa
City Manager

ATTEST:

By: _____
Sheila Mautz, City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

Hardy & Harper, Inc.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

END OF CONTRACT

CITY OF ONTARIO *Agenda Report* **February 17, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Planning Prepared By: Thomas Grahn Staff Member Presenting: Rudy Zeledon, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 3

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

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

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

FISCAL IMPACT: There is not a direct fiscal impact associated with this action.

BACKGROUND & ANALYSIS: On December 16, 2025, the City Council introduced and waived further reading of an Ordinance approving the Development Code Amendment. The Development Code (Ontario Municipal Code Title 9) provides the legislative framework for the implementation of The Ontario Plan, which states long-term principles, goals, and policies for guiding the growth and development of the City in a manner that achieves Ontario's vision, and promotes and protects the public health, safety, comfort, convenience, prosperity, and welfare of its citizens. Staff has initiated certain clarifications and revisions to the City of Ontario Development Code that are necessary to adjust and clarify various provisions of the Development Code. The proposed Development Code Amendment is included as Attachment A (Proposed Development Code Amendment), and is comprised of certain clarifications and revisions generally described as follows:

Development Code Chapter 2.0 establishes Administration and Procedures for implementing the Development Code. Proposed amendments include revising the Review Matrix table (Table 2.02-1), under B. Discretionary Permits and Actions to add 13. allowing the Planning Director to approve Minor Adjustments/Alterations in the CCS (Convention Center Support Commercial) zoning district

in the Ontario Sports Empire.

Development Code Chapter 4.0 establishes Permits, Actions, and Decisions for legislative, discretionary, and ministerial acts. Proposed revisions at 4.02.020.d. allow Minor Adjustments/Alterations in the CCS (Convention Center Support Commercial) zoning district in the Ontario Sports Empire.

Development Code Chapter 5.0 establishes Zoning and Land Use standards for implementing the Development Code and include:

- Revise Division 5.02 – General Land Use Provisions, Table 5.02-1: Land Use Matrix to include:
    - Under Waste Management and Remediation Services for both Waste Transfer Facilities and Household Hazardous Waste Collection Facility, add a note identifying that the "Use shall be allowed only when established as part of a publicly operated city yard facility."
    - Under Food Services and Drinking Places for Drinking Places Other Than Bars, Cocktail Lounges, and Taverns (GFA both +/- 10,000 SQ Ft), and Bars Cocktail Lounges, Nightclubs and Taverns, and Other Similar Facilities (GFA both +/- 5,000 SQ FT) add a note identifying that the "Use shall be allowed within the Ontario Sports Empire ancillary to restaurant and concession uses and subject to approval of an AUP (Administrative Use Permit)."
- Amend Division 5.03 – Supplemental Land Use Regulations to add criteria at 5.03.025.H for Entertainment Zones. The purpose of Entertainment Zones is to create areas within the City where people can buy open container drinks (alcoholic drinks "to-go") from local bars, restaurants, wineries, and breweries and enjoy them outside in common spaces like plazas, sidewalks, and streets during certain hours.
- Revise Division 5.03 – Supplemental Land Use Regulations at 5.03.150.E to revise the maximum sign area for menu signs at 36 SF each.
- Amend Division 5.03 – Supplemental Land Use Regulations at 5.03.150.G to revise conditional use permit process for upscale hotels.
- Revise Division 5.03 – Supplemental Land Use Regulations at 5.03.403 E.2. to clarify that a site likely qualifies as being in a single-family residential zone if the general plan designation or zoning classification allows single-family uses as a primary use and multiple-family uses are prohibited, consistent with Senate Bill 9 and Senate Bill 450.

Development Code Chapter 6.0 establishes development and subdivision regulations for all development types. Proposed revisions correct internal references at 6.02.025.C.1 and 6.02.025.C.2.

Development Code Chapter 7.0 establishes Historic Preservation regulations. Proposed revisions at Section 7.01.030(B)(1) allow the mitigation fee to be paid prior to the issuance of any permit for demolition or subject to the terms of an agreement approved by the City Manager and recorded against the property.

Development Code Chapter 8.0 establishes Sign Regulations and identifies size and location criteria for the installation of signs within the City. Proposed revisions include at Section 8.01.020 include:

- Revise 8.01.020.F.2 to increase the maximum sign area from 20 to 30 percent, and to allow for any other modification deemed appropriate by the Planning Director.
- Revise 8.01.020.F.2.b to reflect the Sign Program's contribution to the overall design quality of the site.
- Amend 8.01.020.F.2.c to identify that approval of the sign program will not be detrimental to the public health, safety or welfare, or be materially injurious to properties or improvements in the vicinity.
- Revise 8.01.020.F.2.d to identify that any sign program deviation from the Sign Matrix table is consistent with any applicable specific plan or planned unit development.

The Reference section includes reference documents applicable to various sections of the Development Code. Proposed revisions apply to Reference G at G.01.003.U to add that "Projects that are adjacent to Southern California Edison (SCE) easement areas shall coordinate with SCE to obtain a permit for non-irrigated hydroseeding within the easement."

Any provisions proposed for deletion are shown in red strikeout text (~~abcdefg~~) and all additions are shown in blue underlined text (abcdefg).

In considering the Development Code Amendment at their meeting on November 25, 2025, the Planning Commission conducted a public hearing and voted 4-0 to recommend the City Council consider and approve File No. PDCA25-003, pursuant to the facts and reasons contained in the staff report and attached Ordinance.

ENVIRONMENTAL REVIEW: The proposed Development Code Amendment is exempt from the requirements of the California Environmental Quality Act (CEQA) and the Guidelines promulgated thereunder, pursuant to Section 15061(b)(3) of the CEQA Guidelines, in that the activity is covered by the commonsense exemption (general rule) that CEQA applies only to projects that have the potential for causing a significant effect on the environment. (*Muzzy Ranch Co. v. Solano County Airport Land Use Comm'n* (2007) 41 Cal.4th 372, 380.) Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Per the Supreme Court's ruling in *Muzzy Ranch*, the application of the commonsense exemption is decided based on whether record evidence supports the exemption, and no further evaluation by the City is required. The City need not engage in detailed or extensive fact-finding to make this determination as long as there is substantial evidence "appropriate to the CEQA stage in issue." (*Muzzy Ranch*, 41 Cal.4th at 388.) Specifically:

a. The proposed amendment to Table 2.02-1: Review Matrix, B. Discretionary Permits and Actions would add No. 13., which authorizes the Planning Director to approve Minor Adjustments/Alterations in the CCS (Convention Center Support Commercial) zoning district in the Ontario Sports Empire. The proposed amendment is procedural in nature, as it would only allow for approval of such Minor Adjustments/Alterations by the Planning Director rather than the Zoning Administrator. Further, the Planning Director's decision, just as is the case currently with the Zoning Administrator's decision, would be subject to appeal. As such this amendment has no potential for causing a significant effect on the environment; and
b. The proposed amendment to Section 4.02.020: Departures from Development Standards

(Minor Adjustment/Alterations and Variances) would add 4.02.020.C.2.d to allow the Planning Director to approve Minor Adjustment and Alterations in the CCS (Convention Center Support Commercial) zoning district in the Ontario Sports Empire with regard to building setbacks, separation requirements, and encroachment of balconies into street facing setbacks. Any such decision by the Planning Director would be subject, prior to approval, to environmental review as part of an development plan application, and would be appealable. As such this amendment has no potential, by itself, result in a significant effect on the environment; and

c. The proposed amendment would modify Table 5.02-1: Land Use Matrix to require the inclusion of a notice for Waste Management and Remediation Services, Waste Collection, for Waste Transfer Facilities and for Household Hazardous Waste Collection Facility use that identified that the "Use shall be allowed only when established as part of a publicly operated city yard facility." This amendment is procedural in nature as it would only require the provision of a written notice. As such this amendment has no potential for causing a significant effect on the environment; and
d. The proposed amendment would modify Table 5.02-1: Land Use Matrix to include Food Services and Drinking Places, Drinking Places, for Drinking Places Other Than Bars, Cocktail Lounges, and Taverns (GFA both +/- 10,000 SQ Ft), and for Bars Cocktail Lounges, Nightclubs and Taverns, and Other Similar Facilities (GFA both +/- 5,000 SQ FT) to provide that the "Use shall be allowed within the Ontario Sports Empire ancillary to restaurant and concession uses and subject to approval of an AUP." The proposed amendment is procedural in nature, as it would only require the issuance of an Administrative Use Permit (AUP) by the Planning Director rather than a Conditional Use Permit (CUP) by the Planning Commission. The substantive standards for review and granting an AUP and a CUP are the same, and the Planning Director's decision, just as the Planning Commission's decision, is appealable. As such this amendment has no potential for causing a significant effect on the environment; and
e. The proposed amendment would modify Section 5.03.025: Alcoholic Beverage Sales to add 5.03.025.H for the establishment of Entertainment Zones within established commercial areas within the City to allow, if authorized by Section 23039.5 of the California Business and Professions Code, the purchase of open container drinks from local bars, restaurants, wineries, and breweries for consumption in common spaces like plazas, sidewalks, and streets during limited hours. The proposed amendment does not permit development of any kind or reduce any existing limitations on development. As such this amendment has no potential for causing a significant effect on the environment; and
f. The proposed amendment modifies Section 5.03.150: Drive-Thru Facilities to revise 5.03.150.E Signs to revise the maximum sign area for menu signs at 36 SF each so that the text of Chapter 5.0 is consistent with the sign area permitted in Table 8.01-1: Sign Regulation Matrix. This is a procedural amendment to ensure consistency throughout the Development Code and does not increase the permitted maximum sign area. As such this amendment has no potential for causing a significant effect on the environment; and
g. The proposed amendment would provide, via Section 5.010.150G, that Section 5.03.250 does not apply to full-service upscale hotels. Section 5.03.230 prohibits kitchens, kitchenettes, and other cooking facilities in guestrooms; requires no fewer than 6 guest rooms; requires a conditional use permit accompanied by a market feasibility report; and requires certain minimum amenities. The current requirement for a conditional use permit via submission of a market feasibility report is procedural, not physical, in nature a market feasibility report is

only an informational document submitted to the City. The removal of this requirement will not permit or limit development. Further, proposed Section 5.010.150G would impose similar, if not more significant development requirements on "full-service upscale hotels" beyond those currently contained in Section 5.03.250. Specifically, Section 5.010.150G would define a "full-service upscale hotel" as lodging establishment that provides a comprehensive range of on-site amenities and guest services that extend beyond standard overnight accommodations. Further, and at a minimum, Section 5.0101.150G, would require that full-service upscale hotels provide: on-site dining facilities and at least 4 of the following amenities and services: a bar or lounge, room service, meeting or event space, fitness center, spa services, concierge service, guest laundry, and valet service. As such, this amendment would not result in a significant change from the existing development requirements of Code section 5.03.250, and has no potential for causing a significant effect on the environment; and

h. The proposed amendment to Section 5.03.403.E.2 would ensure consistency Senate Bill 9 (SB 9) and Senate Bill 450 (SB 450), by clarifying that, where single-family uses are permitted as a primary use in a zone and multiple-family uses are prohibited, that zone is eligible for SB9 and SB 450 applications. The proposed amendment conforms with State law, and does not permit development of any kind or reduce any existing limitations on development. As such this amendment has no potential for causing a significant effect on the environment; and
i. The proposed amendment modifies Section 6.02.025 to correct typographical inconsistencies regarding references in Section 6.02.025.C.1 and Section 6.02.025.C.2. This is a procedural amendment to ensure consistency throughout the Development Code. As such this amendment has no potential for causing a significant effect on the environment; and
j. The proposed amendment would modify the timing of payment of the Historic Preservation Mitigation Fee required by Section 7.01.030.B.1 to allow the fee to be paid prior to the issuance of any permit for demolition, "or subject to the terms of an agreement approved by the City Manager and recorded against the property." The Amendment is procedural in nature, pertaining only to the timing of an already mandated payment, and has no potential for causing a significant effect on the environment; and
k. The proposed amendment would modify Section 8.01.020 Sign Standards for Sign Programs to add criteria for the approval of a Sign Program. Currently Sign Programs are approved by the Planning Director and this proposed amendment would allow the Planning Director to approve modification to Sign Program when it is deemed appropriate for the building and site context, and will not be detrimental to properties or improvements in the vicinity. This approval, like all Planning Director approvals, would be subject to appeal. The Amendment has no potential for causing a significant effect on the environment; and
l. The proposed amendment would modify Section G.01.003.U to provide that "Projects that are adjacent to SCE easement areas shall coordinate with SCE to obtain a permit for non-irrigated hydroseeding within the easement." This amendment is procedural in nature as it would only require project to seek permits from other agencies. As such this amendment has no potential for causing a significant effect on the environment.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PDCA25-003, A DEVELOPMENT CODE AMENDMENT REVISING AND CLARIFYING CERTAIN PROVISIONS OF CHAPTERS 2.0 (ADMINISTRATION AND PROCEDURES), 4.0 (PERMITS, ACTIONS, AND DECISIONS), 5.0 (ZONING AND LAND USE), 6.0 (DEVELOPMENT AND SUBDIVISION REGULATIONS), 7.0 (HISTORIC PRESERVATION), 8.0 (SIGN REGULATIONS), AND REFERENCES (REFERENCE G: LANDSCAPE DESIGN AND CONSTRUCTION GUIDELINES) OF THE CITY OF ONTARIO DEVELOPMENT CODE, AND MAKING FINDINGS IN SUPPORT THEREOF.

WHEREAS, THE CITY OF ONTARIO (Applicant) has initiated an Application for the approval of a Development Code Amendment, File No. PDCA25-003, as described title of this Ordinance (hereinafter referred to as Application or Project); and

WHEREAS, the City of Ontario Development Code (Ontario Municipal Code Title 9) provides the legislative framework for the implementation of The Ontario Plan, which establishes long term principals, goals, and policies for guiding the growth and development of the City in a manner that achieves Ontario's vision, and promotes and protects the public health, safety, comfort, convenience, prosperity, and welfare of its citizens; and

WHEREAS, the Development Code Amendment is of citywide impact, affecting approximately 50 square miles (32,022 acres) of land, which is generally bordered by Benson Avenue and Euclid Avenue on the west; Interstate 10 Freeway, Eighth Street, and Fourth Street on the north; Etiwanda Avenue and Hamner Avenue on the east; and Merrill Avenue and the San Bernardino County/Riverside County boundary on the south; and

WHEREAS, certain clarifications and revisions to the City of Ontario Development Code are proposed, generally described as follows:

(1) Amend Chapter 2.0: Administration and Procedures, Division 2.02 – Application Filing and Processing, to amend Table 2.02-1: Review Matrix, B. Discretionary Permits and Actions to add No. 13. that authorizes the Planning Director to approve Minor Adjustments/Alterations in the CCS (Convention Center Support Commercial) zoning district in the Ontario Sports Empire.

(2) Revise Chapter 4.0: Permits, Actions, and Decisions, Division 4.02 – Discretionary Permits and Actions to amend Section 4.02.020: Departures from Development Standards (Minor Adjustment/Alterations and Variances) to add 4.02020.C.2.d to allow Minor Adjustment and Alterations in the CCS (Convention Center Support Commercial) zoning district in the Ontario Sports Empire to permit a reduction in

the minimum building setback and separation requirements, and an encroachment of balconies into a required street facing setback.

(3) Revise Chapter 5.0 (Zoning and Land Use) to include:

a. Revise Division 5.02 – General Land Use Provisions, Section 5.02.010: Allowed Land Use Activities and Facilities, Table 5.02-1: Land Use Matrix to include:

i. Waste Management and Remediation Services, Waste Collection, for Waste Transfer Facilities and for Household Hazardous Waste Collection Facility, add a note for each use identifying that the "Use shall be allowed only when established as part of a publicly operated city yard facility."

ii. Food Services and Drinking Places, Drinking Places, for Drinking Places Other Than Bars, Cocktail Lounges, and Taverns (GFA both +/- 10,000 SQ Ft), and for Bars Cocktail Lounges, Nightclubs and Taverns, and Other Similar Facilities (GFA both +/- 5,000 SQ FT) add a note for each use identifying that the "Use shall be allowed within the Ontario Sports Empire ancillary to restaurant and concession uses and subject to approval of an AUP."

b. Amend Division 5.03 – Supplemental Land Use Regulations, Section 5.03.025: Alcoholic Beverage Sales to add 5.03.025.H for Entertainment Zones to include.

i. Purpose. The purpose of this Chapter is to establish a process by which to create Entertainment Zones within the City of Ontario, as authorized by Section 23039.5 of the California Business and Professions Code, where people can buy open container drinks (alcoholic drinks "to-go") from local bars, restaurants, wineries, and breweries and enjoy them outside in common spaces like plazas, sidewalks, and streets during certain hours for the purposes of creating active, commercial corridors, catalyze broader economic stimulus and ensure equitable program benefits while making Ontario a vibrant cultural hub.

ii. Definitions. For the purposes of this Chapter, the following definitions shall apply:

1. *ABC*. Means the California Department of Alcoholic Beverage Control.

2. *Entertainment Zone*. Has the meaning set forth in Section 23039.5 of the California Business and Professions Code, as may be amended from time to time.

3. *Entertainment Zone Event*. Means an event or activation which occurs within the boundaries of an Entertainment Zone established in accordance with this Chapter and the Management Plan for the Entertainment Zone.

4. *Licensee*. Means any person, business, or other entity duly licensed to sell alcoholic beverages.

5. *Management Plan*. Means a plan approved by the Community Development Agency for the management and regulation of an Entertainment Zone.

iii. Entertainment Zone.

1. *Ontario Toyota Arena Entertainment Zone (OTAEZ)*.

a. The area bounded by Ontario Center Parkway to the north, the Arena Parking Lots B and C to the south, the Arena to the west, and the Adept Lot A Development to the east has been identified as the Ontario Toyota Arena Plaza – Phase I. The OTAEZ includes all areas within the public plaza as identified in Figure 5.03-1, excluding parking lots, parking structures, public streets, and public sidewalks, and is hereby designated as the OTAEZ under Sections 23039.5 and 25690 of the California Business and Professions Code.

b. Outdoor consumption of alcoholic beverages within the OTAEZ is authorized 7 days a week between the hours of 8:00 a.m. and 2:00 a.m., so long as at least one licensee within the boundaries of the Entertainment Zone is permitted to sell alcoholic beverages during those hours for consumption on the premises. Hours of operation are subject to any additional limitations imposed by any ABC permit or license and by the Management Plan for the Entertainment Zone.

c. Off-site sale of open alcoholic containers by a participating holder of an ABC license or permit may consist of beer, wine, and/or distilled spirits subject to the conditions and limitations imposed on the establishment by their local entitlements or ABC privileges, and any additional limitations imposed by the Management Plan for the Entertainment Zone.

iv. Controls and Compliance with Laws**.**

1. All licensees and organizations sponsoring or selling alcoholic beverages within an Entertainment Zone shall comply with all applicable state and local laws and regulations, including, but not limited to, the following:

   a. All applicable ABC license and permitting requirements;

   b. Sections 23357, 23358, and 23396 of the California Business and Professions Code, as may be amended from time to time;

   c. All other laws governing the sale and consumption of alcoholic beverages and all permits and licenses issued pursuant thereto;

   d. Applicable road closure regulations and procedures;

   e. Applicable Special and Temporary Event laws, policies, and regulations; and

   f. Any applicable Administrative Regulations issued by the City pursuant to this Chapter, including conditions set forth in the Management Plan for the Entertainment Zone.

2. During an Entertainment Zone event, open alcoholic beverages may be consumed on any public street, avenue, sidewalk, stairway, alley, or thoroughfare within an Entertainment Zone, subject to the Ontario Municipal Code Section 5-11.02 “Public consumption of alcoholic beverages and possession of any open alcoholic

beverage container," and other restrictions imposed by State or local law.

3. All open alcoholic beverages shall be purchased only from a premises located within the Entertainment Zone that is authorized under California Business and Professions Code Section 23357, 23358, or 23396, as may be amended from time to time, to permit consumers to leave the premises with open containers of alcoholic beverages for consumption off the premise, or an organization that is authorized by an ABC special event permit or license to make such sales within the Entertainment Zone.

4. No alcoholic beverages purchased at a participating licensed premises may leave the premises in an open glass or metal container.

5. Delivery of alcoholic beverages to consumers within the Entertainment Zone by a participating licensee or third party delivery service is prohibited.

v. Implementation.

1. Upon the establishment or modification of an Entertainment Zone, the Community Development Agency is authorized to and shall do the following:

a. In consultation with the Police Department, provide the following information to ABC, pursuant to Section 25690 of the California Business and Professions Code:

i. A copy of the ordinance establishing or modifying the Entertainment Zone;

ii. Information as may be necessary to identify the boundaries of the Entertainment Zone;

iii. The days and hours of operation of the Entertainment Zone;

iv. The types of alcoholic beverages permitted within the Entertainment Zone; and

v. The approved non-glass and non-metal containers in which alcoholic beverages may be authorized.

b. Issue a Management Plan for the Entertainment Zone as follows:

i. The Management Plan shall establish the process or procedure to readily identify individuals purchasing or consuming alcoholic beverages within the Entertainment Zone as being 21 years of age or older;

ii. The Management Plan may include requirements not otherwise imposed by State or local law, but which are nonetheless enforceable pursuant to Subsection 6 (Administrative Regulations) of this Section; and

iii. Upon issuance or revision of a Management Plan, the Community Development Agency shall transmit a copy of the Plan to ABC.

c. Any holder of an ABC license or permit that wishes to allow customers to leave the premises with open containers of alcoholic beverages for consumption off the premises within the Entertainment Zone shall provide to the Community Development Agency a copy of the notice provided to ABC under Section 23357, 23358, or 23396 of the California Business and Professions Code, as applicable, at the same time such notice is provided to ABC. In addition, participating licensees may be required to submit a participation agreement to the City notifying the City of their intent to participate in the Entertainment Zone.

vi. Administrative Regulations.

1. The Executive Director of the Community Development Agency may adopt administrative regulations to implement

the provisions of this Chapter, including, but not limited to, application procedures, permit conditions and requirements, and health and safety measures. The Director may revise these regulations from time to time as it deems appropriate. The Entertainment Zone Management Plan shall be considered an enforceable administrative regulation.

2. No person shall fail to comply with the City's administrative regulations.

vii. Periodic Review. The City, in conjunction with local law enforcement, shall review the operation of each Entertainment Zone 6 months after its activation and every 2 years following its adoption to ensure the Entertainment Zone is being maintained in a manner that protects the health and safety of the general public. Any reports made during the review shall be made available to ABC upon request.

viii. Enforcement.

1. Any person who violates any provision of this Chapter, including any administrative regulations, shall be guilty of a misdemeanor, which shall be punishable by a fine not exceeding $1,000 dollars per violation or by imprisonment in the County Jail for a period not exceeding 6 months or by both such fine and imprisonment pursuant to Ontario Municipal Code Section 1.2.01, "Punishment for violation."

2. Any person who violates this Chapter, including any administrative regulations, shall be subject to administrative fines and administrative penalties pursuant to Ontario Municipal Code Volume 1, Chapter 5, "Administrative Citations."

3. Any participating licensee who violates this Chapter may be subject to suspension or revocation of their right to participate in the Entertainment Zone. The City may promulgate administrative regulations to implement this Section.

4. Any person convicted of violating this Chapter in a criminal case, or found to be in violation of this Chapter in a civil or administrative case brought by a law enforcement agency,

shall be ordered to reimburse the City and other participating law enforcement agencies their full investigative costs.

c. Revise Division 5.03 – Supplemental Land Use Regulations, Section 5.03.150: Drive-Thru Facilities to revise 5.03.150.E Signs to revise the maximum sign area for menu signs at 36 SF each.

d. Amend Division 5.03 – Supplemental Land Use Regulations, Section 5.03.250: Hotels, Motels, Residence Inns, and Other Similar Accommodation to add 5.03.150.G Full Service Exemption identifying that full-service upscale hotels are exempt from the requirements of this section.

e. Revise Division 5.03 – Supplemental Land Use Regulations, Section 5.03.403: Single-Family Two-Unit Projects to revise 5.03.403 E.2. to clarify that a site likely qualifies as being in a single-family residential zone if the general plan designation or zoning classification allows single-family uses as a primary use and multiple-family uses are prohibited consistent with Senate Bill 9 and Senate Bill 450.

(4) Revise Chapter 6.0 (Development and Subdivision Regulations), Division 6.02 – Walls, Fences, and Obstructions, Section 6.02.025 Design Standards for Nonresidential Zoning Districts to correct internal references at 6.02.025.C.1 and 6.02.025.C.2.

(5) Revise Chapter 7.0 (Historic Preservation), Section 7.01.030 Historic Preservation Mitigation Fee, Section 7.01.030(B)(1) to allow the mitigation fee to be paid prior to the issuance of any permit for demolition or subject to the terms of an agreement approved by the City Manager and recorded against the property.

(6) Revise Chapter 8.0 (Sign Regulations), Division 8.01 – Sign Regulations, Section 8.01.020 Sign Standards for Sign Programs to include the following:

a. Revise 8.01.020.F.2 to increase the maximum sign area from 20 to 30 percent, and to allow for any other modification deemed appropriate by the Planning Director.

i. Revise 8.01.020.F.2.b to reflect the Sign Program’s contribution to the overall design quality of the site.

ii. Amend 8.01.020.F.2.c to identify that approval of the sign program will not be detrimental to the public health, safety or welfare, or be materially injurious to properties or improvements in the vicinity.

iii. Revise 8.01.020.F.2.d to identify that any sign program deviation from the Sign Matrix table is consistent with any applicable specific plan or planned unit development.

(7) Revise Reference G: Landscape Design and Construction Guidelines, Section G.01.003.U to add that "Projects that are adjacent to Southern California Edison (SCE) easement areas shall coordinate with SCE to obtain a permit for non-irrigated hydroseeding within the easement"; and

WHEREAS, pursuant to the provisions of Government Code Title 1, Division 1, Chapter 3 (commencing with Government Code Section 65100) Ontario Development Code Table 2.02-1 (Review Matrix) assigns the City Council the responsibility and authority to review act on the Development Code Amendment following review and recommendation on the matter by the Planning Commission; and

WHEREAS, City of Ontario Development Code Division 2.03 (Public Hearings) prescribes the manner in which public notification shall be provided and hearing procedures to be followed, and all such notifications and procedures have been completed; and

WHEREAS, on November 25, 2025, the Planning Commission of the City of Ontario conducted a hearing to consider the Development Code Amendment and concluded said hearing on that date, voting to issue Resolution No. PC25-060, recommending the City Council approve the Development Code Amendment; and

WHEREAS, on December 16, 2025, the City Council of the City of Ontario conducted a public hearing on the Development Code Amendment and concluded said hearing on that date; and

WHEREAS, all legal prerequisites to the adoption of this Ordinance have occurred.

NOW, THEREFORE, IT IS HEREBY FOUND, DETERMINED, AND RESOLVED by the City Council of the City of Ontario, as follows:

SECTION 1. As the decision-making body for the Development Code Amendment, the City Council has reviewed and considered the information contained in the administrative record for the Development Code Amendment. Based upon the facts and information contained in the administrative record, including all written and oral evidence presented to the City Council, the City Council finds as follows:

(1) The administrative record has been completed in compliance with CEQA, the State CEQA Guidelines, and the City of Ontario Local CEQA Guidelines; and

(2) The Development Code Amendment, as documented in the Agenda Report, is exempt from the requirements of the California Environmental Quality Act

(CEQA) and the guidelines promulgated thereunder, pursuant to Section 15061(b)(3) of the CEQA Guidelines, in that the activity is covered by the "common sense exemption" (also known as the "general rule exemption") that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The determination that the Development Code Amendment is not subject to CEQA reflects the independent judgment of the City Council.

SECTION 2. Pursuant to the requirements of California Government Code Chapter 3, Article 10.6, commencing with Section 65580, as the recommending authority for the Development Code Amendment, the City Council finds that based on the facts and information contained in the Application and supporting documentation, the project is consistent with the Housing Element of the Policy Plan (General Plan) component of The Ontario Plan.

SECTION 3. The California State Aeronautics Act (Public Utilities Code Section 21670, et seq.) requires that an Airport Land Use Compatibility Plan be prepared for all public use airports in the State; and requires that local land use plans and individual development proposals must be consistent with the policies set forth in the adopted Airport Land Use Compatibility Plan.

(1) On April 19, 2011, the City Council of the City of Ontario approved and adopted the Ontario International Airport Land use Compatibility Plan, establishing the Airport Influence Area for Ontario International Airport, which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and limits future land uses and development within the Airport Influence Area, as they relate to noise, safety, airspace protection, and overflight impacts of current and future airport activity. As the decision-making body for the Development Code Amendment, the City Council has reviewed and considered the facts and information contained in the Application and supporting documentation against the ONT ALUCP compatibility factors, including [1] Safety Criteria (ONT ALUCP Table 2-2) and Safety Zones (ONT ALUCP Map 2-2), [2] Noise Criteria (ONT ALUCP Table 2-3) and Noise Impact Zones (ONT ALUCP Map 2-3), [3] Airspace protection Zones (ONT ALUCP Map 2-4), and [4] Overflight Notification Zones (ONT ALUCP Map 2-5). As a result, the City Council, therefore, finds and determines that the Project is consistent with the policies and criteria set forth within the ONT ALUCP; and

(2) On August 2, 2022, the City Council of the City of Ontario approved and adopted a Development Code Amendment to establish the Chino Airport (CNO) Overlay Zoning District (OZD) and Reference I, Chino Airport Land Use Compatibility Plan (CNO ALUCP). The CNO OZD and CNO ALUCP established the Airport Influence Area for Chino Airport, solely within the City of Ontario, and limits future land uses and development within the Airport Influence Area, as they relate to safety, airspace protection, and overflight impacts of current and future airport activity. The CNO ALUCP is consistent with policies and criteria set forth within the Caltrans 2011 California Airport

Land Use Planning Handbook. The proposed Project is located within the Airport Influence Area of Chino Airport and was evaluated and found to be consistent with the California Airport Land Use Planning Handbook and the CNO ALUCP. As the decision-making body for the Development Code Amendment, the City Council has reviewed and considered the facts and information contained in the Application and supporting documentation against the CNO ALUCP compatibility factors, including Safety, Airspace Protection, Overflight. As a result, the City Council, therefore, finds and determines that the Project is consistent with the policies and criteria set forth within the California Airport Land Use Planning Handbook and the CNO ALUCP.

SECTION 4. Based upon the substantial evidence presented to the City Council during the above-referenced hearing, and upon the specific findings set forth in Sections 1 through 3, above, the City Council hereby concludes as follows:

(1) The proposed Development Code Amendment is consistent with the goals, policies, plans and exhibits of the Vision, Policy Plan (General Plan), and City Council Goals components of The Ontario Plan (TOP). The Development Code Amendment will: (a) serve to promote a community that is consistently seeking—and thoughtfully applying—new ways of doing things better, as encouraged by TOP's Vision; (b) provides for a variety of land uses and building types in our land use planning efforts that result in a complete community where residents at all stages of life, have a wide spectrum of choices of where they can live and recreate, as promoted by Land Use Element Policy LU-1.6, Complete Community; and (c) promotes the City Council Goals through the establishment of Development Code provisions that encourages investment in the growth and evolution of the City's economy and focuses City resources in commercial and residential neighborhoods.

(2) The proposed Development Code Amendment would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City. The Development Code Amendment incorporates safeguards intended to ensure that the purposes of the Development Code are preserved; the project will not be contrary to or damage the public health, safety, convenience, or general welfare; the project will not result in any significant environmental impacts; and the project will be in full conformity with the Vision, City Council Priorities, and Policy Plan components of The Ontario Plan.

SECTION 5. Based upon the findings and conclusions set forth in Sections 1 through 4, above, the City Council hereby APPROVES the herein described changes that comprise the Development Code Amendment, and which are attached hereto as "Attachment A," and incorporated herein by this reference.

SECTION 6. The documents and materials that constitute the record of proceedings on which these findings have been based are located at the City of Ontario City Hall, 303 East B Street, Ontario, California 91764. The custodian for these records is the City Clerk of the City of Ontario.

SECTION 7. If any section, sentence, clause or phrase of this Ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The People of the City of Ontario hereby declare that they would have adopted this Ordinance and each section, sentence, clause, or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

SECTION 8. This Ordinance shall become effective 30 days following its adoption.

SECTION 9. The Mayor shall sign this Ordinance and the City Clerk shall certify as to the adoption and shall cause a summary thereof to be published at least once, in a newspaper of general circulation in the City of Ontario, California within 15 days following adoption. The City Clerk shall post a certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this 17th day of February 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, SHELIA 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 on December 16, 2025, and adopted at the regular meeting held on February 17, 2026, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

SHELIA MAUTZ, CITY CLERK

(SEAL)

I hereby certify that the following is the original of Ordinance No. duly passed and adopted by the Ontario City Council at their regular meeting held on February 17, 2026, and that Summaries of the Ordinance were published on ____, and ____, in the Inland Valley Daily Bulletin newspaper.

SHELIA MAUTZ, CITY CLERK

(SEAL)

ATTACHMENT A:

File No. PDCA25-003
2025 Development Code Amendment No. 3

(Document to follow this page)

Chapter 2.0:
Administration and Procedures

Division 2.01—Planning Agency
Division 2.02—Application Filing and Processing
Division 2.03—Public Hearings
Division 2.04—Appeals
Division 2.05—City Initiated Modification or Revocation
Division 2.06—Performance Guarantees

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Division 2.01—Planning Agency

Sections:

2.01.000: Purpose
2.01.005: Applicability
2.01.010: City Council
2.01.015: Planning Commission
2.01.020: Historic Preservation Commission
2.01.025: Historic Preservation Subcommittee
2.01.030: Development Advisory Board
2.01.035: Zoning Administrator

2.01.000: Purpose

GC Section 65100 provides that each city and county establish a planning agency with the powers necessary to carry out the planning and zoning functions of the jurisdiction. The purpose of this Division is to identify and establish bodies, commissions, committees, positions, boards, and departments responsible for carrying out the powers and duties of the planning agency.

2.01.005: Applicability

The functions of the planning agency are hereby assigned to the following bodies, commissions, committees, positions, boards, and departments:

A. City Council;

B. Planning Commission;

C. Historic Preservation Commission;

D. Historic Preservation Subcommittee;

E. Development Advisory Board;

F. Zoning Administrator;

G. Planning Department.

2.01.010: City Council

A. **Established.** The City Council's establishment, membership, and operation are recognized by OMC Title 2 (Administration), Chapter 1 (City Council), commencing with Article 1, Section 2-1.101.

B. **Powers and Duties.** The City Council shall have the authority to hear and decide on those application types established by Table 2.02-1 (Review Matrix) of this Development Code and shall

have review and final authority on all appeals of Planning Commission or Historic Preservation Commission actions.

2.01.015: Planning Commission

A. Established. The Planning Commission's establishment, membership and operation are recognized by OMC Title 2 (Administration), Chapter 2 (Commissions and Boards), Article 3 (Planning Commission), commencing with OMC Section 2-2.301.

B. Powers and Duties. The Planning Commission shall have the authority to hear, recommend, and decide on those application types identified in Table 2.02-1 (Review Matrix) of this Development Code. In addition, the Planning Commission shall have the authority to act upon an appeal of any order, requirement, permit, decision or determination concerning zoning, land use or development, made by an administrative or appointed official or body, such as the Planning Director, Zoning Administrator, or Development Advisory Board, pursuant to the provisions of this Development Code.

C. Meetings. The Planning Commission shall adopt rules as necessary to the conduct of its affairs and in keeping with the provisions of this Development Code. Meetings shall be held on a regular basis and open to the public. The Planning Commission shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote, and shall keep records of its own examinations and other official actions, which shall be filed with the Planning Department.

2.01.020: Historic Preservation Commission

A. Established. Pursuant to the authority granted to municipalities by State Planning and Zoning Law, as established by GC Title 1, Division 1, Chapter 3 (commencing with GC Section 65100), there is hereby created and established in the City of Ontario, an Historic Preservation Commission.

B. Membership. The Historic Preservation Commission shall consist of the 7 standing members of the Planning Commission.

C. Powers and Duties. The Historic Preservation Commission shall have the following powers and duties:

1. Establish criteria for and conduct or cause to be conducted a comprehensive survey in conformance with state survey standards and guidelines of Historical Resources within the boundaries of the City, and publicize and periodically update the survey results;

2. The authority to hear make recommendations and/or decide on those application types established by Table 2.02-1 (Review Matrix) of this Development Code;

3. Authority to act upon an appeal of any order, requirement, permit, decisions, or determination concerning Historic Resources under this Development Code, made by the Historic Preservation Subcommittee;

4. Maintain a local register of Designated Historic Landmarks and Districts consistent with the National Register of Historic Places criteria, including all information required for each designation; and

5. Undertake any other action or activity necessary or appropriate to implement its powers or duties to fulfill the objectives of the Historic Preservation program.

D. Meetings. The Historic Preservation Commission shall adopt rules and procedures governing meeting business, conduct, and actions within the Historic Preservation Commission's jurisdiction and setting timeframes for such meetings.

2.01.025: Historic Preservation Subcommittee

A. Established. In accordance with the authority granted to municipalities by State Planning and Zoning Law, pursuant to GC Division 1, Chapter 3 (commencing with GC Section 65100), there is hereby created and established in the City of Ontario, an Historic Preservation Subcommittee.

B. Membership. The Historic Preservation Subcommittee shall consist of 3 members of the Historic Preservation Commission, to be appointed pursuant to the Historic Preservation Commission rules and procedures.

C. Powers and Duties. The Historic Preservation Subcommittee shall have the following powers and duties:

1. The authority to hear make recommendations and/or decide on those application types established by Table 2.02-1 (Review Matrix) of this Development Code;

2. The authority to review historic preservation work program, assist staff in any survey or historic research being conducted, and review of the City's list of Historical Resources; and

3. The authority to act upon appeals of administrative permits, decisions and actions concerning Historical Resources under this Development Code, made by any City Department.

D. Meetings. The Historic Preservation Commission shall adopt rules and procedures governing meeting business, conduct, and actions within the Historic Preservation Subcommittee's jurisdiction and setting timeframes for such meetings.

2.01.030: Development Advisory Board

A. Established. In accordance with the authority granted to municipalities by State Planning and Zoning Law, pursuant to GC Division 1, Chapter 3 (commencing with GC Section 65100), there is hereby created and established in the City of Ontario, a Development Advisory Board.

B. Membership. The Development Advisory Board shall include those representatives of certain City departments and/or agencies as established by resolution of the City Council.

C. Powers and Duties. The Development Advisory Board shall have the authority to hear, recommend and decide on those application types identified in Table 2.02-1 (Review Matrix) of this Development Code.

D. **Meetings.** The Development Advisory Board shall adopt rules and regulations to govern the procedures at meetings within the Board's jurisdiction and to set a time for such meetings.

2.01.035: Zoning Administrator

A. **Established.** In accordance with the authority granted to municipalities by State Planning and Zoning Law, pursuant to GC Division 1, Chapter 3 (commencing with GC Section 65100), there is hereby created and established in the City, the position of Zoning Administrator.

B. **Membership.** The Zoning Administrator position shall be filled by the Planning Director or the Zoning Administrator's designee, who shall fill the position of Deputy Zoning Administrator.

C. **Powers and Duties.** The Zoning Administrator shall have the power and duty to review and make decisions on those application types identified in Table 2.02-1 (Review Matrix) of this Development Code.

D. **Meetings.** The Zoning Administrator shall adopt rules and procedures governing meeting business, conduct, and actions within the Zoning Administrator's jurisdiction and setting timeframes for such meetings.

Division 2.02—Application Filing and Processing

Sections:

2.02.000: Purpose
2.02.005: Applicability
2.02.010: Applications and Fees
2.02.015: Application Processing Procedures
2.02.020: Environmental Review
2.02.025: Time Limits and Extensions
2.02.030: Failure by Applicant to Complete Application Processing
2.02.035: Limitations on Application Refiling
2.02.040: Indemnification

2.02.000: Purpose

The purpose of this Division is to establish procedures and requirements for the preparation, filing and processing of applications for permits, amendments, and approvals stipulated by this Development Code.

2.02.005: Applicability

Table 2.02-1 (Review Matrix), below, establishes the recommending, approving, and appeal authorities for all permits, amendments, and approvals stipulated by this Development Code. The symbols used within the Table have the following meanings:

R = Advisory (Recommending) Authority
X = Approving Authority
A = Appeal Authority

Table 2.02-1: Review Matrix

Applications, Actions, Decisions and Processes	*Reviewing Authorities [4]*										
	Planning Director	*City Engineer*	*Fire Marshal*	*Building Official*	*Zoning Administrator [2]*	*Development Advisory Board*	*Historic Preservation Subcommittee [2] [11]*	*Historic Preservation Commission [11]*	*Planning Commission [11]*	*City Council [11]*	*Ontario International Airport Authority*
A. LEGISLATIVE ACTIONS											
1. Airport Land Use Compatibility Plan and Amendments **[1]** (Ref: ODC Section 4.01.010)									**R**	**X**	
2. Development Agreements **[1]** (Ref: ODC Section 4.01.015)									**R**	**X**	

Table 2.02-1: Review Matrix

Applications, Actions, Decisions and Processes	Reviewing Authorities [4]										
	Planning Director	City Engineer	Fire Marshal	Building Official	Zoning Administrator [2]	Development Advisory Board	Historic Preservation Subcommittee [2] [11]	Historic Preservation Commission [11]	Planning Commission [11]	City Council [11]	Ontario International Airport Authority
3. Development Code Amendments **[1]** (Ref: ODC Section 4.01.020)									R	X	
4. Amendment to the Policy Plan (General Plan) Component of The Ontario Plan **[1]** (Ref: ODC Section 4.01.025)									R	X	
5. Planned Unit Developments and Amendments **[1]** (Ref: ODC Section 4.01.030)									R	X	
6. Specific Plans and Amendments **[1][12]** (Ref: ODC Section 4.01.035)									R	X	
7. Williamson Act Contract Cancellations **[1]** (Ref: GC Section 51200, et seq.)									R	X	
8. Zone Changes **[1]** (Ref: ODC Section 4.01.040)									R	X	
B. DISCRETIONARY PERMITS AND ACTIONS											
1. Billboard Relocation Agreements **[1]** (Ref: ODC Section 4.02.010)									R	X	
2. Conditional Use Permits (Ref: ODC Section 4.02.015)											
a. Hotels, Motels and Residence Inns **[1]**									R	X	
b. Use established in conjunction with a Development Plan **[1]**						R			X	A	
c. Use established within an existing structure **[1]**					X				A	A	
d. Modification or revocation per ODC Division 2.05 (City Initiated Modification or Revocation) **[1]**									X	A	
e. Revocation due to abandonment of use per ODC Division 2.05 (City Initiated Modification or Revocation) **[1]**					X				A	A	
3. Density Bonus and Other Incentives **[1]** (Ref: ODC Section 6.01.010.H)									R	X	
4. Development Plans, except within the ONT zoning district (Ref: ODC Section 4.02.025)											
a. Residential developments totaling 5 or more dwelling units or the development of 3 or more dwelling units on a single lot or parcel						R			X	A	

Table 2.02-1: Review Matrix

Applications, Actions, Decisions and Processes	Reviewing Authorities [4]										
	Planning Director	City Engineer	Fire Marshal	Building Official	Zoning Administrator [2]	Development Advisory Board	Historic Preservation Subcommittee [2] [11]	Historic Preservation Commission [11]	Planning Commission [11]	City Council [11]	Ontario International Airport Authority
b. Commercial developments, and developments in the CIV, OS-R, OS-C and UC zoning districts, greater than 500 SF in area						X			A	A	
c. Industrial developments equal to or less than 0.45 FAR						X			A	A	
d. Industrial developments exceeding 0.45 FAR						R			X	A	
e. Wireless telecommunications facilities pursuant to Section 5.03.415 (Wireless Telecommunications Facilities) of this Development Code											
(1) Tier 2 facilities						X			A	A	
(2) Tier 3 facilities **[2]**						X			A	A	
f. All others						X			A	A	
5. Extensions of Legal Nonconforming Status **[1]** (Ref: ODC Section 4.02.030)					X				A	A	
6. Historic Preservation											
a. Certificates of Appropriateness (Ref: ODC Section 4.02.050)											
(1) Designated Historic Landmarks and Contributors, and Architectural Conservation Areas; and Demolition of an Historic Resource **[1]**							R	X		A	
(2) Deferral of Replacement Structure **[1]**							R	X		A	
(3) Eligible Historic Resources **[1]**							X	A		A	
(4) Modification or revocation per ODC Division 2.05 (City Initiated Modification or Revocation) **[1]**							R	X		A	
(5) Waivers for Minor Improvements	X						A[6]	A[6]			
b. Certificates of Economic Hardship **[1]** (Ref: ODC Section 4.02.055)							R	X		A	
c. Certificates of Economic Hardship—Modification or revocation per ODC Division 2.05 (City Initiated Modification or Revocation) **[1]**							R	X		A	
d. Conservation Plans (Ref: ODC Section 4.02.060)							X	A		A	

Table 2.02-1: Review Matrix

Applications, Actions, Decisions and Processes	*Reviewing Authorities [4]*										
	Planning Director	*City Engineer*	*Fire Marshal*	*Building Official*	*Zoning Administrator [2]*	*Development Advisory Board*	*Historic Preservation Subcommittee [2] [11]*	*Historic Preservation Commission [11]*	*Planning Commission [11]*	*City Council [11]*	*Ontario International Airport Authority*
e. Historic Resource Tiering (Ref: ODC Section 4.02.040), including Rescinding or Amending Status (Ref: ODC Section 4.02.045)							X	A		A	
f. Local Historic Landmark and Local District Designations, and Architectural Conservation Areas (Ref: ODC Section 4.02.040), including Rescinding or Amending Status (Ref: ODC Section 4.02.045)							R	R		X	
g. Mills Act Contracts (Ref: ODC Section 4.02.065)							R	R		X	
h. Mills Act Cancellations **[1]** (Ref: ODC Section 4.02.065)							R	R		X	
i. Addition/Removal of Resources to/from the Ontario Register (Ref: ODC Section 4.02.045)											
(1) At the request of the property owner, or upon City initiation if the most recently prepared Historic Resource Survey evaluating the resource is more than 5 years old.							X	A		A	
(2) Loss of all historic and/or cultural significance due to a catastrophe causing a loss of integrity, or due to extensive legally performed alterations performed after the property was initially surveyed.	X							A		A	
7. Master Plans and Amendments **[1]** (Ref: ODC Section 4.02.070)									R	X	
8. Minor Adjustments/Alterations (Ref: ODC Section 4.02.020.C)					X				A	A	
9. Nonconforming Structure Reconstruction **[1]** (Ref: ODC Section 3.01.020)									X	A	
10. Parking Reduction (Ref: ODC Section 6.03.025)									X	A	
11. Sign Programs (Ref: ODC Section 4.02.075)	X								A	A	
12. Specific Plan Minor Adjustments/Alterations **[12]** (Ref: ODC Section 4.02.080)	X								A	A	
13. Minor Adjustments/Alterations in the CCS zoning district (Ref: ODC 4.02.020(C)(2)(d)	X								A	A	

Table 2.02-1: Review Matrix

Applications, Actions, Decisions and Processes	*Reviewing Authorities [4]*										
	Planning Director	*City Engineer*	*Fire Marshal*	*Building Official*	*Zoning Administrator [2]*	*Development Advisory Board*	*Historic Preservation Subcommittee [2] [11]*	*Historic Preservation Commission [11]*	*Planning Commission [11]*	*City Council [11]*	*Ontario International Airport Authority*
~~13.~~14. Stays of Permit Approval Time Limit (Ref: ODC Section 2.02.025.A.8)					X[5]	X[5]	X[5]	X[5]	X[5]	X[5]	
~~14.~~15. Subdivisions											
a. Reversions to Acreage **[1]** (Ref: ODC Section 4.02.090)						R			X	A	
b. Tentative Tract and Parcel Maps, and Vesting Maps **[1]** (Ref: ODC Section 4.02.095)						R			X	A	
c. Tentative Tract and Parcel Map Time Extensions (Ref: ODC Section 2.02.025.A.3 & 4)						R			X	A	
~~15.~~16. Time Extensions, excepting tentative subdivision maps (Ref: ODC Section 2.02.025)	X								A	A	
~~16.~~17. Variances (Ref: ODC Section 4.02.020.D)											
a. Homeowner **[1]**					X				A	A	
b. Other **[1]**						R			X	A	
C. MINISTERIAL (ADMINISTRATIVE) PERMITS AND DECISIONS											
1. Historic Preservation – Adaptive Reuse Plans (Ref: ODC Section 4.03.010)	X		X	X							
2. Administrative Exceptions (Ref: ODC Section 4.03.050)					X				A	A	
3. Administrative Use Permits (Ref: ODC Section 4.03.015)	X										
4. Business License - Zoning/Land Use Compliance (Ref: OMC 3-1.129 Zoning Compliance)	X								A	A	
5. Development Plans within the ONT zoning district (Ref: ODC Section 4.02.025)	X								A	A	
6. Density Bonus **[10][13]** (Ref: ODC Section 6.01.010.H.3.b)	X								A	A	
7. Fair Housing and Reasonable Accommodation (Fair Housing Exemption) (Ref: ODC Section 4.03.060)					X				A	A	
8. Fair Housing and Reasonable Accommodation (RLUIPA) (Ref: ODC Section 4.03.060)	X								A	A	
9. Interpretations and Land Use Determinations (Ref: ODC Section 1.02.010)					X				A	A	

Table 2.02-1: Review Matrix

Applications, Actions, Decisions and Processes	*Reviewing Authorities [4]*										
	Planning Director	*City Engineer*	*Fire Marshal*	*Building Official*	*Zoning Administrator [2]*	*Development Advisory Board*	*Historic Preservation Subcommittee [2] [11]*	*Historic Preservation Commission [11]*	*Planning Commission [11]*	*City Council [11]*	*Ontario International Airport Authority*
10. Landscape and Irrigation Plans (Ref: ODC Section 6.05.005)	X								A	A	
11. Off-Site (Public) Improvement Plans (Ref: ODC Section 6.08.040)		X							A	A	
12. ONT ALUCP Interagency Review **[7]** (Ref: ONT ALUCP)	X									A[8]	
13. Other Plan Checks and actions required by this Development Code	X								A	A	
14. Shopping Cart Retention Plans (Ref: ODC Section 6.11.020)	X								A	A	
15. Sign Plans (Ref: ODC Section 4.03.020)	X								A	A	
16. Single-Family Two-Unit Developments (Ref: ODC Section 5.03.403)	X								A	A	
17. Subdivisions											
a. Certificates of Compliance (Ref: ODC Section 4.03.025)		X							A	A	
b. Final Tract and Parcel Maps, and Vesting Maps (Ref: ODC Section 4.03.030)										X	
c. Lot Line Adjustments (Ref: ODC Section 4.03.035)		X							A	A	
d. Map Corrections and Amendments (Ref: ODC Section 4.03.040)		X							A	A	
e. Street Address Numbering (Ref: ODC Section 6.06.010)				X					A	A	
f. Street Name Assignment (Ref: ODC Section 6.06.010)	X								A	A	
g. Subdivision Improvement Agreement (Ref: ODC Section 6.08.040.G)		X							A	A	
h. Urban Lot Split (Ref: ODC Section 6.08.060)		X							A	A	
i. Lot Merger (Merger of Contiguous Parcels) **[1]** (Ref: ODC Section 4.02.085)		X							A	A	
18. Tier 1 wireless telecommunications facility pursuant to ODC Section 5.03.420 (Wireless Telecommunications Facilities)					X				A	A	
19. Wall, Fence, and Obstructions Plans not associated with a Development Plan (Ref: ODC Section 6.02.005)	X								A	A	

Table 2.02-1: Review Matrix

Applications, Actions, Decisions and Processes	*Reviewing Authorities [4]*										
	Planning Director	*City Engineer*	*Fire Marshal*	*Building Official*	*Zoning Administrator [2]*	*Development Advisory Board*	*Historic Preservation Subcommittee [2] [11]*	*Historic Preservation Commission [11]*	*Planning Commission [11]*	*City Council [11]*	*Ontario International Airport Authority*
D. ENVIRONMENTAL DETERMINATIONS AND ACTIONS											
1. Environmental Impact Reports (EIRs) (Ref: CCR Section 15080, et seq.)									**X[3]**	**X[3]**	
2. Exempt Projects (Ref: CCR Section 15300, et seq.)	**X[3]**				**X[3]**	**X[3]**	**X[3]**	**X[3]**	**A**	**A**	
3. Ministerial Projects (Ref: CCR Section 15268)		**Ministerial projects are exempt from the requirements of CEQA [10]**									
4. Negative Declarations (NDs) and Mitigated Negative Declarations (MNDs) (Ref: CCR Section 15070, et seq.)					**X[3]**	**X[3]**	**X[3]**	**X[3]**	**X[3]**	**X[3]**	
5. Addendums to previously certified EIRs and previously adopted NDs and MNDs (Ref: CCR Section 15164)					**X[3]**	**X[3]**	**X[3]**	**X[3]**	**X[3]**	**X[3]**	
6. Environmental review for projects located within the ONT zoning district **[9]**											**X**

Notes:

[1] A public hearing is required pursuant to the procedures set forth in Division 2.03 (Public Hearings) of this Development Code; however, public notification shall not be required for Development Advisory Board or Historic Preservation Subcommittee hearings when acting in the capacity of an Advisory Authority.

[2] The Approving Authority may refer any application subject to their review to the next higher authority (Appeal Authority).

[3] The Approving Authority for environmental determinations/actions shall be the same as the related legislative or discretionary actions. NDs and MNDs, and Addendums to previously certified EIRs, and previously adopted NDs or MNDs, which are not associated with, or are independent of, legislative or discretionary actions, shall be subject to Development Advisory Board review and adoption. EIRs that are not associated with, or are independent of, legislative or discretionary actions shall be subject to Planning Commission review and certification.

[4] An application submitted for concurrent review and action with another application, action or decision requiring review and action by a higher Reviewing Authority may be subject to concurrent review and action by that higher Reviewing Authority upon their request.

[5] The Approving Authority responsible for issuing a "Stay of Permit Approval Time Limit" pursuant to Section 2.02.025 (Projects Involving Pending Litigation) of the Development Code, shall be the same as for the related application, action, or decision.

[6] An appeal of an Historic Preservation—Certificate of Appropriateness—Waiver shall be considered by the Historic Preservation Subcommittee, except that an Historic Preservation—Waiver for an Historic Landmark shall be considered by the Historic Preservation Commission.

[7] Refer to the ONT ALUCP for procedures for application processing and administration, and appeals processing.

[8] Appeal shall be subject to review by the Mediation Board established pursuant to ALUCP Section 4.

[9] Pursuant to the Joint Powers Authority agreement between the City of Ontario and the County of San Bernardino, the Ontario International Airport Authority shall be the lead agency.

[10] Ministerial projects are exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15268 of the CEQA Guidelines. The following projects or actions shall be deemed ministerial:

- *Administrative Exceptions;*
- *Administrative Use Permit issuance;*
- *ALUCP inter agency reviews;*
- *Building permit issuance;*
- *Business license issuance;*
- *Density Bonus, without related discretionary applications;*
- *Encroachment permit issuance;*
- *Final subdivision map approval;*
- *Individual utility service connection and disconnection approval;*
- *Landscape and irrigation plan approval;*
- *Lot Line Adjustment approval;*
- *Public improvement plan approval;*
- *Shopping cart retention plan approval;*
- *Sign Plan approval;*
- *Single-Family Two-Unit Developments;*
- *Street address number issuance;*
- *Subdivision Improvement Agreement approval;*
- *Subdivision map corrections and amendments approval;*
- *Temporary Use Permit issuance;*
- *Tier 1 wireless telecommunications facility approval;*
- *Urban Lot Splits; and*
- *Wall and/or fence plan approval.*

[11] Applications that do not require a public Hearing pursuant to Note 1, above, may be reviewed and acted upon under the "Consent Calendar" portion of the Approving Authority meeting agenda.

[12] Unless otherwise specified in a respective Specific Plan, a Specific Plan Amendment or Specific Plan Minor Adjustment/Minor Alterations application shall be filed, processed, and acted upon pursuant to Division 2.02 (Application Filing and Processing), and Division 4.01 (Legislative Actions) or Division 4.02 (Discretionary Permits and Actions).

[13] A request for a density bonus, in and of itself, shall not require a General Plan Amendment, Zone Change, Development Agreement, or other discretionary approval (Ref: ODC 6.01.010.H.3.b.).

2.02.010: Applications and Fees

A. Application filing.

1. An application for a permit, permit modification, amendment, or any other matters pertaining to this Development Code shall be filed with the City, on a City application form, together with any required fees, plans, maps, reports, special studies, exhibits, and any other information deemed necessary by the City to process the application.

2. An application may be initiated by the City, owner(s) or lessee(s) of property, or their agent(s), or person(s) who have contracted to purchase property contingent upon their ability to acquire the necessary permits under this Development Code, or their agent(s).

3. A project requiring the filing of more than one land use or entitlement permit application shall, to the extent possible, be filed with all related applications for concurrent review and action by the highest required Reviewing Authority, except that an Administrative Exception application filed in conjunction with a Development Plan shall require separate review and action by the appropriate Reviewing Authority.

B. Filing Fees.

1. The City Council may establish by resolution, a schedule of fees for permits, amendments, inspections, licenses, services, and other matters pertaining to this Development Code. The schedule of fees may be changed or modified only by resolution of the City Council.

2. Application review and action shall not commence until such time that all applicable filing fees and/or deposits have been paid in full. An application received without all applicable filing fees and/or deposits shall be deemed incomplete for filing and further processing and shall be deemed just cause for denial of the application. In the case of time and materials projects, the payment of additional deposits may be required to fully cover all City processing costs.

C. Refunds and Withdrawals.

1. The refund of filing fees in response to the denial of an application shall be prohibited, recognizing that filing fees are utilized to cover City costs related to public hearings, mailings, postings, transcripts, and staff time involved in processing applications.

2. An applicant wishing to withdraw their application may do so by written request to the Planning Director at any time prior to action by the Approving Authority.

3. Upon receipt of a request for application withdrawal, the Planning Director may order the refund of all or part of the filing fees, based upon the prorated costs to date and determination of the status of the application at the time of withdrawal.

2.02.015: Application Processing Procedures

This section is intended to provide general procedures for the processing of applications for legislative actions, discretionary permits and actions, and ministerial permits and decisions filed pursuant Table 2.02-1 (Review Matrix) of this Division.

A. Legislative Actions. The Advisory and Approving Authorities for legislative actions are established by Table 2.02-1 (Review Matrix) of this Division. Unless otherwise stipulated by Division 4.01 (Legislative Actions) of this Development Code, the procedure for reviewing and acting upon an application resulting in a legislative action is as follows:

1. Initial Review for Application Completeness. Legislative actions shall be initially reviewed for application completeness and acceptance, as follows:

a. *Review for Application Completeness.*

(1) Following receipt of an application filed in compliance with this Division, the Planning Department shall determine, in writing, whether the application is complete for processing and shall transmit the determination to the applicant.

(2) If an application is determined to be incomplete for processing, the Planning Department shall specify those parts of the application that are incomplete and shall indicate the manner in which they can be made complete, including a list and thorough description of the specific information needed to complete the application. The applicant shall submit materials to the City in response to the list and description, which shall be reviewed pursuant to Subparagraph A.1.a(1), above.

(3) If the application, together with the submitted materials, is determined to be incomplete for processing, the applicant may appeal that decision to the

Planning Commission pursuant to the provisions of Division 2.04 (Appeals) of this Development Code.

(4) Failure of an applicant to submit complete or adequate information pursuant to the provisions of Subparagraphs A.1.a(1) and (2), above, shall constitute grounds for denial of the application.

b. *Application Acceptance*.

(1) Following acceptance of an application as complete for processing, no new or additional information may be requested of the applicant; however, in the course of processing the application, the Planning Department may request the applicant to clarify, amplify, correct, or otherwise supplement the information required for the application. This provision shall not be so construed as to require an applicant to submit with the initial application, the entirety of the information that the Planning Department may require in order to take final action on the application.

(2) Prior to accepting an application as complete for processing, the Planning Department shall inform the applicant of any information included in the list prepared pursuant to Subparagraph A.1.b(1), above, which will subsequently be required from the applicant in order to complete final action on the application.

(3) The provisions of this Section shall not be construed as limiting the ability of the Planning Department to request and obtain information that may be needed in order to comply with the provisions of PRC Division 13 (commencing with Section 21000).

2. Investigation and Report.

a. Following acceptance of an application as complete for processing pursuant to Subparagraph B.1 (Initial Review for Application Completeness), above, the Planning Department shall investigate the facts bearing on the application and shall prepare a written report, which shall be transmitted to the appropriate Reviewing Authority.

b. The Planning Department's report shall provide the information necessary for action on the application, consistent with the provisions of this Development Code and The Ontario Plan, and shall report all findings to the appropriate Reviewing Authority.

c. During the investigation of the facts bearing on the application, the Planning Department may consult with other City departments and public agencies.

3. Public Hearings.

a. The Advisory and Approving Authorities established by Table 2.02-1 (Review Matrix), shall each conduct at least one public hearing, which shall be duly noticed, heard, and acted upon pursuant to Division 2.03 (Public Hearings) of this Development Code.

b. The Planning Department's written report, prepared pursuant to Subparagraphs A.2.a through c, above, shall be made available to the property owner and applicant, if different from the property owner, at least 72 hours prior to the public hearing.

4. Advisory Authority Review and Recommendation. The procedure for review and recommendation on a legislative action by an Advisory Authority is as follows:

a. The Advisory Authority shall make recommendation to the Approving Authority whether to approve, approve in modified form, or deny an application, which shall be transmitted to the Approving Authority in such manner and form as specified by the Approving Authority.

b. The Advisory Authority shall forward its recommendation to the Approving Authority within 60 days following the date its decision was rendered.

5. Approving Authority Review and Action. The procedure for review and action on a legislative action by the Approving Authority is as follows:

a. Upon receipt of the Advisory Authority's recommendation, the Approving Authority shall approve, approve in modified form, or deny an application.

b. The action of the Approving Authority shall be by written decision, setting forth the basis for the action, and shall include any applicable findings prescribed by Division 4.01 (Legislative Actions) of this Development Code. There shall be no time limit within which the Approving Authority must act on a legislative action.

c. The Approving Authority's action shall be final and conclusive.

6. Effective Date of Approving Authority Action. A legislative approval granted by resolution is effective immediately upon adoption of the numbered resolution by the City Council. A legislative approval granted by ordinance is effective 30 days following the date of adoption of the ordinance by the Approving Authority.

B. **Discretionary Permits and Actions.** The Advisory, Approving, and Appeal Authorities for discretionary permits and actions are established by Table 2.02-1 (Review Matrix) of this Division. Unless otherwise stipulated by Division 4.02 (Discretionary Permits and Actions) of this Development Code, the procedure for reviewing and acting upon an application resulting in a discretionary permit or action is as follows:

1. Initial Review for Application Completeness. Applications requesting discretionary permits and/or actions shall be initially reviewed for application completeness and acceptance, as follows:

a. *Review for Application Completeness.*

(1) Within 30 days following receipt of an application filed in compliance with this Division, the Planning Department shall determine, in writing, whether the application is complete for processing and shall transmit the determination to the applicant. If the written determination is not made within the required period, the application shall be automatically deemed complete for processing. Upon receipt of any resubmittal of the application, a new 30-day period shall begin, during which time completeness of the resubmitted application shall be determined.

(2) If an application is determined to be incomplete for processing, the Planning Department shall specify those parts of the application that are incomplete and shall indicate the manner in which they can be made complete, including a list and thorough description of the specific information needed to complete the application. The applicant shall

submit materials to the Planning Department in response to the list and description, which shall be reviewed pursuant to Subparagraph B.1.a(1), above.

(3) If the application, together with the submitted materials, is determined to be incomplete for processing, the applicant may appeal that decision to the Planning Commission pursuant to the provisions of Division 2.04 (Appeals) of this Development Code.

(4) Failure of an applicant to submit complete or adequate information pursuant to the provisions of Subparagraphs B.1.a(1) and (2), above, shall constitute grounds for denial of the application.

b. *Application Acceptance.*

(1) Following acceptance of an application as complete for processing, no new or additional information may be requested of the applicant; however, in the course of processing the application, the Planning Department may request the applicant to clarify, amplify, correct, or otherwise supplement the information required for the application. This provision shall not be so construed as to require an applicant to submit with the initial application, the entirety of the information that the City may require in order to facilitate final action on the application.

(2) Prior to accepting an application as complete for processing, the Planning Department shall inform the applicant of any information included in the list prepared pursuant to Subparagraph B.1.b(1), above, which will subsequently be required from the applicant in order to complete final action on the application.

(3) The provisions of this Subsection shall not be construed as limiting the ability of the Planning Department to request and obtain information that may be needed in order to comply with the provisions of PRC Division 13 (commencing with Section 21000).

2. Investigation and Report.

a. Following acceptance of an application as complete for processing pursuant to Subparagraph B.1 (Initial Review for Application Completeness), above, the Planning Department shall investigate the facts bearing on the application and shall prepare a written report, which shall be transmitted to the appropriate Reviewing Authority.

b. The Planning Department's report shall provide the information necessary for action on the application, consistent with the provisions of this Development Code and The Ontario Plan, and shall report all findings to the appropriate Reviewing Authority.

c. During the investigation of the facts bearing on the application, the Planning Department may consult with other City departments and public agencies.

3. Public Hearings.

a. The Advisory, Approving and Appeal Authorities established by Table 2.02-1 (Review Matrix), and which require a public hearing pursuant to the Review Matrix, shall each conduct at least one public hearing, which shall be duly noticed, heard, and acted upon pursuant to Division 2.03 (Public Hearings) of this Development Code.

b. The Planning Department's written report, prepared pursuant to Subparagraphs B.2.a through c, above, shall be made available to the property owner and applicant, if different from the property owner, at least 72 hours prior to the public hearing.

4. Advisory Authority Review and Recommendation. If required pursuant to Table 2.02-1 (Review Matrix), the procedure for review and recommendation on a discretionary permit or action by an Advisory Authority is as follows:

a. The Advisory Authority shall make recommendation to the Approving Authority whether to approve, approve in modified form, or deny an application, which shall be transmitted to the Approving Authority in such manner and form as specified by the Approving Authority.

b. The Advisory Authority shall forward its recommendation to the Approving Authority within 60 days following the date its decision was rendered.

c. In instances where review and recommendation by more than one Advisory Authority is required, the initial Advisory Authority shall forward its recommendation whether to approve, approve in modified form, or deny an application to the subsequent Advisory Authority within 30 days following the date its decision was rendered. The 30-day time limit may be extended by mutual agreement of the applicant and City.

5. Approving Authority Review and Action. The procedure for review and action on a discretionary permit or action by an Approving Authority is as follows:

a. Upon receipt of the Advisory Authority's recommendation, the Approving Authority shall approve, approve in modified form, or deny an application, and may impose reasonable conditions to the approval of an application.

b. The action of the Approving Authority shall be by written decision, setting forth the basis for the action, and shall include any applicable findings prescribed by Division 4.02 (Discretionary Permits and Actions) of this Development Code. A discretionary permit or action shall be acted upon within the timeframes specified by GC Section 65950, 65950.1, 65951, and 65952, except that Tentative Subdivision Maps shall be acted upon within the timeframes specified by GC Section 66452.1.

c. The decision of the Approving Authority shall be final and conclusive in the absence of an appeal filed pursuant to Division 2.04 (Appeals) of this Development Code.

6. Effective Date of Approving Authority Action. A discretionary permit or action shall become effective on the City business day following Approving Authority action, unless the discretionary permit is being processed concurrently with and dependent upon any legislative action; in which case, the effective date of the discretionary permit or action shall be governed by Paragraph A.6 (Effective Date of Approving Authority Action) of this Section. The Approving Authority's action to approve, approve in modified form, or deny a discretionary permit or action shall be immediately suspended upon the filing of an appeal pursuant to Division 2.04 (Appeals) of this Development Code.

C. Ministerial Permits and Decisions. The Advisory, Approving and Appeal Authorities for ministerial permits and decisions are established by Table 2.02-1 (Review Matrix) of this Division. Unless otherwise stipulated by Division 4.03 (Ministerial Permits and Decisions) of this Development

Code, the procedure for reviewing and acting upon an application requiring a ministerial permit or decision is as follows:

1. Initial Review for Application Completeness. Applications requesting ministerial permits and/or decisions shall be initially reviewed for completeness and acceptance, as follows:

a. *Review for Application Completeness.*

(1) Within 30 days following receipt of an application filed in compliance with this Division, the City shall review the application and determine, in writing, whether the application is complete for further processing, and shall transmit the determination to the applicant. If the written determination is not made within the required period, the application shall automatically be deemed complete for further processing. Upon receipt of any resubmittal of the application, a new 30-day period shall begin, during which time completeness of the resubmitted application shall be determined.

(2) If an application is determined to be incomplete for processing, the City shall specify those parts of the application that are incomplete and shall indicate the manner in which they can be made complete, including a list and thorough description of the specific information needed to complete the application. The applicant shall submit materials to the responsible City department in response to the list and description, which shall be reviewed pursuant to Subparagraph C.1.a(1), above.

(3) If an application, together with the submitted materials, is determined to be incomplete for processing, the applicant may appeal that decision to the Planning Commission pursuant to the provisions of Division 2.04 (Appeals) of this Development Code.

(4) Failure of an applicant to submit complete or adequate information pursuant to the provisions of Subparagraphs C.1.a(1) and (2), above, shall constitute grounds for denial of the application.

b. *Application Acceptance.*

(1) Following acceptance of an application as complete for processing, no new or additional information may be requested of the applicant; however, in the course of processing the application, the responsible City department may request the applicant to clarify, amplify, correct, or otherwise supplement the information required for the application. This provision shall not be so construed as to require an applicant to submit with the initial application, the entirety of the information that the responsible City department may require in order to facilitate final action on the application.

(2) Prior to accepting an application as complete for processing, the responsible City department shall inform the applicant of any information included in the list prepared pursuant to Subparagraph C.1.b(1), above, which will subsequently be required from the applicant in order to complete final action on the application.

(3) The provisions of this Subsection shall not be construed as limiting the ability of the responsible City department to request and obtain information that may be needed in order to comply with the provisions of PRC Division 13 (commencing with Section 21000).

2. Investigation. Following acceptance of an application as complete for processing, the responsible City department shall investigate the facts bearing on the application and provide the information necessary for action or determination, consistent with this Development Code and The Ontario Plan, which shall be reported to the Approving Authority.

3. Review and Action.

a. The Approving Authority shall review the application and shall then approve, approve in modified form, or deny the application. The decision of the Approving Authority shall be final and conclusive in the absence of an appeal filed pursuant to the provisions of Division 2.04 (Appeals) of this Development Code.

b. The Approving Authority shall act on a ministerial approval request within 60 days following acceptance of an application as complete for processing pursuant to Paragraph C.1 (Initial Review for Application Completeness), above. The 60-day time limit may be extended by mutual agreement of the applicant and City.

4. Effective Date of Approving Authority Action. A ministerial permit or action shall become effective immediately upon Approving Authority action. An Approving Authority action to approve or deny a ministerial permit or decision shall be immediately suspended upon the filing of an appeal pursuant to Division 2.04 (Appeals) of this Development Code.

2.02.020: Environmental Review

A. Purpose. The purpose of this Section is to assist the City in accomplishing the basic objectives of CEQA, as follows:

1. Enhance and provide long-term protection for the environment, while providing a decent home and satisfying living environment for every Californian;

2. Provide information to governmental decision-makers and the public regarding the potential significant environmental effects of the proposed project;

3. Provide an analysis of the environmental effects of future actions associated with a project in order to adequately apprise all interested parties of the true scope of the project for intelligent weighing of the environmental consequences of the project;

4. Identify ways that environmental damage can be avoided or significantly reduced;

5. Prevent significant avoidable environmental damage through utilization of feasible project alternatives or mitigation measures; and

6. Provide full public disclosure of the City's basis for project approval in the manner chosen. Public participation is an essential part of the CEQA process. Each public agency should encourage wide public involvement, formal and informal, in order to receive and evaluate public reactions to environmental issues related to a public agency's activities. The involvement should include, whenever possible, making environmental information available in electronic format on the Internet, on a web site maintained or utilized by the public agency.

B. **Applicability.** The provisions of this division shall apply to any activity of the City that is determined to be a "project" pursuant CEQA (PRC Section 21000 through Section 21178) and the CEQA Guidelines (CCR Section 15000 through Section 15387).

C. **CEQA Implementation.** Local guidelines for the implementation of CEQA shall be adopted by Resolution of the City Council. The guidelines may be changed or modified only by resolution of the City Council.

D. **Environmental Review.** The City of Ontario shall conduct an environmental review of any activity within the City that constitutes a "project" pursuant CEQA, the CEQA Guidelines and the City's local guidelines for the implementation of CEQA. Depending upon the nature and scope of a "project," it may be found to be exempt from further environmental review, or a negative declaration, mitigated negative declaration or environmental impact report may be required to be completed. Negative declarations, mitigated negative declarations, and environmental impact reports shall be prepared pursuant to the requirements of CEQA and the implementing guidelines, and the City's local guidelines for the implementation of CEQA.

2.02.025: Time Limits and Extensions

A. **Time Limits.** Discretionary permits/actions granted pursuant to this Division shall become invalid if not exercised within the below-listed timeframes:

1. Generally. Unless otherwise stipulated by the conditions of approval, a discretionary permit/action shall become invalid if not exercised within 12 months following the effective date of application approval, except as specified in Paragraphs A.2 through A.6, below, unless extended by time extension pursuant to Subsection B (Time Extensions) of this Section.

2. Development Plan. Unless otherwise stipulated by the conditions of approval, a Development Plan shall become invalid if not exercised within 24 months following the effective date of application approval, unless extended by time extension pursuant to Subsection B (Time Extensions) of this Section.

3. Tentative Subdivision Map. A Tentative Tract or Parcel Map shall become invalid if not exercised within the time limits specified by GC Section 66452.6.

4. Vesting Tentative Maps.

a. A vesting tentative map shall become invalid if not exercised within the time limits specified by Paragraph A.3 (Tentative Subdivision Map), above.

b. If a final tract map is approved prior to the expiration of the vesting tentative map, the tentative map vesting rights for the final tract map area shall last for the periods listed below:

(1) An initial period of 12 months following recordation of the final tract map. Where several final tract maps are recorded on phases of a project covered by a single vesting tentative map, the 12-month period for each final tract map shall begin on the date of recordation of that final tract map;

(2) The initial period set forth in Subparagraph A.4.b.(1), above, shall be automatically extended by any time used by the City for processing a complete application for

a grading permit or for design or architectural review, if such processing exceeds 30 days; provided, that the extension shall only be for the number of days in excess of 30 days; and

(3) If during the 24-month period following approval of a final tract map or parcel map, the City receives a complete application for a building permit and the subdivider has satisfied all requirements for the issuance of a building permit, the right to proceed with development in accordance with the tentative map shall continue until the expiration of the building permit.

5. Expiration of Vesting Development Rights. Vesting development rights shall expire if a final map is not filed for approval prior to the expiration of the vesting tentative map, as provided in Paragraph A.6 (Vesting Tentative Maps) of this Section. If the final map is approved, these rights shall last for the following time periods, extending beyond the recording of the final map:

a. An initial period of 12 months, except that where several final maps are recorded for various project phases of a single vesting tentative tract map, this initial time period shall begin with each phase, when the final map for that phase is recorded;

b. The initial time period set forth in Subparagraph A.6.b(1) of this Section shall be automatically extended by any time used for processing a complete application for a grading permit or for design or architectural review, if the processing exceeds 30 days from the date a complete application is filed;

c. A subdivider may apply for a 12-month extension at any time before the initial expiration date for map approval; and

d. If the subdivider submits a complete application for a building permit during the time periods specified in Subparagraphs A.5.a through A.5.c, above, the rights referred to herein shall continue until the expiration of that permit, or any extension of that permit.

6. Certificate of Appropriateness. A Certificate of Appropriateness granted pursuant to this Division shall become invalid if not exercised within the time limit specified by the conditions of approval, or within 24 months if no time limit has been specified.

7. Phased Projects.

a. Wherein a project involves the construction of multiple phases over an extended period, and the conditions of approval do not specify a time limit differing from Paragraphs A.2 through A.5, above, the portion of entitlement applicable to a particular phase shall be deemed exercised through the issuance of a building permit for that phase. The remainder of the entitlement related to further construction shall expire 12 months following building permit expiration, final building inspection, or Certificate of Occupancy issuance for the previous construction phase, unless extended pursuant to Subsection B, below.

b. A building permit may be issued for a subsequent phase if no more than 12 months have lapsed since a Certificate of Occupancy was issued for the previous phase and the applicant is diligently pursuing the project toward completion. However, if more than 12 months have lapsed since Certificate of Occupancy issuance or final inspection has occurred for the previous phase, and the entitlement was not extended pursuant to Subsection B, below, the entitlement granting the construction of any subsequent phases shall be deemed invalid and no

further building permits shall not be issued, unless a time extension is granted pursuant to Section 2.02.025 (Time Limits and Extensions) of this Division.

8. Projects Involving Pending Litigation. The time limits specified in Paragraphs A.1 through A.5, above, including any time extension granted pursuant to Subsection B, below, shall not include the period of time during which a lawsuit involving the approval or conditional approval of a discretionary permit is or was pending in a court of competent jurisdiction, if the stay of the time period is approved by the Approving Authority pursuant to this Division. After service of the initial petition or complaint in the lawsuit upon the City, the applicant, or property owner if different from the applicant, may apply to the local agency for a Stay of Permit Approval Time Limit. Within 40 days after receiving the application, the Review Authority may stay the time limit for up to 5 years.

9. Definition. For the purposes of this Section, the term "exercised" shall mean the following:

a. The applicant, or property owner if different from the applicant, has completed or fulfilled all conditions of approval imposed upon the permit or action by the Approving Authority; and

b. In the case of permits or actions pertaining to a development project approval, a Building Permit shall have been issued and construction shall have been diligently pursued toward project completion. In the case of permits or actions pertaining to a land use approval, the approved use shall have commenced. In the case of a Merger of Contiguous Parcels, Reversion to Acreage, or Tentative Subdivision Map, the Merger, Reversion, or Final Subdivision Map shall have been recorded at the office of the San Bernardino County Recorder.

B. Time Extensions. The time limits within which a discretionary permit or action must be exercised, may be extended as follows:

1. Project Applicant or Property Owner Requested Time Extension.

a. The project applicant, or property owner if different from the applicant, may file a Time Extension request, together with any required filing fees, with the City (Planning Department or Engineering Department, as applicable) prior to the expiration date of an approved discretionary permit or action.

b. Upon the submittal of a Time Extension request, the affected discretionary permit or action shall be granted an automatic 90-day time extension to allow sufficient time for application processing.

2. An extension of the expiration date for an approved discretionary permit or action shall be acted upon as follows:

a. The Approving Authority may grant a Time Extension upon determination of the following:

(1) Each of the findings and conditions of the original approval are still applicable to the project and there are no changed circumstances;

(2) The Time Extension will not adversely affect the public health, safety, or welfare; and

(3) There has been diligent pursuit to exercise the permit or action for which an extension is being requested.

b. The burden of proof shall lie with the permittee to establish with substantial evidence that the approval for which the Time Extension is requested should not be allowed to expire. If the Approving Authority determines that the permittee has good-faith intent to commence with the proposed project, the Approving Authority may grant a Time Extension.

c. A discretionary permit or action may be granted Time Extensions in one-year increments, not to exceed a total of three, one-year time extensions, excepting tentative subdivision maps, which shall be subject to the provisions of GC Section 66452.6.

3. Blanket Time Extensions Granted by the City Council.

a. In addition to the Time Extensions allowed pursuant to Paragraph B.1 of this Section, the City Council may, by resolution, grant time extensions for discretionary permits and actions, as identified in Table 2.02-1 (Review Matrix) of this Division, to benefit homeowners, developers, landowners, and business owners within the City that may be negatively affected by economic slowdown/downturn or recession.

b. A blanket time extension shall be applicable only to those permits and actions that have not expired prior to the date that the Time Extension is granted.

2.02.030: Failure by Applicant to Complete Application Processing

A. Within 180 days following a written request by the City for plan changes, corrections, revisions, or the submittal of additional information, an application shall be deemed withdrawn if the Planning Director determines that the applicant has not made reasonable progress toward providing necessary plan changes or corrections, or additional information. Application processing shall not resume thereafter until a new application is filed, including fees, plans, exhibits, and other materials required for any project on the same site.

B. Upon written request of the applicant, the Planning Director may order the refund of all or a portion of filing fees pursuant to Section 2.02.010.C (Refunds and Withdrawals) of this Division.

2.02.035: Limitations on Application Refiling

A final action denying an application shall prohibit the further filing of the same or a substantially similar application for a period of not less than 12 months following the date of application denial, except that an application denied without prejudice may be resubmitted within the 12-month period following application denial.

2.02.040: Indemnification

It shall be a condition of any application approved pursuant to this Division, or any approval or certification required pursuant to CEQA or the CEQA Guidelines, that a property owner or

applicant, if different from the property owner, shall defend, indemnify, and hold harmless the City and its agents, officers, attorneys, and employees:

A. From any claim, action, or proceeding brought against the City or its agents, officers, attorneys, or employees, to attack, set aside, void, or annul the City's decision to approve any development, land use permit, and/or approvals and certifications under CEQA, but excluding any subdivision approval governed by GC Section 66474.9. This indemnification shall include, but not be limited to, damages, fees, and/or costs awarded against the City, if any, and the cost of any suit, attorney's fees, and/or other costs, liabilities, and expenses incurred in connection with a lawsuit, whether incurred by the applicant, the City, and/or the parties initiating or bringing a lawsuit;

B. For all costs incurred in additional investigation and/or study of, or for supplementing, preparing, redrafting, revising, or amending any document (such as, but not limited to, a negative declaration, mitigated negative declaration, environmental impact report, general plan amendment, specific plan, or specific plan amendment), if made necessary by a lawsuit and if the applicant desires to pursue securing approvals that are condition of application approval, after initiation of a lawsuit; and

C. For all costs, fees, and damages that the City incurs in enforcing the indemnification provisions set forth in Subsections A and B of this Section.

Division 2.03—Public Hearings

Sections:

2.03.000: Purpose
2.03.005: Applicability
2.03.010: Public Hearing Notices
2.03.015: Public Hearing Procedures
2.03.020: Request for Notification
2.03.025: Failure to Receive a Public Notice
2.03.030: Cemeteries

2.03.000: Purpose

The purpose of this Division is to implement GC Division 1, Chapter 2.7 (commencing with GC Section 65090), which governs public hearing and notification procedures for consideration of legislative actions, discretionary land use and development entitlements, and discretionary administrative actions. Public hearings are not required for nondiscretionary administrative permits, decisions, and actions; however, public notice may be required pursuant to this Division.

2.03.005: Applicability

A. A public hearing for a legislative action, land use or development entitlement, or any other matters pertaining to this Development Code requiring a public hearing pursuant to GC Division 1, Chapter 2.7 (commencing with GC Section 65090), shall be scheduled and heard in accordance with the provisions of this Division.

B. Public hearing notification for legislative actions, land use or development entitlements, or administrative permits, decisions, or actions shall be provided in the manner prescribed by Table 2.03-1 (Notification Matrix), below.

Table 2.03-1: Notification Matrix

Applications, Actions, Decisions And Processes	*Required Method of Public Notification*			
	Not Required	*Newspaper or Posting [2]*	*First Class Mail or Delivery [2]*	*Newspaper—1/8 page advertisement if the number of property owners to whom notices would be mailed or delivered is greater than 1,000*
A. LEGISLATIVE ACTIONS				
1. Airport Land Use Compatibility Plan and Amendments **[1]** (Ref: ODC Section 4.01.010)		X	X	X
2. Development Agreements **[1]** (Ref: ODC Section 4.01.015)		X	X	X

Table 2.03-1: Notification Matrix

Applications, Actions, Decisions And Processes	*Required Method of Public Notification*			
	Not Required	*Newspaper or Posting [2]*	*First Class Mail or Delivery [2]*	*Newspaper—1/8 page advertisement if the number of property owners to whom notices would be mailed or delivered is greater than 1,000*
3. Development Code Amendments **[1]** (Ref: ODC Section 4.01.020)				X
4. Amendment to the Policy Plan (General Plan) Component of The Ontario Plan **[1]** (Ref: ODC Section 4.01.025)		X	X	X
5. Planned Unit Developments and Amendments **[1]** (Ref: ODC Section 4.01.030)		X	X	X
6. Specific Plans and Amendments **[1]** (Ref: ODC Section 4.01.035)		X	X	X
7. Williamson Act Contract Cancellations **[1]** (Ref: GC Section 51200, et seq.)		X	X	X
8. Zone Changes **[1]** (Ref: ODC Section 4.01.040)		X	X	X
B. DISCRETIONARY PERMITS AND ACTIONS				
1. Billboard Relocation Agreements **[1]** (Ref: ODC Section 4.02.010)	X			
2. Conditional Use Permits (Ref: ODC Section 4.02.015)				
a. Hotels, Motels and Residence Inns **[1]**		X	X	
b. Use established in conjunction with a Development Plan **[1]**		X	X	
c. Use established within an existing structure **[1]**		X	X	
d. Modification or revocation per ODC Division 2.05 (City Initiated Modification or Revocation) **[1]**		X	X	
e. Revocation due to abandonment of use per ODC Division 2.05 (City Initiated Modification or Revocation) **[1]**		X	X	
3. Density Bonus and Other Incentives (Ref: ODC Section 6.01.010.H) **[1]**		X	X	
4. Development Plans, except within the ONT zoning district (Ref: ODC Section 4.02.025)				
a. Residential developments totaling 5 or more dwelling units or the development of 3 or more dwelling units on a single lot or parcel		X		

Table 2.03-1: Notification Matrix

Applications, Actions, Decisions And Processes	*Required Method of Public Notification*			
	Not Required	*Newspaper or Posting [2]*	*First Class Mail or Delivery [2]*	*Newspaper—1/8 page advertisement if the number of property owners to whom notices would be mailed or delivered is greater than 1,000*
b. Commercial developments, and developments in the CIV, OS-R, OS-C and UC zoning districts, greater than 500 SF in area		X		
c. Industrial developments equal to or less than 0.45 FAR		X		
d. Industrial developments exceeding 0.45 FAR		X		
e. Wireless telecommunications facilities pursuant to Section 5.03.420 (Wireless Telecommunications Facilities) of this Development Code				
(1) Tier 2 facilities		X		
(2) Tier 3 facilities		X		
f. All others		X		
5. Extensions of Legal Nonconforming Status **[1]** (Ref: ODC Section 4.02.030)		X	X	
6. Historic Preservation				
a. Certificates of Appropriateness (Ref: ODC Section 4.02.050)				
(1) Designated Historic Landmarks and Contributors, and Architectural Conservation Areas; and Demolition of an Historic Resource **[1]**		X	X	
(2) Deferral of Replacement Structure **[1]**		X	X	
(3) Eligible Historic Resources **[1]**		X	X	
(4) Modification or revocation per ODC Division 2.05 (City Initiated Modification or Revocation) **[1]**		X	X	
(5) Waivers and Minor Improvements	X			
b. Certificates of Economic Hardship **[1]** (Ref: ODC Section 4.02.055)		X	X	
c. Certificates of Economic Hardship—Modification or revocation per ODC Division 2.05 (City Initiated Modification or Revocation) **[1]**		X	X	
d. Conservation Plans (Ref: ODC Section 4.02.060)		X		

Table 2.03-1: Notification Matrix

Applications, Actions, Decisions And Processes	*Required Method of Public Notification*			
	Not Required	*Newspaper or Posting [2]*	*First Class Mail or Delivery [2]*	*Newspaper—1/8 page advertisement if the number of property owners to whom notices would be mailed or delivered is greater than 1,000*
e. Historic Resource Tiering (Ref: ODC Section 4.02.040), including Rescinding or Amending Status (Ref: ODC Section 4.02.045)	X			
f. Local Historic Landmark and Local District Designations, and Architectural Conservation Areas (Ref: ODC Section 4.02.040), including Rescinding or Amending Status (Ref: ODC Section 4.02.045)		X		
g. Mills Act Contracts (Ref: ODC Section 4.02.065)		X		
h. Mills Act Cancellations **[1]**		X	X	
i. Addition/Removal of Resources to/from the Ontario Register (Ref: ODC Section 4.02.045)				
(1) At the request of the property owner, or upon City initiation if the most recently prepared Historic Resource Survey evaluating the resource is more than 5 years old.	X			
(2) Loss of all historic and/or cultural significance due to a catastrophe causing a loss of integrity, or due to extensive legally performed alterations performed after the property was initially surveyed.	X			
7. Interpretations and Land Use Determinations (Ref: ODC Section 1.02.010)	X			
8. Master Plans and Amendments **[1]** (Ref: ODC Section 4.02.070)		X	X	X
9. Minor Adjustments/Alterations **[4]** (Ref: ODC Section 4.02.020.C)		X**[5]**	X	
10. Nonconforming Structure Reconstruction **[1]** (Ref: ODC Section 3.01.020)		X	X	
11. Parking Reduction (Ref: ODC Section 6.03.025)	X			
12. Sign Programs (Ref: ODC Section 4.02.075)	X			
13. Specific Plan Minor Amendments (Ref: ODC Section 4.02.080)	X			
14. Stays of Permit Approval Time Limit (Ref: ODC Section 2.02.025.A.8)	X			

Table 2.03-1: Notification Matrix

Applications, Actions, Decisions And Processes	*Required Method of Public Notification*			
	Not Required	*Newspaper or Posting [2]*	*First Class Mail or Delivery [2]*	*Newspaper—1/8 page advertisement if the number of property owners to whom notices would be mailed or delivered is greater than 1,000*
15. Subdivisions				
a. Lot Merger (Merger of Contiguous Parcels) **[1]** (Ref: ODC Section 4.02.085)		X	X	
b. Reversions to Acreage **[1]** (Ref: ODC Section 4.02.090)		X	X	
c. Tentative Tract and Parcel Maps, and Vesting Maps **[1]** (Ref: ODC Section 4.02.095)		X	X	
d. Tentative Tract and Parcel Map Time Extensions (Ref: ODC Section 2.02.025.A.3 & 4)		X		
16. Time Extensions, excepting tentative subdivision maps (Ref: ODC Section 2.02.025)	X			
17. Variances (Ref: ODC Section 4.02.020.E)				
a. Homeowner **[1]**		X	X	
b. Other **[1]**		X	X	
C. MINISTERIAL (ADMINISTRATIVE) PERMITS AND DECISIONS				
1. Administrative Exceptions (Ref: ODC Section 4.03.050.C)	X			
2. Administrative Use Permit (Ref: ODC Section 4.02.015)	X			
3. Business License - Zoning/Land Use Compliance (Ref: OMC 3-1.129 Zoning Compliance)	X			
4. Development Plans within the ONT zoning district (Ref: ODC Section 4.02.025)	X			
5. Fair Housing and Reasonable Accommodation (Ref: ODC Section 4.02.035)	X			
6. Landscape and Irrigation Documentation Plans (Ref: ODC Section 6.05.015)	X			
7. Off-Site (Public) Improvement Plans (Ref: ODC Section 6.08.040)	X			
8. ONT ALUCP Interagency Reviews **[3]** (Ref: ONT ALUCP)	X			
9. Other Plan Checks and actions required by this Development Code	X			

Table 2.03-1: Notification Matrix

Applications, Actions, Decisions And Processes	*Required Method of Public Notification*			
	Not Required	*Newspaper or Posting [2]*	*First Class Mail or Delivery [2]*	*Newspaper—1/8 page advertisement if the number of property owners to whom notices would be mailed or delivered is greater than 1,000*
10. Shopping Cart Retention Plans (Ref: ODC Section 6.11.020)	X			
11. Sign Plans (Ref: ODC Section 4.03.020)	X			
12. Single-Family Two-Unit Developments (Ref: ODC Section 5.03.403)	X			
13. Subdivisions				
a. Certificates of Compliance (Ref: ODC Section 4.03.025)	X			
b. Final Tract and Parcel Maps, and Vesting Maps (Ref: ODC Section 4.03.030)	X			
c. Lot Line Adjustments (Ref: ODC Section 4.03.035)	X			
d. Map Corrections and Amendments (Ref: ODC Section 4.03.040)	X			
e. Street Address Numbering (Ref: ODC Section6.06.010)	X			
f. Street Name Assignment (Ref: ODC Section 6.06.010)	X			
g. Subdivision Improvement Agreement (Ref: ODC Section 6.08.040.G)	X			
h. Urban Lot Splits (Ref: ODC Section 8.08.060)	X			
14. Tier 1 wireless telecommunications facility pursuant to ODC Section 5.03.415 (Wireless Telecommunications Facilities)	X			
15. Walls, Fences, and Other Obstructions Plans not associated with a Development Plan (Ref: ODC Section 6.02.005)	X			
D. ENVIRONMENTAL DETERMINATIONS AND ACTIONS				
1. Environmental Impact Reports (EIRs) (Ref: CCR Section 15080, et seq.)		X	X	X
2. Exempt Projects (Ref: CCR Section 15300, et seq.)	X			
3. Ministerial Projects (Ref: CCR Section 15268)	X			

Table 2.03-1: Notification Matrix

Applications, Actions, Decisions And Processes	*Required Method of Public Notification*			
	Not Required	*Newspaper or Posting [2]*	*First Class Mail or Delivery [2]*	*Newspaper—1/8 page advertisement if the number of property owners to whom notices would be mailed or delivered is greater than 1,000*
4. Negative Declarations (NDs) and Mitigated Negative Declarations (MNDs) (Ref: CCR Section 15070, et seq.)		X		
5. Addendums to previously certified EIRs and previously adopted NDs and MNDs (Ref: CCR Section 15164)	X			

Notes:

[1] Public hearing notification is required pursuant to Section 2.03.010 (Public Hearing Notification) of this Division.

[2] Public notification shall not be required for Development Advisory Board or Historic Preservation Subcommittee hearings when acting in the capacity of an Advisory Authority.

[3] Refer to the Ontario International Airport Land Use Compatibility Plan (ONT ALUCP) for procedures for application processing and administration, and appeals processing.

[4] A Minor Adjustment/Alteration shall require notification pursuant to Paragraph 4.02.020.C.3 (Application Filing, Processing and Hearing) of this Development Code.

[5] Publication or posting of a legal notice is required only if a public hearing is requested by the applicant, an abutting property owner, or other affected person or entity.

2.03.010: Public Hearing Notification

A. Public Hearing Notice Minimum Information. Public hearing notices shall contain the following minimum information:

1. A general description, in text or by diagram, of the location of the real property that is the subject of the hearing;

2. Time, place, and location of the public hearing;

3. A general description of the matter to be considered;

4. A statement indicating that additional application materials and documentation are on file with the City of Ontario and where such additional project information may be viewed or obtained;

5. A statement that any interested person may appear at the hearing or submit written material prior to the commencement of the hearing; and

6. The identity of the hearing body or officer.

B. **Notices for Public Hearings Conducted by the City Council.** A notice for a public hearing conducted by the City Council shall not be published, mailed, delivered, or posted in advance of a public hearing conducted by the Planning Commission pursuant to Table 2.02-1 (Review Matrix) of this Development Code, as the public hearing notice shall include the recommendation of the Planning Commission.

C. **Public Notification Required 10 Days in Advance of any Public Hearing.** Public hearing notification shall be provided a minimum of 10 days in advance of any public hearing (20 days if a proposed ordinance or amendment to a zoning ordinance affects the permitted uses of real property) and shall be provided by one or more of the following methods, as necessary:

1. First Class Mail or Delivery. First Class Mail or delivery shall be provided to:

a. Any person filing a request to the Planning Department to receive such notices; and

b. All owners of real property located within the specified minimum exterior boundaries of the property that is the subject of the hearing, as shown on the last equalized assessment roll, or records of the county assessor or tax collector if those records contain more recent information than the information contained on the assessment roll, except that:

(1) For Minor Variances, the area of notification shall include all properties having a property line common with the affected property;

(2) For discretionary applications, the area of notification shall be within 300 FT of the exterior boundaries of the property that is the subject of the hearing;

(3) For wireless telecommunications facilities located 500 FT or less from residentially zoned property, the area of notification shall be within 500 FT of the exterior boundaries of the property that is the subject of the hearing; and

(4) For legislative applications, the area of notification shall be within 600 FT of the exterior boundaries of the property that is the subject of the hearing.

c. The owner's duly authorized agent, if any; and

d. The project applicant; and

e. Any owner of a mineral right pertaining to the subject real property who has recorded a notice of intent to preserve the mineral right pursuant to CC Section 883.230; and

f. Each local agency expected to provide water, sewage, streets, roads, schools or other essential facilities or services to the project, whose ability to provide those facilities and services may be significantly affected.

2. Number of Owners Requiring Public Hearing Notification Is Greater Than 1,000. If the number of owners to whom notice would be mailed or delivered pursuant to Subparagraph C.1.b of this Section, is greater than 1,000, in lieu of mailed or delivered notice, a display advertisement of at least 1/8 page may be placed in at least one newspaper of general circulation within the City of Ontario.

3. Public Hearing Notice Publication. If notice is mailed or delivered pursuant to Subparagraph C.1.b of this Section, notice shall also be published in at least one newspaper of general circulation in the City or, if there is no such newspaper of general circulation, the notice shall be posted in at least 3 public places within the boundaries of the City, including the subject site.

4. Supplemental Public Noticing Requirements — Posting.

a. In addition to the requirements of paragraphs C.1 through C.3, above, supplemental public notice shall be provided, which consists of one or more large public notification signs consisting of a 6-foot-tall freestanding sign, having a sign face measuring 4 feet tall by 8 feet wide, which shall be posted on the project site for development related projects meeting any of the following criteria:

(1) The proposed project is planned to be developed at a higher density or intensity than the existing surrounding neighborhood; and/or

(2) The proposed project requires a General Plan Amendment, Specific Plan Amendment, or Zone Change; and/or

(3) The proposed project requires the preparation of an environmental impact report; and/or

(4) The Planning Director has determined that supplemental public notice is necessary and desirable based on the nature of the proposed project. For large projects, the planning director may determine that more than one sign is necessary.

b. A cash deposit is required in an amount adopted by resolution of the City Council, to ensure compliance with the supplemental notification requirements, including maintenance and removal of the large notification sign.

c. In order to implement the large public notification signs as an effective form of public notification, the following rules and standards shall apply:

(1) Large public notification signs shall be constructed and installed pursuant to the specifications established and published by the Planning Director.

(2) Large public notification signs shall be posted at each of the project site's street-facing corners and a logical midpoint of each street frontage, unless otherwise directed by the Planning Director. Sign locations shall be approved by the Planning Director in conjunction with a Sign Plan for a temporary sign issued pursuant to the requirements of Division 8.01 (Sign Regulations) of this Development Code.

(3) The fabrication and installation of a large public notification sign shall be the responsibility of the project applicant. Once the project application is deemed complete and all notification signs installed per city standards, the proposed project will be scheduled for all required public hearings.

(4) Large public notification signs shall be maintained in good condition and shall remain in place until the final decision on the proposed project has been made or the application is withdrawn.

(5) Large public notification signs shall be removed by the applicant within 14 days following the final decision on the project or the date of application withdrawal. Failure to remove the sign within the prescribed period shall result in forfeiture of the cash deposit and removal of the sign by the City.

5. Other Acceptable Methods of Public Noticing. In addition to the public noticing required by Paragraphs C.1 through C.4 of this Section, the City may give notice of a hearing by any other method deemed necessary or desirable by the Planning Director.

D. **Public Notices Required Pursuant to CEQA.** Public notification required pursuant to CEQA shall be prepared and advertised consistent with the requirements of the "City of Ontario Guidelines for the implementation of the California Environmental Quality Act," latest edition.

2.03.015: Public Hearing Procedures

A. At any public hearing held pursuant to the provisions of this Division, the Advisory, Approving or Appeal Authority shall hear the applicant, appellant, and any interested persons. The Advisory, Approving or Appeal Authority may restrict the oral presentation by any person to a time period established in the rules and procedures of the Authority, and may preclude the introduction of any evidence determined to be irrelevant to the public hearing. However, an Advisory, Approving or Appeal Authority shall receive any person's written statement.

B. In the event that an Advisory, Approving or Appeal Authority has obtained evidence outside of the hearing, the information shall be placed into the record. Thereafter, the applicant, appellant or any interested person may rebut the information and shall be entitled to a continuance for that purpose; however, no person may examine an Advisory, Approving or Appeal Authority.

C. Any action or decision of an Advisory, Approving or Appeal Authority shall require a majority vote of its attending members. An abstention by any member who is present at the hearing, and has heard all presented evidence, shall constitute an affirmative vote on any motion regarding the application.

D. When an action or decision of an Approving Authority is anticipated to be contested, the City shall insure that a verbatim record of the hearing is made and duly preserved, provided that a written request is submitted to the City, along with a deposit equal to the total anticipated cost of preparing the record, at least 5 days prior to the date of the hearing. If the actual cost to prepare the record is greater than the provided deposit, the difference (amount owed) shall be paid to the City prior to the record being made available. The City shall return any unused portion of the deposit following completion of the record.

E. Any public hearing conducted pursuant to this Section may be continued from time-to-time. If a hearing is continued at the request of an applicant or appellant, the continuance shall constitute a waiver of any applicable time period in which to act or render a decision.

F. Any action or decision of the Approving Authority shall be final and conclusive, unless appealed pursuant to the provisions of Division 2.04 (Appeals) of this Development Code.

2.03.020: Request for Notification

Wherein notice of a public hearing is required pursuant to Section 2.03.010 (Public Hearing Notices) of this Division, the notice shall also be mailed or delivered at least 10 days prior to the hearing to any person who has filed a written request for such notice with either the city clerk or the Planning Department.

2.03.025: Failure to Receive a Public Notice

Pursuant to GC Section 65093, the failure of any person or entity to receive notice given pursuant to this Division shall not constitute grounds for any court to invalidate the actions of the Approving Authority for which the notice was given.

2.03.030: Cemeteries

Wherein an application is submitted for a Development Code Amendment, General Plan Amendment, Specific Plan Amendment, Variance, Conditional Use Permit, Development Plan, or any entitlement for use which would permit all or any part of a cemetery, as defined in HSC Section 8100, to be used for other than cemetery purposes, the City shall give notice pursuant to Section 2.03.010 (Public Hearing Notices) of this Division. Those persons requesting notice shall be notified by the City at the address provided at the time of the request.

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Division 2.04—Appeals

Sections:

2.04.000: Purpose
2.04.005: Applicability
2.04.010: Appeals
2.04.015: Planning Commission Right to Direct that a Decision or Action of the Zoning Administrator or Development Advisory Board be Further Considered
2.04.020: City Council Right to Direct that a Decision or Action of the Planning Commission, Zoning Administrator, or Development Advisory Board be Further Considered

2.04.000: Purpose

The purpose of this Division is to implement GC Section 65903, which governs the establishment of procedures for the filing, processing and hearing of appeals on actions or decisions of a City department, agency, or Approving Authority.

2.04.005: Applicability

Any person having legal standing, including but not limited to an applicant, resident, business owner, or any person owning real property within the City, that is aggrieved by an interpretation, action or decision made pursuant to this Development Code by any City agency or department, or by an Approving Authority, may appeal such action to the Appeal Authority in accordance with the provisions of this Division.

2.04.010: Appeals

A. Appeal Authority.

1. The Appeal Authority for all legislative actions, discretionary permits and actions, and ministerial permits and decisions, is hereby established pursuant to Table 2.02-1 (Review Matrix) of this Development Code.

2. The Appeal Authority for an administrative interpretation, action, or decision made by any City agency or department head regarding any matter prescribed or governed by this Development Code may be appealed to the Planning Commission, except as otherwise prescribed by this Development Code.

B. Appeal Procedure.

1. An appeal request shall be filed with the Planning Department on a City application form, along with any appropriate fees established by resolution of the City Council, within 10 days following the action or decision being appealed. The appeal shall include a statement identifying the specific action or decision of the Approving Authority that is being appealed, the specific grounds for the appeal, and the relief requested from the Appeal Authority.

2. An appeal of an action or decision by the Approving Authority shall be limited to those matters raised during the hearing and contained in the appeal statement. The Appeal Authority shall not consider any matter that was not raised during the hearing before the Approving Authority and contained in the appeal statement.

3. Upon receipt of an appeal request, copies of the request and supporting information shall be conveyed to the Appeal Authority within 45 days (30 days for a tentative subdivision map) following the filing of the appeal request. The Appeal Authority shall set the matter for hearing, which shall be noticed and conducted pursuant to Division 2.03 (Public Hearings) of this Development Code.

4. Upon receipt of an appeal request, the Planning Director shall prepare the record on the subject matter of the appeal, including any staff reports and meeting minutes, and transmit the record to the Appeal Authority. The Planning Director shall also prepare a written report responding to the appeal statement, containing a recommendation on the appeal and appropriate findings supporting the recommendation, along with any appropriate conditions of approval. The report shall be made available to the Appellant at least 72 hours prior to the hearing before the Appeal Authority.

5. Within 30 days (10 days for a tentative subdivision map) following the conclusion of the hearing, the Appeal Authority shall render its decision on the appeal. The Appeal Authority may deny the appeal or may grant the appeal in whole or in part, along with any conditions it deems necessary to protect the public health, safety and general welfare. The decision shall include all required findings.

2.04.015: Planning Commission Right to Direct Further Consideration of a Zoning Administrator or Development Advisory Board Action

A. Agendas of Zoning Administrator and Development Advisory Board hearings shall be provided to the Planning Commission at least 72 hours prior to the date of the hearing.

B. Within 10 days following any decision or action of the Zoning Administrator or Development Advisory Board, the Planning Commission may call-up such decision or action for further consideration.

C. Upon calling-up a decision or action pursuant to Subsection B, above, the Planning Commission shall set the matter for hearing, which shall be noticed and conducted pursuant Division 2.03 (Public Hearings) of this Development Code. The hearing shall proceed pursuant to Subsection 2.04.010.B (Appeal Procedure) of this Division.

D. The Planning Commission may affirm, reverse, or modify the decision or action being reconsidered. The Planning Commission's decision shall be final and conclusive in the absence of an appeal filed pursuant to this Division.

2.04.020: City Council Right to Direct Further Consideration of a Planning Commission, Zoning Administrator, or Development Advisory Board Action

A. All agendas for Zoning Administrator, Development Advisory Board and Planning Commission hearings shall be provided to the City Council at least 72 hours prior to the date of the hearing.

B. Within 10 days following any decision or action of the Planning Commission, Zoning Administrator, or Development Advisory Board, the City Council may direct that such decision or action be sent to the Planning Commission for further consideration.

C. Within 10 days following any decision or action of the Planning Commission, the City Council may call-up such decision for further consideration.

D. Upon sending or calling-up a decision or action pursuant to Subsections B and C of this Section, the applicable hearing body shall set the matter for hearing, which shall be noticed and conducted pursuant to Division 2.03 (Public Hearings) of this Development Code. The hearing shall proceed pursuant to Section 2.04.010.B (Appeal Procedure) of this Division.

E. The Planning Commission or City Council may affirm, reverse, or modify the decision or action being reconsidered. The Planning Commission's decision shall be final and conclusive, unless appealed to the City Council pursuant to Section 2.04.010 (Appeals) of this Division. The City Council's decision shall be final and conclusive.

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Division 2.05—City Initiated Modification or Revocation

Sections:

2.05.000: Purpose
2.05.005: Applicability
2.05.010: Procedures for Disciplinary or Punitive Modification or Revocation
2.05.015: Procedures for Conditional Use Permit Revocation Due to Abandonment of Use

2.05.000: Purpose

The purpose of this Division is to:

A. Establish procedures for securing disciplinary or punitive modification or revocation of a previously granted Conditional Use Permit, or Historic Preservation—Certificate of Appropriateness or Certificate of Economic Hardship; and

B. Establish procedures for the revocation of Conditional Use Permits, for which the land use granted has been abandoned.

2.05.005: Applicability

A. Conditional Use Permit.

1. Disciplinary or Punitive Modification.

a. The Approving Authority shall have authority to add, delete, or modify conditions of approval imposed upon a previously granted Conditional Use Permit, based upon one or more of the following causes of action:

(1) The Conditional Use Permit granted is being, or has recently been exercised contrary to the terms and/or conditions of application approval;

(2) The Conditional Use Permit granted is being, or has recently been exercised in violation of a federal, State or City statute, ordinance, law, or regulation; and/or

(3) The Conditional Use Permit granted was exercised in a way that is detrimental to the public peace, health, safety, or welfare, or constitutes a nuisance.

b. The action to modify a Conditional Use Permit shall have the effect of changing the physical and/or operational aspects of the Conditional Use Permit. The changes may include the physical and/or operational aspects related to noise, buffers, duration of the permit, hours of operation, landscaping and maintenance, lighting, parking, performance guarantees, property maintenance, signs, surfacing, traffic circulation, or any other aspect or condition determined to be reasonable and necessary to ensure that the Conditional Use Permit is implemented in a manner consistent with the original findings for approval, and all conditions of project approval.

2. Disciplinary or Punitive Revocation.

a. The Approving Authority shall have authority to revoke a Conditional Use Permit, based upon one or more of the following causes of action:

(1) The Conditional Use Permit approval was obtained by fraud;

(2) The Conditional Use Permit granted is not being exercised, has ceased to exist, or has been suspended for more than 180 consecutive days;

(3) The Conditional Use Permit granted is being, or has recently been exercised contrary to the terms and/or conditions of application approval;

(4) The Conditional Use Permit granted is being or has been exercised in violation of a federal, State or City statute, ordinance, law, or regulation; and/or

(5) The Conditional Use Permit granted was exercised in a way that is detrimental to the public peace, health, safety, or welfare, or constitutes a nuisance.

b. The Approving Authority's action to revoke a Conditional Use Permit shall have the effect of terminating the permit and denying the privileges granted by the original approval and any subsequent modifications.

3. Revocation of Due to Abandonment of Use. A Conditional Use Permit granting a land use that is not being exercised, has ceased to exist, or has been suspended for more than 180 consecutive days, may be deemed to be abandoned (cause of action) and may be revoked solely on the basis of its abandonment.

B. Historic Preservation—Certificate of Appropriateness or Certificate of Economic Hardship.

1. Disciplinary or Punitive Modification.

a. The Approving Authority shall have authority to add, delete, or modify conditions of approval imposed upon a previously granted Certificate of Appropriateness or Certificate of Economic Hardship, based upon one or more of the following causes of action:

(1) The Certificate of Appropriateness or Certificate of Economic Hardship granted is being, or has recently been exercised contrary to the terms and/or conditions of certificate approval;

(2) The Certificate of Appropriateness or Certificate of Economic Hardship granted is being, or has recently been exercised in violation of a federal, State or City statute, ordinance, law, or regulation; and/or

(3) The Certificate of Appropriateness or Certificate of Economic Hardship granted was exercised in a way that is detrimental to the public peace, health, safety, or welfare, or constitutes a nuisance.

b. The action to modify a Certificate of Appropriateness or Certificate of Economic Hardship shall have the effect of changing the physical aspects of the certificate, such as landscaping and irrigation, lighting, parking, performance guarantees, property maintenance, signs, paving, or any other aspect or condition determined to be reasonable and necessary to

ensure that the certificate is implemented in a manner consistent with the original findings for approval, and all conditions of project approval.

2. Disciplinary or Punitive Revocation.

a. The Approving Authority shall have authority to revoke a Certificate of Appropriateness or Certificate of Economic Hardship, based upon one or more of the following causes of action:

(1) The Certificate of Appropriateness or Certificate of Economic Hardship approval was obtained by fraud;

(2) The Certificate of Appropriateness or Certificate of Economic Hardship granted is not being exercised;

(3) The Certificate of Appropriateness or Certificate of Economic Hardship granted is being, or has recently been exercised contrary to the terms and/or conditions of application approval;

(4) The Certificate of Appropriateness or Certificate of Economic Hardship granted is being or has been exercised in violation of a federal, State or City statute, ordinance, law, or regulation; and/or

(5) The Certificate of Appropriateness or Certificate of Economic Hardship granted was exercised in a way that is detrimental to the public peace, health, safety, or welfare, or constitutes a nuisance.

b. The Approving Authority's action to revoke a Certificate of Appropriateness or Certificate of Economic Hardship shall have the effect of terminating the certificate and denying the privileges granted by the original approval and any subsequent modifications.

2.05.010: Procedures for Disciplinary or Punitive Modification or Revocation

A. Initiation of Modification or Revocation.

1. Conditional Use Permit. It shall be the responsibility of the Zoning Administrator to determine whether reasonable grounds exist to initiate a Conditional Use Permit modification or revocation.

2. Certificate of Appropriateness or Certificate of Economic Hardship. It shall be the responsibility of the Historic Preservation Subcommittee to determine whether reasonable grounds exist to initiate a Certificate of Appropriateness or Certificate of Economic Hardship modification or revocation.

B. Hearing Notification. Upon determination that reasonable grounds exist to initiate a permit or certificate modification or revocation, the City shall:

1. Schedule a hearing before the Approving Authority, which shall be noticed pursuant to Division 2.03 (Public Hearings) of this Development Code, based upon the type of application being considered (Note: If Division 2.03 (Public Hearings) does not require public

notification for the application type being considered, no public notice shall be required for the modification/revocation hearing); and

2. Serve the affected applicant(s) and property occupant(s), and property owner if different from the applicant(s) or property occupant(s), with a *Notice of Commencement of Modification/Revocation Proceedings*. The notice shall be sent by certified mail at least 10 days prior to the public hearing date, and shall contain the following minimum information:

a. A description of the subject property, including street address, Assessor Parcel Number(s) or legal description;

b. The name(s) of the owner, and name(s) of occupants if different from the owner;

c. The project file number and date of issuance;

d. A description of the authorized land use or development entitlement, or discretionary administrative permit;

e. Statements supporting one or more of the causes of action contained in Section 2.05.005 (Applicability) of this Division;

f. A statement that the Approving Authority will hold a public hearing within 60 days following the date of the Notice, to determine whether sufficient cause exists and that the Approving Authority, at the conclusion of the hearing, may either revoke the entitlement or permit, or take other action as deemed appropriate to ensure entitlement or permit compliance;

g. A statement that the applicant, owner, and/or occupant may appear in person and/or be represented by legal counsel, may present oral and documentary evidence, and may call witnesses and may ask questions of witnesses called on behalf of the City; and

h. The date, time, and place of the public hearing.

C. Hearing.

1. The modification or revocation shall be heard and acted upon pursuant to the procedures for public hearings contained in Division 2.03 (Public Hearings) of this Development Code.

2. At the conclusion of the hearing, the Approving Authority may take appropriate action to ensure permit or certificate compliance, including the addition, deletion, or modification of conditions of approval, or revocation of the permit or certificate.

D. Decision and Notice to Property Owner.

1. Within 45 days following the conclusion of the modification or revocation hearing, the Approving Authority shall render a decision and shall mail notice of the decision, including facts and reasons supporting the causes of action, to the property owner and property occupant, if different from the property owner, and any other interested persons that have filed a written request for the notice.

2. The decision of the Approving Authority to modify or revoke an approved discretionary permit or action shall be final and conclusive in the absence of an appeal filed pursuant to Division 2.04 (Appeals) of this Development Code.

2.05.015: Procedures for Conditional Use Permit Revocation Due to Abandonment of Use

A. Revocation Initiation. The Approving Authority may initiate the revocation of a Conditional Use Permit when sufficient grounds exist, which clearly demonstrate abandonment of the use granted.

B. Hearing Notification. Upon determination by the Approving Authority that reasonable grounds exist to initiate Conditional Use Permit revocation, the Approving Authority shall conduct a hearing, setting the date and time upon which the request will be considered. Notice of the hearing shall be given, and the hearing shall be conducted, pursuant to Division 2.03 (Public Hearings) of this Development Code.

C. Decision and Notice to Property Owner.

1. The Approving Authority shall not revoke a Conditional Use Permit if there is a compelling government interest in maintaining the subject permit.

2. The Approving Authority's action to revoke a Conditional Use Permit shall have the effect of terminating the land use permit, along with any privileges granted by the original approval and any subsequent modifications that may have been granted.

3. Following the conclusion of the revocation hearing, the Approving Authority shall render a decision and shall mail notice of the decision, including facts and reasons supporting the cause of action, to the property owner and property occupant, if different from the property owner, and any other interested persons that have filed a written request for the notice.

4. The decision of the Approving Authority shall be final and conclusive in the absence of an appeal filed pursuant to Division 2.04 (Appeals) of this Development Code.

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Division 2.06—Performance Guarantees

Sections:

2.06.000: Purpose
2.06.005: Applicability
2.06.010: Surety Form and Amount
2.06.015: Surety for Maintenance
2.06.020: Duration of Surety
2.06.025: Release or Forfeiture of Surety

2.06.000: Purpose

The purpose of this Division is to establish a procedure by which a discretionary permit or action, or ministerial permit or decision may require, by conditions of approval or by action of the Approving Authority, to provide surety guaranteeing the faithful performance and proper completion of any approved work and compliance with conditions of approval.

2.06.005: Applicability

The provisions of this Division shall apply to performance guarantees for projects authorized by any a discretionary permit or action, or ministerial permit or decision required by this Development Code.

2.06.010: Surety Form and Amount

The required surety shall be in a form (e.g., cash deposit, certificate of deposit, surety bond, etc.) approved by the Planning Director or City Engineer, upon recommendation of the City Attorney. The amount of surety shall be as determined by the Planning Director and/or City Engineer to be necessary to ensure proper completion of the work and compliance with conditions of approval.

2.06.015: Surety for Maintenance

In addition to any improvement surety required to guarantee proper completion of work, the Planning Director or City Engineer may require surety for maintenance of the work in an amount determined by the Planning Director and/or City Engineer to be sufficient to ensure the proper maintenance and functioning of improvements.

2.06.020: Duration of Surety

Required improvement surety shall remain in effect until final inspections have been made and all work has been accepted by the Planning Director and/or City Engineer, or until any warranty period required by the Planning Director and/or City Engineer has lapsed. Maintenance surety shall remain in effect for the one-year period following the date of final inspection.

2.06.025: Release or Forfeiture of Surety

A. Upon satisfactory completion of work and the approval of a final inspection at the end of the required time for maintenance surety, the improvement and/or maintenance deposits or bonds shall be released.

B. Upon failure to complete all required work, failure to comply with all of the terms of any applicable permit or failure of the completed improvements to function properly, the City may perform the required work or cause it to be completed, and collect from the permittee or surety, all the costs incurred by the City, including the all costs for the work and all related administrative, inspection and legal costs.

C. Any unused portion of the surety shall be refunded to the funding source after deduction of all costs for the work and all related administrative, inspection and legal costs.

Chapter 4.0:
Permits, Actions, and Decisions

Division 4.01—Legislative Actions
Division 4.02—Discretionary Permits and Actions
Division 4.03—Ministerial (Administrative) Permits and Decisions

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Division 4.01—Legislative Actions

Sections:

4.01.000: Purpose
4.01.005: Applicability
4.01.010: Airport Land Use Compatibility Plan (ALUCP) and Amendments
4.01.015: Development Agreements
4.01.020: Development Code Amendments
4.01.025: Amendments to the Policy Plan Component of The Ontario Plan (General Plan Amendments)
4.01.030: Planned Unit Developments (PUD) and Amendments
4.01.035: Specific Plans and Amendments
4.01.040: Zone Changes

4.01.000: Purpose

The purpose of this Division is to prescribe procedures for the consideration of legislative actions by the appropriate Reviewing Authorities. Generally, legislative actions entail the establishment of rules, policies, or standards of general applicability, which involve the exercise of discretion and preside over considerations of public health, safety, and welfare.

4.01.005: Applicability

Whenever the public necessity, convenience, general welfare, or good planning practice so requires, the appropriate Reviewing Authorities, as prescribed by Table 2.02-1 (Review Matrix) of this Development Code, may consider the adoption of a legislative action pursuant to the general provisions prescribed by Division 2.02 (Application Filing and Processing) of this Development Code, and the provisions of this Division that are appropriate to the legislative action being considered.

4.01.010: Airport Land Use Compatibility Plan (ALUCP) and Amendments

A. Purpose. The purpose of this Section is to establish procedures for adopting, amending, supplementing, or changing the Los Angeles/Ontario International Airport Land Use Compatibility Plan pursuant to the provisions of PUC Section 21670 et seq., whenever the public necessity, convenience, general welfare, or good planning practice so requires.

B. Authority.

1. PUC Section 21675 requires the preparation of an Airport Land Use Compatibility Plan (ALUCP) that will provide for the orderly growth of Los Angeles/Ontario International Airport and the area surrounding the airport and will safeguard the inhabitants within the vicinity of the airport and the public in general. The City Council may, by ordinance and upon written recommendation of the Planning Commission, further amended, supplement or change the ALUCP, whenever the public necessity, convenience, general welfare, and good planning practice so requires.

2. The Los Angeles/Ontario International Airport Land Use Compatibility Plan and any amendments thereto, shall be enforceable in the same manner and to the same extent as any other provision of this Development Code.

C. Application Filing, Processing and Hearing. An application for ALUCP adoption or an amendment there to, shall be filed, processed, and heard pursuant to Section 2.02.015.A (Legislative Actions) of this Development Code.

D. Findings and Decision. An ALUCP, or any amendment thereto, shall be acted upon by the Approving Authority based upon the information provided in the submitted application, evidence presented in the Planning Department's written report, and testimony provided during the public hearing, only after considering and clearly establishing all of the below-listed findings, and giving supporting reasons for each finding. The application shall be denied if one or more of the below-listed findings cannot be clearly established.

1. The proposed ALUCP, or amendment thereto, will protect the public health, safety, and welfare by ensuring the orderly expansion of airports;

2. The proposed ALUCP, or amendment thereto, will minimize the public's exposure to excessive noise and safety hazards within areas around the airport to the extent that these areas are not already devoted to incompatible uses;

3. The proposed ALUCP, or amendment thereto, is consistent with the goals and policies of the general plan; and

4. The proposed ALUCP, or amendment thereto, is reasonable and beneficial, and in the interest of good planning practice.

4.01.015: Development Agreements

A. Purpose. The purpose of this Section is to establish procedures for adopting, amending, supplementing, or changing Development Agreements by and between the City and persons having a legal or equitable interest in a property proposed to be the subject of an agreement, whenever the public necessity, convenience, general welfare, or good planning practice so requires.

B. Authority. Pursuant to GC Section 65864, et seq., the City Council may, by ordinance and upon written recommendation of the Planning Commission as to the consistency of a proposed Development Agreement with the Policy Plan (General Plan) component of The Ontario Plan, enter into a development agreement with any person having a legal or equitable interest in real property for the development of the property. It is intended that the provisions of this division shall be fully consistent and compliant with the provisions of GC Section 65864, et seq., and shall be so construed.

C. Agreement Contents.

1. A Development Agreement entered into pursuant to the provisions of this Division shall, at a minimum, include the following information:

a. Duration of the agreement;

b. The permitted use(s) of the property;

c. The density or intensity of use;

d. The maximum height and size of proposed buildings; and

e. Provisions for reservation or dedication of land for public purposes.

2. In addition to the minimum information required by Paragraph C.1., above, the development agreement may include the following:

a. Conditions, terms, restrictions, and requirements for subsequent discretionary actions, provided such conditions, terms, restrictions and requirements for subsequent discretionary actions shall not prevent development of the land for the use(s) and to the density or intensity of development set forth in the agreement;

b. Provide that construction shall be commenced within a specified time period and that the project, or any phase thereof, be completed within a specified time;

c. Terms and conditions relating to applicant financing of necessary public facilities and subsequent reimbursement over time; and

d. Any other such terms, conditions, and requirements as deemed necessary and proper by the City Council, including, but not limited to, a requirement for assuring to the satisfaction of the City, performance of all provisions of the development agreement in a timely fashion by the agreement holder.

D. Application Filing, Processing and Hearing. An application for Development Agreement consideration shall be filed, processed, and heard pursuant to Section 2.02.015.A (Legislative Actions) of this Development Code.

E. Findings. A Development Agreement shall be acted upon by the Approving Authority based upon the information provided in the submitted application, evidence presented in the Planning Department's written report, and testimony provided during the public hearing, only after considering and clearly establishing that the provisions of the Agreement are consistent with the goals, policies, plans and exhibits of the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan, and any applicable specific plans, and giving supporting reasons for each finding. A Development Agreement shall be denied if one or more of the required findings cannot be clearly established.

F. Recordation of Agreement. Within 10 days following the City entering into a Development Agreement, the City Clerk shall record with the county recorder, a copy of the Agreement, which shall prescribe the land subject to the agreement. From and after the time of recordation, the Agreement shall impart notice thereof to all persons as is afforded by the recording laws of this State. The burdens of the Agreement shall be binding upon, and the benefits of the Agreement shall inure to, all successors in interest to the parties to the agreement.

G. Amendments. A Development Agreement may be amended, or cancelled in whole or in part, by mutual consent of the parties to the Agreement, or their successors in interest. Any action to amend or cancel any portion of the Agreement shall be carried out pursuant to the procedures specified in Subsection D (Application Filing, Processing and Hearing), above.

H. Annual Review.

1. Every Development Agreement approved and executed pursuant to this Division shall be annually reviewed during the term of the Agreement, following the date of its execution. The purpose of the review is to determine whether the holder of the Agreement has complied in good faith with the terms of the Agreement. The burden shall be placed on the holder of the Agreement to demonstrate compliance to the full satisfaction of and in a manner prescribed by the City.

2. If as a result of annual review pursuant to this Subsection the City Council finds and determines, on the basis of substantial evidence, that the holder of the Development Agreement has not complied in good faith with the terms or conditions of the Agreement, the City Council may either amend or terminate the Agreement.

I. Modification/Suspension in Compliance with State or Federal Regulations. In the event that State or Federal laws or regulations, enacted after a Development Agreement has been entered into, prevent or preclude compliance with one or more provisions of the Development Agreement, the affected provisions of the Agreement shall be modified or suspended as may be necessary to comply with State or Federal laws or regulations.

4.01.020: Development Code Amendments

A. Purpose. The purpose of this Section is to establish procedures for amending, supplementing, or changing this Development Code whenever the public necessity, convenience, general welfare, or good planning practice so requires.

B. Authority. Pursuant to GC Section 65853 through Section 65859, the City Council may, by ordinance and upon written recommendation of the Planning Commission, amend, supplement, or change the ordinances codified in this Development Code whenever the public necessity, convenience, general welfare, or good zoning practice so requires.

C. Application Filing, Processing and Hearing. An application for a Development Code Amendment shall be filed, processed, and heard pursuant to Section 2.02.015.A (Legislative Actions) of this Development Code.

D. Findings and Decision. A Development Code Amendment shall be acted upon by the Approving Authority based upon the information provided in the submitted application, evidence presented in the Planning Department's written report, and testimony provided during the public hearing, only after considering and clearly establishing all of the below-listed findings, and giving supporting reasons for each finding. The application shall be denied if one or more of the below-listed findings cannot be clearly established.

1. The proposed Development Code Amendment is consistent with the goals, policies, plans and exhibits of the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan; and

2. The proposed Development Code Amendment would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City.

E. Urgency Measure: Interim Ordinance. Without following the procedures otherwise required prior to the adoption of a Development Code Amendment, to protect the public safety, health,

and welfare, the City Council may adopt as an urgency measure, an interim ordinance prohibiting any uses that may be in conflict with a contemplated general plan, specific plan, or zoning proposal that the City Council, Planning Commission, or the Planning Department is considering or studying, or intends to study within a reasonable period. An urgency measure shall be completed pursuant to the provisions of GC Section 65858.

4.01.025: Amendments to the Policy Plan Component of The Ontario Plan (General Plan Amendments)

A. Purpose. The Policy Plan component of The Ontario Plan serves as the City's General Plan, which is mandated by State law pursuant to GC Section 65300, et seq. The purpose of this Section is to establish procedures for amending, supplementing, or changing the Policy Plan whenever the public necessity, convenience, general welfare, or good planning practice so requires.

B. Authority.

1. Pursuant to GC Section 65358, the City Council may, by resolution and upon written recommendation of the Planning Commission, amend, supplement, or change the Policy Plan (General Plan) component of The Ontario Plan.

2. A mandatory element of the Policy Plan shall not be amended more than 4 times during any calendar year; except that this limitation shall not apply to amendments necessary for the development of residential units where at least 25 percent of the proposed units will be occupied by, or available to, persons and families of low or moderate income, as defined by HSC Section 50093.

C. Application Filing, Processing and Hearing. An application for a General Plan (Policy Plan) Amendment shall be filed, processed, and heard pursuant to Section 2.02.015.A (Legislative Actions) of this Development Code.

D. Findings and Decision. A General Plan (Policy Plan) Amendment shall be acted upon by the Approving Authority based upon the information provided in the submitted application, evidence presented in the Planning Department's written report, and testimony provided during the public hearing, only after considering and clearly establishing all of the below-listed findings, and giving supporting reasons for each finding. The application shall be denied if one or more of the below-listed findings cannot be clearly established.

1. Technical Amendment Findings. The first finding (Subparagraph D.1.a, below) and any one or more of the subsequent findings (Subparagraphs D.1.b through e, below) shall justify a technical amendment:

a. The proposed amendment will not change any policy direction or intent of the Policy Plan (General Plan) component of The Ontario Plan.

b. An error or omission is in need of correction.

c. A land use designation was based on inaccurate or misleading information and, therefore, should be changed to properly reflect the policy intent of the Policy Plan (General Plan) component of The Ontario Plan.

d. A point of clarification is needed to more accurately express the meaning of the Policy Plan (General Plan) component of The Ontario Plan, or eliminate a source of confusion.

e. A minor change in boundary will more accurately reflect geological or topographic features, or legal or jurisdictional boundaries.

2. Entitlement/Policy Amendment Findings. The first two findings (of the Policy Plan (General Plan) component of The Ontario Plan, below), and any one or more of the subsequent findings (Subparagraphs D.2.c through f, below), shall justify an entitlement/policy amendment:

a. The proposed change does not involve a change in, or conflict with:

(1) The Ontario Plan Vision;

(2) Any principle of the Policy Plan (General Plan) component of The Ontario Plan; or

(3) Any basic/foundational component of The Ontario Plan.

b. The proposed amendment would contribute to the achievement of the purposes of the Policy Plan (General Plan) component of The Ontario Plan, or, at a minimum, would not be detrimental to them.

c. Special circumstances or conditions have emerged that were unknown or unanticipated at the time the Policy Plan (General Plan) component of The Ontario Plan was adopted.

d. A change in policy is required to conform to changes in state or federal law, or applicable findings of a court of law.

e. An amendment is required to comply with an update of the Housing Element or change in State Housing Element law (commencing with GC Section 65580).

f. An amendment is required to address changes in public ownership of land.

3. Land Use Amendment Findings. The first four findings (Subparagraphs D.3.a through d, below), and any one or more of the subsequent findings (Subparagraphs D.3.e through h, below), shall justify an entitlement/policy amendment:

a. The proposed General Plan Amendment is consistent with the goals and policies of The Ontario Plan.

b. The proposed General Plan Amendment would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City.

c. The Land Use Element is a mandatory element of the Policy Plan (General Plan) component of The Ontario Plan, which, pursuant to GC Section 65358, may be amended up to four times per calendar year, and the proposed General Plan Amendment is the first, second, third, or fourth (insert applicable amendment cycle) amendment to the Land Use Element within the current calendar year.

d. During the amendment of the Policy Plan (General Plan) component of The Ontario Plan, opportunities for the involvement of citizens, California Native American Indian tribes (pursuant to GC Section 65352.3), public agencies, public utility companies, and civic, education, and other community groups, through public hearings or other means, were implemented consistent with GC Section 65351.

e. The proposed project is consistent with the Housing Element of the Policy Plan (General Plan) component of The Ontario Plan, as the project site is not one of the properties listed in the Housing Element Sites Inventory. Furthermore, changing the land use designation of the subject property from the existing Policy Plan (General Plan) land use designation (including density, if applicable) to the proposed Policy Plan (General Plan) land use designation (including density, if applicable) will not impact the City's Regional Housing Needs Assessment (RHNA) obligations, or the City's ability to satisfy its share of the region's future housing need.

f. The proposed project is consistent with the Housing Element of the Policy Plan (General Plan) component of The Ontario Plan, as the project site is listed in the Housing Element Sites Inventory, and the proposed project is consistent with the number of dwelling units and density specified in the Housing Element Sites Inventory.

g. The project site is listed in the Housing Element Sites Inventory of the Policy Plan (General Plan) component of The Ontario Plan, and the proposed project is not consistent with the number of dwelling units or density specified in the Housing Element Sites Inventory; therefore, a General Plan Amendment to remove the subject property from the Housing Element Sites Inventory is required. Removal of the subject property from the inventory will not impact the City's RHNA obligations since there are an adequate number of sites in the inventory to meet the City's RHNA obligations.

h. The proposed project is not consistent with the adopted Housing Element. The project site is listed in the Housing Element Sites Inventory of the Policy Plan (General Plan) component of The Ontario Plan, and the proposed project is not consistent with the number of dwelling units or density specified in the Housing Element Sites Inventory; therefore, a General Plan Amendment to remove the subject property from the Housing Element Sites Inventory is required. Removal of the subject property from the inventory will impact the City's RHNA obligations since there are not an adequate number of sites in the inventory to meet the City's RHNA obligations; therefore, the following property(ies) will be added to the Housing Element Sites Inventory:

Assessor Parcel Numbers (APN)	***Lot Area***
[insert APN]	[insert lot area]

	Housing Element Sites Inventory	
	Existing	***Proposed***
Number of Units:	[insert existing number of units]	[insert proposed number of units]
Assumed Density:	[insert existing density]	[insert proposed density]

4.01.030: Planned Unit Developments (PUD) and Amendments

A. Purpose.

1. The purpose of this Section is to establish procedures for adopting, amending, supplementing, or changing PUDs whenever the public necessity, convenience, general welfare, or good planning practice so requires.

2. The PUD is intended to:

a. Secure a fuller realization of the Policy Plan component of The Ontario Plan than would result from the strict application of present zoning district regulations;

b. Promote high standards in urban design;

c. Encourage the development of exceptionally high quality, mixed-use, high intensity projects, while establishing regulations and standards for uses with unique regulatory and design needs; and

d. Ensure harmonious relationships with surrounding land uses.

B. Authority.

1. Pursuant to GC Section 65850, the City Council may, by ordinance and upon written recommendation of the Planning Commission, adopt, amend, supplement or change regulations pertaining to the use of buildings, structures, and land; and establish development standards governing: building location, height, bulk, number of stories, and size; the size and use of lots, yards, courts, and other open spaces; lot coverage; the intensity of land use; off-street parking and loading; and signage, whenever the public necessity, convenience, general welfare and good planning practice so requires.

2. A PUD shall be required for those properly identified areas shown on Exhibit LU-05 (Additional Plans Required Map) of The Ontario Plan, and may be allowed on those properties located within the growth areas described on Exhibit LU-04 (Generalized and Growth Areas) of The Ontario Plan and in conjunction with mixed-use developments.

3. A PUD, and any amendments thereto, adopted pursuant to this Division shall be enforceable in the same manner and to the same extent as any other provision of this Development Code.

C. Application Filing, Processing and Hearing. An application for Planned Unit Development adoption or amendment thereto, shall be filed, processed, and heard pursuant to Section 2.02.015.A (Legislative Actions) of this Development Code.

D. Findings and Decision. A PUD, or amendment thereto, shall be acted upon by the Approving Authority based upon the information provided in the submitted application, evidence presented in the Planning Department's written report, and testimony provided during the public hearing, only after considering and clearly establishing all of the below-listed findings, and giving supporting reasons for each finding. The application shall be denied if one or more of the below-listed findings cannot be clearly established.

1. The proposed PUD, or amendment thereto, is consistent with the goals, policies, plans and exhibits of the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan;

2. The proposed PUD, or amendment thereto, would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City;

3. In the case of an application affecting specific property(ies), the proposed PUD, or amendment thereto, will not adversely affect the harmonious relationship with adjacent properties and land uses; and

4. In the case of an application affecting specific property(ies), the subject site is physically suitable, including, but not limited to, parcel size, shape, access, and availability of utilities, for the request and anticipated development.

5. The proposed PUD is superior to that which could be obtained through the application of the Development Code or a specific plan.

4.01.035: Specific Plans and Amendments

A. **Purpose.** The purpose of this Section is to establish procedures for adopting, amending, supplementing, or changing Specific Plans whenever the public necessity, convenience, general welfare, or good planning practice so requires.

B. **Authority.**

1. Pursuant to GC Section 65450, et seq., the City Council may, by ordinance or resolution, and upon written recommendation of the Planning Commission, adopt, amend, supplement or change a specific plan.

2. A Specific Plan and any amendments thereto, adopted pursuant to this Division, shall be enforceable in the same manner and to the same extent as any other provision of this Development Code.

C. **Application Filing, Processing and Hearing.** Unless otherwise specified in a respective Specific Plan, an application for Specific Plan adoption or amendment shall be filed, processed and heard pursuant to Section 2.02.015.A (Legislative Actions) of this Development Code.

D. **Findings and Decision.** A Specific Plan, or amendment thereto, shall be acted upon by the Approving Authority based upon the information provided in the submitted application, evidence presented in the Planning Department's written report, and testimony provided during the public hearing, only after considering and clearly establishing all of the below-listed findings, and giving supporting reasons for each finding. The application shall be denied if one or more of the below-listed findings cannot be clearly established.

1. The proposed Specific Plan, or amendment thereto, is consistent with the goals, policies, plans and exhibits of the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan;

2. The proposed Specific Plan, or amendment thereto, would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City;

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; 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.

4.01.040: Zone Changes

A. **Purpose.** The purpose of this Section is to establish procedures for amending or changing the zoning boundaries or zoning classification (Zone Change) of any property within the City whenever the public necessity, convenience, general welfare, or good planning practice so requires.

B. **Authority.** Pursuant to GC Section 65853 through Section 65859, the City Council may, by ordinance, and upon written recommendation of the Planning Commission, change the zoning boundaries or classification of any property within the City, whenever the public necessity, convenience, general welfare, or good zoning practice so requires.

C. **Application Filing, Processing and Hearing.** An application for Zone Change shall be filed, processed, and heard pursuant to Section 2.02.015.A (Legislative Actions) of this Development Code.

D. **Findings and Decision.** A Zone Change, or amendment thereto, shall be acted upon by the Approving Authority based upon the information provided in the submitted application, evidence presented in the Planning Department's written report, and testimony provided during the public hearing, only after considering and clearly establishing all of the below-listed findings, and giving supporting reasons for each finding. The application shall be denied if one or more of the below-listed findings cannot be clearly established.

1. The proposed Zone Change is consistent with the goals, policies, plans and exhibits of the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan;

2. The proposed Zone Change would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City;

3. The proposed Zone Change will not adversely affect the harmonious relationship with adjacent properties and land uses; and

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.

E. **Prezoning of Unincorporated Territory.** The prezoning of unincorporated territory within the sphere of influence of the City may be initiated by the Planning Commission on its own motion, or by the City Council in the form of a request to the Planning Commission that it consider the prezoning, or by a petition of the owner or owners of land in the unincorporated territory proposed to be prezoned. A Prezone shall be completed pursuant to GC Section 65859 and this Section and shall become effective at the same time annexation of territory to the City becomes effective.

Division 4.02—Discretionary Permits and Actions

Sections:

4.02.000: Purpose
4.02.005: Applicability
4.02.010: Billboard Relocation Agreements
4.02.015: Conditional Use Permits
4.02.020: Departures from Development Standards (Minor Adjustments/Alterations and Variances)
4.02.025: Development Plans
4.02.030: Extensions of Legal Nonconforming Status
4.02.040: Historic Preservation—Local Historic Landmark and Local District Designations, Historic Resource Tiering, and Architectural Conservation Areas
4.02.045: Historic Preservation—Rescind or Amend the Status of a Historic Resource
4.02.050: Historic Preservation—Certificates of Appropriateness and Demolition of Historic Resources
4.02.055: Historic Preservation—Certificates of Economic Hardship
4.02.060: Historic Preservation—Conservation Plans
4.02.065: Historic Preservation—Mills Act Contracts
4.02.070: Master Plans and Amendments
4.02.075: Sign Programs
4.02.080: Specific Plan Minor Amendments/Alterations
4.02.090: Subdivisions—Reversions to Acreage
4.02.095: Subdivisions—Tentative Tract and Parcel Maps, and Vesting Maps

4.02.000: Purpose

The purpose of this Division is to prescribe procedures for the consideration of discretionary permits or actions. A discretionary permit or action, as established by Table 2.02-1 (Review Matrix) of this Development Code, includes projects that require the exercise of judgment or deliberation when making a decision to approve, conditionally approve, or deny a particular activity.

4.02.005: Applicability

The Reviewing Authorities prescribed by Table 2.02-1 (Review Matrix) of this Development Code, shall consider a discretionary permit or action pursuant to the general provisions prescribed by Division 2.02 (Application Filing and Processing) of this Development Code, and the provisions of this Division that are appropriate to the discretionary permit or action being considered.

4.02.010: Billboard Relocation Agreements

A. Purpose. The purpose of this Section is to establish a procedure to reduce the overall number of legally established nonconforming billboards within the City, allowing billboards to be relocated to locations within the City that are more suitable, and provide for more attractive, aesthetically pleasing billboard designs. In addition, Billboard Relocation Agreements are intended to reduce or eliminate the City's obligation to pay compensation for the removal of legal

nonconforming billboards. Billboard Relocation Agreements are part of the City's demonstrated commitment to improve its overall aesthetic appearance.

B. Applicability.

1. Pursuant to Table 2.02-1 (Review Matrix) of this Development Code, the Approving Authority, upon written recommendation of the Advisory Authority, is hereby empowered to approve, approve in modified form, or deny a Billboard Relocation Agreement for the relocation of legally established nonconforming billboards within the City, to a relocation site established pursuant to this Section, provided a minimum of two existing legal nonconforming billboards are removed.

2. Existing legally established nonconforming billboards may be relocated only as part of a Billboard Relocation Agreement.

3. A relocated billboard proposed pursuant to this Section shall require the concurrent filing of a Sign Plan application pursuant to Section 4.03.020 (Sign Plans) of this Development Code.

C. Definitions. For the purposes of this Section, the following definitions shall apply:

1. "Major Gateway" means an entry into the City through a major transportation corridor or node (e.g., airport, arterial, and rail lines).

2. "Regionally Significant" means a use that supports activities or economies at a scale greater than that of a single jurisdiction, drawing predominately from a market area that extends at least 20 miles beyond the City limits.

3. "Underdeveloped" means a lot that is not developed to its highest and best use.

4. "Visual Clutter" means disorganized, distracting, and/or competing graphics within public view, which contribute to visual blight.

D. Relocation Sites and Billboard Design Criteria. Generally, relocation sites are restricted to areas that are recognized as major gateways into the City, within or adjacent to a regionally significant project. The following considerations shall serve as guidelines for the placement and design of relocated billboards:

1. Site Criteria. The below-listed considerations shall serve as general guidelines for use by applicants and the City in the identification of potential suitable billboard relocation sites. Specific sites within suitable areas will be negotiated through the Billboard Relocation Agreement process.

a. The area is developed with a legally established allowed use that is regionally significant;

b. The area does not have excessive visual clutter;

c. The proposed relocated billboard would be compatible with uses and structures on the site, and in the surrounding area;

d. The proposed billboard would not create a traffic or safety problem with regard to on-site access, circulation, or visibility; and

e. The proposed billboard would not interfere with on-site parking or landscaping required by City ordinance or permit.

2. Prohibited Sites. No Billboard shall be relocated to a site if it meets any of the following criteria:

a. The site is adjacent to any freeway (Interstate 10, Interstate 15, or State Route 60) or Euclid Avenue;

b. The site is located within the AG (Interim Agricultural Overlay) zoning district;

c. The site is undeveloped or underdeveloped;

d. The site is within 3,000 FT of property located within a residential land use district shown on the Land Use Plan (Exhibit LU-01) of the Policy Plan (General Plan) component of The Ontario Plan; and

e. The site is within 3,000 FT of an existing billboard or electronic message center.

f. *Interagency Relocation Exception.* Notwithstanding the foregoing, a billboard may be relocated from a location outside the City, to any location within the City, pursuant to an agreement approved at the discretion of the City Council, between the City and another public agency, so long as the following findings can be clearly established:

(1) A minimum of 6 existing, legal nonconforming billboards shall be removed, at least 5 of which must be currently located within the City;

(2) The billboard's relocation is necessitated by work being performed on the same freeway as the planned new site for the billboard; and

(3) The public health safety and welfare are not impaired by the relocation.

3. Design Criteria. Typical billboard design with a large sign area mounted on a pole is not permitted. Pylon-type signs, which are structural elements with architectural treatment, are required. Suitable design shall be based on the following considerations:

a. The design should be integrated into the design scheme of the surrounding area and/or buildings;

b. The design shall provide architectural interest for the structure; and

c. The design shall incorporate a top and base treatment to the billboard structure;

E. Candidate Billboards for Relocation. The following considerations shall serve as general guidelines in identifying candidate billboards for relocation:

1. Areas of general priority for removal and relocation include redevelopment project areas, areas along major thoroughfares leading into commercial districts, areas visible to freeways and highways, and streets upon which billboards are heavily concentrated and contribute to existing visual clutter.

2. Candidate billboards must be legally established non-conforming billboards. Illegally placed billboards shall not be candidates for Billboard Relocation Agreements.

F. Application Filing, Processing and Hearing. A Billboard Relocation Agreement application shall be filed, processed, and heard pursuant to Division 2.02 (Application Filing and Processing) of this Development Code and the provisions of this Section.

G. Findings. A Billboard Relocation Agreement shall be acted on based upon the information provided in the submitted application, evidence presented in the Planning Department's written report, and testimony provided during the public hearing, only after considering and clearly establishing all of the below-listed findings, and giving supporting reasons for each finding. The Agreement shall be denied if one or more of the below-listed findings cannot be clearly established.

1. The Billboard Relocation Agreement is consistent with the goals, policies, plans and exhibits of The Ontario Plan, the requirements of the Development Code, and any applicable specific plans, area plans, or planned unit developments;

2. The proposed relocation site is compatible with uses and structures on the site and in the surrounding area;

3. The Billboard Relocation Agreement contributes to the reduction of visual clutter in the City;

4. The proposed site complies with the relocation criteria established by this Section; and

5. The proposed billboard will not create a traffic or safety problem with regard to on-site access, circulation, or visibility.

4.02.015: Conditional Use Permits

A. Purpose. The purpose of this Section is to establish a procedure to ensure that a degree of compatibility is maintained with respect to certain uses on certain properties, due to their nature, intensity or size, or to compensate for variations and degrees of technological processes and equipment as related to the generation of noise, smoke, dust, fumes, vibration, odors and other practical hazards.

B. Applicability.

1. Pursuant to Table 2.02-1 (Review Matrix) of this Development Code, the Approving Authority, as applicable, is hereby empowered to approve, approve in modified form, or deny a Conditional Use Permit, and to impose reasonable conditions upon the approval of the application.

2. Conditional Use Permit approval shall be required prior to: **[i]** the establishment of those land uses, activities and facilities so identified in Table 5.02-1 (Land Use Matrix) of this Development Code; **[ii]** the conversion of any existing residential development project for sale, transfer, or conveyance as a common interest project pursuant to Section 6.08.045 (Conversion to a Residential Common Interest Project); **[iii]** the conversion of any existing commercial or industrial development project for sale, transfer, or conveyance, as a common interest project pursuant to Section 6.08.050 (Conversion to a Commercial or Industrial Common Interest Project); and **[iv]** the alteration/expansion of a nonconforming nonresidential land use or structure pursuant to Subsection 3.01.020.J (Alteration and/or Expansion of a Nonconforming Nonresidential Structure) of this Development Code.

C. **Application Filing, Processing and Hearing.** A Conditional Use Permit application shall be filed, processed, and heard pursuant to Division 2.02 (Application Filing and Processing) of this Development Code and the provisions of this Section.

D. **Findings and Decision.** A Conditional Use Permit shall be acted upon by the Approving Authority based upon the information provided in the submitted application, evidence presented in the Planning Department's written report, and testimony provided during the public hearing, only after considering and clearly establishing all of the below-listed findings, and giving supporting reasons for each finding. The application shall be denied if one or more of the below-listed findings cannot be clearly established.

1. The scale and intensity of the proposed land use would be consistent with the scale and intensity of land uses intended for the particular zoning or land use district.

2. The proposed use at the proposed location, and the manner in which it will be operated and maintained, is consistent with the goals, policies, plans and exhibits of the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan.

3. The proposed use at the proposed location, and the manner in which it will be operated and maintained, is consistent with the objectives and requirements of this Development Code and any applicable specific plan or planned unit development.

4. The proposed use at the proposed location would be consistent with the provisions of the Airport Land Use Compatibility Plan.

5. The establishment, maintenance, and operation of the proposed use at the proposed location would not be detrimental or injurious to property and improvements within the vicinity, nor would it be detrimental to the health, safety, or general welfare of persons residing or working in the surrounding neighborhood.

E. **Conditions of Approval.**

1. In approving a Conditional Use Permit, the Approving Authority may require certain safeguards and impose certain conditions established to ensure that the purposes of this Development Code are maintained; ensure that the project will not endanger the public health, safety or general welfare; ensure that the project will not result in any significant environmental impacts; ensure that the project will be in harmony with the area in which it is located; and ensure that the project will be in conformity with The Ontario Plan and any applicable specific and/or area plan(s).

2. The conditions imposed on Conditional Use Permits may include provisions concerning use, height, area, yards, open spaces, setbacks, parking, loading, signs, improvements (public and private), site design, operational characteristics, land use compatibility, general character, appearance, environmental impact, time limits for commencement or termination of the construction or use authorized, revocation and use termination dates, and other conditions the Approving Authority may deem appropriate and necessary to carry out the purposes of the Development Code.

3. A copy of the approving decision or resolution, and related conditions of approval (if any) issued by the Approving Authority shall be maintained on site and shall be made available for inspection upon demand by a City representative.

4. A Conditional Use Permit shall only apply to the approved particular use on a particular property, which may be transferred from one owner of the property to another successive owner of the same property.

5. All conditions of approval or requirements authorized by this Section are enforceable in the same manner and to the same extent as any other applicable requirement of this Development Code.

F. Conditional Use Permit Modification/Revision.

1. Conditional Use Permits and/or their conditions of approval may be modified/revised upon application by a project proponent or property owner if different from the proponent. The request shall be submitted to the Planning Department on a City application form pursuant to Division 2.02 (Application Filing and Processing).

2. Modifications/revisions that are minor in nature may be processed administratively, without notice or public hearing, provided the proposed changes are consistent with the intent of the original approval and there are no resulting inconsistencies with this Development Code. Modifications/revisions are considered minor in nature if in the opinion of the Planning Director, they do not involve substantial changes to the approved plans or the conditions of approval and would in no way affect surrounding properties.

3. Modifications/revisions to an approved plan or conditions of approval that, in the opinion of the Planning Director, are not minor in nature, shall be processed as a revised Conditional Use Permit, following the procedures set forth in this Section for Conditional Use Permit approval, except that modification/revision approval shall not alter the expiration date established by the original application approval.

G. Voluntary Surrender of a Conditional Use Permit. A Conditional Use Permit approved pursuant to this Development Code may be voluntarily surrendered, in writing, by the affected property owner. The procedure for Conditional Use Permit surrender shall be as follows:

1. The Reviewing Authority originally approving the subject Conditional Use Permit shall set a date and time on which the request will be considered. Notice of the hearing shall be given pursuant to Division 2.03 (Public Hearings) of this Development Code.

2. The notice shall indicate that any interested person may make a written request at any time prior to the advertised public hearing, or may request in person at the time of the advertised hearing, that a public hearing be held at the advertised date and time. If no hearing is requested, the Reviewing Authority may decide on the matter without a public hearing. If a

public hearing is requested, the Reviewing Authority shall conduct the public hearing pursuant to Division 2.03 (Public Hearings) of this Development Code.

3. The Reviewing Authority shall deny the surrender of the Conditional Use Permit only if it can be clearly shown that there is a compelling government interest in maintaining the Conditional Use Permit.

4. The decision of the Reviewing Authority shall be final and conclusive in the absence of an appeal filed pursuant to Division 2.04 (Appeals) of this Development Code.

4.02.020: Departures from Development Standards (Minor Adjustments/Alterations and Variances)

A. Purpose. The purpose of this Section is to establish procedures by which departures from certain development standards may be permitted by this Development Code when certain specified circumstances exist.

B. Applicability.

1. Pursuant to Table 2.02-1 (Review Matrix) of this Development Code, the Approving Authority is hereby empowered to approve, approve in modified form, or deny certain departures from certain development standards established by this Development Code, and to impose reasonable conditions upon the approval of such request.

2. The City's authority to grant departures from the development regulations contained in this Development Code is authorized by GC Section 65906, which provides that in cases where special circumstances applicable to a property exist, and the strict application of the development regulations deprives such property of privileges enjoyed by other property in the vicinity and under identical zoning classification, the City may allow deviation from the strict application of the development regulations.

C. Minor Adjustments/Alterations.

1. Purpose. Minor Adjustments/Alterations, like Variances, are intended to allow for departures from the strict application of the numerical development standards established by this Development Code, when their strict application would result in practical difficulties, unnecessary hardships, or results inconsistent with the general purpose of the development regulations. Minor Adjustments/Alterations, however, are determined to have a lesser (minor) measure of impact than Variances, due to the limited measure of adjustment allowed; therefore, requiring a modified review process.

2. Applicability.

a. Pursuant to Table 2.02-1 (Review Matrix) of this Development Code, the Approving Authority is hereby empowered to approve, approve in modified form, or deny a Minor Adjustment/Alteration, and to impose reasonable conditions upon the approval of the application.

b. Minor Adjustments/Alterations may be approved for:

(1) A reduction of up to 25 percent from minimum setback and separation requirements, excepting nonresidential setback requirements from property lines that are common with any residentially zoned property; or

(2) A 10 percent increase in the maximum height of structures.

c. A Minor Adjustment/Alteration shall not be approved for reductions in minimum lot size, lot coverage, lot dimension, landscape coverage, parking requirements, or for an increase in maximum density or floor area ratio.

~~c.~~d. Notwithstanding the above, a Minor Adjustment/Alternation may be approved in the CCS (Convention Center Support Commercial) zoning district within the Ontario Sports Empire for **[i]** a reduction up to 50 percent of the minimum setback and separation requirements, except for nonresidential setback requirements along property lines that are common with any residentially zoned property, and **[ii]** the encroachment of balconies into a required street-facing property line setback up to a maximum of 66 percent of the required setback, and not to exceed 10 FT.

3. Application Filing, Processing and Hearing.

a. A Minor Adjustment/Alteration shall be filed and processed pursuant to Division 2.02 (Application Filing and Processing) of this Development Code and the provisions of this Section.

b. The applicant and the owners of all properties having a property line common with the affected property shall be notified of the proposed Minor Adjustment/Alteration pursuant to Section 2.03.010 (Public Hearing Notification) of this Development Code. Furthermore, the notice shall state that a public hearing shall not be required unless requested by the applicant, an abutting property owner, or other affected person or entity.

c. A public hearing, if requested, shall be conducted pursuant to Division 2.03 (Public Hearings) of this Development Code.

d. If no public hearing is requested, the Zoning Administrator shall approve, approve in modified form, or deny a Minor Adjustment/Alteration no less than 10 days following distribution of the notice required by Subparagraph D.3.b, above.

4. Findings and Decision. A Minor Adjustment/Alteration shall be acted upon by the Approving Authority based upon the information provided in the submitted application, evidence presented in the Planning Department's written report, and testimony provided during the public hearing, only after considering and clearly establishing all of the below-listed findings, and giving supporting reasons for each finding. The application shall be denied if one or more of the below-listed findings cannot be clearly established.

a. The strict or literal interpretation and enforcement of the specified regulation would result in practical difficulty or unnecessary physical hardship inconsistent with the objectives of the development regulations contained in this Development Code;

b. There are exceptional or extraordinary circumstances or conditions applicable to the property involved, or to the intended use of the property, that do not apply generally to other properties in the vicinity and in the same zoning district;

c. The strict or literal interpretation and enforcement of the specified regulation would deprive the applicant of privileges enjoyed by the owners of other properties in the same zoning district;

d. The granting of the Minor Adjustment/Alteration will not be detrimental to the public health, safety or welfare, or be materially injurious to properties or improvements in the vicinity.

e. The proposed Minor Adjustment/Alteration is consistent with the goals, policies, plans and exhibits of the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan, and the purposes of any applicable specific plan or planned unit development, and the purposes of this Development Code.

5. Conditions of Approval.

a. In approving a Minor Adjustment/Alteration, the Approving Authority may require certain safeguards and impose certain conditions established to ensure that the purposes of this Development Code are maintained; ensure that the project will not endanger the public health, safety or general welfare; ensure that the project will not result in any significant environmental impacts; ensure that the project will be in harmony with the area in which it is located; and ensure that the project will be in conformity with The Ontario Plan and any applicable specific and/or area plan(s).

b. All conditions or requirements authorized by this section are enforceable in the same manner and to the same extent as any other applicable requirement of this Development Code.

D. Variance.

1. Purpose. The City's authority to grant a Variance from the development regulations contained in this Development Code is authorized by GC Section 65906, which provides that in cases where special circumstances applicable to a property exist, and the strict application of the development regulations deprives such property of privileges enjoyed by other property in the vicinity and under identical zoning classification, the City may allow deviation from the strict application of the development regulations.

2. Applicability.

a. Pursuant to Table 2.02-1 (Review Matrix) of this Development Code, the Approving Authority, is hereby empowered to approve, approve in modified form, or deny a Variance application, and to impose reasonable conditions upon the approval of the application.

b. A Variance may be approved to allow deviation from any numerical development standard established by this Development Code with respect to minimum and/or maximum dimension, area, mass, and quantity, except that a Variance shall not be granted for increases in maximum density or floor area ratio.

c. A variance shall not be approved on a lot that authorizes a use or activity that is not otherwise expressly authorized by the zoning district governing the affected lot, nor shall the power to approve a Variance extend to any public health or safety standard, as this authority has been precluded by state laws.

3. Application Filing, Processing and Hearing. A Variance application shall be filed, processed, and heard pursuant to Division 2.02 (Application Filing and Processing) of this Development Code and the provisions of this Section.

4. Findings and Decision. A Variance shall be acted upon by the Approving Authority based upon the information provided in the submitted application, evidence presented in the Planning Department's written report, and testimony provided during the public hearing, only after considering and clearly establishing all of the below-listed findings, and giving supporting reasons for each finding. The application shall be denied if one or more of the below-listed findings cannot be clearly established.

a. The strict or literal interpretation and enforcement of the specified regulation would result in practical difficulty or unnecessary physical hardship inconsistent with the objectives of the development regulations contained in this Development Code;

b. There are exceptional or extraordinary circumstances or conditions applicable to the property involved, or to the intended use of the property, that do not apply generally to other properties in the vicinity and in the same zoning district;

c. The strict or literal interpretation and enforcement of the specified regulation would deprive the applicant of privileges enjoyed by the owners of other properties in the same zoning district;

d. The granting of the Variance will not be detrimental to the public health, safety or welfare, or be materially injurious to properties or improvements in the vicinity.

e. The proposed Variance is consistent with the goals, policies, plans and exhibits of the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan, and the purposes of any applicable specific plan or planned unit development, and the purposes of this Development Code.

5. Conditions of Approval.

a. In approving a Variance, the Approving Authority, as applicable, may require certain safeguards and impose certain conditions established to ensure that the purposes of this Development Code are maintained; ensure that the project will not endanger the public health, safety or general welfare; ensure that the project will not result in any significant environmental impacts; ensure that the project will be in harmony with the area in which it is located; and ensure that the project will be in conformity with The Ontario Plan and any applicable specific and/or area plan(s).

b. All conditions or requirements authorized by this section are enforceable in the same manner and to the same extent as any other applicable requirement of this Development Code.

4.02.025: Development Plans

A. **Purpose.** The purpose of this Section is to:

1. Establish a review process whereby the integrity and character of the physical fabric of the City will be protected in a manner consistent with the goals and policies of The Ontario Plan. This is ensured through the review of:

a. The suitability of building location;

b. Location and design of off-street parking and loading facilities;

c. Location, design and dedication of streets and alleys (public and private facilities);

d. Location and design of pedestrian and vehicular entrances and exits;

e. Location, design, materials and colors of walls and fences;

f. Location, design, size, and type of landscaping (public and private facilities);

g. Location, design, and materials of hardscape areas, such as patios, sidewalks and walkways (public and private facilities);

h. Drainage and off-site improvements (public and private facilities);

i. Compatibility with the surrounding area;

j. Exterior building architectural design, materials and colors;

k. Quality of proposed design and construction;

l. Location, type, design, colors, and materials of signs; and

m. Any conditions affecting the public health, safety, welfare, and general aesthetic of the community.

2. Protect and preserve the value of properties and to encourage high quality development throughout the City, whereas adverse effects would otherwise result from excessive uniformity, dissimilarity, poor exterior quality and appearance of buildings and structures; inadequate and poorly planned landscaping; and failure to preserve, where feasible, natural landscape features, and open spaces.

3. Recognize the interdependence of land values and aesthetics, and to provide a method to implement this interdependence in order to maintain the values of surrounding properties and improvements consistent with The Ontario Plan, with due regard to the public and private interests involved.

4. Ensure that the public benefits derived from expenditures of public funds for improvement and beautification of streets and public facilities are protected by the exercise of reasonable controls over the character and design of private buildings, structures, parking and loading facilities, landscaped areas, recreation amenities and open spaces.

5. Ensure the design of landscaping and irrigation that shades parking facilities and other paved areas, buffers or screens undesirable views and compliments building architecture and overall site design.

6. Ensure reasonable controls over the character, design and location of signs, and the appropriate use of well-designed signs that complement the architecture of surrounding buildings, while considering the public and private interests involved and the exercise of control over the undesirable use of excessive signage.

B. Applicability.

1. Pursuant to Table 2.02-1 (Review Matrix) of this Development Code, the Approving Authority is hereby empowered to approve, approve in modified form, or deny a Development Plan application, and to impose reasonable conditions upon a Development Plan approval.

2. Development Plan approval shall be required for the physical alteration of a lot, the construction of a building, or the addition or significant alteration of an existing building, as follows:

a. The development of 3 or more dwelling units on a single lot;

b. The development of 5 or more lots within a residential subdivision;

c. The development of 5 or more dwelling units, regardless of the number of lots involved;

d. The development of a nonresidential building within a residential zoning district, or an addition thereto, which is in excess of 25 percent of the original structure GFA or 500 SF (cumulative), whichever is less;

e. The development of a vacant lot within a nonresidential zoning district;

f. The conversion of a commercial structure to a residential structure, or conversion of a residential structure to a commercial structure;

g. The remodel of, or addition to, an existing nonresidential building, which results in an overall change in the architectural/aesthetic integrity, as determined by the Planning Director;

h. The remodel of, or addition to, a nonresidential building, which would result in the demolition and replacement/reconstruction of more than 50 percent of the existing building;

i. The conversion of a gasoline or fueling station to facilitate another allowed land use (see standards contained in Subsection 5.03.040,C (Conversion of Gasoline and Fueling Stations) of this Development Code);

j. An addition to an institutional facility (including religious assembly and places of worship, government services, healthcare services, and educational services), when such addition would exceed 25 percent of the original structure GFA or 500 SF (cumulative), whichever is less;

k. Commercial developments and the development of a permanent building within the CIV, OS-R, OS-C, or UC zoning district, when such development would exceed 500 SF of GFA (cumulative), or an addition thereto, when such addition would exceed 25 percent of the original structure GFA or 500 SF (cumulative), whichever is less;

l. The development of a permanent building within the AG zoning district, when such development would exceed 5,000 SF of GFA (cumulative), or an addition thereto, when such addition would exceed 25 percent of the original structure GFA or 5,000 SF (cumulative), whichever is less;

m. The relocation (move-on) of a building within any zoning district;

n. The addition of dwelling units to a multiple-family residential development project, when such addition would result in 3 or more dwelling units on a single lot after the addition;

o. An addition to a previously developed site within a commercial zoning district, when such addition would exceed 25 percent of the original structure GFA or 2,000 SF (cumulative), whichever is less;

p. An addition to a previously developed site within an industrial zoning district, when such addition would exceed 25 percent of the original structure GFA or 10,000 SF (cumulative), whichever is less;

q. A Tier 2 or Tier 3 wireless telecommunications facility pursuant to Section 5.03.420 (Wireless Telecommunications Facilities) of this Development Code; and

r. Other projects, which, in the opinion of the Planning Director, require such level of review prior to issuance of a building permit, due to the size, nature and/or complexity of the project, or because the project could cause significant environmental impacts or generate significant neighborhood opposition or controversy.

3. A Development Plan shall remain in effect for the life of the affected development project, which shall be developed and maintained in substantial conformance with the plans as approved by the Approving Authority and shall be maintained on file with the City.

C. Application Filing, Processing and Hearing. A Development Plan application, except for wireless telecommunications facilities in the public right-of-way and facilities qualifying as Eligible Facilities Requests (EFRs), shall be filed, processed and heard pursuant to Division 2.02 (Application Filing and Processing) of this Development Code and the provisions of this Section. Applications to install wireless telecommunications facilities in the public right-of-way and for facilities qualifying as EFRs shall be filed and processed pursuant to the following:

1. Scope. There shall be a type of permit entitled a "Wireless Permit," which shall be subject to all of the requirements of this Section. Unless exempted, every person who desires to place a wireless telecommunications facility in the public right-of-way, modify an existing wireless telecommunications facility in the public right-of-way, or perform work as part of an EFR must obtain a Wireless Permit authorizing the placement or modification in accordance with this Section. Except for small cell facilities, facilities qualifying as EFRs, or any other type of facility expressly allowed in the public right-of-way by state or federal law, no other wireless telecommunications facilities shall be permitted pursuant to this Section.

2. Approving Authority. The Zoning Administrator is the approving authority for wireless telecommunications facilities in the public right-of-way and facilities qualifying as EFRs.

3. Application Submittal. Applications shall be submitted on a City application form issued and amended, from time-to-time, by the Zoning Administrator.

4. Review and Action.

a. The Zoning Administrator shall review the application and then approve, approve in modified form, or deny the application. The decision of the Approving Authority shall be final and conclusive in the absence of an appeal filed pursuant to Paragraph C.5 (Appeals), below.

b. The wireless regulations and decisions on applications for placement of wireless telecommunications facilities in the public right-of-way and facilities qualifying as EFRs shall, at a minimum, ensure that the requirements of this Section are satisfied, unless it is determined that Applicant has established that denial of an application would, within the meaning of federal law, prohibit or effectively prohibit the provision of personal wireless services, or otherwise violate applicable laws or regulations. If that determination is made, the requirements of this Development Code may be waived by the Zoning Administrator, but only to the minimum extent required to avoid the prohibition or violation.

c. There will be no public hearings.

5. Appeals. The Applicant may appeal the decision to the Planning Commission, which may decide the issue *de novo*, and whose written decision will be the final decision of the City. An appeal by a wireless infrastructure provider must be taken jointly with the wireless service provider that intends to use the wireless telecommunications facility. Where the Zoning Administrator grants an application based on a finding that denial would result in a prohibition or effective prohibition under applicable federal law, the decision shall be automatically appealed to the Planning Commission. All appeals must be filed within 2 business days of the written decision of the Zoning Administrator, unless the Zoning Administrator extends the time therefore. An extension may not be granted where extension would result in approval of the application by operation of law. Any appeal shall be conducted so that a timely written decision may be issued in accordance with applicable law.

D. Findings and Decision. A Development Plan shall be acted upon by the Approving Authority based upon the information provided in the submitted application, evidence presented in the Planning Department's written report, and testimony provided during the public hearing, only after considering and clearly establishing all of the below-listed findings, and giving supporting reasons for each finding. The application shall be denied if one or more of the below-listed findings cannot be clearly established. Findings 1-4 do not apply to applications for wireless telecommunications facilities in the public right-of-way or facilities qualifying as EFRs, which are subject to the findings set forth by Paragraph 5, below.

1. The proposed development at the proposed location is consistent with the goals, policies, plans and exhibits of the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan;

2. The proposed development is compatible with those on adjoining sites in relation to location of buildings, with particular attention to privacy, views, any physical constraint identified on the site and the characteristics of the area in which the site is located;

3. The proposed development will complement and/or improve upon the quality of existing development in the vicinity of the project and the minimum safeguards necessary to protect the public health, safety and general welfare have been required of the proposed project;

4. The proposed development is consistent with the development standards and design guidelines set forth in the Development Code, or applicable specific plan or planned unit development.

5. Required findings for wireless telecommunications facilities in the public right-of-way and facilities qualifying as EFRs are as follows:

a. Except for EFRs, the Zoning Administrator or Planning Commission, as the case may be, shall approve an application if, on the basis of the application and other materials or evidence provided in review thereof, it finds the following:

(1) The facility is not detrimental to the public health, safety, and welfare;

(2) The facility complies with this Development Code and all applicable design and development standards; and

(3) The facility meets applicable requirements and standards of state and federal law.

b. For EFRs, the Zoning Administrator or Planning Commission, as the case may be, shall approve an application if, on the basis of the application and other materials or evidence provided in review thereof, it finds the following:

(1) That the application qualifies as an eligible facilities request; and

(2) That the proposed facility will comply with all generally applicable laws.

E. Conditions of Approval.

1. In approving a Development Plan application, the Approving Authority may require certain safeguards and impose certain conditions established to ensure that the purposes of this Development Code are maintained; ensure that the project will not endanger the public health, safety or general welfare; ensure that the project will not result in any significant environmental impacts; ensure that the project will be in harmony with the area in which it is located; and ensure that the project will be in conformity with The Ontario Plan and any applicable specific and/or area plan(s).

2. Conditions of approval imposed upon a Development Plan approval may include, but is not limited to, provisions concerning building height, bulk or mass; setbacks; lot coverage; lighting; private and common open space, and/or recreation amenities; screening, including garages, trash receptacles, mechanical and roof-mounted equipment and appurtenances; landscaping; walls and fences; vehicular parking, access and circulation; pedestrian circulation; on-site security; grading; street dedication and improvements (public and private); on and off-site public improvements (public and private) necessary to service the proposed development;

project timing/phasing; loading and outdoor storage; architectural treatment; signage; vehicular trip reduction; graffiti removal; sound attenuation; reparation and recordation of covenants, conditions and restrictions, mutual access agreements, maintenance agreements and other similar agreements; property disclosure pursuant to BPC Section 11000, et seq.; and other conditions the Approving Authority may deem appropriate and necessary to carry out the purposes of the Development Code.

3. All conditions of approval or requirements authorized by this Section are enforceable in the same manner and to the same extent as any other applicable requirement of this Development Code.

F. Development Plan Modifications/Revisions.

1. Development Plans and/or their conditions of approval may be modified/revised upon application by a project applicant or property owner if different from the applicant. The request shall be submitted to the Planning Department on a City application form pursuant to Division 2.02 (Application Filing and Processing) of this Development Code.

2. Modifications/revisions that are minor in nature may be processed administratively, without notice or public hearing, provided the proposed changes are consistent with the intent of the original approval and there are no resulting inconsistencies with this Development Code. Modifications/revisions are considered minor in nature if in the opinion of the Planning Director, they do not involve substantial changes to the approved plans or the conditions of approval and would in no way affect surrounding properties.

3. Modifications/revisions to an approved plan or conditions of approval that, in the opinion of the Planning Director, are not minor in nature, shall be processed as a revised Development Plan, following the procedures set forth in this Section for Development Plan approval, except that modification/revision approval shall not alter the expiration date established by the original application approval.

4.02.030: Extensions of Legal Nonconforming Status

A. Purpose. The purpose of this Section is to establish a process whereby the date that a legal nonconforming use would lose its legal nonconforming status pursuant to Section 3.01.015 (Nonconforming Land Use) of this Development Code, may be extended to allow additional time to complete the sale of the affected property or structure, secure tenants for the affected property or structure, and/or obtain necessary permits or the completion of necessary improvements.

B. Applicability. Pursuant to Table 2.02-1 (Review Matrix) of this Development Code, the Approving Authority is hereby empowered to approve, approve in modified form, or deny an Extension of Legal Nonconforming Status application, and to impose reasonable conditions upon the approval of the application.

1. The submittal of an application requesting an Extension of Legal Nonconforming Status shall automatically extend the legal nonconforming status of a land use or structure for an initial period of 60 days to allow for the processing of the request pursuant to the procedures prescribed by this Section. The Zoning Administrator may then approve an additional 120-day extension, for a total of 180 days.

2. If due to unforeseen circumstances, a property/structure owner is unable to complete the sale of the affected property, secure necessary tenants for the property or structure, and/or obtain necessary permits and complete all necessary tenant improvements to allow for occupancy of the affected property or structure within the period established by Subsection B.2, above, (180 days), the Approving Authority may grant additional extensions, not to exceed a total of one-year.

C. Application Filing, Processing and Hearing. An Extension of Legal Nonconforming Status application shall be filed, processed and heard pursuant to Division 2.02 (Application Filing and Processing) of this Development Code and the provisions of this Section.

D. Findings and Decision. An Extension of Legal Nonconforming Status shall be acted on based upon the information provided in the submitted application, evidence presented in the Planning Department's written report, and comments and testimony provided by the public, only after considering and clearly establishing all of the below-listed findings, and giving reasons in support of each finding. The application shall be denied if one or more of the below-listed findings cannot be clearly established.

1. The applicant has made a good faith effort to keep the nonconforming status;

2. A physical and/or economic hardship has prevented the nonconforming use from being reestablished prior to the expiration date;

3. Approving the extension will not adversely affect the character, integrity, or value of surrounding properties;

4. Approving the extension will not adversely affect the character, integrity, or general welfare of the neighborhood; and

5. The extension will not adversely impact the public health, safety, or welfare of the City's residents.

E. Conditions of Approval.

1. In approving an Extension of Legal Nonconforming Status, the Approving Authority, may require certain safeguards and impose certain conditions established to ensure that the purposes of this Development Code are maintained; ensure that the project will not endanger the public health, safety or general welfare; ensure that the project will not result in any significant environmental impacts; ensure that the project will be in harmony with the area in which it is located; and ensure that the project will be in conformity with The Ontario Plan and any applicable specific and/or area plan(s).

2. All conditions of approval or requirements authorized by this Section are enforceable in the same manner and to the same extent as any other applicable requirement of this Development Code.

4.02.040: Historic Preservation—Local Historic Landmark and Local District Designations, Historic Resource Tiering, and Architectural Conservation Areas

A. Purpose. The purpose of this Section is to establish procedures by which Local Historic Landmarks and Districts, Historic Resource Tiering, and Architectural Conservation Areas may be designated

B. Applicability.

1. Designation of Historic Landmarks and Districts, Historic Resource Tiering and Architectural Conservation Areas. The Approving Authority established pursuant to Table 2.02-1 (Review Matrix) of this Development Code is hereby empowered to approve, approve in modified form, or deny a Historic Preservation—Historic Landmark and District Designations, Historic Resource Tiering and Architectural Conservation Areas application.

2. Local Landmark Designation. A historic resource may be designated an "historic landmark" by the City if it meets the criteria for listing in the National Register of Historic Places or the California Register of Historic Resources, or it meets one or more of the following criteria:

a. The historic resource exemplifies or reflects special elements of the City's history;

b. The historic resource is identified with persons or events significant in local, state, or national history;

c. The historic resource is representative of the work of a notable builder, designer, architect, or artist;

d. The historic resource embodies distinguishing architectural characteristics of a style, type, period, or method of construction;

e. The historic resource is a noteworthy example of the use of indigenous materials or craftsmanship;

f. The historic resource embodies elements that represent a significant structural, engineering, or architectural achievement or innovation;

g. The historic resource has a unique location, a singular physical characteristic, or is an established and familiar visual feature of a neighborhood, community, or the City;

h. The historic resource is one of the few remaining examples in the City, region, state or nation, possessing distinguishing characteristics of an architectural or historical type or specimen: or

i. The historic resource has yielded, or is likely to yield, information important to the City's history or prehistory.

3. Local Historic District Designation. A neighborhood or area listed as a historic resource may be designated a "Local Historic District" by the City if the neighborhood meets the criteria for listing in the National Register of Historic Places or the California Register of Historic Resources, or it meets one or more of the following criteria:

a. The historic resource 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. The historic resource 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. The historic resource 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; or

d. The historic resource is, or the contributing resources are, associated with the lives of persons important to the City, State or National history.

4. Additional Historic Resource Evaluation Criteria. In addition to the "significance," criteria established in Paragraph B.2 (Local Landmark Designation) and Paragraph B.3 (Local Historic District Designation) of this Section, 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 significant individuals made their important contributions. The term "integrity" means the authenticity of a historical resource's physical identity, as evidenced by the survival of characteristics or historic or prehistoric fabric that existed during the resource's period of significance. Only after significance has been established, should the issue of integrity be addressed. The following criteria should be considered when evaluating properties for integrity:

a. *Design.* Any alterations to the property should not have adversely affected the character defining features of the property. Alterations to a resource or changes in its use over time may have historic, cultural or architectural significance.

b. *Setting.* Changes in the immediate surroundings of the property (e.g., buildings, land use and topography) should not have adversely affected the character of the property.

c. *Materials and Workmanship.* Any original materials should be retained, or if they have been removed or altered, replacements have been made that are compatible with the original materials.

d. *Location.* The relationship between a property and its location is an important component in determining integrity. The place where the property was built and where historic events occurred is often important to understanding why the property was created or why something happened. The actual location of a historic property, complemented by its setting, is particularly important in recapturing the sense of historic events and persons. Except in a few cases, the relationship between a property and its historic associations is destroyed if the property is moved.

e. *Feeling.* The term "feeling" means a property's expression of the aesthetic or historic sense of a particular period. It results from the presence of physical features that, taken together, convey the property's historic character. For example, a rural historic district, such as the

Guasti Winery, retaining original design, materials, workmanship and setting, will relate the feeling of agricultural life in the 19th century.

f. *Association*. The term "association" means the direct link between an important historic event or person, and a historic property. A property retains its association if it is the place where the event or activity occurred and is sufficiently intact to convey that relationship to an observer. Like "feeling," association requires the presence of physical features that convey a property's historic character. For example, a Revolutionary War battlefield, whose natural and manmade elements have remained intact since the 18th century, will retain its quality of "association" with the battle.

Because "feeling" and "association" depend upon individual perceptions, their retention alone is never sufficient to support eligibility. Historic resources must retain enough of their historic or prehistoric character or appearance to be recognizable as historic resources, and to convey the reasons for their significance.

C. Application Filing, Processing, and Hearing. Historic Preservation—Historic Landmark and Historic District Designation applications shall be filed and processed pursuant to Division 2.02 (Application Filing and Processing) of this Development Code, and the provisions of this Section. All eligible historic resources nominated for designation as a Landmark or a Historic District shall be evaluated, processed, and designated a Tier pursuant to Subsection G (Historic Resource Tiering System) of this Section, concurrently with the application for landmark or historic district designation.

D. Local Historic Landmark and District Designation Application Findings and Decision.

1. Within the 30-day period following acceptance of a Historic Preservation—Historic Landmark and District Designations application as complete pursuant to the applicable provisions contained in Section 2.02.015.B (Discretionary Permits and Actions) of this Development Code, the Advisory Authority shall make a preliminary determination as to whether the requested Local Historic Landmark or Local Historic District designation is appropriate, based upon the designation criteria set forth in Paragraphs B.2 (Local Landmark Designation), B.3 (Local Historic District Designation), and B.4 (Additional Historic Resource Evaluation Criteria) of this Section. If it is determined that the proposed resource merits further consideration, the application shall be forwarded to the subsequent Advisory Authority. If the proposed resource does not merit further consideration due to failure of the property to meet the applicable designation criteria, the application shall be denied.

2. Upon receipt of the Advisory Authority's recommendation, the subsequent Advisory Authority shall make a recommendation to the Approving Authority to grant or deny a Historic Preservation—Landmark or District Designation application on the basis of the application and the evidence presented in the Planning Department's written report, after considering and clearly establishing the designation criteria set forth in Paragraphs B.2 (Local Landmark Designation), B.3 (Local Historic District Designation), and B.4 (Additional Historic Resource Evaluation Criteria) of this Section, and giving specific reasons in support of each applicable criterion.

3. The Approving Authority may grant or deny a Historic Preservation—Landmark or District Designation application on the basis of the application and the evidence presented in the Planning Department's written report, after considering and clearly establishing the applicable designation criteria set forth in Paragraphs B.2 (Local Landmark Designation), B.3 (Local Historic District Designation), and B.4 (Additional Historic Resource Evaluation Criteria) of this Section, and giving specific reasons in support of each applicable criterion.

E. **Permits.** No building, alteration, demolition, or removal permits for any proposed Local Landmark or Local Historic District shall be issued after a Historic Preservation—Landmark or District Designation application has been filed with the Planning Department, until such time that any public hearing or appeal proceedings regarding the application have been completed.

F. **Automatic Designations.**

1. Any property listed in the National Register of Historic Places or the California Register of Historic Resources shall automatically be designated as a local Historic Landmark.

2. Any neighborhood or area listed in the National Register of Historic Places or the California Register of Historic Resources shall automatically be designated as a local Historic District.

3. Any property identified as a contributing structure to a historic district listed on the National Register of Historic Places or the California Register of Historic Resources shall be considered a contributing structure within the historic district.

G. **Historic Resource Tiering System.** The Historic Preservation Commission shall be responsible for the adoption of the Historic Resource Tier Designation List, which shall be maintained by the Historic Preservation Subcommittee. A historic resource may be designated "Tier I, Tier II, or Tier III" by the Approving Authority established pursuant to Table 2.02-1 (Review Matrix) of this Development Code, to establish a ranking of historic resources within the City, based upon the determined significance of each resource, as specified below. For the purpose of this Section, upon determining the appropriate tier designation for a historic district, the Approving Authority may rank all contributing structures within that district into the same tier designation. Tier I, II and III historic resources shall be judged based upon their determined degree of significance, pursuant to the criteria contained in Subsection H (Historic Resource Tiering Criteria) of this Section.

1. Tier I. Tier I consists of historic resources that should not be demolished or significantly altered under any circumstances, regardless of their designation status. Resources within this tier are determined to be the City's most significant historical or cultural resources. Tier I resources shall meet one or more of the following:

a. A resource listed on the Ontario Register that meets at least one of the criteria within the Architecture/Form category, and 3 criteria within the History category, listed in Subsection H (Historic Resource Tiering Criteria) of this Section; or

b. A contributing resource within a district that meets at least one of the criteria within the Architecture/Form Category and 3 criteria within the History Category as listed below.

2. Tier II. Tier II consists of historic resources wherein demolition of these properties should be avoided. Tier II resources shall meet one or more of the following:

a. Any historic resource listed or determined eligible for listing in the National Register of Historic Places;

b. Any historic resource listed or determined eligible for listing in the California Register of Historic Resources;

c. A historic resource listed on the Ontario Register and meets at least 2 criteria within the Architecture/Form or History categories, listed in Subsection H (Historic Resource Tiering Criteria) of this Section; or

d. A contributing resource within an eligible historic district wherein the district meets at least 2 of the criteria in either the Architecture/Form or History categories as listed in Subsection H (Historic Resource Tiering Criteria) of this Section.

3. Tier III. Tier III consists of historic resources that are Designated Local Historic Landmarks, are contributing properties within Designated Local Historic Districts, or are eligible historic resources. Demolition of these resources should be avoided where possible but may be appropriate under certain circumstances.

H. Historic Resource Tiering Criteria. The following listing contains criteria to be used in determining the Tier designation of a historic resource:

1. Local Historic Landmark.

a. *Architecture/Form.*

(1) The resource is prototypical, or one of the finest examples, of a period, style, architectural movement, or construction in the City of a particular style of architecture, building type, or historical or archeological object. Only preeminent examples should be considered. Good representative examples of a style, period or method of construction are not appropriate; or

(2) The resource is the first, last, only, or one of the finest examples, notable works, or the best surviving work by an architect or designer of major importance to the City, State or Nation.

b. *History.*

(1) The resource is the location of a historic event(s) that has significantly contributed to the history of the City, State, or Nation;

(2) The resource is associated with a business, company, or individual that has made a significant cultural, social, or scientific contribution to the City, State, or Nation;

(3) The resource is identified with a person(s) who has exerted a major influence on the heritage or history of the City, State, or Nation;

(4) The resource embodies the ideals or principles of the "Model Colony" or furthers the ideals or principals established by the Chaffey Brothers;

(5) The resource has a direct relationship to one of the principal historic contexts in the City's history, including the "Model Colony," (includes the Chaffey Brothers, the Ontario Land and Improvement Company, or the citrus industry), the Guasti Winery or the wine industry, or the Dairy Preserve or the dairy industry;

(6) The resource is related with a business, company, or individual significant in the agricultural history of the City; or

(7) The resource is related to the archeological past of the region.

2. Local Historic Districts.

a. *Architecture/Form.*

(1) The district contains resources that are a prototype of, or one of the finest examples of, or the first, last, only, or few remaining groupings of a period, style, architectural movement, or construction in the City of a particular style of architecture, building type, or historical or archeological object. Only preeminent examples should be considered. Good representative examples of a style, period or method of construction are not appropriate; or

(2) The district contains resources that are the first, last, only, or the finest examples, notable works, or the best surviving work by an architect or designer of major importance to the City, State or Nation.

b. *History*.

(1) The district is the location of a historic event(s) that has significantly contributed to the history of the City, State, or Nation;

(2) The district is associated with a business, company, or individual that has made a significant, cultural, social, or scientific contribution to the City, State, or Nation;

(3) The district is identified with a person(s) who has exerted a major influence on the heritage or history of the City, State, or Nation;

(4) The district embodies the ideals or principles of the "Model Colony," or furthers the ideals or principals established by the Chaffey Brothers;

(5) The district has a direct relationship to one of the principal historic contexts in the City's history, including the "Model Colony," (includes the Chaffey Brothers, the Ontario Land and Improvement Company, or the citrus industry), the Guasti Winery or the wine industry, or the Dairy Preserve or the dairy industry, or the citrus industry; or

(6) The district is related with a business, company, or individual significant in the agricultural history of the City.

I. Architectural Conservation Area. An area may be designated an "Architectural Conservation Area" by the Approving Authority if the area meets any one of the below-listed criteria; however, these criteria do not evaluate for historic significance. As a result, properties within Architectural Conservation Areas are not qualified for historic landmark or historic district consideration. The criteria for establishing an Architectural Conservation Area are as follows:

1. The area is geographically definable and conveys a sense of architectural cohesiveness through its design, setting, materials, workmanship, or association; or

2. The area reflects significant geographical patterns, including those associated with different areas of settlement and growth, particular transportation modes, or distinctive examples of a park landscape, site design or community planning, or represents established and familiar visual features in the community.

3. Alternately, an area may be designated an Architectural Conservation Area by the City if a conservation plan has been prepared pursuant to Section 4.02.055 (Historic Preservation—Conservation Plans), outlining the character defining features of the neighborhood and appropriate design guidelines that will maintain the character of the neighborhood.

4.02.045: Historic Preservation—Rescind or Amend the Status of a Historic Resource

A. **Purpose.** The purpose of this Section is to establish a process by which a historic resource may rescind or amend its assigned status, including a Local Landmark or Local District Designation, a Tier Designation, an Eligibility Determination, or an Architectural Conservation Area.

B. **Applicability.** The Approving Authority for the original application type, pursuant to Table 2.02-1 (Review Matrix) of this Development Code, is hereby empowered to approve, approve in modified form, or deny a request to rescind or amend the assigned status of a Local Historic Landmark or Local Historic District Designation, Tier Designation, Eligibility Determination, or Architectural Conservation Area.

C. **Addition to the Ontario Register.** Any property or grouping of properties surveyed at the intensive level pursuant to standards established by the California Office of Historic Preservation, and determined to meet the designation criteria for local historic landmarks or local historic districts set forth in Section 4.02.040 (Historic Preservation—Local Historic Landmark and Local District Designations, Historic Resource Tiering, and Architectural Conservation Areas) of this Development Code, shall be determined by the Approving Authority to be an "eligible" historic resource.

D. **Removal of Eligible or Nominated Historic Resources from the Ontario Register.** An eligible historic resource or a nominated historic resource may be removed from the Ontario Register, as follows:

1. Any historic resource listed on the Ontario Register may be removed by the Approving Authority if the resource has lost all historic and/or cultural significance due to a catastrophe causing a loss of integrity, or the resource has lost all historical and/or cultural significance due to extensive legally performed alteration(s), which has caused a loss of integrity after the property was initially surveyed.

2. Any historic resource listed on the Ontario Register may be removed by the Approving Authority upon reevaluation of the resource at the request of the property owner, or upon initiation by the City, if the most recently prepared Historic Resource Survey evaluating the resource is more than 5 years old.

3. The Historic Preservation Subcommittee shall evaluate a historic resource utilizing the designation criteria set forth in Paragraph 4.02.040.B.2 (Local Landmark Designation) of this Division. Furthermore, when a historic resource is located within an eligible local historic district, the area or neighborhood shall also be evaluated using the designation criteria set forth in Paragraph 4.02.040.B.3 (Local Historic District Designation) of this Division, and shall be evaluated to determine if it contributes to the significance of the district. The Approving Authority may retain a noncontributing property within a proposed or potential historic district.

4. Any reevaluation of a property shall be valid for a 5-year period.

E. Amending or Rescinding a Local Landmark, Local Historic District, or a Tier Designation from the Ontario Register. A local landmark, local historic district, or a tier designation may be amended or rescinded from the Ontario Register, if:

1. It is discovered that the information relied upon by the Advisory Authority and/or Approving Authority in making the original designation, was erroneous or false;

2. New information compromises the significance of a historic resource;

3. The historic resource has been demolished, relocated, or removed; or

4. The historic resource has been rendered ineligible for designation due to a catastrophic event, beyond the owner's control, which has destroyed the resource to the point where it is considered a hazard to the public health and safety, and the restoration of the resource is not feasible.

4.02.050: Historic Preservation—Certificates of Appropriateness and Demolition of Historic Resources

A. Purpose. The purpose of this Section is to establish a process to ensure that any alteration to, or demolition of, an eligible or designated historic resource within the City is in keeping with the historic character of the resource.

B. Applicability.

1. The Approving Authority established pursuant to Table 2.02-1 (Review Matrix) of this Development Code is hereby empowered to approve, approve in modified form, or deny a Historic Preservation—Certificate of Appropriateness application, and to impose reasonable conditions upon the approval of the application.

2. A Certificate of Appropriateness shall be required for any:

a. Alteration, addition, restoration, rehabilitation, remodeling, relocation, repainting, and/or resurfacing of an historic resource. Certificate of Appropriateness approval shall be required even if the City requires no other permits;

b. For any work to the exterior of any noncontributing resource in a Historic District or on a historic property. A reasonable effort shall be made to produce compatibility, and in no event shall there be a greater deviation from compatibility;

c. Infill development within a historic district or on a historic property; and

d. Any demolition, whether in whole or in part, of a historic resource or a noncontributor within a designated historic district in conjunction with a demolition application.

3. No permit shall be issued for work on a historic resource until a Certificate of Appropriateness or Waiver has been issued in accordance with the provisions of this Division.

4. Once a Certificate of Appropriateness has been issued, the Planning Department, from time to time, shall inspect the work to ensure that it is being carried-out in compliance with the approved Certificate of Appropriateness and shall issue a Certificate of Completion prior to

any final inspection or occupancy by any City Department to ensure the work has been satisfactorily completed.

C. Application Filing, Processing and Hearing. A Historic Preservation—Certificate of Appropriateness application shall be filed, processed, and heard pursuant to Division 2.02 (Application Filing and Processing) of this Development Code and the provisions of this Section, except as follows:

1. Determination of Significance.

a. Upon acceptance of a Historic Preservation—Certificate of Appropriateness application as complete for processing pursuant to Subsection 2.02.015.B (Discretionary Permits and Actions) of this Development Code, the Historic Preservation Subcommittee shall evaluate the affected historic resource for significance, which shall include a review conducted by the Planning Department consisting of an evaluation of the resource's eligibility for listing on the National Register of Historic Places, the California Register of Historic Resources, or the Ontario Register. The review may also include the preparation of a Historic Resource Survey, at the intensive level, pursuant to the standards set forth by the California Office of Historic Preservation.

b. A historic resource that does not meet the criteria for designation set forth in Section 4.02.040 (Historic Preservation—Local Historic Landmark and Local District Designations, Historic Resource Tiering, and Architectural Conservation Areas) of this Division, and not located within a designated, proposed, or potential district, shall be removed from the Ontario Register and the Certificate of Appropriateness shall be deemed approved. A resource that meets the designation criteria set forth in Section 4.02.040 (Historic Preservation—Local Historic Landmark and Local District Designations, Historic Resource Tiering, and Architectural Conservation Areas) of this Division, shall be further processed pursuant to this Section.

2. Environmental Review.

a. Upon determination that a historic resource is "significant," an environmental review shall be conducted pursuant to Section 2.02.020 (Environmental Review) of this Development Code; however, in determining the appropriate level of review for the demolition of a historic resource, the tiering system established pursuant to Subsection 4.02.040.G (Historic Resource Tiering System) of this Division shall be utilized.

b. Any historic resource proposed for demolition, which is determined to be within Tier III pursuant to Subsection 4.02.040.G (Historic Resource Tiering System) of this Division, shall require preparation of an Addendum to The Ontario Plan Environmental Impact Report pursuant to the requirements of CEQA and the implementing guidelines, and City's Local Guidelines For Implementing the California Environmental Quality Act, in conjunction with the approval of Certificate of Appropriateness and Demolition applications.

c. Any historic resource proposed for demolition, which is determined to be within Tier I or Tier II pursuant to Subsection 4.02.040.G (Historic Resource Tiering System) of this Division, shall require preparation and certification of an Environmental Impact Report pursuant to the requirements of CEQA and the implementing guidelines, and City's Local Guidelines For Implementing the California Environmental Quality Act, in conjunction with the approval of Certificate of Appropriateness and Demolition applications.

3. Hearing. Each Advisory or Approving Authority shall hold at least one hearing on the application, which shall be duly noticed, heard, and acted upon pursuant to Division 2.03 (Public Hearings) of this Development Code.

4. Advisory Authority Review and Recommendation. Following completion of all required environmental review pursuant to Paragraph C.2 (Environmental Review) of this Subsection, the Advisory Authority shall make recommendation to the Approving Authority whether to approve, approve in modified form or deny the application. The Advisory Authority's recommendation shall be transmitted to the Approving Authority in such manner and form as specified by the Approving Authority, within 60 days following the date the decision was rendered. The 60-day time limit may be extended by mutual agreement of the applicant and City.

5. Approving Authority Review and Action.

a. Upon receipt of the Advisory Authority's recommendation, the Approving Authority shall approve, conditionally approve, or deny the application, either in whole or in part. The action of the Approving Authority shall be by written decision, setting forth the basis for the action and shall include all applicable findings prescribed by Subsection D (Findings and Decision), below.

b. The decision of the Approving Authority shall be final and conclusive in the absence of an appeal filed pursuant to Division 2.04 (Appeals) of this Development Code.

D. Findings and Decision.

1. Designated Historic Landmarks, Contributors, and Non-Contributors and Eligible Historic Resources.

a. A Historic Preservation—Certificate of Appropriateness application for Designated Historic Landmarks and Contributors, or Eligible Historic Resources, shall be acted upon by the Approving Authority based upon the information provided in the submitted application, evidence presented in the Planning Department's written report, and testimony provided during the public hearing, only after considering and clearly establishing all of the below-listed findings, and giving supporting reasons for each finding. The application shall be denied if one or more of the below-listed findings cannot be clearly established.

(1) The proposed alteration, restoration, relocation, or construction will not detrimentally change, destroy or adversely affect any significant architectural feature of the resource;

(2) The proposed alteration, restoration, relocation, or construction will not detrimentally change, destroy or adversely affect the historic character or value of the resource;

(3) The proposed alteration, restoration, relocation, or construction will be compatible with the exterior character-defining features of the historic resource; and

(4) The proposed alteration, restoration, relocation, or construction will not adversely affect or detract from the character of the historic district.

2. Demolition of Historic Resources.

a. A Historic Preservation—Certificate of Appropriateness and Demolition application for the Demolition Of Historic Resources shall be acted upon by the Approving Authority based upon the information provided in the submitted application, evidence presented in the Planning Department's written report, and testimony provided during the public hearing, only after considering and clearly establishing all of the below-listed findings, and giving supporting reasons for each finding. The application shall be denied if one or more of the below-listed findings cannot be clearly established.

(1) The proposed demolition is necessary because all efforts to restore, rehabilitate, and/or relocate the resource have been exhausted;

(2) The proposed demolition is necessary because restoration/rehabilitation is not practical because the extensive alterations required would render the resource not worthy of preservation;

(3) The proposed demolition is necessary because failure to demolish the resource would adversely affect or detract from the character of the District; and

(4) The resource proposed to be demolished has been assigned a Tier III designation.

3. Instances Wherein Findings Are Not Required. The Approving Authority may act upon Historic Preservation—Certificate of Appropriateness and/or Demolition applications for Tier I and Tier II historic resources that are designated historic landmark contributors and noncontributors to historic districts, or eligible historic resources , without making the findings contained in Paragraph D.1 (Designated Historic Landmarks, Contributors, and Non-Contributors and Eligible Historic Resources) or Paragraph D.2 (Demolition of Historic Resources) of this Subsection, if a Historic Preservation—Certificate of Economic Hardship has been granted pursuant to Section 4.02.055 (Historic Preservation—Certificates of Economic Hardship) of this Division.

E. Conditions of Approval.

1. In approving Historic Preservation—Certificate of Appropriateness and/or Demolition applications, the Approving Authority may require certain safeguards and impose certain conditions established to ensure that the purposes of this Development Code are maintained; ensure that the project will not endanger the public health, safety or general welfare; ensure that the project will not result in any significant environmental impacts; ensure that the project will be in harmony with the area in which it is located; and ensure that the project will be in conformity with The Ontario Plan and any applicable specific and/or area plan(s).

2. All conditions of approval or requirements authorized by this Section are enforceable in the same manner, and to the same extent, as any other applicable requirement of this Development Code.

3. In approving Historic Preservation—Certificate of Appropriateness and/or Demolition applications, the following conditions of approval shall be imposed, and shall be completed prior to commencing any demolition work:

a. Each historic resource shall be fully documented and cataloged pursuant to Historic American Building Survey/Historic American Engineering Record (HABS/HAER) standards, to provide a record of the resource, including, but not limited to: **[i]** the preparation of

site plans, floor plans, exterior and interior elevations, and detail drawings of character defining features (such as moldings, stairs, etc.); and **[ii]** photographs of the resource, including the exterior, interior, and interior and exterior character defining features (such as moldings, light fixtures, trim patterns, etc.).

b. A mitigation fee established pursuant to Section 7.01.025 (Historic Preservation Mitigation Fee) shall be paid to the City prior to the issuance of a demolition permit for Tier III historic resources. Fees for Tier I and II historic resources shall be determined during the Environmental Impact Report process. The fees established for Tier III will be used as a reference point for establishing fees for Tier I and II historic resources.

c. A Certificate of Appropriateness shall not be issued for the demolition of an historic resource, either in whole or in part, until such time that a demolition permit application and a replacement structure has been approved by the City, and appropriate permits have been issued for its construction, unless: **[i]** a waiver is granted pursuant to Subsection H (Replacement Structure Waiver for Historic Resources Located within Industrial Zoning Districts) of this Section; **[ii]** a deferral of the replacement structure requirement is granted pursuant to Subsection G (Replacement Structure Deferral) of this Section; or **[iii]** demolition is required pursuant to Section 7.01.050 (Unsafe or Dangerous Conditions) of this Development Code.

d. In an effort to preserve features and artifacts from historic resources, a determination whether items within or on the resource should be salvaged must be made by the Planning Department and may include the local historical society prior to the issuance of the demolition permit. The applicant shall be responsible for the removal, relocation, storage, and donation of such items selected for salvaging. The applicant shall provide an inventory of salvaged items to the Planning Department, and shall include a list of each item name, description and dimension (as necessary), and the location of each item on a floor plan.

F. Certificate of Appropriateness Waivers. The Approving Authority may waive the requirement for Certificate of Appropriateness approval for certain alterations, restorations, rehabilitations, remodeling, repainting, resurfacing, and additions to historic resources, as follows:

1. A waiver may be issued for work that is consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties and the guidelines set forth in Division 7.01 (Historic Preservation) of this Development Code.

2. A waiver may be issued for minor alterations to historic resources, provided no change in appearance occurs or the proposed change restores period features, including but not limited to, chimneys; fences and walls, including construction, demolition, or alteration of side, rear and front yard fences and walls; foundations; landscaping, unless the Landmark designation specifically identifies the landscape, layout, features or elements as having particular historical, architectural or cultural merit; roofing, provided a 30 year dimensional shingle, or an aesthetically equivalent dimensional shingle is used, and the replacement shingle must maintain the architectural character of the historic resource in terms of scale, pattern, texture, and coloration; and signage, including directional, monument, wall and window signs.

3. A waiver may be issued for the construction of residential accessory structures and additions less than 650 SF in area or 50 percent of the existing original historic building area, whichever is less, to historic resources that are not visible from a public right-of-way, excluding public alleys.

G. Replacement Structure Deferral. The Approving Authority may defer the obligation to construct replacement structures as a requirement for approval of the demolition of a historic resource, if the ultimate project proposed for the site of the demolition provides an exceptional benefit to the community.

1. Findings. A Replacement Structure Deferral shall be acted upon by the Approving Authority based upon the information provided in the submitted application, evidence presented in the Planning Department's written report, and any public testimony provided during the public hearing, only after considering and clearly establishing all of the below-listed findings, and giving supporting reasons for each finding. The application shall be denied if one or more of the below-listed findings cannot be clearly established.

a. The demolition is necessary to allow the acquisition and assembly of land for a future redevelopment or housing project within a redevelopment project area;

b. The future project will provide exceptional benefits to the City with respect to employment, fiscal, social, housing and economic needs of the community, or will provide new public facilities that are needed by the City (such as off-site improvements, parks, open space, recreation, or other community facilities, not including parking lots); and

c. Failure to demolish the historic structures could hinder the ability of the City to revitalize or redevelop a blighted lot or area of the City or meet housing production requirements.

2. Condition of Approval. In granting a deferral of the replacement structure requirement, the Approving Authority shall impose a condition of approval requiring any new project on the subject site to be designed pursuant to the infill development guidelines listed in Subsection I (Infill Development Guidelines) of this Section, to insure compatibility with the surrounding area or neighborhood. The Historic Preservation Subcommittee shall make a recommendation to the Approving Authority for the replacement structure regarding compliance with the infill development guidelines.

H. Replacement Structure Waiver for Historic Resources Located within Industrial Zoning Districts. The Approving Authority may waive the obligation to construct replacement structures as a requirement for approval of the demolition of a Tier III Historic Resource, if the site is located in an Industrial Zone. The waiver shall be acted on based upon the information provided in the submitted application, after considering and clearly establishing all of the below-listed findings and giving supporting reasons for each finding. The application shall be denied if one or more of the below-listed findings cannot be clearly established.

1. The Tier III Historic Resource is a residential building located in an Industrial Zoning District;

2. Approving the deferral will not adversely affect the character, integrity, general welfare of the surrounding neighborhood, residents, and adjacent properties;

3. Conversion and/or rehabilitation of the residential home is not economically feasible, demonstrated through market analysis, construction costs, structural reports, property and building conditions assessments, and/or any other study/report deemed necessary by the Planning Director;

I. Infill Development Guidelines. The following infill development guidelines shall be incorporated into the design of all new structures proposed within a designated, proposed, or potential Historic District, or on a historic property, pursuant to this Division:

1. New buildings, structures, or improvements constructed within a historic district shall be designed to be compatible with the architectural style, features, and historic character of the district.

2. New buildings shall be compatible with the original style of the contributing buildings within a historic district. The design of the new building shall incorporate the following considerations:

a. The design shall incorporate the design features and details of contributing structures;

b. The height, width, and length of the new building shall be consistent with the original characteristic of the contributing structures; and

c. The exterior materials and treatment shall be similar to the contributing structures.

3. New buildings, structures, and/or improvements constructed on a historic property shall be designed to be compatible with the architectural style and features of contributing historic buildings located on the historic property.

4. New buildings shall be compatible with the original architectural style of the contributing historic buildings on the historic property. The design of the new building shall incorporate the following considerations:

a. The design shall incorporate the design features and details of the historic structure;

b. The height, width, and length of the new building shall be consistent with the original characteristic of the historic building; and

c. The exterior materials and treatment shall be similar to the historic building.

J. Certificate of Appropriateness Modification/Revision.

1. Historic Preservation—Certificates of Appropriateness and/or their conditions of approval may be modified/revised upon application by a project proponent or property owner if different from the proponent. The request shall be submitted to the Planning Department on a City application form pursuant to Division 2.02 (Application Filing and Processing).

2. Modifications/revisions that are minor in nature may be processed administratively, without notice or public hearing, provided the proposed changes are consistent with the intent of the original approval and there are no resulting inconsistencies with this Development Code. Modifications/revisions are considered minor in nature if in the opinion of the Planning Director, they do not involve substantial changes to the approved plans or the conditions of approval and would in no way affect surrounding properties.

3. Modifications/revisions to an approved plan or conditions of approval that are not minor in nature shall be processed as a revised Historic Preservation—Certificate of Appropriateness, following the procedures set forth in this Section for Historic Preservation—Certificate of Appropriateness approval, except that modification/revision approval shall not alter the expiration date established by the original application approval.

4.02.055: Historic Preservation—Certificates of Economic Hardship

A. **Purpose.** The purpose of this Section is to establish a process to ensure that denial of a Certificate of Appropriateness and/or a Demolition Application does not create any undue hardship upon the owner of a Tier I or Tier II historic resource.

B. **Applicability.**

1. The Approving Authority established pursuant to Table 2.02-1 (Review Matrix) of this Development Code is hereby empowered to approve, approve in modified form, or deny a Historic Preservation—Certificate of Economic Hardship application.

2. A Certificate of Economic Hardship may be filed concurrently with a Certificate of Appropriateness and/or Demolition Application in cases where the alteration, restoration, rehabilitation, remodel, addition to a historic resource, or demolition, partially or in whole, in compliance with the Certificate of Appropriateness and/or Demolition Application, would cause an immediate and substantial financial hardship. Furthermore, the denial of the Certificate of Appropriateness and/or Demolition Application would deny the property owner all reasonable beneficial use of, or return on, the property.

3. No action shall be taken to demolish or otherwise alter the historic resource for a period of 14 days following the issuance of a Certificate of Economic Hardship.

C. **Application Filing, Processing and Hearing.** A Historic Preservation—Certificate of Economic Hardship application shall be filed, processed, and heard pursuant to Division 2.02 (Application Filing and Processing) of this Development Code and the provisions of this Section.

D. **Findings and Decision.** A Historic Preservation—Certificate of Economic Hardship application shall be acted upon by the Approving Authority based upon the information provided in the submitted application, evidence presented in the Planning Department's written report, and testimony provided during the public hearing, only after considering and clearly establishing all of the below-listed findings, and giving supporting reasons for each finding. The application shall be denied if one or more of the below-listed findings cannot be clearly established.

1. Denial of the application will diminish the value of the subject property so as to leave substantially no value;

2. Sale or rental of the property is impractical, when compared to the cost of holding the property for uses permitted in the underlying zoning district;

3. An adaptive reuse study has been conducted and found that utilization of the property for lawful purposes is prohibited or impractical;

4. Rental at a reasonable rate of return is not feasible;

5. Denial of the Certificate of Appropriateness would damage the owner of the property unreasonably in comparison to the benefit conferred on the community, and

6. All means involving City sponsored incentives, such as a transfer of development rights, tax abatements, financial assistance, building code modifications, changes in the zoning ordinance, loans, grants, and reimbursements, have been explored to relieve possible economic disincentives.

4.02.060: Historic Preservation—Conservation Plans

A. **Purpose.** The purpose of this Section is to establish a process to expedite the review process for project areas in which numerous historic resources within a single project area would require the issuance of multiple Certificates of Appropriateness for proposed work to those Historic Resources.

B. **Applicability.** The Approving Authority established pursuant to Table 2.02-1 (Review Matrix) of this Development Code is hereby empowered to approve, approve in modified form, or deny a Historic Preservation—Conservation Plan application and to impose reasonable conditions upon the approval of the application.

C. **Application Filing, Processing and Hearing.** A Historic Preservation—Conservation Plan application shall be filed, processed, and acted upon pursuant to the requirements for Historic Preservation—Certificates of Appropriateness, contained in Section 4.02.050 (Historic Preservation—Certificates of Appropriateness and Demolition of Historic Resources) of this Development Code, and the provisions of this Section.

D. **Findings and Decision.** A Historic Preservation—Conservation Plan shall be acted upon by the Approving Authority based upon the information provided in the submitted application, evidence presented in the Planning Department's written report, and testimony provided during the public hearing, only after considering and clearly establishing all of the below-listed findings, and giving supporting reasons for each finding. The application shall be denied if one or more of the below-listed findings cannot be clearly established.

1. The proposed alterations, restorations, relocations, or construction, in whole or in part, within the plan area will not detrimentally change, destroy or adversely affect any significant architectural feature of Historic Resources;

2. The proposed alterations, restorations, relocations, or construction, in whole or in part, within the plan area will not detrimentally change, destroy or adversely affect the historic character or value of Historic Resources;

3. The proposed alterations, restorations, relocations, or construction, in whole or in part, within the plan area will be compatible with the exterior features of other improvements within the plan area; and

4. The proposed alterations, restorations, relocations, or construction, in whole or in part, within the plan area will not adversely affect or detract from the character of the plan area.

E. **Conditions of Approval.**

1. In approving a Historic Preservation—Conservation Plan application, the Approving Authority may require certain safeguards and impose certain conditions established to ensure that the purposes of this Development Code are maintained; ensure that the project will not endanger the public health, safety or general welfare; ensure that the project will not result in any significant environmental impacts; ensure that the project will be in harmony with the area in which it is located; and ensure that the project will be in conformity with The Ontario Plan and any applicable specific and/or area plan(s).

2. All conditions of approval or requirements authorized by this Section are enforceable in the same manner, and to the same extent, as any other applicable requirement of this Development Code.

F. Conservation Plan Modification/Revision.

1. Historic Preservation—Conservation Plans and/or their conditions of approval may be modified/revised upon application by a project proponent or property owner if different from the proponent. The request shall be submitted to the Planning Department on a City application form pursuant to Division 2.02 (Application Filing and Processing).

2. Modifications/revisions that are minor in nature may be processed administratively, without notice or public hearing, provided the proposed changes are consistent with the intent of the original approval and there are no resulting inconsistencies with this Development Code. Modifications/revisions are considered minor in nature if in the opinion of the Zoning Administrator, they do not involve substantial changes to the approved plans or the conditions of approval and would in no way affect surrounding properties.

3. Modifications/revisions to an approved plan or conditions of approval that are not minor in nature shall be processed as a revised Historic Preservation—Conservation Plan, following the procedures set forth in this Section for Historic Preservation—Conservation Plan approval, except that modification/revision approval shall not alter the expiration date established by the original application approval.

4.02.065: Historic Preservation—Mills Act Contracts

A. Purpose. The purpose of this Section is to establish a process by which economic incentives may be provided for the preservation of a designated historic landmark or contributing structure within a designated historic district.

B. Applicability.

1. The Approving Authority established pursuant to Table 2.02-1 (Review Matrix) of this Development Code is hereby empowered to approve, approve in modified form, or deny a Historic Preservation—Mills Act Contract (Contract) application.

2. Pursuant to GC Section 50280, et seq., the owner(s) of designated historic landmarks, contributing structures within designated historic districts, and properties listed on the National Register of Historic Places or the California Register of Historic Resources, may request to enter into a Mills Act Contract with the City.

C. Application Filing, Processing and Hearing.

1. Historic Preservation—Mills Act Contract applications shall be filed, processed, and heard pursuant to Division 2.02 (Application Filing and Processing) of this Development Code and the provisions of this Section.

2. The owner shall furnish the Approving Authority with any information the Approving Authority shall require in order to enable it to determine the eligibility of the property involved.

D. Findings and Decision.

1. A Historic Preservation—Mills Act Contract shall be acted upon by the Approving Authority based upon the information provided in the submitted application, evidence presented in the Planning Department's written report, and testimony provided during the public hearing, only after considering and clearly establishing **[i]** the eligibility of the property involved, **[ii]** the appropriateness and sequencing of the improvements proposed, and **[iii]** the fiscal benefits derived from those improvements.

2. No later than 20 days after the City enters into a Mills Act Contract with an owner pursuant to this Section, the City Clerk shall record a copy of the Contract with the county recorder, which shall fully describe the affected property.

E. Required Contract Provisions. Pursuant to GC Section 50281, any Mills Act Contract entered into under this Section shall contain the following provisions:

1. The term of the Contract shall be for a minimum period of 10 years.

2. Where applicable, the Contract shall provide for the following:

a. The preservation of designated historic landmarks, contributing structures within designated historic districts, and properties listed on the National Register of Historic Places or the California Register of Historic Resources, and, when necessary, to restore and rehabilitate the property to conform to the rules and regulations of the Office of Historic Preservation of the Department of Parks and Recreation, the United States Secretary of the Interior's Standards for Rehabilitation, and the State Historical Building Code;

b. The periodic examinations of the interior and exterior of the premises by the City, San Bernardino County Assessor, the Department of Parks and Recreation, and the State Board of Equalization, as may be necessary to determine the owner's compliance with the Contract; and

c. The Contract shall be binding upon, and inure to the benefit of, all successors in interest of the owner. A successor in interest shall have the same rights and obligations under the Contract as the original owner who entered into the Contract.

F. Term of Contract. Each Mills Act Contract shall provide that on the anniversary date of the Contract, or other annual date specified in the Contract, a year shall be automatically added to the initial term of the Contract unless notice of nonrenewal is given pursuant to Subsection G (Contract Nonrenewal), below. If the property owner or the Approving Authority desires within any year not to renew the Contract, that party shall serve written notice of nonrenewal of the Contract on the other party in advance of the annual renewal date of the Contract. Unless the notice is served by the owner at least 90 days prior to the renewal date or by the Approving Authority at least 60 days prior to the renewal date, one year shall be automatically added to the term of the Contract.

G. Contract Nonrenewal.

1. Upon receipt by the owner of a notice of nonrenewal from the Approving Authority, the owner may make a written protest of the notice. The Approving Authority may, at any time prior to the renewal date, withdraw the notice of nonrenewal.

2. If, within any year, the Approving Authority or the owner serves notice of intent not to renew the Contract, the existing Contract shall remain in effect for the balance of the period remaining since the original execution or the last renewal of the Contract, as applicable.

H. Contract Cancellation.

1. The Approving Authority may cancel a Mills Act Contract if it determines that the owner has breached any of the conditions of the Contract provided for in this Section or has allowed the property to deteriorate to the point that it no longer meets the standards for a qualified historic property. The Approving Authority may also cancel a Contract if it determines that the owner has failed to restore or rehabilitate the property in the manner specified in the Contract.

2. A Mills Act Contract shall not be canceled until after the Reviewing Authorities have given notice of, and has held, a public hearing on the matter pursuant to Division 2.03 (Public Hearings) of this Development Code.

3. If a Mills Act Contract is canceled pursuant to Paragraph G.1, above, the owner shall pay a cancellation fee equal to 12.5 percent of the current fair market value of the property, as determined by the county assessor as though the property were free of the contractual restriction.

4. As an alternative to cancellation of a Mills Act Contract for breach of any condition, the City, or any landowner may bring any action in court necessary to enforce a Contract, including, but not limited to, an action to enforce the Contract by specific performance or injunction.

5. In the event that property subject to Mills Act Contract under this Section is acquired in whole or in part by eminent domain or other acquisition by any entity authorized to exercise the power of eminent domain, and the acquisition is determined by the Approving Authority to frustrate the purpose of the Contract, the Contract shall be canceled and no fee shall be imposed as required under Paragraph G.3, above. Furthermore, the Contract shall be deemed null and void for all purposes of determining the value of the acquired property.

I. Amendment to Work Program. Upon request of the property owner(s), the Planning Director may approve amendments to a Mills Act Contract Work Program, subject to the following:

1. The items listed in the proposed Work Program are consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties, and the guidelines set forth in this Development Code;

2. The Work Program shall be completed within the 10-year period following Contract enactment, unless extended by action of the City Council; and

3. The proposed Work Program shall have an equal or greater preservation and monetary value than the previously approved Work Program.

4.02.070: Master Plans and Amendments

A. Purpose. The purpose of this Section is to establish procedures for amending, supplementing, or changing official Master Plans of the City, whenever the public necessity, convenience, general welfare, or good planning practice so requires.

B. Applicability.

1. The Approving Authority is hereby empowered to approve, approve in modified form, or deny an official Master Plan of the City, or any amendment thereto, and to impose reasonable conditions upon the Master Plan approval.

2. The Master Plans subject to the provisions of this Section include the following:

a. 5-Year Capital Improvement Program (CIP) Master Plan prepared pursuant to GC Section 66540.32(b)(2)(H);

b. Fiber Optic Master Plan;

c. Parks Master Plan;

d. Citywide Streets Master Plan;

e. Sewer Master Plan;

f. Storm Drain Master Plan;

g. Water/Recycled Water Master Plan.

3. A Master Plan of the City shall be an internally consistent, action-oriented and pragmatic, considering both the short-term and long-term future, and shall present clear and concise policy guidance.

C. Application Filing, Processing, and Hearing. The adoption of a Master Plan of the City, or any amendments thereto, carried-out pursuant to Division 2.02 (Application Filing and Processing) of this Development Code and the provisions of this Section.

D. Findings and Decision.

1. A Master Plan or amendment thereto, shall be acted upon by the Approving Authority, upon recommendation of the Advisory Authority.

2. The actions of the Approving and Advisory Authorities shall be based upon the evidence presented in the departmental written report and testimony provided during the public hearing, only after considering and clearly establishing that the proposed Master Plan, or any amendment thereto, promotes and/or is consistent with the goals and policies of The Ontario Plan, and giving supporting reasons for the finding. A Master Plan shall be denied if reasons supporting the required finding cannot be clearly established.

E. Conditions of Approval.

1. In approving a Master Plan or any amendment thereto, the Approving Authority may require certain safeguards and impose certain conditions established to ensure that the purposes of this Development Code are maintained; ensure that the project will not endanger the public health, safety or general welfare; ensure that the project will not result in any significant environmental impacts; ensure that the project will be in harmony with the area in which it is located; and ensure that the project will be in conformity with The Ontario Plan and any applicable specific and/or area plan(s).

2. All conditions of approval or requirements authorized by this Section are enforceable in the same manner, and to the same extent, as any other applicable requirement of this Development Code.

4.02.075: Sign Programs

A. Purpose. The purpose of this Section is to establish a process whereby a Sign Program may be required to provide coordinated signing within development projects, utilizing common design elements and integrating the design of signs with the building and landscape design, to form a unified architectural statement.

B. Applicability.

1. Within any commercial, mixed-use, industrial, or specialized use or overlay zoning district, a Sign Program shall be submitted for any multi-tenanted building, complex or center, which shall fully comply with Section 8.01.020.F (Sign Programs) of this Development Code.

2. The Approving Authority is hereby empowered to approve, approve in modified form, or deny, either in whole or in part, a Sign Program on the basis of the application, supporting plans and documentation, and evidence submitted by the applicant.

C. Application Filing and Processing. A Sign Program shall be filed, processed, and acted upon pursuant to Division 2.02 (Application Filing and Processing) of this Development Code, the provisions of this Section, and the requirements of Subsection 8.01.020.F (Sign Programs) of this Development Code.

D. Decision. A Sign Program shall be acted upon only after considering and clearly establishing **[i]** that the Sign Program is in conformance with the provisions of this Section and Division 8.01 (Sign Regulations) of this Development Code, and **[ii]** that any deviations from Division 8.01 (Sign Regulations) of this Development Code, as allowed by the Sign Program, are limited only to those set forth in Paragraphs 8.01.020.F.2 and F.3 of this Development Code.

4.02.080: Specific Plan Minor Adjustments/Alterations

A. Purpose. The purpose of this Section is to establish a procedure by which minor departures from the strict application of the development standards and/or design guidelines established by a Specific Plan may be approved, provided the requested departure is in the interest of furthering the goals and policies of the affected Specific Plan and The Ontario Plan.

B. Applicability.

1. Pursuant to Table 2.02-1 (Review Matrix) of this Development Code, the Approving Authority is hereby empowered to approve, approve in modified form, or deny a Specific Plan Minor Adjustments/Alterations application, and to impose reasonable conditions upon the approval of the application.

2. The following constitute minor adjustments/alterations, not requiring a Specific Plan Amendment and/or update of the affected specific plan:

a. A net change of not more than 15 percent to the number of units within an individual residential area, provided the total number of units for the entire specific plan area does not exceed that established in the affected specific plan;

b. Adjustment/alteration of a residential planning area boundary, provided the total acreage of the affected area does not increase or decrease the total acreage stated in the affected specific plan by more than 15 percent;

c. Minor adjustments/alterations to landscape materials, wall materials, wall alignment, entry design, and streetscape design, which are consistent with the conceptual design set forth in the affected specific plan's development standards and design guidelines;

d. Minor adjustments/alterations to design guidelines, which are intended to be conceptual in nature, and are clearly intended to be flexible in implementation;

e. Other adjustments/alterations of a similar nature to those listed above, which are deemed minor by the Planning Director to be in keeping with the purpose and intent of the affected specific plan and are in conformance with The Ontario Plan; and

f. Adjustments/alterations in street alignments and dimensions that are deemed appropriate by the City Engineer, which are in keeping with the purpose and intent of the specific plan and are consistent with the purpose, principles, goals, and policies, of the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan, provided the changes do not impact the sizing of master planned infrastructure.

C. Application Filing, Processing and Hearing. Unless otherwise specified in a respective Specific Plan, a Specific Plan Minor Adjustments/Alterations application shall be filed, processed, and acted upon pursuant to Division 2.02 (Application Filing and Processing) of this Development Code and the provisions of this Section. A noticed hearing pursuant to Division 2.03 (Public Hearings) of this Development Code shall not be required.

D. Findings and Decision. A Specific Plan Minor Adjustments/Alterations shall be acted upon by the Approving Authority based upon the information provided in the submitted application, evidence presented in the Planning Department's written report, and testimony provided during the public hearing, only after considering and clearly establishing all of the below-listed findings, and giving supporting reasons for each finding. The application shall be denied if one or more of the below-listed findings cannot be clearly established.

1. The proposed Specific Plan Minor Adjustment/Alteration is consistent with the goals, policies, plans and exhibits of the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan, and the specific plan;

2. The proposed Specific Plan Minor Adjustment/Alteration is reasonable and beneficial, and in the interest of good planning practice; and

3. The proposed Specific Plan Minor Adjustment/Alteration will not adversely affect the harmonious relationship with adjacent properties and land uses.

4.02.090: Subdivisions—Reversions to Acreage

A. **Purpose.** The purpose of this Section is to establish a process for the implementation of those provisions of the Subdivision Map Act (commencing with GC Section 66451.30), pertaining to the unmerger of parcels (reversions to acreage).

B. **Applicability.**

1. Pursuant to Table 2.02-1 (Review Matrix) of this Development Code, the Approving Authority is hereby empowered to approve, approve in modified form, or deny a Reversion to Acreage application and to impose reasonable conditions upon the approval of the application.

2. Proceedings for Reversion to Acreage may be initiated by the City Council or by petition of all of the property owners of record of the real property within a subdivision.

C. **Application Filing, Processing and Hearing.** A Reversion to Acreage application (petition by property owners) shall be filed, processed, and heard pursuant to Division 2.02 (Application Filing and Processing) of this Development Code and the provisions of this Section.

D. **Findings and Decision.** A Reversion to Acreage shall be acted upon by the Approving Authority based upon the information provided in the submitted application, evidence presented in the Planning Department's written report, and testimony provided during the public hearing, only after considering and clearly establishing all of the below-listed findings, and giving supporting reasons for each finding. The application shall be denied if one or more of the below-listed findings cannot be clearly established.

1. The proposed Reversion to Acreage is consistent with the goals, policies, plans and exhibits of the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan;

2. Dedications or offers of dedication to be vacated or abandoned by the reversion to acreage are unnecessary for present or prospective public purposes; and

3. Either:

a. All owners of an interest in the real property within the subdivision have consented to reversion; or

b. None of the improvements required to be made have been made within 2 years from the date the final map or parcel map was filed for record, or within the time allowed by agreement for completion of the improvements, whichever is the later; or

c. No lots shown on the final map or parcel map have been sold within 5 years from the date the map was filed for recordation.

E. Conditions of Approval.

1. In approving a Reversion to Acreage request, the Approving Authority may require certain safeguards and impose certain conditions established to ensure that the purposes of this Development Code are maintained; ensure that the project will not endanger the public health, safety or general welfare; ensure that the project will not result in any significant environmental impacts; ensure that the project will be in harmony with the area in which it is located; ensure that the project will be in conformity with The Ontario Plan and any applicable specific and/or area plan(s); and ensure compliance with GC Section 66499.17.

2. All conditions of approval or requirements authorized by this Section are enforceable in the same manner and to the same extent as any other applicable requirement of this Development Code.

F. Filing of Parcel Map.

1. A parcel map submitted for the purpose of reverting to acreage shall be accompanied by evidence of title and nonuse or lack of necessity of any streets or easements that are to be vacated or abandoned, and a parcel map in a form acceptable to the City Engineer, which delineates any streets or easements that are to remain in effect after the reversion.

2. After approval of the reversion by the Approving Authority and City Engineer, the parcel map shall be delivered to the County Recorder. The reversion shall be effective upon the recordation of the parcel map by the County Recorder.

3. The filing of the parcel map shall constitute abandonment of all streets and easements not shown on the parcel map and shall constitute a merger of the separate lots into one lot, and shall thereby be shown as a single lot on the assessment roll of the County Assessor, subject to the provisions of GC Section 66445.

4. Except as provided in GC Section 66445(f), on any parcel map used for reverting acreage, a certificate shall appear, signed and acknowledged by all parties having any record title interest in the land being reverted, consenting to the preparation and filing of the parcel map.

G. Return of Fees and Deposits, and Release of Securities. Return of fees and deposits, and release of securities shall be in accordance with GC Section 66499.19.

H. Merger and Resubdividing Without Reversion.

1. Subdivided lands may be merged and resubdivided without reverting to acreage by complying with all the applicable requirements for the subdivision of land as provided by Section 4.02.095 (Subdivisions—Tentative Tract and Parcel Maps, and Vesting Maps) of this Division, and the Subdivision Map Act (commencing with GC Section 66410).

2. The filing of the final map or parcel map shall constitute legal merging of the lots into one lot and the resubdivision of the lot, which will thereafter be shown with the new lot boundaries on the assessment roll of the County Assessor.

3. Any unused fees or deposits pertaining to the resubdivided property shall be credited pro rata towards any of the requirements for the same purposes that are applicable at the time of resubdivision.

4. Any streets or public easements to be left in effect after the resubdivision shall be adequately delineated on the map.

5. After approval of the merger and resubdivision by the Approving Authority, the map shall be delivered to the San Bernardino County Recorder. The filing of the map shall constitute legal merger and resubdivision of the affected land and shall constitute abandonment of all public streets or public easements not shown on the map.

4.02.095: Subdivisions—Tentative Tract and Parcel Maps, and Vesting Maps

A. Purpose. The purpose of this Section is to establish a process for the implementation of those provisions of the Subdivision Map Act (commencing with GC Section 66410), pertaining to the review, regulation, and control of the design of subdivisions, and to achieve the following:

1. Assist in implementing the Vision, Policy Plan (General Plan) and City Council Priorities components of The Ontario Plan;

2. Encourage orderly development of the City through the regulation and control of the design and improvement of subdivisions, with a proper consideration of its relationship to adjoining areas;

3. Ensure that the areas within a subdivision that are dedicated for public purposes will be properly improved by the subdivider so that they will not become an undue burden on the community;

4. Protect the public and individual transferees of land from fraud and exploitation;

5. Provide lots of sufficient size and appropriate design for the purposes for which they are to be used;

6. Provide streets of adequate capacity and design for the traffic that will utilize them and to ensure maximum safety for pedestrians and vehicles;

7. Provide sidewalks or pedestrian ways where needed for the safety and convenience of pedestrians;

8. Identification and preservation of the cultural resources and natural assets of the City;

9. Prevent the indiscriminate clearing of property and the destruction of desirable landscape features;

10. Ensure adequate access to each building site, and safeguard the public safety and welfare through superior subdivision design;

11. Provide adequate systems of water supply, sanitary sewage disposal, storm drainage, street lighting, and other utilities necessary to the public health, safety, and convenience;

12. Provide adequate sites for public facilities necessary to serve the residents of the new developments; and

13. Ensure that the costs of providing land for streets, alleys, pedestrian ways, easements, and other rights-of-way, and for the improvements therein needed to serve new developments, are borne by the subdivider rather than by the taxpayers of the City at large.

B. Applicability.

1. Pursuant to Table 2.02-1 (Review Matrix) of this Development Code, the Approving Authority is hereby empowered to approve, approve in modified form, or deny a Tentative Tract Map, Tentative Parcel Map, Vesting Tentative Tract Map, or Vesting Tentative Parcel Map, and to impose reasonable conditions upon the approval of the application pursuant to the provisions of the Subdivision Map Act (commencing with GC Section 66410), Planning and Zoning Law (commencing with GC Section 65000) and the California Environmental Quality Act (commencing with PRC Section 21000).

2. Each proposed parcel map, tract map or vesting parcel or tract map shall be submitted to the City in the form of a tentative map, which shall include an identifying map number issued by the office of the San Bernardino County Surveyor. All tentative maps shall be prepared by a state-licensed land surveyor or state-registered civil engineer authorized to practice land surveying.

C. Application Filing, Processing and Hearing. A Tentative Subdivision Map application shall be filed, processed and acted upon pursuant to Division 2.02 (Application Filing and Processing) of this Development Code and the provisions of this Section.

D. Findings and Decision. A Tentative Subdivision Map shall be acted upon by the Approving Authority based upon the information provided in the submitted application, evidence presented in the Planning Department's written report, and testimony provided during the public hearing, only after considering and clearly establishing all of the below-listed findings, and giving supporting reasons for each finding. The application shall be denied if one or more of the below-listed findings cannot be clearly established.

1. The proposed map is consistent with the goals, policies, plans and exhibits of the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan, and applicable area and specific plans, and planned unit developments;

2. The design or improvement of the proposed subdivision is consistent with the goals, policies, plans and exhibits of the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan, and applicable specific plans and planned unit developments;

3. The site is physically suitable for the type of development proposed;

4. The site is physically suitable for the proposed density of development;

5. The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat;

6. The design of the subdivision or type of improvements are not likely to cause serious public health problems; and

7. The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.

E. Conditions of Approval.

1. In approving a Tentative Subdivision Map, the Approving Authority may require certain safeguards and impose certain conditions established to ensure that the purposes of this Development Code are maintained; ensure that the project will not endanger the public health, safety or general welfare; ensure that the project will not result in any significant environmental impacts; ensure that the project will be in harmony with the area in which it is located; and ensure that the project will be in conformity with The Ontario Plan and any applicable specific and/or area plan(s).

2. All conditions of approval or requirements authorized by this Section are enforceable in the same manner and to the same extent as any other applicable requirement of this Development Code.

F. Tentative Map Modification/Revision.

1. Tentative maps and/or their conditions of approval may be modified/revised upon application by the subdivider or property owner if different from the subdivider. The request shall be submitted to the Planning Department on a City application form pursuant to Division 2.02 (Application Filing and Processing) of this Development Code.

2. Modifications/revisions that are minor in nature may be processed administratively, without notice or public hearing, provided the proposed changes are consistent with the intent of the original tentative map approval, do not affect off-site properties and there are no resulting inconsistencies with this Development Code. The following modifications/revisions are considered minor in nature:

a. Modifications/revisions affecting less than 20 percent of the total number of lots in the subdivision, provided there is no increase in the total number of lots within the subdivision; and

b. Any other changes that, in the opinion of the Planning Director and City Engineer, do not involve substantial changes to the map or the conditions of approval, and do not affect surrounding properties.

3. Any other amendment or modification of an approved tentative subdivision map shall be processed as a revised tentative map, following the procedures set forth in this Section for tentative subdivision map approval, except that modification/revision approval shall not alter the original expiration date of the tentative map.

G. Vesting Tentative Maps.

1. Filing and Processing of Vesting Tentative Maps. A vesting tentative map shall be filed in the same form; shall have the same content, accompanying data and reports; and shall be processed in the same manner described for tentative maps in Subsections A through F of this Section, except as stated below:

2. Development Rights.

a. The approval or conditional approval of a vesting tentative map shall confer a vested right to proceed with development in substantial compliance with the ordinances, policies and standards described in GC Section 66474.2. However, if GC Section 66474.2 is repealed, the approval or conditional approval of a vesting tentative map shall confer a vested right to proceed with development in substantial compliance with the ordinances, policies, and standards in effect at the time the vesting tentative map is approved or conditionally approved.

b. Notwithstanding Subparagraph G.2.a of this Section, a permit, approval, extension, or entitlement may be made conditional or may be denied if any of the following are determined:

(1) Failure to do so would place the residents of the subdivision or the immediate community, or both, in a condition dangerous to their health or safety, or both; and/or

(2) The condition(s) or denial is required in order to comply with state or federal laws.

c. The provisions of this Subparagraph shall not:

(1) Limit the City from imposing reasonable conditions on subsequently required approvals or permits necessary for the development and authorized by the ordinances, policies and standards described in Paragraph G.1 (Filing and Processing of Vesting Tentative Maps) of this Section; and

(2) Diminish or alter the types of conditions that may be imposed by the City on a development or the City's power to protect against a condition dangerous to the public health or safety.

3. Modifications/Revisions to Vesting Tentative Maps. At any time prior to the expiration of a vesting tentative map, the subdivider, their successor, or their assignee, may apply for a modification to the map. A public hearing shall be held by the Approving Authority on any application involving a modification to the vesting tentative map, or by the development related thereto, following procedures set forth for the modification of tentative maps contained in Subsection F (Tentative Map Modification/Revision) of this Section. Approval of a modification to a vesting tentative map, or development related thereto, shall be evaluated for compliance with the City regulations, standards, and policies in effect at the time the original vesting tentative map was deemed complete.

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Division 4.03—Ministerial (Administrative) Permits and Decisions

Sections:

4.03.000: Purpose
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4.03.020: Sign Plans
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4.03.030: Subdivisions—Final Maps and Parcel Maps
4.03.035: Subdivisions—Lot Line Adjustments
4.03.040: Subdivisions—Map Corrections and Amendments
4.03.045: Subdivisions—Parcel Map Waiver
4.03.050: Subdivisions—Lot Merger (Merger of Contiguous Parcels)
4.03.055: Administrative Exceptions
4.03.060: Fair Housing and Reasonable Accommodations

4.03.000: Purpose

The purpose of this Division is to prescribe procedures for the consideration of ministerial (administrative) permits or decisions by the Reviewing Authorities established by Table 2.02-1 (Review Matrix) of this Development Code. Ministerial permits and decisions consist of City actions and determinations that involve little or no personal judgment by a public official as to the wisdom or manner of carrying out a project. The public official merely applies the law to the facts as presented but uses no special discretion or judgment in reaching a decision. A ministerial decision involves only the use of fixed standards or objective measurements.

4.03.005: Applicability

The Reviewing Authorities established by Table 2.02-1 (Review Matrix) of this Development Code shall consider a ministerial permit or decision pursuant to the general provisions prescribed by Division 2.02 (Application Filing and Processing) of this Development Code, and the provisions of this Division that are specific to each discretionary permit or action stipulated herein.

4.03.010: Historic Preservation—Adaptive Reuse Plan

A. Purpose. The purpose of this Section is to establish a procedure by which Adaptive Reuse Plans may be approved by the City, while at the same time:

1. Provide a more efficient way for qualified historic buildings and adaptive reuse projects to meet development, building, and fire protection standards;

2. Promote adaptive reuse as part of broader goals supporting historic preservation, economic development, environmental sustainability and resilience, and recognize the social value of historic buildings;

3. Incentivize building reuse to encourage activation of Downtown Ontario where there is a large collection of commercial and industrial historic buildings that are worthy of preservation;

4. Eliminate or allow nonconformance with certain development regulations that would make adaptive reuse of qualified historic buildings infeasible, including such standards related to parking and loading, height, density, floor-area ratio, and open space; and

5. Allow alternative building and fire code compliance for qualified adaptive reuse projects able to demonstrate an alternative means or method of protecting public health, safety, and welfare.

B. Applicability.

1. Pursuant to Table 2.02-1 (Review Matrix) of this Development Code, the Approving Authority is hereby empowered to approve, approve in modified form, or deny an Adaptive Reuse Plan application, and to impose reasonable conditions upon the approval of the application.

2. Adaptive Reuse Plan approval shall allow for those land uses identified in Table 5.02-1 (Land Use Matrix) of this Development Code, which allows for a broad range of land uses of the underlying zoning district in which the site is located. However, no new uses that emits noxious odors or excessive noise shall be allowed, unless it can be demonstrated to the satisfaction of the Planning Director that the use will not cause adverse impacts to nearby residential land uses.

3. Qualifying buildings include those listed on the National Register of Historic Places, on the California Register of Historic Resources, Ontario Register of Historic Resources as designated local landmarks or contributors to designated local historic districts located within the Adaptive Reuse Plan Area.

4. Adaptive Reuse projects are construction and remodeling projects that reconfigure existing spaces within existing buildings to accommodate a new use or purpose other than what it was originally designed for. Adaptive Reuse projects require a change of use and building occupancy from office or commercial to residential, industrial to work/live, residential to office or commercial, or assembly to residential, office or commercial.

5. Application Filing and Processing. An Adaptive Reuse Plan application shall be filed, processed, and acted upon pursuant to Division 2.02 (Application Filing and Processing) of this Development Code and the provisions of this Section. Plans and reports prepared for an Adaptive Reuse Plan shall be prepared by a California licensed architect meeting the minimum qualifications standards of The Secretary of the interior Professional Qualifications (Code of Federal Regulations, 36 CFR Part 61).

C. Adaptive Reuse Plan Area. This area consists of the City's original downtown, and extends north to include the historic districts adjacent to Euclid Avenue, the boundary of which is as follows:

> *Beginning at the intersection of the centerlines of State Street and San Antonio Avenue, thence north to the northernmost city boundary, thence east to the centerline of Sultana Avenue, thence south to the centerline of I Street, thence east to the centerline of Campus Avenue, thence south to the centerline of State Street, thence west to the point of beginning.*

D. **Alternative Building and Fire Code Regulations.** The alternative building and fire codes regulations adopted in this Section are applicable to qualified buildings and adaptive reuse projects.

1. *Alternative Codes.* Use of the California Historic Building Code, International Existing Building Code, California Health and Safety Code and the Ontario Adaptive Reuse Plan Technical Manual shall provide a process and the ability for the Building Official and Fire Marshal to consider alternative building standards while ensuring adequate health and safety protections.

2. In permitting repairs, alterations, and additions necessary to accommodate adaptive reuse projects, the alternative code regulations shall impose requirements that will, in the determination of the Building Official and the Fire Marshal, protect the public health, safety, and welfare.

3. Nothing in this Section shall be construed to allow the reduction of existing seismic or fire and life-safety elements of an eligible building where such elements provide a greater level of protection than the minimum requirements established by this Section.

4. Subject to the approval of the Building Official and Fire Marshal, the use or occupancy type of a qualified building shall be allowed to be changed as part of an adaptive reuse project without conforming to all requirements of Title 8, Building Regulations, and Title 4, Chapter 4, Fire Code of the City of Ontario Municipal Code provided the new or proposed occupancy is equally or less hazardous, based on life and fire risk, than the existing use.

5. Whenever there are practical difficulties involved in carrying out the provisions of Title 8, Building Regulations, and Title 4, Chapter 4, Fire Code of the City of Ontario Municipal Code, the Building Official and Fire Marshal shall have the authority to grant modifications for individual cases, provided the Approving Authority shall first find that special individual reasons make the strict letter of the local codes impractical and the modification is in compliance with the intent and purpose of the local codes and that such modification does not lessen health, life and safety requirements.

F. **Incentives.** The Planning Director may grant the following departures from certain development standards and requirements to incentivize qualified Adaptive Reuse Plans:

1. *Development Plan Waived.* Approved Adaptive Reuse Plans, which may allow for new additions up to 25 percent of the existing building floor area and is not visible from the public right-of-way, shall be exempt for the requirements for Development Plan review set forth in Section 4.02.025.

2. *Mezzanines*. Loft spaces in joint living and work quarters, dwelling units and guest rooms which do not exceed more than 33 percent of the floor area of the space below shall not be considered new floor area. Mezzanines may be included in the calculation of floor area for the purpose of determining compliance with the standards set forth in Paragraph (E) of this subdivision.

3. *Parking Reduction.* New parking spaces shall not be required for any converted use within the existing footprint of the building, but expansions to floor area shall require one parking space per bedroom or one parking space per 250 square feet of gross floor area for office or commercial.

4. *Setbacks*. Existing building setbacks may remain and shall be considered legally nonconforming, but no further encroachments shall be permitted into any nonconforming setback.

5. *Increases in Maximum Building Height*. The height of the structure, if it exceeds the maximum height of the zoning district, may remain and shall be considered legally nonconforming. Any rooftop construction needed for drainage, ventilation, utilities, or passive recreation shall be included within the height exemption. This height exemption does not include new residential or commercial floor area.

6. *Open Space*. Private open space for residential adaptive reuse projects may be waived when it is determined by the Approving Authority that the requirement would result in exterior alterations to the existing building that would result in an adverse impact to a historic resource. A minimum of 100 square feet of common open space per residential unit or 25 percent of the building square footage, whichever is less, shall be required and may be provided on the rooftop of the building or within the building and include various type of indoor amenities such as fitness center, workstations, playrooms, etc.

7. *Loading Zone*. A new loading zone shall not be required if the existing building does not have an existing loading zone.

G. Standards. Adaptive Reuse Projects permitted pursuant to this subdivision shall be developed in compliance with the following standards:

1. *Minimum Dwelling Units*. Adaptive reuse projects that propose residential shall develop no less than 3 units. The minimum floor area for new dwelling units and joint living and work quarters shall be 450 square feet. Floor area shall not include hallways or other common areas, or rooftops, balconies, terraces, fire escapes, or other projections or surfaces exterior to the walls of the building. The floor area of both the living space and the workspace shall be combined to determine the size of joint living and work quarters. The average floor area, as defined above, of all the dwelling units and joint living and work quarters in the building, including those that existed prior to the effective date of this ordinance, shall be at least 750 square feet. That minimum average size shall be maintained and not reduced.

2. *Storefront*. Ground floor of an existing multiple level commercial building shall contain street frontage and shall be used as a commercial storefront. Residential on ground may occur at the rear of the building behind the storefront.

3. *Exterior or Interior (Public Space) Alterations*. A Certificate of Appropriateness pursuant to Section 4.02.050: Historic Preservation—Certificates of Appropriateness and Demolition of Historic Resources is required for any alteration, addition, restoration, rehabilitation, remodeling, relocation, repainting, and/or resurfacing of an historic resource.

4. *Other Provisions*. Floor Area Ratio (FAR), Landscaping, Lot Coverage, and any other development standard of the underlying zone may be waived by the Approving Authority.

H. Conditions of Approval.

1. In approving an Adaptive Reuse Plan, the Planning Director may impose certain safeguards and standards to ensure that the purposes of this Development Code are maintained; ensure that the permit will not endanger the public health, safety or general welfare; ensure that the permit will not result in any significant environmental impacts; ensure that the permit will be in

harmony with the area in which it is located; and ensure that the permit will be in conformity with The Ontario Plan and any applicable specific and/or area plan(s).

2. The standards and requirements authorized by this Section are enforceable in the same manner and to the same extent as any other applicable requirement of this Development Code.

I. Findings and Decision. An Adaptive Reuse Plan, or any amendment thereto, shall be acted upon by the Approving Authority based upon the information provided in the submitted application, evidence presented in the Planning Department's written report, only after considering and clearly establishing all of the below-listed findings, and giving supporting reasons for each finding. The application shall be denied if one or more of the below-listed findings cannot be clearly established.

1. That the use(s) of the property will not be detrimental to the public health, safety and general welfare surrounding the project location;

2. That the Adaptive Reuse Project complies with the standards set forth in Section 4.03.010 (F) of this Development Code; and

3. A Certificate of Appropriateness has been approved or Waived for the Adaptive Reuse Plan.

4.03.015: Administrative Use Permits

A. Purpose. The purpose of this Section is to establish a procedure by which Administrative Use Permits may be issued by the City, while at the same time:

1. Eliminating any possibility for the exercise of unfettered discretion during the application review process through the establishment of reasonable and uniform regulations that will reduce possible adverse effects that uses subject to this Section may have upon the residents of the City; and

2. Establishing a process whereby the unique operating characteristics of the uses subject to this Section may be properly conditioned through an individual review, in order to ensure compatibility with surrounding uses of property, and preserve the integrity of the residential, commercial, mixed-use, and industrial areas of the City.

B. Applicability.

1. Pursuant to Table 2.02-1 (Review Matrix) of this Development Code, the Approving Authority is hereby empowered to approve, approve in modified form, or deny an Administrative Use Permit application, and to impose reasonable conditions upon the approval of the application.

2. Administrative Use Permit approval shall be required for those land uses so identified in Table 5.02-1 (Land Use Matrix) of this Development Code, excepting the following temporary and interim land uses:

a. Car Washes for Fundraising Purposes. Car washes shall be conducted by a qualifying sponsoring organization within a nonresidential zoning or land use district. Sponsorship

shall be limited to educational, fraternal, religious, or service organizations directly engaged in civic or charitable efforts, or to tax-exempt organizations in compliance with Federal Internal Revenue Code Section 501(c). Exempt temporary car washes for fundraising purposes shall be limited to one event per month at each location the activity is conducted and shall be limited to a maximum of 2 days duration.

b. Emergency Public Health and Safety Activities and Facilities. Temporary activities and facilities associated with emergency public health and safety needs of the City, State, and federal governments.

c. Film/Video Making. Temporary filming, photography, and videography, and production activities associated with a Film Permit issued by the City.

C. Application Filing and Processing. An Administrative Use Permit application shall be filed, processed, and acted upon pursuant to Division 2.02 (Application Filing and Processing) of this Development Code and the provisions of this Section.

D. Decision.

1. An Administrative Use Permit shall be acted upon by the Approving Authority, based upon the information provided in the submitted application, evidence presented with any supplemental information or written report, and testimony provided during any hearing (if required), only after considering and clearly establishing that the use for which an Administrative Use Permit is requested complies with all applicable Development Code provisions specific to the requested use.

2. An Administrative Use Permit shall be issued if the Approving Authority determines that the proposed use complies with all applicable Development Code provisions,

3. An Administrative Use Permit shall be denied if the proposed use does not comply with one or more Development Code provisions.

E. Conditions of Approval.

1. In approving an Administrative Use Permit, the Approving Authority may impose certain safeguards and standards to ensure that the purposes of this Development Code are maintained; ensure that the permit will not endanger the public health, safety or general welfare; ensure that the permit will not result in any significant environmental impacts; ensure that the permit will be in harmony with the area in which it is located; and ensure that the permit will be in conformity with The Ontario Plan and any applicable specific and/or area plan(s).

2. The standards and requirements authorized by this Section are enforceable in the same manner and to the same extent as any other applicable requirement of this Development Code.

3. A copy of the approved Administrative Use Permit shall be maintained on site for the duration of the use, activity, or facility authorized, and shall be made available for inspection upon demand by a City representative.

F. Unlawful Business Practices May Be Enjoined; All Remedies Are Cumulative. Any business activity requiring Administrative Use Permit approval pursuant to Table 5.02-1 (Land Use Matrix) of this Development Code, and which is operated, conducted, or maintained contrary to the

provisions of this Development Code, shall constitute an unlawful business practice pursuant to Business & Professions Code Section 17200, et seq., and the City may file a complaint with the District Attorney and request the District Attorney bring action seeking an injunction prohibiting the unlawful business practice or any other remedy available at law, including but not limited to fines, attorney's fees, and costs. All remedies provided for in this Section are cumulative.

G. Administrative Fines.

1. Violations. Upon a finding by the Police Chief or Community Improvement Director that a land use or business for which an Administrative Use Permit has been issued has violated any provision of this Development Code or of the City or Ontario Municipal Code, the Police Chief or Community Improvement Director may issue an administrative fine of up to $500.

2. Separate Violations. Each violation of this Development Code or of the Ontario Municipal Code constitutes a separate violation. Each day a violation of this Development Code or the Ontario Municipal Code occurs also constitutes a separate violation.

3. Administrative Fine Procedures. A Notice of Administrative Fine shall be served by hand delivery or certified mail and shall state the legal violation and all supporting facts. Furthermore, the Notice shall also contain an advisement of the right to request an appeal hearing before the Zoning Administrator to contest the suspension or revocation.

4. Appeal of Administrative Fines.

a. An appeal request shall be filed with the Planning Department on a City application form, within 10 days following the date appearing on the Notice of Administrative Fine. The appeal request shall include a statement identifying the pertinent facts disputing the violation.

b. An appeal hearing shall be scheduled within 30 days following the Planning Department's receipt of the appeal request unless an extension is mutually agreed upon by the appellant and the Zoning Administrator.

c. The appeal shall be heard by the Zoning Administrator. The decision of the Zoning Administrator shall be provided by certified mail. The decision constitutes a final administrative order, with no additional administrative right of appeal.

5. Failure to Pay Administrative Fines.

a. If an administrative fine is not paid within 30 days after the date appearing on the Notice of Administrative Fine or, if the Notice is appealed, within 30 days after the date of the Zoning Administrator's decision, whichever occurs later, the fine may be referred to a collection agency.

b. Any outstanding fine must be paid prior to the issuance or renewal of any license or permit issued by the City.

H. Suspension and Revocation of Administrative Use Permits.

1. Reasons. The Police Chief and the Community Improvement Director each has the authority to suspend or revoke an Administrative Use Permit, based on one or more of the following reasons:

a. The Administrative Use Permit approval was obtained by fraud;

b. The Administrative Use Permit is being, or has recently been exercised contrary to the terms or conditions of the application approval;

c. The Administrative Use Permit is being or has been exercised in violation of a federal, state, or City statute, ordinance, law, or regulation; and/or

d. The Administrative Use Permit was exercised in a way that is detrimental to the public peace, health, safety, or welfare, or otherwise constitutes a nuisance.

2. Suspension and Revocation Procedures. A Notice of Suspension or Revocation shall be served on the owner of the property and upon any tenant or operator in possession of the property, if different from the owner, by hand delivery or certified mail, along with the legal violation and supporting facts. The Notice shall also contain an advisement of the right to request an appeal hearing before the Zoning Administrator to contest the suspension or revocation.

3. Time Period of Suspension of Permit. When any of the conditions listed in H.1.a through d above exists, the Police Chief and the Community Improvement Director are each authorized to suspend an Administrative Use Permit for a period of no less than 5 days, and no more than 90 days, at their discretion.

4. Effective Date of Suspension or Revocation. A Notice of Suspension or Revocation issued under Paragraph H.2 of this Section is effective 10 days following the date appearing on the Notice, in the absence of an appeal filed in accordance with Paragraph H.5 of this Section.

5. Appeal of Suspension or Revocation of Permit.

a. The decision of the Police Chief or Community Improvement Director to suspend or revoke an Administrative Use Permit may be appealed by the permittee.

b. The appeal request shall be filed with the Planning Department on a City application form and shall include a statement identifying pertinent facts disputing the reasons stated in the Notice of Suspension or Revocation.

c. An appeal request must be received by the Planning Department on or before the effective date of the suspension or revocation under Paragraph H.4 of this Section.

d. The timely filing of an appeal request stays a suspension or revocation pending a decision on the appeal by the Zoning Administrator.

e. An appeal hearing shall be scheduled within 30 days following the Planning Department's receipt of the appeal request, unless an extension is mutually agreed upon by the appellant and the Zoning Administrator.

f. Within 20 days following the appeal hearing, the Zoning Administrator shall issue a final administrative order to the appellant, by certified mail. There shall be no further administrative right of appeal.

6. Evidence. The following rules shall apply to any hearing required by this Section. All parties involved shall have the right to offer testimonial, documentary, and tangible evidence

bearing on the issues, to be represented by counsel, and to confront and cross-examine witnesses. Any relevant evidence may be admitted if it is the sort of evidence upon which reasonable persons are accustomed to relying in the conduct of serious affairs. Formal rules of discovery do not apply to proceedings governed by this Section. Unless otherwise specifically prohibited by law, the burden of proof is on the appellant in any hearing or other matter under this Section.

7. Limitations on Application Refiling. A holder of an Administrative Use Permit who has had the Permit revoked under this Section may not apply for the same or substantially similar Administrative Use Permit for 12 months after the date of the Final Administrative Order revoking the Permit.

I. Public Nuisance. It shall be unlawful and a public nuisance for a land use or business activity for which an Administrative Use Permit has been issued to be operated, conducted, or maintained contrary to the provisions of this Development Code or of any conditions of approval imposed on an Administrative Use Permit by the Approving Authority. The City may exercise its discretion, in addition to or in lieu of prosecuting a criminal action, to commence proceedings for the abatement, removal, or enjoinment of that land use or business activity in any manner provided by law.

4.03.020: Sign Plans

A. Purpose. The purpose of this Section is to establish a process by which Sign Plans may be required to ensure compliance with the standards and guidelines contained within this Development Code pertaining to the number, placement, height, size, illumination, and design of signs, and to ensure compliance with any previously approved entitlements.

B. Applicability.

1. Pursuant to Table 2.02-1 (Review Matrix) of this Development Code, the Approving Authority is hereby empowered to approve, approve in modified form, or deny a Sign Plan application, and to impose reasonable conditions upon the approval of the application.

2. An approved Sign Plan shall be required prior to placing, erecting, modifying, moving, or reconstructing any sign in the City, unless expressly exempted by this Development Code. Signs requiring a permit shall comply with: **[i]** the provisions of this Development Code, **[ii]** all other applicable laws and ordinances, and **[iii]** with any associated approved entitlements.

C. Application Filing and Processing. A Sign Plan application shall be filed, processed and acted upon pursuant to Division 2.02 (Application Filing and Processing) of this Development Code and the provisions of this Section.

D. Decision. A Sign Plan shall be acted upon by the Approving Authority based upon the information contained in the application, supporting plans and documentation, and evidence submitted by the applicant, only after considering and clearly establishing that the Sign Plan is in conformance with the provisions of Division 8.1 (Sign Regulations) of this Development Code, and any associated entitlements that have been previously approved by the City.

4.03.025: Subdivisions—Certificates of Compliance

A. Purpose. The purpose of this Section is to establish a means by which a Certificate of Compliance or Conditional Certificate of Compliance may be issued by the City pursuant to GC Section 66499.35, and legal status may be conferred to parcels of real property that were not established by other legal means.

B. Applicability.

1. Pursuant to Table 2.02-1 (Review Matrix) of this Development Code, the City Engineer is hereby empowered to approve, approve in modified form, or deny a Certificate of Compliance, and to impose reasonable conditions upon the approval of the application.

2. The provisions of this Section shall apply to real property for which there is no final map, parcel map, official map, or approved certificate of exception, which establish the status for legal creation of parcels of real property.

C. Application Filing and Processing. A Certificate of Compliance shall be filed, processed and acted upon pursuant to Division 2.02 (Application Filing and Processing) of this Development Code and the provisions of this Section.

D. Decision.

1. Certificate of Compliance.

a. Upon receipt of a Certificate of Compliance application, the City Engineer shall determine whether the affected real property complies with the applicable provisions of the Subdivision Map Act and this Development Code. A certificate of compliance shall be issued for any real property that has been approved for development of the property.

b. If the City Engineer determines that the real property that is the subject of a Certificate of Compliance application complies with the applicable provisions of the Subdivision Map Act and this Development Code, it shall cause a Certificate of Compliance to be filed for recordation with the County Recorder.

2. Conditional Certificate of Compliance.

a. If the City Engineer determines that the real property that is the subject of a Certificate of Compliance application does not comply with the provisions of the Subdivision Map Act and this Development Code, it shall issue a Conditional Certificate of Compliance. As a condition to granting a Conditional Certificate of Compliance, the City Engineer may impose any conditions that would have been applicable to a division of land on the date the applicant acquired the property, except that if the current property owner was the owner of record at the time of the initial land division and currently owns one or more of the parcels involved in the land division, the Conditional Certificate of Compliance may impose conditions that would be applicable to a current division of land.

b. Upon making a determination and establishing conditions, the City shall cause a Conditional Certificate of Compliance to be filed for recordation with the County Recorder. The certificate shall serve as notice to the property owner or vendee who has applied for the Certificate pursuant to this Section, a grantee of the property owner, or any subsequent transferee or assignee of the property, that the fulfillment and implementation of these conditions

shall be required prior to subsequent issuance of a permit or other grant of approval for development of the property.

c. Compliance with imposed conditions shall not be required until the time that a permit or other grant of approval for development of the property is issued by the City.

E. Right to Develop. The issuance of a Certificate of Compliance or Conditional Certificate of Compliance does not imply or grant a right to develop the affected property.

4.03.030 Subdivisions—Final Maps and Parcel Maps

A. Purpose. The purpose of this Section is to establish a process for the implementation of those provisions of the Subdivision Map Act (commencing with GC Section 66410) pertaining to the review, approval and recordation of a final map or parcel map.

B. Applicability.

1. Pursuant to Table 2.02-1 (Review Matrix) of this Development Code, the City Council is hereby empowered to approve or deny a final map or parcel map.

2. The subdivider may cause a final map or parcel map to be prepared in substantial accord with the tentative tract map or parcel map as approved, and pursuant to the provisions of this Development Code and applicable standards imposed by the County of San Bernardino for maps filed with the County Recorder.

3. The final map or parcel map, and any accompanying data or additional information, shall be prepared by or under the direction of a registered civil engineer that possesses a State of California license registration number below C33966 and is competent to practice land surveying, or a licensed land surveyor authorized to practice in the State of California.

C. Final Map Preparation. Following approval or conditional approval of a tentative map, and prior to the expiration of the map, the subdivider may cause the property, or any part thereof, to be surveyed and a final map to be prepared, which is consistent with the tentative map, as approved, and the provisions of this Development Code and the Subdivision Map Act (commencing with GC Section 66410). A final map shall be filed with the County Recorder only after a determination by the City Engineer and Planning Director that the conditions of the tentative map have been met. The City Engineer and Planning Director determinations may be appealed to the City Council pursuant to Division 2.04 (Appeals) of this Development Code.

D. Multiple Final Maps. Multiple final maps relating to a single approved or conditionally approved tentative map may be filed pursuant to GC Section 66456.1. The subdivision improvement agreement to be executed by the subdivider shall include provisions for the construction of such improvements as may be required by the City Engineer to constitute a logical and orderly development of the whole subdivision by phases. Each phase shall be so designed and improved as to be functionally self-sufficient.

E. Final Map/Parcel Map Filing, Processing, and Action. A final map or parcel map shall be filed, processed and acted upon as follows:

1. Final Map/Parcel Map Filing.

a. Where a final map or parcel map, or a vesting final map or parcel map is required, the subdivider shall, prior to submitting the map for final review, complete all offers of dedication, secure the required approvals with respect to public and private easements and complete plans and specifications for public improvements, including drainage facilities and sewer facilities, and all applicable provisions of Section 6.08.025 (Improvements) of this Development Code. All certificates shall be executed, excepting those to be executed by the City Engineer, City Clerk and County Recorder.

b. The subdivider shall submit to the City Engineer for approval, the original mylar and as many prints as may be required, along with any required statements and documents. The City Engineer, after ensuring that all conditions and approvals have been met or secured, shall process the map for adoption by the City Council and recordation with the County Recorder.

2. Final Map/Parcel Map Processing.

a. The City Engineer shall, within 30 working days of receipt of the final map or parcel, and accompanying documents, fees and materials, cause the final map or parcel map to be examined, and if found to be in substantial conformity with the approved tentative map and all amendments, conditions, modifications, and provisions made or required by the City Council, and if found to be complete, technically correct, in conformity with the improvement plans and specifications, and in compliance with the requirements of this Development Code, other applicable codes, specific plans, and the Policy Plan (General Plan) component of The Ontario Plan, shall execute the City Engineer's certificate on the map, and shall file the final map or parcel map, and accompanying materials with the City Council.

b. Should the final map or parcel map, or other accompanying documents, fees or materials be found to be incomplete or incorrect in any respect, the subdivider shall be advised of the changes or additions that must be made. The City Engineer shall then cause the corrected final map or parcel map to be reexamined. If the map is found to be correct and in compliance with this Development Code and all other applicable codes, specific plans, and the Policy Plan (General Plan) component of The Ontario Plan, the City Engineer shall execute the City Engineer's certificate on the map, and shall file the final map or parcel map and accompanying materials with the City Council. The date of filing, as set forth in GC Section 66458, shall be the meeting date in which the final map or parcel map is received by the City Council.

3. Final Map/Parcel Map Action.

a. The City Council, at the meeting it receives the final map or parcel map, or at its next regular meeting or within a period of not more than 10 days following the meeting at which the City Council receives the final map and any accompanying materials, shall approve the map if it is found to be consistent with the approved tentative tract or parcel map, and is in compliance with this Development Code and all other applicable codes, specific plans, and the Policy Plan (General Plan) component of The Ontario Plan, and shall instruct the City Clerk to execute the approval certificate. If the final map or parcel does not conform, the City Council shall deny the final map.

b. At the time of approval of the final map or parcel map, the City Council shall accept, subject to improvement, or reject any offers of dedication.

c. The time limit for approval of the final map or parcel map may be extended by mutual consent of the subdivider and the City.

d. If the City Council does not approve or deny the final map or parcel map within the prescribed time, or any authorized extension, and the final map or parcel map conforms to all requirements and rulings, it shall be deemed approved, and the City Clerk shall certify its approval.

e. The City Clerk shall provide notice of any pending approval or denial of a final map or parcel map by the City Council. The notice shall be attached and posted with the City Council's regular agenda and shall be mailed to interested parties who request notification.

4.03.035: Subdivisions—Lot Line Adjustments

A. **Purpose.** The purpose of this Section is to establish procedures for adjusting the property lines between existing lots by means of a Lot Line Adjustment authorized by GC Section 66412(d).

B. **Applicability.**

1. Pursuant to Table 2.02-1 (Review Matrix) of this Development Code, the City Engineer is hereby empowered to approve, approve in modified form, or deny a Lot Line Adjustment, and to impose reasonable conditions upon its issuance.

2. A Lot Line Adjustment may be utilized to reconfigure up to 4 adjoining legally recognized lots, where the land taken from one parcel is added to an adjoining parcel, and where a greater number of parcels than originally existed is not thereby created.

C. **Application Filing and Processing.** A Lot Line Adjustment shall be filed, processed and acted upon pursuant to Division 2.02 (Application Filing and Processing) of this Development Code and the provisions of this Section.

D. **Decision.**

1. The City Engineer may approve or deny a Lot Line Adjustment on the basis of the application, supporting plans, and documentation submitted by the applicant. The City Engineer shall limit its review to a determination of whether or not the lots resulting from the Lot Line Adjustment will conform to the Policy Plan (General Plan) component of The Ontario Plan; any applicable specific plan, area plan or planned unit development; and this Development Code.

2. Upon approval of a Lot Line Adjustment, the applicant shall provide the City with a conforming grant deed for each affected lot, which reflects the approved Lot Line Adjustment. The City shall then cause the grant deed(s) to be filed for record with the County Recorder. No record of survey shall be required for a Lot Line Adjustment unless required by BPC Section 8762.

E. **Conditions of Approval.**

1. The City Engineer shall not impose conditions or exactions on its approval of a Lot Line Adjustment, except as follows:

a. Require conformance to the Policy Plan (General Plan) component of The Ontario Plan, and any applicable specific plan, planned unit development, or area plan;

b. Require conformance with all applicable provisions of this Development Code and any applicable building ordinances;

c. Require the prepayment of real property taxes prior to the approval of the Lot Line Adjustment; and

d. Facilitate the relocation of existing utilities, infrastructure, or easements.

2. No tentative tract map, final map or parcel map shall be required as a condition to the approval of a Lot Line Adjustment.

4.03.040: Subdivisions—Map Corrections and Amendments

A. **Purpose.** The purpose of this Section is to establish a process by which a final map or parcel map that has been filed for recordation with the County Recorder may be amended by either a Certificate of Correction or an amending map.

B. **Applicability.**

1. Pursuant to Table 2.02-1 (Review Matrix) of this Development Code, the City Engineer is hereby empowered to approve, approve in modified form, or deny an application to correct or amend a final map or parcel map that has been filed for recordation with the County Recorder.

2. After a final map or parcel map is filed for recordation in the office of the County Recorder, it may be amended by a Certificate of Correction for any of the following purposes:

a. Correct an error in any course or distance shown on the map;

b. Show any course or distance that was omitted from the map;

c. Correct an error in the description of the real property shown on the map;

d. Indicate monuments set after the death, disability, and retirement from practice or replacement of the engineer or surveyor charged with responsibilities for setting monuments;

e. Show the proper location or character of any monument that has been changed in location or character, or originally was shown at the wrong location or incorrectly as to its character; or

f. Correct any other type of map error or omission that does not affect any property right, including, but are not limited to, lot numbers, acreage, street names, and identification of adjacent record maps.

C. **Application Filing and Processing.** An amending map or Certificate of Correction shall be filed, processed, and acted upon pursuant to Division 2.02 (Application Filing and Processing) of this Development Code and the provisions of this Section.

D. Findings and Decision. The City Engineer may approve an amending map or Certificate of Correction only after finding that the changes made are limited to those set forth in Paragraphs B.2.a through f, above, and shall certify to this fact on the amending map or Certificate of Correction.

E. Form and Content of Amendment.

1. The Certificate of Correction shall be prepared and signed by a registered civil engineer that possesses a State of California license registration number below C33966 and is competent to practice land surveying, or a licensed land surveyor authorized to practice in the State of California.

2. The form and content of the amending map shall conform to the requirements of this Development Code for tentative tract maps, final maps or parcel maps.

3. The Certificate of Correction shall set forth in detail the corrections made and show the names of the present fee owners of the property affected by the correction.

4.03.045: Subdivisions—Parcel Map Waiver

A. Purpose. The purpose of this Section is to establish a procedure for waiving the requirement for a final parcel map pursuant to GC Section 66428(b), which requires that a local agency provide a procedure for such.

B. Applicability. Pursuant to Table 2.02-1 (Review Matrix) of this Development Code, the City Engineer is hereby empowered to waive the requirement for a final parcel map for the below-listed reasons, following the approval of a tentative map pursuant to this Development Code:

1. The parcel map is for a division of real property or interests therein created by probate, eminent domain procedures, partition, or other civil judgments or decrees; or

2. The Parcel Map is for a division of property resulting from the conveyance of land, or interest therein, to a public agency for a public purpose (e.g., drainage or sewers, public building sites, rights-of-way for streets, school sites, and utilities).

C. Application Filing and Processing. A request for waiver from the requirement for a final parcel map shall be filed and processed in conjunction with the tentative map. The City Engineer may act upon the parcel map waiver following approval of the tentative map and compliance with the conditions of approval imposed upon tentative map approval (if any).

D. Findings and Decision.

1. The City Engineer shall approve a waiver from the requirement for a final parcel map only after the City Engineer for the corresponding tentative map required pursuant to this Section finds that the proposed division of land:

a. Is consistent with the approved tentative parcel map, and is in compliance with this Development Code, the Subdivision Map Act, and all other applicable codes, specific plans, and is consistent with the goals, policies, plans and exhibits of the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan; and

b. Complies with the requirements established by this Development Code and the Subdivision Map Act as to area, improvement and design, floodwater drainage control, appropriate improved public roads, sanitary disposal facilities, water supply availability, and environmental protection.

2. If the proposed division of land does not conform to Subparagraphs 1.a and b above, the City Engineer shall not approve the Parcel Map Waiver.

E. Certificate of Compliance Required.

1. Following approval of a Parcel Map Waiver by the City Engineer, a Certificate of Compliance for the land to be divided shall be filed with the County Recorder.

2. Requirements for the construction of improvements shall be noted on the Certificate of Compliance by certificate pursuant to GC Section 66411.1.

F. Payment of Processing Fees. All necessary fees as established by City ordinance or by resolution of the City Council shall be paid by the applicant for processing and filing for record, any documents pertaining to the Parcel Map Waiver process.

4.03.050: Subdivisions—Lot Merger (Merger of Contiguous Parcels)

A. Purpose. The purpose of this Section is to establish a process for the implementation of those provisions of the Subdivision Map Act (commencing with GC Section 66451.10), pertaining to the merger of contiguous lots under common ownership (Lot Merger).

B. Applicability.

1. Pursuant to Table 2.02-1 (Review Matrix) of this Development Code, the City Engineer is hereby empowered to approve, approve in modified form, or deny a Lot Merger application, and to impose reasonable conditions upon the approval of the application.

2. The City may initiate a Lot Merger if any one of the contiguous lots or units held by the same owner does not conform to standards for minimum lot size applicable to the lots or units of land, and if all of the following requirements are satisfied:

a. At least one of the affected lots is not developed with a structure for which a building permit was issued or for which a building permit was not required at the time of construction, or is only developed with one or more accessory structures, or is developed with a single primary structure that is partially sited on a contiguous lot or unit.

b. With respect to any affected lot, one or more of the following conditions exists:

(1) Comprises less than 5,000 SF in area at the time of the determination of merger;

(2) Was not created in compliance with applicable laws and ordinances in effect at the time of its creation;

(3) Does not meet current standards for sewage disposal and domestic water supply;

(4) Does not meet slope stability standards;

(5) Has no legal access that is adequate for vehicular and safety equipment access and maneuverability;

(6) Its development would create health or safety hazards; or

(7) Is inconsistent with The Ontario Plan and any applicable area plan, specific plan, or planned unit development (other than minimum lot size or density standards).

c. The affected lots, when merged, will not:

(1) Be inconsistent or create a conflict with The Ontario Plan, any applicable Area Plan or Specific Plan, or the provisions of this Development Code;

(2) Result in a conflict with the location of any existing structures;

(3) Deprive or restrict access to another lot; or

(4) Result in the creation of new lot lines.

3. The City may require the owner of any contiguous lots to initiate the merger of contiguous lots as a condition of any Development Plan or Conditional Use Permit approval.

C. Application Filing, Processing and Hearing. A Lot Merger application shall be filed and processed pursuant to Division 2.02 (Application Filing and Processing) of this Development Code and the provisions of this Section.

D. Notification of Intention to Merge Lots.

1. Prior to merging any contiguous lots, the City Engineer shall mail a Notice of Intention to Merge ("NIM"), which notifies affected property owner(s) that the affected lots may be merged pursuant to the provisions of this Section. The NIM shall be sent by certified mail to the property owner(s) of record at the address(es) shown on the latest available assessment roll of the County of San Bernardino. The NIM shall include a statement that the property owner(s) may appeal the decision of the City Engineer to the Planning Commission to present evidence that the proposed Lot Merger does not meet the criteria for a merger. For the purpose of this Section, a property owner is any person holding any portion of title to any affected property.

2. The NIM shall be recorded with the San Bernardino County Recorder on the date that the notice is mailed to all property owners of record.

E. Request for Hearing. Within 30 days following the recordation of the NIM, the owner of the affected property may file a request with the City Engineer, for a hearing regarding the proposed Lot Merger.

F. Procedure for Hearing.

1. Upon receiving a request for a hearing, the City Engineer shall set a time, date, and location for a hearing to be conducted by the Appeal Authority, and shall notify the property owner of the time, date, and location of the hearing by certified mail. The hearing shall be conducted not more than 60 days following the City's receipt of the property owner's request for hearing but may be postponed by mutual consent of the City and the property owner.

2. During the hearing, the property owner shall be given the opportunity to present any evidence that the affected property does not meet the standards for Lot Merger specified by this Section.

3. At the conclusion of the hearing, the Appeal Authority shall make a determination as to whether the affected lots should be merged and shall so notify the property owner of its determination.

4. The Appeal Authority may approve or deny a Lot Merger on the basis of the application and the presented evidence, after considering and clearly establishing the following findings, and giving specific reasons in support of each finding:

a. The merged lots comply with the appropriate provisions of the Subdivision Map Act and all applicable City requirements for the merging of contiguous lots; and

b. The merged lots do not adversely affect the purpose and intent of The Ontario Plan, or the public health, safety, and welfare.

5. If the Appeal Authority determines that the affected lots shall be merged, the City Engineer shall cause the NIM, specifying the names of the recorded owner(s) and describing the affected real property, to be recorded with the San Bernardino County Recorder within 30 days following conclusion of the appeal hearing.

6. If the Appeal Authority determines that the affected lots shall not be merged, the City Engineer shall cause a Release of NIM to be recorded with the San Bernardino County Recorder, and a letter of notification shall be sent by certified mail to the property owner(s) of record.

G. Determination When No Hearing Is Requested. If within the 30 days following the recordation of the NIM specified in Subsection D (Request for Hearing) of this Section, the property owner does not file a request for a hearing, at any time thereafter, the City Engineer may make a determination whether or not the affected lots are to be merged. A NIM shall be recorded as provided for in Paragraph F.5 of this Section, no later than 90 days following the mailing of the NIM.

4.03.055: Administrative Exceptions

A. Purpose. The Administrative Exception is hereby established for the purpose of granting minor departures from the strict application of certain numerical development standards established by this Development Code, when the departure would result in superior site, landscape, or architectural design features that could not otherwise be incorporated into a development project under the strict application of the development standards contained in this Development Code.

B. Applicability.

a. Pursuant to Table 2.02-1 (Review Matrix) of this Development Code, the Approving Authority is hereby empowered to approve, approve in modified form, or deny an Administrative Exception application, and to impose reasonable conditions upon the approval of the application.

b. Administrative Exceptions may be approved for reductions of up to 10 percent from **[i]** minimum setback and separation requirements, excepting nonresidential setback requirements from property lines that are common with any residentially zoned property; and, **[ii]** off-street parking required for nonresidential land uses pursuant to Table 6.03-1 (Off-Street Parking Requirements). An Administrative Exception shall not be approved for reductions from minimum lot size, lot dimensions, landscape coverage, or for an increase in maximum density, floor area ratio, or the height of a structure.

C. Application Filing, Processing and Hearing.

1. An Administrative Exception shall be filed and processed pursuant to Division 2.02 (Application Filing and Processing) of this Development Code and the provisions of this Section.

2. A hearing shall not be required; however, the owners of all properties having a property line common with the affected property shall be notified of the proposed Administrative Exception pursuant to Section 2.03.010 (Public Hearing Notification) of this Development Code and shall be invited to comment on the application.

D. Findings and Decision. An Administrative Exception shall be acted upon by the Approving Authority based upon the information provided in the submitted application, evidence presented in the Planning Department's written report, and any comments received from property owners notified pursuant to Subparagraph C.3.b of this Section, only after considering and clearly establishing all of the below-listed findings, and giving supporting reasons for each finding. The application shall be denied if one or more of the below-listed findings cannot be clearly established.

1. The approval of the Administrative Exception is necessary to the production of a comprehensive development, incorporating an enhanced environment and architectural excellence (e.g., appropriate variety of structure placement and orientation opportunities, high quality architectural design, increased amounts of landscaping and open space, improved solutions to the design and placement of parking facilities, etc.) than would normally be possible under the strict application of the applicable development standards;

2. The approval of the Administrative Exception will allow for the inclusion of site, architectural, or landscape features that could not otherwise be incorporated into the design of the project under the strict application of the provisions of the applicable development standards; and

3. The approval of the Administrative Exception will not adversely affect the overall quality of development on the project site and will not adversely affect neighboring properties.

4. The proposed Administrative Exception is consistent with the goals, policies, plans, and exhibits of the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan, and the purposes of any applicable Specific Plan or Planned Unit Development, and the purposes of this Development Code.

E. Conditions of Approval.

1. In approving an Administrative Exception, the Approving Authority may require certain safeguards and impose certain conditions established to ensure that the purposes of this Development Code are maintained; ensure that the project will not endanger the public health, safety or general welfare; ensure that the project will not result in any significant environmental impacts; ensure that the project will be in harmony with the area in which it is located; and ensure that the project will be in conformity with The Ontario Plan and any applicable specific and/or area plan(s).

2. All conditions of approval or requirements authorized by this Section are enforceable in the same manner and to the same extent as any other applicable requirement of this Development Code.

4.03.060: Fair Housing and Reasonable Accommodations

A. **Purpose.** Pursuant to Federal and State fair housing laws, the purpose of this Section is to provide a procedure whereby exceptions from specific applications of this Development Code may be considered and properly evaluated in order to assure that no person is discriminated against on the basis of race, color, religion, sex, sexual orientation, family status, marital status, disability, national origin, source of income, or ancestry, by being denied an equal opportunity to use and enjoy a dwelling and in order to maintain compliance with the purpose and intent of the Religious Land Use and Institutionalized Persons Act (RLUIPA)of 2000.

B. **Applicability.**

1. Pursuant to Table 2.02-1 (Review Matrix) of this Development Code, the Approving Authority is hereby empowered to approve, approve in modified form, or deny a Fair Housing and Reasonable Accommodation application and to impose reasonable conditions upon the approval of the application.

2. The Approving Authority may approve reasonable exceptions from the provisions of this Development Code, except that a Fair Housing and Reasonable Accommodation request shall not be approved that would allow the establishment of a land use that would not otherwise be allowed in the zoning district in which the affected property is located, or for increases in residential density.

C. **RLUIPA**. In furtherance of the purpose described in Subsection A (Purpose), deviations from the requirements and regulations specified in this Development Code may be approved if it is found that, consistent with the RLUIPA, enforcement of a regulation results in a substantial burden on the religious exercise of a person, including a religious assembly or institution, unless it is determined that imposition of the burden on that assembly, institution, or person accomplishes furtherance of a compelling governmental interest where the burden is found to be the least restrictive means of furthering that compelling governmental interest.

D. **Application Filing and Processing.** A Fair Housing and Reasonable Accommodation application shall be filed and processed pursuant to Division 2.02 (Application Filing and Processing) of this Development Code and the provisions of this Section.

E. **Findings and Decision.** A Fair Housing and Reasonable Accommodation request shall be acted upon by the Approving Authority based upon the information provided in the submitted application and evidence presented only after considering and clearly establishing all of the

below-listed findings, and giving supporting reasons for each finding. The application shall be denied if one or more of the below-listed findings cannot be clearly established.

1. The persons who will use the subject property are protected under federal and state fair housing laws;

2. The requested exception is necessary to make specific housing available to a person who will occupy the subject property and who is protected under federal and state fair housing laws;

3. The requested exception will not impose an undo financial or administrative burden upon the City; and

4. The requested exception will comply with all applicable Building and Fire Codes and will not result in a fundamental alteration of the planning, zoning and development laws and procedures of the City.

F. Conditions of Approval.

1. In approving a Fair Housing and Reasonable Accommodation application, the Approving Authority may require certain safeguards and impose certain conditions established to ensure that the purposes of this Development Code are maintained; ensure that the project will not endanger the public health, safety or general welfare; ensure that the project will not result in any significant environmental impacts; ensure that the project will be in harmony with the area in which it is located; ensure that the Reasonable Accommodation will comply with the findings required by Subsection E (Findings and Decision); and ensure that the project will be in conformity with The Ontario Plan and any applicable specific and/or area plan(s).

2. All conditions of approval or requirements authorized by this Section are enforceable in the same manner and to the same extent as any other applicable requirement of this Development Code.

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Chapter 5.0:
Zoning and Land Use

Division 5.01—Zoning Districts and Boundaries
Division 5.02—General Land Use Provisions
Division 5.03—Supplemental Land Use Regulations

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Division 5.01—Zoning Districts and Boundaries

Sections:

5.01.000: Purpose
5.01.005: Establishment of Base Zoning Districts
5.01.010: Zoning Map Adoption
5.01.015: Zoning District Boundaries

5.01.000: Purpose

The purpose of this Division is to establish zoning districts to implement the goals of the community as stated in The Ontario Plan. The text and maps of the Policy Plan component of The Ontario Plan will provide additional guidance in the development and use of properties throughout the City.

5.01.005: Establishment of Base Zoning Districts

In order to carry out the purpose and provisions of this Development Code, the City is hereby divided into the following zoning districts:

A. Residential Zoning Districts.

1. AR-2 (Residential-Agricultural—0 to 2.0 DU/Acre) Zoning District. The AR-2 zoning district is hereby established to accommodate single-family residences on large lots, at a density range of 0 to 2.0 dwelling units per acre and allow for limited agricultural activities and animal keeping within a rural environment. The AR-2 zoning district is further intended to maintain a rural agricultural heritage and protect the area from suburban infringement, while maintaining a harmonious relationship between the rural and adjacent suburban land uses. The AR-2 zoning district is consistent with and implements the Rural Residential land use designation of the Policy Plan component of The Ontario Plan.

2. RE-2 (Rural Estate—0 to 2.0 DU/Acre) Zoning District. The RE-2 zoning district is hereby established to accommodate single-family residences on larger lots, at a density range of 0 to 2.0 dwelling units per acre, in a semi-rural environment where limited animal keeping is permitted. The RE-2 zoning district is consistent with and implements the Rural Residential land use designation of the Policy Plan component of The Ontario Plan.

3. RE-4 (Residential Estate—2.1 to 4.0 DU/Acre) Zoning District. The RE-4 zoning district is hereby established to accommodate single-family homes on estate-sized lots, in a suburban environment, at a density range of 2.1 to 4.0 dwelling units per acre. The RE-4 zoning district is consistent with and implements the Low Density Residential land use designation of the Policy Plan component of The Ontario Plan.

4. LDR-5 (Low Density Residential—2.1 to 5.0 DU/Acre) Zoning District. The LDR-5 zoning district is hereby established to accommodate single-family homes on individual lots, in a suburban environment, at a density range of 2.1 to 5.0 dwelling units per acre. The LDR-5 zoning district is consistent with and implements the Low Density Residential land use designation of the Policy Plan component of The Ontario Plan.

5. MDR-11 (Low-Medium Density Residential—5.1 to 11.0 DU/Acre) Zoning District. The MDR-11 zoning district is hereby established to accommodate a variety of attached and detached housing types, in a suburban environment, at a density range of 5.1 to 11.0 dwelling units per acre. The MDR-11 zoning district is consistent with and implements the Low-Medium Density Residential land use designation of the Policy Plan component of The Ontario Plan.

6. MDR-18 (Medium Density Residential—11.1 to 18.0 DU/Acre) Zoning District. The MDR-18 zoning district is hereby established to accommodate a variety of attached and detached housing types, in a suburban environment, at a density range of 11.1 to 18.0 dwelling units per acre. The MDR-18 zoning district is consistent with and implements the Medium Density Residential land use designation of the Policy Plan component of The Ontario Plan.

7. MDR-25 (Medium-High Density Residential—18.1 to 25.0 DU/Acre) Zoning District. The MDR-25 zoning district is hereby established to accommodate higher density residential developments, in a more urbanized environment, at a density range of 18.1 to 25.0 dwelling units per acre. The MDR-25 zoning district is consistent with and implements the Medium Density Residential land use designation of the Policy Plan component of The Ontario Plan.

8. HDR-45 (High Density Residential—25.1 to 45.0 DU/Acre) Zoning District. The HDR-45 zoning district is hereby established to accommodate high-density multiple-family developments in an urban environment, generally located within 1/2-mile of a transit corridor or station, at a density range of 25.1 to 45.0 dwelling units per acre. The HDR-45 zoning district is consistent with and implements the High Density Residential land use designation of the Policy Plan component of The Ontario Plan.

B. Commercial Zoning Districts.

1. CS (Corner Store) Zoning District. The CS zoning district is hereby established to accommodate pedestrian-oriented neighborhood retail and service establishments developed at a maximum intensity of 0.4 FAR, which would have few impacts to adjacent residential uses due to the types of uses allowed and their limited hours of operation. CS zoning district locations are within established or planned neighborhoods, generally along residential collector streets, and are intended to provide their goods and services within walking distance to most of their customers. This zoning district provides for a scale and character of development that tends to attract and promote a walk-in clientele. Development within the CS zoning district should maximize human scale design elements, while providing a sensitive transition between the allowed uses and neighboring residences, including the provision of adequate and properly sited parking (including allowances for on-street parking). Sites within this zoning district are typically small in size (less than 0.5-acre), are usually stand-alone land uses, and are intended to fit into and protect the residential pattern of development. The CS zoning district is consistent with and implements the Neighborhood Commercial land use designation of the Policy Plan component of The Ontario Plan.

2. CN (Neighborhood Commercial—0.4 Maximum FAR) Zoning District. The CN zoning district is hereby established to accommodate the development of convenience centers at a maximum intensity of 0.4 FAR and are intended to serve residents within a one to 2-mile radius, with some customers within walking distance. Intended uses are smaller scale, which support the local market rather than a citywide or regional market (i.e., the difference between a Best Buy and a Radio Shack). Given their proximity to residential uses, the hours and types of uses allowed within the CN zoning district may be limited either by ordinance or by conditions of approval. Uses may be standalone or within a center generally 10 to 15 acres in size. The CN zoning district is

consistent with and implements the Neighborhood Commercial land use designation of the Policy Plan component of The Ontario Plan.

3. CC (Community Commercial—0.4 Maximum FAR) Zoning District. The CC zoning district is hereby established to accommodate retail, office, and service uses developed at a maximum intensity of 0.4 FAR, which serve residents within a 5-mile radius. If located within close proximity to residential areas, the operation of the commercial land uses may be limited to protect the nearby sensitive uses. Commercial uses within the CC zoning district may be standalone or within centers generally 10 to 20 acres in size. The CC zoning district is consistent with and implements the General Commercial land use designation of the Policy Plan component of The Ontario Plan.

4. CR (Regional Commercial—0.4 Maximum FAR) Zoning District. The CR zoning district is hereby established to accommodate commercial and entertainment centers which are larger in size than would otherwise be accommodated in the CC zoning district, developed at a maximum intensity of 0.4 FAR. The zoning district is intended for intense, regional-serving commercial and entertainment uses, and is generally located adjacent to, or in close proximity to, freeways and arterial roadways that accommodate regional traffic. Uses may be standalone or within a center generally 15 or more acres in size. The CR zoning district is consistent with and implements the General Commercial and Office Commercial land use designations of the Policy Plan component of The Ontario Plan. Furthermore, the CR zoning district is consistent with and implements the Office Commercial land use designation of the Policy Plan component of The Ontario Plan; provided, (a) the property shall have a minimum of 350 lineal feet of freeway frontage along Interstate 10 or Interstate 15, and (b) the use of the property shall be restricted to automobile dealers (including new and used automobiles, light trucks and vans).

5. CCS (Convention Center Support Commercial) Zoning District. The CCS zoning district is intended to accommodate uses developed at a maximum intensity of 1.0 FAR, which predominantly serve the Ontario Convention Center, regional uses, and the special needs of leisure and business clientele who visit the City and surrounding region. The CCS zoning district is consistent with and implements the Hospitality land use designation of the Policy Plan component of The Ontario Plan.

6. OL (Low Intensity Office) Zoning District. The OL zoning district is hereby established to accommodate low-intensity office and support commercial uses developed at a maximum intensity of 0.75 FAR, which are typically located in close proximity to residential developments. Development within this zoning district is residential in scale and typically no more than 2 stories in height. Uses within this zoning district are generally limited in their hours of operation to limit their impact upon nearby residents, and include administrative and business support services, local branches of financial institutions, legal services, insurance services, real estate services, medical and dental services, and similar support services. The OL zoning district is consistent with and implements the Office/Commercial land use designation of the Policy Plan component of The Ontario Plan.

7. OH (High Intensity Office) Zoning District. The OH zoning district is hereby established to accommodate intense professional office and supporting uses developed at a maximum intensity of 0.75 FAR, and is intended to be applied in areas planned for more concentrated urban uses, or in key locations of potential mass transit, major intersections, or in close proximity to identified activity centers. The OH zoning district is consistent with and implements the Office/Commercial land use designation of the Policy Plan component of The Ontario Plan.

C. Mixed Use Zoning Districts.

1. MU-1 (Downtown Mixed Use) Zoning District.

a. The MU-1 zoning district is hereby established to accommodate a fairly intensive mixture of vertical and horizontal retail, entertainment, and office uses at a development intensity of up to 2.0 FAR, and residential uses at a density of 25 to 75 DU/AC, with the most intensive uses envisioned along Euclid Avenue and Holt Boulevard. Development projects are intended to maintain a pedestrian friendly atmosphere, while at the same time enhancing the historic character of the area.

b. Furthermore, the MU-1 zoning district is established to: **[i]** recognize, protect, and enhance the visual character and quality of Ontario's historic downtown area as a historic resource; **[ii]** establish and recognize Ontario's historic downtown as the arts and entertainment mecca for the surrounding region, to include a wide range of allowed uses, such as shopping, restaurants, outdoor dining, cultural offerings, street fairs, artist festivals, galleries, work/live lofts, breweries, and artisan co-ops; **[iii]** recognize Holt Boulevard as a vital east-west link to Ontario's historic downtown, offering opportunities for vertical and horizontal mixed use developments consisting of market rate and below market rate housing, retail and offices, and work/live uses; and **[iv]** recognize Ontario's civic center for its significant outdoor spaces, amenities and services, which serve to enhance the historic downtown's shopping, dining, and living experiences.

c. In order to carry out the purposes and provisions of the Land Use component of The Ontario Plan and this Development Code, the MU-1 zoning district is hereby divided into four Land Use Areas. The boundaries of each Land Use Area (LUA) is shown in Figure 5.01-1 (MU-1 (Downtown Mixed Use) Zoning District Land Use Areas Map) of this Division, and their purposes are described below.

(1) LUA-1 (Euclid Avenue Entertainment) District—The Euclid Avenue Entertainment District is a central urban location intended to provide the vitality, amenities, and a range of entertainment, shopping, restaurant, outdoor dining, and cultural offerings. The District is further intended to promote a variety of dense housing options; enhanced public and private rights-of-way to improve pedestrian, bicyclist, and vehicular connectivity; and grow employment opportunities.

(2) LUA-2 (Arts) District—

(a) The Arts District is intended as a dynamic destination for locals and tourists, while creating a fulfilling urban experience energized by artistic, educational, and commercial participants. The focus of the Area is to increase the number of collaborated events and programs within the Area, with the intent to attract visitors, promote economic vitality, and boost revenue. Street fairs, artist festivals, restaurants, galleries, work/live lofts, breweries, and artisan co-ops will contribute to the physical and cultural diversity of the Arts District.

(b) The Arts District is divided into two subareas: Arts District North and Arts District South.

(i) Arts District North is intended to accommodate a mix of work/live lofts, artisan co-ops, restaurants, galleries, breweries, and other commercial uses intended to strengthen the economic base of the area.

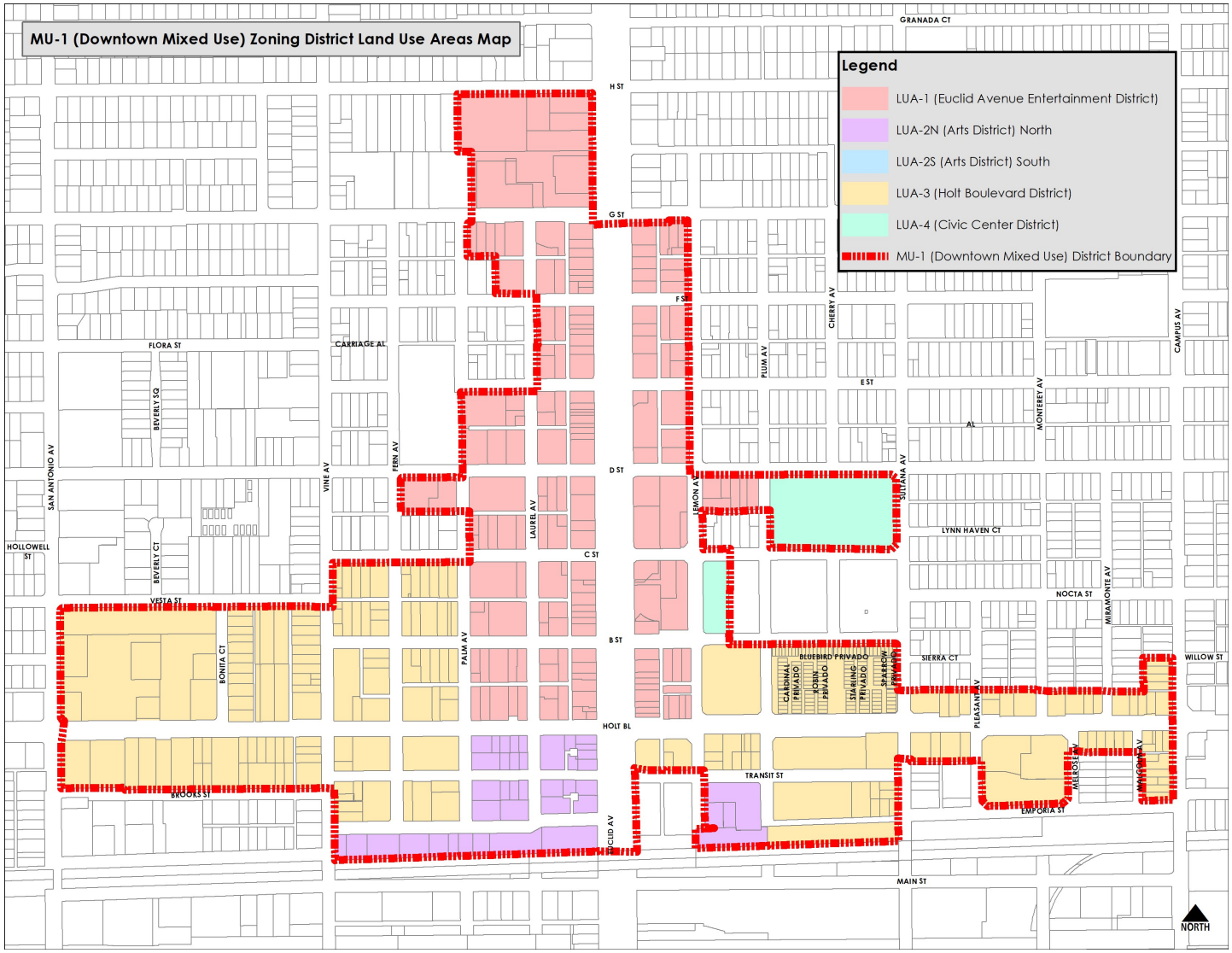


Figure 5.01-1: MU-1 (Downtown Mixed-Use) Zoning District Land Use Areas Map

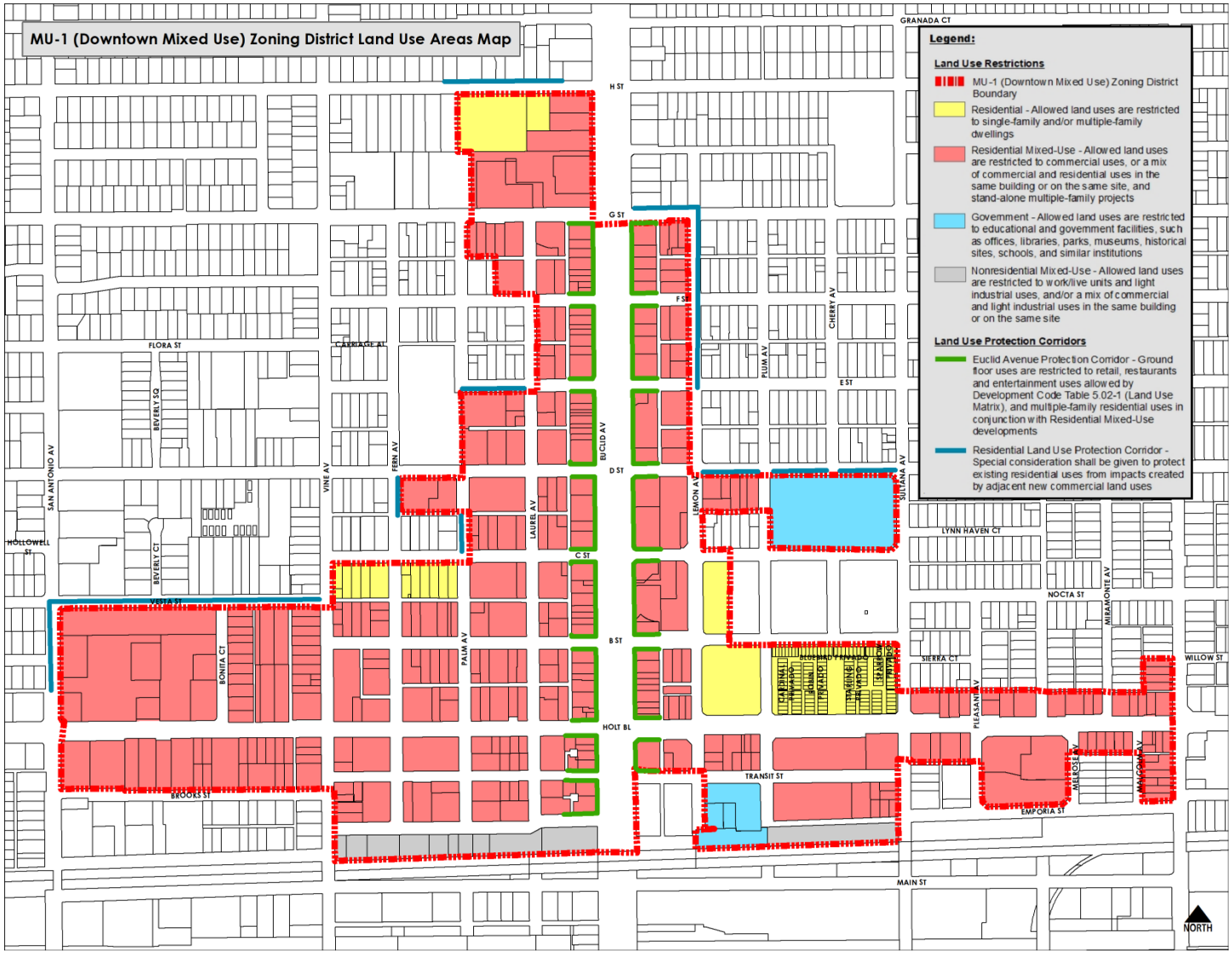


Figure 5.01-2: MU-1 (Downtown Mized Use) Zoning District Land Use Map

(ii) Arts District South is situated between Union Pacific and Southern Pacific Rail Lines, within an area not particularly suited to uses having a residential component (such as work/live lofts). Arts District South is envisioned to accommodate a mix of commercial, business park, and light industrial activities, which like Arts District North, will serve to stimulate the economic vitality of the area.

(3) LUA-3 (Holt Boulevard) District—Holt Boulevard is a vital east-west link to the downtown, particularly from Ontario International Airport, the Ontario Convention Center, and the nearby hospitality center. The Holt Boulevard District offers the most opportunity for development of market-rate and attainable housing. Mixed-use may be vertical or horizontal, with retail or live/work on the ground floor. Residents will have access to many downtown amenities, including shopping, public services, open space, and public transportation (Bus Rapid Transit or "BRT"). The District will be designed as a signature gateway to the City's historic downtown.

(4) LUA-4 (Civic Center) District—The Civic Center District's proximity to the Euclid Avenue Entertainment District will contribute to the community character and commercial vitality of Ontario's historic downtown area. People in need of City services at City Hall, the Public Library, or the Community Center, are potential shoppers and diners at downtown stores and restaurants. Furthermore, the Civic Center's significant outdoor spaces provide a link to downtown shopping, dining, streetscapes, and friendly pedestrian experiences.

d. To accomplish the objectives of the MU-1 (Downtown Mixed Use) zoning district, certain blocks have been imposed with use restrictions, as shown in Figure 5.01-2 (MU-1 (Downtown Mixed Use) Zoning District Land Use Map) of this Division.

e. The MU-1 zoning district, along with the Land Use Areas and Land Use Subdistricts established thereunder, is consistent with and implements the Downtown Mixed Use land use designation of the Policy Plan component of The Ontario Plan.

2. MU-3 (East Guasti Mixed Use) Zoning District. The MU-3 zoning district is hereby established to accommodate a mixture of low-rise (up to 5 stories) office and retail uses at an intensity of 1.0 FAR and residential uses at a density of 20 to 65 DU/AC, that will create identity and place within the southeast corner of the Guasti Mixed Use area. Approximately one-half of the MU-3 zoning district is developed with the historic San Secondo d'Asti Catholic Church. The remaining half of the area is intended for development with high-quality office, lodging, retail, and residential uses that respect the history of the adjacent Guasti Winery. The MU-3 zoning district is consistent with and implements the Guasti Mixed Use land use designation of the Policy Plan component of The Ontario Plan.

3. MU-6 (East Holt Mixed Use) Zoning District. The MU-6 zoning district is hereby established to accommodate the intensification of the Holt Boulevard Corridor with low-rise (up to 5 stories) buildings housing a mixture of retail and office uses at a development intensity of up to 1.0 FAR and 2.0 FAR, respectively, and residential uses at a density of 14 to 40 DU/AC. The intent of this zoning district is to create identity and place along the Holt Boulevard Corridor and provide a connection between the Downtown Mixed Use Area and the Ontario Airport Metro Center. The MU-6 zoning district is consistent with and implements the Holt Mixed Use land use designation of the Policy Plan component of The Ontario Plan.

4. MU-8B (Mountain/Fourth Mixed Use) Zoning District. The MU-8B zoning district is hereby established to accommodate a low-rise (up to 5 stories) mixture of retail uses at an intensity of 1.0 FAR and residential uses at a density of 20 to 75 DU/AC, that will create identity and place along the Mountain Avenue corridor and serve the surrounding residents. The MU-8B zoning district

is consistent with and implements the Mountain/Fourth Mixed Use Neighborhood Activity Hub land use designation of the Policy Plan component of The Ontario Plan.

5. MU-8C (West Holt Mixed Use) Zoning District. The MU-8C zoning district is hereby established to accommodate the intensification of the Holt Boulevard Corridor with low-rise (up to 5 stories) buildings housing a mixture of retail and office uses at a development intensity of up to 1.0 FAR and 2.0 FAR, respectively, and residential uses at a density of 14 to 40 DU/AC. The intent of this zoning district is to create identity and place along the Holt Boulevard Corridor and provide a connection between the Downtown Mixed Use Area and the Ontario Airport Metro Center. The MU-8C zoning district is consistent with and implements the Holt Mixed Use land use designation of the Policy Plan component of The Ontario Plan.

6. MU-8D (Euclid/Francis Mixed Use) Zoning District. The MU-8D zoning district is hereby established to accommodate a mixture of low-rise (up to 5 stories) retail uses at an intensity of up to 1.0 FAR, and residential uses at a density of 20 to 75 DU/AC, that will create identity and place along the Euclid Avenue corridor. The MU-8D zoning district is consistent with and implements the Euclid/Francis Mixed Use Neighborhood Activity Hub land use designation of the Policy Plan component of The Ontario Plan.

7. MU-8E (Euclid/Walnut Mixed Use) Zoning District. The MU-8E zoning district is hereby established to accommodate a low-rise (up to 5 stories) mixture of retail uses at an intensity of 1.0 FAR and residential uses at a density of 20 to 75 DU/AC, that will create identity and place along the Euclid Avenue corridor and serve the surrounding residents. The MU-8E zoning district is consistent with and implements the Euclid/Walnut Mixed Use Neighborhood Activity Hub land use designation of the Policy Plan component of The Ontario Plan.

D. Industrial Zoning Districts.

1. BP (Business Park) Zoning District. The BP zoning district is hereby established to accommodate industrial-serving commercial and office uses, and very light industrial uses, which may be developed at a maximum intensity of 0.6 FAR. Development within this zoning district is typically multi-tenant in nature; however, single-tenant buildings are not precluded. The BP zoning district is consistent with, and implements, the Business Park land use designation of the Policy Plan component of The Ontario Plan.

2. IP (Industrial Park) Zoning District. The IP zoning district is hereby established to accommodate a combination of commercial activity and light industrial uses, which may be developed at a maximum intensity of 0.6 FAR, and which support services to nearby industrial uses, technology centers, research and development, "clean" industry, and limited manufacturing activities. The IP zoning district is consistent with, and implements, the Business Park land use designation of the Policy Plan component of The Ontario Plan.

3. IL (Light Industrial) Zoning District. The IL zoning district is hereby established to accommodate lighter manufacturing and assembly activities, storage and warehousing activities, and other similar uses developed at a maximum intensity of 0.55 FAR. This zoning district is typically located within 500 feet of residentially zoned properties, public parks and schools, and mixed-use properties having a residential component and is intended to serve as a buffer between residentially zoned areas and heavier industrial zoning districts. Allowed uses are expected to have little or no impacts on nearby residential uses with regard to noise, odor, or hazards. The IL zoning district is consistent with, and implements, the Business Park and Industrial land use designations of the Policy Plan component of The Ontario Plan.

4. IG (General Industrial) Zoning District. The IG zoning district is hereby established to accommodate a wide range of manufacturing and assembly activities, storage and warehousing activities, and other similar uses developed at a maximum intensity of 0.55 FAR, which desire to locate in larger buildings and on larger sites. This zoning district is generally located away from residentially zoned properties, public parks and schools, and mixed-use properties having a residential component. The IG zoning district is consistent with, and implements, the Industrial land use designation of the Policy Plan component of The Ontario Plan.

5. IH (Heavy Industrial) Zoning District. The IH zoning district is hereby established to accommodate heavier manufacturing, assembly, storage, warehousing, and other similar industrial activities, as well as adult uses, which may have negative impacts when located near residential or other sensitive land uses, and which may be developed at a maximum intensity of 0.55 FAR. This zoning district is intended to be located away from residentially zoned properties, public parks and schools, and mixed-use properties having a residential component. The IH zoning district is consistent with, and implements, the Industrial land use designation of the Policy Plan component of The Ontario Plan.

E. Specialized Use Zoning Districts.

1. CIV (Civic) Zoning District. The CIV zoning district is hereby established to accommodate permanent public facilities such as City Hall, public libraries, museums, public and private schools and colleges/universities, police and fire stations, and other similar facilities that require significant public investment and are utilized by the public. The CIV zoning district is consistent with, and implements, all land use designation of the Policy Plan component of The Ontario Plan.

2. MHP (Mobile Home Park) Zoning District. The MHP zoning district is hereby established to accommodate communities consisting of mobile homes and manufactured housing at a density range of 5.1 to 11.0 dwelling units per acre. The MHP zoning district is consistent with, and implements, the Low-Medium Density Residential land use designation of the Policy Plan component of The Ontario Plan.

3. ONT (Ontario International Airport) Zoning District. The ONT zoning district is hereby established to accommodate Ontario International Airport and surrounding properties directly impacted by airport operations. This zoning district includes uses such as airport terminals (including commercial and service uses related to the terminals), car rental agencies, and airport-related industrial, and delivery uses developed at a maximum overall zoning district intensity of 0.55 FAR. The ONT zoning district is consistent with, and implements, the Ontario International Airport land use designation of the Policy Plan component of The Ontario Plan.

4. OS-C (Open Space-Cemetery) Zoning District. The OS-C zoning district is hereby established to accommodate cemetery sites. Cemeteries provide visual open space, but not recreational opportunities, and have unique characteristics and activities that warrant a separate zoning designation to address their operational characteristics. The OS-C zoning district is consistent with, and implements, the Open Space-Nonrecreation land use designation of the Policy Plan component of The Ontario Plan.

5. OS-R (Open Space-Recreation) Zoning District. The OS-R zoning district is hereby established to accommodate open space uses such as public parks and recreation centers. The OS-R zoning district is consistent with, and implements, the Open Space-Parkland and Open Space-Water land use designation of the Policy Plan component of The Ontario Plan.

6. PUD (Planned Unit Development) Zoning District. The PUD zoning district is hereby established to accommodate projects that require master plan approval pursuant to The Ontario Plan Policy Plan, which focuses on the character of the development, relationship of uses, public and private access, parking, pedestrian facilities, building form, integration with the roadways and pedestrian ways, public spaces, landscaping, amenities, and unique product types. The PUD zoning district is consistent with, and implements, all land use designation of the Policy Plan component of The Ontario Plan.

7. RC (Rail Corridor) Zoning District. The RC zoning district is hereby established to accommodate permanent rail or fixed transit corridors through the City and includes stations and ancillary facilities, railroad maintenance yards, and construction storage yards. The RC zoning district is consistent with, and implements, the Railroad land use designation of the Policy Plan component of The Ontario Plan.

8. SP (Specific Plan) Zoning District. The SP zoning district is hereby established to accommodate the adoption of Specific Plans pursuant to this Development Code. The SP zoning district is consistent with, and implements, all land use designation of the Policy Plan component of The Ontario Plan.

9. UC (Utilities Corridor) Zoning District. The UC zoning district is hereby established to accommodate flood control channels, retention and detention basins, electrical transmission corridors and landfills, and may include ancillary recreational facilities, such as public trails in conjunction with the primary use of the site. The UC zoning district is consistent with, and implements, the Open Space-Nonrecreational land use designation of the Policy Plan component of The Ontario Plan.

F. Overlay Districts.

1. AG (Agriculture) Overlay Zoning District. The AG Overlay zoning district is hereby established to accommodate the continuation of agricultural uses within the City, on an interim basis, until such time that development is slated to occur consistent with the Policy Plan component of The Ontario Plan and the underlying zoning district. Furthermore, it is the intent of this overlay zoning district is to permit continued agricultural use of properties or to establish general agricultural uses, including dairies, which are appropriate for areas of concentrated agricultural uses. The AG Overlay zoning district is consistent with, and implements, all land use designation of the Policy Plan component of The Ontario Plan.

2. EA (Euclid Avenue) Overlay Zoning District. The EA Overlay zoning district is intended to: **[i]** recognize, protect, and enhance the visual character and quality of Euclid Avenue as a major scenic and historic resource of the City; **[ii]** recognize and protect Euclid Avenue's position on the National Register of Historic Places; and **[iii]** recognize Euclid Avenue as a major contributor to Ontario's historic downtown area.

3. ES (Emergency Shelter) Overlay Zoning District. The ES Overlay zoning district is hereby established to accommodate Emergency Shelters, Supportive Housing, Transitional Housing, and Transitional Living Centers pursuant to the Housing Element of the Policy Plan component of The Ontario Plan, and GC Section 65583. The ES overlay district is consistent with, and implements, all land use designations of the Policy Plan component of The Ontario Plan.

4. MTC (Multimodal Transit Center) Overlay Zoning District. The MTC Overlay zoning district is hereby established to allow for the interim use of existing industrial buildings located in the Multimodal Mixed-Use land use designation, as shown on the Land Use Plan (Exhibit LU-01) of

The Ontario Plan, with general industrial land uses allowed in the IG zoning district pursuant to Table 5.02-1 (Land Use Matrix) of this Division, while at the same time preserving the City's vision for the development of a multi-modal transit center and supporting mixed-use development. The MTC Overlay zoning district is consistent with, and implements, the Multimodal Mixed-Use land use designation of the Policy Plan component of The Ontario Plan.

5. ICC (Interim Community Commercial) Overlay Zoning District. The ICC Overlay zoning district is hereby established to allow for the interim use of existing commercial buildings, which are nonconforming as to zoning and/or land use. Property in the ICC Overlay zoning district shall be subject to the land use requirements of the CN and CC zoning districts, as shown in Table 5.02-1 (Land Use Matrix) of this Division, while at the same time preserving the City's long term vision for the development and use of property consistent with the underlying Policy Plan (general plan) land use designation. The ICC Overlay zoning district is consistent with, and implements, all land use designations of the Policy Plan component of The Ontario Plan.

6. AH (Affordable Housing) Overlay Zoning District. The AH Overlay zoning district is hereby established to facilitate housing opportunities within the City of Ontario by means of the implementation of required rezone programs pursuant to the City's adopted Housing Element, where required for compliance with State Housing Element law.

7. CNO (Chino Airport) Overlay Zoning District. The CNO zoning district is hereby established to: **[i]** delineate the Airport Influence Area (AIA) for Chino Airport as the boundary of the CNO Overlay zoning district; **[ii]** adopt an airport land use compatibility plan for Chino Airport that is consistent with the 2011 Caltrans Airport Land Use Planning Handbook solely to address impacts within the boundaries of the City of Ontario; and **[iii]** promote compatibility between Chino Airport and the land uses that surround it. Property in the CNO Overlay zoning district shall be subject to the requirements of Reference I (Chino Airport Land Use Compatibility Plan) of this Development Code, which includes maps, criteria, and policy language to guide development within the Chino Airport AIA.

5.01.010: Zoning Map Adoption

The City Council hereby adopts the official zoning map of the City, entitled "City of Ontario Zoning Map" (hereafter referred to as "Zoning Map"). The Zoning Map is hereby incorporated into this Development Code by reference and shall be maintained on file in the office of the Planning Department. The boundaries of the zones as set forth on the Zoning Map are confirmed, adopted, and established, and may be amended pursuant to the requirements of Section 4.01.040 (Zone Changes) of this Development Code.

5.01.015: Zoning District Boundaries

When uncertainty exists as to the boundary of a district shown on the Zoning Map, the following regulations shall control:

A. Where a boundary line is indicated as following a street or alley, the boundary line shall be construed as following the centerline of the right-of-way;

B. Where a boundary line follows or coincides approximately with a lot line or property ownership line, the boundary line shall be construed as following the lot line or boundary line;

C. Where the boundary line is not indicated as following a street or alley and does not follow or coincide approximately with a lot line or property ownership line, unless specifically indicated by dimensions on the Zoning Map, the boundary line shall be determined based on the scale of the Zoning Map;

D. Where uncertainty exists, the Zoning Administrator shall determine in writing, the location of the boundary in question, giving due consideration to the location indicated on the Zoning Map, the objectives of the Development Code, and the specific purposes for each district; and

E. Where a street or alley is officially vacated or abandoned, the area within the area of vacated street or alley on each side of the centerline shall be classified in the same zoning district as the adjoining property.

Division 5.02—General Land Use Provisions

Sections:

5.02.000: Purpose
5.02.005: Applicability
5.02.010: Allowed Land Uses, Activities and Facilities

5.02.000: Purpose

The purpose of this Division is to identify those land uses, activities and facilities that may be established in conjunction with any buildings, improvements, lots, or premises that are privately owned, leased, operated, or controlled within the zoning districts established by Section 5.01.005 (Establishment of Base Zoning Districts) of this Development Code, and is to serve as a guide for the establishment of publicly owned land uses, activities and facilities (see Subsection 1.01.015.F (City Properties) of this Development Code.

5.02.005: Applicability

A. Land Use Matrix.

1. Land and facilities thereon shall be developed, divided, and/or used only for those activities and facilities listed in Table 5.02-1 (Land Use Matrix) of this Division. Table 5.02-1 (Land Use Matrix) establishes uses that are permitted, conditionally permitted, administratively permitted, or expressly prohibited, within the zoning districts established by Section 5.01.005 (Establishment of Base Zoning Districts) and identified on the Zoning Map established by Section 5.01.015 (Zoning Map Adoption) of this Chapter. A use that is not specifically allowed by Table 5.02-1 (Land Use Matrix) shall be deemed a prohibited use unless otherwise allowed by the Zoning Administrator pursuant to Subsection C (Land Uses, Activities and Facilities Not Addressed by the Land Use Matrix) of this Section. Notwithstanding any other provision of this Development Code, a medical marijuana dispensary, as defined in Division 9.01 (Definitions) of this Development Code shall be a prohibited use in all zoning districts of the City (see Section 5.03.295 (Medical Marijuana Dispensary) of this Chapter).

2. Table 5.02-1 (Land Use Matrix) further establishes a hierarchy of land uses, activities, and facilities, based upon the North American Industry Classification System (NAICS) — the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy — and identifies the NAICS code for each industry sector (2-number code), subsector (3-number code), group (4-number code), subgroup (5-number code), and use (6-number code), as they are applicable to the City, allowing the user to effectively reference the NAICS Association web site to obtain definitions for each industry, along with background information and access to various NAICS reference files and tools.

B. Land Use Regulations, Operating Conditions, and Development Standards. The "Additional Regulations" column of Table 5.02-1 (Land Use Matrix) references the location of regulations, operating conditions, and/or development standards that are applicable to the corresponding land uses, activities and facilities.

C. Land Uses, Activities and Facilities Not Addressed by the Land Use Matrix. Land uses, activities, or facilities not addressed by Table 5.02.1 (Land Use Matrix) may be considered by the Zoning Administrator upon the request for a land use determination pursuant to Section 1.02.010 (Interpretations and Land Use Determinations) of this Development Code.

D. Specialized Use and Overlay Zoning Districts. Land uses, activities, and facilities within Specialized Use and Overlay Zoning Districts, which are not addressed in Table 5.02-1 (Land Use Matrix), shall be applied as follows:

1. PUD (Planned Unit Development) Zoning District. The PUD zoning district is established to accommodate the development and use of properties that require Planned Unit Development approval pursuant to Exhibit LU-05 (Additional Plans Map) of the Policy Plan component of The Ontario Plan. Land uses, activities, and facilities within the PUD zoning district shall only be allowed pursuant to the applicable Planned Unit Development document.

2. SP (Specific Plan) Zoning District. The SP zoning district is established to accommodate the adoption of Specific Plans pursuant to Exhibit LU-05 (Additional Plans Map) of the Policy Plan component of The Ontario Plan. All land uses, activities, and facilities within the SP zoning district shall only be allowed pursuant to the applicable Specific Plan document.

3. EA (Euclid Avenue) Overlay District. The EA Overlay District is established to protect Euclid Avenue as a major scenic and historic resource of the City. All land uses, activities, and facilities within the EA Overlay district shall be allowed pursuant to the requirements of the applicable underlying base zoning district.

4. ES (Emergency Shelter) Overlay District. The ES Overlay District is established to accommodate Emergency Shelters, Supportive Housing, Transitional Housing, and Transitional Living Centers within areas of the City predetermined by the Housing Element (contained within the Policy Plan component of The Ontario Plan), pursuant to GC Section 65583. Within the ES Overlay District, Emergency Shelters, Supportive Housing, Transitional Housing, and Transitional Living Centers are permitted by right of being within the correct zoning district, and are subject to the land use standards contained within Section 5.03.400 (Temporary Shelters) of this Chapter and the development standards and guidelines contained within (Division 6.01 (District Standards and Guidelines) of this Development Code, as applicable to the underlying base zoning district.

5. MTC (Multimodal Transit Center) Overlay District. The MTC Overlay District is established to allow for the interim use of existing buildings located within the overly district boundary (established pursuant to Paragraph 5.01.010.F.4 (MTC (Multimodal Transit Center) Overlay District) of this Development Code), while at the same time preserving the City's vision for development of a multi-modal transit center and supporting mixed-use development. To this end, the below-listed land uses shall be permitted within existing buildings located within the MTC Overlay District:

a. General warehousing, storage, and distribution trades;

b. Wholesale trades;

c. Retail trades, limited to 15 percent of the building GFA or 8,000 SF, whichever is less;

d. Office administrative and business support services; and

e. Other uses approved by the Zoning Administrator that are similar in nature to those uses listed in Subparagraphs B.5.a through d, above, provided all activities are wholly contained within the building and do not have the potential to negatively impact properties in the vicinity, or are consistent with the Vision and Policy Plan components of The Ontario Plan.

E. Mobile Business Activities not addressed by Table 5.02-1 (Land Use Matrix). Any mobile business activity that is not otherwise allowed pursuant to Table 5.02-1 (Land Use Matrix) of this Division, or has been allowed by the Zoning Administrator following a request for a use determination pursuant to Section 1.02.010 (Interpretations and Land Use Determinations) of this Development Code, shall be expressly prohibited.

5.02.010: Allowed Land Uses, Activities and Facilities

A. Land Use Matrix (Table 5.02-1) Symbols. Land and facilities thereon shall only be developed, divided and/or used for those activities listed in Table 5.02-1 (Land Use Matrix) of this Division. The symbols shown in the Land Use Matrix shall have the following meanings:

1. "**P**" (permitted) shall mean the land use, activity, or facility within the specified zoning district is permitted by right of being in the proper zoning district, and is subject to each Development Code provision applicable to the specified zoning district and the standards for specific uses, activities, and facilities contained in Division 5.03 (Supplemental Land Use Regulations) of this Development Code.

2. "**C**" (conditionally permitted) shall mean the land use, activity, or facility within the specified zoning district is subject to the granting of a Conditional Use Permit pursuant to Section 4.02.025 (Conditional Use Permits) of this Development Code, and is subject to each Development Code provision applicable to the specified zoning district and the standards for specific uses, activities, and facilities contained in Division 5.03 (Standards For Specific Uses, Activities and Facilities).

3. "**A**" (administratively permitted) shall mean the land use, activity, or facility within the specified zoning district is subject to the granting of an Administrative Use Permit pursuant to Section 4.03.015 (Administrative Use Permits) of this Development Code, and is subject to Development Code provisions applicable to the specified zoning district and the standards for specific uses, activities and facilities contained in Division 5.03 (Standards For Specific Uses, Activities and Facilities).

4. **"---"** (prohibited) shall mean the land use, activity, or facility within the specified zoning district is expressly prohibited and shall not be allowed within the specified zoning district unless changed by Development Code Amendment.

B. Consistency with the Policy Plan (General Plan) Component of The Ontario Plan. No land use, activity or facility shall be permitted that is inconsistent with the objectives, polices, general land uses and programs specified in Policy Plan (General Plan) component of The Ontario Plan. A land use is consistent with The Ontario Plan if considering all of its aspects, it is found to further the objectives and policies of The Ontario Plan.

C. Table 5.02-1 (Land Use Matrix) Organization. The land uses addressed in Table 5.02-1 (Land Use Matrix) are organized as follows:

NAICS Codes	Land Uses, Activities and Facilities
	Residential
	Mixed Use
11	Commercial Agriculture
21	Mining, Quarrying, and Oil and Gas Extraction
22	Utilities
23	Construction
31-33	Manufacturing
42	Wholesale Trade
44-45	Retail Trade
48-49	Transportation and Warehousing
51	Information
52	Finance and Insurance
53	Real Estate, Rental and Leasing
54	Professional, Scientific and Technical Services
55	Management of Companies and Enterprises
56	Administrative and Support, and Waste Management and Remediation Services
61	Education Services
62	Health Care and Social Assistance
71	Arts, Entertainment and Recreation
72	Accommodation and Food Services
81	Other Services (except Public Administration)
92	Public Administration
	Temporary and Interim Land Uses, Buildings and Structures

Table 5.02-1: Land Use Matrix

2022 NAICS Code	Land Uses, Activities, and Facilities *Note: In addition to the requirements of this Table, properties located within the Airport Influence Area (AIA) established by the LA/Ontario International Airport Land Use Compatibility Plan (ALUCP) shall be subject to the land use requirements and standards of the ALUCP.*	Residential Zoning Districts				Commercial Zoning Districts							Mixed Use Zoning Districts											Industrial Zoning Districts					Specialized Use and Overlay Zoning Districts								Additional Regulations
													MU-1 Zoning District																							
		AR-2 & RE-2	RE-4 & LDR-5	MDR-11, 18 & 25	HDR-45	CS	CN	CC	CR	CCS	OL	OH	LUA-1	LUA-2N	LUA-2S	LUA-3	LUA-4	MU-3	MU-6	MU-8B	MU-8C	MU-8D	MU-8E	BP	IP	IL	IG	IH	AG	CIV	MHP	ONT	OS-C	OS-R	RC	UC	
	RESIDENTIAL																																			
	Animal Keeping (as an accessory use)																																			
	Birds																																			
	• *Fewer than 25 birds*	P	P	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	---	---	---	---	---	---	---	See residential animal keeping standards contained in Section 5.03.410 (Urban Agriculture).
	• *25 to 100 birds*	C	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	---	---	---	---	---	---	---	
	• *More than 100 birds*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	---	---	---	---	---	---	---	
	Cattle & Buffalo	P	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	---	---	---	---	---	---	---	
	Exotic Pets	C	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	---	---	---	---	---	---	---	
	Horses	P	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	---	---	---	---	---	---	---	
	Household Pets (limited to any combination of dogs, cats, potbellied pigs, rabbits, chinchillas, and other small, domesticated animals that are maintained for non-breeding purposes only)																																			
	• *4 or fewer pets*	P	P	P	P	---	---	---	---	---	---	---	P	P	P	P	P	P	P	P	P	P	P	---	---	---	---	---	P	---	P	---	---	---	---	---	See residential animal keeping standards contained in Section 5.03.410 (Urban Agriculture).
	• *5 to 8 pets*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	---	---	---	---	---	---	---	
	• *More than 8 pets*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
	Llamas, Alpacas, Burros, Donkeys, and Mules	P	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	---	---	---	---	---	---	---	
	Ostriches, Emus, and Rheas	P	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	---	---	---	---	---	---	---	
	Poultry and Fowl	P	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	---	---	---	---	---	---	---	
	Rabbits and Chinchillas	P	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	---	---	---	---	---	---	---	
	Swine	P	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	---	---	---	---	---	---	---	
	Sheep, Goats, and Similar Livestock	P	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	---	---	---	---	---	---	---	
	Caretaker Quarters (excludes Caretaker Quarters established in conjunction with Self-Storage Facilities (NAICS 493190))	---	---	---	---	---	C	C	C	C	---	C	---	---	---	---	---	---	---	---	---	---	---	C	---	C	C	C	P	---	---	---	---	---	---	---	
	Community Gardens, Urban Farms, and Related Uses	A	A	A	A	A	A	A	A	A	A	A	**A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	---	A	A	---	A	See community garden and urban farms standards contained in Section 5.03.410 (Urban Agriculture). ** Use shall be prohibited on property located along the Euclid Avenue Protection Corridor (refer to Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map) for locations.
	Employee (Farmworker) Housing																																			
	6 or Fewer Beds	P	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	See Section 5.03.177 (Employee (Farmworker) Housing).
	7 – 36 Beds	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	---	---	---	---	---	---	---	
	Home Occupations	A	A	A	A	---	---	---	---	---	---	---	A	A	A	A	A	A	A	A	A	A	A	---	---	---	---	---	A	---	A	---	---	---	---	---	See Section 5.03.240 (Home Occupations).
	Mobilehome Parks	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	---	---	---	---	---	See Section 5.03.295 (Mobilehome Parks).

Table 5.02-1: Land Use Matrix

2022 NAICS Code	Land Uses, Activities, and Facilities *Note: In addition to the requirements of this Table, properties located within the Airport Influence Area (AIA) established by the LA/Ontario International Airport Land Use Compatibility Plan (ALUCP) shall be subject to the land use requirements and standards of the ALUCP.*	Residential Zoning Districts				Commercial Zoning Districts							Mixed Use Zoning Districts											Industrial Zoning Districts					Specialized Use and Overlay Zoning Districts								Additional Regulations
													MU-1 Zoning District																							
		AR-2 & RE-2	RE-4 & LDR-5	MDR-11, 18 & 25	HDR-45	CS	CN	CC	CR	CCS	OL	OH	LUA-1	LUA-2N	LUA-2S	LUA-3	LUA-4	MU-3	MU-6	MU-8B	MU-8C	MU-8D	MU-8E	BP	IP	IL	IG	IH	AG	CIV	MHP	ONT	OS-C	OS-R	RC	UC	
	Residential Development Projects																																			
	Accessory Residential Structures (structures that are incidental to a primary single-family dwelling)																																			
	Accessory Dwelling Units	P	P	P	P	---	---	---	---	---	---	---	P	P	P	P	P	P	P	P	P	---	P	---	---	---	---	---	P	---	---	---	---	---	---	---	See Section 5.03.010 (Accessory Dwelling Units).
	Accessory Residential Structures (includes guesthouses, pool houses, freestanding recreation rooms, garages, carports, garden and tool sheds, and other ancillary buildings and structures determined appropriate by the Planning Director)	P	P	P	P	---	---	---	---	---	---	---	P	P	---	P	---	P	P	P	P	P	P	---	---	---	---	---	P	---	P	---	---	---	---	---	See Subsection B (Accessory Residential Structures) of Section 5.03.011.
	Multiple-Family Dwellings	---	---	P	P	---	---	---	---	---	---	---	P	P	---	P	P	P	P	P	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	---	See Table 6.01-3 (Multiple-Family Residential Development Standards).
	Single-Family Dwellings																																			
	• *Traditional Single-Family Residential Subdivisions*	P	P	P	P	---	---	---	---	---	---	---	P	---	---	P	---	---	---	---	---	---	---	---	---	---	---	---	P	---	---	---	---	---	---	---	See Section 5.03.365 (Single-Family Dwellings); See Table 6.01-1 (Traditional Single-Family Development Standards).
	• *Small Lot Traditional Single-Family Residential Subdivisions*	---	P	P	P	---	---	---	---	---	---	---	P	---	---	P	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	See Section 5.03.365 (Single-Family Dwellings); See Table 6.01-2A (Small Lot Traditional Residential Development Standards).
	• *Small Lot Alley-Loaded Single-Family Residential Subdivisions*	---	---	P	P	---	---	---	---	---	---	---	P	---	---	P	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	See Section 5.03.365 (Single-Family Dwellings); See Table 6.01-2B (Small Lot Alley-Loaded Residential Development Standards).
	• *Cluster Single-Family Residential Subdivisions*	---	---	P	P	---	---	---	---	---	---	---	P	---	---	P	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	See Section 5.03.365 (Single-Family Dwellings); See Table 6.01-2C (Cluster Single-Family Residential Development Standards).
	Small Lot Infill Subdivisions	---	---	P	P	---	---	---	---	---	---	---	P	P	---	P	---	---	P	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	See Section 6.01.010.F (Small Lot Infill Subdivisions).
	Senior Citizen Housing Developments	---	---	P	P	---	C	C	---	---	---	---	P	---	---	P	P	---	C	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	See Section 5.03.360 (Senior Citizen Housing Developments).
	Single Room Occupancy (SRO) Facilities	---	---	---	C	---	---	C	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	See Section 5.03.370 (Single Room Occupancy (SRO) Facilities).
	Supportive Housing	P	P	P	P	---	C	C	---	---	---	---	C	C	C	C	C	C	C	C	C	C	C	---	---	P	C	---	---	C	C	---	---	---	---	---	See Section 5.03.405 (Transitional Shelters and Supportive Housing).
	MIXED USES																																			
	Nonresidential Mixed-Use Developments (development projects containing a mix of commercial and light industrial uses in the same building or on the same site)	---	---	---	---	---	---	---	---	---	---	---	---	---	P	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	See Section 5.03.285 (Mixed-Use Developments).
	Residential Mixed-Use Developments (development projects containing a mix of commercial and residential uses in the same building or on the same site)	---	---	---	---	---	C	C	---	---	---	---	P	P	P	P	P	P	P	P	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	---	See Section 5.03.285 (Mixed-Use Developments).
	Work/Live Units	---	---	---	---	---	---	---	---	---	---	---	C	C	C	---	---	---	C	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	See Section 5.03.425 (Work/Live Units).

Table 5.02-1: Land Use Matrix

2022 NAICS Code	Land Uses, Activities, and Facilities *Note: In addition to the requirements of this Table, properties located within the Airport Influence Area (AIA) established by the LA/Ontario International Airport Land Use Compatibility Plan (ALUCP) shall be subject to the land use requirements and standards of the ALUCP.*	Residential Zoning Districts				Commercial Zoning Districts							Mixed Use Zoning Districts											Industrial Zoning Districts					Specialized Use and Overlay Zoning Districts								Additional Regulations
													MU-1 Zoning District																							
		AR-2 & RE-2	RE-4 & LDR-5	MDR-11, 18 & 25	HDR-45	CS	CN	CC	CR	CCS	OL	OH	LUA-1	LUA-2N	LUA-2S	LUA-3	LUA-4	MU-3	MU-6	MU-8B	MU-8C	MU-8D	MU-8E	BP	IP	IL	IG	IH	AG	CIV	MHP	ONT	OS-C	OS-R	RC	UC	
11	**COMMERCIAL AGRICULTURE**																																			
111	**Commercial Crop Production and Farming** (except community gardens, urban farms, and marijuana cultivation)	**C**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	**P**	**P**	**P**	**P**	---	---	**P**	**P**	**P**	**P**	**P**	See Section 5.03.410 (Urban Agriculture). ** Use shall be prohibited on the ground/first floor of buildings located along the Euclid Avenue Protection Corridor (refer to Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map) for locations.
	• *Community Gardens*	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	---	---	**A**	**A**	**A**	---	**A**	**A**	**A**	**A**	
	• *Urban Farms*	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	---	---	**A**	**A**	**A**	**A**	
	• *Marijuana Cultivation*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	See OMC Title 6, Chapter 18 for Marijuana Cultivation for Personal Use.
112	**Commercial Animal Production and Aquaculture**																																			
1121	**Cattle Ranching and Farming**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	**C**	---	---	---	---	---	---	---	See Commercial Animal Production Standards contained in Section 5.03.410 (Urban Agriculture).
1122	**Hog and Pig Farming**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
1123	**Poultry and Egg Production**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
1124	**Sheep and Goat Farming**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	**C**	---	---	---	---	---	---	---	
1125	**Aquaculture** *(includes the cultivation of freshwater and saltwater fish, crustaceans, mollusks, aquatic plants, algae, and other organisms)*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
1129	**Other Animal Production**																																			
112910	*Apiculture (beekeeping and production)*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	**P**	---	---	**P**	---	---	---	**P**	See Commercial Animal Production Standards contained in Section 5.03.410 (Urban Agriculture).
112920	*Horses and Other Equine Production*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	**C**	---	---	---	---	---	---	---	
112930	*Fur-Bearing Animal Production (limited to rabbits, chinchillas, and other similar small, fur-bearing animals)*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	**C**	---	---	---	---	---	---	---	
112990	*All Other Animal Production, limited to the following:*																																			
	• *Kennels and Catteries (includes animals owned by the owner or occupant of the property, and those kept and/or boarded for remuneration)*																																			
	[1] *Fewer than 8 animals*	**P**	---	---	---	---	---	**P**	**P**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	**P**	**P**	---	**P**	---	---	---	---	---	---	---	See Commercial Animal Production Standards contained in Section 5.03.410 (Urban Agriculture) and OMC Section 6-1.224 through Section 6-1.228 regarding commercial kennel licensing.
	[2] *8 or more animals*	---	---	---	---	---	---	**C**	**C**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	**C**	**P**	---	**C**	---	---	---	---	---	---	---	
	• *Alpaca and Llama Farming*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	**C**	---	---	---	---	---	---	---	See Commercial Animal Production Standards contained in Section 5.03.410 (Urban Agriculture).
	• *Aviaries*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	**C**	---	---	---	---	---	---	---	
	• *Ostrich, Emu, and Rhea Farming*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	**C**	---	---	---	---	---	---	---	
115	**Support Activities for Agriculture**																																			
115111 115112 115113 115114 115115 115116	*Support Activities for Crop Production (includes cotton ginning; soil preparation, planting and cultivating; crop harvesting; postharvest crop activities; farm labor contractors and crew leaders; and farm management services)*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	**P**	---	---	---	---	---	---	---	

Table 5.02-1: Land Use Matrix

2022 NAICS Code	Land Uses, Activities, and Facilities Note: In addition to the requirements of this Table, properties located within the Airport Influence Area (AIA) established by the LA/Ontario International Airport Land Use Compatibility Plan (ALUCP) shall be subject to the land use requirements and standards of the ALUCP.	Residential Zoning Districts				Commercial Zoning Districts							Mixed Use Zoning Districts											Industrial Zoning Districts					Specialized Use and Overlay Zoning Districts								Additional Regulations
													MU-1 Zoning District																							
		AR-2 & RE-2	RE-4 & LDR-5	MDR-11, 18 & 25	HDR-45	CS	CN	CC	CR	CCS	OL	OH	LUA-1	LUA-2N	LUA-2S	LUA-3	LUA-4	MU-3	MU-6	MU-8B	MU-8C	MU-8D	MU-8E	BP	IP	IL	IG	IH	AG	CIV	MHP	ONT	OS-C	OS-R	RC	UC	
115210	*Support Activities for Animal Production*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	---	---	---	---	---	---	---	
21	**MINING, QUARRYING, AND OIL AND GAS EXTRACTION**																																			
211	**Oil and Gas Extraction**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
212	**Mining** (except oil and gas)	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
213	**Support Activities for Mining**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
22	**UTILITIES**																																			
221	**Utilities**																																			
2211	**Electric Power Generation, Transmission and Distribution**																																			
221111	*Hydroelectric Power Generation*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	---	---	---	---	---	---	---	---	
221112	*Fossil Fuel Electric Power Generation*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	C	---	---	---	C	---	---	---	---	
221113	*Nuclear Electric Power Generation*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
221114, 221115	*Solar and Wind Electric Power Generation*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	---	P	---	---	---	---	---	C	See Section 5.03.160 (Electric Power Generation, Solar and Wind).
221116, 221117, 221118	*Geothermal, Biomass, and All Other Electric Power Generation (excepting solar and wind electric power generation)*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	---	---	---	---	---	---	---	---	
221121 221122	*Electric Power Transmission, Control and Distribution (includes power transmission and control, and power distribution)*	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	---	C	C	P	C	C	C	C	
23	**CONSTRUCTION**																																			
236, 237, 238	**Contractors** (limited to businesses whose primary activity is performing specific activities involved in building construction, engineering and capital improvement projects, or the preparation of sites for construction)																																			
	• *Completely within a Building*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	P	P	---	---	---	P	---	---	---	---	
	• *With Outdoor Storage (screened from public view)*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	C	P	P	---	---	---	---	---	---	---	---	See Section 6.02.025.A.2 (Screening of Outdoor Loading and Storage Areas, and Loading Doors).
31-33	**MANUFACTURING**																																			
***	**Boutique/Artisan Small-Scale and Micro Manufacturing Facilities** (includes all types of small-scale businesses that produce tangible goods, such as but not limited to: textiles, hardware and hardware prototyping, woodworking, metal working, 3D printing, consumer product design and prototyping, nonalcoholic beverage production, local food production and packaging, soaps, perfumes and lotions. Businesses may provide products directly to the consumer and/or to other businesses)	---	---	---	---	---	---	---	---	---	---	---	P	P	P	---	---	---	---	---	---	---	---	P	P	P	---	---	---	---	---	---	---	---	---	---	*** NAICS number shall be established based upon the primary manufacturing land use type. See Section 5.03.037 (Artisan Small-Scale and Micro Manufacturing Facilities).
311	**Food Manufacturing**																																			
3111	**Animal Food Manufacturing**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	---	---	---	---	---	---	---	---	
3112	**Grain and Oilseed Milling**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	---	---	---	---	---	---	---	---	

Table 5.02-1: Land Use Matrix

2022 NAICS Code	Land Uses, Activities, and Facilities *Note: In addition to the requirements of this Table, properties located within the Airport Influence Area (AIA) established by the LA/Ontario International Airport Land Use Compatibility Plan (ALUCP) shall be subject to the land use requirements and standards of the ALUCP.*	Residential Zoning Districts				Commercial Zoning Districts							Mixed Use Zoning Districts											Industrial Zoning Districts					Specialized Use and Overlay Zoning Districts								Additional Regulations
													MU-1 Zoning District																							
		AR-2 & RE-2	RE-4 & LDR-5	MDR-11, 18 & 25	HDR-45	CS	CN	CC	CR	CCS	OL	OH	LUA-1	LUA-2N	LUA-2S	LUA-3	LUA-4	MU-3	MU-6	MU-8B	MU-8C	MU-8D	MU-8E	BP	IP	IL	IG	IH	AG	CIV	MHP	ONT	OS-C	OS-R	RC	UC	
3113	**Sugar and Confectionery Product Manufacturing**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	---	---	---	---	---	---	---	---	
3114	**Fruit and Vegetable Preserving and Specialty Food Manufacturing**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	---	---	---	---	---	---	---	---	
3115	**Dairy Product Manufacturing**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	---	---	---	---	---	---	---	---	
3116	**Animal Slaughtering and Processing**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
3117	**Seafood Product Preparation and Packaging**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	---	---	---	---	---	---	---	---	
3118	**Bread and Tortilla Manufacturing**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	P	---	---	---	---	---	---	---	---	See Section 5.03.085 (Bread and Tortilla Manufacturing).
3119	**Other Food Manufacturing** (including snack foods, roasted nuts and peanut butter, coffee and tea, flavoring syrup and concentrate, seasoning and dressing, spice and extract, and all other miscellaneous food manufacturing)	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	P	P	---	---	---	---	---	---	---	---	See Section 5.03.190 (Food Manufacturing, Other).
312	**Beverage and Tobacco Product Manufacturing**																																				
312111 312112 312113	**Beverage Manufacturing** (including soft drink, bottled water and ice manufacturing; however, excludes alcoholic beverage manufacturing)	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	---	---	---	---	---	---	---	---	
312120 312130 312140	**Alcoholic Beverage Manufacturing** (including breweries, wineries and distilleries, and related tasting rooms)																																				
	• *GFA less than 10,000 SF*	---	---	---	---	---	---	C	C	C	---	---	A	A	A	A	---	---	---	---	---	---	---	P	P	P	P	P	---	---	---	---	---	---	---	---	See Section 5.03.023 (Alcoholic Beverage Manufacturing).
	• *GFA 10,000 or More SF*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	---	---	---	---	---	---	---	---	
3122	**Tobacco Products Manufacturing**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	---	---	---	---	---	---	---	---	
313	**Textile Mills** (transforms basic fiber into fabric)	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	---	---	---	---	---	---	---	---	---	
314	**Textile Product Mills** (transforms fabric into product, except apparel)	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	P	---	---	---	---	---	---	---	---	
315	**Apparel Manufacturing**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	P	P	---	---	---	---	---	---	---	---	See Section 5.03.035 (Apparel Manufacturing).
316	**Leather and Allied Product Manufacturing**																																				
3161	**Leather and Hide Tanning and Finishing**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
3162	**Footwear Manufacturing**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	P	P	---	---	---	---	---	---	---	---	See Section 5.03.195 (Footwear Manufacturing).
3169	**Other Leather and Allied Product Manufacturing** (limited to manufacturing of luggage, handbags, purses, personal leather goods and other leather products)	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	P	P	---	---	---	---	---	---	---	---	See Section 5.03.255 (Leather and Allied Product Manufacturing, Other).
321	**Wood Product Manufacturing**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	---	---	---	---	---	---	---	---	
322	**Paper Manufacturing**																																				
3221	**Pulp, Paper, and Paperboard Mills**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	---	---	---	---	---	---	---	---	
3222	**Converted Paper Product Manufacturing**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	P	P	---	---	---	---	---	---	---	---	
323	**Printing and Related Support Activities**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	P	P	---	---	---	---	---	---	---	---	
324	**Petroleum and Coal Products Manufacturing**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	C	---	---	---	---	---	---	---	---	

Table 5.02-1: Land Use Matrix

2022 NAICS Code	Land Uses, Activities, and Facilities Note: In addition to the requirements of this Table, properties located within the Airport Influence Area (AIA) established by the LA/Ontario International Airport Land Use Compatibility Plan (ALUCP) shall be subject to the land use requirements and standards of the ALUCP.	Residential Zoning Districts				Commercial Zoning Districts							Mixed Use Zoning Districts											Industrial Zoning Districts					Specialized Use and Overlay Zoning Districts								Additional Regulations
													MU-1 Zoning District																							
		AR-2 & RE-2	RE-4 & LDR-5	MDR-11, 18 & 25	HDR-45	CS	CN	CC	CR	CCS	OL	OH	LUA-1	LUA-2N	LUA-2S	LUA-3	LUA-4	MU-3	MU-6	MU-8B	MU-8C	MU-8D	MU-8E	BP	IP	IL	IG	IH	AG	CIV	MHP	ONT	OS-C	OS-R	RC	UC	
325	**Chemical Manufacturing**																																			
3251	**Basic Chemical Manufacturing**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	C	---	---	---	---	---	---	---	---	
3252	**Resin, Synthetic Rubber, and Artificial Synthetic Fibers and Filaments Manufacturing**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	---	---	---	---	---	---	---	---	
3253	**Pesticide, Fertilizer, and Other Agricultural Chemical Manufacturing**																																			
325311	*Fertilizer Manufacturing with on-site composting*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	---	---	---	---	---	---	---	See Section 5.03.187 (Fertilizer Manufacturing from Manure Operations (FMMO)); and Section 5.03.415 (Waste Treatment and Disposal—Composting and Anaerobic Digestion Facilities).
325314	*Fertilizer Manufacturing without on-site composting (limited to mixing of purchased materials)*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	C	---	---	---	---	---	---	
325320	*Pesticide and Other Agricultural Chemical Manufacturing*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	---	---	---	---	---	---	---	---	
3254	**Pharmaceutical and Medicine Manufacturing** (excludes biological product manufacturing—see NAICS 325414, below)	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	C	C	C	P	---	---	---	P	---	---	---	---	See Section 5.03.325 (Pharmaceutical and Medicine Manufacturing).
325414	*Biological Product (except diagnostic) manufacturing*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	C	---	---	---	---	---	---	---	---	
3255	**Paint, Coating, and Adhesive Manufacturing**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	C	---	---	---	---	---	---	---	---	
3256	**Soap, Cleaning Compound, and Toilet Preparation Manufacturing**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	C	P	P	---	---	---	---	---	---	---	---	See Section 5.03.375 (Soap, Cleaning Compound, and Toilet Preparation Manufacturing).
3259	**Other Chemical Product and Preparation Manufacturing**																																			
325910	*Printing Ink Manufacturing*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	---	---	---	---	---	---	---	---	
325920	*Explosives Manufacturing*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	---	---	---	---	---	---	---	---	
325991	*Custom Compounding of Purchased Resins*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	P	---	---	---	---	---	---	---	---	
325992	*Photographic Film, Paper, Plate, and Chemical Manufacturing*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	P	---	---	---	---	---	---	---	---	
325998	*All Other Miscellaneous Chemical Product and Preparation Manufacturing (such as: activated carbon and charcoal, antifreeze preparations, electronic cigarette vapor refills, industrial salt, lighter fluids (e.g., charcoal, cigarette), matches and matchbooks, pyrotechnics (e.g., flares, flashlight bombs, signals), sugar substitutes (i.e., synthetic sweeteners blended with other ingredients) made from purchased synthetic sweeteners, swimming pool chemical preparations, and writing inks)*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	P	---	---	---	---	---	---	---	---	
326	**Plastics and Rubber Products Manufacturing**																																			
3261	**Plastics Product Manufacturing**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	P	---	---	---	---	---	---	---	---	See Section 5.03.335 (Plastics Product Manufacturing).
3262	**Rubber Product Manufacturing**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	C	---	---	---	---	---	---	---	---	
327	**Nonmetallic Mineral Product Manufacturing** (except glass and glass product manufacturing)	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	---	---	---	---	---	---	---	---	

Table 5.02-1: Land Use Matrix

2022 NAICS Code	Land Uses, Activities, and Facilities Note: In addition to the requirements of this Table, properties located within the Airport Influence Area (AIA) established by the LA/Ontario International Airport Land Use Compatibility Plan (ALUCP) shall be subject to the land use requirements and standards of the ALUCP.	Residential Zoning Districts				Commercial Zoning Districts							Mixed Use Zoning Districts											Industrial Zoning Districts					Specialized Use and Overlay Zoning Districts								Additional Regulations
													MU-1 Zoning District																						
		AR-2 & RE-2	RE-4 & LDR-5	MDR-11, 18 & 25	HDR-45	CS	CN	CC	CR	CCS	OL	OH	LUA-1	LUA-2N	LUA-2S	LUA-3	LUA-4	MU-3	MU-6	MU-8B	MU-8C	MU-8D	MU-8E	BP	IP	IL	IG	IH	AG	CIV	MHP	ONT	OS-C	OS-R	RC	UC	
327211 327212 327213 327215	*Glass and Glass Product Manufacturing*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	P	---	---	---	---	---	---	---	---	
331	**Primary Metal Manufacturing**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	P	---	---	---	---	---	---	---	---	
332	**Fabricated Metal Product Manufacturing**																																			
3321	**Forging and Stamping**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	C	---	---	---	P	---	---	---	---	
3322	**Cutlery and Hand Tool Manufacturing**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	P	P	P	---	---	---	P	---	---	---	---	See Section 5.03.135 (Cutlery and Hand Tool Manufacturing).
3323	**Architectural and Structural Metals Manufacturing**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	P	P	---	---	---	P	---	---	---	---	
3324	**Boiler, Tank and Shipping Container Manufacturing**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	P	---	---	---	---	---	---	---	---	
3325	**Hardware Manufacturing**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	P	P	P	---	---	---	P	---	---	---	---	See Section 5.03.235 (Hardware Manufacturing).
3326	**Spring and Wire Product Manufacturing**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	P	P	P	---	---	---	---	---	---	---	---	See Section 5.03.385 (Spring and Wire Product Manufacturing).
3327	**Machine Shops, Turned Product, and Screw, Nut and Bolt Manufacturing**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	P	P	P	---	---	---	P	---	---	---	---	See Section 5.03.260 (Machine Shops, Turned Product, and Screw, Nut and Bolt Manufacturing).
3328	**Coating (e.g., anodizing, electroplating, etc.), Engraving, Heat Treating, and Allied Activities** (except painting, powder coating, and polishing metal and metal products for the trade)	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	---	---	---	---	P	---	---	---	---	
332812	*Painting, Powder Coating and Polishing Metal and Metal Products for the Trade*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	P	P	---	---	---	P	---	---	---	---	
3329	**Other Fabricated Metal Product Manufacturing**																																			
332911 332912 329913 332919	*Metal Valve Manufacturing*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	---	---	---	---	P	---	---	---	---	
332991	*Ball and Roller Bearing Manufacturing*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	---	---	---	P	---	---	---	---	
332992	*Small Arms Ammunition Manufacturing*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	C	---	---	---	---	---	---	---	---	---	
332993	*Ammunition (except Small Arms) Manufacturing*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	C	---	---	---	---	---	---	---	---	---	
332994	*Small Arms, Ordnance, and Ordnance Accessories Manufacturing, limited to the following:*																																			
	• *Small Arms Manufacturing*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	---	---	---	---	---	---	---	---	---	
	• Other Ordnance and Accessories Manufacturing	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	C	---	---	---	---	---	---	---	---	---	
332996	Fabricated Pipe and Pipe Fitting Manufacturing	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	---	---	---	---	---	---	---	---	---	

Table 5.02-1: Land Use Matrix

2022 NAICS Code	Land Uses, Activities, and Facilities *Note: In addition to the requirements of this Table, properties located within the Airport Influence Area (AIA) established by the LA/Ontario International Airport Land Use Compatibility Plan (ALUCP) shall be subject to the land use requirements and standards of the ALUCP.*	Residential Zoning Districts				Commercial Zoning Districts							Mixed Use Zoning Districts											Industrial Zoning Districts					Specialized Use and Overlay Zoning Districts								Additional Regulations
													MU-1 Zoning District																						
		AR-2 & RE-2	RE-4 & LDR-5	MDR-11, 18 & 25	HDR-45	CS	CN	CC	CR	CCS	OL	OH	LUA-1	LUA-2N	LUA-2S	LUA-3	LUA-4	MU-3	MU-6	MU-8B	MU-8C	MU-8D	MU-8E	BP	IP	IL	IG	IH	AG	CIV	MHP	ONT	OS-C	OS-R	RC	UC	
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing (such as: foil containers (except bags), industrial patterns, metal hair curlers, metal ironing boards, metal pallets, metal pipe hangers and supports, metal safes, metal vaults (except burial), permanent metallic magnets, portable metal ladders, sanitary ware (e.g., bathtubs, lavatories, sinks), metal and enameled metal, and steel wool)	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	C	P	P	---	---	---	---	---	---	---	---	See Section 5.03.185 (Fabricated Metal Product Manufacturing, All Other Miscellaneous).
333	**Machinery Manufacturing**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	P	P	---	---	---	P	---	---	---	---	
334	**Computer and Electronic Product Manufacturing**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	P	P	---	---	---	P	---	---	---	---	See Section 5.03.115 (Computer and Electronic Product Manufacturing).
335	**Electrical Equipment, Appliance, and Component Manufacturing**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	P	P	---	---	---	P	---	---	---	---	See Section 5.03.165 (Electrical Equipment, Appliance, and Component Manufacturing).
336	**Transportation Equipment Manufacturing**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	---	---	---	P	---	---	---	---	
337	**Furniture and Related Product Manufacturing**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	P	P	---	---	---	---	---	---	---	---	See Section 5.03.215 (Furniture and Related Product Manufacturing).
339	**Miscellaneous Manufacturing**																																				
3391, 3399	**Medical Equipment and Supplies; Jewelry and Silverware; Sporting and Athletic Goods; Dolls, Toys and Games; Office Supplies; Signs; and All Other Miscellaneous Manufacturing**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	P	P	---	---	---	---	---	---	---	---	See Section 5.03.265 (Manufacturing, Miscellaneous).
42	**WHOLESALE TRADE**																																				
423	**Merchant Wholesalers, Durable Goods**																																				
4231	**Motor Vehicles and Motor Vehicle Parts and Supplies**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	P	---	---	---	P	---	---	---	---	
4232	**Furniture and Home Furnishings**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	P	P	---	---	---	---	---	---	---	---	
4233	**Lumber and Other Construction Materials**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	---	---	---	---	---	---	---	---	
4234	**Professional and Commercial Equipment and Supplies**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	P	P	---	---	---	P	---	---	---	---	
4235	**Metals and Minerals (except Petroleum)**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	---	---	---	---	---	---	---	---	
4236	**Household Appliances, and Electrical and Electronic Goods**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	P	P	---	---	---	---	---	---	---	---	
4237	**Hardware and Plumbing, and Heating Equipment and Supplies**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	P	P	---	---	---	---	---	---	---	---	
4238	**Machinery, Equipment and Supplies**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	---	---	---	---	---	---	---	---	
4239	**Miscellaneous Durable Goods**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	P	---	---	---	---	---	---	---	---	
423910	*Sporting and Recreational Goods and Supplies*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	P	P	---	---	---	---	---	---	---	---	
423920	*Toy and Hobby Goods and Supplies*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	P	P	---	---	---	---	---	---	---	---	
423930	*Recyclable Materials (includes wholesale activity only; refer to NAICS 562920 (Material Recovery Facilities) for recovery/processing (recycling) activities)*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	C	C	P	---	---	---	---	---	---	---	---	
423940	*Jewelry, Watches, Precious Stones, and Precious Metals*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	P	P	---	---	---	---	---	---	---	---	

Table 5.02-1: Land Use Matrix

2022 NAICS Code	Land Uses, Activities, and Facilities Note: In addition to the requirements of this Table, properties located within the Airport Influence Area (AIA) established by the LA/Ontario International Airport Land Use Compatibility Plan (ALUCP) shall be subject to the land use requirements and standards of the ALUCP.	Residential Zoning Districts				Commercial Zoning Districts							Mixed Use Zoning Districts											Industrial Zoning Districts					Specialized Use and Overlay Zoning Districts								Additional Regulations
													MU-1 Zoning District																						
		AR-2 & RE-2	RE-4 & LDR-5	MDR-11, 18 & 25	HDR-45	CS	CN	CC	CR	CCS	OL	OH	LUA-1	LUA-2N	LUA-2S	LUA-3	LUA-4	MU-3	MU-6	MU-8B	MU-8C	MU-8D	MU-8E	BP	IP	IL	IG	IH	AG	CIV	MHP	ONT	OS-C	OS-R	RC	UC	
423990	*Other Miscellaneous Durable Goods, excepting ordnance and accessories (includes uses such as: firearms (except sporting), musical instruments, prerecorded audio and video tapes and discs, phonograph records, prerecorded compact discs (CDs) and digital video discs (DVDs), and timber and timber products (except lumber))*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	P	---	---	---	---	---	---	---	---	
424	**Merchant Wholesalers, Nondurable Goods** (excludes industrial gases, petroleum bulk stations and terminals, and fireworks and explosives merchant wholesalers)																																			
4241	**Paper and Paper Product Merchant Wholesalers**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	P	---	---	---	---	---	---	---	---	
4242	**Drugs and Druggists' Sundries Merchant Wholesalers**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	P	---	---	---	---	---	---	---	---	
4243	**Apparel, Piece Goods, and Notions Merchant Wholesalers**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	P	---	---	---	---	---	---	---	---	
4244	**Grocery and Related Product Merchant Wholesalers**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	P	---	---	---	---	---	---	---	---	
4245	**Farm Product Raw Materials Merchant Wholesalers**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	P	---	---	---	---	---	---	---	---	
4246	**Chemical and Allied Product Merchant Wholesalers**, except as listed below:	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	P	---	---	---	---	---	---	---	---	
424690	*Explosives and Fireworks*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	C	---	---	---	---	---	---	---	
424690	*Industrial Gases and Liquefied Gases (except petroleum gas)*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	C	---	---	---	---	---	---	---	
424690	*Welding Gases*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	C	---	---	---	---	---	---	---	
4247	**Petroleum and Petroleum Products Merchant Wholesalers**, as listed below:																																			
424710	*Petroleum Bulk Stations and Terminals*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	C	---	---	---	---	---	---	---	
424720	*Petroleum and Petroleum Products (except bulk stations and terminals)*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	C	---	---	---	---	---	---	---	
4248	**Beer, Wine, and Distilled Alcoholic Beverage Merchant Wholesalers**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	P	---	---	---	---	---	---	---	
4249	**Miscellaneous Nondurable Goods Merchant Wholesalers**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	P	---	---	---	---	---	---	---	
425	**Wholesale Trade Agents and Brokers**																																			
425120	*Automobile auctions (wholesale auctions only)*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	C	---	---	---	---	---	---	---	
425120	*Business to Business Electronic Markets (via internet or other electronic means)*	---	---	---	---	---	---	---	---	---	P	P	---	---	---	---	---	---	---	---	---	---	---	P	P	---	---	---	---	---	---	---	---	---	---	---	See Section 5.03.090 (Business to Business Electronic Markets).
425120	*Durable and Nondurable Goods Agents and Brokers (office only)*	---	---	---	---	---	---	---	---	---	P	P	---	---	---	---	---	---	---	---	---	---	---	P	P	---	---	---	---	---	---	---	---	---	---	---	See Section 5.03.155 (Durable and Nondurable Goods Agents and Brokers).
425120	*Group Purchasing Organizations (acting as agents for goods distribution)*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	P	P	---	---	---	---	---	---	---	---	
425120	*Petroleum Brokers (office only)*	---	---	---	---	---	---	---	---	---	P	P	---	---	---	---	---	---	---	---	---	---	---	P	P	---	---	---	---	---	---	---	---	---	---	---	

Table 5.02-1: Land Use Matrix

2022 NAICS Code	Land Uses, Activities, and Facilities *Note: In addition to the requirements of this Table, properties located within the Airport Influence Area (AIA) established by the LA/Ontario International Airport Land Use Compatibility Plan (ALUCP) shall be subject to the land use requirements and standards of the ALUCP.*	Residential Zoning Districts				Commercial Zoning Districts							Mixed Use Zoning Districts											Industrial Zoning Districts					Specialized Use and Overlay Zoning Districts								Additional Regulations
													MU-1 Zoning District																							
		AR-2 & RE-2	RE-4 & LDR-5	MDR-11, 18 & 25	HDR-45	CS	CN	CC	CR	CCS	OL	OH	LUA-1	LUA-2N	LUA-2S	LUA-3	LUA-4	MU-3	MU-6	MU-8B	MU-8C	MU-8D	MU-8E	BP	IP	IL	IG	IH	AG	CIV	MHP	ONT	OS-C	OS-R	RC	UC	
44-45	**RETAIL TRADE**																																			
441	**Motor Vehicle and Parts Dealers**																																			
4411	**Automobile Dealers**, limited to new and used automobiles, and light trucks and vans (includes vehicle sales, and ancillary motor vehicle repair and maintenance activities)																																			
441110	*New Vehicles*	---	---	---	---	---	---	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	---	---	---	---	---	---	---	---	---	---	---	See Section 5.03.040 (Automobile Dealers - New Vehicle Sales and Leasing, and Automobile Rental) and Section 5.03.305 (Motor Vehicle Dealers).
441120	*Used Vehicles*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	---	---	---	---	---	---	---	---	---	---	---	See Section 5.03.305 (Motor Vehicle Dealers).
4412	**Other Motor Vehicle Dealers**																																			
441210	*Recreational Vehicles*	---	---	---	---	---	---	C	C	C	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	---	---	---	---	---	---	---	---	---	---	---	See Section 5.03.305 (Motor Vehicle Dealers).
441222	*Boats*	---	---	---	---	---	---	C	C	C	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	---	---	---	---	---	---	---	---	---	---	---	
441227	*Motorcycles, Personal Watercraft, All Terrain Vehicles, and Other Similar Vehicles*	---	---	---	---	---	---	C	C	C	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	---	---	---	---	---	---	---	---	---	---	---	
4413	**Automotive Parts, Accessories and Tire Stores**																																			
441330	*Automotive Parts and Accessories (excludes automotive repair)*	---	---	---	---	---	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	---	---	---	---	---	---	---	---	---	---	---	---	
441340	*Tire Stores*	---	---	---	---	---	---	P	P	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	---	---	---	---	---	---	---	---	---	---	---	---	
444	**Building Materials, Garden Equipment and Supplies Stores**	---	---	---	---	---	---	P	P	---	---	---	---	---	---	P	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
445	**Food and Beverage Stores**																																			
4451	**Grocery and Convenience Stores**																																			
445110	*Supermarkets and Other Grocery Stores, Delicatessens (primarily retailing a range of grocery items and meats), Commissaries and Food Stores*	---	---	---	---	---	P	P	P	---	---	---	P	---	---	P	---	---	P	P	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	---	
445131	*Convenience Stores (limited to 10,000 SF maximum)*	---	---	---	---	P	P	P	P	P	---	P	P	P	P	P	---	P	P	P	P	P	P	P	---	---	---	---	---	---	---	---	P	---	---	---	---	
445132	*Vending Machine Operators (retailing of merchandise through vending machines, as an ancillary business activity, within a fully enclosed building)*	---	---	---	---	P	P	P	P	P	P	P	P	---	---	P	---	---	P	P	P	P	P	P	P	P	P	P	---	P	---	P	---	---	---	---	
4452	**Specialty Food Stores**																																			
445230 445240 445250 445291 445292 445298	*Confectionary and Baked Goods, Confectionary and Nut Stores, Dairy Products, Ice Cream, Meat, Seafood, Produce (except farmers markets and certified farmers' markets), Soft Drink, Tea and Coffee, Water Stores, and All Other Specialty Foods*	---	---	---	---	P	P	P	P	P	---	P	P	P	P	---	P	P	P	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	---	---	See Section 5.03.125 (Convenience Markets and Specialty Food Stores).
445230	*Farmers Markets and Certified Farmers Markets*	---	---	---	---	C	C	C	C	---	---	---	C	C	C	---	C	C	---	C	---	---	C	---	---	---	---	---	C	C	---	---	---	C	---	---	

Table 5.02-1: Land Use Matrix

2022 NAICS Code	Land Uses, Activities, and Facilities Note: In addition to the requirements of this Table, properties located within the Airport Influence Area (AIA) established by the LA/Ontario International Airport Land Use Compatibility Plan (ALUCP) shall be subject to the land use requirements and standards of the ALUCP.	Residential Zoning Districts				Commercial Zoning Districts							Mixed Use Zoning Districts											Industrial Zoning Districts					Specialized Use and Overlay Zoning Districts								Additional Regulations
													MU-1 Zoning District																							
		AR-2 & RE-2	RE-4 & LDR-5	MDR-11, 18 & 25	HDR-45	CS	CN	CC	CR	CCS	OL	OH	LUA-1	LUA-2N	LUA-2S	LUA-3	LUA-4	MU-3	MU-6	MU-8B	MU-8C	MU-8D	MU-8E	BP	IP	IL	IG	IH	AG	CIV	MHP	ONT	OS-C	OS-R	RC	UC	
4453	**Alcoholic Beverage Sales for Consumption Off-Premises**																																			
445320	*Alcoholic Beverage Sales for Consumption Off-Premises (except beer, wine, and liquor stores, see below)*	---	---	---	---	C	C	C	C	C	---	C	A	A	A	A	A	C	C	C	C	C	C	C	---	---	---	---	---	---	---	---	C	---	---	---	---	See Section 5.03.025 (Alcoholic Beverage Sales).
445320	*Beer, Wine, and Liquor Stores*	---	---	---	---	---	C	C	C	---	---	---	---	---	---	---	---	---	---	C	C	C	C	---	---	---	---	---	---	---	---	P	---	---	---	---	
449	**Furniture, Home Furnishings, Electronics, and Appliance Retailers**																																			
4491	**Furniture and Home Furnishings Stores**	---	---	---	---	---	P	P	P	---	---	---	P	---	---	P	---	---	P	P	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	---	---	See Section 5.03.210 (Furniture and Home Furnishings Stores).
4492	**Electronics and Appliance Stores**	---	---	---	---	---	P	P	P	---	---	---	P	---	---	P	---	---	P	P	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	---	---	See Section 5.03.175 (Electronics and Appliance Stores).
455	**General Merchandise Stores**																																			
4551	**Department Stores**	---	---	---	---	---	---	P	P	---	---	---	P	---	---	P	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
4552	**Warehouse Clubs, Supercenters, and Other General Merchandise Stores**																																			
455211	*Warehouse Clubs and Supercenters*	---	---	---	---	---	---	P	P	---	---	---	---	---	---	---	---	---	---	---	P	---	P	---	---	---	---	---	---	---	---	---	---	---	---	---	
455219	*All Other General Merchandise Stores (includes dollar stores, general merchandise catalog showrooms (except catalog mail order), general stores, general merchandise trading posts, home and automobile supply stores, and variety stores)*	---	---	---	---	---	P	P	P	---	---	---	P	---	---	P	---	---	P	P	P	P	P	---	---	---	---	---	---	---	---	P	---	---	---	---	
456	**Health and Personal Care Stores**																																			
456110	*Pharmacies and Drug Stores*	---	---	---	---	P	P	P	P	---	P	P	P	---	---	P	---	P	P	P	P	P	P	---	---	---	---	---	---	---	---	P	---	---	---	---	See Section 5.03.330 (Pharmacies and Drug Stores). See Section 5.03.150 (Drive-Thru Facilities) for the inclusion of drive-thru facilities.
	Marijuana Dispensaries	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	See Section 5.03.280 (Marijuana Dispensary).
456120	*Cosmetics, Beauty Supplies, and Perfume Stores*	---	---	---	---	P	P	P	P	---	---	---	P	---	---	P	---	P	P	P	P	P	P	---	---	---	---	---	---	---	---	P	---	---	---	---	
456130	*Optical Goods Stores*	---	---	---	---	P	P	P	P	---	---	P	P	---	---	P	---	P	P	P	P	P	P	---	---	---	---	---	---	---	---	P	---	---	---	---	
456191	*Food (Health) Supplement Stores*	---	---	---	---	---	P	P	P	---	---	---	P	---	---	P	---	P	P	P	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	---	
456199	*All Other Health and Personal Care Stores (such as: hearing aids, medical equipment and supplies, personal mobility scooters, and prosthetics)*	---	---	---	---	---	P	P	P	---	---	P	P	---	---	P	---	P	P	P	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	---	
457	**Gasoline Stations and Fuel Dealers**																																			
457110	*Gasoline Stations with Convenience Stores*	---	---	---	---	---	P	P	P	P	---	---	---	---	---	---	---	---	---	P	P	P	P	P	P	P	P	P	---	---	---	---	---	---	---	---	
457120	*Other Gasoline Stations, including Truck Stops*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	C	---	---	---	---	---	---	---	---	
457190	*Self-Serve and Full Service Gasoline Stations*	---	---	---	---	---	P	P	P	P	---	---	---	---	---	---	---	---	---	P	P	P	P	P	P	P	P	P	---	---	---	P	---	---	---	---	See Section 5.03.225 (Gasoline and Fueling Stations).
457190	*Automated Fueling Stations ("card lock" facilities)*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	C	P	P	---	---	---	P	---	---	---	---	See Section 5.03.225 (Gasoline and Fueling Stations).

Table 5.02-1: Land Use Matrix

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													MU-1 Zoning District																							
		AR-2 & RE-2	RE-4 & LDR-5	MDR-11, 18 & 25	HDR-45	CS	CN	CC	CR	CCS	OL	OH	LUA-1	LUA-2N	LUA-2S	LUA-3	LUA-4	MU-3	MU-6	MU-8B	MU-8C	MU-8D	MU-8E	BP	IP	IL	IG	IH	AG	CIV	MHP	ONT	OS-C	OS-R	RC	UC	
457210	*Fuel Dealers (limited to the direct selling of alternative fuels, bottled gas, firewood, fuel oil, jet fuel bulk stations, and liquefied petroleum gas (LPG))*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	P	---	---	---	P	---	---	---	---	
458	**Clothing, Clothing Accessories, Shoes, and Jewelry Stores**	---	---	---	---	C	P	P	P	---	---	---	P	P	P	P	---	P	P	P	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	---	
459	**Sporting Goods, Hobby, Book, and Musical Instrument Stores** (such as: sporting goods stores; hobby, toy, and game stores; sewing, needlework and piece goods (fabric and upholstery materials) stores; musical instrument and supplies stores; bookstores; and newsstands)	---	---	---	---	---	P	P	P	---	---	---	P	---	---	P	---	P	P	P	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	---	
4591	**Sporting Goods, Hobby, and Musical Instrument Stores**	---	---	---	---	---	P	P	P	---	---	---	P	---	---	P	---	P	P	P	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	---	
4592	**Book Stores and News Dealers**	---	---	---	---	---	P	P	P	---	---	---	P	---	---	P	---	P	P	P	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	---	
4593	**Florists**	---	---	---	---	P	P	P	P	P	---	P	P	P	P	P	---	P	P	P	P	P	P	---	---	---	---	---	---	---	---	P	---	---	---	---	
4594	**Office Supplies, Stationery, and Gift Stores**	---	---	---	---	C	P	P	P	P	---	P	P	P	---	P	---	P	P	P	P	P	P	---	---	---	---	---	---	---	---	P	---	---	---	---	
4595	**Used Merchandise Stores** (except motor vehicles), limited to the following:																																				
459510	*Antique, Vintage and Collectibles Shops*	---	---	---	---	---	P	P	P	---	---	P	P	P	P	P	---	P	P	P	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	---	
459510	*Consignment Shops*	---	---	---	---	---	P	P	P	---	---	---	P	P	P	P	---	---	P	P	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	---	
459510	*Flea Markets and Swap Meets (indoor only)*	---	---	---	---	---	---	C	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
459510	*Precious Metals, Gemstones, Jewelry, and Similar Merchandise (includes purchase of previously owned merchandise, such as "cash for gold" stores)*	---	---	---	---	---	---	C	C	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	---	---	---	---	
459510	*Personal Property Donation Bins*	---	---	---	---	---	C	C	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	See Section 5.03.320 (Personal Property Donation Bins).
459510	*Thrift and Secondhand Stores, and Used Goods Stores*	---	---	---	---	---	---	P	---	---	---	---	P	P	P	P	---	---	---	---	P	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	See Section 5.03.400 (Thrift and Secondhand Stores, and Used Goods Stores).
4599	**Other Miscellaneous Stores**																																				
459910	*Pet and Pet Supplies Stores*	---	---	---	---	---	P	P	P	---	---	---	P	---	---	P	---	---	P	P	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	---	
459920	*Art Dealers*	---	---	---	---	---	P	P	P	---	---	P	P	P	P	P	---	P	P	P	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	---	
459930	*Manufactured (Mobile) Home Dealers, limited to the following:*																																				
	• *Without Display of Homes*	---	---	---	---	---	---	P	P	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
	• *With Indoor Display of Homes (no outdoor display of homes permitted)*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	C	---	---	---	---	---	---	---	---	
459991	*Smoking/Vaping Retailers (includes cigar stores, cigarette stands, electronic cigarette stores, hookah supplies stores, smoking / vaping supplies stores, tobacco stores, and other similar facilities — In-store smoking and/or vaping shall be prohibited)*	---	---	---	---	---	P	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	See Section 5.03.245 (Hookah Establishments, Smoking / Vaping Lounges, and Smoking / Vaping Retailers).
459999	*All Other Miscellaneous Store Retailers, limited to the following:*																																				
	• *Art Supplies, Candles, Closet Organizers, Collectibles, Flowers, Home Security Equipment, Hot Tubs, Janitorial Supplies, Police Supplies, Religious Goods, Swimming Pool Supplies and Trophy Shops*	---	---	---	---	---	P	P	P	---	---	---	P	---	---	P	---	---	P	P	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	---	

Table 5.02-1: Land Use Matrix

2022 NAICS Code	Land Uses, Activities, and Facilities *Note: In addition to the requirements of this Table, properties located within the Airport Influence Area (AIA) established by the LA/Ontario International Airport Land Use Compatibility Plan (ALUCP) shall be subject to the land use requirements and standards of the ALUCP.*	Residential Zoning Districts				Commercial Zoning Districts							Mixed Use Zoning Districts											Industrial Zoning Districts					Specialized Use and Overlay Zoning Districts								Additional Regulations
													MU-1 Zoning District																							
		AR-2 & RE-2	RE-4 & LDR-5	MDR-11, 18 & 25	HDR-45	CS	CN	CC	CR	CCS	OL	OH	LUA-1	LUA-2N	LUA-2S	LUA-3	LUA-4	MU-3	MU-6	MU-8B	MU-8C	MU-8D	MU-8E	BP	IP	IL	IG	IH	AG	CIV	MHP	ONT	OS-C	OS-R	RC	UC	
	• *Auction Houses*	---	---	---	---	---	---	---	C	---	---	---	**C	---	---	C	---	---	---	---	---	---	---	C	C	C	---	---	---	---	---	---	---	---	---	---	** Use shall be prohibited on the ground/first floor of buildings located along the Euclid Avenue Protection Corridor (refer to Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map) for locations.
	• *Industrial Retail Sales (limited to the ancillary retail sales of goods and/or product either manufactured, warehoused, or wholesaled on-site)*																																			
	[1] *≤ 15% of Building GFA Area or 8,000 SF, whichever is less*	---	---	---	---	---	---	---	---	---	---	---	---	---	P	---	---	---	---	---	---	---	---	P	P	P	P	P	---	---	---	P	---	---	---	---	
	[2] *> 8,000 SF or 15% of Building GFA*	---	---	---	---	---	---	---	---	---	---	---	---	---	P	---	---	---	---	---	---	---	---	C	C	C	C	C	---	---	---	P	---	---	---	---	
48-49	**TRANSPORTATION AND WAREHOUSING**																																			
481	**Air Transportation**, limited to the following:																																			
481111 481112	*Scheduled Passenger Air Transportation and Scheduled Freight Air Transportation (Airport Facilities)*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	---	---	---	---	See Section 5.03.020 (Air Transportation).
481211 481212	*Nonscheduled Chartered Passenger Air Transportation and Nonscheduled Chartered Freight Air Transportation*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	---	---	---	---	
481219	*Other Nonscheduled Air Transportation (such as: aircraft charter services, aviation clubs, and privately-owned aircraft)*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	---	---	---	---	
481219	*Helipad/Heliport*	---	---	---	---	---	---	---	P	C	---	C	---	---	---	---	---	C	---	---	---	---	---	---	---	---	P	P	---	P	---	P	---	---	---	---	
482	**Rail Transportation**																																			
482111 482112	*Line-Haul, Short-Line and Beltline Railroads*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	---	---	P	---	
484	**Truck Transportation** (includes general and specialized freight trucking)	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	---	---	---	P	---	---	---	---	
485	**Transit and Ground Passenger Transportation**																																			
4851	**Urban Transit Systems** (includes public mixed-mode, commuter rail and bus transit passenger terminals and stations)	---	---	---	---	---	---	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P	C	C	C	C	
4853	**Taxi and Limousine Services**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	---	---	---	P	---	---	---	---	
4855	**Charter Bus Services**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	---	---	---	P	---	---	---	---	
4859	**Other Transit and Ground Passenger Transportation**																																			
485991	*Special Needs Transportation (such as: handicapped passenger transportation, paratransit transportation, pet transportation, senior citizen transportation, and special needs passenger transportation)*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	---	---	---	P	---	---	---	---	
485999	*Other Transit and Ground Passenger Transportation (such as: airport limousine and shuttle services, and carpool and vanpool operations)*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	---	---	---	P	---	---	---	---	
488	**Support Activities for Transportation**																																			
4881	**Support Activities for Air Transportation**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	---	---	---	---	
4882	**Support Activities for Rail Transportation** (includes servicing and maintenance facilities)	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	---	---	---	---	---	---	C	---	---	

Table 5.02-1: Land Use Matrix

2022 NAICS Code	Land Uses, Activities, and Facilities Note: In addition to the requirements of this Table, properties located within the Airport Influence Area (AIA) established by the LA/Ontario International Airport Land Use Compatibility Plan (ALUCP) shall be subject to the land use requirements and standards of the ALUCP.	Residential Zoning Districts				Commercial Zoning Districts							Mixed Use Zoning Districts											Industrial Zoning Districts					Specialized Use and Overlay Zoning Districts								Additional Regulations
													MU-1 Zoning District																						
		AR-2 & RE-2	RE-4 & LDR-5	MDR-11, 18 & 25	HDR-45	CS	CN	CC	CR	CCS	OL	OH	LUA-1	LUA-2N	LUA-2S	LUA-3	LUA-4	MU-3	MU-6	MU-8B	MU-8C	MU-8D	MU-8E	BP	IP	IL	IG	IH	AG	CIV	MHP	ONT	OS-C	OS-R	RC	UC	
488210	*Railroad Passenger Terminals (line-haul, short-line and belt-line railroads)*	---	---	---	---	---	---	---	---	---	---	---	---	P	P	---	---	---	---	---	---	---	---	---	---	C	C	C	---	P	---	P	---	---	P	---	
488210	*Railroad Equipment Maintenance Yards*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	---	---	C	---	
4884	**Support Activities for Road Transportation**																																				
488410	*Towing Services (see Motor Vehicle Storage (NAICS 493190) for vehicle storage requirements)*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	P	---	---	---	---	---	---	---	---	
488490	*Bus Passenger Terminals (independent)*	---	---	---	---	---	---	C	C	C	---	C	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	---	---	---	---	---	---	---	---	---	
4885	**Freight Transportation Arrangement** (limited to shipping agents and brokers)	---	---	---	---	---	---	---	---	P	P	P	---	---	---	---	---	---	---	---	---	---	---	P	P	P	P	P	---	---	---	---	---	---	---	---	See Section 5.03.200 (Freight Transportation Arrangement).
491	**Postal Service** (limited to US Postal Service and contract services. See "Private Mail Centers and Postal Services and Supplies" (NAICS 561431) for commercial mail services)	---	---	---	---	P	P	P	P	P	P	P	**P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	---	P	---	P	---	---	---	---	** Use shall be prohibited on the ground/first floor of buildings located along the Euclid Avenue Protection Corridor (refer to Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map) for locations.
492	**Couriers and Messengers**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	P	---	---	---	---	P	---	---	---	---	
493	**Warehousing and Storage**																																				
493110	*General Warehousing and Storage, limited to the following:*																																				
	• *Within a Wholly Enclosed Building*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	P	P	---	---	---	P	---	---	---	---	
	• *Outside Materials and Equipment Storage*																																				
	[1] *In conjunction with an allowed use*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	---	---	---	P	---	---	---	---	
	[2] *As a primary use of property*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	C	p	---	---	---	P	---	---	---	---	
493120	*Refrigerated Warehousing and Storage*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	P	---	---	---	P	---	---	---	---	
493190	*Other Warehousing and Storage, limited to the following:*																																				
	• *Bulk Petroleum Storage (tank farm)*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	---	---	---	---	---	---	---	---	
	• *Lumber Storage*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	---	---	---	---	---	---	---	---	
	• *Motor Vehicle Storage*																																				
	[1] *Indoor Vehicle Storage*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	P	P	---	---	---	P	---	---	---	---	See Section 5.03.310 (Motor Vehicle Storage Facilities).
	[2] *Outdoor Vehicle Storage*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	C	C	C	---	---	---	P	---	---	---	C	
51	**INFORMATION**																																				
512	**Motion Picture and Sound Recording Industries**																																				
5121	**Motion Picture and Video Industries**																																				
512110 512120	*Motion Picture and Video Production and Distribution*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	P	P	---	---	---	---	P	---	---	---	

Table 5.02-1: Land Use Matrix

2022 NAICS Code	Land Uses, Activities, and Facilities *Note: In addition to the requirements of this Table, properties located within the Airport Influence Area (AIA) established by the LA/Ontario International Airport Land Use Compatibility Plan (ALUCP) shall be subject to the land use requirements and standards of the ALUCP.*	Residential Zoning Districts				Commercial Zoning Districts							Mixed Use Zoning Districts											Industrial Zoning Districts					Specialized Use and Overlay Zoning Districts								Additional Regulations
													MU-1 Zoning District																							
		AR-2 & RE-2	RE-4 & LDR-5	MDR-11, 18 & 25	HDR-45	CS	CN	CC	CR	CCS	OL	OH	LUA-1	LUA-2N	LUA-2S	LUA-3	LUA-4	MU-3	MU-6	MU-8B	MU-8C	MU-8D	MU-8E	BP	IP	IL	IG	IH	AG	CIV	MHP	ONT	OS-C	OS-R	RC	UC	
512131	*Motion Picture and Video Exhibition (movie theaters, except drive-in theaters)*	---	---	---	---	---	---	C	P	P	P	---	**P	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	** Use shall be prohibited on the ground/first floor of buildings located along the Euclid Avenue Protection Corridor (refer to Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map) for locations.
512191	Teleproduction and Other Postproduction Services	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	---	P	P	---	P	P	P	P	P	P	---	---	---	---	---	---	---	---	
512199	Other Motion Picture and Video Industries (such as: booking agencies, film libraries, film laboratories and film restoration)	---	---	---	---	---	---	---	---	---	P	P	---	---	---	---	---	P	---	---	P	P	P	P	P	---	---	---	---	---	---	---	---	---	---	---	
5122	**Sound (Audio) Recording Facilities**	---	---	---	---	---	---	P	P	---	*P	*P	**P	P	P	P	---	*P	P	*P	*P	P	*P	P	P	P	P	*P	---	---	---	---	---	---	---	---	---	See Section 5.03.380 (Sound (Audio) Recording Facilities). * Only allowed incidental to a permitted or conditionally permitted land use. ** Use shall be prohibited on the ground/first floor of buildings located along the Euclid Avenue Protection Corridor (refer to Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map) for locations.
513	**Publishing Industries** (except Internet—see Other Information Services)																																			
5131	**Newspaper, Periodical, Book, and Directory Publishers**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	---	P	P	---	---	---	---	---	---	---	---	
5132	**Software Publishers**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	P	P	---	---	---	---	---	---	---	---	
516	**Broadcasting** (except Internet—see Other Information Services)																																			
516110 516120	*Radio Broadcast Studios/Stations*	---	---	---	---	---	C	P	P	---	---	P	**P	P	P	P	---	P	---	C	P	C	P	P	P	P	P	---	---	---	---	P	---	---	---	---	** Use shall be prohibited on the ground/first floor of buildings located along the Euclid Avenue Protection Corridor (refer to Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map) for locations.
516120	*Television Broadcast Studios/Stations*	---	---	---	---	---	C	P	P	---	---	P	**P	P	P	P	---	P	---	P	P	C	P	P	P	P	P	---	---	---	---	P	---	---	---	---	
517	**Telecommunications Facilities**																																			
517111	*Wired telecommunications Facilities*	C	C	C	C	C	P	P	P	P	P	P	**P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	C	P	P	---	P	P	P	P	See Section 5.03.420 (Wireless Telecommunications Facilities). ** Use shall be prohibited on the ground/first floor of buildings located along the Euclid Avenue Protection Corridor (refer to Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map) for locations.
517112	*Wireless Telecommunications Facilities*	P	P	P	P	P	P	P	P	P	P	P	**P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	C	P	P	P	P	P	P	P	
5174	**Satellite Telecommunications Facilities**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	C	C	C	---	---	---	P	---	---	---	---	
5178	**All Other Telecommunications** (includes telecommunications resellers, radar station operations, and satellite telemetry operations and tracking stations)	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	C	C	C	---	---	---	---	---	---	---	---	
518	**Data Processing, Hosting and Related Services**	---	---	---	---	---	---	---	---	---	P	P	---	---	---	---	---	---	---	---	---	---	---	P	P	P	P	P	---	---	---	P	---	---	---	---	See Section 5.03.140 (Data Processing, Hosting and Related Services).
519	**Libraries and Archives**																																			
519210	*Libraries and Archives*	C	C	C	C	C	P	P	P	P	P	P	**P	P	P	P	P	P	P	P	P	P	P	C	---	---	---	---	---	P	---	---	---	---	---	---	

Table 5.02-1: Land Use Matrix

2022 NAICS Code	Land Uses, Activities, and Facilities *Note: In addition to the requirements of this Table, properties located within the Airport Influence Area (AIA) established by the LA/Ontario International Airport Land Use Compatibility Plan (ALUCP) shall be subject to the land use requirements and standards of the ALUCP.*	Residential Zoning Districts				Commercial Zoning Districts							Mixed Use Zoning Districts											Industrial Zoning Districts					Specialized Use and Overlay Zoning Districts								Additional Regulations
													MU-1 Zoning District																							
		AR-2 & RE-2	RE-4 & LDR-5	MDR-11, 18 & 25	HDR-45	CS	CN	CC	CR	CCS	OL	OH	LUA-1	LUA-2N	LUA-2S	LUA-3	LUA-4	MU-3	MU-6	MU-8B	MU-8C	MU-8D	MU-8E	BP	IP	IL	IG	IH	AG	CIV	MHP	ONT	OS-C	OS-R	RC	UC	
52	**FINANCE AND INSURANCE**																																			
522	**Credit Intermediation and Related Activities**																																			
5221	**Depository Credit Intermediation** (limited to commercial banking, savings institutions, and credit unions)	---	---	---	---	---	P	P	P	P	P	P	**P	P	P	P	P	P	P	P	P	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	See Section 5.03.145 (Depository Credit Intermediation). See Section 5.03.150 (Drive-Thru Facilities) for the inclusion of drive-thru facilities. ** Use shall be prohibited on the ground/first floor of buildings located along the Euclid Avenue Protection Corridor (refer to Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map) for locations.
5222	**Nondepository Credit Intermediation** (such as: credit card issuing, sales financing, consumer and real estate lending, and secondary market financing, excluding pawn shops and pawn brokers)	---	---	---	---	---	---	P	P	---	P	P	---	---	---	P	P	P	P	P	P	---	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	
522299	*Pawnshops and Pawnbrokers*	---	---	---	---	---	---	C	C	---	---	---	**C	---	---	C	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	** Use shall be prohibited on the ground/first floor of buildings located along the Euclid Avenue Protection Corridor (refer to Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map) for locations.
5223	**Activities Related to Credit Intermediation**																																			
522310	*Mortgage and Nonmortgage Loan Brokers*	---	---	---	---	---	P	P	P	P	P	P	**P	P	P	P	---	P	P	P	P	---	P	P	---	---	---	---	---	---	---	---	---	---	---	---	** Use shall be prohibited on the ground/first floor of buildings located along the Euclid Avenue Protection Corridor (refer to Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map) for locations.
522320	*Financial Transactions Processing and Clearinghouse Activities*	---	---	---	---	---	---	P	P	---	---	P	**P	P	P	P	---	---	---	---	---	---	---	P	---	---	---	---	---	---	---	---	---	---	---	---	
522390	*Other Activities Related to Credit Intermediation (limited to check cashing, money order issuance, money transmission and payday advance services)*	---	---	---	---	---	---	P	P	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	See Section 5.03.130 (Credit Intermediation-Related Activities).
523, 524, 525	**Securities, Commodity Contracts, and Other Financial Investments; Insurance Carriers; and Related Activities, Funds, Trusts, and Other Financial Vehicles**	---	---	---	---	---	P	P	P	---	P	P	**P	P	P	P	---	P	P	P	P	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	** Use shall be prohibited on the ground/first floor of buildings located along the Euclid Avenue Protection Corridor (refer to Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map) for locations.
53	**REAL ESTATE RENTAL AND LEASING**																																			
531	**Real Estate**																																			
5311	**Real Estate Rental or Leasing**, except banquet halls	---	---	---	---	C	P	P	P	P	P	P	**P	P	---	P	---	P	P	P	P	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	** Use shall be prohibited on the ground/first floor of buildings located along the Euclid Avenue Protection Corridor (refer to Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map) for locations.
531120	*Banquet Halls (standalone facilities)*	---	---	---	---	---	C	C	---	---	---	---	---	---	---	---	---	C	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	See Section 5.03.067(Banquet Facilities - Historic Properties) for administratively permitted banquet facility uses located on historically designated properties.
531130	*Self-Storage Facilities*	---	---	---	---	---	C	C	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	P	---	---	---	---	---	---	---	---	---	See Section 5.03.355 (Self-Storage Facilities).

Table 5.02-1: Land Use Matrix

2022 NAICS Code	Land Uses, Activities, and Facilities *Note: In addition to the requirements of this Table, properties located within the Airport Influence Area (AIA) established by the LA/Ontario International Airport Land Use Compatibility Plan (ALUCP) shall be subject to the land use requirements and standards of the ALUCP.*	Residential Zoning Districts				Commercial Zoning Districts							Mixed Use Zoning Districts											Industrial Zoning Districts					Specialized Use and Overlay Zoning Districts								Additional Regulations
													MU-1 Zoning District																							
		AR-2 & RE-2	RE-4 & LDR-5	MDR-11, 18 & 25	HDR-45	CS	CN	CC	CR	CCS	OL	OH	LUA-1	LUA-2N	LUA-2S	LUA-3	LUA-4	MU-3	MU-6	MU-8B	MU-8C	MU-8D	MU-8E	BP	IP	IL	IG	IH	AG	CIV	MHP	ONT	OS-C	OS-R	RC	UC	
5312	**Real Estate Agents and Brokers**	---	---	---	---	C	P	P	P	---	P	P	**P	---	---	P	---	P	P	P	P	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	** Use shall be prohibited on the ground/first floor of buildings located along the Euclid Avenue Protection Corridor (refer to Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map) for locations.
5313	**Activities Related to Real Estate** (such as: escrow services, fiduciaries, listing services, property managers, and appraisers)	---	---	---	---	P	P	P	P	---	P	P	**P	---	---	P	---	P	P	P	P	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	
532	**Rental and Leasing Services**																																			
5321	**Automotive Equipment Rental and Leasing**																																			
53211	*Passenger Car Rental and Leasing*	---	---	---	---	---	---	C/P	C/P	C/P	---	---	---	---	---	---	---	---	C	---	C	C	C	C	C	---	---	---	---	---	---	---	---	---	---	---	See Section 5.03.040 (Automobile Dealers—New Vehicle Sales and Leasing, and Automobile Rental).
53212	*Truck, Utility Trailer, and Recreational Vehicle Rental and Leasing*	---	---	---	---	---	---	C	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	C	C	P	P	---	---	---	P	---	---	---	---	
5322	**Consumer Goods Rental** (limited to rental of consumer electronics and appliances, costumes, formal wear, furniture rental, home health equipment, musical instrument rental, party and banquet accessories, recreational goods, and video tapes and discs)	---	---	---	---	---	---	P	P	---	---	---	**P	---	---	P	---	---	P	P	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	---	See Section 5.03.120 (Consumer Goods Rental). ** Use shall be prohibited on the ground/first floor of buildings located along the Euclid Avenue Protection Corridor (refer to Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map) for locations.
5323	**General Rental Centers** (limited to home and garden tool and equipment rental)	---	---	---	---	---	---	P	P	---	---	---	---	---	---	---	---	---	P	---	P	P	P	P	P	---	---	---	---	---	---	---	---	---	---	See Section 5.03.230 (General Rental Centers).
5324	**Commercial and Industrial Machinery and Equipment Rental and Leasing**	---	---	---	---	---	---	C	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	C	C	P	---	---	---	---	---	---	---	---	
54	**PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES**																																			
541	**Professional, Scientific, and Technical Services, except Scientific Research and Development Services, and Veterinary and Animal Hospital Services** (such as legal, accounting, tax preparation, bookkeeping, payroll, architecture, engineering, and specialized design services; systems design; management, scientific, and technical consulting services; and advertising and public relations services)	---	---	---	---	---	---	P	P	P	P	P	**P	---	---	P	---	---	P	---	P	P	P	P	P	---	---	---	---	---	---	---	---	---	---	---	** Use shall be prohibited on the ground/first floor of buildings located along the Euclid Avenue Protection Corridor (refer to Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map) for locations.
5417	**Scientific Research and Development Services**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	P	P	---	---	---	P	---	---	---	---	
5419	**Other Professional, Scientific, and Technical Services** (except veterinary and animal hospital services)	---	---	---	---	---	P	P	---	P	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	---	---	---	---	---	---	P	---	---	---	---	
541940	*Veterinary and Animal Hospital Services*	---	---	---	---	---	P	P	---	---	---	---	---	---	---	P	---	---	P	P	P	P	P	P	P	---	---	---	C	---	---	---	---	---	---	---	
55	**MANAGEMENT OF COMPANIES AND ENTERPRISES**																																			
551	**Management of Companies and Enterprises** (limited to offices of holding companies, and corporate, subsidiary, and regional managing offices)	---	---	---	---	---	P	P	P	P	P	P	**P	---	---	P	---	P	P	P	P	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	** Use shall be prohibited on the ground/first floor of buildings located along the Euclid Avenue Protection Corridor (refer to Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map) for locations.

Table 5.02-1: Land Use Matrix

2022 NAICS Code	Land Uses, Activities, and Facilities Note: In addition to the requirements of this Table, properties located within the Airport Influence Area (AIA) established by the LA/Ontario International Airport Land Use Compatibility Plan (ALUCP) shall be subject to the land use requirements and standards of the ALUCP.	Residential Zoning Districts				Commercial Zoning Districts							Mixed Use Zoning Districts											Industrial Zoning Districts					Specialized Use and Overlay Zoning Districts								Additional Regulations
													MU-1 Zoning District																								
		AR-2 & RE-2	RE-4 & LDR-5	MDR-11, 18 & 25	HDR-45	CS	CN	CC	CR	CCS	OL	OH	LUA-1	LUA-2N	LUA-2S	LUA-3	LUA-4	MU-3	MU-6	MU-8B	MU-8C	MU-8D	MU-8E	BP	IP	IL	IG	IH	AG	CIV	MHP	ONT	OS-C	OS-R	RC	UC	
56	**ADMINISTRATIVE AND SUPPORT, AND WASTE MANAGEMENT AND REMEDIATION SERVICES**																																			
561	**Administrative and Support Services**																																			
5611, 5612	**Office Administrative Services and Facilities Support Services** (limited to services provided for others on a contract or fee basis)	---	---	---	---	---	P	P	P	P	P	P	**P	---	---	P	---	P	P	P	P	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	---	** Use shall be prohibited on the ground/first floor of buildings located along the Euclid Avenue Protection Corridor (refer to Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map) for locations.
5613	**Employment Services** (limited to employment placement, executive search, and temporary employment services)	---	---	---	---	---	P	P	P	P	P	P	**P	---	---	P	---	P	P	P	P	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	---	
5614	**Business Support Services**																																			
561410	*Document Preparation Services*	---	---	---	---	---	P	P	P	P	P	P	**P	---	---	P	---	P	P	P	P	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	---	** Use shall be prohibited on the ground/first floor of buildings located along the Euclid Avenue Protection Corridor (refer to Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map) for locations.
561421 561422	*Telephone Answering Services and Call Centers*	---	---	---	---	---	---	P	P	---	---	P	---	---	---	---	---	P	---	---	---	---	---	C	---	---	---	---	---	---	---	---	---	---	---	---	
561431	*Private Mail Centers, and Postal Services and Supplies*	---	---	---	---	P	P	P	P	P	P	P	**P	---	---	P	---	P	P	P	P	P	P	P	P	---	---	---	---	---	---	P	---	---	---	---	---	
561439	*Other Business Service Centers (limited to mailbox rental, photocopying, duplicating, blueprinting, mailing services, document copying services, facsimile services, word processing services, on-site PC rental services, and office product sales)*	---	---	---	---	P	P	P	P	P	---	P	**P	---	---	P	---	P	P	P	P	P	P	P	---	---	---	---	---	---	---	P	---	---	---	---	---	
561440	*Collection Agencies*	---	---	---	---	---	---	P	P	---	P	P	**P	---	---	P	---	P	P	P	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
561450	*Credit Bureaus*	---	---	---	---	---	---	P	P	---	---	P	---	---	---	---	---	P	P	P	P	P	P	C	---	---	---	---	---	---	---	---	---	---	---	---	---	
561491 561492 561499	*Other Business Support Services (including repossession services, court reporting and stenotype services and all other business support services)*	---	---	---	---	---	---	P	P	---	P	P	**P	---	---	P	---	P	P	P	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	---	---	** Use shall be prohibited on the ground/first floor of buildings located along the Euclid Avenue Protection Corridor (refer to Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map) for locations.
5615	**Travel Arrangement and Reservation Services**	---	---	---	---	---	P	P	P	P	P	P	**P	---	---	P	---	P	P	P	P	P	P	---	---	---	---	---	---	---	---	P	---	---	---	---	
5616	**Investigation and Security Services**	---	---	---	---	---	---	P	P	---	---	P	**P	---	---	P	---	---	P	P	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
5617	**Services to Buildings and Dwellings** (limited to exterminating and pest control, janitorial, landscaping, carpet and upholstery cleaning, building exterior and chimney cleaning, power washing, gutter cleaning, light building maintenance, parking lot cleaning and swimming pool maintenance services)	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	P	P	---	---	---	---	---	---	---	---	---	See Section 5.03.180 (Exterminating Services).
5619	**Other Support Services** (limited to packaging and labeling services, convention and trade show organizers, and document shredding services)	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	P	P	---	---	---	P	---	---	---	---	---	
562	**Waste Management and Remediation Services**																																			
5621	**Waste Collection**																																			
562111	*Solid Waste Collection, limited to the following*																																			
	• *Waste, Refuse and Garbage Collection Services (service yards)*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	C	---	---	---	---	---	---	---	---	
	• *Waste Transfer Facilities*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	---	*P	---	---	---	---	---	---	* Use shall be allowed only when established as part of a publicly operated city yard facility.

Table 5.02-1: Land Use Matrix

2022 NAICS Code	Land Uses, Activities, and Facilities Note: In addition to the requirements of this Table, properties located within the Airport Influence Area (AIA) established by the LA/Ontario International Airport Land Use Compatibility Plan (ALUCP) shall be subject to the land use requirements and standards of the ALUCP.	Residential Zoning Districts				Commercial Zoning Districts							Mixed Use Zoning Districts											Industrial Zoning Districts					Specialized Use and Overlay Zoning Districts								Additional Regulations
													MU-1 Zoning District																							
		AR-2 & RE-2	RE-4 & LDR-5	MDR-11, 18 & 25	HDR-45	CS	CN	CC	CR	CCS	OL	OH	LUA-1	LUA-2N	LUA-2S	LUA-3	LUA-4	MU-3	MU-6	MU-8B	MU-8C	MU-8D	MU-8E	BP	IP	IL	IG	IH	AG	CIV	MHP	ONT	OS-C	OS-R	RC	UC	
	• *Recycling Facilities (implements the California Beverage Container Recycling and Litter Reduction Act (PRC Section 14500 et seq.))*																																			
	[1] *Reverse Vending Machines*	---	---	---	---	---	A	A	A	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	See Section 5.03.340 (Recycling Facilities).
	[2] *Small Collection Facilities (a facility 500 SF or less in area, including Mobile Recycling Units, Bulk Reverse Vending Machines, Kiosk Type Units, and Unattended Containers)*	---	---	---	---	---	C	C	C	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	P	---	---	---	---	---	---	---	---	
	[3] *Large Collection Facilities (a facility greater than 500 SF in area)*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	---	P	P	---	---	---	---	---	---	---	---	
	[4] *Processing Facilities*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	---	---	---	---	---	---	---	---	
	• *Salvage Facilities (such as automobile dismantling and metal salvage/recycling. See NAICS 562920, Material Recovery Facilities, for the recovery/processing (recycling) of waste materials)*																																			
	[1] *Within a Wholly Enclosed Building*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	C	---	---	---	---	---	---	---	---	See Section 5.03.350 (Salvage Facilities).
	[2] *With Outdoor Storage and/or Processing Activities*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	---	---	---	---	---	---	---	---	
562112	*Hazardous Waste Collection, limited to the following:*																																			
	• *Hazardous Waste Collection and Storage Facilities (except household hazardous waste collection facilities)*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	---	---	---	---	---	---	---	---	
	• *Hazardous Waste Collection Services*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	---	---	---	---	---	---	---	---	
	• *Household Hazardous Waste Collection Facility*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	---	*P---	---	---	---	---	---	---	* Use shall be allowed only when established as part of a publicly operated city yard facility.
562119	*Other Waste Collection Services*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
5622	**Waste Treatment and Disposal**																																			
562211	*Hazardous Waste Treatment and Disposal*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
562212	*Solid Waste Landfill*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
562213	*Solid Waste Combustors and Incinerators*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
562219	*Other Nonhazardous Waste Treatment and Disposal (limited to composting facilities and anaerobic digestion; excludes fertilizer manufacturing—see NAICS 325314)*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	C	---	---	---	---	---	---	---	See Section 5.03.415 (Waste Treatment and Disposal—Composting and Anaerobic Digestion Facilities).
5629	**Remediation and Other Waste Management Services**																																			
562910	*Remediation Services*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	---	---	---	---	---	---	---	---	
562920	*Material Recovery Facilities (MRF) (consists of the removal of recyclable materials from a waste stream)*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	---	---	---	---	---	---	---	---	See Section 5.03.275 (Material Recovery Facilities).
562920	• *Electronic Equipment Recycling*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	C	P	P	---	---	---	---	---	---	---	---	See Section 5.03.275 (Material Recovery Facilities).

Table 5.02-1: Land Use Matrix

2022 NAICS Code	Land Uses, Activities, and Facilities Note: In addition to the requirements of this Table, properties located within the Airport Influence Area (AIA) established by the LA/Ontario International Airport Land Use Compatibility Plan (ALUCP) shall be subject to the land use requirements and standards of the ALUCP.	Residential Zoning Districts				Commercial Zoning Districts							Mixed Use Zoning Districts											Industrial Zoning Districts					Specialized Use and Overlay Zoning Districts								Additional Regulations
													MU-1 Zoning District																							
		AR-2 & RE-2	RE-4 & LDR-5	MDR-11, 18 & 25	HDR-45	CS	CN	CC	CR	CCS	OL	OH	LUA-1	LUA-2N	LUA-2S	LUA-3	LUA-4	MU-3	MU-6	MU-8B	MU-8C	MU-8D	MU-8E	BP	IP	IL	IG	IH	AG	CIV	MHP	ONT	OS-C	OS-R	RC	UC	
562920	• *Salvage Facilities (includes facilities for the recovery/processing (recycling) of waste materials. See NAICS 562111 for automobile dismantling and metal salvage/recycling facilities. See NAICS 327999 for concrete and asphalt crushing or grinding)*																																		
562920	***[1]*** *Within a Wholly Enclosed Building*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	**P**	**P**	---	---	---	---	---	---	---	---	See Sections 5.03.275 (Material Recovery Facilities) and 5.03.350 (Salvage Facilities).
562920	***[2]*** *With Outdoor Storage and/or Processing Activities*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	**C**	---	---	---	---	---	---	---	---	
562920	• *Tires and Scrap Rubber Recycling*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	**C**	**C**	---	---	---	---	---	---	---	---	See Section 5.03.275 (Material Recovery Facilities).
562991	*Septic Tank and Related Services*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	**P**	**P**	---	---	---	---	---	---	---	---	
562998	*All Other Miscellaneous Waste Management Services (includes but is not limited to storm and catch basin cleaning services, grease trap cleaning services, sewer cleaning and rodding services, and tank cleaning and disposal services)*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	**P**	**P**	---	---	---	---	---	---	---	---	
61	**EDUCATION SERVICES**																																			
611	**Educational Services**																																			
6111, 6112, 6113	**Elementary and Secondary Schools, Junior Colleges, and Colleges, Universities and Professional Schools** (also includes activities and facilities ancillary to, and/or serving, an educational service, such as, but not limited to, administrative offices, student and educator housing, libraries and museums, performing arts and sports facilities, eating facilities, medical clinics, etc.)																																			
	• *Public Schools*	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	****P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	---	---	---	---	---	**P**	**P**	**P**	---	---	---	---	---	** Use shall be prohibited on the ground/first floor of buildings located along the Euclid Avenue Protection Corridor (refer to Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map) for locations.
	• *Private Schools*	**C**	**C**	**C**	**C**	**C**	**C**	**C**	**C**	---	---	**C**	****C**	**C**	**C**	**C**	**C**	**C**	---	---	---	---	---	**C**	---	---	---	---	---	**C**	**C**	**C**	---	---	---	---	---	
6114	**Business Schools and Computer and Management Training**	---	---	---	---	---	---	**C**	**C**	---	---	---	---	---	---	---	**C**	---	---	---	**C**	---	**C**	**C**	**C**	**C**	---	---	---	**C**	---	---	---	---	---	---	
6115	**Technical, Trade, and Vocational Schools**	---	---	---	---	---	---	**C**	**C**	---	---	**C**	---	---	---	---	**C**	---	**C**	---	**C**	**C**	**C**	**C**	**C**	**C**	**C**	---	---	**C**	---	---	---	---	---	---	
6116	**Other Schools and Instruction**																																			
611610	*Fine Arts Schools (nonacademic instruction, including music, dance, performing arts, drama, photography, ceramics, painting, and sculpture)*																																			
	• *GFA less than 2,000 SF*	---	---	---	---	**C**	**P**	**P**	**P**	**P**	---	**P**	****P**	**P**	**P**	**P**	---	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	---	---	---	---	---	---	---	---	---	---	---	** Use shall be prohibited on the ground/first floor of buildings located along the Euclid Avenue Protection Corridor (refer to Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map) for locations.
	• *GFA 2,000 SF or more*	---	---	---	---	---	**C**	**C**	**C**	**C**	---	**C**	****C**	**C**	**C**	**C**	---	**C**	**C**	**C**	**C**	**C**	**C**	**C**	**C**	**C**	---	---	---	---	---	---	---	---	---	
611620	*Sports and Recreation Instruction (cheerleading, gymnastics, and martial arts)*																																			
	• *GFA less than 10,000 SF*	---	---	---	---	---	**P**	**P**	**P**	**P**	---	**P**	---	---	---	**P**	---	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	---	---	---	---	---	---	---	---	---	---	---	
	• *GFA 10,000 or More SF*	---	---	---	---	---	**C**	**C**	**C**	**P**	---	**C**	---	---	---	**C**	---	**C**	**C**	**C**	**C**	**C**	**C**	**C**	**C**	**C**	**C**	---	---	---	---	----	---	---	---	---	

Table 5.02-1: Land Use Matrix

2022 NAICS Code	Land Uses, Activities, and Facilities *Note: In addition to the requirements of this Table, properties located within the Airport Influence Area (AIA) established by the LA/Ontario International Airport Land Use Compatibility Plan (ALUCP) shall be subject to the land use requirements and standards of the ALUCP.*	Residential Zoning Districts				Commercial Zoning Districts							Mixed Use Zoning Districts											Industrial Zoning Districts					Specialized Use and Overlay Zoning Districts								Additional Regulations
													MU-1 Zoning District																								
		AR-2 & RE-2	RE-4 & LDR-5	MDR-11, 18 & 25	HDR-45	CS	CN	CC	CR	CCS	OL	OH	LUA-1	LUA-2N	LUA-2S	LUA-3	LUA-4	MU-3	MU-6	MU-8B	MU-8C	MU-8D	MU-8E	BP	IP	IL	IG	IH	AG	CIV	MHP	ONT	OS-C	OS-R	RC	UC	
611691	*Exam Preparation and Tutoring Services*	---	---	---	---	---	---	P	P	---	P	P	**P	---	---	P	---	P	P	P	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	---	** Use shall be prohibited on the ground/first floor of buildings located along the Euclid Avenue Protection Corridor (refer to Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map) for locations.
611692	*Automobile Driving School*	---	---	---	---	---	---	C	C	---	---	C	---	---	---	C	---	C	C	C	C	C	C	C	C	---	---	---	---	C	---	---	---	---	---	---	
611699	*Other Schools of Instruction (public speaking, survival training, and speed reading)*	---	---	---	---	---	---	C	C	---	---	C	C	---	---	C	---	C	C	C	C	C	C	C	C	---	---	---	---	C	---	---	---	---	---	---	
6117	**Educational Support Services** (limited to testing, evaluation, tutorial, and online education services)	---	---	---	---	---	---	P	P	P	P	P	P	---	---	P	P	P	P	P	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	---	
62	**HEALTH CARE AND SOCIAL ASSISTANCE**																																			
621	**Ambulatory Health Care Services**																																			
6211, 6212, 6213, 6214, 6215, 6216	**Offices of Physicians and Dentists, Other Health Practitioners, Outpatient Centers, Laboratory Testing Services, Home Healthcare Services, and Community Clinics** (excludes massage establishments—see NAICS 812199)	---	---	---	---	---	P	P	P	P	P	P	P	---	---	P	---	P	P	P	P	P	P	P	P	---	---	---	---	---	---	---	---	---	---	---	See Section 5.02.270 (Massage Establishments and Services) for massage therapists or massage practitioners. Pursuant to Figure 5.01-2 (MU-1 (Downtown Mixed Use) Zoning District Land Use Map) and Section 6.01.035.B.2.c (Development Standards and Guidelines) uses that front on to Euclid Avenue are not permitted on the ground/first floor.
6219	**Other Ambulatory Health Care Services**																																			
621910	*Ambulance Services*	---	---	---	---	---	---	P	---	---	---	P	---	---	---	---	---	---	---	---	---	---	---	P	P	P	P	P	---	---	---	C	---	---	---	---	
621991	*Blood and Organ Banks*	---	---	---	---	---	P	P	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	---	---	---	---	---	---	---	---	---	---	---	
621999	*All Other Miscellaneous Ambulatory Health Care Services (limited to blood pressure screening, health screening, hearing testing, industrial clinics, pacemaker monitoring, physical fitness evaluation, and smoking cessation program services)*	---	---	---	---	---	P	P	P	---	P	P	**P	---	---	P	---	P	P	P	P	P	P	P	P	P	P	---	---	---	---	---	---	---	---	---	---	See Section 5.03.030 (Ambulatory Health Care Services—All Other Miscellaneous) ** Use shall be prohibited on the ground/first floor of buildings located along the Euclid Avenue Protection Corridor (refer to Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map) for locations.
622	**Hospitals**	---	---	---	---	---	---	C	C	---	---	C	---	---	---	---	---	---	---	---	C	---	C	---	---	---	---	---	---	---	---	---	---	---	---	---	
623	**Nursing and Residential Care Facilities**																																			
6231	**Nursing Care Facilities** (includes State licensed facilities engaged in providing inpatient nursing and rehabilitative services by a permanent core staff of registered/licensed practical nurses who, along with other staff, provide nursing and continuous personal care services)	---	---	---	---	---	---	C	C	---	---	C	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	---	---	---	---	---	

Table 5.02-1: Land Use Matrix

2022 NAICS Code	Land Uses, Activities, and Facilities Note: In addition to the requirements of this Table, properties located within the Airport Influence Area (AIA) established by the LA/Ontario International Airport Land Use Compatibility Plan (ALUCP) shall be subject to the land use requirements and standards of the ALUCP.	Residential Zoning Districts				Commercial Zoning Districts							Mixed Use Zoning Districts											Industrial Zoning Districts					Specialized Use and Overlay Zoning Districts								Additional Regulations
													MU-1 Zoning District																							
		AR-2 & RE-2	RE-4 & LDR-5	MDR-11, 18 & 25	HDR-45	CS	CN	CC	CR	CCS	OL	OH	LUA-1	LUA-2N	LUA-2S	LUA-3	LUA-4	MU-3	MU-6	MU-8B	MU-8C	MU-8D	MU-8E	BP	IP	IL	IG	IH	AG	CIV	MHP	ONT	OS-C	OS-R	RC	UC	
6232	**Residential Intellectual and Developmental Disability, Mental Health, and Substance Abuse Facilities**																																			
623210	*Residential Intellectual and Developmental Disability Facilities (includes State licensed group homes, and intermediate care facilities primarily engaged in providing residential care services – room, board, protective supervision, and counseling services -- for persons diagnosed with intellectual and developmental disabilities)*																																			
	• *6 or fewer persons*	*P	*P	*P	*P	---	---	---	---	---	---	---	*P	*P	*P	*P	*P	*P	*P	*P	*P	*P	*P	---	---	---	---	---	*P	---	---	---	---	---	---	---	* Allowed only in conjunction with an existing single-family residence.
	• *More than 6 persons*	C	C	C	C	---	---	C	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	---	---	---	---	---	
623220	*Residential Mental Health and Substance Abuse Facilities (includes State licensed residential care and treatment – room, board, protective supervision, and counseling services -- for patients with mental health and/or substance abuse illnesses. Medical services may be provided incidental to counseling, mental rehabilitation, and support services offered)*																																			
	• *6 or fewer persons*	*P	*P	*P	*P	---	---	---	---	---	---	---	*P	*P	*P	*P	*P	*P	*P	*P	*P	*P	*P	---	---	---	---	---	*P	---	---	---	---	---	---	---	* Allowed only in conjunction with an existing single-family residence.
	• *More than 6 persons*	C	C	C	C	---	---	C	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	---	---	---	---	---	
6233	**Continuing Care Retirement Communities and Assisted Living Facilities for the Elderly**																																			
623311	*Continuing Care Retirement Communities (includes State licensed facilities providing a range of residential personal care services with on-site nursing care facilities for: [1] the elderly and other persons that are unable to fully care for themselves, and/or [2] the elderly and other persons who do not desire to live independently)*																																			
	• *6 or fewer persons*	*P	*P	*P	*P	---	---	---	---	---	---	---	*P	*P	*P	*P	*P	*P	*P	*P	*P	*P	*P	---	---	---	---	---	*P	---	---	---	---	---	---	---	* Allowed only in conjunction with an existing single-family residence. See Section 5.03.110 (Community Care Facilities for the Elderly—6 or Fewer Persons).
	• *More than 6 persons*	C	C	C	C	---	---	C	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	---	---	---	---	---	See Section 5.03.105 (Community Care Facilities for the Elderly—More Than 6 Persons).
623312	*Assisted Living Facilities for the Elderly (includes State licensed facilities providing residential and personal care services without on-site nursing care facilities for: [1] the elderly and other persons that are unable to fully care for themselves, and/or [2] the elderly and other persons who do not desire to live independently)*																																			
	• *6 or fewer persons*	*P	*P	*P	*P	---	---	---	---	---	---	---	*P	*P	*P	*P	*P	*P	*P	*P	*P	*P	*P	---	---	---	---	---	*P	---	---	---	---	---	---	---	* Allowed only in conjunction with an existing single-family residence. See Section 5.03.110 (Community Care Facilities for the Elderly—6 or Fewer Persons).
	• *More than 6 persons*	C	C	C	C	---	---	C	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	---	---	---	---	---	See Section 5.03.105 (Community Care Facilities for the Elderly—More Than 6 Persons).

Table 5.02-1: Land Use Matrix

2022 NAICS Code	Land Uses, Activities, and Facilities *Note: In addition to the requirements of this Table, properties located within the Airport Influence Area (AIA) established by the LA/Ontario International Airport Land Use Compatibility Plan (ALUCP) shall be subject to the land use requirements and standards of the ALUCP.*	Residential Zoning Districts				Commercial Zoning Districts							Mixed Use Zoning Districts											Industrial Zoning Districts					Specialized Use and Overlay Zoning Districts								Additional Regulations
													MU-1 Zoning District																								
		AR-2 & RE-2	RE-4 & LDR-5	MDR-11, 18 & 25	HDR-45	CS	CN	CC	CR	CCS	OL	OH	LUA-1	LUA-2N	LUA-2S	LUA-3	LUA-4	MU-3	MU-6	MU-8B	MU-8C	MU-8D	MU-8E	BP	IP	IL	IG	IH	AG	CIV	MHP	ONT	OS-C	OS-R	RC	UC	
6239	**Other Residential Care Facilities for 6 or fewer persons** (includes facilities providing residential care services, such as: group homes for the hearing or visually impaired, child group foster homes, halfway group homes for ex-offenders, homes for unwed mothers, group homes for the disabled without nursing care, orphanages, etc.)	*P	*P	*P	*P	---	---	---	---	---	---	---	*P	*P	*P	*P	*P	*P	*P	*P	*P	*P	*P	---	---	---	---	---	*P	---	---	---	---	---	---	---	* Allowed only in conjunction with an existing single-family residence. See Section 5.03.345 (Residential Care Facilities, Other—6 or Fewer Persons).
624	**Social Assistance**																																				
6241	**Individual and Family Services**																																				
624110	*Adoption Services, Child Guidance Agencies, Child Welfare Services, and Foster Care Placement Services*	---	---	---	---	---	P	P	P	---	P	P	---	---	---	---	P	P	P	P	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	---	
624110	*Teen Outreach Services and Youth Centers*	---	---	---	---	---	P	P	---	---	---	---	---	---	---	P	P	---	---	P	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	---	
624120	*Senior Citizen and Adult Community Centers*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	---	---	P	P	---	P	---	---	---	---	---	---	P	---	---	---	---	---	---	
624120	*Adult Daycare Services*																																				
	• *6 or Fewer Persons*	*P	*P	*P	*P	---	---	---	---	---	---	---	*P	*P	*P	*P	---	*P	*P	P*	*P	*P	*P	---	---	---	---	---	*P	---	---	---	---	---	---	---	* Allowed only in conjunction with an existing single-family residence.
	• *7 or More Persons*	---	---	C	C	---	C	C	---	---	C	---	---	---	---	C	---	---	---	---	---	---	---	C	---	---	---	---	---	---	C	---	---	---	---	---	
624190	*Other Individual and Family Services*	---	---	---	---	---	---	P	---	---	P	P	---	---	---	P	---	P	P	---	---	P	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
6242	**Community Food and Housing, Emergency and Other Relief Services**																																				
624210	*Community Food Services (limited to food banks, meal delivery programs, and fixed and mobile soup kitchens)*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	C	C	C	---	---	---	---	---	---	---	---	---	
624221	*Temporary Shelters*																																				
	• *Emergency Shelters*	---	---	C	---	---	---	C	---	---	---	---	---	---	---	C	---	---	---	---	---	---	---	---	---	P	C	C	---	C	C	---	---	---	---	---	See Section 5.03.405 (Transitional Shelters and Supportive Housing).
	• *Low Barrier Navigation Centers*	---	---	---	---	---	P	P	---	---	---	---	P	P	P	P	P	P	P	P	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	---	
	• *Transitional Housing*	P	P	P	P	---	---	C	---	---	---	---	P	P	P	P	P	P	P	P	P	P	P	---	---	P	C	C	---	C	P	---	---	---	---	---	
	• *Transitional Living Centers*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	---	---	---	---	---	---	---	---	---	C	C	C	---	---	---	---	---	---	---	---	
624229	*Other Community Housing Services (agencies and organizations)*	---	---	---	---	---	P	P	---	---	P	P	**P	---	---	P	P	P	P	P	P	P	P	P	---	---	---	---	---	P	---	---	---	---	---	---	** Use shall be prohibited on the ground/first floor of buildings located along the Euclid Avenue Protection Corridor (refer to Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map) for locations.
624230	*Emergency and Other Relief Services (administrative services/activities only)*	---	---	---	---	---	---	P	---	---	P	P	**P	---	---	P	P	P	P	---	---	P	---	---	---	---	---	---	---	P	---	---	---	---	---	---	
6243	**Vocational Rehabilitation Services** (limited to vocational habilitation and rehabilitation, and workshops for persons with disabilities)	---	---	---	---	---	---	C	C	---	---	---	---	---	---	---	P	---	---	---	C	---	C	C	C	C	---	---	---	C	---	---	---	---	---	---	
6244	**Child Daycare Services**, limited to the following:																																				
624410	*Child Daycare Centers (Commercial Facilities)*	---	---	C	C	C	C	C	C	---	C	C	---	---	---	C	---	C	C	C	C	C	C	P	P	---	---	---	---	P	C	---	---	---	---	---	See Section 5.03.100 (Child Daycare Services).
624410	*Child Daycare Centers (Employer Provided Services)*	---	---	---	---	---	---	---	P	---	---	P	---	---	---	---	P	P	---	C	C	C	C	P	P	P	P	P	---	P	---	---	---	---	---	---	

Table 5.02-1: Land Use Matrix

2022 NAICS Code	Land Uses, Activities, and Facilities Note: In addition to the requirements of this Table, properties located within the Airport Influence Area (AIA) established by the LA/Ontario International Airport Land Use Compatibility Plan (ALUCP) shall be subject to the land use requirements and standards of the ALUCP.	Residential Zoning Districts				Commercial Zoning Districts							Mixed Use Zoning Districts											Industrial Zoning Districts					Specialized Use and Overlay Zoning Districts								Additional Regulations
													MU-1 Zoning District																							
		AR-2 & RE-2	RE-4 & LDR-5	MDR-11, 18 & 25	HDR-45	CS	CN	CC	CR	CCS	OL	OH	LUA-1	LUA-2N	LUA-2S	LUA-3	LUA-4	MU-3	MU-6	MU-8B	MU-8C	MU-8D	MU-8E	BP	IP	IL	IG	IH	AG	CIV	MHP	ONT	OS-C	OS-R	RC	UC	
624410	*Family Child Daycare Homes (up to 14 children)*	*P	*P	*P	*P	---	---	---	---	---	---	---	*P	*P	*P	*P	*P	*P	*P	*P	*P	*P	*P	---	---	---	---	---	*P	---	*P	---	---	---	---	---	* Allowed only in conjunction with an existing residence, including a single-family dwelling, a townhouse dwelling, a dwelling unit within a single-family dwelling, a multiple-family dwelling, or a dwelling unit within a multiple-family dwelling. Furthermore, the dwelling may be rented, leased, or owned, and the child daycare provider shall reside in the dwelling. See Section 5.03.100 (Child Daycare Services).
71	**ARTS, ENTERTAINMENT AND RECREATION**																																			
711	**Performing Arts, Spectator Sports, and Related Industries**																																			
7111	**Performing Arts Companies**	---	---	---	---	---	---	---	C	C	---	---	C	C	C	C	---	C	---	---	---	---	---	---	---	---	---	---	---	C	---	---	---	---	---	---	
7112	**Spectator Sports**	---	---	---	---	---	---	---	C	C	---	---	C	C	C	C	---	---	---	---	---	---	---	---	---	---	---	---	---	C	---	---	---	---	---	---	
7113	**Promoters of Performing Arts, Sports, and Similar Events** (offices only)	---	---	---	---	---	---	P	P	P	P	P	**P	P	P	P	---	P	P	P	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	---	** Use shall be prohibited on the ground/first floor of buildings located along the Euclid Avenue Protection Corridor (refer to Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map) for locations.
7114	**Agents and Managers for Artists, Athletes, Entertainers and Other Public Figures** (offices only)	---	---	---	---	---	---	P	P	P	P	P	**P	P	P	P	---	P	P	P	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	---	
7115	**Independent Artists, Writers, and Performers** (offices only)	---	---	---	---	---	---	P	P	P	P	P	**P	P	P	P	---	P	P	P	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
712	**Museums, Historical Sites, and Similar Institutions**																																			
7121	**Museums, Historical Sites, and Similar Institutions**																																			
712110	*Museums*	C	C	C	C	C	C	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	---	---	---	---	---	---	P	C	---	---	P	---	---	
712130	*Zoos and Botanical Gardens*	---	---	---	---	---	---	C	C	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	---	---	
713	**Amusement, Gambling, and Recreation Industries**																																			
7131	**Amusement Parks and Arcades**																																			
713110	*Amusement and Theme Parks*	---	---	---	---	---	---	---	C	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	---	---	
713120	*Amusement Arcades (limited to video and electronic game arcades, cyber cafes, and on-line and internet gaming facilities)*	---	---	---	---	---	---	C	C	---	---	---	C	---	---	C	---	---	C	---	C	C	C	---	---	---	---	---	---	---	---	---	---	---	---	---	See Section 5.03.220 (Game Arcades, Internet Cafes, On-Line Internet Gaming, and Similar Facilities).
7132	**Gambling Industries** (except Bingo conducted pursuant to Ontario Municipal Code Title 5, Chapter 18 (Bingo for Charity))	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
7139	**Other Amusement and Recreation Industries**																																			
713910	*Golf Courses and Country Clubs*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	---	---	
713940	*Fitness and Recreational Sports Centers (limited to health clubs and gyms, fitness and sports training facilities, tennis clubs, swim clubs and other similar activities and facilities)*																																			
	• GFA Less than 10,000 SF	---	---	---	---	---	P	P	P	P	---	P	**P	---	---	P	---	P	P	P	P	P	P	P	P	---	---	---	---	---	---	P	---	---	---	---	** Use shall be prohibited on the ground/first floor of buildings located along the Euclid Avenue Protection Corridor (refer to Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map) for locations.
	• GFA 10,000 or More SF	---	---	---	---	---	C	C	C	P	---	C	**C	---	---	C	---	C	C	C	C	C	C	C	C	C	---	---	---	---	C	---	---	---	---	

Table 5.02-1: Land Use Matrix

2022 NAICS Code	Land Uses, Activities, and Facilities Note: In addition to the requirements of this Table, properties located within the Airport Influence Area (AIA) established by the LA/Ontario International Airport Land Use Compatibility Plan (ALUCP) shall be subject to the land use requirements and standards of the ALUCP.	Residential Zoning Districts				Commercial Zoning Districts							Mixed Use Zoning Districts											Industrial Zoning Districts					Specialized Use and Overlay Zoning Districts								Additional Regulations
													MU-1 Zoning District																							
		AR-2 & RE-2	RE-4 & LDR-5	MDR-11, 18 & 25	HDR-45	CS	CN	CC	CR	CCS	OL	OH	LUA-1	LUA-2N	LUA-2S	LUA-3	LUA-4	MU-3	MU-6	MU-8B	MU-8C	MU-8D	MU-8E	BP	IP	IL	IG	IH	AG	CIV	MHP	ONT	OS-C	OS-R	RC	UC	
713950	*Bowling Centers*	---	---	---	---	---	---	P	P	---	---	---	P	P	P	P	---	---	P	P	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	
713990	*Adult-Oriented Businesses*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	---	---	---	---	---	---	---	---	See Section 5.03.015 (Adult-Oriented Businesses).
713990	*Batting Cages -- Indoor*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	C	C	---	---	---	---	---	---	---	---	---	---	
713990	*Batting Cages -- Outdoor*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	C	C	---	---	---	---	---	---	---	C	---	---	
713990	*Billiard Parlors and Pool Halls*	---	---	---	---	---	---	C	C	---	---	---	C	---	---	C	---	---	C	C	C	C	C	---	---	---	---	---	---	---	---	---	---	---	---	---	See Section 5.03.075 (Billiard Parlors and Pool Halls).
713990	*Dancing, Dance Clubs, Dance Halls, Ballrooms, and Discotheques*																																				
	• GFA Less than 5,000 SF	---	---	---	---	---	---	C	C	---	---	---	*A	---	---	---	---	---	C	C	C	C	C	---	---	---	---	---	---	---	---	---	---	---	---	---	* In the MU-1 zoning district, dancing activities/facilities are administratively permitted only in conjunction with a bona fide full-service restaurant or alcoholic beverage manufacturer's tasting room.
	• GFA 5,000 or More SF	---	---	---	---	---	---	C	C	---	---	---	C	---	---	---	---	---	C	C	C	C	C	---	---	---	---	---	---	---	---	---	---	---	---	---	
713990	*Escape, Exit, Mystery, and Puzzle Rooms*	---	---	---	---	---	---	C	C	---	---	---	C	C	C	---	---	---	---	---	C	---	C	C	---	C	C	---	---	---	---	---	---	---	---	---	---	
713990	*Golf Driving Ranges, Miniature and Pitch-N-Put Golf Courses, and Practice Ranges*	---	---	---	---	---	---	---	C	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	---	---	
713990	*Hookah Establishments and Facilities*	---	---	---	---	---	C	C	---	---	---	---	**A	A	A	A	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	** Use shall be prohibited on the ground/first floor of buildings located along the Euclid Avenue Protection Corridor (refer to Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map) for locations. See Section 5.03.245 (Hookah Establishments).
713990	*Live Entertainment (excludes adult-oriented establishments)*																																				
	• GFA Less than 5,000 SF	‡A	‡A	‡A	‡A	---	C	C	C	C	---	---	*A/ **C	*A/ **C	*A/ **C	*A/ **C	---	C	C	C	C	C	C	C	---	---	---	---	C	---	P	---	---	---	---	* In the MU-1 zoning district, live entertainment is administratively permitted only in conjunction with a bona fide full-service restaurant or alcoholic beverage manufacturer's tasting room. ** Standalone live entertainment activities/facilities shall be subject to Conditional Use Permit approval and shall be prohibited on property located along the Euclid Avenue Protection Corridor (refer to Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map) for locations. ‡ Allowed in residential zoning districts only in conjunction with a banquet facility in association with a historic property.
	• GFA 5,000 or More SF	---	---	---	---	---	C	C	C	C	---	---	**C	---	---	**C	---	C	C	C	C	C	C	C	---	---	---	---	C	---	C	---	---	---	---	
713990	*Off-Road Vehicle Riding Facilities (recreational)*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
713990	*Open Space and Park Lands (publicly owned facilities)*	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
713990	*Shooting and Archery Ranges and Galleries — Indoor Only*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	C	C	C	---	---	---	---	---	---	---	---	

Table 5.02-1: Land Use Matrix

2022 NAICS Code	Land Uses, Activities, and Facilities Note: In addition to the requirements of this Table, properties located within the Airport Influence Area (AIA) established by the LA/Ontario International Airport Land Use Compatibility Plan (ALUCP) shall be subject to the land use requirements and standards of the ALUCP.	Residential Zoning Districts				Commercial Zoning Districts							Mixed Use Zoning Districts											Industrial Zoning Districts					Specialized Use and Overlay Zoning Districts								Additional Regulations
													MU-1 Zoning District																							
		AR-2 & RE-2	RE-4 & LDR-5	MDR-11, 18 & 25	HDR-45	CS	CN	CC	CR	CCS	OL	OH	LUA-1	LUA-2N	LUA-2S	LUA-3	LUA-4	MU-3	MU-6	MU-8B	MU-8C	MU-8D	MU-8E	BP	IP	IL	IG	IH	AG	CIV	MHP	ONT	OS-C	OS-R	RC	UC	
713990	*Simulated Racing (limited to go-carts, radio-controlled vehicles, and other similar facilities)*	---	---	---	---	---	---	C	C	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	C	C	---	---	---	---	---	---	---	---	---	
713990	*Simulated Shooting Games — Indoor Only (limited to laser tag and paint ball)*	---	---	---	---	---	---	C	C	---	---	---	C	---	---	C	---	---	---	---	---	---	---	---	C	---	---	---	---	---	---	---	---	---	---	
713990	*Skating Rinks and Parks (indoor only)*	---	---	---	---	---	---	C	C	---	---	---	---	---	---	C	---	---	---	---	C	---	C	C	C	---	---	---	---	---	---	---	---	---	---	---	
713990	*Smoking Lounges, Vape Lounges, and Other Similar Facilities (excluding hookah establishments)*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
713990	*Stables (commercial riding)*	C	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	---	---	
72	**ACCOMMODATION AND FOOD SERVICES**																																			
721	**Accommodation (Lodging Facilities)**																																			
7211	**Traveler Accommodation**																																			
721110	*Hotels and Motels*	---	---	---	---	---	---	---	C	C	---	C	**C	---	---	C	---	C	C	---	---	---	---	---	---	---	---	---	---	---	---	P	---	---	---	---	See Section 5.03.250 (Hotels, Motels, Residence Inns, and Other Similar Traveler Accommodation). ** Use shall be prohibited on the ground/first floor of buildings located along the Euclid Avenue Protection Corridor (refer to Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map) for locations.
721191	*Bed-and-Breakfast Inns*	C	C	C	C	C	C	C	C	---	C	C	**C	---	---	C	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	---	---	---	---	See Section 5.03.070 (Bed-and-Breakfast Inns). ** Use shall be prohibited on the ground/first floor of buildings located along the Euclid Avenue Protection Corridor (refer to Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map) for locations.
721199	*All Other Traveler Accommodation*																																			
	• *Residence Inns*	---	---	---	---	---	---	---	---	C	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	See Section 5.03.250 (Hotels, Motels, Residence Inns, and Other Similar Traveler Accommodation).
	• *Cabins and Cottages*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
	• *Hostels*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
7212	**Recreational Vehicle (RV) Parks and Recreational Camps**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
7213	**Boarding, Lodging and Rooming Houses**	A	A	A	C	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	A	---	A	---	---	---	---	---	See Section 5.03.080 (Boarding, Lodging and Rooming Houses).
722	**Food Services and Drinking Places**																																			
7223	**Special Food Services**																																			
722310	*Food Service Contractors*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	---	---	---	---	---	---	---	P	P	P	P	---	---	---	---	---	---	---	---	---	
722320	*Catering Services and Facilities*	---	---	---	---	---	---	P	---	P	---	---	P	P	P	P	---	---	---	---	---	---	---	P	P	P	---	---	---	---	---	---	---	---	---	---	
722330	*Mobile Food Services*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	P	---	---	---	---	---	---	---	---	---	See Section 5.03.290 (Mobile Food Services).

Table 5.02-1: Land Use Matrix

2022 NAICS Code	Land Uses, Activities, and Facilities *Note: In addition to the requirements of this Table, properties located within the Airport Influence Area (AIA) established by the LA/Ontario International Airport Land Use Compatibility Plan (ALUCP) shall be subject to the land use requirements and standards of the ALUCP.*	Residential Zoning Districts				Commercial Zoning Districts							Mixed Use Zoning Districts											Industrial Zoning Districts					Specialized Use and Overlay Zoning Districts								Additional Regulations
													MU-1 Zoning District																							
		AR-2 & RE-2	RE-4 & LDR-5	MDR-11, 18 & 25	HDR-45	CS	CN	CC	CR	CCS	OL	OH	LUA-1	LUA-2N	LUA-2S	LUA-3	LUA-4	MU-3	MU-6	MU-8B	MU-8C	MU-8D	MU-8E	BP	IP	IL	IG	IH	AG	CIV	MHP	ONT	OS-C	OS-R	RC	UC	
7224	**Drinking Places** (Alcoholic Beverage Sales *for On-Premises Consumption*)																																			
722410	*Drinking Places Other Than Bars, Cocktail Lounges, and Taverns (and other similar facilities)*																																			
	• *GFA less than 10,000 SF*	‡A	‡A	‡A	‡A	C	C	C	C	*C	---	C	A	A	A	C	C	C	C	C	C	C	C	C	C	C	---	---	C	---	P	---	*C	---	---	‡ Allowed in residential zoning districts only in conjunction with a banquet facility in association with a historic property or a not for profit homeowners association that maintains/operates a clubhouse or similar place of assembly for exclusive use by association members and their guests. * Allowed within the Ontario Sports Empire ancillary to restaurant and concession uses and subject to approval of an AUP. See Section 5.03.025 (Alcoholic Beverage Sales).
	• *GFA 10,000 or More SF*	---	---	---	---	C	C	C	C	*C	---	C	C	C	C	C	---	C	C	C	C	C	C	C	C	C	C	---	---	C	---	P	---	*C	---	---	
722410	*Bars, Cocktail Lounges, Nightclubs and Taverns, and Other Similar Facilities*																																			
	• *GFA less than 5,000 SF*	---	---	---	---	---	---	C	C	*C	---	C	**A	**A	**A	C	---	C	C	C	C	C	C	---	---	---	---	---	---	---	---	P	---	*C	---	---	* Allowed within the Ontario Sports Empire ancillary to restaurant and concession uses and subject to approval of an AUP. ** Standalone bars, taverns, and other similar facilities shall be prohibited on property located along the Euclid Avenue Protection Corridor (refer to Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map) for locations. See Section 5.03.025 (Alcoholic Beverage Sales).
	• *GFA 5,000 or More SF*	---	---	---	---	---	---	C	C	*C	---	C	C**	---	---	---	---	C	C	C	C	C	C	---	---	---	---	---	---	---	---	P	---	*C	---	---	
7225	**Restaurants and Other Eating Places**																																			
722511	*Full-Service Restaurants (includes ancillary banquet facilities— see NAICS 531120 for standalone banquet facilities)***	---	---	---	---	---	P	P	P	P	---	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	---	---	---	P	---	P	---	P	---	---	See Section 5.03.150 (Drive-Thru Facilities) for the inclusion of drive-thru facilities. ** 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.
722513	*Limited-Service and Fast Food Restaurants***	---	---	---	---	P	P	P	P	P	---	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	---	P	---	P	---	P	---	---	
722514	*Cafeterias and Buffets***	---	---	---	---	P	P	P	P	P	---	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	---	P	---	P	---	P	---	---	
722515	*Snack and Nonalcoholic Beverage Bars***	---	---	---	---	P	P	P	P	P	---	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	---	P	---	P	---	P	---	---	
81	**OTHER SERVICES (EXCEPT PUBLIC ADMINISTRATION)**																																			
811	**Repair and Maintenance**																																			
8111	**Motor Vehicle Repair and Maintenance** (Note: See Motor Vehicle Storage (NAICS 493190) for vehicle storage requirements)																																			
811111	*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	P	P	P	---	---	---	---	---	---	---	---	---	---	P	P	---	P	P	P	---	---	---	---	---	---	---	---	---	---	See Section 5.03.065 (Automotive Repair and Maintenance—Servicing Facilities).

Table 5.02-1: Land Use Matrix

2022 NAICS Code	Land Uses, Activities, and Facilities Note: In addition to the requirements of this Table, properties located within the Airport Influence Area (AIA) established by the LA/Ontario International Airport Land Use Compatibility Plan (ALUCP) shall be subject to the land use requirements and standards of the ALUCP.	Residential Zoning Districts				Commercial Zoning Districts							Mixed Use Zoning Districts											Industrial Zoning Districts					Specialized Use and Overlay Zoning Districts								Additional Regulations
													MU-1 Zoning District																							
		AR-2 & RE-2	RE-4 & LDR-5	MDR-11, 18 & 25	HDR-45	CS	CN	CC	CR	CCS	OL	OH	LUA-1	LUA-2N	LUA-2S	LUA-3	LUA-4	MU-3	MU-6	MU-8B	MU-8C	MU-8D	MU-8E	BP	IP	IL	IG	IH	AG	CIV	MHP	ONT	OS-C	OS-R	RC	UC	
811111	*General Repair Facilities (includes general motor vehicle mechanical and electrical repair and maintenance of air conditioning, brake, cooling, electric, exhaust, fuel, and suspension systems; and engine, transmission, and drive train)*																																			
	• *Automobile, Light Truck and Van Repair and Maintenance*	---	---	---	---	---	---	C	C	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	P	P	P	---	---	---	---	P	---	---	---	---	See Section 5.03.060 (Automotive Repair and Maintenance—General Repair Facilities).
	• *Large Truck, Bus and Similarly Large Motor Vehicle Repair and Maintenance*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	P	P	---	---	---	P	---	---	---	---	
811121	*Automotive Body, Paint, and Interior Repair and Customization*																																			
	• *Automobile, Light Truck and Van Body, Paint, and Interior Repair and Customization*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	C	C	P	P	---	---	---	---	---	---	---	---	See Section 5.03.045 (Automotive Body, Paint, and Interior Repair and Customization—Minor Customization Work).
	• *Minor Customization Work (limited to the "bolt-on" replacement or addition of parts only -- body and/or paint work is prohibited)*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	P	P	P	P	---	---	---	P	---	---	---	---	
	• *Large Truck and Bus Body, Paint, and Interior Repair and Maintenance*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	P	P	---	---	---	P	---	---	---	---	
	• *Mobile Body and Paint Repair Services*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	C	C	P	P	---	---	---	---	---	---	---	---	See Section 5.03.050 (Automotive Body and Paint—Mobile Repair Services).
811122	*Automotive Glass Replacement Shops (includes stationary and mobile services)*	---	---	---	---	---	---	P	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	P	---	---	---	---	P	---	---	---	---	See Section 5.03.055 (Automotive Glass Replacement Shops).
811122	*Automotive Window Tinting and Vehicle Wrapping*	---	---	---	---	---	---	P	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	P	---	---	---	---	P	---	---	---	---	
811191	*Automotive Oil Change and Lubrication Shops*	---	---	---	---	---	P	P	P	---	---	---	---	---	---	---	---	P	P	P	P	P	P	P	P	---	---	---	---	---	---	P	---	---	---	---	
811192	*Car Washes--Full-Service and Self-Service (excludes facilities ancillary to fueling stations)*																																			
	• *Automobiles, Light Trucks and Vans*	---	---	---	---	---	---	C	C	---	---	---	---	---	---	---	---	---	C	---	---	C	---	---	C	---	---	---	---	---	---	P	---	---	---	---	
	• *Trucks and Similarly Large Vehicles*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	P	P	---	---	---	P	---	---	---	---	
	• *Mobile Washing and Detailing Services*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	P	---	---	---	---	---	---	---	---	---	See Section 5.03.300 (Mobile Washing and Detailing Services).
811198	*All Other Automotive Repair and Maintenance*																																			
	• *Emissions Testing (test only facilities), and Diagnostic Centers and Safety Inspection Services (without repair)*	---	---	---	---	---	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	---	---	---	---	---	---	---	---	---	---	
	• *Rustproofing and Undercoating Shops*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	P	---	---	---	---	---	---	---	---	---	
	• *Spray-On Bedliner Installation Shops*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	P	---	---	---	---	---	---	---	---	---	
	• *Tire Sales, Installation, and Repair (except retreading) Services*	---	---	---	---	---	---	P	P	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	P	---	---	---	---	---	---	---	---	---	
	• *Plug-In Electric Vehicle (PEV) Charging Facilities (ancillary to an allowed land use)*	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
	• *Hydrogen Fueling Station*	---	---	---	---	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	---	---	---	---	---	---	---	---	
8112	**Electronic and Precision Equipment Repair and Maintenance**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	P	P	---	---	---	P	---	---	---	---	
8113	**Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance**	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	P	---	---	---	P	---	---	---	---	

Table 5.02-1: Land Use Matrix

2022 NAICS Code	Land Uses, Activities, and Facilities Note: In addition to the requirements of this Table, properties located within the Airport Influence Area (AIA) established by the LA/Ontario International Airport Land Use Compatibility Plan (ALUCP) shall be subject to the land use requirements and standards of the ALUCP.	Residential Zoning Districts				Commercial Zoning Districts							Mixed Use Zoning Districts											Industrial Zoning Districts					Specialized Use and Overlay Zoning Districts								Additional Regulations
													MU-1 Zoning District																							
		AR-2 & RE-2	RE-4 & LDR-5	MDR-11, 18 & 25	HDR-45	CS	CN	CC	CR	CCS	OL	OH	LUA-1	LUA-2N	LUA-2S	LUA-3	LUA-4	MU-3	MU-6	MU-8B	MU-8C	MU-8D	MU-8E	BP	IP	IL	IG	IH	AG	CIV	MHP	ONT	OS-C	OS-R	RC	UC	
8114	**Personal and Household Goods Repair and Maintenance**																																			
811411, 811412	*Home and Garden Equipment and Appliance Repair and Maintenance*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	P	---	---	---	---	---	---	---	---	---	
811420	*Reupholsters and Furniture Repair*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	P	---	---	---	---	---	---	---	---	---	
811430	*Footwear and Leather Goods Repair*	---	---	---	---	---	P	P	P	---	---	---	**P	P	P	P	---	P	P	P	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	---	** Use shall be prohibited on the ground/first floor of buildings located along the Euclid Avenue Protection Corridor (refer to Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map) for locations.
811490	*Other Personal and Household Goods Repair and Maintenance -- Without Retail Sales (limited to garment alteration and repair, gun repair, jewelry repair, key duplicating, musical instrument repair and tailor shops)*	---	---	---	---	---	P	P	P	---	---	---	**P	P	P	P	P	P	P	P	P	P	P	P	P	P	---	---	---	---	---	---	---	---	---	---	** Use shall be prohibited on the ground/first floor of buildings located along the Euclid Avenue Protection Corridor (refer to Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map) for locations.
811490	*Boat Repair and Maintenance Services (no retail sales of new boats)*	---	---	---	---	---	---	C	C	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	P	P	P	---	---	---	---	---	---	---	---	---	
811490	*Motorcycle Repair and Maintenance Services (no retail sales of new motorcycles)*	---	---	---	---	---	---	C	C	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	P	P	P	---	---	---	---	---	---	---	---	---	
812	**Personal and Laundry Services**																																			
8121	**Personal Care Services**																																			
812111 812112 812113	*Barber Shops, Beauty Salons, Nail, and Skin Care Services*	---	---	---	---	P	P	P	P	---	---	---	**P	---	---	P	---	P	P	---	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	---	** Use shall be prohibited on the ground/first floor of buildings located along the Euclid Avenue Protection Corridor (refer to Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map) for locations.
812191	*Diet and Weight Reducing Centers*	---	---	---	---	---	P	P	P	---	---	---	**P	---	---	P	---	---	P	P	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	---	
812199	*Other Personal Care Services, limited to the following:*																																			
	• *Body Art Services (includes tattooing, body piercing, and branding)*	---	---	---	---	---	---	C	---	C	---	---	**P	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	See Section 5.03.390 (Tattoo, Body Piercing, Branding, and Permanent Cosmetics Application). ** Use shall be prohibited on the ground/first floor of buildings located along the Euclid Avenue Protection Corridor (refer to Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map) for locations.
	• *Chair Massage*	---	---	---	---	P	P	P	P	P	P	P	**P	---	---	P	---	---	---	P	P	---	P	---	---	---	---	---	---	---	---	P	---	---	---	---	See Section 5.03.270 (Massage Establishments and Services). ** Use shall be prohibited on the ground/first floor of buildings located along the Euclid Avenue Protection Corridor (refer to Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map) for locations.

Table 5.02-1: Land Use Matrix

2022 NAICS Code	Land Uses, Activities, and Facilities *Note: In addition to the requirements of this Table, properties located within the Airport Influence Area (AIA) established by the LA/Ontario International Airport Land Use Compatibility Plan (ALUCP) shall be subject to the land use requirements and standards of the ALUCP.*	Residential Zoning Districts				Commercial Zoning Districts							Mixed Use Zoning Districts											Industrial Zoning Districts					Specialized Use and Overlay Zoning Districts								Additional Regulations
													MU-1 Zoning District																							
		AR-2 & RE-2	RE-4 & LDR-5	MDR-11, 18 & 25	HDR-45	CS	CN	CC	CR	CCS	OL	OH	LUA-1	LUA-2N	LUA-2S	LUA-3	LUA-4	MU-3	MU-6	MU-8B	MU-8C	MU-8D	MU-8E	BP	IP	IL	IG	IH	AG	CIV	MHP	ONT	OS-C	OS-R	RC	UC	
	• *Color Consulting Services*	---	---	---	---	P	P	P	P	---	---	---	**P	---	---	P	---	---	P	P	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	---	** Use shall be prohibited on the ground/first floor of buildings located along the Euclid Avenue Protection Corridor (refer to Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map) for locations.
	• *Day Spas*	---	---	---	---	---	P	P	P	---	---	---	**P	---	---	P	---	---	---	P	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	---	
	• *Hair Removal Services*	---	---	---	---	P	P	P	P	---	---	---	**P	---	---	P	---	---	---	P	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	---	
	• *Hair Replacement Services*	---	---	---	---	P	P	P	P	---	---	---	**P	---	---	P	---	---	P	P	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	---	
	• *Make-Up Salons (includes the application of permanent cosmetics)*	---	---	---	---	P	P	P	P	---	---	---	**P	---	---	P	---	---	P	P	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	---	See Section 5.03.390 (Tattoo, Body Piercing, Branding, and Permanent Cosmetics Application). ** Use shall be prohibited on the ground/first floor of buildings located along the Euclid Avenue Protection Corridor (refer to Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map) for locations.
	• *Massage Establishments*	---	---	---	---	---	---	A	---	A	---	---	**A	---	---	A	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	See Section 5.03.270 (Massage Establishments and Services). ** Use shall be prohibited on the ground/first floor of buildings located along the Euclid Avenue Protection Corridor (refer to Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map) for locations.
	• *Tanning Salons*	---	---	---	---	P	P	P	P	---	---	---	**P	---	---	P	---	---	P	P	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	---	** Use shall be prohibited on the ground/first floor of buildings located along the Euclid Avenue Protection Corridor (refer to Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map) for locations.
	• *Wellness Centers*	---	---	---	---	---	---	P	---	P	---	---	**P	P	---	P	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	If ancillary massage services are proposed, refer to Section 5.03.270 (Massage Establishments and Services) for regulations. ** Use shall be prohibited on the ground/first floor of buildings located along the Euclid Avenue Protection Corridor (refer to Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map) for locations.
8122	**Death Care Services**																																			
812210	*Funeral Director Services (limited to office/retail only)*	---	---	---	---	---	P	P	P	---	---	P	**P	P	P	P	---	---	---	---	---	---	---	P	---	*P	*P	*P	---	---	---	---	P	---	---	---	See Section 5.03.205 (Funeral Director Services). * Allowed only as an ancillary use to Funeral Parlors and Mortuary Services. ** Use shall be prohibited on the ground/first floor of buildings located along the Euclid Avenue Protection Corridor (refer to Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map) for locations.
812210	*Funeral Parlors and Mortuary Services (excludes funeral establishments)*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	---	---	---	---	P	---	---	---	
812210	*Funeral Establishments*	---	---	---	---	---	C	C	C	---	---	---	---	---	---	C	---	---	---	---	---	---	---	C	---	---	---	---	---	---	---	---	P	---	---	---	

Table 5.02-1: Land Use Matrix

2022 NAICS Code	Land Uses, Activities, and Facilities Note: In addition to the requirements of this Table, properties located within the Airport Influence Area (AIA) established by the LA/Ontario International Airport Land Use Compatibility Plan (ALUCP) shall be subject to the land use requirements and standards of the ALUCP.	Residential Zoning Districts				Commercial Zoning Districts							Mixed Use Zoning Districts											Industrial Zoning Districts					Specialized Use and Overlay Zoning Districts								Additional Regulations
													MU-1 Zoning District																								
		AR-2 & RE-2	RE-4 & LDR-5	MDR-11, 18 & 25	HDR-45	CS	CN	CC	CR	CCS	OL	OH	LUA-1	LUA-2N	LUA-2S	LUA-3	LUA-4	MU-3	MU-6	MU-8B	MU-8C	MU-8D	MU-8E	BP	IP	IL	IG	IH	AG	CIV	MHP	ONT	OS-C	OS-R	RC	UC	
812220	*Cemeteries restrictions*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	---	---	---	
812220	*Crematories*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	C	C	---	---	---	---	C	---	---	---	
8123	**Drycleaning and Laundry Services**																																			
812310	*Coin-Operated Laundries and Drycleaners*	---	---	---	---	---	P	P	---	---	---	---	---	---	---	P	---	---	P	---	P	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
812320	*Drycleaning and Laundry Services (except Coin-Operated)*	---	---	---	---	---	P	P	P	P	---	---	**P	---	---	P	---	P	---	P	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	---	See Section 5.03.150 (Drive-Thru Facilities) for the inclusion of drive-thru facilities. ** Use shall be prohibited on the ground/first floor of buildings located along the Euclid Avenue Protection Corridor (refer to Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map) for locations.
812331	*Linen Supply*	---	---	---	---	---	---	P	---	---	---	---	---	---	---	P	---	---	---	---	P	---	P	P	P	P	P	P	---	---	---	P	---	---	---	---	
812332	*Industrial Launderers*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	P	P	P	P	---	---	---	P	---	---	---	---	
8129	**Other Personal Services**																																			
812910	*Pet Grooming and Training Services*	---	---	---	---	---	P	P	P	---	---	---	**P	P	P	P	---	---	P	P	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	---	** Use shall be prohibited on the ground/first floor of buildings located along the Euclid Avenue Protection Corridor (refer to Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map) for locations.
812910	*Pet Boarding and Sitting (animal daycare) Services, and Shelters*	---	---	---	---	---	C	C	C	---	---	---	---	---	---	C	---	---	---	---	---	---	---	C	---	---	---	---	---	---	---	P	---	*P	---	---	* Use shall only permit publicly operated Animal Shelters.
812921	*Photofinishing*	---	---	---	---	---	P	P	P	---	---	---	**P	P	P	P	---	P	---	P	P	---	P	---	---	---	---	---	---	---	---	---	---	---	---	---	** Use shall be prohibited on the ground/first floor of buildings located along the Euclid Avenue Protection Corridor (refer to Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map) for locations.
812930	Parking Lots and Parking Garages																																				
	• Commercial Facilities (pay to park)	---	---	---	---	---	---	C	C	C	---	C	C	C	C	C	C	C	C	C	C	C	C	P	---	---	---	---	---	---	---	---	---	---	---	---	
	• Publicly-Owned Facilities	---	---	---	---	---	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	---	P	---	P	---	P	---	---	
	• Facilities Required in Conjunction with Allowed Uses	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
812990	*Astrology, Fortunetelling, Numerology, Palmistry, Phrenology and Psychic Reading Services*	---	---	---	---	---	---	C	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
812990	*Funeral Planning Services (office only—excludes preparation of the dead for burial or interment, and the conducting of funeral services)*	---	---	---	---	---	P	P	P	---	P	P	**P	---	---	P	---	P	P	P	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	---	** Use shall be prohibited on the ground/first floor of buildings located along the Euclid Avenue Protection Corridor (refer to Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map) for locations.
812990	*Party Planning Services*	---	---	---	---	---	P	P	P	P	P	P	**P	P	P	P	---	P	P	P	P	P	P	---	---	---	---	---	---	---	---	---	---	---	---	---	** Use shall be prohibited on the ground/first floor of buildings located along the Euclid Avenue Protection Corridor (refer to Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map) for locations.

Table 5.02-1: Land Use Matrix

2022 NAICS Code	Land Uses, Activities, and Facilities Note: In addition to the requirements of this Table, properties located within the Airport Influence Area (AIA) established by the LA/Ontario International Airport Land Use Compatibility Plan (ALUCP) shall be subject to the land use requirements and standards of the ALUCP.	Residential Zoning Districts				Commercial Zoning Districts							Mixed Use Zoning Districts											Industrial Zoning Districts					Specialized Use and Overlay Zoning Districts								Additional Regulations
													MU-1 Zoning District																								
		AR-2 & RE-2	RE-4 & LDR-5	MDR-11, 18 & 25	HDR-45	CS	CN	CC	CR	CCS	OL	OH	LUA-1	LUA-2N	LUA-2S	LUA-3	LUA-4	MU-3	MU-6	MU-8B	MU-8C	MU-8D	MU-8E	BP	IP	IL	IG	IH	AG	CIV	MHP	ONT	OS-C	OS-R	RC	UC	
812990	*Personal Fitness Trainer*	---	---	---	---	---	P	P	P	P	P	P	**P	P	P	P	---	P	P	P	P	P	P	P	P	P	P	---	---	---	---	---	---	---	---	---	See Section 5.03.315 (Personal Fitness Trainer). ** Use shall be prohibited on the ground/first floor of buildings located along the Euclid Avenue Protection Corridor (refer to Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map) for locations.
812990	*Wedding and Funerary Chapels (excludes religious assembly)*	---	---	---	---	---	C	C	---	---	---	---	---	---	---	C	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
813	**Religious, Grantmaking, Civic, Professional and Similar Organizations**																																			
8131	**Religious Organizations**																																			
813110	*Religious Assembly*	C	C	C	C	C	C	C	---	C	---	---	---	C	C	C	---	C	C	C	C	C	C	C	C	---	---	---	---	C	C	---	---	---	---	---	
813110	*Monasteries, Convents and Other Similar Facilities*	---	---	C	C	---	---	C	---	---	---	---	---	---	---	---	---	C	C	C	C	C	C	---	---	---	---	---	---	---	C	---	---	---	---	---	
8132, 8133, 8134, 8139	**Grant-Making and Giving Services; Social Advocacy Organizations; Civic and Social Organizations; and Business, Professional, Labor, Political and Similar Organizations**																																			
	• *Offices Only*	---	---	---	---	---	---	P	P	---	P	P	**P	P	P	P	---	P	---	---	P	---	P	---	---	---	---	---	---	---	---	---	---	---	---	---	** Use shall be prohibited on the ground/first floor of buildings located along the Euclid Avenue Protection Corridor (refer to Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map) for locations.
	• *Assembly Facilities*	---	---	---	---	---	---	C	C	---	C	C	---	C	C	C	---	---	---	---	C	---	C	C	C	C	---	---	---	---	---	---	---	---	---	---	
92	**PUBLIC ADMINISTRATION**																																			
921	**Executive, Legislative, and Other General Government Support**	---	---	---	---	---	---	P	P	---	P	P	**P	P	P	P	P	P	P	P	P	P	P	P	---	---	---	---	---	P	---	---	---	---	---	---	** Use shall be prohibited on the ground/first floor of buildings located along the Euclid Avenue Protection Corridor (refer to Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map) for locations.
922	**Justice, Public Order, and Safety Activities**																																			
922110	*Courts*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	---	---	---	---	---	---	---	---	---	---	---	---	P	---	---	---	---	---	---	
922120	*Police Protection (stations, substations, and storefront facilities)*	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
922130	*Legal Counsel and Prosecution*	---	---	---	---	---	---	P	P	P	P	P	**P	P	P	P	P	P	P	P	P	P	P	---	---	---	---	---	---	P	---	---	---	---	---	---	** Use shall be prohibited on the ground/first floor of buildings located along the Euclid Avenue Protection Corridor (refer to Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map) for locations.
922140	*Correctional Institutions*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
922150	*Parole Offices and Probation Offices*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	P	---	---	---	---	---	P	---	---	---	---	---	---	
922160	*Fire Protection*	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	

Table 5.02-1: Land Use Matrix

2022 NAICS Code	Land Uses, Activities, and Facilities *Note: In addition to the requirements of this Table, properties located within the Airport Influence Area (AIA) established by the LA/Ontario International Airport Land Use Compatibility Plan (ALUCP) shall be subject to the land use requirements and standards of the ALUCP.*	Residential Zoning Districts				Commercial Zoning Districts							Mixed Use Zoning Districts											Industrial Zoning Districts					Specialized Use and Overlay Zoning Districts								Additional Regulations
													MU-1 Zoning District																							
		AR-2 & RE-2	RE-4 & LDR-5	MDR-11, 18 & 25	HDR-45	CS	CN	CC	CR	CCS	OL	OH	LUA-1	LUA-2N	LUA-2S	LUA-3	LUA-4	MU-3	MU-6	MU-8B	MU-8C	MU-8D	MU-8E	BP	IP	IL	IG	IH	AG	CIV	MHP	ONT	OS-C	OS-R	RC	UC	
923	**Administration of Human Resource Programs** (limited to administrative offices for education, public health and veterans' affairs, and other similar facilities)	---	---	---	---	---	---	P	P	---	P	P	**P	P	P	P	P	P	P	P	P	P	P	---	---	---	---	---	---	P	---	---	---	---	---	---	** Use shall be prohibited on the ground/first floor of buildings located along the Euclid Avenue Protection Corridor (refer to Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map) for locations.
	TEMPORARY AND INTERIM LAND USES, BUILDINGS, AND STRUCTURES																																			
	Temporary and Interim Land Uses	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	See Section 5.03.395 (Temporary and Interim Land Uses, Buildings, and Structures).
	Temporary and Interim Buildings, Structures, and Facilities																																			
	• *Fewer than 5 years*	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	See Section 5.03.395 (Temporary and Interim Land Uses, Buildings, and Structures).
	• *5 to 10 years*	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	A	C	C	C	C	
	• *More than 10 years*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	A	---	---	---	---	

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Division 5.03—Supplemental Land Use Regulations

Sections:

5.03.000: Purpose
5.03.005: Applicability
5.03.010: Accessory Dwelling Units
5.03.011: Accessory Residential Structures
5.03.015: Adult-Oriented Businesses
5.03.020: Air Transportation
5.03.023: Alcoholic Beverage Manufacturing
5.03.025: Alcoholic Beverage Sales
5.03.030: Ambulatory Health Care Services—All Other Miscellaneous Services
5.03.035: Apparel Manufacturing
5.03.037: Artisan Small-Scale and Micro Manufacturing Facilities
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5.03.000: Purpose

The purpose of this Division is to provide operating, site planning and/or development standards for certain land uses allowed by Division 5.02 (Land Use) of this Development Code, and for activities and facilities that require special standards to mitigate their potential adverse impacts, thereby assuring a land use, activity, and/or facility of stable and desirable character, which is compatible with existing and future development and land uses in the vicinity, and protects the use and enjoyment of neighboring properties consistent with goals and policies of The Ontario Plan.

5.03.005: Applicability

A. The land uses, activities and facilities addressed by this Division shall be located in compliance with Division 5.02 (Land Use) of this Development Code.

B. The standards for specific uses, activities and facilities established by this Division shall supplement, and are required in addition to, the applicable development and subdivision regulations contained in Chapter 6.0 (Development and Subdivision Regulations) of this Development Code.

C. Each and every physical improvement required to be installed or constructed in conjunction with the establishment of a land use, activity or facility addressed by this Division, shall be completed prior to the commencement of the land use.

5.03.010: Accessory Dwelling Units

A. **Purpose.** The purpose of this Section is to allow and regulate accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) in compliance with Article 2 of Chapter 13 of Division 1 of Title 7 of the California Government Code.

B. **Effect of Conforming.** An ADU or JADU that conforms to the standards in this Section will not be:

1. Deemed to be inconsistent with the City's general plan and zoning designation for the lot on which the ADU or JADU is located.

2. Deemed to exceed the allowable density for the lot on which the ADU or JADU is located.

3. Considered in the application of any local ordinance, policy, or program to limit residential growth.

4. Required to correct a nonconforming zoning condition, as defined in Subsection C.7, below. This does not prevent the City from enforcing compliance with applicable building standards in accordance with Health and Safety Code Section 17980.12.

C. **Definitions.** As used in this Section, the words or phrases listed below shall have the meanings thereafter specified:

1. Accessory Dwelling Unit (ADU). An attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. An accessory dwelling unit also includes the following:

a. An efficiency unit, as defined by HSC Section 17958.1; and

b. A manufactured home, as defined by HSC Section 18007.

2. Accessory Structure. A structure that is accessory and incidental to a dwelling located on the same lot.

3. Complete Independent Living Facilities. Permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multiple-family dwelling is or will be situated.

4. Efficiency Kitchen. A kitchen that includes each of the following:

a. A cooking facility with appliances.

b. A food preparation counter and storage cabinets that are of a reasonable size in relation to the JADU.

5. Junior Accessory Dwelling Unit (JADU). A residential unit that:

a. Is no more than 500 SF in size;

b. Is contained entirely within an existing or proposed single-family structure. An enclosed use within the residence, such as an attached garage, is considered to be a part of and contained within the single-family structure;

c. Includes its own separate sanitation facilities or shares sanitation facilities with the existing or proposed single-family structure;

d. If the unit does not include its own separate bathroom, then it contains an interior entrance to the main living area of the existing or proposed single-family structure in addition to an exterior entrance that is separate from the main entrance to the primary dwelling; and

e. It includes an efficiency kitchen, as defined in Subsection C.4, above.

6. Livable Space. A space in a dwelling intended for human habitation, including living, sleeping, eating, cooking, or sanitation.

7. Living Area. The interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.

8. Nonconforming Zoning Condition. A physical improvement on a property that does not conform with current zoning standards.

9. Passageway. A pathway that is unobstructed clear to the sky and extends from a street to one entrance of the ADU or JADU.

10. Proposed Dwelling. A dwelling that is the subject of a permit application and that meets the requirements for permitting.

11. Public Transit. A location, including but not limited to a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.

12. Tandem Parking. Two or more automobiles parked on a driveway or on any other location on a lot, lined up one behind the other.

D. Approvals. The following approvals apply to ADUs and JADUs under this Section:

1. Building Permit Only. If an ADU or JADU complies with each of the general requirements in subsection E below, it is allowed with only a building permit in the following scenarios:

a. *Converted on Single-Family Lot.* One ADU as described in this Subsection D.1.a and one JADU on a lot with a proposed or existing single-family dwelling on it, where the ADU or JADU:

(1) Is either: within the space of a proposed single-family dwelling; within the existing space of an existing single-family dwelling; or (in the case of and ADU only) within the existing space of an accessory structure, plus up to 150 additional SF if the expansion is limited to accommodating ingress and egress; and

(2) Has exterior access that is independent of that for the single-family dwelling; and

(3) Has side and rear setbacks sufficient for fire and safety, as dictated by applicable building and fire codes; and

(4) The JADU complies with the requirements of Government Code Sections 66333 through 66339.

b. *Limited Detached on Single-Family Lot.* One detached, new-construction ADU on a lot with a proposed or existing single-family dwelling (in addition to any JADU that might otherwise be established on the lot under Subsection D.1.a, above), if the detached ADU satisfies each of the following limitations:

(1) The side- and rear-yard setbacks are at least 4 FT; and

(2) The total floor area is 800 SF or smaller; and

(3) The peak height above grade does not exceed the applicable height limit provided in Subsection E.2, below.

c. *Converted on Multiple-Family Lot.* One or more ADUs within portions of existing multiple-family dwelling structures that are not used as livable space, including but not limited to storage rooms, boiler rooms, passageways, attics, basements, or garages, if each converted ADU complies with state building standards for dwellings. Under this Subsection D.1.c,

at least one converted ADU is allowed within an existing multiple-family dwelling, up to a quantity equal to 25 percent of the existing multiple-family dwelling units.

d. *Limited Detached on Multiple-Family Lot.* No more than two detached ADUs on a lot with a proposed multiple-family dwelling, or up to 8 detached ADUs on a lot with and existing multiple-family dwelling, if each detached ADU satisfies all of the following:

(1) The side- and rear-yard setbacks are at least 4 FT. If the existing multiple-family dwelling has a rear or side yard setback of less than 4 FT, the City shall not require any modification to the multiple-family dwelling as a condition of approving the ADU; and

(2) The peak height above grade does not exceed the applicable height limit provided in Subsection E.2, below.

(3) If the lot has an existing multiple-family dwelling, the quantity of detached ADUs does not exceed the number of primary dwelling units on the lot.

2. Process and Timing.

a. The City must approve or deny an application to create an ADU or JADU within 60 days from the date that the City receives a completed application. If the City has not approved or denied the completed application within 60 days, the application is deemed approved unless either:

(1) The applicant requests a delay, in which case the 60-day time period is tolled for the period of the requested delay, or

(2) When an application to create an ADU or JADU is submitted with a permit application to create a new single-family or multiple-family dwelling on the lot, the City may delay acting on the permit application for the ADU or JADU until the City acts on the permit application to create the new single-family or multiple-family dwelling, but the application to create the ADU or JADU will still be considered ministerially, without discretionary review or a hearing.

b. If the City denies application to create an ADU or JADU, the City must provide the applicant with comments that include, among other things, a list of all the defective or deficient items and a description of how the application may be remedied by the applicant. Notice of the denial and corresponding comments must be provided to the applicant within the 60-day time period established by Subsection D.3.b, above.

c. A demolition permit for a detached garage that is to be replaced with an ADU is reviewed with the application for the ADU and issued at the same time.

E. General ADU and JADU Requirements. The following requirements apply to all ADUs and JADUs that are approved under Subsections D.1 or D.2, above:

1. Zoning.

a. An ADU subject only to a building permit under Subsection D.1, above, may be created on a lot in a residential or mixed-use zoning district.

b. An ADU subject to Subsection D.2, above, may be created on a lot that is zoned to allow single-family dwelling residential use or multiple-family dwelling residential use.

c. In accordance with Government Code section 66333(a), a JADU may only be created on a lot zoned for single-family residences.

2. Height.

a. Except as otherwise provided by Subsections E.2.b and E.2.c, below, a detached ADU created on a lot with an existing or proposed single-family or multiple-family dwelling unit may not exceed 16 FT in height.

b. A detached ADU may be up to 18 FT in height if it is created on a lot with an existing or proposed single-family or multiple-family dwelling unit that is located within one-half mile walking distance of a major transit stop or a high quality transit corridor, as those terms are defined in Section 21155 of the Public Resources Code, and the ADU may be up to two additional feet in height (for a maximum of 20 FT) if necessary to accommodate a roof pitch on the ADU that is aligned with the roof pitch of the primary dwelling unit.

c. A detached ADU created on a lot with an existing or proposed multiple-family dwelling that has more than one story may not exceed 18 FT in height.

d. An ADU that is attached to the primary dwelling may not exceed 25 FT in height or the height limitation imposed by the underlying zone that applies to the primary dwelling, whichever is lower. Notwithstanding the foregoing, ADUs subject to this Subsection E.2.d may not exceed two stories.

e. For purposes of this Subsection E.2, height is measured from existing legal grade or the level of the lowest floor, whichever is lower, to the peak of the structure.

3. Fire Sprinklers.

a. Fire sprinklers are required in an ADU if sprinklers are required in the primary residence.

b. The construction of an ADU does not trigger a requirement for fire sprinklers to be installed in the existing primary dwelling.

4. Rental Term. No ADU or JADU may be rented for a term that is shorter than 30 days. This prohibition applies regardless of when the ADU or JADU was created.

5. No Separate Sale or Conveyance. An ADU or JADU may be rented, but, except as provided in Government Code section 66341, no ADU or JADU may be sold or otherwise conveyed separately from the lot and the primary dwelling (in the case of a single-family lot) or from the lot and all of the dwellings (in the case of a multiple-family lot).

6. Septic System. If the ADU or JADU will connect to an onsite wastewater-treatment system, the owner must include with the application a percolation test completed within the last 5 years or, if the percolation test has been recertified, within the last 10 years.

7. Owner Occupancy.

a. An ADU created under this section on or after January 1, 2020 are not subject to an owner-occupancy requirement.

b. As required by state law, all JADUs are subject to an owner-occupancy requirement. A natural person with legal or equitable title to the property must reside on the property, in either the primary dwelling or JADU, as the person's legal domicile and permanent residence. However, the owner-occupancy requirement in this Subsection E.7.b does not apply if the property is entirely owned by another governmental agency, land trust, or housing organization.

8. "Rent Reporting. In order to facilitate the City's obligation to identify adequate sites for housing in accordance with Government Code Sections 65583.1 and 66330, the following requirements must be satisfied:

a. With the building-permit application, the applicant must provide the City with an estimate of the projected annualized rent that will be charged for the ADU or JADU.

b. Within 90 days after each January 1 following issuance of the building permit, the owner must report the actual rent charged for the ADU or JADU during the prior year. If the City does not receive the report within the 90-day period, the owner is in violation of this Code, and the City may send the owner a notice of violation and allow the owner another 30 days to submit the report. If the owner fails to submit the report within the 30-day period, the City may enforce this provision in accordance with applicable law.

9. Building and Safety.

a. *Must Comply with Building Code*. Subject to Subsection E.10.b, below, all ADUs and JADUs must comply with all local building code requirements.

b. *No Change of Occupancy*. Construction of an ADU does not constitute a Group R occupancy change under the local building code, as described in Section 310 of the California Building Code, unless the building official or Community Improvement Division officer makes a written finding based on substantial evidence in the record that the construction of the ADU could have a specific, adverse impact on public health and safety. Nothing in this Subsection E.9.b prevents the City from changing the occupancy code of a space that was uninhabitable space or that was only permitted for nonresidential use and was subsequently converted for residential use in accordance with this Section.

F. Specific ADU Requirements. The following requirements apply only to ADUs that require an ADU permit under Subsection D.2, above.

1. Maximum Size.

a. The maximum size of a detached or attached ADU subject to this Subsection F is 850 SF for a studio or one-bedroom unit and 1,000 SF for a unit with two or more bedrooms.

b. An attached ADU that is created on a lot with an existing primary dwelling is further limited to 50 percent of the floor area of the existing primary dwelling.

c. Application of other development standards in this Subsection F, such as lot coverage, might further limit the size of the ADU, but no application of the percent-based size limit

in Subsection F.1.b, above, or front setback, lot coverage limit, or open-space requirement may require the ADU to be less than 800 SF.

2. Building Setbacks.

a. Subject to Subsection F.1.c, above, an ADU that is subject to this Subsection F shall maintain a minimum front yard setback of 30 FT from arterial street rights-of-way and 20 FT from all collector and local street rights-of-way.

b. An ADU that is subject to this Subsection F must conform to 4-FT side yard and rear yard setbacks.

c. No setback is required for an ADU that is subject to this Subsection F if the ADU is constructed in the same location and to the same dimensions as an existing structure.

3. Lot Coverage. No ADU subject to this Subsection F may cause the total lot coverage of the lot to exceed the maximum lot coverages shown in the Tables below, subject to Subsection F.1.c, above.

Traditional Single-Family Residential Development Standards

Requirements	*Residential Zoning Districts*				
	AR-2	*RE-2*	*RE-4*	*LDR-5*	*MDR-11, MDR-18, MDR-25 & HDR-45*
Maximum Lot Coverage	30%	40%		50%	60%

Small Lot Traditional and Alley-Loaded Single-Family Residential Development Standards

Requirements	*Residential Zoning Districts*		
	LDR-5	*MDR-11*	*MDR-18, MDR-25 & HDR-45*
Maximum Lot Coverage	55%	60%	70%

Multiple-Family Residential Development Standards

Requirements	*Residential Zoning Districts*			
	MDR-11	*MDR-18*	*MDR-25*	*HDR- 45*
Maximum Project Coverage	60%			100%

4. Minimum Open Space. No ADU subject to this Subsection F may cause the total percentage of open space of the lot to fall below the minimum requirements specified below, subject to Subsection F.1.c, above.

a. *Small Lot Traditional and Alley-Loaded Development Projects, and Cluster Single-Family Development Projects.* Small lot traditional, small lot alley-loaded, and cluster single-family development projects that consist of more than 3 dwellings, shall devote a minimum of 20 percent of the project site to open space.

b. *Multiple-Family and Mixed-Use Development Projects.* Multiple-family development projects and the multiple-family residential portion of mixed-use development projects that consist of more than 3 dwellings, shall provide open space as follows:

Minimum Open Space Requirements for Multiple-Family and Mixed-Use Development Projects

Open Space Type	Zoning Districts		
	MDR-11 & MDR-18	MDR-25	HDR-45
Private Open Space	200 SF (40%)	150 SF (37.5%)	60 SF (20%)
Common Open Space	300 SF (60%)	250 SF (62.5%)	250 SF (80%)
Total Open Space	500 SF (100%)	400 SF (100%)	310 SF (100%)

5. Passageway. No passageway, as defined by Subsection C.9, above, is required for an ADU.

6. Off-Street Parking.

a. *Generally*. One off-street parking space is required for each ADU. The parking space may be provided in setback areas or as tandem parking, as defined by Subsection C.12, above.

b. *Exceptions.* No parking under Subsection F.7.a, above, is required in the following situations:

(1) The ADU is located within one-half mile walking distance of public transit, as defined in Subsection C.11, above.

(2) The ADU is located within an architecturally and historically significant historic district.

(3) The ADU is part of the proposed or existing primary residence, or an accessory structure under Subsection D.1.a, above.

(4) When on-street parking permits are required but not offered to the occupant of the ADU.

(5) When there is an established car share vehicle stop located within one block of the ADU.

(6) When the permit application to create an ADU is submitted with an application to create a new single-family or multiple-family dwelling on the same lot, provided that the ADU or the lot satisfies any other criteria listed in Subsections F.6.b(1) through F.6.b(5), above.

c. *No Replacement.* When a garage, carport, covered parking structure, or uncovered parking space is demolished in conjunction with the construction of an ADU or converted to an ADU, those off-street parking spaces are not required to be replaced.

7. Architectural Requirements.

a. The materials and colors of the exterior walls, roof, and windows and doors must match the appearance and architectural design of those of the primary dwelling.

b. The roof slope must match that of the dominant roof slope of the primary dwelling. The dominant roof slope is the slope shared by the largest portion of the roof.

c. The exterior lighting must be limited to down-lights or as otherwise required by the City's Building or Fire Code.

d. The ADU must have an independent exterior entrance, apart from that of the primary dwelling.

e. The interior horizontal dimensions of an ADU must be at least 10 FT wide in every direction, with a minimum interior wall height of 7 FT.

f. Windows and doors of the ADU may not have a direct line of sight to an adjoining residential property. Fencing, landscaping, or privacy glass may be used to provide screening and prevent a direct line-of-sight.

g. All windows and doors in an ADU are less than 30 FT from a property line that is not a public right-of-way line must either be (for windows) clerestory with the bottom of the glass at least 6 FT above the finished floor, or (for windows and for doors) utilize frosted or obscure glass.

8. Landscape Requirements. A Landscape Plan shall be submitted to the City, which provides for evergreen landscape screening, to include trees, shrubs, and groundcovers that shall be planted, permanently irrigated, and fully maintained, and which is located between an ADU and adjacent parcels, and where an ADU impacts a front yard and/or is subject to public views from a public or private street. Evergreen landscape screening shall be provided as follows:

a. Minimum 15-gallon size screening shrubs shall be installed at every 5 linear feet of exterior building wall. Alternatively, a 6-FT high decorative masonry block wall may be constructed.

b. ADUs created by garage conversion, which results in the removal of the garage door, shall provide a minimum 3-FT wide foundation landscape planter for the full length of the wall wherein the garage door was removed, which shall be fully landscaped and irrigated, and permanently maintained.

c. All landscaping must be drought tolerant and California friendly.

d. Landscape and irrigation plans shall be prepared and submitted to the City for review and approval.

9. Historical Protections. An ADU that is on or within 600 feet of real property that is listed in the California Register of Historic Resources must be located so as to not be visible from any public right-of-way.

G. Fees. The following requirements apply to all ADUs and JADUs that are approved under Subsections D.1 or D.2, above.

1. Impact Fees.

a. No impact fee is required for an ADU that is less than 750 SF in size. For the purposes of this Subsection G.1, the term "impact fee" means a "fee" under the Mitigation Fee Act

(Government Code Section 66000(b)) and a fee under the Quimby Act (Government Code Section 66477). "Impact fee" as used in this Section, does not include any connection fee or capacity charge for water or sewer service.

b. Any impact fee that is required for an ADU that is 750 SF or larger in size must be charged proportionately in relation to the square footage of the primary dwelling unit (e.g., the floor area of the ADU, divided by the floor area of the primary dwelling, times the typical fee amount charged for a new dwelling.)

2. Utility Fees.

a. If an ADU is constructed with a new single-family home, a separate utility connection directly between the ADU and the utility and payment of the normal connection fee and capacity charge for a new dwelling are required.

b. Except as described in Subsection G.2.a, converted ADUs on a single-family lot that are created under Subsection D.1.a above are not required to have a new or separate utility connection directly between the ADU and the utility. Nor is a connection fee or capacity charge required.

c. Except as described in Subsection G.2.a, all ADUs that are not covered by Subsection G.2.b require a new, separate utility connection directly between the ADU and the utility for any utility that is provided by the city. All utilities that are not provided by the city are subject to the connection and fee requirements of the utility provider.

(1) The connection is subject to a connection fee or capacity charge that is proportionate to the burden created by the ADU based on either the floor area or the number of drainage-fixture units (DFU) values, as defined by the Uniform Plumbing Code, upon the water or sewer system.

(2) The portion of the fee or charge that is charged by the city may not exceed the reasonable cost of providing this service.

H. Nonconforming Zoning Code Conditions, Building Code Violations, and Unpermitted Structures.

1. Generally. The City will not deny an ADU or JADU application due to a nonconforming zoning condition, building code violation, or unpermitted structure on the lot that does not present a threat to the public health and safety and that is not affected by the construction of the ADU or JADU.

2. Unpermitted ADUs constructed before 2020.

a. *Permit to Legalize.* As required by state law, the City may not deny a permit to legalize an existing, but unpermitted ADU or JADU that was constructed before January 1, 2020, if denial is based on either of the following grounds:

(1) The ADU or JADU violates applicable building standards; or

(2) The ADU or JADU does not comply with state ADU or JADU law or this ADU ordinance (Section 5.03.010).

b. *Exceptions.*

(1) Notwithstanding Subsection H.2.a, above the City may deny a permit to legalize an existing but unpermitted ADU or JADU that was constructed before January 1, 2020, if the City makes a finding that correcting a violation is necessary to comply with the standards specified in California Health and Safety Code Section 17920.3.

(2) Subsection H.2.a, above does not apply to a building that is deemed to be substandard in accordance with California Health and Safety Code Section 17920.3.

I. Nonconforming ADUs and Discretionary Approval. Any proposed ADU or JADU that would otherwise be allowed under this section but that does not conform to the objective design or development standards set forth in Subsections A through H of this Section may be allowed by the City, subject to a Conditional Use Permit issued in accordance with the other provisions of this Development Code.

5.03.011: Accessory Residential Structures

A. Purpose. The purpose of this Section is to establish standards for the construction and use of Accessory Residential Structures (other than Accessory Dwelling Units allowed pursuant to Section 5.03.010 of this Development Code) in conjunction with existing single-family dwellings located within single-family or multiple-family zoning districts. (Note: The construction and use of Accessory Residential Structures in conjunction with existing multiple-family dwellings shall be subject to the development standards applicable to the primary multiple-family dwellings.)

B. Applicability. For purposes of this Section, the herein established development standards shall apply to Accessory Residential Structures such as garages, carports, guesthouses, storage sheds, pool houses, recreation rooms, etc., which are incidental or subordinate to the primary dwelling.

C. Definitions. As used in this Section, the words or phrases listed below shall have the meanings thereafter specified:

1. Accessory Residential Structure. A structure that is incidental or subordinate to the primary dwelling on the same site, or the use of which is incidental or subordinate to the use of the primary dwelling of the site.

2. Attached Accessory Residential Structure. An Accessory Residential Structure that is joined to the primary dwelling by means of a shared common wall or is joined by a roof that extends the full width of the smaller of two connecting structures, creating a covered breezeway. An Attached Accessory Residential Structure is deemed to be attached to, and a part of, the primary dwelling.

3. Breezeway. A fully roofed, open passage that connects two buildings, such as a house and garage.

D. General Requirements. Accessory detached residential structures shall be developed pursuant to the following standards:

1. Accessory Residential Structures shall only be allowed on a lot containing a single-family dwelling, and may be attached to the primary dwelling, or may be an independent structure that is detached from the primary dwelling.

2. An Accessory Residential Structure that is attached to the primary residential structure shall contain no more than 50 percent of the gross floor area of the primary residential structure and shall be subject to the development standards applicable to the primary residential structure (refer to Section 6.01.010 (Residential Zoning Districts) of this Development Code).

3. An Accessory Residential Structure that is detached from the primary residential structure shall comply with the development standards contained in Table 5.03-1 (Development Standards for Accessory Residential Structures), below:

Table 5.03-1: Development Standards for Detached Accessory Residential Structures

Requirements	*Residential Zoning Districts*				*Additional Regulations*
	AR-2 & RE-2	*RE-4 & LDR-5*	*MDR-11, 18 & 25*	*HDR-45*	
A. Maximum Height					
1. Conditional Use Permit Required	35 FT				Note 1
2. Permitted by Right	16 FT				
B. Maximum Area					
1. Conditional Use Permit Required	As deemed appropriate by the Approving Authority				Note 2
2. Permitted by Right	650 SF/1,100 SF				Note 2
3. Guesthouses	650 SF				
C. Minimum Setbacks					
1. From Street Side Property Line	10 FT				Notes 3 and 4
2. From Interior Side Property Line	10 FT	0 FT/5 FT			Notes 3 and 5
3. From Rear Property Line					
a. Width of Structure ≤25 FT	5 FT				Note 3
b. Width of Structure >25 FT	10 FT				Note 3
4. From Alley Property Line (alley-facing garages only)	6 FT				Note 6
D. Minimum Separation Between Structures	6 FT				Note 3
E. Minimum Separation from Major Pipelines	50 FT				Note 7

Notes:

1. *Detached Accessory Residential Structures in excess of 16 FT in height shall require Conditional Use Permit (or Certificate of Appropriateness for structures on the Ontario Register of Historic Places) approval.*
2. *Detached accessory structures in excess of 650 SF in area shall require Conditional Use Permit or Certificate of Appropriateness approval, as applicable, except that the maximum area allowed without benefit of Conditional Use Permit or Certificate of Appropriateness approval may be increased to 1,100 SF to accommodate garage parking*

required for uses on the affected property pursuant to Table 6.03-1 (Off-Street Parking Requirements) of this Development Code.

3. *For child play structures, doghouses, and other similar accessory structures, there shall be no minimum required setback or separation between buildings/structures; provided, the accessory structure is located within a side or rear yard area and is screened from public view.*
4. *Garages with vehicle doors facing a public street shall be setback a minimum of 20 FT behind the street property line (minimum 18 FT behind the street property line if an overhead rollup garage door is provided).*
5. *Within the MDR-11, MDR-18, MDR-25, and HDR-45 zoning districts, the interior side setback shall be 5 FT for structures located 75 FT or less from the front property line, and 0 FT for structures located more than 75 FT from the front property line For a setback less than 3 FT, the Zoning Administrator may require that an easement be provided on the contiguous lot to ensure access to all sides of the structure for the purpose of building maintenance.*
6. *A detached garage that takes access from a public alley shall be setback a minimum of 6 FT from the property line that is common to the public alley, measured from the wall containing the vehicle access door.*
7. *Includes major high pressure pipelines for fuel oil, gasoline, and diesel and aviation fuels within the City. Existing pipelines include:*
    a. *Two parallel pipelines (a 16-inch and a 20-inch) that enter the City at Benson Avenue, traveling parallel to the northerly side of the Southern Pacific right-of-way to Ontario International Airport, then parallel to the southerly side of the Southern Pacific right-of-way, then parallel to the northerly side of the right-of-way beyond Ontario International Airport, then exiting the City at Etiwanda Avenue; and*
    b. *Two parallel pipelines that traverse the easterly portion of the City, entering the City at the southerly portion of Milliken Avenue, then traveling north under Milliken Avenue to Inland Empire Boulevard, then east to Rochester Avenue, then north to the City Limits.*

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4. An Accessory Residential Structure that is detached from the primary residential structure shall be located on the rear one-half of the lot on which it is constructed.

5. The sum total of the area of all Accessory Residential Structures on a lot, excepting ADUs conforming to Section 5.03.010 (Accessory Dwelling Units) of this Division, shall be equal to no more than 50 percent of the GFA of the primary residential structure or 650 SF, whichever is greater. A Conditional Use Permit shall be required for properties where the sum total of all Accessory Residential Structures exceeds 50 percent of the GFA of the primary residential structure or 650 SF, whichever is greater.

6. An Accessory Residential Structure shall not contain a kitchen or cooking facilities (excluding outdoor kitchens and cooking facilities).

7. The size, footprint, height, bulk, and scale of an Accessory Residential Structure shall be compatible with the primary residential structure, and other Accessory Residential Structures in the surrounding neighborhood.

8. The area of an Accessory Residential Structure shall be the minimum necessary to house, shelter, or secure the use proposed within the structure; however, in no case shall the total gross floor area of all Accessory Detached Residential Structures on a lot exceed the floor area of the primary residential structure, excepting those accessory structures used for animal keeping purposes. In calculating the area of all Accessory Residential Structures on a lot, required parking within a garage shall be excluded from the calculation, up to a maximum of 3 covered parking stalls (maximum 651 SF).

9. Accessory Residential Structures shall match the primary residential structure with respect to architectural design and detailing, roof material and design, exterior color, exterior finish materials, window and door design, and design and placement of attic vents, excepting

those Accessory Detached Residential Structures less than 120 SF in area, and those used solely for animal keeping purposes within the AR-2 and RE-2 zoning districts, and the AG Overlay district. For the purposes of this Section, Accessory Residential Structures intended solely for animal keeping purposes may also be used for the storage of vehicles, machinery, and equipment used in animal keeping.

10. No shipping container or other similar container shall be located on any residentially zoned property to accommodate the on-site storage of tools, vehicles, equipment, and other materials. This provision is not intended to prohibit the conversion of shipping containers into legally established buildings for habitable or non-habitable purposes.

11. Accessory Residential Structures shall not be located within front yards, street side yards of corner lots, or in front of the main dwelling.

12. An Accessory Residential Structure containing mechanical or other fixed equipment capable of creating a noise that is audible beyond the property line shall be placed a minimum of 5 FT from an interior side or rear property line.

13. An Accessory Residential Structure shall only be placed within the interior side or rear yard area of a lot.

14. A lot developed with an Accessory Residential Structure shall maintain a useable rear yard as follows:

a. A traditional single-family dwelling shall maintain a useable rear yard area having minimum dimension of 20 FT in any horizontal direction; and

b. A small lot single-family dwelling shall maintain a useable rear yard having a minimum dimension of 10 FT in any horizontal direction.

15. On a reversed corner lot, an Accessory Residential Structure shall comply with the following:

a. The Accessory Residential Structure located within the rear yard area shall not project beyond the minimum required front yard setback of the adjoining key lot, and shall be located no closer than 5 FT from the side property line of the key lot (rear property line of the reverse corner lot); and

b. The Accessory Structure shall be no closer to the rear property line than the minimum required side yard setback on the adjoining key lot.

E. Guesthouses. In addition to the standards applicable to Other Accessory Residential Structures contained in Subsection B of this Section, guesthouses shall comply with the following additional standards:

1. Not more than one Guesthouse shall be permitted per lot containing a primary single-family dwelling, and a Guesthouse shall not be constructed if an Accessory Dwelling Unit exists on the lot.

2. A Guesthouse shall be for the sole use of the family of the occupants of the main dwelling and persons employed on the premises, or for temporary use by non-paying guests for a

period not to exceed 90 days within any 120-day period. In addition, Guesthouses shall not be rented or otherwise used as a separate, independent residence.

F. **Carports.** No Carport shall be allowed within a front or street side yard setback area. Carports shall not be permitted in lieu of a garage required pursuant to the provisions of Table 6.03-1 (Off-Street Parking Requirements) of this Development Code, unless otherwise permitted by this Section.

G. **Restrictive Covenant.** Prior to the issuance of a building permit for an Accessory Residential Structures, the Planning Director may require that a restrictive covenant running with the land, which is binding on the property owner and their successors in interest, be recorded with the office of the San Bernardino County Recorder, which specifies that the Accessory Residential Structure shall not be used as an independent dwelling unit. Furthermore, restrictions may be included that are intended to ensure on-going compliance with the provisions of this Subsection B.

5.03.015: Adult-Oriented Businesses

The following regulations shall govern the establishment and operation of adult-oriented businesses within the City:

A. **Purpose.** It is the intent of these Adult-Oriented Business regulations to prevent community-wide adverse economic impacts, increased crime, decreased property values, and the deterioration of neighborhoods, which can be brought about by locating Adult-Oriented Businesses in close proximity to each other or proximity to other incompatible uses such as schools, churches, and residentially zoned districts or uses. The City Council finds that it has been demonstrated in various communities that the concentration of Adult-Oriented Businesses causes an increase in the number of transients in the area, and an increase in crime, and in addition to the effects described above, can cause other businesses and residents to move elsewhere. It is, therefore, the purpose of these Adult-Oriented Business regulations to establish reasonable and uniform regulations to ameliorate the harmful effects of Adult-Oriented Businesses or their close proximity to incompatible uses, while providing reasonable alternative avenues of communication.

Moreover, it is also the purpose of these Adult-Oriented Business regulations to facilitate regulation of Adult-Oriented Businesses and the performers that may be employed by such establishments pending resolution of the prior permitting issues raised in Baby Tam & Co., Inc. v. City of Las Vegas, 154 F.3d 1097 (9th Cir. 1998). The intent of the registration requirements contained in these Adult-Oriented Business regulations is to provide enforcement agencies with sufficient information to assist them in ensuring that criminal elements do not infiltrate Adult-Oriented Businesses, that minors are not employed by such establishments, and that the establishments will comply with the zoning and operational standards imposed by these Adult-Oriented Business regulations.

B. **Findings.** The City Council of the City of Ontario, California, hereby, finds as follows:

1. The City Council finds that various studies and court decisions presented to the City Council have determined that the establishment of Adult-Oriented Businesses is linked to increases in crime and other adverse effects. The City, in enacting this ordinance, more specifically finds that these studies provide convincing evidence that:

a. Adult-Oriented Businesses are linked to, and associated with, increases in crime rates in those areas in which they are located and in surrounding areas;

b. Both the proximity of Adult-Oriented Businesses to sensitive land uses and the concentration of Adult-Oriented Businesses tend to result in the blighting and deterioration of the areas next to which, and near which, they are located;

c. There is substantial evidence that an increase in crime tends to accompany, concentrate around, and be aggravated by Adult-Oriented Businesses, including but not limited to an increase in the crimes of narcotics distribution and use, prostitution, pandering, and violence against persons and property. The studies from other cities establish convincing evidence that Adult-Oriented Businesses that are not regulated as to permissible locations often have a deleterious effect on nearby businesses and residential areas, causing, among other adverse secondary effects, an increase in crime and a decrease in property values;

d. Studies concerning increases in crime surrounding Adult-Oriented Businesses are further supported by the City's own experiences confirming an inordinate amount of police response calls to the City's two existing Adult-Oriented Businesses, "the Reel One" and "the Villa Theater." The police response statistics from the Ontario Police Department for the period from 1996 to 1998 indicate that City police have been called out to these locations over 70 times to investigate solicitation and prostitution activities, lewd conduct, indecent exposure, illegal drug use and possession, use of counterfeit money, thefts, burglaries, and other disturbances;

2. Based on the forgoing, the City Council finds and determines that special regulation of Adult-Oriented Businesses is necessary to ensure that their adverse secondary effects will not cause or contribute to an increase in crime rates or the blighting or deterioration of the areas in which they are located or surrounding areas. The need for such special regulations is based upon the recognition that Adult-Oriented Businesses not only cause adverse secondary effects, but also have seriously objectionable operational characteristics, particularly when several of them are concentrated under certain circumstances or located in direct proximity to sensitive uses, thereby having a deleterious effect upon an adjacent area. It is the purpose and intent of these regulations to prevent or mitigate such adverse secondary effects;

3. The protection and preservation of the public health, safety and welfare require that certain distances be maintained between Adult-Oriented Businesses and other sensitive uses, including residential, religious and educational uses, as well as to minimize the adverse secondary effects between the proximity of Adult-Oriented Businesses and other Adult-Oriented Businesses and truck stops. Moreover, the locational requirements established by this Section do not unreasonably restrict the establishment or operation of constitutionally protected Adult-Oriented Businesses in the City. A sufficient and reasonable number of appropriate locations for the operation of Adult-Oriented Businesses will remain available after the enactment of these Adult-Oriented Business regulations.

4. The City Council also finds that locational criteria alone do not adequately protect the health, safety, and general welfare of the citizens of the City, and thus, certain requirements with respect to the ownership and operation of Adult-Oriented Businesses are in the public interest. In addition to the findings and studies conducted in other cities regarding increases in crime rates, decreases in property values, and the blighting of areas in which Adult-Oriented Business are located, the city Council also takes legislative notice of the facts recited in the case of *Kev, Inc., v. Kitsap County* (9th Cir. 1986) 793 F.2d 1053, and *Colacurcio v. City of Kent*, 1998 WL 848036 (9th Cir.), regarding how live adult entertainment results in adverse secondary effects such as prostitution, drug dealing, and other law enforcement problems;

5. Zoning, permitting, licensing, and other police power regulations are legitimate, reasonable means of accountability to help protect the quality of life in the City and to help assure that owners, operators and performers of Adult-Oriented Businesses comply with reasonable regulations and are located in places that minimize the adverse secondary effects that naturally accompany the operation of Adult-Oriented Businesses;

6. The City Council recognizes that possible harmful effects on children and minors exposed to the secondary effects of Adult-Oriented Businesses, the deterioration of respect for family values, and the need and desire of children and minors to stay away from, and avoid, Adult-Oriented Businesses, which causes children to be fearful and cautions when walking through or visiting the immediate neighborhood of these businesses. The City Council desires to: minimize and control the adverse secondary effects associated with the operation of Adult-Oriented Businesses and thereby protect the health, safety, and welfare of the citizens of Ontario, and in particular, the health, safety, and welfare of children and minors in the City; protect the citizens from increased crime; preserve their quality of life; preserve property values and the character of surrounding neighborhoods and businesses; deter the spread of urban blight and protect against the threat to health from the spread of communicable and sexually transmitted diseases;

7. Nothing in these Adult-Oriented Business regulations is intended to authorize, legalize, or permit the establishment, operation, or maintenance of any business, building, or use that violates any applicable City ordinance or any statute of the State of California relating to public nuisances, unlawful or indecent exposure, sexual conduct, lewdness, obscene or harmful matter, or the exhibition or public display thereof;

8. The City Council further finds the following, in part, based upon its understanding of the judicial decisions and the reports, studies and other documents in the public record:

a. Evidence indicates that the existence of Adult-Oriented Businesses that permit nudity have been shown in some cities to increase the secondary effects of crime and decrease property values;

b. Evidence has demonstrated that Performers employed by Adult-Oriented Businesses have been found to offer and provide private shows to patrons who, for a price, are permitted to observe and participate with the performers in live sex shows;

c. Evidence indicates that performers at Adult-Oriented Businesses have been found to engage in acts of prostitution with patrons of the establishment;

d. Evidence indicates that fully enclosed booths, individual viewing areas, and other small rooms whose interiors cannot be seen from public areas of the Adult-Oriented Business regularly have been found to be used as locations for engaging in unlawful sexual activity; and

e. As a result of Subparagraphs B.8.a through d, above, and the increase in the incidence of AIDS and Hepatitis B, which are both sexually transmitted diseases, the City Council has a substantial interest in adopting regulations that will reduce to the greatest extent possible, the possibility for the occurrence of casual sex acts at Adult-Oriented Businesses;

9. In regulating nudity and semi-nudity in Adult-Oriented Businesses, the City Council does not intend to proscribe the communication of erotic messages or any other communicative element or activity, but rather only to regulate nudity and semi-nudity in Adult-Oriented Businesses

due to the adverse secondary effects associated therewith, including prostitution, sexual assault, and associated crimes;

10. The City Council further finds, as a wholly independent basis, that it has a substantial public interest in preserving societal order and morality, and that such interest is furthered by the regulation of nudity and semi-nudity in Adult-Oriented Businesses;

11. While the City Council desires to protect the rights conferred by the United States and California Constitutions on Adult-Oriented Businesses, it does so in a manner that ensures the continued and orderly development of property within the City and diminishes, to the greatest extent feasible, those undesirable secondary adverse effects which the Studies have shown to be associated with the development and operation of Adult-Oriented Businesses;

12. In enacting nudity and semi-nudity regulations pursuant to these Adult-Oriented Business regulations, the City Council declares that the regulations do not create or regulate a criminal offense, and the City Council has not provided a criminal penalty for a violation of these regulations;

13. The City Council finds that preventing the direct exchange of money between Performers and Patrons also reduces the likelihood of drug and sexual transactions occurring in Adult-Oriented Businesses;

14. Requiring a 10-FT separation between performers and patrons reduces the likelihood that these persons will negotiate narcotics sales, or negotiate for the purpose of engaging in sexual activities or obtaining sexual favors within the Adult-Oriented Businesses; and

15. Enclosed or concealed booths and dimly lit areas within Adult-Oriented Businesses greatly increase the potential for misuse of the premises, including unlawful conduct of a type that facilitates transmission of disease. Requirements that all indoor areas be open to view by management at all times and that adequate lighting be provided are necessary in order to reduce the opportunity for, and, therefore, the incidence of illegal conduct within Adult-Oriented Businesses, and to facilitate the inspection of the interior of the premises thereof by law enforcement personnel.

C. Definitions. As used in these Adult-Oriented Business regulations, the following words, terms, and phrases are defined as follows:

1. Applicant. A person who is required to file an application for a registration certificate under these Adult-Oriented Business regulations, including an individual owner, managing partner, officer of a corporation, or any other operator, manager, employee, or agent of an Adult-Oriented Business.

2. Bar. Any commercial establishment licensed by the State Department of Alcoholic Beverage Control to serve any alcoholic beverages on the premises.

3. Chief of Police. The Chief of Police of the City of Ontario or his or her designee.

4. City Council. The City Council of the City of Ontario.

5. Day. A calendar day and not business day. Whenever "day" is used to identify requirements of these Adult-Oriented Business regulations to be performed on a particular day, which day falls upon a holiday, Saturday or Sunday, the day for performance of the requirements

of these Adult-Oriented Business regulations will be the next business day after the holiday, Saturday or Sunday.

6. Distinguished or Characterized by an Emphasis Upon. The dominant or essential theme of the object described by the phrase. For example, when the phrase refers to films "which are distinguished or characterized by an emphasis upon "the depiction or description of specified sexual activities or specified anatomical areas, the films so described are those whose dominant or predominant character and theme are the depiction of the enumerated sexual activities or anatomical areas.

7. Establishment of an Adult-Oriented Business. Means and includes any of the following:

a. The opening or commencement of any Adult-Oriented Business as a new business;

b. The conversion of an existing business, whether or not an Adult-Oriented Business, to any Adult-Oriented Business defined herein;

c. The addition of any of the Adult-Oriented Businesses defined herein to any other existing Adult-Oriented Business; or

d. The relocation of any Adult-Oriented Business.

8. Figure Model. Any person who, for pecuniary compensation, consideration, hire or reward, poses in a modeling studio to be observed, sketched, painted, drawn, sculptured, photographed, or otherwise depicted.

9. Health Officer. The Health Officer of the County of San Bernardino, or his or her duly authorized representative.

10. Nudity or State of Nudity. The showing of the human male or female genitals, pubic area, buttocks or anus with less than a full opaque covering, the showing of the female breast with less than a fully opaque covering of any part of the nipple, or the showing of the covered male genitals in a discernible turgid state.

11. Patron. A customer of an Adult-Oriented Business.

12. Permit. Any permit or registration certificate issued pursuant to these Adult-Oriented Business regulations.

13. Permittee. Any person to whom an Adult-Oriented Business registration certificate is issued.

14. Person. Any individual, partnership, copartnership, firm, association, joint stock company, corporation, or combination thereof, in whatever form or character.

15. Regularly Features. With respect to an adult theater, adult cabaret, adult arcade or adult motion picture theater, a regular and substantial course of conduct. Performances that are distinguished or characterized by an emphasis upon the display of specified anatomical areas or specified sexual activities, occur on 2 or more occasions within a 30 day period; 3 or more

occasions within a 60 day period; or 4 or more occasions within a 180 day period shall, to the extent permitted by law, be deemed to be a regular and substantial course of conduct.

16. Religious Institution. A structure that is used primarily for religious worship and related religious activities.

17. School. Any child or daycare facility, or an institution of learning for minors, whether public or private, offering instruction in those courses of study required by the California Education Code and maintained pursuant to standards set by the State Board of Education. This definition includes a nursery school, kindergarten, elementary school, middle or junior high school, senior high school, or any special institution of education, but it does not include a vocational or professional institution of higher education, including a community or junior college, college, or university.

18. Semi Nude or Semi-Nudity. State of dress in which clothing covers no more than the genitals, pubic region, buttocks, areola of the female breast, as well as portions of the body covered by supporting straps or devices.

19. Adult-Oriented Businesses. Any one of the following:

a. *Adult Arcade*. An establishment that, for any form of consideration, provides one or more still or motion picture projectors, or similar machines, for viewing by patrons and which shows films, computer generated images, motion pictures, video cassettes, slides, or similar photographic reproductions, more than 30 percent of which showings are distinguished or characterized by an emphasis upon the depiction or description of specified sexual activities or specified anatomical areas.

b. *Adult Bookstore*. An establishment having a substantial and a significant portion of its business derived from the sale or rental of books, magazines, periodicals or other printed matter, or of photographs, films, motion pictures, video cassettes, slides, tapes, or other form of visual or audio representations that are distinguished or characterized by an emphasis upon the depiction or description of specified sexual activities or specified anatomical areas, or sexually oriented merchandise. The fact that more than 30 percent of the establishment inventory is composed of such materials, 30 percent of its floor area is devoted to such materials, or that 30 percent of its gross income is derived from such materials, or that the establishment advertises itself as "adult" in nature, shall, to the extent permitted by law, be evidence that the establishment is an "Adult Bookstore."

c. *Adult-Oriented Business*. Any business establishment or concern which operates as an Adult Bookstore, Adult Video Store, Adult Arcade, Adult Cabaret, Adult Theater, Adult Motion Picture Theater, Adult Motel, Escort Agency, Massage Establishment, Modeling Studio, Sexual Encounter/Rap Studio, Sexual Novelty Store or any other business or concern that regularly features or offers to its patrons as a substantial significant portion of its business, products, merchandise, services, or entertainment that are distinguished or characterized by an emphasis on matter depicting, describing, or relating to specified sexual activities or specified anatomical areas, but not including those uses or activities the regulation of which is preempted by State law. "Adult-Oriented Business" also includes any establishments, which as a regular and substantial course of conduct, provides or allows performers, models, or employees to appear in any public place dressed only in lingerie. "Adult-Oriented Business" does not include those uses, businesses or activities of licensed professionals who are otherwise exempt from classification as a "Massage Establishment" pursuant to this Development Code.

d. *Adult Cabaret or Adult Theater.* A nightclub, restaurant, or business establishment that regularly features live performances that are distinguished or characterized by an emphasis upon the display of specified sexual activities; regularly featured persons who appear semi-nude; or that shows films, computer generated images, motion pictures, video cassettes, slides, or other photographic reproductions 30 percent or more of the number of which are distinguished or characterized by an emphasis upon the depiction or description of specified sexual activities or specified anatomical areas.

e. *Adult Hotel or Motel.* A hotel, motel, or similar business establishment offering public accommodations for any form of consideration, which provides patrons with closed circuit television transmissions, films, computer generated images, motion pictures, video cassettes, slides, or other photographic reproductions 30 percent or more of the number of which are distinguished or characterized by an emphasis upon the depiction or description of specified sexual activities or specified anatomical areas for less than a 6-hour period, or rents, leases, or lets any single room more than twice in a 24-hour period.

f. *Adult Motion Picture Theater.* A business establishment where, for any form of consideration, films, computer generated images, motion pictures, video cassettes, slides or similar photographic reproductions are shown, and 30 percent or more of the number of which are distinguished or characterized by an emphasis upon the depiction or description of specified sexual activities or specified anatomical areas.

g. *Escort Agency*. A person or business association who furnishes, offers to furnish, or advertises to furnish escorts as one of its primary business purposes for a fee, tip, or other consideration.

h. *Massage Establishment.* An establishment having a fixed place of business where any person association, firm, or corporation engages in, conducts, or carries on or permits to be engaged in, conducted, or carried on, any business of giving Turkish, Russian, Swedish vapor, sweat, electric, salt, or any other kind of character of baths and where alcohol rubs, fomentations, baths, or manipulations of the body, or similar procedures, are given including acupressure clinics or establishments.

i. *Modeling Studio*. A business that regularly features, for pecuniary compensation, monetary, or other consideration, hire or reward figure models who, for the purposes of sexual stimulation of patrons, display specified anatomical areas to be observed, sketched, photographed, painted, sculpted or otherwise depicted by persons paying such consideration. "Modeling Studio" does not include schools maintained pursuant to standards set by the State Board of Education, or a studio or similar facility owned, operated or maintained by an individual artist or group of artists, that does not provide, permit, or make available "specified sexual activities."

20. Adult-Oriented Business Operator or Operator. A person who supervises, manages, inspects, directs, organizes, controls, or in any other way is responsible for or in charge of the premises of an Adult-Oriented Business, or the conduct or activities occurring on the premises thereof.

21. Adult-Oriented Business Performer or Performer. Any person who is an employee or independent contractor of the Adult-Oriented Business, and any person who, with or without any compensation or other form of consideration, performs live entertainment dressed in no more than a state of semi-nudity for patrons of an Adult-Oriented Business.

22. Sexually Oriented Merchandise. Sexually oriented implements and paraphernalia, including, but not limited to: dildos, auto-sucks, sexually oriented vibrators, edible underwear, ben-wah balls, inflatable orifices, anatomical balloons with orifices, simulated and battery-operated vaginas, and similar sexually oriented devices, or any other merchandise characterized by an emphasis on sexual activities or specified anatomical parts.

23. Sexually Oriented Merchandise. Sexually oriented implements and paraphernalia, including, but not limited to: dildos, auto-sucks, sexually oriented vibrators, edible underwear, ben-wah balls, inflatable orifices, anatomical balloons with orifices, simulated and battery-operated vaginas and similar sexually oriented devices, or other merchandise characterized by an emphasis on sexual activities or specified anatomical parts.

24. Specified Anatomical Areas. Means and includes any of the following less than completely and opaquely covered human:

a. genitals or public region;

b. buttocks;

c. female breast below a point immediately above the top of the areola;

d. Human male genitals in a discernibly turgid state, even if completely and opaquely covered; or

e. Any device, costume or covering that simulates any of the body parts included in Subparagraphs B.24.a or b, above.

25. Specified Sexual Activities. Means and include any of the following, whether performed directly or indirectly through clothing or other covering:

a. The fondling or other erotic touching of human genitals, public region, buttocks, anus, or female breast;

b. Sex acts, actual or simulated, including intercourse, oral copulation or sodomy;

c. Masturbation, actual or simulated; or

d. Excretory functions as part of or in connection with any of the other activities described in Subparagraphs B.25.a through c, above.

26. Studies. The studies and reports prepared by other cities and judicial rulings referred to in Paragraph B.1 herein of these Adult-Oriented Business regulations, including studies and reports prepared by the City relating to the adverse secondary impacts of existing Adult-Oriented Businesses.

D. Minimum separation and locational requirements.

1. No Adult-Oriented Business shall be located within 1,500 FT of any property located within a residential or mixed-use zoning district, or any property located within a residential or mixed-use land use district of an adopted Specific Plan.

2. No Adult-Oriented Business shall be located within 1,000 FT of the following:

a. Any church, chapel, or similar place of worship, whether inside or outside of Ontario city limits;

b. Any school or daycare establishment, or public or private park or playground, whether inside or outside of Ontario city Limits;

c. Any retirement or convalescent hospital, whether inside or outside of Ontario city limits;

d. Any recreational facility, such as game arcade, bowling alley, skateboard rink, skating rink, or similar area where minors regularly congregate, whether inside or outside Ontario city limits;

e. City Hall, City offices, and other government buildings normally open to the public;

f. Libraries, whether inside or outside Ontario city limits; and

g. Any truck stops, whether inside or outside Ontario city limits.

3. No Adult-Oriented Business shall be located within 300 FT of another Adult-Oriented Business, whether inside or outside Ontario city limits;

4. For purposes of the regulations contained herein, all distances shall be measured in a straight line, without regard for intervening structures, from the nearest property line for which the Adult-Oriented Business is proposed to be located to the nearest property line of a use or district identified in these Adult-Oriented Business regulations.

E. Adult-Oriented Business Development and Performance Standards. The following development and performance standards shall be applicable to Adult-Oriented Businesses in the City:

1. No Adult-Oriented Business shall be operated in any manner that permits the observation of any materials or activities depicting, describing or relating to Specified Sexual Activities or Specified Anatomical Areas from any public way or from any location outside the building or area of such establishment. No Adult-Oriented Business shall be operated in any manner that permits the observation of any live performance depicting, describing or relating to specified sexual activities or semi-nudity from any public way, or from any location outside the building or area of such establishment. This provision shall apply to any display, decoration, sign, show window or other opening. No exterior door or window on the premises shall be propped or kept open at any time while the business is open, and any exterior windows shall be covered with opaque covering at all times.

2. All off-street parking area and premise entries of the Adult-Oriented Business shall be illuminated from dusk to closing hours of operation with a lighting system that provides an average maintained horizontal illumination of one footcandle of light, measured on the parking surface or walkway. The required lighting level is established in order to provide sufficient illumination of the parking areas and walkways serving the Adult-Oriented Business for the personal safety of patrons and employees, and to reduce the incidence of vandalism and criminal conduct.

3. The premises within which the Adult-Oriented Business is located shall provide sufficient sound-absorbing insulation so that noise generated inside the premises shall not be audible anywhere on any adjacent property or public right-of-way, or within any other building or other separate unit within the same building.

4. Except for those businesses also regulated by the California Department of Alcoholic Beverage Control, an Adult-Oriented Business shall be open for business only between the hours of 8:00 AM and 12:00 PM (midnight) on any particular day.

5. The building entrance to an Adult-Oriented Business shall be clearly and legibly posted with a notice indicating that persons under 18 years of age are precluded from entering the premises. The notice shall be constructed and posted to the satisfaction of the Chief of Police. No person under the age of 18 years shall be permitted within the premises at any time.

6. All indoor areas of the Adult-Oriented Business within which patrons are permitted, except restrooms, shall be open to view by the management at all times.

7. Any Adult-Oriented Business that is also an Adult Arcade that provides viewing area(s), shall comply with the following additional requirements:

a. Each Adult Arcade shall have at least one manager's station. It shall be the duty of the operator(s) to ensure that at least one employee is on duty and situated at each manager's station at all times that any patron is present inside the Adult Arcade.

b. The interior of the Adult Arcade shall be configured in such a manner that there is an unobstructed view from a manager's station of every area of the Adult Arcade to which any patron is permitted access for any purpose, excluding restrooms. If the Adult Arcade has two or more manager's stations designated, then the interior of the Adult Arcade shall be configured in such a manner that there is an unobstructed view of each area of the Adult Arcade to which any patron is permitted access for any purpose, excluding restrooms, from at least one of the manager's stations. The view required by this Subparagraph shall be by direct line of sight from the manager's station. There shall be a security system that visually records each viewing booth at all times that the business is open or occupied for business.

c. It shall be the duty of the operator(s) and also the duty of all employees present in the Adult Arcade to ensure that the individual viewing areas remain unobstructed by any doors, walls, persons, merchandise, display rack or other materials at all times and to ensure that no patron is permitted access to any area of the Adult Arcade that has been designated as an area in which patrons will not be permitted.

d. No individual viewing area may be occupied by more than one person at any one time. "Individual viewing area" shall mean a viewing area designed for occupancy by one person. Individual viewing areas of the Adult Arcade shall be operated and maintained without any hole or other opening, or means of direct communication, or visual or physical access between the interior spaces of two or more Individual viewing areas.

e. No individual viewing area shall contain booths, stalls, or partitioned portions of individual viewing area used for the viewing of sexually oriented material or other forms of entertainment having doors, curtains, or portal partitions, unless the individual viewing areas containing booths, stalls, or partitioned portions have at least one side open to the manager's station and is visible to the manager's station. Any booth, stall, or partitioned portion of an

individual viewing area authorized under this subparagraph shall be constructed to allow 12 inches of open space between the bottom of the stall or partition and the floor. The open space shall remain unobstructed at all times.

f. The Adult Arcade shall be equipped with overhead lighting fixtures of sufficient intensity to illuminate every place to which patrons are permitted access, but such lighting shall not be of an intensity as to prevent the viewing of the sexually oriented material.

g. It shall be the duty of the operator(s) and all employees present at the Adult Arcade to ensure that the illumination described in Subparagraph E.7.f, above, is maintained at all times that any patron is present in the Adult Arcade.

h. The floors, seats, walls, and other interior portions of all booths shall be maintained clean and free from waste and bodily secretions. Presence of human excrement, urine, semen or saliva in any such booths shall be evidence of improper maintenance and inadequate sanitary controls.

8. All areas of the Adult-Oriented Business that are accessible to the public shall be illuminated at the following minimum footcandles, which shall be minimally maintained and evenly distributed at ground level, pursuant to Table 5.03-2 (Minimum Lighting Requirements for Adult-Oriented Businesses), below.

Table 5.03-2: Minimum Lighting Requirements for Adult-Oriented Businesses

Area	*Minimum Foot-Candles*
Bookstores and other retail establishments:	20
Theaters and cabarets (except during performances, at which time lighting shall be at least 1.25 foot-candles):	5
Arcades:	10
Motels/Hotels (in public areas):	20
Modeling Studios:	20

9. Patrons and employees shall not use the same restrooms. The Adult-Oriented Business shall provide and maintain separate restroom facilities for male patrons and employees, on the one hand, and female patrons and employees, on the other. Male patrons and employees shall be prohibited from entering any restroom for females, and female patrons and employees shall be prohibited from entering any restroom for males, except when an employee carries out duties of repair, maintenance, or cleaning of the restroom facilities. All restrooms shall be free from any sexually oriented materials. No restrooms shall contain television monitors or other motion picture or video projection, computers, recording, or reproduction equipment. The foregoing provisions of this Paragraph shall not apply to an Adult-Oriented Business that deals exclusively with sale or rental of sexually oriented materials that are not used or consumed on the premises, such as an Adult Bookstore or Adult Video Store, and which does not provide restroom facilities to its patrons or the public.

10. The following additional requirements shall pertain to Adult-Oriented Businesses that provide live performances in Adult Cabarets or Adult Theaters:

a. No person shall perform live entertainment for patrons of an Adult-Oriented Business except upon a stage at least 2 FT above the level of the floor, which is separated by a distance of at least 10 FT from the nearest area occupied by patrons, and no Patron shall be

permitted within 10 FT of the stage while the stage is occupied by an Adult-Oriented Business performer.

b. The Adult-Oriented Business shall provide separate dressing room facilities for performers that are exclusively dedicated to the performers' use. No public access shall be permitted to any dressing room facility.

c. The Adult-Oriented Business shall provide an entrance and exit for performers that is separate from the entrance and exit used by patrons.

d. The Adult-Oriented Business shall provide access for performers between the stage and dressing rooms, which are completely separated from the patrons. If separate access is not physically feasible, the Adult-Oriented Business shall provide a minimum 3-FT wide walk aisle for performers between the dressing room area and the stage, with a railing, fence, or other barrier separating the patrons and the performers capable of, and which actually results in, preventing any physical contact on the premises of the Adult-Oriented Business.

e. No performer, either before, during, or after performances, shall have any physical contact with any Patron, and no patron shall have physical contact with any performer before, during, or after performances by a performer. This Subparagraph shall only apply to physical contact on the premises of the Adult-Oriented Business.

f. Fixed guardrails at least 30 inches in height shall be maintained establishing the separations between performers and patrons required by the herein-stated Adult-Oriented Business Development and Performance Standards.

g. No patron shall directly pay or give any gratuity to any performer, and no performer shall solicit any pay or gratuity from any patron.

11. No operator, owner, or other person with managerial control over an Adult-Oriented Business shall permit any person on the premises of an Adult-Oriented Business to engage in a live showing of any specified anatomical areas. This provision may not be complied with by applying an opaque covering simulating the appearance of the specified anatomical areas required to be covered. Notwithstanding any other penalties that may be provided in this Development Code or the Ontario Municipal Code, a violation of this Subparagraph shall be grounds for revocation of an Adult-Oriented Business registration certificate.

12. No Adult-Oriented Business performer on the premises of an Adult-Oriented Business shall engage in a live showing of any specified anatomical areas. This provision may not be complied with by applying an opaque covering simulating the appearance of the specified anatomical areas required to be covered. Notwithstanding any other penalties that may be provided in this Development Code or the Ontario Municipal Code, a violation of this Subparagraph shall be grounds for revocation of an Adult-Oriented Business registration certificate.

13. Adult-Oriented Businesses shall employ security guards in order to maintain the public peace and safety, and to prevent any illegal activity from occurring on the premises, based upon the following standards:

a. Adult-Oriented Businesses featuring live entertainment shall provide at least one security guard at all times while the business is open. If the occupancy limit of the premises is

greater than 35 persons, an additional security guard shall also be on duty at all times while the business is open.

b. Security guards for other Adult-Oriented Businesses may be required if it is determined by the Chief of Police that their presence is necessary in order to maintain public peace and safety, and to prevent any illegal activity from occurring on the premises.

c. Security guards shall be charged with preventing violations of law and enforcing compliance by patrons of the requirements of these regulations. Each security guard shall be uniformed in such a manner so as to be readily identifiable as a security guard by the public and shall be duly licensed as a security guard as required by applicable provisions of state law. No security guard required pursuant to this Subparagraph shall act as a door person, ticket seller, ticket taker, admittance person, or sole occupant of the manager's station while acting as a security guard.

14. The Adult-Oriented Business shall provide a security system that visually records and monitors all parking lot areas at all times that the business is open or occupied for business.

15. Views of parking areas and doorways of Adult-Oriented Businesses shall be unobstructed so as to allow visibility of these areas from public rights-of-way.

16. The Adult-Oriented Business shall comply with the City's sign regulations.

17. The Adult-Oriented Business shall comply with the development, parking, and design requirements of the underlying zone for the specific underlying use. All exterior areas of an Adult-Oriented Business, including buildings, landscaping, and parking areas shall be maintained in a clean and orderly manner.

F. Employment of and Services Rendered to Persons Under the Age of 18 Years Prohibited.

1. It shall be unlawful for any operator or other person in charge of any Adult-Oriented Business to employ any person who is not at least 18 years or age.

2. It shall be unlawful for any operator or other person in charge of any Adult-Oriented Business to permit to enter, or remain within the Adult-Oriented Business, any person who is under the age of 18.

G. Inspection and Operators. All operators shall permit the Chief of Police, representatives of the San Bernardino County Health Department, and the City of Ontario Fire Department to conduct unscheduled inspections of the premises of the Adult-Oriented Business for the purpose of insuring compliance with the laws, and the development and performance standards applicable to Adult-Oriented Businesses at any time it is occupied or opened for business.

H. Regulations Nonexclusive. The provisions of this Development Code regulating Adult-Oriented Businesses are not intended to be exclusive and compliance therewith shall not excuse noncompliance with any other regulations pertaining to the operation of businesses as adopted by the City Council.

5.03.020: Air Transportation

A. Site and Building Development Standards within the ONT (Ontario International Airport) Zoning District. To facilitate the further development of Ontario International Airport and surrounding properties directly impacted by airport operations, all development within the ONT zoning district shall be designed and constructed pursuant to the site and development standards of the IG zoning district, except as follows:

1. The FAR calculation for development projects within the ONT zoning district shall be based on the ratio of gross cumulative building area to overall land area of the ONT zoning district; and

2. The Planning Director shall have the authority to approve deviations from minimum landscape coverage, minimum building setbacks, and maximum building height standards when it can be found and clearly established that such deviation is necessary due to identified site conditions.

B. Helipads/Heliports. Within the CR, IG, and IH zoning districts, helipad/heliport facilities shall be allowed only in conjunction with a permitted or conditionally permitted land use. Standalone helipad/heliport facilities shall be prohibited, except within the ONT zoning district.

5.03.023: Alcoholic Beverage Manufacturing

The following regulations shall govern the establishment and operation of alcoholic beverage manufacturing uses and activities, as follows:

A. Alcoholic Beverage Manufacturing in the MU-1 (Downtown Mixed Use) Zoning District. Alcoholic beverage manufacturing facilities established within LUA-1, LUA-2 North, and LUA-2 South areas of the MU-1 zoning district shall comply with the following:

1. Land use approval shall be subject to the approval of an Administrative Use Permit pursuant to the requirements of Section 4.03.015 (Administrative Use Permits) of this Development Code;

2. The GFA of an alcoholic beverage manufacturing facility shall be less than 10,000 SF;

3. An alcoholic beverage manufacturer shall not be permitted unless the licensed alcoholic beverage manufacturer also sells alcoholic beverages to consumers for consumption on the premises, within a tasting room that complies with Subsection D of this Section, or in a bona fide restaurant that is located on the licensed premises, or at a bona fide restaurant that is contiguous to the licensed premises;

4. No video, electronic or other amusement devices or games shall be permitted;

5. Outdoor storage in conjunction with an alcoholic beverage manufacturer shall be prohibited.

B. Sewer Study May Be Required for Alcoholic Beverage Manufacturers in the MU-1 (Downtown Mixed Use) Zoning District. Alcoholic beverage manufacturing facilities established within the CC, CR and CCS zoning districts shall comply with the following:

1. Land use approval shall be subject to the approval of a Conditional Use Permit pursuant to the requirements of Section 4.02.015 (Conditional Use Permits) of this Development Code;

2. The GFA of an alcoholic beverage manufacturer shall be less than 10,000 SF;

3. An alcoholic beverage manufacturer shall not be permitted unless the licensed alcoholic beverage manufacturer also sells alcoholic beverages to consumers for consumption on the premises, within a tasting room that complies with Subsection D of this Section, or in a bona fide restaurant that is located on the licensed premises, or at a bona fide restaurant that is contiguous to the licensed premises.

4. No video, electronic or other amusement devices or games shall be permitted.

5. Outdoor storage in conjunction with an alcoholic beverage manufacturer shall be prohibited.

C. Conditional Use Permit Required for Tasting Rooms in the IL (Light Industrial), IG (General Industrial) and IH (Heavy Industrial) Zoning Districts. Within the IL, IG and IH zoning districts, the establishment of a tasting room in conjunction with an alcoholic beverage manufacturer shall require the approval of a Conditional Use Permit pursuant to the requirements of Section 4.02.015 (Conditional Use Permits) of this Development Code. Tasting rooms shall be designed in compliance with the requirements of Subsection D of this Section.

D. Tasting Rooms Not to Exceed 1,000 SF Unless Otherwise Permitted by a Conditional Use Permit. A tasting room shall not exceed 1,000 SF in area, except that within the MU-1 zoning district, tasting rooms in excess of 1,000 SF may be permitted by Conditional Use Permit approval. The tasting room floor area shall include any indoor area within the alcoholic beverage manufacturing licensed premises where alcoholic beverages are consumed, including any bar and seating areas, but shall exclude restrooms serving the tasting room and any outdoor patio areas. Outdoor patio areas may be permitted, provided they are not located in any required parking space or access way, and do not exceed 1,000 SF in total area.

E. Use of Grain Silos. A grain silo may be located outside of a building occupied by an alcoholic beverage manufacturing use, which shall comply with the following:

1. The grain silo shall not be located in any required parking space, driveway or drive aisle, or situated so as to adversely affect the pedestrian path of travel.

2. One sign identifying the alcoholic beverage manufacturing use may be placed on the grain silo, having a maximum area of 9 SF. The silo sign is permitted in addition to any wall signs or monument signs allowed pursuant to Table 8.01-1 (Sign Regulation Matrix) of this Development Code.

F. Outdoor Utility Equipment Shall Be Completely Screened. Outdoor utility equipment associated with an alcoholic beverage manufacturing use shall be completely screened from public view.

G. Property Shall Be Permanently Maintained. The real property upon which an alcoholic beverage manufacturing use is operated shall be permanently maintained in an orderly fashion by the provision of regular landscape maintenance, removal of trash and debris, and removal of graffiti within 24 hours from the time of occurrence.

H. Roof-Mounted or Ground-Mounted Mechanical Equipment Shall Be Completely Screened. Any proposed roof-mounted or ground-mounted mechanical equipment shall be completely screened from public view. Equipment screening information shall be specifically shown on the plans submitted for building permit issuance.

I. Security Plan Required. A security plan, in a form satisfactory to the Ontario Police Department, shall be submitted to and approved by the Police Chief prior to building permit issuance. The security plan shall be formulated to deter unlawful conduct of employees and patrons, to promote the safe and orderly assembly and movement of persons and vehicles, and to prevent disturbances to surrounding land uses and the neighborhood in general, by excessive noise created by patrons entering or leaving the alcoholic beverage manufacturer's licensed premises.

J. On-Site Lighting Required to Provide a Safe and Secure Environment. Parking lots, driveways, circulation areas, aisles, passageways, recesses, and grounds contiguous to buildings occupied by an alcoholic beverage manufacturing use shall be provided with enough lighting to illuminate and make clearly visible, the presence of any person on or about the alcoholic beverage manufacturer's licensed premises during the hours of darkness, and shall provide a safe and secure environment for all persons, property, and vehicles on and around the premises.

K. Admission Fee, Cover Charge, and Minimum Purchase Requirements. It shall be unlawful to require the payment of an admission fee or cover charge or require a minimum purchase.

L. Alcoholic Beverage Signs Required. Signs shall be posted inside the business, near the exit door, which states "NO ALCOHOLIC BEVERAGE ALLOWED BEYOND THIS POINT."

M. Maximum Occupancy Load Shall Not Be Exceeded. The number of persons shall not exceed the maximum occupancy load as determined by the Ontario Fire Department. Signs indicating the maximum occupant load shall be posted in a conspicuous place on an approved sign near the main exit from the room.

N. No Live Entertainment or Dancing Permitted without First Obtaining Land Use Approval. There shall be no live entertainment or dancing permitted on the alcoholic beverage manufacturer's licensed premises at any time, without first obtaining land use approval for the activities pursuant to the requirements of this Development Code.

O. Display of Alcoholic Beverages. The display of alcoholic beverages shall not be located outside of a building or within 5 FT of any public entrance to the building.

P. Alcoholic Beverages Distributed By Competing Alcoholic Beverage Manufacturers Shall Not Be Served. An alcoholic beverage manufacturer shall not serve brands of alcoholic beverages distributed by a competing alcoholic beverage manufacturer. The alcoholic beverages served shall be limited to the products that are authorized to be sold by the alcoholic beverage manufacturer under its license issued by the California Department of Alcoholic Beverage Control.

5.03.025: Alcoholic Beverage Sales

A. Purpose. The purpose of this Section is to establish standards governing the establishment and operation of alcoholic beverage sales within the City.

B. Applicability.

1. Conditional Use Permit and/or Administrative Use Permit Required.

a. The retail sales of alcoholic beverages, whether intended for consumption on or off the premises wherein the beverage is sold, shall require the approval of a Conditional Use Permit pursuant to Development Code Section 4.02.015 (Conditional Use Permit), or the approval of an Administrative Use Permit pursuant to Development Code Section 4.03.015 (Administrative Use Permits), as applicable, prior to the establishment of the use, excepting temporary alcoholic beverage sales allowed by Paragraph B.2, of this Section.

b. The violation of any provision of this Section shall be grounds for, and may result in, the modification or revocation of such Conditional Use Permit by the City, pursuant to Division 2.05 (City Initiated Modification or Revocation) of this Development Code.

c. A Conditional Use Permit and/or Administrative Use Permit for alcoholic beverage sales may be granted only in conjunction with, and shall be ancillary to, those legally established land uses identified in Subsections D (Alcoholic Beverage Sales for Consumption on the Premises) and E (Alcoholic Beverage Sales for Consumption off the Premises) of this Section.

2. Alcoholic Beverage Sales and/or Tasting in Conjunction with a Temporary Activity. Temporary alcoholic beverage sales and/or tasting may be allowed, provided an Administrative Use Permit issued pursuant to Section 4.03.015 (Administrative Use Permit) of this Development Code is first obtained prior to the establishment of the temporary activity, and the temporary activity is in full compliance with Subsection D (Temporary Alcoholic Beverage Sales) of Section 5.03.395 (Temporary and Interim Land Uses, Buildings, and Structures) of this Division.

3. Undue Concentration of Alcoholic Beverage Licenses within a Census Tract. A Conditional Use Permit for the retail sale of alcoholic beverages shall not be issued for a business located within a census tract that has been determined to contain an undue concentration of alcoholic beverage licenses, as defined in BPC Section 23958.4, unless a determination of public convenience or necessity is made by the Reviewing Authority pursuant to Subsection F (Public Convenience or Necessity Determination) of this Section.

C. Compliance with State of California Department of Alcoholic Beverage Control (ABC) Regulations. Any business engaging in the retail sales of alcoholic beverages shall first obtain the appropriate retail license from ABC and shall operate such business in strict compliance with the Alcoholic Beverage Control Act (commencing with BPC Section 23000 et seq.), and all applicable ABC rules, regulations, and orders.

D. Alcoholic Beverage Sales for Consumption on the Premises (On-Sale Alcoholic Beverage Sales). On-sale alcoholic beverage sales comprises establishments properly licensed by the Department of Alcoholic Beverage Control of the State of California (ABC), which sell alcoholic beverages of varying types, as allowed by the type of ABC license held by the establishment, for consumption on the premises in which they are sold. Typical uses include, but are not limited to, bars, brew pubs, nightclubs, wine bars, and restaurants that serve alcoholic beverages.

Establishments engaged in on-sale alcoholic beverage sales shall comply with the following:

1. Conditional Use Permit approval shall be required for an on-sale alcoholic beverage sales activity, and/or for the on premise tasting of any alcoholic beverage in conjunction with a legally established and ABC-licensed wine grower, beer manufacturer, brandy manufacturer, or distilled spirits manufacturer, except that within the MU-1 (Historic Downtown Mixed Use) zoning district, Administrative Use Permit approval shall be obtained from the City prior to establishing an on-sale alcoholic beverage sales use or activity.

2. Any business engaged in on-sale alcoholic beverage sales or on-premises tasting of any alcoholic beverage in conjunction with a legally established and ABC-licensed wine grower, beer manufacturer, brandy manufacturer, or distilled spirits manufacturer, shall not allow any alcoholic beverage to be consumed outside of the enclosed building, except within an outdoor area that has been designed to be separated from direct public contact/access by a wall, fence or other barrier acceptable to the City. The design of said outdoor area and required wall, fence or other barrier shall be subject to review and approval by the Planning Director and Police Chief.

E. Alcoholic Beverage Sales for Consumption off the Premises (Off-Sale Alcoholic Beverage Sales). Off-sale alcoholic beverage sales comprises establishments properly licensed by the Department of Alcoholic Beverage Control of the State of California (ABC), which sell alcoholic beverages of varying types, as allowed by the type of ABC license held by the establishment for consumption off the premises in which they are sold. Typical uses include, but are not limited to, convenience stores, grocery stores, and liquor stores.

Establishments engaged in off-sale alcoholic beverage sales shall comply with the following:

1. Conditional Use Permit approval shall be required for off-sale alcoholic beverage sales.

2. Establishments engaged in the concurrent sale of motor vehicle fuel with alcoholic beverage sales shall comply with all of the following conditions pursuant to BPC Section 23790.5:

a. No beer or wine shall be displayed within 5 FT of the cash register or the front door unless it is in a permanently affixed cooler.

b. No advertisement of alcoholic beverages shall be displayed at motor fuel islands;

c. No sale of alcoholic beverages shall be made from a drive-up window;

d. No display or sale of beer or wine shall be made from an ice tub;

e. No beer or wine advertising shall be located on motor fuel islands and no self-illuminated advertising for beer or wine shall be located on buildings or windows; and

f. Employees on duty between the hours of 10 p.m. and 2 a.m. who sell beer or wine shall be at least 21 years of age.

3. The on-premises consumption of an alcoholic beverage shall be prohibited.

F. Public Convenience or Necessity Determination. BPC Section 23958.4 provides that the City shall have authority to review a retail alcoholic beverage license application proposed within

an area having an "undue concentration" (high density of alcoholic beverage sales locations) of licenses; determine whether public convenience or necessity would be served by license issuance; and inform ABC of the determination.

1. Purpose. The purpose of this Subsection is to establish a procedure by which the public convenience or necessity may be determined, as provided by State law, and establish the criteria by which the determination shall be made.

2. Applicability. In considering a Conditional Use Permit or Administrative Use Permit (as applicable) application for alcoholic beverage sales, it shall be the responsibility of the Reviewing Authority prescribed by Table 2.02-1 (Review Matrix) of this Development Code, to make a determination of public convenience or necessity, if required pursuant to this Subsection.

3. Determining Public Convenience or Necessity for On-Sale Alcoholic Beverage Sales Licenses. Within a census tract having an undue concentration of on-sale ABC licenses, whether the public convenience or necessity would be served by an ABC license issuance shall be determined as follows:

a. *Alcoholic Beverage License Issuance in Conjunction with a Bona Fide Restaurant.* The issuance of an alcoholic beverage license in conjunction with a bona fide restaurant is hereby deemed to be provided as convenience to business patrons. The Reviewing Authority shall, therefore, establish that the public convenience would be served by the issuance of an ABC license in such cases;

b. *All Other On-Sale Alcoholic Beverage Licenses.* For all other on-sale alcoholic beverage licenses, the Approving Authority shall determine whether public convenience or necessity would be served by ABC license issuance on a case-by-case basis, upon a thorough review of the facts pertaining to the proposed use.

4. Criteria for Determining Public Convenience or Necessity for Off-Sale Alcoholic Beverage Sales Licenses. Within a census tract having an undue concentration of off-sale ABC licenses, the City desires to strike a balance between the number of off-sale ABC licenses and the convenience of business patrons. Consequently, the Approving Authority is hereby granted authority to make determinations of public convenience and necessity, and shall rely upon the following factors in making such determinations:

a. The proposed retail alcohol license is not located within a high crime area, which is defined as an area characterized by a high ratio of Police Department calls for service to alcohol-related incidences, not to exceed 20 percent greater than the average number of alcohol-related incidences reported for the City as a whole), including but not limited to disturbing the peace, public intoxication, assault and battery, prostitution, vandalism, graffiti, loitering, pan-handling, all BPC violations, drug violations, and driving while intoxicated or under the influence;

b. The proposed retail alcohol license is not located within close proximity (600 FT or less, as measured in a straight line from any point along the outer boundaries of the building GFA containing the business) of an existing or proposed sensitive land use (as provided in BPC Section 23789), including hospitals and other healthcare facilities; senior citizen care facilities; preschools; daycare facilities; public or private elementary, middle (junior high) or high schools; public parks; recreation centers; sports parks; or any similar facility where minors (persons under 18 years of age) regularly congregate;

c. The anticipated amount (percentage) of retail sales to be derived from alcoholic beverages is clearly incidental to the primary land use, making-up no more than one-third of anticipated gross retail sales;

d. If the business for which the retail alcoholic beverage license application is proposed is a grocery store, it shall contain at least 12,000 SF of GFA;

e. No more than 10 percent of the retail business' GFA shall be devoted to alcoholic beverage display and sale;

f. At least 10 percent of the retail business' GFA shall be devoted to food display and sales. (Note: Food preparation areas shall not be counted toward the food sales floor area calculation); and

g. The building or property wherein the proposed business is located has no outstanding building or health code violations, is not an active Code Enforcement Department case, and complies with applicable Development Code regulations, including but not limited to property maintenance, building improvements, off-street parking (design and number of spaces provided), and landscape and lighting improvements.

5. Criteria for Determining Public Convenience or Necessity for Off-Sale Alcoholic Beverage Sales in Conjunction with Alcoholic Beverage Manufacturing Uses. Within a census tract having an undue concentration of off-sale ABC licenses, the Reviewing Authority is hereby granted authority to make determinations of public convenience and necessity for off-sale alcoholic beverage sales in conjunction with an alcoholic beverage manufacturing uses, and shall rely upon the following factors in making such determinations:

a. The proposed alcoholic beverage manufacturing use is not located within a high crime area, which is defined as an area characterized by a high ratio of Police Department calls for service to alcohol-related incidences, not to exceed 20 percent greater than the average number of alcohol-related incidences reported for the City as a whole), including but not limited to disturbing the peace, public intoxication, assault and battery, prostitution, vandalism, graffiti, loitering, pan-handling, all BPC violations, drug violations, and driving while intoxicated or under the influence;

b. The proposed retail alcohol license is not located within close proximity (600 FT or less, as measured in a straight line from any point along the outer boundaries of the building GFA containing the business) of an existing or proposed residential or sensitive land use (as provided in BPC Section 23789), including hospitals and other healthcare facilities; senior citizen care facilities; preschools; daycare facilities; public or private elementary, middle (junior high) or high schools; public parks; recreation centers; sports parks; or any similar facility where minors (persons under 18 years of age) regularly congregate;

c. The retail sales of alcoholic beverages is ancillary to the primary alcoholic beverage manufacturing use; and

d. The building or property wherein the proposed business is located has no outstanding building or health code violations, is not an active Code Enforcement Department case, and complies with applicable Development Code regulations, including but not limited to property maintenance, building improvements, off-street parking (design and number of spaces provided), and landscape and lighting improvements.

G. Deemed Approved Alcoholic Beverage Sales Regulations. The provisions of this Subsection shall be known as the Ontario Deemed Approved Alcoholic Beverage Sales Regulations.

1. Purpose. The general purposes of the Deemed Approved Alcoholic Beverage Sale Regulations are to protect and promote the public health, safety, comfort, convenience, prosperity, and general welfare of the citizens of the City by requiring that alcoholic beverage sales commercial activities that were legal nonconforming Activities immediately prior to the effective date of the Deemed Approved Alcoholic Beverage Sale Regulations are operated to achieve the following objectives:

a. Protect residential, commercial, industrial, and civic areas from nuisance, and minimize the adverse impacts of nonconforming and incompatible uses;

b. Provide opportunities for Alcoholic Beverage Sale Activities to operate in a mutually beneficial relationship to each other, and to other commercial and civic services;

c. Provide mechanisms to address problems often associated with the public consumption of alcoholic beverages, such as litter, loitering, graffiti, unruly behavior, and escalated noise levels;

d. Assure that Alcoholic Beverage Sale Commercial Activities are not the source of undue public nuisances in the community;

e. Encourage properly maintained alcoholic beverage sale establishments so that negative impacts generated by these activities are not harmful to the surrounding environment in any way; and

f. Monitor deemed approved activities to ensure they do not substantially change in mode or character of operation.

2. Applicability.

a. The Deemed Approved Alcoholic Beverage Sale regulations shall be applicable, to the extent permissible under other laws, to the following:

(1) All Legal Nonconforming Alcoholic Beverage Sale Commercial Activities within the City;

(2) The Nonconforming Use provisions contained in Division 3.01 (Nonconforming Lots, Uses, Structures, and Signs) of this Development Code; and

(3) A Conditional Use Permit operated pursuant to its conditions of approval.

b. Whenever any provision of the Deemed Approved Alcoholic Beverage Sale regulations and any other provision of law, whether set forth in this Development Code, or in any other law, ordinance, or resolution of any kind, imposes overlapping or contradictory regulations, or contain restrictions covering any of the same subject matter, the provision that is more restrictive, or imposes a higher standard, shall control, except as otherwise expressly provided by the Deemed Approved Alcoholic Beverage Sale Regulations.

3. Zoning Administrator. The Zoning Administrator shall conduct public hearings and make recommendations intended to encourage and achieve the compliance of particular sites with the provisions of the Deemed Approved Alcoholic Beverage Sale Regulations set forth in this Section, as appropriate. This Paragraph is not intended to restrict the powers and duties otherwise pertaining to other City officers or bodies, in the field of monitoring and ensuring the harmony of Alcoholic Beverage Sale Commercial Activities in the City. These parties shall have the powers and duties assigned to them by the Development Code, by the zoning regulations, by other codes and ordinances, or by valid administrative authority.

4. Definitions. For the purposes of this Section, the words or phrases listed below, in correct alphabetical order, shall have the meanings hereafter specified:

a. *Alcoholic Beverage*. Alcohol, spirits, liquor, wine, beer, and every liquid or solid containing alcohol, spirits, wine, or beer, which contains 0.5 percent or more of alcohol by volume and which is fit for beverage purposes, either alone or when diluted, mixed, or combined with other substances, and sales of which requires an ABC license.

b. *Alcoholic Beverage Sales Commercial Activity*. The retail sale, for on-site or off-site consumption, of liquor, beer, wine, or other alcoholic beverages at establishments including but not limited to stores, liquor stores, specialty wine shops, restaurants, restaurant/bars, bars, taverns, brew pubs, cabarets, and businesses with temporary or permanent licenses from ABC to sell alcoholic beverages to the general public.

c. *Deemed Approved Activity*. Any Legal Nonconforming Alcoholic Beverage Sales Commercial Activity, as defined in this section, where the activity was in existence immediately prior to the effective date of the Deemed Approved Alcoholic Beverage Sale Regulations set forth in this Section. These activities shall be considered a Deemed Approved Activity as long as the establishment conducting the Deemed Approved Activity complies with the provisions of the Deemed Approved Alcoholic Beverage Sale Regulations set forth in this Section.

d. *Deemed Approved Status.* The permitted use of land for a Deemed Approved Activity. Deemed Approved Status replaces legal nonconforming status with respect to Alcoholic Beverage Sales Commercial Activity.

e. *Illegal Activity*. An activity that has been finally determined to be in noncompliance with the Deemed Approved performance standards contained in Paragraph G.6 (Performance Standards and Deemed Approved Activities), of this Section. Such an activity shall lose its Deemed Approved Status and shall no longer be considered a Deemed Approved Activity.

f. *Legal Nonconforming Alcoholic Beverage Sales Commercial Activity (Legal Nonconforming Activity)*. An Alcoholic Beverage Sales Commercial Activity that was a nonconforming use pursuant to the Nonconforming Use regulations contained in Division 3.01 (Nonconforming Lots, Uses, Structures, and Signs) of this Development Code, and for which a valid ABC license had been issued and used in the exercise of the rights and privileges conferred by the license, at a time immediately prior to the effective date of the Deemed Approved Alcoholic Beverage Sale Regulations. The Activity shall be considered a Deemed Approved Activity, and shall no longer be considered a Legal Nonconforming Activity, except the Activity shall be subject to those zoning regulations relating to nonconforming uses as specified in Division 3.01 (Nonconforming Lots, Uses, Structures, and Signs), as of the effective date of the Deemed Approved Alcoholic Beverage Sale Regulations.

g. *Low-End Fortified Wine.* A class of inexpensive fortified wines. In contrast to table wine, which may be enjoyed as an accompaniment to a meal, or high-end fortified wine, enjoyed as an aperitif, low-end fortified wines are generally considered suitable only for intoxication.

h. *Off-Sale Alcohol Outlet.* An establishment that conducts retail sales of Alcoholic Beverages for consumption off the premises where sold.

i. *On-Sale Alcohol Outlet.* An establishment that conducts retail sales of Alcoholic Beverages for consumption on the premises where sold.

j. *Performance Standards.* Regulations prescribed in the Deemed Approved Performance Standards contained in Paragraph G.6 (Performance Standards and Deemed Approved Activities) of this Section, regulating the business practice, activities and land use for locations with Deemed Approved Status, or those further requirements imposed by the Zoning Administrator to achieve these goals. Performance Standards constitute requirements that shall be complied with by an establishment in order for the establishment to retain its Deemed Approved Status.

k. *Premises.* The building and land surrounding it considered as a single business engaged in Alcoholic Beverage Sales Activities. The premises shall include parking areas, outdoor patios and similar features.

l. *Supplemental Conditions of Approval.* Those requirements imposed by the Zoning Administrator following a public hearing conducted pursuant to the provisions of Paragraph G.8 (Violations of Performance Standards, Supplemental Conditions of Approval, or Other Provisions of this Article—Public Hearing) et seq. of this Section. Supplemental Conditions of Approval constitute requirements that shall be complied with by an establishment in order for the establishment to retain its Deemed Approved Status.

5. Automatic Deemed Approved Status.

a. All Alcoholic Beverage Sales Commercial Activities that were Legal Nonconforming Activities immediately prior to the effective date of the Deemed Approved Alcoholic Beverage Sale Regulations shall automatically become Deemed Approved Activities as of the effective date of the Deemed Approved Alcoholic Beverage Sale regulations and shall no longer be considered Legal Nonconforming Activities.

b. Each establishment with Deemed Approved Status shall retain its Deemed Approved Status; provided, it complies with the Deemed Approved performance standards as set forth in Paragraph G.6 (Performance Standards and Deemed Approved Activities) of this Section, or as promulgated by the Zoning Administrator. However, any change in the State Department of Alcoholic Beverage Control license type, revocation of the ABC license, or a substantial physical change of character of the establishment, as defined in CCR Title 4, Section 64.2(b), shall terminate the Deemed Approved Status for the establishment and shall thereafter require a Conditional Use Permit or other applicable entitlements allowing Alcoholic Beverage Sales Commercial Activity to continue the activity.

c. If any establishment with Deemed Approved Status discontinues operation, is suspended from operations, or surrenders the premises for more than 90 consecutive days, the Deemed Approved Status is subject to revocation per the requirements of Division 3.01

(Nonconforming Lots, Uses, Structures, and Signs) of this Development Code. Any subsequent Alcoholic Beverage Sales Commercial Activity may only be resumed upon the granting by the City of a Conditional Use Permit allowing such Activity. Revocation of Deemed Approved Status pursuant to this Section may be made following a public hearing by the Zoning Administrator pursuant to the provisions of Paragraph G.8 (Violations of Performance Standards, Supplemental Conditions of Approval or Other Provisions of this Article – Public Hearing) et seq. of this Section.

6. Performance Standards and Deemed Approved Activities. A Deemed Approved Activity shall retain its Deemed Approved Status only if it conforms to each of the following Deemed Approved Performance Standards:

a. The Deemed Approved Activity shall not result in adverse impacts to the health, peace or safety of persons residing or working in the surrounding area;

b. The Deemed Approved Activity shall not result in jeopardizing or endangering the public health or safety of persons residing or working in the surrounding area;

c. The Deemed Approved Activity shall not result in nuisance activities within the premises or in close proximity of the premises, including but not limited to disturbance of the peace, illegal drug activity, public drunkenness, drinking in public, harassment of passersby, gambling, prostitution, sale of stolen goods, public urination, theft, assaults, batteries, acts of vandalism, excessive littering, loitering, graffiti, illegal parking, excessive loud noises, especially in the late night or early morning hours, traffic violations, sales to minors, curfew violations, lewd conduct, or police detentions and arrests;

d. The Deemed Approved Activity shall comply with all applicable provision of any local, state, or federal regulation, ordinance or statute, including but not limited to those of the ABC, BPC Sections 24200, 24200.6 and 25612.5, as well as any condition imposed on any permits issued pursuant to applicable laws, regulations or orders. This includes compliance with annual City business taxes and alcohol sales administrative program fees imposed pursuant to the OMC; and

e. The upkeep and operating characteristics of the Deemed Approved Activity shall be compatible with and will not adversely affect the livability or appropriate development of abutting properties and the surrounding neighborhood.

7. Notification to Owners of Establishments Conducting Deemed Approved Activities. The Zoning Administrator shall notify the owner of each establishment conducting a Deemed Approved Activity, and the property owner, if different from the Deemed Approved Activity, of the establishment's Deemed Approved Status. The notice shall be sent via certified mail return receipt requested; shall include a copy of the performance standards contained in Paragraph G.6 (Performance Standards and Deemed Approved Activities), above, with the requirement that these be posted in a conspicuous and unobstructed place, which is visible from the entrance of the establishment for public review; notification that the establishment is required to comply with all performance standards; that a review fee is required, as adopted by separate resolution of the City Council, and the amount of the fee that is required to be paid; and that the activity is required to comply with all other aspects of the Deemed Approved Alcoholic Beverage Sale Regulations. Should the notice be returned, it shall then be sent via regular U.S. Mail.

8. Violations of Performance Standards, Supplemental Conditions of Approval or Other Provisions of this Article—Public Hearing.

a. Upon receipt of a complaint that an establishment conducting a Deemed Approved Activity is in violation of the Performance Standards set forth in Paragraph G.6 (Performance Standards and Deemed Approved Activities) of this Section, or other conditions promulgated by the Zoning Administrator, or any other provision of these Deemed Approved Alcoholic Beverage Sales Regulations, and once it is reasonably determined by the City that the violations have occurred, or are occurring, then the Deemed Approved Status of the establishment in question shall be reviewed by the Zoning Administrator at a public hearing. Notification of the public hearing shall be provided pursuant to Paragraph G.10 (Notification of Public Hearing) of this Section.

b. The purpose of the public hearing is for any interested party to submit evidence to the Zoning Administrator concerning whether the operating methods of the establishment conducting the Deemed Approved Activity is violating the Performance Standards, Supplemental Conditions of Approval, other provisions of these Deemed Approved Alcoholic Beverage Sales Regulations, or are causing a nuisance in the area surrounding the establishment. Within 10 days of completion of the hearing, the Zoning Administrator shall render a written decision. The Zoning Administrator's decision may allow the Deemed Approved Status to continue for the establishment in question, to impose Supplemental Conditions of Approval pursuant to Paragraph G.9 (Supplemental Conditions of Approval) of this Section, that are, in the judgment of the Zoning Administrator, necessary to ensure compliance with the Performance Standards or the provisions of these Deemed Approved Alcoholic Beverage Sales Regulations, or to suspend or revoke the establishment's Deemed Approved Status. The decision of the Zoning Administrator shall be based upon information and evidence submitted by staff, evidence submitted by the business establishment owner and evidence submitted by any other interested parties. Supplemental Conditions of Approval shall be made a part of the Deemed Approved Status, and the establishment shall be required to comply with these Supplemental Conditions of Approval in order to retain its Deemed Approved Status. The determination of the Zoning Administrator shall become final 10 calendar days after the date of decision, unless appealed to the Planning Commission pursuant to Division 2.04 (Appeals) of this Development Code.

9. Supplemental Conditions of Approval.

a. The Zoning Administrator may impose Supplemental Conditions of Approval relating to one or more of the following (may not apply to Wineries with a Type 02 ABC license):

(1) Entertainment uses, activities, or amusement devices on the premises;

(2) Separation, monitoring, or design of area devoted to alcohol sales;

(3) Security measures for both the interior and exterior of the premises;

(4) Lighting, litter, trash receptacles, graffiti or nuisance abatement, or other similar requirements; or

(5) Maintenance.

b. Specific Supplemental Conditions of Approval that may be imposed, include, but are not limited to, the following:

(1) **Sound Walls.** If the Deemed Approved Activity abuts residential areas, a sound wall may be required between the establishment conducting the Deemed

Approved Activity and the abutting residential areas. The sound wall shall comply with all state and local requirements for construction and location and shall not obstruct the view of the building and parking areas from the street. Vegetation may be required to be planted along the sound wall to improve the appearance of the sound wall.

(2) Trash Receptacles. Permanent, non-flammable trash receptacles, may be required to be located at convenient locations, appropriately screened from view, outside the establishment and in the establishment's parking area (if any). The operators of the business may be required to remove on a daily basis, or more frequently if needed to maintain a litter-free environment, all trash from these receptacles and from the sidewalk adjacent to the establishment. The operators of the business also may be required to remove, at least three times per week, all trash originating from its establishment deposited on public property within 250 FT of any boundary of its premises.

(3) Pay Telephones. Pay telephones on the site of the establishment may either be (a) prohibited; or (b) required to be of the type that only allow outgoing calls and be located in a visible and well-lighted location.

(4) Program. A "complaint response-community relations" program established and maintained by the establishment conducting the Deemed Approved Activity may be required. The program may include the following:

(a) Posting at the entry of the establishment providing the telephone number for the area commander of the local law enforcement substation to any requesting individual.

(b) Coordinating efforts with the Police Department to monitor community complaints about the establishment's activities.

(c) Having a representative of the establishment meet with neighbors or the applicable neighborhood association on a regular basis and at their request, attempt to resolve any neighborhood complaints regarding the establishment.

(5) Activities. If appropriate, the following activities may be prohibited on the premises: pool or billiard tables, pinball games, arcade style video or electronic games, or coin-operated amusement devices.

(6) Prohibited Products. To discourage nuisance activities, an Off-Sale Alcohol Outlet may be prohibited from selling one or more of the following products or may be required to sell products in the manner prescribed below:

(a) Malt beverage products with alcohol content greater than 5-1/2 percent by volume;

(b) Wine with an alcoholic content greater than 18 percent by volume. No sales of low-end fortified wine are permitted;

(c) Containers of beer or malt liquor larger than 39 ounces;

(d) Distilled spirits in bottles or containers smaller than 375 milliliters;

(e) Cooler products, either wine- or malt-beverage-based, in less than manufacturer pre-packaged multi-unit quantities;

(f) No beer or malt beverage products shall be sold, regardless of container size, in quantities of less than manufacturer pre-packaged multi-unit quantities;

(g) Wine in less than 750 milliliter volume containers, specialty wine products in less than 375 milliliter volume containers, or in less than manufacturer pre-packaged multi-unit quantities; and/or

(h) Wine coolers, beer coolers, or pre-mixed distilled spirit cocktails shall be sold in manufacturer pre-packaged multi-unit quantities. No sales of single containers of wine coolers, beer coolers, or pre-mixed spirit cocktails are permitted.

(7) Alcoholic Beverage Sales/Delivery Restricted to Building Confines. The sales and/or delivery of alcoholic beverages shall be restricted to and within the confines of the building portion of the premises.

(8) Alcoholic Beverage Sales/Delivery through a Pass-Through Window. The sales and/or delivery of alcoholic beverages through any pass-through window is prohibited.

(9) Exterior Advertising or Signage that Promotes or Indicates the Availability of Alcohol Beverages. There shall be no exterior advertising or sign of any kind or type (other than business identification), including advertising directed to the exterior from within, promoting or indicating the availability of alcohol beverages (interior displays of alcoholic beverages or signs that are clearly visible to the exterior shall constitute a violation of this condition).

(10) Chilled Alcoholic Beverages. An Off-Sale Alcohol Outlet may be prohibited from maintaining refrigerated or otherwise chilled alcoholic beverages on the premises.

(11) Hours of Operation. In an On-Sale or Off-Sale Alcohol Outlet, the sale of alcoholic beverages may be restricted to certain hours of each day of the week and may be limited further by ABC.

(12) Paper or Plastic Cups. In Off-Sale Alcohol Outlets, the sale or distribution to the customer of paper or plastic cups in quantities less than their usual and customary packaging may be prohibited.

(13) Signs. The following signs may be required to be prominently posted in a readily visible manner in English, Spanish, and the predominant language of the patrons:

(a) "California State Law prohibits the sale of alcoholic beverages to persons under 21 years of age"; and

(b) "It is illegal to possess an open container of alcohol in the vicinity of this establishment."

(14) Presentation of Documents. A copy of all Conditions of Approval and the California Department of Alcoholic Beverage Control license may be required to be kept

on the premises and presented to any law enforcement officer or authorized state or county official upon request.

(15) Mitigating Alcohol-Related Problems. The establishment may be required to operate in a manner appropriate with mitigating alcohol-related problems that negatively impact those individuals living or working in the neighborhood, including but not limited to: sales to minors, the congregation of individuals, violence on or near the premises, drunkenness, public urination, solicitation, drug dealing, drug use, loud noise, and litter.

(16) Employee Training. The owners and all employees of the Deemed Approved Activity may be required to attend a Deemed Approved regulations training class and to complete an approved course in "responsible beverage service training." Owners and employees of the Deemed Approved Activity may thereafter be required to attend these training classes once every three years. All salesclerks in On-Sale Alcohol Outlets and Off-Sale Alcohol Outlets may be required, within 90 days of the beginning of employment, to attend these same classes. The establishment may be required to provide evidence of the employee's completion of this training to city, county or state authorities within 10 days following completion of training.

(17) Drug Paraphernalia. An Off-Sale Alcohol Outlet may be prohibited from selling drug paraphernalia products as defined in HSC Section 11014.5 and Section 11364.5. "Drug Paraphernalia" means all equipment, products and materials of any kind that are used, intended for use, or designed for use, in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling, or otherwise introducing into the human body a controlled substance in violation of the California Uniform Controlled Substances Act (commencing with HSC Section 11000).

(18) Loitering. The establishment's operators or employees may be required to discourage loiterers and to ask persons loitering longer than 15 minutes to leave the area and contact local law enforcement officials for enforcement of applicable trespassing and loitering laws if persons requested to leave fail to do so.

(19) Security Cameras. A minimum of two 24-hour time-lapse security cameras may be required to be installed and properly maintained on the exterior of the building at locations recommended by the Police Department. All criminal and suspicious activities recorded on this surveillance equipment shall be reported to local law enforcement. To the extent allowed by law, the establishment's operators may be required to provide any tapes or other recording media from the security cameras to the police department.

(20) Prohibited Vegetation. No exterior vegetation may be planted or maintained that could be used as a hiding place for persons on the premises. Exterior vegetation may be planted and maintained in a manner that minimizes its use as a hiding place.

(21) Security Guards. An establishment may be required to retain a specified number of security guards. The number of security guards shall vary based upon the specific facts and circumstances of each establishment's site and operation. All security guards shall have all required state and City permits and licenses.

c. An On-Sale Alcohol Outlet may also be required to comply with the following supplemental conditions:

(1) Sales and delivery of alcoholic beverages to customers shall be made from behind a counter or bar where an establishment employee will obtain the product;

(2) No self-service of alcoholic beverages will be permitted. This does not include pouring the beverage for oneself or another after an establishment employee has served the alcoholic beverage to a patron;

(3) Sales, delivery and consumption of alcoholic beverages shall be restricted to and within the confines of the building portion of the premises or other approved areas, such as enclosed patios;

(4) The premises shall be maintained as a bona fide food restaurant, as defined by applicable provisions of the BPC, and shall provide a menu containing an assortment of foods normally offered in such restaurants; and

(5) No alcoholic beverages shall be consumed on any property adjacent to the premises under the control of the On-Sale Alcohol Outlet.

10. Notification of Public Hearing.

a. The Zoning Administrator shall notify the owner of each establishment conducting the Deemed Approved Activity, and shall notify the property owner, if different from the Deemed Approved Activity, of the time and place of the public hearing. The notice shall be personally delivered or sent via certified mail return receipt requested and shall include notification that the Deemed Approved Status of the establishment conducting the Deemed Approved Activity will be considered before the Zoning Administrator. The public hearing notice shall also be given by mail or delivery to all persons shown on the last available equalized assessment roll as owning real property in the city within 300 FT of the subject property. No notice shall be given less than 10 days prior to the date set for the hearing if such is to be held. Fees for notification shall be pursuant to Paragraph G.11 (Annual Inspection Applicability) of this Section and paid for by the establishment in question that is conducting Deemed Approved Activity.

b. Notice by mail is deemed given on the date the notice is placed into the U.S. Mail system.

11. Annual Inspection Applicability. Annual inspections shall be conducted at all alcohol sales facilities, including all existing On-Sale and Off-Sale Deemed Approved facilities, as well as existing and future On-Sale and Off-Sale alcohol sales facilities operating under a Conditional Use Permit.

12. Fees Schedule. Fees including annual inspection, appeal, and reinspection fees shall be pursuant to the City master fee schedule.

13. Official Action. All officials, departments, and employees of the City, which are vested with the authority to issue permits, certificates, or licenses, shall adhere to, and require conformance with, the Deemed Approved Alcoholic Beverage Sale Regulations set forth in this Section.

14. Violations and Penalties.

a. *Violations of Deemed Approved Alcoholic Beverage Sale Regulations*. Any person who violates, causes, or permits another person to violate any provision of the Deemed

Approved Alcoholic Beverage Sale Regulations set forth in this Section is guilty of either an infraction or misdemeanor, as determined by OMC Section 1-2.01 (Punishment for Violation). Either any person convicted of an infraction or misdemeanor under the provision of the Deemed Approved Alcoholic Beverage Sale Regulations set forth in this Section shall be punished by a fine, imprisonment, or both, according to state law.

b. *Separate Offenses for Each Day*. Any violator shall be guilty of a separate offense for each and every day during any portion of which any violation of any provision of these regulations is committed, continued, permitted, or caused by such violator and shall be punishable accordingly.

c. *Any Violation a Public Nuisance*. In addition to the penalties provided in this section, any use or condition caused or permitted to exist in violation of any of the provisions of these regulations shall be and is declared to be a public nuisance and may be abated as such by the City.

d. *Injunction as Additional Remedy*. Any violation of any provision of these regulations shall be and is declared to be contrary to the public interest and shall, at the discretion of the City, create a cause of action for injunctive relief.

e. *Administrative Penalties.* In addition to any other penalties provided in this section, a person who violates, causes, or permits another person to violate any provision of the Deemed Approved Alcoholic Beverage Sale Regulations set forth in this Section may be issued an administrative citation pursuant to the provisions of OMC Title 1, Chapter 5 (Administrative Citations). Violations of the Deemed Approved Alcoholic Beverage Sale Regulations set forth in this Section are subject to the "health and safety penalties" listed in OMC Section 1-5.04 (Amount of Fines).

f. *Assessment of Additional Penalties*. There will be no additional penalties assessed to owners other than those provided above.

g. *Liability for Expenses.* In addition to the punishment provided by law, a violator is liable for such costs, expenses, and disbursements paid or incurred by the City or any of its contractors in correction, abatement, and prosecution of the violation. Reinspection fees to ascertain compliance with previously noticed or cited violations shall be charged against the owner of the establishment conducting the Deemed Approved Activity or owner of the property where the establishment is located. Fees shall be in the amount described in Paragraph G.11 (Annual Inspection Applicability) of his Section, for charged reinspections. The inspection official shall give the owner or other responsible party of such affected premises a written notice showing the itemized cost of such chargeable service and requesting payment thereof. Should the bill not be paid in the required time, the charges shall be placed as a lien against the property.

15. Enforcement. The City shall designate the appropriate personnel to enforce the provisions of the Deemed Approved Alcoholic Beverage Sale Regulations set forth in this Section.

16. Inspection and Right of Entry. The officials responsible for enforcement of the provisions of the Deemed Approved Alcoholic Beverage Sale Regulations set forth in this Section, other provisions of the Development Code, or their duly authorized representatives, may enter on any site or into any structure for the purpose of investigation, provided they shall do so in a reasonable manner, whenever they have cause to suspect a violation of any provision of the Deemed Approved Alcoholic Beverage Sale Regulations, or whenever necessary to the investigation of violations to the Deemed Approved performance standards or conditions of

approval prescribed in these regulations. All inspections shall be conducted in compliance with the Fourth Amendment to the United States Constitution.

H. Entertainment Zones.

1. Purpose. The purpose of this Chapter is to establish a process by which to create Entertainment Zones within the City of Ontario, as authorized by Section 23039.5 of the California Business and Professions Code, where people can buy open container drinks (alcoholic drinks "to-go") from local bars, restaurants, wineries, and breweries and enjoy them outside in common spaces like plazas, sidewalks, and streets during certain hours for the purposes of creating active, commercial corridors, catalyze broader economic stimulus and ensure equitable program benefits while making Ontario a vibrant cultural hub.

2. Definitions. For the purposes of this Chapter, the following definitions shall apply:

a. *ABC*. Means the California Department of Alcoholic Beverage Control.

b. *Entertainment Zone*. Has the meaning set forth in Section 23039.5 of the California Business and Professions Code, as may be amended from time to time.

c. *Entertainment Zone Event*. Means an event or activation which occurs within the boundaries of an Entertainment Zone established in accordance with this Chapter and the Management Plan for the Entertainment Zone.

d. *Licensee*. Means any person, business, or other entity duly licensed to sell alcoholic beverages.

e. *Management Plan*. Means a plan approved by the Community Development Agency for the management and regulation of an Entertainment Zone.

3. Entertainment Zone.

a. *Ontario Toyota Arena Entertainment Zone (OTAEZ)*.

(1) The area bounded by Ontario Center Parkway to the north, the Arena Parking Lots B and C to the south, the Arena to the west, and the Adept Lot A Development to the east has been identified as the Ontario Toyota Arena Plaza – Phase I. The OTAEZ includes all areas within the public plaza as identified in Figure 5.03-1, excluding parking lots, parking structures, public streets, and public sidewalks, and is hereby designated as the OTAEZ under Sections 23039.5 and 25690 of the California Business and Professions Code.

(2) Outdoor consumption of alcoholic beverages within the

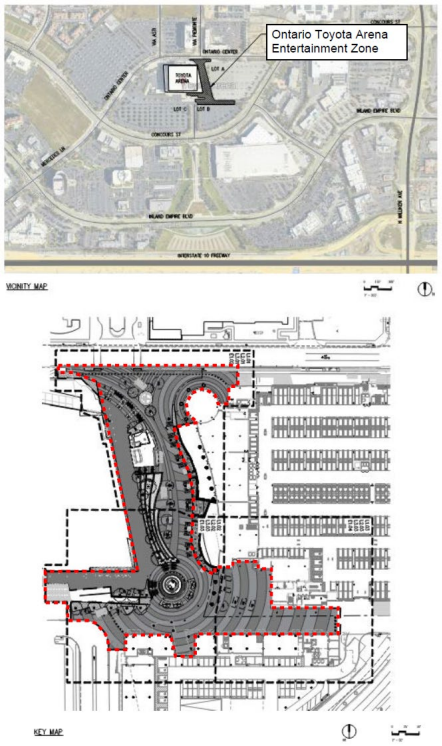


Figure 5.03-1: Ontario Toyota Arena Entertainment Zone

OTAEZ is authorized 7 days a week between the hours of 8:00 a.m. and 2:00 a.m., so long as at least one licensee within the boundaries of the Entertainment Zone is permitted to sell alcoholic beverages during those hours for consumption on the premises. Hours of operation are subject to any additional limitations imposed by any ABC permit or license and by the Management Plan for the Entertainment Zone.

(3) Off-site sale of open alcoholic containers by a participating holder of an ABC license or permit may consist of beer, wine, and/or distilled spirits subject to the conditions and limitations imposed on the establishment by their local entitlements or ABC privileges, and any additional limitations imposed by the Management Plan for the Entertainment Zone.

4. Controls and Compliance with Laws.

a. All licensees and organizations sponsoring or selling alcoholic beverages within an Entertainment Zone shall comply with all applicable state and local laws and regulations, including, but not limited to, the following:

(1) All applicable ABC license and permitting requirements;

(2) Sections 23357, 23358, and 23396 of the California Business and Professions Code, as may be amended from time to time;

(3) All other laws governing the sale and consumption of alcoholic beverages and all permits and licenses issued pursuant thereto;

(4) Applicable road closure regulations and procedures;

(5) Applicable Special and Temporary Event laws, policies, and regulations; and

(6) Any applicable Administrative Regulations issued by the City pursuant to this Chapter, including conditions set forth in the Management Plan for the Entertainment Zone.

b. During an Entertainment Zone event, open alcoholic beverages may be consumed on any public street, avenue, sidewalk, stairway, alley, or thoroughfare within an Entertainment Zone, subject to the Ontario Municipal Code Section 5-11.02 "Public consumption of alcoholic beverages and possession of any open alcoholic beverage container," and other restrictions imposed by State or local law.

c. All open alcoholic beverages shall be purchased only from a premises located within the Entertainment Zone that is authorized under California Business and Professions Code Section 23357, 23358, or 23396, as may be amended from time to time, to permit consumers to leave the premises with open containers of alcoholic beverages for consumption off the premise, or an organization that is authorized by an ABC special event permit or license to make such sales within the Entertainment Zone.

d. No alcoholic beverages purchased at a participating licensed premises may leave the premises in an open glass or metal container.

e. Delivery of alcoholic beverages to consumers within the Entertainment Zone by a participating licensee or third party delivery service is prohibited.

5. Implementation.

a. Upon the establishment or modification of an Entertainment Zone, the Community Development Agency is authorized to and shall do the following:

(1) In consultation with the Police Department, provide the following information to ABC, pursuant to Section 25690 of the California Business and Professions Code:

(a) A copy of the ordinance establishing or modifying the Entertainment Zone;

(b) Information as may be necessary to identify the boundaries of the Entertainment Zone;

(c) The days and hours of operation of the Entertainment Zone;

(d) The types of alcoholic beverages permitted within the Entertainment Zone; and

(e) The approved non-glass and non-metal containers in which alcoholic beverages may be authorized.

(2) Issue a Management Plan for the Entertainment Zone as follows:

(a) The Management Plan shall establish the process or procedure to readily identify individuals purchasing or consuming alcoholic beverages within the Entertainment Zone as being 21 years of age or older;

(b) The Management Plan may include requirements not otherwise imposed by State or local law, but which are nonetheless enforceable pursuant to Subsection 6 (Administrative Regulations) of this Section; and

(c) Upon issuance or revision of a Management Plan, the Community Development Agency shall transmit a copy of the Plan to ABC.

(3) Any holder of an ABC license or permit that wishes to allow customers to leave the premises with open containers of alcoholic beverages for consumption off the premises within the Entertainment Zone shall provide to the Community Development Agency a copy of the notice provided to ABC under Section 23357, 23358, or 23396 of the California Business and Professions Code, as applicable, at the same time such notice is provided to ABC. In addition, participating licensees may be required to submit a participation agreement to the City notifying the City of their intent to participate in the Entertainment Zone.

6. Administrative Regulations.

a. The Executive Director of the Community Development Agency may adopt administrative regulations to implement the provisions of this Chapter, including, but not limited to, application procedures, permit conditions and requirements, and health and safety measures. The Director may revise these regulations from time to time as it deems appropriate. The

Entertainment Zone Management Plan shall be considered an enforceable administrative regulation.

b. No person shall fail to comply with the City's administrative regulations.

7. Periodic Review. The City, in conjunction with local law enforcement, shall review the operation of each Entertainment Zone six months after its activation and every 2 years following its adoption to ensure the Entertainment Zone is being maintained in a manner that protects the health and safety of the general public. Any reports made during the review shall be made available to ABC upon request.

8. Enforcement.

a. Any person who violates any provision of this Chapter, including any administrative regulations, shall be guilty of a misdemeanor, which shall be punishable by a fine not exceeding $1,000 dollars per violation or by imprisonment in the County Jail for a period not exceeding 6 months or by both such fine and imprisonment pursuant to Ontario Municipal Code Section 1.2.01, "Punishment for violation."

b. Any person who violates this Chapter, including any administrative regulations, shall be subject to administrative fines and administrative penalties pursuant to Ontario Municipal Code Volume 1, Chapter 5, "Administrative Citations."

c. Any participating licensee who violates this Chapter may be subject to suspension or revocation of their right to participate in the Entertainment Zone. The City may promulgate administrative regulations to implement this Section.

d. Any person convicted of violating this Chapter in a criminal case, or found to be in violation of this Chapter in a civil or administrative case brought by a law enforcement agency, shall be ordered to reimburse the City and other participating law enforcement agencies their full investigative costs.

5.03.030: Ambulatory Health Care Services—All Other Miscellaneous Services

The following standards shall govern the establishment and operation of "all other miscellaneous ambulatory health care services":

A. "All other miscellaneous ambulatory health care services" shall include blood pressure screening, health screening, hearing testing, industrial clinics, pacemaker monitoring, physical fitness evaluation, and smoking cessation program services.

B. Within the OL zoning district, operating hours shall be limited to 7:00 AM to 7:00 PM, daily.

C. Within the MU-1 zoning district, the use shall not be allowed on the ground floor of storefronts that directly front on to Euclid Avenue.

D. Within the BP, IP, IL, IG, and ONT zoning districts, services shall only be limited to industrial clinics.

5.03.035: Apparel Manufacturing

Within the BP and IP zoning districts, the development of new apparel manufacturing shall be limited to small-scale (GFA of less than 45,000 SF for single-tenant buildings and 60,000 SF for multiple-tenant buildings) facilities.

5.03.037: Artisan Small-Scale and Micro Manufacturing Facilities

The following standards shall govern the establishment and operation of "boutique/artisan small-scale and micro manufacturing facilities":

A. Boutique/artisan small-scale and micro manufacturing facilities shall not exceed 10,000 SF in GFA;

B. Storage of materials and production activities shall be maintained within a completely enclosed structure; and

C. The use shall not include the bulk storage of flammable materials for use or sale, or the bulk storage of hazardous waste.

5.03.040: Automobile Dealers—New Vehicles Sales and Leasing, and Automobile Rental

A. **Automobile Dealers—New Vehicles Sales and Leasing.** For new automobile dealers, up to a maximum of 49 percent of the total number of vehicles on-site at any one time, which are available for sale or lease, may consist of previously owned vehicles.

B. **Vehicle Rental and Leasing.**

1. Passenger car and light truck, utility trailer, recreational vehicle and truck rental and leasing may be conditionally permitted as a freestanding land use pursuant to Table 5.02-1 (Land Use Matrix).

2. Passenger car and light truck rental shall be permitted by right pursuant to Table 5.02-1 (Land Use Matrix), when established in conjunction with, and ancillary to, new motor vehicle sales, motor vehicle general repair facilities, motor vehicle body and paint facilities, or full-service hotels.

3. It is intended that passenger car, truck, utility trailer, and recreational vehicle rental facilities allowed pursuant to Table 5.02-1 (Land Use Matrix), shall be permitted to maintain an on-site rental vehicle fleet, provided adequate off-street parking facilities are provided pursuant to the requirements of Division 6.03 (Off-Street Parking and loading) of this Development Code.

5.03.045: Automotive Body, Paint, and Interior Repair and Customization—Minor Customization

Minor customization work shall be limited to the "bolt-on" replacement or addition of parts only. No body or paintwork shall be permitted, except as may be allowed pursuant to Section 5.03.050 (Automotive Body and Paint—Mobile Repair Services) of this Division.

5.03.050: Automotive Body and Paint—Mobile Repair Services

The following standards shall govern the establishment and operation of mobile automotive body and paint repair services:

A. The mobile operation shall be based at a fixed location within the City pursuant to Table 5.02-1 (Land Use Matrix). The use shall not be licensed as a home occupation.

B. Comply with all applicable requirements of the South Coast Air Quality Management District (SCAQMD). Compliance with SCAQMD regulations shall be demonstrated to the Planning Department prior to business license issuance by the City.

C. Mobile body and paint repair services shall be limited to minor dent and blemish removal/repair on motor vehicles, and the performing of minor reparative and touch-up painting to damaged or blemished areas of motor vehicles.

D. Mobile body and paint repair services shall only be performed for automobile dealerships, car rental agencies and fleet vehicle operators, within zoning districts allowing these land uses. Repair services shall not be provided to individuals.

E. All work shall be performed within areas that are completely screened from public view.

F. Paint shall be applied using a high volume, low pressure coating delivery and application system utilizing a turbine motor to produce high volumetric flow rates at a low pressure, not to exceed 5 pounds per square inch.

G. Prior to business license issuance, the business owner or operator shall provide to the Planning Department for review and approval, written policies and procedures and for:

1. The storage, use and disposal of cleaning solvents and thinners used in conjunction with painting and repair activities pursuant to federal, state, county and local laws, regulations, ordinances and orders;

2. The recording of daily use of solvents, thinners, coating materials and formulations used in conjunction with painting and repair activities;

3. The packaging, handling and transportation of hazardous materials used in conjunction with painting and repair activities;

4. The control of solids and liquids produced during grinding, sanding or coating, to prevent contact with the ground and potentially contaminating storm water runoff;

5. The storage, handling and disposal of hazardous wastes created as a result of painting and repair activities, pursuant to federal, state, county and local laws, regulations, ordinances and orders; and

6. Workspace safety and organization.

H. As a condition of business operations, the licensee shall fully comply with the approved policies and procedures established by Subsection G of this Section, and shall consent to the following requests by the authorized representatives of the City's Police Department, Fire

Department, Planning Department, Engineering Department or Code Enforcement Officers, during regular business hours, for the purpose of making reasonable unscheduled inspections to observe and enforce compliance with the applicable regulations, laws, and provisions of this Ordinance:

1. Review of business records pertaining to the daily use of solvents, thinners, coating materials and formulations used in conjunction with painting and repair activities;

2. Observation of vehicle repair and painting activities; and

3. Inspection of vehicles, materials and equipment used in conjunction with painting and repair activities.

I. Failure to comply with the mobile body and paint repair services standards contained in this Section may result in business license revocation by the City.

5.03.055: Automotive Glass Replacement Shops

The following standards shall govern the establishment and operation of automotive glass replacement shops:

A. Automotive glass replacement shops shall include both stationary and mobile services.

B. Mobile services shall be licensed to a fixed location within the City and shall not be licensed as a home occupation.

5.03.060: Automotive Repair and Maintenance—General Repair Facilities

Automotive general repair facilities shall include mechanical and electrical repair such as air conditioning, brake, cooling, electric, exhaust, and suspension systems repair, and engine, transmission, and drive train repair and maintenance activities.

5.03.065: Automotive Repair and Maintenance—Servicing Facilities

Automotive servicing facilities shall include mechanical and electrical retail-oriented services such as emissions testing, battery replacement and other similar retail activities that do not involve the use of pneumatic tools or equipment that create noise impacts.

5.03.067: Banquet Facilities - Historic Properties

The following standards shall govern the establishment and operation of banquet facilities on historically designated properties that are located outside of zoning districts that would otherwise allow the activity:

A. A banquet facility shall be allowed in all zoning districts within a commercial structure or on property designated as a local historic landmark, or a contributing structure within a designated historic district, established pursuant to Section 4.02.040 (Historic Preservation—Local

Historic Landmark and Local District Designations, Historic Resource Tiering, and Architectural Conservations Areas) of this Development Code, and shall be subject to the regulations therein during the life of the permit, except that no banquet facility shall be allowed in the MU-1 (Downtown Mixed Use) zoning district.

B. The minimum number of parking spaces required shall be provided pursuant to Division 6.03 (Off-Street Parking and Loading) of this Development Code. A parking demand study may be prepared by a qualified traffic consultant or engineer to support a reduction in the required number of parking spaces. The intent is to provide lower, flexible parking standards wherever possible and appropriate. Consideration shall be given to shared parking systems, on and off-street parking resources, compatibility with historic patterns of development, and the availability of mass transit resources.

C. Live entertainment shall be prohibited. Request for live entertainment shall require conditional use permit approval by the Zoning Administrator. Karaoke, DJs, live musical acts, and other similar forms of entertainment are considered live entertainment. Amplified prerecorded music may be permitted; however, the sound emitted from the premises shall not be audible beyond the property lines of the business establishment.

D. Alcohol beverage sales shall be allowed subject to the approval of a Conditional Use Permit issued pursuant to the requirements of Section 4.02.015 (Conditional Use Permits) and Section 5.03.025 (Alcoholic Beverage Sales) of this Development Code.

E. The applicant shall comply with all applicable building code regulations related to the change of use of the structure to a banquet facility.

5.03.070: Bed-and-Breakfast Inns

The following standards shall govern the establishment and operation of bed-and-breakfast inns:

F. A bed-and-breakfast inn shall be allowed only within a structure designated as a local historic landmark, or a contributing structure within a designated historic district, established pursuant to Section 4.02.040 (Historic Preservation—Local Historic Landmark and Local District Designations, Historic Resource Tiering, and Architectural Conservations Areas) of this Development Code, and shall be subject to the regulations therein during the life of the permit.

G. The inn structure shall serve as the primary residence of the bed-and-breakfast inn owner(s), or the majority shareholder if the facility is owned by a corporation.

H. The bed-and-breakfast inn shall be accessory to the residential use of the property.

I. The lot upon which the bed-and-breakfast inn is operated shall conform to the standards of the zoning district in which it is located, and the applicable land use and operational requirements of this Development Code.

J. No long-term rental of rooms shall be permitted. The maximum length of stay for any guest shall be 14 days within any 30-day period.

K. Guests may check in only between the hours of 9:00 AM and 9:00 PM.

L. Breakfast shall be the only full meal served, excepting light snacks and refreshments, and may only be served to guests of the bed-and-breakfast inn. Restaurants are prohibited, and no cooking facilities shall be allowed within any guestroom.

M. The applicant shall comply with all applicable building code regulations related to the change of use of the structure to a bed-and-breakfast inn.

5.03.075: Billiard Parlors and Pool Halls

The following standards shall govern the establishment and operation of billiard parlors and pool halls:

A. All billiard and pool tables are to be located so as to be visible at all times by one or more employees of the business.

B. Unless otherwise specifically approved by Conditional Use Permit, billiard and pool tables shall be limited to a size not typically used for regular professional tournament play (9 FT long by 4.5 FT wide), as established by the World Billiard Congress, World Pool-Billiard Association, American Pool Players Association, and other similar professional organizations.

C. Billiard parlors and pool halls shall be located a minimum of 300 FT, as measured in a straight line from any point along the outer boundaries of the property or lease space containing the use, to any residentially zoned property or sensitive land use, including hospitals and other healthcare facilities; senior citizen care facilities; preschools; daycare facilities; public or private elementary, middle (junior high) or high schools; public parks; recreation centers; sports parks; or any similar facility where minors (persons under 18 years of age) regularly congregate.

D. Minors shall not be permitted to enter or remain in a billiard parlor and pool hall during the following periods, unless accompanied by a parent or legal guardian:

1. Monday through Friday, between 8:00 AM and 3:00 PM, or after 10:00 PM; and Saturday and Sunday, after 10: 00 PM.

2. The weekday daytime hours of restriction shall not apply to school vacation days or holidays, as established by any public school district or private elementary, middle (junior high) or high school operating within the City.

3. Notice of the herein specified hours of restriction for minors shall be posted at the facilities entrance(s), in lettering of at least 2 inches in height.

E. The establishment shall not be open to customers, patrons, or any member of the public between the hours of 2:00 AM and 6:00 AM.

F. "No Loitering" signs shall be posted at the front and rear of the business.

G. The facility shall have a minimum of one managing employee at least 21 years of age during all working hours.

H. Occupancy shall not exceed the number required under the City's building and fire codes, and the maximum occupancy load shall be posted at the main entrance.

I. The establishment shall maintain and operate a video surveillance system during all business hours, which is capable of storing a minimum of 186 hours (7 days) of video surveillance.

1. The video surveillance system shall cover the entire interior of the premises and all entrances and exits of the establishment and shall be capable of delineating upon playback of the system, the activity and physical features of persons or areas within the premises.

2. The business owner shall permit City Police and/or Code Enforcement officers to inspect the stored video surveillance during normal business hours, upon demand.

3. The video surveillance system shall be maintained in good working order.

4. A sign shall be posted inside and at the entrances to the establishment indicating that the premises are under video surveillance.

J. The business owner shall submit and receive approval of a Fire Exit Plan from the Fire Department. The plan shall address all requirements of the City's building and fire codes, including, but is not limited to, showing all necessary dimensions, equipment location, aisle locations/path of travel, building exiting, and panic hardware.

K. Window areas shall not be covered or made opaque in any way. All windows and entrances shall be unobstructed at all times so as to allow an unimpaired line-of-sight by police officers.

L. The Chief of Police is hereby authorized to require the business owner/operator provide a security guard on the premises in the event that there are significant calls for service relating to assaults, gang-related activity, weapons offenses, disturbances, juvenile related crime and truancy, or other good causes. The decision of the Chief of Police may be appealed to the City Council pursuant to Division 2.04 (Appeals) of this Development Code.

M. No exterior pay phones shall be allowed on a property containing a billiard parlor or pool hall.

5.03.080: Boarding, Lodging, and Rooming Houses

The following standards shall govern the establishment and operation of boarding, lodging and rooming houses:

A. All boarding, lodging, and rooming houses shall require the submittal and approval of an Administrative Use Permit or Conditional Use Permit, and business license, prior to establishing the use.

B. The application submitted for approval of a boarding, lodging, or rooming house shall identify whether any boarders are currently Federal, State, or Youth Authority parolees. That information shall be provided by the landlord to each lessee or renter upon signing a lease or other rental agreement. Owners and/ or operators of approved boarding, lodging or rooming houses shall update the information required by this Section anytime a person that is a Federal, State, or Youth Authority parolee is provided accommodation in the approved boarding, lodging, or rooming house.

C. Boarding, lodging, or rooming houses shall be operated and maintained in full compliance with all applicable requirements of this Development Code and the Ontario Municipal Code, prior to the issuance of an Administrative Use Permit or Conditional Use Permit authorizing the use, and at all times following permit issuance. Violation of any local, State, or Federal laws by individual boarders while on the premises, shall be grounds for revocation of the permit, including but not limited to violations of PC Section 3003.5.

D. No boarding, lodging, or rooming house shall be maintained as a nuisance.

E. The violation of any provision of this Section shall be grounds for revocation of the Administrative Use Permit or Conditional Use Permit authorizing the boarding, lodging, or rooming house use. In revoking an Administrative Use Permit or Conditional Use Permit, the procedures contained in Division 2.05 (City Initiated Modification or Revocation) of this Development Code shall be followed.

F. All boarding, lodging, and rooming houses shall be required to pay to the City, an administrative fee in an amount determined by separate resolution of the City Council, to cover the costs of Administrative Use Permit or Conditional Use Permit review and issuance, and inspection of the facilities.

G. Boarding, lodging, and rooming houses may provide rented, leased, or subleased accommodations for occupancy by no more than 6 individuals, excluding a resident owner, agent, or manager. The operator may seek relief from the strict application of this provision by submitting a request for reasonable accommodation pursuant to Section 4.02.035 (Fair Housing and Reasonable Accommodation) of this Development Code.

5.03.085: Bread and Tortilla Manufacturing

Within the IP zoning district, bread and tortilla manufacturing shall be limited to small-scale (GFA of less than 45,000 SF for single-tenant buildings and 60,000 SF for multiple-tenant buildings) facilities.

5.03.090: Business to Business Electronic Markets

Within the BP zoning district, the development of business to business electronic markets shall be limited to small-scale (GFA of less than 45,000 SF for single-tenant buildings and 60,000 SF for multiple-tenant buildings) developments.

5.03.095: Caretaker Quarters

The following standards shall govern the establishment and operation of caretaker quarters:

A. Caretaker quarters may be allowed in conjunction with, and accessory to, an allowed land use, when determined by the Reviewing Authority to be essential to providing 24-hour on-site property security and surveillance.

B. Caretaker quarters shall not exceed 600 SF in gross floor area and shall contain no more than one bedroom.

C. Caretaker quarters shall be for occupancy by the business owner or an employee of the business.

5.03.100: Child Daycare Services

The following standards shall govern the establishment and operation of child daycare services:

A. Child Daycare Centers.

1. No City permit for a child daycare center shall be effective until satisfactory evidence has been provided to the City demonstrating that all necessary State licenses and permits have been obtained.

2. Child daycare centers shall not be allowed in conjunction with a residential land use.

3. Within industrial zoning districts, child daycare centers shall be limited to employer-provided services, which are only for employee use. Such centers may also be established by a group of industrial businesses, which are located within close proximity, to serve their employees at an on-site or off-site location.

4. Comply with all fire and life safety standards required by the State Fire Marshall and the Ontario Fire Department.

5. All areas designated for active play, or any play structures, shall only be permitted within a side yard or rear yard area. In addition, all play areas shall be enclosed by a 6 FT high decorative fence or wall. Property line fences or walls may be used to fulfill this requirement.

6. Landscaping and decorative masonry block walls shall be used to buffer noise inside and rear yard areas when abutting a residential zoning district.

7. Outdoor play areas shall be located at least 25 FT from any residential structure located on an abutting residentially zoned lot.

8. Any swimming pool, pond, wading pools, or similar bodies of water greater than 18 inches in depth shall be fully enclosed by a minimum 5 FT high non-climbable fence. Additionally, all entrances and exits shall have self-closing and latching gates. All latches shall be located at least 54 inches above adjacent grade.

9. All trash receptacles and air-conditioning units located outdoors and adjacent to any play area shall be fully enclosed by a wall or fence.

10. A daycare center shall not be located within any area in which the measurable exterior noise level is 65 CNEL or greater.

B. Family Child Daycare Homes.

1. To prevent over concentrations of family child daycare homes that would impair the integrity of residential neighborhoods, a minimum 300-FT separation shall be provided between dwellings licensed with the California Department of Social Services as a family child

daycare home. The distance between any structure used as a family child daycare home and another structure used as a family child daycare home shall be measured in a straight line, without regard to intervening structures, from the closest property line of the structure used as a family child daycare home to the closest property line of another structure used as a family child daycare home.

2. A family child daycare home shall be clearly incidental and subordinate to the primary residential use of the dwelling.

3. No family child daycare home shall commence until all necessary licenses and permits have first been obtained from the California Department of Social Services.

5.03.105: Community Care Facilities for the Elderly—More Than 6 Persons

The following standards shall govern the development and/or operation of community care facilities for the elderly, which are designed for occupancy by more than 6 persons:

A. Within residential and mixed-use zoning districts, the maximum density of a community care facility for the elderly that incorporates shared or common kitchen facilities, if proposed at a density greater than allowed by the underlying zoning district, shall be determined based upon a study of equivalent impact, assessing factors of traffic generation, water usage, and sewerage generation, in comparison to a multiple-family residential development on the same site, constructed at maximum density. Applicants for community care facilities for the elderly shall be responsible for all City costs incurred in preparation of the study.

B. Within commercial zoning districts, the maximum allowed density of a community care facility for the elderly shall be based a study of equivalent impact, assessing traffic/transportation, water usage, and sewerage generation, in comparison to a typical commercial development on the same site. Applicants for community care facilities for the elderly shall be responsible for providing appropriate traffic, water usage and sewerage generation information to the City to assist in determining allowed densities.

C. Community care facilities for the elderly should be located where public transit linkages are available, such as bus or transit facilities on or adjacent to the site, regular shuttle service to a regular transit route, or equivalent alternative methods as approved by the Planning Director.

D. A minimum of 75 SF of private open space and 75 SF of common open space shall be provided per dwelling or room used for dwelling purposes. Common spaces shall be provided with recreation room(s), swimming pools, lawn bowling courts and similar recreational facilities, based upon the size of proposed facility and the anticipated needs of its occupants.

E. Common or individual laundry, eating and/or kitchen facilities may be provided.

F. Occupancy of a community care facility for the elderly may be age restricted by means of a deed restriction or an agreement acceptable to the City Attorney.

G. Occupancy of community care facility for the elderly shall not be granted by the City until satisfactory evidence has been provided to the City demonstrating that all necessary State licenses and permits have been obtained for the use.

5.03.110: Community Care Facilities for the Elderly—6 or Fewer Persons

Community care facilities for the elderly, for 6 or fewer persons, may only be established in conjunction with a single-family dwelling.

5.03.115: Computer and Electronic Product Manufacturing

Within the IP zoning district, the development of new computer and electronic product manufacturing shall be limited to small-scale (GFA of less than 45,000 SF for single-tenant buildings and 60,000 SF for multiple-tenant buildings) facilities.

5.03.120: Consumer Goods Rental

The following standards shall govern the establishment and operation of consumer goods rental services:

A. Consumer goods rental services shall include the rental of consumer electronics and appliances, costumes, formal wear, furniture rental, home health equipment, musical instrument rental, party and banquet accessories, recreational goods, and video tapes and discs.

B. Outdoor storage shall be prohibited in conjunction with consumer goods rental services.

5.03.125: Convenience Markets and Specialty Food Stores

The following standards shall govern the establishment and operation of convenience markets and specialty food stores:

A. Within the CS zoning district, hours of operation shall be limited to between 7:00 AM and 10:00 PM, daily.

B. All convenience markets and specialty food stores that sell prepared or prepackaged food items shall provide and maintain outdoor trash receptacles adjacent to the business entry, for use by customers.

C. Where a convenience market or specialty food store abuts a residential zoning district, no commercial loading activity is permitted between the hours of 7:00 PM and 7:00 AM.

5.03.130: Credit Intermediation-Related Activities

The following standards shall govern the establishment and operation of credit intermediation-related activities:

A. Credit intermediation-related activities include check cashing, money order issuance, money transmission and payday advance services.

B. Within the MU-1 zoning district, credit intermediation-related activities shall only be allowed in conjunction with a permitted or conditionally permitted land use, Standalone credit intermediation-related activities within the MU-1 zoning district shall be prohibited.

5.03.135: Cutlery and Hand Tool Manufacturing

Within the IP zoning district, the development of new cutlery and hand tool manufacturing shall be limited to small-scale (GFA of less than 45,000 SF for single-tenant buildings and 60,000 SF for multiple-tenant buildings) facilities.

5.03.140: Data Processing, Hosting, and Related Services

Within the OL and OH zoning districts, data processing, hosting, and related services shall only be allowed in conjunction with a permitted or conditionally permitted land use. Standalone data processing, hosting, and related services shall be prohibited within these zoning districts.

5.03.145: Depository Credit Intermediation

The following standards shall govern the establishment and operation of depository credit intermediation uses:

A. Depository credit intermediation shall include commercial banking, savings institutions, and credit unions.

B. Drive-thru facilities in conjunction with depository credit intermediation shall be permitted subject to the provisions of Section 5.03.150 (Drive-Thru Facilities) of this Division.

5.03.150: Drive-Thru Facilities

The following standards shall govern the establishment and operation of drive-thru facilities, and are intended to result in facilities that are well designed, encourage pedestrian activity, and enhance the commercial areas in which they located:

A. Location Standards.

1. Drive-thru facilities shall be permitted in conjunction with the below-listed land uses, except that such facilities located within the MU-1(Downtown Mixed-Use) zoning district shall not be visible from Euclid Avenue, as demonstrated in Figure 5.03-2~~1~~ (Drive-Thru Facility Street-Oriented Example Site Plan), below.

a. Pharmacies and Drug Stores;

b. Banks and Credit Unions;

c. Restaurants and other eating places;

d. Drycleaning and Laundry Services; and

e. Other land uses deemed appropriate by the Zoning Administrator, as determined pursuant to the procedures established in Section 1.02.010 (Interpretations and Land Use Determinations) of this Development Code.

2. Drive-thru facilities shall not disrupt the pedestrian activity of adjacent or nearby commercial uses or commercially zoned property. Furthermore, drive-thru facilities shall not interfere with the normal use of adjoining properties or the potential for a planned commercial development.

B. Development Standards. Uses incorporating drive-thru facilities shall comply with each of the following development standards:

1. Lot Area. Drive-through businesses shall be located on lots having a minimum area of one-acre. This area may be reduced when the business is within an integrated shopping center.

2. Lot Coverage. The lot coverage shall not exceed 40 percent of the lot area.

3. Floor Area.

a. The minimum GFA for a building incorporating a drive-thru shall be 2,000 SF (including gross floor area of the building and associated outdoor seating areas), with a minimum interior floor area of 1,500 SF.

b. A building incorporating a drive-thru may have a GFA less than 2,000 SF subject to the approval of a Conditional Use Permit by the Zoning Administrator, provided that the building is proposed to be located within an existing retail shopping center.

4. Setbacks.

a. Setbacks shall be provided pursuant to the requirements of the underlying zoning district in which the drive-thru facility is proposed.

b. A minimum 25-FT landscaped setback shall be maintained between any drive-thru facility, including drive-up windows, drive-thru lane and menu/order stations, and any adjacent residentially zoned property or residential land use.

c. The building shall maintain a minimum 20-FT landscaped setback from street property lines. Design elements, such as trellises, may encroach into the setback when well-integrated with the landscape.

5. Building Orientation. Buildings incorporating drive-thru facilities shall be oriented toward the street, as demonstrated in Figure 5.03-2~~1~~ (Street-Oriented Example Site Plan).

6. Access. Each developed site shall not have more than one drive approach per street frontage. Drive-thru ingress and egress aisles shall not take direct access from a public street

or thoroughfare, but instead shall take access from a parking area or on-site drive aisle, as demonstrated in Figure 5.03-2~~1~~ (Street-Oriented Example Site Plan).

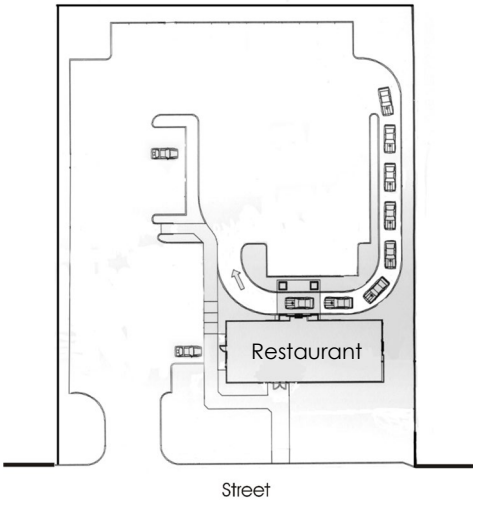


Figure 5.03-2~~1~~: Drive-Thru Facility Street-Oriented Example Site Plan

7. Building Height. Buildings with drive-thru facilities shall not exceed a height of 35 FT.

8. Site Design.

a. Buildings shall be oriented toward the street, with drive-thru lanes, pick-up windows, and off-street parking facilities oriented toward the rear yard or side yard areas.

b. Decorative low garden walls shall be provided to screen the parking lot and drive-thru aisle from view of the public street.

c. All service and loading areas shall be screened from public view, to the extent possible.

d. Restrooms shall not be accessed from outside the structure.

e. Ladders for roof access shall be mounted on the inside of the building or shall be completely concealed from public view.

f. The site design shall minimize pedestrian/vehicle conflicts by creating opportunities for courtyards, plazas, outdoor dining, and landscaped pathways that promote safe and convenient pedestrian movement.

9. Drive-Thru Lane Design.

a. Drive-thru lanes in conjunction with restaurants shall have a minimum length of 144 FT, measured from entry to pick-up window, which accommodates a minimum of 6 vehicles. (Note: The Planning Director may require an increased drive-thru stacking length to accommodate businesses known to generate a higher drive-thru demand.)

b. Drive-thru lanes shall have a minimum width of 11 FT on straight sections and 12 FT on curved sections.

c. Drive-thru lanes shall be screened from view of a public street through building orientation, landscaping, low screen walls, and trelliswork.

C. Maintenance.

1. The premises shall be kept clean, and the operator shall make all reasonable efforts to see that no trash or litter originating from the use is deposited on adjacent properties.

2. Adequate trash containers shall be provided, and, on a daily basis, employees shall be required to pick up trash originating from the site, both on site and within 50 FT of the perimeter of the site.

3. No undesirable odors shall be generated on-site.

4. All merchandise, wares, crates in the form of temporary and permanent storage, displays, and goods offered for sale shall be maintained wholly within the building. Storage of any kind shall be contained completely within an enclosed structure.

D. Noise. Noise emanating from sound systems, including intercom and public address systems, shall not be audible beyond the property line.

E. Signs. All signs shall conform to the sign provisions of Division 8.1 (Sign Regulations) of this Development Code. Facilities within an integrated shopping center or plan shall comply with the uniform sign program as established in the center. Menu signs will be limited to two 6-FT high signs, having a maximum area of ~~24~~36 SF each. Menu board signs shall not obscure vehicular visibility.

F. Design Guidelines. The following design guidelines are intended as a reference to assist the designer in understanding the City's goals and objectives for high quality commercial development. The guidelines compliment the mandatory development standards contained in Subsection B (Development Standards), above, by providing good examples of potential design solutions and by providing design interpretations of the various mandatory regulations.

The design guidelines are general in nature and may be interpreted with some flexibility in their application to specific projects. The guidelines will be utilized during the City's development review process to encourage the highest level of design quality, while at the same time providing the flexibility necessary to encourage creativity on the part of the project designer(s). However, unless there is a compelling reason, these design guidelines shall be observed.

1. Architecture.

a. *Style*. The construction of the building should depict a specific architectural style by distinctive elements and features consistent with the chosen style. Accessory structures should portray the style through their features as well. The style of the building should also reflect and complement the styles of surrounding commercial buildings. Architectural treatment should be employed over the entire building exterior (360-degree architecture), and the building should be individually designed for its site. The use of standardized corporate architectural styles is highly discouraged.

b. *Materials.* A variety of quality building materials should be incorporated into the building, such as brick, finished wood, natural stone, tinted/textured concrete masonry, and ceramic tile, which have a substantial and long-lasting appearance. Veneers having a prefabricated or false appearance shall not be used.

c. *Structure*. Drive-up windows should be covered by a structure that reflects the style of the building and is substantial in character; however, it should remain subsidiary to the main structure. Entries should project 10 to 12 FT from the building in order to add depth and variation to the façade.

d. *Entry Design*. Gables, awnings, sign locations, or other features should clearly express the location of doorways. Greater attention should be given to materials and detailing adjacent to entries.

e. *Arcades and Awnings.* Outdoor arcades are encouraged to protect pedestrians from summer heat and winter rain. Where an arcade is not provided, a separate awning or other architectural feature should be used for each business to enhance the individual identity of small shops. Because they can quickly deteriorate, canvas awnings are discouraged, or should be properly maintained.

f. *Roof Forms.* Roof forms should reflect the architectural style and internal organization of buildings. Hipped and gable roofs are encouraged. Flat roof parapets should be accompanied by a cornice or other shadow-creating detail at its "top."

g. *Drive-Up Windows.* Construct roofs or trellises over drive-up windows. Posts supporting roofs or trellises should be substantial in appearance and fully integrated into the architecture of the building. The stacking area for drive-up windows should be screened from the street through a combination of low walls and landscaping.

h. *Lighting.*

(1) On-site lighting shall be directed away or shielded from adjacent freeways, roads, streets, and adjacent properties. All exterior lighting shall be of an indirect nature, coming from under eaves and canopies, or at ground level, with in landscaped areas.

(2) Exterior lighting fixtures should be a decorative and reinforce the architectural style of the building.

(3) Light standards less than 15 FT in height (including lighting bollards) should illuminate all street sidewalks and connecting walkways and are encouraged throughout the project.

i. *Landscaping.*

(1) The minimum amount of on-site landscaping, including defined plazas and courtyards, shall equal 15 percent of the net lot area. Landscaping should be used on the site to show transition from adjacent uses, define a circulation pattern on the lot, screen the parking lot from the street, highlight entries, provide shade for parking as well as outdoor seating areas, and to soften the appearance of the building.

(2) At a minimum, landscaping shall include 15-gallon trees planted no more than 20 FT on center, within minimum 5-FT wide planters. A suitable plant material (grasses, ivy, etc.) should be used as ground cover. Minimum 10-FT wide planters containing a combination of hedges and low walls shall be used to screen drive-thru lanes from view of public streets.

(3) Pedestrian walkways should not intersect drive-thru lanes; however, in the event this occurs, adequate visibility for pedestrians and vehicles shall be provided, and pedestrian crossings shall be clearly marked with signs.

j. *Play Structures.*

(1) Play structures should be placed indoors, becoming an integral part of the architecture, yet remaining a subordinate element. If located outside, play structures shall be oriented away from the public street and properly screened, and shall be no more than 11 FT in height.

(2) Indoor restaurant playground facilities shall be ancillary to the restaurant use. Scale and massing shall not dominate the main structure and the height of the playground facility shall not exceed the height of the main roof of the main structure.

5.03.155: Durable and Nondurable Goods Agents and Brokers

Within the BP and IP zoning districts, business to business electronic markets shall be limited to small-scale (GFA of less than 45,000 SF for single-tenant buildings and 60,000 SF for multiple-tenant buildings) facilities.

5.03.160: Electric Power Generation, Solar and Wind

Solar and wind electric power generation facilities, with ancillary ground mounted battery storage systems, shall only be allowed in conjunction with a permitted or conditionally permitted land use, except that standalone facilities shall be allowed within the CIV, IH, and UC zoning districts.

5.03.165: Electrical Equipment, Appliance, and Component Manufacturing

Within the IP zoning district, electrical equipment, appliance, and component manufacturing shall be limited to small-scale (GFA of less than 45,000 SF for single-tenant buildings and 60,000 SF for multiple-tenant buildings) facilities.

5.03.170: Electronic Shopping and Mail Order Houses

A. Within the IP, IL, IG, and IH industrial zoning districts, direct business to consumer sales via the internet, direct mail, or telephone shall only be allowed ancillary to a permitted or conditionally permitted land use, such as manufacturing, warehousing, wholesaling, and/or distribution activities.

B. Standalone (office only) business to consumer sales via the internet, direct mail, or telephone shall be allowed as a primary land use only within the CN, CC, CR, OL, and OH commercial zoning districts; the MU-1, MU-2, and MU-11 mixed-use zoning districts; and the BP industrial zoning district.

5.03.175: Electronics and Appliance Stores

Within the CN zoning district, only small-scale (GFA of 5,000 SF or less) electronics and appliance stores may be established.

5.03.177: Employee (Farmworker) Housing

Where allowed pursuant to Table 5.02-1 (Land Use Matrix) of this Development Code, Employee (Farmworker) Housing units and complexes shall be subject to the below-listed requirements. Pursuant to California Health and Safety Code Section 17021.8, the City shall ministerially process complete applications for qualifying employee/farmworker housing in the AG overlay district within 30 days from the date of submittal.

A. General Requirements.

1. Every person, or agent, or officer thereof, which constructs, operates, or maintains Farmworker Housing, shall comply with the requirements of this Section, and all applicable health, safety, and building codes and standards.

2. Farmworker Housing shall be designed, constructed, and maintained in conformance with the Employee Housing Act (commencing with HSC Section 17000), CCR Tiles 24 and 25, and the California Building Code.

3. A Farmworker Housing unit providing accommodations for 6 or fewer employees, or for one employee and their respective household, shall be deemed a single-family structure and shall be permitted in the same manner as other single-family structures of the same type in the same zone.

4. A Farmworker Housing Complex consisting of up to 36 beds in a group quarters, or 12 units or spaces designed for use by a single family or household, shall be deemed an agricultural use and shall be permitted in the same manner as other agricultural uses in the same zone in zones where agricultural uses are permitted.

5. Farmworker Housing shall not include hotels, motels, boarding houses, bed and breakfast inns, rooming houses, dormitories, or other similar uses that would imply that the employee housing is a business run for profit or differs in any way from a single-family dwelling or an agricultural use.

6. Farmworker housing provided by the employer and maintained in connection with the work, or place where work is being performed, shall comply with all provisions of HSC Section 17008(a). Farmworker housing not maintained in connection with any workplace, and provided by someone other than an agricultural employer, shall comply with all provisions of HSC Section 17008(b).

7. Farmworker Housing for agricultural employees and their families shall be allowed subject to the same fees applicable to any other agricultural use. In the event the Farmworker Housing is converted to another use, the units shall be subject to all applicable Development Code standards in existence at the time of conversion. For the purposes of this Section, the term "agricultural employee" shall mean a person who works full or part-time (24 or more hours per week) in the service of bona fide commercial agricultural operations, in any of the branches of farming

8. All Farmworker Housing shall comply with all City regulations and permitting requirements, including but not limited to building construction, sewage disposal, water supply, NPDES, and storm water quality control, prior to occupancy of the housing units.

9. No person shall construct, reconstruct, erect, install, relocate, or alter any building used for human habitation, building accessory thereto, or other housing accommodations, intended to be used for Farmworker Housing, or any electrical, mechanical, or plumbing equipment installed in Farmworker Housing, without first obtaining all necessary City permits.

10. Farmworker housing is not required to be located on the same site as the qualifying agricultural operation where the farmworkers are employed.

B. Farmworker Dwelling Units.

1. Housing for up to 6 agricultural employees or one farm employee and his or her household is an allowed use in the AG Overlay District and all residential and mixed use zoning districts that allow single-family dwellings.

2. A farmworker dwelling unit is subject to all requirements relevant to this Development Code, which are applicable to single-family dwellings, including but not limited to site and building development standards, off-street parking requirements, security standards, wall and fencing requirements, and landscaping requirements. At least one off-street parking space shall be provided for each dwelling unit.

3. A farmworker dwelling unit provided pursuant to Paragraph B.4, below, shall not be required to be located on the same site as the qualifying agricultural operation where the farmworkers are employed.

4. A farmworker dwelling unit shall meet the standards for single-family dwellings contained in Section 6.01.010 (Residential Zoning Districts) of this Development Code, and applicable requirements of the Ontario Building Code.

5. A farmworker dwelling unit shall not be subdivided from the primary lot on which it is located.

6. At least one off-street parking space shall be provided for each farmworker dwelling unit.

C. Farmworker Housing Complex.

1. A farmworker housing complex, with up to 36 beds in group quarters or 12 units designed for use by single families or households, which comply to the standards for single-family dwellings contained in Section 6.01.010 (Residential Zoning Districts) of this Development Code, is an allowed use in the AG Overlay District.

2. A minimum of 50 SF of floor area shall be provided for sleeping purposes for each occupant of group living quarters, such as barracks and bunkhouses, within a farmworker housing complex.

3. At least one off-street parking space shall be provided for each dwelling unit, or one parking space for each 3 beds, whichever is greater, plus one off-street parking space for each farmworker housing complex employee.

D. Farmworker Verification.

1. All new permanent farmworker dwelling units and farmworker housing complexes shall require the completion of a Farmworker Housing Verification Form prior to building permit application submittal.

2. The Farmworker Housing Verification Form shall include information regarding the housing type, number of dwelling units or beds, length of occupancy, number of occupants, occupants' employment information, and, for farmworker housing for 5 or more workers, proof that a permit to operate from HCD has been obtained and maintained.

3. The verification form shall be submitted annually, by May 15th of each year, to the Planning Director, in a form acceptable to the Planning Director, that all the dwelling units or sleeping quarters are being rented to, and occupied by, persons who meet the following agricultural employee employment criteria:

a. Tilling and cultivation of the soil associated with commercial crop production;

b. Raising, production, and cultivation of commercial livestock for the production of food and/or fiber;

c. Growing and harvesting of any commercial agricultural or horticultural commodities;

d. Commercial raising of bees, fur-bearing animals or poultry;

e. Preparation and processing of farm products for market; or

f. Timber or forestry operations.

4. At a minimum, the verification form shall contain the following information:

a. Entity responsible for housing maintenance and upkeep;

b. Description of whether the housing will be based on a permanent, temporary, and/or seasonal basis;

c. Total number of people to be housed on-site at any one time;

d. Description of the housing, including, whether the structures will be permanent and/or temporary, intended as units for families, one person or several persons, and cost of the units and utilities to the workers;

e. Location(s) where the employees will work;

f. Assessment of how much water will be used by the proposed development and description of how water is proposed to be supplied to the housing and how the water system complies with all applicable state and local potable water supply requirements; and

g. Description of the sewage disposal method, such as septic systems, to be used to service the housing, and how the sewage disposal method complies with all applicable state and local potable water supply requirements.

E. Location of Housing.

1. Farmworker housing shall be located no less than 75 FT from barns, pens, or other structures that house livestock or poultry.

2. Farmworker housing shall be located off prime and productive agricultural land, unless no other alternative locations exist on-site.

F. Maximum Floor Area for Farmworker Dwelling Units. The maximum floor area allowed for a farmworker dwelling unit shall be 650 SF. As used in this Paragraph, the term "floor area" shall mean the living area of a dwelling, exclusive of any garage or carport, which is measured from the outside surfaces of exterior walls or walls between living areas and a garage.

G. Removal of Housing. Farmworker housing is subject to removal (or conversion to another approved use) within 45 days following cessation of the agricultural employment for which the farmworker dwelling units are needed. This provision shall not apply if it can be shown that elimination of the agricultural use for no more than 24 months is related to the long-term functioning of agriculture on the site(s) used to establish the farmworker housing need (e.g., crop rotation, disease, replanting, etc.).

H. State Reporting Requirements. Farmworker housing for 5 or more employees is subject to permitting requirements of the California Employee Housing Act. The property owner shall obtain and maintain all required permits from HCD, pursuant to the Employee Housing Act and CCR, Title 25, Division 1, Chapter 1, Section 600 through Section 940, prior to the occupancy of the farmworker housing units. A copy of the HCD permit shall be provided to the Planning Director within 14 days following permit issuance, or at the time of building permit application submittal, whichever is earlier.

I. Maximum Number of Housing Units Allowed. No more than 36 beds in a group quarters or 12 farmworker dwelling units or spaces designed for use by a single family or household shall be allowed on a single lot of record. The Planning Commission may authorize additional beds or units, or a combination thereof, by issuance of a Conditional Use Permit pursuant to Section 4.02.015 (Conditional Use Permits) of this Development Code, based upon specific findings that document the necessity for the number of approved beds and/or farmworker dwelling units requested.

J. Facilities to Accommodate Recreational Vehicles, Tents or Other Mobile Camping Equipment.

1. Permits for the installation of appropriate permanent facilities to accommodate mobilehomes and recreational vehicles shall be obtained from the City prior to installation.

2. The use of tents, recreational vehicles, or other mobile camping equipment by farmworkers shall not occur for a period of more than 30 days within any 180-day period. Incidental camping shall be conducted so as not to create any health, fire, or other safety hazards. For 5 or more workers, a permit to operate from HCD shall be obtained and maintained.

5.03.180 Exterminating Services

The following standards shall govern the establishment and operation of exterminating services:

A. A copy of the Emergency Business Contingency Plan and/or Risk Management Prevention Program filed with the San Bernardino County Fire Department shall be filed with the Ontario Fire Department. No changes in practices or procedures, or the type and/or maximum quantity of material shall occur without first notifying the Ontario Fire Department and appropriate amendments made to the Business Emergency/Contingency Plan and/or Risk Management Prevention Program on file with the San Bernardino County Fire Department.

B. The outdoor storage of hazardous chemicals or materials is prohibited. Furthermore, the storage of chemicals or service trucks within a 100-year flood zone shall be prohibited.

C. The storage and handling of hazardous materials shall be limited to those quantities specified in the City's building and fire codes.

D. At all times, all operations shall be in full compliance with all federal, state and local regulations pertaining to containment, including restricting use/storage to designated areas, stacking height limitations of materials, and the provision of appropriate pre-approved containment walls where required.

E. A list of all types and amounts of chemical used or stored on the site shall be submitted to the Ontario Engineering Department as well as a Chemical Spillage Control Plan.

F. Hazardous chemicals and their containers shall be disposed of at an approved hazardous materials disposal site and not in City sewers or within solid waste dumpsters.

G. Individuals and firms operating businesses relating to exterminating services shall be licensed by the State of California according to their particular discipline.

H. Access to and the handling of hazardous chemicals and materials shall be limited to properly trained and authorized personnel.

5.03.185: Fabricated Metal Product Manufacturing, All Other Miscellaneous

Within the BP and IP zoning districts, the development of all new "all other miscellaneous fabricated metal product manufacturing" shall be limited to small-scale (GFA of less than 45,000 SF for single-tenant buildings and 60,000 SF for multiple-tenant buildings) facilities.

5.03.187: Fertilizer Manufacturing from Manure Operations (FMMO)

The following standards shall govern the establishment and operation of Fertilizer Manufacturing from Manure Operation (FMMO):

A. All driveways and employee parking areas shall be paved to create an all-weather surface, to the satisfaction of the Planning Director and City Engineer.

B. Inorganic chemical additives shall be limited to 10 percent of the total FMMO raw material inventory.

C. The FMMO establishment and operation shall comply with the rules, regulations and orders of all appropriate regulatory agencies including but not limited to the South Coast Air Quality Management District and the Regional Water Quality Control Board.

D. FMMO stockpile areas shall be enclosed by a minimum 8-FT high wall or fence, and shall be fully screened with closely spaced, fast-growing trees, upon review and approval by the Planning Director.

E. Except for the stockpiling of raw materials, all FMMO operations, including screening, grinding, mixing, adding, and sacking, shall be wholly contained inside a building.

F. All FMMO windrows/stockpiles shall confine their rainstorm runoff waters so they do not drain onto adjoining properties and public rights-of-way.

G. Appropriate facilities shall be installed to collect or divert drainage from surrounding lands, away from stockpile areas.

H. FMMO windrows/stockpiles shall be at least 120 FT from street property lines and 35 FT from interior side and rear property lines.

I. FMMO windrows/stockpiles shall not exceed a 25 FT in height, 150 FT in width, and 250 FT in length; however, the Approving Authority may require a lesser maximum stockpile dimensions so as not to cause a nuisance to neighboring properties and/or to protect the public health and safety.

J. Windrows/stockpiles shall be separated from adjacent stockpiles by approved apparatus roads, minimum 20 FT in width.

K. FMMO stockpiles and/or any processing of manure shall not occur within 150 FT of a milking barn or milk house of a producer dairy, or a dwelling on adjoining property. The Approving Authority may require greater distances upon determining the direction and magnitude of prevailing winds at the site.

L. Approved material-handling equipment shall be maintained on-site for moving windrow/stockpile materials during emergency or firefighting operations.

M. The FMMO owner or operator shall develop and submit a plan to the Ontario Fire Department Fire Prevention Bureau for review and approval, which shall include, but not be limited to, methods and policies for:

1. Monitoring, controlling and extinguishing spot fires;

2. Emergency contact information for personnel who are able to respond to the FMMO location 24 hours a day, 7 days a week;

3. On-site equipment to assist with firefighting operations (e.g., dozers, water tenders, large tractors, etc.); and

4. Special considerations for fire safety during extreme weather conditions.

N. Noise levels from the FMMO shall not exceed local ambient levels found for general agricultural uses, when adjoining occupied dwellings.

O. Vehicles carrying materials to and from the site, shall be adequately covered to confine the contents and prevent materials from being windblown or otherwise scattered.

P. No public nuisance shall occur as a result of the FMMO establishment and operation.

5.03.190: Food Manufacturing, Other

The following standards shall govern the establishment and operation of "other food manufacturing" facilities:

A. "Other food manufacturing" shall include snack foods, roasted nuts and peanut butter, coffee and tea, flavoring syrup and concentrate, seasoning and dressing, spice and extract, and all other miscellaneous food manufacturing.

B. Within the BP and IP zoning districts, the development of new "other food manufacturing" shall be limited to small-scale (GFA of less than 45,000 SF for single-tenant buildings and 60,000 SF for multiple-tenant buildings) facilities.

5.03.195: Footwear Manufacturing

Within the BP and IP zoning districts, the development of all new footwear manufacturing shall be limited to small-scale (GFA of less than 45,000 SF for single-tenant buildings and 60,000 SF for multiple-tenant buildings) facilities.

5.03.200: Freight Transportation Arrangement

Freight transportation arrangement shall include shipping agents and brokers. Within the BP and IP zoning districts, such use shall be limited to offices only. Within the IG and IH zoning districts, freight transportation arrangement shall only be allowed as an ancillary use to a truck transportation use (NAICS 448).

5.03.205: Funeral Director Services

Within the IL, IG, and IH zoning districts, funeral director services shall only be allowed as an ancillary use to funeral parlors, mortuaries and embalming services.

5.03.210: Furniture and Home Furnishings Stores

Within the CN zoning district, only small-scale (GFA of 5,000 SF or less) furniture and home furnishings stores may be established.

5.03.215: Furniture and Related Product Manufacturing

Within the IP zoning district, the development of new furniture and related product manufacturing (GFA of less than 45,000 SF for single-tenant buildings and 60,000 SF for multiple-tenant buildings) shall be limited to small-scale manufacturers.

5.03.220: Game Arcades, Internet Cafes, Internet Gaming, and Similar Facilities

The following standards shall govern the establishment and operation of any business with a primary business activity consisting of the operation of game arcades, cyber cafes, internet gaming, and similar facilities:

A. All video games, pinball machines, computers, gaming stations and similar devices are to be located so as to be visible at all times by one or more employees of the business.

B. Game arcades, cyber cafes, internet gaming, and similar facilities shall be located a minimum of 1,000 FT, as measured in a straight line from any point along the outer boundaries of the property or lease space containing the use, from a public or private elementary, middle (junior high) or high school, public park, recreation center, sports park, or any other similar facility where minors (persons under 18 years of age) regularly congregate.

C. Minors shall not be permitted to enter or remain in a game arcade, cyber cafe, on-line internet gaming facility, or any similar facility during the following periods, unless accompanied by a parent or legal guardian:

1. Monday through Friday, between 8:00 AM and 3:00 PM, or after 10:00 PM; and Saturday and Sunday, after 10:00 PM.

2. The weekday daytime hours of restriction shall not apply to school vacation days or holidays, as established by any public school district or private elementary, middle (junior high) or high school operating within the City.

3. Notice of the herein specified hours of restriction for minors shall be posted at the facilities entrance(s), in lettering of at least 2 inches in height.

D. The establishment shall not be open to customers, patrons or any member of the public between the hours of 12:00 AM and 7:00 AM.

E. "No Loitering" signs shall be posted at the front and rear of the business. In addition, a waiting area with not less than 8 seats shall be provided for customers waiting to use a computer or game/gaming station. No outside waiting or seating area is permitted.

F. No person shall be permitted to consume or sell alcohol on the premises.

G. Employees shall be at least 21 years of age. There shall be a minimum of one employee managing the facility during all working hours. If the business has more than 20 games/gaming stations or computers, the business is required to add one additional employee for every additional 20 computers, or portion thereof, and for every 20 computers thereafter, or any portion thereof. During each employee's working hours, the employee shall wear a badge identifying the business and the employee's full name.

H. Occupancy shall not exceed that required under the City's building and fire codes, and the maximum occupancy load shall be posted at the main entrance.

I. The establishment shall maintain and operate a video surveillance system during all business hours, which is capable of storing a minimum of 186 hours (7 days) of video surveillance.

1. The video surveillance system shall cover the entire interior of the premises and all entrances and exits of the establishment and shall be capable of delineating upon playback of the system, the activity and physical features of persons or areas within the premises.

2. The business owner shall permit City Police and/or Code Enforcement officers to inspect the stored video surveillance during normal business hours, upon demand.

3. The video surveillance system shall be maintained in good working order.

4. A sign shall be posted inside and at the entrances to the establishment indicating that the premises are under video surveillance.

J. The business owner shall submit and receive approval of a Fire Exit Plan from the Fire Department. The plan shall address all requirements of the City's building and fire codes, including, but is not limited to, showing all necessary dimensions, equipment location, aisle locations/path of travel, building exiting, and panic hardware.

K. Any display of or access to adult-oriented materials for minors is prohibited. Access to adult-oriented materials, if permitted by the business owner, shall be limited to the hours of 10:30 PM to 12:00 AM.

L. Window areas shall not be covered or made opaque in any way. All windows and entrances shall be unobstructed at all times so as to allow an unimpaired line-of-sight by police officers.

M. The Chief of Police is authorized to require a specific owner/operator to provide a security guard on the premises in the event that there are significant calls for service relating to assaults, gang-related activity, weapons offenses, disturbances, juvenile related crime and truancy, or other good causes. The decision of the Chief of Police may be appealed to the City Council pursuant to Division 2.04 (Appeals) of this Development Code.

N. No exterior pay phones shall be permitted.

O. No gaming tournaments for cash prizes shall be permitted.

5.03.225: Gasoline and Fueling Stations

The below-listed standards shall govern the establishment and operation of gasoline and fueling stations and are intended to result in facilities that are well-designed, appropriate in scale, and enhance the surrounding community.

A. Self-Serve and Full Service Fueling Stations. The following standards shall govern the establishment and operation of self-serve and full service fueling stations:

1. A service station shall only be located at:

a. The intersection of 2 arterial streets;

b. The intersection of an arterial and collector street; or

c. The intersection of an arterial street and a freeway.

2. The project site shall have a minimum area of 22,500 SF.

3. The project site shall have a minimum width and depth of 150 FT.

4. The project site shall not have more than one access per street frontage.

5. Landscaping shall comprise a minimum of 20 percent of the site area.

6. Provide enhanced pavement sections to relieve visually dominant asphalt surfaces.

7. A self-serve or full service fueling station may include a fully automated car wash (e.g., roll-over or express car wash), which is incidental to the primary fueling station activity.

8. An automated car wash which is ancillary to a self-serve or full service fueling station shall be setback a minimum of 100 FT from any residential zoning district or any residential dwelling in a mixed-use project.

9. A full-service fueling station may include general repair and servicing facilities (maximum 2 service bays), and automotive parts, accessories and tire sales, which is incidental to the primary fueling station activity.

B. Automated Fueling Facilities. The following standards shall govern the development and/or operation of automated fueling facilities:

1. Automated (card lock) fueling facilities shall be located with least one street frontage on an arterial street.

2. Automated (card lock) fueling facilities shall not locate within 1,000 FT of a residential zoning district and shall not interfere with the normal use of adjoining properties.

3. The project site shall have a minimum area of 40,000 SF.

4. Automated (card lock) fueling facilities located at the intersection of two street shall not have more than one access per street frontage. Mid-block facilities may be allowed two accesses on the same street.

5. Landscaping shall comprise a minimum of 40 percent of the site area.

6. All pump island areas shall be covered by a canopy, which shall not exceed 17 FT in overall height.

C. Conversion of Gasoline and Fueling Stations. A property originally improved as a gasoline or fueling station, and which is proposed to be converted so as to facilitate another allowed use, shall require upgrading and remodeling of the gasoline or fueling station. Necessary upgrading and remodeling shall include, but is not limited to, the following:

1. Removal of all fuel appurtenances;

2. Removal of canopies;

3. Removal of pump islands;

4. Removal of fuel storage tanks;

5. Removal of overhead doors;

6. Additional off-site street improvements or modification of existing improvements to conform to access requirements in effect at the time of conversion;

7. Exterior remodeling of the building;

8. Additional on-site landscaping and parking improvements to conform with requirements in effect at the time of conversion; and

9. Conformance with all standards and guidelines contained in this Development Code, which are applicable to the base zoning district.

5.03.230: General Rental Centers

The following standards shall govern the establishment and operation of general rental centers:

A. General rental centers shall include home and garden tool and equipment rental services.

B. Within commercial and mixed-use zoning districts, general rental centers shall only be allowed in conjunction with "Building Materials, Garden Equipment and Supplies Stores," Standalone general rental centers shall be prohibited within these zoning districts.

C. All outdoor storage of equipment shall be screened from public view.

5.03.235: Hardware Manufacturing

Within the IP zoning district, hardware manufacturing shall be limited to small-scale (GFA of less than 45,000 SF for single-tenant buildings and 60,000 SF for multiple-tenant buildings) facilities.

5.03.240: Home Occupations

A. **Purpose.** The purpose of these provisions is to allow for the operation of home-based businesses that are incidental to and compatible with residential land uses. A Home Occupation represents a legal income producing activity by the occupant of a residential dwelling unit.

B. **Applicability.**

1. License Required. No person shall engage in a Home Occupation unless such person holds a valid business license issued by the City.

2. Prohibited Uses. The following list represents example uses that are not considered to be incidental to and/or compatible with residential activities, and for which a Home Occupation permit shall not be issued:

a. Gun/munitions repair or sales;

b. Ammunition loading or sales;

c. Barber and beauty shops;

d. Businesses involving the harboring, training, breeding, raising or grooming of cats, dogs or other animals on the premises, except as otherwise permitted in the AR-2 zoning district;

e. Carpentry and cabinet making;

f. Medical and dental offices or clinics;

g. Repair or fix-it shops;

h. Storage of equipment, materials and other accessories to the construction or service trades;

i. Motor vehicle repair (body or mechanical), upholstery or painting;

j. Welding or machining;

k. On-site sales of motor vehicles (new or used);

l. Massage services, excepting out-call services; and

m. Any other use determined by the Zoning Administrator that is not incidental to and/or compatible with residential activities.

C. Operating Requirements. Home Occupations shall comply with the following operating standards:

1. A Home Occupation shall be clearly incidental and subordinate to the primary residential use.

2. Only the occupants of the dwelling may engage in the Home Occupation.

3. Not more than one client/customer shall visit the premises at any one time, excepting in-home educational activities, including but not limited to music lessons, academic tutoring, or religious instruction, provided no more than 3 students are present at any one time and each of the operating requirements enumerated herein are complied with.

4. There shall be no change in the outward appearance of the premises.

5. There shall be no advertising that identifies the Home Occupation by street address.

6. The Home Occupation shall be conducted within an enclosed structure, completely confined to one room of the dwelling and occupying no more than 10 percent of the GFA of the dwelling, except as follows:

a. Floriculture may be conducted outdoors in conjunction with a single-family dwelling located in the appropriate zoning district. All activities shall take place within the rear one-half of the lot and occupy no more than 10 percent of the net lot area.

b. Within the AR-2 zoning district, kennels and catteries (limited to fewer than 8 animals) shall be conducted in conjunction with a single-family residential land use, within the rear one-half of the lot, and all applicable requirements of Section 5.03.410.C (Animal Keeping and Production) of this Division shall be complied with.

c. Permitted accessory residential structures may be utilized for storage or workspace, provided the items being stored are contained completely within the structure, and use of the accessory residential structure maintains that the Home Occupation is incidental and subordinate to the primary residential use.

7. Only one vehicle specifically associated with the Home Occupation, no larger than a one-ton pick-up truck or van, may be maintained on the property.

8. There shall be no use or storage of materials, chemicals, compounds or equipment not typically recognized as being part of a normal household or hobby use.

9. Activities conducted, and equipment or material used, shall not change the fire safety or occupancy classifications of the premises.

10. Cottage Food Operations shall be conducted consistent with State law operating requirements and shall only involve products contained on the Approved Cottage Foods list maintained by the California Department of Public Health.

11. The Home Occupation shall not generate vehicular or pedestrian traffic in greater volumes than normal in a residential neighborhood.

12. The Home Occupation shall not involve the use of commercial vehicles for delivery of materials either to or from the premises, excepting the use of standard parcel delivery services.

13. No equipment or processes shall be used that creates noise, odor, smoke, glare, dust, fumes, vibration, or result in interference with radio or television reception detectable to the normal senses outside the dwelling unit in which the Home Occupation is conducted.

14. If the Home Occupation is to be conducted on rental property, the property owner's written authorization shall be provided on the home occupation application.

15. No Home Occupation shall be conducted without a current City business license.

D. Internet, Direct Mail, and Telephone Retail Sales.

1. Direct business to consumer retail sales via internet, direct mail or telephone, including wine sales (Type 85 ABC license) conducted pursuant to BPC Sections 23393.5, 23661.7, 24045.18, 25503.56, and 25503.9, shall be permitted as a Home Occupation.

2. No items intended for retail sale shall be stored on the premises, or packaged and shipped from the premises, in quantities greater than typical for single-family dwellings.

3. The business premises shall not be open to the public for the purchase or pickup of retail items.

E. Change in Information or Circumstance. If during the life of a home occupation, the applicant has any change in information or circumstance concerning the original application, notification shall be made to the Planning Department, in writing, within 30 days of the change occurring.

F. Inspections. Authorized representatives of the City's Planning Department, Police Department, Building Department, Fire Department, and/or Code Enforcement Officers shall have the right to enter the property upon which a home occupation permit has been granted, during normal business hours, for the purpose of making reasonable unscheduled inspections to observe and enforce compliance with applicable regulations, laws and provisions of this Development Code and the Ontario Municipal Code.

5.03.245: Hookah Establishments, Smoking/Vaping Lounges, and Smoking/Vaping Retailers

The following standards shall govern the establishment and operation of hookah establishments:

A. Purpose. The purpose of this Section is to help mitigate negative impacts associated with smoking and vaping uses, in order to serve the public health, safety, and welfare of City residence, and City businesses and their patrons. Furthermore, this Section is specifically intended to reduce the impact of smoking and vaping uses on minors, as an abundance of such uses increases the potential for minors to associate smoking and vaping with a normative lifestyle.

B. Applicability. All smoking and vaping businesses throughout the City shall comply with the regulations and requirements of this Section.

C. Definitions. For the purposes of this Section, the words or phrases listed below, in correct alphabetical order, shall have the meanings hereafter specified:

1. Electronic Cigarette (E-Cigarette). An electronic device, which is typically battery-operated, designed to deliver a nicotine-based liquid, or other substance, that is vaporized and then inhaled (called "vaping"), simulating the experience of smoking tobacco. Such devices are manufactured to resemble traditional tobacco cigarettes, cigars, pipes, or even everyday items, such as pens or USB memory sticks. The term includes any such device manufactured, distributed, marketed, or sold as an electronic cigarette or e-cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, or any other product name or descriptor. The term does not include any medical inhaler prescribed by a licensed physician.

2. Hookah Establishments. Any facility or location whose business operation, whether a primary or accessory use, is characterized as a commercial establishment where patrons gather to share in the smoking of flavored tobacco (shisha) from a communal hookah, including but not limited to establishments known variously as a hookah lounge or bar, or shisha bar or den, including smoking cigars or establishing cigar bars.

3. Hookah. A single or multi-stemmed instrument for smoking flavored tobacco (or shisha), whose vapor or smoke is passed through a water basin before inhalation.

4. Smoking/Vaping Lounge. Any facility or location whose business operation, whether a primary or accessory use, is characterized by the sale, offering, and/or preparation of

smoking tobacco, electronic cigarettes, or similar products, including but not limited to establishments known variously as smoking lounges, and vaping lounges, excluding cigars and cigar bars.

5. Smoking/Vaping Retailer. A smoke shop, tobacco store, electronic cigarette retailer, or any other retail business where more than 25 percent of the gross floor area is dedicated to the sale of tobacco or tobacco products, electronic cigarettes, or related products, for consumption off the premises.

D. Operating Requirements. Hookah establishments, smoking/vaping lounges, and smoking/vaping retailers shall comply with the following operating standards:

1. Hookah Establishments. The following standards shall govern the establishment and operation of hookah establishments:

a. A standalone hookah establishment may be established within an outside patio area that is open to the sky.

b. A hookah establishment shall not be established in conjunction with live entertainment.

c. A hookah establishment shall not be established in conjunction with a bar, nightclub, sit-down restaurant, or in conjunction with an ABC licensed bona fide eating establishment.

d. A hookah establishment shall maintain a valid tobacco retail license pursuant to Business and Professions Code Section 22971.7, et seq., and operate in compliance with all applicable State laws and regulations pertaining to smoking facilities (limitation on numbers of paid staff shall meet CAL-OSHA requirements for air filtration and circulation and meets fire standards for smoking lounges).

e. A hookah establishment shall dispose of ash and coals pursuant to the requirements of the Ontario Fire Department.

f. A hookah establishment with an outside patio area that is open to the sky shall be located a minimum of 500 FT, as measured in a straight line from any point along the outer boundaries of the property or lease space containing the use, from any residentially zoned property or sensitive land use, including hospitals and other healthcare facilities; senior citizen care facilities; preschools; daycare facilities; public or private elementary, middle (junior high) or high schools; public parks; recreation centers; sports parks; or any similar facility where minors (persons under 18 years of age) regularly congregate.

g. A hookah establishment shall not be established with an outside patio area when located in mixed use zoning districts with a vertical separation between land uses (i.e., residential units located above commercial land uses).

h. An indoor hookah establishment meeting CAL-OSHA requirements for air filtration and circulation is not subject to the above 500 FT separation requirement from residentially zoned property or sensitive land uses.

i. A hookah establishment shall be located a minimum of 500 FT, as measured in a straight line from any point along the outer boundaries of the property or lease space containing the use, from any other hookah establishment, or a smoking/vaping lounge.

j. A hookah establishment shall be located a minimum 1,320 FT, as measured in a straight line from any point along the outer boundaries of the property or lease space containing the use, from any smoking/vaping retailer.

2. Smoking/Vaping Lounges. The establishment and operation of smoking/vaping lounges shall be prohibited, excepting hookah establishments established pursuant to Paragraph D.1 (Hookah Establishments) of this Section.

3. Smoking/Vaping Retailers. The following standards shall govern the establishment and operation of smoking/vaping retailers:

a. A smoking/vaping retailer shall be located a minimum of 1,320 FT, as measured in a straight line from any point along the outer boundaries of the property or lease space containing the use, from any residentially zoned property or sensitive land use, including residential land uses within mixed use developments, hospitals and other healthcare facilities; senior citizen care facilities; preschools; daycare facilities; public or private elementary, middle (junior high) or high schools; public parks; recreation centers; sports parks; or any similar facility where minors (persons under 18 years of age) regularly congregate; and

b. A smoking/vaping retailer shall be located a minimum of 1,320 FT, as measured in a straight line from any point along the outer boundaries of the property or lease space containing the use, from any other smoking/vaping retailer, or a hookah establishment.

c. No smoking/vaping shall be permitted in conjunction a smoking/vaping retailer.

5.03.250: Hotels, Motels, Residence Inns, and Other Similar Traveler Accommodation

The following standards shall govern the establishment, construction, and operation of hotels, motels, residence inns, and other similar traveler accommodation:

A. Kitchens, kitchenettes, and Other Cooking Facilities. Kitchens, kitchenettes, and other cooking facilities shall not be permitted within guestrooms, excepting the manager's unit and residence inns.

B. Minimum Number of Guestrooms Required. A hotel, motel, residence inn, or other similar traveler accommodation shall contain no fewer than 6 guest rooms.

C. Market Feasibility Report Required. A Conditional Use Permit application to establish a hotel, motel, residence inn, or other similar traveler accommodation, shall be accompanied by a market feasibility report prepared by a professional economist, and shall include the following information:

1. A complete listing of proposed facilities, amenities, and services (i.e.: number and type of rooms, meeting space square footage, recreational amenities, business services such as data ports-workstations-etc., refrigerators in room, laundry service, restaurant-coffee shop-food service, etc.);

2. History of proposed developer and potential operators (i.e.: years in business, principals, capitalization, experience, listing of projects, number of units owned, average rates charged, occupancy rates, etc.);

3. Analysis of economic environment projecting likely future economic conditions as they relate to the operation of the subject hotel;

4. Subjects competitive market (i.e.: identification of their market, 3 and 5 year history of occupancy-average daily rate-revenue per available room trends for that market, estimated share of the market the hotel will capture during the first five years of operation, etc.);

5. Analysis of the economic impacts on existing hotel markets within Ontario (i.e.: estimate of the dilution of the market due to addition of proposed hotel, etc.). Note: new hotel projects should only be approved if competitive market occupancy remains at or above 65 percent for a five year projection period;

6. Relationship to demand generators (i.e.: airport, convention center, corporate market, shopping, and entertainment); and

7. Public cost/revenue projections.

D. **Minimum Amenity Package.** No Development Plan and/or Conditional Use Permit shall be approved for a hotel, motel, residence inn, or other similar traveler accommodation, unless the following amenities are provided:

1. Each guestroom shall include voicemail, wired or wireless internet access, desk with chair, hairdryer, retractable magnifying (10X) and lighted makeup mirror, iron and ironing board, high definition television, and alarm clock or wake-up service;

2. Minimum of 15 SF of meeting space per guestroom for limited –service hotels and 30 SF for full-service hotels;

3. The following minimum active and passive leisure amenities shall be provided:

a. A swimming pool, except that the Approving Authority may approve smaller boutique hotels, motels, residence inns, or other similar travel accommodations having fewer than 75 rooms, with alternate amenities, such as, but not limited to:

(1) A full-service restaurant or café;

(2) Highly amenitized guest rooms, which exceed the minimum amenities required by Paragraph D.1, above;

(3) Meeting space, which substantially exceeds the minimum requirements of Paragraph D.2, above;

(4) Highly detailed architectural features that reflect an established architectural style identified in Reference C (Architectural Styles) of this Development Code; and/or

(5) Other amenities acceptable to the Approving Authority; and

b. A whirlpool/spa; or a furnished cabana containing items such as lighting, ceiling fans, tables, chairs, sofas, lounge chairs, and fire pit;

c. A fitness room; and

4. A full-service restaurant shall be provided in conjunction with a full-service hotel and a guest courtesy lounge (for light meals and snacks) shall be provided with limited-service hotels.

E. Occupancy of Accommodations.

1. No guestroom shall be rented for a period exceeding 30 consecutive calendar days, counting portions of calendar days as full days.

2. No guestroom shall be rented for less than one 24-hour period.

F. Hotels, Motels, Residence Inns, and Other Similar Traveler Accommodation Located in the SP (Specific Plan) Zoning District. Hotels, motels, residence inns, and other similar traveler accommodations that are located in the SP (Specific Plan) zoning district shall be subject to Conditional Use Permit approval.

~~F.~~**G. Full-Service Exemption:** A full-service upscale hotel is exempt from the requirements of Section 5.03.250 (Hotels, Motels, and Other Similar Traveler Accommodation) of this Division. For the purposes of this exemption, a full-service upscale hotel is defined as a lodging establishment that provides a comprehensive range of on-site amenities and guest services that extend beyond standard overnight accommodations. At a minimum, the establishment shall provide on-site dining facilities, such as a full-service restaurant or café. In addition, the establishment shall provide at least 4 of the following amenities and services: a bar or lounge, room service, meeting or event space, fitness center, spa services, concierge service, guest laundry, and valet service.

5.03.255: Leather and Allied Product Manufacturing, Other

The following standards shall govern establishment and operation of "other leather and allied product manufacturing" facilities:

A. "Other leather and allied product manufacturing" shall include the manufacture of luggage, handbags, purses, personal leather goods, and other leather products.

B. Within the BP and IP zoning districts, the development of new "other leather and allied product manufacturing" shall be limited to small-scale (GFA of less than 45,000 SF for single-tenant buildings and 60,000 SF for multiple-tenant buildings) facilities.

5.03.257: Live Entertainment

The following standards shall govern the establishment and operation of live entertainment facilities:

A. No person, firm, partnership, corporation, company, or non-profit or charitable organization shall conduct any entertainment, without first making application to the City and

obtaining a Conditional Use Permit or Administrative Use Permit, as applicable, to do so, nor shall any person conduct the same during the time while a permit to do so is revoked.

B. Any modifications or revisions to the live entertainment provided under a Conditional Use Permit or Administrative Use Permit shall require City approval.

5.03.260: Machine Shops, and Turned Product, Screw, Nut, and Bolt Manufacturing

Within the IP zoning district, the development of new machine shops, and turned product, screw, nut, and bolt manufacturing shall be limited to small-scale (GFA of less than 45,000 SF for single-tenant buildings and 60,000 SF for multiple-tenant buildings) facilities.

5.03.265: Manufacturing, Miscellaneous

Within the IP zoning district, the development of new "miscellaneous manufacturing" shall be limited to small-scale (GFA of less than 45,000 SF for single-tenant buildings and 60,000 SF for multiple-tenant buildings) facilities.

5.03.270: Massage Establishments and Services

The following provisions shall govern Massage Establishments and/or any business providing massage services, or any person that administers massage for financial or other consideration, or acts in the capacity of a Massage Practitioner or Massage Therapist:

A. **Requirements for Massage Establishments and Massage Services for Compensation.** No person shall provide massage services for compensation or engage in the business of massage, or administer massage or provide services as a Massage Therapist or Massage Practitioner, unless such person holds a valid Massage Practitioner or Massage Therapist certification issued by the California Massage Therapy Council (CAMTC) pursuant to BPC Section 4600, et seq.

B. **Massage Establishment Operational Requirements.** Every Massage Establishment shall maintain facilities meeting the following requirements:

1. If wet and dry heat rooms, steam and vapor rooms or cabinets, toilet rooms, shower rooms, bathrooms, tanning booths, whirlpool baths, or pools are offered, they shall be thoroughly cleaned and disinfected as needed, and at least once each day the premises are open. Bathtubs shall be thoroughly cleaned and disinfected. All walls, ceilings, floors, and other physical facilities for the establishment shall be in good repair and maintained in a clean and sanitary condition.

2. Instruments for performing massage shall not be used on more than one patron unless they have been sterilized using sterilizing methods approved by the San Bernardino County Health Department.

3. All employees, including Massage Practitioners and/or Massage Therapists, shall be clean, and shall be clothed in a manner consistent with the Massage Therapy Act, BPC Division 2, Chapter 10.5 (commencing with Section 4600).

4. No person shall enter, be or remain in any part of a Massage Establishment while in possession of, consuming or using any alcoholic beverage or drugs, except pursuant to a prescription for such drugs. The owner, operator, responsible managing employee, manager or permittee shall not permit any such person to enter or remain upon such premises.

5. No massage service may be carried on within any cubicle, room, booth or any area within a Massage Establishment which is not immediately accessible to supervisory, safety or inspection personnel during all hours of operation.

6. No Massage Establishment employing Massage Therapists shall be equipped with tinted or "one-way" glass in any room or office.

7. Pads used on massage tables, or on other furniture upon which massage services are performed, shall be covered with a durable, washable plastic or other waterproof material acceptable to the City.

8. A list of all Massage Therapy services and their costs shall be posted in an open and conspicuous place near the entrance of the Massage Establishment. No Massage Establishment Owner or Manager shall permit, and no employee or independent contractor of the Massage Establishment shall offer to perform, any Massage Therapy services, or charge any fees, other than those posted.

9. No portion of the Massage Establishment will be used for overnight stay or residential purposes.

10. No Massage Establishment shall be opened at the same address where a Massage Establishment was closed and/or revoked in violation of any provision of this Chapter, or for any violation of Federal, State, or local laws, for at least 24 months at location(s) where the closure(s) occurred.

11. A sign at least 8.5 inches by 11 inches in size, containing the following written notice in minimum 16-point font, shall be posted in a conspicuous place in the Massage Establishment, displayed in English, Vietnamese, Mandarin, Spanish, Cantonese, and Korean, and easy to read by any person entering the premises:

> **If you or someone you know is being forced to engage in any activity and cannot leave – whether it is commercial sex, housework, farm work, construction, factory, retail, or restaurant work, or any other activity – call the National Human Trafficking Hotline at 1-888-373-7888 or the Coalition to Abolish Slavery and Trafficking (CAST) 1-888-KEY-2-FREE or 1-888-539-2373 to access help and services. Victims of slavery and human trafficking are protected under United States and California Law.**
>
> **These hotlines are:**
> - **Available 24 hours a day, 7 days a week.**
> - **Toll-free.**
> - **Operated by nonprofit, nongovernmental organizations.**
> - **Anonymous and confidential.**
> - **Accessible in more than 160 languages.**
> - **Able to provide help, referral to services, training, and general information.**

C. Massage Establishment Hours of Operation. Massage Establishment hours of operation shall be limited to 8:00 AM to 10:00 PM of the same day.

D. **Outcall Massages.** No Massage Therapy shall be conducted in a hotel or motel room, or in the private residence of the Massage Therapist.

E. **Minimum Separation Between a Massage Establishment and Sensitive Land Uses.** Maintain a minimum 300-FT separation between a Massage Establishment and any sensitive land use, including schools, preschools, child daycare facilities, or parks.

F. **Right of Authorized Representatives to Enter a Massage Establishment.** As a condition of business license issuance for a Massage Establishment, the permittee shall consent to the right of authorized representatives of the City's Police Department, Building Department, Fire Department, Code Enforcement Officers or San Bernardino County Health Department to enter the Massage Establishment during regular business hours for the purpose of making reasonable unscheduled inspections, to observe and enforce compliance with applicable regulations, laws, and provisions of this Development Code.

The following notice shall be posted in a conspicuous place in the Massage Establishment. The notice must be easy to read by any person, must be displayed in English and Spanish, and must be visible to anyone entering the Massage Establishment:

> **NOTICE TO ALL PATRONS: THIS MASSAGE ESTABLISHMENT AND THE MASSAGE ROOMS DO NOT PROVIDE COMPLETE PRIVACY AND ARE SUBJECT TO INSPECTION BY AUTHORIZED CITY OF ONTARIO PERSONNEL WITHOUT PRIOR NOTICE.**

G. **Business Owner Required to Maintain a List of all Employees and Independent Contractors, and Their CAMTC or City Certifications.** As a condition of business license issuance for a Massage Establishment, the business owner shall provide a list of all employees and independent contractors and their CAMTC or City certifications. The business owner shall notify the City should this information change. Additionally, with the annual renewal of their business license, the business owner shall provide an updated list of all employees and their certifications.

H. **Institutions or Classes of Individuals Not Applicable to this Section.** The provisions of this section pertaining to massage services shall not apply to the following institutions or classes of individuals, while engaged in the performance of the duties of their respective professions:

1. Hospitals, nursing homes, sanatoriums or other similar health facilities duly licensed by the State;

2. Recognized schools of massage;

3. Physicians, surgeons, chiropractors, osteopaths, or physical therapists, who are duly licensed to practice their respective professions in the State, or other persons licensed to practice any healing art pursuant to BPC Section 500, et seq.;

4. Nurses registered under the laws of the State;

5. Barbers, cosmetologists, beauticians, and manicurists who are duly licensed under the laws of the State while engaging in practices within the scope of their licenses, except that this provision shall apply solely to the massaging of the neck, face, scalp, hands and/or feet of the customer client;

6. Coaches and trainers in accredited high schools, junior colleges, and colleges or universities, acting within the scope of their employment; and

7. Trainers of amateur, semi-professional or professional athletes or athletic teams.

I. Chair Massage Services. The following operational requirements shall apply to the location, establishment, and operation of Chair Massage Services:

1. Any person, corporation or partnership wishing to perform chair massage in the City shall first be doing business at a fixed location in the City, having a valid business license, or a valid home occupation pursuant to the "home occupations" provisions of this Division.

2. Chair massage services may be performed only by a person with a valid Massage Practitioner or Massage Therapist certification issued by the California Massage Therapy Council (CAMTC) pursuant to BPC Section 4600, et seq., or a valid City Massage Therapist permit.

3. Chair massage services may only be offered at nonresidential places of business within the CS, CN, CC, CR, CCS, OL, OH, MU-1, and ONT zoning districts and the California Commerce Center North (Ontario Mills) Specific Plan.

4. A Massage Therapist offering chair massage shall have a signed contract for service at each location the service is provided. A copy of such contract shall be provided for inspection upon demand, to any City official with responsibility for enforcement of this Section. The contract shall specify the location, days, and times the service is to be offered.

5. Chair massage shall be offered at a set time and day at each location and shall not be offered at any other time. Such service shall only be conducted between the hours of 8:00 AM and 10:00 PM of the same day.

J. Unlawful Conduct. The following actions shall constitute unlawful conduct as they pertain to the location, establishment, and operation of Massage Establishments and Services:

1. It shall be unlawful for any person, for financial or other consideration, to massage any other person, or give or administer any bath, or give or administer any of the other services set forth in this Development Code for immoral purposes, or in a manner intended to arouse, appeal to, or gratify the lust or passions or sexual desires.

2. It shall be unlawful for any Massage Therapist to massage the genital area of any patron or the breasts of any female patron or for any responsible managing officer in charge of the premises of a Massage Establishment to allow or permit such massage.

3. It shall be unlawful for a person serving as a Massage Therapist to be clothed in a manner inconsistent with the Massage Therapy Act, BPC Division 2, Chapter 10.5 (commencing with BPC Section 4600). Massage Therapists shall maintain their permit identification card clearly visible on their person during business hours.

4. It shall be unlawful for a Massage Therapist issued a permit by the City in accordance with Paragraph A.2 of this Section, to perform any massage service at any location other than that location specified on the Massage Therapist's permit. If during the life of a permit, the applicant has any change in information concerning the original application, notification shall be made to the Zoning Administrator, in writing, within 30 days of the change.

5. It shall be unlawful for any owner, manager, operator, responsible managing employee, or permittee in charge of or in control of a Massage Establishment to employ or permit a person to act as a Massage Therapist who is not in possession of a valid, unrevoked Massage Therapist permit issued pursuant to Paragraph A.2 of this Section, or a valid Massage Practitioner or Massage Therapist certification issued by the California Massage Therapy Council (CAMTC) pursuant to BPC Section 4600, et seq.

6. It is unlawful for any Massage Establishment, Massage Therapist or Massage Practitioner to provide, or to offer to provide, out-call massage services in the City. For the purpose of this provision, the term "out-call massage services" shall mean to engage in or carry on massage, not at a fixed location, but at a location designated by the customer or client. "Out-call massage services" shall not include chair massage services conducted pursuant to Subsection G (Institutions or Classes of Individuals Not Applicable to this Section) of this Section.

K. Violations and Penalties. The following violations and penalties shall apply to the location, establishment, and operation of Massage Establishments and Services:

1. Every person, except those persons who are specifically exempted by the massage services provisions pursuant to division F herein, whether acting as an individual, owner, employee of the owner, or operator or employee of the operator, or whether acting as a mere helper for the owner, employee, or operator, or whether acting as a participant or worker in any way who gives massages or conducts a Massage Establishment or room, or who gives or administers, or who practices the giving or administering of steam baths, electric light baths, electric tub baths, shower baths, sponge baths, vapor baths, fomentations, sunbathes, mineral baths, alcohol rubs, Russian, Swedish, or Turkish baths, or any other type of baths, salt glows, or any type of therapy, or who does or practices any of the other services or acts set forth in these provisions, without first obtaining a valid, unrevoked Massage Therapist permit issued pursuant to Paragraph A.2 of this Section, or a valid Massage Practitioner or Massage Therapist certification issued by the California Massage Therapy Council (CAMTC) pursuant to BPC Section 4600, et seq., or who shall violate any operational standard of the massage services provisions, shall be guilty of a misdemeanor.

2. Any owner, operator, manager, or permittee in charge or in control of a Massage Establishment who knowingly employs a person performing as a Massage Therapist, as defined in this Development Code, who is not in possession of a valid, unrevoked Massage Therapist permit issued pursuant to Paragraph A.2 of this Section, or a valid Massage Practitioner or Massage Therapist certification issued by the California Massage Therapy Council (CAMTC) pursuant to BPC Section 4600 et seq., or who allows such an employee to perform, operate, or practice within such a place of business shall be guilty of a misdemeanor.

3. Any owner, operator, manager, or permittee in charge or in control of a Massage Establishment under this Development Code shall be a Responsible Person. "Responsible Person" shall mean a person who causes a violation of this Development Code or the Ontario Municipal Code to occur, or allows a violation to exist or continue, by his or her action or failure to act, or whose agent, employee, or independent contractor causes a violation to occur, or allows a violation to exist or continue. A Responsible Person shall be liable for the violation of his or her agent, employee, or independent contractor. For the purposes of this Development Code, there may be more than one Responsible Person for a violation.

4. Any Massage Establishment operated, conducted, or maintained contrary to the provisions of this Development Code shall be, and the same is hereby declared to be, unlawful and a public nuisance, and the City may, in addition to or in lieu of prosecuting a criminal action hereunder, commence actions or proceedings for the abatement, removal, and enjoinment

thereof in the manner provided by law and shall take such other steps and apply to such courts as may have jurisdiction to grant such relief as will abate or remove such Massage Establishment and restrain and enjoin any person from operating, conducting or maintaining a Massage Establishment contrary to the provisions of this Development Code.

5. Any violation of any of the provisions of this Development Code shall be subject to punishment for violation in accordance with the penalty provisions set forth in OMC Title 1, Chapter 2 (Penalty Provisions). Punishment for any violation of any of this Development Code's provisions shall be in accordance with the Ontario Municipal Code punishment and fine provisions as set forth in OMC Section 1-2.01 (Punishment for Violation).

5.03.275: Material Recovery Facilities (MRF)

All activities associated with a MRF shall be wholly contained within a fully enclosed building, excepting salvage facilities (such as automobile dismantling and metal salvage/recycling) established in compliance with the requirements of Section 5.03.350 (Salvage Facilities) of this Division, which may be allowed outside with the approval of a Conditional Use Permit.

5.03.280: Marijuana Dispensary

Notwithstanding any other provision of this Development Code, a Marijuana Dispensary, as defined in Division 9.01 (Definitions) of this Development Code, shall be a prohibited use in all zoning districts of the City, as follows:

A. The operation of any marijuana dispensary within the City is hereby declared a public nuisance and shall be abated pursuant to all available remedies. Violations of this Section may be enforced by any applicable law.

B. No person shall deliver marijuana or marijuana-infused products, such as tinctures, baked goods or other consumable products, to any location within the City from a marijuana dispensary, regardless of whether the marijuana dispensary from which the delivery originated is within the City, or engage in any effort to locate, operate, own, lease, supply, allow to be operated, or aid, abet, or assist in the operation of any marijuana dispensary in the City.

C. No person shall deliver marijuana or marijuana-infused products with such delivery originating from any marijuana dispensary located within the City, regardless of whether the delivery destination is within the City.

5.03.285: Mixed-Use Developments

A. **Residential Mixed-Use Projects.** The following standards shall govern the development of residential mixed use projects consisting of single-family and/or multiple-family dwellings constructed in conjunction with a variety of complementary commercial land uses as may be allowed within the base zoning district pursuant to Table 5.02-1 (Land Use Matrix) of this Development Code, including office, retail, public, or entertainment uses, in a fully integrated development project having functional interrelationships and a cohesive physical design:

1. Residential Mixed-Use Developments Subject to the Standards and Guidelines of the Base Zoning District. The site and building(s) of a residential mixed use development project shall be designed and constructed pursuant to, and consistent with, the development standards (e.g., FAR, landscape coverage, lot size, setbacks and separations, etc.) and design guidelines of the base zoning district.

2. Residential Mixed-Use Developments within Commercial Zoning Districts.

a. As allowed within commercial zoning districts pursuant to Table 5.02-1 (Land Use Matrix) of this Development Code, dwellings may be constructed on the upper floors of commercial buildings containing office, retail, public and/or entertainment uses, or behind commercial buildings containing such uses, at or above ground level.

b. To ensure that the residential portion of a mixed use development is no more intense than the commercial development that would otherwise be allowed, the maximum residential density shall be determined based upon an Equivalent Impact Study (EIS) prepared for the project, which assesses the maximum allowed residential density based upon the comparable traffic generation, water usage, and sewerage generation of the maximum allowed commercial floor area.

c. The applicant for a mixed-use development project shall be responsible for all City costs incurred in preparing the EIS.

3. Residential Mixed-Use Developments within Mixed Use Zoning Districts. Residential mixed-use development projects within mixed-use zoning districts shall be developed pursuant to the requirements of Section.6.01.020 (Mixed Use Zoning Districts) of this Development Code and the Policy Plan component of The Ontario Plan.

B. Nonresidential Mixed-Use Projects. The following standards shall govern the development of nonresidential mixed use projects consisting of commercial land uses constructed in conjunction with a variety of complementary light industrial and business park land uses as may be allowed within the base zoning district pursuant to Table 5.02-1 (Land Use Matrix) of this Development Code, in a fully integrated development project having functional interrelationships and a cohesive physical design:

1. Nonresidential Mixed-Use Developments Subject to the Standards and Guidelines of the Base Zoning District. The site and building(s) of a nonresidential mixed use development project shall be designed and constructed pursuant to, and consistent with, the development standards (e.g., FAR, landscape coverage, lot size, setbacks and separations, etc.) and design guidelines of the base zoning district.

2. Nonresidential Mixed-Use Developments within Industrial Zoning Districts.

a. As allowed within industrial zoning districts pursuant to Table 5.02-1 (Land Use Matrix) of this Development Code, commercial land uses may be constructed on the upper floors of industrial buildings, or behind industrial buildings containing such uses, at or above ground level.

b. To ensure that the nonresidential portion of a mixed use development is no more intense than the industrial development that would otherwise be allowed, the maximum residential density shall be determined based upon an Equivalent Impact Study (EIS) prepared for the project, which assesses the maximum allowed residential density based upon the comparable

traffic generation, water usage, and sewerage generation of the maximum allowed industrial floor area.

c. The applicant for a mixed-use development project shall be responsible for all City costs incurred in preparing the EIS.

3. Nonresidential Mixed-Use Developments within Mixed-Use Zoning Districts. Within mixed use zoning districts, nonresidential mixed-use developments shall be developed pursuant to the requirements of Section.6.01.020 (Mixed Use Zoning Districts) of this Development Code and the Policy Plan component of The Ontario Plan.

5.03.290: Mobile Food Services

The following standards shall govern the design and establishment of mobile food services:

A. Mobile food services shall only be allowed in conjunction with a temporary event approved pursuant to Section 4.03.015 (Administrative Use Permits) of this Development Code.

B. All mobile food services shall display a current San Bernardino County Department of Environmental Health Services operating decal and/or permit, and inspection letter grade.

C. Mobile food service wastewater shall not be discharged to the ground or to a storm drain.

D. Restroom facilities for mobile food service employees, which shall include facilities for washing hands, shall be provided.

5.03.295: Mobilehome Parks

The following standards shall govern the design and establishment of mobilehome parks:

A. **Allowed within the MHP Zoning District.** Mobilehome parks shall only be established within the MHP zoning district.

B. **Site Development Standards.**

1. Project Area. The minimum project area shall be 3.0 acres.

2. Density. The maximum residential density shall not exceed 11.0 dwelling units/acre.

3. Common Open Space and Recreation Areas. A minimum of 300 SF of common recreational open space per mobilehome pad shall be provided. Common recreation amenities shall be provided pursuant to the minimum requirements prescribed for multiple-family developments in Subparagraphs 6.01.010.E.2.c (Active Open Space Area) and d (Passive Open Space Area) of this Development Code.

4. Project Entries. The mobilehome park entrance shall be delineated with enhanced paving treatment (e.g., color pigmented concrete, interlocking pavers, and stamped concrete) and intensified landscaping, including elements such as specimen-sized trees, decorative low garden walls, raised planters, and alluvial rockscapes.

5. Walls and Fences.

a. Decorative walls, fences, and gates shall be provided along the project perimeter.

b. All private open space areas shall be delineated by a decorative fence or wall.

c. All walls and fences shall be designed, constructed, and maintained pursuant to Division 6.02 (Walls, Fences and Obstructions) of this Development Code.

6. Off-Street Parking. Off-street parking facilities shall be provided pursuant to Division 6.03 (Off-Street Parking and Loading) of this Development Code.

7. Landscaping. Landscaped areas shall be designed, installed, and maintained pursuant to Division 6.05 (Landscaping) of this Development Code.

8. Signs. All signs shall be designed, installed, and maintained consistent with the provisions of Division 8.1 (Sign Regulations) of this Development Code.

C. Building Development Standards.

1. Minimum Building Separations. Minimum building and structure separations shall be maintained pursuant to Table 5.03-4 (Minimum Mobilehome Building Separation Requirements), below.

Table 5.03-3: Minimum Mobilehome Building Separation Requirements

Setback Area	*Minimum Yard Dimension***
Side to side:	20 FT
End to side:	15 FT
End to end:	10 FT
Front to front (across access drive):	36 FT
Mobilehome to any other building, excepting detached garage or accessory structure:	15 FT
Mobilehome to detached garage or accessory structure:	5 FT

Note:

** *For the purpose of determining minimum separation requirements, awnings, overhangs, enclosed porches, and similar structures shall be deemed a part of the mobilehome unit and shall not be allowed to encroach into a required yard area.*

D. Mobilehome Exterior Design and Finishes. The exterior of mobilehomes shall resemble conventionally built single-family homes to the fullest extent feasible. To this end, each mobilehome shall incorporate the following design features:

1. Skirting or Supporting Pad Required. The tongue or hitch each mobilehome shall be removed or suitably screened, and each mobilehome shall be equipped with skirting to screen all foundation jacks and other supporting structure, or a supporting pad shall be provided that is designed to give the appearance that the mobilehome is placed on-grade.

2. Roof Overhang. A minimum roof overhang of one FT shall be provided.

3. Roof Material. Roof material shall consist of wood shingle or shakes, architectural grade asphalt shingles, or concrete or clay tiles.

4. Exterior Wall Finishes. Exterior wall finishes shall include wood, stucco, masonry, natural stone, or other suitable materials as determined by the Planning Director. All exterior wall finishes and skirting required pursuant to Paragraph D.1 (Skirting or Supporting Pad Required), above, shall extend to the ground, except when a solid concrete or masonry perimeter foundation is used, in which case, the exterior material shall extend below the top of the foundation.

E. **Utilities.** All on-site utilities to individual mobilehomes shall be located underground.

5.03.300: Mobile Washing and Detailing Services

The following standards shall govern the establishment of mobile washing and detailing services:

A. All mobile washing and detailing services shall be licensed to a fixed location within the City.

B. A mobile washing and detailing service may be licensed as a home occupation, provided no washing or detailing of vehicles is performed on the premises, excepting personal vehicles of the home occupant.

C. Mobile car washing and detailing shall be considered an incidental use related to the permitted principal land use in any zoning district upon which the activity takes place. A city business license and any applicable permits related to wastewater or environmental protection must be obtained. The following operational requirements shall apply to all mobile car washing and detailing uses:

1. Operators are prohibited from engaging in washing the exterior of a vehicle at the following locations:

a. On any public street or public right-of-way;

b. On any vacant unimproved lot; and

c. On any landscaped area of a lot.

2. Mobile car washing and detailing businesses operating in nonresidential zoning districts shall not operate within 300 FT of a boundary of a residential zoning district and/or residential structure, excepting residential structures within mixed-use zoning districts.

3. Hours of operation in residential zoning districts shall be limited to Monday through Saturday, 8:00 a.m. to 7:00 p.m., and Sunday, 9:00 a.m. to 6:00 p.m. Hours of operation in nonresidential zoning districts shall be limited to Monday through Sunday, 8:00 a.m. to 7:00 p.m.

4. In nonresidential zoning districts, mobile car washing and detailing businesses shall not operate at the same location and/or at the same property for more than 5 hours during the permitted hours of operation (as identified above).

5. In nonresidential zoning districts, mobile car washing and detailing businesses shall not service more than 20 vehicles per location per week.

6. Operators shall maintain noise levels below the levels provided in Title 5 (Chapter 29: Noise) of the Municipal Code.

7. The operator of a mobile car washing and detailing business shall obtain and have evidence of the authorization of the property owner (or the property owner's authorized representative) to operate prior to commencement of operations and throughout the duration of the activities.

8. At all times, operators shall either contain wastewater for disposal off site or divert wastewater to a sanitary sewer on site to the satisfaction of the City Engineer.

5.03.305: Motor Vehicle Dealers

The following standards shall govern the establishment and operation of new or used motor vehicle dealers, including automobiles, light trucks and vans (rated at one ton or less), and recreational vehicles, motorcycles, watercraft, all-terrain vehicles, and other similar motor vehicles:

A. Motor vehicle servicing, repair, and maintenance activities shall be performed within a wholly enclosed building. Service bay doors shall be located so as not to be visible from any public or private street, or office, retail sales and off-street parking facilities on adjoining lots.

B. There shall be no outside storage of inoperable motor vehicles or motor vehicle parts.

C. Prior to the issuance of a business license by the City, a site plan shall be submitted to the Planning Department for review and approval, which demonstrates compliance with the following:

1. Motor vehicle display areas shall meet the minimum parking setback requirements of the zoning district in which the use is located, and the design standards for off-street parking facilities contained in Division 6.03 (Off-Street Parking and Loading) of this Development Code. Setback areas shall be fully landscaped and provided with an automatic irrigation system.

2. A vehicle loading and unloading area shall be provided for each vehicle sales facility. The loading area shall be clearly demarcated by signs and pavement markings. The loading area shall not encroach into required parking areas or block fire access lanes, and shall occur on-site, at a location approved by the Fire Department. On-street vehicle loading and unloading shall be prohibited.

D. Automobile dealers providing vehicle service and repair shall provide a minimum of 6 queuing (waiting) spaces for service write-ups, which shall not encroach into required parking or loading spaces.

E. The retail sales of motor vehicles from a residentially zoned property shall be prohibited as a Home Occupation.

F. Motor vehicle sales on any property with shared parking facilities shall only be permitted if all vehicle sales, display, and storage areas are located within a fully enclosed building.

G. Motor vehicle sales as a temporary sales event shall only be permitted pursuant to the requirements for "temporary and interim uses" contained in this Division. The motor vehicle retailer shall be licensed to a fixed motor vehicle sales location in the City.

5.03.310: Motor Vehicle Storage Facilities

The following standards shall govern the establishment and operation of motor vehicle storage facilities:

A. For the purposes of administration and enforcement of this Section:

1. Any motor vehicle maintained on a property for 72 or more consecutive hours shall be deemed to be "stored."

2. Motor vehicle storage shall include the keeping of automobiles, trucks, vans, recreational vehicles and watercraft, motorcycles, trailers, forklifts, and any inoperative vehicle, regardless of vehicle type.

B. The indoor storage of motor vehicles shall comply with all applicable requirements of the fire and building codes.

C. All vehicles stored outdoors shall be screened from public view by a minimum 8-FT high decorative masonry block wall.

D. All vehicles stored outdoors shall comply with all requirements of the base zoning district, which are applicable to the design and use of outdoor storage areas.

5.03.315: Personal Fitness Trainer

Within the IP, IL, and IH zoning districts, a personal fitness trainer shall only be allowed to establish in conjunction with fitness and recreational sports centers (NAICS 713940).

5.03.320: Personal Property Donation Bins

A. Welfare and Institutions Code Division 1, Chapter 2 (commencing with Section 150) allows a city, county, or city and county to impose requirements on the solicitation and sale of salvageable personal property within its jurisdiction.

B. The following regulations shall govern the establishment and operation of salvageable personal property collection boxes/bins within the City:

1. The provisions of Welfare and Institutions Code Division 1, Chapter 1.8 (commencing with Section 148) and Chapter 2 (commencing with Section 150), which governs the acquisition and disposition of salvageable personal property for charitable purposes, and unattended collection bins, respectively, shall be complied with.

2. Salvageable personal property collection bins may only be established in conjunction with a host business, subject to Conditional Use Permit approval pursuant to Section 4.02.015 (Conditional Use Permits) of this Development Code.

3. Collection bins shall be constructed and maintained with durable, waterproof, and rustproof material, and shall be fully enclosed.

4. Collection bins shall be clearly marked to identify the type of materials that may be deposited.

5. Collection bins shall be swept and maintained in a in a clean, litter-free condition, on a daily basis.

6. Collection bins shall be setback a minimum of 30 FT from any arterial street property line, and 20 FT from any collector or local public street property line, and shall not obstruct pedestrian or vehicular circulation.

7. The occupation of parking spaces by salvageable personal property collection bins shall not reduce available parking spaces below the minimum required for the host business pursuant to Division 6.03 (Off-Street Parking and Loading) of this Development Code.

8. Collection bins shall not encroach upon any existing landscaped areas, unless replaced elsewhere on the site.

9. Additional landscaped areas and architectural elements, such as vertical and horizontal decorative trellises, seat walls, and raised planters, may be required by the Approving Authority to screen collection bins.

5.03.325: Pharmaceutical and Medicine Manufacturing

Within the BP and IP zoning districts, the development of new pharmaceutical and medicine manufacturing shall be limited to small-scale (GFA of less than 45,000 SF for single-tenant buildings and 60,000 SF for multiple-tenant buildings) facilities.

5.03.330: Pharmacies and Drug Stores

Drive-thru facilities in conjunction with pharmacies and drug stores shall be permitted subject to the provisions of Section 5.03.165 (Drive-Thru Facilities) of this Division.

5.03.335: Plastics Product Manufacturing

Within the IP zoning district, the development of new plastics product manufacturing shall be limited to small-scale (GFA of less than 45,000 SF for single-tenant buildings and 60,000 SF for multiple-tenant buildings) facilities.

5.03.340: Recycling Facilities

The purpose of this Section is to implement the California Beverage Container Recycling and Litter Reduction Act (PRC Section 14500, et seq.). The following standards shall govern the establishment and operation of recyclable container collection facilities:

A. **Reverse Vending Machines.** Reverse vending machines may be established in conjunction with a host business for the collection of post-consumer beverage containers pursuant to the California Beverage Container Recycling and Litter Reduction Act, and shall comply with the following:

1. Reverse vending machines shall be established pursuant to the requirements of this Development Code, and the building and fire codes of the City.

2. Reverse vending machines shall be located within 30 FT of the entrance of the host business and shall not obstruct pedestrian or vehicular circulation.

3. Reverse vending machines shall be constructed and maintained with durable waterproof and rustproof materials and shall be covered.

4. Reverse vending machines shall be clearly marked to identify the type of material to be deposited, operating instructions, and the identity and telephone number of the operator or manager if the facilities become inoperable.

5. Reverse vending machines shall be limited to 3 machines for each host business.

6. Reverse vending machines shall occupy a maximum of 50 SF per installation, including any protective enclosure, and shall not exceed 9 FT in height.

7. Reverse vending machines shall not occupy parking spaces required for the host business pursuant to Division 6.03 (Off-Street Parking and Loading) of this Development Code, nor shall it encroach upon any landscaped area.

8. Reverse vending machines shall be maintained in a clean, litter-free condition.

9. The operating hours of reverse vending machines shall be the same as the host business.

10. Reverse vending machines shall be illuminated to ensure comfortable and safe operation if open between dusk and dawn.

B. **Small Collection Facilities.** Small collection facilities may be established in conjunction with a host business for the collection of post-consumer beverage containers pursuant to the California Beverage Container Recycling and Litter Reduction Act, and shall comply with following:

1. Small collection facilities shall occupy a maximum area of 500 SF and shall be established in conjunction with a host business at a fixed location within the City, which complies with this Development Code, and the building and fire codes of the City.

2. Small collection facilities shall be constructed and maintained with durable, waterproof and rustproof material, with fully enclosed materials storage containers.

3. Small collection facilities shall be clearly marked to identify the type of recyclables that may be deposited.

4. The name and telephone number of the owner or manager, and the hours of operation of small collection facilities shall be conspicuously posted.

5. Small collection facility sites shall be swept and maintained in a in a clean, litter-free condition on a daily basis.

6. Small collection facilities shall be setback a minimum of 20 FT from any public street right-of-way and shall not obstruct pedestrian or vehicular circulation.

7. Small collection facilities shall not operate power-driven sorting or consolidating equipment, such as crushers, shredders, balers, or other mechanized equipment.

8. Use of the facility for deposit of solid waste or hazardous waste is prohibited.

9. The operating hours of small collection facilities with attendants shall be the same as the host business, except that facilities located within 100 FT of property zoned for, or occupied by, residential land uses shall only be operated between the hours of 9:00 AM and 7:00 PM.

10. Small collection facilities without attendants shall be located at least 30 FT from any property zoned for, or occupied by, residential land uses, unless the facility is located within an established service area/corridor and, for sound attenuation purposes, a minimum 6-FT high masonry block wall has been constructed between the small collection facility and the residential land use(s).

11. Mobile recycling facilities shall have an area clearly marked to prohibit other vehicular parking during the hours when the mobile unit is scheduled to be present.

12. The occupation of parking spaces by a small collection facility and any attendant shall not reduce available parking spaces below the minimum required for the host business pursuant to Division 6.03 (Off-Street Parking and Loading) of this Development Code, unless the facility is located within one-half mile of a supermarket. A reduction in required parking spaces may be allowed to accommodate a small collection facility pursuant to Table 5.03-5 (Small Collection Facility Maximum Parking Reduction), below.

Table 5.03-4: Small Collection Facility Maximum Parking Reduction

Required Number of Parking Spaces	Parking Space Reduction
0 to 25 spaces:	0 spaces
26 to 35 spaces:	2 spaces
36 to 49 spaces:	3 spaces
50 to 99 spaces:	4 spaces
100 or more spaces:	5 spaces

13. Small collection facilities shall not encroach upon any existing landscaped areas, unless replaced elsewhere on the site. Furthermore, additional landscaped areas and architectural elements, such as vertical and horizontal decorative trellises, seat walls, and raised planters, may be required to screen collection containers.

C. Large Collection Facilities. Large collection facilities may be established for the collection of post-consumer beverage containers pursuant to the California Beverage Container Recycling and Litter Reduction Act, and shall comply with following:

1. Large collection facilities shall occupy an area of more than 500 SF and shall not be appurtenant to a host use.

2. Large collection facilities shall not be located within 500 FT of property zoned, planned or occupied for residential land uses.

3. All processing activities shall be within a fully enclosed building.

4. Large collection facilities shall be screened from public view by buildings or decorative masonry block walls, which are of sufficient height to completely screen all loading, processing, and storage activities/facilities. All gates shall be view obstructing.

5. All materials stored outside shall be maintained within fully enclosed containers that are secured and maintained in good condition. Storage containers for flammable materials shall be constructed of nonflammable materials. Oil storage shall be in containers approved by the Ontario Fire Department.

6. Large collection facilities shall be swept and maintained in a in a clean, litter-free condition on a daily basis, and shall be secured from unauthorized entry and removal of materials when unattended.

7. Large collection facilities shall provide adequate area on-site to accommodate a minimum of 6 vehicles, or the anticipated peak customer volume, whichever is higher, to circulate and deposit recyclable materials.

8. Containers provided for after-hours donation shall be located at least 50 FT from any property zoned, planned or occupied for residential use. Containers shall be of sturdy, rustproof construction, have sufficient capacity to accommodate materials collected, and be secured from unauthorized entry or removal of material. Containers shall be located at least 10 FT from any building.

9. Donation containers shall be clearly marked to identify the type of material that may be deposited. Notices shall be conspicuously posted stating that no material shall be left outside of donation containers.

10. The name and telephone number of the owner or manager, and the hours of operation of large collection facilities shall be conspicuously posted.

11. Large collection facilities may operate power-driven processing equipment, including aluminum foil and can compacting, baling, shredding, or other similar light processing activities necessary for efficient temporary storage and shipment of materials, as may be approved by the Planning Director.

12. The business owner and the property owner, if different from the business owner, shall cause the removal of all recyclable materials that have accumulated, or are deposited, on the site, on a regular basis, but no less than annually. Upon failure to remove the recyclable materials, the City may deem the land use and the property thereon to be abandoned and may enter the property for the purpose of removing the recyclable materials. The business owner and the property owner, if different from the business owner, shall be responsible for payment to the City, all costs borne by the City related to the enforcement of this Paragraph.

D. Processing Facilities. Processing facilities may be established for the recycling of post-consumer beverage containers pursuant to the California Beverage Container Recycling and Litter Reduction Act, which are purchased from recycling centers located within the state of California. Processing facilities are not intended for the acceptance of donated or purchased post-consumer food and beverage containers from the general public. Processing facilities shall comply with following:

1. A processing facility shall not accept donated post-consumer food and beverage containers, nor shall it purchase such materials, from the public; however, a processing facility shall not be precluded from operating on the same site with, or in conjunction with, a collection facility, provided each activity is located within the correct zoning district pursuant to Table 5.02-1 (Land Use Matrix) of this Development Code.

2. Processing facilities shall not be located within 500 FT of any property zoned or planned for, or occupied by, residential land uses.

3. All processing activities, including collection, processing, and storage, shall be conducted within a fully enclosed building.

4. Processing facilities shall be screened from public view by buildings or decorative masonry block walls, which are of sufficient height to completely screen all loading, processing, and storage activities/facilities. All gates shall be view obstructing.

5. Processing facilities may operate power-driven processing equipment for the purpose of baling, briquetting, crushing, compacting, grinding, shredding, sorting, or other similar processing activities. Processing facilities shall not shred, compact, or bale ferrous metals, excepting food and beverage containers.

6. Processing facilities shall be maintained in a in a clean, litter-free condition on a daily basis, and shall be secured from unauthorized entry and removal of materials when unattended.

7. A processing facility owner and the property owner, if different from the business owner, shall cause the removal of all recyclable materials that have accumulated, or are deposited, on the site, on a daily basis. Upon failure to remove the recyclable materials, the City may deem the land use and the property thereon to be abandoned and may enter the property for the purpose of removing the recyclable materials. The facility owner, and the property owner, if different from the business owner, shall be responsible for payment to the City, all costs borne by the City related to the enforcement of this Paragraph.

5.03.345: Residential Care Facilities, Other—6 or Fewer Persons

"Other residential care facilities" for 6 or fewer persons may only be established in conjunction with a single-family dwelling.

5.03.350: Salvage Facilities

The following standards shall govern the establishment and operation of salvage facilities for the purpose of reclaiming recyclable equipment, materials, and parts, from home appliances, commercial and industrial machinery, motor vehicles, and other similar recyclable items acceptable to the Approving Authority:

A. Salvage facilities shall be located a minimum of 300 FT from any residentially zoned lot.

B. Loading and processing activities, and stored vehicles, materials, and equipment, shall be completely screened from public view and view from adjoining lots, by buildings and/or decorative masonry block walls with view-obstructing gates.

C. Loading, processing, and storage activities shall not be conducted within a required setback area.

D. All setbacks from a street property line shall be fully landscaped and permanently maintained, excepting those areas necessary for pedestrian or vehicular access.

E. All sorting, compaction, shredding, grinding, crushing, and other similar processing activities, shall be conducted within a completely enclosed structure designed to minimize noise and dust generated by the activities.

F. All existing salvage facilities, regardless of the zoning district in which they are located, shall conform with the requirements of this Section within one-year following notification by the Planning Director of the pending amortization of the use. The Planning Commission may abrogate the requirements of this Subsection because unusual circumstances exist with regard to the site or its location, which makes full compliance with the requirements of this Section impracticable.

5.03.355: Self-Storage Facilities

A self-storage facility may exceed the maximum FAR of the zoning district in which it is located, provided that the facility, at its proposed maximum buildout, has been proven to be no more intense than other permitted land uses in the same general vicinity and the same zoning district. To this end, an Equivalent Impact Study (EIS) shall be prepared for the proposed self-storage

facility, which shall determine its maximum allowed gross floor area based upon the comparable traffic generation of other existing permitted land uses in the same general vicinity and the same zoning district, constructed at the maximum allowed FAR of the zoning district.

5.03.360: Senior Citizen Housing Developments

A. Purposes. The purpose of this Section is to establish minimum standards, regulations and incentives for the development of senior citizen housing, and low income senior citizen housing within the City's commercial zoning districts, in a manner that is consistent with the Policy Plan component of The Ontario Plan, this Development Code, and State Density Bonus Law (GC Section 65915).

B. Applicability. Senior Citizen Housing Developments shall be allowed on property located pursuant to Table 5.02-1 (Land Use Matrix) of this Development Code.

C. Definitions. For purposes of this Section, the words or phrases listed below, in correct alphabetical order, shall have the meanings thereafter specified:

1. Affordable Housing Cost for Owner Occupied Low Income Household. The affordable housing costs as defined in HSC Section 50052.5, exclusive of subdivision (a).

2. Affordable Housing Cost for Owner Renter Occupied Low Income Household. The affordable housing costs as defined in HSC Section 50053, exclusive of subdivision (a).

3. Affordable Housing Cost for Owner Occupied Very Low Income Household. The affordable housing costs as defined in HSC Section 50052.5, exclusive of subdivision (a).

4. Affordable Housing Cost for Owner Renter Occupied Very Low Income Household. The affordable housing costs as defined in HSC Section 50053, exclusive of subdivision (a).

5. Density Bonus Waivers and Modifications. Those waivers and modifications of City development standards granted by City to Owner of a senior citizen housing development defined as conditions affecting the physical location or type of construction of the senior citizen housing development structure and do not include use restrictions, procedural requirements, and fees as more particularly described in GC Section 65915(o)(1).

6. Low Income Households (Lower Income Households). Households, as defined in HSC Section 50079.5, paying Affordable Housing Costs or Affordable Rents for a Senior Citizen Housing unit.

7. Very Low Income Households. Households, as defined in HSC Section 50105 paying Affordable Housing Costs or Affordable Rents for a Senior Citizen Housing unit.

D. Base Density. Within residential zoning districts, the base density for a Senior Citizen Housing Development shall be pursuant to the development standards of the respective zoning district. Within nonresidential zoning districts, the base density for a Senior Citizen Housing Development shall be as follows:

Base Density *(in DU/Acre)*	**Districts**			
	CN	**CC**	**MU-1**	**MU-6**
	25	25	25	25

E. Density Bonus.

1. In addition to the base density provided by Subsection D, above, senior citizen housing developments within residential zoning districts shall be eligible for a density bonus as provided in State density bonus law, as prescribed in Subsection 6.01.010.G (Density Bonus and Other Incentives) of this Development Code. Nonresidential zoning districts shall be eligible for a density bonus as provided in State density bonus law, as follows:

Density Bonus *(in percentage/units)*	**Districts**			
	CN	**CC**	**MU-1**	**MU-6**
	20%	20%	20%	20%

2. For senior citizen housing developments using the density bonus provisions of State density bonus law, a density bonus regulatory agreement securing the use of the senior citizen housing development by qualified senior citizens shall also be required. The density bonus regulatory agreement shall be recorded against the property and shall be in a form acceptable to the City Attorney.

3. The density bonus provisions shall apply to senior citizen housing developments consisting of 5 or more dwelling units, exclusive of a caretaker's unit. All density calculations resulting in fractional units shall be rounded up to the next whole number.

4. Pursuant to State density bonus law, applicants for senior citizen housing developments may request certain waivers and modifications of the City's development standards. For purposes of considering such requests for waivers and modifications of development standards, the "development standards" shall be defined as conditions affecting the physical location or type of construction of the senior citizen housing project, and do not include use restrictions, procedural requirements, and fees as more particularly described in GC Section 65915(o)(1).

5. Use of the senior citizen housing development for use by senior citizen households shall be secured via use of covenants and/or agreements recorded against the property in a form acceptable to the City Attorney.

F. Affordability Bonus for Senior Citizen Housing Developments.

1. In addition to the base density provided by Subsection D and the density bonus authorized by Subsection E of this Section, senior citizen housing developments shall be eligible for an additional density bonus of 10% above the total number of units that can be constructed (base density plus density bonus) whenever an applicant makes at least 50% of the additional units affordable (affordable rental units or affordable for-sale housing) to very low and/or low income senior citizen households. In example, a senior citizen housing development that is entitled to construct 100 units, may construct 10 additional units when it makes 5 of those units available to very low and/or low income senior citizen households.

2. All density calculations resulting in fractional units shall be rounded up to the next whole number, including the determination of affordable units. Use of the affordability bonus provided in this Section shall be subject to the senior citizen housing development meeting the development standards contained in this Section.

3. Affordability of the units for very low and/or low income senior citizen households shall be secured via use of covenants and/or agreements for a minimum term of 45 years for ownership units and 55 years for rental units. The affordability covenants/agreement shall be in a form acceptable to the City Attorney.

G. Senior Citizen Housing Locational Criteria. A request for Conditional Use Permit approval of a senior citizen housing development shall be reviewed pursuant to the extent to which the senior citizen housing development substantially complies with each of the following locational criteria:

1. Transit Amenities. The site is within one-quarter mile of a transit station, rail station, commuter rail station or bus station, or bus stop with service at least every 30 minutes during the hours of 7:00 AM to 9:00 AM, and 4:00 PM to 6:00 PM.

2. Parks and Open Space. The site is within one-quarter mile of a public park (not including school grounds, unless there is a bona fide, formal joint use agreement between the City and the school district providing availability to the general public of the school grounds and/or facilities) or a community center, senior citizen center, or other facility offering daily services specifically designed for senior citizens, which is open to the general public.

3. Library. The project site is within one-quarter mile of a public library, or senior or community center, which contains a library.

4. Daily Shopping Opportunities. The project site is within one-quarter mile of a grocery store/supermarket where staples, fresh meat, and fresh produce are sold.

5. Medical Facilities. The project site is within one mile of a medical clinic or hospital (not merely a private doctor's office).

6. Pharmacy. The project site is within one mile of a pharmacy or supermarket containing an interior pharmacy.

H. Senior Citizen Housing Development Amenities. A request for Conditional Use Permit approval of senior citizen housing development shall be reviewed pursuant to the extent to which the senior citizen housing development substantially complies with one or more of the following development amenities:

1. High speed internet service is provided in each unit (free of charge to the tenants) or within a group activity room within the senior citizen housing development.

2. The senior citizen housing development will provide a bona fide service coordinator available on the premises to assist with activities of daily living, or provision of counseling services, social event planning, and/or concierge service.

3. The Senior Citizen Housing Development will provide exercise facilities on the premises.

I. Senior Citizen Dwelling Unit Standards. Notwithstanding any other provision of this Section, the minimum floor area for each residential unit for senior citizen use shall be as follows:

1. Bachelor or studio-type dwelling units: Four hundred fifty (450) SF;

2. One-bedroom dwelling units: Five hundred fifty (550) SF; and

3. Two-bedroom dwelling units: Six hundred fifty (650) SF.

J. Senior Citizen Development Parking Standards. Notwithstanding any other provision of this Development Code, the number of parking spaces required to be provided for senior citizen housing developments may be as low as 0.25 spaces per rental dwelling unit and as high as 1.0 space per for-sale dwelling unit. The actual ratio shall be determined at the time of project approval for the use and shall be based upon a parking demand study to be prepared by a qualified traffic consultant or engineer. Ten percent of the parking spaces provided shall be designated as parking for the physically impaired ("handicapped parking spaces"). In determining the number of parking spaces required, the following factors, as well as any other relevant factors, shall be considered:

1. The number of employees required by the use, whether such employees will reside on the premises, and hours during which any nonresident employees will be employed;

2. The availability of public transportation;

3. Whether residents of the use will be eligible for government rent subsidies;

4. The degree to which on-site provision of services and facilities will affect the need of residents to leave the site; and

5. The proximity of facilities and services to the site. Where appropriate, employee parking on the site shall be separately identified and shall be available only to employees.

6. Other Development Standards. Except as provided by this Section, additional development standards for senior citizen housing developments shall be those applicable to residential uses in such underlying zoning districts.

5.03.363: Short Term Rentals

A. Definitions. As used in this Section, the words or phrases listed below shall have the meanings thereafter specified:

1. Booking transaction. Any reservation or payment service provided by a person who facilitates a short-term rental, home sharing, or similar transaction between a prospective guest and a host.

2. Director. The finance director of the City of Ontario.

3. Dwelling unit. A structure or portion thereof which is used for human habitation.

4. Guest. A person who rents a short-term rental for a period of less than 30 days.

5. Group. A single guest or any number of guests who are occupying a short-term rental on a single rental agreement.

6. Host. A person engaged in providing short-term rental at their primary residence.

7. Hosted stay. Short-term rental activity whereby the host remains on the site of his or her primary residence throughout the duration of the guest's stay, expect during daytime and/or work hours.

8. Hosting platform. A marketplace in whatever form or format which facilitates the short-term rental activity, through advertising, match-making, or any other means, using any medium of facilitation, and from which the operator of the hosting platform derives revenues, including booking fees or advertising revenues, from providing or maintaining the marketplace.

9. Primary residence. The dwelling unit used as the permanent residence or usual place of return for housing by the host. A person may have only one primary residence.

10. Short-term rental. A dwelling unit, or any portion thereof, that is rented by the host to another party for a period of not more than 30 consecutive days in exchange for any form of monetary or non-monetary consideration, including trade, fee, swap or any other consideration in lieu of cash payment. Hosted stays, Un-hosted stays, and vacation rentals are types of short-term rental.

11. Transient occupancy tax or "TOT". The tax imposed on occupancies of 30 consecutive calendar days or less under Chapter 6 of Title 3 of the Ontario Municipal Code.

12. Un-hosted stay. A short-term rental activity whereby the host remains off the site of his or her primary residence-site for some or all of the duration of the guest's stay.

13. Vacation rental. A dwelling unit that is not a primary residence, and which is available for temporary lodging, for compensation or any form of consideration. The term "vacation rental" shall not include: single-room occupancy buildings, bed and breakfast inns, hotels, a dwelling unit for which a tenant has a month-to-month rental agreement and the rental payments are made on a monthly basis, or corporate housing.

B. **Permit required for authorized short-term rental.** No person, either for themselves or any other person, shall cause, allow, conduct, permit, maintain, or facilitate short-term rental at any dwelling unit within the city without first obtaining a short-term rental permit pursuant to this chapter, and complying with all other applicable provisions of this code. A short-term rental permit shall only be issued to authorize hosted stays and un-hosted stays. Vacation rentals are prohibited.

C. **Permit application.** To apply for a short-term rental permit, a person seeking to become a host must file an application with the City, accompanied by a nonrefundable processing fee in an amount established by resolution of the city council. The application shall be in a form prescribed by the City and shall contain, at a minimum, the following:

1. The legal name, current address and telephone number of the applicant;

2. Address of the short-term rental property, and if applicable, location telephone number;

3. An index of all residents of the property with name and date of birth, juveniles may be listed by title and age only;

4. A diagram of the property indicating areas intended for use as short-term rental;

5. Documentation indicating the number of bedrooms within the dwelling unit, such as a record from the County Assessor's Office;

6. A parking plan indicating sufficient lawful parking on the property for all vehicles belonging to residents and one additional space for each bedroom of the house to be used for short-term rental;

7. Evidence that the applicant has applied for and is in the process of obtaining a business license pursuant to Chapter 1 of Title 3 of the Ontario Municipal Code;

8. A home occupation permit pursuant to Section 5.03.240 of the Ontario Development Code is not required;

9. Emergency contact information for 24-hour response within 30 minutes;

10. Certification by the applicant that the information contained in the application is true to his or her knowledge and belief;

11. Documentation establishing that the dwelling unit proposed to be used as a short-term rental is the host's primary residence. Such documentation shall include at least two of the following and be in the name of the host: Motor vehicle registration, driver's license, voter registration, or tax documents showing the residential unit as the residence of the host;

12. Two passport size photographs of the applicant; and

13. Any other information required by regulations promulgated pursuant to this chapter or deemed necessary by the director.

D. **Application investigation and criteria for approval or denial or permit.** Upon receipt of a completed application, the City, shall cause an investigation of the applicant and the application as submitted. The investigation shall be completed in a timely manner as follows and the applicant shall be notified of the result in writing in a timely manner:

1. The applicant shall be required to pay the established fees for such service in addition to the permit fee.

2. Inspection of the property by city staff shall be scheduled within 30 days of application. Annual inspections will be required upon renewal of a short-term rental permit.

3. If, as a result of this investigation, the applicant is found to satisfy all of the requirements of Section 5.03.063.D., and no grounds for denial exist, the application shall be approved, and a short-term rental permit shall be issued to the applicant. The permit shall contain the name, address of the permittee, a description of the short-term rental to be offered, the date of issuance and term of the permit, photograph of the permittee, and the signature of the Planning Director or his or her designee.

4. A short-term rental permit application may be denied for any of the following reasons:

a. Information contained in the application, or supplemental information requested from the applicant, is false or misleading in any material detail;

b. The applicant failed to provide a complete application, after having been notified of the requirement to produce additional information or documents;

c. The applicant is delinquent in payment of any city or county taxes, fines, or penalties in relation to short-term rental;

d. The applicant has previously held a short-term rental permit which was revoked by the city during the year prior to the application;

e. The applicant has failed to pay any previous administrative fines, remediate any other violations, and/or complete any other alternative disposition associated with a previous violation of this chapter; or

f. The applicant has failed to demonstrate an ability to conform to the operating standards set forth in Section 5.03.363.1.

If the permit application is denied, written notice of such denial and the reasons therefore shall be provided to the applicant.

E. **Permit expiration and renewal.** A short-term rental permit shall be valid for 12 months from the date of issuance and shall expire and become null and void on the first anniversary date of its issuance. A person may apply for a permit renewal on a form provided by the city prior to the expiration of his or her active short-term rental permit and upon successfully completing an inspection by city staff. The applicant shall be required to pay the administrative fee for the permit renewal fee in the amount established by city council resolution at the time the renewal application is filed. In addition, the applicant shall renew their business license. Failure of the applicant to submit a complete application prior to the expiration date of the existing short-term rental permit shall be a basis for denial of the renewal.

F. **Permit revocation.** Two (2) violations of any provision of this chapter or this code within one year by any applicant, occupant, responsible person, local contact person, owner, or owner's authorized agent or representative, with respect to any one residential dwelling shall result in an immediate suspension of the short-term vacation rental permit. A revocation under this section may be appealed in accordance with the procedure set forth in Section 5.03.363(G), below.

G. **Appeals.** Any person whose short-term rental permit is denied or revoked may file an appeal of the decision in writing with the city clerk within 15 days following the date of the director's decision stating the grounds for said appeal. The appellant shall pay a non-refundable fee in an amount established by resolution of the city council for such appeal. The city clerk shall schedule an appeal hearing with the city manager or his or her designee within 15 days of an appeal being filed. The decision of the city manager or the designee shall be final.

H. Permits nontransferable. A short-term rental permit granted pursuant to this chapter shall not be transferable to another person, parcel number, or to another property owner. Said permit shall not run with the land or property to which it applies.

I. Operating requirements. Short-term rental hosts shall comply with the following requirements:

1. The host shall be:

a. The property owner or the spouse, parent, or adult child of the property owner.

b. A tenant of the property who has occupied the property as his or her primary residence prior to making application for a short-term rental permit and who has submitted written authorization from the property owner to operate short-term rental at the residence.

2. The dwelling unit shall be the primary residence of the host.

3. The dwelling unit must be located within the following zones: AR-2, RE-2, RE-4, LDR-5, MDR-11, MDR-18, MDR-25, HDR-45, LUA-3, MU-2, MU-1, MU-3, MU-6, MU-8B, MU-8C, MU-8D and MU-8E, including residential and mixed-use zoning districts within specific plan and planned unit development areas. Dwelling units are not permitted to be used as short-term rentals in any other zones.

4. All advertising for the dwelling unit as a short-term rental that is displayed on a hosting platform or other media shall display the number of the current and valid permit as issued by the city, a street-view photo of the front of the house and the maximum number of guests based on the occupancy limit set forth in subsection 1.5.

5. The dwelling unit's occupancy, including the host, other residents of the dwelling unit, and guests, during a short-term rental shall not exceed two times the number of bedrooms of the dwelling unit.

6. The short-term rental permit shall be conspicuously displayed in each area of the dwelling unit available for occupancy.

7. Any accessory dwelling unit subject to a covenant that specifically prohibits rentals of 30 days or less may not be used as a short-term rental.

8. A single dwelling unit shall be limited to two groups of any number concurrently or two concurrent booking transactions.

9. The short-term rental shall comply with all applicable provisions of this Code and State law.

10. Conditions that cause a public nuisance, as defined by this code or state law, are prohibited at the dwelling unit during a short-term rental.

11. Un-hosted stays shall be limited to a total of 90 days within a calendar year at the same dwelling unit. Hosted stays shall not be limited.

12. Excessive traffic to and from the short-term rental that significantly impairs the quiet enjoyment of neighboring properties is prohibited.

13. Excessive noise that significantly impairs the quiet enjoyment of neighboring properties is prohibited. The amplification of sound by any device outside the short-term rental is prohibited. Quiet hours during which noise must be restricted to the interior of the short-term rental shall be between 10:00 p.m. and 7:00 a.m. the following morning.

14. The obstruction of any public right-of-way, road, street, highway, or private road by occupants of the unit is prohibited.

15. No event, including a conference, wedding, fundraiser, or similar gathering, or any commercial event, may be held at a short-term rental.

16. The permittee shall install at least one public-facing camera at or near the front entrance of the home that enables the host or manager to remotely monitor the number of individuals entering the home and activity in the front yard. The permittee shall install at least one public-facing camera over the garage of the home that enables the host or manager to remotely monitor the activity in the front driveway and street in front of the residence. The permittee shall maintain video recordings from both required cameras for a minimum of 30 days.

17. A permittee shall, for a period of at least one year after the date of each stay, keep written rental records that document the following information:

a. All dates on which the permittee rented the short-term rental to one or more guests;

b. The name and contact information for each renter; and

c. The license plate(s) of vehicles associated with the renter stored at or near the short-term rental during their stay.

18. Short-term rentals, within those neighborhood communities with established Homeowner Associations (HOAs), shall comply with any HOA Short-Term Rental provisions and/or regulations.

19. Off-street parking spaces shall be provided on the property sufficient for all vehicles associated with the short-term rental property or its occupants in accordance with the Ontario Development Code Section 6.03.015. Parking is allowed only in designated driveways and garages. The maximum number of vehicles at a Short-Term rental property at any time is equivalent to the minimum number of parking spaces required for that property.

J. Hosting platform requirements.

1. Hosting platforms shall be responsible for collecting all applicable TOTs and remitting the same to the city. TOT remittance is due monthly, in accordance with Chapter 6 of Title 3 of the Ontario Municipal Code. The hosting platform shall be considered a managing agent of the host for purpose of TOT collections and remittance responsibilities as set forth in Chapter 6 of Title 3 of the Ontario Municipal Code.

2. Subject to applicable laws, hosting platforms shall disclose to the city on a regular basis each short-term rental listing located in the city, the names of the persons responsible for

each such listing, the address of each such listing, the length of stay for each such listing and the price paid for each stay.

3. Hosting platforms shall require hosts to include the city-issued registration number in their listing(s), in a format designated by the city. Upon notice from the city that a listing is non-compliant, hosting platforms shall cease any short-term rental booking transactions for said listing(s) within five business days. A hosting platform shall not complete any booking transaction for a residential property or unit subject to a city notice until notified by the city that the residential property or unit is in compliance with the local registration requirement.

4. Hosting platforms shall not collect or receive a fee, directly or indirectly through an agent or intermediary, for facilitating or providing services ancillary to a vacation rental or unregistered short-term rental, including, but not limited to, insurance, concierge services, catering, restaurant bookings, tours, guide services, entertainment, cleaning, property management, or maintenance of the dwelling unit.

5. A hosting platform operating exclusively on the internet, which operates in compliance with subsections 1., 2., 3., and 4. above, shall be presumed to be in compliance with this chapter.

6. The provisions of this section shall be interpreted in accordance with otherwise applicable state and federal law(s) and will not apply if determined by the city to be in violation of, or preempted by, any such law(s).

K. Enforcement and penalties.

1. Operating a short-term rental without a valid short-term rental permit and business license is prohibited. Advertising shall be considered prima facie evidence of operation. Additional evidence of operation may include, but shall not be limited to, guest testimony, online reviews, rental agreements, receipts, or any other information deemed relevant by the city.

2. A violation of this chapter shall constitute a public nuisance, which may be abated by any means provided by law, including, but not limited to, injunctive relief, issuance of administrative fines pursuant to Chapter 2 of Title 1 of the Ontario Municipal Code, and shall also constitute a misdemeanor punishable pursuant to Chapter 2 of Title. The city may issue an administrative citation to any applicant, occupant, responsible person, local contact person, owner, owner's authorized agent or representative, or hosting platform of this code, if there is any violation of this chapter committed, caused or maintained by any of the above parties. Nothing in this section shall preclude the city from also issuing a citation upon the occurrence of the same offense on a separate day.

3. An administrative citation may impose a civil penalty for one (1) or more violations of this chapter in the maximum amount allowed by state law or this code. A civil penalty issued in accordance with this code shall be in the amount of one thousand dollars ($1,000.00) for the first violation, two thousand dollars ($2,000.00) for the second violation, and three thousand dollars ($3,000.00) for the third and all subsequent violations.

4. Each and every day, or portion thereof, a violation of this chapter exists shall constitute a separate and distinct violation.

5. The remedies provided herein are intended to be cumulative and may be used in lieu of or in addition to any other remedy provided by this chapter or other law."

5.03.365: Single-Family Dwellings

Within the MDR-25 and HDR-45 zoning districts, single-family dwellings shall only be allowed:

A. On legally established lots having a gross area that is less than the minimum required by the base zoning district pursuant to Table 6.01-3 (Multiple-Family Residential Development Standards); and

B. On legally established lots having a gross area that results in a density calculation of less than the allowed density range for the base zoning district pursuant to Table 6.01-3 (Multiple-Family Residential Development Standards) of this Development Code.

5.03.370: Single Room Occupancy (SRO) Facilities

The following standards shall govern the establishment and operation of SRO facilities:

A. A minimum of one full common kitchen shall be provided on each floor (story) if full kitchens are not provided within each unit. For the purposes of this provision, a full kitchen shall include a range or stove and oven, sink, and refrigerator.

B. If complete bathrooms are not provided in each unit, shared showers shall be provided at a ratio of one shower for each 8 residents, or fraction thereof, on the same floor. Lockers shall be provided for use of the residents.

C. An SRO facility shall not be located within 500 FT, as measured in a straight line from any point along the outer boundaries of the property, of any existing SRO facility.

D. A comprehensive management plan shall be submitted including the company or agency responsible for resident selection, day-to-day maintenance of the facility, proposed security arrangements and background information and references for the proposed management company or agency.

5.03.375: Soap, Cleaning Compound, and Toilet Preparation Manufacturing

Within the IP zoning district, the development of new soap, cleaning compound, and toilet preparation manufacturing shall be limited to small-scale (GFA of less than 45,000 SF for single-tenant buildings and 60,000 SF for multiple-tenant buildings) facilities.

5.03.380: Sound (Audio) Recording Facilities

Within the OL, OH and IH zoning districts, sound (audio) recording facilities shall only be allowed in conjunction with a permitted or conditionally permitted land use. Standalone sound recording facilities within these zoning districts shall be prohibited.

5.03.385: Spring and Wire Product Manufacturing

Within the IP zoning district, the development of new spring and wire product manufacturing shall be limited to small-scale (GFA of less than 45,000 SF for single-tenant buildings and 60,000 SF for multiple-tenant buildings) facilities.

5.03.390: Tattooing, Body Piercing, Branding, and the Application of Permanent Cosmetics

The below-listed standards shall govern the establishment and operation of body art services in the City. For the purposes of this section, "body art services" shall mean tattooing, body piercing, branding, or the application of permanent cosmetics, excepting the piercing of an ear with a disposable, single-use, presterilized stud or solid needle that is applied using a mechanical device to force the needle or stud through the ear.

A. Every person and every business engaged in body art and/or permanent cosmetics services shall comply with all applicable provisions of the Safe Body Art Act (HSC Section 119300 et seq.).

B. Every person and every business engaged in body art and/or permanent cosmetics services shall obtain a health permit from the San Bernardino County Division of Environmental Health Services prior to commencement of the business activity.

C. A person proposing to construct, remodel, or revise a body art and/or permanent cosmetics facility shall first submit plans to the Ontario Planning Department and the San Bernardino County Division of Environmental Health Services for review and approval, prior to construction.

D. A body art services business located in the MU-1 (Downtown Mixed Use) zoning district shall not be located within 0.25-mile, as measured in a straight line from any point along the outer boundaries of the property or lease space containing the use, to any other body art services business. Refer to Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map for locations.

5.03.395: Temporary and Interim Land Uses, Buildings, and Structures

The following temporary and interim land uses shall be allowed upon the issuance of an Administrative Use Permit by the City pursuant to Section 4.03.015 (Administrative Use Permit) of this Development Code:

A. **Interim Farming Activities on Vacant or Underdeveloped Lands.** Farming activities may be established and operated as an interim use on vacant or underdeveloped lands pursuant to the requirements of Subsection 5.03.405.F (Urban Farms) of this Division.

B. **Model Homes.** The following standards shall govern the design and establishment of model homes:

1. Access shall meet the requirements of the Americans with Disabilities Act.

2. Any "trap" fencing shall be located on private property.

3. Any garage used as a sales office shall be converted back to a garage prior to dwelling occupancy.

4. A model complex consisting of 3 or more model homes shall develop and improve a separate lot to accommodate off-street parking, which shall be provided pursuant to Division 6.03 (Off-Street Parking and Loading) of this Development Code.

5. Subdivisions of 8 or more dwellings having at least one model home that is landscaped, shall demonstrate by installed landscape and irrigation, the principles of water-efficient landscaping and irrigation.

6. The developer of model homes constructed prior to the recordation of a final map for the subdivision containing the model homes, shall enter into a model home agreement with the City, in a form satisfactory to the City Attorney, to ensure that the model homes will not be sold prior to recordation of the final map, and that the model homes will be demolished and removed should the final map not record within a period acceptable to the City.

7. The project proponent shall remove the model homes and their appurtenances from the affected property within 30 days following the expiration of the Administrative Use Permit.

8. In approving a model home facility, the Reviewing Authority may require the installation of certain minimum improvements, such as paved parking, lighting and landscaping, and other improvements necessary to ensure and protect the public health, safety, and welfare.

9. To ensure removal of model homes and their appurtenances within the required period, the Reviewing Authority may require the project proponent provide a performance guarantee pursuant to Division 2.06 (Performance Guarantees) of this Development Code, in the amount of $10,000. The performance guarantee may be utilized by the City to pay any fees and costs incurred by the City, which is associated with the enforcement of Paragraphs A.1 through 8, above, and any conditions of Administrative Use Permit approval imposed by the Reviewing Authority.

C. **Street Fairs.** Street fairs may be allowed within any commercial or mixed-use zoning district.

D. **Temporary Alcoholic Beverage Sales.** Temporary alcoholic beverage sales for consumption on the premises may be allowed within nonresidential zoning districts in conjunction with a temporary activity, display, or event for which an Administrative Use Permit is granted pursuant to Section 4.03.015 (Administrative Use Permits) of this Development Code.

E. **Temporary Buildings and Structures.** Temporary buildings and structures, including but not limited to trailers and prefabricated ("modular") buildings, and appurtenances thereto, may be allowed within any residential, commercial, mixed-use, industrial, specialized use, or overlay zoning district, subject to the following:

1. The Planning Director may approve temporary buildings and structures for an initial 2-year period, which shall be granted pursuant to Section 4.03.015 (Administrative Use Permits) of this Development Code. The time in which the approval expires may be extended by the Reviewing Authority for a maximum of 2 one-year periods.

2. Temporary buildings and structures requested for periods in excess of the maximum 4 years allowed pursuant to Paragraph E.1, above, may be allowed for periods not to exceed a

total of 10 years, subject to Conditional Use Permit approval, granted pursuant to Section 4.02.015 (Conditional Use Permits) of this Development Code.

3. In approving temporary buildings and structures, the Reviewing Authority may require the installation of certain minimum improvements, such as paved parking, lighting and landscaping, and other improvements necessary to ensure and protect the public health, safety, and/or welfare.

4. The project proponent shall remove the temporary building(s) or structure(s), and any appurtenances thereto, from the affected property within 30 days following the expiration of project approval.

5. To ensure removal of a temporary building or structure, and all appurtenances thereto, within the required period, the Reviewing Authority may require the project proponent provide a performance guarantee pursuant to Division 2.06 (Performance Guarantees) of this Development Code, in the amount of $10,000. The performance guarantee may be utilized by the City to pay any fees and costs incurred by the City, which is associated with the enforcement Paragraphs F.1 and F.3, above, and any conditions of Administrative Use Permit or Conditional Use Permit approval, as applicable, imposed by the Reviewing Authority.

F. Temporary Facilities. Temporary facilities, such as parking lots for interim use, may be allowed within any residential, commercial, mixed-use, industrial, specialized use, or overlay zoning district, subject to the following:

1. The Planning Director may approve temporary facilities for an initial 2-year period, which shall be granted pursuant to Section 4.03.015 (Administrative Use Permits) of this Development Code. The time in which the approval expires may be extended by the Planning Director a maximum of 2 one-year periods.

2. Temporary facilities requested for periods in excess of the maximum 4 years allowed pursuant to Paragraph E.1, above, may be allowed for periods not to exceed a total of 10 years, subject to Conditional Use Permit approval, granted pursuant to Section 4.02.015 (Conditional Use Permits) of this Development Code.

3. In approving a temporary facility, the Reviewing Authority may require the installation of certain minimum improvements, such as paved parking, lighting and landscaping, and other improvements necessary to ensure and protect the public health, safety, and/or welfare.

4. The project proponent shall remove the temporary facility and all appurtenances thereto from the affected property within 30 days following the expiration of the Administrative Use Permit.

5. To ensure removal of a temporary facility and all appurtenances thereto within the required period, the Reviewing Authority may require the project proponent provide a performance guarantee pursuant to Division 2.06 (Performance Guarantees) of this Development Code, in the amount of $10,000. The performance guarantee may be utilized by the City to pay fees and costs incurred by the City, associated with the enforcement of Paragraphs E.1 and E.3, above, and any conditions of Administrative Use Permit or Conditional Use Permit approval, as applicable, imposed by the Reviewing Authority.

G. Temporary Outdoor Activities, Displays, Events, and Sales. Temporary outdoor sales, displays, and activities may be allowed within any commercial, mixed-use, industrial, or specialized use zoning district, and within residential zoning districts in conjunction with a legally established religious assembly land use, subject to the approval of an Administrative Use Permit pursuant to Section 4.03.015 (Administrative Use Permit) of this Development Code, and are further classified as follows:

1. Retail Sales Events and Other Similar Business Events. Retail sales events and other similar business events, including but not limited to special outdoor sales, sidewalk sales, and parking lot sales, are subject to the following:

a. A retail sales event or other similar business event shall only be allowed in conjunction with a legally established business that has been operated for a period of at least 180 days prior to the retail sales event or other similar business event.

b. Retail sales events and other similar business events shall be limited to 12, one-week periods per calendar year, per business location. The one-week periods may be used consecutively, with a mandatory down time of one week between each 6-week period.

c. The outdoor display of merchandise shall be restricted to an area directly adjacent to the business' exterior storefront; however, in the case of shopping centers, when it is not practical for the outdoor display area to be located directly adjacent to the business front, the sale area shall be located in an area as close as practically possible, to the business' exterior storefront.

d. The display of merchandise shall not impede pedestrian or vehicular circulation.

e. All merchandise, materials, signs, and debris shall be removed from the outdoor area by 9:00 AM following the last day of the retail sales event.

2. Holiday Retail Sales. Holiday retail sales include Christmas tree and pumpkin sales, and shall be limited to 30 days duration, 2 times per calendar year, for each business location.

3. Shows and Exhibits. Religious, historic, patriotic, or other similar outdoor displays may be permitted within a yard, parking lot or landscaped area, by or for the benefit of nonprofit organizations, subject to the following:

a. Shows and exhibits shall be limited to 30 days duration within any 90-day period.

b. The show or exhibit shall not impede pedestrian or vehicular traffic.

c. Shows and exhibits shall not be conducted within 1,000 FT of any residential land use, as measured in a straight line from any point along the outer boundaries of the property containing the show or exhibit. This separation requirement may be reduced by the Planning Director, provided the type and size of event proposed could in no way adversely affect residential land uses.

d. All equipment, materials, signs, and debris shall be removed from the outdoor area by 9:00 AM following the last day of the display.

4. Amusement and/or Sporting Events. Bazaars, circuses, carnivals, rodeos, pony rides and other similar temporary amusement and/or sporting events may be permitted, subject to the following:

a. Events shall be limited to 2 periods of 7 days duration per calendar year, for each event location. The 2 event periods may be used consecutively.

b. Events shall not be conducted within 1,000 FT of any residential zoning district, as measured in a straight line from any point along the outer boundaries of the property or lease space containing the event. This separation requirement may be reduced by the Planning Director, provided the type and size of event proposed could in no way adversely affect residential land uses.

c. All equipment, materials, signs, and debris shall be removed from the event location by 9:00 AM following the last day of the event.

5. Tent Revivals. Tent revivals and other similar temporary events involving the large assemblage of people and/or equipment within a temporary structure or in the open air, may be permitted, subject to the following:

a. Tent revivals shall be limited to 2 periods of 7 days duration per calendar year, for each event location. The 2 event periods may be used consecutively.

b. Tent revivals shall not be conducted within 1,000 FT of any residential land use, as measured in a straight line from any point along the outer boundaries of the property or lease space containing the tent revival. This separation requirement may be reduced by the Planning Director, provided the type and size of event proposed could in no way adversely affect residential land uses.

c. All equipment, materials, signs, and debris shall be removed from the event location by 9:00 AM following the last day of the event.

6. Charitable and Fund Raising Events. Fund raising events for charitable organizations and other non-profit organizations, such as churches, schools, clubs, and other similar organizations, may be permitted to hold special outdoor fund raising events, hosted by and in conjunction with a legally established commercial or industrial land uses, subject to the following:

a. Charitable and fund raising events shall be limited to 12 events per calendar year per location, not to exceed one event per month. Events shall be limited to a maximum of 4 days duration.

b. Charitable and fund raising events shall be restricted to an area directly adjacent to the host business' exterior; however, when it is impractical for the event to be located directly adjacent to the host business, such as in the case of a commercial shopping center, the event shall be located in an area as close as practically possible to the host business' exterior.

c. Charitable and fund raising events shall not impede pedestrian or vehicular circulation.

d. All equipment, materials, signs, and debris shall be removed from the event location by 9:00 AM following the last day of the event.

H. Temporary Produce Stands. Temporary produce stands may be established and operated pursuant to the requirements of 5.03.410.E.2.d (Community Garden On-Site Produce Sales) and 5.03.410.F.d.2 (Urban Farm On-Site Produce Sales) of this Division.

I. Temporary Real Estate Sales, Lease and Rental Offices. Temporary real estate sales, lease, and rental offices may be allowed within any residential, commercial, mixed-use, industrial, specialized use, or overlay zoning district, subject to the following:

1. A temporary real estate sales, lease, or rental office shall be located a minimum of 200 FT from any existing dwelling outside of the subdivision or development project.

2. A temporary real estate sales, lease, or rental office may be established within a model dwelling, or within a temporary structure specifically designed for the use and approved pursuant to Subsection E (Temporary Office Structures) of this Section.

3. A certificate of occupancy for a temporary real estate sales, lease, or rental office shall not be issued until after a subdivision has been recorded with the San Bernardino County Recorder, or a building permit has been issued for a multiple-family development project.

4. Temporary real estate sales, lease, or rental offices shall be removed from the site within 30 days following the sale, lease, or rental of the last dwelling unit.

5. Comply with all provisions of Division 8.1 (Sign Regulations) pertaining to temporary real estate sales, lease, and rental signs.

J. Temporary Wireless Telecommunications Facilities. Temporary wireless telecommunications facilities may be allowed to fulfill short-term wireless capacity and/or coverage needs of the community, resulting from special activities or events for which a Temporary Use Permit has been approved, or to serve areas experiencing short-term population increases which the existing wireless telecommunications system cannot adequately support, such as seasonal retail sales, and other City-supported activities/events.

1. The Planning Director may approve short-term temporary wireless telecommunications facility pursuant to Section 4.03.015 (Administrative Use Permits) of this Development Code. Should the City determine that a temporary wireless telecommunications facility is needed to fulfill the short-term wireless capacity and coverage needs of the community, an application for the short-term temporary wireless telecommunications facility, and applicable processing fees, shall be submitted for review and approval by the City. Furthermore, the following shall be imposed as a condition of application approval:

a. The short-term temporary wireless telecommunications facility may remain in place for a period of 90 days from date of installation. The time in which the approval expires may be extended for a maximum of 2 periods of 90 days duration, each, for a total of 270 days.

b. Engineered plans and drawings (if required) to erect the temporary wireless telecommunications facility are to be submitted to the Building and Planning Departments for review and approval. All applicable building permits shall be required.

c. If a generator is to be provided to operate or provide backup power to the temporary wireless telecommunications facility, all applicable requirements of OMC Chapter 29 (Noise) of Title 5 (Public Welfare, Morals and Conduct) shall be complied with.

An agreement with the City and the posting of a $10,000 bond shall be required for any short-term temporary wireless telecommunications facility. The agreement shall state the applicant's concurrence with the temporary nature of the permit and the acceptance of the conditions of approval. The bond shall secure the applicant's obligations to immediately remove approved facility upon expiration of the use permit. (Note: The bond requirement may be waived by the Development Agency Director.)

K. Temporary Truck Parking Facilities. Temporary truck parking facilities for interim use, may be allowed within the IND (Industrial), BP (Business Park), and GC (General Commercial) Policy Plan land use designations, and the AG (Agricultural) zoning district, subject to the following:

1. Temporary truck parking facilities may be allowed in the general area south of Schaefer Avenue, north of Merrill Avenue, east of Euclid Avenue, and west of the Cucamonga Creek Flood Control Channel.

2. Temporary truck parking facilities shall only be allowed on owner occupied parcels.

3. The Planning Director may approve temporary truck parking facilities for an initial 2-year period, which shall be granted pursuant to Section 4.03.015 (Administrative Use Permits) of this Development Code. The time in which the approval expires may be extended by the Planning Director a maximum of 2 one-year periods.

4. Temporary truck parking facilities requested for periods in excess of the maximum 4 years allowed pursuant to Paragraph K.3, above, may be allowed for periods not to exceed a total of 10 years, subject to Conditional Use Permit approval, granted pursuant to Section 4.02.015 (Conditional Use Permits) of this Development Code.

5. In approving a temporary truck parking facility, the Reviewing Authority may require the installation of certain minimum improvements, such as paved parking, lighting and landscaping, and other improvements necessary to ensure and protect the public health, safety, and/or welfare.

6. The project proponent shall remove the temporary truck parking facility and all appurtenances thereto from the affected property within 30 days following the expiration of the Administrative Use Permit.

7. To ensure removal of a temporary truck parking facility and all appurtenances thereto within the required period, the Reviewing Authority may require the project proponent provide a performance guarantee pursuant to Division 2.06 (Performance Guarantees) of this Development Code, in the amount of $10,000. The performance guarantee may be utilized by the City to pay fees and costs incurred by the City, associated with the enforcement of Paragraphs K.3 and K.5, above, and any conditions of Administrative Use Permit or Conditional Use Permit approval, as applicable, imposed by the Reviewing Authority.

5.03.400: Thrift and Secondhand Stores, and Used Goods Stores

The on-site collection of salvageable personal property in conjunction with thrift and secondhand stores, and used goods stores, shall be prohibited, except as allowed by Section 5.03.320 (Personal Property Collection Bins) of this Division.

5.03.403: Single-Family Two-Unit Projects

A. **Purpose.** The purpose of this Section is to allow and appropriately regulate Single-Family Two-Unit Projects pursuant to GC Section 65852.21.

B. **Definition**. A "Single-Family Two-Unit Project" means the development of two primary dwelling units or, if there is already a primary dwelling unit on the lot, the development of a second primary dwelling unit on a legally subdivided lot pursuant to the requirements of this Section.

C. **Application**.

1. Only individual property owners may apply for a Two-Unit Project. "Individual property owner" means a natural person holding fee title individually or jointly in the person's own name or a beneficiary of a trust that holds fee title. "Individual property owner" does not include any corporation or corporate person of any kind (partnership, LP, LLC, C corporation, S corporation, etc.) except for a community land trust (as defined by Revenue and Taxation Code Section 402.1(a)(11)(C)(ii)) or a qualified nonprofit corporation (as defined by Section 214.15).

2. An application for a Two-Unit Project shall be submitted on a City application form.

3. The applicant shall obtain a certificate of compliance with the Subdivision Map Act for the lot and provide the certificate with the application.

4. Only a complete application will be considered. The City will inform the applicant in writing of any incompleteness within 30 days following application submittal.

5. The City may establish a fee to recover its costs for adopting, implementing, and enforcing this Section of the Development Code, pursuant to applicable law. The City council may establish and change the fee by resolution. The fee shall be paid with the application.

D. **Approval**.

1. An application for a Two-Unit Project is approved or denied ministerially, by the Planning Director, without discretionary review.

2. The ministerial approval of a Two-Unit Project does not take effect until the City has confirmed that all required documents have been recorded, such as the deed restriction and easements.

3. The approval shall require the owner and applicant to hold the City harmless from all claims and damages related to the approval and its subject matter.

4. The approval shall require the owner and applicant to reimburse the City for all costs of enforcement, including attorneys' fees and costs associated with enforcing the requirements of this Development Code.

E. **Requirements**. A Two-Unit Project shall satisfy all of the following requirements:

1. Subdivision Map Act (SMA) Compliance. The lot shall have been legally subdivided.

2. Zoning District. The lot is in a single-family residential zoning district. For the purpose of this Section, a site likely qualifies as being in a single-family residential zone if the general plan designation or zoning classification allows single-family uses as a primary use and multiple-family uses are prohibited~~the term "single-family residential zoning district" shall mean the LRD-5 (Low Density Residential—2.1 to 5.0 DU/Acre) zoning district~~.

3. Lot Location. Pursuant to the GC Section 65913.4(a)(6)(B) through (K), the lot to be split shall not be located on a site that is any of the following:

a. Prime farmland, farmland of statewide importance, or land that is zoned or designated for agricultural protection or preservation by the voters.

b. A wetland.

c. Within a very high fire hazard severity zone, unless the site complies with all fire-hazard mitigation measures required by existing building standards.

d. A hazardous waste site that has not been cleared for residential use.

e. Within a delineated earthquake fault zone, unless all development on the site complies with applicable seismic protection building code standards.

f. Within a 100-year flood hazard area, unless the site has either:

(1) Been subject to a Letter of Map Revision prepared by the Federal Emergency Management Agency and issued to the local jurisdiction; or

(2) Meets Federal Emergency Management Agency requirements necessary to meet minimum flood plain management criteria of the National Flood Insurance Program.

g. Within a regulatory floodway, unless all development on the site has received a no-rise certification.

h. Land identified for conservation in an adopted natural community conservation plan, habitat conservation plan, or other adopted natural resource protection plan.

i. Habitat for protected species.

j. Land under conservation easement.

4. Not Historic. The lot shall not be a historic property or within a historic district that is included on the State Historic Resources Inventory. Nor may the lot be or be within a site that is designated by ordinance as a city or county landmark, or as a historic property or district.

5. No Impact on Protected Housing. The Two-Unit Project shall not require or include the demolition or alteration of any of the following types of housing:

a. Housing that is income-restricted for households of moderate, low, or very low income.

b. Housing that is subject to any form of rent or price control through a public entity's valid exercise of its policy power.

c. Housing, or a lot that used to have housing, that has been withdrawn from rental or lease under the Ellis Act (GC Sections 7060–7060.7) at any time in the 15 years prior to submission of the Urban Lot Split application.

d. Housing that has been occupied by a tenant in the last 3 years. The applicant and the owner of a property for which an Urban Lot Split is sought shall provide a sworn statement as to this fact with the application for the tentative parcel map. The City may conduct its own inquiries and investigation to ascertain the veracity of the sworn statement, including but not limited to, surveying owners of nearby properties; and the City may require additional evidence of the applicant and owner as necessary to determine compliance with this requirement.

6. Unit Standards.

a. *Quantity*.

(1) No more than two dwelling units of any kind may be built on a lot that results from an Urban Lot Split. For purposes of this paragraph, "unit" means any dwelling unit, including, but not limited to, a primary dwelling unit, a unit created pursuant to Section 5.03.403 (Two-Unit Projects) of this Development Code, or an ADU or JADU created pursuant to State law and Section 5.03.010 (Accessory Dwelling Unit) of this Development Code.

(2) A lot that is not created by an Urban Lot Split may have a Two-Unit Project as provided by this Section, plus any ADU or JADU that shall be allowed pursuant to State law and Section 5.03.010 (Accessory Dwelling Unit) of this Development Code.

b. *Unit Size*.

(1) The total floor area of each primary dwelling that is developed under this Section shall be a minimum of 500 SF in area and a maximum of 800 SF in area.

(2) A primary dwelling that was legally established on the lot prior to the Two-Unit Project and is larger than 800 SF is limited to the lawful floor area at the time of the Two-Unit Project. The unit may not be expanded.

(3) A primary dwelling that was legally established prior to the Two-Unit Project and is smaller than 800 SF may be expanded to 800 SF after or as part of the Two-Unit Project.

c. *Height Restrictions*.

(1) On a lot that is larger than 2,000 SF, no new primary dwelling unit may exceed one-story or 16 FT in height, measured from grade to peak of the structure.

(2) On a lot that is smaller than 2,000 SF, no new primary dwelling unit may exceed two-stories or 22 FT in height, measured from grade to peak of the structure. Any portion of a new primary dwelling that exceeds one story in height shall be stepped back by an additional 5 FT from the ground floor; no balcony deck or other portion of the second story may project into the stepback.

(3) No rooftop deck is permitted on any new or remodeled dwelling or structure on a lot with a Two-Unit Project.

d. *Demo Cap*. The Two-Unit Project shall not involve the demolition of more than 25 percent of the existing exterior walls of an existing dwelling unless the site has not been occupied by a tenant in the last 3 years.

e. *Lot Coverage*. This lot coverage standard is only enforced to the extent that it does not prevent two primary dwelling units on the lot at 800 SF each, as required by the underlying zoning district.

f. *Setback Requirements*.

(1) **Generally**. All setbacks shall conform to the minimum requirements of the underlying zoning district.

(2) **Exceptions**. Notwithstanding subpart E.6.f above:

(a) Existing Structures. No setback is required for an existing legally established structure or for a new structure that is constructed in the same location and to the same dimensions as an existing legally established structure.

(b) Cannot Preclude Construction of Two 800-SF Units and 4-FT Side/Rear Setbacks. The setbacks imposed by the underlying zoning district shall yield to the degree necessary to avoid physically precluding the construction of up to two units on the lot or either of the two units from being at least 800 SF in floor area; but in no event may any structure be less than 4 FT from a side or rear property line.

(3) **Front Setback Area**. Notwithstanding any other part of this code, dwellings that are constructed under this Section shall conform to the front setback requirement of the underlying zoning district. The front setback area shall:

(a) Be kept free from all structures greater than 3 FT high; and

(b) Allow for vehicular and fire-safety access to the front structure.

g. *Parking*. Each new primary dwelling unit shall have at least one off-street parking space per unit within a fully enclosed garage having a minimum interior clear area measuring 10 FT in width and 20 FT in length, unless one of the following applies:

(1) The lot is located within one-half mile walking distance of either:

(a) A corridor with fixed route bus service with service intervals no longer than 15 minutes during peak commute hours, or

(b) A site that contains:

(i) An existing rail or bus rapid transit station,

(ii) A ferry terminal served by either a bus or rail transit service, or

(iii) The intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods.

(2) The site is located within one block of a permanently established car-share vehicle pickup/drop-off location.

h. *Architecture*.

(1) If there is a legal primary dwelling on the lot that was established before the Two-Unit Project, any new primary dwelling unit shall match the existing primary dwelling unit with respect to exterior materials, finishes, color, and dominant roof pitch. The dominant roof pitch means the slope shared by the largest portion of the roof.

(2) If there is no legal primary dwelling on the lot before the Two-Unit Project, and if two primary dwellings are developed on the lot, the dwellings shall match each other with respect to exterior materials, finishes, color, and dominant roof pitch. The dominant roof pitch means the slope shared by the largest portion of the roof.

(3) All exterior lighting shall be limited to down-lights.

(4) No window or door of a dwelling that is constructed on the lot may have a direct line of sight to an adjoining residential property. Decorative masonry block walls, dense landscaping, or privacy glass may be used to provide screening and prevent a direct line of sight.

(5) If any portion of a dwelling is less than 30 FT from a property line that is not a public street right-of-way line, then all windows and doors in that portion shall either be (for windows) clerestory with the bottom of the glass at least 6 FT above the finished floor, or (for windows and doors) utilize frosted or obscure glass.

i. *Walls, Fences, and Obstructions*.

(1) A lot comprising a Two-Unit Project shall be provided with 6-FT high decorative masonry block walls (reduced to 3 FT in height within front setback areas) at the following locations:

(a) Interior side and rear lot lines of each lot; and

(b) Street side property lines and along the rear property line of through lots, setback a minimum of 5 FT behind the sidewalk.

(2) The construction and maintenance of walls, fences, and other obstructions shall comply with the requirements of Chapter 6.0 (Development and Subdivision Regulations), (Division 6.02 (Walls, Fences, and Obstructions) of this Development Code.

j. *Landscaping*. A lot comprising a Two-Unit Project shall be fully landscaped and provided with a permanent automatic irrigation system pursuant to the requirements Chapter

6.0 (Development and Subdivision Regulations), Division 6.05 (Landscaping) of this Development Code.

k. *Nonconforming Conditions*. A Two-Unit Project shall be approved only if all nonconforming zoning conditions are corrected.

l. *Utilities*.

(1) Each primary dwelling unit on the resulting lots shall have its own direct utility connection to the utility service provider.

(2) Each primary dwelling unit on the resulting lots that is or that is proposed to be connected to an onsite wastewater treatment system shall first have a percolation test completed within the last 5 years or, if the percolation test has been recertified, within the last 10 years.

m. *Building & Safety*. All structures built on a lot comprising a Two-Unit Project shall comply with all current local building standards. A project under this Section is a change of use and subjects the whole of the lot, and all structures, to the City's current code.

7. Fire-Hazard Mitigation Measures. A lot in a very high fire hazard severity zone shall comply with each of the following fire-hazard mitigation measures:

a. It shall have direct access to a public street right-of-way with a paved street with a width of at least 40 FT. The public street right-of-way shall have at least two independent points of access for fire and life safety to access and for residents to evacuate.

b. All dwellings on the site shall comply with current fire code requirements for dwellings in a very high fire hazard severity zone.

c. All enclosed structures on the site shall have fire sprinklers.

d. All sides of all dwellings on the site shall be within a 150-FT hose-pull distance from either the public street right-of-way or of an onsite fire hydrant or standpipe.

e. If the lot does not have a swimming pool, the lot shall have a water reservoir of at least 5,000 gallons per dwelling, with fire-authority approved hookups compatible with fire-authority standard pump and hose equipment.

8. Separate Conveyance.

a. Primary dwelling units on the lot may not be owned or conveyed separately from each other.

b. Condominium airspace divisions and common interest developments are prohibited.

c. All fee interest in a lot and all dwellings on the lot shall be held equally and undivided by all individual property owners.

9. Regulation of Uses.

a. *Residential-Only*. No non-residential use is permitted on the lot.

b. *No Short Term Rentals*. No dwelling unit on a lot comprising a Two-Unit Project shall be rented for a period of less than 30 days.

c. *Owner Occupancy*. Unless the lot comprising a Two-Unit Project was formed by an Urban Lot Split, the individual property owners of a lot with a Two-Unit Project shall occupy one of the dwellings on the lot as the owners' principal residence and legal domicile.

10. Notice of Construction.

a. At least 30 business days before starting any construction of a Two-Unit Project, the property owner shall give written notice to all the owners of record of each of the adjacent residential parcels, which notice shall include the following information:

(1) Notice that construction has been authorized,

(2) The anticipated start and end dates for construction,

(3) The hours of construction,

(4) Contact information for the project manager (for construction-related complaints), and

(5) Contact information for the Building & Safety Department.

b. This notice requirement does not confer a right on the noticed persons or on anyone else to comment on the project before permits are issued. Approval is ministerial. Under state law, the City has no discretion in approving or denying a particular project under this Section. This notice requirement is purely to promote neighborhood awareness and expectation.

11. Deed Restriction. The owner shall record a deed restriction, acceptable to the City, that does each of the following:

a. Expressly prohibits any rental of any dwelling on the property for a period of less than 30 days.

b. Expressly prohibits any non-residential use of the lot.

c. Expressly prohibits any separate conveyance of a primary dwelling on the property, any separate fee interest, and any common interest development within the lot.

d. If the lot is not created by an Urban Lot Split: Expressly requires the individual property owners to live in one of the dwelling units on the lot as the owners' primary residence and legal domicile.

e. States that the property is formed by an Urban Lot Split and is therefore subject to the City's Urban Lot Split regulations, including all applicable limits on dwelling size and development.

F. Specific Adverse Impacts.

1. Notwithstanding anything else in this Section, the City may deny an application for a Two-Unit Project if the building official makes a written finding, based on a preponderance of the evidence, that the project would have a "specific, adverse impact" on either public health and safety or on the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact.

2. The term "specific adverse impact" has the same meaning as in GC Section 65589.5(d)(2): "a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete" and does not include (1) inconsistency with the zoning ordinance or general plan land use designation or (2) the eligibility to claim a welfare exemption under Revenue and Taxation Code Section 214(g).

3. The building official may consult with and be assisted by planning staff and others as necessary in making a finding of specific, adverse impact.

G. Remedies. If a Two-Unit Project violates any part of this Development Code or any other legal requirement:

1. The buyer, grantee, or lessee of any part of the property has an action for damages or to void the deed, sale, or contract.

2. The City may:

a. Bring an action to enjoin any attempt to sell, lease, or finance the property.

b. Bring an action for other legal, equitable, or summary remedy, such as declaratory and injunctive relief.

c. Pursue criminal prosecution, punishable by imprisonment in county jail or state prison for up to one year, by a fine of up to $10,000, or both; or a misdemeanor.

d. Record a notice of violation.

e. Withhold any or all future permits and approvals.

f. Pursue all other administrative, legal, or equitable remedies that are allowed by law, this Development Code, or the City's Municipal Code.

5.03.405: Temporary Shelters and Supportive Housing

The following standards shall govern the establishment and operation of Supportive Housing for the homeless families, persons with disabilities and homeless youth, and Temporary Shelters, including Emergency Shelters, Low Barrier Navigation Centers, Transitional Housing, and Transitional Living Centers.

A. General Requirements.

1. No portion of any Temporary Shelter or Supportive Housing facility shall be located within 300 FT of another such facility that is constructed, or that is approved for construction.

2. Temporary Shelters and Supportive Housing facilities shall observe State and Federal Fair Housing regulations and standards.

3. No more than one Federal, State, or Youth Authority parolee shall be allowed to live in a Temporary Shelter or Supportive Housing facility.

4. An application submitted for approval of a Temporary Shelter or Supportive Housing facility shall identify whether any boarders are currently Federal, State, or Youth Authority parolees. Owners and/or operators of Temporary Shelters and Supportive Housing facilities shall update the information required by this Section anytime a person that is a Federal, State, or Youth Authority parolee is provided accommodations at the facility.

5. All Temporary Shelters and Supportive Housing facilities shall require boarders to sign a Crime Free Lease Addendum as part of their lease or rental agreement (as applicable), which provides that any criminal violations perpetrated by boarders shall be grounds for termination of the written or oral lease, sublease, or agreement under which they reside at the temporary/transitional shelter or housing.

6. Temporary Shelters and Supportive Housing facilities shall be operated in full compliance with all applicable requirements of this Development Code. Violation of any local, State, or Federal laws by individual boarders while on the premises shall be grounds for Conditional Use Permit (if applicable) and/or business license revocation, including but not limited to, violations of PC Section 3003.5.

7. No Temporary Shelter or Supportive Housing facility shall be maintained as a nuisance. The conduct of any Temporary Shelter or Supportive Housing facility within the City, in violation of any of the terms of this Article or other applicable provisions of this Development Code found and declared to be a public nuisance, and the City Attorney or the District Attorney may, in addition or in lieu of prosecuting a criminal action hereunder, commence an action or proceeding for the abatement, removal and enjoinment thereof, in the manner provided by law; and shall take other steps and shall apply to such courts as may have jurisdiction to grant such relief as will abate or remove such Temporary Shelter or Supportive Housing facility, and restrain and enjoin any person from conducting, operating or maintaining a Temporary Shelter or Supportive Housing facility contrary to the provisions of this Article or Development Code.

8. Any owner, operator, manager, employee or independent contractor of a Temporary Shelter or Supportive Housing facility violating or permitting, counseling, or assisting the violation of any of the provisions of this Article or applicable provisions of this Development Code regulating Temporary Shelters and Supportive Housing facilities shall be subject to any and all civil and criminal penalties pursuant to OMC Title 1, Chapter 2 (Penalty Provisions), and/or administrative citations pursuant to OMC Title 1, Chapter 5 (Administrative Citations). All remedies provided herein shall be cumulative and not exclusive. Any violation of these provisions shall constitute a separate violation for each and every day during which such violation is committed or continued.

9. For those Temporary Shelters and Supportive Housing facilities that require Conditional Use Permit approval pursuant to Table 5.02-1 (Land Use Matrix) of this Development Code, violation of any of provision of this Section, or the Conditional Use Permit authorizing the Temporary Shelter or Supportive Housing facility, shall be grounds for revocation of the Conditional Use Permit pursuant to the provisions of Division 2.05 (City Initiated Modification or Revocation) of this Development Code.

10. Temporary Shelters shall be prohibited within ALUCP safety zones.

11. Temporary Shelters and Supportive Housing facilities shall be in compliance with all requirements of this Development Code at all times, as well as any applicable provisions of the Ontario Municipal Code, including obtaining any other permits or licenses, such as building permits or a business license, required before establishing, expanding or maintaining the use.

B. Emergency Shelters. When allowed by Table 5.02-1 (Land Use Matrix) of this Development Code, Emergency Shelters shall be subject to the following standards:

1. The maximum length of stay for an Emergency Shelter client shall be 6 months.

2. On-site management shall be provided during the hours that the Emergency Shelter is in operation.

3. On-site security shall be provided during the hours that the Emergency Shelter is in operation.

4. No more than 20 client/tenant beds shall be allowed within any privately operated Emergency Shelter.

5. A publicly operated Emergency Shelter shall be permitted a maximum of 50 client/tenant beds, any increase in client/tenant beds is subject to Planning Director review and approval.

6. An intake waiting area equal to a minimum of 10 SF for each client/tenant bed shall be provided.

7. The exterior of the intake waiting areas shall be screened from public view by a 6-FT high decorative masonry block wall and appropriate landscaping.

8. A storage area for use by clients/tenants shall be provided at a rate of 7 SF for each client/tenant bed. A storage area is not required to be provided adjacent to the respective client/tenant bed.

9. An emergency shelter shall provide lavatory, toilet, and shower facilities adequate for the number of clients/tenants served; however, a minimum of one such facility shall be provided for each 15 client/tenant beds.

10. An emergency shelter shall not be required to provide more than 1.0 parking space per employee, or the required parking for other residential or commercial land uses within the same zoning district as it is located, whichever is less.

5.03.410: Urban Agriculture

A. Purpose. The purpose of these urban agriculture regulations is to create a more sustainable and secure local food system by increasing opportunities to grow and sell food within all zoning districts of the City.

B. Applicability. The urban agriculture regulations established by this Section govern the establishment and operation of agricultural activities and facilities within all zoning districts of the

City. The regulations established by this Section recognize 5 different urban agricultural activities, including Animal Keeping and Production; Commercial Crop Production and Farming; Community Gardens; Urban Farms; and On-Site Produce Sales Stands.

C. Animal Keeping and Production.

1. Residential Animal Keeping.

a. *Allowed Activities/Facilities.* Residential animal keeping shall be maintained only as an ancillary use to single-family dwellings, and shall be maintained only for noncommercial hobby or show purposes, or for the personal enrichment of City residents, as follows:

(1) Residential Zones. Residential animal keeping is permitted by right within the AR-2 and RE-2 zoning districts in conjunction with a single-family dwelling. Furthermore, the keeping of 4 or fewer household pets is permitted by right within all residential and mixed-use zoning districts, and within the AG and MHP zoning districts, in conjunction with a single-family or multiple-family dwelling.

(2) Commercial Zones. Residential animal keeping is prohibited within all commercial zoning districts.

(3) Mixed-Use Zones. Residential animal keeping is limited to the keeping of household pets within all mixed-use zoning districts.

(4) Industrial Zones. Residential animal keeping is prohibited within all industrial zoning districts.

(5) Specialized Use Zones. Residential animal keeping is permitted by right within the AG zoning district. Furthermore, the keeping of 4 or fewer household pets is permitted within the MHP zoning district.

b. *Land Use Standards.* The following standards govern residential animal keeping activities and facilities:

(1) General Requirements.

(a) Animals At Large—It shall be unlawful for any person within the City having the care, charge, control, or possession of any animal, fowl or bird to permit it to be, remain, go, or run at large upon any public street, alley, or unenclosed lot or land in the City, except dogs on leashes, cats, racing homing pigeons during runs, an animal in a vehicle, or a horse mounted or led by a responsible person. Animals shall be secured by a fence or wall at least 5 FT in height when out of doors.

(b) Sanitation of Premises—

(i) Every person owning or occupying property within the City upon which any animal, fowl, or bird is kept shall maintain the property and any stable, barn, stall, pen, coop, building, or place thereon in which animals are kept, in a clean and sanitary condition so as not to be detrimental to the public health.

(ii) Proper management of animal waste shall be carried out pursuant to all requirements of the State Regional Water Quality Control Board or regulating agency.

(c) Proximity of Animals to Yards, Property Lines, Dwellings and Residential Accessory Structures—

(i) It shall be unlawful in residential zones of the City to keep any animal, except household pets, within 20 FT of any property line.

(ii) It shall be unlawful for any person to keep any animal, other than household pets, within 50 FT (70 FT for swine) of any structure, other than that of the owner, which is used for human habitation, or for educational, health care, social assistance, religious assembly, food service, or governmental purposes, except as allowed by Subparagraph (iii), below.

(iii) It shall be unlawful for any person to keep any hobby, show or game bird, fowl, or rabbit, other than a household pet, within 30 FT of any structure, other than that of the owner, which is used for human habitation, or for educational, health care, social assistance, religious assembly, food service, or governmental purposes.

(iv) No animal is to be stabled, kept, or maintained in any front or street-side yard area.

(d) Nonconforming Animal Keeping Activities. Animal keeping that becomes non-conforming by reason of new development on neighboring properties may be continued; provided, the nonconforming activity maintains compliance with the provisions of Division 3.01 (Nonconforming Lots, Land Uses and Structures) of the Ontario Development Code.

(e) Maximum Animal Keeping Densities. Table 5.03-6 (Maximum Animal Keeping Densities as an Accessory Use), below, establishes the maximum number of animals that may be maintained on a lot, provided the particular animal type is allowed pursuant to Table 5.01-1 (Land Use Matrix) of the Ontario Development Code. The maximum animal densities are based upon net lot area; however, any portion of a lot used to qualify one animal type shall not be used to qualify another animal type.

Table 5.03-5: Maximum Animal Keeping Densities as an Accessory Use

Animal Type	Maximum Animal Density
A. Birds	One animal for each 1,000 SF of lot area, except that within the AR-2 zoning district, maximum animal density may be increased as determined by a Conditional Use Permit
B. Cattle and Buffalo	One animal for each 6,000 SF of lot area
C. Exotic Pets	As determined by Conditional Use Permit
D. Horses	One animal for each 6,000 SF of lot area
E. Household Pets	Pursuant to Table 5.02-1 (Land Use Matrix) of this Development Code, not to exceed 8 animals
F. Llamas, Alpacas, Burros, Donkeys, and Mules	One animal for each 4,000 SF of lot area
G. Ostriches, Emus, and Rheas	One animal for each 6,000 SF of lot area
H. Poultry and Fowl	One animal for each 1,000 SF of lot area
I. Rabbits and Chinchillas	One animal for each 1,000 SF of lot area
J. Swine	One animal for each 20,000 SF of lot area, not to exceed 3 animals
K. Sheep, Goats (female only), and Similar Livestock	One animal for each 3,600 SF of lot area

(2) Keeping of Exotic Pets. The keeping of exotic pets shall be allowed only in conjunction with, and accessory to, a single-family dwelling, subject to the following standards:

(a) The keeping of exotic animals shall require approval of a Conditional Use Permit pursuant to Section 4.02.025 (Conditional Use Permits) of the Ontario Development Code.

(b) The approval of a Conditional Use Permit for an exotic animal shall not be effective until the Reviewing Authority receives written evidence that the applicant has obtained a permit from the State Department of Fish and Game, if required.

(c) The keeping of an exotic animal shall comply with all applicable Federal and State laws and requirements.

(3) Keeping of a Potbellied Pig. The keeping of a potbellied pig as a household pet shall only be allowed in the AR-2, RE-2, RE-4, and LDR-5 zoning districts, in conjunction with, and ancillary to, a traditional single-family dwelling, subject to the following standards:

(a) For the purposes of this Section, the term "potbellied pig" shall mean a domesticated miniature Vietnamese, Chinese, or Asian potbellied pig, not exceeding 90 pounds in weight and 18 inches in height (measured at the shoulder) and characterized by a swayed back and straight tail.

(b) Potbellied pigs shall be provided with a fenced yard designed to assure confinement of the animal when kept outside. Yard areas shall be maintained in a clean, safe, and odor-free condition.

(c) There shall be no more than one potbellied pig permitted on a lot.

(d) Potbellied pigs shall be licensed in the same manner as dogs, subject to the same restrictions and penalties, pursuant to the provisions of OMC Title 6 (Sanitation and Health).

(e) The breeding of potbellied pigs shall not be permitted. All potbellied pigs shall be spayed or neutered.

(f) Prior to licensing of a potbellied pig, veterinary certification shall be required stating:

(i) The pig is spayed or neutered;

(ii) The pig is in good health and has received all necessary vaccinations; and

(iii) The height and weight of the potbellied pig.

(g) All male potbellied pigs 2 years of age or older shall have their tusks removed.

(h) While outside the owner's premises or property, potbellied pigs shall be restrained by a harness and leash, or other similar restraint, no more than 6 FT in length.

(4) Male Goats. It shall be unlawful to keep any male goat that is not neutered.

(5) Poisonous or Otherwise Dangerous Reptiles. It shall be unlawful to keep any poisonous or otherwise dangerous reptile, as determined by the Zoning Administrator.

(6) Crowing Fowl. It shall be unlawful for any person to keep any crowing rooster, peacock, guinea fowl, or any other fowl that by sound or cry shall unreasonably disturb the peace and quiet of a neighborhood.

2. Commercial Animal Production.

a. *Allowed Activities/Facilities.* Commercial animal production includes cattle ranching and farming; sheep and goat farming; aquaculture; apiculture, horse, and other equine production; fur-bearing animal production; kennels and catteries, alpaca, and llama production; aviaries; ostrich, emu and rhea production; and support activities for animal production. Commercial animal production is allowed as a primary use of land, as follows:

(1) Residential Zones. Commercial animal production is prohibited within residential zoning districts, except that within the AR-2 zoning district, kennels and catteries having fewer than 8 animals shall be permitted as a Home Occupation pursuant to the requirements of the Section 5.03.240 of this Development Code.

(2) Commercial Zones. Commercial animal production is prohibited within commercial zoning districts, except that kennels and catteries, for the purpose of boarding only, shall be allowed within the CC and CR zoning districts in conjunction with veterinary and/or

animal hospital services (NAICS 541940), pursuant to Table 5.02-1 (Land Use Matrix) of this Development Code.

(3) Mixed-Use Zones. Commercial animal production is prohibited within mixed-use zoning districts.

(4) Industrial Zones. Commercial animal production is prohibited within industrial zoning districts, except that kennels and catteries shall be allowed within the IL and IH zoning districts pursuant to Table 5.02-1 (Land Use Matrix) of this Development Code.

(5) Specialized Use Zones. Commercial animal keeping is conditionally permitted (requires Conditional Use Permit approval pursuant to the requirements of Section 4.02.015 of this Development Code) within the AG zoning district on lots no less than 2 acres in area (20,000 SF for farms exclusively for small animal keeping), except apiculture (bee keeping and production), which is permitted by right within the AG, ONT, and UC zoning districts.

b. *Land Use Standards.* The following standards shall govern the development and/or operation of facilities for commercial animal production and related uses:

(1) Minimum Lot Area. Animal keeping for animal production and related uses (excludes kennels and catteries, for the purpose of boarding only, in conjunction with veterinary and/or animal hospital services) shall be on a lot of no less than 2 acres in area, except that farms exclusively for small animal keeping, including apiaries, aviaries, rabbit, chinchilla, or other similar small raising, shall be permitted on lots of no less than 20,000 SF in area.

(2) Animals At Large. It shall be unlawful for any person within the City of Ontario, which has the care, charge, control, or possession of any animal, fowl or bird to permit it to be, remain, go, or run at large upon any public street, alley, or unenclosed lot or land in the City, except dogs on leashes, cats, racing homing pigeons during runs, an animal in a vehicle, or a horse mounted or led by a responsible person.

(3) Sanitation of Premises.

(a) Every person owning or occupying property within the City upon which any animal, fowl, or bird is kept shall maintain the property and any stable, barn, stall, pen, coop, building, or place thereon in which animals are kept, in a clean and sanitary condition so as not to be detrimental to the public health.

(b) Proper management of animal waste shall be carried out pursuant to all requirements of the State Regional Water Quality Control Board or regulating agency.

(4) Hitching and Tethering Animals. It shall be unlawful to hitch, tie, or otherwise fasten any horse, cow, or other animal to any tree or shrub within the City, or to tether or hitch for feeding any animal so as to allow the animal to cross any street, sidewalk, or alley within the City.

(5) Proximity of Animals to Yards, Property Lines, Dwellings and Residential Accessory Structures, and Water Wells.

(a) It shall be unlawful in residential zones of the City to keep any animal, other than household pets, within 20 FT of any property line.

(b) It shall be unlawful for any person to keep any animal, other than household pets, within 50 FT of any structure, other than that of the owner, which is used for human habitation, or for educational, health care, social assistance, religious assembly, food service, or governmental purposes, except as allowed by Subparagraph (c), below.

(c) It shall be unlawful for any person to keep any hobby, show or game bird, fowl, or rabbit, other than a household pet, within 30 FT of any structure, other than that of the owner, which is used for human habitation, or for educational, health care, social assistance, religious assembly, food service, or governmental purposes.

(d) No animal is to be stabled, kept, or maintained in any front or street-side yard area.

(e) No animals shall be kept within 100 FT of any domestic water well.

(f) Any new animal feed trough, corral/pen, dairy/feed lot, including manure stockpiles and related wastewater detention basins, shall maintain a minimum 500-FT separation from the boundary of any residential or non-residential subdivision map recorded after January 31, 2000. A reduction in the separation requirement may be considered for facilities with proven means of reducing odors, such as covering lagoons, substituting concrete-lined pits for lagoons, and employing recommended ventilation systems for animal confinement buildings. Consideration of alternative setbacks shall be subject to consultation with qualified agricultural engineers to ensure that the measure will reliably accomplish the intended purpose.

(g) A minimum 100-FT separation shall be maintained between any new residential or nonresidential development, or any structure used for public assembly, and any existing animal feed trough, corral/pen, or an existing dairy/feed lot, including manure stockpiles and related wastewater detention basins. The separation requirement may be satisfied by off-site easements acceptable to the Planning Director.

(6) Nonconforming Animal Keeping Activities. Areas used for animal keeping that become non-conforming by reason of new development on neighboring properties, may be continued indefinitely; provided, that the nonconforming animal keeping activity maintains compliance with the provisions of Division 3.01 (Nonconforming Lots, Land Uses and Structures) of the Ontario Development Code.

(7) Maximum Animal Keeping Densities. Table 5.03-7 (Maximum Animal Keeping Densities for Animal Production), below, establishes the maximum number of animals that may be maintained on a lot, provided the particular animal type is allowed pursuant to Table 5.01-1 (Land Use Matrix) of the Ontario Development Code. The maximum animal densities are based upon net lot area; however, any portion of a lot used to qualify one animal type shall not be used to qualify another animal type.

Table 5.03-6: Maximum Animal Keeping Densities for Animal Production

Animal Type	Maximum Animal Density
A. Alpacas or Llamas	One for each 4,000SF of lot area
B. Cattle or Buffalo (raised for nondairy purposes)	One animal for each 6,000 SF of lot area
C. Dairy Cattle	As permitted by Reviewing Authority **[1]**
D. Fish	One pond for each acre of lot area, not to exceed 4 ponds per lot. Each pond shall not exceed 0.5-acre in surface area.
E. Goats	
1. Female	One animal for each 3,000 SF of lot area
2. Male	
a. Lots less than 10 acres in area	One
b. Lots 10 or more acres in area	One animal for each 5 acres of lot area, not to exceed 4 animals
F. Horses and Other Equine	One animal for each 6,000 SF of lot area
G. Kennels and Catteries	One animal for each 3,000 SF of lot area
H. Ostriches, Emus and Rheas	One animal for each 6,000 SF of lot area
I. Rabbits and Chinchillas	50 animals for each 10,000 SF of lot area, not to exceed 200 animals
J. Sheep and similar livestock	One animal for each 3,000 SF of lot area

Notes:

[1] New or expansions to existing dairy or other animal confinement facilities are considered on a case-by-case basis, subject to Conditional Use Permit approval. Animal density shall be determined by Reviewing Authority, which may impose special operational conditions, requirements, or standards, as deemed necessary to insure the public health and safety. Animal density shall be based on measures to prevent the unacceptable nitrification or salt pollution of soils, and the pollution of groundwater by nitrates and salts emanating from the facility as defined by the Regional Water Quality Control Board.

3. Aquaculture Production.

a. Aquaculture production shall be primarily for the commercial sale of freshwater and saltwater fish, crustaceans, mollusks, aquatic plants, algae, and other organisms under controlled conditions for food.

b. In the IG and IH zoning districts, aquaculture production shall be limited to building integrated aquaculture that incorporates a holistic design approach that efficiently integrates a closed-loop aquaculture system within the built industrial environment. Pond or pen-based aquaculture systems that are not wholly contained within a building shall be prohibited.

D. Commercial Crop Production and Farming. Commercial Crop Production and Farming is a use in which plants and their products are grown for sale, intended for widespread distribution to wholesalers or retail outlets. Commercial Crop Production and Farming includes oilseed and grain farming; vegetable and melon farming; fruit and tree nut farming; greenhouse, nursery and floriculture production; and other crop farming.

1. Allowed Activities/Facilities. Commercial Crop Production and Farming is allowed as a primary or ancillary use of land, and as an interim land use on vacant and underdeveloped properties, as follows

a. Residential Zones. Commercial Crop Production and Farming is conditionally permitted (requires Conditional Use Permit approval pursuant to the requirements of Section 4.02.015 of this Development Code) within the AR-2 and RE-2 zoning districts and is prohibited within all other residential zoning districts, excepting community gardens and urban farms allowed pursuant to Table 5.02-1 (Land Use Matrix) of this Development Code.

b. Commercial Zones. Commercial Crop Production and Farming is prohibited within commercial zoning districts, excepting community gardens and urban farms allowed pursuant to Table 5.02-1 (Land Use Matrix) of this Development Code.

c. Mixed-Use Zones. Commercial Crop Production and Farming is prohibited within mixed-use zoning districts, excepting community gardens and urban farms allowed pursuant to Table 5.02-1 (Land Use Matrix) of this Development Code.

d. Industrial Zones. Commercial Crop Production and Farming shall be allowed within the IL, IG, and IH zoning districts pursuant to Table 5.02-1 (Land Use Matrix) of this Development Code.

e. Specialized Use Zones. Commercial Crop Production and Farming shall be allowed within specialized use and overlay zoning districts pursuant to Table 5.02-1 (Land Use Matrix) of this Development Code.

2. Land Use Standards. The following standards shall govern the establishment and operation of Commercial Crop Production and Farming:

a. *Operational Standards.* The following standards shall govern the operation of Commercial Crop Production and Farming:

(1) A Commercial Crop Production and Farming operation shall not sell plants and produce grown on-site or operate an On-Site Produce Sales Stand, excepting Community Gardens established pursuant to Subparagraph E.2.d (Community Garden On-Site Produce Sales) and Subparagraph F.2.d (Urban Farm On-Site Produce Sales) of this Section.

(2) A Commercial Crop Production and Farming operation shall be designed and maintained to ensure that irrigation and storm water will not drain to adjacent properties or the public right-of-way.

(3) A Commercial Crop Production and Farming operation shall be designed and maintained to prevent dust and other fugitive particles from leaving the site.

(4) A Commercial Crop Production and Farming operation shall be designed and maintained to prevent the uninhibited growth of weeds and the accumulation of debris.

(5) Refuse storage containers, serviced by the City, shall be provided and screened from the public right-of-way. The requirement and placement of storage containers shall be determined by the City.

(6) A storage area for tools, equipment and other materials shall be enclosed and located outside of designated front yard and street side yard setback areas. Storage buildings shall not exceed 120 SF in area and 14 FT in height.

(7) The hours of operation shall be limited to the hours between 7:00 AM and dusk.

(8) Lighting for the site shall be reviewed and approved by the Planning and Police Departments. Light shall be for general security and not for nighttime operations.

b. *Composting.* The on-site composting of site-generated refuse shall be prohibited.

E. Community Gardens. Community Gardens include small-scale crop production and farming by individuals on multiple plots, or food and/or ornamental crop production on larger plots, which is maintained and grown by volunteers or community groups as a form of recreation, education, and/or community charity. (Note: To ensure the sustainability of a Community Garden, up to 49 percent of the Community Garden may consist of an Urban Farm established in compliance with Subsection F (Urban Farm) of this Section).

1. Allowed Activities/Facilities. Community Gardens are allowed as an interim land use on vacant or underdeveloped land, or as a long-term ancillary land use, as follows:

a. *Residential Zones.* Community Gardens are administratively permitted within all residential zoning districts.

b. *Commercial Zones.* Community Gardens are administratively permitted within all commercial zoning districts.

c. *Mixed-Use Zones.* Community Gardens are administratively within all mixed-use zoning districts.

d. *Industrial Zones.* Community Gardens are administratively permitted within the BP, IP and IL zoning districts. Within the IG and IH zoning districts, Community Gardens shall be prohibited as a permanent use of land; however, the use may be administratively permitted as an interim land use on undeveloped or underdeveloped properties

e. *Specialized Use Zones.* Community Gardens are administratively permitted within all specialized use and overlay zoning districts.

2. Land Use Standards. The following standards shall govern the establishment and operation of Community Gardens:

a. *General Provisions.* Community Garden approval is subject to the granting of an Administrative Use Permit filed pursuant to Section 4.03.015 (Administrative Use Permits) of the Ontario Development Code, and the requirements of this Section. The Administrative Use Permit application shall include a copy of all contract templates that will be utilized between the garden owner/manager and all garden participants. The templates shall include plot maintenance requirements, fee requirements, and any other requirements that would be imposed on the participants of the Community Garden.

b. *Development Standards for Community Gardens.* Community Gardens shall comply with the following operational standards:

(1) The on-site sale of produce for profit is strictly prohibited.

(2) The site shall be designed and maintained to ensure that water will not drain to adjacent properties or the public right-of-way.

(3) The site will be designed and maintained to prevent dust and other fugitive particles from leaving the Community Garden.

(4) Community Gardens shall not use non-organic pesticides or herbicides.

(5) The site shall be designed and maintained to prevent the uninhibited growth of weeds and the accumulation of debris.

(6) Permanent open fencing shall be provided around the perimeter of a Community Garden, such as chainlink, and shall be consistent with the fencing standards of the zoning district in which the Community Garden is located. Furthermore, fenced Community Gardens shall have at least one access gate, and fencing shall be affixed to the ground with steel posts anchored in a concrete footing.

(7) A landscape screen may be provided along street frontages through the use of vines or espalier fruit trees to provide an attractive visual buffer from the public right-of-way.

(8) A minimum 4-FT wide walkway shall be provided from the public right-of-way to the Community Garden. The walkway shall be clearly marked and made from a decorative compacted material, such as decomposed granite, or a decorative pervious surface, such as concrete pavers.

(9) Refuse storage containers, serviced by the City, shall be provided and screened from the public right-of-way. The requirement and placement of storage containers shall be determined by the City during the Administrative Use Permit review process.

(10) Any storage area for tools, equipment and other materials shall be enclosed and located outside of designated front yard and street side yard setback areas. Storage buildings shall not exceed 120 SF in area and 14 FT in height. The use of metal shipping containers shall not be permitted.

(11) A water meter and hose bibs shall be provided for the site and shall be consistent with all applicable landscape regulations. Standard water rates will be applied to Community Gardens.

(12) The hours of operation shall be limited to the hours between 7:00 AM and dusk, or as set forth in the Administrative Use Permit for the Community Garden. The property should be locked and secure during non-operating hours.

(13) Lighting for the site shall be reviewed and approved by the Planning and Police Departments. Light shall be for general security and not for nighttime operations.

(14) Maintenance of the Community Gardens shall not involve the use of commercial or industrial grade machinery and powered equipment without prior approval by the City's Planning Department (only mechanical equipment designed for household use should be used). The use of tractors, excavators, etc., may be limited by the Administrative Use Permit issued for the Community Garden.

(15) Approval by a homeowner or property owner association (if any) shall be provided prior to the issuance of an Administrative Use Permit for a Community Garden.

c. *Composting*. The composting of site-generated refuse is an excellent method for providing sustainable fertilization of Community Gardens. Materials from off-site sources shall be limited to green waste (no manure from off-site sources shall be used for composting purposes). Facilities that choose to engage in composting shall provide a Composting Plan with their Administrative Use Permit application (required pursuant to Subparagraph E.2.a (General Provisions) of this Section), and shall comply with each of the following standards:

(1) A compost pile and composting facilities shall be located at least 20 FT from any interior property line and shall not be located within any front or street side yard setback area.

(2) A compost pile shall be located at least 50 FT from any habitable structure.

(3) A compost pile and composting facilities shall be screened and/or hidden from public view and shall not exceed 5 FT in height.

(4) Composting activities shall be conducted in a manner that does not create a nuisance (generation of noise, odors, insects, etc.) nor impact the public health, safety or welfare of the area surrounding the Community Garden, and/or Community Garden participants.

(5) The scale of the composting activity shall be consistent with the fertilizer requirements for the Community Garden the composting activity is intended to serve.

d. *Community Garden On-Site Produce Sales.*

(1) An On-Site Produce Sales Stand may be permitted by issuance of the Administrative Use Permit for the Community Garden.

(2) An On-Site Produce Sales Stand shall be operated by a non-profit organization and are intended to be small in scale and designed to benefit residents and businesses immediately surrounding the Community Garden. Furthermore, On-Site Produce Sales Stands may be used as a marketing tool to encourage new Community Garden participants, and to offset the costs of maintaining and operating a Community Garden. Community Gardens that choose to operate an On-Site Produce Sales Stand shall submit a Produce Sales Stand Operation Plan with their Administrative Use Permit application.

(3) An On-Site Produce Sales Stand established and operated in conjunction with a Community Garden shall comply with each of the following standards:

(a) The produce sales stand shall be located on the same site as the Community Garden established pursuant to this Section.

(b) At least 51 percent of the produce sold at the produce sales stand shall be grown on-site or at other Community Gardens located within the City, which have been established pursuant to this Section. The balance of the produce sold at the stand may be grown outside the City, at a facility holding a County Certified Producer Permit.

(c) All proceeds from the produce sales stand shall directly benefit the Community Garden program; however, a nominal amount of proceeds, not to exceed 10 percent of gross revenues, may be used to supplement the overhead costs of the non-profit organization that operates the sales stand.

(d) The applicant shall provide information on the non-profit organization that will operate the garden and shall include a copy of the Internal Revenue Service 501(c)(3) non-profit status form.

(e) The non-profit organization operating the produce sales stand shall be responsible for obtaining all necessary food and health licenses, and permits issued by the State and County.

(f) One produce sales stand shall be permitted on lots greater than 20,000 SF in area. The floor area of the stand shall not exceed 120 SF, and it shall not have a permanent foundation.

(g) The produce sales stand shall be removed by the property owner(s), at their expense, upon termination of the host Community Garden.

(h) The produce sales stand shall not be located within a public right-of-way.

(i) The produce sales stand shall be setback a minimum of 20 FT from any street property line (public right-of-way), or side or rear property line.

(j) The off-street parking area for the produce sales stand shall be improved with compacted gravel or other material approved by the City, to control dust and erosion, and provide an all-weather driving surface.

(k) Adequate provision for traffic circulation, off-street parking, and pedestrian safety shall be provided to the satisfaction of the Planning Director and City Engineer.

F. Urban Farms. Urban Farms are smaller-scale private farming operations in which plants and their products are grown and sold (on-site and/or off-site) for profit. Urban Farms include, but are not limited to, strawberry fields, flower and vegetable raising orchards, and vineyards. Additionally, Urban Farms may include items grown or produced as an ancillary activity to established land uses, such as, but not limited to, food service uses, including restaurants and special food services. Items not grown or produced on-site shall not be sold on-site, except in conjunction with an allowed retail store. (Note: An Urban Farm may be established and operated ancillary to a Community Garden pursuant to Subsection E (Community Gardens) of this Section.)

1. Allowed Activities/Facilities. Urban Farms are allowed as an interim land use on vacant or underdeveloped property, and as an ancillary activity to established food service uses, including but not limited to restaurants and special food services that grow spices, seasonings, or produce on-site, for use in their business operations. Plants and their products grown on-site may be sold on-site and/or off-site. Allowed activities/facilities are as follows:

a. *Residential Zones.* Urban Farms are administratively permitted within all residential zoning districts, as an interim land use on vacant lands.

b. *Commercial Zones.* Urban Farms are administratively permitted within all commercial zoning districts, as an interim land use on vacant lands, or as an ancillary activity to a legally established food service use.

c. *Mixed-Use Zones.* Urban Farms are administratively within all mixed-use zoning districts, as an interim land use on vacant lands, or as an ancillary activity to a legally established food service use.

d. *Industrial Zones.* Urban Farms are administratively permitted within all industrial zoning districts, as an interim land use on vacant or underdeveloped lands.

e. *Specialized Use Zones.* Urban Farms are administratively permitted within specialized use and overlay zoning districts, except within the MHP zoning district, wherein the land use is prohibited.

2. Land Use Standards. The following standards shall govern the establishment and operation of Urban Farms:

a. *General Provisions.* Urban Farm approval is subject to the granting of an Administrative Use Permit filed pursuant to Section 4.03.015 (Administrative Use Permits) of this Development Code, and the requirements of this Section.

b. *Operational Standards.* The following standards shall govern the establishment and operation of Urban Farms:

(1) An Urban Farm may sell plants and produce grown on-site in compliance with the "On-Site Produce Sales Stands" (see Subsection G of this Section) standards listed below.

(2) An Urban Farm shall be designed and maintained to ensure that irrigation and storm water will not drain to adjacent properties or the public right-of-way.

(3) An Urban Farm shall be designed and maintained to prevent dust and other fugitive particles from leaving the site.

(4) An Urban Farm shall be designed and maintained to prevent the uninhibited growth of weeds and the accumulation of debris.

(5) A fence may be required around the perimeter of an Urban Farm, as set forth by the Administrative Use Permit. Fencing shall comply with the standards of the zoning district in which the Urban Farm is located. Fencing located adjacent and parallel to a street shall be of an open design to allow for views into the site, shall have at least one access gate. Fences shall be affixed to the ground with steel posts anchored in a concrete footing.

(6) A landscape screen may be required along street frontages, as set forth in the approved Administrative Use Permit, through the use of vines or espalier fruit trees, to provide an attractive visual buffer from the public right-of-way.

(7) Refuse storage containers, serviced by the City, shall be provided and screened from the public right-of-way. The requirement and placement of storage containers shall be determined by the City during the Administrative Use Permit review process.

(8) A storage area for tools, equipment and other materials shall be enclosed and located outside of designated front yard and street side yard setback areas. Storage buildings shall not exceed 120 SF in area and 14 FT in height.

(9) A water meter and appropriate hose bibs shall be provided for the site and shall be consistent with all applicable landscape regulations.

(10) The hours of operation shall be limited to the hours between 7:00 AM and dusk, or as set forth in the Administrative Use Permit.

(11) Lighting for the site shall be reviewed and approved by the Planning and Police Departments. Light shall be for general security and not for nighttime operations.

(12) The use of commercial grade machinery and powered equipment, such as tractors, tillers, or excavators, may be limited by the Administrative Use Permit, based upon the Urban Farm location and its proximity to, and impact on, neighboring sensitive land uses.

(13) Approval by a homeowner or property owner association, if any, shall be provided prior to the issuance of an Administrative Use Permit for an Urban Farm.

c. *Composting.* The composting of site-generated refuse is an excellent method for providing sustainable fertilization of Urban Farms. Facilities that choose to engage in composting shall provide a Composting Plan with their Administrative Use Permit application (required pursuant to Subparagraph F.2.a (General Provisions) of this Section), and shall comply with the composting standards set forth in the "Community Gardens" requirements (see Subparagraphs E.2.c(1) through (5) of this Section).

d. *Urban Farm On-Site Produce Sales Stands.*

(1) An On-Site Produce Sales Stand may be permitted by issuance of the Administrative Use Permit for the Urban Farm.

(2) An On-Site Produce Sales Stand established and operated in conjunction with an Urban Farm shall comply with all of the following standards:

(a) The produce sales stand shall be located on the same site as the Urban Farm it serves.

(b) The operator of the produce sales stand shall be responsible for obtaining all necessary food and health licenses, and permits issued by the State and/or County.

(c) The produce sales stand shall only be used for the retail sales of plants or products that are grown on-site.

(d) One produce sales stand shall be permitted on lots greater than 20,000 SF in area. The floor area of the stand shall not exceed 120 SF, and it shall not have a permanent foundation.

(e) The produce sales stand shall be removed by the property owner(s), at their expense, upon termination of the host Community Garden or Urban Farm.

(f) The produce sales stand shall not be located within a public right-of-way.

(g) The produce sales stand shall be setback a minimum of 20 FT from any street property line (public right-of-way), or side or rear property line.

(h) The off-street parking area for the produce sales stand shall be improved with compacted gravel or other material approved by the City, to control dust and erosion, and provide an all-weather driving surface.

(i) Adequate provision for traffic circulation, off-street parking, and pedestrian safety shall be provided to the satisfaction of the Planning Director and City Engineer.

5.03.415: Waste Treatment and Disposal—Composting and Anaerobic Digestion Facilities

The following standards shall govern the establishment and operation of composting and anaerobic digestion facilities:

A. Any new Dairy for which a Conditional Use Permit is required, shall not be located within 100 FT, as measured in a straight line from any point along the outer boundaries of the property or lease space containing the use, to any residentially zoned property or sensitive land use, including hospitals and other healthcare facilities; senior citizen care facilities; preschools; daycare facilities; public or private elementary, middle (junior high) or high schools; public parks; recreation centers; sports parks; or any similar facility where minors (persons under 18 years of age) regularly congregate.

B. A Manure Only Composting Facility shall not be located within 0.25-mile, as measured in a straight line from any point along the outer boundaries of the property or lease space containing the use, to any residentially zoned property or sensitive land use, including hospitals and other healthcare facilities; senior citizen care facilities; preschools; daycare facilities; public or private elementary, middle (junior high) or high schools; public parks; recreation centers; sports parks; or any similar facility where minors (persons under 18 years of age) regularly congregate.

C. A Green Waste or combination Green Waste and Manure Composting Facility shall not be located within 0.50 mile, as measured in a straight line from any point along the outer boundaries of the property or lease space containing the use, to any residentially zoned property or sensitive land use, including hospitals and other healthcare facilities; senior citizen care facilities; preschools; daycare facilities; public or private elementary, middle (junior high) or high schools; public parks; recreation centers; sports parks; or any similar facility where minors (persons under 18 years of age) regularly congregate.

D. A 100-FT setback shall be maintained between a project's perimeter property line and any material being composted or anaerobic digester on the project site.

E. A Conditional Use Permit application for a Composting or Anaerobic Digestion Facility shall be submitted with a traffic study, which analyzes the impacts of project generated truck traffic on traffic from residential development in the area and the surrounding roadway system, and recommends measures to mitigate identified impacts to a level of non-significance and appropriate routes to freeways.

F. The following shall be considered for inclusion as conditions of approval, as appropriate, for any Composting or Anaerobic Digestion Facility requiring Conditional Use Permit approval:

1. Maintain good air flow through the compost material;

2. Turn compost based on temperature, not a schedule;

3. Restrict material movement to times when the potential for winds are low and general population is least (i.e., when people are indoors or away from their homes, and not on weekends);

4. Minimize disturbance of dusty areas by equipment;

5. Minimize dust by adding moisture to material when moving or turning, and regularly water dirt roadways, dry material, and unused areas;

6. Berms (defined as earthen mounds constructed along the perimeter of a composting site to minimize sight into the property and reduce debris from blowing off-site) shall be maximum 15 FT in height, and in no case higher than the allowed material rows;

7. Berms shall be set back minimum 10 FT behind a street property line and minimum 5 FT from all other property lines, or one-half the height of the berm, whichever is greater;

8. Berms shall be comprised primarily of soil, and shall have a slope not to exceed a 2:1 ratio (horizontal to vertical (h:v)). Berms can be as steep as 1.5:1, if properly evaluated, with appropriate calculations, by the City Engineer; and

9. The surface of the outside portions of the slopes (facing a public street) should have properly installed and maintained landscaping or hydro seeding with jute matting to prevent erosion or sloughing.

5.03.420: Wireless Telecommunications Facilities

The following regulations shall govern the establishment and operation of wireless telecommunications facilities:

A. Review of Wireless Telecommunications Facilities. All applications for wireless telecommunication facilities are subject to a 3-tier review process established by this Section. The Planning Director shall have the discretion to determine the design and level of review requirements for projects proposed in specific plan areas, based upon the similarity of the specific plan's land use designation to the citywide zoning districts.

1. Tier 1 Review. The following applications for wireless telecommunications facilities shall be reviewed and acted upon utilizing the Building Department's plan check review process:

a. A wireless telecommunications facility integrated into a building/structure design;

b. A roof-mounted wireless telecommunications facility that is less than 10 FT in height, which is architecturally screened from view and is located within a nonresidential zoning district;

c. The establishment of small cell wireless telecommunications facilities, which conform to the following conditions:

(1) Small cell wireless telecommunications facilities should be attached to existing City light standards; however, if new or replacement light standards are necessary, concrete of steel poles shall be used, which match poles in the surrounding area and is consistent with current City standards. The use of new or existing wood poles shall not be permitted.

(2) Small cell wireless telecommunications facilities shall be limited to single-carrier facilities.

(3) All transmission equipment, excluding antennas and remote radio units, shall be placed underground, to the extent possible, in a manner consistent with City regulations. To the extent that the project proponent determines that all transmission equipment cannot be placed underground, the project proponent shall provide written supporting justification to the City, which excludes the cost of equipment undergrounding, for review and approval by the Planning Director and City Engineer.

(4) Small cell wireless telecommunications facilities shall be erected to a height no greater than the height of surrounding light standards, not to exceed a total of 35 FT, including antennas, lightning rods, or other extensions.

(5) Supporting equipment, such as cabling and conduits, shall be concealed within the pole so as not to be visible to the public. All other equipment such as antennas, enclosures, brackets, equipment boxes, etc., shall be painted to match pole.

(6) A Small Cell Wireless Telecommunications Facilities Agreement by and between the City and the project proponent shall be prepared, and reviewed and approved by the City Council, prior to encroachment permit issuance by the City for the installation of small cell telecommunications facilities.

d. The alteration or expansion of existing wireless telecommunications facilities, or collocation of additional facilities with an existing wireless telecommunications facility, in any zoning district, that does not exceed the below-listed thresholds, the calculation for which shall be cumulative over time, following the initial approval of the telecommunications facility:

(1) The height of the existing antenna array is increased by no more than 20 percent or 20 FT, whichever is greater; however, no such increase in height shall be permitted to exceed the maximum height limit prescribed in this Section;

(2) The existing facility is increased by no more than 4 new equipment cabinets;

(3) The new facility will not have an additional protrusion more than 20 percent greater than the existing tower width; and

(4) Installation of the new facility will not require excavation outside existing leased or owned property and current easements. The calculation for such modifications shall be cumulative over time following the initial approval of the telecommunications facility. No such modification shall be permitted if the antenna array will exceed the maximum height prescribed by this Section (refer to Subparagraphs E.6.a and E.6.b of this Section).

2. Tier 2 Review.

a. A proposed wireless telecommunications facility meeting each of the following criteria shall require Development Plan approval pursuant to Section 4.02.025 (Development Plans) of this Development Code:

(1) The facility is located within a nonresidential zoning district;

(2) The facility is more than 500 FT from a residential zoning district, as measured in a straight line from any point along the outer boundaries of the property containing the wireless telecommunications facility;

(3) The facility complies with all development standards of this Section and the applicable zoning district;

(4) The facility is of a stealth design so as not to be recognized as a telecommunications facility; and

(5) All support equipment to the proposed facility is located within a completely enclosed structure or is otherwise screened from public view.

b. A new wireless telecommunications facility proposed within a nonresidential zoning district, which is to be collocated with an existing wireless telecommunications facility and complies with all development standards of this Section and the applicable zoning district, shall be reviewed and acted upon by the Development Advisory Board.

3. Tier 3 Review. A proposed wireless telecommunications facility meeting one or more of the following criteria shall require Development Plan approval pursuant to Section 4.02.025 (Development Plans) of this Development Code:

a. Wireless telecommunications facilities not meeting the above-stated Tier 1 or Tier 2 review criteria;

b. Wireless telecommunications facilities located 500 FT or less (as measured in a straight line from any point along the outer boundaries of the property containing the wireless telecommunications facility) from a residential zoning district;

c. All nonstealth wireless telecommunications facilities;

d. Wireless telecommunications facilities proposed in the AG Overlay District, excepting those facilities meeting the Tier 1 review criteria, above. In addition to requiring Development Plan approval, wireless telecommunications facilities proposed in the AG Overlay District shall also require Conditional Use Permit approval pursuant to Table 5.02-1 (Land Use Matrix) and Paragraph C.1.f (Conditionally Permitted Uses) of Section 6.01.035 (Overlay Zoning Districts) of this Development Code;

e. Wireless telecommunications facilities creating more than a minimal visual impact on surroundings, as determined by the Planning Director. In determining whether more than a minimal visual impact exists, the Planning Director shall consider the facility's location and size, the view of the facility from the public street and neighboring properties, and the contrast between the facility and other external structural equipment. The applicant may be required to perform tests that would replicate the height of a proposed facility in order to adequately assess potential visual impacts;

f. Wireless telecommunications facilities located within line-of-sight of any scenic corridor identified by the Policy Plan component of The Ontario Plan; and

g. Wireless telecommunications facilities that include a request for an increase in height, which exceeds the maximum height provisions established by Paragraph E.5 of this Section. The Reviewing Authority may consider an increase in height if the strict application of Paragraph E.5 of this Section would prevent a provider of wireless telecommunications services from attaining adequate coverage to a service area due to practical difficulties beyond the control of the service provider. The service provider shall clearly demonstrate the nature of the problem, and that no other reasonable alternative is available to provide adequate coverage to the service area.

B. Additional Submittal Requirements.

1. In addition to the general submittal requirements for plan checks, wireless telecommunication facilities requiring Development Plan and/or Conditional Use Permit approval shall provide the plans and information required by the *Minimum Filing Requirements Checklist* and the *Plan Preparation Guidelines and Minimum Plan Contents Checklist* of the General Application Packet.

2. The City may contract with an independent radio frequency engineering consultant, or other qualified professional with knowledge and expertise regarding wireless telecommunication systems, to verify applicant's technical assertions. Such verification may include, but is not limited to, issues related to transmission coverage requirements, required height of facilities, technical limitations related to collocating facilities, evaluation of new technologies that are available and the potential for interference with other facilities, such as public safety radio communications systems. All costs associated with verification shall be borne by the applicant.

C. Performance Standards for Wireless Telecommunications Facilities. The operator of a wireless telecommunications facility and/or the owner of the property upon which the facility is located is responsible for compliance with the following:

1. No existing or future wireless telecommunications facility shall interfere with any public safety radio communications system including but not limited to the 800 MHz radio system operated by the West End Communication Authority (WECA), which provides public safety

communications during emergencies and natural disasters. Pursuant to GC Section 38771, a violation of this standard constitutes a public nuisance.

2. If any wireless telecommunications facility is found to interfere with a public safety radio communications system, or any system facilitating the transmission or relay of voice or data information for public safety, the carrier and/or property owner shall immediately cease operation of the radio channel(s) causing system interference. Operation of an offending wireless telecommunications facility shall only be allowed to resume upon removal, or other resolution, of the interference, to the satisfaction of the City.

Any request for an increase in antenna height that would exceed the maximum height provisions established by Paragraph E.6 of this Section in order to resolve interference conflicts with a public safety radio communications system, shall only be considered by the City after the facility operator and/or property owner have sufficiently demonstrated that all feasible methods of eliminating the conflict have been considered.

3. A wireless telecommunications facility, including poles, antennas, materials used to camouflage or stealth the facility, and equipment buildings and enclosures, shall be maintained in a manner so as to ensure that the facility will maintain its original appearance. In the event that over time, with exposure to wind, rain, sunlight, etc., any part of the facility begins to flake, pit, fade, discolor, disintegrate, or otherwise not maintain its original appearance as initially constructed, as determined by the Planning Director, it shall be repaired/replaced at the sole expense of the carrier.

4. The inspection and approval of a wireless telecommunications facility shall be received from the Planning Department prior to Building Department final inspection and the establishment/release of permanent electrical power to the facility.

5. Wireless telecommunications facilities, including landscaping and surface areas, shall be continuously maintained free of weeds, debris, litter, and temporary signage. All graffiti shall be removed from the premises within 48 hours of discovery.

D. Location Guidelines and Criteria. All applications for wireless telecommunications facilities are subject to the following location guidelines and criteria:

1. The preferred order of location for wireless telecommunications facilities is: industrial zoning districts, followed in descending order by commercial, mixed-use, and residential zoning districts. If proposed within an established specific plan area, the preferred order of location, listed in descending order, is:

a. Industrial zoning/land use districts;

b. Business park zoning/land use districts;

c. Commercial zoning/land use districts;

d. Mixed Use zoning/land use districts; and

e. Residential zoning/land use districts.

2. Wireless communications facilities located within residential zoning districts shall be allowed only in conjunction with a nonresidential land use, such as, but not limited to, a church, fire station, park, or school.

3. Wireless telecommunications facilities may be located in close proximity to each other; provided, they utilize a stealth design, meet the height requirements of this Section, and are compatible with surrounding development. Wireless telecommunication facilities that are nonstealth in design shall be located a minimum of 1,000 FT from any other nonstealth wireless telecommunication facility, as measured in a straight line from any point along the outer boundaries of the property containing the wireless telecommunications facility.

4. Wireless telecommunication facilities shall not be located within any front or street side setback area.

5. Wireless telecommunications facilities shall not be located so as to create a nonconforming condition, such as reductions in parking, landscaping, loading zones or other applicable development standards.

6. Wireless telecommunications facilities shall be located where existing vegetation, structures, and/or topography provide the greatest amount of screening. Where insufficient screening exists, additional screening shall be provided through the installation of dense landscaping, installation of enhanced architectural treatments, or relocation of the facility so that the massing of existing buildings or vegetation will provide adequate screening. Support structures shall be constructed of galvanized steel and painted an unobtrusive color to neutralize and blend with surroundings or be of a stealth design.

E. **Development Standards.** It is a goal of the City that wireless telecommunications facilities be developed in harmony with the surrounding environment so as to be as unobtrusive as possible. This is especially true when located in visually prominent locations (e.g., along major thoroughfares, at entry points into the City, near high activity areas, etc.). The following guidelines are intended to ensure that the design of wireless telecommunications facilities is compatible with the community:

1. Wireless telecommunications facilities should:

a. Be collocated with another facility, where possible;

b. Be stealth in design, or building/structure or roof mounted as an integral architectural element on an existing structure; and

c. Utilize state-of-the-art wireless technology.

2. Wireless telecommunications facilities shall meet all applicable zoning and setback regulations of the zoning district in which they are located.

3. Wireless telecommunications facilities shall be installed and maintained in full compliance with all Federal, State and local codes and standards.

4. All proposed nonstealth facilities shall be designed to accommodate co-location of 2 or more service providers. To the extent possible, stealth facilities shall also be designed to accommodate co-location of facilities.

5. The height of wireless telecommunications facility support structures shall be the minimum necessary to provide adequate user coverage; however, an antenna or its support structure shall not exceed the maximum allowed height for wireless telecommunications facilities set forth below, except as provided for in Subparagraph A.3.f of this Section. The height of stealth design "tree" monopoles shall be measured to the top of the antenna arrays, with the branches/fronds extending above antenna arrays, to create a natural appearance.

6. The maximum height for wireless telecommunications facilities shall be as follows:

a. Freestanding single-carrier facilities shall not exceed 55 FT in height;

b. Freestanding collocated facilities (two or more carriers) shall not exceed 75 FT within the IL (Light Industrial), IG (General Industrial), and IH (Heavy Industrial) zoning districts, and 65 FT in height within all other zoning districts; and

c. Roof-mounted or building-mounted facilities shall not exceed 10 FT above the height of the building.

7. Prior to the issuance of a building permit for a wireless telecommunications facility, the carrier shall submit a Federal Aviation Administration determination for the proposed facility. Safety lighting or colors, if prescribed by the City or other approving agency, such as the Federal Aviation Administration, may be required for support structures.

8. Wireless communications facilities located within residential zoning districts shall be of stealth design.

9. All accessory equipment associated with the wireless telecommunications facility shall be screened from public view by a decorative fence, wall, landscaping, berming or a combination thereof, or shall be located within a building, enclosure or underground vault, which is designed, colored and textured to match the architecture of adjacent buildings or blend in with surrounding development.

10. All utilities associated with wireless telecommunications facilities shall be undergrounded. Cable connections from equipment structures to any antennae shall not be visible by the public.

11. The design of stealth wireless telecommunications facilities shall be compatible with the surrounding neighborhood. Stealth designs include building mounted designs and freestanding designs. Examples of building mounted designs include architecturally screened roof mounted facilities, facilities attached to a building/structure, bell towers, clock towers, or steeples, installation behind false windows, or other types of architectural features that are designed to camouflage the facility and are integrated into the building design. Examples of stealth freestanding wireless telecommunications facilities include facilities that are camouflaged as freestanding signage, flagpoles, light poles, or "tree" monopoles (such as "monopalms" and "monopines") that are blended with groupings of real trees. The use of "monopalms" should not be the default design if no other live palms are within the immediate surroundings. Wireless telecommunications facilities may be designed as, or within, a piece of public art or a historical monument for public benefit.

12. The use of whip and/or microwave dish antennas shall be permitted only if integrated into the design of a structure and/or if fully screened from public view.

13. Chainlink fencing is not permitted for containment of wireless telecommunications facilities, unless the fencing is located in the interior side or rear portion of property and is out of public view.

14. The use of lattice-type telecommunications towers shall not be permitted within the City.

15. Planning Department approval shall be received prior to any modification or addition to any existing wireless telecommunications facility.

16. Stealth wireless telecommunications facilities utilizing a flagpole monopole design shall comply with the following:

a. The flag to be placed on the flagpole monopole shall be proportionate in size to the height and diameter of the pole and shall be maintained at all times and replaced when needed due to weathering, as determined necessary by the Planning Director.

b. Only the National, State, County or City flags shall be flown on the flagpole. A flag shall be flown on the flagpole at all times, which shall be properly lighted.

c. Covers concealing antenna arrays shall be painted to match the flagpole.

17. Stealth wireless telecommunications facilities utilizing a monopine design shall comply with the following:

a. The branch count shall be a minimum of 3 branches per lineal FT of trunk height. Branches shall be randomly dispersed and of differing lengths to provide a natural appearance.

b. Simulated bark shall extend the entire length of the pole (trunk), or the branch count shall be increased so that the pole is not visible.

c. Branches and foliage shall extend beyond an antenna array a minimum of 2 FT horizontally and 7 FT vertically, in order to adequately camouflage the array, antennas and bracketry. In addition, antennas and supporting bracketry shall be wrapped in artificial pine foliage.

d. The size and spread of antenna arrays shall be the minimum necessary to ensure that they are adequately camouflaged.

e. A minimum of 2 live pine trees shall be planted for each proposed monopine, which shall have the same growth habit as the pine tree being simulated by the monopine and shall be in scale with the height of the monopine. The pine trees may be planted adjacent to the proposed monopine, or elsewhere on the site as deemed appropriate by the Planning Director. The planting of additional trees and tree species may be required for larger project sites.

18. Stealth wireless telecommunications facilities utilizing a monopalm design shall comply with the following:

a. All antennas shall be fully concealed within a "pineapple ball" (also referred to as "growth ball" or "terminal bud ball") located at the end of the trunk. Furthermore, all wires

and connectors shall be fully concealed within the trunk, and all unused ports (for co-location) shall have covers installed.

b. Simulated bark shall extend the entire height of the pole (trunk).

c. A minimum of 2 live palm trees shall be planted for each proposed monopalm, which shall have the same growth habit as the type of palm tree being simulated by the monopalm and shall be in scale with the height of the monopalm. The palm trees may be planted adjacent to the proposed monopalm, or elsewhere on the site as deemed appropriate by the Planning Director. The planting of additional trees and tree species may be required for larger project sites.

19. A sign measuring 2 FT high by 2 FT wide shall be posted at the exterior entrance of wireless telecommunications facilities, and clearly visible to the public, identifying the carrier(s) and contact telephone number(s) for reporting emergency and maintenance issues.

5.03.425: Work/Live Units

A. Purpose. The purpose of this Section is to provide for, and make feasible, the construction of new buildings, and the reuse of existing buildings, for joint work/live units occupied by artists, artisans, professionals, and similarly situated individuals, as contemplated by HSC Section 17958.11.

B. Applicability. Work/live units shall be allowed pursuant to the provisions of this Section, within the zoning districts designated in Table 5.02-1 (Land Use Matrix) as permitting "work/live units."

C. Definitions. As used in this Section, the following words, terms, and phrases are defined as follows:

1. Adaptability. The capability of altering or adding to certain building spaces, and/or elements such as kitchen counters, sinks, and grab bars, so as to accommodate the needs of persons with or without disabilities or to accommodate the needs of persons with different types or degrees of disabilities.

2. Artist or Artisan. One whose works are subject to aesthetic criteria. An individual who practices one of the fine arts, who works in one of the performing arts including music, or whose trade or profession requires a knowledge of design, drawing, painting, sculpting, writing or similar trades such as the creative and/or applied arts. This definition specifically does not include tattoo applicators, and designers/fabricators of drug and tobacco paraphernalia/accessories.

3. Commercial Building Use. An occupation, employment, or enterprise that is carried on for profit by the owner, lessee, or licensee.

4. Industrial Building Use. A use engaged in the basic processing and manufacturing of materials or products predominantly from extracted or raw materials.

5. Listed or Listing. Terms referred to equipment and materials that are shown in a list published by an approved testing agency qualified and equipped for experimental testing and maintaining an adequate periodic inspection of current productions, and which listing states that the material or equipment complies with accepted national standards that are approved, or standards that have been evaluated for conformity with approved standards.

6. Prevailing Code. The adopted federal, state, and local laws and regulations to be applied at the time of permit application.

7. Professional. One who engages in a pursuit or is active professionally in fields that include architecture, education, law, computer programming, media, and similar fields.

8. Work/Live Unit. An area comprised of one or more rooms or floors in new construction, or in a building originally designed for industrial or commercial occupancy that has been remodeled, which includes each of the following:

a. Cooking space and sanitary facilities;

b. Sleeping space; and

c. Assigned working space in, adjacent to, or near the unit.

D. Administration.

1. Requirements for Application.

a. An application for a work/live unit permit shall be made pursuant to the prevailing Building and Fire Codes. The application shall be accompanied by architectural drawings (drawn pursuant to standards established by the Building Official) depicting the existing uses within the building or new construction, and where the proposed work/live units will be located.

b. The Building Official shall be responsible for distributing a copy of the submitted application and architectural drawing to all affected departments for review and approval.

c. A Certificate of Appropriateness shall be required for properties that meet the State or local criteria for historic resources.

2. Work/Live Units Permit Required. No building shall be used for work/live units unless a work/live permit has first been obtained from the Building Department.

3. Building Permit Required. No building or structure regulated by this Section shall be constructed, enlarged, altered, repaired, moved, improved, removed, converted, or demolished unless a separate permit for each building, or portion thereof, has first been obtained from the Building Official.

4. Business License Requirement. No work/live unit shall be occupied without obtaining an appropriate business license pursuant to OMC Title 3 (Finance), Chapter 1 (Business License Regulations), commencing with Section 3-1.101.

5. Certificate of Occupancy.

a. *Use and Occupancy*. No work/live unit shall be used or occupied until the Building Official and the Fire Marshall have completed and approved their final inspection of the unit, and a certification of occupancy has been requested for the work/live unit. In a complex with multiple work/live units, an individual unit or units can receive final inspection(s), request a

certificate of occupancy, and be occupied, prior to all units being completed and receiving final inspection.

b. *Occupancy Violations.* Whenever any portion of a building designated as work/live is being used contrary to the provisions of this code, the Building Official may order such use discontinued within the unit or specified portion of the building. Provided the violation is not life threatening to the occupants within the building, such person shall discontinue the use within 7 days after the receipt of such notice, as prescribed by the Building Official, to make the structure, or portion thereof, comply with the requirements of this code.

E. Development Criteria. The following criteria shall be imposed upon the development of work/live units:

1. Work/live units may be located in upper stories, basements (below grade), or within the first floor of all commercial and industrial buildings.

2. Work/live developments that have frontage along Holt Boulevard or Euclid Avenue, where the City has designated a historic retail corridor, the first 20 FT of floor area depth at the street level frontage shall be devoted to pedestrian-oriented gallery, showroom, retail, or similar commercial activity, except that if the 20 FT of floor area depth exceeds 30 percent of the primary ground floor area, less than 20 FT of depth is allowed as determined appropriate by the Reviewing Authority.

3. Each work/live unit shall be provided a primary entry from common areas, such as hallways, corridors, and/or exterior portions of the building, including courtyards, breezeways, parking areas, common open spaces, and public spaces.

4. Where any unit containing a work/live occupancy is adjacent to any other unit containing a separate work/live occupancy, such units shall be separated by one-hour fire resistant floors and walls, except that if 2 or more work-live units are combined into a single suite, then the partition walls and floors do not need to be fire rated.

5. Doors opening into corridors shall be protected by 20-minute fire assemblies or solid wood doors, not less than 1.75 inches thick. Where an existing frame will not accommodate a 1.75-inch thick door, a 1.375-inch thick solid, bonded wood core door, or equivalent insulated steel door, shall be permitted. The doors shall be provided with a gasket so installed as to provide a seal where the door meets the stop on both sides and across the top.

6. The minimum area of a work/live unit shall be 700 SF. No more than 50 percent of the primary floor or level (i.e., excluding mezzanines, upper levels, and raised sleeping areas) of any individual work/live unit shall be used or arranged for residential purposes, such as a sleeping area and kitchen, except that in new construction, work/live units on upper floors, or on ground floors without public street frontage, do not have a minimum area set aside for work purposes.

7. The residential occupancy in any work/live unit shall not exceed 4 persons.

8. For the purposes of determining the minimum number of persons for which the building exiting system shall be designed, the occupant load factors prescribed by the California Building Code shall be used.

9. Each work/live unit shall have one openable window accessible for exiting, with an opening of not less than 20 inches wide by 30 inches high, or a second exit door. Any security bars

placed over required window openings shall be operable and have an opening not less than 20 inches wide by 30 inches high. Work/live units are not required to meet light and ventilation standards for habitable spaces if no life-safety hazard is created.

10. The life-safety requirements contained in the Building Code shall apply to all work/live units. For the purpose of providing a reasonable degree of life-safety for individuals occupying work/live units, the code provisions regarding dwelling units shall apply.

11. All work/live units shall be provided with single station smoke detectors, which shall receive their primary power from the building's wiring system and provided with a battery backup. Smoke detectors shall be installed pursuant to approved manufacturer's instructions and shall be mounted on the ceiling at a point centrally located in the residential portion of the unit and in each sleeping-room separated by floor to ceiling walls. In the working area of the work/live unit, one hardwired smoke detector shall be centrally located on the ceiling. Where the working area is subdivided into separate rooms by floor to ceiling walls, one smoke detector shall be installed on the ceiling of each workroom.

12. Any new commercial or industrial building developed with work/live units shall retain its industrial or commercial classification. Any building converted or partly converted to work/live units shall not be considered to have changed occupancy classification (i.e., there is no intensification of use).

13. All work/live units, including any alteration to a work/live unit, shall be required to meet the minimum life-safety standards set forth in this Section, and the following requirements:

a. Each work/live unit shall have a kitchen area consisting of a sink and garbage disposal, with ground fault interrupted circuit outlets provided.

b. Each work/live unit shall have sanitation facilities consisting of a toilet, lavatory, and shower and/or bathtub.

c. Each work/live unit shall have an approved UL listed heating system in the residential portion of the unit.

d. Habitable space shall have a dimension of not less than 7 FT.

e. Restrooms and bathrooms located on the primary floor area of a work/live unit shall be designed and equipped to be adaptable to ADA compliance, and shall include the following:

(1) 36-inch doors.

(2) Inside 60-inch diameter clear wheelchair turning radius.

(3) Water closet meeting ADA fixture specifications.

(4) Water closet with ADA clearances from adjacent walls.

(5) Walls shall include necessary blocking for the installation of ADA grab bars.

(6) Sinks shall meet ADA height and clearance specifications.

(7) All switches and outlets shall meet ADA specifications.

f. Restrooms and bathrooms located on the second level of a work/live unit (e.g., mezzanines or upper levels) can follow residential standards for bathrooms if an ADA compliant restroom is available to visitors within the building and on an accessible path of travel from the unit. Table 5.03-8 (Minimum Number of Work/Live Units to be Equipped with a Shower Adaptable for ADA Compliance), below, prescribes the number of all work/live units within the building that shall be equipped with a shower that can be adapted for ADA compliance.

Table 5.03-7: Minimum Number of Work/Live Units to be Equipped with a Shower Adaptable for ADA Compliance

Number of Work/Live Units	*Number of Units with Adaptable Showers*
Fewer Than 5 Units:	None
5 to 12 Units:	One Unit
13 to 20 Units:	2 Units
More than 20 Units:	2 Units, Plus One Unit for Each 7 Work/Live Units in Excess of 20 Units

14. Energy insulation need not be installed, nor energy audits and mitigations provided, resulting from work/live units being developed within an existing building. In addition, sound mitigations need not be provided or installed resulting from work/live units being developed within an existing building, unless otherwise required by a Conditional Use Permit. However, all new buildings shall comply with current Building Code requirements for new construction.

15. Stairways serving a mezzanine, or second level of a work/live unit, shall comply with the City's Building Code; stairs are to have an 8-inch maximum rise a 9-inch minimum run and a 30-inch minimum width. In addition, mezzanines of less than 400 SF may be accessed by spiral stairways or other similar reduced tread, open riser alternative stairways. A mezzanine can cover up to 50 percent of the primary floor area of a work/live unit without being considered a story or triggering additional exiting requirements.

16. An elevator need not be provided resulting from work/live units being developed within an existing building; however, all new buildings shall comply with current Building Code requirements for new construction.

17. Modifications that create a life-safety hazardous condition shall not be authorized by the Building Official. The Building Official shall have the power to render interpretations of this Section and to adopt and enforce rules and supplemental regulations, which are in conformance with the intent and purpose of this Section, in order to clarify the application of its provisions.

18. Existing buildings that are renovated to include work/live units shall be presumed to have adequate parking for both the renovated and unaltered portions of the building. Stalls for work/live units are not required to be covered or secured.

19. New construction of work/live units shall provide off-street parking facilities pursuant to Division 6.03 (Off-Street Parking and Loading) of this Development Code. The intent is to provide lower, flexible parking standards wherever possible and appropriate. Consideration shall be given to shared parking systems, on and off street parking resources, compatibility with historic patterns of development, and the availability of mass transit resources.

F. Conditions of Approval. The following conditions of approval shall be imposed upon any work/live units established pursuant to this Section:

1. Business hours shall be clearly posted within the main lobby area of the building containing work/live units.

2. Sales of artists' materials shall be restricted to products of the occupant and similar or related items. Sales of drug and tobacco related paraphernalia/accessories are prohibited.

3. Work/live units shall be occupied and used only by an artist, artisan, professional, or a similarly situated individual and their family, consisting of not more than 4 unrelated persons.

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Chapter 6.0:
Development and Subdivision Regulations

Division 6.01—District Standards and Guidelines
Division 6.02—Walls, Fences and Obstructions
Division 6.03—Off-Street Parking and Loading
Division 6.04—Congestion Management and Trip Reduction
Division 6.05—Landscaping
Division 6.06—Street Naming and Address Numbering
Division 6.07—Reserved
Division 6.08—Development Projects and Subdivisions
Division 6.09—Reserved
Division 6.10—Reserved
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Division 6.01—District Standards and Guidelines

Sections:

6.01.000: Purpose
6.01.005: Applicability
6.01.010: Residential Zoning Districts
6.01.015: Commercial Zoning Districts
6.01.020: Mixed Use Zoning Districts
6.01.025: Industrial Zoning Districts
6.01.030: Specialized Use Zoning Districts
6.01.035: Overlay Zoning Districts

6.01.000: Purpose

This Division addresses development standards and guidelines, to ensure that proposed development produces an environment of stable and desirable character, is compatible with existing and future development in the vicinity, and protects the use and enjoyment of neighboring properties consistent with the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan.

6.01.005: Applicability

A. New Development Projects and Land Uses. The requirements of this Chapter shall apply to all proposed development projects and subdivisions, and new land uses, except as specified in Division 3.01 (Nonconforming Lots, Uses, Structures, and Signs), and shall be considered in combination with the provisions of Division 5.03 (Standards for Specific Land Uses, Activities, and Facilities). If any provision of this Division conflicts with the standards contained in Division 5.03 (Standards for Specific Land Uses, Activities, and Facilities), the standards contained in Division 5.03 (Standards for Specific Land Uses, Activities, and Facilities) shall control.

B. Conformity with District Regulations.

1. No site or structure shall be used for any purpose or in any manner other than in conformity with the regulations of the zoning district in which the site or structure is located.

2. No structure is to be erected and no existing structure is to be moved, altered, or enlarged, except in conformity with the regulations of the zoning district in which the structure or use is located.

3. No required yard or open space area related to any structure or use shall be used, encroached upon, or reduced in any manner, except in conformity with the regulations of the zoning district in which the yard or open space is located.

4. No lot or parcel shall be reduced in area to less than the minimum area prescribed for the district in which the site is located, unless a Variance is granted pursuant to Section 4.02.020 (Departures from Development Standards) of this Development Code.

5. Any lot that is shown on a recorded map prior to November 5, 1947, and that had a legal area, width, and frontage at the time the subdivision map was recorded or the lot was legally created, may be used for an allowed land use, and shall be subject to all other regulations applicable to the zoning district in which the site is located.

6.01.010: Residential Zoning Districts

A. **Purpose.** The purpose of the provisions of this Section is to ensure that development within residential zoning districts of the City will contribute toward an urban environment of stable, desirable character; which is harmonious with existing and future development; and is consistent with the goals and policies of the Policy Plan (General Plan) component of The Ontario Plan. These regulations are further established to:

1. Assist in implementing the goals and objectives of the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan;

2. Reserve appropriate areas for residential living in a variety of dwelling types and tenures, at reasonable ranges of population densities, that will accommodate the City's future population growth;

3. Encourage the continued vitality of existing neighborhoods, and, where appropriate, encourage the revitalization of neighborhoods by the use of appropriate standards and incentives;

4. Provide a physical environment that contributes to, and enhances, the quality of life;

5. Promote stable neighborhoods that are well designed, safe, and pleasant places to live, and that contributes to the establishment of Ontario as a "complete community;"

6. Ensure adequate light, air, privacy, and open space for dwellings;

7. Establish architectural and design guidelines to encourage a high quality appearance of new and remodeled structures;

8. Establish standards ensuring that new infill residential construction is consistent with the character and fabric of existing neighborhoods, including densities, design and exterior appearance;

9. Protect residential properties from the hazards of traffic congestion, noise, fire, explosion, noxious fumes, and other hazards;

10. Facilitate the provision of public utilities and services commensurate with their need; and

11. Allow for innovative and flexible methods of implementing the goals and policies of the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan.

B. **Applicability.** The standards and guidelines established by this Section shall apply to each of the City's residential zoning districts. The provisions of this Section shall apply to all residential

land subdivision and any new residential construction, addition, remodel, or reallocation requiring a building permit or other similar entitlement by the City.

C. Development Standards. The design and development of residentially zoned properties shall comply with the following:

1. Traditional Single-Family Residential Development Standards.

a. Traditional single-family residential development projects shall comply with the requirements of Table 6.01-1 (Traditional Single-Family Residential Development Standards), which specifies development standards within the AR-2, RE-2, RE-4, LDR-5, MDR-11, MDR-18, MDR-25, and HDR-45 zoning districts.

b. Traditional single-family residential development projects consist of the construction of one or more single-family (detached) dwellings within zoning districts that allow for such development pursuant to Table 5.01-1 (Land Use Matrix) of this Development Code and which meet or exceed the minimum lot size (area and dimensions) of the affected zoning district, as prescribed in Table 6.01-1 (Traditional Single-Family Residential Development Standards) of this Division. Examples of traditional single-family residential development are contained in Figure 6.01-1A (Example Development—Traditional Single-Family Residential) and Figure 6.01-1B (Example Development—Traditional Single-Family Residential with Public Alley Access) of this Division.

2. Small Lot Traditional Single-Family Residential Development Standards.

a. Small lot traditional single-family residential development projects shall comply with the requirements of Table 6.01-2A (Small Lot Traditional Single-Family Residential Development Standards), which specifies development standards within the LDR-5, MDR-11, MDR-18, MDR-25, and HDR-45 zoning districts.

b. Small lot traditional single-family residential development projects consist of the construction of single-family (detached) dwellings in zoning districts that allow for such development pursuant to Table 5.01-1 (Land Use Matrix) of this Development Code, and which meet or exceed the minimum lot size (area and dimensions) of the affected zoning district, as prescribed in Table 6.01-2A (Small Lot Traditional Single-Family Residential Development Standards) of this Division. Examples of traditional single-family residential development are contained in Figure 6.01-2A (Example Development—Small Lot Traditional Single-Family Residential) of this Division.

3. Small Lot Alley-Loaded Single-Family Residential Development Standards.

a. Small lot alley-loaded single-family residential development projects shall comply with the requirements of Table 6.01-2B (Small Lot Alley-Loaded Single-Family Residential Development Standards), which specifies development standards within the LDR-5, MDR-11, MDR-18, MDR-25, and HDR-45 zoning districts.

b. Small lot alley-loaded single-family residential development projects consist of the construction of one or more single-family (detached) dwellings, which take garage access from a private lane/alleyway or public alley, and are located within zoning districts that allow for such development pursuant to Table 5.01-1 (Land Use Matrix) of this Development Code, and which meet or exceed the minimum lot size (area and dimensions) of the affected zoning district, as prescribed in Table 6.01-2B (Small Lot Alley-Loaded Single-Family Residential Development Standards) of this Division. An example of small lot alley-loaded single-family residential

development is contained in Figure 6.01-2B (Example Development—Small Lot Alley-Loaded Single-Family Residential) of this Division.

4. Cluster Single-Family Residential Development Standards.

a. Cluster single-family residential development projects shall comply with the requirements of Table 6.01-2C (Cluster Single-Family Residential Development Standards), which specifies development standards within the LDR-5, MDR-11, MDR-18, MDR-25, and HDR-45 zoning districts.

b. Cluster single-family residential development projects consist of the construction of 3 or more single-family (detached) dwellings, which take garage access from a private lane/alleyway or public alley, and are located within zoning districts that allow for such development pursuant to Table 5.01-1 (Land Use Matrix) of this Development Code, and which meet or exceed the minimum lot size (area and dimensions) of the affected zoning district, as prescribed in Table 6.01-2C (Cluster Single-Family Residential Development Standards) of this Division. An example of cluster single-family residential development is contained in Figure 6.01-2C (Example Development—Cluster Single-Family Residential) of this Division.

5. Multiple-Family Residential Development Standards.

a. Multiple-family (attached) residential development projects shall comply with the requirements of Table 6.01-3 (Multiple-Family Residential Development Standards), which specifies development standards within the MDR-11, MDR-18, MDR-25, and HDR-45 zoning districts.

b. Multiple-family (attached) residential development projects consist of the construction of multiple-family (attached) dwellings in zoning districts that allow for such development pursuant to Table 5.01-1 (Land Use Matrix) of this Development Code, and which meet or exceed the development standards prescribed in Table 6.01-3 (Multiple-Family Residential Development Standards) of this Division. Examples of multiple-family residential development are contained in Figure 6.01-3A (Example Multiple-Family Development—MDR-11 (5.1 to 11.0 DU/Acre) Zoning District), Figure 6.01-3B (Example Multiple-Family Development—MDR-18 (11.1 to 18.0 DU/Acre) Zoning District), Figure 6.01-3C (Example Multiple-Family Development—MDR-25 (18.1 to 25.0 DU/Acre) Zoning District), and Figure 6.01-3D (Example Multiple-Family Development—HDR-45 (25.1 to 45.0 DU/Acre) Zoning District) of this Division.

6. Nonresidential Land Uses within Residential Zoning Districts. Nonresidential land uses allowed within residential zoning districts pursuant to Table 5.02-1 (Land Use Matrix) of this Development Code shall comply with the setback requirements applicable to multiple-family developments, except as follows:

a. The minimum building setback from any exterior (front and street side) property line that abuts a street or public alley shall meet the requirements of the zoning district upon which the building is located.

b. The minimum building setback from any interior residential property line (a property line that abuts another residentially zoned property) shall be 25-FT.

c. The minimum off-street parking space, drive aisle, or driveway setback, from any exterior property line or from any interior residential property line, shall be 10-FT. Off-street parking facilities shall not be located adjacent to a Euclid Avenue property line.

Table 6.01-1: Traditional Single-Family Residential Development Standards

Requirements	Residential Zoning Districts					Additional Regulations
	AR-2	RE-2	RE-4	LDR-5	MDR-11, MDR-18, MDR-25 & HDR-45	
A. SITE DEVELOPMENT STANDARDS						
1. Density Range (minimum to maximum, in dwelling units per acre)	0 to 2.0	0 to 2.0	2.1 to 4.0	2.1 to 5.0	MDR-11: 5.1 to 11.0 MDR-18: 11.1 to 18.0 MDR-25: 18.1 to 25.0 HDR-45: 25.1 to 45.0	Notes 2, 4 & 5
2. Minimum Lot Size						
a. Minimum (in SF)	18,000	10,000		7,200	5,000	Note 1
b. Average (in SF)		18,000		8,000	6,000	
3. Maximum Lot Coverage	30%	40%		50%	60%	
4. Minimum Lot Dimensions						
a. Lot Width						
(1) Interior Lots	100 FT	70 FT		60 FT	50 FT	Note 1
(2) Corner Lots	120 FT	80 FT		65 FT	50 FT	Note 1
(3) Cul-de-Sac Lots						
(a) At Front Property Line	40 FT					Note 1
(b) At Front Building Setback	70 FT			60 FT	40 FT	Note 1
b. Lot Depth	135 FT	100 FT		75 FT	100 FT	Note 1
5. Equestrian Trails Required	Yes		No			If yes, see Section 6.01.010. G.9
6. Walls, Fences, and Obstructions	Refer to Section 6.02.020 (Design Standards for Residential Zoning Districts).					
7. Off Street Parking	Refer to Division 6.03 (Off-Street Parking and Loading).					
8. Landscaping	Refer to Division 6.05 (Landscaping) and Paragraph 6.01.010.G.6 (Landscaping).					
9. Property Appearance and Maintenance	Refer to Division 6.10 (Property Appearance and Maintenance).					
10. Historic Preservation	Certain portions of residential zoning districts are identified as historic or potentially historic and are listed on the City's Historic Resources Eligibility List. Development regulations set forth in Division 7.01 (Historic Preservation), and application processing and permitting regulations set forth in Division 4.02 (Discretionary Permits and Actions) and of this Development Code, shall apply in these instances.					
11. Signs	Refer to Division 8.1 (Sign Regulations).					
12. Security Standards	Refer to Ontario Municipal Code Title 4, Chapter 11 (Security Standards for Buildings).					

Table 6.01-1: Traditional Single-Family Residential Development Standards

Requirements	Residential Zoning Districts					Additional Regulations
	AR-2	RE-2	RE-4	LDR-5	MDR-11, MDR-18, MDR-25 & HDR-45	
13. Noise	Habitable structures shall be designed and constructed to mitigate noise levels from exterior sources. Refer to OMC, Tile 5 (Public Welfare, Morals, and Conduct), Chapter 29 (Noise).					
14. Airport Safety Zones	Properties within the Airport Influence Area (AIA) established by the LA/Ontario International Airport Land Use Compatibility Plan (ALUCP) shall be subject to the requirements and standards of the ALUCP.					
B. BUILDING DEVELOPMENT STANDARDS						
1. Minimum Setback from Street and Alley Property Lines						Note 9
a. From Freeways	20 FT					
b. From Arterial Streets	30 FT – Front For street side and rear setbacks, refer to the Collector and Local Streets standards, below.					Note 7
c. From Collector and Local Streets	30 FT		20 FT – Front 10 FT – Front Garage Other (side-on condition) 10 FT – Street Side 10 FT – Street Rear 1st Floor 20 FT – Street Rear 2nd/3rd Floor			Note 7
d. From Rear Alleys	10 FT – 1st Floor 20 FT – 2nd/3rd Floor 5 FT –Garage Entry (1st Floor Only) 10 FT –Garage Other (1st Floor Only) For side alley conditions, refer to the Interior Property Lines standards, below.					Note 8
2. Minimum Setbacks from Interior Property Lines						
a. From Side Property Lines	10 FT		5 FT			Note 3
b. From Rear Property Lines	25 FT		10 FT – 1st Floor Living Area 20 FT – 2nd/3rd Floor Living Area 10 FT – Patio Covers			
3. Minimum Separation Between Buildings	6 FT (from buildings on the same lot)					
4. Maximum Height	35 FT					
5. Minimum Setback from Major Pipelines	50 FT (to any habitable structures)					Note 6

Notes:

1. *An existing lot of record that is substandard as to minimum "lot" area and/or dimension(s) shall be granted all development rights of the zoning district in which it is located (refer to Subsection 3.01.010.B of this Development Code).*

2. *A density bonus and other incentives pursuant to GC 65915 through 65918 may be granted by the Approving Authority. Refer to Subsection 6.01.010.H (Density Bonus and Other Incentives) of this Section.*

3. *When vehicle parking is provided at the rear of a lot (whether within a garage or carport, or uncovered) that does not have alley access, a minimum 10-FT interior side building setback, which is clear of meters and mechanical equipment, shall be provided to ensure clear vehicular access to the rear of the lot.*

4. *Lots with a maximum density calculation of less than one dwelling shall be allowed the construction of one dwelling unit.*

5. *A residentially zoned lot shall be developed at no less than the minimum number of dwelling units allowed within the specified density range for the applicable zoning district, except that If, as a result of the configuration/design of a lot, the minimum residential density cannot be achieved, the lot may be developed with a maximum of one dwelling unit.*

6. *Includes major high pressure pipelines for fuel oil, gasoline, and diesel and aviation fuels within the City. Existing pipelines include:*

    a. *Two parallel pipelines (a 16-inch and a 20-inch) that enter the City at Benson Avenue, traveling parallel to the northerly side of the Southern Pacific right-of-way to Ontario International Airport, then parallel to the southerly side of the Southern Pacific right-of-way, then parallel to the northerly side of the right-of-way beyond Ontario International Airport, then exiting the City at Etiwanda Avenue; and*

    b. *Two parallel pipelines that traverse the easterly portion of the City, entering the City at the southerly portion of Milliken Avenue, then traveling north under Milliken Avenue to Inland Empire Boulevard, then east to Rochester Avenue, then north to the City Limits.*

7. *On a lot having a street adjacent rear property line (arterial, collector and local streets, only), for the purpose of wall placement, each wall shall be setback a minimum of 5 FT behind the street property line to allow for landscaping beyond any required parkway landscaping.*

8. *A traditional single-family lot shall maintain a useable rear yard area having minimum horizontal dimension of 20 FT in any direction and a clear vertical dimension of 8 FT.*

9. *The minimum setback from private streets shall be measured from a line running parallel to the street, which is located 12 FT behind face-of-curb (a.k.a., "parkway").*

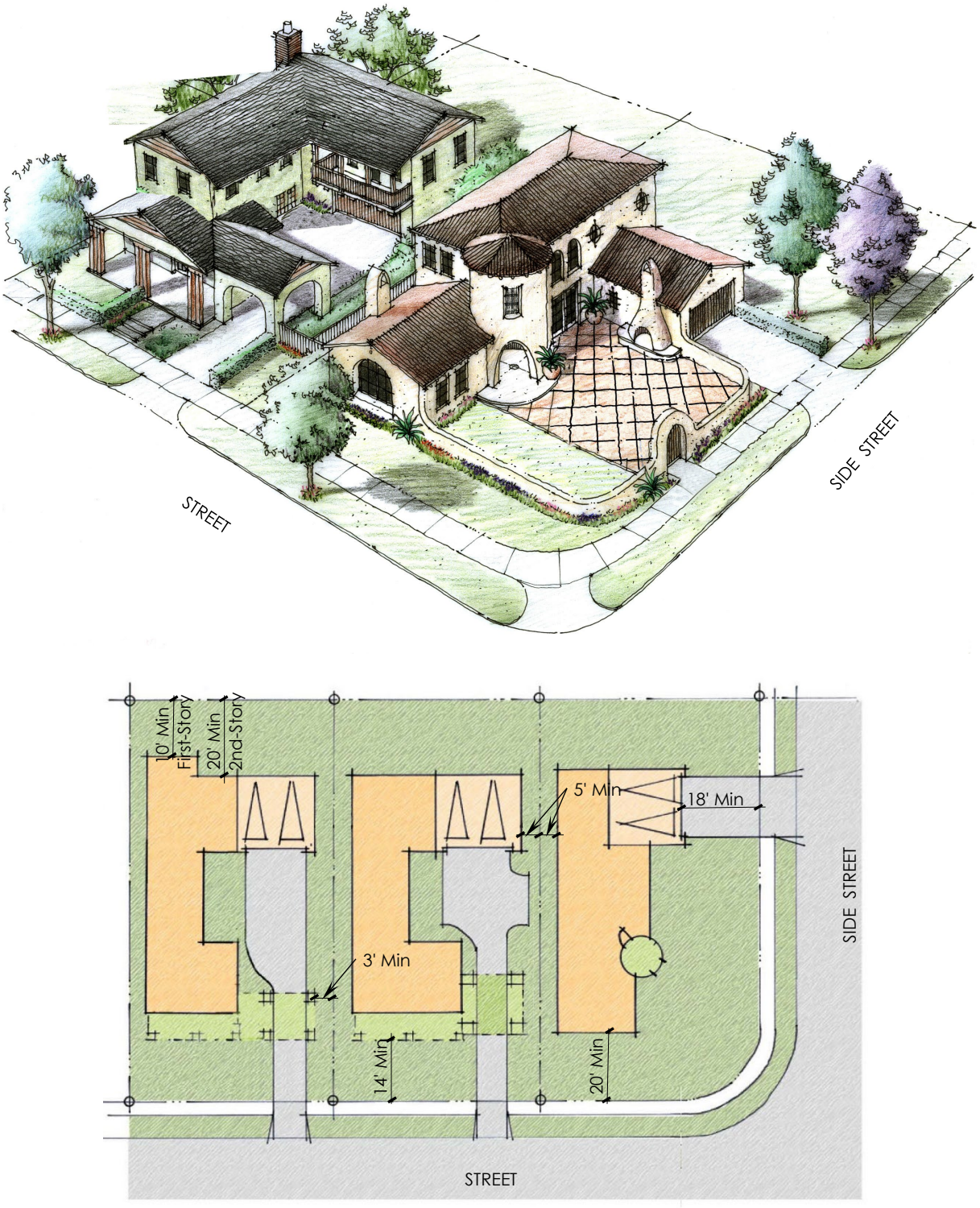


Figure 6.01-1A: Example Development—Traditional Single-Family Residential





Figure 6.01-1B: Example Development—Traditional Single-Family Residential with Public Alley Access

Table 6.01-2A: Small Lot Traditional Single-Family Residential Development Standards

Requirements	Residential Zoning Districts			Additional Regulations
	LDR-5	MDR-11	MDR-18, MDR-25 & HDR-45	
A. SITE DEVELOPMENT STANDARDS				
1. Density Range (minimum to maximum, in dwelling units per acre)	2.1 to 5.0	5.1 to 11.0	MDR-18: 11.1 to 18.0 MDR-25: 18.1 to 25.0 HDR-45: 25.1 to 45.0	Notes 2, 3 & 4
2. Minimum Project Area	One acre			Note 1
3. Minimum Lot Size	4,000 SF – Interior Lot 4,500 SF – Corner Lot		2,800 SF – Interior Lot 3,200 SF – Corner Lot	
4. Maximum Lot Coverage	55%	60%	70%	
5. Minimum Lot Dimensions				
a. Lot Width	40 FT – Interior Lots 45 FT – Corner Lots		35 FT – Interior Lots 40 FT – Corner Lots	
b. Lot Depth	75 FT		70 FT	
6. Minimum Parking Space (Uncovered), Drive Aisle, and Driveway Setbacks				
a. From Project Boundary Street Property Lines	20 FT - Freeways 30 FT – Arterial Streets 20 FT – All Other Streets			
b. From Project Boundary Interior Property Lines	5 FT			
7. Equestrian Trails Required	No			
8. Walls, Fences, and Obstructions	Refer to Section 6.02.020 (Design Standards for Residential Zoning Districts).			
9. Off Street Parking	Refer to Division 6.03 (Off-Street Parking and Loading).			
10. Open Space and Recreation Amenities	Refer to Subsection 6.01.010.E (Open Space Requirements for Small Lot Traditional and Alley-Loaded Development Projects, Cluster Single-Family Development Projects, and Multiple-Family and Mixed-Use Development Projects).			
11. Landscaping	Refer to Division 6.05 (Landscaping) and Paragraph 6.01.010.G.6 (Landscaping).			
12. Property Appearance and Maintenance	Refer to Division 6.10 (Property Appearance and Maintenance).			
13. Historic Preservation	Certain portions of residential zoning districts are identified as historic or potentially historic and are listed on the City's Historic Resources Eligibility List. Development regulations set forth in Division 7.01 (Historic Preservation), and application processing and permitting regulations set forth in Division 4.02 (Discretionary Permits and Actions) and of this Development Code, shall apply in these instances.			
14. Signs	Refer to Division 8.1 (Sign Regulations).			
15. Security Standards	Refer to Ontario Municipal Code Title 4, Chapter 11 (Security Standards for Buildings).			

Table 6.01-2A: Small Lot Traditional Single-Family Residential Development Standards

Requirements	Residential Zoning Districts			Additional Regulations
	LDR-5	MDR-11	MDR-18, MDR-25 & HDR-45	
16. Noise	Habitable structures shall be designed and constructed to mitigate noise levels from exterior sources. Refer to OMC, Tile 5 (Public Welfare, Morals, and Conduct), Chapter 29 (Noise).			
17. Airport Safety Zones	Properties within the Airport Influence Area (AIA) established by the LA/Ontario International Airport Land Use Compatibility Plan (ALUCP) shall be subject to the requirements and standards of the ALUCP.			
B. BUILDING DEVELOPMENT STANDARDS				
1. Minimum Setback from Street Property Lines				Note 7
a. From Freeways	20 FT			
b. From Arterial Streets	30 FT – Front For street side, rear, and alley setbacks, refer to the Collector and Local Streets standards, below.			
c. From Collector and Local Streets				
(1) From Street Front	14 FT – Living Area 18 FT – Garage Entry 10 FT – Other Garage (side-on condition)			
(2) From Street Side	10 FT			Note 6
(3) From Street Rear	10 FT – 1st Floor 15 FT – 2nd/3rd Floors 18 FT – Garage Entry 5 FT –Garage Other (1st Floor Only) 5 FT – Patio Covers			Note 6
d. From Alley Rear	5 FT –Garage (1st Floor Only) 10 FT – Rear 2nd/3rd Floors For side alley conditions, refer to the Interior Property Lines standards, below.			
2. Minimum Setback from Interior Property Lines				
a. From Side Property Lines	5/4 FT			Note 8
b. From Rear Property Lines	10 FT - Living Area 5 FT –Garage (1st Floor Only) 5 FT – Patio Cover to Side or Rear			
3. Minimum Separation Between Buildings	6 FT (from buildings on the same lot)			
4. Maximum Building Height	35 FT			
5. Minimum Setback from Major Pipelines	50 FT (to habitable structures)			Note 5

Notes:

1. *An existing lot of record that is substandard as to minimum "project" area and/or dimension(s) shall be permitted the development rights of the zone in which it is located, except that the maximum density shall be limited to the minimum allowed within the density range.*
2. *A density bonus and other incentives pursuant to GC 65915 through 65918 may be granted by the Approving Authority. Refer to Subsection 6.01.010.H (Density Bonus and Other Incentives).*
3. *Lots with a maximum density calculation of less than 1.00 may be developed with one dwelling unit.*
4. *A residentially zoned lot shall be developed at no less than the minimum number of dwelling units allowed within the specified density range for the applicable zoning district, except that If, as a result of the configuration/design of a lot, the minimum residential density cannot be achieved, the lot may be developed with a maximum of one dwelling unit.*
5. *Includes major high pressure pipelines for fuel oil, gasoline, and diesel and aviation fuels within the City. Existing pipelines include:*
    a. *Two parallel pipelines (a 16-inch and a 20-inch) that enter the City at Benson Avenue, traveling parallel to the northerly side of the Southern Pacific right-of-way to Ontario International Airport, then parallel to the southerly side of the Southern Pacific right-of-way, then parallel to the northerly side of the right-of-way beyond Ontario International Airport, then exiting the City at Etiwanda Avenue; and*
    b. *Two parallel pipelines that traverse the easterly portion of the City, entering the City at the southerly portion of Milliken Avenue, then traveling north under Milliken Avenue to Inland Empire Boulevard, then east to Rochester Avenue, then north to the City Limits.*
6. *On a lot having a street adjacent side or rear property line, for the purpose of wall placement, each wall shall be setback a minimum of 5 FT behind the street property line to allow for landscaping beyond any required parkway landscaping.*
7. *The minimum setback from private streets shall be measured from a line running parallel to the street, which is located 12 FT behind face-of-curb (a.k.a., "parkway").*
8. *The interior side property line setback may be reduced to 4 FT if the setback area is combined with the side setback area of the adjacent property to create a single minimum 8-FT wide outdoor use area clear of walls, thereby allowing a minimum 8–FT wide side to side building separation.*

Small Lot Traditional Single-Family Residential; 4,000/4,500 SF Lots

Small Lot Traditional Single-Family Residential; 2,800/3,200 SF Lots



Figure 6.01-2A: Example Development—Small Lot Traditional Single-Family Residential

Table 6.01-2B: Small Lot Alley-Loaded Single-Family Development Standards

Requirements	Residential Zoning Districts			Additional Regulations
	LDR-5	MDR-11	MDR-18, MDR-25 & HDR-45	
A. SITE DEVELOPMENT STANDARDS				
1. Density Range (minimum to maximum, in dwelling units per acre)	2.1 to 5.0	5.1 to 11.0	MDR-18: 11.1 to 18.0; MDR-25: 18.1 to 25.0; HDR-45: 25.1 to 45.0	Notes 2, 3 & 4
2. Minimum Project Area	One acre			Note 1
3. Minimum Project Dimensions	200 FT – Width 200 FT - Depth			Note 1
4. Minimum Lot Size				
a. Lot width	40 FT – Interior Lots 45 FT – Corner Lots		35 FT – Interior Lots 40 FT – Corner Lots	
b. Lot Depth	75 FT		70 FT	
5. Maximum Lot Coverage	55%	60%	70%	
6. Minimum Lot Dimensions	N/A			
7. Minimum Parking Space (Uncovered) and Private Street, Drive, or lane/Alleyway Setbacks				
a. From Project Boundary Street Property Lines	20 FT - Freeways 30 FT – Arterial Streets 20 FT – Other Streets			
b. From Project Boundary Interior Property Lines	5 FT			
8. Equestrian Trails Required	No			
9. Walls, Fences, and Obstructions	Refer to Section 6.02.020 (Design Standards for Residential Zoning Districts).			
10. Off Street Parking	Refer to Division 6.03 (Off-Street Parking and Loading).			
11. Open Space and Recreation Amenities	Refer to Subsection 6.01.010.E (Open Space Requirements for Small Lot Traditional and Alley-Loaded Development Projects, Cluster Single-Family Development Projects, and Multiple-Family and Mixed-Use Development Projects).			
12. Landscaping	Refer to Division 6.05 (Landscaping) and Paragraph 6.01.010.G.6 (Landscaping).			
13. Property Appearance and Maintenance	Refer to Division 6.10 (Property Appearance and Maintenance).			
14. Historic Preservation	Certain portions of residential zoning districts are identified as historic or potentially historic and are listed on the City's Historic Resources Eligibility List. Development regulations set forth in Division 7.01 (Historic Preservation), and application processing and permitting regulations set forth in Division 4.02 (Discretionary Permits and Actions) and of this Development Code, shall apply in these instances.			
15. Signs	Refer to Division 8.1 (Sign Regulations).			
16. Security Standards	Refer to Ontario Municipal Code Title 4, Chapter 11 (Security Standards for Buildings).			

Table 6.01-2B: Small Lot Alley-Loaded Single-Family Development Standards

Requirements	Residential Zoning Districts			Additional Regulations
	LDR-5	MDR-11	MDR-18, MDR-25 & HDR-45	
17. Noise	Habitable structures shall be designed and constructed to mitigate noise levels from exterior sources. Refer to OMC, Tile 5 (Public Welfare, Morals, and Conduct), Chapter 29 (Noise).			
18. Airport Safety Zones	Properties within the Airport Influence Area (AIA) established by the LA/Ontario International Airport Land Use Compatibility Plan (ALUCP) shall be subject to the requirements and standards of the ALUCP.			
B. BUILDING DEVELOPMENT STANDARDS				
1. Minimum Setback from Street Property Lines				Note 8
a. From Freeways	20 FT			
b. From Arterial Streets	30 FT			Note 5
c. From Collector and Local Streets	10 FT - Front 10 FT – Street Sides 15 FT – Street Rear			Note 5
2. Minimum Setback from Project Boundary Property Lines	10 FT – Project Boundaries 5/4 FT – Side 10 FT – Rear 5 FT – Patio Cover			Note 6
3. Minimum Setback from Private Drives	10 FT – Living Area 6 FT – Porch (Single-Story) 18 FT – Garage Entry 10 FT – Other Garage (side/rear)			Note 8
4. Minimum Setback from Private Lanes/Alleyways	10 FT – Living Area 5 FT – Garage			
5. Minimum Setback from Parking Spaces	10 FT			
6. Minimum Separations Between Buildings				
a. Dwelling Front to Front	25 FT			
b. Dwelling Front to Side	20 FT			
c. Dwelling Side to Side	10/8 FT			Note 6
d. Dwelling Rear to Rear	20 FT			
e. Garage to Garage	30 FT – Entry to Entry 30 FT – Entry to Side 10/8 FT – Side to Side 10/8 FT – Side to Rear			Note 6
7. Maximum Building Height	35 FT			
8. Minimum Setback from Major Pipelines	50 FT (to habitable structures)			Note 7

Notes:

1. *An existing lot of record that is substandard as to minimum "project" area and/or dimension(s) shall be permitted the development rights of the zone in which it is located, except that the maximum density shall be limited to the minimum allowed within the density range.*
2. *A density bonus and other incentives pursuant to GC 65915 through 65918 may be granted by the Approving Authority. Refer to Subsection 6.01.010.H (Density Bonus and Other Incentives).*
3. *Lots with a maximum density calculation of less than 1.00 may be developed with one dwelling unit.*
4. *A residentially zoned lot shall be developed at no less than the minimum number of dwelling units allowed within the specified density range for the applicable zoning district, except that If, as a result of the configuration/design of a lot, the minimum residential density cannot be achieved, the lot may be developed with a maximum of one dwelling unit.*
5. *On lot having a street-adjacent side or rear property line, for the purpose of wall placement, each wall shall be setback a minimum of 5 FT behind the street property line to allow for landscaping beyond any required parkway landscaping.*
6. *The interior side property line setback may be reduced to 4 FT if the setback area is combined with the side setback area of the adjacent property to create a single minimum 8-FT wide outdoor use area clear of walls, thereby allowing a minimum 8–FT wide side to side building separation.*
7. *Includes major high pressure pipelines for fuel oil, gasoline, and diesel and aviation fuels within the City. Existing pipelines include:*
    a. *Two parallel pipelines (a 16-inch and a 20-inch) that enter the City at Benson Avenue, traveling parallel to the northerly side of the Southern Pacific right-of-way to Ontario International Airport, then parallel to the southerly side of the Southern Pacific right-of-way, then parallel to the northerly side of the right-of-way beyond Ontario International Airport, then exiting the City at Etiwanda Avenue; and*
    b. *Two parallel pipelines that traverse the easterly portion of the City, entering the City at the southerly portion of Milliken Avenue, then traveling north under Milliken Avenue to Inland Empire Boulevard, then east to Rochester Avenue, then north to the City Limits.*
8. *The minimum setback from private streets shall be measured from a line running parallel to the street, which is located 12 FT behind face-of-curb (a.k.a., "parkway").*



Note: Private lanes/alleyways shall be provided with enhanced paving, such as interlocking pavers, integral color stamped and/or scored concrete, or other similar materials acceptable to the Planning Director.

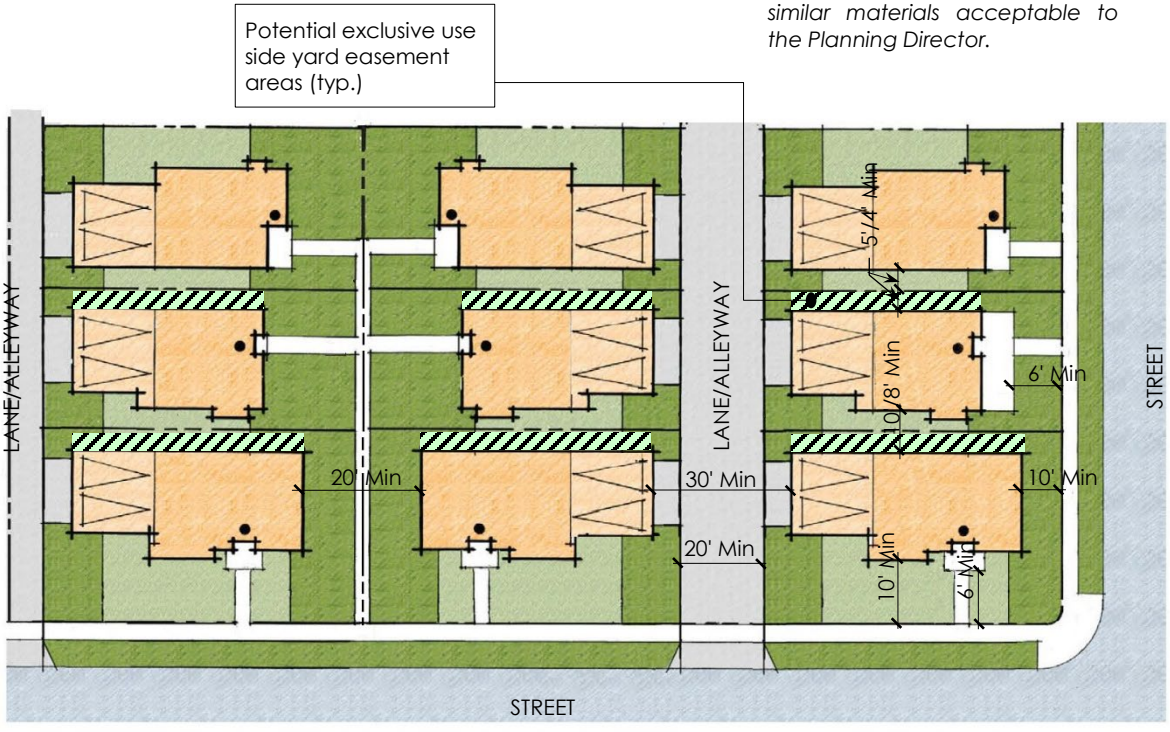


Figure 6.01-2B: Example Development—Small Lot Alley-Loaded Single-Family Residential Example

Table 6.01-2C: Cluster Single-Family Residential Development Standards

Requirements	Residential Zoning Districts			Additional Regulations
	LDR-5	MDR-11	MDR-18, MDR-25 & HDR-45	
A. SITE DEVELOPMENT STANDARDS				
1. Density Range (minimum to maximum, in dwelling units per acre)	2.1 to 5.0	5.1 to 11.0	MDR-18: 11.1 to 18.0 MDR-25: 18.1 to 25.0 HDR-45: 25.1 to 45.0	Notes 2, 3 & 4
2. Minimum Project Area	One acre			Note 1
3. Minimum Project Dimensions	200 FT - Width 200 FT - Depth			Note 1
4. Minimum Lot Size	N/A			
5. Maximum Lot Coverage	N/A			
6. Minimum Lot Dimensions	N/A			
7. Minimum Parking Space (Uncovered) and Private Street, Drive, or lane/Alleyway Setbacks				
a. From Project Boundary Street Property Lines	20 FT - Freeways 30 FT – Aerial Streets 20 FT – Other Streets			
b. From Project Boundary Interior Property Lines	5 FT			
8. Equestrian Trails Required	No			
9. Walls, Fences, and Obstructions	Refer to Section 6.02.020 (Design Standards for Residential Zoning Districts).			
10. Off Street Parking	Refer to Division 6.03 (Off-Street Parking and Loading).			
11. Open Space and Recreation Amenities	Refer to Subsection 6.01.010.E (Open Space Requirements for Small Lot Traditional and Alley-Loaded Development Projects, Cluster Single-Family Development Projects, and Multiple-Family and Mixed-Use Development Projects).			
12. Landscaping	Refer to Division 6.05 (Landscaping) and Paragraph 6.01.010.G.6 (Landscaping).			
13. Property Appearance and Maintenance	Refer to Division 6.10 (Property Appearance and Maintenance).			
14. Historic Preservation	Certain portions of residential zoning districts are identified as historic or potentially historic and are listed on the City's Historic Resources Eligibility List. Development regulations set forth in Division 7.01 (Historic Preservation), and application processing and permitting regulations set forth in Division 4.02 (Discretionary Permits and Actions) and of this Development Code, shall apply in these instances.			
15. Signs	Refer to Division 8.1 (Sign Regulations).			
16. Security Standards	Refer to Ontario Municipal Code Title 4, Chapter 11 (Security Standards for Buildings).			
17. Noise	Habitable structures shall be designed and constructed to mitigate noise levels from exterior sources. Refer to OMC, Tile 5 (Public Welfare, Morals, and Conduct), Chapter 29 (Noise).			

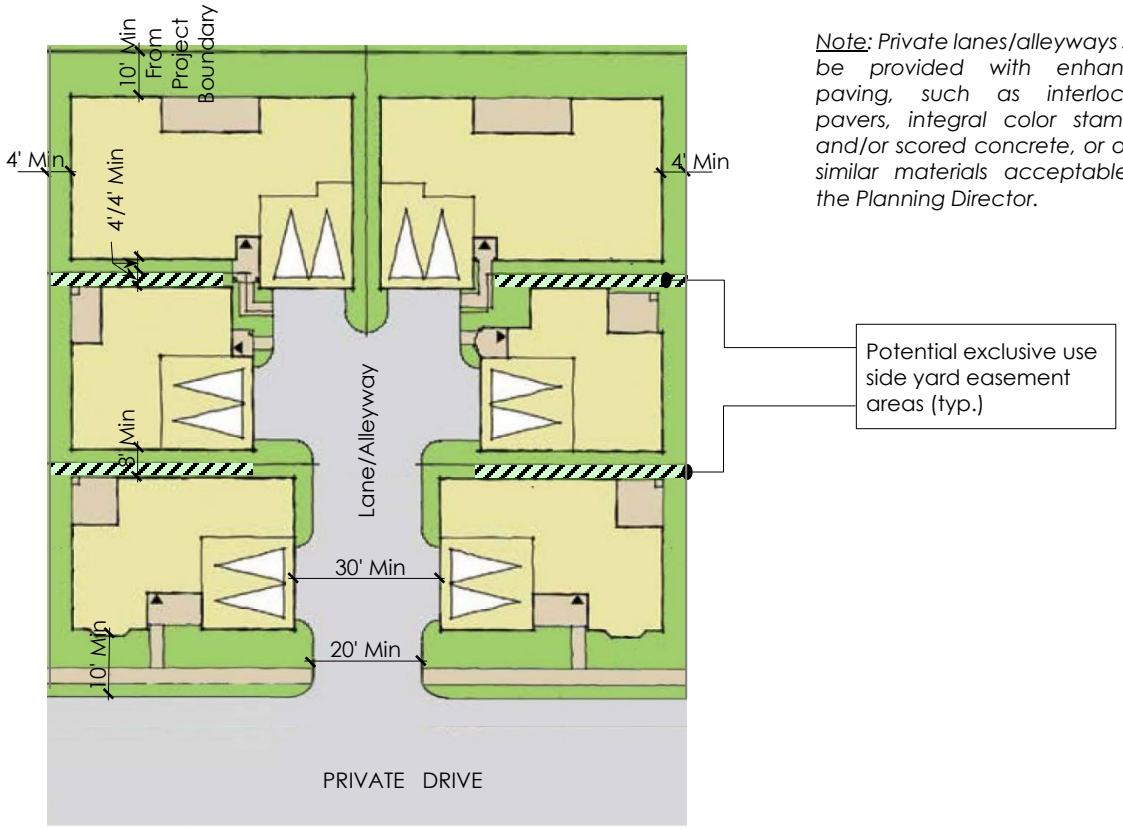
Table 6.01-2C: Cluster Single-Family Residential Development Standards

Requirements	Residential Zoning Districts			Additional Regulations
	LDR-5	MDR-11	MDR-18, MDR-25 & HDR-45	
18. Airport Safety Zones	Properties within the Airport Influence Area (AIA) established by the LA/Ontario International Airport Land Use Compatibility Plan (ALUCP) shall be subject to the requirements and standards of the ALUCP.			
B. BUILDING DEVELOPMENT STANDARDS				
1. Minimum Setback from Public Street Property Lines				Note 8
a. Freeways	20 FT			
b. Arterial Streets	30 FT			Note 5
c. Collector and Local Streets	20 FT - Front 10 FT – Street Sides 15 FT – Street Rear			Note 5
2. Minimum Setback from Interior Property Lines	10 FT – Project Boundaries 4 FT – Side 4 FT – Rear 4 FT – Patio Cover			Note 6
3. Minimum Setback from Private Drives	10 FT – Living Area 5 FT – Porch (Single-Story) ≤ 5 FT or ≥ 18 FT – Garage Entry 10 FT – Garage Other			Note 8
4. Minimum Setback from Lanes/Alleyways (measured from back-of-curb)	5 FT – Living Area 5 FT – Porch (Single-Story) 5 FT – Garage			
5. Minimum Setback from Parking Spaces	10 FT – Living Area 8 FT – Porch (Single-Story) 5 FT - Garage			
6. Minimum Separation Between Buildings				
a. Dwelling Front to Front	30 FT			
b. Dwelling Front to Side	14 FT			Note 6
c. Dwelling Side to Side	8 FT			Note 6
d. Dwelling Side to Rear	8 FT			
e. Dwelling Rear to Rear	16 FT			
f. Garage to Garage	30 FT – Entry to Entry 30 FT – Entry to Side 8 FT – Side to Side 8 FT – Side to Rear			Note 6
7. Maximum Building Height	35 FT			
8. Minimum Setback from Major Pipelines	50 FT (to habitable structures)			Note 7

Notes:

1. *An existing lot of record that is substandard as to minimum "project" area and/or dimension(s) shall be permitted the development rights of the zone in which it is located, except that the maximum density shall be limited to the minimum allowed within the density range.*
2. *A density bonus and other incentives pursuant to GC 65915 through 65918 may be granted by the Approving Authority. Refer to Subsection 6.01.010.H (Density Bonus and Other Incentives).*
3. *Lots with a maximum density calculation of less than 1.00 may be developed with one dwelling unit.*
4. *A residentially zoned lot shall be developed at no less than the minimum number of dwelling units allowed within the specified density range for the applicable zoning district, except that If, as a result of the configuration/design of a lot, the minimum residential density cannot be achieved, the lot may be developed with a maximum of one dwelling unit.*
5. *On a lot having a street-adjacent side or rear property line, for the purpose of wall placement, each wall shall be setback a minimum of 5 FT behind the street property line to allow for landscaping beyond any required parkway landscaping.*
6. *The interior side property line setback may be combined with the side setback area of the adjacent property to create a single minimum 8-FT wide outdoor use area clear of walls, which is defined in the project CC&Rs.*
7. *Includes major high pressure pipelines for fuel oil, gasoline, and diesel and aviation fuels within the City. Existing pipelines include:*
    a. *Two parallel pipelines (a 16-inch and a 20-inch) that enter the City at Benson Avenue, traveling parallel to the northerly side of the Southern Pacific right-of-way to Ontario International Airport, then parallel to the southerly side of the Southern Pacific right-of-way, then parallel to the northerly side of the right-of-way beyond Ontario International Airport, then exiting the City at Etiwanda Avenue; and*
    b. *Two parallel pipelines that traverse the easterly portion of the City, entering the City at the southerly portion of Milliken Avenue, then traveling north under Milliken Avenue to Inland Empire Boulevard, then east to Rochester Avenue, then north to the City Limits.*
8. *The minimum setback from private streets and drives shall be measured from a line running parallel to the street/drive, which is located 12 FT behind face-of-curb (a.k.a., "parkway").*





Note: Private lanes/alleyways shall be provided with enhanced paving, such as interlocking pavers, integral color stamped and/or scored concrete, or other similar materials acceptable to the Planning Director.

Figure 6.01-2C: Example Development—Cluster Single-Family Residential

Table 6.01-3: Multiple-Family Residential Development Standards

Requirements	Residential Zoning Districts				Additional Regulations
	MDR-11	MDR-18	MDR-25	HDR- 45	
A SITE DEVELOPMENT STANDARDS					
1. Density Range (minimum to maximum, in dwelling units per acre)	5.1 to 11.0	11.1 to 18.0	18.1 to 25.0	25.1 to 45.0	Notes 1, 2, 6 & 7
2. Minimum Project Area	0.23 Acre (10,000 SF)			1.0 AC	Note 1
3. Minimum Project Dimensions					
a. Width	100 FT			180 FT	Note 1
b. Depth	100 FT			200 FT	Note 1
4. Maximum Project Coverage	60%			100%	
5. Minimum Lot Size	N/A				
6. Maximum Lot Coverage	N/A				
7. Minimum Lot Dimensions					
a. Lot Width b. Lot Depth	Refer to Subsection 6.08.045.C (Common Interest Subdivisions are Exempt from Minimum Lot Area and Building Setback Requirements).				
8. Minimum Parking Space (Uncovered), Drive Aisle and Driveway Setbacks					
a. From Project Boundary Street Property Line	20 FT – Freeways 20 FT – Arterial Streets 10 FT – Collector and Local Streets			10 FT – Freeways 10 FT – Arterial Streets 10 FT – Collector and Local Streets	
b. From Project Boundary Interior Property Line	5 FT				
9. Equestrian Trails Required	No				
10. Walls, Fences and Obstructions	Refer to Section 6.02.020 (Design Standards for Residential Zoning Districts).				
11. Off Street Parking	Refer to Division 6.03 (Off-Street Parking and Loading).				
12. Open Space and Recreation Amenities	Refer to Subsection 6.01.010.E (Open Space Requirements for Small Lot Traditional and Alley-Loaded Development Projects, Cluster Single-Family Development Projects, and Multiple-Family and Mixed-Use Development Projects).				
13. Landscaping	Refer to Division 6.05 (Landscaping) landscape standards. Also refer to Paragraph 6.01.010.G.6.c (Single-Family Cluster and Multiple-Family Development) for additional standards addressing multiple-family development within commercial zoning districts.				
14. Property Appearance and Maintenance	Refer to Division 6.10 (Property Appearance and Maintenance).				

Table 6.01-3: Multiple-Family Residential Development Standards

Requirements	Residential Zoning Districts				Additional Regulations
	MDR-11	MDR-18	MDR-25	HDR- 45	
15. Historic Preservation	Certain portions of residential zoning districts are identified as historic or potentially historic and are listed on the City's Historic Resources Eligibility List. Development regulations set forth in Division 7.01 (Historic Preservation), and application processing and permitting regulations set forth in Division 4.02 (Discretionary Permits and Actions) and of this Development Code, shall apply in these instances.				
16. Signs	Refer to Division 8.1 (Sign Regulations).				
17. Security Standards	Refer to Ontario Municipal Code Title 4, Chapter 11 (Security Standards for Buildings).				
18. Noise	Habitable structures shall be designed and constructed to mitigate noise levels from exterior sources. Refer to OMC, Tile 5 (Public Welfare, Morals, and Conduct), Chapter 29 (Noise).				
19. Airport Safety Zones	Properties within the Airport Influence Area (AIA) established by the LA/Ontario International Airport Land Use Compatibility Plan (ALUCP) shall be subject to the requirements and standards of the ALUCP.				
B BUILDING DEVELOPMENT STANDARDS					
1. Minimum Setback from Public Street Property Lines	20 FT – Freeways 30 FT – Arterial Streets 20 FT – Collector and Local Streets			10 FT	Notes 3 & 9
2. Minimum Setback from Interior Project Boundary Property Lines	5 FT				Note 4
3. Minimum Setback from Public Alley Property Lines	5 FT				
4. Minimum Setback from Private Drives/Alleyways (from edge of drive aisle)					
a. Living Area	15 FT				
b. Garages and Other Nonhabitable Structures	5 FT				
5. Minimum Setback from Dwellings to Parking Spaces					
a. Living Area	10 FT				
b. Garages and Other Nonhabitable Structures	5 FT				
6. Minimum Setback from Parking Space or Drive Aisle to Wall or Fence	5 FT				
7. Minimum Separation Between Detached Buildings					
a. Dwelling Front to Front	≤ 2-Stories: 25 FT; ≥ 3 Stories: 30 FT				
b. Dwelling Front to Rear	≤ 2-Stories: 25 FT; ≥ 3 Stories: 30 FT				
c. Dwelling Front to Side	≤ 2-Stories: 25 FT; ≥ 3 Stories: 30 FT				
d. Dwelling Side to Side	≤ 2-Stories: 10 FT; ≥ 3 Stories: 15 FT				

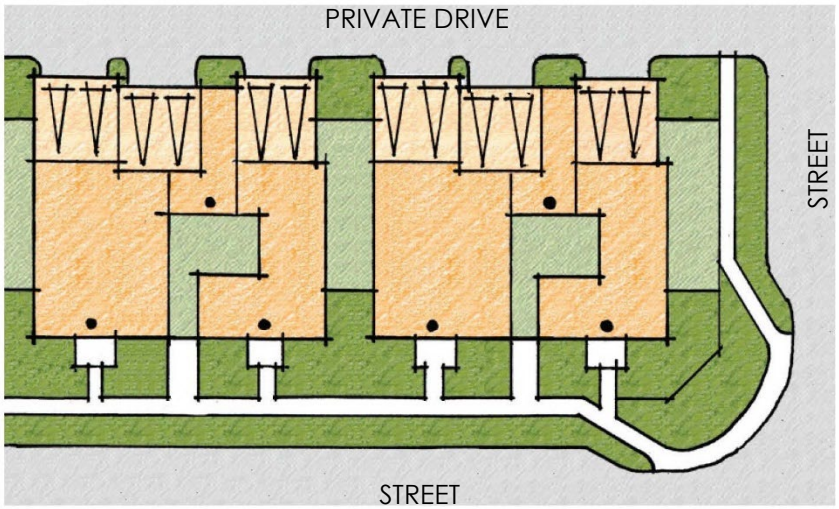
Table 6.01-3: Multiple-Family Residential Development Standards

Requirements	Residential Zoning Districts				Additional Regulations
	MDR-11	MDR-18	MDR-25	HDR- 45	
e. Dwelling Side to Rear	15 FT				
f. Dwelling Rear to Rear	20 FT				
g. Garage to Garage (or other nonhabitable structures)	30 FT – Entry to Entry 30 FT – Entry to Side 10 FT – Side to Side 10 FT – Side to Rear				
8. Minimum Storage Space	240 CF				Note 5
9. Maximum Building Height	35 FT	45 FT	60 FT	75 FT	
10. Minimum Setback from Major Pipelines	50 FT (to habitable structures)				Note 8

Notes:

1. *An existing lot of record that is substandard as to minimum "project" area and/or dimension(s), shall be permitted all of the development rights of the zone in which it is located, except that the maximum density shall be limited to the minimum number of dwelling units allowed within the specified density range for the applicable zoning district.*
2. *A density bonus and other incentives pursuant to GC Sections 65915 through 65918, may be granted by the Approving Authority. Refer to Subsection 6.01.010.H (Density Bonus and Other Incentives).*
3. *A health risk assessment shall be required for multiple-family development projects located within close proximity to a freeway, as determined by the Zoning Administrator.*
4. *A dwelling having the primary entry facing onto an interior property line shall maintain a minimum 10-FT setback from the corresponding interior property line.*
5. *Adequate lockable private storage space shall be provided within a garage or storage building, or a space directly accessible from the dwelling. Exterior closets accessed from patios or balconies may be used if screened from public view.*
6. *Lots with a maximum density calculation of less than 1.00 may be developed with one dwelling unit.*
7. *A residentially zoned lot shall be developed at no less than the minimum number of dwelling units allowed within the specified density range for the applicable zoning district, except that If, as a result of the configuration/design of a lot, the minimum residential density cannot be achieved, the lot may be developed with a maximum of one dwelling unit.*
8. *Includes major high pressure pipelines for fuel oil, gasoline, and diesel and aviation fuels within the City. Existing pipelines include:*
    a. *Two parallel pipelines (a 16-inch and a 20-inch) that enter the City at Benson Avenue, traveling parallel to the northerly side of the Southern Pacific right-of-way to Ontario International Airport, then parallel to the southerly side of the Southern Pacific right-of-way, then parallel to the northerly side of the right-of-way beyond Ontario International Airport, then exiting the City at Etiwanda Avenue; and*
    b. *Two parallel pipelines that traverse the easterly portion of the City, entering the City at the southerly portion of Milliken Avenue, then traveling north under Milliken Avenue to Inland Empire Boulevard, then east to Rochester Avenue, then north to the City Limits.*
9. *The minimum setback from private streets shall be measured from a line running parallel to the street, which is located 12 FT behind face-of-curb (a.k.a., "parkway").*

Triplex Townhomes — 5.1 to 11 DU/Acre



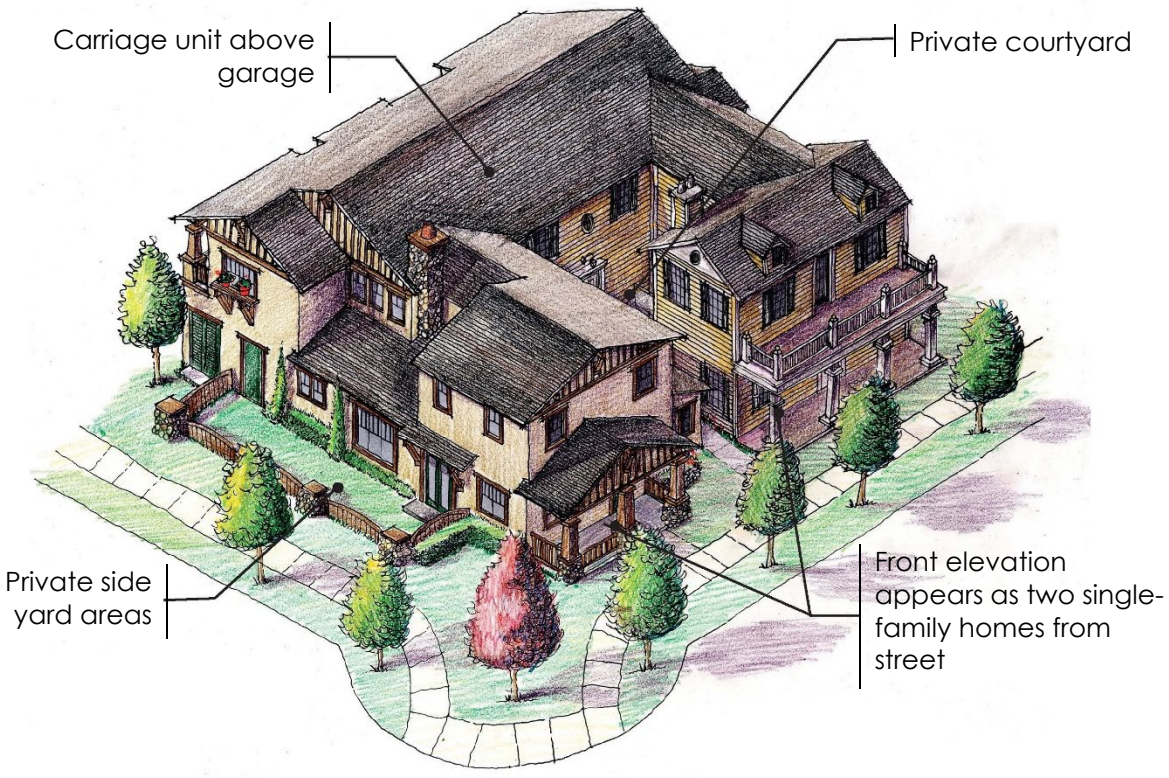
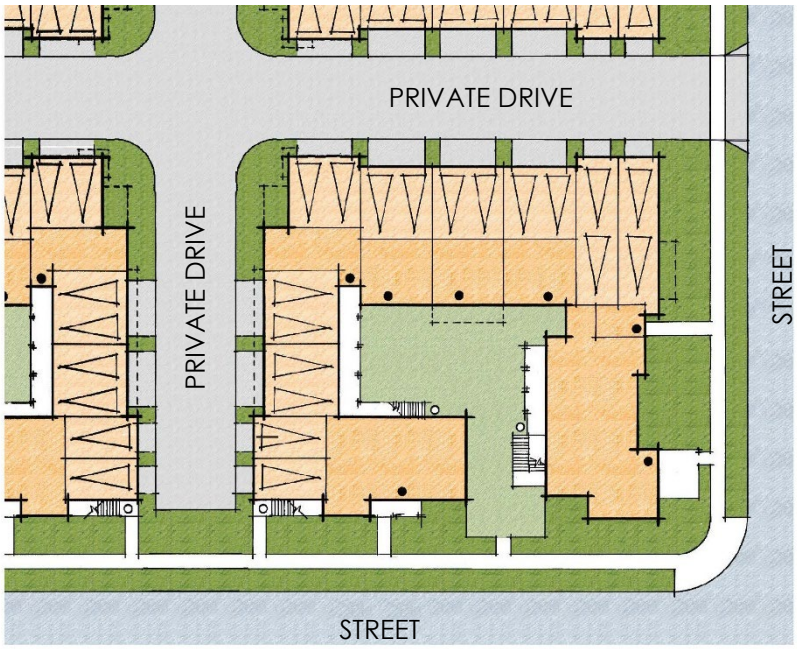


Figure 6.01-3A: Example Multiple-Family Development — MDR-11 (5.1 to 11.0 DU/Acre) Zoning District

Courtyard Townhomes — 11.1 to 18 DU/Acre



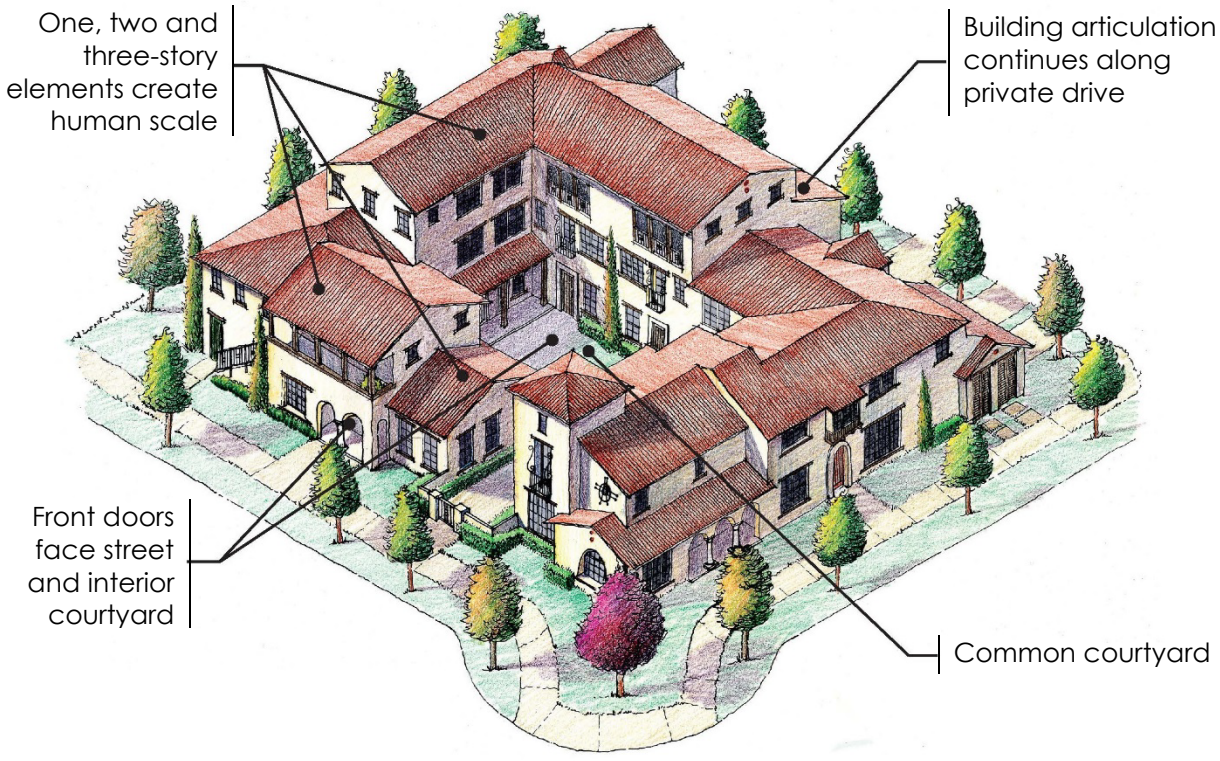


Figure 6.01-3B: Example Multiple-Family Development — MDR-18 (11.1 to 18.0 DU/Acre) Zoning District

Motorcourt Townhomes — 18.1 to 25 DU/Acre

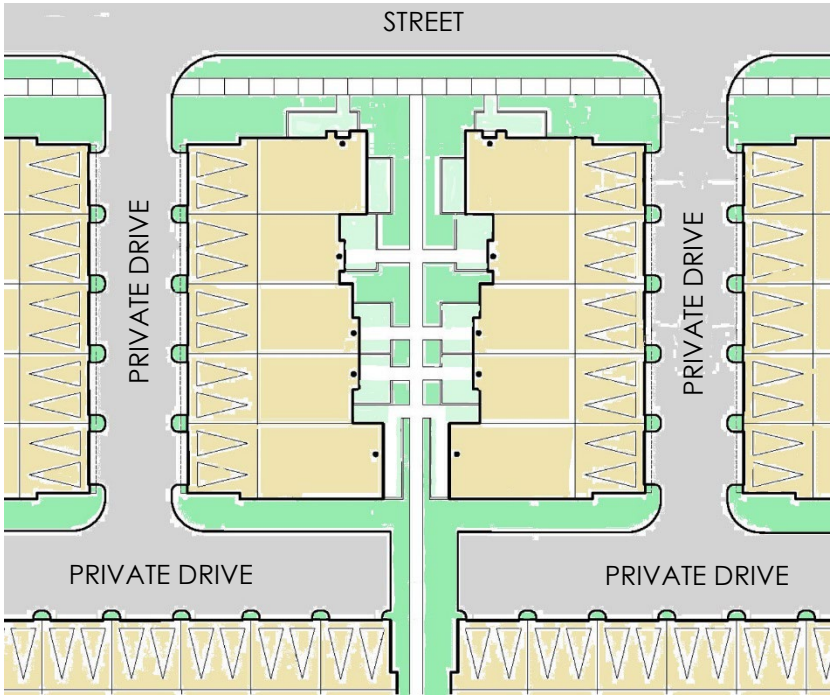




Figure 6.01-3C: Example Multiple-Family Development — MDR-25 (18.1 to 25.0 DU/Acre) Zoning District

Stacked Flats Condominiums Over Podium Parking — 25.1 to 45 DU/Acre





Figure 6.01-3D: Example Multiple-Family Development — HDR-45 (25.1 to 45.0 DU/Acre) Zoning District

D. Exceptions to Development Standards. The following exceptions from the maximum height and minimum setback requirements stipulated in Table 6.01.010-1 (Traditional Single-Family Residential Development Standards), Table 6.01.010-2 (Single-Family Residential Small Lot and Cluster Development Standards), and Table 6.01.010-3 (Multiple-Family Residential Development Standards) shall be permitted:

1. Height.

a. *Aerials and Antennas, Chimneys, Cupolas, Elevator Penthouses, Flagpoles, Monuments, Parapet Walls, Spires, Towers, Water Tanks, and Other Similar Structures*. Aerials and antennas, chimneys, cupolas, elevator penthouses, flagpoles, monuments, parapet walls, spires, towers, water tanks, and other similar structures may be erected to a height of up to 25 percent above the prescribed height limit of the base zoning district.

b. *Amateur (HAM) Radio Antennas*. HAM radio antennas may exceed the maximum prescribed height limit of a zoning district by a maximum of 10 FT. The Zoning Administrator, however, may allow HAM radio antennas to exceed this height limitation if it is necessary to accommodate amateur radio service communications. A HAM radio antenna that exceeds the maximum prescribed height limit of the zoning district in which it is located shall not exceed the minimum height and dimensions necessary to accommodate amateur radio service communications.

c. *Wireless Telecommunication Facilities*. Wireless telecommunication facilities shall comply with Section 5.03.420 (Wireless Telecommunications Facilities) of this Development Code.

2. Encroachments into Required Setback Areas.

a. *Attached Porte Cocheres.* Porte cocheres attached to the main dwelling may extend into a required front setback a maximum of 30 percent of the required setback depth and may extend into a side setback a maximum of 50 percent of the required setback width, provided the porte cochere is no greater than 20 FT in width. In no case, however, shall the side setback width be reduced to less than 3 FT.

b. *Cornices, Eaves, Canopies, Decorative Wall Elements, and Similar Architectural Features*. Cornices, eaves, canopies, decorative wall elements, and similar architectural features may extend into a required front, street side, or rear setback area, a maximum of 50 percent of the required setback, not to exceed 2.5 FT.

c. *Fireplaces and Chimneys.* Fireplaces and chimneys may extend a maximum of 2 FT into a required front, rear, side, or street side setback area; however, in no case shall the side setback be reduced to less than 3 FT.

d. *Porches, Patios, and Decks.* A porch, patio, or deck, may extend up to 30 percent into a required street setback area, provided the porch, patio, or deck, is no greater than 20 FT in width.

e. *Decorative Archways, Pergolas, and Porticos.* Decorative archways, pergolas, and porticos may be located within a front or street side setback area, provided the structure does not exceed 5 FT in width, 4 FT in depth, and 8 FT in height, and a minimum clear interior vertical dimension of 7 FT is maintained.

f. *Patio Covers.* Support structure for patio covers (i.e., columns, beams, and lintels) attached to single-family dwellings may extend into a required rear setback, to within 10 FT of the rear property line, to within 5 FT of an interior property line and to within 5 FT of a street side property line.

g. *Signs*. Signs allowed pursuant to Division 8.1 (Sign Regulations) of this Development Code may encroach into a required front or street side setback area, or rear setback area of a through-lot.

h. *Single-Story Additions to Single-Family Dwellings.* Single-story additions to single-family dwellings may extend into a required rear setback to within 10 FT of the rear property line, provided the building addition does not occupy more than 25 percent of the required rear setback area.

i. *Stairwells and Balconies.* Open, unenclosed stairways and balconies, which are not covered by a roof or canopy, may extend a maximum of 4 FT into a required setback area; however, in no case shall the side setback be reduced to less than 2.5 FT.

j. *Walls, Fences, and Obstructions.* Walls, fences, and obstructions may be permitted within required setback areas pursuant to the provisions of Division 6.02 (Fences, Walls, and Obstructions) of this Chapter.

k. *Utility and Storage Closets.* Utility and storage closets may extend a maximum of 2 FT into a required rear or side setback area. In no case, however, shall the setback be reduced to less than 3 FT.

E. Open Space Requirements for Small Lot Traditional and Alley-Loaded Development Projects, Cluster Single-Family Development Projects, and Multiple-Family and Mixed-Use Development Projects.

1. It is the intent of this section to ensure sufficient open space areas for the active enjoyment of recreational activities by residents and guests of small lot single-family and cluster development projects, and multiple-family and the residential portion of mixed-use development projects. In this regard, active open space elements shall be of sufficient size and location, and easily accessible to each dwelling unit.

2. Active open space areas that feature recreational amenities, such as pools, spas, court activities, etc., shall be placed and managed so as not to infringe upon the peacefulness of any neighboring traditional single-family development. The following open space areas shall contribute to the open space requirements for single-family small lot and cluster development projects, and multiple-family and the residential portion of mixed-use development projects:

a. *Minimum Open Space Requirements.*

(1) Small Lot Traditional and Alley-Loaded Development Projects, and Cluster Single-Family Development Projects—Small lot traditional, small lot alley-loaded, and cluster single-family development projects, which consist of more than 3 dwellings, shall devote a minimum of 20 percent of the project site to open space (private and common area), and shall include common recreation amenities and facilities pursuant to Paragraph E.2.c (Common Active Open Space Area) et seq., of this Section.

(2) Minimum Open Space Requirements for Multiple-Family and Mixed-Use Development Projects—

(a) Table 6.01-4 (Minimum Open Space Requirements for Multiple-Family and Mixed-Use Development Projects), below, establishes the minimum open space requirements for multiple-family development projects and the multiple-family residential portion of mixed-use development projects consisting of more than 3 dwellings. The required open space area shall be calculated on a per unit basis and includes **[i]** private open space for the exclusive use of a dwelling's occupants and guests, and **[ii]** common open space areas for the enjoyment of all residents within a development project. Common open space consists of active areas, with recreation facilities, and passive areas incorporating features that enhance the appearance and desirability of a development project, such as turf areas, exotic plantings, pathways, waterscape, hardscape, rockscapes, benches, gazebos, raised planters, and other unique features.

Table 6.01-4: Minimum Open Space Requirements for Multiple-Family and Mixed-Use Development Projects

Open Space Type	Zoning Districts		
	MDR-11 & MDR-18	MDR-25	HDR-45
Private Open Space	200 SF (40%)	150 SF (37.5%)	60 SF (20%)
Common Open Space	300 SF (60%)	250 SF (62.5%)	250 SF (80%)
Total Open Space	500 SF (100%)	400 SF (100%)	310 SF (100%)

(b) The ratios of "private" open space area to "common" open space area specified in Table 6.01-4 (Minimum Open Space Requirements for Multiple-Family and Mixed-Use Development Projects), above, are recommended and may be adjusted by the developer, based upon the housing market the proposed development is intended to serve, and subject to approval by the Approving Authority for the project. At a minimum, the "required total" open space for each zoning district shall be provided by all single-family residential small lot and cluster development projects, and multiple-family development projects.

(c) Off-street parking spaces, drive aisles, driveways, loading areas, or service areas, shall not be included in minimum open space calculations.

b. *Private Open Space Areas.*

(1) For small lot and cluster single-family development projects, a contiguous useable private open space area shall be provided for each dwelling at ground level, with a minimum clear horizontal dimension of 15 FT in depth by 15 FT in width (225 SF), and a minimum clear vertical dimension of 8 FT.

(2) For multiple-family dwellings, contiguous useable private open space located at the dwelling's main living level shall be provided, having a minimum contiguous clear area of 60 SF, a minimum clear horizontal dimension of 7 FT, and a minimum clear vertical dimension of 8 FT. Other open space areas located on balconies or roof decks shall have a minimum contiguous clear area of 50 SF, a minimum clear horizontal dimension of 6 FT, and a minimum clear vertical dimension of 8 FT.

(3) Private ground level open spaces located on the street side of a structure shall be screened from street public view by a decorative wall or fence, and densely planted landscaping.

(4) Private open spaces shall be permanently maintained in an orderly manner, and kept clear of weeds and refuse, debris, rubble, or any other waste.

c. *Common Active Open Space Area.*

(1) Common active open space areas containing recreation facilities shall be provided pursuant to Table 6.01-5A (Minimum Requirements for Common Recreation Amenities). For the purpose of this provision, required recreation facilities shall be categorized as follows:

(a) Major Recreation Facilities—A major recreation facility is intended to be a significant recreation node or focal point for residents, and include recreation buildings, swimming or wading pools, splash pads and water play fountains, tennis courts, childcare facilities, and other major amenities requiring significant investment and of appropriate size to serve the project residents, as determined by the City. (Note: For projects consisting of 45 or fewer dwellings, two minor recreation facilities may be provided in place of one major recreation facility.)

(b) Minor Recreation Facilities—A minor recreation facility is intended to augment the variety and availability of recreation facilities, and include tot lots for ages 2 to 5 and/or play areas/equipment for ages 5 to 12, spas or saunas, picnic and barbecue areas, cabanas and shade structures, basketball courts, volleyball courts, community gardens, and other similar amenities requiring significant investment and appropriate to serve project residents, as determined by the City.

Table 6.01-5A: Minimum Requirements for Common Recreation Amenities

Type	No. of Dwelling Units							
	4-10	10-25	26-100	101-150	151-200	201-250	251-300	> 300
Major Facilities:	0	1**	1**	1	2	2	3	One per 100 DUs
Minor Facilities:	1	0	1	2	2	3	3	One per 50 DUs

*Note: **Projects consisting of 45 or fewer dwellings may provide two minor recreation facilities in place of one major recreation facility.*

(2) Common active open space areas shall not be located within required setback areas from public or private streets.

(3) Common active open space areas shall be located a minimum of 10 FT from any habitable structures, and shall have a minimum contiguous area of 300 SF, with no horizontal dimension less than 15 FT, and no clear vertical dimension less than 8 FT.

(4) All common active open space areas shall be planted with permanent landscaping or be devoted to recreational facilities, such as swimming pools, tennis courts, tot lots, patios, or similar open space and recreational facilities.

(5) Common active open space areas are to be permanently maintained in an orderly manner.

d. *Common Active Open Space Area – Ontario Ranch.*

(1) Common active open space areas containing recreation facilities shall be provided pursuant to Table 6.01-5B (Minimum Requirements for Common Recreation Amenities – Ontario Ranch). For the purpose of this provision, required recreation facilities shall be categorized as follows:

(a) Minimum Requirements—2 acres of parkland per 1,000 people (3.806 PPU for single-family, 3.373 PPU for multiple-family), community pool (including restrooms/showers) required at >150 units, and clubhouse/amenity center per below at >200 units.

(b) Major Recreation Facilities—A major recreation facility is intended to be a significant recreation node or focal point for residents, and include recreation open lawn amphitheater (min. 100' x 150' or equivalent) or active lawn area (min. 150' x 150' or equivalent), clubhouse/amenity center with a minimum of 3 of the following amenities (multi-purpose room, kitchen facility, fitness center, child friendly amenity (indoor play area, game room, or educational center) movie room, business center/co-working spaces, library/study room, beverage area or common meeting space), community pool (min. 25' x 60' (1,500 SQ FT) or equivalent) and associated restroom/shower building, additional swimming pools (e.g., adult only, lap, children pool), splash pad or water play fountain, tennis/pickleball courts (1 tennis court = 1 amenity, 2 pickleball courts = 1 amenity), childcare facilities, dog park, SEC Utility Corridor Trail, private parkland/pocket park in excess of 2.5 AC/1,000 people, and other major amenities requiring significant investment and of appropriate size to serve project residents, as determined by the City.

(i) Larger Clubhouses with More Amenities – 2 additional amenities within the clubhouse courts towards a minor amenity.

(ii) Community Pool – Each additional 1,500 square feet added to the size of the pool shall be treated as another major amenity.

(c) Minor Recreation Facilities—A minor recreation facility is intended to augment the variety and availability of recreation facilities, and include open lawn amphitheater (min. 100' x 150' or equivalent) or active lawn area (min. 150' x 150' or equivalent), tot lots for ages 2 to 5 and/or play areas/equipment for ages 5 to 12, spas or saunas, picnic tables and barbecue areas, cabanas and shade structures, basketball courts, volleyball courts, community gardens, internal community trail(s) 13' minimum with minimum distance of ¼ mile, outdoor fitness stations, pocket parks, firepit, and other similar amenities to serve project residents, as determined by the City.

Table 6.01-5B: Minimum Requirements for Common Recreation Amenities – Ontario Ranch

Type	No. of Dwelling Units						
	<75	76-100	101-150	151-200	201-250	251-300	>301
Major Facilities:	TBD (*)	1	1	2	2	3	TBD (**)
Minor Facilities:	TBD (*)	1	2	2	3	3	TBD (**)

Note: **Amenities to be determined on a case-by-case basis during the entitlement process for the project.*
***Amenities to be determined on a case-by-case basis during the entitlement process for the project, with the idea being to allow flexibility in the amenity package to the benefit of the residents.*

e. *Common Passive Open Space Area.*

(1) Common passive open space areas shall not be located within required setback areas from public or private streets.

(2) Passive common open space areas shall be located a minimum of 5 FT from the habitable portion of any dwelling on the project site.

(3) Passive common open space areas shall have a minimum dimension of 5 FT; however, not more than 50 percent of the passive areas having a dimension less than 10 FT may be counted toward the minimum open space requirements of this Section.

F. General Provisions. The following general provisions are applicable within all residential zoning districts:

1. Single-Family Dwellings.

a. *Minimum Dwelling Width*. All traditional single-family residential dwellings units, including mobile homes constructed outside of mobile home parks, shall have a minimum overall width of 24 FT, excepting accessory detached residential structures and second dwellings.

b. *Variety of Floor Plans and Elevations.* For the development of 5 or more single-family dwellings, a variety of floor plans and building elevations shall be provided pursuant to Table 6.01-6 (Minimum Requirements for Floor Plan and Exterior Elevation Variation), below.

Table 6.01-6: Minimum Requirements for Floor Plan and Exterior Elevation Variation for Single-Family Dwellings

No. of Dwellings Proposed	*Minimum No. of Differing Floor Plans Required*	*Minimum No. of Elevations for Each Floor Plan Required*
5 to 10	2	2
11 to 25	2	3
26 to 50	3	3
51 to 75	3	4
76 to 100	4	4
> 100	Requirement for 76 to 100 dwellings, plus one additional floor plan with 4 elevations for each additional 25 units exceeding 100	

2. Roofing Materials on Sloped Roofs. Roofing materials used on sloped roofs, whether new construction or replacement roofing, shall be of clay or concrete tile, architectural grade dimensional composition shingle, or decorative metal shingle. Built-up/rock, roll-roofing, or other material shall not be permitted.

3. Temporary Structures. No temporary structure shall be located within a front or street side yard area. A temporary structure may be located within the rear or interior side yard area, provided it is screened from view by a solid 6-FT high fence or wall with appropriate view-obstructing access gate.

4. Refuse Storage Areas.

a. Within all residential zoning districts, refuse and recyclable materials shall be stored in an appropriate container, out of view from public streets and adjacent properties.

b. Any new dwelling unit or residential development project, for which a building permit has been issued, shall provide adequate, accessible, and convenient areas and facilities for the collection and storage of refuse and recyclable materials.

c. All animal keeping uses within residential zoning districts that generate a substantial amount of waste or refuse, as determined by the Ontario Municipal Utilities Company, shall provide refuse enclosures conforming to City standards.

d. New dwellings that have individual trash pick-up shall include an area for the storage of recyclable materials within a garage, or side or rear yard area. Furthermore, developers shall provide areas or systems containing recyclable materials receptacles, such as under-cabinet rollout drawers within kitchens, to make recycling more convenient and accessible to residents.

e. Single-family small lot and cluster developments, and multiple-family development projects that have not been approved by the City for individual dwelling unit pick-up of refuse and recyclable materials, shall provide trash enclosures for the storage of refuse and recyclable materials containers, as follows:

(1) The number of enclosures, and their precise locations, dimensions, and design shall be provided consistent with City standards.

(2) Trash enclosures shall be designed to contain separate containers for the collection of refuse and recyclable materials, with an adequate number of containers provided to allow for the collection of both refuse and recyclable materials generated by the development, pursuant to standards established by the Ontario Municipal Utilities Company.

(3) Trash enclosures shall meet the minimum design standards depicted in the standard drawings adopted by the City, which shall include: **[i]** a minimum 6-FT high decorative masonry wall, with appropriate view-obstructing gates for container access, **[ii]** separate pedestrian access that is designed to screen the interior of the enclosure from view from the exterior and prevent refuse dispersion, and **[iii]** a decorative overhead roof structure to protect bins containing recyclable materials from adverse environmental conditions, which might render the collected materials unusable, and screen trash bins from view of the upper floors of adjacent dwellings. Furthermore, trash enclosures shall be architecturally enhanced, and shall be consistent with the architectural design of adjacent buildings.

(4) Trash enclosure dimensions shall be of adequate size to accommodate containers consistent with the City's current methods of collection within the area in which the project is located.

(5) Signs clearly identifying all recycling and refuse collection areas, and the materials accepted for recycling shall be posted adjacent to all points of access to each trash enclosure.

(6) Trash enclosures shall be located a minimum of 10 FT from the interior project boundary/property line.

(7) Care shall be given when placing trash enclosures immediately adjacent to dwelling units; however, in no case should a trash enclosure be located within 10 FT of the livable portion of a structure.

(8) Trash enclosures shall be bordered by a minimum 5-FT wide planter and screened with landscaping on all exposed sides, excluding the side with bin access gates.

(9) Prior to the issuance of an occupancy permit, a developer or homeowners association may be required to develop a written recycling plan, which specifies the identification of targeted materials to be recycled, and methods of recycling program promotion to tenants or homeowners.

5. Stored Automobiles, Recreational Vehicles, Light Trucks, Trailers, and Other Similar Vehicles.

a. Automobiles, boats, recreational vehicles, trucks, trailers, and other similar vehicles stored within a front or street side yard area, is prohibited. For the purposes of this Section, the term "stored" means continuously parked in the same location for more than 72 hours.

b. Automobiles, boats, recreational vehicles, trucks, trailers, and other similarly used vehicles that are not stored within an enclosed structure, shall comply with the following:

(1) Vehicles shall be stored on a paved surface and screened from public view by buildings, decorative screen walls or fences, or a combination thereof.

(2) Vehicles shall only be stored on property owned by the owner of the vehicle or on property where the registered owner resides.

(3) Vehicles shall bear current vehicle registration (as required by state law).

(4) Vehicles shall not be stored in a wrecked, dismantled, or inoperative condition.

(5) Vehicles stored within side and rear yard areas shall be limited to 5 percent of the total lot area.

c. Recreational vehicles shall not be occupied or otherwise used as a living unit.

6. Landscaping.

a. *Traditional and Small Lot Single-Family Development.* The front and street side yards of lots developed with single-family dwellings shall be fully landscaped and provided with an automatic irrigation system irrigated prior to Certificate of Occupancy issuance.

b. *Maximum Allowed Area Devoted to Hardscape.* A maximum of 45 percent of the front yard of traditional single-family lots, including the street side yard area of corner lots, that is open to public view may be comprised of hardscape materials, including, but not limited to, paved porches, patios, courtyards, walkways, and driveways, areas of gravel and/or decomposed granite, and areas of artificial turf.

c. *Single-Family Cluster and Multiple-Family Development.* All areas of a development project not covered by structures, drive aisles, off-street parking facilities, or hardscape, shall be fully landscaped and provided with a permanent automatic irrigation system

prior to Certificate of Occupancy issuance, excepting private open space areas that are enclosed by a minimum 6-FT high decorative wall or fence.

7. Drive Approaches, Driveways, and Drive Aisles. Residential drive approaches, driveways, and drive aisles shall comply with the following:

a. *Drive Aisles and Driveways.*

(1) Drive aisles and driveways shall be allowed solely for the purpose of providing access to off-street parking facilities, and emergency vehicle access to a property.

(2) For lots developed with single-family dwellings:

(a) One driveway per lot may be permitted, which shall lead to a garage or carport, and shall not exceed the overall width of the garage or carport, except that vehicular access (maximum 10 FT in width, pursuant to Paragraph 6.01.010.F.6 (Landscaping)) may be provided to the side or rear yard area of lot used for vehicle storage pursuant to Paragraph 6.01.010.F.5 (Storage of Automobiles, Recreational Vehicles, Light Trucks, Trailers, and Other Similar Vehicles) of this Section; and

(b) Temporary off-street parking within a front or street side yard area shall only be allowed on a driveway leading to a garage or carport, or on an approved circular driveway constructed pursuant to Subparagraph 6.01.010.G.7.b (Circular Driveways) of this Section.

(c) Corner lots may have a rear yard access drive from a side street, subject to Planning Director and City Engineer approval. The rear yard access drive shall not exceed 12 FT in width and shall lead to a parking area that is screened by a view-obstructing wall or fence, with appropriate view-obstructing gate.

b. *Circular Driveways.* Circular driveways shall be permitted on lots developed with a single-family dwelling, which meet all of the following:

(1) The lot is located within the AR-2, RE-2, RE-4, or LDR-5 zoning district, or AG overlay zoning district, and is at least 10,000 SF in area;

(2) The property takes vehicular access from an arterial street, as identified on Exhibit M1 (Mobility Plan Map) of the Policy Plan component of The Ontario Plan, and does not front onto, or take vehicular access from, Euclid Avenue;

(3) The dwelling is setback at least 30 FT behind the front property line; and

(4) The proposed circular driveway does not exceed 10 FT in width.

c. *Maximum Drive Approach Width.*

(1) **Driveway Access for Traditional Single-Family Developments—**A drive approach on a public street shall not exceed the maximum widths prescribed by Table 6.01-7 (Maximum Single-Family Residential Drive Approach Widths), below, based upon the lot width range.

Table: 6.01-7: Maximum Single-Family Residential Drive Approach Widths

Lot Width Range	Maximum Drive Approach Width
Less than 51 FT	12 FT
51 to 80 FT	16 FT
Greater than 80 FT	20 FT

(2) Drive Aisle Access for Single-Family Cluster and Multiple-Family Developments—A drive approach providing street access to an intersecting drive aisle shall not exceed the width of the corresponding drive aisle, not to exceed 26 FT in width, unless otherwise required by the City Engineer.

d. *Drive Approaches, Driveways, and Drive Aisles Serving Developments with Multiple Dwellings.*

(1) Drive approaches serving a development project of 5 or more dwellings shall be delineated with enhanced paving treatment, such as interlocking pavers, textured and color pigmented concrete, or stamped concrete. Such treatment shall extend from the back of the drive approach to the first intersecting drive aisle or parking space.

(2) Single-family and multiple-family development projects that include dwellings configured into one or more motorcourts, shall incorporate enhanced paving treatments consisting of interlocking pavers, and textured and/or color pigmented concrete, throughout all motorcourt drives.

(3) Pedestrian pathways that cross driveways and drive aisles shall be delineated by enhanced paving treatments, such as interlocking pavers, and textured and/or color pigmented concrete.

8. Conversion of Garages. No garage shall be converted to another use unless a replacement garage is constructed on-site, which meets the minimum requirements of Division 6.03 (Off-Street Parking and Loading) of this Chapter, excepting a garage conversion to accommodate an Accessory Dwelling Units conforming to Section 5.03.010 (Accessory Dwelling Units) of this Development Code.

9. Equestrian Trails and Related Facilities. The following standards shall govern the establishment of equestrian trails and easements within the City:

a. If required by Table 6.01-1 (Traditional Single-Family Residential Development Standards) of this Section, an unobstructed 8-FT wide easement for equestrian trail purposes shall be dedicated immediately adjacent to the front property line. Furthermore, if determined necessary by the Planning Director, additional 8-FT wide equestrian trail easements may be required at the end of blocks, and along interior side, street side, or rear property lines, to create connections to adjacent public streets or equestrian trail easements. Moreover, if determined by the Planning Director that providing equestrian easements on both sides of a street is not necessary or practical, the requirement to provide equestrian trail easements may be waived.

b. Trails shall not be surfaced with hard materials such as concrete or asphalt. Preferred surface materials include wood chips, decomposed granite, and shale;

c. Fencing built at the edge of an easement shall not be over 48 inches in height; an additional inch of height shall be allowed for every 2 inches that the fence is setback from the easement. Within 4 FT of the easement, fences shall not be opaque for more than 50% of their surface area. Wooden rail and wood plank fencing are preferred, while chainlink and wrought iron fencing should be avoided. Entries to individual properties should be accentuated with hitching posts and gates;

d. Entrances to an equestrian trail from the street shall allow the free movement of pedestrians and equestrians. Vehicular access to the trail may be limited by removable bollards or a gate and should be designed to permit emergency vehicle access and occasional vehicular access by residents, as shown in Figure 6.01-4 (Equestrian Trail Step-Through Entry Design) and Figure 6.01-5 (Equestrian Trail Steel Barrier Gate Entry Design). Street crossing by pedestrians and equestrians should be facilitated at the street-trail entry by restricting on-street parking, narrowing paved widths (to minimize crossing distances), and marking the crossing with striping and signs.

10. Infill Traditional Single-Family Dwellings. Infill traditional single-family dwellings within existing residential neighborhoods are to be complementary with the character of the surrounding neighborhood in which they are proposed in terms of building height, setbacks, general architectural style, and use of exterior finish materials, and shall comply with the following standards:

a. New infill traditional single-family dwellings constructed within existing residential neighborhoods shall be integrated with existing surrounding homes to protect, enhance, and preserve the physical integrity of the existing neighborhood.

b. The area, dimensions, lot coverage, height, bulk, and scale of a proposed infill traditional single-family dwellings shall be compatible with existing residential development in the surrounding neighborhood.

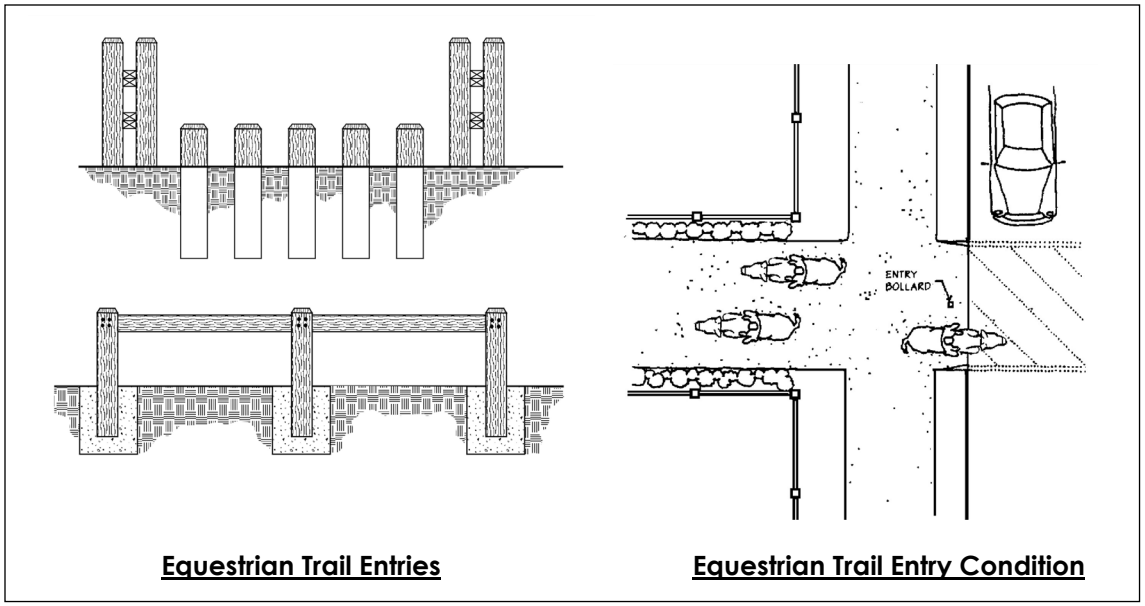


Figure 6.01-4: Equestrian Trail Step-Through Entry Design

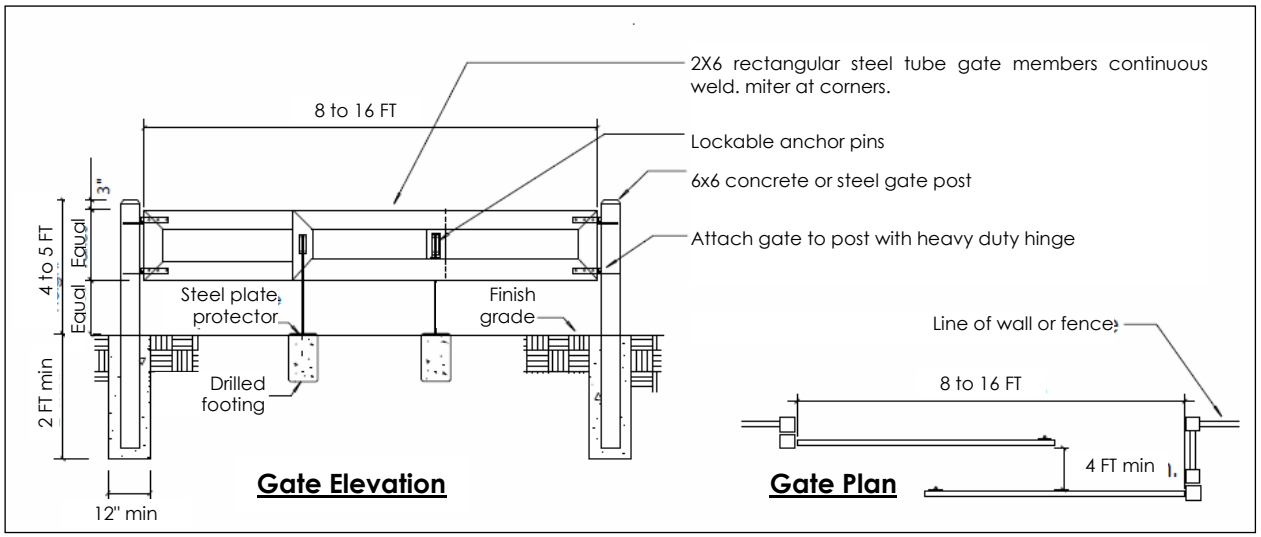


Figure 6.01-5: Equestrian Trail Steel Barrier Gate Entry Design

c. Infill traditional single-family dwellings shall be plotted on a lot in a manner consistent with the pattern of development in the surrounding residential neighborhood. The front door should be oriented toward the frontage street and any secondary entrances and side yard facing windows should be situated in such a way that the privacy of adjacent homes is not substantially impacted. Placing side yard facing windows across from side yard facing windows of adjacent houses is discouraged.

d. Garages shall be oriented consistent with garage orientations within the surrounding neighborhood. Garages shall be oriented with access off an alley on lots with alley access.

e. New street curb cuts should not be permitted on lots with alley access. If permitted, new curb cut locations should not compromise street trees, visibility, or neighborhood consistency.

f. Separation of pedestrian and vehicular circulation within the lot is encouraged. Exterior doors should not exit onto a driveway unless a porch or landing is provided.

11. Mobile Homes and Manufactured Housing on Residential Lots Not Constructed Within a Mobile Home Park. The following standards shall govern the development of mobile homes and manufactured housing on residential lots not constructed within a mobile home park:

a. Each housing unit shall meet and be certified under the standards set forth in the National Manufactured Housing Construction and Safety Act (42USC5401 et. seq.), as amended, at the time of any application for the placement of a mobile home or a manufactured housing unit;

b. The mobile home or manufactured housing unit shall be placed on a permanent foundation system;

c. The mobile home is to be covered with exterior finish materials similar in appearance to new, conventionally constructed dwellings within area surrounding the project site;

d. The exterior finish material shall extend to the ground. If a solid concrete or masonry perimeter foundation is used, the exterior finish material need not extend below the top of the foundation. Alternative skirting materials commonly found on conventionally built residential structures shall be considered compatible;

e. The roofing material shall be of a type commonly found on conventionally built residential structures located within the area surrounding the project site;

f. Electricity, water and natural gas service, and sewer connections are to be made in a permanent manner, as typically required for permanent buildings. Gas shut-off valves, meters, and regulators shall not be located beneath a mobile home or manufactured housing structure; and

g. An attached or detached garage, which is similar to conventionally built residential structures within the area surrounding the project site, shall be provided for each mobile home or manufactured housing unit. The roof material and exterior wall finishes of the garage or carport shall exactly match the mobile home or manufactured housing unit.

12. Gutters, Vents, and Downspouts. Gutters, vents, and downspouts shall be concealed from public view to the extent possible. Exposed gutters and downspouts, where necessary, shall be colored to match the fascia or wall material to which they are attached. Roof vents shall be colored to match the roof material or the dominant trim color of the structure, as appropriate.

13. Swimming Pools, Hot Tubs, Spas, Ponds, and Decorative Bodies of Water. Swimming pools, hot tubs, spas, ponds, and decorative bodies of water shall be permitted ancillary to those land uses allowed within residential zoning districts pursuant Table 5.02-1 (Land Use Matrix), subject to the following regulations governing their placement, construction, and security:

a. Swimming pools, hot tubs, spas, ponds, and decorative bodies of water that are 1.5 FT or more in depth, shall be secured by a decorative fence or wall pursuant to the requirements of Section 6.02.020.A.3 (Ponds and Swimming Pools) of this Development Code.

b. All gates or doors within the fence or wall shall be kept securely closed at all times when not in use.

c. A clear path, minimum of 3 FT wide, shall be provided around the entire perimeter of a swimming pool, hot tub, spa, pond, or decorative body of water to permit emergency access. For properties containing 2 or fewer dwellings, a clear path shall be provided around at least 50 percent of said perimeter.

d. Swimming pools, hot tubs, spas, ponds, and decorative bodies of water that are 1.5 FT or more in depth shall not be constructed within a front yard area and shall be setback a minimum of 3 FT from any side or rear property line.

e. Diving boards, slides, waterfalls, fountains, decorative rockscapes, and other similar appurtenances shall be setback a minimum of 5 FT from side and rear property lines, except that appurtenances that exceed 6 FT in height, measured from adjacent grade to the highest point of the structure, shall comply with the minimum building setback requirements of the applicable zoning district.

f. Swimming pools, hot tubs, spas, ponds, and decorative bodies of water shall comply with all applicable provisions of the City's building code.

14. Lighting. Exterior light fixtures shall be designed and/or located to eliminate adverse impacts of light spillover on to adjacent properties and promote safe vehicular and pedestrian access.

a. Exterior light fixtures shall prevent glare and light spillover on to adjacent properties, buildings, and public and private streets and roadways.

b. Parking lot lighting shall comply with Section 6.03.050 (Parking Lot Lighting) of this Development Code, and OMC Section 4-11.09(j).

c. Exterior light fixtures should use color-correct luminaires such as halogen, metal halide, or LED, to ensure true-color at night, visual comfort for pedestrians, and energy efficiency.

d. Pedestrian-level pole-mounted lighting, bollard lighting, ground-mounted lighting, or other low, glare-controlled fixtures mounted on buildings or walls, shall be used to light pedestrian walkways. Pole-mounted, building-mounted, or tree-mounted lighting fixtures shall be no more than 12 FT in height. Bollard-type lighting shall be no more than 4 FT in height.

e. Steps, ramps, and seatwalls shall be illuminated with built-in light fixtures, were possible.

15. Building Color. Building exteriors shall incorporate colors that are of compatible hues and intensities. Color schemes shall tie building elements together, relate separate buildings within the same development, and enhance the architectural form of a building.

a. Exterior building colors shall be low-reflecting and subtle. Furthermore, overly intense, overly bright, or fluorescent or Day-Glo colors, shall not be used on a building exterior, as determined by the Planning Director.

b. The exterior building color of a new development project shall be reviewed and approved in conjunction with the approval of the structure by the Approving Authority. Development projects consisting of multiple buildings shall incorporate colors that are coordinated between structures, utilizing compatible hues and intensities. The final review and approval of paint colors, utilizing a color test, may be required by the City, prior to painting a building.

c. All building mechanical equipment and appurtenances, including, but not limited to, meters, flues, vents, gutters, and utilities, shall match or complement the permanent color of the surface from which they are attached or project.

16. Equipment Screening.

a. *Single-Family Dwellings*. The placement of new exterior roof-mounted mechanical, heating and air conditioning equipment is prohibited; however, the replacement of existing permitted roof mounted equipment shall be permitted provided the replacement equipment does not exceed the size, height, and location of the existing equipment.

b. *Multiple-Family Dwellings*. The placement of exterior roof-mounted mechanical, heating and air conditioning equipment, and all appurtenances thereto, shall be completely screened from public view by parapet walls or roof screens that are architecturally treated so as to be consistent with the building architecture.

c. All ground-mounted utility equipment and structures, such as tanks, transformers, HVAC equipment, and backflow prevention devices, shall be located out of view from a public street, or adequately screened by landscaping and/or decorative low garden walls.

G. Small Lot Infill Subdivisions.

1. Purpose. The purpose of this Subsection is to regulate the development and subdivision of existing lots within certain residential and mixed use zoning districts, with infill small lots as an alternative form of fee simple homeownership.

2. Applicability. Small Lot Infill Subdivisions are permitted within residential and mixed use zoning districts specified in Table 5.02-1 (Land Use Matrix) of this Development Code.

3. Development Standards.

(a) *Site Development Standards.* A Small Lot Infill Single-Family Subdivision shall comply with the following site development standards:

(1) Maximum Number of Dwelling Units. A Small Lot Infill Single-Family Subdivision shall contain no more than 45 dwelling units.

(2) Density Range. A Small Lot Infill Single-Family Subdivisions shall comply with the density requirements of the underlying zoning district in which it is located.

(3) Lot Area and Dimension. Each individual lot established by a Small Lot Infill Single-Family Subdivision shall have a minimum area of 480 SF and a minimum lot width of 16 FT.

(4) Lot Coverage and Open Space.

(a) There shall be a maximum lot coverage of 80 percent for each individual lot established by a Small Lot Infill Subdivision.

(b) As an alternative to Subdivision (a), above, a Small Lot Infill Subdivision may provide common open space amenities within a common open space easement, which is equal to at least 20 percent of the total subdivision area, and having no horizontal dimension less than 5 FT Furthermore, each dwelling shall be provided a minimum of 50 SF of private open space (patios and/or balconies) having no horizontal dimension less than 5 FT.

(5) Lot Access. Access to a lot containing a dwelling unit and its required parking shall be by way of a public or private street, alley, or access easement.

(6) Off-Street Parking. Small Lot Infill Subdivisions shall provide off-street parking facilities pursuant to the requirements of Division 6.03 (Off-Street Parking and Loading) of this Development Code, except as follows:

(a) Off-street parking shall be provided for each dwelling at the minimum rate of 1.0 parking space per bedroom, plus guest/visitor parking at the minimum rate of 0.2 parking space per bedroom. A minimum of one space shall be provided in a fully enclosed garage.

(b) There shall be no limitations on the use of tandem parking spaces, except that tandem parking shall be no more than 2 parking spaces in depth and shall not be used for guest/visitor parking.

(7) **Fences, Walls, and Obstructions.** Refer to Section 6.02.020 (Design Standards for Residential Zoning Districts).

(8) **Landscaping.** Refer to Division 6.05 (Landscaping) and Paragraph 6.01.010.G.6 (Landscaping).

(9) ***Historic Preservation.*** Certain portions of residential and mixed use zoning districts are identified as historic or potentially historic and are listed on the City's Historic Resources Eligibility List. Development regulations set forth in Division 7.01 (Historic Preservation), and application processing and permitting regulations set forth in Division 4.02 (Discretionary Permits and Actions) and of this Development Code, shall apply in these instances.

(10) **Security Standards.** Refer to Ontario Municipal Code Title 4, Chapter 11 (Security Standards for Buildings).

(11) **Noise.** Habitable structures shall be designed and constructed to mitigate noise levels from exterior sources. Refer to OMC, Tile 5 (Public Welfare, Morals, and Conduct), Chapter 29 (Noise).

(12) **Airport Safety Zones.** Properties within the Airport Influence Area (AIA) established by the Ontario International Airport Land Use Compatibility Plan (ALUCP) shall be subject to the requirements and standards of the ALUCP.

(b) *Building Development Standards.*

(1) **Minimum Setbacks.**

(a) No front, side, or rear yard setback is required between interior lots within an approved Small Lot Infill Single-Family Subdivision; however, a minimum 5-FT setback shall be provided where a lot abuts a lot that is not created pursuant to this Section.

(b) The front yard setback required by the underlying zoning district shall apply to the front lot line of a Small Lot Infill Subdivision that abuts a public street.

(c) Any Small Lot Infill Subdivision **sharing** a property line with a LDR-5 (Low Density Residential - 2.1 to 5.0 DUs/Ac) or higher density residentially zoned property, shall provide front, side, and rear yard setbacks along the subdivision perimeter that are consistent with the requirements of the underlying residential zoning district.

(d) Any Small Lot Infill Single-Family Subdivision **not sharing** a property line with a LDR-5 (Low Density Residential - 2.1 to 5.0 DUs/Ac) or higher density residentially zoned property shall provide a minimum 5-FT setback along the side lot line of the subdivision perimeter and a minimum 10-FT setback along the rear lot line of the subdivision perimeter.

(2) Building Separations. There shall be a minimum 6-FT separation between buildings, except that a minimum 10-FT separation shall be provided between the front face (contains the primary entry) of a Small Lot Home and the adjacent building wall of a neighboring Small Lot Home. Chimneys may extend up to 2 FT into the minimum building separation area.

(3) Maximum Height. Within a Small Lot Infill Subdivision, the maximum allowed building height is 40 FT.

(4) Driveway Length. Straight-in driveways to garages shall have a minimum length of 18 FT, measured from the right-of way of a public or private street, or from the edge of a private drive. No driveways shall be more than 5 FT in length if parking is not provided in front of a garage.

4. Building Design.

(a) *Dwelling Orientation.*

(1) Small Lot Dwelling Units that abut a public or private street shall orient the primary entryway (front door) toward the street. Where there is a physical site constraint, provide a clearly identifiable pedestrian entry to the site from the street.

(2) Small Lot Dwelling Units located in the interior of the subdivision shall orient the primary entryway toward, and be visible from, a pedestrian pathway that is connected to a public or private street.

(3) Small Lot Dwelling Units that abut an alley shall orient the primary entryway toward the alley or shall be connected to a pedestrian pathway that leads directly to a public or private street.

(b) *Small Lot Dwelling Primary Unit Entries.*

(1) All Small Lot Dwelling Units shall have a primary entry. All primary entries shall be provided with the address or unit identification, ornamental low-level lighting to illuminate the entry area, and a porch or landing.

(2) All primary entries shall incorporate all of the following elements:

(a) The entry shall be recessed at least 3 FT behind the building façade to create a covered porch or landing area.

(b) The entry shall be designed with an overhead projection of at least 12 inches (awning, canopy, roof, or other design features) in depth, which distinguish the entry area from the rest of the building façade.

(c) The entry shall be clearly marked with a side lite window panel, adjacent window, or a door with a window.

(d) The entry porch or landing area shall be raised at least one stair step (6-inch riser) above the pedestrian pathway, except as otherwise required by the Building Code, Americans with Disabilities Act, or Universal Design Standards.

(e) The entry porch or landing area shall be enhanced with decorative paving, texture, pattern, or color that is differentiated from the pedestrian pathway.

(c) *Façade Articulation.* Façades facing a public or private street, the project perimeter, and all portions of exterior building elevations located greater than 7 FT from an adjacent Small Lot Dwelling Unit, shall be treated with an equal level of detail and articulation, and shall incorporate all of the following façade articulation techniques:

(1) Change in exterior building materials to include at least two high-quality building façade materials that accentuate or correspond to variations in building massing. Building materials may include, but are not limited to wood, glass, brick, metal spandrel, cement board siding, tile, or other material acceptable to the Approving Authority.

(2) Porticos, awnings, terraces, balconies, eyebrows, or trellises of at least 12 inches in depth that provide variations in the building plane.

(3) Window treatments that are recessed behind the building façade a minimum of 4 inches. Windows or doors that are flush with the plane of the building (rather than recessed at least 4 inches) will not qualify as facade articulation.

(4) A break in the façade plane of at least 8 inches in depth, which is applied to at least 10 vertical FT of the facade.

(5) Other additional architectural enhancements that create a human scale to the building. Examples include handrails, fixed planters, and ornamental details such as lighting, molding, tiles, or other similar design elements acceptable to the Approving Authority.

(d) *Varied Roofline.* Any Small Lot Dwelling Unit façade exceeding two stories in height, which faces a public or private street, shall be provided with an articulated roofline incorporating at least two of the following design elements:

(1) A roof with a slope equal to or greater than 3 inches of rise for every 12 inches of run, including but not limited to a sloped or curved roofline at the top of the dwelling.

(2) An open deck having a minimum clear area of 6 FT in depth and 8 FT in width.

(3) A flat roof with a minimum of 2 FT vertical height difference for a minimum of 10 horizontal FT along the roofline of each building façade.

(4) A vertical break in the façade plane of at least 1.5 FT in depth, which extends up and through the roofline.

(5) Any form of roofline variation incorporating a change or break in roof plane, such as horizontal recesses, incorporation of dormers, or other similar design elements acceptable to the Approving Authority.

(e) *Roof Decks.* All roof decks shall be stepped back a minimum of 5 FT from the roof edge to prevent direct views of abutting residential neighbors, except that roof decks facing a street are not required to be stepped back.

(f) *Building Massing Variation.*

(1) Small Lot Dwelling Units shall be grouped into clusters to avoid long spans of building wall, not to exceed six dwelling units in a single continuous row or 180 linear FT, whichever is less. Clusters of Small Lot Dwelling Units shall be separated with a building gap of at least 6 FT, which shall be treated with a combination of landscaping, open space, common walkways, or driveways.

(2) Small Lot Dwelling Units in a single row shall provide a horizontal change in plane in the building façade of at least 1.5 feet for every 3 dwelling units, or every 90 linear FT, whichever is less. The Approving Authority may approve alternate exterior building designs that achieve the City's desired variation in building massing.

(3) The exterior design of adjoining Small Lot Dwelling Units shall be unique, so as to provide architectural variety within a subdivision. A Small Lot Infill Subdivision containing more than 5 dwelling units in a single row shall provide at least two variations in building design, such as changes in dwelling orientation, primary entryways, fenestration patterns, façade articulation, and rooflines. A Small Lot development of 10 or more dwelling units shall provide at least 3 variations in exterior building design.

5. Pedestrian Connectivity and Access.

(a) *Pedestrian Pathways.*

(1) Pedestrian pathways, minimum 3 FT in width, shall be provided from the public street to all primary entryways and common areas.

(2) A pedestrian pathway located within or parallel to a common driveway shall be constructed and/or treated with a change of material, finish, pattern, or paving that distinguishes the pathway from vehicular traffic.

(3) Small Lot Infill Subdivisions shall provide pedestrian and bicycle access to surrounding neighborhood streets.

(b) *Walls and Fences.*

(1) Walls and fences abutting a public or private street or alley, or common open space area, shall be decorative. Walls shall be finished with a decorative masonry material, such as brick, natural or cultured stone, or stucco, or be constructed of decorative concrete block, such as split-face, slump, burnished, or shot block. Fences shall be constructed of ornamental tube steel or iron.

(2) Garden walls and fences, maximum 3 FT in height, that abut a public or private street shall provide a point of entry into each individual lot that abuts the street.

(c) *Landscaping, Common Open Space Areas, and Amenities.*

(1) All areas of a Small Lot Infill Subdivision not used for buildings, parking areas, driveways, pedestrian pathways, utilities, or common open space areas shall be automatically irrigated, and fully landscaped and maintained.

(2) Required common open space areas shall have a minimum area of 300 SF, with no horizontal dimension less than 15 FT, measured perpendicular from any point on each of the boundaries of the open space area. Driveways, parking spaces, or pedestrian pathways cannot be counted toward the open space requirement.

(3) Required common open space areas shall be open to the sky and have no structures that project into the common open space area, excepting structures provided as a common open space enhancement pursuant to Subparagraph G.3(c)(5), below.

(4) Common open space areas shall be located at grade level, contiguous or connected, and readily accessible to all residents of the Small Lot Infill Subdivision.

(5) Common open space areas shall be multi-functional and designed to accommodate a range of passive, active, or social uses, and may include enhancements such as activity lawns, swimming pools, spas, picnic tables, benches, children's play areas, ball courts, barbecue areas, sitting areas, decorative bike racks, and/or dog washing stations. Enhanced common side and rear yards that meet the minimum area and dimension specified in Subparagraph G.3(c)(2), above, may be counted toward common open space requirements.

(6) All yards of a subdivision abutting the right-of-way shall be improved with landscaping (combination of groundcover, shrubs, and trees) and amenities. Amenities may include decorative fencing, uncovered patios, enhanced pedestrian pathways, garden walls, seating areas, and/or decorative bike racks.

6. Small Lot Infill Subdivisions with Existing Dwellings. Small Lot Infill Subdivisions incorporating existing dwelling units, such as, but not limited to, multiple detached single-family structures or historic detached bungalow courts on a single lot, may be subdivided. The conversion of an existing structure to a Small Lot Infill Subdivision shall be required to comply with the following design standards:

(a) *Common Access Driveway.* Existing common access driveways, pedestrian pathways, and central common open space areas shall be maintained and not reduced in size.

(b) *Pedestrian Pathway.* Pedestrian pathways, minimum 3 FT in width, shall be provided from the public street to all primary entryways and common areas, such as centralized trash enclosures, guest parking, and open space easements, etc. If narrower pathways exist, they may be maintained in the same footprint and area and shall not be further reduced in width.

(c) *Existing Structures.* New dwelling unit construction or building additions affecting designated or identified historic structures shall be in conformance with the Secretary of the Interior's Standards for Rehabilitation.

(d) *New Dwelling.* All new dwelling units shall meet all applicable design standards in Paragraphs G.3 (Development Standards) and G.4 (Building Design) of this Subsection.

(e) *Landscaping.* All areas of the Small Lot Infill Subdivision not used for buildings, parking areas, driveways, pedestrian pathways, utilities, or amenity areas shall be fully landscaped and maintained, and automatically irrigated.

H. Density Bonus and Other Incentives.

1. Purpose. The purpose of these provisions is to establish a process whereby the City may provide a density bonus and other incentives to a developer agreeing or proposing to produce affordable housing within the City. The density bonus and incentives allowed by these regulations are used by the City as a means of meeting its commitment to encouraging the provision of affordable housing to all economic groups living within the City.

2. Applicability. A developer may request a density bonus and other incentives as prescribed in GC Section 65915, et seq. These density bonus provisions shall apply to single-family and multiple-family residential development projects, and mixed-use development projects, which contain a minimum of 5 dwelling units, excluding dwellings units granted as a density bonus.

3. Procedure.

a. A request for a density bonus and other incentives shall be filed, processed, and acted upon following the procedures for Development Agreements contained in Section 4.01.015 (Development Agreements) of this Development Code, and shall require the approval and adoption of a Development Agreement and a Density Bonus Agreement for its implementation. The Density Bonus Agreement shall be filed, processed, and acted upon following the procedures for Development Agreements.

b. A request for a density bonus, in and of itself, shall not require a General Plan Amendment, Zone Change, Development Agreement, or other discretionary approval and shall be filed, processed, and acted upon following the procedures for Ministerial (Administrative) Permits and Decisions.

4. Findings and Decision. In considering a proposed density bonus and other incentives, the Approving Authority shall consider and clearly establish that the density bonus and other incentives are consistent with the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan, and any applicable specific plans, giving reasons as to how the proposed density bonus and other incentives are consistent. Furthermore, the Approving Authority shall grant the requested concession or incentive, unless one or more of the following findings is established, based upon substantial evidence:

a. The concession or incentive is not required in order to provide for affordable housing costs, as defined in HSC Section 50052.5, or for rents for the targeted units to be set as specified in GC Section 659159(c).

b. The concession or incentive would have a specific adverse impact, as defined in GC Section 65589.5(d)(2), upon public health and safety or the physical environment, or on any real property that is listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low- and moderate-income households.

c. The concession or incentive would be contrary to state or federal law.

I. Residential Design Guidelines.

1. The City Council adopted Residential Design Guidelines, included as Reference "D" of this Development Code, applicable to all residential zoning districts, which are intended as a reference to assist the designer in understanding the City's goals and objectives for residential development. The guidelines compliment the mandatory residential development regulations

contained in this Section, by providing examples of potential design solutions, and by providing design interpretations of the various mandatory regulations contained herein.

2. The design guidelines authorized herein shall be enforceable in the same manner and to the same extent as any other applicable requirement of this Development Code.

6.01.015: Commercial Zoning Districts

A. **Purpose.** The purpose of the provisions of this Section is to ensure that development within commercial zoning districts of the City will contribute toward an urban environment of stable, desirable character; which is compatible with existing and future development; and is consistent with the goals and policies of the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan. These regulations are further established to:

1. Promote the construction of well-designed professional office buildings.

2. Reserve certain areas of the City, consistent with the Policy Plan (General Plan) component of The Ontario Plan, allowing the establishment of a full range of retail stores, business and professional offices, personal and business service establishments, transportation related service establishments, and certain wholesale establishments, which are scaled to meet the needs of City neighborhood dwellers, residents of the City as a whole, residents of the nearby region and visitors.

3. Establish appropriate standards for the siting of neighborhood convenience retail stores, helping foster neighborhood cohesion, and reducing the need for vehicular traffic.

4. Encourage the construction of attractive and functional community shopping centers at strategic locations throughout the City, consistent with the Policy Plan (General Plan) component of The Ontario Plan.

5. Ensure adequate space on commercial lots to meet the needs of commercial development, including on-site parking, loading, and landscaping.

6. Provide a strong economic and financial base, and to increase employment opportunities for City residents and those of the surrounding area.

7. Ensure a high quality of exterior appearance for commercial uses and structures is maintained in harmony with the visual character of the area in which they are located, and at the same time, minimize the impact of uses and structures on surrounding residential neighborhoods.

8. Provide specific design guidelines that will result in well-designed and high quality commercial development projects.

B. **Applicability.** The standards and guidelines established by this Section shall apply to each of the City's commercial zoning districts. Furthermore, the provisions of this Section shall apply to all commercial land subdivisions and any new commercial construction, addition, remodel, or reallocation requiring a building permit or other similar entitlement by the City.

C. **Commercial Zoning District Development Standards.** Development within commercial zoning districts shall comply with the requirements of Table 6.01-8 (Commercial Zoning District

Development Standards), below, which specifies standards for the development of structures within the CS, CN, CC, CR, CCS, OL, and OH zoning districts.

Table 6.01-8: Commercial Zoning District Development Standards

Requirements	Commercial Zoning Districts							Additional Regulations
	CS	CN	CC	CR	CCS[6]	OL	OH	
A SITE DEVELOPMENT STANDARDS								
1. Minimum Lot Size	10,000 SF				20,000 SF	7,200 SF		Note 1
2. Maximum Floor Area Ratio (FAR)	0.4				1.0	0.75		Note 5
3. Minimum Lot Dimensions								
a. Lot Width	100 FT					60 FT		Note 1
b. Lot Depth	100 FT							Note 1
4. Minimum Landscape Coverage	Refer to Division 6.05 (Landscaping) landscape standards. Also refer to Paragraph 6.01.010.G.6.c (Single-Family Cluster and Multiple-Family Development) for additional standards addressing multiple-family development within commercial zoning districts.							
a. Interior Lots	15%		10%			15%		Notes 2 and 3
b. Corner Lots	18%		13%			18%		Notes 2 and 3
c. Off-Street Parking Areas	7%							Section 6.05.040.D (Landscaping of Off-Street Parking Facilities)
5. Minimum Parking Space and Drive Aisle Separations								
a. Parking Space or Drive Aisle to Street Property Line								
(1) Freeway	20 FT							
(2) Arterial Street	20 FT				25 FT	20 FT		
(3) Collector and Local Street	20 FT				15 FT	10 FT		
b. Parking Space or Drive Aisle to Interior Property Line	10 FT	5 FT						
Exception: Property line common to a residential zoning district	10 FT (area shall be densely landscaped)							
c. Parking Space or Drive Aisle to Buildings, Walls, and Fences	5 FT							Note 4
6. Walls, Fences and Obstructions	Refer to Section 6.02.025 (Design Standards for Nonresidential Zoning Districts).							
7. Off Street Parking	Refer to Division 6.03 (Off-Street Parking and Loading).							
8. Property Appearance and Maintenance	Refer to Division 6.10 (Property Appearance and Maintenance).							

Table 6.01-8: Commercial Zoning District Development Standards

Requirements	Commercial Zoning Districts							Additional Regulations
	CS	CN	CC	CR	CCS[6]	OL	OH	
9. Historic Preservation	Certain portions of commercial zoning districts are identified as historic or potentially historic and are listed on the City's Historic Resources Eligibility List. Development regulations set forth in Division 7.01 (Historic Preservation), and application processing and permitting regulations set forth in Division 4.02 (Discretionary Permits and Actions) and of this Development Code, shall apply in these instances.							
10. Signs	Refer to Division 8.1 (Sign Regulations).							
11. Security Standards	Refer to Ontario Municipal Code Title 4, Chapter 11 (Security Standards for Buildings).							
12. Noise	Buildings shall be designed and constructed to mitigate noise levels from exterior sources. Refer to OMC, Tile 5 (Public Welfare, Morals, and Conduct), Chapter 29 (Noise).							
13. Airport Safety Zones	Properties within the Airport Influence Area (AIA) established by the LA/Ontario International Airport Land Use Compatibility Plan (ALUCP) shall be subject to the requirements and standards of the ALUCP.							
B BUILDING DEVELOPMENT STANDARDS								
1. Minimum Street Setback								
a. From Freeway Property Line	20 FT							
b. From Arterial Street Property Line	20 FT				25 FT	20 FT		
c. From Collector and Local Street Property Line	20 FT				15 FT	10 FT		
2. Minimum Interior Property Line Setback	10 FT	5 FT	0 FT			5 FT	0 FT	
Exception: Setback at a property line common to a residential zoning district	15 FT		20 FT			15 FT		
3. Maximum Height	35 FT		55 FT			35 FT	65 FT	
Exception: Project contains properties having one or more property lines common with, or across the street from, a residential zoning district	Same as the adjacent residential zoning district. This exception shall not apply to development projects within the CIV (Civic) zoning district that are subject to the requirements of the OH zoning district.							
4. Minimum Setback from Major Pipelines (to habitable structures)	50 FT							Note 5

Notes:

1. *There is no minimum lot area or dimension for common interest subdivisions established pursuant to Section 6.08.010 (Common Interest Subdivisions) of this Development Code.*
2. *Landscaped areas with a minimum dimension of 5 FT or more shall contribute toward the "minimum landscape coverage" calculation.*
3. *The "minimum landscape coverage" calculation for interior and corner lots shall exclude all landscaped areas located within public rights-of-way.*

4. *The minimum separation area between a building, wall or fence, and a parking space or drive aisle, shall be fully landscaped. The separation area may include pedestrian walkways, as necessary; however, a minimum 3-FT wide planter area shall be maintained between a building wall and a pedestrian walkway. The minimum separation dimension does not include any area devoted to vehicle overhang.*

5. *Includes major high pressure pipelines for fuel oil, gasoline, and diesel and aviation fuels within the City. Existing pipelines include:*

   a. *Two parallel pipelines (a 16-inch and a 20-inch) that enter the City at Benson Avenue, traveling parallel to the northerly side of the Southern Pacific right-of-way to Ontario International Airport, then parallel to the southerly side of the Southern Pacific right-of-way, then parallel to the northerly side of the right-of-way beyond Ontario International Airport, then exiting the City at Etiwanda Avenue; and*

   b. *Two parallel pipelines that traverse the easterly portion of the City, entering the City at the southerly portion of Milliken Avenue, then traveling north under Milliken Avenue to Inland Empire Boulevard, then east to Rochester Avenue, then north to the City Limits.*

6. *Development standards applicable to projects within the CCS (Convention Center Support Commercial) zoning district within the Ontario Sports Empire may be subject to the Minor Adjustments/Alterations process under Section 4.02.020(C) of this Development Code.*

D. Exceptions to Development Standards.

1. Building Height.

a. *Aerials and Antennas, Chimneys, Cupolas, Elevator Penthouses, Flagpoles, Monuments, Parapet Walls, Spires, Towers, Water Tanks, and Other Similar Structures*. Aerials and antennas, chimneys, cupolas, elevator penthouses, flagpoles, monuments, parapet walls, spires, towers, water tanks, and other similar structures may be erected to a height of up to 25 percent above the prescribed height limit of the base zoning district.

b. *Amateur (HAM) Radio Antennas*. HAM radio antennas may exceed the maximum prescribed height limit of a zoning district by a maximum of 10 FT. The Zoning Administrator, however, may allow HAM radio antennas to exceed this height limitation if it is necessary to accommodate amateur radio service communications. A HAM radio antenna that exceeds the maximum prescribed height limit of the zoning district in which it is located shall not exceed the minimum height and dimensions necessary to accommodate amateur radio service communications.

c. *Wireless Telecommunication Facilities*. Wireless telecommunication facilities shall comply with Section 5.03.420 (Wireless Telecommunications Facilities) of this Development Code.

2. Encroachments into Required Setback Areas.

a. *Balconies.* Balconies may extend into a required street or interior property line setback area a maximum of 50 percent of the required setback, not to exceed 4 FT.

b. *Cornices, Eaves, Canopies, Decorative Wall Elements, and Similar Architectural Features*. Cornices, eaves, canopies, decorative wall elements, and similar architectural features may extend into a required street or interior property line setback area a maximum of 50 percent of the required setback, not to exceed 4 FT.

c. *Signs*. Signs and advertising structures may encroach into a required front setback area, street side setback area, or rear setback area of a through-lot, pursuant to Division 8.1 (Sign Regulations) of this Development Code.

d. *Walls, Fences, and Obstructions.* Walls, fences, and obstructions may be permitted within required setback areas pursuant to the provisions of Division 6.02 (Fences, Walls, and Obstructions) of this Chapter.

E. General Provisions.

1. Building Setback Areas Adjoining Streets. Except as otherwise specifically provided by this Development Code, required setback areas adjoining streets shall only be used for the placement of landscaping and irrigation installed pursuant to Division 6.05 (Landscaping), vehicular and pedestrian accesses, off-street parking and vehicular circulation, and site lighting pursuant to Division 6.03 (Off-Street Parking and Loading), walls and fences installed pursuant to Division 6.02 (Walls, Fences, and Obstructions), and signs installed pursuant to Division 8.1 (Sign Regulations) of this Development Code.

2. Location of Off-Street Parking Lots on Properties that Front or Have Direct Access to Euclid Avenue. Proposed off-street parking lots on properties with Euclid Avenue frontage, or having direct access to Euclid Avenue, shall be located at the side or rear of the buildings they serve, excepting shared off-street parking lots serving shopping centers. This provision shall not preclude the City approval of access driveways to parking lots on properties with Euclid Avenue frontage or having direct access to Euclid Avenue.

3. Parking Space and Drive Aisle Setback Areas. Parking space and drive aisle setback areas required pursuant to Table 6.01-7 (Commercial Zoning District Development Standards) of this Division shall only be used for landscaping and irrigation installed pursuant to Division 6.05 (Landscaping), walls and fences installed pursuant to Division 6.02 (Walls, Fences, and Obstructions), and signs installed pursuant to Division 8.1 (Sign Regulations) of this Development Code.

4. Compatibility with Existing Surrounding Development. New buildings shall respect and enhance the qualities and features of the existing neighborhood or area in which they are built. In-fill development projects within existing developed areas that have an established character shall be compatible with, or complement, the established architectural character of the area in terms of **[i]** consistency of rooflines, materials, and colors; **[ii]** similar window and door patterns; and **[iii]** similar decorative elements.

5. Compatibility within a Complex or Center. Development projects consisting of multiple buildings within a complex or center shall be designed as a distinct place or district, establishing a cohesive identity for the development, which differentiates it from other commercial development projects within the area.

6. 360-Degree Architecture. Buildings shall not have the appearance of a false facade attached to the front of a uniform building shell. A building shall be designed to ensure that it's massing and proportion, along with its colors and architectural detailing, are consistent on all building walls, giving a four-sided (360-degree) appearance.

7. Corporate Architecture. A building within a complex or center, or an in-fill building within a developed area that has an established character, shall not be dominated by corporate or trademark architectural details, or building forms intended to serve as signing and marketing elements.

a. Individual corporate image, trademark, or design elements and colors intended to market the occupant of a building shall be incorporated only as secondary design elements, and not as dominant features of the building. These secondary design elements shall be compatible with the surrounding development and shall not define the character or style of the building or development.

b. The City hereby reserves the right to require significant departures from "corporate architecture," which is proposed for the purpose of marketing or branding the occupant of a structure, when such architectural features are determined by the Approving Authority, to dominate the established architectural theme or character of a complex or center, or that of a developed area that has an established architectural character.

8. Building Materials. Building exteriors shall be finished with attractive and durable materials, which are of high quality and require minimal maintenance.

a. *Acceptable Exterior Building Finishes.* Exterior building finishes shall be classified according to their visual weight and are listed in Table 6.01-9 (Acceptable Exterior Building Finishes), below. The list of finishes is not all-inclusive but is intended to describe the types of finishes applicable to each weighted category.

Table 6.01-9: Acceptable Exterior Building Finishes

Heavy Materials	*Intermediate Materials*	*Light Materials*
Natural Stone	Stucco	Natural Wood
Integrally-Colored Decorative Masonry Block	Exterior Insulation and Finishing System (EIFS)	Cement Board
Brick	Smooth Textured Tilt-Up or Precast Concrete Panels	Synthetic Wood
Cast and Synthetic Stone		Architectural Metal
Richly Textured Tilt-Up or Precast Concrete Panels		Glass Curtain Wall

b. *Hierarchy of Materials.*

(1) **Heavy Materials**—Heavy materials shall be principally located: (a) at the base of the structure, as a foundation material that visually carries the weight of the structure; and/or (b) on significant architectural elements of a structure, to define those elements or suggest that the building has been built and added to, over time. Generally, heavy materials comprise the foundation (most visually significant) materials used on the exterior wall surface area.

(2) **Intermediate Materials**—Intermediate materials shall be situated so as to be visually supported by heavy materials. Generally, intermediate materials comprise the body (primary building material) of a building.

(3) **Light Materials**—Light materials shall be positioned above intermediate materials, at the top of the structure, and visually supported by the intermediate and heavy materials below.

c. *Manufactured Materials.* The use of manufactured materials, such as synthetic, cast, and cultured materials is allowed, provided the materials are identical in

appearance and of equal or greater durability to the natural materials they are intended to emulate.

9. Use of Structural Masonry and Masonry Veneers. Concrete block, brick, stone, and other types of structural masonry or masonry veneer shall be detailed as masonry bearing walls, especially at openings. Proper masonry detailing allows the building to be more pleasing to the eye, as the openings appear to be structurally supported.

a. *Exterior Corners.* Stone and brick used on exterior walls shall not terminate at exterior corners, except where such termination would be consistent with the architectural style being represented.

b. *Masonry Openings.* Openings in a block, brick, or stone façade, including all windows and doors, shall have a lintel, arch, or soldier course at the top of the opening, which appears to structurally support the area of masonry above the opening.

c. *Horizontal Change in Material.* A horizontal change in material from masonry to another material shall include a decorative cap or sill that projects from the face of the building.

10. Parapets and Cornices.

a. A parapet wall and decorative cornice shall be used to visually terminate an exterior wall on a building with a flat roof and shall be used as the primary method for screening roof-mounted mechanical equipment.

b. The parapet and cornice design shall be in proportion to the size and scale of the building and shall reflect the architectural style and detailing of the building.

11. Gutters and Downspouts.

a. Gutters and downspouts shall be concealed from public view, unless designed as a continuous architectural feature.

b. Exposed gutters and downspouts used as architectural features should be colored to match the fascia or wall material to which they are attached.

c. Care shall be taken to avoid locating downspouts near building public entrances and openings.

12. Glazing. The ground floor glazing of a building shall be transparent. Ground floor transparency guarantees a visual connection to the casual observer located at the building exterior, which is an essential feature of commercial structures. By exposing the ground floor to the exterior, there is an invitation to participate with the activity inside. Furthermore, the use of transparent glazing provides the City's public safety personnel the ability to view inside a building without having to first enter the structure.

a. The minimum glazing required on all primary building façades shall be equal to at least 60 percent of the view plane area, with at least 50 percent of the view plane area being transparent.

b. For the purposes of these regulations governing glazing on a building, the following words, terms, and phrases are defined as follows:

(1) *Primary Facade*. Primary facade shall mean any exterior building elevation that faces a street, access way, pedestrian walkway, or drive aisle internal to a complex or center. For the purposes of this requirement, alleys and service drives shall not be considered a street, access way, or internal drive aisle.

(2) *View Plane Area.* View plane area shall mean the wall area on the primary façade of a building, which is located between 2 FT and 10 FT above the adjacent exterior grade.

(3) *Transparent*. Transparent shall mean glazing that is see-through from both the exterior and the interior of the building. This does not, however, preclude the use of tinted glazing.

c. This standard shall not apply if the Approving Authority determines that the required transparency is inconsistent with the operational or design needs of the building.

13. Lighting. Commercial development shall incorporate lighting fixtures that are decorative and are designed to eliminate adverse impacts of light spillover and promote safe vehicular and pedestrian access.

a. Light fixtures shall be full cut-off fixtures to prevent glare and light spill off the project site onto adjacent properties, buildings, and roadways.

b. Parking lot lighting shall comply with Section 6.03.050 (Parking Lot Lighting) of this Development Code and OMC Section 4-11.09(j).

c. Lighting fixtures shall be color-correct types, such as halogen, metal halide, or LED, to ensure true-color at night, visual comfort for pedestrians, and energy efficiency.

d. Pedestrian-level pole-mounted lighting, bollard lighting, ground-mounted lighting, or other low, glare-controlled fixtures mounted on buildings or walls shall be used to light pedestrian walkways. Pole-mounted, building-mounted, or tree-mounted lighting fixtures shall be no more than 12 FT in height. Bollard-type lighting shall be no more than 4 FT in height.

e. Steps, ramps, and seatwalls shall be illuminated with built-in light fixtures, were possible.

14. Building Color. Building exteriors shall incorporate colors that are of compatible hues and intensities. Color schemes shall tie building elements together, relate separate buildings within the same development, and enhance the architectural form of a building.

a. Exterior building colors shall be low-reflecting and subtle. Furthermore, overly intense, overly bright, or fluorescent or Day-Glo colors, shall not be used on a building exterior, as determined by the Planning Director.

b. The exterior building color of a new development project shall be reviewed and approved in conjunction with the approval of the structure by the Approving Authority. Development projects consisting of multiple buildings shall incorporate colors that are coordinated between structures, utilizing compatible hues and intensities. The final review and

approval of paint colors, utilizing a color test, may be required by the City, prior to painting a building.

c. All building mechanical equipment and appurtenances, including, but not limited to, meters, flues, vents, gutters, and utilities, shall match or complement the permanent color of the surface from which they are attached or project.

15. Roof Access Ladders. Ladders for roof access shall be mounted on the inside of the building, or if located on the building exterior, shall be completely concealed from public view.

16. Equipment Screening.

a. All exterior roof-mounted mechanical, heating and air conditioning equipment, and all appurtenances thereto, shall be completely screened from public view by parapet walls or roof screens that are architecturally treated so as to be consistent with the building architecture.

b. All ground-mounted utility equipment and structures, such as tanks, transformers, HVAC equipment, and backflow prevention devices, shall be located out of view from a public street, or adequately screened by landscaping and/or decorative low garden walls.

17. Refuse Storage Areas (Trash Enclosures).

a. Within commercial zoning districts, refuse and recyclable materials shall be stored in an appropriate container, out of view of public or private streets, and adjacent properties.

b. Refuse and recyclable materials container storage shall be within City-approved enclosures designed to contain separate containers for the collection of refuse and recyclable materials. The number of trash enclosures required, their precise locations and dimensions, and their design shall be pursuant to the City's Refuse and Recycling Planning Manual. The requirement for refuse container storage areas may be reduced or waived by the Approving Authority if a trash compactor is used, which is screened from public view.

c. Trash enclosures shall consist of a minimum 6-FT high decorative masonry wall, with appropriate view-obstructing gates for container access, and separate pedestrian access, which is designed to screen the interior of the enclosure from view from the exterior and prevent refuse dispersion. The enclosure design shall be consistent with the architectural design of adjacent buildings and shall include a decorative overhead roof structure to protect bins containing recyclable materials from adverse environmental conditions, which might render the collected materials unusable.

d. To the extent practicable, trash enclosures shall be located away from property lines common with sensitive uses, such as, but not limited to, dwellings, schools, playgrounds, childcare centers, health care facilities, rehabilitation centers, convalescent centers, and retirement homes.

e. Trash enclosure dimensions shall be of adequate size to accommodate containers consistent with the City's current methods of collection within the area in which the project is located.

f. Signs clearly identifying all recycling and refuse collection areas, and the materials accepted for recycling, shall be posted adjacent to all points of access to each trash enclosure.

g. Trash enclosures shall be bordered by a minimum 5-FT wide planter and screened with landscaping on all exposed sides, excluding the side with bin access gates, except when located out of public view.

h. Prior to the issuance of an occupancy permit, a developer or property owner(s) may be required to develop a written recycling plan, which specifies the identification of targeted materials to be recycled, and methods of recycling program promotion to tenants.

18. Trip Reduction. All new development projects shall fully implement trip reduction measures in compliance with Division 6.04 (Congestion Management and Trip Reduction) of this Chapter.

19. Outdoor Loading and Storage Areas.

a. Loading facilities shall be designed and constructed pursuant to Division 6.03 (Off-Street Parking and Loading) of this Development Code.

b. Areas designated for open space, landscaping, off-street parking, loading, and vehicular circulation and maneuvering shall not be used for the outdoor storage of materials or equipment.

c. The outdoor storage of materials and equipment shall be permitted only within the CC and CR zoning districts in conjunction with, and ancillary to, the primary allowed land use. Outdoor loading and storage areas, and loading doors, shall be fully enclosed by a masonry screen wall with view-obstructing gates pursuant to Paragraph 6.02.025.A.2 (Screening of Outdoor Loading and Storage Areas, and Loading Doors) of this Development Code. Walls and gates visible to the public shall be decorative. Chain link fencing with a screening material shall not be used to screen loading and storage activities and areas.

20. Outdoor Activities. All business activities shall be conducted entirely within a completely enclosed structure, except for the following:

a. Sale or display of new or used automobiles, boats, trucks, recreational vehicles and similar large equipment;

b. Outdoor cafes and eating areas;

c. Sale or display of building material, lumber, nursery stock and similar bulk stock, subject to the location and screening requirements of this Section;

d. Temporary activities, such as Christmas tree sales, sidewalk sales and other temporary or seasonal activities, subject to the issuance of an Administrative Use Permit for temporary uses, activities, and facilities pursuant Section 4.03.015 (Administrative Use Permits) of this Development Code;

e. Off-street parking facilities, and outdoor loading and storage areas, which are properly screened pursuant to Paragraph 6.02.025.A.2 (Screening of Outdoor Loading and Storage Areas, and Loading Doors) of this Chapter; and

f. As allowed pursuant to the standards contained in Division 5.03 (Standards for Specific Land Uses, Activities as Facilities) of this Development Code.

21. Noise. Within all commercial zoning districts, structures and equipment shall be designed, located, constructed, and operated in a manner so as not to exceed the maximum interior and exterior noised levels set forth in OMC Title 5 (Public Welfare, Morals, and Conduct), Chapter 29 (Noise).

22. Airport Safety Zones. Within commercial zoning districts, properties located within the Airport Influence Area (AIA) established by the LA/Ontario International Airport Land Use Compatibility Plan (ALUCP) shall be subject to the requirements and standards of the ALUCP.

23. Security Standards. Within commercial zoning districts, any lot, and any building or structures thereon, shall comply with all applicable requirements of OMC Title 4 (Public Safety), Chapter 11 (Security Standards for Buildings).

F. Commercial Design Guidelines.

1. The City Council adopted Commercial Design Guidelines, included as Reference "E" of this Development Code, applicable to all commercial zoning districts, which are intended as a reference to assist the designer in understanding the City's goals and objectives for commercial development. The guidelines compliment the mandatory commercial development regulations contained in this Section, by providing examples of potential design solutions and by providing design interpretations of the various mandatory regulations contained herein.

2. The design guidelines authorized herein shall be enforceable in the same manner and to the same extent as any other applicable requirement of this Development Code.

6.01.020: Mixed Use Zoning Districts

A. Purpose.

1. The purpose of this Section is to establish regulations intended to encourage innovative mixed-use development as an alternative to the typical suburban, use-segregated developments found throughout the Inland Empire, which is consistent with the goals and policies of the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan. Generally, mixed-use districts are intended for the creation of development projects that:

a. Create a dynamic, walkable, mixed-use environment;

b. Provide for a development pattern that encourages the use of public transportation;

c. Provide for a mix of housing types that are within close proximity to retail and service uses;

d. Establish high standards for the design and development of buildings, infrastructure, and landscaping;

e. Ensure a high degree of pedestrian and vehicular connectivity, and enhance the vitality of commercial corridors within the City;

f. Facilitate the development of housing, retail, and office uses within close proximity to one another, allowing residents to walk to retail and service uses, and transit services; and

g. In selected areas, locate buildings close to the street, so that streets and squares feel enclosed, establishing outdoor rooms.

2. The intent of each established mixed-use district is as follows:

a. *Downtown Mixed-Use Area*. The Downtown Mixed-Use District (MU-1 zoning district) is intended to accommodate an intensive mixture of vertical and horizontal retail and office uses at a development intensity of up to 2.0 FAR, and residential uses at a density of 25 to 75 DU/AC. The Downtown Mixed-Use District is intended to encourage the development and revitalization of the City's historic downtown district in such manner as to achieve the District's full potential as a unique shopping and residential area, as well as the City's focus for governmental, cultural, and educational activities.

b. *East Holt Mixed-Use Area*. The East Holt Mixed-Use District (MU-2 zoning district) is intended to accommodate the intensification of the East Holt Boulevard Corridor with low-rise (up to 5 stories) buildings housing a mixture of retail and office uses at a development intensity of up to 2.0 FAR and 1.0 FAR, respectively, and residential uses at a density of 14 to 40 DU/AC. The intent of this zoning district is to create identity and place along the Holt Boulevard Corridor and provide a connection between the Downtown Mixed Use Area and the Ontario Airport Metro Center.

c. *Euclid/Francis Mixed-Use Area*. The Euclid/Francis Mixed-Use District (MU-11 zoning district) is intended to accommodate a low-rise (up to 3 stories) mixture of retail uses at an intensity of up to 1.0 FAR, and residential uses at a density of 14 to 25 DU/AC, that will create identity and place along the Euclid Avenue corridor.

B. Applicability. The standards and guidelines established by this Section shall apply to each of the City's mixed-use zoning districts. Furthermore, the provisions of this Section shall apply to all land subdivisions for mixed-use purposes, and any new mixed-use construction, addition, remodel, or reallocation requiring a building permit or other similar entitlement by the City.

C. Mixed Use Zoning District Development Standards. Development within the MU-1, MU-2, and MU-11 mixed-use zoning districts shall comply with the following standards:

1. MU-1 (Downtown Mixed Use Area) Zoning District.

a. *Planned Unit Development Required*. Within the MU-1 zoning district, development shall occur only after a Planned Unit Development has first been adopted for the affected property pursuant to Section 4.01.030 (Planned Unit Developments and Amendments) of this Development Code.

b. *Area Plan and Form-Based Development Standards In Lieu of Planned Unit Development Adoption*. In lieu of Planned Unit Development adoption, the City may elect to prepare and adopt an Area Plan to provide additional policy-level guidance for development

within MU-1 zoning district, in conjunction with the inclusion of appropriate form-based development standards within this Section, to be established on a minimum per block basis.

c. *Allowed Development Density/Intensity*. Within the MU-1 zoning district, residential development shall range from a minimum allowed density of 25 dwelling units per acre, to a maximum allowed density of 75.0 dwelling units per acre. Commercial-retail and/or office development shall not exceed 2.0 FAR.

d. *Downtown Ontario Design Guidelines*. In August 1998, the City Council adopted the Downtown Ontario Design Guidelines, included as Reference "C" of this Development Code, which establishes a set of architectural, graphic, and lighting design principles, to provide guidance to business owners, homeowners, City staff, and design professionals, for the development and/or rehabilitation of properties within the City's historic original downtown area (project area). The project area is bordered by "I" Street on the north, Vine Street on the west, Sultana Avenue on the east, and railroad tracks on the south, and is defined in Figure 1.4 (Land Use Districts) of the Downtown Ontario Design Guidelines. The design guidelines also apply to those properties located across the street from, and directly abut, the project area.

2. MU-3 (East Guasti Mixed Use) Zoning District.

a. *Planned Unit Development Required*. Within the MU-3 zoning district, development shall occur only after a Planned Unit Development has first been adopted for the affected property pursuant to Section 4.01.030 (Planned Unit Developments and Amendments) of this Development Code.

b. *Allowed Development Density/Intensity*. Within the MU-3 zoning district, commercial and residential development shall be low-rise, not to exceed 5 stories in height. Residential development shall range from a minimum allowed density of 20.0 dwelling units per acre, to a maximum allowed density of 65.0 dwelling units per acre. Commercial-retail and office development shall not exceed 1.0 FAR.

3. MU-6 (East Holt Boulevard Mixed Use Area) Zoning District.

a. *Planned Unit Development Required*. Within the MU-6 zoning district, development shall occur only after a Planned Unit Development has first been adopted for the affected property pursuant to Section 4.01.030 (Planned Unit Developments and Amendments) of this Development Code.

b. *Allowed Development Density/Intensity*. Within the MU-6 zoning district, residential development shall range from a minimum allowed density of 14.1 dwelling units per acre, to a maximum allowed density of 40.0 dwelling units per acre. Commercial-retail development shall not exceed 1.0 FAR and commercial-office development shall not exceed 2.0 FAR.

4. MU-8B (Mountain/Fourth Mixed Use) Zoning District.

a. *Planned Unit Development Required*. Within the MU-8B zoning district, development shall occur only after a Planned Unit Development has first been adopted for the affected property pursuant to Section 4.01.030 (Planned Unit Developments and Amendments) of this Development Code.

b. *Allowed Development Density/Intensity.* Within the MU-8B zoning district, commercial and residential development shall be low-rise, not to exceed 5 stories in height. Residential development shall range from a minimum allowed density of 20.0 dwelling units per acre, to a maximum allowed density of 75.0 dwelling units per acre. Commercial-retail and office development shall not exceed 1.0 FAR.

5. MU-8C (West Holt Boulevard Mixed Use) Zoning District.

a. *Planned Unit Development Required.* Within the MU-8C zoning district, development shall occur only after a Planned Unit Development has first been adopted for the affected property pursuant to Section 4.01.030 (Planned Unit Developments and Amendments) of this Development Code.

b. *Allowed Development Density/Intensity.* Within the MU-8C zoning district, commercial and residential development shall be low-rise, not to exceed 5 stories in height. Residential development shall range from a minimum allowed density of 14.0 dwelling units per acre, to a maximum allowed density of 40.0 dwelling units per acre. Commercial-retail development shall not exceed 1.0 FAR and commercial-office development shall not exceed 2.0 FAR.

6. MU-8D (Euclid/Francis Mixed Use Area) Zoning District.

a. *Residential Development.* Within the MU-8D zoning district, low-rise (up to 5 stories) residential development shall be allowed pursuant to the standards of the HDR-45 zoning district and shall range from a minimum allowed density of 20.0 dwelling units per acre, to a maximum allowed density of 75.0 dwelling units per acre.

b. *Nonresidential Development.* Within the MU-8D zoning district, nonresidential development shall be allowed pursuant to the requirements of the CC zoning district, and shall not exceed 1.0 FAR.

7. MU-8E (Euclid/Walnut Mixed Use) Zoning District.

a. *Planned Unit Development Required.* Within the MU-8E zoning district, development shall occur only after a Planned Unit Development has first been adopted for the affected property pursuant to Section 4.01.030 (Planned Unit Developments and Amendments) of this Development Code.

b. *Allowed Development Density/Intensity.* Within the MU-3 zoning district, commercial and residential development shall be low-rise, not to exceed 5 stories in height. Residential development shall range from a minimum allowed density of 20.0 dwelling units per acre, to a maximum allowed density of 75.0 dwelling units per acre. Commercial-retail and office development shall not exceed 1.0 FAR.

6.01.025: Industrial Zoning Districts

A. **Purpose.** The purpose of this Section is to ensure that development within the industrial zoning districts of the City will contribute toward an urban environment of stable, desirable character, which is harmonious with existing and future development, and is consistent with the goals and policies of the Policy Plan (General Plan) component of The Ontario Plan. These regulations are further established to:

1. Reserve appropriate areas in the community for a full range of industrial uses, which are grouped to achieve maximum compatibility with respect to the characteristics of the various types of industrial activities and processes;

2. Encourage the development of all types of industrial establishments in a manner that is consistent with sound standards of public health and safety;

3. Allow certain types of light industrial uses that are relatively free of nuisance or hazardous features, which may be located in areas nearest to residential, office, and commercial areas, while providing space for industrial uses with more severe impacts in more remote locations;

4. Protect areas appropriate for industrial development from intrusion by residences and other incompatible uses, while providing opportunities for various types of industrial establishments and similar uses to concentrate in mutually beneficial relationships to each other;

5. Ensure the provision of adequate space to meet the needs of industrial development, including landscaped setbacks, off-street parking and truck loading areas;

6. Strengthen the City's economic base and jobs-housing balance by increasing employment opportunities close to home for residents of the City and surrounding communities;

7. Ensure that the appearance of industrial buildings and uses is compatible with the visual character of the area in which they are located; and

8. Provide a sufficient number of appropriately located sites for adult businesses within the IH (Heavy Industrial) zoning district.

B. Applicability. The standards and guidelines established by this Section shall apply to each of the City's industrial zoning districts. Furthermore, the provisions of this Section shall apply to all industrial land subdivisions and any new industrial construction, addition, remodel, or reallocation requiring a building permit or other similar entitlement by the City.

C. Development Standards. Development within industrial zoning districts shall comply with the requirements of Table 6.01-10 (Industrial Zoning District Development Standards), below, which specifies standards for the development of structures within the BP, IP, IL, IG, and IH zoning districts.

Table 6.01-10: Industrial Zoning District Development Standards

Requirements	Industrial Zoning Districts					Additional Regulations
	BP	IP	IL	IG	IH	
A. SITE DEVELOPMENT STANDARDS						
1. Minimum Lot Area	1.0 AC		10,000 SF			Note 1
2. Maximum Floor Area Ratio (FAR)	0.60		0.55			Note 7
3. Minimum Lot Dimensions	100 FT – Lot Width 100 FT – Lot Depth					Note 1
4. Minimum Landscape Coverage	Refer to Division 6.05 (Landscaping)					
a. Interior Lots	15%	10%				Notes 2 and 3

Table 6.01-10: Industrial Zoning District Development Standards

Requirements	Industrial Zoning Districts					Additional Regulations
	BP	IP	IL	IG	IH	
b. Corner Lots	20%	15%				Notes 2 and 3
c. Off-Street Parking Areas	7%					See Section 6.05.040.D (Landscaping of Off-Street Parking Facilities)
5. Minimum Parking Space and Drive Aisle Separations						
a. Parking Space or Drive Aisle to Street Property Line	20 FT		10 FT			
b. Parking Space or Drive Aisle to Interior Property Line	5 FT					Notes 4 and 5
Exception: From property line common with residential district	10 FT (area shall be densely landscaped)			n/a		
c. Parking Space to Buildings, Walls, and Fences	10 FT - Areas adjacent to public entries and office areas 5 FT - Areas adjacent to other building areas					Note 5
Exception: Within screened loading and storage yard areas	0 FT					
d. Drive Aisles to Buildings, Walls, and Fences	10 FT					Note 5
Exception: Within screened loading and storage yard areas	0 FT					
6. Minimum Screened Loading and Storage Yard Separations						
a. Enclosed Loading and Storage Yard to Street Property Line	20 FT - Freeways 20 FT - Arterial Streets 10 FT - Collector/Local Streets					
b. Screened Loading and Storage Yard to Interior Property Line	0 FT					
Exception: From interior property line common with residential district	10 FT (area shall be densely landscaped)				n/a	
c. Screened Loading and Storage Yard to Buildings, Walls, and Fences	0 FT					
7. Walls, Fences and Obstructions	Refer to Section 6.02.025 (Design Standards for Nonresidential Zoning Districts).					
8. Off Street Parking	Refer to Division 6.03 (Off-Street Parking and Loading).					
9. Property Appearance and Maintenance	Refer to Division 6.10 (Property Appearance and Maintenance).					

Table 6.01-10: Industrial Zoning District Development Standards

Requirements	Industrial Zoning Districts					Additional Regulations
	BP	IP	IL	IG	IH	
10. Historic Preservation	Certain portions of commercial zoning districts are identified as historic or potentially historic, and are listed on the City's Historic Resources Eligibility List. Development regulations set forth in Division 7.01 (Historic Preservation), and application processing and permitting regulations set forth in Division 4.02 (Discretionary Permits and Actions) and of this Development Code, shall apply in these instances.					
11. Signs	Refer to Division 8.1 (Sign Regulations).					
12. Security Standards	Refer to Ontario Municipal Code Title 4, Chapter 11 (Security Standards for Buildings).					
13. Noise	Buildings shall be designed and constructed to mitigate noise levels from exterior sources. Refer to OMC, Tile 5 (Public Welfare, Morals, and Conduct), Chapter 29 (Noise).					
14. Airport Safety Zones	Properties within the Airport Influence Area (AIA) established by the LA/Ontario International Airport Land Use Compatibility Plan (ALUCP) shall be subject to the requirements and standards of the ALUCP.					
B. BUILDING DEVELOPMENT STANDARDS						
1. Maximum Area Per Building	45,000 SF - Single-Tenant 60,000 SF - Multi-Tenant		See Note 9	n/a		
2. Minimum Street Setback						
a. From Freeway Property Line	20 FT					
b. From Arterial Street Property Line	10 FT - Holt Boulevard 20 FT - All Other Arterial Streets					
c. From Collector and Local Street Property Line	10 FT					
3. Minimum Interior Property Line Setback	0 FT					Note 6
Exception: Property line common with residential districts	30 FT					
4. Maximum Height	45 FT		55 FT			Note 7
5. Minimum Setback From Major Pipelines (to habitable structures)	50 FT					Note 8

Notes:

1. *There is no minimum lot area or dimension for common interest subdivisions established pursuant to Section 6.08.010 (Common Interest Subdivisions) of this Development Code.*
2. *Landscaped areas with a minimum dimension of less than 5 FT shall not contribute toward the "minimum landscape coverage" calculation.*
3. *The "minimum landscape coverage" calculation for interior and corner lots shall exclude all landscaped areas located within public rights-of-way.*
4. *Within yard areas fully screened by a decorative wall, there shall be no minimum drive aisle or parking space setback required, unless adjacent to residentially zoned properties.*

5. *The minimum separation area between a building, wall, or fence, and a parking space or drive aisle, shall be fully landscaped. The separation area may include pedestrian walkways, as necessary; however, a minimum 3-FT wide planter area shall be maintained between a building wall and a pedestrian walkway. The minimum separation dimension does not include any area devoted to vehicle overhang.*
6. *There shall not be a minimum required building setback from property lines that are interior to a business park, or industrial park or complex.*
7. *The maximum building height and FAR may be restricted pursuant to the Ontario International Airport Land Use Compatibility Plan (ALUCP). Refer to the ALUCP for properties affected by airport safety zones.*
8. *Includes major high pressure pipelines for fuel oil, gasoline, and diesel and aviation fuels within the City. Existing pipelines include:*
    a. *Two parallel pipelines (a 16-inch and a 20-inch) that enter the City at Benson Avenue, traveling parallel to the northerly side of the Southern Pacific right-of-way to Ontario International Airport, then parallel to the southerly side of the Southern Pacific right-of-way, then parallel to the northerly side of the right-of-way beyond Ontario International Airport, then exiting the City at Etiwanda Avenue; and*
    b. *Two parallel pipelines that traverse the easterly portion of the City, entering the City at the southerly portion of Milliken Avenue, then traveling north under Milliken Avenue to Inland Empire Boulevard, then east to Rochester Avenue, then north to the City Limits.*
9. *Within the IL zoning district, lots abutting, or directly across the street from, a residentially zoned property, shall comply with the "Maximum Height" applicable to the BP and IP zoning districts.*

D. Exceptions to Development Standards. The following exceptions from the industrial zoning district development standards stipulated in Table 6.01-8 (Industrial Zoning District Development Standards) shall be permitted:

1. Building Height.

a. *Aerials and Antennas, Chimneys, Cupolas, Elevator Penthouses, Flagpoles, Monuments, Parapet Walls, Spires, Towers, Water Tanks, and Other Similar Structures*. Aerials and antennas, chimneys, cupolas, elevator penthouses, flagpoles, monuments, parapet walls, spires, towers, water tanks, and other similar structures may be erected to a height of up to 25 percent above the prescribed height limit of the base zoning district.

b. *Amateur (HAM) Radio Antennas*. HAM radio antennas may exceed the maximum prescribed height limit of a zoning district by a maximum of 10 FT. The Zoning Administrator, however, may allow HAM radio antennas to exceed this height limitation if it is necessary to accommodate amateur radio service communications. A HAM radio antenna that exceeds the maximum prescribed height limit of the zoning district in which it is located shall not exceed the minimum height and dimensions necessary to accommodate amateur radio service communications.

c. *Wireless Telecommunication Facilities*. Wireless telecommunication facilities shall comply with Section 5.03.42 (Wireless Telecommunications Facilities) of this Development Code.

2. Encroachments into Required Setback Areas.

a. *Cornices, Eaves, Canopies, Decorative Wall Elements, and Similar Architectural Features*. Cornices, eaves, canopies, decorative wall elements, and similar architectural features may extend into a required street or interior property line setback area a maximum of 50 percent of the required setback, not to exceed 4 FT.

b. *Signs*. Signs and advertising structures may encroach into a required front street setback area pursuant to Division 8.1 (Sign Regulations) of this Development Code.

c. *Walls, Fences, and Obstructions.* Walls, fences, and obstructions may be permitted within required setback areas pursuant to the provisions of Division 6.02 (Fences, Walls, and Obstructions) of this Chapter.

E. **General Provisions.** The following general regulations shall be applicable to all land uses, activities, and facilities within each industrial zoning district:

1. Building Setback Areas Adjoining Streets. Except as otherwise specifically provided by this Development Code, required setback areas adjoining streets shall only be used for the placement of landscaping and irrigation installed pursuant to Division 6.05 (Landscaping), . vehicular and pedestrian accesses, off-street parking and vehicular circulation, and site lighting pursuant to Division 6.03 (Off-Street Parking and Loading), walls and fences installed pursuant to Division 6.02 (Walls, Fences, and Obstructions), and signs installed pursuant to Division 8.1 (Sign Regulations) of this Development Code.

2. Parking Space and Drive Aisle Setback Areas. Parking space and drive aisle setback areas required pursuant to Table 6.01-10 (Industrial Zoning District Development Standards) shall only be used for landscaping and irrigation installed pursuant to Division 6.05 (Landscaping), walls and fences installed pursuant to Division 6.02 (Walls, Fences, and Obstructions), and signs installed pursuant to Division 8.1 (Sign Regulations) of this Development Code.

3. Refuse Storage Areas (Trash Enclosures).

a. Within industrial zoning districts, refuse and recyclable materials shall be stored in an appropriate container, out of view of public or private streets, and adjacent properties.

b. Refuse and recyclable materials container storage shall be within City-approved enclosures designed to contain separate containers for the collection of refuse and recyclable materials. The number of trash enclosures required, their precise locations and dimensions, and their design shall be pursuant to the City's Refuse and Recycling Planning Manual. The requirement for refuse container storage areas may be reduced or waived by the Approving Authority if a trash compactor is used, which is screened from public view.

c. Trash enclosures shall consist of a minimum 6-FT high decorative masonry wall, with appropriate view-obstructing gates for container access, and separate pedestrian access, which is designed to screen the interior of the enclosure from view from the exterior and prevent refuse dispersion. The enclosure design shall be consistent with the architectural design of adjacent buildings and shall include a decorative overhead roof structure to protect bins containing recyclable materials from adverse environmental conditions, which might render the collected materials unusable.

d. To the extent practicable, trash enclosures shall be located away from property lines common with sensitive uses, such as, but not limited to, dwellings, schools, playgrounds, childcare centers, health care facilities, rehabilitation centers, convalescent centers, and retirement homes.

e. Trash enclosure dimensions shall be of adequate size to accommodate containers consistent with the City's current methods of collection within the area in which the project is located.

f. Signs clearly identifying all recycling and refuse collection areas, and the materials accepted for recycling shall be posted adjacent to all points of access to each trash enclosure.

g. Trash enclosures shall be bordered by a minimum 5-FT wide planter and screened with landscaping on all exposed sides, excluding the side with bin access gates, except when located out of public view.

h. Prior to the issuance of an occupancy permit, a developer or property owner(s) may be required to develop a written recycling plan, which specifies the identification of targeted materials to be recycled, and methods of recycling program promotion to tenants.

4. Lighting. Commercial development shall incorporate lighting fixtures that are decorative and are designed to eliminate adverse impacts of light spillover and promote safe vehicular and pedestrian access.

a. Light fixtures shall be full cut-off fixtures to prevent glare and light spill off the project site onto adjacent properties, buildings, and roadways.

b. Parking lot lighting shall comply with Section 6.03.050 (Parking Lot Lighting) of this Development Code and OMC Section 4-11.09(j).

c. Lighting fixtures shall be color-correct types, such as halogen, metal halide, or LED, to ensure true-color at night, visual comfort for pedestrians, and energy efficiency.

d. Pedestrian-level pole-mounted lighting, bollard lighting, ground-mounted lighting, or other low, glare-controlled fixtures mounted on buildings or walls shall be used to light pedestrian walkways. Pole-mounted, building-mounted, or tree-mounted lighting fixtures shall be no more than 14 FT in height. Bollard-type lighting shall be no more than 4 FT in height.

e. Steps, ramps, and seatwalls shall be illuminated with built-in light fixtures, were possible.

5. Equipment Screening.

a. All exterior roof-mounted mechanical, heating and air conditioning equipment, and all appurtenances thereto, shall be completely screened from public view by parapet walls or roof screens that are architecturally treated so as to be consistent with the building architecture.

b. All ground-mounted utility equipment and structures, such as tanks, transformers, HVAC equipment, and backflow prevention devices, shall be located out of view from a public street, or adequately screened through the use of landscaping and/or decorative low garden walls.

6. Outdoor Loading and Storage Areas.

a. Loading facilities shall be designed and constructed pursuant to Division 6.03 (Off-Street Parking and Loading) of this Chapter.

b. Areas designated for open space, landscaping, off-street parking, loading, and vehicular circulation and maneuvering, shall not be used for the outdoor storage of materials or equipment.

c. The outdoor storage of materials and equipment shall be permitted only within the IL, IG, IH, and ONT zoning districts in conjunction with, and ancillary to, the primary allowed land use, except as otherwise allowed pursuant to Table 5.02-1 (Land Use Matrix) of this Development Code.

d. Outdoor loading and storage areas, and loading doors, shall be screened from public view by a decorative masonry wall with view-obstructing gates, pursuant to Paragraph 6.02.025.A.2 (Screening of Outdoor Loading and Storage Areas, and Loading Doors) of this Development Code. Furthermore, loading and storage areas, and loading doors, shall not face a freeway, Euclid Avenue, or Mission Boulevard, unless fully screened from view of the freeway or street.

e. The outdoor storage of materials or equipment shall not be allowed within the BP and IP zoning districts.

7. Outdoor Manufacturing and Processing.

a. Manufacturing and processing activities shall be conducted within a wholly enclosed building, except that outdoor manufacturing and processing activities may be allowed within the IG, IH, and ONT zoning districts in conjunction with, and ancillary to, the primary allowed land use, subject to the approval of a Conditional Use Permit pursuant to Section 4.02.015 (Conditional Use Permits) of this Development Code.

b. Outdoor manufacturing and processing activities allowed pursuant to Subparagraph C.7.a, above, shall be screened from public view by buildings and/or decorative masonry walls with view-obstructing gates.

8. Outdoor Sales and Display. Within industrial zoning districts, all sales and display activities shall be conducted within a wholly enclosed building, except as follows:

a. Sale or display of new or used automobiles, boats, trucks, recreational vehicles and similar large equipment;

b. Outdoor cafes and eating areas;

c. Sale or display of building material, lumber, nursery stock and similar bulk stock, subject to the location and screening requirements of this Section;

d. Temporary activities, such as Christmas tree sales, sidewalk sales and other temporary or seasonal activities, subject to the issuance of an Administrative Use Permit for temporary uses, activities, and facilities pursuant Section 4.03.015 (Administrative Use Permits) of this Development Code;

e. Off-street parking facilities, and outdoor loading and storage areas, which are properly screened pursuant to Paragraph 6.02.025.A.2 (Screening of Outdoor Loading and Storage Areas, and Loading Doors) of this Chapter; and

f. As allowed pursuant to the standards contained in Division 5.03 (Standards for Specific Land Uses, Activities as Facilities) of this Development Code.

9. Building Color. Building exteriors shall incorporate colors that are of compatible hues and intensities. Color schemes shall tie building elements together, relate separate buildings within the same development, and enhance the architectural form of a building.

a. Exterior building colors shall be low-reflecting and subtle. Furthermore, overly intense, overly bright, or fluorescent or Day-Glo colors, shall not be used on a building exterior, as determined by the Planning Director.

b. The exterior building color of a new development project shall be reviewed and approved in conjunction with the approval of the structure by the Approving Authority. Development projects consisting of multiple buildings shall incorporate colors that are coordinated between structures, utilizing compatible hues and intensities. The final review and approval of paint colors, utilizing a color test, may be required by the City, prior to painting a building.

c. All building mechanical equipment and appurtenances, including, but not limited to, meters, flues, vents, gutters, and utilities, shall match or complement the permanent color of the surface from which they are attached or project.

10. Roof Access Ladders. Ladders for roof access shall be mounted on the inside of the building, or if located on the building exterior, shall be completely concealed from public view.

11. Gutters and Downspouts. Gutters and downspouts shall be concealed from public view, unless designed as a continuous architectural feature. Exposed gutters and downspouts used as architectural features should be colored to match the fascia or wall material to which they are attached.

12. Trip Reduction. All new development projects shall fully implement trip reduction measures in compliance with Division 6.04 (Congestion Management and Trip Reduction) of this Chapter.

13. Noise. Within all industrial zoning districts, structures and equipment shall be designed, located, constructed, and operated in a manner so as not to exceed the maximum interior and exterior noised levels set forth in OMC Title 5 (Public Welfare, Morals, and Conduct), Chapter 29 (Noise).

14. Airport Safety Zones. Industrially zoned properties located within the Airport Influence Area (AIA) established by the LA/Ontario International Airport Land Use Compatibility Plan (ALUCP) shall be subject to the requirements and standards of the ALUCP.

15. Security Standards. Within industrial zoning districts, any lot, and any building or structures thereon, shall comply with all applicable requirements of OMC Title 4 (Public Safety), Chapter 11 (Security Standards for Buildings).

F. Industrial Design Guidelines.

1. The City Council adopted Industrial Design Guidelines, included as Reference "F" of this Development Code, applicable to all industrial zoning districts, which are intended as a reference to assist the designer in understanding the City's goals and objectives for industrial development. The guidelines compliment the mandatory industrial development regulations contained in this Section, by providing examples of potential design solutions and by providing design interpretations of the various mandatory regulations contained herein.

2. The design guidelines authorized herein shall be enforceable in the same manner and to the same extent as any other applicable requirement of this Development Code.

6.01.030: Specialized Use Zoning Districts

A. **Purpose.** The purpose of this Section is to ensure that development within each Special Purpose zoning district of the City will contribute toward an urban environment of stable, desirable character, which is harmonious with existing and future development, and is consistent with the goals and policies of the Policy Plan (General Plan) component of The Ontario Plan.

B. **Applicability.** The standards and guidelines established by this Section shall apply to each of the City's special purpose zoning districts. Furthermore, the provisions of this Section shall apply to all subdivisions of land and any new construction, addition, remodel, or reallocation requiring a building permit or other similar entitlement by the City, within a Special Purpose zoning district.

C. **Specialized Use Zoning District Standards.** The design and development of properties located within specialized use zoning districts shall comply with the following:

1. CIV (Civic) Zoning District. The CIV zoning district is established to accommodate permanent public facilities such as City Hall, public libraries, museums, public and private schools and colleges/universities, police and fire stations, and other similar facilities utilized by the public. Properties within the CIV zoning district shall be developed pursuant to the standards and guidelines applicable to the OH zoning district (see Section 6.01.015 (Commercial Zoning District) of this Division).

2. MHP (Mobile Home Park) Zoning District. The MHP zoning district is established to accommodate communities consisting of mobile homes and manufactured housing. All development within the MHP zoning district shall be designed and constructed pursuant to the requirements of Section 5.03.295 (Mobilehome Parks) of this Development Code.

3. ONT (Ontario International Airport) Zoning District. The ONT zoning district is established to accommodate on-going development of Ontario International Airport and surrounding properties directly impacted by airport operations. All development within the ONT zoning district shall be designed and constructed pursuant to the applicable requirements of Section 5.03.020 (Air Transportation) of this Development Code.

4. OS-C (Open Space-Cemetery) Zoning District. The OS-C zoning district is established to accommodate cemetery sites. Properties within the OS-C zoning district shall be developed pursuant to the standards and guidelines applicable to the OL zoning district (see Section 6.01.015 (Commercial Zoning District) of this Division).

5. OS-R (Open Space-Recreation) Zoning District. The OS-R zoning district is established to accommodate open space uses, such as public parks and recreation centers.

Properties within the OS-R zoning district shall be developed pursuant to the standards and guidelines applicable to the OL zoning district (see Section 6.01.015 (Commercial Zoning District) of this Division).

6. PUD (Planned Unit Development) Zoning District. The PUD zoning district is established to accommodate the development and use of properties that require Planned Unit Development approval pursuant to Exhibit LU-05 (Additional Plans Map) of the Policy Plan component of The Ontario Plan. All development within the PUD zoning district shall only be allowed pursuant the applicable Planned Unit Development document.

7. RC (Rail Corridor) Zoning District. The RC zoning district is established to accommodate permanent rail or fixed transit corridors through the City, as well as stations and similar ancillary facilities. Properties within the RC zoning district shall be developed pursuant to the standards and guidelines applicable to the IH zoning district (see Section 6.01.025 (Industrial Zoning District) of this Division).

8. SP (Specific Plan) Zoning District. The SP zoning district is established to accommodate the adoption of Specific Plans pursuant to Exhibit LU-05 (Additional Plans Map) of the Policy Plan component of The Ontario Plan. All development within the SP zoning district shall be designed and constructed pursuant to the standards and guidelines of the applicable Specific Plan document. (Note: If no specific plan has been adopted for a property within the SP zoning district, a new specific plan shall be adopted for the property, or the property shall be annexed to an existing neighboring specific plan, prior to the issuance of any grading or building permits.)

9. UC (Utility Corridor) Zoning District. The UC zoning district is established to accommodate flood control channels, retention and detention basins, electrical transmission corridors, and landfills, and may include ancillary recreational facilities in conjunction with the primary use of the site. Properties within the UC zoning district shall be developed pursuant to the standards and guidelines applicable to the OL zoning district (see Section 6.01.015 (Commercial Zoning District) of this Division).

6.01.035: Overlay Zoning Districts

A. **Purpose.** The purpose of this Section is to ensure that development within each Overlay zoning district of the City will contribute toward an urban environment of stable, desirable character, which is harmonious with existing and future development, and is consistent with the goals and policies of the Policy Plan (General Plan) component of The Ontario Plan.

B. **Applicability.** The standards and guidelines established by this Section shall apply to each of the City's overlay districts. Furthermore, the provisions of this Section shall apply to all subdivisions of land and any new construction, addition, or remodel requiring a building permit or other similar entitlement by the City, within an overlay district.

C. **Overlay Zoning District Standards.** The design and development of properties located within overlay zoning districts shall comply with the following:

1. AG (Agricultural) Overlay Zoning District.

a. *Purpose*. The purpose of the AG Overlay zoning district is to accommodate the continuation of agricultural uses within the City, on an interim basis, until such time that the Overlay District is developed consistent with the goals and policies of The Ontario Plan. The

transition of the AG Overlay zoning district will be gradual, requiring the establishment of regulations intended to guide agricultural-related development activities for the interim period. It is the intent of the AG Overlay zoning district to allow for the continuation of agricultural uses and related support uses as defined herein. The AG Overlay zoning district is further intended to protect vital agricultural uses by limiting land use activity to those uses which are compatible and supportive of agriculture and related uses, and/or their products.

b. *Applicability*.

(1) The herein established rights and responsibilities applicable to the AG Overlay District shall apply to all property located within the boundary of the Overlay District, as shown on the official Zoning Map of the City. The AG Overlay zoning district provisions established herein, shall apply to all existing and new building construction, additions, remodels, or reallocations, whether or not a building permit, or other similar entitlement, is required by the City.

(2) Any new building construction, excepting buildings to accommodate agricultural uses or agricultural-related activities, and single-family homes and buildings ancillary thereto on lots 10 acres or more in area, shall first require the adoption of a Specific Plan pursuant to Section 4.01.035 (Specific Plans and Amendments) of this Development Code, which prescribes the allowed land uses, development regulations and guidelines, and sign regulations applicable to the project.

(3) All rights pertaining to the AG Overlay zoning district established herein, shall run with the land and shall be transferable to any future owner(s) of property within the AG Overlay district, and their assigns.

c. *Definitions.* For the purpose of the AG Overlay zoning district, the words or phrases listed below, in correct alphabetical order, shall have the meanings hereafter specified:

Agricultural Support Services. These uses are supportive of the farm community and are fully compatible with agricultural uses. Agricultural support services are uses which directly support, or which are accessory or incidental to, established agricultural uses within the AG Overlay zoning district. These include, but are not limited to the following:

1) Agricultural chemicals, fuel and fuel oil, nonflammable bottled gas;

2) Animal husbandry services veterinary services for large and small animals, and horseshoeing;

3) Farm machinery equipment and supplies, sale and repair;

4) Farm produce sales and supply (feed, hay, grain and grain products, fertilizer);

5) Farm products packaging and processing;

6) Feed storage, farm products warehousing and storage (except stockyards); and

7) Waste management facilities and fertilizer operations in accordance with applicable local, State and Federal regulations.

Animal Confinement Facility. Where used, the term "animal confinement facility" includes animal barns, corrals, or pens.

Commercial Kennels and Catteries. The keeping of more than 5 dogs or 5 cats over the age of 4 months for breeding, boarding, training, or sale on a lot minimum 2.5 acres in area.

Cow and Goat Dairies. Any premises where milk is produced for wholesale distribution and where 10 or more cows or goats are in lactation.

Crop Production. A primary use of the land which includes cultivation of open field or greenhouse crops, fruits, vegetables, grain, fibers, flowers, ornamental and nursery plant materials for wholesale or retail sales and ultimate consumption by others.

Expanded Use. An expanded use consists of a building expansion or new construction in excess of 5,000 square feet.

Trade of Livestock. Sale of livestock to general public (e.g. animal auctions).

d. *Uses Generally*. No building, structure, or land shall be used, and no building or structure shall be hereafter erected, structurally altered, or enlarged, except for the purposes set out in this Paragraph C.1 (AG (Agricultural) Overlay Zoning District) of this Section.

e. *Permitted Land Uses.* In addition to those land uses allowed in the AG Overlay District as prescribed by Table 5.01-1 (Land Use Matrix) of this Development Code, the following land uses are permitted by right of being within the correct zoning district:

(1) Row, field, tree, and crop production;

(2) Plant nurseries (retail and wholesale);

(3) Single dwelling unit on a lot not less than 10 acres in area; a specific plan is required for any subdivision or master planned development; and

(4) Animal keeping activities, excepting household pets, shall comply with the following:

(a) Animal keeping shall be on a legally recognized lot no less than 2 acres in area. Lot area used to qualify one animal type shall not be reused to qualify another animal type;

(b) Proper management of animal waste shall be carried out in accordance with all requirements of the State Regional Water Quality Control Board or regulating agency;

(c) Small animal keeping. Aviary or similar small animal ranches or farms (excluding chicken and hog ranches) shall be permitted on lots that are at least one-half acre in area. Fish raising shall be limited to one pond per acre, with a maximum of 4 ponds per parcel. Each pond shall not exceed one-half acre in area; and

(d) Refer to Table 6.01-11 (Animal Types and Densities), below, for animal density requirements and Section 5.03.410 (Urban Agriculture) of this Development Code, for animal separation/setback requirements.

Table 6.01-11: Animal Types and Maximum Densities

Animal Type	Maximum Animal Density	Additional Regulations
A. Dairy Cow	As permitted by Approving Authority	Note 1
B. Non-dairy Cattle/Buffalo	1/6,000 SF of lot area	
C. Horses	1/6,000 SF of lot area	
D. Swine (5 maximum)	1/12,000 SF of lot area	
E. Sheep, female goats and similar livestock	1/3,000 SF of lot area	
F. Male adult goats		
1. Parcel < 10 acres	One maximum	
2. 10 acres and above	1/5 acres of lot area (not to exceed 4 maximum)	
G. Rabbits and chinchillas (200 maximum)	50/10,000 SF of lot area	
H. Ostriches	1/6,000 SF of lot area	
I. Emus and rheas	1/6,000 SF of lot area	
J. Poultry		
1. Female		
a. Parcel < 10 acres	25 maximum	
b. 10 acres and above	25/ 10 acres of lot area (50 maximum)	
2. Male (9 maximum)		
a. Parcel < 10 acres	2 species/parcel	
b. 10 acres and above	2 species/5 acres	

Notes:

1. *New or expansions to existing dairy or other animal confinement facilities shall be considered on a case-by-case basis, subject to the approval of a Conditional Use Permit pursuant to Section 4.02.015 (Conditional Use Permits) of this Development Code. Animal density shall be as determined by the appropriate approving authority (i.e. Regional Water Quality Control Board) which may impose special operational conditions, requirements or standards deemed necessary to insure the public health, safety, and general welfare. Animal density shall be based on measures to prevent the unacceptable nitrification or salt pollution of soils, and the pollution of groundwater by nitrates and salts emanating from the facility, as defined by the Regional Water Quality Control Board.*

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f. *Conditionally Permitted Land Uses.* In addition to those land uses allowed in the AG Overlay District as prescribed by Table 5.01-1 (Land Use Matrix) of this Development Code, the following land uses shall be allowed subject to the approval of a Conditional Use Permit pursuant to the requirements of Section 4.02.015 (Conditional Use Permits) of this Development Code:

(1) Agricultural Support Services;

(2) Animal raising of densities greater than or the raising of animal types different than those specified by this Paragraph C.1 (AG (Agricultural) Overlay Zoning District), subject to review by the appropriate Approving Authority (such as Regional Water Quality Control Board); and fish raising using ponds or lakes that are of greater surface area or number than those specified by this Paragraph C.1 (AG (Agricultural) Overlay Zoning District);

(3) Animal hospitals and veterinary clinics;

(4) Antennas and wireless telecommunications facilities;

(5) Apiaries;

(6) Calf growing ranches (lots shall be 5 or more acres in area);

(7) Places of worship within an existing building, and expansions to existing facilities (establishment of new places of worship in new structures shall only be permitted as part of a specific plan);

(8) Dairies, including expansions to existing dairies;

(9) Educational facilities and institutions;

(10) Fertilizer operations;

(11) Kennels (requires a 2.5-acre minimum lot size);

(12) Mushroom farms (the use of manure as a planting/growing medium is prohibited);

(13) Rodeos;

(14) Trade of livestock; and

(15) Waste management facilities.

g. *Time Limit for Conditionally Permitted Land Uses.* Conditionally permitted uses may be subject to a 5-year time limit through an agreement with the applicant, in order to assess potential impacts from the conditional use upon surrounding land uses. Under such time limit, a time extension application may be filed at least 6 months prior to the end of the 5-year period. Approval of a time extension request shall be based on the continued compatibility of the project with surrounding land uses.

h. *Temporary Uses.* The following temporary uses are permitted, subject to the requirements of Section 5.03.395 (Temporary and Interim Land Uses, Buildings and Structures) of this Development Code:

(1) Christmas tree and Halloween pumpkin sales, or other similar seasonal sales authorized by the City, not to exceed a period of 30 days, each;

(2) Temporary produce stands in conjunction with an Urban Farm established pursuant to Section 5.03.410.F (Urban Farms) of this Development Code; and

(3) Temporary Wireless Telecommunications Facilities.

i. *Accessory Uses.* The following accessory uses, and structures are permitted when customarily associated with, and subordinate to, a permitted use on the same lot:

(1) Barns, stables, storage tanks, and other farm buildings;

(2) Accessory dwelling unit or guesthouse, not to exceed one per lot, pursuant to the requirements of Section 5.03.030 (Accessory Residential Structures) of this Development Code. Any guesthouse or accessory dwelling unit shall meet the setbacks of the main structure as listed in Table 6.01-12 (AG (Agricultural) Overlay Zoning District Development Standards);

(3) Accessory building(s) not usable as a guesthouse or accessory dwelling unit. There shall be no maximum size for accessory structures in the AG Overlay District. Accessory Structures in the AG Overlay District in excess of 650 SF shall not require the approval of a Conditional Use Permit;

(4) Office unit in conjunction with row, field, tree, plant nursery, or crop production operation, not to exceed 1,500 SF in area (maximum one building per lot). An office unit shall meet the setbacks of the main structure as listed in Table 6.01-12 (AG (Agricultural) Overlay Zoning District Development Standards);

(5) Caretaker's unit, not to exceed 650 SF in area (maximum one building per lot). Any caretaker's unit shall meet the setbacks of the main structure as listed in Table 6.01-12 (AG (Agricultural) Overlay Zoning District Development Standards);

(6) Garages and carports;

(7) Fences and walls;

(8) Patio covers;

(9) Swimming pools; and

(10) Stands for the sale of agricultural products grown or produced on the same premises (excluding milk and meat products), subject to the following conditions:

(a) Stand shall be permitted only on lots containing a minimum of 10,000 SF;

(b) The floor area of the stand shall not exceed 100 SF;

(c) The stand shall not have a permanent foundation;

(d) The owner(s) shall remove such stand at their expense when the use has terminated;

(e) Stands shall be located a minimum of twenty (20) feet from the right-of-way line of any street or highway;

(f) Adequate provision for traffic circulation, off-street parking, and pedestrian safety shall be provided to the satisfaction of the Planning Director; and

j. *Prohibited Uses.* Notwithstanding Subparagraphs d through f of Paragraph C.1 (AG (Agricultural) Overlay Zoning District) of this Section, the following uses shall be specifically prohibited:

(1) Animal slaughter operations;

(2) Commercial poultry ranches;

(3) Commercial hog ranches; and

k. *Uses Not Specifically Listed.* The Zoning Administrator may make a land use determination pursuant to Section 1.02.010 (Interpretations and Land Use Determinations) of this Development Code, for those uses not specifically listed herein as permitted or conditionally permitted uses, based on the similarity of the subject use to one of the categories listed in Subparagraphs d through f of this Paragraph C.1 (AG (Agricultural) Overlay Zoning District), and the herein stated purpose of the AG Overlay District.

l. *Nonconforming Uses and Structures.* Nonconforming uses and structures within the AG Overlay District shall be governed by Division 3.01 (Nonconforming Lots, Land Uses, and Structures) of this Development Code, except as follows:

(1) **Abandonment.** Whenever a nonconforming use or structure has been abandoned, the nonconforming use or structure shall not be reestablished, and the use of the structure and the site thereafter shall be in conformity with the regulations of the AG Overlay District. For the purposes of this Paragraph C.1 (AG (Agricultural) Overlay Zoning District), discontinuance of the nonconforming use for a continuous period of 180 days shall be conclusive evidence of abandonment of such nonconforming use regardless of the landowner's intent.

(2) **Special Hardship Circumstances.** The Zoning Administrator may extend the 180-day period for up to an additional 180 days. To receive such consideration, the property owner shall request an extension, in writing, prior to the expiration of the initial 180-day period, including a full explanation of the reason why the extension should be granted.

m. *Animal Keeping/Separation Standards.* The following site development standards shall apply to the keeping of animals, except household pets:

(1) Animals shall be restrained a distance of at least 40 FT, measured in a straight line, from any habitable structure or structure used for public assembly located on adjoining property. For dairies, refer to Subparagraph n of this Paragraph C.1 (AG (Agricultural) Overlay Zoning District), for separation requirements;

(2) Animals shall be restrained a distance of at least 5 FT from interior side and rear property lines, and 15 feet from street side property lines;

(3) Animals shall be secured by a fence or wall at least 5 FT in height, made of chain link, wood with horizontal members no less than 6 inches apart, solid masonry or other appropriate solid confining material. Property line walls and fences may be used to secure animals, provided the appropriate restraint distances are maintained;

(4) Animals shall be kept a minimum of 100 FT from any domestic water well;

(5) For new diaries/feed lots, a separation of 500 FT shall be required between an animal feed trough, corral/pen from new development and/or from property with a residential or nonresidential tract map recorded after January 1, 2000, as measured from the building setback line; and

(6) A reduction in animal separation requirements may also be considered for facilities with proven means of reducing odors, such as covering lagoons, substituting concrete-lined pits for lagoons, and employing recommended ventilation systems for animal confinement buildings. Consideration of alternative setbacks shall be subject to consultation with qualified agricultural engineers to ensure that the measure will reliably accomplish the intended purpose.

n. *Separation Requirements for New Development.* The following separation requirements from existing dairies/feed lots shall apply to new residential, commercial, and/or industrial development or structures used for public assembly purposes from existing dairies/feed lots:

(1) A minimum 100-FT separation shall be required between a new residential, commercial, or industrial development or structure used for public assembly and an existing animal feed trough, corral/pen or an existing dairy/feed lot including manure stockpiles and related wastewater detention basins. The 100-FT separation requirement may be satisfied by an off-site easement acceptable to the Planning Director with adjacent properties, submitted with the initial final map and recorded prior to or concurrent with the final map; and

(2) Separation requirements between dairies within a proposed specific plan area and new development will be addressed through the specific plan review procedure which may include buffers, expanded parkways, open space, and other approved measures to mitigate potential impacts.

o. *Permanent Structures.* A Development Plan is required pursuant to Section 4.02.025 (Development Plans) of this Development Code, for all new, altered, or expanded structures/uses, including all new structures in excess of 5,000 SF in area.

p. *Development Standards and Guidelines.*

(1) The development of buildings to accommodate agricultural uses or agricultural-related activities, and single-family homes and buildings ancillary thereto, on lots 10 acres or more in area, shall be designed and constructed pursuant to the standards contained in Table 6.01-12 (AG (Agricultural) Overlay Zoning District Development Standards), below.

Table 6.01-12: AG (Agricultural) Overlay Zoning District Development Standards

Requirements	*Standards*	*Additional Regulations*
A. SITE DEVELOPMENT STANDARDS		
1. Minimum Lot Size	10 acres	Note 1
2. Maximum Lot Coverage		
3. Allowed Density Range	One dwelling per 10 acres	

Table 6.01-12: AG (Agricultural) Overlay Zoning District Development Standards

Requirements	Standards	Additional Regulations
4. Minimum Lot Dimensions		
a. Ratio (lot width to lot depth)	1:4	
b. Lot Width	300 FT	Note 1
c. Lot Depth	300 FT	Note 1
5. Equestrian Trails Required	No	
6. Walls, Fences, and Obstructions	Refer to Section 6.02.020 (Design Standards for Residential Zoning Districts) of this Development Code.	
7. Off Street Parking	Refer to Division 6.03 (Off-Street Parking and Loading) of this Development Code.	
8. Landscaping	Refer to Division 6.05 (Landscaping) of this Development Code.	
9. Property Appearance and Maintenance	Refer to Division 6.10 (Property Appearance and Maintenance) of this Development Code.	
10. Historic Preservation	Certain portions of residential zoning districts are identified as historic or potentially historic and are listed on the City's Historic Resources Eligibility List. Development regulations set forth in Division 7.01 (Historic Preservation), and application processing and permitting regulations set forth in Division 4.02 (Discretionary Permits and Actions) and of this Development Code, shall apply in these instances.	
11. Signs	Refer to Subparagraph q (Sign Standards) of this Paragraph C.1 (AG (Agricultural) Overlay Zoning District) and Division 8.1 (Sign Regulations) of this Development Code.	
12. Security Standards	Refer to Ontario Municipal Code Title 4, Chapter 11 (Security Standards for Buildings).	
13. Noise	Habitable structures shall be designed and constructed to mitigate noise levels from exterior sources. Refer to OMC, Tile 5 (Public Welfare, Morals, and Conduct), Chapter 29 (Noise).	
14. Airport Safety Zones	Properties within the Airport Influence Area (AIA) established by the Ontario International Airport Land Use Compatibility Plan (ALUCP) shall be subject to the requirements and standards of the ALUCP.	
B. BUILDING DEVELOPMENT STANDARDS		
1. Minimum Building Setbacks		
a. From Front Property Line	25 FT	
b. From Street Side Property Line	25 FT	
c. From Interior Side Property Line	15 FT	
d. From Rear Property Line	15 FT	
2. Minimum Building Separations	6 FT	
3. Maximum Building Height	35 FT	Note 2

Notes:

1. *An existing lot of record that is substandard as to minimum "lot" area and/or dimension(s) shall be granted all development rights of the zoning district in which it is located (refer to Subsection 3.01.010.B of this Development Code).*
2. *The maximum building height and FAR may be restricted pursuant to the Ontario International Airport Land Use Compatibility Plan (ALUCP). Refer to the ALUCP for properties affected by Airport Safety Zones.*

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(2) Development within the AG Overlay District shall be consistent with the Residential Design Guidelines established by resolution of the City Council, which are intended as a reference to assist the designer in understanding the City's goals and objectives for residential development. Such guidelines shall be enforceable in the same manner and to the same extent as any other applicable requirement of this Development Code.

q. *Sign Standards.* Notwithstanding the sign regulations contained in Division 8.1 (Sign Regulations) of this Development Code, signs installed within the AG Overlay District shall comply with the following:

(1) **Freestanding Signs.** One unlighted single or double faced sign shall be permitted, not to exceed 6 FT in height and 12 SF in area, for each 60 FT of street frontage, and shall be placed behind the street property line.

(2) **Wall Mounted Signs.** One wall-mounted sign shall be permitted on each building elevation facing a street, not to exceed one SF of sign area for each lineal foot of building elevation length, not to exceed 50 SF.

2. EA (Euclid Avenue) Overlay Zoning District.

a. *Purpose.* The purposes of the EA Overlay zoning district is to recognize and protect Euclid Avenue as a major scenic and historic resource of the City, and major contributor to Ontario's historic downtown. Furthermore, the EA Overlay zoning district is intended to help identify and safeguard Euclid Avenue's position on the National Register of Historic Places.

b. *Applicability.* The herein established rights and responsibilities applicable to the EA Overlay zoning district shall apply to all property located within the boundary of said Overlay District, as shown on the official Zoning Map of the City. The EA Overlay zoning district provisions established herein, shall apply to all existing and new building construction, additions, remodels, or reallocations, whether or not a building permit is required, or other similar entitlement by the City.

c. *Development Standards and Guidelines.* Land development within the EA Overlay zoning district shall be designed and constructed pursuant to the standards and guidelines applicable to the underlying base zoning district and the requirements of the Downtown Ontario Design Guidelines (see Reference C—Downtown Ontario Design Guidelines), as applicable.

d. *Certificate of Appropriateness Required.* A development project within the EA Overlay zoning 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).

e. *Medical Offices and Clinics*. Medical offices and clinics within the EA Overlay zoning district, and which are located in the MU-1 zoning district and have street frontage on Euclid Avenue, shall be allowed only on the second floor of a building or above (occupancy of the ground/first floor shall not be allowed). Medical offices and clinics within the EA Overlay zoning district, which are not located in the MU-1 zoning district, or do not have street frontage on Euclid Avenue, may occupy the ground/first floor of a building.

3. ES (Emergency Shelter) Overlay Zoning District.

a. *Purpose*. The purpose of the ES Overlay zoning district (established pursuant to Section 5.01.010.F.3 (ES (Emergency Shelter) Overlay District) is to accommodate the establishment of emergency shelters, supportive housing, and transitional housing land uses within the City.

b. *Applicability*.

(1) The herein established rights and responsibilities applicable to the ES Overlay zoning district shall apply to all property located within the boundary of said Overlay District, as shown on the official Zoning Map of the City. The ES Overlay zoning district provisions established herein, shall apply to all existing and new building construction, additions, remodels, or reallocations, whether or not a building permit is required, or other similar entitlement by the City.

(2) The ES Overlay zoning district shall be located within areas of the City that are predetermined by the Housing Element, pursuant to GC Section 65583 and contained within the Policy Plan component of The Ontario Plan. Alternate locations may be established by resolution of the City Council, upon recommendation of the Planning Commission.

c. *Development Standards and Guidelines.* Within the ES Overlay zoning district, land and improvements thereon shall be designed and developed pursuant to the standards and guidelines of the underlying base zoning district.

4. MTC (Multimodal Transit Center) Overlay Zoning District.

a. *Purpose*.

(1) The multimodal transit facility anticipated by the Policy Plan component of The Ontario Plan is generally located south of Interstate 10, north of the railroad tracks, east of Guasti Road and west of Archibald Avenue. The multimodal center will serve as a transit hub for local buses, BRT, the Gold Line, high-speed rail, the proposed Ontario Airport Metro Center circulator, and other future transit modes. Many of these transit modes require extensive capital outlay and years of planning, environmental review, design, and, ultimately, construction. Much of the financing of these facilities is beyond the control of the City, being handled by other local, regional, State and federal agencies. The development of a multimodal facility and related services is a long term endeavor, anticipated to take years, if not decades, to bring to fruition.

(2) The MTC Overlay zoning district (established pursuant to Section 5.01.010.F.4 (MTC (Multimodal Transit Center) Overlay District) of this Development Code) is currently developed with a ±425,000 SF warehouse/distribution building with ancillary offices, and a ±6,000 SF building used as a contractor's office and yard. These buildings are not suited for residential, retail, or office uses as envisioned by the Policy Plan, and use of these facilities in the

near term would be somewhat limited, until the property is redeveloped as a multimodal transit center. Consequently, the City wishes to authorize the use of the existing buildings for the purpose for which they were previously used.

(3) The purpose of the MTC Overlay zoning district is to allow for the establishment of warehouse and distribution land uses, on an interim basis, within existing buildings located within the overly district boundary.

b. *Applicability*.

(1) The herein established rights and responsibilities applicable to the MTC Overlay zoning district shall apply to all property located within the boundary of said Overlay District, as shown on the official Zoning Map of the City. The MTC Overlay zoning district provisions established herein, shall apply to all existing and new building construction, additions, remodels, or reallocations, whether or not a building permit is required, or other similar entitlement by the City.

(2) Allowed land uses within the MTC Overlay zoning district shall be limited to warehouse/distribution facilities, ancillary offices, and those temporary land uses allowed within the IG zoning district pursuant to Table 5.02-1 (Land Use Matrix) of this Development Code.

(3) Any expansion of existing buildings or proposals for new building construction shall require the adoption of a Specific Plan pursuant to Section 4.01.035 (Specific Plans and Amendments) of this Development Code, which prescribes the allowed land uses, development regulations and guidelines, and sign regulations applicable to the project.

(4) The MTC Overlay zoning district shall remain in effect until June 30, 2027, unless otherwise extended pursuant to Section 4.01.020 (Development Code Amendments) of this Development Code, or the existing buildings are removed.

(5) All rights pertaining to the MTC Overlay zoning district established herein, shall run with the land and shall be transferable to any future owner(s) of property within the MTC Overlay zoning district, and their assigns.

5. ICC (Interim Community Commercial) Overlay Zoning District.

a. *Purpose*. The purpose of the ICC Overlay zoning district (established pursuant to Section 5.01.010.F.5 (ICC (Interim Community Commercial) Overlay District) of this Development Code) is to allow for the establishment of Community Commercial land uses, on an interim basis, within existing buildings located within the overlay district boundary.

b. *Applicability*.

(1) The herein established rights and responsibilities applicable to the ICC Overlay zoning district shall apply to all property located within the boundary of said Overlay District, as shown on the official Zoning Map of the City. The ICC Overlay zoning district provisions established herein, shall apply to all existing and new building construction, additions, remodels, or reallocations, whether or not a building permit is required, or other similar entitlement by the City.

(2) The ICC Overlay zoning district may be established pursuant to the requirements of Section 4.01.040 (Zone Changes) of this Development Code, on property containing existing buildings constructed for occupancy by commercial land uses.

(3) The ICC Overlay zoning district shall allow those commercial uses allowed in the CN and CC zoning districts pursuant to Table 5.02-1 (Land Use Matrix) of this Development Code, while at the same time preserving the City's vision for the development and use of property consistent with the underlying Policy Plan (general plan) land use designation.

c. *Expansion of Existing Commercial Structures and Uses.*

(1) Within the ICC Overlay zoning district, building expansion, shall only be allowed for the purpose of expanding an existing, legally established commercial land use, which is allowed pursuant to Subparagraph B.5.b(3) of this Section.

(2) The expansion of an existing commercial building shall be allowed pursuant to the requirements of Subsection 3.01.020.J (Alteration and/or Expansion of a Nonconforming Nonresidential Structure) of this Development Code and shall be developed consistent with the standards of the CC zoning district.

(3) *New Residential Development.* New residential development, which is proposed consistent with the Official Land Use Plan (Exhibit LU-01) of the Policy Plan component of The Ontario Plan, shall first require a zone change to the HDR-45 zoning district pursuant to Section 4.01.040 (Zone Changes) of this Development Code, and full compliance with the land use requirements, and development standards and guidelines of the HDR-45 zoning district.

(4) *Protection of ICC Overlay zoning district Land Use and Development Rights.* All land use and development rights granted by the ICC Overlay zoning district shall be transferable to any future owner(s) of property within the ICC Overlay zoning district, and their assigns.

6. AH (Affordable Housing) Overlay Zoning District.

a. *Purpose*. The purpose of the AH Overlay zoning district is to facilitate housing opportunities within the community via implementation of required rezone programs pursuant to the City's adopted Housing Element where required for compliance with State Housing Element law.

b. *Applicability*. The herein established rights and responsibilities applicable to the AH Overlay District shall apply to sites identified in the housing inventory, part of the City's Housing Element, located 1) south of Riverside Drive, 2) along East Holt Boulevard between the Cucamonga Creek Channel and Corona Avenue, and 3) areas designated as MU-8C at the northeast corner of West Holt Boulevard and Mountain Avenue.

c. *Definitions.* For the purpose of the AH Overlay zoning district, the words or phrases listed below, in correct alphabetical order, shall have the meanings hereafter specified:

Affordable Housing Project. Affordable housing projects for the purposes of the affordable housing overlay are defined as follows:

- Tier 1. Any projects with a residential component with at least 20 percent of total units are designated as affordable to lower incomes via deed restriction or another mechanism to guarantee affordability for a minimum of 30 years.

- Tier 2. Any projects with a residential component with at least 25 percent of total units are designated as affordable to lower incomes via deed restriction or another mechanism to guarantee affordability for a minimum of 30 years.

d. *Development Standards.* The development standards applicable to proposed development in the Affordable Housing Overlay District shall be in accordance with the applicable base zone, other overlay zones, and all applicable provisions of the Development Code, unless otherwise indicated herein, or where necessary to comply with Federal and State law.

(1) **Minimum Density.** Within the AH Overlay zoning district, all new residential development, regardless of affordability, requires a minimum density of 20 dwelling units per acre. The minimum density shall be calculated as an average over the entire project area on sites south of Riverside Drive.

(2) **Affordable Housing Projects.** The development of affordable housing projects within the AH Overlay zoning district shall be allowed by right and are encouraged in accordance with the following provisions:

(a) Tier 1 Affordable Housing Projects. Tier 1 Affordable Housing Projects on property having a base zoning designation of SP, may be developed as follows:

(i) *Medium Density Residential (MDR)*. Affordable housing projects on property designated as MDR by the Land Use Plan (Figure LU-01) of the Policy Plan, may be developed pursuant to the requirements of either the SP zoning district or the MDR-25 zoning district.

(ii) *Mixed Use (MU)*. Affordable housing projects on property designated as MU by the Land Use Plan (Figure LU-01) of the Policy Plan, may be developed pursuant to the requirements of either the SP zoning district or a comparable existing zoning implementation tool that aligns with the density and intensity of the proposed project, except that the maximum density allowed shall be equivalent to the maximum density identified for the applicable Mixed Use area in the Land Use Designations Summary Table (Figure LU-02) of the Policy Plan.

(iii) *Calculating Minimum Density*. If a project with a base designation of SP develops without a specific plan, minimum density shall be calculated as an average over the entire portion of the project area that is within the AH Overlay zoning district.

(b) Tier 2 Affordable Housing Projects. Tier 2 Affordable Housing Projects on property having a base zoning designation of SP, may developed in the same manner as Tier 1 Affordable Housing Projects, with the following additions:

(i) *Medium Density Residential.* Affordable housing projects on property designated as MDR by the Land Use Plan (Figure LU-01) of the Policy Plan shall allow a maximum density of 25 to 30 dwelling units per acre.

Division 6.02—Walls, Fences, and Obstructions

Sections:

6.02.000: Purpose
6.02.005: Applicability
6.02.010: Prohibited Materials
6.02.015: General Requirements
6.02.020: Design Standards for Residential Zoning Districts
6.02.025: Design Standards for Nonresidential Zoning Districts
6.02.030: Protection of Intersection Visibility
6.02.035: Temporary Security or Construction Fencing

6.02.000: Purpose

The purpose of this Division is to establish standards regulating the construction and maintenance of walls, fences, and other obstructions to allow for the maximum enjoyment and use of property, and to ensure the maximum safety of persons using streets and sidewalks.

6.02.005: Applicability

A. The provisions of this Division shall apply to the construction, addition or remodel of any wall or fence, and the placement of landscaping, signs, poles, equipment, or any other object that may pose an obstruction to pedestrian or vehicular travel or visibility.

B. The design and location of all walls, fences, and gates shall be subject to review and approval by the Planning Director, regardless of whether a building permit is required for its construction.

6.02.010: Prohibited Materials

The following materials shall be prohibited in the construction and/or installation of walls, fences, and obstructions:

A. Walls or fences containing razor wire or any other material or application considered by the Planning Director to be unsafe, shall be prohibited.

B. Walls and/or fences containing barbed wire shall be prohibited within residential and commercial zoning districts, and within mixed-use zoning districts and overlay districts for residential or commercial purposes.

C. Walls and/or fences containing electrified wire, and the installation of electrified fences, shall be prohibited within residential zoning districts, and in conjunction with residential development in mixed-use zoning districts and overlay districts for residential purposes.

6.02.015: General Requirements

A. No hedge, fence, wall, merchandise, sign, or any other equipment may be constructed, placed, grown, or permitted on any sidewalk, excepting newsstands, public trash receptacles, U.S. Government mailboxes, public utility poles, public transit shelters and/or seating, or any other object that is deemed no more objectionable than the foregoing by resolution of the City Council. The authorized equipment shall be placed out of the normal flow of pedestrian traffic and shall not be so placed as to constitute a hazard or nuisance.

B. No hedge, fence, wall, merchandise, sign, or any other equipment shall be permitted in or on any parkway adjacent to any sidewalk, except as allowed by the City Engineer, or excepting newsstands, public trash receptacles, U.S. Government mailboxes, public utility poles, public transit shelters and/or seating, or any other object that is deemed no more objectionable than the foregoing by the City Engineer. The authorized equipment shall be placed out of the normal flow or pedestrian traffic and shall not be so placed as to constitute a hazard or nuisance.

C. No fence, wall, shrub, sprinkler system, or any construction may be placed within any street right-of-way without first obtaining an encroachment permit from the City Engineer.

D. Any fence, shrub, sprinkler system, or any construction placed within the street right-of-way without permission of the City Engineer shall be removed by the owner upon request of the City Engineer within 7 days of notification, at no expense to the City. Upon failure to comply with an order for removal, the City may cause removal at the expense of the owner.

E. No fence shall be constructed of metal other than ornamental iron or tube steel, chain link, or wire mesh having a minimum size and thickness of 4-inches by 4-inches by 12.5 gauge.

F. Walls, fences, hedges or other plant growth that, in the opinion of the Planning Director or City Engineering, adversely affects the safe ingress or egress of pedestrians or vehicles shall not exceed 3 FT in height within any required front or street side yard setback area.

G. A 6 FT high wall or fence shall be constructed along the perimeter of all areas determined by the Planning Director, Building Official, or City Engineer, to pose a danger to the public health or safety.

6.02.020: Design Standards for Residential Zoning Districts

Within residential zoning districts, walls and fences shall be constructed as follows:

A. Required Walls and Fences.

1. Single-Family Development Projects and Subdivisions. Single-family residential development projects and subdivisions, regardless of the number of dwellings proposed, shall provide 6-FT high walls, as follows:

a. A decorative masonry block wall shall be constructed along the perimeter of single-family development projects and subdivisions, including all interior side and rear project boundaries, and street frontages without front-on units.

b. A decorative masonry block wall shall be constructed along all street side property lines and along the rear property line of through lots and shall be setback a minimum of 5 FT behind the sidewalk.

c. A masonry block wall shall be constructed along interior side and rear property lines. Walls shall not be required along property lines that abut a property zoned or used as open space or maintained for recreation purposes.

d. A decorative masonry block wall shall be constructed between side yard walls and the adjacent dwelling. Appropriate gates for rear yard access shall be provided.

2. Multiple-Family Development Projects and Subdivisions. Multiple-family residential development projects and subdivisions, regardless of the number of dwellings proposed, shall provide 6-FT high walls or fences, as follows:

a. A decorative masonry block wall, or decorative tube steel fence with decorative masonry pilasters, shall be constructed along the interior side and rear project boundaries of multiple-family development projects and subdivisions. Walls or fences shall not be required along property lines that abut a property zoned or used as open space or maintained for recreation purposes.

b. A minimum 6-FT high decorative masonry wall shall be constructed along property lines that separate multiple-family development projects from neighboring residential developments. The wall height shall be measured from the highest adjacent grade.

3. Swimming Pools, Hot Tubs, Spas, Ponds, and Decorative Bodies of Water. Any swimming pool, hot tub, spa, pond, or decorative body of water that is more than 1.5 FT in depth, whether located above or below ground, shall be fully enclosed by a minimum 5-FT high decorative nonclimbable fence or wall, with decorative entrance and exit gates, and shall be constructed/installed pursuant to building code requirements.

B. Materials and Design.

1. All walls and fences visible to the public shall be designed to be compatible with the architecture of the buildings on the same lot.

2. All walls that are visible to the public shall be constructed of decorative masonry that is complimentary to the exterior finishes of adjacent buildings, such as, but not limited to, brick, split-face or slump concrete block, or other materials approved by the Planning Director that are consistent with industry standards, and shall include a decorative cap. The use of a grout cap shall not be permitted.

3. Fences shall be constructed of ornamental steel or iron, wood, or PVC materials, which are consistent with industry standards. Other materials may be used if the Planning Director determines the design to be compatible with the architecture of adjacent buildings and with buildings in the surrounding neighborhood.

4. Special design considerations shall be provided on walls and fences located within front yards and areas visible from public streets to ensure compatibility with the architecture of adjacent buildings, as well as with buildings in the surrounding neighborhood.

5. Long expanses of wall or fence (ranging from 150 FT to 200 FT in length) that is adjacent to a public right-of-way shall have offset areas (decorative pilasters or a horizontal change in the plane) and shall be architecturally designed to prevent monotony. The design of walls shall emphasize the highest quality of materials and design features.

6. Within existing neighborhoods, fences located within the front and street side yards of single-family homes may be constructed of chainlink if it is the predominate material used in the neighborhood, as determined by the Planning Director. If chainlink fencing is determined to be appropriate, it shall be installed in accordance with industry standards.

C. Height. The maximum height of a walls or fences located within a residential zoning district shall be as listed below. The wall height shall be measured on the street side or exterior side of the wall, from the top of the wall to the lowest adjacent finished grade.

1. Subdivision Perimeter Walls and Fences. Subdivision perimeter walls shall not exceed 6 FT in height, except as permitted by Paragraphs C.5 (Walls and Fences in Conjunction with Retaining Walls) and C. 7 (Sound Attenuation Walls) of this Section.

2. Street Side Yard Walls and Fences. Street side yard walls or fences shall not exceed 6 FT in height, except as permitted by Paragraphs C.5 (Walls and Fences in Conjunction with Retaining Walls) and C. 7 (Sound Attenuation Walls) of this Section.

3. Interior Side and Rear Property Line Walls and Fences. Interior side and rear yard property line walls or fences shall not exceed 6 FT in height, except as permitted by Paragraphs C.5 (Walls and Fences in Conjunction with Retaining Walls) and C. 7 (Sound Attenuation Walls) of this Section.

4. Front Yard Walls and Fences. Walls or fences within a front yard area shall not exceed 3 FT in height, except as permitted by Paragraphs C.5 (Walls and Fences in Conjunction with Retaining Walls) and C. 7 (Sound Attenuation Walls) of this Section.

5. Walls and Fences in Combination with Retaining Walls. To accommodate possible differences in grade between two properties, or between a property and a public right-of-way, the Planning Director may approve walls and fences constructed in combination with retaining walls, which have an overall height in excess of the maximum wall height allowed by Paragraphs C.1 through C.4 of this Section. However, walls and fences constructed in combination with retaining walls, which are located adjacent to a public right-of-way, shall: have a maximum retaining wall height of 3 FT and a maximum free wall height equal to the maximum wall heights allowed by Paragraphs C.1 through C.4 of this Section.

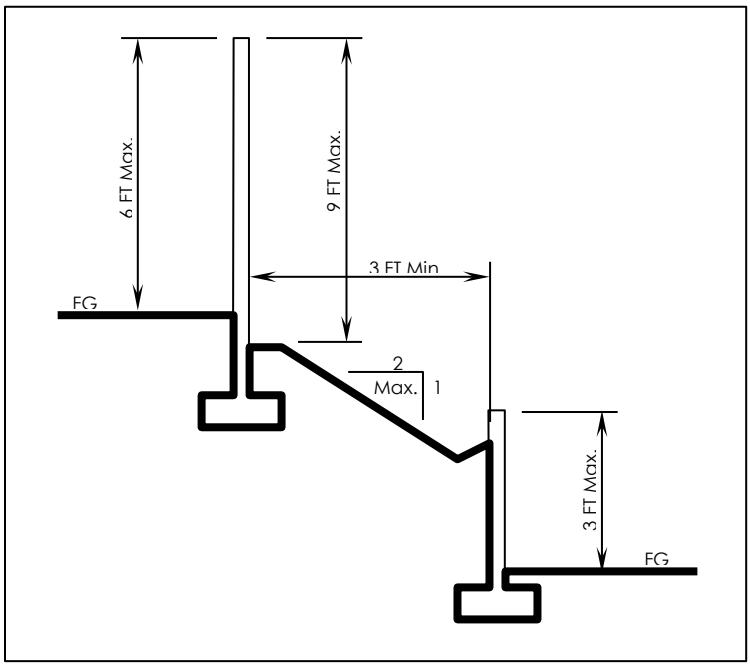


Figure 6.02-1: Tiered Retaining Wall Design Concept

6. Tiered Retaining Wall Design. In cases where more than 3 FT of earth retention is necessary adjacent to a public right-of-way, retaining walls shall be tiered as exemplified in Figure 6.02-1 (Tiered Retaining Wall Design Concept), above.

7. Sound Attenuation Walls. Walls constructed for sound attenuation pursuant to an impact study prepared by an acoustic engineer, shall be the minimum height necessary to ensure adequate sound attenuation. The design and construction of a noise attenuation wall in excess of 6 FT in height shall be approved by the Planning Director prior to building permit issuance.

8. Walls and Fences within the Buildable Area of a Lot (Behind Setback Areas). Fences and walls constructed within the buildable area of a lot shall be subject to the height limitations of the applicable base zoning district.

D. Location.

1. Interior Property Lines (Side and Rear). Where the side or rear property line of a lot is common with another lot's side or rear property line, a wall or fence may be constructed along the common property line for purposes of property division or security.

2. Street Side Property Lines. On a corner lot or reverse corner lot, where a side and rear property line of a lot is common with a side or rear property line of another lot, a wall or fence may be constructed along the street side property line. The area between the wall or fence and the sidewalk (or curb) shall be fully landscaped and maintained.

3. Front Yard Walls or Fences. Within a front yard area, walls and fences up to 3 FT in height may be constructed along a front or street side property line. The area between the wall or fence and sidewalk (or curb) shall be fully landscaped and maintained.

4. Through-Lots. On a single lot having two street frontages, each frontage at opposite ends of the lot, for the purposes of wall placement, one frontage shall be a front yard

and the other a rear yard. A wall or fence shall be constructed a minimum of 5 FT behind the rear property line. The area between the wall or fence and sidewalk shall be fully landscaped and maintained.

6.02.025: Design Standards for Nonresidential Zoning Districts

Within nonresidential zoning districts, walls and fences shall be constructed as follows:

A. Required Walls and Fences.

1. Zoning District Boundary Separation.

a. A decorative masonry block wall shall be constructed along property lines that separate nonresidential zoning districts from neighboring residential zoning districts. The wall height on the nonresidential side of the wall shall be a minimum of 8 FT and shall be a minimum of 6 FT in height on the residential side of the wall.

b. A decorative tube steel fence with a sheppard's hook shall be constructed between railroad rights-of-way and development projects within nonresidential zoning districts.

2. Screening of Outdoor Loading/Storage Areas and Loading Doors.

a. Outdoor loading and storage areas, and loading doors shall be screened from public view by a decorative masonry wall with view-obstructing access gates

b. Screen walls shall be designed as an integral part of the architecture of the buildings on the lot.

c. Screen walls shall be of sufficient height to completely screen loading and storage activities, facilities, and equipment, but shall be no less than 8 FT in height.

d. Screen walls shall be constructed of tilt-up or poured-in-place concrete, brick, concrete block (split-face or slump), or other materials approved by the Planning Director.

B. Materials and Design.

1. All walls and fences visible to the public shall be designed to be compatible with the architecture of the buildings on the same lot.

2. Walls that are visible to the public shall be constructed of decorative masonry that is complimentary to the exterior finishes of adjacent buildings, such as brick; split-face concrete block; or ribbed, scored, or sandblasted tilt-up or poured-in-place concrete. Ceramic tile and natural stone veneers may also be used. Precision block shall not be used in areas visible to the public.

3. Concrete block walls shall incorporate a decorative cap. The use of a grout cap shall not be permitted.

4. Fences that are visible to the public shall be constructed of decorative wrought iron or tube steel, with decorative masonry pilasters spaced at regular intervals. Other materials

may be used if the Planning Director determines the design to be compatible with the architecture of adjacent buildings. Chainlink shall not be used in areas visible to the public.

5. Long expanses of wall or fence (ranging from 150 FT to 200 FT in length) that is adjacent to a public right-of-way shall have offset areas (decorative pilasters or a horizontal change in plane) and shall be architecturally designed to prevent monotony. The design of walls shall emphasize the highest quality of materials and design features.

6. Walls or fences containing barbed wire may be used within industrial zoning districts; however, the barbed wire shall not project above the top of walls or fences so as to be visible from public areas.

C. Height. The maximum height of a wall or fence located within nonresidential zoning districts shall be as listed below. The wall height shall be measured on the street side or exterior side of the wall, from the top of the wall to the lowest adjacent finished grade.

Table 6.02-1: Maximum Height of Interior Side and Rear Property Line Walls and Fences

Zoning District	Maximum Height
Commercial and Mixed-Use Zoning Districts:	8 FT
Industrial Zoning Districts:	14 FT
All Other Nonresidential Zoning Districts:	6 FT

1. Interior Side and Rear Property Line Walls and Fences. Interior side and rear yard property line walls or fences shall not exceed the following heights shown in Table 6.02-1 (Maximum Height of Interior Side and Rear Property Line Walls and Fences), above, except as permitted by Paragraphs A.1 (Zoning District Boundary Separation), C.3~~4~~ (Walls and Fences in Combination with Retaining Walls) and C.5~~6~~ (Sound Attenuation Walls) of this Section.

2. Walls or Fences within Front and Street Side Setback Areas. Walls or fences located within front or street side setback areas shall not exceed the following heights shown in Table 6.02-2 (Maximum Height of Walls or Fences within Front and Street Side Setback Areas), below, except as permitted by Paragraphs C.~~4~~3 (Walls and Fences in Combination with Retaining Walls) and C.~~6~~5 (Sound Attenuation Walls) of this Section.

Table 6.02-2: Maximum Height of Walls or Fences within Front and Street Side Setback Areas

Zoning District	Maximum Height
Commercial and Mixed-Use Zoning Districts:	3 FT
Industrial Zoning Districts:	6 FT maximum, constructed with at least 90 percent of the vertical surface designed to be open and not view-obstructing.
All Other Nonresidential Zoning Districts:	6 FT maximum, except that the portion of a wall or fence in excess of 3 FT in height shall be constructed with at least 90 percent of the vertical surface designed to be open and not view-obstructing.

3. Walls and Fences in Combination with Retaining Walls. To accommodate possible differences in grade between two properties or between a property and a public right-of-way, the Planning Director may approve walls and fences constructed in combination with retaining walls, which have an overall height in excess of the maximum wall height allowed by Paragraphs C.1 (Interior Side and Rear Property Line Walls and Fences) and C.2 (Walls or Fences Within Front

and Street Side Setback Areas) of this Section. However, walls and fences constructed in combination with retaining walls, which are located adjacent to a public right-of-way, shall: **[i]** have a maximum retaining wall height of 3 FT, **[ii]** have a maximum free wall height of 6 FT, and **[iii]** have a maximum overall height of 9 FT.

4. Tiered Retaining Wall Design. In cases where more than 3 FT of earth retention is necessary adjacent to a public right-of-way, retaining walls shall be tiered pursuant to Figure 6.02-1 (Tiered Retaining Wall Design Concept).

5. Sound Attenuation Walls. Walls constructed for sound attenuation pursuant to an impact study prepared by an acoustic engineer, shall be the minimum height necessary to ensure adequate sound attenuation. The design and construction of a noise attenuation wall in excess of 6 FT in height shall be approved by the Planning Director, prior to building permit issuance.

6. Walls and Fences within the Buildable Area of a Lot (Outside of Setback Areas). Fences and walls constructed within the buildable area of a lot shall be subject to the height limitations of the applicable base zoning district.

D. Location.

1. Interior Property Lines (Side and Rear). Where the side or rear property line of a lot is common with another lot's side or rear property line, a wall or fence may be constructed along the common property line for purposes of property division or security.

2. Street Side Property Lines. On a corner lot or reverse corner lot, a wall or fence may be constructed for property security a minimum of 5 FT behind the street side property line. The area between the wall or fence and the sidewalk (or curb if no sidewalk is present) shall be fully landscaped and maintained.

3. Front Yard Walls or Fences. Within a front yard area, a wall or fence may be constructed for property security a minimum of 5 FT behind the front property line. The area between the wall or fence and sidewalk (or curb if no sidewalk is present) shall be fully landscaped and maintained.

4. Through-Lots. On a single lot having two street frontages, with each frontage at opposite ends of the lot, for the purposes of wall placement, one frontage shall be a front yard and the other a rear yard. A wall or fence shall be constructed a minimum of 10 FT behind the rear property line. The area between the wall or fence and the sidewalk (or curb if no sidewalk is present) shall be fully landscaped and maintained.

E. Electrified Fences.

1. No electrified fence shall be installed or used unless first approved by the Planning Director. As used herein, "electrified fence" means any fence that meets the following requirements.

a. The fence is powered by an electrical energizer with both of the following output characteristics:

(1) The impulse repetition rate does not exceed 1 Hz.

(2) The impulse duration does not exceed 10 milliseconds (10/10,000 of a second).

b. The fence is used to protect and secure commercial or industrial property.

2. An owner of real property may install and operate an electrified fence on their property subject to all of the following:

a. The property is not located in a residential zone.

b. The fence meets the 2006 international standards and specifications of the International Electrotechnical Commission for electric fence energizers in "International Standard IEC 60335, Part 2-76."

c. The fence is identified by prominently placed warning signs that are legible from both sides of the fence. At a minimum, the warning signs shall meet all of the following criteria:

(1) The warning signs are placed at each gate and access point, and at intervals along the fence not exceeding 30 FT.

(2) The warning signs are adjacent to any other signs relating to chemical, radiological, or biological hazards.

(3) The warning signs are marked with a written warning or a commonly recognized symbol for shock, a written warning or a commonly recognized symbol to warn people with pacemakers, and a written warning or commonly recognized symbol about the danger of touching the fence in wet conditions.

d. Within nonresidential zoning districts, except industrial zoning districts, an electrified fence shall not exceed 10 FT in height and shall be located behind a fully enclosed perimeter wall or fence that is no less than 2 FT below the height of the electrified fence.

e. Within industrial zoning districts, an electrified fence shall not exceed 16 FT in height and shall be located behind a fully enclosed perimeter wall or fence that is no less than 2 FT below the height of the electrified fence.

f. A "Knox Box Electrical Shunt Switch" and a "Knox Box" or other similarly approved device, shall be installed for emergency access of Police and Fire Departments.

g. By issuance of a building and/or electrical permit to install or use an electric fence as provided by this Subsection, the applicant and property owner shall agree, as a condition of permit issuance, to defend, indemnify and hold harmless the City of Ontario and its agents, officers, consultants, independent contractors, and employees, from any and all claims, actions, or proceedings arising out of any personal injury, including death or property damage caused by the electrified fence.

h. In the event that access by the City of Ontario Fire Department and/or Police Department personnel to a property where a permitted electrified fence has been installed and is operating required due to an emergency or urgent circumstances, and the Knox Box or other similar approved device referred to in this Subsection is absent or non-functional, and an owner, manager, employee, custodian, or any other person with control over the property, is not present to disable the electric fence, the fire or police personnel shall be authorized to disable the

electrified fence in order to gain access to the property. As a condition of permit issuance, all applicants issued permits to install or use an electrified fence as provided in this Subsection will agree to waive any and all claims for damages to the electrified fence against the City of Ontario and/or its personnel under such circumstances.

i. It shall be unlawful, and a misdemeanor, for any person to install, maintain, or operate an electrified fence in violation of this Subsection.

6.02.030: Protection of Intersection Visibility

There shall be no visual obstructions within the areas specified below. For the purposes of this Section, a visual obstruction shall be defined as any wall, fence, obstacle, mature landscaping, or thing allowed, installed, set out, or maintained, which exceeds a height of 3 FT above the nearest street pavement surface, excepting existing or future permanent buildings that are otherwise constructed or maintained in accordance with applicable zoning and building regulations, public utility poles, trees trimmed at the trunk to a point at least 8 FT above the level of the street (provided that trees are spaced so that trunks do not create a visual barrier), and official traffic or other government signs.

A. **Intersecting Streets.** At intersecting streets, an area (corner clearance) shall be maintained free of visual obstructions to ensure adequate sight distance for vehicular and pedestrian traffic. The corner clearance shall be provided pursuant to the Engineering Department's Traffic and Transportation Guidelines.

B. **Intersecting Private Driveway with a Street or Alley.** Where a private driveway intersects a street or alley, the Planning Director or City Engineer may require that a clear area (corner cutoff) be maintained free of visual obstructions to ensure adequate sight distance for vehicular and pedestrian traffic. The corner cutoff is defined by a line in a horizontal plane, taken at a 45-degree angle with the street or alley, which line passes through a point on the street or alley 20 FT from the intersection.

C. **Driveway Adjacent to a Reverse Corner Lot.** Where a key lot has a private driveway located along the side yard which abuts the rear yard of a reverse corner lot, the Planning Director or City Engineer may require that a clear area (corner cutoff) be provided on the reverse corner lot pursuant to Subsection B (Intersecting Private Driveway With a Street or Alley), above, to assure adequate sight distance for vehicular and pedestrian traffic. Generally, new developments containing reverse corner lots shall locate the key lot driveway in the side yard opposite the rear property line of the reverse corner lot, unless determined by the Planning Director or City Engineer that the location of the driveway, as it relates to the adjoining property, will maintain adequate visibility at the intersecting driveway and street.

6.02.035: Temporary Security or Construction Fencing

A. **Purpose.** Temporary security or construction fences are typically used to secure vacant property from theft, vandalism and/or trespass; or to secure a construction site from the theft or vandalism of construction equipment and/or materials, protect work in progress, and to protect the public from injury while construction is underway. The herein stated regulations are intended to establish procedures and standards regarding the use of temporary security and construction fencing on sites with construction activity, on undisturbed land, around vacant buildings, on vacant sites, and for special events.

B. **Applicability.** Temporary security or construction fencing may be installed as follows:

1. Temporary construction fencing may be installed in conjunction with: **[i]** a building permit for the construction of a vacant property, **[ii]** the vacant portion of a partially developed property, or **[iii]** exterior improvements to an existing occupied or unoccupied building.

2. Temporary security fencing may be installed in conjunction with: **[i]** a vacant/unimproved property, **[ii]** a vacant building, or **[iii]** the vacant/unimproved portion of a partially developed property.

C. **Temporary Security or Construction Fencing Design Requirements.**

1. Temporary security or construction fencing shall not include barbed wire, razor wire, or any other material or application considered by the Planning Director to be unsafe.

2. Temporary security or construction fencing shall be built and maintained in good order, in full compliance with applicable Building Code and Development Code provisions.

3. The maximum height of temporary security or construction fencing shall be 6 FT within residential zoning districts, and 8 FT within nonresidential zoning districts, measured on the exterior side of the fence, from the top of the fence to the lowest adjacent finished grade.

4. All temporary security or construction fencing shall include a green fabric mesh screen or other view-obstructing material approved by the Planning Director, which shall be maintained in a neat and undamaged condition and shall include emergency identification and proper safety identification.

5. Fence openings for pedestrian access shall be provided, which consists of a lockable gate that swings into the property.

6. Fence openings for vehicular access shall be provided with a lockable rolling gate. The opening shall be no wider than the adjacent driveway approach.

7. Fencing shall not be installed in a manner that prohibits the safe and continued operation of a building pursuant to the Building Code. Required exits, existing structural elements, fire protection devices, and sanitary safeguards shall be maintained at all times, pursuant to Building Code requirements.

8. Existing streets, public transportation stops, fire hydrants, and/or public sidewalks shall not be enclosed by temporary security or construction fencing, unless the Building Official determines that the facilities are required to be fenced to protect the public health, safety, or welfare, and an encroachment permit has been obtained from the City.

9. The installation of temporary security or construction fencing shall not result in a diversion of water onto a separately owned parcel, tract, right-of-way, right-of-way easement, roadway easement, and/or private street."

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Division 6.03—Off-Street Parking and Loading

Sections:

6.03.000: Purpose
6.03.005: Applicability
6.03.010: General Requirements
6.03.015: Required Number of Off-Street Parking Spaces
6.03.020: Reduction in the Required Number of Parking Spaces
6.03.025: Tandem Parking
6.03.030: Parking for the Physically Disabled
6.03.035: Bicycle Parking
6.03.040: Parking for Fuel Efficient Vehicles
6.03.045: Off-Street Parking Design Standards
6.03.050: Parking Lot Lighting
6.03.055: Off-Street Loading Standards

6.03.000: Purpose

The off-street parking and loading regulations prescribed by this Article have been established to achieve the following purposes:

A. Provide accessible, attractive, secure, properly lighted, and well maintained parking facilities;

B. Reduce traffic congestion and hazards caused by the loading and unloading of trucks on public streets and the shortage of parking spaces;

C. To alleviate or to prevent traffic congestion caused by shortage of parking spaces and the loading and unloading of trucks on public streets;

D. Ensure that off-street parking and loading facilities are provided for new land uses and the expansion of existing land uses in proportion to the needs of the land uses they serve; and

E. To ensure that off-street parking and loading facilities are designed in a manner that will result in maximum efficiency, protect the public safety, provide for the special needs of the physically handicapped, and where appropriate, insulate surrounding land uses from their impact.

6.03.005: Applicability

A. Off-street parking and loading facilities, and parking lot lighting shall be provided pursuant to the provisions of this Division when:

1. Any lot is developed, any new building is constructed, or any existing building or structure is added to or expanded, which requires Development Plan approval pursuant to Section 4.02.025 (Development Plans) of this Development Code;

2. Any new use is established, or any existing use is expanded or intensified, which requires Conditional Use Permit approval pursuant to Section 4.02.015 (Conditional Use Permits) of this Development Code;

3. The gross floor area of any existing building or structure is increased or enlarged by more than 5 percent (cumulative) of the existing floor area or permanent seating (off-street parking shall be provided for the total resulting buildings, structures and capacities of uses);

4. Permanent seating for an assembly use is increased or enlarged; (off-street parking shall be provided for the total resulting seating and capacities of uses); and

5. Any intensification of use or change in the occupancy of any building or in the manner in which any use is conducted, that would result in additional parking spaces being required.

B. No existing land use shall be deemed nonconforming solely based upon the lack of off-street parking or loading spaces required by this Division.

6.03.010: General Requirements

A. All off-street parking facilities required by this Division shall be designed and maintained to be fully usable for the duration of the use requiring the facilities.

B. Areas provided to meet applicable parking requirements, including off-street parking and loading spaces, access drives, and maneuvering areas, shall not be used for the outdoor storage of materials and equipment, nor shall it be used for any other purpose than parking.

C. Requirements for uses not specifically addressed by this Division shall be determined by the Zoning Administrator, based upon the requirements for comparable uses and the particular characteristics of the use.

D. All off-street parking and loading spaces required by this Division shall be located on the same lot as the use that they are intended to serve, except that nonresidential uses that cannot accommodate the required number of parking spaces on the same lot may provide parking spaces at a separate off-site location, not more than 500 FT from the use the parking spaces are intended to serve, as measured in a straight line from any point from the outer boundaries of the property or lease space containing the use.

E. The required number of off-street parking spaces and/or loading spaces shall be provided at the time of site and/or building occupancy, or at the time of occupancy of any building addition or intensification of use. All parking and loading spaces shall be maintained in good condition for the duration of the building or use.

F. No vehicle shall be parked upon a public or private parking lot, or public property, for the purpose of displaying the vehicle for sale, hire, or rental, unless the property is appropriately zoned, the vendor is licensed to transact the applicable business at that location, and the vendor has obtained all appropriate land use approvals.

G. All parking stalls shall have direct access from a drive aisle, driveway or alley, and shall be designed in a side-by-side or parallel configuration, except as permitted by Section 6.03.030 (Tandem Parking) of this Division.

6.03.015: Required Number of Off-Street Parking Spaces

A. Off-Street Parking Requirements. Off-street parking spaces shall be provided pursuant to Table 6.03-1 (Off-Street Parking Requirements) of this Division, except that within the MU-1 (Downtown Mixed Use) zoning district, off-street parking shall not be required for existing buildings having a GFA less than 10,000 SF. If more than one land use is established on a lot or project site, the number of off-street parking spaces required shall be equal to the sum of the requirements prescribed for each individual land use.

B. Minimum Standards. The parking requirements of Table 6.03-1 (Off-Street Parking and Loading Requirements) are expressed as minimum standards, which should be met and not exceeded. Nevertheless, if additional parking is essential to a project, the minimum parking standard may be exceeded as follows:

1. Residential Uses—Additional Parking Allowed Without Limit. For residential uses, there is no maximum limit as to the number of parking spaces that may be provided. As such, any additional parking may be provided as a matter of right.

2. Nonresidential Uses—Limited Additional Parking Allowed. Additional parking spaces provided in excess of the number required pursuant to Table 6.03-1 (Off-Street Parking and Loading Requirements) of this Section may be provided for nonresidential uses or the nonresidential portions of mixed-use projects, as follows:

a. Parking spaces may be provided up to a maximum of 10 percent above the required number as a matter of right, without any discretionary review by the City.

b. Parking spaces provided in excess of 10 percent above the required number shall be allowed only upon approval by the Planning Commission, based upon proven need.

C. Gross Floor Area (GFA). References to spaces per square foot are to be computed based upon GFA, unless otherwise specified, and includes allocations of shared restrooms, and circulation and storage areas, and other similar common facilities.

D. Rounding of Off-Street Parking Calculations. If a fractional number results from calculations performed in compliance with this Section, one parking space shall be required for a fractional unit of 0.50 or greater, and no space shall be required for a fractional unit of less than 0.50.

E. Uses Not Listed.

1. Land uses not specifically listed in Table 6.03-1 (Off-Street Parking Requirements) of this Division, shall provide parking as required by the Zoning Administrator or Approving Authority pursuant to Table 2.02-1 (Review Matrix) of this Development Code, as applicable.

2. The Approving Authority shall rely upon the requirements of Table 6.03-1 (Off-Street Parking Requirements), and the standards recommended by the Institute of Transportation Engineers, as a guide in determining the necessary number of off-street parking spaces to be provided.

F. Parking Management Plan.

1. Parking Management Plan Required for Multiple-Family Residential Projects. A Parking Management Plan shall be submitted in conjunction with any Development Plan application for the construction of a multiple-family residential development project, or the residential portion of any mixed-use development project, which consists of 3 or more dwelling units. The Plan shall identify the number and location of resident parking spaces (existing and proposed) provided pursuant to Table 6.03-1 (Off-Street Parking and Loading Requirements) of this Section and establish to which dwelling each required resident parking space is to be assigned.

2. Parking Management Plan Shall Be Included in CC&Rs. The Parking Management Plan required pursuant to Paragraph F.1, above, shall be included in any CC&Rs required by the City as a condition of project approval.

3. Required Resident Parking Spaces Cannot Be Separately Rented/Leased. It shall be unlawful to rent or lease a required residential parking space, or any parking space required for the residential portion of any mixed-use development project, separately from the dwelling for which a parking space has been provided pursuant to Table 6.03-1 (Off-Street Parking and Loading Requirements) of this Section, and/or assigned by a Parking Management Plan prepared pursuant to Paragraph F.1 (Parking Management Plan Required for Multiple-Family Residential Projects) of this Section.

Table 6.03-1: Off-Street Parking Requirements

Land Uses, Activities, and Facilities	*No. of Parking Spaces Required*
A. Residential	
1. Caretaker Quarters	One space within a garage
2. Live/Work Developments	3 spaces per 1,000 SF (0.003/SF) of GFA
3. Mobile Home Parks	
a. Resident Parking Spaces	2 spaces per dwelling
b. Guest/Visitor Parking Spaces	**[1]** Portion of dwellings < 50: 0.25 spaces per dwelling; **[2]** Portion of 50 to 100 dwellings: 0.20 spaces per dwelling; **[3]** Portion of dwellings > 100: 0.17 spaces per dwelling; and **[4]** A minimum of 3 guest spaces shall be provided for developments consisting of more than 8 dwellings.
4. Model Homes	2 spaces per model home
5. Multiple-Family Residential	
a. Resident Parking Spaces	**[1]** Studio: 1.5 spaces per dwelling, including one space in a garage or carport; **[2]** One-Bedroom: 1.75 spaces per dwelling, including one space in a garage or carport; **[3]** Two-Bedrooms: 2.0 spaces per dwelling, including one space in a garage or carport; and **[4]** Three or more Bedrooms: 2.5 spaces per dwelling, including one space in a garage or carport.
b. Guest/Visitor Parking Spaces	**[1]** Portion of dwellings < 50: 0.25 spaces per dwelling; **[2]** Portion of 50 to 100 dwellings: 0.20 spaces per dwelling; **[3]** Portion of dwellings > 100: 0.17 spaces per dwelling; and **[4]** A minimum of 3 guest spaces shall be provided for developments consisting of more than 8 dwellings.

Table 6.03-1: Off-Street Parking Requirements

Land Uses, Activities, and Facilities	*No. of Parking Spaces Required*
6. Senior Citizen Housing (as defined pursuant to CC Section 51.3 and CC Section 51.12)	
a. Income Qualified Development	0.7 resident space per dwelling, plus, guest/visitor parking spaces pursuant to the Multiple-Family Residential standards (Subparagraph A.5.b of this Table).
b. Market Rate Development	One resident space per dwelling, plus, guest/visitor parking spaces pursuant to the Multiple-Family Residential standards (Subparagraph A.5.b of this Table).
7. Single-Family Dwellings	
a. Traditional Development	2 spaces per dwelling within a garage
b. Small Lot and Common Interest Developments	2 resident spaces per dwelling within a garage, plus, 0.2 guest/visitor spaces per dwelling. Guest parking spaces may be provided on-street, immediately adjacent to the development boundary, if available. A minimum of 2 guest spaces shall be provided regardless of the number of dwellings proposed.
8. Single Room Occupancy Facilities	One resident space per room; plus, 2 spaces for the resident manager, plus, guest/visitor parking spaces pursuant to the Multiple-Family Residential standards (Subparagraph A.4.b of this Table).
B. Commercial Agriculture	
1. Commercial Crop Production and Farming	Determined by the Zoning Administrator
2. Commercial Animal Production	Determined by the Zoning Administrator
3. Support Activities for Agriculture	Determined by the Zoning Administrator
C. Utilities	One space per employee during the largest shift.
D. Construction	Required parking for "general warehousing;" plus 0.1 space per 1,000 SF (0.0001/SF) of outside storage yards.
E. Manufacturing	See parking standards for "Industrial and Business Park Developments".
F. Retail Trade	
1. General and Convenience Retail	4 spaces per 1,000 SF (0.004/SF) of GFA
2. Grocery Stores	4 spaces per 1,000 SF (0.004/SF)
3. Motor Vehicle Dealers	Interior show rooms: 2.5 spaces per 1,000 SF (0.0025/SF) of GFA; plus, outdoor display areas: one space per 1,000 SF of GFA; plus, required parking for "motor vehicle repair;" plus, required parking for "offices".
4. Motor Vehicle Parts and Accessories	4 spaces per 1,000 SF (0.004/SF) of GFA
5. Tire Stores	2.5 spaces per 1,000 SF (0.0025/SF) of GFA
6. Furniture and Home Furnishings Stores	2.5 spaces per 1,000 SF (0.0025/SF) of GFA
7. Electronics and Appliance Stores	4 spaces per 1,000 SF (0.004/SF) of GFA
8. Building Materials, Garden Equipment, and Supplies	2.5 spaces per 1,000 SF (0.0025/SF) of GFA; plus, one space per 1,000 SF of outdoor display and storage areas.
9. Food and Beverage Stores	4 spaces per 1,000 SF (0.004/SF) of GFA
10. Health and Personal Care Stores	4 spaces per 1,000 SF (0.004/SF) of GFA
11. Gasoline and Fueling Stations	

Table 6.03-1: Off-Street Parking Requirements

Land Uses, Activities, and Facilities	*No. of Parking Spaces Required*
a. Self-Serve and Full Service Fueling Stations	3 spaces minimum; plus, parking requirements for combination uses (e.g., convenience store, food services, motor vehicle repair, etc.). Fueling stations operating in conjunction with other uses may be granted shared parking credit at the rate of one space for each fuel dispenser.
b. Automated Fueling Facilities	Determined by the Zoning Administrator
c. Truck Stops	Determined by the Zoning Administrator
12. Clothing and Clothing Accessory Stores	4 spaces per 1,000 SF (0.004/SF) of GFA
13. Sporting Goods, Hobby, Book, and Music Stores	4 spaces per 1,000 SF (0.004/SF) of GFA
14. General Merchandise Stores	
a. General and Convenience Retail	4 spaces per 1,000 SF (0.004/SF) of GFA
b. Discount and Specialty Superstores	5 space per 1,000 SF (0.005/SF) of GFA
G. Transportation and Warehousing	
1. Airports	Determined by the Zoning Administrator
2. Railroad Passenger Terminals	Determined by the Zoning Administrator
3. Truck Transportation—General and Specialized Freight Trucking	One space per employee during the largest shift
4. Warehousing and Storage	
a. Warehousing and General Storage	See U.1.a (Warehousing/Distribution) of this Table.
b. Motor Vehicle Storage	0.1 space per 1,000 SF (0.0001/SF) of GFA devoted to storage; plus, required parking for "general business offices".
c. Self-Storage	0.1 spaces per 1,000 SF (0.0001/SF) of GFA; plus, required parking for "caretaker quarters" (if provided).
H. Information	
1. Publishing Industries	4 spaces per 1,000 SF (0.004/SF) of GFA
2. Motion Picture and Video Industries (except movie theaters)	Determined by the Zoning Administrator
3. Movie Theaters	0.33 spaces per fixed seat
4. Sound Recording Facilities	4 spaces per 1,000 SF (0.004/SF) of GFA
5. Broadcasting	4 spaces per 1,000 SF (0.004/SF) of GFA
6. Wireless Telecommunications Antennas	One space per facility
7. Data Processing, Hosting, and Related Services	6 spaces per 1,000 SF (0.006/SF) of GFA
8. Libraries and Archives	Determined by the Zoning Administrator
I. Finance and Insurance	
1. Banks, Savings Institutions, and Credit Unions	4.6 per 1,000 SF (0.0046/SF) of GFA
2. Pawn Shops and Pawnbrokers	4 spaces per 1,000 SF (0.004/SF) of GFA
3. Insurance Carriers	4 spaces per 1,000 SF (0.004/SF) of GFA
J. Real Estate, Rental, and Leasing	

Table 6.03-1: Off-Street Parking Requirements

Land Uses, Activities, and Facilities	*No. of Parking Spaces Required*
1. Real Estate Lessors, Agents and Brokers, Property Managers and Appraisers, and Escrow and Listing Services	4 spaces per 1,000 SF (0.004/SF) of GFA
2. Rental and Leasing Services	4 spaces per 1,000 SF (0.004/SF) of GFA
K. Professional, Scientific, and Technical Services	
1. Professional, Scientific, and Technical Services	4 spaces per 1,000 SF (0.004/SF) of GFA
2. Scientific, Research, and Development Services	4 spaces per 1,000 SF (0.004/SF) of GFA
3. Veterinary and Animal Hospital Services	5.7 spaces per 1,000 SF (0.0057/SF) of GFA
L. Management of Companies and Enterprises	4 spaces per 1,000 SF (0.004/SF) of GFA
M. Administrative and Support, and Waste Management and Remediation Services	
1. General Business Offices	4 spaces per 1,000 SF (0.004/SF) of GFA
2. Telephone Call Centers	6 spaces per 1,000 SF (0.006/SF) of GFA
3. Waste Management and Remediation Service	Determined by the Zoning Administrator
N. Education Services	
1. Elementary and Middle Schools	0.28 spaces per student, based upon maximum enrollment.
2. High schools	0.26 spaces per student, based upon maximum enrollment.
3. Colleges and Universities	0.5 spaces per student, based upon maximum enrollment; plus, one space per employee or staff during the largest shift.
4. Business, Technical and Trade Schools	6 spaces per 1,000 SF (0.006/SF) of GFA
5. Instructional Dance Studios	5 spaces per 1,000 SF (0.005/SF) of GFA
O. Health Care and Social Assistance	
1. Medical Offices	5.7 spaces per 1,000 SF (0.0057/SF) of GFA
2. Hospitals and Medical Centers	1.8 spaces per bed; plus, one space per employee or staff during the largest shift; plus, required parking for associated "medical offices".
3. Child and Youth Services	Determined by the Zoning Administrator
4. Services for the Elderly and Persons with Disabilities	Determined by the Zoning Administrator
5. Other Residential Care Facilities (more than 6 persons)	0.5 spaces per bed; plus, one space per employee or staff.
6. Child Day Care Services, excluding Small Family Residential Facilities	0.2 spaces per child, based upon maximum licensed enrollment capacity; plus, one space per employee during the largest shift.
P. Arts, Entertainment, and Recreation	
1. Performing Arts and Spectator Sports	0.33 spaces per fixed seat
2. Convention Centers, Auditoriums and Other Public Assembly Facilities	0.25 spaces for each fixed seat or 25 spaces per 1,000 SF (0.025/SF) of GFA.
3. Amusement and Theme Parks	Determined by the Zoning Administrator
4. Game Arcades	10 spaces per 1,000 SF (0.01/SF) of GFA

Table 6.03-1: Off-Street Parking Requirements

Land Uses, Activities, and Facilities	*No. of Parking Spaces Required*
5. Golf Courses and Country Clubs	8 spaces per hole; plus, required parking for associated uses.
6. Golf Driving Range	One space per tee
7. Miniature Golf Course	3 spaces per hole
8. Fitness and Recreational Sports Centers	
a. Health Clubs and Gyms	5 spaces per 1,000 SF (0.005/SF) of GFA
b. Swim Clubs	3.3 spaces per 1,000 SF of pool surface area (0.0033/SF)
c. Tennis Clubs	3 spaces per tennis court
9. Bowling Centers	4 spaces per lane
10. Batting Cages	Determined by the Zoning Administrator
11. Billiard Parlors and Pool Halls	2 spaces per table
12. Dance Clubs and Halls, Ball Rooms, and Discotheques	25 spaces per 1,000 SF (0.025/SF) of GFA
13. Skating Rinks	3.3 spaces per 1,000 SF (0.0033/SF) of GFA
14. Stables (Commercial)	0.2 spaces per horse maintained on-site
Q. Accommodation and Food Services	
1. Lodging Facilities (bed and breakfast inns, boarding and rooming houses, hotels and motels, and residence inns)	One space per sleeping room; however, provide no fewer than one space per 2 beds; plus, required parking for associated uses.
2. Full Service Restaurants	10 spaces per 1,000 SF (0.01/SF) of GFA (includes outdoor seating area up to 25 percent of GFA).
3. Fast Food Restaurants	13.3 spaces per 1,000 SF (0.0133/SF) of GFA (includes outdoor seating area up to 25 percent of GFA). Restaurants with drive-thru may be credited one space for each 24 lineal FT of drive-thru lane behind the pickup window.
4. Banquet Facilities	25 spaces per 1,000 SF (0.025/SF) of GFA
5. Caterers	2 spaces per 1,000 SF (0.002/SF) of GFA
6. Drinking Places (bars, cocktail lounges, and nightclubs)	10 spaces per 1,000 SF (0.01/SF) of GFA
R. Other Services	
1. Motor Vehicle Repair and Maintenance	2.5 spaces per 1,000 SF (0.0025/SF) of GFA
2. Car Washes, Full-Service and Self-Service	One space per employee, minimum 10 spaces; plus, required parking for accessory uses (i.e., motor vehicle repair and service, and retail uses).
3. Upholstery and Furniture Repair	2.5 spaces per 1,000 SF (0.0025/SF) of GFA
4. Footwear and Leather Goods Repair	2.5 spaces per 1,000 SF (0.0025/SF) of GFA
5. Personal Care Services	4 spaces per 1,000 SF (0.004/SF) of GFA
6. Death Care Service	
a. Cemeteries	Determined by the Zoning Administrator
b. Funeral Homes and Services	25 spaces per 1,000 SF (0.025/SF) of GFA of assembly area; plus, required parking for "general offices".

Table 6.03-1: Off-Street Parking Requirements

Land Uses, Activities, and Facilities	*No. of Parking Spaces Required*
7. Religious Assembly and Wedding Chapels	0.33 spaces per fixed seat or 25 spaces per 1,000 SF (0.025/SF) of GFA
S. Public Administration	Determined by the Zoning Administrator
T. Temporary and Interim Land Uses	Determined by the Zoning Administrator
U. Industrial and Business Park Developments	
1. Industrial	
a. Warehousing and Distribution	**[1]** Portion of GFA 20,000 SF or Less: One space per 1,000 SF (0.001/SF); **[2]** Portion of GFA Greater Than 20,000 SF: 0.5 space per 1,000 SF (0.0005/SF); **[3]** Tractor-Trailer Parking: One tractor-trailer parking space per 4 dock-high loading doors; **[4]** Parking for "general business offices" and other associated uses shall be provided when those uses exceed 10 percent of the building GFA; and **[5]** The Approving Authority may require a restrictive covenant running with the land, filed with the office of the County Recorder, which restricts the use of a property/building to warehousing and distribution, unless an alternate parking plan is provided, which demonstrates that on-site parking can be provided in compliance with the "General Industrial" parking requirements (see U.1.c of this Table), to support more intense industrial land uses.
b. Manufacturing	**[1]** General Requirement: Provide1.85 spaces per 1,000 SF (0.00185/SF) of GFA; **[2]** Tractor-Trailer Parking: One tractor-trailer parking space per 4 dock-high loading doors; and **[3]** Parking for "general business offices" and other associated uses shall be provided when those uses exceed 10 percent of the building GFA.
c. General Industrial (speculative buildings)	**[1]** Portion of GFA < 50,000 SF: 1.85 spaces per 1,000 SF (0.00185/SF); **[2]** Portion of GFA 50,000 SF to 100,000 SF: One space per 1,000 SF (0.001/SF); **[3]** Portion of GFA > 100,000 SF: 0.5 space per 1,000 SF (0.0005/SF); **[4]** Tractor-Trailer Parking: One tractor-trailer parking space per 4 dock-high loading doors; and **[5]** Parking for "general business offices" and other associated uses shall be provided when those uses exceed 10 percent of the building GFA.
2. Multi-Tenant Business Park	3 spaces per 1,000 SF (0.003/SF); plus, required parking for "general business offices" when exceeding 10 percent of GFA; plus, one trailer parking space per 4 dock-high loading doors.

6.03.020: Reduction in the Required Number of Parking Spaces

A reduction in the number of parking spaces required by Section 6.03.020 (Number of Off-Street Parking Spaces Required) of this Division may be granted as follows:

A. Shared Parking. Any project site where the hours of operation allow the shared use of off-street parking spaces to occur without conflict, the number of parking spaces required may be reduced pursuant to the following conditions:

1. Approval Required. Shared parking may be allowed upon the approval of a Shared Parking Agreement by the applicable Approving Authority pursuant to Table 2.02-1 (Review Matrix) of this Development Code.

2. Reasonable Walking Distance Required to Shared Parking Facilities. Shared off-street parking facilities shall be provided within a reasonable walking distance from the uses they serve, and shall be located no further than 500 FT from the uses served, measured from the nearest point of the parking facility to the entrance of each use served via the shortest pedestrian route.

3. Shared Parking Agreement.

a. A Shared Parking Agreement by and between the City, the applicant, and all other affected property owners, shall be executed and recorded with the County Recorder, which shall ensure the availability of the number of parking spaces designated for joint use, during the hours specified in the Agreement, for the duration of the uses subject to the shared parking arrangement.

b. The Agreement shall be subject to City Attorney review and approval, as to form and content.

4. Parking Analysis. The Approving Authority may require the applicant to submit a parking demand analysis, prepared by a person/firm experienced in preparing such analyses, to assist the Zoning Administrator in determining the appropriate shared parking reduction. A parking demand analysis shall be prepared pursuant to the Urban Land Institute's *Shared Parking* publication. The methodology of the *Shared Parking* publication may be used as a guide in reviewing a shared parking proposal.

5. Shared Loading Spaces. Loading spaces required by this Division may be shared pursuant to this Section.

B. Low Demand. Any project site where it can be demonstrated that the land use thereon will not utilize the required number of parking spaces due to the nature of the specific land use, or the manner in which the specific land use is conducted, the number of parking spaces required by Table 6.03-1 (Off-Street Parking Requirements) of this Division may be reduced pursuant to the following:

1. Approval Required. A parking reduction based upon low parking demand may be allowed upon the approval of a Low Demand Parking Reduction Agreement by the applicable Approving Authority pursuant to Table 2.02-1 (Review Matrix) of this Development Code.

2. Alternate Parking Plan. In approving a parking reduction, the Approving Authority may require the preparation of an Alternate Off-Street Parking Plan, which demonstrates that additional parking spaces can be provided on-site, as necessary, to accommodate future land use changes or intensifications in land use. Alternately, a restrictive covenant that runs with the land may be required by the Approving Authority, which restricts the use of the subject property for the duration of the parking reduction.

3. Low Demand Parking Reduction Agreement. A Low Demand Parking Reduction Agreement by and between the City, the applicant, and all other affected property owners, shall be executed and recorded with the County Recorder, which, at a minimum, shall: **[i]** provide confirmation that the parking supply proposed will be adequate during periods of maximum demand, **[ii]** confirm that the parking demand is provided within a reasonable walking distance to the use it serves, and **[iii]** identify parking management strategies that are necessary to ensure the availability of the necessary number of parking spaces for the duration of the current use and future users of the project site. The Low Demand Parking Reduction Agreement shall be subject to City Attorney review and approval as to form and content.

4. Parking Analysis. The Approving Authority may require the applicant to submit a parking analysis, prepared by a person/firm experienced in preparing such analyses, to assist the Approving Authority in determining the appropriate reduction.

5. Loading Space Reduction. The number of loading spaces required by this Division may be reduced pursuant to this Section.

6.03.025: Tandem Parking

Tandem parking spaces may be allowed as follows:

A. **Family Child Day Care.** Family child day care homes may provide tandem parking spaces to satisfy the minimum parking requirement for the use.

B. **Mobile Home Parks.** Mobile home parks may provide tandem parking spaces to satisfy the minimum resident parking requirement for the use. The use of tandem parking spaces shall not be permitted for guest parking spaces.

C. **Multiple-Family Projects.**

1. Multiple-family development projects may provide tandem parking spaces to satisfy unenclosed (not within a garage or carport) on-site resident parking requirements (i.e., a driveway space located behind a garage or carport space). Multiple-family projects may also provide tandem parking spaces within a parking structure, which meet both enclosed (within garage or carport) and unenclosed resident parking requirements. Guest/visitor parking spaces shall not be designed in a tandem configuration.

2. A tandem parking space shall consist of no more than 2 automobile parking spaces. Both automobile spaces shall be assigned for use by the same dwelling unit.

3. Tandem parking spaces may be counted toward a maximum of 12 percent of the resident parking space requirement established by Section 6.03.020 (Number of Off-Street Parking Spaces Required) of this Division.

D. **Residential Component of Mixed-Use Projects.** Tandem parking spaces may be provided to satisfy resident parking requirements for the residential component of mixed-use projects and shall comply with the requirements for multiple-family projects, stated Subsection C (Multiple-Family Projects) of this Section.

E. **Single-Family Dwellings.** Tandem parking spaces may be provided in conjunction with single-family dwellings, when such parking spaces are provided in excess of the minimum parking

requirement for the use (i.e., driveway spaces and tandem garage spaces), as required by Table 6.03-1 (Off-Street Parking Requirements) of this Division.

F. Valet Parking. The Zoning Administrator may authorize valet parking as a means of satisfying the applicable off-street parking requirements of this Division, provided that:

1. Valet parking may be counted toward a maximum of 15 percent of the minimum parking space requirements established by Section 6.03.020 (Number of Off-Street Parking Spaces Required) of this Division.

2. Valet parking facilities shall be provided within a reasonable walking distance from the uses they serve and shall be located no further than 500 FT from the uses served, measured from the nearest point of the parking facility to the entrance of each use served via the shortest pedestrian route.

3. An automobile shall be retrievable from its parking space with the movement of a maximum of 2 additional vehicles;

4. An equivalent number of valet parking spaces shall be available to replace the parking spaces required by Section 6.03.020 (Number of Off-Street Parking Spaces Required) of this Division; and

5. Valet parking spaces shall not require individual striping.

6.03.030: Parking for the Physically Disabled

A. Parking spaces specifically designated and conveniently located for use by the physically disabled shall be provided pursuant to current accessibility regulations contained in State law (CCR Title 24, Part 2, Chapters 2B71, and CVC Section 22507.8).

B. Parking spaces for the physically disabled required by this Section shall count toward fulfilling the minimum off-street parking requirements.

C. For existing parking facilities, the Zoning Administrator may approve a reduction in the number of parking spaces in an existing parking lot below the minimum required by this Section, in order to accommodate required parking spaces for the physically disabled.

6.03.035: Bicycle Parking

Bicycle parking facilities, including bicycle racks, lockers, and other secure facilities, shall be provided in conjunction with development projects pursuant to current regulations contained in CALGreen (CAC Title 24, Part 11).

6.03.040: Parking for Fuel Efficient Vehicles

Parking spaces specifically designated and conveniently located for fuel-efficient vehicles shall be provided in conjunction with development projects pursuant to current regulations contained in CALGreen (CAC Title 24, Part 11).

6.03.045: Off-Street Parking Design Standards

A. Minimum dimensions and design.

1. Minimum Dimensions. The minimum dimensions for off-street parking and loading spaces and access drives shall be as prescribed in Table 6.03-2 (Standards for Parking Spaces, Drive Aisles, and Driveways), below.

Table 6.03-2: Standards for Parking Spaces, Drive Aisles, and Driveways

Requirement	*Standard*
A. Garage or Carport Space Dimensions (enclosed space)	10 FT wide by 20 FT long
B. Parking Space Dimensions (unenclosed space)	
1. Standard Parking	9 FT wide by 18 FT long [1][2]
2. Parallel Parking	8 FT wide by 24 FT long [1]
3. Tandem Parking	9 FT wide by 34 FT long (consists of 2 parking spaces) [1]
4. Trailer Parking	12 FT wide by 45 FT long
C. Loading Space Dimensions	12 FT wide by 18 FT long, unless otherwise specified by this Division
D. Minimum Drive Aisle and Driveway Widths	
1. Driveways for Single-Family Dwellings	10 FT wide
2. One-Way Drive Aisles and Driveways for Multiple-Family and Nonresidential Projects	12 FT wide
3. Two-Way Drive Aisles for Multiple-Family and Nonresidential Projects	24 FT wide, except that fire lanes required pursuant to the Ontario Fire Code shall be designed pursuant to Ontario Fire Department standards. Furthermore, two-way drive aisles may be reduced to 20 FT in width along segments that are not directly accessed by parking spaces.
4. Two-Way Driveways for Residential Projects	20 FT wide

Notes:

[1] An additional foot of width shall be provided for each side of a parking space that is contiguous with a fence, structure, wall, or other obstruction.

[2] The standard parking space length may be reduced to 16 feet, if 2 feet of width is added to adjacent sidewalk and/or landscape areas, to accommodate motor vehicle overhang. Vehicle overhang shall not encroach into a pedestrian path of travel.

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2. End of a Drive Aisle. A drive aisle providing access to a parking space that is perpendicular to the drive aisle shall extend 5 FT beyond the side of the last parking space in the drive aisle to provide adequate area for the backing-up of parked vehicles.

3. Minimum Vertical Clearances Required.

a. *All Off-Street Parking Spaces.* A minimum 7-FT vertical clearance shall be maintained for all off-street parking spaces, including entrances, except that the vertical

clearance for the front 4 FT of a parking space serving a single-family dwelling or multiple-family residents may be reduced to not less than 4.5 FT in height.

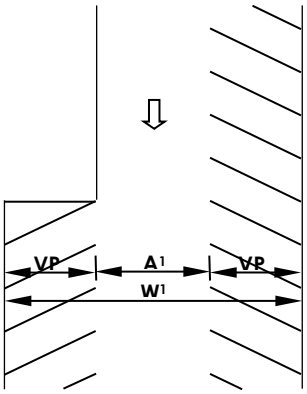
b. *Off-Street Parking Spaces for the Physically Disabled.* A minimum 98-inch vertical clearance shall be maintained for all off-street parking spaces for the physically disabled, including entrances and accesses to the spaces.

c. *All Off-Street Loading Spaces.* A minimum 14-FT vertical clearance shall be maintained for all off-street loading spaces, including entrances and accesses to the spaces.

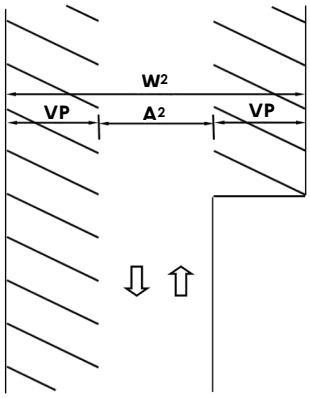
4. Parking Bays and Drive Aisles. The minimum dimension and design of parking bays and maneuvering drive aisles shall be as prescribed in Table 6.03-3 (Dimensions for Parking Facilities), below.

Table 6.03-3: Dimensions for Parking Facilities

Parking Angle	Vehicle Projection (VP)	Aisle Width		Base Module	
		One-Way (A^1)	Two-Way (A^2)	One-Way (W^1)	Two-Way (W^2)
45°	17'-7"	11'-10"	24'-0"	47'-0"	59'-2"
50°	18'-2"	12'-2"	24'-0"	48'-6"	60'-4"
55°	18'-8"	12'-8"	24'-0"	50'-0"	61'-4"
60°	19'-0"	13'-6"	24'-0"	51'-6"	62'-0"
65°	19'-2"	14'-8"	24'-0"	53'-0"	62'-4"
70°	19'-3"	15'-6"	24'-0"	54'-0"	62'-6"
75°	19'-1"	16'-10"	24'-0"	55'-0"	62'-2"
90°	18'-0"	24'-0"	24'-0"	59'-0"	60'-0"



One-Way Drive Aisle



Two-Way Drive Aisle

B. Parking Lot Access and Location of Parking Spaces.

1. The design and location of all vehicle accesses from a public street or alley to an off-street parking facility shall be approved by the City Engineer.

2. Each parking space shall be accessible from a street or alley, provided no parking space shall be designed to require that vehicles back into a street, excepting parking that serves a single-family dwelling.

3. No parking space shall be located so that a vehicle will be required to maneuver for position to enter or exit the space within 30 FT of a vehicular entrance from a public street.

4. Commercial or office developments with parking for at least 150 or more vehicles shall be designed with primary drive aisles unencumbered by parking spaces, intersecting parking aisles, or other access drives, for a distance of at least 100 FT behind the street property line or 112 FT behind the street curb face, whichever is greater.

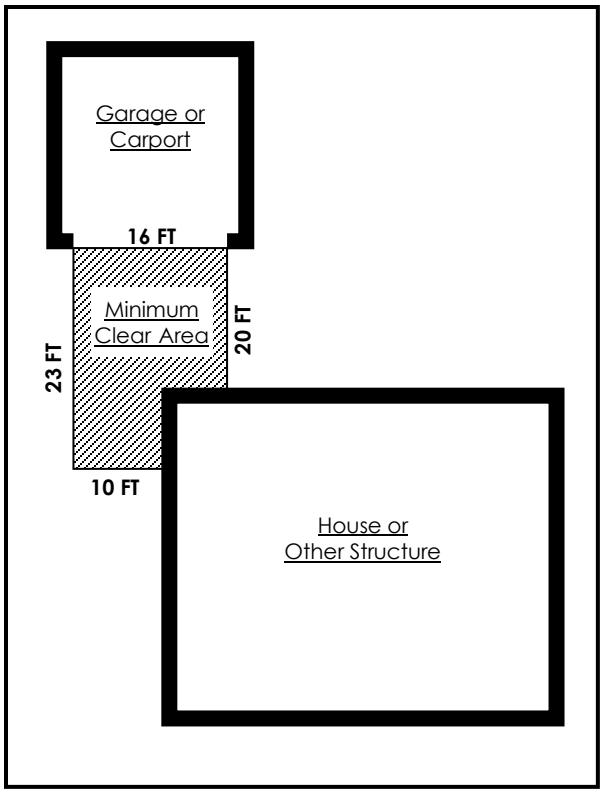


Figure 6.03-1: Garage/Carport Entrance Clear Area

5. Carpool and high occupancy vehicle spaces should be located in the most advantageous and reasonable location, as close as possible to the primary employee entrance(s) of the user(s) which they are intended to serve.

6. Parking spaces for dwellings shall be located within 150 FT from the dwelling (front or rear door) for which the space is provided, excluding structures containing 3 or more stories.

7. Bicycle and automobile parking areas shall be separated from one another by a physical barrier or sufficient distance to protect bicycles and their riders from damage by maneuvering automobiles.

8. A garage facing a public street shall provide a clear space of at least 20 FT between the garage entrance and the street property line.

9. The minimum clear area for vehicle access in front of a garage or carport entrance shall be as shown in Figure 6.03-1 (Garage/Carport Entrance Clear Area).

10. Except as otherwise provided in this Development Code, off-street parking spaces are not to be located within a required front or street side setback area, or the required rear setback area of a through lot.

11. All drive aisles entering a site shall be provided with an enhanced pavement treatment, excepting lots containing single-family dwellings. The enhanced paving shall extend

from the back of the drive approach apron to the first intersecting drive aisle, driveway, or parking space.

C. Striping and Identification.

1. All automobile parking spaces within commercial zoning districts shall be clearly outlined with double lines on the parking area surface. Within all other zoning districts, automobile parking shall be clearly outlined with single lines on the parking area surface (double lines may be used).

2. All parking area striping shall be permanently maintained in a clear and visible manor.

3. All parking spaces for the physically disabled shall be striped and marked in accordance with applicable State laws and standards.

4. All parking spaces reserved for low emissions vehicles shall be clearly marked with the words "Low Emissions Vehicles Only" either on the wheel stop or curb, or on the pavement at the opening of the space.

5. All spaces reserved for carpools and high occupancy vehicles shall be clearly marked with the words "Carpool/HOV Only" on either the wheel stop or curb at the back of each space, or on the pavement at the opening of the space.

6. Within multiple family residential developments, required guest parking spaces shall be clearly marked with the word "Guest" on either a wheel stop or curb at the head of each space, or on the parking surface at the opening of each space.

D. Parking, Drive Aisle, and Driveway Surface Paving. All permanent parking spaces, drive aisles, and driveways shall be paved with asphalt, concrete, or other all-weather surface approved by the Planning Director, Fire Marshall, and City Engineer.

E. Wheel Stops and Curbs.

1. Drive aisles and parking surfaces contiguous with planter areas shall have a 6-inch concrete curb separation constructed per City standards, except where a landscape area is parallel and adjacent to a parking stall the curb separation be increased to a minimum of 12 inches in width to provide a step-out area from motor vehicles.

2. All parking spaces located adjacent to buildings or walls shall have concrete wheel stops located from a minimum of 2.0 FT, to a maximum of 2.5 FT, from the building or wall.

F. Maintenance. All parking facilities shall be permanently maintained, free of weeds, liter, and debris.

6.03.050: Parking Lot Lighting

A. Parking Lot Lighting Required. All off-street parking facilities shall be provided with nighttime security lighting pursuant to OMC Section 4-11.08 (Special Residential Building Provisions) and Section 4-11.09 (Special Commercial/Industrial Building Provisions), designed to confine emitted

light to the parking areas. Parking facilities shall be lighted from sunset until sunrise, daily, and shall be operated by a photocell switch.

B. Lighting Level Measurement. Lighting levels shall be measured with a direct-reading portable light meter. The equipment used shall allow accurate measurements, with all measurements made after dark with the lights on and then again with the lights off. The difference between the two readings shall then be compared to the applicable standard for maximum permitted illumination.

C. Light Fixtures Shall Be Decorative. All parking lot lighting fixtures shall be decorative.

D. Lighting Along Pedestrian Corridors. Along pedestrian movement corridors, the use of decorative low-mounted bollard light standards, which reinforce pedestrian scale, shall be used.

E. Illumination on Adjacent Property. Unless intended as part of a master lighting program, no operation, activity, or lighting fixture shall create illumination on any adjacent property.

F. Maximum Luminaire Heights. The maximum permitted height of luminaires within a parking lot shall be as follows:

1. No Cutoff Luminaire. When a light source or luminaire has no cutoff (the point at which all light rays are completely shielded), the maximum permitted height of the luminaire shall be 14 FT.

2. Ninety Degree or More Cutoff Luminaire. When a luminaire has a total cutoff of light at an angle of 90 degrees or greater, the maximum permitted height of the luminaire shall be 24 FT.

3. Less than 90-Degree Cutoff Luminaire. When a luminaire has a total cutoff of light at an angle of less than 90 degrees, the maximum permitted height of the luminaire shall be 30 FT.

6.03.055: Off-Street Loading Standards

A. Number of Loading Spaces Required. Full-service and limited-service eating places, drinking places, convenience stores, hotels and motels, and all other traveler accommodations, and any other use deemed by the Zoning Administrator to be in need of off-street loading facilities, shall be provided a minimum of one off-street loading space.

B. Minimum Dimensions and Design.

1. At-Grade Loading Facilities. At-grade loading doors shall be provided with an off-street loading space located immediately in front of the door measuring a minimum of 12 FT in width and 18 FT in length, and having a minimum vertical clearance of 14 FT, measured from the finish grade of the space. The loading space may be provided either perpendicular or parallel to the loading door.

2. Dock-High Loading Facilities.

a. Dock-high loading doors shall be provided with an off-street loading space located immediately in front of the door measuring a minimum of 12 FT in width and 45 FT in length,

and having a minimum vertical clearance of 14 FT, measured from the finish surface of the loading dock.

b. A truck maneuvering area equal to the width of the loading door and a minimum of 120 FT in depth shall be provided in front of dock-high loading doors, and, at a minimum, the maneuvering area shall be designed to accommodate the minimum practical turning radius of a 55-FT semi-trailer and tractor combination. Deviations from this minimum maneuvering standard may be permitted if it can be shown that the spatial needs are less than the minimum required due to the truck size and type that will be utilized in the operation of a specific use; however, in permitting such deviation(s), a covenant of restriction to run with the land may be required, which specifies limitations relating to truck size and/or type. Larger maneuvering areas shall be required if the use of a larger semi-trailer and tractor combination is proposed.

c. Truck maneuvering areas shall not encroach into required off-street parking areas and landscaped areas.

C. Loading Facilities Prohibited Within Setback Areas. Except as otherwise provided by this Chapter, off-street loading spaces and areas, and associated vehicle maneuvering areas shall not be located within required front or street side setback areas, the rear setback area of a through lot, or any other required setback area located within 25 FT of a residentially zoned property.

D. Screening of Loading Facilities. Loading facilities should be located at the rear or interior side of buildings and shall be screened from public view or view from residential, retail and office uses, and the offices of industrial uses on adjacent properties. When it is not possible or desirable to locate loading facilities at the rear or interior side of buildings, loading facilities may be located on the street side or front of buildings, provided they are screened from public view by a decorative masonry wall with view-obstructing access gates pursuant to Division 6.02 (Walls, Fences, and Obstructions) of this Development Code.

E. Loading Space Ingress and Egress. All loading spaces shall have adequate ingress and egress as approved by the City Engineer and shall be designed and maintained so that vehicle maneuvering and loading/unloading activities do not interfere with the orderly movement of traffic and pedestrians on any public street or alley.

F. Screening of At-Grade Loading Doors and associated Loading Spaces. All at-grade loading doors shall be decorative, unless located within an enclosed yard area and screened from public view by a decorative masonry wall with view-obstructing access gates pursuant to Division 6.02 (Walls, Fences, and Obstructions) of this Development Code.

G. Screening of Dock-High Loading Doors and Associated Loading Spaces and Truck Maneuvering, Parking, and Staging Areas. All dock-high loading doors and associated loading spaces and truck maneuvering, parking, and staging areas, shall be located within an enclosed yard area and screened from public view by a decorative masonry wall with view-obstructing access gates pursuant to Division 6.02 (Walls, Fences, and Obstructions) of this Development Code.

H. No Backing onto or from a Public Street. All loading spaces shall be designed and maintained so that vehicles do not back in from, or onto, a public street.

I. Match Loading Bay and Roll-Up Door Color to Adjacent Building Finish. The loading bays and roll-up doors shall be painted to blend with the adjacent exterior building finishes.

J. Concealment and Screening of Loading Areas. Areas for loading and unloading shall be designed to avoid potential adverse noise, visual, and illumination impacts on neighboring residences. These areas shall be concealed from view by the public and adjoining land uses. Concealment and screening may be accomplished by use of any of the following methods, subject to Zoning Administrator approval:

1. Orient loading spaces, areas, and doors such that they are concealed from public view by buildings; and

2. Screen loading spaces, areas, and doors pursuant to Division 6.02 (Walls, Fences, and Obstructions) of this Development Code, with walls and view-obstructing gates, which are architecturally coordinated with adjacent buildings. In addition, incorporate intense on-site landscaping to block public views of loading areas.

K. Loading Facilities in Close Proximity to Dwellings. Special orientation or design treatment of loading bays and doors located in close proximity to dwellings shall be required in order to reduce associated light and noise impacts to less-than-significant levels.

L. Striping and Identification. Loading spaces shall be striped, indicating the loading spaces and identifying the spaces for "Loading Only." The striping shall be permanently maintained by the property owner/tenant in a clear and visible manner at all times.

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Division 6.04—Congestion Management and Trip Reduction

Sections:

6.04.000: Purpose and Intent
6.04.005: Applicability
6.04.010: Trip Reduction Measures

6.04.000: Purpose

Use of the private automobile in Southern California has created serious traffic congestion and air quality problems. At the regional and local levels, government agencies have adopted policies and programs aimed at reducing the number of single-passenger vehicles traveling along the region's highways, thereby alleviating congestion and improving air quality within the region. The trip reduction measures contained in this Division are intended to help meet congestion management and air quality goals of the region.

6.04.005: Applicability

A project requiring the approval of a tentative tract or parcel map pursuant to Section 4.02.100 (Subdivisions—Tentative Tract and Parcel Maps, and Vesting Maps), Development Plan pursuant to Section 4.02.030 (Development Plan), and/or Conditional Use Permit pursuant to Section 4.02.015 (Conditional Use Permits) of this Development Code, and for which an application was submitted on or after January 1, 1994, provision shall be made for the applicable trip reduction measures required by this Division.

6.04.010: Trip Reduction Measures

The following trip reduction measures shall be implemented:

A. Non-Residential Projects.

1. Bicycle Parking and Shower/Changing Rooms. Safe and convenient access to bicycle racks shall be provided from public streets. Bicycle racks or other secure bicycle parking, and shower/changing rooms, shall be provided pursuant to current regulations contained in CALGreen (CAC Title 24, Part 11).

2. On-Site Pedestrian Walkways. On-site pedestrian walkways shall be provided, which connect each building in a development to bicycle parking facilities (if required) and public streets.

3. Passenger Loading Areas. Passenger loading areas shall be provided pursuant to current regulations contained in CALGreen (CAC Title 24, Part 11).

4. Carpool/Vanpool Parking Spaces. Parking spaces reserved for use by carpool/vanpool vehicles shall be provided pursuant to current regulations contained in CALGreen (CAC Title 24, Part 11).

5. Transit Facilities. Transit facilities, such as bus shelters, bus pullouts, and bus pads, shall be provided if the Planning Director, in consultation with local transit providers, determines they are needed to serve the development.

6. On-Site Video Conferencing Facilities. On-site video conferencing facilities shall be provided for office buildings with a capacity of 1,000 employees or greater.

B. **Multiple-Family Residential Projects** (consisting of 10 or more dwellings)**.**

1. Bicycle Parking and Shower/Changing Rooms. Safe and convenient access to bicycle racks shall be provided from public streets. Bicycle racks or other secure bicycle parking, and shower/changing rooms, shall be provided pursuant to current regulations contained in CALGreen (CAC Title 24, Part 11).

2. On-Site Pedestrian Walkways. On-site pedestrian walkways shall be provided, which connect each building in a development to bicycle parking facilities (if required) and public streets.

3. Passenger Loading Areas. Passenger loading areas shall be provided pursuant to current regulations contained in CALGreen (CAC Title 24, Part 11).

4. Transit Facilities. Transit facilities, such as bus shelters, bus pullouts, and bus pads, shall be provided if the Planning Director, in consultation with local transit providers, determines they are needed to serve the development.

C. **Single-Family Residential Projects of 500 or More Dwellings.** Facilities shall be provided to give residents an opportunity to telecommute, or an in-lieu contribution, shall make provision for telecommuting facilities, or an alternate strategy for reducing an equal amount of trips as would have occurred from provision of telecommuting facilities shall be implemented per Subsection D (Modification of Trip Reduction Measures) of this Section.

D. **Modification of Trip Reduction Measures.** The Approving Authority may modify all or part of the trip reduction measures for new projects, if the following findings can be clearly established:

1. One or more of the measures are not applicable due to special circumstances, including, but not limited to, the location or configuration of the project, the implementation of existing trip reduction measures and transportation demand strategies, or other specific factors that make implementation infeasible or reduce the effectiveness of the prescribed measures.

2. An alternative trip reduction and transportation demand management strategy will be implemented to reduce an equal number of trips as would have occurred as a result of imposition of the prescribed measures. Implementation of the alternative strategy shall be a condition of project approval.

E. **Trip Reduction and Transportation Demand Management Program/Facility Credit.** Credit may be granted for trip reduction and transportation demand management programs and facilities, as follows:

1. Existing trip reduction and transportation demand programs and facilities in a development program may satisfy all or part the requirements of this Section pertaining to new construction, subject to the approval of the Approving Authority. The amount of credit given shall

be determined through an assessment of how the existing facilities would meet the requirements of this Section if based upon the GFA of the entire complex.

2. The Planning Commission may determine that a reduction in the required number of parking spaces for the proposed use or uses is acceptable because implementation of the trip reduction and transportation demand management measures would eliminate some of the demand for parking.

F. Certificate of Occupancy. Prior to the issuance of a certificate of occupancy for any new building or addition to an existing building, all facilities and improvements required by this Section shall be constructed or otherwise provided.

G. Improvements and Facilities to be Maintained in Good Repair. All facilities and improvements constructed or otherwise required by this Section shall be maintained in a state of good repair.

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Division 6.05—Landscaping

Sections:

6.05.000: Purpose
6.05.005: Applicability
6.05.010: Landscape Design Principles
6.05.015: Landscape Plans
6.05.020: Tree Preservation Policy and Protection Measures
6.05.025: Heritage Tree Preservation Mitigation Fee
6.05.030: Heritage Tree Preservation Trust Fund
6.05.035: Violation—Penalty
6.05.040: Required Landscaped Areas
6.05.045: Landscape Development Standards
6.05.050: Landscape Maintenance
6.05.055: Landscape Design and Construction Guidelines

6.05.000: Purpose

The purpose of this Division is to establish standards regulating landscaping and irrigation systems, which:

A. Improve the connection between the built and natural environments, increase the function of outdoor spaces and buffer land use compatibility conflicts;

B. Enhance the aesthetic appearance of development in all areas of the City by providing standards relating to the quality, quantity, and functional aspects of landscaping;

C. Reduce heat and glare generated by development;

D. Promote public health, safety, and welfare, by minimizing the impacts of all forms of physical and visual pollution, preserving the integrity of neighborhoods, and enhancing pedestrian and vehicular traffic safety;

E. Reduce energy use and associated costs from heating and air conditioning buildings and the transportation and pumping of water.

F. Preserve existing protected trees and topsoil where possible, incorporate native plant communities, and ecosystems into landscape design, and control soil erosion;

G. Promote the conservation of water by establishing provisions for water management practices, and techniques for the installation and maintenance of appropriate landscape materials and efficient irrigation systems as required by the Water Conservation in Landscaping Act of 2006 (AB 1881) and Executive Order No. B-29-15 (updated 2015), Model Water Efficient Ordinance (MWELO), commencing with GC Section 65591.

6.05.005: Applicability

A. Landscaping Required. All projects shall provide and maintain landscaping and irrigation systems in compliance with the provisions of this Division.

B. Landscape and Irrigation Plans Subject to City Review.

1. Submittal of Landscape and Irrigation Plans Required. Landscape and irrigation plans shall be submitted to the City for review for compliance with the requirements of this Division.

2. Plan Approval Required. Landscaping shall not be installed until the Landscape and Irrigation Construction Documentation Plans required by this Division have been approved by the Approving Authority. The Approving Authority is established by Table 2.02-1 (Review Matrix) of this Development Code and shall be empowered to approve or deny Landscape and Irrigation Documentation Plans.

3. Changes to Approved Landscape and Irrigation Plans. Changes to approved Landscape and Irrigation Documentation Plans, which affect the character or quantity of the plant material or irrigation system design, shall be resubmitted for approval of the revision by the Approving Authority, prior to the commencement of the changes.

6.05.010: Landscape Design Principles

Landscaping is an important part of the aesthetic quality of the City and is important to create a sense of the City as a pleasant and safe place to live and work. The standards prescribed by this Division are intended to pursue sustainable, high quality landscaping, which is associated with the varying land use characteristics of the community. It is further intended that implementation of these guidelines will serve to enhance the street environment for motorists, as well as to contribute to convenient pedestrian connections throughout the City.

1. Use landscaping to define and create usable spaces throughout each development. Landscaping should be used to guide the user through the site and incorporate appropriate design elements for spaces such as entrances, walkways, gathering spaces, seating areas, utility areas, view corridors, open spaces, play spaces, and foregrounds and backdrops. Landscape design can be accomplished by utilizing form, function, scale, unity, contrast, varying the density of landscape material, use of color, layering, vertical and horizontal contrasts, and varying the texture of planting. Individual building projects can be enhanced through larger and more intensely developed landscaping.

2. Use landscaping to reduce the massing of buildings and eliminate large blank walls. Landscaping should be used to reduce the massing or bulk of buildings, particularly large industrial and warehouse/distribution buildings. Reductions in massing can be accomplished by using landscape treatments to provide vertical and horizontal contrast and to add visual interest. Major buildings should have foundation plantings adjacent to buildings such as hedgerows or shrub masses to break the horizontal ground plane from the vertical plane of the building.

3. Use landscaping to soften the effect of paved areas. Landscaping should be provided in all parking areas to reduce the visual impact of parking areas and reduce associated heat build-up. Parking lot landscaping should be integrated with, and an extension of, other on-site landscape features.

4. Landscapes should be designed to achieve harmony and unity between indoor and outdoor spaces. Designs should create both pleasing and economical layouts, incorporating durable and natural materials while ensuring safety and providing guidance for pedestrians and vehicles to their destinations. High quality landscapes should be attractive with open accessibility to nature while incorporating measures to promote sustainability: environmentally, economically, and socially.

5. Environmentally sustainable landscapes efficiently manage stormwater by capturing, and infiltrating runoff into dry wells, french drains, vegetated swales, or basins in planter areas or into porous hardscapes. Hardscape areas should be planted with canopy trees to clean air and mitigate the urban heat island effect and use California native and Mediterranean type plants to conserve water.

6. Economically sustainable landscapes are energy efficient by using large trees to buffer summer sun and winter wind on buildings or outdoor seating areas. They use resources carefully by incorporating low water using plants and efficient irrigation systems. Turfgrass areas are limited to parks and open spaces for active play which help reduce maintenance, pollution and water resource costs.

7. Socially sustainable landscapes create unique environments that enhance places to work, shop or dine and lend significant value to development. High quality landscapes have a profound impact on people's attitude and work performance as well as their enjoyment of a place. Open spaces, plazas, employee lunch areas and trails offer places to unwind, and meet people. Accessible paths and trails improve health through walking and biking.

6.05.015: Landscape Plans

A. Preliminary Landscape Plans.

1. Plan Required. A preliminary landscape plan shall be submitted with a Development Plan application or any other discretionary permit or action that proposes new or revised landscaped area. Where no discretionary permit or action is required, Landscape and Construction Irrigation Documentation Plans prepared pursuant to Subsection B (Landscape and Irrigation Construction Documentation Plans) of this Section, may be required by the City prior to the issuance of a Building Permit, as a requirement of any landscaped area proposed in fulfillment of the requirements of this Development Code.

2. Preliminary Landscape Plan.

a. The preliminary landscape plan shall meet the purposes of this Division by exhibiting a design layout that demonstrates the desired landscaping program in terms of function, location, size, scale, theme, and similar attributes.

b. The preliminary landscape plan shall provide the Approving Authority with a clear understanding of the landscaping program prior to preparation of the detailed Landscape and Irrigation Documentation Plans.

c. The preliminary landscape plan shall meet the purposes of OMC Title 10 (Parks and Recreation), Chapter 2 (Parkway Trees), commencing with Section 10-2.01.

d. The preliminary landscape plan shall include the Maximum Applied Water Allowance (MAWA) calculation, based upon the area devoted to landscaping as shown on the preliminary landscape plan. See worksheets contained in the Landscape Design and Construction Guidelines (Development Code Reference G) for the MAWA calculation formula.

3. Plan Preparation by a Qualified Design Professional is Required. Preliminary landscape plans shall be prepared by a California-registered landscape architect, or the architect that designed the on-site structures and improvements, or other qualified design professional.

4. Waiver of Requirements. The Approving Authority may waive the requirement for a preliminary landscape plan for building additions and remodels if no alterations, or minor alterations, are proposed to existing landscape areas or site topography.

B. Landscape and Irrigation Construction Documentation Plans.

1. Landscape and Irrigation Construction Documentation Plans Required.

a. Prior to the installation of landscaping and irrigation systems required by this Division, Landscape and Irrigation Construction Documentation Plans shall be submitted to the City for review and approval by the Approving Authority.

b. The required plans shall be prepared by, and bear the seal of, a landscape architect registered with the State of California.

c. Landscape and Irrigation Construction Documentation Plans shall be provided for each of the following project types:

(1) New and rehabilitated public or private development projects with landscaping;

(2) Developer-installed landscaping for all single-family and multiple-family development projects; and

(3) New and rehabilitated homeowner-installed or homeowner-hired projects with landscaping totaling 5,000 SF or more in area, on any lot containing a single-family or multiple-family dwelling.

2. Water Conservation Concept Statement. A Water Conservation Concept Statement shall be provided on the cover sheet of the Landscape and Irrigation Construction Documentation Plan set required by Paragraph B.1 (Landscape and Irrigation Documentation Plans Required) of this Section, which serves as a checklist to verify that all required elements of the Landscape and Irrigation Construction Documentation Plans have been provided. A Water Conservation Concept Statement shall have the form and content shown in the Landscape Design and Construction Guidelines (Development Code Reference G).

3. Water Budget Worksheet. A Water Budget Worksheet for new landscape areas shall be provided with each Landscape and Irrigation Construction Documentation Plan set submitted for areas to be newly landscaped, as required by Paragraph B.1 (Landscape and Irrigation Documentation Plans Required) of this Section. Said worksheet shall have the form and content shown in the Landscape Design and Construction Guidelines (Development Code Reference G), and shall include: **[i]** calculation of the Maximum Applied Water Allowance

(MAWA), **[ii]** calculation of the Estimated Total Water Use (ETWU), and **[iii]** calculation of the Water Budget Comparison.

4. Requirements for Existing Landscape Areas.

a. All existing landscape areas that are one or more acres in size, and were installed prior to January 1, 2010, shall provide a project's MAWA for existing landscaping. A Water Budget Worksheet for Existing Landscape Areas shall be provided with the Landscape and Irrigation Construction Documentation Plans, which shall be consistent with the form and content shown in the Landscape Design and Construction Guidelines (Development Code Reference G).

b. Existing landscape areas and landscape areas that do not have a dedicated water meter shall employ techniques, equipment and procedures to reduce water use and meet the MAWA for existing landscapes.

c. Landscape areas that do not meet the MAWA shall utilize: **[i]** an irrigation survey; **[ii]** an audit performed by a Certified Landscape Irrigation Auditor or a Landscape Industry Technician certified in irrigation, to provide recommendations, such as replacement or repairing of irrigation equipment as recommended in order to prevent water waste and meet the water budget; or **[iii]** other methods acceptable to the City.

5. Planting Plan. The Planting Plan shall be included in the Landscape and Irrigation Construction Documentation Plans and shall contain all required information prescribed by this Division and the Landscape Design and Construction Guidelines (Development Code Reference G).

6. Irrigation Plan. The Irrigation Plan shall be included in the Landscape and Irrigation Construction Documentation Plans and shall contain all required information prescribed by this Division and the Landscape Design and Construction Guidelines (Development Code Reference G).

7. Precise Grading Plan. A Precise Grading Plan shall be included in the Landscape and Irrigation Documentation Plans and shall contain all required information prescribed by this Division and the Landscape Design and Construction Guidelines (Development Code Reference G). To promote the efficient use of water, the grading of a project site shall be designed to minimize soil erosion, runoff, and water waste, and shall avoid soil compaction in landscape areas. Furthermore, said plans shall show grading techniques and stormwater devices that increase rainwater capture for infiltration and/or on-site storage coordinated with the landscape design.

8. Soil Management Report. Agronomical soil testing shall be performed, and test results and recommendations shall be included on the Landscape Documentation Plans. Testing shall be performed, and recommendations shall be implemented, prior to landscape installation.

9. Irrigation Schedules. Irrigation Schedules shall be included in the Landscape and Irrigation Construction Documentation Plans.

10. Maintenance Schedules. Landscaping and irrigation systems shall be maintained to ensure water use efficiency, plant health, and a well maintained, attractive appearance. A regular maintenance schedule shall be included in the Landscape and Irrigation Construction Documentation Plans.

11. Certificate of Completion. Upon completion of landscaping and irrigation system installation, the licensed landscape architect of record, or their designee, shall conduct a final field inspection and shall prepare a Certificate of Completion, which shall be filed with the City. The Certificate of Completion shall specifically indicate that the landscaping and the irrigation system were installed as shown on the approved Planting and Irrigation Plans, and that the soil testing and amendments have been installed as specified by the soil management plan. If the irrigation system was not installed pursuant to plans, or if water use exceeds the water budget, a certified landscape irrigation auditor shall conduct an irrigation audit, and the recommendations to ensure water efficiency shall be provided, prior to permit approval.

12. Required Plans, Maps, Reports, Schedules, and Other Necessary Information. All plans, maps, reports, schedules, and other information required to be contained in the Landscape and Irrigation Construction Documentation Plan set by this Section, shall include all information stipulated by the Landscape Design and Construction Guidelines (Development Code Reference G), which prescribes the minimum information to be submitted, together with any required plans, maps, reports, special studies, exhibits, and any other information deemed necessary by the City to review and act upon the required plans and information.

13. Public Education. All model homes that are landscaped shall incorporate signs and written information to demonstrate the principals of water efficient landscapes described in this Division. Signs shall feature elements such as hydrozones, irrigation equipment, and plants that contribute to the overall water efficient theme. Written information shall be provided about plant types, irrigation systems and managing and maintaining water efficient landscapes.

6.05.020: Tree Preservation Policy and Protection Measures

A. **Purpose.** The purpose of this Section is to establish policies and measures that will further the preservation, protection, and maintenance of established and healthy heritage trees within the City, to improve the community forest that provides environmental, aesthetic and economic benefits, and enhances the quality of life. It is pertinent to the public welfare that such trees be protected from indiscriminate cutting or removal.

B. **Applicability.** The City Council hereby establishes that it is the policy of the City to preserve, protect, and maintain established and healthy trees within the City, to the extent practicable. Consideration shall be afforded Heritage Trees, as set forth in this Section.

C. **Definitions.** As used in this Section**, the following** words, terms, and phrases are defined as follows:

1. Heritage Tree. The term "Heritage Tree" means a tree of historic or cultural significance, or a tree of importance to the community due to any one of the following factors:

a. A tree designated for preservation pursuant to Section 4.02.040 (Historic Preservation—Historic Landmark and District Designations, and Architectural Conservation Areas) of this Development Code.

b. It is one of the largest or oldest trees of the species located in the City, with a trunk diameter of 18 inches or greater, measured at 54 inches above natural grade; or

c. It has historical significance due to an association with an historic building, site, street, person, or event; or

d. It is a defining landmark or significant outstanding feature of a neighborhood or district, or typical of early Ontario landscapes, including **[i]** Cinnamomum camphora (Camphor Tree), **[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

e. It is a Native Tree. 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).

2. Tree Protection Area. The term "Tree Protection Area" (TPA) means the area of tree roots and canopy to be designated by fencing to prohibit access during construction activities. The tree protection area is typically equal to one foot of radius for each inch of trunk diameter measured at 54 inches above natural grade, but not less than an 8-FT radius. This term may also be referred to as "Protected Root Area" (PRA).

D. Tree Inventory and Preservation Plan.

1. Property proposed for development on which a Heritage Tree exists, shall require the submittal of a Tree Inventory and Preservation Plan prepared by a licensed landscape architect, horticulturalist, certified arborist, or other related professional. Said plan shall be submitted concurrent with a Development Plan or building permit request for alterations of a site and shall be reviewed and approved by the Approving Authority for the corresponding application request.

2. The Tree Inventory and Preservation Plan shall show all existing on-site trees, and those existing trees on abutting lots and public rights-of-way with a canopy or root zone that extends onto the site or within 8 FT of a construction, staging or storage area, or graded site. Furthermore, the Tree Inventory and Preservation Plan shall identify TPAs and trees requested to be removed and shall show replacement trees as required by this Division.

3. The Tree Inventory and Preservation Plan shall include a tree evaluation or arborist report of affected trees, prepared by a City-approved certified arborist or qualified horticulturalist, to determine health, structure, condition, and expected life span of all affected trees.

E. Tree Protection During Construction.

1. All trades performing work on property in which trees have been specifically identified for protection pursuant to this Section, shall be informed of the protected trees.

2. During site construction, no person in control of work shall leave any Heritage Tree(s) without sufficient protections in place to prevent injury to the tree(s). Furthermore, it shall be unlawful and a violation of this Section to leave any Heritage Tree protected pursuant to this Section without sufficient protections in place.

3. Any special Tree Protection During Construction requirements shall be included in the Tree Inventory and Preservation Plan, and on any Demolition, Grading, or Construction Plan(s) where existing trees may be impacted, along with the following Tree Protection During Construction standard notes:

a. Existing trees to be protected shall be identified with protective fencing to form a TPA. The TPA shall encircle the tree at the outer most edge of the root zone and canopy. The TPA is defined by its "Critical Root Radius," which is calculated by measuring the tree's diameter at 54 inches above natural grade (dbh) and allowing 1.5 FT of radius for each inch of tree diameter. In example, if a tree's dbh is 10 inches, its Critical Root Radius is 15 FT.

b. Protective fencing shall be installed prior to any earthwork and shall remain in place until all work is complete. Fencing shall be 3 FT to 4 FT in height and shall be installed at the outer most edge of the Critical Root Radius or TPA. The temporary fencing shall be of chain link or other approved durable material. Post "Tree Protection Zone – Keep Out" signs on TPA fencing.

c. No construction or staging equipment is allowed within a TPA, including heavy equipment that will compact and damage the roots.

d. No disposal of construction materials or by products including paint, plaster, or chemical solutions, is allowed within a TPA.

e. Natural or preconstruction grade shall be maintained within a TPA. At no time shall soil be in contact with a tree trunk above the root flare.

f. TPAs shall be irrigated sufficiently with clean potable water to keep the tree in good health and vigor before, during, and after construction. Deep watering may be necessary on a weekly basis. Verify that the depth of irrigation provided to roots is adequate.

g. Apply a 4-inch to 6-inch thick layer of mulch within the TPA, one foot away from the trunk, before construction begins.

h. Any work required to be conducted in the ground, within the TPA, shall be accomplished with hand tools or an air spade.

i. Pruning for clearance, if needed, shall be done to prevent damaging branches with large equipment. All pruning shall be in accordance with industry standards (International Society of Arboriculture ANSI A300) under the direction of a Certified Arborist.

j. Avoid cutting roots with a diameter larger than 2 inches. Cuts should be clean and made at right angles to the roots. When practical, cut roots back to a branching lateral root. Trenches for piping shall be bored under, at a minimum depth of 36 inches. Consult a Certified Arborist to be present if more than 33 percent of the root zone is impacted, or roots greater than 2 inches diameter within 5 FT of the trunk will be cut, to ensure tree stability and that health will not be affected.

k. Protect soil and roots from compaction in landscape areas used for driveways, storage, or parking, with a layer of geotextile fabric and 6 inches of crushed gravel.

4. All trades performing work on property in which trees have been specifically identified for protection pursuant to this Section, shall be informed of the Tree Protection and Inventory Plan and the Tree Protection During Construction requirements.

F. Waiver of Development Standards to Further Heritage Tree Preservation and Protection. When considering an application for any permit or approval that may adversely affect Heritage

Trees, the City may allow certain departures from established development standards to assist in their preservation, through the granting of an Administrative Exception pursuant to Section 4.02.020 (Departures from Development Standards) of this Development Code. Allowable exceptions specifically for the furtherance of tree preservation shall be limited to a maximum 15 percent reduction from minimum setback and separation requirements, and maximum 10 percent from off-street parking requirements. The Approving Authority may grant Administrative Exceptions from said setback, separation, and/or parking standards after first finding that:

1. The applicant has investigated alternative site designs and building configurations in strict compliance with the applicable development standards;

2. The tree(s) to be preserved is/are in good health and condition (taking into account species and longevity) as determined by a certified arborist;

3. The project includes a well-integrated and thoughtful design solution that enhances the property and its surroundings;

4. The project would not be injurious to adjacent properties or uses, or detrimental to the environment, quality of life, or the health, safety, and welfare of the public; and

5. The project is consistent with the purposes of the applicable zoning district, planned unit development, or specific plan, the applicable development standards and guidelines, and the Vision, Policy Plan, and City Council Priorities components of The Ontario Plan.

G. Heritage Tree Removal. It is the City's policy to protect and preserve healthy trees that provide benefits to the community, whenever possible. However, if it is determined through an arborist report, tree evaluation, or other city approved means, that a Heritage tree is dead, hazardous, diseased, or damaged beyond repair, or may pose an emergency or safety concern, the Approving Authority may order removal of the tree.

H. Heritage Tree Pruning. Pruning of any Heritage Tree protected pursuant to this Section shall be performed under the direction of a certified arborist, horticulturalist, or similar qualified licensed professional, following the most recent standards of the International Society of Arboriculture and ANSI A300 standards for tree care operations.

I. Heritage Tree Damage or Tree Removal without City Approval.

1. The damage or removal of a Heritage Tree protected pursuant to this Section, or encroachment into a protected root area or TPA, shall require an evaluation by a City-approved certified arborist as to the resulting condition, prescribed treatment to repair the damage, replacement trees if removed (as prescribed by this Division), and monetary value of the tree if removed or damaged beyond repair. Penalties pursuant to Section 6.05.035 (Violation—Penalty) of this Division shall apply.

2. For the purposes of this Subsection, the term "tree removal" shall include any act that causes the actual removal of a Heritage Tree, or the effective removal of a Heritage Tree by means of willful damage; damage resulting from excessive or improper pruning, excavation, or construction; poisoning; or any other direct or indirect action resulting in tree death within the 3-year period following said actions.

J. Heritage Tree Replacement. Healthy Heritage Trees that are approved for removal shall be replaced with new trees and shall be shown on required Landscape and Irrigation Construction

Documentation Plans. Replacement trees shall have a total trunk diameter (caliper) equal to the tree(s) removed, or as deemed appropriate by the Approving Authority based on the lot size and available planting space. Replacement trees shall be in addition to the quantity of trees required by this Division for landscaping. The Approving Authority shall review the landscape plan and approve appropriate species for tree replacement (see Section 6.05.045 (Landscape Development Standards) for required trees).

K. **Monetary Value.** The monetary value of Heritage Trees protected pursuant to this Division, which are removed, shall be based upon the "Guide for Plant Appraisal," which is available from the International Society of Arboriculture. Appraisals shall be performed by a City-approved professional plant appraiser or certified arborist skilled in tree appraisals.

L. **Prohibited Acts.** It shall be expressly prohibited to damage or to remove any Heritage Tree without prior specific authorization by the Zoning Administrator, except that tree removal specifically approved as a part of a Development Plan or Building Permit approval; Certificate of Appropriateness; pruning or removal to obtain adequate line-of-sight distances as specifically authorized by the City Engineer; pruning or removal as required for public safety as specifically authorized by City representatives; and/or actions taken by a public or private utility company for the protection of their existing electrical power or communication lines, or other property of a public utility.

6.05.025: Heritage Tree Preservation Mitigation Fee

A. **Purpose.** The purpose of this Section is to establish the Heritage Tree Preservation Mitigation Fee whereby the impacts resulting from the construction or demolition of heritage tree(s) may be mitigated by the collection of fees that will provide a source of funds for the conservation, preservation, restoration, replanting and reforestation of trees within the City.

B. **Applicability.**

1. A mitigation fee, in an amount established by this Section, shall be paid prior to the issuance of any permit for construction or demolition of any heritage tree(s). The mitigation fee shall be deposited in the Heritage Tree Preservation Trust Fund established pursuant to Section 6.05.030 (Heritage Tree Preservation Trust Fund) of this Division.

2. The mitigation fee shall be based on the Tree Inventory and Preservation Plan pursuant to Section 6.05.020 (Tree Preservation Policy and Protection Measures) of this division.

a. The mitigation fee for Healthy Heritage Trees that are approved for removal shall equal the replacement value of the total trunk diameter (caliper) equal to the tree(s) removed, or as deemed appropriate by the Approving Authority based on the Tree Inventory and Preservation Plan. The Approving Authority shall review the Tree Inventory and Preservation Plan and approve the replacement value.

b. The mitigation fee for the monetary value of Heritage Trees protected pursuant to this Division, which are removed, shall be based upon the "Guide for Plant Appraisal," which is available from the International Society of Arboriculture. Appraisals shall be performed by a City-approved professional plant appraiser or certified arborist skilled in tree appraisals.

6.05.030: Heritage Tree Preservation Trust Fund

A. Purpose. The purpose of the Heritage Tree Preservation Trust Fund is to provide funding, under direction of the City Council, for the conservation, preservation, restoration, replanting and reforestation within the City.

B. Applicability. The Heritage Tree Preservation Trust Fund is hereby established as means to receive and replenish monies to assist the funding of tree preservation and reforestation projects within the City. All funds deposited in the Heritage Tree Preservation Trust Fund shall be used solely for the conservation, preservation, restoration, replanting and reforestation of the City, as provided in this Section.

C. Trust Fund Administration.

1. The City Manager, or designee of the City Manager, shall have authority for establishing policy for Heritage Tree Preservation Trust Fund expenditures.

2. The City Manager, or designee of the City Manager shall have authority to make recommendations to the City Council regarding any action or activity necessary or appropriate to implement its powers or duties to fulfill the objectives of the Heritage Tree Preservation Trust Fund.

3. The City Manager, or designee of the City Manager, shall serve as financial administrator of the Heritage Tree Preservation Trust Fund and shall be responsible for management of its finances, which shall be carried-out pursuant to all applicable federal, State and local laws.

4. The Planning Director, or designee of the Planning Director, shall serve as program administrator of the Historic Preservation Trust Fund and shall be responsible for its day-to-day management and operations.

D. Heritage Tree Preservation Trust Fund Proceeds.

1. Deposits. All funds received by the City for heritage tree preservation purposes shall be deposited in the Heritage Tree Preservation Trust Fund. The City's Fiscal Services Department may establish separate accounts within the Trust Fund for the purpose of separating deposits according to their origin or intended purpose.

E. Heritage Tree Preservation Trust Fund Program Activities.

1. Qualifying Program Activities are hereby established for the following:

a. *New Tree Plantings.* Tree plantings in parkways or city right-of-way shall be per the Street Tree Master Plan or Ontario Ranch Streetscape Master Plan. Tree plantings in public projects such as parks and city facilities shall be determined by the Approving Authority.

b. *Reforestation Tree Plantings.* Reforestation tree plantings in parkways or city right-of-way shall be per the Street Tree Master Plan or Ontario Ranch Streetscape Master Plan. Tree plantings in public projects such as parks and city facilities shall be determined by the Approving Authority.

c. *Tree Removal Alternatives and Mitigation Measures.* Tree removal alternatives and mitigation measures such as root pruning, flexible paving material, other materials, protection measures, and mitigation measures recommended in the Certified Arborist's report.

d. *Acquisition, Planting and Maintenance of Trees.* Activities to acquire, plant and maintain existing and proposed heritage trees as determined by the Approving Authority, identified in the Certified Arborist's report.

2. Qualifying Projects that implement Trust Fund Program Activities are hereby established for the following project types:

a. *Capital Improvement Projects (CIP) for New Construction and Rehabilitation Projects. CIP* Construction projects allow for activities that contribute to the conservation, preservation, restoration, replanting and reforestation of heritage trees located within public spaces.

(1) Conservation, preservation and restoration of trees within public spaces, such as but not limited to parkways and rights-of-ways. Funds may support public projects and include activities directly contributing to the conservation, preservation, and restoration of existing heritage trees. Activities may include, but are not limited to, the installation of alternate sidewalk materials, meandering sidewalks, and any reports and analyses prepared by a certified arborist that identify protection measures that will contribute to extending the life and viability of existing heritage trees.

(2) Replanting and reforestation of trees within public spaces, such as but not limited to parkways and rights-of-ways. Any replanting or reforestation efforts must be identified in the certified arborist report and include circumstances that warrant tree removal. Such conditions that warrant the removal of heritage tree(s) may include tree(s) that are dead, hazardous, diseased, or damaged beyond repair, or may pose an emergency or safety concern relating to the health, safety, and welfare of the public. Funds shall be used to support the overall project and include activities directly contributing to the replanting and reforestation of trees where a certified arborist has recommended the removal of a heritage tree(s). Activities may include, but are not limited to, intermittent planting strategies and new tree plantings, as well as warranty and maintenance efforts that support the establishment and longevity of new tree plantings, such as tree staking, irrigation measures and other construction activities to support the viability of newly planted trees.

b. *Public Works Projects for New Construction and Rehabilitation Projects. Public Works* Construction projects that allow for activities that directly contribute to the conservation, preservation, restoration, replanting, and reforestation of heritage trees located within public spaces.

(1) Conservation, preservation and restoration of trees within public spaces, such as but not limited to public parks, parkways, rights-of-ways and city facilities. Funds may support public projects and include activities directly contributing to the conservation, preservation, and restoration of existing heritage trees. Activities may include, but are not limited to, the installation of alternate sidewalk materials, meandering sidewalks, and any reports and analyses prepared by a certified arborist that identify protection measures that will contribute to extending the life and viability of existing heritage trees.

(2) Replanting and reforestation of trees within public spaces, such as but not limited to public parks, parkways, rights-of-ways, and city facilities. Any replanting or reforestation efforts must be identified in the certified arborist report and include circumstances that warrant tree removal. Such conditions that warrant the removal of heritage tree(s) may include tree(s) that are dead, hazardous, diseased, or damaged beyond repair, or may pose an emergency or safety concern relating to the health, safety, and welfare of the public. Funds shall be used to support the overall project and include activities directly contributing to the replanting and reforestation where a certified arborist has recommended the removal of a heritage tree(s). Activities may include but are not limited to, intermittent planting strategies and new tree plantings as well as warranty and maintenance efforts that support the establishment and longevity of new tree plantings such as tree staking, irrigation measures and other construction activities to support the viability of newly planted trees.

c. *Planning Projects.* Studies and reports that analyze existing conditions and make recommendations on conservation and preservation of heritage trees and reforestation treatments; and

d. *Community Outreach.* Outreach campaigns consist of the creation of education material and media to raise awareness of tree preservation benefits.

3. Project Selection Criteria. The award of Heritage Tree Preservation Funds shall be based upon consideration of the following criteria:

a. Level of significance of the heritage tree(s) impacted.

b. Overall benefit to the community; and

c. Ability to ensure the longevity of the health of the trees and features through warranty and maintenance.

6.05.035: Violation-Penalty

A. **Violation.** Any violation of this chapter shall be a misdemeanor or infraction at the discretion of the City Attorney or District Attorney.

B. **Civil Penalties.** Irrespective of, and cumulative to, any criminal conviction for a violation of this Division, the City may, pursuant to GC Section 36901, impose a civil penalty in an amount not exceeding $1,000, or by imprisonment not to exceed 6 months, or both such fine and imprisonment on any person either through an administrative hearing or a civil action brought either by the City Attorney or a designated employee of the City. Each tree removed in violation of this Division shall constitute a separate offense.

C. **Restitution for Damage or Removal of Protected Trees within the City.** Irrespective of whether the City pursues criminal and/or civil action under this Division, nothing in this Division shall prevent the City from seeking restitution for damage or removal of trees within the City, which are protected by this Division, as an alternative to criminal action and/or civil action to recover a civil penalty in accordance with Subsection B of this Section.

D. **Assessment of Civil Penalties.** Civil penalties may be assessed against a responsible party as confirmed by resolution of the City Council, and shall constitute a special assessment against the property to which it relates and after its recording, as thus made and confirmed, the same

shall constitute a lien on the property in the amount of such assessment. The notices of such special assessment shall be provided to the responsible party by certified mail, as determined from the County Assessor's or County Recorder's records. The assessment shall be collected at the same time and in the same manner as ordinary City taxes are collected and shall be subject to the same penalties and the same procedure as provided for ordinary City taxes. All laws applicable to the levy, collection and enforcement of City taxes shall be applicable to the special assessment.

E. Appeals.

1. Within 10 days after mailing of a Notice of Violation, which states the civil penalties to be assessed, the owner or person having charge of affected premises may file an appeal of the assessed civil penalties and the violations upon which the civil penalties are based, with the Planning Department, on a City application form.

2. Within 45 days following receipt of an appeal request, the City Manager shall hold a hearing, which shall be open to the public. The City Manager shall hear and consider objections and/or protests from any owner or person having charge of affected premises, or other interested persons relative to the accrual of civil penalties, and shall hear and receive all relevant evidence and testimony relative to the violations upon which the civil penalties are based, and shall consider all of the related facts.

3. Upon conclusion of the appeal hearing, the City Manager shall determine the amount of civil penalties to be assessed. The decision of the City Manager shall be final and conclusive.

F. Penalties collected resulting from enforcement of this section shall be placed in the general fund and used solely for the purposes of the City to ensure and maintain the character and well-being of the City.

6.05.040: Required Landscape Areas

A. Residential Projects. Residential development projects shall be landscaped and irrigated as follows:

1. Conventional and Small Lot Single-Family Projects.

a. The front yard and any street side yard of a conventional or small lot single-family project site, and all parkway areas that abut the site, shall be fully landscaped and provided with an underground automatic irrigation system, and shall be maintained in compliance with the requirements of this Division.

b. A landscape and irrigation documentation plan shall be submitted for review and approval by the Approving Authority prior to building permit issuance, pursuant to Subsection 6.05.015.B (Landscape and Irrigation Construction Documentation Plans) of this Division.

2. Cluster Single-Family and Multiple-Family Projects.

a. The entirety of a cluster single-family or multiple-family project site, including street parkway and median areas that abut the project site, which is not otherwise devoted to

building area and paving, shall be fully landscaped and provided with an underground automatic irrigation system, and shall be maintained in compliance with the requirements of this Division.

b. A landscape and irrigation documentation plan shall be submitted for review and approval by the Approving Authority prior to building permit issuance, pursuant to Subsection 6.05.015.B (Landscape and Irrigation Construction Documentation Plans) of this Division.

B. Nonresidential Projects. Nonresidential development projects shall be landscaped and irrigated as follows:

1. The entirety of a nonresidential project site (excluding areas devoted to building area, paving, and/or outdoor loading and storage areas that are screened from public view), including street parkway and median areas that abut the project site, shall be fully landscaped, provided with an underground automatic irrigation system, and maintained in compliance with the requirements of this Division.

2. A landscape and irrigation construction documentation plan shall be submitted for review and approval by the Approving Authority prior to building permit issuance, pursuant to Subsection 6.05.015.B (Landscape and Irrigation Construction Documentation Plans) of this Division.

C. All Unused Areas of a Site shall be Landscaped and Irrigated.

1. All areas of a project site not intended for a specific use, including pad sites held for future development, shall be landscaped and provided with an automatic irrigation system, unless it is determined by the Approving Authority that landscaping is not necessary to fulfill the purposes of this Division. This requirement shall not apply to the side or rear yard area of a single-family residence, or that portion of a lot devoted to a legally established agricultural use.

2. The Approving Authority shall determine the level or intensity of landscaping to be provided for vacant pad sites, based upon an approved phasing plan.

D. Landscaping of Off-Street Parking Facilities. Outdoor off-street parking lots within residential developments, or within nonresidential developments that are visible from a public or private street, or are accessible by the public, shall be landscaped in the following manner:

1. At least 7 percent of the total area of a parking lot shall be landscaped, excluding perimeter landscaping or setback areas that may be required by the base zoning district.

2. Landscaping consistent with the landscape setback provisions of the base zoning district in which a parking lot is located, shall be provided adjacent to adjoining streets.

3. Landscaping shall be evenly distributed throughout the parking lot and shall not be concentrated in any one area.

4. No landscaped area is to have a dimension smaller than 5 FT clear in any direction, except as provided elsewhere by this Development Code.

5. Where parking lots occur along streets, a landscaped buffer element, minimum 10 FT in width, shall be constructed, which consists of a minimum 3-FT high hedge-like material to

screen views of parked cars from the street. To shade pedestrians and create an attractive streetscape, shade trees shall be planted within this landscaped buffer at an average spacing of 25 to 30 FT on center. Landscaping may be combined with low walls or dense plant material to mitigate the visual effects of parking lots and loading areas.

6. There shall be provided within each row of parking spaces, planter islands at least 5 FT in width (exclusive of curbs), which extend the full length of the abutting parking space(s), located so as to prevent no more than 10 vehicles from being parked side-by-side in an abutting configuration.

7. Planter islands for a single row of parking spaces shall be landscaped with at least one tree, appropriate shrubs, and groundcover. Planter islands for a double row of parking spaces shall contain not less than 2 trees, and appropriate shrubs and groundcover.

8. Throughout parking lots tree wells, tree diamonds or center planter strips shall be provided to facilitate the planting of shade trees at the minimum rate of one tree for each 4 parking spaces. Tree wells shall be a minimum of 5 FT in width and 5 FT in length (exclusive of curbs).

9. Shade trees shall have a minimum canopy of 30 FT in diameter at maturity, to provide an aesthetically pleasing area and relief from summer heat.

10. All rows of parking spaces shall be provided with landscape islands at each row terminus, at least 5 FT in width (exclusive of curbs) and extending the full length of the adjacent parking spaces, to protect parked vehicles, ensure visibility, confine moving traffic to drive aisles and driveways, and provide adequate space for landscaping.

11. Landscaped areas shall be delineated with a 6-inch wide concrete curb, except where a landscape area is parallel and adjacent to a parking stall, the curb shall be a minimum of 12-inches wide, to provide a step area for persons entering or exiting motor vehicles.

6.05.045: Landscape Development Standards

Landscaping required by this Division shall be designed, installed, and maintained in compliance with the following:

A. **Landscape Design Standards.** Landscaped areas shall comply with each of the following:

1. Landscaped areas shall have a minimum dimension of 5 FT (exclusive of curbs), excepting vine pockets, which shall have a minimum dimension of 1.5 FT, or as otherwise prescribed by this Development Code.

2. All landscaped areas shall be bordered by a concrete or masonry curb, or other means acceptable to the City, to prevent vehicles from entering landscape areas, and to define maintenance responsibilities or property ownership. Curbs along pavement may have openings to allow water infiltration into landscape areas.

3. Landscaped areas shall be comprised of living plant materials, planted at a spacing no greater than the mature plant diameter. Non-living ornamental features (e.g., boulders, dry stream beds, gravel, etc.) may comprise a maximum of 5 percent of a landscaped area and shall be of a permeable material.

4. All areas of a parkway that are not devoted to sidewalks shall be landscaped, irrigated, and permanently maintained pursuant to City standards.

5. All utilities shall be shown on plans to facilitate the landscape design and tree placement. Utilities such as backflow devices and transformers shall be located a minimum of 5 FT away from paving or other utilities to allow for landscape screening to cover at least 75 percent of the height of the equipment.

6. Accent landscape is required on all commercial or industrial corners including vehicular entries and major corner intersections. Accent trees shall be minimum 36-inch box size and palms shall be minimum 17-FT brown trunk height.

7. Foundation planting adjacent to buildings (hedgerows or shrub masses in a hierarchy pattern) is required at major building perimeters and residential front yards to break horizontal ground plane from the vertical plane of building.

8. Shade trees with irrigation shall be located in all appropriate areas where space permits to reduce the impacts of heat gain by shading large areas of paving, building walls, roof and windows also enhancing stormwater management and improving water quality.

9. Shade trees shall have a minimum canopy of 30 FT in diameter at maturity to provide an aesthetically pleasing area and relief from summer heat.

10. Trash enclosures shall be designed with adjacent planters for trees shrubs and vines for screening.

11. Accent landscape at monument signs shall be a hierarchy of ornamental shrubs or perennials.

B. Planting Requirements.

1. A variety of plant material appropriate for the project may be selected for planting, provided the ETWU for the landscape area does not exceed the MAWA (see Paragraph B.3.c (Calculation of the Budget Comparison) of this Division). The landscape plan shall be designed for the intended function of the project and for the efficient use of water, and shall include the following:

a. Protection and promotion of appropriate native species;

b. Selection of water conserving plant species; and

c. Selection of trees for shading buildings and paved surfaces and for stormwater management.

2. Plants shall be selected and appropriately planted based upon their adaptability to the climatic, geologic, and topographical conditions of the project site.

a. The Sunset Western Climate Zone System should be utilized, which takes into account temperature, humidity, elevation, terrain, latitude, and varying degrees of continental and marine influence on local climate;

b. Recognize the growth habit of plant types, such as mature plant size and invasiveness of surface roots, to minimize damage to property and infrastructure (e.g., buildings, sidewalks, power lines);

c. Disease and pest resistant plants should be used, to promote health and longevity;

d. Consider the solar orientation for tree placement to maximize summer shade and winter solar gain;

e. Plants with similar water needs and climatic requirements shall be grouped together and irrigated separately;

f. Graded but undeveloped areas within the project site shall be seeded with wildflower or ornamental grass mix and automatically irrigated to prevent soil erosion from rain and strong winds;

g. Avoid use of invasive species that have a negative effect upon public health or disrupt or destroy native ecosystems as identified by the California Invasive Species List; and

h. Additional planting requirements of a Specific Plan may be required based upon the project location.

3. Limit the use or quantity used of turf except where used for play or recreation.

C. Irrigation Requirements

1. The irrigation system and its related components shall be designed to be efficient and effective for the landscape proposed with no run-off or overspray.

2. Irrigation plans shall include a water budget with Maximum Applied Water Allowance (MAWA) and Estimated Total Water Use (ETWU) calculations shown pursuant to Paragraph 6.05.015.B.3 (Water Budget Worksheet) of this Division. The ETWU shall not exceed the MAWA.

3. Automatic irrigation controllers utilizing either evapotranspiration or moisture sensor data are required. A verification letter from the manufacturer certifying proper installation and sensor connection shall be provided prior to acceptance of the project.

4. Irrigation systems shall be designed with like plant material grouped together and proper solar orientation. Turf shall be on separate valves from shrub areas. Landscape areas in the shade (north or east sides of buildings) shall be controlled separately from areas in the sun (south or west).

5. Provide on plans all equipment required, sizes, notes and details, include water meter (note potable or recycled), static pressure, and maximum GPM. Contact the City's Utilities Department for City main pressure. Pressure regulating or boosting devices shall be installed to meet the pressure requirements of the system.

6. Backflow devices are required. Non–residential backflow devices shall be painted green and protected in a locking enclosure.

7. Spacing design for irrigation heads shall achieve 100 percent coverage, (head to head). Allow for wind velocities. Spacing shall achieve the highest possible distribution uniformity using the manufacturer's recommendations.

8. Narrow or irregularly shaped areas including turf, less than 8 FT in any direction shall be irrigated with subsurface irrigation or a low volume irrigation system. Low precipitation heads, rotators or drip systems shall be used in general to reduce water use and overspray.

9. Add check valves or anti-drain valves to prevent low head drainage.

10. Locate spray heads 2 FT from non-pervious paving to prevent overspray. Exception allowed if adjacent surface is permeable or if using alternative technology irrigation. Low precipitation rate heads less than 0.75 inches per hour may be located one FT from paving.

11. Trees in turf, 36-inch box and larger size trees in any area, and all palm trees, shall have pop-up stream bubbler heads. Trees in tree wells or permeable paving may use bubblers in a maximum 1.5 FT deep perforated root watering tube. Tree irrigation shall be on a separate valve, minimum 2 heads per tree.

12. Size all irrigation main lines and laterals on the plan, minimum 3/4 inch.

13. Under landscape, mainlines shall be buried with 1.5 FT minimum cover, laterals one FT minimum cover.

14. Under paving mainlines shall be buried with 2 FT minimum cover; lateral lines 1.5 FT minimum cover.

15. Pipe under roadways shall be installed 3 FT deep, sleeved and identified with marking tape installed one FT from the surface, identifying the type of line with APWA standard "Caution Waterline Buried Below" in blue, or "Caution Recycled Waterline Buried Below" in purple. Sleeves shall be Schedule 40 PVC, minimum 2 times the diameter of the pipe being sleeved.

16. Automatic Controllers shall contain a neatly drawn laminated irrigation layout chart, color coded to identify stations and valves as-built. Central controller shall include a manufacturer support page. Locate pedestals within planter areas with a 1.5 FT pad of DG or mulch at front for access.

17. An irrigation schedule shall be on the plan and layout chart noting irrigation cycles and run times per station or plant type (turf, shrub, trees, sun areas, shade areas, etc.) monthly or seasonally. Add multiple start times to prevent run off. Watering shall occur between 6:00PM and 6:00AM, excepting drip irrigation.

D. **Soil Testing.** Agronomical soil testing shall be performed to encourage healthy plant growth and reduce run off. One test shall be performed for each street frontage, or as otherwise required by the Approving Authority. Soil analysis shall include soil texture, infiltration rate, pH, total soluble salts, sodium, percent organic matter, and recommendations for amendments based upon the proposed plant material and tree types. Soil test results and recommendations for amendments shall be listed on the Landscape Planting Plan required pursuant to Paragraph 6.05.015.B.5 (Landscape Planting Plan) of this Division, noting the name, address, telephone number of the City-approved soils testing laboratory, and the test date.

E. Trees. Within required landscape areas, as prescribed by Section 6.05.040 Required Landscape Areas) of this Division, trees shall be provided as follows:

1. For cluster single-family or multiple-family residential development projects, and nonresidential development projects, a mix of tree sizes shall be provided on-site, for each development project, as prescribed in Table 6.05-1 (Minimum Tree Size Mix), below. Palm trees shall not be counted toward the minimum mix of required trees.

Table 6.05-1: Minimum Tree Size Mix

Requires Tree Sizes	*Minimum Mix of Required Trees*
48-inch box	5%
36-inch box	10%
24-inch box	30%
15-gallon	55%

2. For cluster single-family or multiple-family residential development projects, and nonresidential development projects, a mix of tree species shall be provided for each development project, as prescribed by Table 6.05-2 (Minimum Tree Species Mix), below. A minimum of 20 percent of the total number of trees provided shall be a California native species appropriate for the project site. Palm trees shall not be counted toward the minimum number of tree species required.

Table 6.05-2: Minimum Tree Species Mix

Number of Trees Provided	*Minimum Number of Tree Species Required*
20 or fewer	3
21 to 30	4
31 to 40	5
More than 40	6

3. All trees required by this Division shall conform to the minimum measurements prescribed by Table 6.05-3 (Minimum Tree Size Specifications), below.

Table 6.05-3: Minimum Tree Size Specifications

Tree Size	*Minimum Trunk Caliper*	*Minimum Height Range*	*Minimum Spread Range*
48-inch box	3.5 inches	14 to 16 FT	7 to 8 FT
36-inch box	2.5 inches	12 to 14 FT	6 to 7 FT
24-inch box	1.5 inches	9 to 11 FT	4 to 5 FT
15-gallon	1.0 inch	7 to 8 FT	2 to 3 FT
Palm trees		17-FT brown trunk height	

4. Existing trees shall be protected in place, whenever possible, pursuant to Section 6.05.020 (Tree Preservation Policy and Protection Measures) of this Division. Existing large canopy trees may be counted toward the 48-inch box tree requirement prescribed by Paragraph E.1. of this Section, provided the tree(s) to be preserved is/are in good health and condition (taking into account species and longevity), as determined by a certified arborist's report.

5. Tree planting shall maintain the following minimum setbacks and/or separations from permanent improvements as prescribed by Table 6.05-4 (Minimum Tree Setbacks/Separations), below.

Table 6.05-4: Minimum Tree Setbacks/Separations

Improvement	*Minimum Setback/Separation*
Beginning of Curb Returns at Street Intersections	25 FT
Light Standards, Power Poles, and Fire Hydrants	10 FT
Water and Sewer Lines	7 FT
Sidewalks (except within parkways), Driveways, and Buildings	5 FT

6. Trees shall not be placed where they interfere with site drainage or require frequent pruning in order to avoid interference with overhead utilities.

7. Shade trees shall have a mature canopy diameter of 30 FT, single dominant leader or a balanced arrangement of branches, and a healthy root system not girdled by the growing container.

8. Street trees shall be minimum 24-inch box or larger and shall be planted at an average spacing of 25 FT to 30 FT on center, except where necessary to meet the minimum tree setback/separations required by Table 6.05-4 (Minimum Tree Setbacks/Separations) of this Section.

9. Trees shall be planted with a visible trunk flare and rootball that is 2 inches higher than the adjacent grade. No soil shall be placed on top of the rootball, and mulch shall be maintained 6 inches clear of the trunk. Trees with kinked or girdling roots shall be rejected before installation or replaced if planted.

10. Root barriers shall not be required for use in parkways or City maintained areas; however, if used, they shall be a maximum of one FT in depth and shall not encircle the tree rootball. Furthermore, if the tree trunk is within 5 FT of paved areas, root barriers, if used, shall run adjacent and parallel to the pavement.

11. Palm trees may be used as accents, with a minimum brown trunk height of 17 FT, and shall not count toward the minimum tree species mix required pursuant to Table 6.05-2 (Minimum Tree Species Mix) of this Division.

12. Trees shall be staked or guyed to prevent wind damage and allow healthy growth. Ties shall be flexible, allowing some trunk movement while providing protection from damage.

13. Parking lot lighting and site utilities shall be designed to avoid conflict with required shade tree locations.

14. Solar collectors shall be designed and located to avoid conflict with tree canopy and future shading from the mature size of trees, as defined by the PRC Section 25980 through Section 25986 (The Solar Shade Act).

F. Tree Staking and Tying. Trees shall be staked and tied as follows:

1. Fifteen gallon and 24-inch box trees shall be double-staked perpendicular to the prevailing wind, or parallel to the street, as appropriate. Stakes shall be located to prevent branch damage and shall extend a minimum of 7 to 8 FT above grade and 3 to 4 FT below grade. Stakes shall be tied into the tree canopy for wind protection. Galvanized stakes are recommended for wind prone areas.

2. Box trees that are 36-inches or larger, shall be rootball guyed or anchored.

3. Flexible tree ties shall be used. Wire and hose, or metal rod-type braces shall not be used. Nursery stakes shall be removed at time of installation or loosened if they are to remain during the maintenance period and shall be removed by the end of maintenance period.

G. **Shrubs.** Within required landscape areas, as prescribed by Section 6.05.040 Required Landscape Areas) of this Division, shrubs shall be a minimum 5-gallon container size and shall be spaced at a rate equal to three-fourths of the shrub's mature size. One-gallon containers may be used for perennials and groundcovers.

H. **Groundcovers.** Within required landscape areas, as prescribed by Section 6.05.040 Required Landscape Areas) of this Division, one-gallon containers shall be used for groundcover areas. Perennials or annual color shall be spaced at a maximum of 8 inches on center.

1. Turf. Turf grass is typically a high water use plant and is best reserved for recreation and active play areas. Low water groundcovers or native or warm season turf grasses may be used in traditional turf areas, such as parkways or front yards. Concrete mow strips shall be used to separate turf from landscape areas, excepting single-family residential development projects, which may utilize wood or fabricated benderboard materials.

2. Mulch. Mulch shall be applied and maintained in all non-turf areas and shall be at least 3 inches in depth in shrub areas and at least one-inch in depth in groundcover areas. Mulch shall be of an organic material, such as shredded or chipped bark, as it will supply nutrients to the soil and plants over time. Native plants shall have mulch applied that is appropriate for the type of landscape. Synthetic mulch materials shall not be used.

I. **Screening and Buffering.**

1. Landscaping may be used to aid in the screening and buffering of mechanical equipment, trash collection areas, and loading docks and outside storage areas from public view, and the screening and buffering of differing land uses. Walls and/or fences used for screening and buffering purposes should incorporate landscaping over at least 60 percent of its surface area, which will serve to both buffer uses and "soften" the appearance of masonry walls.

2. Utility boxes and vaults shall be located away from entry driveways, corner accent landscapes and other highly visible areas, and shall be screened with a variety of landscape materials.

J. **Defining of On-Site Circulation.** Landscaping shall be used to define circulation patterns for safety and ease of use.

1. Landscaping shall be used to direct on-site vehicular and pedestrian circulation routes by providing clear direction, barrier planting (such as hedges), and accent planting, to define site entrances and pedestrian pathways.

2. Landscaping shall be designed to facilitate pedestrian circulation and access to buildings and shall be designed to buffer pedestrians from vehicular traffic, as well as to emphasize walkways.

3. Landscaping shall be designed to further pedestrian safety. Where provided, walkways shall have adequate width and be separated from parking lots, loading areas, and buildings (excepting building entries), with a landscape buffer. Furthermore, trees shall be planted along walkways to create shade and comfortable environments.

K. Grading Design and Stormwater Management.

1. Grading shall be designed to minimize soil erosion, water run-off or water waste, and increase on-site retention and infiltration. Grading shall ensure all irrigation and normal rainfall remains on-site and does not drain onto impermeable surfaces. Landscape areas shall be graded to be 1.5 inches below the grade of the adjacent finished surface.

2. Landscape plans shall include stormwater collection methods or devices that direct water into depressed landscape areas, such as vegetated swales, detention basins or infiltration areas. These areas shall incorporate proper plant materials and irrigation for success in saturated soils, drought conditions and to withstand possible erosion from the hydraulic impacts of stormwater collection. Manufactured drywells, pervious pavement, or storage chambers may also be used for stormwater infiltration.

3. Stormwater collection in landscape areas shall be designed with a natural appearance, utilizing curvilinear forms, native plants, varying sizes of boulders or river rock, and maximum 3:1 slope.

4. On-site landscape areas for stormwater management may utilize vegetated swales but shall not exceed 40 percent of the landscaped area width.

5. Landscaped slopes 3:1 or greater shall incorporate rolled erosion control products and landscape appropriate for slopes. Slopes shall be irrigated by a system with a low precipitation rate of 0.75 inches per hour or less. Turf is not allowed on slopes greater than 4:1, or where the toe of the slope is adjacent to an impermeable hardscape.

6. Compaction during site grading shall not occur within landscape areas. Compacted soils shall be repaired by deep tilling, or as directed by the soil analysis prescribed by Subsection D (Soil Testing) of this Section.

7. Vegetated swales, basins and sloped grades for stormwater management shall incorporate a level area adjacent to paved edges, at least 3 FT to 5 FT in width, to allow utilities, such as backflow devices, to be located on level ground, and to serve as a buffer from sloped edges for pedestrian safety purposes.

L. Decorative Water Features. Decorative water features shall be properly maintained to operate and function to meet the intent of the design. Furthermore, decorative water features shall incorporate recirculating water systems, and shall use recycled water, where available, excluding swimming pools and spas.

6.05.050: Landscape Maintenance

A. Landscape Maintenance Required. Where a Landscape and Irrigation Documentation Plan is required pursuant to Subsection 6.05.015.B (Landscape and Irrigation Documentation Plans) of this Division, all installed landscaping shall be permanently maintained as prescribed by this Section.

1. Once installed, no landscaping shall be removed unless replaced with landscaping of a similar design, character, and coverage, at maturity.

2. Trees shall be monitored, staking inspected, and branches pruned, if necessary, pursuant to Section 6.05.020 (Tree Preservation Policy and Protection Measures) of this Division, to direct new growth, and to avoid conflict with vehicles, pedestrians, lighting, or buildings. Stakes and ties shall be removed upon establishment, typically 2 years after planting.

3. Once installed, no landscaping shall be allowed to die-off. The replacement of dead or dying landscape materials shall occur in a timely manner, or immediately upon notification by the City, as prescribed by Division 6.10 (Property Appearance and Maintenance) of this Development Code.

4. Irrigation systems shall be maintained to prevent water waste. Broken or inefficient irrigation shall be repaired, replaced, or modified to prevent runoff from leaving the target landscape due to low head drainage, overspray, or other similar condition where water flows onto adjacent property, non-irrigated areas, walkways, roadways, parking lots or structures, unless the nonpermeable surfaces are designed and constructed to drain entirely to landscaping.

B. Landscape Maintenance Defined. On-going landscape maintenance shall consist of the following:

1. Regular watering;

2. Monitoring and treating for pests, disease, or injury;

3. Regular mowing, pruning, and the removal and replacement of dead or dying plants;

4. Regular fertilizing;

5. Clearing of debris and providing weed control;

6. Repair and/or timely replacement of irrigation systems, and components thereof;

7. Repair and/or timely replacement of integrated architectural features; and

8. Any other similar act(s) that promotes growth, health, beauty, and the life of plants, shrubs, trees, and/or groundcover/turf.

6.05.055: Landscape Design and Construction Guidelines

A. The City Council shall establish by resolution, Landscape Design and Construction Guidelines (Development Code Reference G), which are intended as a reference to assist design

professionals, landscape contractors and homeowners in their understanding of the City's goals and objectives for the preparation of landscape construction documentation plans, and the installation of landscape materials and elements.

B. The Landscape Design and Construction Guidelines (Development Code Reference G) shall compliment the mandatory landscaping regulations contained in this Division, by providing examples of potential design solutions, and by providing interpretations of the various mandatory landscaping regulations contained in this Division.

C. The Landscape Design and Construction Guidelines (Development Code Reference G) authorized by this Section, shall be enforceable in the same manner, and to the same extent, as any other applicable requirement of this Development Code.

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Division 6.06—Street Naming and Street Address Numbering

Sections:

6.06.000: Purpose
6.06.005: Applicability
6.06.010: Assignment of Street Names and Street Address Numbers
6.06.015: Street-Naming
6.06.020: Street Address Numbering

6.06.000: Purpose

The purpose of this division is to establish policies for the naming of public and private streets and alleyways, and the address numbering of lots, parcels, dwelling units, places of businesses, and public buildings located along public and/or private streets within the City.

6.06.005: Applicability

A. The naming of any new public or private street or alleyway within the City and any request to change the previously established name of a public or private street or alley within the City shall be accomplished pursuant to the Street Naming Policy established by this division.

B. A street address number shall be assigned to a lot, parcel, dwelling unit, place of business and/or public building located along a public and/or private street within the City pursuant to the Street Address Numbering Policy established by this division.

6.06.010: Assignment of Street Names and Street Address Numbers

A. **Assignment of Street Names.** The Planning Director shall be responsible for the assignment of street names, and shall, upon recommendation of the Building Official, City Engineer, Fire Chief, and Police Chief, assign street names as established by Section 6.06.015 (Street Naming) of this Division.

B. **Assignment of Street Addresses.** The Building Official shall be responsible for the assignment of street addresses and shall assign street addresses as established by Section 6.06.020 (Street Address Numbering) of this Division.

6.06.015: Street Naming

A. **Naming of Streets.** Street names should be assigned based upon one of the following criteria:

1. Presidents of the United States;

2. States of the United States;

3. Cities of the United States;

4. California counties;

5. Names of famous local, state, and national personalities who are deceased;

6. Names of culturally significant historic places and events;

7. Famous fictitious names;

8. Names of astrological constellations;

9. Colleges;

10. Colors;

11. Precious metals;

12. Rocks;

13. Trees, shrubs and flowers;

14. Fruits and nuts;

15. Armstrong registered roses; or

16. Others, as approved by the Planning Director.

B. **Street Name Prefix.** All street names shall be assigned a prefix based upon its direction and location in the City, as follows:

1. Each street that generally runs in a north-south direction, and is located north of Holt Boulevard, shall be assigned "North" as its street name prefix.

2. Each street that generally runs in a north-south direction, and is located south of Holt Boulevard, shall be assigned "South" as its street name prefix.

3. Each street that generally runs in an east-west direction, and is located east of Euclid Avenue, shall be assigned "East" as its street name prefix.

4. Each street that generally runs in an east-west direction, and is located west of Euclid Avenue, shall be assigned "West" as its street name prefix.

C. **Street Name Suffix.** All street names shall be assigned a suffix based upon its direction and design, as follows (excepting subregional thoroughfares, such as Holt and Mission Boulevards):

1. Each through street that generally runs in a north-south direction shall be assigned "Avenue" as its street name suffix.

2. Each through street that generally runs in an east-west direction shall be assigned "Street" as its street name suffix.

3. Each portion of a through street that changes direction, and generally runs in a north-south direction, shall be assigned "Way," "Parkway," or "Trail," as its street name suffix.

4. Each portion of a through street that changes direction, and generally runs in an east-west direction, shall be assigned "Road," "Drive," or "Lane," as its street name suffix.

5. Each cul-de-sac in which the centerline generally points in a north-south direction at its termination point shall be assigned "Place" as its street name suffix.

6. Each cul-de-sac in which the centerline generally points in an east-west direction at its termination point shall be assigned "Court" as its street name suffix.

7. Each circling street shall be assigned "Circle" as its street name suffix.

8. Each looping street shall be assigned "Loop" as its street name suffix.

D. Naming of Private Streets and Drives. The name of a private street or drive shall be determined pursuant to Subsection A (Naming of Streets) of this Section. In addition, each private street (or a private drive, if deemed necessary or desirable by the Planning Director) shall be assigned a "Privado" or "Paseo" street name suffix to identify that the street is privately owned and maintained.

E. Naming of Alleys. Alleys shall only be named if all the following criteria are met:

1. The alley leads to a landlocked parcel with frontage only onto an alley (no street frontage).

2. The structure(s) on the property are designated as a local historic landmark.

3. The naming will not adversely affect any other landlocked parcel.

6.06.020: Street Address Numbering

A. Assignment of Street Addresses. Street addresses shall be assigned based upon the following numbering system:

1. Euclid Avenue is hereby designated as the north-south street address-numbering axis and Holt Boulevard is hereby designated as the east-west street address-numbering axis. All streets that run in a general north-south direction shall be numbered from Holt Boulevard, consecutively, to the City limits. All streets that run in a general east-west direction shall be numbered from Euclid Avenue, consecutively, to corporate limits.

2. The numbering system shall begin at 100 and extend from each axis point. Wherever possible, succeeding blocks shall be assigned addresses in intervals of 100. Block length shall be determined by the next street succeeding street intersection, or at 660 FT intervals when no street intersection exists, with one whole street number assigned for each 20 lineal FT of street frontage.

3. On north-south running streets, north of Holt Boulevard, odd address numbers shall be assigned to the west side of the street and even address numbers to the east side of the street.

South of Holt Boulevard, odd address numbers shall be assigned to the east side of the street and even address numbers to the west side of the street.

4. On east-west running streets, east of Euclid Avenue, odd address numbers shall be assigned to the north side of the street and even address numbers to the south side of the street. West of Euclid Avenue, odd address numbers shall be assigned to the south side of the street and even address numbers to the north side of the street.

5. A new street having the design of a circle or loop shall bear one given name along its entire length and shall have a street address numbering system as follows:

a. Where the entrance to the circle or loop is from an adjacent east-west running street, the address numbering shall conform to that used on the north-south streets;

b. Where the entrance to the circle or loop is from an adjacent north-south running street, the address numbering shall conform to that use on the east-west streets.

B. Posting of Street Address Numbers. The owner, occupant or person in charge of any house or building to which a number has been assigned shall be responsible for posting assigned street address numbers pursuant to the following specifications:

1. Principal buildings shall display the address number on the side where the front entrance is located. A principal building occupied by more than one business or dwelling unit shall display the assigned number at the front entrance of each tenant or dwelling unit. In addition, commercial and industrial buildings shall display the assigned numbers at rear and side entrances facing a public alley or access drive.

2. A lot or development site having more than one building shall be assigned an address number in a manner determined by the Building Official. Commercial and industrial buildings shall display a directory at the main entrance to the site.

3. Street address numbers shall be posted so as to be conspicuously visible from the street or road fronting the property. The actual location and size of the numbers shall be approved by the Building Official, subject to the following guidelines:

a. Each individual digit stroke shall be a minimum of one inch wide;

b. Street address numerals located less than 50 FT from the street curb face shall be a minimum of 4 inches in height. Address numerals located from 50 to 100 FT from the street curb face shall be a minimum of 8 inches in height. Address numerals located more than 100 FT from the street curb face shall be a minimum of 12 inches in height; and

c. Street address numerals that are not visible from the street due to setback distance or would otherwise be obstructed may be posted on a freestanding structure having a maximum height of 3.5 FT and maximum area of 4 SF.

4. Street address numerals and the background to which they are affixed shall be of contrasting colors or shades and shall be of reflective material for nighttime visibility. Samples of the materials shall be submitted to and approved by the Building Official.

C. Street Address Number Required for Building Permit Issuance. No building permit shall be issued for any principal building until the owner or owner's agent has obtained the official street

address number of the premises from the Building Official. Final approval for a certificate of occupancy of any principal building erected, repaired or expanded shall be withheld until permanent and proper street address numbers have been displayed pursuant to this division.

D. Posting of Rooftop Address Numbers. Street addresses, suite/unit numbers and letters shall be displayed on rooftops as follows:

1. Street address numbers shall be displayed on rooftops of all multiple unit residential, commercial and industrial buildings. The numbers shall face the street corresponding to the address. Numerals shall be 3 FT long by one FT wide and shall be painted in reflective white paint on a flat black painted background.

2. Any other buildings may display secondary street address numbers on rooftops in coordination with the Police Department. Numerals shall be 3 FT long by 5 inches wide and shall be painted in reflective white paint on a flat black painted background.

3. Roof top street address numbers should not be visible from the street.

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Division 6.07—Reserved

**********Reserved for Future Use**********

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Division 6.08—Development Projects and Subdivisions

Sections:

6.08.000: Purpose
6.08.005: Applicability
6.08.010: Maps
6.08.015: Subdivision and Development Project Design
6.08.020: Monuments
6.08.025: Reports
6.08.030: Park Dedication and In-Lieu Fee Regulations
6.08.035: Dedications and Improvements
6.08.040: Improvement Plans and Security
6.08.045: Common Interest Subdivisions
6.08.050: Conversion to a Residential Common Interest Project
6.08.055: Conversion to a Nonresidential Common Interest Project
6.08.060: Urban Lot Splits

6.08.000: Purpose

The purpose of this Division is to set forth rules and regulations for the subdivision and/or development of real property pursuant to the provisions of the Subdivision Map Act of the State of California (commencing with GC Section 66410) and the Ontario Municipal Code. Furthermore, it is the purpose of this Division to regulate and control all divisions of land that may be lawfully regulated by the City pursuant to the Subdivision Map Act. The provisions of this Division shall be interpreted to carry out this intent and purpose. In the event of a conflict between any mandatory provision of the Subdivision Map Act and a provision of this Division, the Subdivision Map Act shall control.

6.08.005: Applicability

A. Pursuant to the provisions of the Subdivision Map Act, and in addition to any other applicable regulations provided by State law, the regulations contained in this Division shall apply to all subdivisions or parts of subdivisions of land proposed within the corporate limits of the City, and to the preparation of subdivision maps and any other maps provided for by the Subdivision Map Act. Prior to the subdivision and/or development of any land in the City, the subdivider and developer thereof shall conform to, and comply with, the requirements, rules, and regulations of this Division.

B. No land shall be subdivided and developed for any purpose that is not in conformity with the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan, and any applicable specific plan or planned unit development of the City. The type and intensity of land use shown in the Policy Plan, or applicable specific plan or planned unit development, shall determine the type of streets, roads, highways, utilities, and public services that shall be provided by the subdivider and/or the developer.

6.08.010: Maps

The requirement or necessity for a tentative, final, or parcel map shall be governed by the provisions of this Section.

A. Tentative Tract Maps and Final Maps. A tentative tract map and final map shall be required for all subdivisions creating 5 or more lots, 5 or more condominium units, a community apartment project containing 5 or more lots, or for the conversion of a dwelling to a stock cooperative containing 5 or more dwelling units, except as provided by Section GC 66418.2 and Section GC 66426.

B. Parcel Maps. A parcel map shall be required for all subdivisions creating 4 or fewer lots, or 4 or fewer condominium units, a community apartment project containing 4 or fewer lots, or for the conversion of a dwelling to a stock cooperative containing 4 or fewer dwelling units, or for those subdivisions described in Section GC 66426.

C. Exceptions to the Preparation of a Tentative Tract Map, Final Map or Parcel Map. Exceptions to the preparation of a tentative tract map or final map, or a parcel map shall be pursuant to GC Section 66426 and 66428.

D. Exclusions from the Requirement for a Tentative Tract Map, Final Map or Parcel Map. The requirement for the filing of a subdivision map pursuant to this Section shall not be applicable in those instances identified in GC Section 66412, 66412.1, 66412.2, 66412.3, 66412.5, and any other mandatory exclusions to the applicability of the Subdivision Map Act, as provided by the Act.

E. Waiver of Parcel Maps. The City Engineer is authorized to waive a parcel map pursuant to the provisions of Section 4.03.045 (Subdivisions—Parcel Map Waiver) of this Development Code.

6.08.015: Subdivision and Development Project Design

A. Design and Improvement Requirements. Pursuant to GC Section 66473.5, a subdivision for which a tentative map or parcel map is required pursuant to Section 6.08.010 (Maps) of this Division, shall be consistent with the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan, any applicable specific plan or planned unit development, and this Development Code. Unless otherwise specified, design requirements and improvement requirements may be modified or waived only by the City Council.

B. Lot Requirements. All residential, commercial, mixed use, and industrial lots shall have direct access to a public street, except where private street, common driveway or other access easement rights are specifically approved by the City. The access easement shall be reserved on a subdivision map or by separate instrument in perpetuity, for the benefit of the effected property(ies).

C. Street Rights-Of-Way and Design Requirements. The street layout of a proposed subdivision or development project shall be consistent with all street right-of-way designations contained in the Mobility Element of the Policy Plan (General Plan) component of The Ontario Plan, or an applicable specific plan, at the time of tentative map approval. For alignments not specifically shown in the Mobility element, the City Engineer shall approve alignments that are consistent with the Policy Plan component of The Ontario Plan, or any applicable specific plan, master plan, and City standard. All streets (public and private) shall be designed to meet public street requirements,

unless otherwise approved by the Executive Director Development or both the City Engineer and Planning Director.

D. **Utility Easements.** Whenever overhead utilities are allowed in a proposed subdivision or development project by this Development Code, utility easements of sufficient width shall be located along the rear or side lot lines. Whenever possible, such easements shall extend an equal distance into each of the 2 abutting lots. This requirement may be modified by the Approving Authority, if warranted by unusual circumstances in a particular proposed subdivision. Underground utility easements, whenever necessary and to the extent practicable, shall be adjoining and parallel to lot lines.

E. **Drainage Easements.** The design of a proposed subdivision or development project shall provide for the proper drainage of the proposed subdivision or development project, and all lots and improvements therein, based upon the runoff that can be anticipated from ultimate development of the watershed area where in the subdivision is located. Stormwater detention measures shall be provided when required by the City Engineer, to reduce any adverse effects of increased runoff from development on downstream properties.

F. **Lighting and Maintenance Districts and Community Facilities Districts.** The City may cause the annexation of an area within a subdivision or development project to be annexed into a Lighting and Maintenance District (LMD), Community Facilities District (CFD), or similar appropriate district, prior to the recordation of a final map or parcel map, or vesting map.

G. **Energy Conservation.** Pursuant to GC Section 66473.1, the design of a subdivision for which a tentative map is required pursuant to Section 6.08.010 (Maps) of this Division, or a development project, shall provide to the extent feasible, for future passive or natural heating or cooling opportunities in the subdivision.

H. **Cable Television Systems.** Pursuant to GC Section 66473.3, the Approving Authority may require the design of a subdivision for which a tentative map or parcel map is required pursuant to Section 6.08.010 (Maps) of this Division, to provide for appropriate cable television systems and for communication systems, including, but not limited to, telephone and Internet services, to each lot in the subdivision. This provision shall not apply to the conversion of existing dwelling units to a common interest project.

6.08.020: Monuments

A. Pursuant to GC Section 66495, at the time of survey of the final map or parcel map, the engineer or surveyor shall set sufficient durable monuments so that another engineer or surveyor may readily retrace the survey. The exterior boundary of the land being subdivided shall be adequately monumented or referenced prior to recordation of the final map or parcel map.

B. The subdivider shall submit to the City Engineer, in a form satisfactory to the City Engineer, a tie sheet showing proper ties to the location of the centerline monuments. A minimum of 3 ties shall be shown for each centerline monument. All monuments set, and tie monuments set, shall be permanently marked or tagged with the registration or license number of the responsible engineer or surveyor.

C. Interior monuments need not be set at the time the map is recorded, provided the engineer or surveyor certifies on the map that the monuments will be set prior to City Engineer acceptance of the improvements or within 2 years following the recordation of the final map,

whichever is later, and the subdivider furnishes to the City, security guaranteeing the full payment of the cost of setting the monuments.

D. Pursuant to GC Section 66497, the engineer or surveyor shall notify the subdivider and the City Engineer when monuments have been set. If the subdivider does not present evidence to the City that the engineer or surveyor has been paid for the setting of the final monuments, and the engineer or surveyor notifies the City that payment has not been received from the subdivider for the setting of the final monuments, within 3 months following the date of notification, the City shall pay the amount due to the engineer or surveyor from the monument deposit.

E. In the event of the death, disability or retirement from practice of the engineer or surveyor charged with the responsibility for setting monuments, or in the event of his refusal to set such monuments, the City Council may direct the City Engineer, or such engineer or surveyor as it may select, to set such monuments. If the original engineer or surveyor is replaced by another, the former may release his obligation to set the final monuments to the surveyor or engineer who replaced him, by letter to the City Engineer. When the monuments are so set, the substitute engineer or surveyor shall amend any map filed pursuant to this Section and the provisions of GC Section 66498, and GC Section 66499 through 66472, inclusive.

6.08.025: Reports

A. Soils Report.

1. Prior to the approval of a final tract or parcel map, vesting map, or development plan, the City may require that the subdivider and/or developer submit a preliminary soils report. If required, the report shall be prepared by a civil engineer who is registered by the State of California and shall be based upon adequate test borings or excavations in the subdivision.

2. A soils report shall be prepared by a qualified civil or geotechnical engineer, who is registered by the State of California. An investigation of each parcel in the subdivision shall be prepared if the preliminary soils report (if required) indicates the presence of any of the following problems:

a. Critically expansive soils or other soil problems that, if not corrected, would lead to structural defects;

b. Rocks or liquids containing deleterious chemicals that, if not corrected, could cause construction materials, such as concrete, steel, and ductile or cast iron, to corrode or deteriorate; or

c. The presence of methane gas and/or other toxic gases or substances, which, if not corrected, could cause life endangerment.

3. The soil investigation shall recommend corrective action that is likely to prevent structural damage to each building proposed to be constructed in the area where the soil problem exists.

4. The City shall approve a soils report (if required) upon determination that the recommended corrective action is likely to prevent structural damage to each building to be constructed in the area where a soil problem exists. The subdivider may appeal the determination to the City Council pursuant to the procedures set forth in Division 2.04 (Appeals) of this

Development Code. Subsequent building permits shall be conditioned upon the incorporation of the recommended corrective action in the construction of each building.

B. Geological Hazard Reports.

1. Prior to the approval of a final tract map or parcel map, vesting map or development plan, the City may require subdivider or developer submit a geological hazard report if the subdivision includes land within a geologic hazard area identified in the Policy Plan (General Plan) component of The Ontario Plan or by the California Department of Conservation, or if the Building Official determines that other geological conditions warrant the preparation of a report. The report shall be prepared by a civil engineer who is registered by the State of California and shall be based upon appropriate field observations.

2. If the geological hazard report indicates the presence of a potential geological hazard to life, health, or property, a qualified civil or geotechnical engineer, who is registered by the State of California, shall prepare a geological mitigation plan that identifies corrective action for the potential hazard, which shall be filed with the City.

3. The City shall approve the mitigation plan if it is determined that the recommended corrective action is likely to mitigate the potential hazard. The subdivider may appeal the determination to the City Council, pursuant to the procedures set forth in Division 2.04 (Appeals) of this Development Code. Subsequent building permits shall be conditioned upon the incorporation of the recommended corrective action in the construction of each building.

6.08.030: Park Dedication and In-Lieu Fee Regulations

A. Purpose. These park dedication and in-lieu fee regulations are enacted pursuant to the authority granted by GC Section 66477 and shall be interpreted consistent with the provisions thereof. The park and recreational facilities for which payment of impact fees and/or dedication of land are required by the terms of this Section shall be provided in accordance with the standards, specifications, and requirements of the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan, any applicable specific plan, and any other applicable resolution, policy, or standard of the City.

B. Applicability.

1. Effect on Other Laws. With respect to the requirement for the payment of impact fees or the dedication of land for park and recreational purposes by the subdivider or developer of a residential project, or the residential portion of a mixed-use project, pursuant to this Development Code, this Section shall supersede all other ordinances or regulations of the City inconsistent herewith. The enactment of this Section shall not supersede any other provisions or authority adopted by ordinance of the City Council, unless expressly stated in this Section.

2. Exemptions. The provisions of this Section shall not apply to subdivisions containing less than 5 parcels and not used for residential purposes; provided, however, that a condition may be placed on the approval of such parcel map that if a building permit is requested for construction of a residential structure or structures on one or more of the parcels within 4 years, an impact fee may be required to be paid by the owner of each parcel as a condition to the issuance of such permit. In addition, the provisions of this Section shall not apply to nonresidential subdivisions; or to condominium or stock cooperative projects that consist of the subdivision of

airspace in an existing apartment building that is more than 5 years old, when no new dwelling units are added.

C. Definitions. The following definitions shall govern the meaning of the words as used in this Section, unless from the context in which the word is used, a different meaning is clearly intended:

1. Fair Market Value. The value of land set forth in the City's general and specific plans, which are earmarked to be acquired by the City upon which the City intends to locate park and recreational facilities to service residents of the subdivision. Fair market value shall be based upon an appraisal by a qualified appraiser selected by the City, which appraisal shall be updated from time to time by the City. The fair market value shall be determined as of the time the final map or parcel map is filed. With regard to any park and recreation improvements, or equipment provided by the subdivider, the fair market value shall be the actual cost to acquire, construct, or install the improvement or equipment.

2. Park. A lot that is, or contiguous lots that are, owned, operated, and maintained by a public agency or private association, and which provides recreational land and facilities for the benefit and enjoyment of the residents of the subdivision and of persons residing, working, or visiting in the City. Parks may be classified as community parks, including community centers, athletic facilities, large multi-user swimming pools, picnic areas, cultural centers, or similar facilities; public neighborhood parks, including playground equipment, sports fields, and picnic areas; and private neighborhood parks, generally intended to serve only the immediate subdivision/development or specified planned community in which they are located. Parks may also include, or be limited to, open space areas suitable for active or passive uses.

3. Park and Recreational Facilities. Any public improvements deemed necessary by the City to develop, improve, or rehabilitate land and facilities for park and recreational purposes. Such improvements may include, but not be limited to, grading; landscaped areas for active and passive recreational use, open space and sports fields; irrigation and drainage systems; lawn, shrubs and trees; facilities for recreational community gardening; walkways; bicycle facilities and park lighting; playground or other recreational equipment; picnic facilities; community center or other buildings, swimming pools; volleyball, basketball, tennis, racquetball, and other courts; vehicle driveways and parking areas, and any other facilities which may hereafter be authorized by state law or approved by the City.

4. Private Open Space. Privately owned land and facilities for park and recreation purposes provided within a subdivision, and perpetually maintained and operated by the future residents or owner of the subdivision.

D. Payment of Impact Fees or Park Dedication Required. As a condition of approval of a tentative tract or parcel map, final tract or parcel map, or development project for a residential subdivision or the residential portion of a mixed-use project, or for a building permit within a subdivision, the subdivider shall be required to pay an impact fee, offer for dedication of park land in lieu thereof, or both, at the sole and exclusive option of the City, in the amount provided in this Section, for park and recreational purposes, unless the subdivider is exempted from this requirement by the express provisions of this Section. The payment of an impact fee and/or offering for dedication of land shall be at the time and according to the standards and formula contained in this Section.

E. Standards for Determining Dedication/Maximum Requirement.

1. General. If the park dedication is required under Subsection D (Payment of Impact Fees or Park Dedication Required), above, the park area required shall be determined pursuant to the standards provided in this Section.

2. Standard of Park Area to Population (Park Area Standard Ratio). it is found and determined that the public interest, convenience, health, safety, and welfare of the residents of the City require that 5.0 acres of property for every 1,000 persons residing within the City be devoted to local park and recreational purposes, and that such park area is necessary to provide for the needs of the current and future persons residing and working in the City. The ratio of 0.005 shall hereafter be referred to as the "Park Area Standard Ratio."

3. Computation of Maximum Area of Public Parkland to be Dedicated.

a. The maximum amount of public park land required to be dedicated by a subdivision or development project shall be equal to the Total Number Of Dwelling Unit Types multiplied by the dwelling unit occupancy factor established pursuant to Subparagraph b, below, multiplied by 0.005 (the Park Area Standard Ratio of 5.0 acres per 1,000 population). The computation is represented as follows:

Area of Public Parkland to be Dedicated = (Total Number of Dwelling Unit Types) x (Dwelling Unit Occupancy Factor) x (0.005)

b. The Dwelling Unit Occupancy Factor for each housing type shall be established by resolution of the City Council, based upon the latest available census data.

c. The City Council, by resolution, may require a dedication of parkland less than the maximum amount set forth above if the City Council finds, and clearly establishes that a smaller dedication will adequately serve the public interest, convenience, health, safety, and welfare of the residents of the City.

4. Qualification of Land Being Dedicated. In addition to meeting the requirements set forth in this section, any land offered for park dedication shall meet the applicable criteria specified in Section 6.08.035 (Dedications and Improvements) of this Division.

F. Standards for Determining Park Impact Fee/Maximum Fee.

1. When required by Subsection G (Determination of Dedication, Fees, or Combination) of this Section, the subdivider or developer shall pay to the City, a fee in lieu of making an offer of parkland dedication. For the purposes of impact fee calculation, 3.0 acres of property for every 1,000 persons residing within the City shall be determined to be devoted to local parkland and recreational purposes, thereby resulting in the ratio of 0.003 to be hereafter referred to as the "Park Area Fee Standard Ratio."

2. The Park Impact Fee shall be equal to the total number of dwelling units multiplied by the Dwelling Unit Occupancy Factor established pursuant to Subparagraph E.3.b (Dwelling Unit Occupancy Factor) of this Section, multiplied by the Park Area Fee Standard Ratio, multiplied by the area of parkland to be dedicated under Paragraph E.3 (Computation of Maximum Area of Parkland to be Dedicated) of this Section, multiplied by the fair market value of the land to be developed by the City for parkland and recreational facilities. The computation is represented as follows:

Park Impact Fee = (Total Number of Dwelling Units) x (Occupancy Factor) x (0.003) x (Fair Market Value of Land to be Developed)

G. Determination of Dedication, Fees, or Combination.

1. Impact Fee Generally Required. Where required by the City or where no park or recreational facility located in whole or in part within the proposed subdivision is designated in the general plan of the City or other adopted resolution policy or standard of the City, the subdivider or developer shall pay an impact fee computed in accordance with Subsection F (Standards for Determining Impact Fees/Maximum Fee), above, to be used for park and recreational purposes to serve the residents of the area being subdivided and other members of the public.

2. Dedication in Lieu of Impact Fee. Where a park or recreational facility has been designated in the Policy Plan (General Plan) component of The Ontario Plan of the City, or other adopted resolution policy or standard of the City, and is to be located in whole or in part within the proposed subdivision to serve the immediate and future needs of the residents of the subdivision and other members of the public, the City may require the subdivider to dedicate land for a park and provide recreational facilities thereon in lieu of payment of an impact fee as provided in this Section, if the City determines that dedication is desirable as provided in this Section. If the fair market value of the park and recreational facilities provided is less than that required hereunder, the difference shall be paid by the subdivider as an impact fee.

3. Combination of Land and Fees. The City may accept a combination of land, recreational facilities, and fees, with the respective amounts to be determined by the sole discretion of the City, so long as the aggregate fair market value of the land and recreational facilities, plus in-lieu fees, does not exceed the limits established in this Section.

4. Determination of Land or Fee. Whether the City requires payment of an impact fee, or requires land dedication in lieu thereof, or a combination of both, shall, in the City's sole discretion, be determined by consideration of the following, and such determination shall be final and conclusive:

a. The provisions of the City's general plan, any specific plan adopted thereto, and any other adopted resolution, policy or regulation of the City;

b. Topography, geology, access and location of land in the subdivision available for dedication;

c. Size and shape of the subdivision and land available for dedication;

d. The feasibility of dedication;

e. Access and location of other park sites to subdivision; and

f. Need of other accessible park sites for development, improvement, and rehabilitation.

5. Impact Fees for Subdivisions of 50 Parcels or Less. If the subdivision contains 50 lots or less, only the payment of impact fees may be required, except that condominium, stock cooperative or community apartment projects may be required to dedicate land if they have more than 50 dwelling units.

H. Subdivider Credits.

1. Public Parks. The subdivider shall receive a credit against the impact fee payment or park dedication requirement for the fair market value of any land dedicated and for the value of any park and recreation improvements provided by subdivider in conjunction with any public park. The value of such improvements shall be determined by City based upon Paragraph C.4 of this Section.

2. Private Park. In conjunction with any planned development, real estate development, stock cooperative, community apartment, or condominium, as defined by state law, if the subdivider provides private open space as defined in Subsection C (Definitions) of this Section, then the subdivider may receive a credit against the park dedication requirement of this Section, in an amount to be determined by the City Council or its designee, but such credit shall not exceed 33 percent of such impact fee payment or park dedication requirement. The actual amount of such credit shall be determined by the City Council or its designee, based upon the comparability of the private open space to public park area and the adequacy of such private open space to serve the needs of the subdivision for active recreational uses.

3. Application of Credits. The credits provided by Paragraphs H.1 and H.2, above, shall be applied to reduce the subdivider's obligation to dedicate and/or pay an impact fee as required under this Section, but only to the extent of such credit.

I. Disposition of Land or Fees.

1. The amount and location of land to be dedicated, or the impact fees to be paid, shall bear a reasonable relationship to the use of the park and recreational facilities by the future inhabitants of the subdivision. In accordance with GC Section 66477, it is expressly acknowledged that the land to be dedicated or impact fees to be paid may be for both neighborhood and community parks. In addition, such impact fees may be used to improve or rehabilitate existing parks.

2. Impact fees paid by a subdivider pursuant to this Section may be spent to develop, improve, and rehabilitate community and neighborhood parks even though such parks may be used by nonresidents of the subdivision, so long as the benefit of the park and recreational facilities to residents of the subdivision is reasonable in relation to the location of the parks and amount of the impact fees.

J. Time of Payment of Impact Fees or Land Dedication. All park impact fees shall be paid directly to the City Cashier at the time of issuance of a building permit for each lot within the subdivision. In the event of a dedication requirement, the subdivider shall make an irrevocable offer of dedication to the City at the time of recordation of the final map.

K. Schedule of Performance.

1. City's Schedule. The City shall prepare and maintain a schedule specifying how, when, and where land or impact fees, or both, which were dedicated to the City to develop park or recreational facilities will be used. Any impact fees collected pursuant to this Section shall be committed within 5 years after the payment of such fees or the issuance of building permits on 50 percent of the lots created by the subdivision, whichever occurs later. If any fees are not so committed, they shall be distributed to subdivision owners in accordance with law.

2. Subdivider's Schedule. In the event that a subdivider improves or develops parks for public or private ownership, they shall prepare a schedule specifying when, how, and where they will develop the park or recreational facilities to serve the residents of the subdivision. This schedule will be required as a condition of subdivision map approval.

L. Procedure. Unless otherwise expressly provided in this Section, any decision or action required by City in this Section shall be made after the duly noticed public hearing, at the time of approval of the tentative tract map or parcel map by the Approving Authority. Such decision or action shall be made a condition of approval of the subdivision map and shall be final and conclusive in the absence of a timely filed appeal pursuant to Division 2.04 (Appeals).

6.08.035: Dedications and Improvements

A. General Requirements.

1. The public need, safety, and general welfare require that dedications, offers of dedication, and irrevocable offers of dedication of real property for various public uses be made to the City, or other public agency or district, as conditions precedent to the approval or conditional approval of tentative tract or parcel maps, final tract and parcel maps, development plans, reversions to acreage, lot line adjustments, and consolidations and combinations of lots, or any other action or event requiring evidence of official City approval.

2. Dedications may be required for streets, highways, alleys, public service easements, courts, walkways, bicycle trails, equestrian trails, recreation trails, vehicular and pedestrian access rights, slopes, storm drains, watercourses, floodplains, sewers, water lines, water rights, public utilities, traffic signal facilities, transit facilities, environmental enhancement, landscaping, parks, recreation areas, and for all other public uses not specified, if found to be required to conform to, or implement the Policy Plan (General Plan) component of The Ontario Plan or any element thereof, or any applicable specific plan, planned unit development, master plan, and/or City standard. Dedications may also be required by the City on behalf of any other public agency or district.

B. Dedication Requirements.

1. Dedications for streets and highways shall be to the width as designated by the Mobility Element of the Policy Plan (General Plan) component of The Ontario Plan and City standards, or as designated by an approved specific plan. Deviations may be allowed for streets and highway widths not shown in the Mobility Element, or in any approved specific plan, based upon the land use, traffic volumes or other factors as determined by the City Engineer.

2. Dedications for other public easements shall be based upon the need for service, accessibility, topography, clearances available, and other circumstances and factors as determined by the City Engineer.

C. Method of Dedication. Dedications shall be made to the City by the following prescribed methods:

1. Final Map, Parcel Map, or Development Project. All streets, highways, alleys, easements, and lots offered for dedication or to be dedicated shall be clearly indicated on the map or development plan. They shall be clearly described in the appropriate statement on the

title sheet of the map or development plan. Vehicular access right dedications shall likewise be shown and described on the final map.

2. Separate Instrument. Where dedications are made a requirement of the final approval of a Lot Merger, Development Plan, Conditional Use Permit, building permit, or any other permit, and no final map or parcel map is required to be filed and recorded as a condition thereof, the required dedications shall be made by separate instrument in a form approved by the city attorney, which shall be signed, executed and acknowledged by all parties having record title interest in the property or rights being dedicated. Preparation, execution, and delivery of the fully executed instrument shall be made prior to the final approval by the City of the lot consolidation, lot combination, development plan, or permit being requested.

3. Fee Title. Fee title shall be granted by the subdivider when in the opinion of the City Engineer, in consultation with the City Attorney, it is necessary to carry out policies and requirements of the Policy Plan (General Plan) component of The Ontario Plan, and any City ordinance, resolution or standard.

D. Acceptance of Dedications. Acceptance of dedications shall be in conformance with the following:

1. At the time of final map or parcel map acceptance and approval, the Approving Authority may accept or accept subject to improvement, any or all dedications or offers of dedication. The City Clerk shall certify the action by the Approving Authority on the map.

2. Until any dedication is accepted by the City by execution of a Certificate of Acceptance recorded in the office of the County Recorder, the City shall not be responsible for, and shall not incur, any liability with respect to the offered property.

3. If any dedication is accepted, including but not limited to road or street, path, storm drain, sanitary sewer, water (potable or recycled), public utilities, and/or other public use easement, the acceptance shall be completed by the execution and recordation of a Certificate of Acceptance, recorded in the office of the County Recorder.

4. If any dedication is accepted subject to the completion and acceptance of public improvements, the City shall not be responsible for or incur any liability with respect to such dedication, unless and until the public improvements are completed by the subdivider and accepted by the City as evidenced by a notice of completion issued by the City Engineer pursuant to Section 6.08.040.J.4 of this Division. The ownership of and responsibility for the construction and maintenance of any public improvement is held by the subdivider and shall remain so until such time as the public improvements are completed and accepted.

5. Offers of Dedication may be terminated and abandoned in the same manner as prescribed for the abandonment or vacation of streets by the Streets and Highways Code (SHC), commencing with SHC Section 8300 or SHC Section 940, as applicable.

6. Acceptance of offers of dedication on a final map shall not be effective until the final map is filed in the office of the County Recorder, or a separate resolution of acceptance, approved by the City Council, is filed in such office.

E. Dedication of Land for Public Access. All vehicular and pedestrian access rights shall be dedicated to the City for those lots abutting any major, primary, secondary or collector street, flood control channel, park, or bike trail, except at designated locations.

F. Dedication of Land for Public Schools. Pursuant to GC Section 66478, the City may reserve an elementary school site within a proposed subdivision for later purchase by the appropriate school district. Whenever there is consideration of an area for a public school site within a subdivision, the city shall notify the school district and the State Department of Education, in writing, of the proposed site. The notification shall include the identification of any existing or proposed airport runways within the distance specified in State Education Code Section 17215.

1. Standards. As a condition of approval of a tentative or vesting tentative map, and as allowed by state law, a subdivider who develops or completes the development of one or more subdivisions within the school districts serving said subdivision, shall dedicate to the school district such lands as the Approving Authority deems necessary, for the purpose of constructing elementary schools necessary to assure the residents of the subdivision adequate public school service.

2. Consistency with Policy Plan (General Plan). School sites offered for dedication shall conform to the policies in the Policy Plan (General Plan) component of The Ontario Plan and relevant specific plans, and the requirements of the school district.

3. Timing. The requirement of dedication shall be imposed at the time of approval of the tentative or vesting tentative map. If, within 30 days following the requirement to dedicate is imposed by the City, the school districts do not offer to enter into a binding commitment with the subdivider to accept the dedication, the requirement shall be automatically terminated. The required dedication may be made any time before, concurrently with, or up to 60 days following the filing of the final map on any portion of the subdivision.

4. Repayment of Costs. Upon accepting the dedication, the school district shall repay to the subdivider, or their successors, the original cost to the subdivider of the dedicated land, plus a sum equal to the total of the following amounts:

a. The cost of any improvements to the dedicated lands since acquisition by the subdivider;

b. The taxes assessed against the dedicated land from the date of the school district's offer to enter into the binding commitment to accept the dedication; and

c. Any other costs incurred by the subdivider in maintenance of such dedicated land, including interest costs incurred on any loan covering such land.

5. Exception. These dedication requirements for public school lands shall not apply to a subdivider who has owned the land being subdivided for more than 10 years prior to the filing of the tentative map.

G. Dedication for Streets. In order to meet the City's transportation goals as described in the Mobility Element of the Policy Plan (General Plan) component of The Ontario Plan, any subdivider or developer of land shall dedicate, or make an irrevocable offer of dedication, of all land within the subdivision or the site that is needed for public streets and alley ways.

1. When Required. The dedication, or irrevocable offer of dedication, of land for streets and alley ways shall be a condition of approval of any tentative tract or parcel map, or vesting map submitted pursuant to Section 4.02.095 (Subdivisions—Tentative Tract and Parcel Maps, and Vesting Maps) of this Development Code, or the approval of any Development Plan

submitted pursuant to Section 4.02.025 (Development Plans) of this Development Code, for the construction, alteration, or enlargement of any building or dwelling, or the establishment of any agricultural, commercial, or industrial land use. Furthermore, an owner, lessee, or agent constructing, altering, or enlarging a building or dwelling, or establishing an agricultural, commercial, or industrial land use, shall provide appropriate street dedication, or make an irrevocable offer of dedication, as a condition of building permit issuance, except that such dedications shall not be required for the following:

a. Any accessory building that does not exceed 1,000 SF of GFA;

b. Any alteration, enlargement, or addition that does not exceed 50 percent of the area of an existing building, dwelling, or land use, not to exceed 2,000 SF of GFA;

c. The installation or construction of walls, fences, or signs;

d. Temporary land uses not exceeding 30 days duration; and

e. Unenclosed agricultural land uses legally established pursuant to Table 5.02-1 (Land Use Matrix) of this Development Code.

2. Rights-of-Way. Street dedications shall include the full right-of-way required for the functional classification of roadway as described in the Mobility Element of the Policy Plan (General Plan) component of The Ontario Plan, and applicable specific plans, and Section 6.08.015 (Subdivision Design) of this Division.

3. Street Design. Streets to be dedicated to the City, as well as any private streets, shall follow the design specifications in Subsection 6.08.015.C (Street Rights-of-Way) of this Division.

H. **Dedication for Pedestrian and Bicycle Paths**. Whenever a subdivider or developer is required to dedicate roadways to the public, a dedication of land may be required to provide bikeways and pedestrian paths for the use and safety of the residents of the subdivision, or to provide bikeways and pedestrian paths as shown in the Mobility Element of the Policy Plan (General Plan) component of The Ontario Plan, any bicycle or pedestrian master plan adopted by the City, or an applicable specific plan.

I. **Dedication for Local Transit Facilities.** In order to provide adequate local transit facilities, whenever a subdivider or developer is required to dedicate roadways to the public, a dedication of land shall be required for local transit facilities, such as bus turnouts, benches, shelters, landing pads, and similar items, that directly benefit the subdivision, or the community as a whole, as required by the Planning Director and/or the City Engineer, and as described in the Mobility Element of the Policy Plan (General Plan) component of The Ontario Plan, or an applicable specific plan. To facilitate a logical phasing of transit facility improvements, the City may require the payment of a fee in lieu of the construction and installation of required improvements.

J. **Improvement of Bridges, Signals, and Thoroughfares.** Pursuant to GC Section 66484 and Section 4.02.025 (Development Plans) of this Development Code, the subdivider or developer shall pay traffic impact fees for the purpose of defraying the actual or estimated cost of constructing major thoroughfares, other citywide transportation improvements or bridges. The City Council shall establish procedures and standards for determining the appropriate fees.

1. Construction, modification, or upgrading of traffic signals and appurtenances may be required as a condition of the approval of any subdivision, land division, development plan, or

use or building permit, if the additional traffic generated by the tract or development, the safety of the traveling public, the increased use of the streets, or other circumstances necessitate the construction.

2. Where the development of a subdivision or other project will be phased over a period time, and, in the opinion of the City Engineer, the full effect of increased burden on the streets will not be realized immediately, the subdivider or developer may be required to deposit a cash amount in the estimated value of the traffic signal improvements ultimately to be made, which sum shall be used at such time as the construction of the signal and appurtenances is warranted. In lieu of a cash deposit, the subdivider or developer may be permitted to post a bond or other surety to guarantee the installation of required traffic signals in a form satisfactory to the City Engineer and City Attorney. The exact amount, details and timing of the deposit and future construction shall be subject to an agreement between the city and the subdivider or developer.

K. **Groundwater Recharge Facilities.** Pursuant to GC Section 66484.5, the subdivider shall pay fees for the purpose of constructing recharge facilities for the replenishment of the underground water supply in that area of benefit. The City Council shall establish procedures and standards for determining the appropriate fees.

L. **Reservations for Other Public Uses.** In addition to the dedications for specific public uses that this Section requires, the subdivider or developer shall reserve land within the subdivision for wells, fire stations, libraries, or other public uses, consistent with the Policy Plan (General Plan) component of The Ontario Plan and applicable specific plans, provided that:

1. Develop in an Orderly and Efficient Manner. The reserved area is of a size and shape that permits the balance of the property within which the reservation is located to develop in an orderly and efficient manner;

2. Feasibility of Development. The amount of land reserved will not make development of the remaining land held by the subdivider economically infeasible; and

3. Consistency with Policy Plan (General Plan). The reserved area shall conform to the Policy Plan (General Plan) component of The Ontario Plan and applicable specific plans, and shall be in such multiples of streets and lots as to permit an efficient division of the reserved area in the event that it is not acquired within the prescribed period. In such an event, the subdivider shall make those changes that are necessary to permit the reserved area to be developed for the intended purpose, consistent with good subdividing practices.

M. **Drainage Facilities and Grading.** Drainage facilities shall be provided and installed as necessary to help protect the lots, parcels, buildings, and structures from flooding, and to minimize flooding of the public streets therein or abutting the property.

1. Facilities shall be designed to minimize the inundation of private properties from storm runoff emanating from a 100-year frequency storm.

2. Public streets shall be protected from flooding from runoffs of a 10-year frequency storm pursuant to City standards or approved equivalent. Protection to higher levels may be required by the City Engineer, dependent upon the degree of flood risk involved, the topography, location, local drainage patterns, and the requirements of the San Bernardino County Flood Control District.

3. Hydrologic and hydraulic calculations and studies for required facilities shall be subject to review and acceptance by the City Engineer and/or Building Official. All grading done in conjunction with the development of a tract or property shall be performed in conformance with the City's building code, the City grading standards, and good engineering practices.

4. On-site and off-site storm drain facilities, and site grading, shall be designed and constructed to prevent undue erosion of the site or off-site properties, and to prevent excessive deposits of mud, silt, or debris upon any public street or easement, or within any channel, storm drain facility, swale, or watercourse. The drainage facilities shall be designed in accordance with the City's drainage master plan, applicable elements of the Policy Plan (General Plan) component of The Ontario Plan, and any applicable specific plan.

N. Sewage Facilities Improvements. Sewer mains, manholes, and appurtenances shall be constructed to serve each subdivision, lot, parcel, building or structure, and individual laterals shall be provided to each lot therein. All such facilities shall be installed prior to the paving of the streets, alleys, or improvement of the easements within the development. Sanitary sewers shall be constructed to the sizes, lines, grades, and design pursuant to City standards, and applicable elements of the Policy Plan (General Plan) component of The Ontario Plan, or any applicable specific plan.

O. Water Supply System Improvements. Water mains, service meters, cross connection control devices, valves, fire protection facilities, and all other appurtenances of the water system shall be provided to the applicable City master plan(s), and water lines, grades, and design shall be pursuant to City standards, and as required by applicable elements of the Policy Plan (General Plan) component of The Ontario Plan, or any applicable specific plan.

P. Underground Utilities and Service Lines. Whenever any tentative tract or parcel map, development project, or map for the reversion of lots to acreage is filed, all electrical, telephone, cable television, and similar wires, cables, services, and appurtenances that provide direct service to the property being subdivided, divided, or developed, shall be installed underground, and all existing facilities providing direct service to the building, structure, or development being added to or rebuilt, shall be underground as a condition precedent to the approval of the tentative tract or parcel map, by the City Council or City Engineer, as applicable.

Q. Development Impact Fees.

1. Prior to the issuance of a building permit for construction on any lot within any subdivision or development project, the applicant for such permit shall pay all development impact fees established by resolution or ordinance of the City.

2. The City Council may authorize by resolution, the imposition of development impact fees that are less than the maximum fees, to encourage the development of undeveloped and underdeveloped properties within the "Old Model Colony" area of the City.

3. Where it is determined that the public interest would be served by such an agreement, the City Manager is hereby authorized to negotiate and execute agreements on behalf of the City, in order to provide credits to a project applicant against certain development impact fees, in exchange for the applicant's construction and dedication of public improvements on those reasonable terms and conditions as may be negotiated on a case-by-case basis, subject to approval by the City Council.

4. The City Manager is further authorized to negotiate and execute agreements to defer, waive, or reduce any development impact fees imposed upon an applicant for a particular development project, based upon evidence presented by the Applicant, that:

a. The development project will provide a general benefit to the health, safety, morals, and welfare of the citizens of the City, and will not only be of special benefit to the project applicant;

b. Other properties to be benefitted by any development impact fee will not be unfairly burdened by the delay, reduction, or waiver of said development impact fee; or

c. Deferral, waiver, or reduction in development impact fees will result in a more fair funding arrangement, and in the case of waiver or reduction, the owner will receive insufficient or no benefit from the development impact fee imposed, and would, therefore, be required, if the fee(s) were imposed in full, to pay more than their fair share for the benefit received.

5. The required findings (Subparagraphs 4.a through c, above) and any resulting agreement(s) to defer, waive, or reduce any development impact fee(s) shall be subject to approval by the City Council.

R. Condemnation Proceedings. When any dedication, improvement or design is required by the City Engineer, and the subdivider or developer does not have full control of the land required in connection with the dedication, improvement or design, and condemnation proceedings are necessary as determined by the City, the subdivider or developer shall pay all necessary and reasonable costs involved in the condemnation or acquisition including, but not limited to, appraisal and court costs.

6.08.040: Improvement Plans and Security

A. Design of Improvement Plans.

1. Following approval of a development project, tentative tract or parcel map, or vesting tentative map, and prior to the submission of any final map or parcel map, the subdivider or developer shall prepare and submit complete sets of improvement plans and cost estimates for any improvement(s) required.

2. The acceptance of all required improvement plans by the City Engineer shall be a prerequisite to the approval of the final map or parcel map, and in the case of a development project, shall be prerequisite to the issuance of any building permit.

3. All public or private improvement plans, profiles, descriptions, studies, calculations, notes, surveys and drawings required pursuant to this Division shall be provided at no expense to the City and shall be prepared pursuant to the requirements of this Section and as required by the City Engineer.

4. Construction plans for street, alley, drainage, sewer, and water improvements, traffic signals, and streetlights, and for any other required improvements, shall be drawn on standard City mylar film, in indelible ink, and shall be filed with the City Engineer for checking and review prior to their acceptance. All maps, sketches, descriptions, estimates, plans and other

drawings and items required to fulfill the requirements of this Division shall also be provided in the form, content, number, and details as specified by the City Engineer.

5. The plans and profiles of all required and proposed public and private improvements in a subdivision or development plan shall be furnished to the City Engineer and shall be ready for acceptance before a final map of the subdivision or the development plan is presented to the Approving Authority for approval.

6. No construction work shall commence on any of the improvements shown on any construction or improvement plans required herein until the plans have been reviewed, approved, and signed by the City Engineer. After acceptance and signature by the City Engineer, all original drawings shall become the property of the City.

B. Application Requirements. The improvement plans shall be prepared by or under the direction of a registered civil engineer licensed by the state of California, and shall show the complete plans, profiles and details for all streets and appurtenances, storm drainage, water systems and fire hydrants, sewers, utilities, grading and all other improvements proposed or necessary, on-site and off-site. They shall meet all the requirements deemed necessary by the City Engineer.

C. Application Review Process.

1. Upon receipt of a complete set of improvement plans, the City Engineer shall cause the plans to be reviewed and return one set to the applicant or their engineer, with the required revisions, if any, marked thereon.

2. When the plans are found to be complete and satisfactory to the City Engineer, the applicant shall submit copies in the number and term deemed necessary by the City Engineer. The copies shall be accompanied by any additional number of complete sets of copies the applicant, their engineer, and contractors may require, to be noted as approved by the City Engineer.

D. Acceptance by City Engineer.

1. Upon finding that all required revisions have been made, all required fees have been paid, and the plans conform to all applicable City ordinances, standards, and conditions of approval imposed upon the tentative map or development plan, the City Engineer shall accept the improvement plans.

2. Pursuant to GC Section 66456.2, the City Engineer shall act within 60 days of receiving the preliminary improvement plans and calculations, except that at least 15 days shall be provided for processing any resubmitted improvement plan. The period of 60 days shall not include any days during which the improvement plans have been returned to the subdivider for corrections or have been subject to review by any party other than the City or a private entity contracted by the City.

3. The City Engineer's acceptance of improvement plans shall not relieve the subdivider or developer of responsibility for the design of the improvements and for any deficiencies in the improvements.

E. Permit Required. The subdivider or developer shall not commence work on any portion of improvements prior to the issuance of an encroachment permit and payment of applicable

permit and inspection fees. The City Engineering Department shall be notified in advance of commencement of any portion of the work.

F. Construction of Improvements.

1. All construction methods and materials for improvements shall conform to the approved improvement plans, the requirements of the applicable construction permit, and any other applicable City standards and requirements.

2. All construction of improvements is subject to inspection by the City Engineer. The subdivider and/or developer shall notify the City Engineer before beginning the construction of any improvements. The City shall always have full access to the improvement work during its construction.

G. Completion of Improvements/Subdivision Improvement Agreement.

1. If any public improvement required with the approval of a subdivision will not be completed and accepted pursuant to Section 6.08.035 Dedications and Improvements) of this Division, prior to approval of the final map, the subdivider, at their expense, shall enter into a Subdivision Improvement Agreement as a condition precedent to approval of the final map, to complete the public improvements. Performance of the Subdivision Improvement Agreement shall be guaranteed by the security specified in Subsection I (Improvement Security) of this Section, and GC 66499 et seq.

2. A subdivision improvement agreement shall be prepared by the City Engineer in a form approved by the City Attorney, and shall provide for the following:

a. Construction of all improvements shall be as set forth in the approved plans and specifications;

b. The maximum period within which all improvements shall be completed to the satisfaction of the City Engineer;

c. Provisions for inspection of all improvements by the City Engineer and payment of fees by the subdivider for the cost of such inspection and all other incidental costs incurred by the City in enforcing the agreement;

d. If the subdivider fails to complete the work within the specified period of time, or any extended period of time that may have lawfully been granted to the subdivider, the City may, at its option, complete the required improvement work and the subdivider and their surety shall be firmly bound, under a continuing obligation, for payment of the full cost and expense incurred or expended by the City in completing such work, including interest from the date of notice of said cost and expense until paid;

e. In the event of litigation occasioned by a default of the owner or subdivider, his successors or assignees, the owner or subdivider, their successors or assignees will pay all costs involved, including reasonable attorney's fees, and that the same may be recovered as part of a lien against the real property; and

f. Additional terms or provisions, as may be necessary, pertaining to the forfeiture, collection, and disposition of improvement security upon the failure of the contracting

party to comply with the terms and provisions thereof or with the terms and provisions of this Development Code.

3. A subdivision improvement agreement shall be valid for a period specified in the agreement, but not to exceed 2 years from the effective date of the agreement.

a. The term of a subdivision improvement agreement may be extended at the discretion of the City Engineer.

b. A subdivision improvement agreement shall not only bind the present subdivider, but also all heirs, successors, executors, administrators, and assignees, so that the obligation runs with the real property. All agreements shall be executed by all those parties executing the final or parcel map.

H. Inspection of Improvements.

1. The construction of improvements required pursuant to this Division shall be subject to inspection and testing by the City Engineer to ensure compliance with the standards and specifications specified and required by this Division. All work and improvements shall be found to conform to the standards and specifications as a condition of the City's acceptance and release of any improvement securities held therefor.

2. No construction shall commence or continue without arrangements first having been made with the City Engineer for inspection. The City Engineer and his authorized representatives shall have the right to stop any work, refuse to inspect any work, or reject any or all work and construction if it is found that the work is unauthorized, is unsafe in any way to the workers or the public, is inferior in materials or workmanship, was performed without inspection, or does not meet or comply with city standards, specifications, or city-approved construction plans. Reasonable access to the construction and work shall be provided at all times so that full knowledge of the progress, workmanship, and character of the materials used in the work can be gained.

3. Upon completion of the required improvements, the subdivider or developer shall apply in writing to the City Engineer for preliminary final inspection. The City Engineer shall conduct a preliminary final inspection and prepare a deficiency list, noting all additional work to be performed and deficiencies in existing work to be corrected. The City Engineer shall provide a copy of the deficiency list to the subdivider or developer. If there are an excessive number of deficiencies or missing improvements, the City Engineer may choose to postpone the inspection.

4. After the subdivider or developer has corrected all of the items on the deficiency list, the subdivider or developer shall apply to the City Engineer for final inspection. The City Engineer shall conduct a final inspection and verify that the items on the deficiency list have been corrected. Upon verification, and after receiving record drawings (improvement plans), the City Engineer shall accept the improvements and issue a notice of completion to the subdivider or developer.

5. The City Engineer's acceptance of improvements shall not relieve the subdivider or developer of responsibility for correcting any deficiency that subsequently is discovered.

I. Improvement Security. Performance of a subdivision improvement agreement required pursuant to Subsection G (Completion of Improvements/Subdivision Improvement Agreement) of this Section shall be guaranteed by the security specified herein and GC Section 66499 et seq.

Any public improvement required with the approval of the Development Plan submitted pursuant to Section 4.02.025 (Development Plans) of this Development Code, at the discretion of the City Engineer, shall be guaranteed by the security specified herein.

1. Acceptable Forms of Required Improvement Security. Improvement securities shall be posted as a guarantee of the performance of any act, improvement, or obligation required as a condition of approval of any final map or parcel map, parcel map waiver, lot line adjustment, lot merger or development project. Unless otherwise provided herein, all such improvement securities shall be provided in one of the following forms, subject to approval and acceptance by the City Engineer and City Attorney:

a. *Bonds by Authorized Corporate Sureties.* One or more bonds by one or more duly authorized corporate sureties substantially in the form prescribed by the Subdivision Map Act, and subject to approval and acceptance by the City Attorney and City Council;

b. *Negotiable Bonds or a Letter of Credit.* A deposit with the City of immediately negotiable bonds or a letter of credit; or

c. *Cash and/or Negotiable Bonds of The Kind Approved for Securing Deposits of Public Moneys*. A deposit with the City or a responsible escrow agent or trust company, at the option of the City, of cash and/or negotiable bonds of the kind approved for securing deposits of public moneys; or

d. *Lien or Other Security Interests.* Any other form of security, including a lien or other security interests in real property, which the City Engineer and the City Attorney may, in their discretion, allow; provided, they determine that it is equivalent to the foregoing forms of security in terms of security and liquidity. Any written contract or document creating security interests shall be recorded in the Office of the County Recorder. From the time of recordation, a lien shall attach to the real property described therein, which shall have the priority of a judgment lien in the amounts specified.

2. Required Security Amounts.

a. *Performance and Guarantee*. The subdivider or developer shall provide an amount determined by the City Engineer, up to 100 percent of the total estimated cost of the improvement to be performed, including costs and fees incurred by the City. The estimated cost of improvement shall include a 10 percent contingency and a 10 percent increase for projected inflation computed to the estimated mid-point of construction; and

b. *Payment.* The subdivider or developer shall provide an amount determined by the City Engineer, up to 100 percent of the total estimated cost of the improvement to be performed, excluding grading and monumentation.

3. Release of Improvement Security. Improvement security may be released upon the final completion and acceptance of the act or work by the City Engineer; provided, however, such release shall not apply to the amount of security deemed necessary by the City Engineer for the guarantee and warranty period, nor to costs and reasonable expense fees, including reasonable attorney's fees incurred by the City in enforcing any improvement agreement. The subdivider or developer shall not be entitled to any reduction in security, except pursuant to Paragraph 4 (Partial Release of Improvement Security), below, until all improvements have been completed to the satisfaction of, and have been accepted by, the City Engineer.

4. Partial Release of Improvement Security. A partial release of performance security may be requested in writing from the Engineering Department. The portion of the performance security, in conjunction with the satisfactory completion of a part of the improvements as the work progresses, may be released upon the approval of the City Engineer, subject to the following:

a. No release shall be considered until at least 50 percent of the improvements are completed;

b. No release shall be considered for an amount less than 10 percent of the original total improvement security given for performance and guarantee;

c. An amount of up to 200 percent of the revised estimated construction cost for the remaining required improvements shall be required for the substitute security (or the remaining security);

d. The City Engineer is responsible for reviewing all applications and shall determine the amount of substitute security required in accordance with Subparagraph I.4.c, above; and

e. The original performance security may be released only upon receiving the proper substitute security, which has been determined acceptable by the City Attorney and the City Engineer.

J. Completion of Improvements.

1. Public improvements required as a condition of approval shall be completed pursuant to this Division unless they are deferred pursuant to Subsection K (Deferred Improvements) of this Section. The City Engineer shall review and approve any improvement agreement, conduct an inspection, and approve any constructed public improvement necessary to satisfy this provision, with the City Council delegating final approval to the City Engineer of any agreement or acceptance of any completed public improvement.

2. Once begun, public improvements for a final tract or parcel map, or development plan when required, shall be constructed to completion without interruption. The subdivider or developer shall exercise due diligence to ensure that this provision is met to the satisfaction of the City Engineer. Construction and inspection of public improvements shall be governed by City standards and the requirements of any applicable permit.

3. Notwithstanding any applicable agreement, the construction and maintenance of any public improvement is the responsibility of the subdivider or developer and shall remain so until such time that the City Council accepts the completed public improvements.

4. Upon acceptance of a public improvement, the City Engineer shall provide a notice of completion for that public improvement and shall release applicable securities for that public improvement. This action shall serve to transfer ownership and maintenance responsibility of the public improvement from the subdivider or developer to the City, and to provide full acceptance of the applicable dedication or easement, which acceptance had been contingent upon completion and acceptance of public improvements within said dedication or easement, subject to the terms of any applicable agreement.

K. Deferred Improvements. The Approving Authority for a tentative map or parcel map shall be responsible for approving any request for the deferred construction of on-site and off-site

improvements required by a tentative map or parcel map. The City Attorney shall approve the form and content of all deferred improvement agreements prior to the City accepting the document.

6.08.045: Common Interest Subdivisions

A. Purpose. The purpose of this Section is to establish criteria for the establishment of common interest subdivisions. For the purposes of this Section, the term "common interest subdivision" means a community apartment, condominium, planned development, or stock cooperative.

B. Applicability. The herein prescribed regulations shall be implemented in conjunction with the establishment of any common interest subdivision in the City.

C. Common Interest Subdivisions are Exempt from Minimum Lot Area and Building Setback Requirements. Common interest subdivisions shall be exempt from the minimum lot area and building setback regulations applicable to individually numbered and/or lettered lots identified on a tract or parcel map, excepting one-lot subdivisions. For the purposes of a common interest subdivision, any minimum lot area requirement shall be applied to the overall area of the common interest subdivision. Furthermore, any minimum building setback requirement shall only be applied to the exterior boundary of the common interest subdivision.

D. Recordation of a Tract or Parcel Map is Required. The establishment of a common interest subdivision shall require the approval and recordation of a tract or parcel map pursuant to the provisions of the Subdivision Map Act (commencing with GC Section 66410), Section 4.02.100 (Subdivisions—Tentative Tract and Parcel Maps, and Vesting Maps) and Section 4.03.030 (Final Maps and Parcel Maps) of this Development Code, and all applicable requirements of this Division.

E. Recordation of Covenants, Conditions, and Restrictions (CC&Rs). Covenants, conditions, and restrictions, if required, shall be recorded concurrently with the final map or parcel map, required pursuant to Subsection D (Recordation of a Tract or Parcel Map is Required), above, in the office of the San Bernardino County Recorder.

1. The purpose of the covenants, conditions, and restrictions is to guarantee compatibility and coordination of all lots or units within a common interest subdivision in terms of access, parking, landscaping, recreation facilities, open space, property and landscape maintenance, and architecture. Furthermore, the covenants, conditions, and restrictions shall establish a property owner (or homeowner) association for the purpose of maintaining common areas and facilities, enforcement of the covenants, conditions, and restrictions, regulation of operations and uses within the development, and ensuring continued architectural and landscaping compatibility within the development.

2. The covenants, conditions, and restrictions shall be subject to approval and acceptance by the Planning Director and City Engineer prior to recordation. Furthermore, the City may be required to be a non-voting member of the association and maintain the right of enforcement of the covenants, conditions, and restrictions.

3. The covenants, conditions, and restrictions shall include the establishment of a specific methodology or procedure for enforcement of its provisions by the City, if adequate maintenance of the development does not occur. Such procedures may include, but is not

limited to, granting the City the right of access to correct maintenance issues and assess the property owner (or homeowner) association for all costs incurred by the City.

F. Recordation of a Condominium Plan. The establishment of a condominium shall require the approval of a Condominium Plan by the City and the recordation of said Condominium Plan in the office of the San Bernardino County Recorder, prior to the sale of the first dwelling unit.

6.08.050: Conversion to a Residential Common Interest Project

This Section shall apply to the conversion of any existing residential real property to a common interest project, including condominium, community apartments, stock cooperative project, or any other similar form of common ownership, except conversion projects for which a final or parcel map has been approved prior to the effective date of this Development Code, or where the conversion involved a limited equity housing cooperative as defined in HSC Section 33007.5. All provisions, conditions, and further definitions of condominium development, as included in the California Civil Code, shall apply to the divisions of real property as permitted herein.

A. Purpose. The purpose of this Section regulating conversions to a residential common interest project is as follows:

1. Establish criteria for the conversion of existing single-family and multiple-family rental housing to community apartments, condominiums, planned developments, or stock cooperatives;

2. Ensure that converted housing achieves high quality appearance and safety, and is consistent with the goals and policies of The Ontario Plan;

3. Endeavor to maintain a reasonable balance of ownership and rental housing within the City, and a variety of housing choices of varying tenure, type, price, and location;

4. Ensure that the purchasers of community apartments, condominiums, planned developments, or stock cooperatives converted from existing rental housing stock have been properly informed as to the physical condition of dwellings offered for purchase; and

5. Ensure compliance with all requirements of applicable development, building, fire codes, plumbing, and electrical codes, and other applicable State and local laws and regulations, in effect at the time of filing of the tentative subdivision maps for conversion.

B. Applicability. Any conversion to a residential common interest project, including a community apartment, residential condominium, residential planned development, or residential stock cooperative, shall be subject to all applicable provisions of the Subdivision Map Act (commencing with GC Section 66410), the requirements of this Section, and all other applicable requirements of this Development Code and the Ontario Municipal Code.

C. Application Requirements. A residential common interest project conversion request shall consist of the following:

1. Subdivision Application. A subdivision application as required by Section 4.02.100 (Subdivisions—Tentative Tract and Parcel Maps, and Vesting Maps) of this Development Code.

2. Physical Elements Report. A report on the physical elements of all structures and facilities shall be submitted with the tentative or vesting tentative map. The report shall include, but not is limited to, the following:

a. Architect's or Engineer's Report. A report by a licensed architect or engineer detailing the structural condition of all elements of the property, including foundations, electrical, plumbing, utilities, walls, ceiling, windows, recreational equipment, parking facilities, appliances, and fixtures. The report shall state, to the best knowledge or estimate of the applicant, the following:

(1) When the element was constructed or installed;

(2) The condition of each element;

(3) When the element was replaced;

(4) The approximate condition of each element;

(5) Any variation or non-compliance of the element from this Development Code and the Building Code in effect on the date the last building permit was issued for the subject structure;

(6) The approximate date upon which the application for conversion was filed and accepted by the city; and

(7) The report shall identify any defective or unsafe elements and set forth the proposed corrective measures to be employed.

b. Pest Control Report. A report from a licensed structural pest control operator, approved by the city, on each structure and each unit within the structure.

c. Soils and Geological Hazard Reports. Soils and geological hazard reports prepared pursuant to Section 6.08.025 (Reports) of this Division, regarding soil deposits, rock formations, faults, groundwater, landslides, and liquefaction within the vicinity of the project, and a statement regarding any known evidence of soil problems relating to the structures. Reference shall be made to any previous soils reports for the site and a copy submitted with the report.

d. Repairs and Improvements Report. A statement of repairs and improvements to be made by the subdivider necessary to refurbish and restore the project to achieve a high degree of appearance and safety.

e. Notice to Tenants. The subdivider shall supply proof of all written notices as required by the Subdivision Map Act for conversion projects, as listed in Subsection E (Notice to Tenants) of this Section.

f. Plans and Information. The subdivider shall provide plans, maps, reports, special studies, exhibits, and any other information deemed necessary by the City to process the conversion, as identified on the applicable City application forms.

g. Proposed Declaration. The subdivider shall provide a proposed declaration, as required by CC Section 1353. The declaration shall include an agreement for the

creation of an association responsible for common area maintenance, a clear designation of parking and signage rights, and a method for resolving differences.

h. Development Plan Application Required. The developer shall submit a Development Plan application for approval of the conversion pursuant to Section 4.02.030 (Development Plans) of this Development Code.

D. Procedures.

1. Notification and Hearing Requirements. A final subdivision map creating a community apartment, condominium, planned development, or stock cooperative from the conversion of rental housing units, unless the subdivider shows that the following notification procedures have been fulfilled:

a. Each of the tenants or prospective tenants of the proposed community apartment, condominium, planned development, or stock cooperative project has received or will receive each of the notices included in the Subdivision Map Act (commencing with GC Section 66410), including the following:

(1) Written notification pursuant to GC Section 66452.8 and GC Section 66452.9, of intention to convert, provided at least 60 days prior to the filing of a tentative map;

(2) Written notification at least 10 days prior to the date of the public hearing at which the Approving Authority will review the Conditional Use Permit for the requested conversion in compliance with GC Section 65090 and GC Section 65091. Notice shall also be mailed to the owner of the subject property, as well as all property owners within 300 FT of the subject property, as shown on the last equalized tax assessor roll. In addition, a notice of public hearing shall be published at least once in a newspaper of general circulation at least 10 days prior to the hearing;

(3) Written notification pursuant to GC Section 66427.1(a) that each tenant shall receive a 10-day notice that a final public report will be, or has been, submitted to the Department of Real Estate, that the period for each tenant's right to purchase begins with the issuance of the report, and that the report will be available from the City, upon request;

(4) Written notification that the subdivider has received the public report from the Department of Real Estate. This notice shall be provided within 5 days after the date that the subdivider receives the public report from the Department of Real Estate;

(5) Written notification within 10 days following approval of a final map for the proposed conversion;

(6) Upon approval of a final map for the proposed conversion, written notification shall continually be delivered to all prospective tenants prior to execution of a rental agreement using the form in GC Section 66459(a). Failure to do so will not be grounds to deny the conversion, but will require the subdivider to pay each prospective tenant who was entitled to that notice, an amount as indicated in GC Section 66459(f);

(7) Written notification pursuant to GC Section 66452.11 shall be provided to all affected tenants at least 180 days prior to termination of tenancy due to the conversion or proposed conversion, but not before the City has approved a tentative map for the conversion. The notice given pursuant to this subparagraph shall not alter or abridge the rights or

obligations of the parties in performance of their covenants, including, but not limited to, the provision of services, payment of rent, or the obligations imposed by CC Section 1941, 1941.1, and 1941.2; and

(8) Notice of an exclusive right to contract for the purchase of a tenant's respective unit upon the same terms and conditions that the unit will be initially offered to the general public, or terms more favorable to the tenant. The exclusive right to purchase shall commence on the date the subdivision public report is issued, as provided in BPC Section 11018.2, and shall run for a period of not fewer than 90 days, unless the tenant gives prior written notice of their intention not to exercise the right. Notice shall be given using the form included in GC Section 66452.12(b).

b. If a rental agreement was negotiated in a language other than English, all required written notices regarding the conversion of residential real property into a community apartment, condominium, planned development, or stock cooperative project shall be issued in that language.

2. Division of Airspace Not Required. A map of a community apartment, condominium, planned development, or stock cooperative project need not show the buildings or the manner in which the buildings or the airspace above the property shown on the map are to be divided. The City does not have the right to refuse approval, of a conversion project (tentative or final map, or parcel map), based upon the manner in which the airspace is divided or any of the provisions listed in GC Section 66472.

3. Limitation on the Number of Rental Housing Units Converted Within a Current Calendar Year. The conversion of rental housing units to a community apartment, condominium, planned development, or stock cooperative, shall not result in the conversion of more than 5 percent of the potentially convertible rental units in the City during any current calendar year.

E. Notice to Tenants.

1. Tenant Notifications. The developer shall notify current and potential tenants according to Paragraph D.1 (Notification and Hearing Requirements) of this Section and the Subdivision Map Act.

2. Tenant Rights.

a. *Tenants Right to Purchase.* As provided in GC Section 66427.1(b), any present tenant or tenants of any housing unit shall be given a nontransferable right of first refusal to purchase the unit occupied at a price no greater than the price offered to the general public. The right of first refusal shall extend for at least 60 days from the date of issuance of the subdivision public report pursuant to BPC Section 11018.2, unless the tenant gives prior written notice of his intent not to exercise the right.

b. *Vacation of Units.* Each tenant that does not purchase a housing unit, and is not in default under the obligations of the rental agreement or lease under which they occupy the unit, shall have no fewer than 180 days from the date of receipt of notification from the owner of their intent to convert, or from the filing date of the final map, whichever date is later, to find substitute housing and to relocate. Tenants shall have the right to terminate leases at any time after receiving the notice.

c. *Increase in Rents.* From the date of submittal of the tentative or vesting tentative map, until the sale of the unit, no tenant's rent shall be increased more frequently than once every 12 months, at a rate no greater than the Consumer Price Index, as compiled by the Federal Bureau of Labor Statistics. This limitation shall not apply if rent increases are provided for in leases or contracts in existence prior to the filing date of the tentative map.

d. *Notice to New Tenants.* After submittal of the application to convert, any prospective tenant shall be notified in writing by the developer of the intent to convert prior to leasing or renting any unit and shall not be subject to the provisions of Subparagraph E.2.c (Increase in Rents) of this Section.

e. *Senior Citizens, the Handicapped, and the Disabled.* The developer shall be required to retain ownership of units occupied at the time of filing of the tentative map by senior citizens (persons 62 years of age or older) or the handicapped (as defined by HSC Section 50072) or the disabled (as defined by 42USC423), for a period of one year from the date of approval by the Approving Authority.

F. Standards for Conversion.

1. Building and Physical Standards.

a. The community apartment, condominium, planned development, or stock cooperative conversion project, and all individual units and common areas contained therein, shall comply with all applicable existing and current development, building (including energy conservation and sound transmission), fire, and subdivision requirements, unless legally nonconforming.

b. The community apartment, condominium, planned development, or stock cooperative conversion project shall comply with all applicable provisions of Ontario Municipal Code Chapter 11 (Security Standards for Building).

c. The consumption of gas, electricity and water within each unit shall be separately metered so that the unit owner can be separately billed for each unit. Each unit shall have its own panel, or access thereto, for all electrical circuits that serve the unit. The requirements of this subsection may be waived where the Approving Authority finds that full compliance with this provision would not be practicable and the developer submits an alternative plan approved by the Approving Authority.

d. The electrical, plumbing, mechanical, fire, and life safety systems of the structure shall be placed in a condition of good repair and maintenance.

e. The buildings and facilities shall be upgraded to meet the requirements of Ontario Municipal Code Title 5, Chapter 29 (Noise). The Approving Authority may require additional insulation or other upgrades to reduce noise to an acceptable level.

f. The developer shall dedicate land or easements for street widening, public access, or other public purposes in connection with the project, where determined necessary by the Approving Authority and in conformance with this Development Code.

g. All on-site and adjacent overhead utility service lines and poles shall be converted to an underground system consistent with the requirements of this Development Code.

h. All main buildings, structures, fences, patio enclosures, carports, irrigation systems, landscaped areas, accessory buildings, sidewalks, driveways and additional elements as required by the Approving Authority shall be refurbished and restored as necessary, to achieve a high quality appearance and safety.

i. If Development Impact Fees have not previously been paid for the affected residential units, the required fees shall be paid prior to the recordation of the final map, or as otherwise required by City ordinance.

j. The developer shall provide each purchaser with a copy of the below-listed items, prior to executing any purchase agreement or other contract to purchase a unit within the project and shall give the purchaser sufficient time to review the information. Copies of the information shall also be made available at all times at the sales office and a notice indicating that the reports and documentation are available shall be posted on the project site, at locations approved by the Planning Director. In addition, copies of the required reports and documentation shall be provided to the Homeowners Association upon its formation.

(1) Reports and documentation required by Paragraph C.2 (Physical Elements Report) of this Section, in their final form as accepted by the City; and

(2) A copy of the covenants, conditions, and restrictions, and a project maintenance plan.

k. Other conditions may be applied as deemed necessary by the Approving Authority to further the intent of this Section.

2. Securities and Penalties. All improvements and alterations required pursuant to this Section and all other applicable requirements of this Development Code, the Ontario Municipal Code, and the conditions of project approval, shall be made prior to the approval of the final map or parcel map, or upon approval of the Planning Director, City Engineer, and Building Official, and a deposit paid to the City pursuant to Division 2.06 (Performance Guarantees), to assure the completion of all required work prior to the closing of escrow on any unit within the project. The deposit shall be accompanied by an agreement by the developer, and owner of the project if different from the developer, in a form to be approved by the city attorney, guaranteeing completion of the work.

G. Findings. The Approving Authority, prior to approving a tentative tract or parcel map, or a Conditional Use Permit, for the conversion of rental housing units to a common interest project, including a community apartment, residential condominium, residential planned development, or residential stock cooperative, shall find and clearly establish the following findings:

1. Not Detrimental. All provisions of this Section have been met and the project will not be detrimental to the health, safety, or welfare of the community;

2. Consistency with The Ontario Plan. The proposed conversion is consistent with the Vision, City Council Priorities, and Policy Plan (General Plan) components of The Ontario Plan;

3. Conformity with Title. The proposed conversion conforms to all applicable requirements of this Development Code; and

4. Housing Diversity. The proposed conversion of rental housing units to a community apartment, condominium, planned development, or stock cooperative, will not have an adverse effect on the diversity of housing types available in the City.

6.08.055: Conversion to a Nonresidential Common Interest Project

This Section shall apply to the conversion of any existing nonresidential real property to a common interest project, such as condominiums or any other similar form of common ownership, except conversion projects for which a final or parcel map has been approved prior to the effective date of this Development Code. All provisions, conditions, and further definitions of condominium development, as included in the California Civil Code, shall apply to the divisions of real property as permitted herein.

A. Purpose. The purpose of this Section is to provide a legal process for the conversion of existing nonresidential buildings to a common interest ownership, such as a condominium, so as to protect both the community and the purchasers of units within a common interest project. This Section provides regulations to ensure adequate and safe building design and maintenance for all industrial and commercial common interest conversions, in order to achieve this goal.

B. Applicability. Any conversion to a nonresidential common interest project shall be subject to all applicable provisions of the Subdivision Map Act (commencing with GC Section 66410), the requirements of this Section, and all other applicable requirements of this Development Code and the Ontario Municipal Code.

C. Application Requirements. A request for the approval of a parcel map for a nonresidential common interest project conversion, shall be accompanied by the following items:

1. Subdivision Application. A subdivision application as required by Section 4.02.100 (Subdivisions—Tentative Tract and Parcel Maps, and Vesting Maps) of this Development Code.

2. Physical Elements Report. A physical elements report shall be submitted for each structure and/or facility, as described in Paragraph C.2 (Physical Elements Report) of Section 6.08.045 (Conversion to a Residential Common Interest Project) of this Division.

3. Notice to Tenants. Proof of all written notices required by the Subdivision Map Act for conversion projects, as listed in Subsection E (Notice to Tenants) of Section 6.08.045 (Conversion to a Residential Common Interest Project) of this Division.

4. Plans and Information. Provide plans, maps, reports, special studies, exhibits, and any other information deemed necessary by the City to process the conversion, as identified on the applicable City application forms.

5. Proposed Declaration. Provide a copy of the declaration required by CC Section 1353. The declaration shall include an agreement for the creation of an association responsible for common area maintenance, a clear designation of parking and signage rights, and a method for resolving differences.

6. Development Plan Application Required. The developer shall submit a Development Plan application for approval of the conversion pursuant to Section 4.02.030 (Development Plans) of this Development Code.

D. Procedures.

1. Acceptance of Reports. The final form of the reports and other documents required under Subsection C (Application Requirements) of this Section shall be as approved by the City. The reports, in their accepted form, shall remain on file with the City for review by the public. The subdivider shall provide each purchaser with a copy of the reports in their final, accepted form.

2. Inspection. In conjunction with the filing of a nonresidential common interest project conversion request, the subdivider shall request that an inspection of the premises be made by the Building Official and the City Engineer. The inspection shall include structures, common areas, site improvements, public improvements, and all other related facilities. A deficiency list shall be compiled during the inspection, which lists all necessary corrections required to conform to the requirements of this Section and all other applicable codes and ordinances.

3. Corrective Work. Upon completion of the inspection required pursuant to Paragraph D.2 (Inspection), above, a copy of the deficiency list shall be transmitted to the subdivider. All deficiencies shall be corrected to the satisfaction of the City prior to filing a final map or parcel map. When plans for corrective work are required, they shall be as approved by the appropriate city official, prior to the filing of the final map or parcel map.

4. Payment of Inspection Fees. The City shall charge the usual fees, if applicable, or an hourly fee for the inspection and processing according to an estimated actual hourly cost to the city. The owner shall post a cash deposit in an amount equal to the estimated cost of inspection. The deposit will be applied toward the inspection fee, with any refund or balance due to be resolved before the approval of the final map by the Approving Authority. Any unpaid balances shall be paid prior to recordation of the final map.

E. Standards for Conversion.

1. Building and Physical Standards.

a. Building Regulations. The project shall conform to the applicable standards of the City's Building Code that was in effect at the time the last building permit was issued for the affected structures.

b. Fire Prevention. Each unit shall be provided with a fire-warning system conforming to the City's Building Code. All fire hydrants, fire alarm systems, portable fire extinguishers and other fire protective appliances shall be retained in an operable condition at all times.

c. Sound Transmission.

(1) *Vibration Transmission.* All permanent mechanical equipment, such as motors, compressors, pumps, compactors, or any item determined by the Building Official to be a source of structural vibration or structural-borne noise shall be vibration-isolated with inertia blocks or bases, or vibration isolator springs, in a manner approved by the Building Official.

(2) *Noise Standards.* The structures shall conform to all interior and exterior sound transmission standards of CCR Title 24, the City's Building Code, and the requirements of Ontario Municipal Code Chapter 29 (Noise). The Approving Authority may require additional insulation or other upgrades to reduce noise to an acceptable level.

d. Utility Metering. Each unit shall be separately metered for gas, electricity and water, unless the covenants, conditions, and restrictions provide for the property owner association to take responsibility for these utilities.

e. Landscape Maintenance. All landscaping shall be restored, or new landscaping shall be installed, to achieve a high degree of appearance and quality pursuant to Division 6.05 (Landscaping) of this Development Code. Provisions shall be made within the declaration required pursuant to Paragraph C.5 (Proposed Declaration) of this Section, for continuing maintenance of all landscaped areas. Existing landscaping is subject to review and approval by the Approving Authority. If new landscaping is proposed, the design of all landscaping is subject to review and approval by the City.

f. Off-Street Parking and Loading. Off-street parking and loading shall be provided pursuant to the requirements of Division 6.03 (Off-Street Parking and Loading) this Development Code, for allowed commercial and industrial land uses, as applicable.

g. Refurbishing and Restoration of Improvements. Each main building, structure, fence, accessory building, sidewalk, driveway, landscaped area, utilities, and additional element as required by the department shall be refurbished and restored as necessary to achieve a high degree of appearance, quality and safety. The refurbishing and restoration is subject to review and approval by the department.

h. Building Security Standards. Each unit shall comply with all applicable provisions of Ontario Municipal Code Chapter 11 (Security Standards for Building).

i. Dedication of Land and Easements. The developer shall dedicate land or easements for street widening, public access, or other public purposes in connection with the project, where determined necessary by the Approving Authority, and in conformance with this Development Code.

j. Undergrounding of Overhead Utilities. All on-site and adjacent overhead utility service lines and poles shall be converted to an underground system consistent with the requirements of this Development Code.

k. Copies of Reports and Documentation to be Provided to New Property Owners. The developer shall provide each purchaser with a copy of the below-listed items, prior to executing any purchase agreement or other contract to purchase a unit within the project and shall give the purchaser sufficient time to review the information. In addition, copies of the required reports and documentation shall be provided to the Property Owner Association upon its formation.

(1) Reports and documentation required by Paragraph C.2 (Physical Elements Report) of this Section, in their final form as accepted by the City; and

(2) A copy of the covenants, conditions, and restrictions.

l. Additional Conditions. Additional conditions may be applied as deemed necessary by the Approving Authority to further the intent of this Section.

2. Securities and Penalties. All improvements and alterations required pursuant to this Section and all other applicable requirements of this Development Code, the Ontario Municipal Code, and the conditions of project approval, shall be made prior to the approval of the final

map or parcel map, or upon approval of the Planning Director, City Engineer, and Building Official, and a deposit paid to the City pursuant to Division 2.06 (Performance Guarantees), to assure the completion of all required work prior to the closing of escrow on any unit within the project. The deposit shall be accompanied by an agreement by the developer, and owner of the project if different from the developer, in a form to be approved by the city attorney, guaranteeing completion of the work.

F. **Findings.** The Approving Authority may not approve a request for a conversion to an industrial or commercial common interest project, unless it finds and clearly establishes that the proposed conversion conforms to the requirements of this Section, and is consistent with the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan, and all other applicable requirements of this Development Code and the Ontario Municipal Code.

6.08.060: Urban Lot Splits

A. **Purpose.** The purpose of this Section is to allow and appropriately regulate Urban Lot Splits pursuant to GC Section 66411.7.

B. **Definition**. For the purposes of this Section, the term "Urban Lot Split" shall mean the subdivision of an existing, legally subdivided lot into two lots pursuant to the requirements of this Section.

C. **Application**.

1. Only individual property owners may apply for an Urban Lot Split. "Individual property owner" means a natural person holding fee title individually or jointly in the person's own name or a beneficiary of a trust that holds fee title. "Individual property owner" does not include any corporation or corporate person of any kind (partnership, LP, LLC, C corporation, S corporation, etc.) except for a community land trust (as defined by Revenue and Taxation Code Section 402.1(a)(11)(C)(ii)) or a qualified nonprofit corporation (as defined by Section 214.15).

2. An application for an Urban Lot Split shall be submitted on a City application form. Only a complete application will be considered. The City will inform the applicant in writing of any incompleteness within 30 days following application submittal.

3. The City may establish a fee to recover its costs for adopting, implementing, and enforcing this Section of the Development Code, pursuant to applicable law. The City council may establish and change the fee by resolution. The fee shall be paid with the application.

D. **Approval**.

1. An application for a parcel map for an Urban Lot Split is approved or denied ministerially, by the City Engineer, without discretionary review.

2. A tentative parcel map for an Urban Lot Split shall be approved ministerially if it complies with all the requirements of this Section. The tentative parcel map may not be recorded. A final parcel map shall be approved ministerially as well, but not until the owner demonstrates that all required documents have been recorded, such as the deed restriction and easements. The tentative parcel map shall expire 3 months following approval.

3. The approval shall require the owner and applicant to hold the City of Ontario harmless from all claims and damages related to the approval and its subject matter.

4. The approval shall require the owner and applicant to reimburse the City for all costs of enforcement, including attorneys' fees and costs associated with enforcing the requirements of this Development Code.

E. Requirements. An Urban Lot Split shall satisfy each of the following requirements:

1. Subdivision Map Act Compliance.

a. The Urban Lot Split shall conform to all applicable objective requirements of the Subdivision Map Act (GC Section 66410 et seq., "SMA"), including implementing requirements in this Development Code, except as otherwise expressly provided in this Section.

b. If an Urban Lot Split violates any part of the SMA, the City's subdivision regulations, including this Section, or any other legal requirement:

(1) The buyer or grantee of a lot that is created by the Urban Lot Split has all the remedies available under the SMA, including but not limited to an action for damages or to void the deed, sale, or contract.

(2) The City has all the remedies available to it under the SMA, including but not limited to the following:

(a) An action to enjoin any attempt to sell, lease, or finance the property.

(b) An action for other legal, equitable, or summary remedy, such as declaratory and injunctive relief.

(c) Criminal prosecution, punishable by imprisonment in county jail or state prison for up to one year, by a fine of up to $10,000, or both, or a misdemeanor.

(d) Record a notice of violation.

(e) Withhold any or all future permits and approvals.

c. Notwithstanding Section 66411.1 of the SMA, no dedication of rights-of-way or construction of offsite improvements is required for an Urban Lot Split.

2. Zoning District. The lot to be split is in a single-family residential zoning district. For purposes of this Section, the term "single-family residential zoning district" shall mean the LDR-5 (Low Density Residential – 2.1 to 5.0 DU/Acre) zoning district.

3. Lot Location. Pursuant to the GC Section 65913.4(a)(6)(B) through (K), the lot to be split shall not be located on a site that is any of the following:

a. Prime farmland, farmland of statewide importance, or land that is zoned or designated for agricultural protection or preservation by the voters.

b. A wetland.

c. Within a very high fire hazard severity zone, unless the site complies with all fire-hazard mitigation measures required by existing building standards.

d. A hazardous waste site that has not been cleared for residential use.

e. Within a delineated earthquake fault zone, unless all development on the site complies with applicable seismic protection building code standards.

f. Within a 100-year flood hazard area, unless the site has either:

(1) Been subject to a Letter of Map Revision prepared by the Federal Emergency Management Agency and issued to the local jurisdiction; or

(2) Meets Federal Emergency Management Agency requirements necessary to meet minimum flood plain management criteria of the National Flood Insurance Program.

g. Within a regulatory floodway, unless all development on the site has received a no-rise certification.

h. Land identified for conservation in an adopted natural community conservation plan, habitat conservation plan, or other adopted natural resource protection plan.

i. Habitat for protected species.

j. Land under conservation easement.

4. Not Historic. The lot to be split shall not be a historic property or within a historic district that is included on the State Historic Resources Inventory. Nor may the lot be or be within a site that is designated by ordinance as a city or county landmark or as a historic property or district.

5. No Prior Urban Lot Split.

a. The lot to be split was not established through a prior Urban Lot Split.

b. The lot to be split is not adjacent to any lot that was established through a prior Urban Lot Split by the owner of the lot to be split or by any person acting in concert with the owner. For the purposes of this Section, the term "any person acting in concert with the owner" shall include any third-party that coordinates or assists the owners of two adjacent lots with their respective Urban Lot Splits.

6. No Impact on Protected Housing. The Urban Lot Split shall not require or include the demolition or alteration of any of the following types of housing:

a. Housing that is income-restricted for households of moderate, low, or very low income.

b. Housing that is subject to any form of rent or price control through a public entity's valid exercise of its policy power.

c. Housing, or a lot that used to have housing, that has been withdrawn from rental or lease under the Ellis Act (GC Sections 7060–7060.7) at any time in the 15 years prior to submission of the Urban Lot Split application.

d. Housing that has been occupied by a tenant in the last 3 years. The applicant and the owner of a property for which an Urban Lot Split is sought shall provide a sworn statement as to this fact with the application for the tentative parcel map. The City may conduct its own inquiries and investigation to ascertain the veracity of the sworn statement, including but not limited to, surveying owners of nearby properties; and the City may require additional evidence of the applicant and owner as necessary to determine compliance with this requirement.

7. Lot Size.

a. The lot to be split shall be at least 2,400 SF.

b. Each lot created by an Urban Lot Split shall be at least 1,200 SF.

c. Each lot created by an Urban Lot Split shall be between 60 percent and 40 percent of the original lot area.

8. Easements.

a. The owner shall enter into an easement agreement with each public-service provider to establish easements that are sufficient for the provision of public services and facilities to each of the resulting lots.

b. Each easement shall be shown on the parcel map.

c. Copies of the unrecorded easement agreements shall be submitted with the application. The easement agreements shall be recorded against the property before the final parcel map may be approved pursuant to subpart D.2 above.

9. Lot Access.

a. Each lot created by an Urban Lot Split shall adjoin a public street right-of-way.

b. Each lot created by an Urban Lot Split shall have frontage on the public street right-of-way of at least 20 FT.

10. Unit Standards.

a. *Quantity*. No more than two dwelling units of any kind may be built on a lot that results from an Urban Lot Split. For purposes of this paragraph, "unit" means any dwelling unit, including, but not limited to, a primary dwelling unit, a unit created pursuant to State law and Section 5.03.403 (Two-Unit Projects) of this Development Code, or an ADU or JADU created pursuant to Section 5.03.010 (Accessory Dwelling Unit) of this Development Code.

b. *Unit Size*.

(1) The total floor area of each primary dwelling that is developed on a lot resulting from an Urban Lot Split shall be a minimum of 500 SF in area and a maximum of 800 SF in area.

(2) A primary dwelling that was legally established prior to the Urban Lot Split and that is larger than 800 SF is limited to the lawful floor area at the time of the Urban Lot Split and shall not be expanded.

(3) A primary dwelling that was legally established prior to the Urban Lot Split and is smaller than 800 SF may be expanded to a maximum of 800 SF after the Urban Lot Split.

c. *Height Restrictions*.

(1) On a resulting lot that is 2,000 SF or larger, no new primary dwelling unit may exceed one-story or 16 FT in height, measured from grade to peak of the structure.

(2) On a resulting lot that is smaller than 2,000 SF, no new primary dwelling unit may exceed two-stories or 22 FT in height, measured from grade to peak of the structure. Any portion of a new primary dwelling that exceeds one story in height shall be stepped back by an additional 5 FT from the ground floor; no balcony deck or other portion of the second story may project into the stepback.

(3) No rooftop deck is permitted on any new or remodeled dwelling or structure on a lot resulting from an Urban Lot Split.

d. *Lot Coverage*. Maximum lot coverage shall conform to the requirement of the underlying zoning district. This lot coverage standard is only enforced to the extent that it does not prevent two primary dwelling units on the lot at 800 SF each.

e. *Setback Requirements*.

(1) **Generally**. All setbacks shall conform to the minimum requirements of the underlying zoning district.

(2) **Exceptions**. Notwithstanding subpart E.10.e above:

(a) Existing Structures. No setback is required for an existing legally established structure or for a new structure that is constructed in the same location and to the same dimensions as an existing legally established structure.

(b) Cannot Preclude Construction of Two 800-SF Units and 4-FT Side/Rear Setbacks. The setbacks imposed by the underlying zoning district shall yield to the degree necessary to avoid physically precluding the construction of up to two units on the lot or either of the two units from being at least 800 SF in floor area; but in no event may any structure be less than 4 FT from a side or rear property line.

(3) **Front Setback Area**. Notwithstanding any other part of this Development Code, dwellings that are constructed after an Urban Lot Split shall conform to the front setback requirement of the underlying zoning district. The front setback area shall:

(a) Be kept free from all structures greater than 3 FT high; and

(b) Allow for vehicular and fire-safety access to the front structure.

f. *Parking*. Each new primary dwelling unit shall have at least one off-street parking space per unit within a fully enclosed garage having a minimum interior clear area measuring 10 FT in width and 20 FT in length, unless one of the following applies:

(1) The lot is located within one-half mile walking distance of either:

(a) A corridor with fixed route bus service with service intervals no longer than 15 minutes during peak commute hours or

(b) A site that contains:

(i) An existing rail or bus rapid transit station,

(ii) A ferry terminal served by either a bus or rail transit service, or

(iii) The intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods.

(2) The site is located within one-block of a permanently established car-share vehicle pickup/drop-off location.

g. *Architecture*.

(1) If there is a legal primary dwelling on the lot that was established before the Urban Lot Split, any new primary dwelling unit shall match the existing primary dwelling unit with respect to exterior materials, finishes, color, and dominant roof pitch. The dominant roof pitch means the slope shared by the largest portion of the roof.

(2) If there is no legal primary dwelling on the lot before the Urban Lot Split, and if two primary dwellings are developed on the lot, the dwellings shall match each other with respect to exterior materials, finishes, color, and dominant roof pitch. The dominant roof pitch means the slope shared by the largest portion of the roof.

(3) All exterior lighting shall be limited to down-lights.

(4) No window or door of a dwelling that is constructed on the lot may have a direct line of sight to an adjoining residential property. Decorative masonry block walls, dense landscaping, or privacy glass may be used to provide screening and prevent a direct line of sight.

(5) If a dwelling is constructed on a lot after an Urban Lot Split and any portion of the dwelling is less than 30 FT from a property line that is not a public street right-of-way line, then all windows and doors in that portion shall either be (for windows) clerestory with the bottom of the glass at least 6 FT above the finished floor, or (for windows and for doors) utilize frosted or obscure glass.

h. *Walls, Fences, and Obstructions*.

(1) Lots created as a result of an Urban Lot Split shall be provided with 6-FT high decorative masonry block walls (reduced to 3 FT in height within front setback areas) at the following locations:

(a) Interior side and rear lot lines of each lot; and

(b) Street side property lines and along the rear property line of through lots, setback a minimum of 5 FT behind the sidewalk.

(2) The construction and maintenance of walls, fences, and other obstructions shall comply with the requirements of Division 6.02 (Walls, Fences, and Obstructions) of this Chapter.

i. *Landscaping*. Lots created as a result of an Urban Lot Split shall be fully landscaped and provided with a permanent automatic irrigation system pursuant to the requirements Division 6.05 (Landscaping) of this Chapter.

j. *Nonconforming Conditions*. An Urban Lot Split may be approved without requiring a legal nonconforming zoning condition to be corrected.

k. *Utilities*.

(1) Each primary dwelling unit on the resulting lots shall have its own direct utility connection to the utility service provider.

(2) Each primary dwelling unit on the resulting lots that is or that is proposed to be connected to an onsite wastewater treatment system shall first have a percolation test completed within the last 5 years or, if the percolation test has been recertified, within the last 10 years.

l. *Building and Safety*. An Urban Lot Split is a change of use. All structures built on a lot resulting from an Urban Lot Split shall comply with all current local building standards.

11. Fire-Hazard Mitigation Measures.

a. A lot in a very high fire hazard severity zone shall comply with each of the following fire-hazard mitigation measures:

(1) It shall have direct access to a public street right-of-way with a paved street with a width of at least 40 FT. The public street right-of-way shall have at least two independent points of access for fire and life safety to access and for residents to evacuate.

(2) All dwellings on the site shall comply with current Fire Code requirements for dwellings in a very high fire hazard severity zone.

(3) All enclosed structures on the site shall have fire sprinklers.

(4) All sides of all dwellings on the site shall be within a 150-FT hose-pull distance from either the public street right-of-way or of an onsite fire hydrant or standpipe.

(5) If the lot does not have a swimming pool, the lot shall have a water reservoir of at least 5,000 gallons per dwelling, with fire-authority approved hookups compatible with fire-authority standard pump and hose equipment.

b. Prior to submitting an application for an Urban Lot Split, the applicant shall obtain a certificate of compliance with all applicable fire-hazard mitigation measures pursuant to this subpart E.11. The City or its authorized agent shall inspect the site, including all structures on the site, and certify as to its compliance. The certificate shall be included with the application. The applicant shall pay the City's costs for inspection. Failure to pay is grounds for denying the application.

12. Separate Conveyance.

a. On a lot created by an Urban Lot Split:

(1) Primary dwelling units cannot be owned or conveyed separately from each other.

(2) Condominium airspace divisions and common interest developments are prohibited.

(3) All fee interest in a lot and all dwellings on the lot shall be held equally and undivided by all individual property owners.

(4) Separate conveyance of lots created by an Urban Lot Split is permitted. If dwellings or other structures (such as garages) on different lots are adjacent or attached to each other, the Urban Lot Split boundary may separate them for conveyance purposes if the structures meet Building Code safety standards and are sufficient to allow separate conveyance. If any attached structures span or will span the new lot line, the owner shall record appropriate CC&Rs, easements, or other documentation that is necessary to allocate rights and responsibility between the owners of the two lots.

13. Regulation of Uses.

a. *Residential-Only*. Nonresidential land uses shall be prohibited on any lot created by Urban Lot Split.

b. *No Short Term Rentals*. No dwelling unit on a lot that is created by an Urban Lot Split may be rented for a period of less than 30 days.

c. *Owner Occupancy*. The applicant for an Urban Lot Split shall sign an affidavit stating that the applicant intends to occupy one of the dwelling units on one of the resulting lots as the applicant's principal residence for a minimum of 3 years after the Urban Lot Split is approved.

14. Notice of Construction.

a. At least 30 business days prior to the starting any construction of a structure on a lot created by an Urban Lot Split, the property owner shall give written notice to all the owners of record of each of the adjacent residential parcels, which notice shall include the following information:

(1) Notice that construction has been authorized,

(2) The anticipated start and end dates for construction,

(3) The hours of construction,

(4) Contact information for the project manager (for construction-related complaints), and

(5) Contact information for the Building & Safety Department.

b. This notice requirement does not confer a right on the noticed persons or on anyone else to comment on the project before permits are issued. The approval of an Urban Lot Split is ministerial and under state law, the City has no discretion in approving or denying a particular project under this Section. This notice requirement is purely to promote neighborhood awareness and expectation.

15. Deed Restriction. The owner shall record a deed restriction, acceptable to the City, that does each of the following:

a. Expressly prohibits any rental of any dwelling on the property for a period of less than 30 days.

b. Expressly prohibits any nonresidential land use of Urban Lot Split.

c. Expressly prohibits any separate conveyance of a primary dwelling on the property, any separate fee interest, and any common interest development within the lot.

d. States that the property is formed by an Urban Lot Split and is, therefore, subject to the City's Urban Lot Split regulations, including all applicable limits on dwelling size and development.

F. Specific Adverse Impacts.

1. Notwithstanding anything else in this Section, the City may deny an application for an Urban Lot Split if the building official makes a written finding, based on a preponderance of the evidence, that the project would have a "specific, adverse impact" on either public health and safety or on the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact.

2. The term "specific adverse impact" has the same meaning as in GC Section 65589.5(d)(2): "a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete" and does not include (1) inconsistency with the zoning ordinance or general plan land use designation or (2) the eligibility to claim a welfare exemption under Revenue and Taxation Code Section 214(g).

3. The building official may consult with and be assisted by planning staff and others as necessary in making a finding of specific, adverse impact.

Division 6.09—Reserved

**********Reserved for Future Use**********

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Division 6.10—Reserved

**********Reserved for Future Use**********

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Division 6.11—Shopping Cart Retention and Storage

Sections:

6.11.000: Purpose
6.11.005: Applicability
6.11.010: Definitions
6.11.015: Exemption
6.11.020: Mandatory Shopping Cart Retention Plan
6.11.025: Shopping Cart Retention Plan Timeline and Approval Process
6.11.030: Penalties for Failing to Submit a Shopping Cart Retention Plan
6.11.035: Notification for Retrieval of Abandoned Carts
6.11.040: Administrative Costs and Fines
6.11.045: Disposition of Carts after 30 Days
6.11.050: Unmarked Shopping Carts: Public Nuisance
6.11.055: Unmarked Shopping Carts: Destruction
6.11.060: Shopping Cart Collection and Storage Facilities

6.11.000: Purpose

Abandoned shopping carts constitute a nuisance, create potential hazards to the health and safety of the public, and interfere with pedestrian and vehicular traffic within the City. The accumulation of wrecked, dismantled, and abandoned shopping carts on public or private property also tends to create conditions that reduce property values, promoting blight and deterioration in the City. The purpose of this Division is to provide regulations pertaining to abandoned shopping carts, unmarked shopping carts, provide a requirement for a mandatory plan to prevent cart removal, and provide adequate facilities for on-site cart storage.

6.11.005: Applicability

Any business establishment in the City that provides shopping carts for use by their patrons shall develop and implement a Shopping Cart Retention Plan, which is intended to prevent customers from removing carts from their business premises and provide appropriate cart storage areas pursuant to this Division. The Shopping Cart Retention Plan shall be reviewed and approved by the Planning Director pursuant to the procedures established for ministerial permits and decisions contained in Subsection 2.02.015.C (Ministerial Permits and Decisions) of this Development Code.

6.11.010: Definitions

As used in this Division, unless otherwise apparent from the context, the words, terms, and phrases listed below, shall have the following meaning:

A. **Abandoned Cart.** Any cart that has been removed without written permission of the owner, or on-duty manager from the premises of the business establishment, regardless of whether it has been left on either private or public property. This provision shall not apply to carts that are removed for the purpose of repair or maintenance.

B. **Cart.** A basket that is mounted on wheels or similar devise provided by a business establishment for use by a customer for the purpose of transporting goods of any kind, including, but not limited to, grocery store shopping carts.

C. **Owner.** Any person or entity, who in connection with the conduct of a business, owns, possesses, or makes any cart available to customers or the public. For the purposes of this Division, "owner" shall also include the owner's on-site or designated agent or retailer that provides the carts for use by its customers.

D. **Premises.** The entire area owned and utilized by the business establishment that provides carts for use by customers, including any parking lot or other property provided by the owner for customer parking.

E. **Unmarked Cart.** Any cart as defined by this Division that is not identified and marked pursuant to PC Section 22435.1.

6.11.015: Exemption

Any owner that agrees to enter into a contract with a City-designated retrieval service to provide for retrieval of abandoned carts, or, individually or as part of a consortium of businesses, enters into a retrieval contract with a retrieval service that is satisfactory to the City, shall be exempt from Section 6.11.025 (Prevention Plan Timeline and Approval Process), Section 6.11.030 (Penalties for Failing to Submit a Shopping Cart Retention Plan), and Section 6.11.035 (Notification for Retrieval of Abandoned Carts), below.

6.11.020: Mandatory Shopping Cart Retention Plan

Every business owner shall develop and implement a Shopping Cart Retention Plan for all businesses that utilize shopping carts for use by business patrons, to prevent customers from removing carts from the business premises. Every Shopping Cart Retention Plan shall include the following elements:

A. **Required Signs on Carts.** Every cart owned or provided by any business establishment in the City shall have a sign permanently affixed to it that contains all of the following information:

1. Identifies the owner of the cart or the name of the business establishment, or both;

2. Notifies the public of the procedure to be utilized for authorized removal of the cart from the business premises;

3. Notifies the public that the unauthorized removal of the cart from the premises or parking area of the retail establishment, or the unauthorized possession of the cart, is a violation of State law; and

4. Lists a valid telephone number to contact to report the location of the abandoned cart or lists an address for returning the cart to the owner or business establishment.

B. **Required Signs on Property.** Signs shall be placed in pertinent places near door exits and near parking lot exists that notify customers that cart removal is prohibited and constitutes a violation of State and local law.

C. Physical Measures.

1. New development, an increase of more than 10 percent in GFA, or the major alteration or remodel of any building occupied by, or proposed to be occupied by, retail commercial uses providing 10 or more shopping carts for use by business patrons, shall install and maintain in good working order, an electronic barrier system at the perimeter of the business site, which, when crossed by a shopping cart, will disable the cart, thereby preventing its removal from the site. Alternate cart retention methods that would achieve the same outcome may be considered by the Planning Director.

2. New and existing businesses providing less than 10 shopping carts for use by patrons, may be required to implement specific physical measures to prevent shopping cart removal from the business premises. These measures may include one or more of the following:

a. Installation of disabling devices on all carts;

b. Posting of a security guard to deter and stop customers who attempt to remove carts from the premises;

c. A decorative bollard and chain system or decorative fencing installed around the business premises to prevent cart removal;

d. Security deposits required for the use of all carts; and/or

e. The rental or sale of carts that can be temporarily or permanently used for the transport of purchases.

6.11.025: Shopping Cart Retention Plan Timeline and Approval Process

The Shopping Cart Retention Plan shall be submitted for approval by the City within 60 days after adoption of this Division, and each time the plan is proposed to be amended. If a new Plan is submitted, the proposed measures shall be implemented no later than 30 days after City approval is given. The prevention measures shall be continued until and unless the City indicates that measures need to be modified. Unless otherwise agreed, any modifications to the Plan imposed by the City shall be implemented within 30 days after the City notifies the retailer of the needed modifications.

6.11.030: Penalties for Failing to Submit a Shopping Cart Retention Plan

Any owner that fails to submit a Shopping Cart Retention Plan, implement the proposed Plan measures, or implement any required modifications to the Plan by the City within the periods specified in this Division, shall be subject to a $1,000 civil penalty, plus an additional penalty of $50 for each day of noncompliance.

6.11.035: Notification for Retrieval of Abandoned Carts

Pursuant to BPC Section 22435.7, the City shall notify the owner of any abandoned carts owned or used by the business establishment that have been located within the City within 24 hours of impoundment. The owner shall have 3 business days from the date that notification is given to retrieve carts from the City.

6.11.040: Administrative Costs and Fines

Pursuant to BPC Section 22435.7, any owner that fails to retrieve its abandoned cart(s) within 3 business days after receiving notice from the City, shall pay the City's administrative costs for retrieving the cart(s) and providing the notification to the owner. Any owner who fails to retrieve abandoned carts in accordance with this Division in excess of 3 times during a 6-month period shall be subject to a $50 fine for each occurrence. An occurrence includes all carts owned by the owner that are impounded by the City in a one-day period.

6.11.045: Disposition of Carts after 30 Days

Pursuant to State law, any cart not reclaimed from the City within 30 days after notification to the owner, shall be sold or otherwise disposed of by the City.

6.11.050: Unmarked Shopping Carts: Public Nuisance

Any unmarked shopping cart is hereby declared a public nuisance if:

A. It is left unattended on a public right-of-way or other public property;

B. It is left unattended on any private property at a location that will impede emergency services;

C. It is left unattended on the front or side setback of any private property without the owner's or occupant's permission; or

D. It is left on private property where it may be viewed from the public right-of-way or adjacent properties for more than 24 hours after the occupant, if any, and the owner of the property has received written notice which states that if the shopping cart is not removed from public view, it will be impounded by the City and may be sold or otherwise disposed of by the City.

6.11.055: Unmarked Shopping Carts: Destruction

Any carts found to be unmarked as defined by this Division, and has been impounded by the City, shall be destroyed without any further notice other than as specified in Subsection 6.11.050.D of this Division.

6.11.060: Shopping Cart Collection and Storage Facilities

Shopping cart storage facilities shall be provided for commercial-retail uses, including, but not limited to, automotive parts and supplies, food and beverage stores, health and personal care stores, general merchandise stores, and other miscellaneous retail stores, for 3 separate and distinct purposes: [1] the overnight or long-term storage of shopping carts; [2] the distribution of shopping carts to patrons as they enter the business; and [3] stations for the collection and storage of shopping carts within off-street parking facilities.

A. The Overnight or Long-Term Storage of Shopping Carts.

1. Facilities for the overnight or long-term storage of shopping carts shall be located within the building of the business they serve, or outside, within screened areas. Outside overnight shopping cart storage areas shall be screened and secured by a minimum 3-FT high decorative masonry wall, with a decorative cap, in combination with landscaping. The wall shall be designed to be architecturally consistent with the design of the adjacent building(s).

2. The minimum size, design, and location of overnight shopping cart storage areas shall be subject to Planning Director approval.

B. Stations for the Collection and Storage of Shopping Carts within Off-Street Parking Facilities (Shopping Cart Corrals). Shopping cart corrals shall be provided within off-street parking facilities and shall be distributed throughout parking lots for convenient access by business patrons.

1. At a minimum, shopping cart corrals shall be defined by a landscaped planter on at least two opposing perimeter sides, minimum 3 FT in width, bordered by a raised 6-inch concrete curb, which shall be planted and maintained with a hedgerow that will be allowed to grow to a minimum height of 3 FT for the purpose of screening shopping carts. The paving at the corral entrance shall be slightly raised to keep shopping carts confined within the corral. Within the required planter area, the construction of a 3-FT high decorative masonry wall with a decorative cap is encouraged, to provide further screening. The use of pipe corrals shall not be permitted.

2. Shopping cart corrals shall be distributed throughout the off-street parking area. The minimum number, dimensions, and locations of shopping cart corrals shall be determined by the Planning Director.

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Chapter 7.0:
Historic Preservation

Division 7.01—Historic Preservation

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Division 7.01—Historic Preservation

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7.01.000: Purpose

The purpose of this Division is to specify significance criteria for the designation of historic resources, procedures for designation, and review procedures to:

A. Safeguard the character and history of the City, which is reflected in its unique culturally, historically, and architecturally significant structures and heritage, with emphasis on the "Model Colony," as recognized by an Act of Congress and presented at the St. Louis World's Fair in 1904;

B. Encourage and promote the adaptive reuse of the City's historic resources;

C. Enhance, perpetuate, and preserve architecturally and historically significant structures and promote revitalization of historic neighborhoods and commercial areas;

D. Ensure that the rights of the owners of historic resources are safeguarded;

E. Foster civic pride in the beauty and noble accomplishments of the past by promoting private stewardship of historic resources that represent these accomplishments;

F. Fulfill the City's responsibilities as a Certified Local Government under Federal preservation laws;

G. Promote the identification, documentation, and evaluation of the significance of individual historic resources and districts;

H. Implement the historic preservation goals, policies, and programs of the Policy Plan (General Plan) component of The Ontario Plan;

I. Promote the City as a destination for tourists and as a desirable location for business;

J. Promote public awareness of the value of rehabilitation, restoration, and maintenance of the existing building stock as a means to conserve reusable material and energy resources;

K. Recognize the City's historic resources as economic assets and provide economic financial incentives for historic preservation;

L. Stabilize and improve property values, and enhance the aesthetic and visual character, place making, diversity, and environmental amenities of the City's historic properties and areas;

M. Promote public knowledge, appreciation, and understanding of the City's past, and foster civic and neighborhood pride in the beauty and accomplishments of the past;

N. Promote the enjoyment and use of historic resources appropriate for the education and recreation of the people of the City;

O. Recognize historic resources and protect areas of historic structures from encroachment of incompatible designs;

P. Promote public awareness of the benefits of preservation; and

Q. Encourage public participation in historic preservation, thereby increasing civic pride in the City's heritage.

7.01.005: Applicability

The provisions of this Division shall apply to all historic resources within the City, including improvements, buildings, structures, signs, features, historic districts, conservation zones, trees, or other objects of cultural, architectural, or historical significance to the City, State of California, the Southern California region, or the nation, which have been determined eligible for nomination or designation, and determined to be appropriate for historic preservation by the City.

7.01.010: The Ontario Register of Historic Resources

A. Purpose. The purpose of this Section is to establish an official local register, which includes an inventory of buildings, structures, sites, objects, and districts worthy of preservation due to their significance in history, architecture, archeology, engineering, and/or culture within the City.

B. Applicability. The Historic Preservation Subcommittee is hereby empowered to review evaluations of potential historic resources, which have been identified, recorded, and documented through a Historic Resource Survey, against criteria for local landmark and district designations for the purpose of approving or denying inclusion of a potential historic resource to the Ontario Register. The Historic Preservation Subcommittee shall be responsible for maintaining the Ontario Register.

C. Historic Resource Surveys. The City shall conduct, from time to time, a survey to identify properties that have the potential to become eligible historic resources, as well as areas and neighborhoods that, due to the geographic or thematic concentration of potential historic resources, have the potential to be historic districts. These properties, surveyed at the reconnaissance level pursuant to standards established by the California Office of Historic Preservation, are identified but not evaluated for historic significance, and, therefore, are not considered eligible historic structures or eligible historic districts.

D. **Eligible Historic Resources.** Any property or grouping of properties listed on the Ontario Register prior to September 1, 2003, or after September 1, 2003, surveyed at the intensive level pursuant to standards established by the California Office of Historic Preservation, and determined to meet the designation criteria for local historic landmarks or local historic districts set forth in Section 4.02.040 (Historic Preservation—Local Historic Landmark and Local District Designations, Historic Resource Tiering, and Architectural Conservation Areas) of this Development Code, shall be determined by the Approving Authority to be an "eligible" historic resource.

E. **Historic Resources.** Those Improvements, buildings, structures, signs, features, Historic Districts, conservation zones, trees, or other objects of cultural, architectural, or historical significance to the City, State, Region, or the Nation, which have been determined to be eligible for nomination or designation and determined to be appropriate for historic preservation by the Approving Authority.

7.01.015: Historic Rehabilitation Financing Program

A. **Purpose.** The purpose of this Section is to establish a program of long term, low interest loans to finance the preservation, restoration, and rehabilitation of historic resources pursuant to the provisions of the Marks Historic Rehabilitation Act of 1976.

B. **Applicability.** The City hereby establishes a Historic Rehabilitation Financing Program pursuant to the provisions of the Marks Historic Rehabilitation Act of 1976. Any building, structure, object, or site that is eligible for funding pursuant to the Historic Rehabilitation Financing Program, shall be within a rehabilitation area, as defined in Subsection C (Rehabilitation Areas), below, and shall consist of one or more of the following:

1. The building, structure, object, or site shall be a designated local historic landmark;

2. The building, structure, object, or site shall be a contributing structure to a designated local historic district; or

3. The building, structure, object, or site shall be listed, or determined eligible for listing, on the California Register of Historic Resources or the National Register of Historic Places.

C. **Rehabilitation Areas.**

1. Original Downtown and Euclid Avenue Area. This area consists of the City's original downtown, and extends north to include the historic districts adjacent to Euclid Avenue, the boundary of which is as follows:

Beginning at the intersection of the centerlines of State Street and San Antonio Avenue, thence north to the northernmost city boundary, thence east to the centerline of Sultana Avenue, thence south to the centerline of G Street, thence east to the centerline of Campus Avenue, thence south to the centerline of State Street, thence west to the point of beginning.

2. Guasti. This area consists of the Historic Guasti Winery, the boundary of which is as follows:

Beginning at the intersection of the centerline of Archibald Avenue and the Southern Pacific Railroad Mainline, thence east to a point 550.19 FT east of the

centerline of Turner Avenue, thence north 492.08 FT, thence west to the centerline of Turner Avenue, thence north to the centerline of Interstate 10 (San Bernardino Freeway), thence west to the centerline of Archibald Avenue, thence south to the point of beginning.

D. **Rehabilitation Requirements.** Any building, structure, object, or site that is rehabilitated with funds from the Historic Rehabilitation Financing Program, shall comply with the following:

1. Rehabilitation Standards. Any rehabilitation must use the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, or Reconstructing Historic Buildings, and any local preservation and design guidelines.

2. Maintenance. Any building, structure, object, or site rehabilitated with funding from the Historic Rehabilitation Financing Program shall be maintained for a period of at least 10 years, beginning on the date of completion of the rehabilitation.

E. **Advisory Board.** An advisory board shall be established pursuant to, and in accord with, the provisions of State law, if and when the implementation of the provisions of this Section are deemed warranted.

7.01.020: California Historical Building Code (CHBC)

The CHBC provides alternative building regulations to address unique construction issues inherent in the maintenance, rehabilitation, preservation, restoration, adaptive reuse, or relocation of structures surveyed and identified as a historic resource. The CHBC may be used for any historic resource in the City's building permit procedure.

7.01.025: Incentives for Historic Preservation

A. **Purpose.** The purpose of this Section is to allow for the use of certain incentives to support the preservation, maintenance, and appropriate rehabilitation of the City's designated historic resources.

B. **Applicability.**

1. Qualifying Properties. Preservation incentives shall be made available to owners of the following types of properties:

a. Properties listed on the National Register of Historic Places;

b. Properties listed on the California Register of Historic Resources;

c. Properties designated as Local Historic Landmarks; or

d. Properties that are contributing structures within designated local historic districts.

2. Qualifying Projects. The below-listed project types shall be eligible for the receipt of preservation incentives. Qualifying project types shall comply with the *Secretary of the Interior's*

Standards for the Treatment of Historic Properties and shall be approved by the City's Historic Preservation Commission.

a. Restoration or exterior rehabilitation that includes the restoration, repair, or replacement, in kind, of significant architectural features, and that complies with the Secretary's Standards;

b. Roof replacement with similar material, or repair and replacement of roofing where the roof is a significant architectural feature;

c. Relocation to another site;

d. Restoration of designated interior spaces, which complies with the Secretary of the Interior's Standards for the Treatment of Historic Properties;

e. Seismic reinforcement or structural rehabilitation;

f. Replacement of building systems that will further the preservation of the historic resource; or

g. Additions (eligible for development incentives only).

C. Types of Incentives. The below-listed incentives may be used for the eligible projects identified in Subsection B (Applicability) of this Section.

1. Economic and Financial Incentives. The following economic and financial incentives may be applied to a project following approval by the Historic Preservation Commission or the Historic Preservation Trust Board of Trustees, as applicable, and approval by the City Manager or the City Council, as applicable:

a. Grants or loans approved through the Historic Preservation Trust pursuant to Section 7.01.030 (Historic Preservation Trust Fund) of this Division;

b. Approval of a Mills Act contract pursuant to Section 4.02.070 (Historic Preservation—Mills Act Contracts) of this Development Code;

c. Approval of funding through the Historic Rehabilitation Financing Program pursuant to Section 7.01.015 (California Historical Building Code) of this Division;

d. Grants or loans through other City funding sources, including, but not limited to, redevelopment and housing funds;

e. Preservation easements;

f. Reduction or elimination of building plan check or permit fees;

g. Reduction or elimination of development impact fees;

h. Reduction or elimination of any other applicable City fees; or

i. Federal rehabilitation tax credits (applied through the California Office of Historic Preservation).

2. Development Incentives. The following development incentives to be applied to the project:

a. *California Historical Building Code*. Use of the CHBC pursuant to Section 7.01.015 (California Historical Building Code) of this Division.

b. *Parking Reduction*. For existing single-family dwellings with a one-car garage, the Planning Director may waive the requirement for 2 off-street parking spaces within a garage when adding floor area, if an existing one-car garage contributes to the significance of the property and/or district, and the existing garage is in good condition, or, if deteriorated, will be returned to good condition as part of the work to add new living space to the residence.

c. *Setback Reductions and Increases in Maximum Building Height*. The Planning Director may grant reductions in required building setbacks or increases in the maximum allowed building height when the setback reduction or increase in allowed building height allows for the restoration of a character-defining feature, or allows character-defining features to be replicated in additions to historic structures. In no case, however, shall a reduction in a setback be granted when the reduction will cause an adverse effect to the property or neighboring property, or cause an adverse effect to the character of the neighborhood or district.

d. *Adaptive Reuse*. Departures from certain development standards may be waived to encourage adaptive reuse of qualified historic buildings pursuant to, and in accord with, the provisions of Section 4.03.010 of this Development Code.

7.01.030: Historic Preservation Mitigation Fee

A. **Purpose.** The purpose of this Section is to establish the Historic Preservation Mitigation Fee whereby the impacts resulting from the demolition (either in part or whole) of historic resources may be lessened by the collection of fees that will provide a source of funds for the conservation, preservation, restoration, and rehabilitation of historic resources within the City.

B. **Applicability.**

1. A mitigation fee, in an amount established by this Section, shall be paid prior to the issuance of any permit for demolition or subject to the terms of an agreement approved by the City Manager or his or her designee and recorded against the property, whether in whole or in part, of any historic resource, including accessory buildings and structures that do not contain living space, such as garages and workshops, which contribute to the historic significance of a property. The mitigation fee shall be deposited in the Historic Preservation Trust Fund established pursuant to Section 7.01.030 (Historic Preservation Trust Fund) of this Division.

2. The Historic Preservation Commission may reduce the amount of mitigation fee to be paid if it can be clearly established that the amount of fee to be paid would amount to a regulatory taking of property.

3. Additions and accessory buildings and structures determined not to be contributing to the significance of the property shall not be assessed a mitigation fee.

4. The mitigation fee structure shall be based on the most current International Code Council (ICC) Building Valuation Data. Fees can range from 10 to 30 percent of the square foot

cost to construct the building or structure that is being demolished. The square foot construction cost is determined by the construction type (building occupancy group) of the demolished building or structure. The percentage (or fee amount) that is assessed is determined by historic significance and is applied to the cost per square foot of the building or structure that is being demolished.

a. The mitigation fee for historic resources listed on the Ontario Register shall be determined based upon a 3-tier system, established pursuant to Subsection 4.02.040.G (Historic Resource Tiering System) of this Development Code, which ranks historical resources within the City, based upon their size, type, and significance. Tier III historic resources are 10 percent, Tier II are 20 percent, and Tier I are 30 percent of the price per square foot construction cost as established in the most current ICC Building Valuation Data.

b. The mitigation fee for historic resources determined through survey evaluation, completed by individual(s) meeting the Secretary of the Interior Professional Standards, which are not listed in the Ontario Register, shall be determined by the level of historic integrity. Moderate-level integrity shall be 10 percent and high-level integrity shall be 20 percent of the price per square foot construction cost as established in the most current ICC Building Valuation Data.

7.01.035: Historic Preservation Trust Fund

A. **Purpose.** The purpose of the Historic Preservation Trust Fund is to provide funding, under direction of the City Council, for the conservation, preservation, restoration, and rehabilitation of historic resources within the City.

B. **Applicability.** The Historic Preservation Trust Fund is hereby established as means to receive, recycle, and replenish monies to assist the funding of historic preservation projects within the City. All funds deposited in the Historic Preservation Trust Fund shall be used solely for the conservation, preservation, restoration, and rehabilitation of historic resources, as provided in this Section.

C. **Trust Fund Administration.**

1. The City Council shall have authority for establishing policy for Historic Preservation Trust Fund expenditures.

2. The Historic Preservation Commission shall have authority to make recommendations to the City Council regarding grant and loan applications, acquisition of property, contracts and lease agreements, and any other action or activity necessary or appropriate to implement its powers or duties to fulfill the objectives of the Historic Preservation Trust Fund.

3. The City Manager, or designee of the City Manager, shall serve as financial administrator of the Historic Preservation Trust Fund and shall be responsible for management of its finances, which shall be carried-out pursuant to all applicable federal, State and local laws.

4. The Planning Director, or designee of the Planning Director, shall serve as program administrator of the Historic Preservation Trust Fund and shall be responsible for its day-to-day management and operations.

D. **Historic Preservation Trust Fund Proceeds.**

1. Deposits. All funds received by the City for historic preservation purposes shall be deposited in the Historic Preservation Trust Fund. The City's Fiscal Services Department may establish separate accounts within the Trust Fund for the purpose of separating deposits according to their origin or intended purpose.

2. Grants, Gifts, and Donations. In addition to any public funds appropriated expressly for the purpose of this Subsection, the program administrator may apply for grants, gifts, donations, subventions, rents, royalties, and other financial support, or real or personal property, from private sources, pursuant to City policies. All money received from private sources shall be deposited in a separate account established pursuant to Paragraph D.1 (Deposits), above, and shall be appropriated to the program administrator for expenditures for historic preservation projects pursuant to this Section.

3. Deposit of Proceeds from Any Lease, Rental, Sale, Exchange, or Transfer of Real Property. All proceeds from any lease, rental, sale, exchange, or transfer of real property, or any interest therein or option thereon, shall be deposited in the Historic Preservation Trust Fund, together with any other reimbursements, repayments, and income received by the program administrator.

E. Historic Preservation Trust Fund Program Activities.

1. Properties.

a. *Acquisition.* Pursuant to State Property Acquisition Law (GC Section 15850, et seq.), the City may acquire, fee title, or any lesser interest, in any real property whose preservation is required to meet the policies and objectives of the City's historic preservation program. The City may accept gifts or dedications of real property and may enter into an option to purchase real property in order to meet the purposes of this provision.

b. *Agreements for Preservation and Management.* In order to carry out historic preservation projects, the financial administrator may initiate, negotiate, and participate in agreements with public agencies, nonprofit organizations, private entities, or individuals for the preservation and management of historic resources under their control, and enter into any other agreements authorized by state law, as approved by the City Council.

c. *Real Property Transactions; Authorization.* Notwithstanding any other provision of federal, State or local law, the financial administrator may lease, rent, sell, exchange, or otherwise transfer any real property acquired under this section, or interest therein or option to purchase, provided that the City Council first determines that the action is in the best interests of the City.

d. *Acquisition, Conservation, Return, and Transfer of Title.*

(1) The City Council may acquire any interest in real property pursuant to Paragraph E.1 (Properties) of this Section, with historic (including archaeological) significance, or necessary for the preservation or management of a property, in order to prevent the loss of historic integrity, prevent imminent destruction, or to otherwise secure the preservation of the historical resource.

(2) The program administrator may undertake conservation or preservation activities for historic resources acquired Pursuant to this Section.

(3) The program administrator shall encourage, to the greatest extent feasible, the acquisition of historic resources by other qualified purchasers.

(4) The City Council shall take all feasible action to return or transfer title to historic resources, to a nonprofit organization, another public agency, private entity, or individual, for all properties acquired for historic resource preservation pursuant to this Section.

2. Loans and Grants. Money in the Historic Preservation Trust Fund shall be available, upon recommendation of the Historic Preservation Commission and appropriation by the City Council, for all loans and grants to public agencies, nonprofit organizations and private entities, to carry out the purposes of this Section.

a. *Qualifying Properties.* The City Council may award a grant or loan for properties that are designated a local historic landmark or a contributing structure in a designated local historic district, or are listed on the California Register of Historic Resources or the National Register of Historic Places, excepting those projects that are "interpretative," as described in Subparagraph E.3.c (Interpretive Projects) of this Section.

b. *Agreements.* No loan or grant shall be made except pursuant to an agreement with the City, and subject to terms and conditions approved by the City Council, upon recommendation of the Historic Preservation Commission, which shall ensure that each requested loan or grant carries out the purposes of this Section.

c. *Authorization to Contract and Issue Grants or Loans.* The financial administrator may, upon City Council approval, enter into contracts and make grants or loans with public agencies, nonprofit organizations, or private entities, to further the purposes of City's historic preservation program, and to carry out activities for this purpose.

d. *Matching Funds.* All grants and loans should include a cash match for the historic preservation project. Guidelines for determining the amount of required matching funds, if any, shall be adopted by resolution of the City Council. Donated materials and services, staff salaries and organizational overhead costs may be eligible sources of match. The City Council may waive the matching funds requirement.

e. *Excess Funds.* After completion of a historic preservation project, a grant or loan recipient shall return to the Historic Preservation Trust Fund, the amount of the grant or loan that exceeds the eligible project's costs

3. Qualifying Projects for Competitive Grants and Loans. Competitive Grants and loans are hereby established for the following project types:

a. *Construction Projects.* Construction projects include the preservation, restoration, exterior rehabilitation, or rehabilitation of the foundation, structural, electrical, or plumbing systems of a historic resource. Qualifying construction projects do not include new additions, routine maintenance such as simple, small-scale activities requiring only minimal skills or training associated with regular (daily, weekly, monthly, etc.) and general upkeep of a property against normal wear and tear), reconstruction, demolition, or relocation;

b. *Planning Projects.* Planning projects identify, document, and record historic resources according to applicable local, state, and federal standards, and/or contribute to the

development of the City's historic context, and/or contribute to the development of a Historic Structures Report, Building Conditions Assessment, conservation plan or preservation plan; and

c. *Interpretative Projects.* Interpretative projects consist of the creation of interpretative media to educate the public on the City's history and/or historic resources.

4. Project Selection Criteria. The award of a grant or loan for a historic preservation project shall be based upon consideration of the following criteria:

a. Level of historic significance of the resource, based upon the Tier Designation;

b. Level of urgency for the project to avoid the loss of a historic resource;

c. Value of improvement to ensure preservation of the historic resource;

d. Overall benefit to the community through the public's ability to observe and experience the historic resource;

e. Ability to match funds, if required; and

f. Level of professional qualifications for administrating project to demonstrate the ability to successfully complete the project.

5. Qualifying Projects for Emergency Non-Competitive Grants and Loans. In the event that a historic resource is in need of immediate and unanticipated work to prevent its demolition resulting from an unforeseen disaster, such as fire, flood, wind, earthquake or other calamity, the public enemy, or other cause that is beyond the control of the property owner and could not otherwise have been prevented by reasonable care and maintenance of the structure, the City Council may establish a non-competitive emergency grant and/or loan for the following emergency project types, which are not otherwise covered by property owner insurance:

a. Securing, shoring and/or stabilizing a historic resource;

b. Abatement of hazardous health materials and sources which lead to structural deterioration; and

c. Preparing a historic Structure Report and/or Preservation Plan approved by Planning Director.

7.01.040: Preservation Easements

Preservation easements on the facades of buildings designated historic resources may be acquired by the City, or on the City's behalf, by a nonprofit group designated by the City through purchase, donation, or condemnation pursuant to Section CC 815.

7.01.045: Owner's Duty to Keep a Historic Resource in Good Repair

A. **Purpose.** The purpose of this Section is to ensure the upkeep and maintenance of historic resources within the City by their owner or other responsible party.

B. **Applicability.** It shall be the duty of the owner of a historic resource, or any such person responsible for upkeep and maintenance of a historic resource other than the property owner, to keep in good repair, all exterior and interior features of such historic resources, which if not maintained, may cause or tend to cause the exterior features of such resources to deteriorate, decay, become damaged, or fall into a state of disrepair.

C. **Protection against Deterioration, Damage, and Decay.** The owner of a historic resource, or any such person responsible for upkeep and maintenance of a historic resource other than the property owner, shall preserve such historic resource against deterioration, damage, and decay, and further, shall keep such historic resource free from structural defects through the prompt repair of the below-listed items:

1. Facades that may fall and injure a member of the public or property;

2. Deteriorated or inadequate foundation, defective or deteriorated flooring or floor supports, deteriorated walls, or other vertical structural supports;

3. Members of ceilings, roofs and roof supports, or other horizontal members that age, split, or buckle due to defective material or deterioration;

4. Deteriorated or insufficient waterproofing of exterior walls, roofs, foundations, or floors, including broken windows or doors;

5. Defective or insufficient weather protection for exterior wall covering, including lack of paint, or weathering due to lack of paint or other protective covering; and/or

6. Any fault or defect in the building, which renders the building not properly watertight or structurally unsafe.

D. **Failure of Owner to Comply with this Section.** A Certificate of Appropriateness shall not be issued for the demolition of a historic resource resulting from failure of the owner to comply with the provisions of this Section.

E. **Enforcement of this Section.** It shall be the duty of the Building Official to enforce this Section with guidance from the Historic Preservation Commission.

7.01.050: Ordinary Maintenance Repair

Nothing in this Division shall be construed to prevent the ordinary maintenance or repair of any exterior architectural feature within or on any property covered by this Division, which does not involve a change in design, material, or external appearance thereof (refer to Section 7.01.065 (Guidelines for the Treatment of Historic Properties)).

7.01.055: Unsafe or Dangerous Conditions

Nothing contained in this Division shall prohibit the construction, alteration, restoration, demolition, or relocation of any historic resource when such action is required to protect the public safety due to an unsafe or dangerous condition, which cannot be rectified through use of the CHBC. In such case, upon assessment and recommendation by the Building Official, the Planning Director shall

certify to the Historic Preservation Commission that such condition exists, which shall not require the issuance of a Certificate of Appropriateness.

7.01.060: Enforcement and Penalties

In addition to the requirements of Section 1.02.010 (Enforcement) of this Development Code, the following enforcement and penalty provisions shall apply:

A. **Misdemeanor.** Anyone violating a requirement of this Division or failing to obey an order issued by the Historic Preservation Commission or Historic Preservation Subcommittee, or comply with a condition of approval of any certificate or permit issued pursuant to this Development Code shall be guilty of a misdemeanor, unless the citing official or the prosecuting attorney determines that it would be in the interests of justice to prosecute the offense as an infraction.

B. **Demolition of a Historic Resource in Violation of this Division.** Any alteration or demolition (including partial demolition) of a historic resource in violation of this Division is expressly declared to be a nuisance and shall be abated by restoring or reconstructing the property to its original condition prior to the violation. Any person or entity who demolishes or substantially alters or causes substantial alteration or demolition through deferred maintenance of a structure in violation of the provisions of this Division, shall be liable for civil penalties.

C. **Temporary Moratorium.** Alteration or demolition (including partial demolition) of a historic resource in violation of this Division shall authorize the City to issue a temporary moratorium for the development of the subject property for a period not to exceed 24 months from the date the City becomes aware of the alteration or demolition in violation of this Development Code. The purpose of the moratorium is to provide the City an opportunity to study and determine appropriate mitigation measures for the alteration or removal of the historic structure, and to ensure measures are incorporated into any future development plans and approvals for the subject property. Mitigation measures determined by the Planning Director, Historic Preservation Subcommittee, and/or Historic Preservation Commission, shall be imposed as a condition of any subsequent permit for development of the subject property.

D. **Notification of Violation(s) and Assessment of Civil Penalties.**

1. The Planning Director shall issue a Notification of Violation and Assessment Civil Penalties to the applicant, property owner, or entity responsible for the property of the alleged violation(s). The Notification of Violation and Assessment Civil Penalties shall include a description of the conditions that gave rise to the violation(s), and the civil penalties to be assessed pursuant to this Section. The notification shall be served by certified mail or may be delivered.

2. In the case of demolition (including partial demolition), the civil penalty to be assessed shall be equal to one-half the assessed value of the historic resource prior to the demolition. The assessed valuation prior to demolition shall be determined using the most recently published International Code Council (ICC) Building Valuation Data. In the case of alteration, the civil penalty shall be equal to one-half the cost of restoration of the altered portion of the historic resource. The cost of restoration shall be determined by the Building Official.

3. Upon payment of civil penalties, building and construction permits, and/or a Certificate of Occupancy, may be issued.

4. All monies collected pursuant to this Section shall be deposited into the City's Historic Preservation Trust Fund.

E. Appeal of Assessed Civil Penalties.

1. An appeal of a civil penalty may be filed with the Planning Department on a City application form, within 10 days following the date of the Notification of Violation and Assessment Civil Penalties issued pursuant to Paragraph D.1 of this Section. The appeal shall include a statement identifying the specific violation and civil penalty that is being appealed, the specific grounds for the appeal, and the relief requested from the Planning Director.

2. Within 45 days following receipt of an appeal, the Planning Director shall hold a hearing, which is open to the public, to hear and consider objections and/or protest of the alleged violation(s) and assessment of civil penalties stated in the appeal application. The Planning Director shall hear and receive all evidence and testimony relative to the violation(s) and assessment of civil penalties and shall consider all evidence. Within 15 days following conclusion of the hearing, the Planning Director shall render a decision in writing, determining the amount (if any) of civil penalties to be assessed. The decision of the Planning Director shall be final and conclusive in the absence of the filing of an appeal.

3. The Planning Director's decision may be appealed to the City Manager. The appeal shall be filed with the Planning Department on a City application form, within 10 days following issuance of the Planning Director's decision.

4. Within 30 days following receipt of the appeal of the Planning Director's decision, the City Manager shall hold a hearing, which is open to the public, to hear and consider the evidence and reasons not to uphold the Planning Director's decision. Within 15 days following conclusion of the hearing, the City Manager shall render a decision in writing, determining the amount (if any) of civil penalties to be assessed. The decision of the City Manager shall be final and conclusive.

F. Injunctive Relief. The City Attorney may maintain an action for injunctive relief to restrain a violation or cause, where possible, the complete or partial restoration, reconstruction or replacement of any structure demolished, partially demolished, altered, or partially altered in violation of this Division.

7.01.065: Guidelines for the Treatment of Historic Properties

A. In order to ensure that Ontario's historic resources are preserved for future generations, any proposed work on a historic resource shall follow the *Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings*. The standards were developed by the federal government to be guiding principles regarding the treatment of historic properties.

B. In addition to the *Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings*, any proposed work on a historic resource shall follow the standards and guidelines set forth by Division 6.01 (District Standards and Guidelines) of this Development Code, and the design guidelines established by Subsection D (Historic Preservation Design Guidelines) of this Section, as applicable.

C. The design guidelines referenced in this Section shall be enforceable in the same manner and to the same extent as any other provision of this Development Code.

D. The following design guidelines are intended to assist the designer in understanding the City's goals and objectives for the applicable development type. Furthermore, the guidelines are intended to compliment the mandatory development regulations contained in this Development Code by providing examples of potential design solutions and recommendations, and by providing design interpretations of the various mandatory regulations contained herein.

1. Additions.

a. *Converting Existing Space.* Using existing areas of the structure can provide additional usable square footage. Conversions of basements and attics to habitable space are the most preferred way of adding square footage. Consider introducing dormers to facilitate conversions. Small bays, if strategically spaced and in keeping with the overall design of the house, can accommodate more habitable space while maintaining the integrity of the overall design.

b. *New Construction.* All new construction shall be consistent with the existing structure. Large additions should be placed at the rear or side of structures to minimize visual impacts. New additions should be handled in one of two ways: **[i]** seamless additions that form a new dominant building mass consistent with the historic style and uses materials and architectural designs indistinguishable from what exists; and **[ii]** accented additions that express a new building projection as an additive element, reinforcing the identity of the original building, and is made from compatible, but not necessarily identical materials.

(1) New construction along the front of a building should generally maintain the proportion and arrangement of openings, projections, and other features.

(2) Upper-story additions are discouraged unless they are consistent with the original design and character of the house style.

(3) The architectural style shall be consistent with the original structure and shall use material similar to those used on the main structure, including siding treatment, windows, doors, trim, roof pitch, etc.

(4) Details on the addition shall match the architectural details on the original structure such as latticework projecting beams, etc.

c. *Garages and other Accessory Structures.* Garages and other accessory structures shall be consistent with the historic character of the main structure.

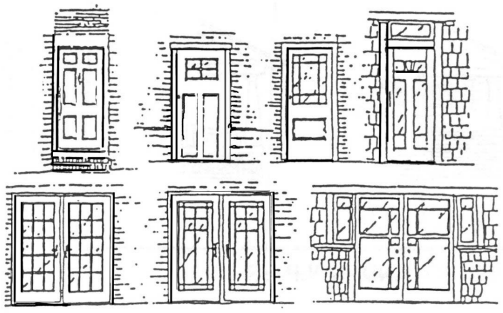
(1) The architectural style shall be consistent with the main structure and shall use material similar to those used on the main structure, including siding treatment, windows, doors, trim, roof pitch, etc.

(2) Details on the accessory structure shall match the architectural details on the main structure such as latticework, projecting beams, etc.

(3) Garages shall be located to the rear of the property and detached from the main structure.

2. Architectural Features.

a. *Common Features.* Traditional buildings and houses have many common features, regardless of the style of architecture.



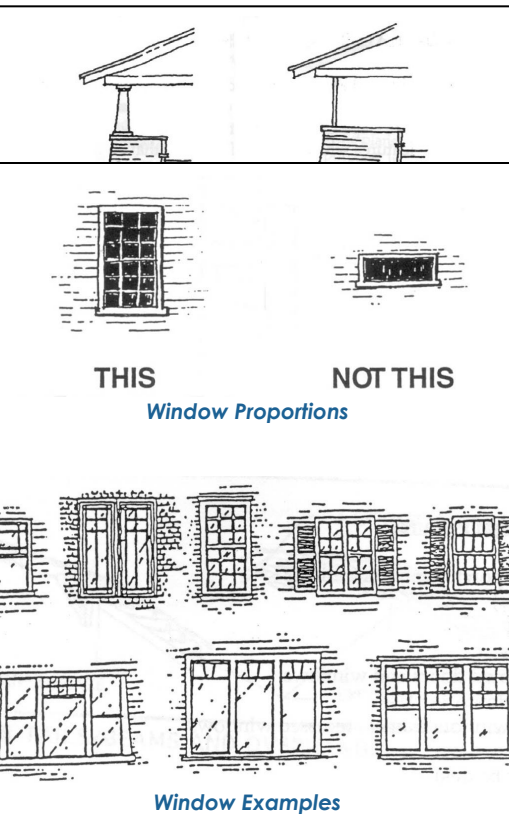
Door Examples

- Raised front porch;
- Massed columns on porch supports;
- Vertical orientation of windows;
- Window and door trim;
- Garage door (facing street) treatment (recessed, windows, ornamentation, etc.);
- Consistency of materials and colors with style of architecture;
- Detailed porch supports and railings;
- Dormers;
- Chimney;
- Balconies;
- Window Boxes; and
- Ornamentation (grill work over windows, tile accents, pop outs, relief bands, etc).

b. *Doors.* Traditional doors relate to the style of architecture of the building. Shown top right, are examples of door styles.

c. *Windows.* Traditional windows relate to the style of architecture of the building. Shown bottom right, are examples of window styles.

d. *Architectural Styles.* Architectural styles should be used for new development that is compatible with the architecture of the neighborhood. Refer to Reference "B" (Architectural Styles Guide) of this Development Code for an architectural styles guide containing a list of architectural styles and some common features found with the style. This list *of* architectural styles has been developed with the assistance of the California Office of Historic Preservation and these styles are the only styles approved, except where noted, for use with Historic Resource Surveys. The list is based on the following books about California Architecture:



Window Proportions

Window Examples

- The Guide to architecture in San Francisco and Northern California by David Gebhard, Robert Winter and Eric Sandweiss.
- Guide to the Architecture of Los Angeles and Southern California by David Gebhard and Robert Winter.

The list of architectural styles has been revised to include only those styles

either present in Ontario, or those styles, which could be used for infill development. In addition, the descriptive drawings are taken from the following books:

- A Field Guide to American Houses by Virginia & Lee McAlester; an American Shelter by Lester Walker.

3. Wood Siding and Architectural Details.

a. *Preservation.* All original wood siding and architectural details should be identified, retained, and preserved. All wall coverings that hide original wood siding and architectural details should be removed.

b. *Protection.* All causes of wood siding and architectural detail deterioration should be identified, evaluated and treated. Causes may include faulty flashing, leaking gutters, breaks and cracks, open joints, deteriorated caulking and sealants, insect or fungus infestation, and deteriorated coating such as paint or stain.

c. *Cleaning.* All deteriorated paint or stain should be removed by the gentlest method possible such as hand scraping, hand sanding, hot air heat guns, and chemical strippers. Paint shall not be removed by the propane butane torches, sandblasting, or water blasting. All wood surfaces that have had paint or stain removed shall be given new coatings to protect the wood.

d. *Repairs.* All deteriorated wood elements that cannot be repaired shall be removed. All removed wood elements shall be replaced with new wood details that match the size, shape and profile of the original element.

4. Concrete Walls.

a. *Preservation*. All original exterior concrete walls should be identified, retained and preserved. All original finish materials and coatings that have been applied should be identified.

b. *Protection.* All causes of concrete deterioration should be identified, evaluated and treated. Causes may include exposed steel reinforcing members or metal ties that are rusting, cracked broken concrete, flat surfaces that permit water to penetrate concrete, faulty flashing, and leaking gutters.

c. *Cleaning.* All concrete walls shall be cleaned with gentle methods that will not damage the plaster finish or concrete surface such as water and detergents applied with natural bristle brushes and low water pressure. After adequate testing, other cleaning methods, such as liquid chemical cleaners, that do not damage the concrete or cause ecological damage, high pressure water, and paint removal strippers may be permitted. Sandblasting is not permitted.

d. *Repairs.* All rusted steel reinforcing and metal ties shall be removed. All broken and loose concrete shall be removed. All concrete shall be patched using appropriate repair procedures all original finish materials shall be repaired.

e. *Replace Missing Concrete Details.* All missing or broken concrete details shall be replaced with new details that match the size, shape, color, and texture of the original detail.

5. Masonry Walls.

a. *Preservation.* All original exterior masonry walls should be identified, retained, and preserved. All finish materials and coatings that have been applied should be identified.

b. *Protection.* All causes of concrete deterioration should be identified, evaluated, and treated. Causes may include deteriorated roofs, insufficient drainage, deferred pointing, application of coatings and finish materials, faulty flashing, and leaking gutters.

c. *Cleaning.* All concrete walls shall be cleaned with gentle methods such water and detergents applied with natural bristle brushes and low water pressure as not to cause damage to the masonry or mortar. After adequate testing, cleaning methods such as liquid chemical cleaners that do not damage the masonry or mortar or cause ecological damage, high pressure water, and paint removal strippers may be permitted. Cleaning methods such as sandblasting, acid wash on limestone and marble, and metal bristle brushes are not permitted. Prior to initiating the work, all cleaning procedures should be tested to ensure that the masonry will not be damaged.

d. *Pointing Repair.* Deteriorated pointing will be repaired when it is identified. Deteriorated mortar will be removed using hand tools. Power tools shall not be used to remove deteriorated pointing. The new mortar should match the strength of the original. The new mortar should match the color, texture and style of the original mortar. The new pointing shall match the width and profile of the original.

e. *Repairing the Masonry.* Masonry units shall be replaced with new masonry units that match the size, texture and color of the original material. Broken masonry units should be patch rather than replaced.

f. *Replacing Masonry.* All missing or broken masonry units that cannot be repaired shall be replace with masonry units that match the size, shape, color and texture of the original detail.

6. Architectural Metals.

a. *Preservation.* All original metal architectural features should be identified, retained and preserved. Metal architectural features which are important in defining the historic character of the building shall not be removed.

b. *Protection.* All causes of metal corrosion should be identified, evaluated and treated. Causes may include exposing bare metal to water and moisture, deterioration of protective coatings, and galvanic action between two incompatible metals.

c. *Cleaning Non Ferrous Materials and Alloys.* The type of metal material shall be identified in order to determine the type of cleaning to be used. Non-ferrous metals (lead, tin, copper, zinc) whose natural patina should be preserved shall be identified. Non-ferrous materials with a natural patina shall have cleaned using gentle methods used in order to clean the surface without damaging the patina or coating. Alloys that may require protective coatings shall be identified. A gentle cleaning method that will not abrade the protective coating shall be used.

d. *Cleaning Ferrous Metals.* The type of ferrous material (cast iron, wrought iron, steel) shall be identified. The type of coating and condition of metal shall be determined.

Hand scraping shall be used to remove corrosion and deteriorated paint. Low pressure grit blasting may be used to remove corrosion and coatings when hand scraping is ineffective. Cleaned ferrous metals should be painted immediately with a corrosive resistant coating.

e. *Repair.* Metal features that are broken or dented shall be repaired. Metal features that are broken or dented shall not be replaced.

f. *Replacement.* Metal features that are too deteriorated to be repaired should be replaced. The original metal feature shall be used as a model for the new feature. Missing features shall not be replaced with details that do not convey the same visual appearance.

7. Exterior Plaster (Stucco).

a. *Preservation.* All original exterior plaster features should be identified, retained and preserved. Original exterior plaster features that are important in defining the overall historic character of the building shall not be removed.

b. *Protection.* All causes of plaster deterioration should be identified, evaluated and treated. Causes may include leaking roofs, faulty flashing, leaking gutters, broken concrete substrate, deteriorated or rusted metal lath, and deteriorated wood members.

c. *Cleaning.* All plaster shall be cleaned with gentle methods that will not damage the plaster. Use water and detergent with a soft natural bristle brush. Cleaning methods such as sandblasting or high pressure water are not permitted.

d. *Repairs.* All types of deterioration shall be identified such as spalling, broken, or cracked plaster and missing plaster details. All deteriorated substrate material shall be removed. All plaster shall be patched using industry approved repair procedures and materials. Where a large area of plaster needs to be replaced, the adjacent panel should be completely replaced in order to avoid a patched appearance.

8. Roofs.

a. *Preservation.* All original character defining features of the roof should be identified, retained and preserved. Features include shape, slope, roofing materials, and decorative details. The original defining features that have been removed or altered should be identified. The character defining features of the roof shall not be altered. Sound character defining features of the roof shall not be removed.

b. *Protection.* All causes of roof deterioration should be identified, evaluated and treated. Causes may include blocked drains and gutters, moisture condensation, faulty flashing, overhanging tree limbs, insect and fungus infestation, deteriorated roofing material, faulty application of roof fasteners, and deteriorated fasteners.

c. *Repairs.* All features shall be repaired with similar materials.

d. *Replacement.* All features that are not repairable shall be replaced. The deteriorated elements of the roof should be replaced with new material that preserves the overall shape and slope of the roof. Materials that do not convey the visual appearance of the original roof shall not be used.

e. *Additions to Buildings.* Roofs over additions should retain the character defining features of the original roof.

f. *Additions to Original Roofs.* Mechanical or solar collection should be installed do that they are not visible from the public right of way. Unless an original decorative feature on a house, downspouts should be located in an inconspicuous place, such as the corner, side or back of a building.

9. Doors.

a. *Preservation.* All original character defining features of doors should be identified, retained and preserved. Features include frames, jambs, door, transoms, sills, trim, screen door, and fan lights and sidelights. Doors that are important in defining the overall historic character of the building shall not be removed or radically changed. The pattern of the door shall not be changed. The historic appearance of doors through the use of inappropriate design, materials, finishes or color shall not be changed. Original fittings on doors shall not be stripped.

b. *Protection.* All causes of deterioration should be identified, evaluated and treated. Causes may include weathering due to paint deterioration, rusting due to paint deterioration, and sealant and caulking deterioration.

c. *Repairs.* Original broken door detail should be repaired. When repair of material or missing parts is appropriate, the entire door shall not be replaced.

d. *Replacement.* When a door can no longer be repaired, or is missing, replace it with a new door that matches the original. Character defining doors should not be replaced with new doors that do not convey the same visual appearance of the original.

e. *Doors in Additions to the Original Buildings.* New doors in additions to the original buildings should be compatible with the overall design of the original building, but not duplicate the pattern of the original door.

10. Windows.

a. *Preservation.* All original character defining features of windows should be identified, retained and preserved. Features include frames, heads, sills, trim, jambs, muntins, shutters, awnings, sash, glazing, blinds, and screens. Windows that are important in defining the overall historic character of the building shall not be removed or radically changed. The number, location, size or glazing pattern of windows shall not be changed. The historic appearance of windows through the use of inappropriate design, materials, finishes or color shall not be changed. Window trim should not be obscured with other materials. Original fittings on windows shall not be stripped.

b. *Protection.* All causes of deterioration should be identified, evaluated, and treated. Causes may include water penetration, weathering due to paint deterioration, rusting due to paint deterioration, and sealant and caulking deterioration.

c. *Repairs.* Original broken window features should be repaired. When repair of material or missing parts is appropriate, entire windows shall not be replaced.

d. *Replacement.* When a window can no longer be repaired, or is missing, replace it with a new window that matches the original. Character defining windows should not be replaced with new windows that do not convey the same visual appearance of the original.

e. *Windows in Additions to the Original Buildings.* New windows in additions to the original buildings should be compatible with the overall design of the original building, but not duplicate the fenestration pattern and detailing of the original window.

11. Entrances and Porches.

a. *Preservation.* All original entrance or porch, including doors, entablatures, columns, balustrades, and stairs should be identified, retained and preserved. If replacement is necessary, the proportion and composition of original design should be retained, preferably by using traditional moldings and balusters. An entrance or porch shall not be removed in order to reorient the building for a new use. Columns and railings for porches, stoops and front steps should be substantial looking and not be replaced with pipes, wrought iron or "ranch-style" members. Brick stairs are rarely appropriate; wood stairs are most appropriate to Late Victorian and Classical Revival houses. New entrances shall not be cut into the primary façade. Utilitarian or service entrances shall not be altered so they appear to be the formal entrance.

b. *Protection.* All causes of deterioration should be identified, evaluated, and treated. Causes may include water penetration, weathering due to paint deterioration, rusting due to paint deterioration, and sealant and caulking deterioration.

c. *Repairs.* The historic materials used in the character defining features should be repaired. Original materials should be used for repairs or substitute materials that are compatible. Substitute materials or features that do not convey the visual appearance of the original features shall not be used.

d. *Replacement.* When an entrance or porch can no longer be repaired, or is missing, replace it with a new entrance or porch that conveys the same visual appearance.

e. *A New Entrance or Porch on Additions to the Original Building.* A new entrance or porch should be designed to be compatible to the original buildings.

12. Storefronts.

a. *Preservation.* All original storefront should be identified, retained, and preserved. Store front features include bulkhead, window frames, door transom, recessed ceiling, lighting, wall material, display window, entry door, awnings, recessed paving, and parapets. The original features of the storefront shall not be removed. The location of the storefront main entrance shall not be changed. The original configuration of the storefront shall not be altered. Inappropriate materials shall not be added over original ones.

b. *Protection.* All causes of deterioration on the storefront should be identified, evaluated, and treated. Causes may include, water penetration, weathering due to paint deterioration, rusting due to paint deterioration, and sealant and caulking deterioration. Historic materials shall not be stripped from the storefront.

c. *Repairs.* The historic materials used in the character defining features of the storefront should be repaired. Original Materials or substitute materials that are compatible should

be used for repair. Materials or features that do not convey the visual appearance of the original features should not be substituted.

d. *Replacement.* If there is insufficient information about the original appearance of the storefront, it should be rebuilt using a new design whose size, scale, style, detail, and color are compatible with the original appearance. When a storefront can no longer be repaired, or is missing, replace it with a reconstructed storefront based on the available historical, pictorial and physical documentation available. A new design that is incompatible in size, scale, material, style and color with the original appearance is not allowed.

13. Significant Interior Space Features and Finishes.

a. *Preservation of Interior Spaces.* A floor plan or significant interior spaces that are important in defining the overall historic character of the building should be identified, retained, and preserved. Elements to be considered of the interior space are size, proportions, configuration, relationship of rooms, individual room or space, and relationship of features to spaces or rooms. The floor plan or significant interior spaces that are important in defining the overall historic character of the building shall not be radically changed. Interior space should not be altered or destroyed by inserting floors, cutting through floors, lowering ceilings, or adding or removing walls. A feature should not be relocated so that a historic relationship between the feature and the space is altered.

b. *Preservation of Interior Features and Finishes.* Interior features and finishes that are important in defining the overall historic character of the building should be identified, retained and preserved and shall not be removed or radically changed. New features or finishes that obscure the character defining features of the building should not be applied.

c. *Protection.* All causes of deterioration should be identified, evaluated, and treated. Causes include surface dirt, moisture penetration from the exterior, insect and fungus infestation, excessive moist or dry air, vandalism, improper cleaning procedures, and excessive use. The original features and finishes should be protected from inappropriate changes: removal of original features, replacement of original features, repainting of original finishes, and introduction of new mechanical, plumbing and electrical systems that cause damage when they are installed.

d. *Repairs.* Deteriorated features or finishes should be repaired using the same or compatible materials. Do not make repairs with incompatible materials.

e. *Replacement.* Un-repairable features or finishes should be replaced with new features or finishes that match the original. Features or finishes should not be replaced with new features or finishes that do not convey the same visual appearance of the original.

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Chapter 8.0:
Sign Regulations

Division 8.01—Sign Regulations

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Division 8.01—Sign Regulations

Sections:

8.01.000: Purpose
8.01.005: Applicability
8.01.010: Exempt Signs
8.01.015: Prohibited Signs
8.01.020: Sign Standards
8.01.025: Design Guidelines

8.01.000: Purpose

A. The regulations set forth by this Division contain the primary tools for implementing the sign policies, standards, and regulations of the City pursuant to the provisions of the State Outdoor Advertising Act (BPC Section 5200 et seq.), and other applicable state and local requirements, and prescribe standards for the type, placement, size, number, height, and illumination of signs in order to achieve the following purposes:

1. Maintain the attractiveness and orderliness of the City's appearance by avoiding sign clutter;

2. Protect agricultural, residential, commercial, industrial, civic, open space and utilities, from the loss of visual prominence resulting from excessive signing on nearby sites;

3. Protect public and private investment in buildings and open spaces;

4. Protect residentially zoned areas lying adjacent to commercial and industrial areas from the negative effects of excessive signs;

5. Enable users of goods and services to identify establishments offering services to meet their needs;

6. Encourage sound signing practices as an aid to business and inform the public, but to prevent excessive and confusing sign displays;

7. Regulate the number, size, height, and location of signs according to standards consistent with the types of establishments in each zoning district;

8. Promote traffic safety through appropriate and reasonable controls on signs;

9. Promote the public health, safety, and welfare by regulating and controlling all matters relating to signs; and

10. Protect the health, safety, and welfare of City residents from hazards resulting from improper, excessive, distracting and otherwise unsafe signage.

B. It is the determination of the City Council that a sign is intended to serve primarily to identify the general nature of an establishment, or to direct attention to a product, activity, place, person, organization or enterprise. The City Council further determines that as identification devices, signs should not subject the citizenry to excessive competition for their visual attention, and as

appropriate identification devices, signs should harmonize with the building or activity they serve, the neighborhood in which they are located, and other signs within the surrounding area and in the same zoning district.

C. The installation of signs that improve the appearance of a building and neighborhood is encouraged. As such, The City Council hereby promotes the use of artistry and innovation in the design of signs is decidedly encouraged.

8.01.005: Applicability

A. No sign, including copy change or a temporary sign, shall be approved and a permit therefore issued, except in conformance with the requirements of Table 2.02-1 (Review Matrix) and Section 4.03.020 (Sign Plans) of this Development Code, and the requirements of this Division.

B. No sign shall be erected, constructed, attached, affixed, or maintained on any property, except in conformity with the provisions of this Division, and expressly exempted by the provisions of Section 8.01.010 (Exempt Signs) of this Division.

C. It shall be illegal to use, occupy, or maintain property in violation of this Division. Any violation or failure to comply with the provisions of this Division shall render a person guilty of such violation, punishable in accordance with OMC Title 1, Chapter 2 (Penalty Provisions).

8.01.010: Exempt Signs

No sign, including copy change or a temporary sign, shall be placed, installed, constructed, displayed, or altered without a Sign Plan approved by the City pursuant to Section 4.03.020 (Sign Plans) of this Development Code, excepting the following:

A. **Official Notices.** Any sign, posting, notice or other indication used exclusively to display official notices, notices of any court or public office, or posted by a public officer in the performance of a public duty, or required by a public entity in carrying out its responsibility to protect the public health, safety or welfare, or otherwise required by law.

B. **Street and Traffic Control Signs.** Street name and traffic control signs, directional signs, informational signs of a public or semi-public nature, historical markers placed by a governmental or non-profit organization, and railroad crossing, danger, or other emergency warning signs, provided that no individual sign exceeds 4 SF in area.

C. **Directional Signs.** Signs guiding and directing traffic in parking lots and facilities, provided that no individual signs exceed 4 SF in area and 4 FT in height.

D. **Public Convenience Signs.** Signs showing the location of public restrooms, telephones, other public conveniences, and underground utilities, provided no individual sign exceeds 2 SF in area.

E. **Business Hours, Emergency Phone Numbers, Honoring Credit Cards, and Association Membership Signs.** Signs indicating business hours, emergency phone numbers, honoring credit cards, association memberships and similar types of sign, provided no individual sign exceeds one SF in area and the total area of all such signs does not exceed 4 SF.

F. **Interior Signs.** Signs located entirely within a building, structure or complex of buildings, which are not visible from a public street or from other adjacent properties.

G. **Menu Boards for Drive-In, Drive-Through, and Walk-Up Restaurants.** Menu boards not exceeding 36 SF in area and 6 FT in height for drive-in, drive-through, and walk-up restaurants, not to exceed 2 menu boards per restaurant.

H. **Building Plaques.** The names of buildings and dates of erection and dedicatory, memorial or historical plaques not exceeding 4 SF in area, which are constructed of bronze or other nonflammable material.

I. **Political Signs.** Political campaign signs installed pursuant to Subsection 8.01.025.J (Political Signs) of this Division.

J. **Posters and Bulletin Boards.** Temporary posters on private property, not exceeding 4 SF in area, which are located in windows or on bulletin boards, advertising benefit activities and events sponsored by local nonprofit organizations.

K. **Holiday Lights and Displays.** Holiday lights and displays that do not advertise any business establishment, product, or other commercial activity, limited to 30 days within any 60-day period.

L. **Real Estate and Construction Signs.** Temporary real estate and construction signs allowed pursuant to Table 8.01-1 (Sign Regulation Matrix) of this Division.

M. **Home Occupation Signs.** Signs attached to the exterior wall of a dwelling, at or near the building entrance, which identify a legally established home occupation conducted therein, not to exceed one sign per dwelling, maximum 18 inches square in size, and mounted at eye level, no higher than 6 FT above finished floor of the dwelling, measured at the top edge of the sign.

8.01.015: Prohibited Signs

The following signs and circumstances are expressly prohibited within the City, except as otherwise provided by this Division:

A. Any sign not specifically allowed by this Division; however, nothing in this Division shall be construed to prohibit any sign, notice, or advertisement required by Federal, State, or local laws.

B. Billboards, including vehicle-mounted billboards (roving or stationary), excepting **[i]** billboards established pursuant to a Billboard Relocation Agreement, implemented pursuant to Section 4.02.010 (Billboard Relocation Agreements); and **[ii]** billboards located within the ONT zoning district, established pursuant to the requirements of Table 8.01-1 (Sign Regulations Matrix) of this Development Code.

C. Rotating, revolving, or otherwise moving signs designed to attract attention by visual means through the movement or semblance of movement of the whole or any part of the sign, including rotation, special lighting or wind actuated devices, and signs that flash, blink or reflect light by means of a glossy, polished, or mirrored surface, excepting barber poles, time and temperature signs, and electronic message displays allowed pursuant to Paragraph C.3 (Electronic Message Displays) of this Section.

D. Searchlights, open flames, or loudspeakers used to call attention to a product, service or property.

E. Signs that float in the air, such as signs affixed to, or printed on, hot air balloons, helium balloons, or kites, inflated signs, and any other type of aerial sign, except as temporary signs or displays allowed pursuant to Table 8.01-1 (Sign Regulation Matrix) of this Division.

F. Banner signs, except as temporary promotional or special event signs allowed pursuant to Table 8.01-1 (Sign Regulation Matrix) of this Division.

G. Signs that emit or amplify any sounds or noise.

H. Signs illuminated by lighting that changes in color or intensity of color, excepting electronic message displays allowed pursuant to Paragraph C.3 (Electronic Message Displays) of this Section.

I. Signs that generate particulate matter, including but not limited to, bubbles, smoke, fog, confetti or ashes.

J. Swooper signs, except as temporary promotional or special event signs allowed pursuant to Table 8.01-1 (Sign Regulation Matrix) of this Division.

K. Signs placed on, affixed to, or erected on or over public rights-of-way, excepting street banners allowed pursuant to Subsection 8.01.025.G (Street Banner Program and Street Banners) of this Division.

L. Signs that identify or advertise a product or service not available on the premises, excepting offsite real estate signs allowed pursuant to Table 8.01-1 (Sign Regulation Matrix) of this Division.

M. Signs erected on roofs, or that project above the eave, parapet line or roofline, or above a canopy of a building.

N. Internally illuminated signs with a directly exposed source of light.

O. Lit borders consisting of neon or LED fixtures, which are affixed around the interior or exterior perimeter of windows, excepting holiday and/or seasonal lights and displays allowed pursuant to Subsection 8.01.010.K of this Division.

P. Externally illuminated signs where the source of light is directly visible to pedestrians or vehicular traffic.

Q. Signs that emit or reflect light by means of direct fluorescence, phosphorescence, or "day-glow" colors.

R. Signs that obstruct the visual lines of sight at corners or intersections for drivers of motor vehicles.

S. Signs that may obstruct the free use of any exit, entrance, window, vent, emergency access, fire lane, fire hydrant, or standpipe.

T. Signs that may interfere with, obstruct, confuse, or mislead pedestrian or vehicular traffic.

U. Any sign illumination that, in the opinion of the Zoning Administrator, exhibits undue glare.

V. Signs affixed to trucks, automobiles, trailers or any other vehicle that advertise, identify, or provide direction to a use or activity not related to its lawful making of deliveries or sales of merchandise, or rendering of services from such vehicles.

W. Parking of legitimate delivery, sales, or service vehicles in an off-site location, or on-site, within a parking lot adjacent to a public street for the purpose of advertising.

X. Any sandwich board, "A" frame sign, or other portable sign, except as temporary signs or displays allowed pursuant to Table 8.01-1 (Sign Regulation Matrix) of this Division.

Y. Signs affixed to, or painted on, a rock, tree, or any other natural feature.

Z. Changeable copy signs, excepting electronic message displays allowed pursuant to Paragraph 8.01.020.C.3 (Electronic Message Displays) of this Division, and those changeable copy signs specifically allowed pursuant to Table 8.01-1 (Sign Regulation Matrix) of this Division.

AA. Any sign having a dimension in excess of 1.5 FT in height and 1.5 FT in width, which identifies a home occupation.

BB. Any sign consisting of several sheets of paper connected together by perforations, tape, staples or any other means.

CC. Signage painted on the exterior walls or fascia of a building or structure.

DD. Supergraphics.

EE. Human signs, including human billboards, human directionals, and sign walkers, wavers and twirlers (holding or wearing a sign, or the act of spinning or dancing while holding or wearing a sign, or wearing a costume, in order to attract attention).

8.01.020: Sign Standards

A. General Regulations.

1. No sign shall be placed on private property, including vacant property, without written authorization from the owner or the occupant, and approval of plans by the City, pursuant to the provisions of Section 4.03.020 (Sign Plans) of this Development Code.

2. No sign shall be placed on public property or within the public right-of-way without written City approval. Signs placed on public property or in the public right-of-way without specific approval, shall be deemed illegal and shall be abated pursuant to the provisions of Section 3.02.015 (Illegal Signs) of this Development Code.

3. Creative and imaginative signage is strongly encouraged and is the standard by which Sign Plan applications will be judged, together with the specific architectural style of adjacent buildings.

4. There are many acceptable sign treatments that may be used; however, a mixed media, three-dimensional approach, which incorporates a combination of fabrication and lighting techniques, is preferred.

5. Consider **[i]** the overall concept of the project a proposed sign will serve, **[ii]** the scale of the proposed sign, and **[iii]** the critical viewing angles and sight lines when designing appropriate graphics and signs for site and storefront installations.

6. A sign shall be located on the same site as the use, activity, or structure it identifies, except as otherwise expressly permitted by this Division.

7. No sign shall resemble a traffic safety or control device or, by intensity of illumination, location or design, impair the vision of, or create a hazard for, motorists on a public street or highway.

8. Lateral and columnar sign supports are to be designed to be architecturally integrated with the building to which it is attached, or so that required bracing, including but not limited to, angle irons, guy wires, cables or other appurtenances, shall not be exposed to public view.

9. All signs shall be constructed to conceal conduits and raceways, exposed wiring, and electrical appurtenances.

B. Sign Regulations.

1. Sign Regulation Matrix. Table 8.01-1 (Sign Regulation Matrix) of this Division, identifies the sign classification, type, number, location, area, height, length, allowed within each zoning district of the City, along with any applicable special regulations. The standards contained in the Sign Regulation Matrix are maximums, unless otherwise stated. The maximum standard established by Table 8.01-1 (Sign Regulation Matrix) may be reduced by the Approving Authority in cases when the Approving Authority can clearly establish by written decision that that implementation of the maximum standard would:

a. Adversely affect the public health, safety or welfare; or

b. Result in a sign design and/or placement inconsistent with the requirements of this Section; or

c. Be contrary to the aesthetic sensibilities of the neighborhood in which the sign is proposed.

2. Downtown Ontario Design Guidelines. The Downtown Ontario Design Guidelines, included as Reference "C" of this Development Code, establishes a set of architectural, graphic, and lighting design principles for the rehabilitation of properties within the City's historic original downtown area (project area). Signs proposed within the project area shall be subject to the sign requirements contained within the Downtown Ontario Design Guidelines. The affected area is bordered by I Street on the north, Vine Street on the west, Sultana Avenue on the east, and railroad tracks on the south, and is defined in Figure 1.4 (Land Use Districts) of the Downtown Ontario Design Guidelines. The design guidelines also apply to those properties located across the street from, and directly abut, the project area.

Table 8.01-1: Sign Regulation Matrix

Sign Classification	*Sign Type, Maximum Number, and Location*	*Maximum Sign Area*	*Maximum Height*	*Maximum Sign Length*	*Special Regulations*
A. ALL ZONING DISTRICTS (excepting those "specialty signs" listed in Subsection G (Standards for Specialty Signs) of this Table)					
1. Temporary Signs					
a. Construction Signs	One freestanding sign or wall sign per parcel.	32 SF per sign face.	8 FT	No restriction.	**[1]** Signs shall be nonilluminated. **[2]** Signs shall be removed within 5 days following the sale or lease of the last unit, or final Building Department inspection.
b. Off-Site Residential Subdivision Signs	Number and location subject to Planning Director approval; however, a sign shall not be located more than 600 FT from any other Off-Site Residential Subdivision Sign location.	35 SF	Sign: 7 FT (overall) Business Panel Signs: 10 inches (each)	Panel: 5 FT (each)	**[1]** The design, construction materials, and color scheme of Off-Site Residential Subdivision Signs shall be pursuant to an Off-Site Residential Subdivision Sign Program approved by the Planning Director. No more than 6 sign panels shall be affixed to any one structure. **[2]** Each sign panel may only contain the name of the residential subdivision and a directional arrow. **[3]** The placement of Off-Site Residential Subdivision Signs within the public right-of-way shall be subject to approval of an encroachment permit by the City Engineer. **[4]** No flags, balloons, pennants, or other riders or decorations are permitted. The illumination of Off-Site Subdivision Signs is not permitted. **[5]** Signs shall not advertise residential subdivisions

Table 8.01-1: Sign Regulation Matrix

Sign Classification	*Sign Type, Maximum Number, and Location*	*Maximum Sign Area*	*Maximum Height*	*Maximum Sign Length*	*Special Regulations*
					located outside of the city limits. **[6]** Individual directional panels shall be allowed to remain until such time that the respective subdivision is sold-out. **[7]** It shall be unlawful for any person to place or erect an Off-Site Residential Subdivision Sign, except in conformity with the herein stated provisions **[8]** The City Council may by resolution, authorize the administration of an Off-Site Residential Subdivision Sign Program by one or more organizations of its choosing.
c. Off-Site Business Signs	Number and location subject to Planning Commission approval.	35 SF	Sign: 7 FT (overall) Business Panel Signs: 10 inches (each)	Business Panel Signs: 5 FT (each)	**[1]** A maximum of 2 Off-Site Business Signs may be permitted for a business, or group of businesses, when the Planning Commission can make each of the following findings: ▪ Five or more businesses are affected by the same special circumstances; and ▪ Special circumstances exist which adversely affect the businesses, such as temporary closure of a public street, which provides main access to the businesses. **[2]** The design, construction materials, and color scheme of an Off-Site Business Sign

Table 8.01-1: Sign Regulation Matrix

Sign Classification	*Sign Type, Maximum Number, and Location*	*Maximum Sign Area*	*Maximum Height*	*Maximum Sign Length*	*Special Regulations*
					shall be subject to approval by the Planning Commission. **[3]** No more than 6 business panel signs shall be affixed to any one structure. **[4]** The placement of Off-Site Business Signs within the public right-of-way shall be subject to approval of an encroachment permit by the City Engineer. **[5]** No flags, balloons, pennants, or other riders or decorations are permitted. The illumination of Off-Site Business Signs is not permitted. **[6]** It shall be unlawful for any person to place or erect an Off-Site Business Sign, except in conformity with the herein stated provisions. **[7]** An Off-Site Business Sign shall be removed within 30 days following the special circumstances that allowed the sign, ceases to exist. **[8]** No otherwise eligible business shall be allowed an Off-Site Business Sign until all illegal signs associated with such businesses are removed.
d. Political Signs					Refer to Paragraph 8.01.020.K (Political Signs) of this Division for political sign regulations.
e. Street Banners	Pursuant to Subsection 8.01.020.G (Street Banners	No restriction.	No restriction.	No restriction.	Comply with the requirements of Subsection

Table 8.01-1: Sign Regulation Matrix

Sign Classification	Sign Type, Maximum Number, and Location	Maximum Sign Area	Maximum Height	Maximum Sign Length	Special Regulations
	and Street Banner Programs) of this Division.				8.01.020.G (Street Banners and Street Banner Programs)
f. Large Public Notification Signs					Refer to Division 2.03 (Public Hearings), Paragraph 2.03.010.C.4 (Supplemental Public Noticing Requirements – Posting) for large public notification sign regulations.
2. Permanent Signs					
a. Address Signs	One wall sign and rooftop sign per building or divided tenant space.				Street addresses shall be posted pursuant to Subsections 6.06.020.B (Posting of Street Address Numbers) and D (Posting of Rooftop Address Numbers) of this Development Code.
b. Directional Signs	Pole, monument, or wall sign.	4 SF per sign face.	Pole or monument signs shall not exceed 4 FT in height.		Signs shall be for the purpose of serving the public safety or convenience (e.g., signs such as "parking," "entrance," "exit" and the like). The sign may include the name/logo of the business it serves.
c. Directory Signs	Monument or wall sign. The number and location shall be at the discretion of the Planning Director.	6 SF per sign face.	6 FT		Directory signs should include a plot plan showing all private drives and roads, building locations with unit numbers and addresses, and fire hydrant locations. The directory should also include a reference point on the plot plan indicating the location of the directory and a north arrow.
d. Government Flags and Emblems	No restrictions.	No restriction.	No restriction.	No restriction.	Includes flags or emblems of the United States of America, the State of California, the County of San Bernardino and the City of Ontario.

Table 8.01-1: Sign Regulation Matrix

Sign Classification	*Sign Type, Maximum Number, and Location*	*Maximum Sign Area*	*Maximum Height*	*Maximum Sign Length*	*Special Regulations*
e. Wall Murals	Murals shall be original, non-commercial works of art; uniquely designed for the specific location it is proposed. Ideally, murals should depict the historic character of the community or reflect Ontario's environmental setting.	There is no maximum allowed sign area; however, murals must complement the scale and architectural features of the building on which they are located.	No restriction.	No restriction.	**[1]** Murals are intended to enhance the quality of the area in which it is located, and the community as a whole. They should not serve to direct attention to a specific business, product, or service. **[2]** Wall murals may be approved by the Planning Commission, upon consideration of the following: ▪ Compatibility of the design with the immediate environment of the site; ▪ Appropriateness of the design and size to the function of the site; ▪ Compatibility of the design and location within a unified theme; and ▪ Appropriateness of the design as a public work of art. The design may portray, but not be limited to, a cultural, historical, or scenic subject.
B. RESIDENTIAL ZONING DISTRICTS (excepting those "specialty signs" listed in Subsection G (Standards for Specialty Signs) of this Table)					
1. Temporary Signs					
a. Real Estate Signs (signs identifying properties and dwellings for resale)	One freestanding sign per lot, which identifies a property as "For Sale," "For Lease" or "For Rent."	8 SF per sign face. 4 SF per sign face.	5 FT 3 FT		**[1]** Only nonilluminated signs shall be allowed. **[2]** A sign identifying a property for sale/lease/rent shall be removed within 5

Table 8.01-1: Sign Regulation Matrix

Sign Classification	Sign Type, Maximum Number, and Location	Maximum Sign Area	Maximum Height	Maximum Sign Length	Special Regulations
	One on-site freestanding sign per event, which identifies an "Open House." Four off-site freestanding directional signs, which identifies the location of an "Open House" event.	4 SF per sign face.	3 FT		days following the close of escrow. **[3]** Open House" signs shall be allowed as follows: ▪ Signs may be placed between the hours of 8:00 AM and 8:00 PM, on Friday, Saturday, Sunday, and legal holidays; ▪ Off-site directional signs shall be located no farther than 0.5-mile from the Open House location; ▪ Signs shall not be placed on the public sidewalk; and ▪ No flags, balloons, pennants, or other sign riders or decorations shall be used.
b. Subdivision Sales Offices and Model Home Gran Openings < 5 acres	One freestanding or wall sign per subdivision.	32 SF per sign face.	12 FT		**[1]** Only nonilluminated signs shall be allowed. **[2]** Signs shall be removed within 30 days following the sale of the last unit in the complex. **[3]** No flags, balloons, or pennants shall be used.
c. Subdivision Sales Offices and Model Home Grand Openings ≥ 5 acres	One freestanding or wall signs per street frontage of a subdivision, not to exceed a total of 3 signs.	32 FT per sign face.	12 FT		
2. Permanent Signs					
a. Single-Family Signs					
▪ Subdivision Signs	One monument sign or wall sign per subdivision, located at the subdivision entry or at major intersecting boundary streets.	12 SF per sign face.	4 FT (freestanding)		**[1]** Only nonilluminated signs shall be allowed. **[2]** The Planning Director may implement measures to ensure sign maintenance, such as the establishment of a homeowners association

Table 8.01-1: Sign Regulation Matrix

Sign Classification	*Sign Type, Maximum Number, and Location*	*Maximum Sign Area*	*Maximum Height*	*Maximum Sign Length*	*Special Regulations*
					and the recordation of appropriate CC&Rs with the San Bernardino County Recorder's office, or other suitable measures.
▪ Home Occupation Signs	One wall sign per dwelling, located at or near the building entrance.	2.25 SF	1.5 FT	1.5 FT	Home occupation signs shall be mounted at eye level, no higher than 6 FT above finished floor of the dwelling, measured at the top edge of the sign.
b. Multiple-Family Signs					
▪ Complex Signs	One monument sign or wall sign per street frontage.	24 SF per sign face.	6 FT (freestanding)		**[1]** Signs shall be nonilluminated. **[2]** Wall signs shall comply with Subsection 8.01.020.D (Building Wall and Fascia Signs) of this Division. **[3]** Monument signs shall comply with Paragraph 8.01.020.C.1 of this Division.
▪ Site Directory Signs	One monument or wall site directory sign per vehicle entry.	12 SF per sign face.	6 FT (freestanding)		
c. Institutional User Signs (e.g., day care facilities, religious assembly, schools, etc.)	Wall Signs: One sign per street frontage, not to exceed 2 signs per building. Monument Signs: One sign per street frontage.	Wall Signs: 24 SF per building elevation. Monument Signs: 24 SF per sign face.	Wall Signs: 2 FT maximum alphanumeric character height. Monument Signs: 6 FT	Wall Signs: Not to exceed 80% of the elevation width upon which the sign is located.	Wall Signs: Signs shall comply with Subsection 8.01.020.D (Building Wall and Fascia Signs) of this Division. Monument Signs: Signs shall comply with Paragraph 8.01.020.C.1 of this Division.
C. COMMERCIAL ZONING DISTRICTS (excepting those "specialty signs" listed in Subsection G (Standards for Specialty Signs) of this Table)					
1. Temporary Signs					
a. Real Estate Signs	One freestanding sign or wall sign per parcel.	32 SF per sign face.	8 FT		**[1]** Signs shall be nonilluminated.

Table 8.01-1: Sign Regulation Matrix

Sign Classification	*Sign Type, Maximum Number, and Location*	*Maximum Sign Area*	*Maximum Height*	*Maximum Sign Length*	*Special Regulations*
					[2] Signs shall be removed within 5 days following the sale or lease of the last unit has been completed.
b. Window Signs and Displays	Window signs	Limited to 25% of the window area, excepting within the area covered by the Downtown Ontario Design Guidelines (see Reference "C" of this Development Code for applicable standards).			**[1]** Window signs shall be allowed only on windows located on the ground floor of a building frontage. **[2]** Window signs shall be painted or mounted only on the inside of doors and windows. **[3]** Signs placed on the interior of a building, which are located within 3 FT of a storefront window and are visible from the building exterior, shall be deemed a window sign.
c. On-Site Promotional and Special Event Signs and Banners					
▪ ≤ 8,000 SF of tenant GFA	One wall-mounted banner per tenant.	50 SF per sign face.	3 FT	Not to exceed 50% of the elevation width upon which the sign is located.	**[1]** Business Grand Opening. A new business may be allowed temporary signage identifying its grand opening, one time, for a maximum of 30 days duration. **[2]** Retail Sales and Business Events. A Retail Sales or Business Event pursuant to Paragraph 5.03.395.G.1 of this Development Code may be allowed temporary signage for maximum 3 periods of 30 days duration per calendar year. Periods may be used consecutively. **[3]** Holiday Retail Sales. Holiday Retail Sales
▪ > 8,000 SF of tenant GFA	One wall-mounted banner per tenant.	75 SF per sign face.	5 FT	Not to exceed 50% of the elevation width upon which the sign is located.	

Table 8.01-1: Sign Regulation Matrix

Sign Classification	*Sign Type, Maximum Number, and Location*	*Maximum Sign Area*	*Maximum Height*	*Maximum Sign Length*	*Special Regulations*
					established pursuant to Paragraph 5.03.395.G.2 of this Development Code may be allowed temporary signage for maximum 30 days duration. **[4]** Shows and Exhibits. Shows and Exhibits established pursuant to Paragraph 5.03.395.G.3 of this Development Code may be allowed temporary signage for maximum 30 days duration. **[5]** Amusement and/or Sporting Events. Amusement and/or Sporting Events established pursuant to Paragraph 5.03.395.G.4 of this Development Code may be allowed temporary signage for maximum 30 days duration per calendar year, which may be used in a single period, or in 2 periods of 15 days duration. **[6]** Tent Revivals. Tent Revivals established pursuant to Paragraph 5.03.395.G.5 of this Development Code may be allowed temporary signage for maximum 30 days duration per calendar year, which may be used in a single period, or in 2 periods of 15 days duration. **[7]** Charitable and Fund Raising Events. Charitable and Fund Raising Events established pursuant to Paragraph 5.03.395.G.6 of this Development Code may

Table 8.01-1: Sign Regulation Matrix

Sign Classification	Sign Type, Maximum Number, and Location	Maximum Sign Area	Maximum Height	Maximum Sign Length	Special Regulations
					be allowed temporary signage during the specified "holiday periods," and the specified "additional events" for which a Temporary Use Permit has been issued.
2. Permanent Signs					
a. Wall Signs					
▪ Retail: Businesses Occupying > 100,000 SF	One primary wall sign per building elevation, not to exceed 3 signs, plus 2 descriptor signs.	200 SF per building elevation.	Primary Signs: 6 FT for alphanumeric characters and graphic logos/icons. Descriptor Signs: 2 FT for alphanumeric characters and graphic logos/icons.		Comply with Subsection 8.01.020.D (Building Wall and Fascia Signs) of this Division.
▪ Retail: Businesses Occupying 50,000 SF to 99,999 SF	One primary wall sign per building elevation, not to exceed 3 signs, plus 2 descriptor signs.	175 SF per building elevation.	Primary Signs: 5 FT for alphanumeric characters and graphic logos/icons. Descriptor Signs: 2 FT for alphanumeric characters and graphic logos/icons.		
▪ Retail: Businesses Occupying 20,000 SF to 49,999 SF	One primary wall sign per building elevation, not to exceed 3 signs, plus 2 descriptor signs.	150 SF per building elevation.	Primary Signs: 4 FT for alphanumeric characters and graphic logos/icons. Descriptor Signs: 1.5 FT for alphanumeric characters and graphic logos/icons.		
▪ Retail: Businesses Occupying 8,000 SF to 19,999 SF	One primary wall sign per building elevation, not to exceed 3 signs, plus 2 descriptor signs.	100 SF per building elevation.	Primary Signs: 3 FT for alphanumeric characters and graphic logos/icons. Descriptor Signs: 12 inches for alphanumeric characters and graphic logos/icons.		
▪ Retail: Businesses Occupying < 8,000 SF	One wall sign per building elevation, not to exceed 3 signs.	50 SF per building elevation.	Alphanumeric Characters: 2 FT. Logos/Icons: 4 FT.		

Table 8.01-1: Sign Regulation Matrix

Sign Classification	*Sign Type, Maximum Number, and Location*	*Maximum Sign Area*	*Maximum Height*	*Maximum Sign Length*	*Special Regulations*
▪ Office: Multiple-Story Building Identification	One wall sign per building elevation, not to exceed 2 signs.	100 SF per building elevation.	3 FT for alphanumeric characters and graphic logos/icons.		**[1]** Comply with Subsection 8.01.020.D (Building Wall and Fascia Signs) of this Division. **[2]** Signage shall be limited to identification of the building, and not individual tenants.
▪ Office: Multiple Story Building—Tenant Identification	One wall sign per building elevation, not to exceed 2 signs.	50 SF per building elevation.	2 FT for alphanumeric characters and graphic logos/icons.		**[1]** Comply with Subsection 8.01.020.D (Building Wall and Fascia Signs) of this Division. **[2]** A maximum of 2 tenant identification signs shall be permitted regardless of the number of tenants contained within the building.
▪ Office: Single Story Building—Tenant Identification	One wall sign per building elevation, not to exceed 2 signs. Alternately, for multiple tenant buildings, one nameplate may be provided for each tenant (2 nameplates may be provided for end/corner-unit tenants).	Wall Signs: 50 SF. Nameplates: 15 SF.	Wall Signs: 2 FT for alphanumeric characters and graphic logos/icons. Nameplates: 1.5 FT for nameplates and 12-inches for alphanumeric characters and graphic logos/icons.		**[1]** Comply with Subsection 8.01.020.D (Building Wall and Fascia Signs) of this Division. **[2]** Nameplates shall not be illuminated.
b. Monument Signs					
▪ Commercial Center Identification Signs	One monument sign for each 500 FT (lineal) of street frontage, with a minimum 300 FT spacing between signs.	50 SF per sign face.	7 FT (3.5 FT for a sign installed within the corner cut-off area of intersecting streets).		Comply with Paragraph 8.01.020.C.1 (Monument Signs) of this Division.
▪ Building Identification Signs (not a part of a center or complex)	One monument sign per street frontage.	36 SF per sign face.	6 FT		
c. Directional Signs (On-Site)	Freestanding directional signs (on-site only) shall be permitted as determined appropriate by the Planning Director.	4 SF per sign face	4 FT		The design of directional signs shall be consistent with the architectural design of the buildings they serve.

Table 8.01-1: Sign Regulation Matrix

Sign Classification	*Sign Type, Maximum Number, and Location*	*Maximum Sign Area*	*Maximum Height*	*Maximum Sign Length*	*Special Regulations*
d. Freeway Signs	[1] One sign per parcel having a minimum of 600 FT of freeway frontage and is developed as a single entity. [2] Two signs per parcel having a minimum of 1,800 FT of freeway frontage, a minimum of 10 acres in area, and is developed as a single entity. [3] Three signs per parcel having a minimum of 3,000 FT of freeway frontage, a minimum of 10 acres in area, and is developed as a single entity.	150 SF per sign face.	35 FT maximum; however, the height may be increased to 45 FT if the site is at least 10 FT lower than the freeway finish surface.	No sign face shall exceed 25 FT in any direction.	**[1]** Comply with Paragraph 8.01.020.C.2 (Freeway Signs) of this Division. **[2]** No advertising display shall contain flashing, intermittent, or moving lights, other than that part necessary to give public service information, including, but not limited to, the time, date, temperature, weather, or similar information, or an Electronic Message Display that complies with Paragraph 8.01.020.C.3 (Electronic Message Displays) of this Division.
D. MIXED-USE ZONING DISTRICTS (excepting those "specialty signs" uses listed in Subsection F (Standards for Specialty Signs) of this Table)					
All Signs	Rely upon the sign standards for residential land uses established by Subsection B (Residential Zoning Districts) of this Table; and rely upon the sign standards for commercial land uses established by Subsection C (Commercial Zoning Districts) of this Table				
E. INDUSTRIAL ZONING DISTRICTS (excepting those "specialty signs" uses listed in Subsection G (Standards for Specialty Signs) of this Table)					
1. Temporary Signs					
a. Real Estate Signs	One freestanding sign or wall sign per parcel.	32 SF per sign face.	8 FT.		**[1]** Signs shall be nonilluminated. **[2]** Signs shall be removed within 5 days following the sale or lease of the last unit has been completed.
b. Window Signs and Displays	Window signs	Limited to 25% of the window area.			**[1]** Window signs shall be allowed only on windows located on the ground floor of a building frontage. **[2]** Window signs shall be painted or mounted only on

Table 8.01-1: Sign Regulation Matrix

Sign Classification	*Sign Type, Maximum Number, and Location*	*Maximum Sign Area*	*Maximum Height*	*Maximum Sign Length*	*Special Regulations*
					the inside of doors and windows. **[3]** Signs placed on the interior of a building, which are located within 3 FT of a storefront window and are visible from the building exterior, shall be deemed a window sign.
c. On-Site Promotional and Special Event Signs and Banners	One wall-mounted banner per tenant.	One-half the area allowed for permanent tenant identification signage, not to exceed 50 SF.		Not to exceed 50% of the elevation width upon which the sign is located.	**[1]** Business Grand Opening. A new business may be allowed temporary signage identifying its grand opening, one time, for a maximum of 30 days duration. **[2]** Retail Sales and Business Events. A Retail Sales or Business Event pursuant to Paragraph 5.03.395.G.1 of this Development Code may be allowed temporary signage for maximum 3 periods of 30 days duration per calendar year. Periods may be used consecutively. **[3]** Holiday Retail Sales. Holiday Retail Sales established pursuant to Paragraph 5.03.395.G.2 of this Development Code may be allowed temporary signage for maximum 30 days duration. **[4]** Shows and Exhibits. Shows and Exhibits established pursuant to Paragraph 5.03.395.G.3 of this Development Code may be allowed temporary signage for maximum 30 days duration.

Table 8.01-1: Sign Regulation Matrix

Sign Classification	Sign Type, Maximum Number, and Location	Maximum Sign Area	Maximum Height	Maximum Sign Length	Special Regulations
					[5] Amusement and/or Sporting Events. Amusement and/or Sporting Events established pursuant to Paragraph 5.03.395.G.4 of this Development Code may be allowed temporary signage for maximum 30 days duration per calendar year, which may be used in a single period, or in 2 periods of 15 days duration. **[6]** Tent Revivals. Tent Revivals established pursuant to Paragraph 5.03.395.G.5 of this Development Code may be allowed temporary signage for maximum 30 days duration per calendar year, which may be used in a single period, or in 2 periods of 15 days duration. **[7]** Charitable and Fund Raising Events. Charitable and Fund Raising Events established pursuant to Paragraph 5.03.395.G.6 of this Development Code may be allowed temporary signage during the specified "holiday periods," and the specified "additional events" for which a Temporary Use Permit has been issued.
2. Permanent Signs					
a. Wall Signs					
▪ Businesses Occupying > 250,000 SF	One wall sign per street frontage, and/or at a public entrance facing a parking	250 SF per wall sign	Wall Signs: 6 FT for alphanumeric characters and graphic logos/icons.	Not to exceed 75% of the elevation width upon which the sign is located.	Comply with Subsection 8.01.020.D (Building Wall and Fascia Signs) of this Division.

Table 8.01-1: Sign Regulation Matrix

Sign Classification	*Sign Type, Maximum Number, and Location*	*Maximum Sign Area*	*Maximum Height*	*Maximum Sign Length*	*Special Regulations*
	lot, not to exceed 2 signs per tenant.				
▪ Businesses Occupying 249,999 SF to 100,000 SF	One wall sign per street frontage, and/or at a public entrance facing a parking lot, not to exceed 2 signs per tenant.	200 SF per wall sign	Wall Signs: 5 FT for alphanumeric characters and graphic logos/icons.	Not to exceed 75% of the elevation width upon which the sign is located.	
▪ Businesses Occupying 99,999 SF to 50,000 SF	One wall sign per street frontage, and/or at a public entrance facing a parking lot, not to exceed 2 signs per tenant.	150 SF per wall sign	Wall Signs: 4 FT for alphanumeric characters and graphic logos/icons.	Not to exceed 75% of the elevation width upon which the sign is located.	
▪ Businesses Occupying 49,999 SF to 20,000 SF	One wall sign per street frontage, and/or at a public entrance facing a parking lot, not to exceed 2 signs per tenant.	100 SF per wall sign	Wall Signs: 3 FT for alphanumeric characters and graphic logos/icons.	Not to exceed 75% of the elevation width upon which the sign is located.	
▪ Businesses Occupying < 20,000 SF	One wall sign per street frontage, and/or at a public entrance facing a parking lot, not to exceed 2 signs per tenant.	50 SF per wall sign	Wall Signs: 2 FT for alphanumeric characters and graphic logos/icons.	Not to exceed 75% of the elevation width upon which the sign is located.	
[b] Monument Signs					
▪ Industrial Park, Center or Complex Identification Sign	One sign per street frontage, not to exceed 2 signs.	36 SF per sign face.	6 FT (3.5 FT for a sign installed within the corner cut-off area of intersecting streets).		Comply with Paragraph 8.01.020.C.1 (Monument Signs) of this Division.
▪ Single or Multiple-Tenant Building Identification Signs—Not a Part of a Park, Center or Complex	One sign per street frontage, not to exceed 2 signs.	36 SF per sign face.	6 FT (3.5 FT for a sign installed within the corner cut-off area of intersecting streets).		
F. SPECIAL USE ZONING DISTRICTS (excepting those "Specialty Signs" listed in Subsection F (Standards for Specialty Signs) of this Table)					

Table 8.01-1: Sign Regulation Matrix

Sign Classification	*Sign Type, Maximum Number, and Location*	*Maximum Sign Area*	*Maximum Height*	*Maximum Sign Length*	*Special Regulations*
1. Agriculture	Residential Uses: Rely upon the sign standards for residential land uses established by Subsection B (Residential Zoning Districts) of this Table. Retail Commercial and Office Uses: Rely upon the sign standards for retail commercial and office land uses established by Subsection C (Commercial Zoning Districts) of this Table. Industrial Uses: Rely upon the sign standards for single-family residential land uses established by Subsection B (Residential Zoning Districts) of this Table.				
2. Civic	Rely upon the sign standards for office land uses established by Subsection C (Commercial Zoning Districts) of this Table.				
3. Mobile Home Park	One monument sign per street frontage.	24 SF per sign face.	6 FT		**[1]** Non-illuminated or indirect illumination only. **[2]** Signs shall not be located within a required setback area.
4. Ontario International Airport					
a. Temporary Signs					
▪ Real Estate Signs	One freestanding or wall sign per parcel.	24 SF per sign face.	7 FT		**[1]** Only nonilluminated signs shall be allowed. **[2]** Signs shall be removed within 5 days following the sale or lease of the last unit, or final Building Department inspection.
▪ Window Signs and Displays	Window signs	Limited to 25% of the window area.			**[1]** Window signs shall be allowed only on windows located on the ground floor of a building frontage. **[2]** Window signs shall be painted or mounted only on the inside of doors and windows. **[3]** Signs placed on the interior of a building that are located within 3 FT of a storefront window and are visible from the building

Table 8.01-1: Sign Regulation Matrix

Sign Classification	*Sign Type, Maximum Number, and Location*	*Maximum Sign Area*	*Maximum Height*	*Maximum Sign Length*	*Special Regulations*
					exterior shall be deemed a window sign.
▪ On-Site Signs and Banners	One wall-mounted sign or banner per business.	50 SF per sign face.			
b. Permanent Signs					
▪ Wall Signs	As allowed by a Sign Program established pursuant to Subsection F (Sign Program) of Development Code Section 8.01.020 (Sign Standards).				
▪ Monument Sign	As allowed by a Sign Program established pursuant to Subsection F (Sign Program) of Development Code Section 8.01.020 (Sign Standards).				
▪ Wayfinding and Directional Signs	As allowed by a Sign Program established pursuant to Subsection F (Sign Program) of Development Code Section 8.01.020 (Sign Standards).				
▪ Billboards	Three LED signs and three static message signs.	LED Signs: 675 SF per sign face. Static Signs: 250 SF per sign face. Total Sign Area: The combined area of all billboard signs shall not exceed 2,500 SF.	LED Signs: 35 FT Static Signs: 35 FT	LED Signs: 48 FT Static Signs: 11 FT	All billboard signs shall be located in close proximity to the terminals and/or rental car area of the airport.
5. Open Space—Cemetery	As determined appropriate by the Planning Director.				
6. Open Space—Recreation	As determined appropriate by the Planning Director.				
7. Rail Corridor	As determined appropriate by the Planning Director.				
8. Utilities Corridor	As determined appropriate by the Planning Director.				
G. STANDARDS FOR SPECIALTY SIGNS (Note: The below-listed standards are for the placement of permanent signs. Refer to the general zoning district standards contained in this table for the standards for temporary sign standards)					
1. Fuel Sales (Service Stations) Signs					
a. Wall Signs	One primary wall sign per building elevation, not to exceed 3 signs.	50 SF per building elevation.	**[1]** 2 FT alphanumeric characters. **[2]** 2.5 FT graphic icons/logos.	Not to exceed 80% of the elevation width upon which the sign is located.	Comply with Subsection 8.01.020.D (Building Wall and Fascia Signs) of this Division.

Table 8.01-1: Sign Regulation Matrix

Sign Classification	*Sign Type, Maximum Number, and Location*	*Maximum Sign Area*	*Maximum Height*	*Maximum Sign Length*	*Special Regulations*
b. Fuel Island Canopy Sign	One fuel island canopy sign per elevation, not to exceed 2 signs.	16 SF per building elevation.	**[1]** 2 FT alphanumeric characters. **[2]** 2.5 FT graphic logos/icons may be installed in place of alphanumeric characters.	4 FT graphic logos/icons in place of alphanumeric characters.	Comply with Subsection 8.01.020.D (Building Wall and Fascia Signs) of this Division.
c. Fuel Pump Identification	One logo/icon identification sign per fuel pump face, not to exceed 2 signs per pump.	2.25 SF	1.5 FT graphic logo/icon		
d. Monument Signs	One monument fuel pricing sign per street frontage.	**[1]** 25 SF per sign face. **[2]** 50 SF per sign face, when combined with business identification signage.	7 FT		Comply with Paragraph 8.01.020.C.1 (Monument Signs) of this Division.
2. Drive-Thru Restaurant Signs					
a. Wall Signs	One wall sign per building elevation, not to exceed 3 signs.	25 SF per sign face.	**[1]** 2 FT alphanumeric characters. **[2]** 2.5 FT graphic icons/logos.		Comply with Subsection 8.01.020.D (Building Wall and Fascia Signs) of this Division.
b. Menu Boards	One pre-order board and one order board per business.	36 SF per sign face.	6 FT (freestanding)		
c. Monument Signs	One monument sign per business.	50 SF per sign face.	6 FT		Comply with Paragraph 8.01.020.C.1 (Monument Signs) of this Division.

C. Freestanding Signs. The following requirements apply generally to the design and placement of freestanding signs, including monument signs and freeway signs, and the use of electronic message or text display:

1. Monument Signs. Any freestanding sign that identifies: **[i]** a residential subdivision; **[ii]** a multiple-family or mixed-use development project; **[iii]** an individual building on an individual lot containing one or more nonresidential uses; or **[iv]** a center or complex consisting of 2 or more buildings containing one or more nonresidential uses per building, shall be designed as a monument sign, which complies with the following:

a. Table 8.01-1 (Sign Regulation Matrix) of this Division establishes the number, location, area, height, and additional regulations applicable to monument signs.

b. The minimum letter height shall be 8 inches.

c. Monument signs for centers/complexes shall be limited to the display of the name of the center/complex and the identification of a maximum of 7 tenants within the center/complex.

d. Monument signs shall have a maximum of 2 sign faces.

e. Monument signs may be oriented toward arterial, collector and/or local streets, or private drives, and shall not be oriented toward freeways.

f. No monument sign shall be located within a public right-of-way and must be wholly located behind the right-of-way line (street property line) for its full height. Furthermore, such signs shall be located a minimum of 10 FT behind the adjacent curb face (public and private streets).

g. A monument sign shall be located a minimum of 30 FT from a monument sign on an adjacent lot, and a minimum of 5 FT from an interior property line or driveway that intersects a public street.

h. Monument signs shall contain an address (or range of addresses) identifying the property on which the sign is located. Address numbers shall be a minimum of 6 inches in height and shall be clearly visible from the adjacent public street. The area of the address numerals shall not be calculated against the allowed sign area.

i. Unless otherwise specifically prohibited by Table 8.01-1 (Sign Regulation Matrix) of this Division, a monument sign may be internally or externally illuminated, provided that the illumination is not harsh or overly bright. Signs shall consist of individual letters/characters affixed to an opaque, matte finished background. The sign background shall not be internally illuminated; only letters/characters shall be internally illuminated.

2. Freeway Signs. Freeway signs may be allowed on lots with property lines that are common with the right-of-way of Interstate 10, Interstate 15, or State Route 60 freeways, which have at least 600 linear FT of freeway frontage, and are subject to the following:

a. Table 8.01-1 (Sign Regulation Matrix), above, establishes the number, location, area, height, and additional regulations applicable to freeway signs.

b. The maximum vertical or horizontal dimension of any freeway sign display surface is 25 FT.

c. A freeway sign shall be placed a minimum of 600 FT from any other freeway sign on the same property or on an adjacent property and shall be placed no further than 40 FT from the freeway right-of-way.

d. Freeway signs shall consist of no more than 2 faces unless alternative configurations are approved by the Planning Commission.

e. No tentative tract or parcel map, or lot merger shall be granted, which would result in the consolidation of multiple lots into a single lot with freeway signs in excess of the maximum number, location, area, and/or spacing of signs prescribed by this Section.

f. A freeway sign shall be placed no closer than 10 FT to an interior property line, drive aisle, or private drive.

g. A digital freeway sign with electronic display shall be permitted on public and/or private property subject to City Manager review and approval of the following:

(1) Approval of the digital freeway sign shall be subject to the approval of a Digital Sign and Billboard Removal Agreement between the City and the property owner;

(2) A minimum of 2 existing, legal nonconforming billboards shall be removed, both of which must be currently located within the City;

(3) The area is developed with a legally established permitted land use;

(4) The proposed sign would not create a traffic or safety problem with regard to on-site access, circulation, or visibility;

(5) The proposed sign would not interfere with on-site parking or landscaping required by City ordinance or permit;

(6) The property has at least 600 linear FT of freeway frontage;

(7) The proposed sign will display both public and private information;

(8) The overall design of the sign, including massing, proportion, and scale shall be subject to review and approval of a Sign Permit, and

(9) For projects of regional significance as determined by the City Manager, the relocation of billboards may be waived and recommended for review by the City Manager to the City Council.

3. Electronic Message Center. An Electronic Message Center may be incorporated into a freeway sign for a public or private school; public facility or service; convention centers, arenas and other similar places of assembly; and auto malls and shall be subject to review and approval by the Planning Commission. An Electronic Message Center shall comply with the following requirements:

a. The Electronic Message Center display shall not include any message or pictorial that is in motion or appears to be in motion;

b. The Electronic Message Center display shall not change the intensity of illumination;

c. The Electronic Message Center display shall not change the message or pictorial more than once every 4 seconds;

d. No Electronic Message Center shall be placed within 1,000 FT of another Electronic Message Display located on the same side of the freeway; and

e. An Electronic Message Center shall only advertise the business conducted, services rendered, or goods produced or sold upon the property on which the display is placed.

4. Electronic Text Display. An Electronic Text Display may be incorporated into a monument sign to facilitate a fuel pricing sign required pursuant to BPC Sections 13530 through 13540, or for the purpose of providing messages and information related to public or private schools, government facilities, facilities for religious assembly, theaters, convention centers, arenas, and other similar places of assembly. An Electronic Text Display shall comply with the following requirements:

a. An Electronic Text Display shall not include any pictorial display;

b. An Electronic Text Display shall not change the intensity of illumination;

c. An Electronic Text Display shall not change the message more than once every 4 seconds;

d. No Electronic Text Display shall be placed within 600 feet of another Electronic Text Display located on the same side of the street, excepting fuel pricing signs provided pursuant to BPC Sections 13530 through 13540; and

e. An Electronic Text Display shall only advertise the business name, and events and services conducted on the property upon which the Electronic Text Display is installed.

D. Building Wall and Fascia Signs.

1. Wall and/or fascia signs shall consist of individual channel letters placed flat against the exterior wall or parapet of a building, or suspended from the building eaves or overhang, or from the ceiling of a covered walkway, and having an overall depth of no more than 12 inches. A suspended sign shall have a clear space of at least 8 FT between the bottom of the sign and the surface of any walkway that may pass under the sign.

2. Acceptable wall and/or fascia sign designs include one or more of the following elements:

a. Halo lit channel letters;

b. Standard channel letters;

c. Front and halo lit channel letters;

d. Pin mounted sandblasted, textured, and/or burnished metal-leaf faced letters;

e. Signs mounted to hard canopies, eyebrows, or other projecting architectural elements, such as screens, grids or mesh, or etched, polished, patina or abraded materials; and/or

f. Mixed media signs (utilizing the designs described in Subparagraphs D.1.2.a through e, above), incorporating imagery and icons/logos. Although simple rectangular cabinet signs are generally not allowed, mixed media signs may be composed of several elements, one of which may be a sculptured cabinet; however, the cabinet sign shall not exceed 25 percent of the total sign area of each sign.

3. Wall and/or fascia signs may be located on an exterior building elevation that: **[i]** fronts/faces a public street, or **[ii]** faces an interior side or rear of a site, and contains a public entrance, pursuant to the standards prescribed by Table 8.01-1 (Sign Regulation Matrix), of this Section.

4. The characters that comprise a sign shall not occupy more than 75 percent of the length of the building wall or fascia upon which it is placed.

5. Electrical raceways and conduits shall be placed so that they are not within public view. Where this is physically impractical or doing so would damage significant architectural features or materials, the Zoning Administrator may grant a waiver from this requirement, provided all conduits, raceways, and similar devices are kept as small as possible and are painted the same colors as adjacent wall surfaces.

6. Electrical raceways shall not extend beyond the outside edges of the sign copy and shall be painted to match the color of the background on which they are placed.

7. Signs shall be placed flat against the wall and shall not project from the wall more than required for normal construction purposes and in no case more than 12 inches. The Zoning Administrator may modify this requirement in special circumstances where a projection greater than 12 inches may be desirable to allow the creation of an especially creative and unique sign design.

8. Signs shall not be placed to obstruct any portion of a window or cover architectural elements, such as cornices, transom windows, vertical piers and columns, and similar elements.

E. Address Signs Required. The City finds that it is in the interest of public safety that all street addresses be clearly visible. Unless otherwise authorized in writing by the Police and Fire Departments, all permanent structures within the City shall display street address numerals of a size, color, and location, which are clearly visible from a public right-of-way. Address signs shall not count toward the maximum sign area allowed by this Division.

F. Sign Programs.

1. A Sign Program may be allowed pursuant to Section 4.02.075 (Sign Programs) of this Development Code, for the purpose of:

a. Providing coordinated signing within a development project;

b. Utilizing common design elements; and

c. Integrating the design of signs with the context of the building and landscape design, to form a unified architectural statement.

2. A Sign Program may allow certain deviations from the standards prescribed by Table 8.01-1 (Sign Regulation Matrix) of this Division, limited to: **[i]** a ~~20~~30 percent increase in maximum sign area, **[ii]** an increase in the maximum number of signs allowed, ~~and~~ **[iii]** the use of decorative exposed neon, and **[vi]** any other modifications deemed appropriate for the building(s) and site context, as determined by the Planning Director. In approving such deviation(s), the following findings must be clearly established:

a. The ~~Plan's~~Sign Program's contribution to the overall design quality of the site and the surrounding area will be superior to the quality that would otherwise result under regulations normally applicable to the site;

b. The proposed signs are compatible with the style or character of existing improvements on the site and are well-related to each other; ~~and~~

~~**b.**~~**c.** Approval of the Sign Program will not be detrimental to the public health, safety or welfare, or be materially injurious to properties or improvements in the vicinity; and

~~**c.**~~**d.** Any deviations from the standards prescribed by Table 8.01-1 (Sign Regulation Matrix) of this Development Code are fully consistent with the purposes of this Development Code and any applicable specific plan or planned unit development.

3. A Sign Program may allow the use of complex-shaped (i.e., Polyhedron) sculptured cabinets if dimensional elements are also incorporated, such as burnished metal-leaf faced letters that are pin mounted from the cabinet face, or decorative exposed neon.

G. Street Banners and Street Banner Programs.

1. Street Banners.

a. No street banner, flag, pennant, or street decoration shall be placed or installed over and/or above any street or other public thoroughfare, without first obtaining City Manager approval, and the issuance of an encroachment permit by the City Engineer.

b. No person, either as principal, agent, or otherwise, shall hang or suspend any street banner above any street or other public thoroughfare, or cause the same be done, unless a Street Banner Program has approved pursuant to the requirements of Paragraph G.2 (Street Banner Programs) of this Section.

c. A street banner, flag, pennant, or street decoration shall be safely suspended not less than 17 FT above a public street, upon approval of the City Engineer and Building Official.

d. A street banner, flag, pennant, or street decoration shall not contain the name or designation of any individual, firm, or corporation as an advertisement for private gain.

e. A street banner, flag, pennant, or street decoration shall not remain in place longer than 30 days from the date permission is granted by the City Manager pursuant to Subparagraph G.1.a of this Section.

f. The Building Official shall, upon receipt of the required application, issue a permit for the erection and maintenance of a street banner, flag, pennant, or street decoration, according to **[i]** the terms of the City Manager's approval, **[ii]** the encroachment permit issued by the City Engineer, and **[iii]** the Street Banner Program described in Paragraph G.2 (Street Banner Programs), below (if required).

2. Street Banner Programs. A Street Banner Program shall be subject to review and approval by the Zoning Administrator, and must adhere to the following guidelines:

a. *Application.* The street banner program application shall contain the following minimum information:

(1) **Street Banner Design**—A fully dimensioned plan that clearly depicts the street banner design, materials, colors, and letter style;

(2) **Street Banner Elevations**—A fully dimensioned elevation drawing(s) depicting streetlight poles with each proposed banner type attached;

(3) **Street Banner Location**—A site plan drawn to scale, which depicts the specific location of each proposed street banner and the affected streetlight poles; and

(4) **Equipment**—All hardware and bracketry necessary for mounting the proposed street banner(s) to the affected streetlight poles, which shall meet or exceed City specifications.

b. *Private Business Recognition.* Private sponsorship of street banners shall only be permitted in association with an approved street banner program, with identification of the sponsor regulated as follows:

(1) **Placement**—The street banner sponsor may be identified on each street banner by lettering no greater than 6 inches in height, which runs the width of the banner, and covering no more than 10 percent of the banner area;

(2) **Font**—A uniform font type, style, size, and color shall be used for banner sponsor names within a given banner program; and

(3) **Graphics**—There shall be no private logos or trademark graphics allowed.

c. *Maintenance.* At a minimum, street banners shall be removed for cleaning annually, and shall be removed for repair or replacement when worn, torn, or faded. The City may require that street banners be alternated seasonally (3 to 4 times per year). Furthermore, Street banners shall be removed for repair or replacement when worn, torn, or faded.

H. Awnings and Canopies, and Outside Umbrellas.

1. As a design feature of any building, structure, or business establishment, all awnings and canopies, and outside umbrellas, shall be reviewed in the same manner as a sign, ensuring enhancement of the building or structure in which it is placed, erected, or installed.

2. Awnings and canopies that contain advertising shall be counted toward the total allowable signing for the business that it serves.

3. Umbrellas shall not contain advertising.

4. The use of backlit awnings and/or canopies shall be prohibited.

I. Accent Lighting.

1. As a design feature of any building, structure, or business establishment, all accent lighting shall be reviewed in the same manner as a sign, ensuring enhancement of the building or structure in which it is placed or installed. Accent lighting should be limited to confined areas, such as building entries, architectural features, or used to reinforce specific architectural elements, such as tower and cornice elements.

2. Accent lighting elements and luminaires placed directly on a building façade shall be shielded. Lighting elements and luminaires placed directly on a building façade so as to be directly exposed to public view, is prohibited.

J. Construction, Installation and Maintenance.

1. Construction. The construction and installation of signs shall be enforced and administered by the Building Official. All signs and advertising structures shall be designed and constructed to withstand wind loads, dead loads, and lateral forces as required by the City's Building Code and the provisions of this Division.

2. Identification. Every sign or other advertising structure hereafter erected in the City shall have an identifying number, name of erector, installation year and, if illuminated, the voltage plainly placed on the exterior surface of the sign body, in a location where the information is readily visible after erection and installation.

3. Illumination.

a. *General Requirements*.

(1) Signs with electrical components shall be constructed, inspected, and approved by the Underwriters Laboratory (UL), or equal, and a label of approval from the laboratory shall be affixed to the sign in plain view.

(2) Awnings with back-lighting are prohibited.

(3) Light sources (luminaires) used for externally illuminated signs shall not be visible within 100 FT of any residential zoning district. Internally illuminated signs visible from any residential zoning district shall not be illuminated between the hours of 11:00PM and 6:00AM, unless they identify an establishment open for business during those hours.

(4) Signs shall not have exposed fluorescent tubes or incandescent bulbs exceeding 15 watts, and the brightness of luminous or backlit signs shall not exceed 250 footlamberts (fl).

b. *Internally Illuminated Signs.* The illumination level of a sign shall be reduced if it is determined to be excessive as a result of City evaluation. Illumination shall be considered excessive if the illumination level:

(1) Is substantially greater than the illumination level of other nearby signs;

(2) Interferes with the visibility of other signs, or with the perception of objects or buildings in the vicinity of the sign;

(3) Directs glare toward streets or motorists;

(4) Adversely impacts nearby residents or residential neighborhoods; and/or

(5) Reduces the nighttime readability of the sign.

c. *Externally Illuminated Signs.* The light source for externally illuminated signs shall be arranged and shielded to substantially confine all direct light rays to the sign face, and away from streets and adjacent properties.

4. Maintenance. All signs, together with their supports and appurtenances, shall be kept neatly painted and posted. The Zoning Administrator, Building Official, or Code Enforcement Director may order the removal of any sign that is not maintained in accordance with the provisions of this Division.

K. Political Signs.

1. Purpose.

a. The purpose of these political sign regulations is to identify the compatibility between the utilization of political signs, the protection of the right to privacy of individuals, and the quiet and undisturbed enjoyment of property.

b. It is recognized that there have been abuses in the placement of political signs within the City, including: **[i]** trespassing upon private property; **[ii]** placement of political signs without permission from the property owner; **[iii]** placement of political signs in such a fashion as to make it difficult to remove them; **[iv]** littering caused by dislodged political signs; **[v]** sight distance hazards to traffic due to sign size and location; **[vi]** distracting appearance; **[vii]** aesthetically displeasing impact; **[viii]** unnecessary proliferation; and **[ix]** other reasons, all of which are determined to be contrary to the best interests of the community, and in opposition to the public health, safety and welfare.

c. The reasonable regulation of political signs will obviate many of the objections that have been raised to the unregulated placement of such signs.

d. It is recognized that to the extent that placement of political signs is not contrary to the purposes stated herein, it is in the best interests of the City and its inhabitants to allow political expression, and, for that reason, it is but to avoid the total prohibition of such signs.

e. It is believed that responsibility for the placement of political signs should lie with the candidate for public office, the proponents and opponents of ballot measures, and the various political committees connected therewith. It is recognized that political signs are printed by, or at the direction of, those listed herein, and that the ultimate responsibility for the distribution of such signs and their placement lies with them.

2. Definition. The term "political sign," as used herein, means any election or nonelection sign, advertising structure, or display, which communicate any message or idea identifying, supporting, opposing, promoting, or conveying a position upon, or relating to, any political cause or issue, or candidate for public office, or proposition or issue connected with any local, special, state, or national election.

3. Political Sign Registration. Pursuant to BPC Section 5405.3, any candidate (or their designee) or the proponents of a ballot measure who seek to utilize political signs, shall first file a Statement of Responsibility with the Code Enforcement Department, on a City registration form. The registrant shall be responsible for removing the temporary political sign and may be required to reimburse the City for any cost incurred for temporary political sign removal.

4. Permitted Signs. Political signs, as herein defined, shall be permitted within any zoning district subject to compliance with all of the rules and regulations set forth in Paragraph K.5 (Regulations) herein.

5. Regulations.

a. No provision in this Development Code shall be so construed as to prohibit the placing of temporary political signs.

b. No political sign shall be installed or displayed sooner than 45 days preceding the election for which the sign is intended.

c. No political sign shall exceed 16 SF in total area, except that a double-faced sign, not exceeding 16 SF on each side, shall be permitted.

d. No political sign shall exceed an overall height of 8 FT, except if such sign shall be within an enclosed building or structure.

e. No candidate for public office, proponent or opponent of ballot measures, and/or any political committees connected therewith, shall post more than one political sign per lot or parcel.

f. No political sign shall be lighted either directly or indirectly.

g. No political sign shall be placed on private property, vacant or otherwise, without the permission of the owner of the property.

h. No political sign shall be placed or affixed to a tree, fence, post, utility pole, or any structure, by glue, nails, or screws.

i. No political sign shall be posted on any public property or in the public right-of-way.

j. No political sign shall be placed within the right-of-way of any highway, or with 660 FT of the edge of, and visible from, the right-of-way of a landscaped freeway.

k. No political signs shall be posted in violation of any other provisions of this Development Code.

l. All political signs shall be removed within 10 days following the date of the election for which the sign was intended.

6. Removal of Illegally Placed Political Signs. The Building Official or Community Improvement Manager may cause the removal of any sign placed contrary to any provision of the Political Sign provisions contained herein (commencing with Subsection K (Political Signs) of this Section).

8.01.025: Design Guidelines

A. Introduction.

1. The following design guidelines are intended as a reference to assist the designer in understanding the city's goals and objectives for high quality sign design, construction, and placement throughout the city. These guidelines are intended to complement the mandatory standards contained in Section 8.01.020 (Sign Standards) of this Division, by providing good examples of potential design solutions and by providing design interpretations of the various mandatory requirements.

2. The design guidelines are general and may be interpreted with some flexibility in their application to specific projects. The guidelines will be utilized during the city's review of a sign program or sign plan to encourage the highest level of design quality, while at the same time providing the flexibility necessary to encourage creativity on the part of the designer. Nonetheless, unless there is a compelling reason, these design guidelines shall be observed.

B. General Guidelines.

1. Use a Brief Message. The fewer words used, the more effective the sign. A sign with a brief message is quicker and easier to read, looks cleaner and is more attractive. A sign should only include the name and/or nature of the business, and in addition to the name, may contain a maximum of three words describing the business or service provided.

2. Avoid Overly Intricate Fonts. Signs utilizing very intricate font styles are generally difficult to read and reduce a sign's ability to communicate effectively.

3. Avoid Faddish and Peculiar Fonts. Signs utilizing faddish or peculiar fonts may look good today, but soon go out of style. The image conveyed may quickly become that of a dated and unfashionable business.

4. Sign Colors and Materials. The colors and materials of a sign should be selected so that they contribute to sign legibility and design integrity. Even the most carefully thought out sign

may be unattractive and a poor communicator because of poor color selection. Dayglow, fluorescent, and overly bright or loud colors should not be used.

5. Provide Contrast Between Background and Letters/Symbols. Use significant contrast between the sign's letter/symbol color and its background color. If there is little contrast in the hue (shade or tint) and intensity (brightness) between the background and letter/symbol colors, it will be difficult to read.

6. Avoid Too Many Different Colors. The use of too many different colors will overwhelm the basic function of communication. The colors compete with sign content for the viewer's attention. The limited use of accent colors can increase legibility, while large areas of competing colors tend to confuse and annoy.

7. Sign Placement. Generally, building wall and fascia signs should be located within the middle 75 percent of the building frontage, measured from tenant line to tenant line for multiple tenant buildings, and measured across the full width of the building elevation for single tenant buildings. The Zoning Administrator shall have the authority to modify this requirement where it can be shown that:

a. The directed placement would severely limit proper sign placement; or

b. The directed placement would be contrary to the sign placement approved by a Development Plan.

8. Proportion, Scale and Rhythm of Sign Placement. Signs should be placed consistent with the proportions and scale of building elements within a building's facade:

a. A particular sign may fit well on a large, plain wall area, but would overpower the finer scale and proportion of the lower storefront.

b. Signs can be used to establish facade rhythm, scale, and proportion where such elements are weak in the building design. On buildings having a monolithic or plain facade, signs can be used to establish or continue appropriate design rhythm, proportion, and scale.

c. The proportion of letter area to sign background area should be carefully considered. If the letters take up too much of the background area, they may be harder to read — large letters are not necessarily more legible than smaller ones.

d. Generally, the characters that comprise a sign should not occupy more than 70 percent of the area of a sign's background.

9. Pedestrian Signs. Signs oriented to pedestrians should be smaller in scale. The pedestrian -oriented sign is usually read from a distance of 15 to 20 feet, whereas the vehicle-oriented sign is designed to be viewed from a much greater distance. The closer the sign's viewing distance, the smaller the sign needs to be.

10. Freestanding Signs. Freestanding signs should incorporate the materials and architectural features used in the building(s) they serve.

C. Building Wall and Fascia Signs.

1. Building wall and fascia signs should be compatible with the predominant visual elements of the building. Commercial centers and offices, industrial parks, business parks, and other similar facilities, are required to be part of a sign program in accordance with the provisions of Section 4.02.080 (Sign Programs) of this Development Code.

2. Where there is more than one sign for a business (e.g., single tenant buildings) or group of businesses (e.g., multiple tenant buildings, commercial centers, or business or industrial parks), all signs should be complementary to one another in the following ways:

a. Type of construction materials (sign copy, supports, etc.);

b. Letter size and style of copy;

c. Method and design of sign support (wall mounting or monument base);

d. Configuration of sign area; and

e. Proportion of sign copy area to background.

3. Lighted signs, whether internally or externally illuminated, are permitted; provided, they are not harsh or overly bright. Can-type box signs with translucent backlit panels should not be used.

4. Signs with backlit or internally illuminated individual channel letters are strongly encouraged.

D. Freestanding Signs.

1. Freestanding signs are intended to provide identification for single-tenant buildings, multiple-tenant buildings, commercial offices and centers, and business and industrial parks. Signs for single-tenant buildings should include the street address of the business.

2. Signs for multiple-tenant buildings, commercial offices and centers, and business and industrial parks should display the range of business addresses for that development. The business address shall not be included in the sign area calculation.

3. Lighted signs, whether internally or externally illuminated, are permitted, provided they are not harsh or overly bright. Signs should consist of individual affixed to an opaque, matte finished background. The use of backlit (halo lighting) letters is strongly encouraged.

4. Freestanding signs should be placed perpendicular to approaching vehicular traffic.

5. Freestanding signs should be placed in landscaped planters of sufficient area, shape and design that will provide a compatible setting and ground definition to the signs.

6. Monument signs should be provided with a base, which measures from 12 to 18 inches in height, to accommodate the growth of landscaping around the sign base, without interrupting view of the sign face.

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Reference G: Landscape Design and Construction Guidelines

Sections:

G.01.001: Purpose
G.01.002: Applicability
G.01.003: Landscape Design Guidelines
G.01.004: Prescriptive Compliance Option

Worksheets:

G.01-1: Water Efficient Landscape Worksheet
G.01-2: Landscape Architect—Certificate of Compliance
G.01-3: Recommendations for Vegetated Swales

G.01.001: Purpose

These Landscape Design and Construction Guidelines are intended as a reference to assist design professionals, landscape contractors and homeowners in their understanding of the City's goals and objectives for the preparation of landscape construction documentation plans, and the installation of landscape materials and elements.

Furthermore, these guidelines are intended to compliment the mandatory landscape and irrigation regulations established by Development Code Division 6.5 (Landscaping), by providing examples of potential design solutions, and by providing design interpretations of the various mandatory regulations.

G.01.002: Applicability

A. The industrial design guidelines are general and may be interpreted with some flexibility in their application to specific projects. Variations may be considered for projects with special design characteristics during the City's development review process, to encourage the highest level of design quality, while at the same time providing the flexibility necessary to encourage creativity on the part of project designers. Nonetheless, unless there are compelling reasons or practical difficulties, these guidelines shall be observed.

B. Determinations of compliance with the Landscape Design and Construction Guidelines shall be made by the Approving Authority.

C. These Landscape Design and Construction Guidelines are authorized by Development Code Section 6.05.045 (Landscape Design and Construction Guidelines), and are enforceable in the same manner, and to the same extent, as any other applicable requirement of the Ontario Development Code.

G.01.003: Landscape Design Guidelines

A. Water conservation is a high priority in the City of Ontario. Landscapes shall be designed to use water efficiently without waste to the lowest practical amount and comply with the State's

current Model Water Efficient Landscape Ordinance. Sources for low water plants are WUCOLS, "Water Use Classification of Landscape Species" https://wucols.ucdavis.edu/plant-search-database.

B. Landscape areas should be composed primarily of living plant materials spaced no greater than the mature diameter of each plant. Non-living ornamental features (boulders, gravel, dry stream beds, etc.) should comprise no more than 5 percent of the total landscape area and shall be a pervious material.

C. Warm season turf is recommended for recreational use projects (parks, sports fields, etc. where turf provides a playing surface) and residential projects with a maximum 50 percent of the landscape area. Planter areas irrigated by spray should be no less than 8 FT in width. Low water use groundcovers should be used in traditional turf areas; parkways, etc.

D. Design landscape areas and irrigation systems for use with recycled water where required by the City. New multiple-family residential projects must use recycled water for homeowner association (HOA) maintained areas, such as parks, parkways, neighborhood edges, and common areas. Single-family residential projects must use potable water with a backflow for all landscape areas, even if HOA maintained.

E. Property irrigated with recycled water must provide a physical separation from areas irrigated with potable water, by means of a wall, fence, paving, or a center mow curb within the landscape area, located 4 FT from the area irrigated with recycled water. Irrigation lines and heads may be located no closer than 2 FT of each side of the mow curb.

F. Concrete mowstrips, minimum 6 inches wide by 6 inches high or 4 inches wide by 6 inches high, must be provided at turf areas located adjacent to landscape planter areas, and to provide separation between adjacent properties or maintenance responsibility areas. Redwood header boards are allowed only for use with individual single-family homes, and to define a lot line adjacent to undeveloped property.

G. Design landscape areas so that utilities, such as backflow preventers, are screened by minimum 4-FT wide planter areas and massed with similar height shrubs (Note: Paint brass backflow preventers green (RAL 6009 Fir Green or equal)). Furthermore, coordinate landscape plans with utility plans, so that transformers are: **[i]** setback at least 4 FT from paved area and 5 FT from roadways, **[ii]** screened with shrubs of similar height on 3 sides; and **[iii]** planted with a maximum 18-inch high groundcover at the front.

H. Accent trees (single or multi-trunk specimens) are required at all nonresidential corner statements, including vehicular entries and the corners of major intersections. All accent trees should be minimum 36-inch box. Palms should have a minimum 17-FT brown trunk height (BTH), and a minimum 4-FT cubed rootball.

I. Foundation planting adjacent to buildings (hedgerows or shrub masses in a hierarchical pattern) must be provided at nonresidential primary exterior building elevations, and at residential front yards, to soften the break between the horizontal ground plane and the vertical building plane.

J. Plants at monument signs shall be made up of a hierarchy of ornamental shrubs or perennials.

K. Landscape areas must have a minimum inside dimension of 5 FT to accommodate tree

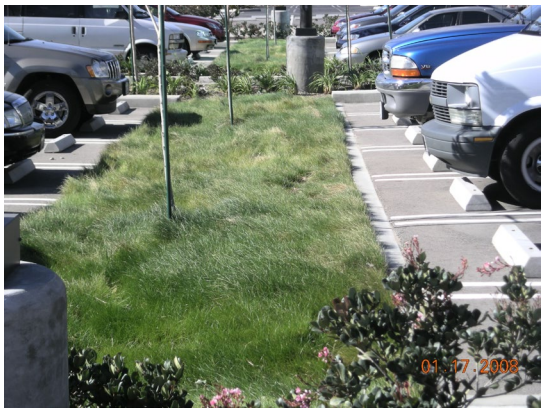
growth, and must have a minimum inside dimension of 6 FT in if it contains a vegetated swale.

L. Parking areas visible from public streets or adjacent parcels should be screened with landscaping having a height of at least 3 FT, or a combination of landscaping and maximum 3-FT high decorative walls.

M. Landscape areas adjacent to parking areas should be planted to accommodate a 2-FT overhang of vehicles, unless wheel stops are provided.

N. Parking lots should be planted with canopy shade trees having a minimum canopy diameter of 30 FT, provided at the minimum rate of one tree for each 5 parking spaces.

O. Parking lots with double rows of parking spaces are encouraged to provide a 4-FT to 5-FT wide landscaped strip containing an infiltration trench, where possible (see Infiltration Trench Example, right).



Infiltration Trench Example

P. Parking lot landscaping shall maximize broad canopy shade tree planting to reduce heat gain on paving and buildings. Add large planters, center planter strips or diamond planters between parking rows for shade trees.

Q. Planters adjacent to parking spaces shall have a 12-inch wide curb, providing a step-out area for access to vehicles.

R. Landscape areas should be bordered by 6-inch concrete curbs, except where openings into infiltration basins or swales are provided.

S. Trash enclosures should have adjacent planters with trees, shrubs, and vines to screen (see Trash Enclosure Adjacent Planters Example, right).



Trash Enclosure Adjacent Planters Example

T. Parkway areas within street rights-of-way must be landscaped with living plant material less than 18 inches in height, automatically irrigated, and contain street trees pursuant to the Master Street Tree Plan, spaced at 25 to 35 FT apart, and coordinated with utility locations and setbacks.

U. Undeveloped areas within a project site must be seeded with a wildflower or ornamental grass mix, and automatically irrigated to prevent soil erosion from rain and strong winds. Projects that are adjacent to Southern California Edison (SCE) easement areas shall coordinate with SCE to obtain a permit for non-irrigated hydroseeding within the easement.

V. Projects with landscape areas within Caltrans rights-of-way must enter into a cooperative

agreement with Caltrans San Bernardino Division, for landscape installation and maintenance.

W. Wireless telecommunications facilities must be screened with groupings (minimum 3) of approved live trees and shrubs, to blend the facility with adjacent tree or palm stands (California native trees and shrubs are preferred). Tree size should be minimum two-thirds the height of the facility, or as approved by the Planning Director. Permanent irrigation and regular maintenance shall be provided for all landscaped areas.

X. Additional landscape requirements may be required for projects located within established specific plan areas.

Y. Plant selection and irrigation design must be appropriate with the City's regional climate (Zone 18), classified as Mediterranean, and characterized by hot, dry summers and mild winters. Winter temperatures average between 60 and 70 degrees, with occasional lows in the 20's. Summers average from 75 to 90 degrees, with highs exceeding 100 degrees. Average yearly rainfall is approximately 16 inches. Winds develop from the southwest, averaging 6 mph. Hot, dry Santa Ana winds occur between October to March, from the northeast, at 30 mph, with gusts at 60 mph or more. Air quality is considered poor due to frequent temperature inversions trapping pollutants below the inversion.

G.01.004: Prescriptive Compliance Option

A. This Section contains prescriptive requirements which may be used as a compliance option to the State Model Water Efficient Landscape Ordinance (CCR Title 23, Division 2, Chapter 2.7).

B. Compliance with the following items is mandatory and must be documented on landscape plan and irrigation plans in order to use the Prescriptive Compliance Option:

1. Submit Landscape and Irrigation Construction Documentation Plans (pursuant to Development Code Section 6.05.015.B.1, Landscape and Irrigation Construction Documentation Plans Required), which includes the following elements:

a. Date;

b. Project applicant;

c. Project address (if available, parcel and/or lot number(s));

d. Total landscape area (square feet), including a breakdown of turf and plant material;

e. Project type (e.g., new, rehabilitated, public, private, cemetery, homeowner-installed);

f. Water supply type (e.g., potable, recycled, well) and identify the local water purveyor;

g. Contact information for the project applicant and property owner; and

h. Applicant signature and date, with the following statement: "I agree to

comply with the requirements of the prescriptive compliance option to the Model Water Efficient Landscape Ordinance".

2. Incorporate compost at a rate of at least 4 CY per 1,000 SF, to a depth of 6 inches into landscape area (unless contra-indicated by a soil test);

3. Plant material shall comply with all of the following;

a. For residential areas, install climate adapted plants that require occasional, little or no summer water (average WUCOLS plant factor 0.3) for 75 percent of the plant area excluding edibles and areas using recycled water; For non-residential areas, install climate adapted plants that require occasional, little or no summer water (average WUCOLS plant factor 0.3) for 100 percent of the plant area excluding edibles and areas using recycled water;

b. A minimum 3-inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated.

4. Turf shall comply with all of the following:

a. Turf shall not exceed 25 percent of the landscape area within residential zoning districts, and there shall be no turf allowed within non-residential zoning districts;

b. Turf shall not be planted on sloped areas which exceed a slope of one foot vertical elevation change for every 4 FT of horizontal length;

c. Turf is prohibited in parkways less than 10 feet wide, unless the parkway is adjacent to an off-street parking area and is used to enter and exit vehicles. Any turf in parkways must be irrigated by sub-surface irrigation or by other technology that creates no overspray or runoff.

5. Irrigation systems shall comply with the following:

a. Automatic irrigation controllers are required and must use evapotranspiration or soil moisture sensor data.

b. Irrigation controllers shall be of a type which does not lose programming date in the event the primary power source is interrupted.

c. Pressure regulators shall be installed on the irrigation system to ensure the dynamic pressure of the system is within the manufacturers recommended pressure range.

d. Manual shut-off valves (such as a gate valve, ball valve, or butterfly valve) shall be installed as close as possible to the point of connection of the water supply.

e. All irrigation emission devices must meet the requirements set in the ANSI standard, ASABE/ICC 802-2014. "Landscape Irrigation Sprinkler and Emitter Standard," All sprinkler heads installed in the landscape must document a distribution uniformity low quarter of 0.65 or higher using the protocol defined in ASABE/ICC 802-2014.

C. At the time of final inspection, the permit applicant must provide the owner of the property with a certificate of completion, certificate of installation, irrigation schedule, and a

schedule of landscape and irrigation maintenance.

City of Ontario
Landscape Planning Division

G.01-1: Water Efficient Landscape Worksheet

Reference Evapotranspiration (ETo):

Hydrozone # / Planting Description	Plant Factor (PF)	Irrigation Method [b]	Irrigation Efficiency (IE) [c]	ETAF (PF/IE)	Landscape Area (SF)	ETAF x Area	Estimated Total Water Use (ETWU) [d]
Regular Landscape Areas							
				Totals	(A)	(B)	
Special Landscape Areas							
				1			
				1			
				1			
				Totals	(C)	(D)	
						ETWU Total	
						Maximum Allowed Water Allowance (MAWA) [e]	

Legend:

[a] ***Hydrozone #/Planting Description*** *e.g.: [1] front lawn; [2] low water use plantings; and [3] medium water use planting*	[b] ***Irrigation Method*** *overhead spray or drip*	[c] ***Irrigation Efficiency*** *0.75 for spray head* *0.81 for drip*
[d] ***ETWU* (Annual Gallons Required)** **=** *Eto x 0.62 x ETAF x Area* where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year	[e] ***MAWA (Annual Gallons Allowed) = (****Eto) (0.62) [(ETAF x LA) + ((1-ETAF) x SLA)]* where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year, LA is the total landscape area in square feet, SLA is the total special landscape area in square feet, and ETAF is .55 for residential areas and 0.45 for non-residential areas.	

ETAF Calculations:

Regular Landscape Areas

Total ETAF x Area	(B)
Total Area	(A)
Average ETAF	**B ÷ A**

Average ETAF for Regular Landscape Areas must be 0.55 or below for residential areas, and 0.45 or below for non-residential areas.

All Landscape Areas

Total ETAF x Area	(B+D)

City of Ontario
Landscape Planning Division

G.01-2: Landscape Architect—Certificate of Compliance

Senior Landscape Planner: 909/395-2237
Associate Landscape Planner: 909/395-2615

Project Name: _____

Project Address _____

Permit No.: _____

The undersigned Landscape Architect certifies that the complete landscape and irrigation installation is in compliance to approved plans. Any deviation to approved plans shall require a re-submittal to the Landscape Planning Division for review and approval prior to installation.

Landscape Architect's Inspection	***Date***	***Initial***
1) Hardscape construction complies with approved plan:		
2) Irrigation installation verified: trench, pipe size, pressure test, coverage test:		
3) Irrigation controller chart with landscape maintenance schedule:		
4) Soil report, compaction test and amendments verified with receipt:		
5) Verification of plant material, quantity, and quality:		
6) Verified ET sensor and controller installed and programming set up:		
7) Water Budget: Landscape: SF: _____ MAWA: _____ Gallon/year ETWU = _____ Gallon/year		

After the receipt of this Certification, the Landscape Planner will conduct the final landscape Inspection. The Owner's Representative and Landscape Contractor shall be present.

_____ _____
Landscape Architect (Print) Company Name

_____ _____
Landscape Architect (Signature) Address

_____ _____
License Number Phone Number

City of Ontario
Landscape Planning Division

G.01-3: Recommendations for Vegetated Swales

Hydroseed mix for irrigated and partially irrigated sites with some standing water:

SEED	LBS/ACRE
ACHILLEA MILLEFOLIUM	1.0
ESCHSCHOLZIA CAESPITOSA	1.0
JUNCUS BUFONIUS	1.0
LEYMUS TRITICOIDES RIO	6.0
DESCHAMPSIA CESPITOSA	4.0
FESTUCA RUBRA 'MOLATE'	10.0
HORDEUM BRACHYANTHERUM	6.0
MUHLENBERGIA RIGENS	1.0
MUHLENBERGIA MICROSPERMA	3.0
HORDEUM DEPRESSUM	3.0

Hydroseeding slurry component for slopes from 3:1 to 2:1:

Product	Application Rate
Wood Fiber Mulch	2000 lbs/acre
Binder/Tackifier	200 lbs/acre

Product	Application Rate
Organic fertilizer	800 lbs/acre
Mycorrhizal inoculum	60 lbs/acre

Add to slope rolled erosion control netting product (RECP Netting) 20.6 ounce weight per yd2, for landscape areas directly receiving pavement run off.

Shrubs from 1- 5 gallon containers should be approximately planted on the swale side slopes:

FESTUCA IDAHOENSIS — Blue Fescue, 1 FT x 1 FT
MUHLENBERGIA RIGENS — Deer Grass, 4 FT x 4 FT
FESTUCA MAIREI — Marie's Fescue, 2 FT x 2 FT
CAREX PANSA — California meadow sedge, 1 FT x 1 FT
LEYMUS CONDENSATUS — Canyon Prince, 4 FT x 3 FT
LEYMUS TRITICOIDES — Creeping Wild Rye, 2 FT x 2 FT

Trees from containers 5 to 15 gallons should be appropriately planted on the top of side slopes:

QUERCUS AGRIFOLIA — COAST LIVE OAK, space 35 FT apart.
PLATANUS ACERIFOLIA — LONDON PLANE TREE, space 35 FT apart.

Soils with low infiltration rates less than one inch per hour shall:

- Excavate an additional 18 to 36 inches deep and add engineered soil mix in the swale bottom.
- Provide soil testing to determine additional methods to increase infiltration.

Suitable Bioswale Soil:

- General. Topsoil shall be free of roots, clods, or stones larger than 1-inch in the greatest dimension, pockets of coarse sand, noxious weeds, sticks, lumber, brush, and other litter. It shall not be infested with nematodes or other undesirable disease-causing organisms such as insects and plant pathogens or any hazardous materials.

1. Topsoil shall be friable and have sufficient structure in order to give good tilth and aeration to the soil.

2. Gradation limits-soil shall be a sandy loam. Gravel over ¼inch in diameter shall be less than 20 percent by weight.

3. Permeability Rate shall be not less than one inch per hour, nor more than 20 inches per hour.

- Soil Organic Matter Content. The desirable range is 3 percent to 5 percent. Sufficient soil organic matter shall be present to impart good physical soil properties but not be excessive to cause toxicity or cause excessive reduction in the volume of soil due to decomposition of organic matter.

CITY OF ONTARIO *Agenda Report* **February 17, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Fire Department Prepared By: Kemi Makinde Staff Member Presenting: Mike Gerken, Fire Chief Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 4

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

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

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the Growth and Evolution of the City's Economy
Operate in a Businesslike Manner
Pursue City's Goals and Objectives by Working with Other Governmental Agencies

FISCAL IMPACT: The City will issue a loan to CONFIRE in an amount not-to-exceed $20,000,000 with an annual interest rate equal to the Local Agency Investment Fund (LAIF) daily effective yield rate on the date of the first advance. The loan will be funded from available City funds, excluding the General Fund. Quarterly repayments will commence after the first advance, and the loan will be repaid in full within two years.

BACKGROUND & ANALYSIS: In 2020, the Ontario Fire Department began experiencing significant ambulance delays and challenges with the County's private ambulance provider's ability to meet their contractual response time obligations. Neighboring cities in the County experienced similar delays. This was exacerbated by paramedic staffing shortages, COVID- 19 pandemic, and ambulance patient offload delays at the local hospitals. The issue caused residents to have to wait for ambulance transport, in some cases up to an hour.

In 2022, in an effort to mitigate delays, the City of Ontario entered into an Agreement with the Emergency Medical Services Division of CONFIRE (Consolidated Fire Agencies), a joint powers authority, to share in the responsibility of collaborative development and implementation of a regionally shared emergency medical services delivery system that provides Advanced Life Support and Basic Life Support Ground Ambulance Services. CONFIRE together with its partner, Priority Ambulance, submitted a proposal to the San Bernardino County Board of Supervisors in response to Request for Proposals (RFP) Number ICEMA23- ICEMA- 4811 for emergency ambulance and

interfacility transport services. On December 5, 2023, the Board of Supervisors awarded the RFP to CONFIRE to provide Advanced Life Support and Basic Life Support Ground Ambulance Services to all of San Bernardino County.

On December 19, 2023, the City Council approved a loan Agreement between the City and CONFIRE for initial capital funding to establish ambulance servicing throughout San Bernardino County. Since then, AMR filed an injunction in September 2024 which ceased all activities pending further legal review and the loan was never drawn down. Since that time, the loan has expired and is now being brought back before Council for approval in light of the program's anticipated forward progress, which is expected in early 2026.

Under the updated terms for the CONFIRE loan, borrowing is structured through individual advances ranging from a minimum of $1 million to a maximum of $5 million per request. The total amount borrowed across all advances is capped at $20 million. Regarding the repayment schedule, the entire loan—including every subsequent draw—reaches its final maturity exactly two years from the date the first advance is paid. This means that while later advances may be requested, they do not extend the timeline and must still be fully repaid by that same original two-year deadline.

The repayment of the loan for the Ambulance Servicing program will be as follows: For each advance, CONFIRE will pay quarterly principal and interest payments. Payment due dates are January 1, April 1, July 1 and October 1. The first payment due for the first advance shall be the next succeeding payment date. For example, if the first advance is April 1, 2026, then the first payment shall be made on July 1, 2026. A payment schedule will be issued after the first advance. For each subsequent advance, the payment schedule will be amended and all the amounts due will be paid on each quarterly payment date. The loan shall be paid in full within two years from the first advance.

Staff recommends the City of Ontario enter into this updated Loan Agreement to assist in the startup costs of the EMS Division of CONFIRE. The funds are needed for administrative support, to commence operations of services, and provide those services until billing and collections relating to such emergency services can fully fund the operation. Based on past billing practices, revenues are expected to come in approximately three months after the start of service.

CITY OF ONTARIO
CONFIRE EMS PROGRAM
LOAN AGREEMENT

This CITY OF ONTARIO CONFIRE EMS PROGRAM LOAN AGREEMENT (the "Agreement") is made as of _____ 20__, by and between **CONSOLIDATED FIRE AGENCIES ("Borrower")**, a joint powers agency, acting on behalf of its **CONFIRE EMS**, a division of the Borrower **("EMS")** and the **CITY OF ONTARIO**, a California municipal corporation **("Lender")**.

R E C I T A L S

A. Borrower is a joint powers agency, was created to provide services relating to the operation of a regional public safety communication system and cooperative program of fire protection, rescue and emergency medical services system.

B. EMS is a subsidiary division of Borrower, which provides emergency medical services to Borrower's member agencies (the "Member Agencies").

C. Borrower has requested that the Lender extend credit to Borrower in the form of this agreement with a maximum credit limit of Twenty Million Dollars ($20,000,000) for the purpose of providing emergency medical services and ambulance transportation services, and to fund the administrative support to commence operations, billings and collection services (the "Program").

D. The Lender has agreed to extend credit to Borrower, subject to and in accordance with the terms and conditions of this Agreement and the other "Loan Documents" as that term is defined below.

NOW, THEREFORE, for good and valuable consideration the parties agree as follows:

1. DEFINITIONS AND CONSTRUCTION.

1.1 Definitions. Capitalized terms in this Agreement that are not defined when first used shall have the meanings set forth below:

(a) **Advances**. The term "Advances" shall mean all funds advanced to the Borrower under the terms of this Agreement.

(b) **Administrative Statements**. Borrower's statements regarding administration of billing to insurance providers and federal and State agency reimbursement applications related to the Program.

(c) **Agreement**. The term "Agreement" shall mean this Agreement, any schedules hereto, any promissory notes, and assignments required hereunder (whether executed concurrently with or prior or subsequent to the date hereof), and any concurrent or subsequent amendments,

modifications, supplements, chattel paper, extensions, or schedules to any of the foregoing.

(d) **Authorized Officer**. The term "Authorized Officer" shall mean Executive Director of the Borrower.

(e) **Borrower's Books**. The term "Borrower's Books" shall mean: (a) all of Borrower's books and records including ledgers, records indicating, summarizing, or evidencing Borrower's assets or liabilities related to the Program; (b) all information relating to Borrower's business operations or financial condition related to the Program; and (c) all computer programs, disk or tape files, printouts, runs, or other computer prepared information, and the equipment containing such information related to the Program.

(f) **Business Day**. The term "Business Day" shall mean any day which is not a Saturday, Sunday, or other day on which banks in the State of California are authorized or required to close.

(g) **Event of Default.** The term "Event of Default" shall mean the occurrence of an event described in Section 6.1 below.

(h) **Financial Statement(s).** The term "Financial Statement(s)" shall mean all income statements, balance sheets, statements of retained earnings or other related statements which reflect the financial worth of Borrower related to the Program.

(i) **Loan**. The term "Loan" shall mean the aggregate of all Advances made by Lender to Borrower hereunder, and represented in a Payment Schedule.

(j) **Loan Documents**. The term "Loan Documents" shall mean, collectively, this Agreement, the Payment Schedule, any other obligation or schedule executed by Borrower to the order of Lender, and any other document, instrument and agreement executed by Borrower in connection with this Agreement.

(k) **Maximum Credit Limit**. The term "Maximum Credit Limit" has the meaning provided in Section 2.1 below.

(l) **Members of the Borrower**. The term "Members of the Borrower" shall mean the "Parties" as described in the Joint Powers Agreement (Third Amended and Restated) and dated March 23, 2021, by and among the Members.

(m) **Obligations**. The term "Obligations" shall mean all Advances together with interest thereon, Lender's expenses, and all other amounts payable

by Borrower under the Loan Documents, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and including any debt, liability, or obligation owing from Borrower to others which Lender may have obtained by assignment or otherwise, and further including all interest not paid when due and all Lender's expenses which Borrower is required to pay or reimburse by the Loan Documents, by law or otherwise.

(n) **Payment Date**. The term "Payment Date" shall mean January 1, April 1, July 1 and October 1 of each calendar year, and shall be in the form of Exhibit A hereto, as such may be amended or modified.

(o) **Payment Schedule**. The term "Payment Schedule" shall mean a schedule of principal and interest payments due hereunder, as modified from time to time representing Advances made to Borrower.

(p) **Revenues**. The term "Revenues" means all billings for transport services and GMS services, which includes State and Federal reimbursement or supplemental reimbursement funds.

1.2 Construction. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, to the singular include the plural, to the part include the whole, and "including" is not limiting, and "or" has the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection, clause, and exhibit references are to this Agreement unless otherwise specified.

1.3 Accounting Terms. All accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles ("GAAP") as in effect from time to time. When used herein, the term "financial statements" shall include the notes and schedules thereto.

2. ADVANCES AND TERMS OF PAYMENT.

2.1 Extension of Credit. Subject to the full satisfaction of each and all of the conditions set forth in this Article II, and subject to the all other terms and conditions of this Agreement, Lender shall, upon the request of Borrower made from time to time but no later than two (2) years from the date of the first draw of funds under this Agreement, and so long as no Event of Default has occurred and is continuing, or so long as this Agreement has not been terminated, and subject to the full satisfaction of each and all of the conditions set forth in this Agreement, make Advances to Borrower in an aggregate amount not to exceed the sum of the following (the "Maximum Credit Limit"): Twenty Million Dollars ($20,000,000.00), provided through the Lender's unrestricted funds other than the General Fund of the Lender.

2.2 Request for Advance. Borrower may take Advances in a minimum amount of One Million Dollars ($1,000,000) and a maximum amount of Five Million Dollars ($5,000,000). Total draws cannot exceed Twenty Million ($20,000,000) in the aggregate. Advances, as well as

directions for payment from Borrower's deposit accounts maintained with Lender, must be requested in writing on behalf of Borrower by any Authorized Officer. Borrower agrees to be liable for all sums advanced in accordance with Borrower's or Borrower's authorized representative's instructions. The unpaid Advances owing hereunder, at any time, will be evidenced by a separate Payment Schedule to be added to this Agreement. All requests for Advances shall be received by Lender ten (10) Business Days prior to the proposed date the requested Advance is to be made. Each request made to Lender for an Advance shall contain the following: (a) the aggregate principal amount of the Advance; and (b) satisfaction of conditions of Section 2.13 hereof.

2.3 Authorization to Make Advances. Lender is hereby authorized to make Advances, solely from its unrestricted funds, other than the Lender's General Fund, based on a written request to Lender made by anyone purporting to be an Authorized Officer. Borrower hereby holds Lender harmless against any loss, claim, liability, cause of action, and damages arising out of Lender's reliance on such request in making an Advance hereunder.

2.4 Maturity Dates. The first Advance shall have two (2) years from the date of the effective Advance payment date (the "Closing Date") to repay the loan (the "Maturity Date"). Each subsequent Advance shall be repaid no later than the Maturity Date stated above. For avoidance of doubt, the final Maturity Date for all amounts drawn hereunder shall be the date which is two (2) years from the first Closing Date.

2.5 Security. The Loan and all other payment obligations under this Agreement and the Loan Documents will be payable from and secured by the Revenues of the Borrower.

2.6 Repayment of Advance. For each Advance, Borrower will pay scheduled principal and interest as follows:

(a) the first payment due for the first Advance shall be the next succeeding Payment Date of such Advance (for example, if the first draw is April 1, 2026, then the first payment shall be made on July 1, 2026) and such repayment shall be reflected in a Payment Schedule; and

(b) thereafter, on each Payment Date;

(c) for each subsequent Advance, the Payment Schedule shall be amended and the all amounts due thereunder shall be paid on each Payment Date;

(d) all or any portion of the Loan may be prepaid on any Business Day without premium or penalty at the option of the Authority, by presentment of the unpaid principal portion together with interest accrued thereon to the date set for prepayment upon delivery to the Lender of notice of intent to prepay the Loan no less than 10 days prior to the date of such prepayment.

The entire Loan shall be paid in full by the Maturity Date.

2.7 Interest. Interest rate on all amounts due hereunder shall be determined by using the Local Agency Investment Fund (LAIF) daily effective yield rate, on the first Closing Date.

2.8 Default Interest Rate. The interest rate after the occurrence of any Event of Default shall be calculated at the rate of 8.00% (the "Default Rate") on a monthly basis.

2.9 Insurance.

(a) Coverage. For the duration of this Agreement, Borrower shall maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Program. Coverage shall be at least as broad as:

(1) **Commercial General Liability (CGL**): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(2) **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Borrower has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than $1,000,000 per accident for bodily injury and property damage.

(3) **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

(4) **Fidelity & Crime:** Fidelity & Crime coverage with a limit no less than $1,000,000 including coverage for employee dishonesty and theft, disappearance and destruction of money and securities.

If the Borrower maintains broader coverage and/or higher limits than the minimums shown above, the Lender requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Borrower. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Lender.

(b) **Policies**. The insurance policies shall contain, or be endorsed to contain, the following provisions:

(1) **Additional Insured Status**. The Lender, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Borrower including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Borrower's

insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

(2) **Primary Coverage**. For any claims related to this contract, the Borrower's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the Lender, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Lender, its officers, officials, employees, or volunteers shall be excess of the Borrower's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

(3) **Umbrella or Excess Policy**. The Borrower may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions ("SIRs"), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the additional insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Borrower's primary and excess liability policies are exhausted.

(4) **Notice of Cancellation**. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Lender.

(5) **Waiver of Subrogation**. Borrower hereby grants to Lender a waiver of any right to subrogation which any insurer of said Borrower may acquire against the Lender by virtue of the payment of any loss under such insurance. Borrower agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Lender has received a waiver of subrogation endorsement from the insurer.

(6) **Self-Insured Retentions**. Self-insured retentions must be declared to and approved by the Lender. The Lender may require the Borrower to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Lender. The CGL and any policies, including Excess liability policies, may not be subject to a SIR or deductible that exceeds $25,000 unless approved in writing by Lender. Any and all deductibles and SIRs shall be the sole responsibility of Borrower or subcontractor who procured such insurance and shall not apply to the indemnified additional insured parties. The Lender may deduct from any amounts otherwise due Borrower to fund the SIR/deductible. Policies shall not contain any SIR provision that limits the satisfaction of the SIR to the named insured. The policy must also provide that Defense costs, including the allocated loss adjustment expenses, will satisfy the SIR or deductible. The Lender reserves the right to obtain a copy of any policies and endorsements for verification.

(7) **Acceptability of Insurers**. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Lender.

(8) **Verification of Coverage**. Borrower shall furnish the Lender with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by the Lender before the Program commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Borrower's obligation to provide them. The Lender reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. The Lender reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

2.10 Accounting System. Borrower at all times hereafter shall maintain a standard and modern system of accounting in accordance with GAAP, with ledger and account cards or computer tapes, disks, printouts, and records pertaining to the Program which contain information as may from time to time be requested by Lender.

2.11 Records. Borrower shall keep full and accurate accounts and records of its operations according to GAAP.

2.12 Audit. Borrower shall permit Lender, its employees or agents upon request to inspect and test Borrower's books and records for the purpose of verifying the accuracy of all information required under the terms of this Agreement or submitted pursuant to this Agreement. Pursuant to this Section, Borrower shall grant Lender complete access (including computer access) to all records in whatever form, including accounts, bank statements, delinquency reports, collection reports and litigation reports, whether in hard form or on software.

2.13 Conditions to Each Advance. Lender shall not be obligated to disburse all or any portion of the first Advance and each subsequent Advance, unless and until Borrower has fully satisfied each and all of the following conditions:

(a) The outstanding principal balance owed on the Loan as evidenced by the Payment Schedule does not at any time exceed the Maximum Credit Limit;

(b) Borrower shall have executed and delivered to Lender an original counterpart of this Agreement;

(c) Borrower shall have executed and delivered to Lender a revised Payment Schedule for all Advances made hereunder;

(d) A duly executed resolution to borrow authorizing the loan transactions and authorizing specific officers to act on behalf of the Borrower in connection with this Agreement shall be delivered to Lender; and

(e) Borrower has delivered all approvals and incumbency certificates of officers of the Borrower executing any Loan Documents;

(f) Borrower's Counsel has delivered legal opinions addressed to Lender in form and substance satisfactory to the Lender and Lender's Counsel;

(g) Lender shall have received any and all additional documents, instruments and certificates required pursuant to this Agreement, or otherwise deemed necessary and requested by Lender.

(h) Borrower has delivered a certificate to Lender evidencing that (i) no Event of Default has occurred, (ii) all representations, warranties, and covenants are true and correct and (iii) no material adverse change has occurred with respect to the Borrower, since the date of the most recent audited financial statements delivered to the Lender.

(i) Borrower has paid all closing fees and expenses.

3. CONTINUING REPRESENTATIONS AND WARRANTIES

Borrower represents and warrants to Lender as follows, each such representation and warranty to continue so long as any Obligations remain unpaid:

3.1 Organization; Authority as to Loan Documents. The Borrower is in good standing under the laws of the State, has full legal right, power and authority to enter into the Loan Documents, and to carry out and consummate all transactions contemplated by the Loan Documents, and by proper action of its legislative body has duly authorized the execution, delivery and performance of the Loan Documents. The person(s) of the Borrower executing the Loan Documents to which the Borrower is a party are fully authorized to execute the same. The Loan Documents have been duly authorized, executed and delivered by the Borrower.

3.2 Proceedings; Enforceability. Assuming due execution and delivery by the other parties thereto, the Loan Documents to which the Borrower is a party will constitute the legal, valid and binding agreements of the Borrower enforceable against the Borrower in accordance with their terms; except in each case as enforcement may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights against public entities in the State of California, by the application of equitable principles regardless of whether enforcement is sought in a proceeding at law or in equity and by public policy.

3.3 No Conflicts. The execution and delivery of the Loan Documents, the consummation of the transactions herein and therein contemplated and the fulfillment of or compliance with the terms and conditions hereof and thereof, will not, in any material respect, conflict with or constitute a violation or breach of or default (with due notice or the passage of time

or both) under the Joint Powers Agreement for the Borrower entered into on September 21, 1990, as subsequently amended ("JPA Agreement"), its bylaws or to the best knowledge of the Borrower, any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, to which Borrower is subject, or any mortgage, deed of trust, loan agreement, lease, contract or other agreement or instrument to which the Borrower is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Borrower, which conflict, violation, breach, default, lien, charge or encumbrance might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Loan Documents or the financial condition, assets, properties or operations of the Borrower.

3.4 Litigation; Adverse Facts. Except as disclosed to Lender in writing prior to the date hereof, there is no legal action, nor is there a basis known to Borrower for any legal action, before or by any court or federal, state, municipal or other governmental authority, pending, or to the knowledge of the Borrower, after reasonable investigation, threatened, against or affecting the Borrower, or its assets, properties or operations which, if determined adversely to the Borrower or its interests, would have a material adverse effect upon the consummation of the transactions contemplated by, or the validity of, the Loan Documents, upon the ability of Borrower to perform its obligations under the Loan Documents, or upon the financial condition, assets, properties or operations of the Borrower. Borrower is not in default (and no event has occurred and is continuing which with the giving of notice or the passage of time or both could constitute a default) with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Loan Documents, the ability of Borrower to perform its obligations under the Loan Documents, or the financial condition, assets, properties or operations of the Borrower. Borrower is not (a) in violation of any applicable law, which violation materially and adversely affects or may materially and adversely affect the business, operations, assets condition (financial or otherwise) or prospects of Borrower; (b) subject to, or in default with respect to, any other legal requirements that would have a material adverse effect on the business, operations, assets, condition (financial or otherwise) or prospects of Borrower; or (c) in default with respect to any agreement to which Borrower is a party or by which it is bound, which default would have a material adverse effect on the business, operations, assets, condition (financial or otherwise) or prospects of Borrower; and (d) there is no legal action pending or, to the knowledge of Borrower, threatened against or affecting Borrower questioning the validity or the enforceability of this Agreement.

3.5 Agreements; Consents; Approvals. Except as contemplated by the Loan Documents, the Borrower is not a party to any agreement or instrument or subject to any restriction that would materially adversely affect the Borrower. The Borrower is not in default in any material respect in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any other agreement or instrument to which it is a party or by which it is bound.

No consent or approval of any trustee or holder of any indebtedness of the Borrower, and to the best knowledge of the Borrower and only with respect to the Borrower, no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority (except

no representation is made with respect to any state securities or "blue sky" laws) is necessary in connection with the execution and delivery of the Loan Documents or the consummation of any transaction herein or therein contemplated, or the fulfillment of or compliance with the terms and conditions hereof or thereof, except as have been obtained or made and as are in full force and effect.

3.6 No Bankruptcy Filing. The Borrower is not contemplating either the filing of a petition by it under any state or federal bankruptcy or insolvency law or the liquidation of all or a major portion of its property, and the Borrower has no knowledge of any person contemplating the filing of any such petition against it. As of the Closing Date, the Borrower has the ability to pay its debts as they become due.

3.7 Full and Accurate Disclosure. No statement of fact made by the Borrower in any Loan Document contains any untrue statement of a material fact or omits to state any material fact necessary to make statements contained therein in light of the circumstances in which they were made, not misleading. There is no material fact or circumstance presently known to the Borrower that has not been disclosed to the Lender which materially and adversely affects the Program or the business, operations or financial condition or business prospects of the Borrower or the Borrower's ability to meet its obligations under this Agreement in a timely manner.

3.8 Compliance. The Borrower will comply, to the extent required, in all material respects with all applicable legal requirements. The Borrower is not in default or violation of any order, writ, injunction, decree or demand of any governmental authority, the violation of which would materially adversely affect the financial condition or business prospects or the business of the Borrower.

3.9 Contracts. All service, maintenance or repair contracts affecting the Projects have been entered into at arm's length (except for such contracts between the Borrower and the Lender) in the ordinary course of the Borrower's business and provide for the payment of fees in amounts and upon terms comparable to existing market rates.

3.10 Financial Information. All financial data, including any statements of cash flow and income and operating expense, that have been delivered to the Lender in respect of the Program by or on behalf of the Borrower, to the best knowledge of the Borrower, (a) are accurate and complete in all material respects, (b) accurately represent the financial condition of the Program as of the date of such reports, and (c) to the extent prepared by an independent certified public accounting firm, have been prepared in accordance with GAAP consistently applied throughout the periods covered, except as disclosed therein. Other than pursuant to or permitted by the Loan Documents or the Borrower organizational documents, the Borrower has no contingent liabilities, unusual forward or long-term commitments or unrealized or anticipated losses from any unfavorable commitments. Since the date of such financial statements, there has been no materially adverse change in the financial condition, operations or business of the Borrower from that set forth in said financial statements.

3.11 Federal Reserve Regulations. No part of the proceeds of the Borrower Loan will be used for the purpose of purchasing or acquiring any "margin stock" within the meaning of Regulation U of the Board of Governors of the Federal Reserve System or for any other purpose

that would be inconsistent with such Regulation U or any other regulation of such Board of Governors, or for any purpose prohibited by law or any Loan Document.

3.12 Not a Foreign Person. The Borrower is not a "foreign person" within the meaning of §1445(0(3) of the Code.

3.13 Enforceability. The Loan Documents are not subject to, and the Borrower has not asserted, any right of rescission, set-off, counterclaim or defense, including the defense of usury.

3.14 Insurance. The Borrower has obtained the insurance required by Section 2.9 hereof and has delivered to the Lender copies of insurance policies or certificates of insurance reflecting the insurance coverages, amounts and other requirements set forth in this Agreement.

3.15 State Law Requirements. The Borrower hereby represents, covenants and agrees to comply with the provisions of all applicable state laws relating to the Loan Documents.

3.16 Fraudulent Transfer. The Borrower has not accepted the Loan or entered into any Loan Document with the actual intent to hinder, delay or defraud any creditor, and the Borrower has received reasonably equivalent value in exchange for its obligations under the Loan Documents. The Borrower does not intend to, and does not believe that it will, incur debts and liabilities (including contingent liabilities and other commitments) beyond its ability to pay such debts as they mature (taking into account the timing and amounts to be payable on or in respect of obligations of the Borrower).

3.17 Filing of Taxes. The Borrower has filed (or has obtained effective extensions for filing) all federal, state and local tax returns required to be filed, if any, and has paid or made adequate provision for the payment of all federal, state and local taxes, charges and assessments, if any, payable by the Borrower.

3.18 Approval of the Loan Documents. By its execution and delivery of this Agreement, the Borrower approves the form and substance of the Loan Documents, and agrees to carry out the responsibilities and duties specified in the Loan Documents to be carried out by the Borrower. The Borrower acknowledges that (a) it understands the nature and structure of the Program, (b) it is familiar with the provisions of all of the Loan Documents and other documents and instruments relating to the financing, and (c) it has not relied on the Lender for any guidance or expertise in analyzing the financial or other consequences of the transactions contemplated by the Loan Documents or otherwise relied on the Lender in any manner.

3.19 Other Documents. Each of the representations and warranties of Borrower contained in any of the other Loan Documents is true and correct in all material respects (or, in the case of representations or warranties contained in any of the other Loan Documents that speak as of a particular date, were true and correct in all material respects as of such date). All of such representations and warranties are incorporated herein for the benefit of Lender.

3.20 Survival of Representations and Covenants. All of the representations and warranties in the Loan Documents (i) shall survive for so long as any portion of the Obligations remains due and owing and (ii) shall be deemed to have been relied upon by the Lender

notwithstanding any investigation heretofore or hereafter made by the Lender or on its or their behalf.

3.21 Reliance by Lender; Cumulative. Each warranty, representation, and agreement contained in this Agreement shall be automatically deemed repeated with each Advance and shall be conclusively presumed to have been relied on by Lender regardless of any investigation made or information possessed by Lender. The warranties, representations, and agreements set forth in this Agreement shall be cumulative and in addition to any and all other warranties, representations, and agreements which Borrower shall now or hereafter give, or cause to be given, to Lender.

3.22 No Advisory or Fiduciary Role. The Borrower acknowledges and agrees that:

(a) the Lender has not assumed any advisory or fiduciary responsibility to the Borrower with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto;

(b) the only obligations the Lender has to the Borrower is with respect to this Agreement and the Loan Documents; and

(c) the Borrower has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

4. AFFIRMATIVE COVENANTS

During the term of this Agreement, the Borrower hereby covenants and agrees with the Lender that:

4.1 Existence. The Borrower shall (i) do or cause to be done all things necessary to preserve, renew and keep in full force and effect its existence and its material rights, (ii) continue to engage in the business presently conducted by it, and (iii) qualify to do business and remain in good standing under the laws of the State.

4.2 Litigation. The Borrower shall give prompt written notice to the Lender of any litigation, governmental proceedings or claims or investigations regarding an alleged actual violation of a state or federal law pending or, to the Borrower's knowledge, threatened against the Borrower which might materially adversely affect the Borrower's condition (financial or otherwise) or business.

4.3 Performance of Other Agreements. The Borrower shall observe and perform in all material respects each and every term to be observed or perforated by it pursuant to the terms of any agreement or instrument affecting or pertaining to the Program.

4.4 Notices. The Borrower shall promptly advise the Lender in writing of (a) any material adverse changes in the Borrower's financial condition, assets, or properties or operations, (b) any fact or circumstance affecting the Borrower or the Program that materially and adversely affects the Borrower's ability to meet its obligations hereunder or under any of the other Loan Document to which it is a party in a timely manner, or (c) the occurrence of any Event of Default of which the Borrower has knowledge**.**

4.5 Lender's Fees. The Borrower covenants to pay the reasonable fees and expenses of the Lender or any agents, attorneys, accountants, consultants selected by the Lender to act on its behalf in connection with this Agreement and the other Loan Documents, including, without limitation, any and all reasonable expenses incurred in connection with the making of the Loan or in connection with any litigation which may at any time be instituted involving the Loan, this Agreement, the other Loan Documents, or any of the other documents contemplated thereby, or in connection with the reasonable supervision or inspection of the Borrower, its properties, assets or operations or otherwise in connection with the administration of the foregoing. This obligation shall remain valid and in effect notwithstanding repayment of the Loan hereunder or termination of this Agreement.

4.6 Expenses. The Borrower shall pay all reasonable expenses incurred by the Lender in connection with the Loan, including reasonable fees and expenses of the Lender's attorneys and other consultants. The Borrower shall, upon request, promptly reimburse the Lender for all reasonable amounts expended, advanced or incurred by the Lender to collect the amounts advanced hereunder, or to enforce the rights of the Lender under this Agreement or any other Loan Document, or to defend or assert the rights and claims of the Lender under the Loan Documents arising out of an Event of Default or with respect to the Program (by litigation or other proceedings) arising out of an Event of Default, which amounts will include all court costs, attorneys' fees and expenses, fees of auditors and accountants, and investigation expenses as may be reasonably incurred by the Lender in connection with any such matters (whether or not litigation is instituted), together with interest at the Default Rate.

4.7 Indemnity. In addition to its other obligations hereunder, and in addition to any and all rights of reimbursement, indemnification, subrogation and other rights of Lender pursuant hereto and under law or equity, to the fullest extent permitted by law, the Borrower agrees to indemnify, hold harmless and defend the Lender, and each of its respective officers, directors, employees, attorneys and agents (each an "Indemnified Party"), against any and all losses, damages, claims, actions, liabilities, reasonable costs and expenses of any nature, kind or character (including, without limitation, reasonable attorneys' fees, litigation and court costs, amounts paid in settlement (to the extent that the Borrower has consented to such settlement) and amounts paid to discharge judgments) (hereinafter, the "Liabilities") to which the Indemnified Parties, or any of them, may become subject under federal or state securities laws or any other statutory law or at common law or otherwise, to the extent arising out of or based upon or in any way relating to this Agreement and the Loan Documents in all cases except where the Lender is proven to have been guilty of gross negligence or willful misconduct. The rights of any persons to indemnity hereunder shall survive the final payment or defeasance of the Loan. The provisions of this Section shall survive the termination of this Agreement.

4.8 Notice of Default. The Borrower will advise the Lender promptly in writing of the occurrence of any Event of Default hereunder, specifying the nature and period of existence of such event and the actions being taken or proposed to be taken with respect thereto.

4.9 Information; Financial Statements and Reports; Debt Service Coverage.

(a) Borrower shall furnish or cause to be furnished to Lender:

(1) Notice of Default. As soon as possible, and in any event not later than five (5) Business Days after the occurrence of any Event of Default, a statement of an Authorized Representative of Borrower describing the details of such Event of Default and any curative action Borrower proposes to take;

(2) Financial and Administrative Statements. The Borrower shall provide to Lender monthly Financial Statements and Administrative Statements for the Lender to review, and prior to _____, 2026, such reports shall include the Borrower's monthly report of Administrative Activities, with a separate statement of EMS activity, and after _____, 2026, the Borrower shall include in its monthly report the number of service calls received in the previous month;

(3) Audit Reports. Promptly upon receipt thereof, copies of all reports, if any, submitted to Borrower by independent public accountants in connection with each annual, interim or special audit of the financial statements of Borrower made by such accountants, including the comment letter submitted by such accountants to management in connection with their annual audit;

(4) Certification of Non-Foreign Status. Promptly upon request of Lender from time to time, a Certification of Non-Foreign Status, executed on or after the date of such request by Lender;

(5) Compliance Certificates. Borrower provides a compliance certificate, in form and substance satisfactory to Lender and certified by an Authorized Borrower Representative, to the effect that Borrower is in compliance with all covenants, terms and conditions applicable to Borrower, under or pursuant to the Loan Documents and under or pursuant to any other debt owing by Borrower, and disclosing any noncompliance therewith, and any Event of Default, and describing the status of Borrower's actions to correct such noncompliance or Event of Default, as applicable; and

(6) Other Items and Information. Such other information concerning the assets, business, financial condition, operations, property, prospects and results of operations of Borrower, as Lender reasonably requests from time to time.

4.10 Continued Existence of Borrower. The Borrower shall take or cause to be taken all actions reasonably necessary to continue the Borrower's existence during the term of this Agreement, including but not limited to the addition or substitution of one or more members of the Borrower and execution of an amendment to the Borrower's JPA Agreement, to provide for the addition or substitution of such members.

5. NEGATIVE COVENANTS.

Borrower hereby covenants and agrees as follows, which covenants shall remain in effect so long as any Obligation or other obligation of Borrower under any of the other Loan Documents remains outstanding or unperformed. Borrower covenants and agrees that it will not, directly or indirectly:

5.1 Assignment of Rights. Borrower shall not attempt to assign Borrower's rights under the Loan Document without the Lender's prior written consent.

5.2 Principal Place of Business. Borrower shall not change its principal place of business without providing 30 days' prior written notice of the change to the Lender.

5.3 Fiscal Year. Borrower shall not change the times of commencement or termination of its fiscal year or other accounting periods, or change its methods of accounting, other than to conform to GAAP, without written notice to the Lender.

5.4 Publicity. Borrower shall not issue any publicity release or other communication to any print, broadcast or on-line media, post any sign or in any other way identify Lender as the source of the financing provided for herein, without the prior written approval of Lender in each instance (provided that nothing herein shall prevent Borrower from identifying Lender as the source of such financing to the extent that Borrower is required to do so by disclosure requirements applicable to public entities within the State of California).

6. DEFAULT AND REMEDIES.

6.1 Events of Default. Any one or more of the following events shall constitute an "Event of Default" by Borrower under this Agreement:

(a) Borrower fails to pay the regularly scheduled principal or interest on the Loan when due.

(b) Borrower fails to pay when due and payable, or when declared due and payable, any amounts payable hereunder or other Loan Documents and such amount is not paid within five (5) days after such amount is due and payable;

(c) Borrower fails or neglects to perform, or observe when due, any term, provision, condition, covenant, warranty or representation contained in this Agreement or in any Loan Documents, or in any other present or future agreement or arrangement between Borrower and Lender, and such default shall not have been cured within fifteen (15) business days after notice thereof is given to Borrower by Lender;

(d) Any material portion of Borrower's assets are attached, seized, subjected to a writ or distress warrant, or are levied upon, or come into the possession of any judicial officer, or any lien is filed or recorded against the assets of the Borrower by a governmental agency, or any judgment against the Borrower becomes a lien against any of the Borrower's assets;

(e) A voluntary or involuntary petition in bankruptcy or for reorganization or for an arrangement or any composition, readjustment, liquidation, dissolution or similar relief pursuant to the federal bankruptcy law or

under similar present or future federal or state bankruptcy or insolvency law, is filed by or against Borrower, and such petition is not dismissed within sixty (60) days thereafter;

(f) Borrower makes an assignment of all or any portion of its assets for the benefit of creditors;

(g) Borrower is enjoined, restrained, or in any way prevented by court order from continuing to conduct all or any material part of its business affairs;

(h) There is a default in any material agreement to which Borrower is a party with third parties resulting in a right by such third parties to accelerate the maturity of Borrower's indebtedness;

(i) Any government agency files a lien or commences an action or any third party files a claim or lawsuit against Borrower in connection with a violation of state or federal environmental statutes, which claim may result in a substantial fine or penalty or the payment of damages;

(j) Borrower suspends its business or ceases doing business as a going concern;

(k) Failure by the Borrower to pay, when due, a final, non-appealable judgment or order over $500,000 which shall be rendered against the Borrower and such judgment has not been vacated, discharged, satisfied or stayed by the Borrower within a period of 30 days; and

(l) Any representation or warranty in the Loan or Loan Documents is not true when made.

6.2 Lender's Rights and Remedies. Upon the occurrence of an Event of Default, Lender may, at its election, without notice of its election and without demand, do any one or more of the following, all of which are authorized by Borrower:

(a) Terminate Lender's obligation to make Advances to Borrower hereunder;

(b) Declare all of Borrower's obligations to Lender immediately due and payable, whether evidenced by the Payment Schedule, this Agreement, by any of the other (collectively "Loan Documents") or otherwise;

(c) Exercise such remedies against the Members of the Borrower pursuant to Section 7(d) of the Joint Powers Agreement (Third Amended and Restated) dated March 23, 2021, by and among such Members of the Borrower, up to the maximum pro rata liability described therein for each of the Members of the Borrower; and

(d) Exercise all other rights and remedies available to Lender under the Loan Documents, at law or in equity.

6.3 Default Interest. From and after the occurrence of any Event of Default, interest shall accrue daily at the Default Interest Rate on all amounts outstanding under the Loan and shall be payable on demand.

6.4 Remedies Cumulative. Lender's rights and remedies under this Agreement, the Payment Schedule, the Loan Documents, and all other agreements shall be cumulative. No exercise by Lender of one right or remedy shall be deemed an election, and no waiver by Lender of any Event of Default on Borrower's part shall be deemed a continuing waiver. No delay by Lender shall constitute a waiver, election, or acquiescence by it.

7. MISCELLANEOUS.

7.1 Further Assurances. Borrower shall execute and acknowledge (if appropriate) any further documents consistent with the terms of this Agreement, including documents in recordable form, as the Lender shall from time to time find necessary or appropriate to effectuate its purposes in entering into this Agreement.

7.2 Entire Agreement, Waivers, and Amendments. This Agreement incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or part of the subject matter of this Agreement. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the party to be charged. A waiver of the breach of the covenants, conditions or obligations under this Agreement by either party shall not be construed as a waiver of any succeeding breach of the same or other covenants, conditions or obligations of this Agreement. Any amendment or modification to this Agreement must be in writing and executed by the appropriate authorities of Lender and Borrower.

7.3 Waiver of Jury Trial. The Lender and the Borrower shall waive their right to trial by jury; provided, however, that in the event that the waiver of jury trial is unenforceable for any reason, the parties shall be submit to judicial reference.

7.4 Governing Law; Venue. This Agreement shall be governed in accordance with the laws of the State of California. Any legal action brought under this Agreement must be instituted in the Superior Court of the County of San Bernardino, State of California, in an appropriate municipal court in that county, or in the Federal District Court in the Central District of California.

7.5 Non-Discrimination. Borrower covenants by and for itself, its successors and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, religion, sex, marital status, national origin or ancestry in the construction, use, or enjoyment of the Program, nor shall Borrower itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation. Borrower shall comply with all applicable non-discrimination laws.

7.6 Assignment. Lender may, at its option, assign this Agreement and/or its right to receive repayment of the Loan without the consent of Borrower. In no event shall Borrower assign or transfer any portion of this Agreement without the prior express written consent of Lender, which consent may be withheld in Lender's sole and absolute discretion. No assumption of the Loan shall be permitted at any time.

7.7 Compliance With Laws. Borrower shall comply with all federal and state laws, statutes and regulations affecting the ownership of its property and the conduct of its business

7.8 Notices. All notices, consents, approvals and requests required or permitted hereunder or under any other Loan Document shall be deemed to be given and made when delivered by hand, by recognized overnight delivery service, confirmed facsimile transmission (provided any telecopy or other electronic transmission received by any party after 4:00 p.m., local time, as evidenced by the time shown on such transmission, shall be deemed to have been received the following Business Day), or five (5) calendar days after deposited in the United States mail, registered or certified, postage prepaid, with return receipt requested, addressed as follows:

If to the Borrower:	Consolidated Fire Agencies 1743 Miro Way Rialto, California 92376 Attention: Executive Director Telephone: _____
with a copy to: (which shall not constitute notice to Borrower)	Lindsay K. Moore Attorney at Law Kingsley Bogard LLP 600 Coolidge Drive, Suite 160 Folsom, California 95630 Telephone: (916) 932-2500
If to the Lender:	City of Ontario 303 East B Street Ontario, California 91764 Attention: City Manager Telephone: (909) 395-2000
and with a copy to: (which shall not constitute notice to Lender)	Best Best & Krieger LLP 3390 University Avenue, 5th Floor Riverside, CA 92501 Attention: Kim Byrens Telephone: (951) 826-8273

7.9 Expenses. Borrower shall pay all expenses incurred by Lender with respect to this Agreement and the Loan.

7.10 Execution in Counterpart. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

(Signature page follows)

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

CONSOLIDATED FIRE AGENCIES a joint powers agency, acting on behalf of its CONFIRE EMS

_____
Signature

_____
Print Name

_____
Signature

_____
Print Name

CITY OF ONTARIO

By: _____

Its: City Manager

ATTEST:

_____
City Clerk

APPROVED: City Attorney

By: _____

-Signature Page-
City of Ontario
Confire EMS Program
Loan Agreement

EXHIBIT A

PAYMENT SCHEDULE

[To Come]

CITY OF ONTARIO *Agenda Report* **February 17, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Economic Development Prepared By: Peter Pallesen Department: Prepared By: Peter Pallesen Staff Member Presenting: Jennifer McLain Hiramoto, Economic Development Director Reviewed By: Thailin Martin, Charity Hernandez Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 5

SUBJECT: PROFESSIONAL SERVICE AGREEMENTS FOR ON-CALL ARCHITECTURAL SERVICES

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

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: The Fiscal Year 2025-26 Adopted Budget includes appropriations in the General Fund for these services. If approved, appropriations will be included in future years' budgets to the City Council consistent with the budget adoption process. In no event shall the proposed agreements with each firm exceed $500,000 over a five-year period.

BACKGROUND & ANALYSIS: The City's Five-Year Capital Improvement Project budget includes numerous new developments and the redevelopment of existing properties, including historic properties, specifically in Downtown Ontario. Staff has identified a need to contract with multiple firms to provide on-call consulting services. These services include but are not limited to, architecture, historic preservation, structural analysis, urban design, entitlement processing, cost estimating, and construction document preparation. On September 10, 2025, the City solicited requests for qualifications for professional architecture and historic preservation services. The City received thirteen responses, and selected City Staff reviewed each of the proposals to determine a pre-qualified list of five firms. The firms selected were deemed to be the most qualified in their respective categories based on their broad range of expertise demonstrated by their services provided to municipal agencies and their capability to perform the work in a timely manner. Staff is

recommending on-call contracts with the five firms. Contracting with numerous firms will ensure a cost-effective option and that sufficient resources are always available for projects and task orders as they arise. In addition, Staff is recommending that all contracts be executed between the firms, the City, and the Ontario Housing Authority, so that any City department can make use of these services for their respective projects. The execution of these agreements does not guarantee any payment or assignment to any firm. Should all contracts meet their not-to-exceed amounts of $500,000 each, the total not-to-exceed would amount to $2,500,000 over the course of five-years. The pre-selection of firms on the basis of qualification permits the assignment of tasks on the basis of best value, on the basis of specialized expertise, and/or availability. Funds shall only be encumbered for each consultant when the City has an assigned project for said consultant, at which time a purchase order for said project will be opened, and the dollar amount will be based on the consultant's proposal for the services to be rendered. A list of the awarded firms is included below:

Thirtieth Street Architects, Inc. - Newport Beach, CA
Page and Turnbull, Inc. - Los Angeles, CA
Garavaglia Architecture, Inc. - San Francisco, CA
Omgivning, Inc. - Los Angeles, CA
Frederick Fisher and Partners, Inc. - Los Angeles, CA

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 Frederick Fisher and Partners, Inc., a corporation with its principal place of business at 12248 Santa Monica Blvd. Los Angeles, CA 90025 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing Professional Architect and Historic Preservation On-Call 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 Professional Architect and Historic Preservation On-Call 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 Architect and Historic Preservation On-Call consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from March 1, 2026 to March 1, 2029

unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than 2 additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **five hundred thousand dollars ($500,000)** without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.2.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

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

3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services

shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

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

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

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Joseph Coriaty, Managing Partner and Peter Pallesen, Economic Development Coordinator.

3.3.5 City's Representative. The City hereby designates Peter Pallesen, Economic Development Coordinator, 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 Joseph Coriaty, Managing Partner, 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:	Frederick Fisher and Partners, Inc. 12248 Santa Monica Blvd. Los Angeles, CA 90025 ATTN: Joseph Coriaty, Managing Partner
City:	City of Ontario 303 East "B" Street Ontario, CA 91764

ATTN: Peter Pallesen, Economic Development Coordinator

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

FREDERICK FISHER AND PARTNERS, 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

FREDERICK FISHER AND PARTNERS, INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

EXHIBIT "A"
SCOPE OF SERVICES

Consultant must meet the minimum qualifications standards of the Secretary of the Interior Professional Qualifications (Code of Federal Regulations, 36 CFR Part 61), and be capable of furnishing all necessary professional and technical services set forth below. The City will be utilizing General, Federal, State, and other funds for the projects. The list is not exhaustive and may include other services as directed or requested by City staff. The actual Scope of services will be determined on a project-by-project basis.

WORKING KNOWLEDGE OF THE FOLLOWING:

- Project Administration and Management Services
- Site Analysis and Feasibility Studies
- Historic Structure Reports and Building Conditions Assessments
- Statement of Historic Significance and Identification of Character Defining Features
- Conceptual/Schematic Studies
- Entitlement Processing
- Site Development Planning
- Historic Preservation Planning, Review, and Design
- ADA Compliance Review and Planning
- Implementation of Seismic Retrofitting (or reinforcement) Design Concepts
- Urban Design, Application of New Urbanist Principles
- Schedule Developing
- Construction Document Development, Specification Writing
- Cost Estimating Services
- Contract Bidding and/or Negotiation Services, i.e., Change Orders, etc.
- Construction Contract Administration
- Department of Interior Standards for the Treatment of Historic Properties and NPS Preservation Briefs
- California Historic Building Code
- Adaptive Reuse of Historic Buildings
- Federal or State Tax Credit Projects

The Consultant will be expected to work closely with staff for the duration of the assigned projects and attend all meetings and workshops, as necessary.

EXHIBIT “B"
SCHEDULE OF SERVICES

On-call services will be on as needed basis.

EXHIBIT "C"
COMPENSATION

FF&P

Principal Architect

Design Principal	$400
Partner in Charge	$295
Project Manager	$180
Project Architect	$180
Project Designer	$180
Project Assistant	$140

Project Team

Frederick Fisher - Design Principal

Joseph Coriaty - *Partner in Charge*

Takashige Ikawa - Project Designer

Nathan Prevendar - *Project Manager*

Marisa Kurtzman - *Project Architect*

Shabnam Abtahi - *Project Assistant*

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 Garavaglia Architecture, Inc. a corporation with its principal place of business at 582 Market Street, Suite 1800, San Francisco, CA 94104 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing Professional Architect and Historic Preservation On-Call 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 Professional Architect and Historic Preservation On-Call 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 Architect and Historic Preservation On-Call consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from March 1, 2026 to March 1, 2029

unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than 2 additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **five hundred thousand dollars ($500,000)** without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.2.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

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

3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services

shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

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

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

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Michael Garavaglia, President and Peter Pallesen, Economic Development Coordinator.

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

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

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

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

3.3.9 Period of Performance.

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

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

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

3.3.10 Laws and Regulations; Employee/Labor Certification.

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

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

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

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

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

3.3.10.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise

all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3.11 Insurance.

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

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

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

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

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

(D) Professional Liability (Errors & Omissions): 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:	Garavaglia Architecture, Inc. 582 Market Street, Suite 1800, San Francisco, CA 94104 ATTN: Michael Garavaglia, President
City:	City of Ontario 303 East "B" Street Ontario, CA 91764

ATTN: Peter Pallesen, Economic Development Coordinator

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

GARAVAGLIA ARCHITECTURE, 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

GARAVAGLIA ARCHITECTURE, INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

EXHIBIT "A"
SCOPE OF SERVICES

Consultant must meet the minimum qualifications standards of the Secretary of the Interior Professional Qualifications (Code of Federal Regulations, 36 CFR Part 61), and be capable of furnishing all necessary professional and technical services set forth below. The City will be utilizing General, Federal, State, and other funds for the projects. The list is not exhaustive and may include other services as directed or requested by City staff. The actual Scope of services will be determined on a project-by-project basis.

WORKING KNOWLEDGE OF THE FOLLOWING:

- Project Administration and Management Services
- Site Analysis and Feasibility Studies
- Historic Structure Reports and Building Conditions Assessments
- Statement of Historic Significance and Identification of Character Defining Features
- Conceptual/Schematic Studies
- Entitlement Processing
- Site Development Planning
- Historic Preservation Planning, Review, and Design
- ADA Compliance Review and Planning
- Implementation of Seismic Retrofitting (or reinforcement) Design Concepts
- Urban Design, Application of New Urbanist Principles
- Schedule Developing
- Construction Document Development, Specification Writing
- Cost Estimating Services
- Contract Bidding and/or Negotiation Services, i.e., Change Orders, etc.
- Construction Contract Administration
- Department of Interior Standards for the Treatment of Historic Properties and NPS Preservation Briefs
- California Historic Building Code
- Adaptive Reuse of Historic Buildings
- Federal or State Tax Credit Projects

The Consultant will be expected to work closely with staff for the duration of the assigned projects and attend all meetings and workshops, as necessary.

EXHIBIT “B"
SCHEDULE OF SERVICES

On-call services will be on as needed basis.

EXHIBIT "C"
COMPENSATION

Garavaglia Architecture, Inc.

Principal	$265.00
Senior Project Manager	$195.00
Preservation Services Manager	$160.00
Project Manager	$150.00
Architectural Conservator	$145.00
Senior Architectural Historian	$150.00
Job Captain	$150.00
LEED AP	$135.00
Designer	$140.00
Architectural Historian	$137.50
Conditions Assessment Specialist	$137.50
Senior Drafter	$145.00
Intermediate Drafter	$120.00
Jr. Drafter	$100.00
Research Assistant	$95.00
Administrative Assistant	$85.00
Architectural Consultation	$350.00

T&S Structural

Principal SE	$330.00
Principal PE	$240.00
Project Manager	$210.00
Senior Engineer II	$180.00
Senior Engineer I	$165.00
Project Engineer II / BIM Specialist	$155.00
Project Engineer I	$150.00
Staff Engineer / CAD Tech	$145.00
Administrative	$115.00

EDesignC

Principal Engineer	$263.00
Senior Engineer	$240.00
Project Manager	$213.00
Low Voltage / Telecom / Security Controls Designer	$201.00
Project Engineer	$192.00
Revit Technician / CAD Designer	$159.00
Administrative / Technical Support	$137.00

Leland Saylor Associates

Principal SE	$270.00
Director of Pre-Construction Services / Managing Estimator	$240.00
Senior Project Manager	$212.00
Senior MEP Estimator	$212.00
Senior Scheduler	$212.00
Senior Estimator	$206.00
Estimator II	$179.00
Estimator I	$144.00
Scheduler	$179.00

CFC

Tax Credit Consultant	$375.00

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

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

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 Omgivning, Inc., a corporation with its principal place of business at 1301 N. Broadway, Los Angeles, CA 90012 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing Professional Architect and Historic Preservation On-Call 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 Professional Architect and Historic Preservation On-Call 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 Architect and Historic Preservation On-Call consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from March 1, 2026 to March 1, 2029

unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than 2 additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **five hundred thousand dollars ($500,000)** without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.2.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

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

3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services

shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

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

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

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Jonathan Griffin, Project Manager and Peter Pallesen, Economic Development Coordinator.

3.3.5 City's Representative. The City hereby designates Peter Pallesen, Economic Development Coordinator, 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 Jonathan Griffin, Project 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:	Omgivning, Inc. 1303 N. Broadway, Los Angeles, CA 90012 ATTN: Jonathan Griffin, Project Manager
City:	City of Ontario 303 East "B" Street Ontario, CA 91764

ATTN: Peter Pallesen, Economic Development Coordinator

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

OMGIVNING, 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

OMGIVNING, INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

EXHIBIT "A"
SCOPE OF SERVICES

Consultant must meet the minimum qualifications standards of the Secretary of the Interior Professional Qualifications (Code of Federal Regulations, 36 CFR Part 61), and be capable of furnishing all necessary professional and technical services set forth below. The City will be utilizing General, Federal, State, and other funds for the projects. The list is not exhaustive and may include other services as directed or requested by City staff. The actual Scope of services will be determined on a project-by-project basis.

WORKING KNOWLEDGE OF THE FOLLOWING:

- Project Administration and Management Services
- Site Analysis and Feasibility Studies
- Historic Structure Reports and Building Conditions Assessments
- Statement of Historic Significance and Identification of Character Defining Features
- Conceptual/Schematic Studies
- Entitlement Processing
- Site Development Planning
- Historic Preservation Planning, Review, and Design
- ADA Compliance Review and Planning
- Implementation of Seismic Retrofitting (or reinforcement) Design Concepts
- Urban Design, Application of New Urbanist Principles
- Schedule Developing
- Construction Document Development, Specification Writing
- Cost Estimating Services
- Contract Bidding and/or Negotiation Services, i.e., Change Orders, etc.
- Construction Contract Administration
- Department of Interior Standards for the Treatment of Historic Properties and NPS Preservation Briefs
- California Historic Building Code
- Adaptive Reuse of Historic Buildings
- Federal or State Tax Credit Projects

The Consultant will be expected to work closely with staff for the duration of the assigned projects and attend all meetings and workshops, as necessary.

EXHIBIT “B"
SCHEDULE OF SERVICES

On-call services will be on as needed basis.

EXHIBIT "C"
COMPENSATION

Firm	Hourly Rate
Omgivning	
Principal in Charge	$310
Project Director	$265
Sr Project Manager III	$230
Sr Project Architect/Lead III	$230
Project Manager II	$215
Project Architect/Lead II	$215
Project Manager I	$200
Project Architect/Lead I	$200
Sr Job Captain III	$185
Sr Designer III	$185
Job Captain II	$175
Sr Designer II	$175
Job Captain I	$160
Sr Designer I	$160
Designer II	$150
Designer I	$130

Firm	Hourly Rate
Historic Resources Group	
Managing Principal Architect	$250
Sr Architectural Historian III	$175
Sr Preservation Planner III	$175
Sr Architect III	$175
Historic Preservation Specilist II	$175
Architectural Historian II	$125
Preservation Planner II	$125
Architect II	$125
GIS Specilist	$125
Architectural Historian I	$100
Preservation Planner I	$100
Architect I	$100

Firm	Hourly Rate
IMEG	
Client Executive	$310
Project Executive	$285
Sr Project Manager I	$240
Sr Engineer/Planner/Consultant III	$255
Sr Engineer/Planner/Consultant II	$225
Sr Engineer/Planner/Consultant I	$205
Project Engineer/Consultant II	$185
Project Engineer/Consultant I	$170
Sr Designer III	$210
Sr Designer II	$205
Sr Designer I	$185
Project Designer II	$170
Project Designer I	$155
Designer II	$135
Designer I	$125
Design Tech. II	$110
Design Tech.	$100
Sr. Construction Administrator	$205
Construction Administrator	$170
Sr Virtual Design Coordinator II	$160
Sr Virtual Design Coordinator I	$150
Virtual Design Coordinator II	$140
Virtual Design Coordinator I	$125
Virtual Design Technician	$110
Virtual Design Technician	$100

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 Page and Turnbull, Inc. a corporation with its principal place of business at 523 W 6th Street, Suite 1013, Los Angeles, CA 90014 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing Professional Architect and Historic Preservation On-Call 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 Professional Architect and Historic Preservation On-Call 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 Architect and Historic Preservation On-Call consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from March 1, 2026 to March 1, 2029

unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than 2 additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **five hundred thousand dollars ($500,000)** without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.2.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

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

3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services

shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

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

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

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: John D. Lesak, Principal and Peter Pallesen, Economic Development Coordinator.

3.3.5 City's Representative. The City hereby designates Peter Pallesen, Economic Development Coordinator, 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 John D. Lesak, Principal, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

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

3.3.9 Period of Performance.

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

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

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

3.3.10 Laws and Regulations; Employee/Labor Certification.

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

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

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

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

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

3.3.10.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise

all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3.11 Insurance.

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:	Page and Turnbull, Inc. 523 W. 6th Street, Suite 1013, Los Angeles, CA 90014 ATTN: John D. Lesak, Principal
City:	City of Ontario 303 East "B" Street Ontario, CA 91764

ATTN: Peter Pallesen, Economic Development Coordinator

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

PAGE AND TRUNBULL, 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

PAGE AND TRUNBULL, INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

EXHIBIT "A"
SCOPE OF SERVICES

Consultant must meet the minimum qualifications standards of the Secretary of the Interior Professional Qualifications (Code of Federal Regulations, 36 CFR Part 61), and be capable of furnishing all necessary professional and technical services set forth below. The City will be utilizing General, Federal, State, and other funds for the projects. The list is not exhaustive and may include other services as directed or requested by City staff. The actual Scope of services will be determined on a project-by-project basis.

WORKING KNOWLEDGE OF THE FOLLOWING:

- Project Administration and Management Services
- Site Analysis and Feasibility Studies
- Historic Structure Reports and Building Conditions Assessments
- Statement of Historic Significance and Identification of Character Defining Features
- Conceptual/Schematic Studies
- Entitlement Processing
- Site Development Planning
- Historic Preservation Planning, Review, and Design
- ADA Compliance Review and Planning
- Implementation of Seismic Retrofitting (or reinforcement) Design Concepts
- Urban Design, Application of New Urbanist Principles
- Schedule Developing
- Construction Document Development, Specification Writing
- Cost Estimating Services
- Contract Bidding and/or Negotiation Services, i.e., Change Orders, etc.
- Construction Contract Administration
- Department of Interior Standards for the Treatment of Historic Properties and NPS Preservation Briefs
- California Historic Building Code
- Adaptive Reuse of Historic Buildings
- Federal or State Tax Credit Projects

The Consultant will be expected to work closely with staff for the duration of the assigned projects and attend all meetings and workshops, as necessary.

EXHIBIT “B"
SCHEDULE OF SERVICES

On-call services will be on as needed basis.

EXHIBIT "C"
COMPENSATION

Professional Fee Schedule

PAGE & TURNBULL

Prime Consultant, Architecture, Preservation

Founding Principal	$315.00
Principal	$265.00-$305.00
Director	$170.00-$245.00
Senior Architect / Senior Project Manager	$225.00
Architect 2 / Project Manager	$185.00
Architect 1	$155.00
Senior Designer / Senior Project Manager	$195.00
Designer 2 / Project Manager	$160.00
Designer 1	$135.00
Junior Designer	$125.00
Senior Cultural Resources Planner	$170.00
Cultural Resources Planner 2	$150.00
Cultural Resources Planner 1	$135.00
Junior Cultural Resources Planner	$120.00
Senior Preservation Specialist / Sr. Project Manager	$195.00
Preservation Specialist 2	$170.00
Preservation Specialist 1	$140.00
Junior Senior Preservation Specialist	$125.00
Interns	$115.00
Marketing Director	$230.00
Marketing Manager	$195.00
Marketing Coordinator 2	$170.00
Marketing Coordinator 1	$150.00
Controller	$230.00
Senior Project Accountant	$190.00
Project Accountant 2	$170.00
Project Accountant 1	$140.00
Office Administrator	$125.00
Revit Specialist	$150.00-$170.00
Administration	$90.00

HOLMES

Structural Engineer

Principal	$285.00-$300.00
Associate Principal	$230.00-$260.00
Senior Estimator	$195.00-$210.00
Project Engineer	$165.00-$175.00
Structural Designer	$155.00
Senior Revit Specialist	$185.00
Revit Specialist	$150.00-$170.00
Administration	$90.00

Fire Engineering Services

Principal	$325.00
Project Director	$300.00
Associate Principal	$285.00
Senior Fire Engineer	$280.00
Fire Engineer	$230.00
Senior Fire Safety Specialist	$230.00
Fire Safety Specialist	$200.00
Revit Specialist	$170.00
Administration	$90.00

BUDLONG

Mechanical, Electrical, Plumbing Engineer

Principal	$250.00
Project Manager	$230.00
Designer	$220.00
BIM / Revit	$180.00
CAD	$165.00
Administrative	$110.00

SALT LANDSCAPE ARCHITECTS

Landscape Architect

Principal	$245.00
Associate Principal	$210.00
Senior Landscape Architect / Senior Associate	$190.00
Associate / Senior Project Manager	$175.00
Senior Designer / Project Manager	$160.00
Designer	$135.00
Administration	$85.00

BTF COST PLANNING

Cost Estimating

Senior Cost Estimator	$160.00

VENEKLASEN ASSOCIATES

AV/IT, Acoustic & Security

Principal (Associate I)	$270.00
Associate Principal (Associate II)	$225.00
Senior Associate (Associate III)	$205.00
Associate IV	$180.00
Associate V	$160.00
Associate VI	$135.00

KGM ARCHITECTURAL LIGHTING

Lighting Design

Partner	$325.00
Principal	$280.00
Associate Principal	$260.00
Senior Associate	$235.00
Associate	$215.00
Senior Designer	$200.00
Designer	$185.00

BRANDOW & JOHNSTON

Civil Engineer

Principal	$325
Associate Principal	$285.00
Project Manager	$265.00
Senior Project Engineer	$245.00
Project Engineer	$220.00
Design Engineer	$180.00
Revit / CAD Manager	$225.00
Revit / CAD Lead Technician	$200.00
Revit / CAD Technician	$170.00
Engineer Intern	$125.00
Administration	$125.00

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 Thirtieth Street Architects, Inc. a corporation with its principal place of business at 2821 Newport Blvd., Newport Beach, CA 92663 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing Professional Architect and Historic Preservation On-Call 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 Professional Architect and Historic Preservation On-Call 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 Architect and Historic Preservation On-Call consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from March 1, 2026 to March 1, 2029

unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than 2 additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **five hundred thousand dollars ($500,000)** without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.2.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

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

3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services

shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

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

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

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: John Loomis, Chief Financial Officer and Peter Pallesen, Economic Development Coordinator.

3.3.5 City's Representative. The City hereby designates Peter Pallesen, Economic Development Coordinator, 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 John Loomis, Chief Financial Officer, 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:	Thirtieth Street Architects, Inc. 2821 Newport Blvd. Newport Beach, CA 92663 ATTN: John Loomis, Chief Financial Officer
City:	City of Ontario 303 East "B" Street Ontario, CA 91764

ATTN: Peter Pallesen, Economic Development Coordinator

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

THIRTIETH STREET ARCHITECTS, 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

THIRTIETH STREET ARCHITECT, INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

EXHIBIT "A"
SCOPE OF SERVICES

Consultant must meet the minimum qualifications standards of the Secretary of the Interior Professional Qualifications (Code of Federal Regulations, 36 CFR Part 61), and be capable of furnishing all necessary professional and technical services set forth below. The City will be utilizing General, Federal, State, and other funds for the projects. The list is not exhaustive and may include other services as directed or requested by City staff. The actual Scope of services will be determined on a project-by-project basis.

WORKING KNOWLEDGE OF THE FOLLOWING:

- Project Administration and Management Services
- Site Analysis and Feasibility Studies
- Historic Structure Reports and Building Conditions Assessments
- Statement of Historic Significance and Identification of Character Defining Features
- Conceptual/Schematic Studies
- Entitlement Processing
- Site Development Planning
- Historic Preservation Planning, Review, and Design
- ADA Compliance Review and Planning
- Implementation of Seismic Retrofitting (or reinforcement) Design Concepts
- Urban Design, Application of New Urbanist Principles
- Schedule Developing
- Construction Document Development, Specification Writing
- Cost Estimating Services
- Contract Bidding and/or Negotiation Services, i.e., Change Orders, etc.
- Construction Contract Administration
- Department of Interior Standards for the Treatment of Historic Properties and NPS Preservation Briefs
- California Historic Building Code
- Adaptive Reuse of Historic Buildings
- Federal or State Tax Credit Projects

The Consultant will be expected to work closely with staff for the duration of the assigned projects and attend all meetings and workshops, as necessary.

EXHIBIT “B"
SCHEDULE OF SERVICES

On-call services will be on as needed basis.

EXHIBIT "C"
COMPENSATION

Request for Qualifications
for City of Ontario
Professional Architect and Historic Preservation On-Call Services

7. Fee Statement

Hourly Rates for Personnel:

Thirtieth Street Architects, Inc.:	
Principal	$240/hr.
Licensed Architect	$225/hr.
Designer	$225/hr.
Draftsperson	$175/hr.
Consultants:	
Architectural Historian, Daly & Associates	$150/hr.
Structural Engineer, Grimm/Chen	$225/hr.
Mechanical Engineer, NV5	$225/hr.
Electrical Engineer, NV5	$225/hr.
Plumbing Engineer, NV5	$225/hr.
Landscape Architect, RMA International, Inc.	$150/hr.
Civil Engineer, NV5	$190/hr.
Cost Estimator, Construction Estimate	$175/hr.
Lidar Consultant, PPM	$175/hr.

Reimbursable Expenses:

Direct costs will be billed at a multiple of 1.1 to cover processing and bookkeeping.

CITY OF ONTARIO *Agenda Report* **February 17, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Manuel Rebolledo Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Jacqueline Leon Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 6

SUBJECT: AUTHORIZE THE PURCHASE OF FLEET VEHICLES

RECOMMENDATION: That the City Council take the following actions:

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

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

FISCAL IMPACT: The Fiscal Year 2025-26 Adopted Budget includes appropriations in the Integrated Waste Fund for the purchase of additional vehicles. The total cost of the vehicles recommended for purchase is a total not-to-exceed amount of $2,925,055. The vehicles will be funded by the Solid Waste Infrastructure for Recycling (SWIFR) grant program funded by the United States Environmental Protection Agency (EPA).

BACKGROUND & ANALYSIS: On December 17, 2024, the City Council approved the acceptance of funding for the SWIFR grant funded by the EPA. The funding supports improvements to waste management systems and programs allowing for resources to be used more efficiently, reducing the impact on the climate. Eligible expenses for this grant include materials and mechanisms to improve infrastructure, modernize technology, and increase the recycling diversion rate and quality of materials being collected through municipal solid waste programs.

The Integrated Waste Department in the Public Works Agency proposed to utilize the grant funding to facilitate the City's compliance with California Senate Bill 1383, which requires cities in California

to reduce organic waste sent to landfills by 75% and divert 20% of edible food to food recovery organizations by 2025. Since the acceptance of the grant, the Integrated Waste Department has established a digital food donation marketplace for businesses and nearby non-profit organizations to recover edible food for those in need. The Integrated Waste Department has also purchased new organic waste and mixed-waste recycling containers to expand the current waste collection routes to enhance efficiency and increase the recycling diversion rates in the City.

The five vehicles recommended for purchase will further expand and enhance the City's organic waste and recycling collection system in alignment with SB 1383 requirements and EPA SWIFR grant objectives. The purchase of three electric vehicles (EV) automated refuse trucks will support both existing and future organic waste and recycling routes as the program continues to grow. These EV trucks are well suited for organics and recycling collection due to their ability to maximize operational capacity, battery efficiency, and payload while reducing greenhouse gas emissions. Transitioning these routes from compressed natural gas (CNG) vehicles to EVs supports the City's long-term sustainability goals and regulatory compliance efforts.

In addition, the acquisition of two bin-cleaning trucks will allow the City to clean and maintain both residential carts and commercial bins. Regular cleaning will extend the useful life of containers, reduce the need for frequent exchanges, and minimize the purchase of replacement equipment. By maintaining and reusing existing containers for a longer period, the City will reduce waste, improve sanitation, and support the circular use of materials, further aligning with the goals of the SWIFR grant.

In general conformance with the provisions of Government Code Section 54201 through 54204, Ontario Municipal Code Section 2-6.29 allows for the purchase of supplies and equipment through cooperative purchasing programs, pursuant to California Government Code Section 6502 and City of Ontario Resolution No. 91-141. Cooperative purchasing allows the City to pool its procurement power with other public agencies to obtain lower pricing than otherwise might be possible.

QUANTITY	TYPE	PRICE
3	EV Mack Automated Refuse Truck/EV Chargers	$2,297,513
2	Ford F-650 Bin Cleaning Truck	$627,542
TOTAL		**TOTAL**
5		$2,925,055

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MASTER AGREEMENT #050625
CATEGORY: Roadway Maintenance Equipment
SUPPLIER: PB Loader Corporation

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and PB Loader Corporation, 5778 W. Barstow Ave., Fresno, CA 93722 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

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Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on July 7, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #050625 to Participating Entities. In Scope solutions include:

   a. Asphalt recyclers and reclaimers, hot boxes;
   b. Patchers, seal coaters, joint and crack sealers, crack routers, mastic and adhesive melters;
   c. Chip spreaders, asphalt brooms, and pavement grinding or grooving equipment; and,
   d. Pavement marking application and removal equipment.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) **Supplier Representations:**

   i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

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ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted

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Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders

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or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The

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right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

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xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

   A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement

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and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be

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deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

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19) **Grant of License.**
   a) **During the term of this Agreement:**
      i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

      ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

   b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

   c) **Use; Quality Control.**
      i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

      ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

   d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

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21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
   - $1,500,000 each occurrence Bodily Injury and Property Damage
   - $1,500,000 Personal and Advertising Injury
   - $2,000,000 aggregate for products liability-completed operations
   - $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's

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standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	PB Loader Corporation
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: Jason Thompson DE94D6F54AC44A1...
By: _____	By: _____
Jeremy Schwartz	Jason Thompson
Title: Chief Procurement Officer	Title: President
Date: 7/1/2025 | 1:49 PM CDT	Date: 7/1/2025 | 10:56 AM CDT

RFP 050625 - Roadway Maintenance Equipment

Vendor Details

Company Name:	PB Loader Corporation
Address:	5778 W Barstow Ave. Fresno, CA 93722
Contact:	Jason Thompson
Email:	jthompson@pbloader.com
Phone:	559-273-0006
HST#:	77-0307955

Submission Details

Created On:	Monday April 14, 2025 11:48:18
Submitted On:	Friday May 02, 2025 16:21:17
Submitted By:	Jason Thompson
Email:	jthompson@pbloader.com
Transaction #:	cc29e9dd-4973-4bf3-acb5-2bb26bb68bf6
Submitter's IP Address:	147.243.145.116

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	PB Loader Corporation	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	n/a	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE Code: 35GS0	*
5	Provide your NAICS code applicable to Solutions proposed.	333120	*
6	Proposer Physical Address:	5778 W Barstow Ave, Fresno, CA 93722	*
7	Proposer website address (or addresses):	www.pbloader.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Jason Thompson, President, 5778 W Barstow Ave, Fresno, CA 93722, jthompson@pbloader.com, Cell 559-273-0006, Tel 559-277-7370	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jason Thompson, President, 5778 W Barstow Ave, Fresno, CA 93722, jthompson@pbloader.com, Cell 559-273-0006, Tel 559-277-7370	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Matt Hinrichs, Business Manager, 5778 W Barstow Ave, Fresno, CA 93722, mhinrichs@pbloader.com, Cell 559-312-5013, Tel 559-277-7370 Marcus Putnam, Regional Sales Director, 5778 W Barstow Ave, Fresno, CA 93722, mputnam@pbloader.com, Tel: 559-277-7370, Cell: 559-304-1024.	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	PB Loader Corporation began operation in 1954 with the invention of the PB front loader and the pothole patcher and emulsion systems in the 1960's for use in Road Asphalt Maintenance. As a family founded and run company, relationships in business are at the center of what PB Loader stands for. We believe in Quality-Focused product which our customers can rely on year-in and year-out. We do not believe in a one-size-fits-all approach. We Innovate and engineer products to meet the exact needs of our customers. When a customer chooses PB they can count on a quality product assembled by experienced professionals. With a Customer Service Mindset, we stand behind our products with a successful network of dealers and a production, engineering, and sales staff who are available for support. PB Loader believes in conducting business with Integrity and Accountability, providing a proven product. Effective Communication both internal and external is paramount to achieving the best customer experience. We are committed to continuous improvement, fostering Growth for our employees, customers, and the communities we serve. Safety is our top priority and the driving force behind every truck we build—engineered from the ground up to protect what matters most. Upon invitation to partner with Sourcewell thirteen years ago, we learned their go-to-market strategy fell in line with our core values. Moving forward, we have adopted Sourcewell as our company's predominant method of procurement. We firmly believe the present and future of government procurement is cooperative purchasing with Sourcewell and PB leading the field.
12	What are your company's expectations in the event of an award?	We have risen to the top of the road maintenance Sourcewell category with contract #080521 over the last three terms. Upon receiving an award, we will continue this success. We will continue growth by training our sales force and dealer network on Sourcewell and Canoe procurement. Our commitment remains to keep Sourcewell at the forefront of our go-to-market strategy. As this contract matures, we will expand into additional Sourcewell product offerings, to enhance the customer's experience. We have, and will always, add customer-specific models to serve their requirements, facilitating effortless repeat equipment purchases. As an example, PB Loader has added listings of custom products for City of Los Angeles and San Diego County which plan to purchase multiple units continually each year
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	PB Loader has been in business since the 1950's making us one of the oldest municipal manufacturers on the west coast. Because of our strength in the marketplace and the quality of our products, PB has been and will continue to be a financially responsible and solid company. PB Loader is in excellent financial health. We have experienced substantial growth over the last five years, which has resulted in almost doubling the size of our company. We have been resilient through the COVID pandemic, financial crash of '08, and will adapt to any future hardships with success. We know this is due to our commitment to excellence in the marketplace as well as utilizing the Sourcewell contract. PB is privately held and for this reason we cannot release financial statements and do not have SEC filings. Please see attached reference letters from our financial institution, vendors, and dealers.
14	What is your US market share for the Solutions that you are proposing?	Loader – 100% market share. This is a niche market, and we are the only manufacturer of the product. Patcher – Depending on the state, we have 45%-90% of the market share. We typically have a high market share in the West and some in the southern states. Overall, we represent approximately 60% of the market throughout North America. Since our last contract we have had an even better representation. We are committed to using local dealers who can serve our customers. We expect our market share to continue to growth because of our Sourcewell partnership.
15	What is your Canadian market share for the Solutions that you are proposing?	We represent one of the top suppliers in the Canadian market with our asphalt patchers and it continues to be an area of growth. We expect the continued roll-out of Canoe to be pillar on which we utilize for growth.
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	We have never petitioned for bankruptcy protection

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	PB Loader is a manufacturer who utilizes Sourcewell to sell our products in partnership with a network of dealers and our team of sales experts. We have 30 dealers with 49 branches covering the US states and Canada (see list). We are continually improving our dealer network and expanding into additional markets. We evaluate our dealers to ensure they continue to meet PB Loader and Sourcewell standards. We have a team of dedicated sales and support experts to train our dealers in the utilization of Sourcewell. PB Loader believes in providing first-class customer service that is tailored to the needs of Sourcewell customers and our dealers. Our team includes the President of PB Loader, National Sales Directors, Territory Sales Representatives, Inside Sales and Customer Care Specialists, Engineers, Trade Show Support Specialists and Sales Assistants.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	PB Loader has various local and state resale/business licenses, Louisiana Motor Vehicles license, and California licensed used vehicle dealership. We are a final stage vehicle installer	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	PB Loader has never had any suspension or debarments applied	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	We been a National Truck Equipment Association (NTEA) – MVP Member, and have received awards and recognitions from our vendors Top ranked vendor in sales revenue for the current Road Maintenance Equipment contract category.	*
21	What percentage of your sales are to the governmental sector in the past three years?	The year-over-year numbers are consistent at 99% Government (State, County and Municipal) versus 1% private sector. Within those government sales the vast majority of their spend utilizes our Sourcewell contract. Our internal and dealer sales force along with our products are specifically designed to meet the specialized needs of Government agencies. This sector of the market is the sole focus of our company. This allows us to better meet and understand their needs.	*
22	What percentage of your sales are to the education sector in the past three years?	Our product offering is geared toward public works agencies for maintenance, however, there is occasional overlap with school district ground maintenance equipment needs.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	None, we focus only on our Sourcewell contract	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We do not have a GSA or SOSA contract. We do provide our road maintenance products to military bases. We are looking forward to participating in the Inter-governmental Support Agreement (IGSA) to better support their needs.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Los Angeles	Ray Perez	323-526-9221	*
City of Colorado Springs	Michael Shill Jr.	719-385-6711	*
Los Angeles County	, Frank Solano	626-458-7307	*
Shannon Platt	Inyo County	760-937-5136	
Brad Hunter	Fort Worth	214-399-5809	

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Our sales force is organized to support our dealer network while working directly with the member agencies. We take it upon ourselves to ensure Sourcewell members receive the highest level of customer service and are committed to their complete satisfaction with our products. Our sales force is specifically trained and has the knowledge and resources to ensure dealers and customers utilize Sourcewell as their primary procurement method. Each team member listed below is committed to growing our company revenue through Sourcewell. Our team consists of twenty-three (23) sales and support professionals: Five (5) Outside Sales personnel. The President of the company (1) and two (2) traveling National Sales Directors, and two (2) outside sales representatives. Five (5) Inside Sales personnel. One (1) Sales Manager, and four (4) Inside Sales Coordinators who are responsible for quotes and working with our customers/dealers on the specific and unique designs of our product as well as offering product knowledge and support. One (1) Sales Assistant who is responsible for supporting our sales team and dealers with product information, social media, trade show coordination, and many other support duties which allow our sales team more time to respond to customers. Two (2) Parts/Service Salesperson who are dedicated to meeting the aftermarket needs of our customers to ensure a quick response to customers' needs. One (1) Warranty Coordinator dedicated to meeting the aftermarket needs of our customers to ensure a quick response to any situation that arises. One (1) Trade Show Support provides extra sales assistance at booths and other event functions. We have an Engineering team of Ten (10) who are dedicated to support the sales teams with layout drawings and engineering information requests by customers, which ensures a high level of accuracy to meet the customers' needs.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	PB Loader sells via a network of dealers across North America. It is our belief that partnering with local dealers provides the best customer experience for Sourcewell members. Please see the attached dealer list. We currently have 30 dealers totaling 49 branch locations in the US and Canada, totaling almost 200 dealer salespeople. All our US dealers and their branches have received training from our staff on Sourcewell procurement and we are looking forward to doing the same with Canoe in Canada. Our sales team regularly visit our dealers to ensure they are trained in our product and the Sourcewell contract. We support many of our dealers' local trade shows and events. We are very active and encourage our dealers to be active in trade organizations such as APWA, MSA, RSFMA, NAPA, and others. These events are excellent opportunities to inform our government customers about Sourcewell procurement opportunities.	*

28	Service force.	The above-mentioned dealer network employs factory-trained parts and service representatives at their branches. These dealers typically handle other large municipal equipment like PB Loader. Because of this they have invested in service tooling at many of their locations, such as overhead cranes, mobile service trucks, and very capable shop facilities. The PB Loader sales team provides service support by being the first point of contact for customers' questions on the operation product usage, and troubleshooting. At initial delivery, we provide an operator training course. For added value, PB Loader offers free training for the life of the unit. We want to ensure that our customers can utilize the product safely and effectively. Replacement manuals and instruction/safety decals are also provided at no charge for the life of the unit. PB Loader utilizes its service and engineering teams that can be sent around the country to support our dealers and member agencies. We have complete manuals, engineering schematics, drawings, and videos. Troubleshooting assistance is available via phone and/or video conference. We partner with local third-party repair shops that are closer and provide a quicker turnaround than some dealer locations. We support customers who provide their own service. We offer a reimbursement program for those who are required to do their own warranty work.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Quotes are generated by the inside sales department at PB Loader using Sourcewell pricing. Members will generate a purchase order directed at PB or one of our authorized dealers. Once received, an order confirmation is generated to ensure accuracy of the order. Regular updates are provided as the unit progresses through the manufacturing process. Final delivery is done by PB or our dealers and includes operator training. Once payment is received, it is recorded and placed in our Sourcewell quarterly report.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	PB Loader's business philosophy is to provide superior quality in customer service which means quick response times and resolving issues to the customer's satisfaction. We require our dealers to provide immediate service to our member agencies. Many of our dealers offer multi-year service plans. We also offer multi-year warranty plans supported by our dealers. We also have a free lifetime replacement program for our manuals and all instruction/safety decals. PB Loader's engineering and customer care teams provide phone/video technical support to both dealers and end users. When we are contacted with a service/warranty issue, a ticket is created within our ERP system and an email is sent company wide. Production, engineering, sales, and support teams all receive this notification and start resolving the issue. By having such a large team involved in rectifying the problem, solutions develop quicker, and response times are improved.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	We have made and will continue to make the Sourcewell contract the preferred choice of procurement for our customers. We are firm believers that contract buying is the way of the future with its ease of use. Our desire is to have every product we make available through the Sourcewell contract. This philosophy is driven by the President of the company and upper management to ensure the entire organization is committed to making Sourcewell successful with PB Loader.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are looking forward to expanding Sourcewell procurement utilizing the Canoe platform with all our Canadian customers and dealerships. We currently have four (4) dealers in Canada with seven (7) branches covering nearly the entire country. Canada has been a major customer base for us and will continue to be.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	We fully serve all geographic areas within North America.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	We fully serve all Sourcewell participating entities within North America	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific contract restrictions or requirements for participating entities in Hawaii, Alaska or US territories. We have experienced dealers who are trained to utilize Sourcewell. In Alaska, Craig Taylor Equipment offers sales and service support. In Hawaii we utilize the local truck dealerships for sales and service. Our Florida dealer, Environmental Products, has a dedicated salesperson who covers Puerto Rico.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, we will fully serve nonprofit entitles	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Sourcewell is integrated and promoted heavily into our sales process. A key part of our strategy is making sure our dealer network is promoting Sourcewell as our primary method of purchasing PB products. This is accomplished during all sales calls to every dealer and at customer demonstrations with dealer management and sales personnel. We want it to be known that PB is synonymous with Sourcewell. We help convey this message by displaying the Sourcewell logo on all demonstration vehicles and sales personal apparel. We have committed to displaying the Sourcewell logo everywhere possible: media, ads, promotional items, website, trade show displays, our office, dealer branch locations, and company sales vehicles. The most important part of our strategy is having direct conversations with members and potential member agencies on the value of utilizing Sourcewell for not only purchasing PB products but other products from Sourcewell vendors. We believe the more they utilize Sourcewell contract procurement, the more Sourcewell and PB will grow together. Through our own sales staff and with almost 200 dealer salespeople these conversations occur daily.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	PB Loader utilizes a third-party agency to drive customers to our website, and we have seen great success with the number of customer inquiries. We also work with our dealer marketing departments to help them create content and post with their social media platforms. Social media posts will include trade shows, industry events, customer demonstrations, new unit deliveries to satisfied customers, product upgrades, new features and our Sourcewell contract. In 2025 we will move away from a third-party agency and hire a full-time marketing manager, we believe we create greater success this way and focus our message.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Being a current vendor, the Sourcewell contract is already integrated into our sales process, utilized, and promoted heavily. Many of our dealers are very familiar with the contract, because of us and the other manufacturers they represent who are also vendors of Sourcewell. We believe that Sourcewell provides the initial platform for member agencies and should work directly with awarded vendors to promote increased membership. We feel Sourcewell should provide consulting on the legal requirements for members to use cooperative purchasing. The sales integration process of Sourcewell being the primary method for our customers purchasing PB products, began thirteen years ago with our first contract. We were believers in the beginning that Sourcewell and cooperative purchasing would be the future of government procurement. We have made every effort to make it our future as well. As stated in the previous two questions we laid out our overall marketing strategy for Sourcewell and are committed to continually evolving and improving that strategy as new ideas come to the forefront.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We often see e-advertising as becoming more prevalent in our industry. We have noticed many new customers have sought our website on the internet. Because of the high technical nature, unlimited customizations, and the dollar value of our products, particularly being integrated with a chassis, a standard e-procurement system is inadequate to meet the needs of our customers. For these reasons we sell with a hands-on approach with our local dealer network which includes writing lengthy technical specs and doing 3-D layout drawings of the products. It is our belief that one size does not fit all therefore our products are custom designed and configured to meet the needs of our customers exactly. E-procurement is not robust enough of a process to fulfill our customers' needs.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	

41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We offer free operator training and maintenance training onsite when the member agency puts the unit into service. We provide free follow-up training for the lifetime of the unit conducted by our own factory trained staff and/or dealers. It is our business philosophy to ensure that our customers can effectively and safely use our products. We provide free manuals, and instructional/safety decals for the life of the unit. We have a dedicated person at the factory so that customers can call for any kind of troubleshooting or operational advice. The sales staff can also provide this service. There are instructional videos, blueprints, and other digital materials that can be sent to the customers as learning tools. Several times a year we provide pothole patcher training school which we encourage Sourcewell members to attend.	*
42	Describe in detail your warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response.	Our warranty covers all products, parts, and labor. In some cases, freight as well. It is our commitment to solve all warranty issues to the complete satisfaction of our customers. Our warranty does not have any usage restrictions or other limitations. It is important to PB Loader that on the rare occasion there is a manufacturer defect, it is rectified immediately. Either PB or our dealer network can provide a technician who will travel to all geographic locations in US and Canada. We will cover all items sold by PB Loader including those components manufactured by others. We believe this provides the best customer service for the end user. Customers can return and exchange parts within 30 days without a restocking fee, but pay return freight. After 30 days, there is a 25% restocking fee, but in appropriate cases this may be waived. We wish to ensure customer satisfaction.	*
43	Describe any technological advances that your proposed Solutions offer.	We like to be in the forefront of technological advances within the municipal and truck equipment industries. We have incorporated options for the latest in back up sensor technology and cameras on our equipment. We strive to make our units the safest in the industry and have adapted standard automotive technology to road maintenance equipment which we have seen few others accomplish. We have updated numerous hydraulic and control systems to more efficient components that integrate with the advanced chassis ECM programming and chip sets. This is accomplished through our engineering department working directly with chassis manufacturers. We have become very experienced with the installation of truck bodies on EV chassis, we have designed our products to integrate into EV chassis.	*
44	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	To our knowledge, there are not any green agencies that certify our type of product (Pothole Patchers). However, our standard pothole patcher is heated by LPG which is an environmentally friendly fuel. We have worked closely with several electric chassis manufacturers so that we are at the forefront of the technology and offer fully electric equipment. As a company we feel our carbon footprint is important with our products and how we operate. The entire facility utilizes highly efficient LED lighting. We also have several recycling programs for steel, cardboard, and e-waste. We have replaced half our fleet of forklifts with EV full electric, and will replace the remaining fleet in the next few years	*
45	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We do not know of any third parties that label road maintenance equipment specifically. As stated in question 44, the company is committed to developing green practices internally by utilizing energy efficiencies which will make us far more sustainable in the future.	*
46	Describe how your equipment reduces the carbon footprint compared to traditional asphalt repair equipment.	PB Loader’s products significantly reduce carbon emissions compared to traditional asphalt repair systems by integrating multiple low carbon innovative solutions. Among them are fully electric chassis, CNG-powered chassis, and ACT ultra-low emission chassis greatly reducing fossil fuel combustion and tailpipe emissions. We offer fully electric asphalt tools and accessories with our pothole patchers. Our units are heated by radiant air chambers which are very energy efficient. Many traditional units use heating oil which requires regular oil changes, creating a larger carbon footprint. Our patcher utilizes LPG or CNG as our main burner fuel choice, whereas many other units use diesel as their only fuel choice. There are electric heated units powered by hydraulic generators which require the chassis engine to burn more diesel to create electricity. We offer hook-lift and slip-in units that utilize existing chassis in the customers’ fleet, thus reducing the overall carbon footprint.	*
47	Describe if your solutions use low-VOC (volatile organic compound) or biodegradable materials to reduce environmental impact.	PB Loader uses the lowest VOC automotive paint on the market. In addition, we offer environmentally friendly solvents and emulsion oil which break down naturally without leaving toxic residues protecting ground water.	*

48	Describe any ergonomic features your solutions offer to minimize fatigue and strain on operators.	Our products are engineered with superior ergonomic features that deliver safety, and efficiency for operators. From large valve handles and dials designed for gloved use to intuitive cab controls and multiple control locations, every detail is made for ease of operation. The ladder and step system ensures safe, easy access. Other features include a fully hydraulic-operated lift for the compactor, top doors and rear doors. Our operator friendly emulsion application wand, optimal height for shoveling box, and hydraulic discharge system make handling materials easier and safer. With smart tool storage at comfortable heights and accessible maintenance points, our equipment is built to reduce fatigue.	*
49	Describe fire prevention and handling protocols or personal protective equipment needed while using your equipment to enhance operator safety.	Safety is a top priority in our equipment design and functionality. PB Loader boasts many safety features including traffic advisory warning lights and traffic flags/cone storage. Our burner system is safely positioned at the front of the unit well away from the operator and features a covered design for added protection, along with a labeled burner shut-off switch for rapid response. Every unit is also equipped with a fire extinguisher. We train strict PPE protocols: all personnel are instructed to wear gloves, steel-toe work boots, safety glasses, high-visibility vests, and ear protection. This combination of equipment-integrated safety features and PPE ensures both fire prevention and operator protection are consistently upheld.	*
50	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Quality and Customer Service have distinguished us as an industry leader and will continue to do so in the future. It is our business philosophy to stand by our products and customers. We want every customer to feel completely satisfied with the product and the service they receive over the product's lifetime. By listening to our customers and responding to their needs expeditiously we ensure their complete satisfaction. What makes our products unique is that we do not believe that one size fits all solutions; agencies have very different needs because of their geographic location, agency size, and other demographics. For this reason, we offer by far the largest selection of models and sizes with our products. More importantly, we offer hundreds of options and will custom build additional features base on the customer's needs. We believe in making it easy for our customers to purchase our products. We do this by first listening to their requirements and from there develop a detailed layout drawing. This allows our customers and their crews a great opportunity to design their own unit and know what they are getting before they purchase. On this contract we offer complete turnkey solutions with our products integrated with chassis so the customer can issue one PO to one vendor and have one point of contact. We have a large and dedicated dealer network whose goal is to support their local markets. In turn, we provide our dealers with the support to do this as well as offering support directly to the end user. Even though PB sells through dealers, we believe that it is our responsibility to ensure the member agency is completely satisfied.	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
51	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		(•) Yes ( ) No	PB Loader is not accredited as a WMBE or SBE. However, we work with several hub partners:	*
52		Minority Business Enterprise (MBE)	( ) Yes (•) No	n/a	*
53		Women Business Enterprise (WBE)	( ) Yes (•) No	n/a	*
54		Disabled-Owned Business Enterprise (DOBE)	( ) Yes (•) No	n/a	*
55		Veteran-Owned Business Enterprise (VBE)	( ) Yes (•) No	n/a	*
56		Service-Disabled Veteran-Owned Business (SDVOB)	(•) Yes ( ) No	Westcoast Materials	*
57		Small Business Enterprise (SBE)	(•) Yes ( ) No	Cicero Brothers Main Street Materials	*
58		Small Disadvantaged Business (SDB)	( ) Yes (•) No	n/a	*
59		Women-Owned Small Business (WOSB)	( ) Yes (•) No	n/a	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
60	Describe your payment terms and accepted payment methods.	Our payment terms are Net 30. Check, ACH, and wire transfer are all acceptable forms of payment. We accept Visa and MasterCard for parts sales. We do not have a processing fee.	*
61	Describe any leasing or financing options available for use by educational or governmental entities.	For any customers seeking finance or leasing options, we partner with NCL Government Capital	*
62	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Each standard Sourcewell transaction starts with a Quote Request Form and detailed dimensional forms. Once a purchase order is received, an Order Confirmation Form is generated.	*
63	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We accept P-card payments with no additional processing fee.	*

64	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	See the attached Price Catalog for all our products being offered, which include their SKUs, MSRP, and Sourcewell discounts. We are offering a 10% discount off MSRP on the entirety of our catalog including chassis.	*
65	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	We are offering a 10% discount off MSRP on the entirety of our catalog including chassis.	*
66	Describe any quantity or volume discounts or rebate programs that you offer.	In an addition to the initial 10% discount to Sourcewell members, we also offer a 3% quantity discount for orders of six (6) or more units excluding chassis.	*
67	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	We like to approach sourced items in one of two ways. First, if they are customer specific, we will add them to the contract just for that customer, so it makes repeat purchasing easier. The second method is to supply a cost plus a percentage quote for these specialty items.	*
68	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	There is a small PDI fee that dealers will charge to prep the unit prior to delivery. There may also be DMV and other government fees that may be accessed when applicable.	*
69	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping and delivery are an additional cost. The amount depends on the size of the product and where it is going. We quote market rate.	*
70	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For Canada, we contact truck freight brokers who specialize in crossing the border. We and our dealers are very familiar with the USMCA processes. For Alaska, Hawaii and offshore deliveries, our dealers have freight brokers that handle the complete process. We have regularly shipped to all these locations. This is nothing out of the ordinary for us.	*
71	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Our units are built as turnkey work ready products, so they can be delivered directly to the member agency and are ready for operation. We meet special delivery requests, to better serve the customer. Trail samples of green products are also available with delivery upon request.	*
72	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	It is mandatory for our dealers to request a Sourcewell quote and provide member entity information. From this, a quote number is assigned and is tracked through the sales process. Each purchase order we receive from our dealer or member agency is cross-checked with a quote number to identify it as a Sourcewell order. This ensures that all Sourcewell orders are placed in the quarterly report and a dealer cannot sell any Sourcewell product without our knowledge.	*
73	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Since we have been an awarded vendor for three contracts, we have established historical metrics. We track the Sourcewell sales dollars within our total sales dollars. We also track the Sourcewell units and product types produced within our total units produced. We track Sourcewell quotes generated within the total number of quotes generated and the conversion rate to orders of Sourcewell quotes. We analyze this performance to grow our success with the Sourcewell contract.	*
74	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Our current contract has a fee of 2%. We would like to continue this with the new contract for our entire catalog including chassis.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
75	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	The price is as good or better to Soucrewell members, than non-members	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *
76	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	PB Loader offers a large range of roadway maintenance equipment from asphalt pothole patchers, asphalt hot boxes, seal coat/emulsion sprayers, and marker application bodies. We have an extensive offing of truck equipment products that support our and the greater marketplace for asphalt road maintenance equipment. For example, often crack sealers do not operate alone, you need a chassis with a flatbed and air compressor, not only to tow the crack sealer but also to blow out the debris in the crack before applying the crack sealant. Another example is pavement grinding equipment needs a dump truck to collect the grinding. With this significant depth and breadth of equipment offered by PB Loader we can better meet the needs of Sourcewell members by being one stop shop for most of their equipment requirements. Asphalt (Pothole) Patchers: PB Loader is the leading manufacturer of asphalt patchers with the largest selection of models, sizes, and options in the industry, as well as broad customization above and beyond that. Hot mix asphalt is required to complete a superior asphalt repair. PB patchers keep the temperature consistent throughout the entire shift in order to make a permanent patch. PB Asphalt Patchers carry all the equipment and material for a two-person crew to repair potholes, road shoulders, cut outs, skin patch, and utility cuts throughout the year. PB Patchers are fully equipped with all the tools needed so a team can tackle patching jobs with just one machine. All PB Patchers feature an insulated and heated asphalt hopper that keeps asphalt hot and usable all day. Four (4) Conveying Options: Belt, Single Auger, Double Auger, Dump Four (4) Mounting Options: Truck Chassis, Slip-In, Hook-Lift, Trailer Eight (9) Sizes: 1.5, 1.8, 3, 4, 5, 6, 8,10,12 cubic yards Hundreds of options and custom configurations such as: (refer to catalog for complete list) Flasher, safety Spoils bins Toolboxes and baskets Arrow boards Vibratory compactors and rollers Back up alarms and camera equipment Air compressors Generators Jack Hammers Hose reels Work decks Water containers Fire Extinguisher, first aid kits, triangle kits Many of these options are customizable within themselves. Locations on the truck, sizes, and usage are all considered when discussing these elements with the customer. PB Patchers come in two formats, a “V” hopper which uses either a continuous conveyor or auger to move the asphalt or a dump hopper which uses a hoist to raise the hopper which allows the asphalt to slide out. Both formats are available for mounting on truck chassis, slip-in, hook-lift or trailer models.

Proven Features
- Heavy Duty Design
- All Hydraulic Operation
- Radiant Heat System
- Burner Systems Available in LPG, Diesel, and Electric Generator
- Fully Insulated Asphalt Container
- Hand Torch with 200,000 BTU Output
- Convenient Operator Controls
- Emulsion Spray System

Hot Boxes:

PB Loader offers two main sizes (2 and 3 yard) of hot boxes trailers and skid mount units. They come equipped with fully hydraulic functions, seal coat/emulsion spray system, jack hammer systems, compactor plate with hydraulic lift, and many other accessories. The units can also be ordered bare bone to meet the more budget-friendly needs of Sourcewell members. Custom sizes and configurations are available upon request.

Seal Coat/Emulsion Sprayers:

PB offers seal coat/emulsion sprayers with more sizes and features than anyone else in the industry.

Fully equipped emulsion systems can be powered by a hydraulically driven pump or compressed air and sized to meet our customers' needs. These systems are truck mounted in conjunction with an asphalt patcher or truck equipment body. They are also available in trailers, hook lift, and slip-in models. All are available with a variety of options, sizes, and custom configurations.

Truck Mounted Styles: 15-200 gallons
Trailer Mounted and Slip-In Styles: 200-700 gallons

Pump Type Sprayers - Pump type emulsion sprayers include a solvent tank for flushing the emulsion hose and cleaning asphalt tools with a waste tank system. Truck mounted units are usually heated by the truck cooling system but can also be heated by LPG burner. All trailer units use LPG heaters.

Compressor Type Sprayers - Compressor type emulsion sprayers are available in many sizes. These can be charged off the truck brake system compressor, or any air compressor. These sprayers are heated by the truck cooling system or LPG burner. Trailer and slip-in models are equipped with an engine driven compressor.

Options and Features - All spray units can include Recirculation, Auxiliary Electric Heat, Tank Insulation, Discharge Strainer, Hose Reels, LPG Tanks, Thermostatic Controls, Loading Hose, Reverse Flow Systems, Draw Off Valve, Optional Engines, and Work Platform.

Oil (asphalt) Distributors:

PB Loader offers trailer and slip-in mounted oil distributors in the 600-to-1000-gallon range. These units are equipment with a 2" insulated tank, LPG burner system for heating, fully function spray bar with actuated side wings and individual adjusted spray nozzles. This will give the operator full control and adjustability of the desired material spray pattern. Our oil distributors are capable of surface treatments, chip sealing, fog sealing and prime coat for paving operations

Road Marker Application Bodies:

PB manufactures various maker and kettle applications bodies. Our maker body features two personal pods that can rise and lower to provide proper position for applying the melter adhesive and the reflective puck. The product is equipment with an adhesive melter kettle and storage for the melter material and pucks, with all other tools and safety equipment needed to get the job done. Our other application bodies feature a dedicated section for the mounting of an adhesive melter kettle, crack sealers or mastic systems and the storage system for the material they use. Tooling and safety equipment are also incorporated into their design.

PB Truck Mounted Loaders:

PB Truck Mounted Loaders combine a dump truck and loader shovel into one unit. Designed to load, haul and dump asphalt cold patch, leaves, gravel, dirt, snow, trash, or brush just to name a few. PB Loaders save operation cost, reduce manpower, and lets you tackle a variety of jobs that would otherwise require several pieces of equipment.

PB Loaders are built tough and come equipped with features that improve productivity and safety. An exclusive arm design allows the operator access to the cab when the shovel is on the ground or in the travel position. PB Loaders are available with a 3,000 lb. or 5,000 lb. shovel lifting capacity, and can be outfitted with a clam, tilt, clam/tilt or standard shovel. Shovel capacities range from 3/4 cubic yard to 1 1/2 cubic yards. Safety switches shut down all systems if the cab door is opened or the dump body is raised during loading operations.

Options include air or joystick controls, automatic grease lines, toolboxes, pull tarps, various sizes of dump bodies, emulsion spray systems, carbide blade and blocks for the shovel, installation on tilt cab or conventional chassis, and many more.

Road Maintenance Support Equipment

PB Bodies are offered in a variety of models and capacities that can be used in conjunction with a PB Truck Mounted Loader, PB Patchers, and PB Emulsion Systems. They can also be standalone units equipped to provide valuable service for road maintenance. Features include heavy-duty construction, a large variety of accessory equipment and tools, custom configured to meet the exact needs of the using agency.

Chassis:
PB Loader offers full turn-key solutions (single PO Source Purchasing) for our Sourcewell customers by providing a variety of chassis that are used in conjunction with our truck mounted products. For example:

Ford
Freightliner
Western Star
International
Kenworth
Peterbilt
Isuzu
Rizon
BattleMotors

Dump Bodies:
PB Loader offers many sizes and types of dump bodies. We work with several leading manufacturers which allows us to bring complete solutions to our Sourcewell customers. We also work with these manufacturers' national dealer networks by convincing them to sell dump bodies with Sourcewell in their local markets. For example:

- Small Contractor Bodies
  - Rigid and/or Fold-Down Sides
- Medium Duty Bodies
  - Bobtail Bodies
- Heavy Duty Bodies
  - Square Bodies
  - Elliptical Bodies
  - Demolition Bodies

Flatbeds / Stake Bodies / Platform Bodies:
PB represents several leading brands as well as manufacture our own models. These bodies can come in standard to heavy duty construction and can be custom built with inlay toolboxes, dump hoists, lift gates, and many other features. Bringing yet another complete solution to our SW customers. We work with these manufacturers' national dealer networks by convincing them to sell flatbed bodies with Sourcewell in their local markets. For example:

Smooth Floor
Tread Plate Floor
Wood Deck
Aluminum Body
Rancher Body
Dumping Bodies
Stake Sides (wood, steel, aluminum)
Various Lengths and Widths

Chipper Boxes / Landscape / Arbor Bodies:
PB represents several brands as well as manufacture our own models. These bodies come in many configurations to meet the roadway landscaping needs of our Sourcewell customers. We work with these manufacturers' national dealer networks by convincing them to sell their bodies with Sourcewell in their local markets. For example:

- Open Top Chipper Box
- Closed Top Chipper Box
- Side Open and barn door landscape bodies (rugby and reading)
- Arbor Bodies with included storage for saws and tree trimming equipment

Utility Bodies:
PB offers the Reading Utility Bodies product line to its SW customers. Reading has a full line of bodies that range from smaller maintenance units to large mechanic trucks for use in road maintenance applications. With a base body from reading, we can upfit additional SW listed equipment to customize a truck to create the best solution for our Sourcewell members. We work with Reading's national dealer network by convincing them to sell utility bodies with Sourcewell in their local markets. For example:

- Steel Constructed Bodies
- Aluminum Constructed Bodies
- Single and Dual Wheel
- Canopy Bodies
- Mechanics Bodies
- Mechanics Crane Bodies

Swaploader Hook Lifts:
We are offering a full hook-lift line, these products are often used in conjunction with our asphalt patchers and support bodies. Hook-lift systems provide an efficient fleet utilization system for municipalities because the customer can use one chassis with several pieces of equipment. We work with their dealer nationwide by convincing them to sell hook lift systems with Sourcewell in their local markets. For example:

- Single axle from 7,500 lbs. to 24,000 lbs. capacity
- Tandem axle from 33,000 lbs. to 65,000 lbs. capacity

Lift Gates:
Truck mounted lift gate systems that offer value added ease of accessibility to many truck equipment bodies. For example:

- Tommy Lift Gate
  - Pick Up Truck
  - Utility Body
  - Flatbed
  - Box Body
  - Rail Gate
  - Tuck under
  - Dump Through
- Palfinger Lift Gates
  - Cantilever
  - Pick Up Truck
  - Utility Body
  - Flatbed
  - Box Body
  - Rail Gate
  - Tuck Under

Compressor Systems:
Truck and skid mounted compressor systems that offer value added functions to many truck equipment bodies. These systems are utilized to run jack hammers, impact wrenches, blow guns, and many other air powered tools and accessories that road maintenance crews use regularly. For example:

- Vanair
  - Under deck rotary screw compressors from 60 to 185 CFM
  - Hydraulic driven compressors from 30 to 85 CFM
  - Engine driven compressors from 30 to 85 CFM
  - All-In-One systems combines air, electric generators, welder, and hydraulic into one unit
- Sullivan-Palletek
  - Above deck skid mount, engine driven, 185 CFM
- Other brands
  - Small engine reciprocating compressor

		Electric 12V compressor Cranes: We offer several brands of truck mounted cranes spanning many types and sizes. These cranes are sold in conjunction with other support bodies to increase the capabilities of the truck. For example: Elec Hydraulic Folding, compact Outriggers Spitzlif Palfinger/Reading Venturo Customer Specific Custom Road Maintenance Equipment: As a result of our many options and custom configurations to meet the exact needs of individual agencies, we have started a program of adding customer specific configurations to our current Sourcewell contract. This is to facilitate ease of purchasing for our customers, particularly those who have massive amounts of customized features. One of the greatest successes of this is with the City of Los Angeles which has more than a dozen custom SKUs which includes chassis for turn-key solutions. Additional Accessories: On this contract PB offers many additional accessories to upfit any truck or support bodies with all the tools that road crews need. For example, but not limited to: Whelen safety lights PSE Code3 Safety Lights Work lights and spotlights Warn Wenches Toolboxes and baskets Toolholders Back up cameras and sensors Bed vibrators Pull Tarps Inverter Systems with electrical outlets Fire extinguishers and triangle kits Water coolers Wash Tanks Ladder and material racks Vises Reflective safety tape and panels	
77	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Roadway Surface Maintenance and Repair Equipment – We manufacture pothole (asphalt) patchers, hot boxes, emulsion/seal coat sprayers oil distributors, and maker application bodies. We offer the largest selection by far of models and sizes of pothole patchers also custom built to our customers' needs. Equipment and Products in Support of Roadway Maintenance and Repair – We offer many additional asphalts support bodies that utilize emulsion systems and other products that municipalities use in conjunction with their pothole patcher and road maintenance programs. This also includes our PB front loader systems.	*

Table 7B: Depth and Breadth of Offered Solutions

Indicate below if the listed category or type of solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
78	Asphalt recyclers and reclaimers, hot boxes	(•) Yes ( ) No	We offer several sizes and types of hot boxes in Trailer and Skid mount designs	*
79	Patchers, seal coaters, joint and crack sealers, crack routers, mastic and adhesive melters	(•) Yes ( ) No	We offer a fully range of Patchers, and a large offering of seal coat/emulsion sprayers	*
80	Chip spreaders, asphalt brooms, and pavement grinding or grooving equipment	( ) Yes (•) No	We do not have these products	*
81	Pavement marking application and removal equipment	(•) Yes ( ) No	We offer marker application bodies	*

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 82. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	○ Yes ◉ No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - 1_Pricing.zip - Friday May 02, 2025 15:16:25
- Financial Strength and Stability - 2_Financial Stregth & Stability.zip - Friday May 02, 2025 15:16:36
- Marketing Plan/Samples - 3_Marketing Plans & Samples.zip - Friday May 02, 2025 16:14:33
- WMBE/MBE/SBE or Related Certificates - Binder WMBE Certs.pdf - Monday April 28, 2025 14:49:16
- Standard Transaction Document Samples - 6_Standard Transaction Document Samples.zip - Friday May 02, 2025 15:24:23
- Requested Exceptions (optional)
- Upload Additional Document - 7_Additional Documents.zip - Friday May 02, 2025 15:24:39

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jason Thompson, President, PB Loader Corporation

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Roadway_Maintenance_Equipment_RFP050625 Wed April 23 2025 04:17 PM	☑	2
Addendum_1_Roadway_Maintenance_Equipment_RFP 050625 Tue April 8 2025 02:54 PM	☑	1

TEC Equipment
Your Best Business Partner

VOLVO · MACK · WABASH · HINO TRUCKS · ISUZU TRUCK · Cottrell · JERR-DAN · AUTOCAR · MAC Trailer

15000 Firestone Blvd La Mirada, CA 90638
714-521-9806 | southregionfin@tecequipment.com

SALES QUOTE

The sales tax and license fees are an estimated amount based on the information provided at the time of issuance and are subject to change. Finalized amounts due will be reflected in the final invoice.

PLEASE APPLY THIS DEPOSIT TO THE REQUESTED VEHICLE

SEE SCHEDULE A

QTY	ESTIMATED DELIVERY DATE
3	12/15/2026

PURCHASERS NAME: City of Ontario
ADDRESS: 303 East B Street
CITY, STATE, ZIP: Ontario, CA, 91746
PHONE: (909) 385-2000
SALESPERSON: Dustin Coffey
EMAIL: bishii@ontarioca.gov

USED VEHICLE TRADE-IN/OTHER CREDITS

SPECIAL INSTRUCTIONS

Sales Tax: Ontario CA
Price includes LRe chassis-Amrep ASL Body-Heliox 60kw Mobil Charger/
Delivery lead time 356 days from Issue of PO.

Warranty	Months	Miles	Coverage
Extended	72 months	300,000	Mack Ultra Service Contract

YEAR | MAKE | MODEL

BODY TYPE | VIN

BALANCE OWED TO

ADDRESS

AMOUNT | GOOD UNTIL

BINDING ARBITRATION: Dealer has opted to use binding arbitration, in lieu of litigation, to resolve disputes arising under this Sales Quote and the relationship between Dealer and its customers/purchasers. To that end, it has agreed to be bound to the terms and conditions of the arbitration agreement that is attached to this sales quote, which by this reference is incorporated herein as if set forth in the Sales Quote in full. By executing this Sales Quote, the customer/purchaser acknowledges receipt of the arbitration agreement and agrees to be bound by its terms and conditions.

ACCEPT OR DECLINE

DISCLAIMER OF CONSEQUENTIAL DAMAGES: To the fullest extent permitted by law, Purchaser shall not be entitled to recover from Dealer any damages for loss to property or persons or damages for loss of use, loss of time, loss of profits, loss of income, or any other consequential or incidental damages.

INITIAL

DISCLAIMER OF WARRANTIES: Unless Dealer furnishes Purchaser with a separate written warranty or service contract made by Dealer on its own behalf, Dealer hereby disclaims all warranties, express or implied, including any implied warranties of quality, workmanship, design, merchantability, suitability and fitness for any particular purpose on all goods and services sold by Dealer. All used vehicles are sold on an "AS-IS, WHERE-IS" basis. Any warranty on any new vehicle or used vehicle still subject to a Manufacturer's warranty is that made by the Manufacturer only. All warranties, if any, by Manufacturers and suppliers are theirs, not Dealer's, and only the Manufacturers and suppliers shall be liable for performance under such warranties.

INITIAL

THIS CONTRACT IS SUBJECT TO ADDITIONAL PROVISIONS SET FORTH ON THE NEXT TWO PAGES HEREOF, THE SAME BEING INCORPORATED HEREIN BY REFERENCE. Purchaser agrees that this Quote includes all of the terms and conditions. This quote cancels and supercedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that **THIS QUOTE SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE DEALER OR HIS AUTHORIZED REPRESENTATIVE. THIS SALES QUOTE CAN BE TERMINATED BY DEALER AT ANY TIME AT ITS SOLE DISCRETION.** Purchaser by his execution of this Quote acknowledges that he has read the terms and conditions and has received a true copy of this Quote.

INITIAL

X _____ PURCHASER _____ DATE

X _____ SALESPERSON _____ DATE

X _____ ACCEPTED BY SALES MANAGER _____ DATE

SALES QUOTE NOT VALID UNLESS SIGNED BY AN AUTHORIZED SALES MANAGER

TRADE-IN ALLOWANCE	
BALANCE OWED ON TRADE	
CASH REFUND TO CUSTOMER	
NET TRADE IN ALLOWANCE	
CASH DOWN PAYMENT	($0.00)

LIENHOLDER

SALE PRICE	$1,981,302.00
FET	$0.00
ADMIN FEE	$1,485.00
ELT FEE / DOCUMENTATION FEE	$360.00
MISCELLANEOUS	$0.00
DELIVERY	$0.00
SALES TAX	$153,685.77
TIRE TAX	$0.00
ESTIMATED OR CAT	$0.00
OR VEHICLE PRIVILEGE & USE TAX	$0.00
EXTENDED WARRANTY	$160,680.00
LICENSE/TITLE FEES	$0.00
TOTAL CASH DELIVERED PRICE	$2,297,512.74
TOTAL DOWN PAYMENT	($0.00)
UNPAID CASH BALANCE DUE ON DELIVERY	$2,297,512.74

State Regulatory Addendum must be executed along with the sales quote and other terms and conditions at final sale.

QUOTATION
NO. 12965

DATE: 12/3/2025
TERMS: NET 30
F.O.B: CUSTOMER

CUSTOMER: CITY OF ONTARIO

SOURCEWELL MEMBER ACCOUNT # 34482

SUBJECT: FORD F-650 WITH BIN CLEANING TRUCK - 2ND UNIT

QTY	PART NO.	DESCRIPTION	PRICE	EXTENSION
		PB LOADER CONTRACT NO. 050625-PBL **SOURCEWELL CONTRACT MARKET PRICES**		
		NON-LISTED BIN CLEANING TRUCK AT MARKET PRICE		
2		BIN CLEANING TRUCK COMPLETE WITH:	$290,265.00	$580,530.00
		CHASSIS: 2027 F-650 4X2 SD REGULAR CAB DUAL REAR WHEEL CHASSIS WITH: - 7.3L 2V DEVCT NA PFI V8 GAS ENGINE WITH 335 HP 3750 RPM - 50-STATE EMISSIONS - FORD TORQSHIFT HD 6-SPEED AUTOMATIC TRANSMISSION W/ PTO PROVISION - HYDRAULIC BRAKES W/ TRACTION CONTROL - 22.5" X 8.25" WHITE POWDER COATED STEEL WHEELS - TWO (2) 255/70R22.5H GOODYEAR ENDURANCE RSA (566 REV/MILE) FRONT TIRES - FOUR (4) 255/70R22.5H GOODYEAR FUEL MAX RSA (563 REV/MILE) REAR TIRES - 26,000 LBS. GVWR (8,500 LBS. FRONT AXLE/ 17,500 LBS. REAR WITIH SHOCKS) - 6.14 AXLE RATIO - 218" WHEELBASE/ 144" CAB TO AXLE - 50-GALLON STEEL FUEL TANK, LH FRAMERAIL - 240 AMP ALTERNATOR - JUMP START STUD, REMOTE MOUNTED - TWO (2) 900 CCA BATTERIES IN STEEL BOX - 102 DBA BACKUP ALARM - GREY VINYL 30/0/30 AIR RIDE DRIVER (INTEGRAL AIR PUMP) & FIXED PASSENGER W/CONSOLETTE - PREFERRED EQUIPMENT PACKAGE 600A** - REAR VIEW CAMERA W/MIRROR DISPLAY - ENHANCED CLUSTER W/HIGH-LEVEL 8-INCH DISPLAY - POWER EQUIPMENT GROUP - (INCLUDED IN (90A) APPEARANCE GROUP) - FOUR BODY BUILDER SWITCHES - MOUNTED IN CENTER INSTRUMENT PANEL - RADIO: AM/FM STEREO W/2 SPEAKERS, USB INPUT, CLOCK DISPLAY AND BLUETOOTH - MIRRORS, DUAL - HEATED & MOTORIZED RECTANGULAR, XL2020 - 102" WIDTH - OXFORD WHITE EXTERIOR BIN CLEANING SYSTEM: SPARKLING BINS PTO DRIVEN COMMERCIAL & RESIDENTIAL BIN/ DUMPSTER CLEANING SYSTEM WITH: - 625 GALLONS CLEAN WATER TANK – 525 GALLONS HOLDING TANK - PTO POWERED HIGH SPEED COMMERCIAL AND RESIDENTIAL (2-1) LIFTER - LIFTS 2, 4, 6, 8, 10-YARD DUMPSTERS & RESIDENTIAL BINS WITH WIRELESS REMOTE - ALUMINUM SIDE PANELS WITH DOORS 9FT X 5FT, WITH OPEN DOOR ALERT SENSOR SYSTEM - 3 VANGUARD ENGINES RATED AT 26.5HP - SPRING-LOADED 25FT HOSE REEL WITH 18" TRIGGER GUN AND 25FT HOSE FOR EXTERIOR CLEANING OF BINS - STAINLESS STEEL HOSE REEL WITH 100FT HOSE, TRIGGER GUN - 48" LANCE FOR PRESSURE WASHING - MASTER KILL SWITCH - MOTORIZED ADJUSTABLE 3 PROPRIETARY BOLONDI EXTREME STAINLESS STEEL HI TEMP @ 3,500PSI CLEANING HEADS TO ACCOMMODATE DIFFERENT SIZE DUMPSTERS AND RESIDENTIAL BINS - WINTERIZING SYSTEM - 2 FRONT/2REAR COMMERCIAL STROBE LIGHTS - TRUCK WRAP - ALUMINUM DIAMOND PLATE BULKHEAD 18" X 8' - ONE ADDITIONAL STROBE LIGHT - INSTALLATION		
		SUBTOTAL:		$580,530.00
		MULTI-UNIT DISCOUNT:		($3,500.00)
		TOTAL WITH DISCOUNT:		$577,030.00
		SALES TAX (8.75%):		$50,490.13
		CA TIRE RECYCLING FEE:		$21.00
		GRAND TOTAL FOR TWO (2) UNITS:		$627,541.13
		NOTES: 1. PRICE INCLUDES DELIVERY AND DMV REGISTRATION. 2. 25% DEPOSIT REQUIRED AT TIME OF ORDER. 3. CHASSIS PRICE SUBJECT TO MODEL YEAR SURCHARGES AND ESCALATORS. 4. PURCHASE ORDERS TO BE MADE OUT TO PB LOADER CORPORATION.		

CITY OF ONTARIO *Agenda Report* **February 17, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Community Life & Culture Prepared By: Danielle Guevara Department: Prepared By: Danielle Guevara Staff Member Presenting: Helen McAlary, Executive Director Community Life and Culture Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 7

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

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

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

FISCAL IMPACT: The City has a Professional Services Agreement in the amount of $779,100 with Sports Facilities Companies, Inc., for pre-opening services for the Ontario Sports Empire. With Ontario Sports Empire opening in Fall 2026, the contractor must transition to on-site activation. The proposed Amendment No. 1 increases the Professional Services Agreement from $779,100 to $1,023,076 with a new not-to-exceed amount of $1,802,176 to pay for operations through Fall 2026, when the Operating and Management Agreement commences. If approved, additional appropriations will be included in the General Fund at a future quarterly budget update to City Council for approval as needed.

BACKGROUND & ANALYSIS: On December 19, 2023, City Council approved a Professional Services Agreement with Sports Facilities Companies, Inc. in the amount of $779,100 for consulting services through December 31, 2026. Since that time, they have served as a trusted partner, provided critical guidance on development and operational cost projections, coordinated with user groups to begin advanced scheduling, and assisted in the development of a marketing strategy. Their extensive experience managing sports complexes nationwide, along with strong industry relationships, positions the Ontario Sports Empire for a successful launch.

Additional funding is required to cover pre-opening expenses to ensure the successful activation of the newly constructed Ontario Sports Empire and to facilitate a smooth transition from construction to full operations. These funds would support pre-opening activities ahead of the planned Fall 2026 opening, including recruiting and hiring key staff, establishing operating procedures, securing bookings and events in advance, implementing technology and financial systems, and generating early awareness and demand for the facility. Pre-Opening costs include salaries for the General Manager, Director of Marketing, IT Manager, Programs Manager, Events Manager, and Finance Manager, as well as marketing, advertising, and general office expenses related to pre-opening operations. Providing adequate funding at this stage helps minimize operational risk, supports revenue generation from day one, and positions the facility for long-term success and sustainability.

Staff recommends approval of Amendment No. 1 with Sports Facilities Management, LLC.

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

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND SPORTS FACILITIES MANAGEMENT, LLC

1. Parties and Date.

This Amendment No. 1 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and Sports Facilities Management, LLC, a Florida limited liability company ("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 12/19/2023 ("Agreement").

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to provide compensation for pre-opening costs associated with the Ontario Sports Empire, increasing the compensation by $1,023,076 for a new not-to-exceed amount of $1,802,176.

2.3 Amendment Authority. This Amendment No. 1 is authorized pursuant to Section 3.1.3 of the Agreement.

3. Terms.

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

"General Scope of Services"

Consultant promises and agrees to furnish the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional sports facility planning consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" referenced in the agreement dated 12/19/2023. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits hereto and

incorporated in the agreement dated 12/19/2023, and all applicable local, state, and federal laws, rules, and regulations. In addition, the Services shall include pre-opening activities required to prepare the newly constructed facility for public use and full operations, including but not limited to the recruitment, hiring, onboarding, and training of required staff; development and implementation of operational procedures; coordination and payment of pre-opening costs and expenses; setup of systems, equipment, and furnishings; and all other actions reasonably necessary to ensure the facility is fully operational and prepared to open to the public. Attachment A attached hereto and incorporated herein by reference.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 1. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 1.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

3.4 Severability. If any portion of this Amendment No. 1 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND SPORTS FACILITIES MANAGEMENT, LLC

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 1 as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

SPORTS FACILITIES MANAGEMENT, LLC

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

Attachment A - Pre-Opening Operating Costs

		Nov-25 Budget	Dec-25 Budget	Jan-26 Budget	Feb-26 Budget	Mar-26 Budget	Apr-26 Budget	May-26 Budget	Jun-26 Budget	Total FY 2025	Jul-26 Budget	Aug-26 Budget	Sep-26 Budget	Oct-26 Budget	Total FY 2026
60100	**Advertising / Marketing**														-
60110	Website	-	-	4,000.00	-		-		-	**4,000**	150.00	150.00	150.00	150.00	**600**
60120	Assets	-	-	-	5,000.00	-	-	1,000.00	-	**6,000**	1,833.33	1,833.33	1,833.33	1,833.33	**7,333**
60130	Advertising	-	-	4,500.00	4,500.00	4,500.00	4,500.00	7,375.00	7,375.00	**32,750**	7,375.00	7,375.00	7,375.00	7,375.00	**29,500**
60140	Dues & Subscriptions			250.00	250.00	500.00	500.00	500.00	500.00	**2,500**	1,750.00	1,750.00	1,750.00	1,750.00	**7,000**
60150	Business Development	-								**-**		-		25,000.00	**25,000**
60199	**Total Advertising/Marketing**	-	-	8,750.00	9,750.00	5,000.00	5,000.00	8,875.00	7,875.00	**45,250**	11,108.33	11,108.33	11,108.33	36,108.33	**69,433**
60299	**Total Bank & Other Service Charges**	-	-	-	-	-	-	-	-	**-**	-	-	-	-	**-**
60300	**General Office Expenses**														-
60310	Business Licenses and Permits	-								**-**		7,500.00	-	7,500.00	**15,000**
60315	Decorations - Office/Building									**-**		2,500.00			**2,500**
60320	Dues and Subscriptions	-			1,500.00	1,500.00		2,000.00		**5,000**		1,500.00			**1,500**
60325	Employee Training & Continued Education									**-**				7,500.00	**7,500**
60330	Employee Uniform									**-**	2,000.00		10,000.00		**12,000**
60335	IT & Office Equipment	2,000.00	70.00	70.00	70.00	70.00	70.00	70.00	70.00	**2,490**	6,070.00	2,070.00	6,070.00	4,070.00	**18,280**
60340	Meals & Entertainment	300.00			300.00					**600**		300.00			**300**
60345	Office Printing & Equipment									**-**	200.00	200.00			**400**
60350	Office Supplies									**-**	416.67	416.67	750.00	750.00	**2,333**
60355	POS Fees				500.00	500.00	500.00	500.00	500.00	**2,500**	500.00	500.00	500.00	500.00	**2,000**
60360	POS Software & Equipment			6,375.00						**6,375**					-
60365	Postage & Delivery									**-**		250.00	250.00	250.00	**750**
60370	Travel	3,000.00			3,000.00					**6,000**		3,000.00			**3,000**
60399	**Total General Office Expenses**	5,300.00	70.00	6,445.00	5,370.00	2,070.00	570.00	2,570.00	570.00	**22,965**	9,186.67	18,236.67	17,570.00	20,570.00	**65,563**
60499	**Total Insurance**	-	-	-	-	-	-	-	-	**-**	-	-	-	-	**-**
60500	**Management Company**														-
60520	Management Company Travel			2,000.00		2,000.00		2,000.00	2,000.00	**8,000**		2,000.00	2,000.00	5,000.00	**9,000**
60530	Deferred Management Incentive									**-**					-
60599	**Total Management Company**	-	-	2,000.00	-	2,000.00	-	2,000.00	2,000.00	**8,000**	-	2,000.00	2,000.00	5,000.00	**9,000**
60600	**Salaries and Wages**														-
60610	Management Salaries	12,916.67	12,916.67	12,916.67	12,916.67	12,916.67	12,916.67	20,416.67	20,416.67	**118,333**	35,000.00	50,350.00	60,700.00	60,700.00	**206,750**
60620	Hourly Wages									**-**					-
60630	Employee Bonus - Reloc/Recruit				-					**-**			-		-
60699	**Total Salaries and Wages**	12,916.67	12,916.67	12,916.67	12,916.67	12,916.67	12,916.67	20,416.67	20,416.67	**118,333**	35,000.00	50,350.00	60,700.00	60,700.00	**206,750**
60700	**Payroll Expenses**														-
60710	Cell Phone Reimbursements	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	**800**	400.00	500.00	800.00	800.00	**2,500**
60720	Employer Payroll Taxes	1,420.83	1,420.83	1,420.83	1,420.83	1,420.83	1,420.83	2,245.83	2,245.83	**13,017**	3,850.00	5,538.50	6,677.00	6,677.00	**22,742**
60730	Health Insurance	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	**2,400**	1,200.00	1,500.00	2,400.00	2,400.00	**7,500**
60740	New Hire Screening Fees								292.00	**292**	292.00	292.00	292.00	292.00	**1,168**
60750	Payroll Software/Processing Fees	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	**160**	20.00	20.00	20.00	20.00	**80**
60760	Retirement Employer Match	-	-							**-**					-
60770	Work Comp Ins	276.00	276.00	276.00	276.00	276.00	276.00	276.00	276.00	**2,208**	1,138.40	1,258.40	1,258.40	1,258.40	**4,914**
60799	**Total Payroll Expenses**	2,116.83	2,116.83	2,116.83	2,116.83	2,116.83	2,116.83	2,941.83	3,233.83	**18,877**	6,900.40	9,108.90	11,447.40	11,447.40	**38,904**
61100	**Facility Maintenance**														-
61110	Building Ops Maint.									**-**					-
61115	Decorations & Graphics						-			**-**			25,000.00		**25,000**
61120	Fuel			-	-	-				**-**					-
61125	Grounds Exterior Maint.					-				**-**					-
61130	Hardware and Supplies					-				**-**					-
61135	HVAC - Parts & Repairs					-				**-**					-
61140	Janitorial Expense					-				**-**				15,000.00	**15,000**
61145	Kitchen Equipment					-				**-**					-
61150	Locker Room					-				**-**					-
61155	Pest Control					-				**-**					-
61160	Powered Equipment					-				**-**					-
61165	Preventative Maintenance					-				**-**					-
61170	Retail Equipment					-				**-**					-
61175	Safety Inspections & Alarm Expense					-				**-**					-
61180	Safety Supplies			-		-				**-**			10,000.00		**10,000**
61185	Sports Equipment					-				**-**			10,000.00		**10,000**
61190	Storage									**-**					-
61195	Tools and Equipment					-				**-**			10,000.00		**10,000**
61199	**Total Facility Maintenance**	-	-	-	-	-	-	-	-	**-**	-	-	55,000.00	15,000.00	**70,000**
61299	**Total Utilities**	-	-	-	-	-	-	-	-	**-**	-	-	-	-	**-**
69999	**TOTAL Expenses**	20,333.50	15,103.50	32,228.50	30,153.50	24,103.50	20,603.50	36,803.50	34,095.50	**213,425.00**	62,195.40	90,803.90	157,825.73	148,825.73	**459,650.76**
	NET OPERATING INCOME	(20,333.50)	(15,103.50)	(32,228.50)	(30,153.50)	(24,103.50)	(20,603.50)	(36,803.50)	(34,095.50)	**(213,425.00)**	(62,195.40)	(90,803.90)	(157,825.73)	(148,825.73)	**(459,651)**
41000	**Other Income (Below NOI)**														-
41100	Subsidy									**-**					-
41200	Subsidy Earned									**-**					-
41300	Interest									**-**					-
41400	Other									**-**					-
41999	**Total Other Income (Below NOI)**	-	-	-	-	-	-	-	-	**-**	-	-	-	-	**-**
51000	**Other COGS**														-
51100	Interest									**-**					-
51200	Contingency									**-**					-
51999	**Total Other COGS**	-	-	-	-	-	-	-	-	**-**	-	-	-	-	**-**
70000	**Other Expenses**														-
70100	Other Expenses									**-**				350,000.00	**350,000**
70199	**Total Other Expenses**	-	-	-	-	-	-	-	-	**-**	-	-	-	350,000.00	**350,000**
	NET INCOME	(20,333.50)	(15,103.50)	(32,228.50)	(30,153.50)	(24,103.50)	(20,603.50)	(36,803.50)	(34,095.50)	**(213,425.00)**	(62,195.40)	(90,803.90)	(157,825.73)	(498,825.73)	**(809,651)**

CITY OF ONTARIO *Agenda Report* **February 17, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Budget Prepared By: Evan Erickson Staff Member Presenting: Armen Harkalyan, Executive Director of Finance Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 8

SUBJECT: FY 2025-26 MID-YEAR BUDGET UPDATE

RECOMMENDATION: That the City Council take the following actions:

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

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

FISCAL IMPACT: The recommended actions will affect several fund budgets as outlined in the Fiscal Year 2025-26 Mid-Year Budget Update Report.

BACKGROUND & ANALYSIS: The Mid-Year Budget Update Report for Fiscal Year 2025-26 reflects the Financial Services Agency's continued efforts to provide timely, accurate, and understandable financial information to assist the City Council with decision making and achievement of core goals. All Funds have been reviewed in preparing this report. The emphasis of this report is on the General Fund, which funds the majority of government services including public safety, recreation, library, museum, parks, building, and planning.
The primary purposes of this report are to:

- Revise the City's budget to reflect the City Council's actions taken since the beginning of the current fiscal year;
- Recommend personnel changes to enhance program operations and efficiencies;
- Recommend budget adjustments that are consistent with the City Council goals and objectives; and

- Comment on significant budget and economic trends which may impact fiscal year's budget development.

Fiscal Year 2025-26 Mid-Year Budget Update Recommendations

Fiscal Year 2025-26 Mid-Year Budget Updates are routine in nature and comprised predominately by City Council actions taken since the First Quarter Budget Update. Mid-Year Budget Update includes proposed new expenditure budget requests, as well as revised revenue estimates for FY 2025-26. For the General Fund, the net result of these actions will bring the General Fund estimated available and unencumbered ending fund balance to $82.9 million or 20.9% of total appropriations. This amount achieves the goal set by City Council as a reserve for specific and defined emergency events (such as an earthquake or pandemic) and to address immediate needs in resources without impacting City services. This goal was temporarily decreased to 15% during the COVID pandemic but has since been brought back up to the previous set goal of 20%, effective July 1, 2023, with the goal of increasing the reserves up to 25% in future fiscal years.

General Fund Highlights

- $3.0 million increase in projected Sales Tax revenue as a result of gains in online sales
- $2.7 million appropriations for Ontario Sports Empire Baseball Stadium Management Agreement (SMG)
- $1.2 million appropriations for March Special Election costs
- $1.0 million appropriations for contractual services at Homeless Access Center
- $950 thousand additional appropriations for FY 2025-26 CalPERS Unfunded Accrued Liability (UAL) expenses due to rising pension costs

Other Funds (non- General Fund) Highlights

- $17.9 million appropriations for Arena Entertainment District - East Plaza Project Construction
- $10.6 million appropriations for Flight Deck Ontario Sports Empire Baseball Stadium Restaurant Project Design and Construction
- $10.7 million for Funding Transfer from Water Capital to Economic Development Activities Fund for the transfer of Fund Ownership of 13107-13131 South Campus Ave.
- $10.0 million additional appropriations for Municipal Services Center Relocation offsite improvements, bridge upgrades, and design plans phase
- $6.8 million appropriations for the property acquisition loan regarding 13107-13131 South Campus Ave.
- $5.6 million additional appropriations for North Vineyard Sanitary Sewer Project Construction
- $2.0 million additional appropriations for Sultana Avenue Storm Drain Project Construction
- $2.0 million contribution funding from the Fire Development Impact Fee (DIF) Fund to the Equipment Services/Fleet Fund for the purchase of 2 Fire Pumpers
- $75 thousand Transfer from the Capital Projects Fund to the Public Art Fund for the Mural Program

Interim budget updates also present recommendations for personnel and organizational changes necessary to enhance program operations and efficiencies. Current recommendations for this Mid-

Year report include reclassification changes, adds/deletes, and other modifications to the authorized full-time positions resulting in a zero net increase Citywide. More detail is presented in the attached Exhibit A under Recommended Personnel Changes section, pages 11 through 12 of the FY 2025-26 Mid-Year Budget Update Report.

CalPERS

The California State Public Employees Retirement System (CalPERS) is underfunded, primarily due to lower than projected earning rates combined with recent significant investment losses in the second quarter of the fiscal year. This has resulted in an estimated overall increase of over 105% in pension costs in the last five years. In addition, the City has experienced major increases in the CalPERS Unfunded Accrued Liability (UAL) payments over the last two years due to higher contractual labor increases than projected by CalPERS and substantial growth in number of active and retiree employees enrolled in CalPERS. The CalPERS UAL costs will increase from $0 in FY 2023-24 to $14.9 million in FY 2026-27. This upward trend is projected to continue in the future and will have a significant impact on the City's financial forecast.

Resolution Amending List of Deputy City Treasurers Authorized to Invest:

Recent staff movements have necessitated the need to update Resolutions identifying those individuals authorized to invest City funds and to transact with LAIF. The authorized individuals will be as follows: City Treasurer, Executive Director of Finance, Deputy Finance Director, Departmental Administrator (Financial Services Agency), and Chief Investment Officer.

Reimbursement Resolution Declaring Intent to Issue Tax-Exempt Obligations:

The City intends to finance the acquisition, construction, and installation of certain public capital improvements with the proceeds of the sale of tax-exempt obligations. Staff recommends approval of a Reimbursement Resolution, which permits the City to reimburse itself for certain costs incurred prior to the issuance of bonds, as allowed under the Internal Revenue Code.

Additionally, the City will continue borrowing from available fund balances in other City funds as interim financing source prior to bond issuance to offset the current Citywide capital project costs as referenced in Section 3.3 of the City's Debt Management Policy.

Economic Outlook

The following economic indicators are the most recent measures of economic activity.

Gross Domestic Product (GDP): The broadest measure of economic output, increased at an annual rate of 4.4% in the third quarter of 2025, according to the most recent released estimate. This was an increase compared to the second quarter of 2025, in which the real GDP increased by 3.8%. The increase in the third quarter primarily reflected increases in consumer spending, exports, government spending, and investment with decreases in imports. (Source: Bureau of Economic Analysis)

Unemployment Rate: The national unemployment rate slightly increased to 4.5% in December 2025 compared to the 4.4% reported for November 2025. Comparing the current national rate to the previous year rate of 4.1%, it is a slight increase of 0.3%. California's unemployment rate slightly decreased to 5.5% in December 2025 compared to 5.6% in November 2025 while remaining

unchanged compared to prior year's rate of 5.5%. Locally, the Inland Empire's unemployment rate decreased to 5.1% compared to 5.5% in November 2025. The Inland Empire's labor market has recovered from the COVID-19 pandemic and continues to remain steady and have a lower unemployment rate compared to the statewide rate. Since April 2020, the region has added over 435,000 jobs, which is more than the 228,700 jobs lost during the national lockdown. (Source: US Bureau of Labor Statistics)

Consumer Price Index (CPI): This rate is utilized to track changes in the prices of goods and services and is a useful tool for tracking inflation or the cost of living. For November 2025, the Riverside-San Bernardino-Ontario metropolitan area's CPI rate increased by 4.5% over the last 12-month period. This increase in CPI mainly driven by increases in energy and gas prices. (Source: US Bureau of Labor Statistics).

Housing Market: A continued shortage of homes for sale and high costs of borrowing continues to have a negative impact on the housing inventory and demand. With the recent declining of mortgage rates and the expectation that the rates will continue to decrease in 2026, it is anticipated that home sales will bounce back as buyers and sellers return to a more favorable housing market. Statewide sales for existing single-family homes in December 2025 were 1.0% higher than they were for the same time period in the previous year. Overall, home sales in the Inland Empire for December 2025 increased 14.4% compared to the previous month, and a 0.9% increase compared to the same time period in the previous year. (Source: HdL Coren and Cone)

Conclusion

As the City recovers from the last five years of economic disruption from the COVID pandemic, other challenges still exist with the continued conflicts worldwide; rising consumer good prices; continued high interest rates even with recent rate cuts by the Federal Reserve; the possibility of a recession as a result of the latest jobs report which indicates a much slower economy than previously reported; the unknown fiscal impacts from tariffs on the purchase of imported goods imposed by the federal administration; and rising employee pension and medical costs. Even with the anticipated additional resources, the City will need to continue to practice fiscal discipline and establish proactive measures to safely navigate the current and upcoming fiscal challenges, as well as deliver an unparalleled level of service and commitment to our community.

The Adopted Operating Budget for Fiscal Year 2025-26, as modified through this Mid-Year Budget Update, reflects the City Council's continued commitment to support high quality public safety and municipal services, provides for the maintenance and expansion needs of the City's infrastructure and facilities, profiles an aggressive economic development strategy, and assures the investment and reinvestment of the City's resources into the community - all in the name of affording Ontario residents and businesses an exceptional quality of life. With the City Council's leadership and their prudent fiscal policies, the City's long-term financial health will further solidify its standing as the economic leader in the Inland Empire, and a formidable player in California and the nation.



Fiscal Year 2025-26
Mid-Year Budget Update

February 17, 2026

City of Ontario
Fiscal Year 2025-26
Mid-Year Budget Update Report

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City of Ontario
General Fund Revenue by Category
Fiscal Year 2025-26
Mid-Year Budget Update

Category	FY 2025-26 Adopted Budget	First Quarter Budget Update	Mid-Year Budget Update	FY 2025-26 Current Budget	Actuals as of 12/31/2025	% Received
Sales Tax	$ 204,715,000	$ -	$ 3,000,000 [5]	$ 207,715,000	$ 68,378,879	32.9%
Property Tax	112,750,000	-	-	112,750,000	45,105,986	40.0%
Transient Occupancy Tax	18,000,000	-	-	18,000,000	5,758,586	32.0%
Business License Tax	11,500,000	-	-	11,500,000	4,524,654	39.3%
Parking Tax	4,700,000	-	-	4,700,000	2,173,759	46.3%
Other Taxes [1]	6,525,000	-	-	6,525,000	1,210,787	18.6%
Licenses and Permits	7,685,160	-	-	7,685,160	4,289,757	55.8%
Intergovernmental [2]	11,122,947	-	-	11,122,947	5,555,477	49.9%
Charges for Services [3]	33,897,117	20,000	44,450	33,961,567	7,666,776	22.6%
Charges for Services - OIAA [4]	24,821,242	-	-	24,821,242	10,342,184	41.7%
Use of Money & Property	1,615,000	-	-	1,615,000	226,687	14.0%
Fines and Forfeitures	996,000	-	-	996,000	1,374,713	138.0%
Miscellaneous	6,905,457	1,648,022	-	8,553,479	2,098,025	24.5%
Total General Fund Revenues	**$ 445,232,923**	**$ 1,668,022**	**$ 3,044,450**	**$ 449,945,395**	**$ 158,706,270**	**35.3%**
Transfers-In	2,000,000	433,378	-	2,433,378	2,433,378	100.0%
TOTAL RESOURCES	**$ 447,232,923**	**$ 2,101,400**	**$ 3,044,450**	**$ 452,378,773**	**$ 161,139,648**	**35.6%**

[1] Other Taxes includes Franchise Tax ($4.8M) and Property Transfer Tax ($1.5M).
[2] Intergovernmental includes Cost Allocation Plan Revenue, Disability, Worker's Compensation, & Unemployment Internal Service Allocation Revenue.
[3] Charges for Services includes Special Districts Service Charges ($13.7M).
[4] City Services including Police & Fire to Ontario International Airport Authority (OIAA).
[5] Includes Sales Tax - Bradley Burns increase in point of sale revenue

City of Ontario
General Fund Expenditures by Category
Fiscal Year 2025-26
Mid-Year Budget Update

	FY 2025-26 Adopted Budget	CIP/Grants/POs Carryforward	First Quarter Budget Update	Mid-Year Budget Update	FY2025-26 Current Budget	Actuals as of 12/31/2025 [1]	% Expended
Personnel Costs	$ 225,314,401	$ -	$ 103,489	$ 112,394 [2]	$ 225,530,284	$ 113,544,646	50.3%
CalPERS Pension Costs	43,965,203	-	16,759	958,233 [3]	44,940,195	$ 12,244,552	27.2%
Operating Expenditures	32,920,286	47,691	140,000	3,982,883 [4]	37,090,860	17,659,763	47.6%
Contractual Services	26,405,460	-	-	1,032,000 [5]	27,437,460	12,399,481	45.2%
Internal Service Allocations	51,400,418	-	1,378	(4,697)	51,397,099	25,771,397	50.1%
Reimbursement Agreements	10,961,000	-	-	-	10,961,000	2,012,286	18.4%
Contribution Expense	27,500	-	-	-	27,500	85,280	310.1%
Capital Expenditures	-	63,947	-	-	63,947	136,418	213.3%
Total Operating Expenditures	**$ 390,994,268**	**$ 111,638**	**$ 261,626**	**$ 6,080,813**	**$ 397,448,345**	**$ 183,853,823**	**46.3%**
Transfers-Out	56,238,655	-	3,433,378	-	59,672,033	59,238,655	99.3%
Total General Fund Appropriations	**$ 447,232,923**	**$ 111,638**	**$ 3,695,004**	**$ 6,080,813**	**$ 457,120,378**	**$ 243,092,478**	**53.2%**

[1] Excludes obligations/PO's.

[2] Personnel Costs includes $110K for Recommended Personnel Changes

[3] CalPERS Pensionl Costs includes additional $950K for increased FY 2025-26 CalPERS UAL Costs

[4] Operating Expenditures includes $2.7M for Ontario Sports Empire Baseball Stadium Management Agreement with SMG and $1.2M for March Special Election Costs

[5] Contractual Services includes $1.0M for Contractual Services at Homeless Access Center

City of Ontario
General Fund Expenditures by Agency
Fiscal Year 2025-26
Mid-Year Budget Update

	FY 2025-26 Adopted Budget	CIP/Grants/POs Carryforward	First Quarter Budget Update	Mid-Year Budget Update	FY2025-26 Current Budget	Actuals as of 12/31/2025 [1]	% Expended
Community Development	$ 25,682,232	$ -	$ 42,974	$ 107,556	$ 25,832,762	$ 12,519,121	48.5%
Community Life & Culture	33,629,666	-	19,434	1,110,924 [2]	34,760,024	15,907,142	45.8%
Economic Development	21,877,421	-	-	2,692,073 [3]	24,569,494	9,272,165	37.7%
Financial Services	11,913,846	-	(31,408)	40,739	11,923,177	5,308,423	44.5%
Human Resources/Risk Management	7,267,500	-	(17,852)	(3,143)	7,246,505	3,290,350	45.4%
Management Services	11,085,493	-	2,914	1,279,253 [4]	12,367,660	5,836,474	47.2%
Ontario Fire Department	102,878,946	63,947	-	260,583 [5]	103,203,476	48,486,202	47.0%
Ontario Police Department	141,956,517	47,691	122,434	555,676 [6]	142,682,318	67,902,498	47.6%
Public Works	34,702,647	-	123,130	37,152	34,862,929	15,331,448	44.0%
Total General Fund Agencies	**$ 390,994,268**	**$ 111,638**	**$ 261,626**	**$ 6,080,813**	**$ 397,448,345**	**$ 183,853,823**	**46.3%**
Transfers-Out	56,238,655	-	3,433,378 [9]	-	59,672,033	59,238,655	99.3%
Total Appropriations & Transfers-Out	**$ 447,232,923**	**$ 111,638**	**$ 3,695,004**	**$ 6,080,813**	**$ 457,120,378**	**$ 243,092,478**	**53.2%**

[1] Excludes obligations/PO's.

[2] Community Life & Culture includes approximately $1.0M for Contractual Services at Homeless Access Center

[3] Economic Development includes $2.7M for Ontario Sports Empire Baseball Stadium Management Agreement with SMG

[4] Management Services includes $1.2M for March Special Election Costs

[5] Fire Department includes additional $300K for increased FY 2025-26 CalPERS UAL Costs

[6] Police Department includes additional $400K for increased FY 2025-26 CalPERS UAL Costs and $140K for Recommended Personnel Changes

City of Ontario General Fund Budget Summary Fiscal Year 2025-26 Mid-Year Budget Update		
Fiscal Year 2025-26 Current Budget:		
Beginning Fund Balance[1]		**$ 87,610,976**
Fiscal Year 2025-26 Adopted Budget:		
Resources & Transfers-In	447,232,923	
Appropriations & Transfers-Out	(447,232,923)	
First Quarter Budget Recommendations		
Resources & Transfers-In	2,101,400	
Appropriations & Transfers-Out	(3,695,004)	
Fiscal Year 2024-25 Carryforward Obligations	(111,638)	
Recommended Allocation to Economic Uncertainty Reserve[1]		-
Mid-Year Budget Recommendations		
Resources & Transfers-In	3,044,450	-
Appropriations & Transfers-Out	(6,080,813)	-
Budget Surplus/(Deficit)		***$ (4,741,605)***
Estimated Ending Fund Balance		**$ 82,869,371**
Estimated General Fund Reserve 20%[2]		**20.9%**

[1] Beginning Fund Balance for 07/01/2025 is based on ACFR.

[2] For FY 2025-26, the Council approved reserve level is 20% with the goal of increasing the reserves up to 25% in future fiscal years.

City of Ontario
Citywide Expenditures by Category
Fiscal Year 2025-26
Mid-Year Budget Update

	FY 2025-26 Adopted Budget	CIP/Grants/POs Carryforward	First Quarter Budget Update	Mid-Year Budget Update	FY2025-26 Current Budget	Actuals as of 12/31/2025[1]	% Expended
Personnel Costs	$ 301,823,089	$ 3,868,403	$ 287,483	$ 1,786,139[2]	$ 307,765,114	$ 157,570,459	51.2%
CalPERS Pension Costs	51,410,282	114,887	16,856	1,258,584[3]	52,800,609	14,760,377	28.0%
Operating Expenditures	251,592,617	8,724,713	2,601,577	10,312,989[4]	273,231,896	146,083,760	53.5%
Contractual Services	754,768,948	145,699,277	9,898,822	3,366,211[5]	913,733,258	288,702,276	31.6%
Internal Service Allocations	91,703,448	5,300	1,278	3,840	91,713,866	46,000,163	50.2%
Reimbursement Agreements	12,220,900	5,606,776	298,813	363,526	18,490,015	5,597,603	30.3%
Debt Service	57,042,055	21,876,813	1,039,951	8,250,246[6]	88,209,065	18,257,510	20.7%
Contribution Expense	19,200,503	-	-	10,718,805[7]	29,919,308	133,280	0.4%
Capital Expenditures	29,651,530	23,847,507	2,913,892	319,543	56,732,472	20,658,657	36.4%
Total Operating Expenditures	**$ 1,569,413,372**	**$ 209,743,676**	**$ 17,058,672**	**$ 36,379,883**	**$ 1,832,595,603**	**$ 697,764,085**	**38.1%**
Transfers-Out	84,332,536	-	7,352,095	10,725,000[8]	102,409,631	89,684,753	87.6%
Total Citywide Appropriations	**$ 1,653,745,908**	**$ 209,743,676**	**$ 24,410,767**	**$ 47,104,883**	**$ 1,935,005,234**	**$ 787,448,838**	**40.7%**

[1] Includes expenses and obligations/PO's.

[2] Personnel Costs includes $1.0M for Additional Appropriations for City Administrative Costs Funded by Citywide Grants Awarded and $220K for Recommended Personnel Changes

[3] CalPERS Pension Costs includes additional $1.2M for increased FY 2025-26 CalPERS UAL Costs

[4] Operating Expenditures includes $4.2M for Additional Appropriations Funded by Citywide Grants Awarded, $2.7M for Ontario Sports Empire Baseball Stadium Management Agreement with SMG, $1.2M for March Special Election Costs, $1.0M for Grove & Holt Intersection Widening Project Right of Way Settlements, $620K for Outfitting of Fire Reserve Engines, and $600K for Ontario Ranch DIF Fees for Ontario Sports Empire Project

[5] Contractual Services includes $17.9M for Arena Entertainment District - East Plaza Project Construction, $10.7M for Flight Deck Ontario Sports Empire Baseball Stadium Restaurant Project Design and Construction, $10.0M for Municipal Services Center Relocation offsite improvements, bridge upgrades, and design plans phase, $5.6M for North Vineyard Sanitary Sewer Project Construction, $2.0M for Sultana Avenue Storm Drain Project Construction, $1.5M for Water Pressure Reducing Station Rehabilitation Construction, $1.1M for Granada Theater rehabilitation, testing, and advertisement, $1.0M for Contractual Servcies at Homeless Access Center, and ($50M) reduction to Ontario Sports Empire Baseball Stadium CIP due to estimated project savings

[6] Debt Service includes $6.8M for property acquisition loan regarding 13107-13131 South Campus, $1.0M for Ontario Sports Empire - Southpark Property Acquisition (loan), and $370K for Downtown Revitalization Loan to Ontario Housing Authority for property acquisition regarding 13107-13131 South Campus

[7] Contribution Expense includes $8.0M for Municipal Services Center Relocation Funding Contribution, $2.0M Contribution frim Fire DIF fund to Fleet Fund for purchase of 2 Fire Pumpers, and $700K Contribution to Municipal Services Center Relocation - EIR

[8] Transfers includes $10.7M for Transfer from Water Capital Fund to Economic Development Activites Fund for Transfer of Fund Ownership of 13107-13131 South Campus and $75K Transfer from Capital Projects Fund to Public Art Fund for the Mural Program

City of Ontario
Citywide Expenditures by Fund Type
Fiscal Year 2025-26
Mid-Year Budget Update

	FY 2025-26 Adopted Budget	CIP/Grants/POs Carryforward	First Quarter Budget Update	Mid-Year Budget Update	FY2025-26 Current Budget	Actuals as of 12/31/2025 [1]	% Expended
General Fund	$ 447,232,923	$ 111,638	$ 3,695,004	$ 6,080,813 [2]	$ 457,120,378	$ 243,092,478	53.2%
Special Revenue Fund	87,396,147	52,534,478	6,221,271	16,029,123 [3]	162,181,019	40,020,789	24.7%
Debt Service Fund	26,290,509	-	-	-	26,290,509	16,324,126	62.1%
Capital Projects Fund	644,660,576	125,866,022	9,096,662	(3,027,165) [4]	776,596,095	276,467,962	35.6%
Enterprise Funds	290,964,819	20,029,624	1,093,626	25,072,825 [5]	337,160,894	129,631,290	38.4%
Internal Service Funds	155,167,468	4,504,356	3,994,204	2,945,306 [6]	166,611,334	81,011,047	48.6%
Total City Funds	**$ 1,651,712,442**	**$ 203,046,118**	**$ 24,100,767**	**$ 47,100,902**	**$ 1,925,960,229**	**$ 786,547,692**	**40.8%**
Ontario Housing Authority	2,033,466	6,697,558	310,000	3,981	9,045,005	901,146	10.0%
Total All Funds	**$ 1,653,745,908**	**$ 209,743,676**	**$ 24,410,767**	**$ 47,104,883**	**$ 1,935,005,234**	**$ 787,448,838**	**40.7%**

[1] Includes expenses and encumbrances/PO's.

[2] General Fund includes $2.7M for Ontario Sports Empire Baseball Stadium Management Agreement with SMG, $1.3M for March Special Election costs, $1.0M for Contractual Services at Homeless Access Center, $1.0M additional appropriations for increased FY 2025-26 CalPERS UAL Costs, $110K for Recommended Personnel Changes

[3] Special Revenue Funds includes $6.8M Property Acquisition Loan regarding 13107-13131 South Campus, $6.7M Additional Appropriationsfor City Administrative Costs Funded by Grants Awarded Citywide, $1.0M Additional Appropriations for Fire Safety Equipment, $820K for Ontario Police Department Media Room project, $750K for Grove & Holt Intersection Widening Project Right of Way Project

[4] Capital Projects Funds includes $17.9M for Arena Entertainment District - East Plaza Project Construction, $10.6M for Flight Deck Ontario Sports Empire Baseball Stadium Restaurant Project Design and Construction, $10.0M for Municipal Services Center Relocation offsite improvements, bridge upgrades, and design plans phase, $2.0M for Sultana Avenue Storm Drain Project Construction, $2.0M for Contribution friom Fire DIF Fund to Fleet Fund for purchase of 2 Fire Pumpers, $1.1M for Granada Theater rehabilitation, testing, and advertisement, $1.0M for Ontario Sports Empire - Southpark Property Acquisition, and ($50M) reduction to Ontario Sports Empire Baseball Stadium Project due to estimated project savings

[5] Enterprise Funds includes $10.7M for Transfer from Water Capital to Economic Development Activites Fund for Transfer of Fund Ownership of 13107-13131 South Campus, $6.0M for Municipal Services Center Relocation Funding Contribution, $5.6M for North Vineyard Sanitary Sewer Project Construction, $1.5M for Water Pressure Reducing Station Rehabilitation Construction, and $1.2M Additional Appropriations Funded by Grants Awarded

[6] Internal Service Funds includes $2.0M for Municipal Services Center Relocation Funding Contribution, $550K for Drone Acquisition for Police CAD project

City of Ontario
General Fund Five-Year Financial Forecast
Fiscal Year 2025-26
Mid-Year Budget Update

	FY 2024-25 Unaudited Year-End	FY 2025-26 Current Budget	FY 2026-27 Projected	FY 2027-28 Projected	FY 2028-29 Projected	FY 2029-30 Projected
Resources [1]	$ 456,863,688	$ 452,378,773	$ 466,693,520	$ 479,768,265	$ 495,709,864	$ 514,312,103
Appropriations [2]	(300,736,383)	(301,111,051)	(313,274,753)	(322,707,210)	(332,327,804)	(341,523,683)
CalPERS Pension Costs	(45,384,693)	(44,940,195)	(48,600,132)	(49,991,816)	(51,424,558)	(52,899,673)
Internal Service Funds (ISF) Allocations	(48,229,000)	(51,397,099)	(52,512,951)	(53,695,427)	(54,954,407)	(55,604,283)
CIP Transfers	(19,775,232)	(9,428,417) [3]	(7,095,296)	(7,379,108)	(7,674,272)	(7,981,243)
Debt Service	(20,987,300)	(44,178,238) [4]	(55,667,161)	(56,584,794)	(58,475,484)	(66,456,727)
Other Transfers	(9,114,853)	(6,065,378) [5]	(7,823,590)	(8,187,001)	(7,621,147)	(1,010,678)
Budget Surplus/(Deficit)	**$ 12,636,227**	**$ (4,741,605)**	**$ (18,280,363)**	**$ (18,777,091)**	**$ (16,767,808)**	**$ (11,164,184)**
Estimated Beginning Fund Balance	$ 74,974,749	$ 87,610,976	$ 82,869,371	$ 64,589,008	$ 45,811,917	$ 29,044,109
Estimated Ending Fund Balance	$ 87,610,976	$ 82,869,371	$ 64,589,008	$ 45,811,917	$ 29,044,109	$ 17,879,925
Projected Percent of GF Reserve level	**22.2%**	**20.9%**	**15.6%**	**10.7%**	**6.6%**	**4.0%**

[1] Resources include Revenues & Transfers-In.

[2] Appropriations excludes CalPERS Pension Costs, Transfers-Out, and ISF Allocations.

[3] CIP Transfers includes and $6.9M of Bradley Burns Revenues and $2.5M of Measure Q Revenues. Starting in FY 2026-27, only includes Bradley Burns Revenue CIP Transfer

[4] Debt Service includes $26.3M for Lease Revenue Bonds (2017,2021,2022, 2023, and 2025) and $17.9M in property acquisition notes for the Sports Empire.

[5] Other Transfers includes $3.0M to Facilities Maintenance ISF Fund to shore up its fund balance, $1.9M for Police Helicopter Reserve, $500k for Fire Safety Equipment Reserve, $433K to establish the City's Local Housing Trust Fund, $120k for Parkway Maintenance, and $100k for Police Safety Equipment Reserve.

City of Ontario Authorized Full-Time Positions Fiscal Year 2025-26 Mid-Year Budget Update				
Agency	**FY 2025-26 Adopted Budget**	**Recommended First Quarter Budget Update**	**Recommended Mid-Year Budget Update [3]**	**Total Authorized Full-Time Positions**
Community Development	84.00	-	(1.00)	83.00
Community Life & Culture	102.00	-	-	102.00
Economic Development	9.00	-	-	9.00
Financial Services	56.00	-	1.00	57.00
Human Resources	31.00	-	-	31.00
Information Technology	53.00	-	-	53.00
Management Services	42.00	-	-	42.00
Ontario Fire Department[1]	265.00	-	-	265.00
Ontario Municipal Utilities Company	139.00	-	-	139.00
Ontario Police Department[2]	429.00	-	-	429.00
Public Works	307.00	-	-	307.00
Total Authorized Full-Time Positions	**1,517.00**	**-**	**-**	**1,517.00**
General Fund	1,062.64	-	(1.10)	1,061.54
Other Funds	454.36	-	1.10	455.46
Total FTE All Funds	**1,517.00**	-	**-**	**1,517.00**
[1] OFD positions includes the following sworn positions	213.00	-	-	213.00
[2] OPD positions includes the following sworn positions	316.00	-	-	316.00
[3] Position changes due to organizational restructuring				

City of Ontario
Recommended Personnel Changes
Fiscal Year 2025-26
Mid-Year Budget Update

Agency	Department	Proposed Change			Position	Action	Salary Range	
		General Fund	Other Fund	Total				
Community Development								
	Community Improvement	(1.00)	-	(1.00)	Community Improvement Officer	Deletion	$ 6,904 -	$ 8,391
	Community Improvement	1.00	-	1.00	Management Analyst	Addition	$ 7,935 -	$ 9,644
	Planning	(6.00)	-	(6.00)	Associate Planner	Salary Realignment	$ 9,618 -	$ 11,683
	Planning	6.00	-	6.00	Associate Planner	Salary Realignment	$ 10,448 -	$ 12,699
		-	-	-				
Community Life & Culture								
	Recreation	(16.00)		(16.00)	Recreation/Community Services Coordinator	Salary Realignment	$ 5,890 -	$ 7,152
	Recreation	16.00		16.00	Recreation/Community Services Coordinator	Salary Realignment	$ 6,619 -	$ 8,046
		-	-	-				
Financial Services								
	Investments	(0.95)	(0.05)	(1.00)	Senior Management Analyst	Deletion	$ 9,343 -	$ 11,350
	Investments	0.95	0.05	1.00	Financial Analyst	Addition	$ 9,532 -	$ 11,579
	Business License	(1.00)	-	(1.00)	Business License Specialist	Salary Realignment	$ 5,951 -	$ 7,231
	Business License	1.00	-	1.00	Business License Specialist	Salary Realignment	$ 5,998 -	$ 7,290
	Business License	(3.00)	-	(3.00)	Customer Service Representative II	Salary Realignment	$ 4,969 -	$ 6,037
	Business License	3.00	-	3.00	Customer Service Representative II	Salary Realignment	$ 5,712 -	$ 6,943
		-	-	-				
Ontario Fire Department								
	Fire Prevention	(1.00)	-	(1.00)	Senior Deputy Fire Chief	Deletion	$ 18,202 -	$ 22,123
	Fire Prevention	1.00	-	1.00	Fire Marshal	Addiiton	$ 13,558 -	$ 18,041
	Communications	(9.00)	-	(9.00)	Senior Fire Dispatcher	Salary Realignment	$ 6,536 -	$ 8,022
	Communications	9.00	-	9.00	Senior Fire Dispatcher	Salary Realignment	$ 7,564 -	$ 9,195
		-	-	-				
Human Resources/Risk Management								
	Risk Management	(0.35)	(0.65)	(1.00)	Human Resources Analyst	Deletion	$ 8,733 -	$ 10,608
	Risk Management	-	1.00	1.00	Risk Manager	Addition	$ 11,343 -	$ 13,790
		(0.35)	0.35	-				
Ontario Municipal Utilities								
	Water Quality	-	(1.00)	(1.00)	Environmental Technician	Deletion	$ 6,077 -	$ 7,381
	Water Quality	-	1.00	1.00	Cross-Connection Control Technician	Addition	$ 7,105 -	$ 8,636
	Water Resources	-	(1.00)	(1.00)	Associate Engineer	Deletion	$ 11,007 -	$ 13,378
	Water Resources	-	1.00	1.00	Engineering Assistant	Addition	$ 8,343 -	$ 10,135
	Engineering and Operations	-	(1.00)	(1.00)	Deputy General Manager	Title Change	$ 15,692 -	$ 20,883
	Engineering and Operations	-	1.00	1.00	Utilities Director	Title Change	$ 15,692 -	$ 20,883
	Pumping Operation	-	(7.00)	(7.00)	Water Production Operator	Title Change	$ 7,011 -	$ 8,518
	Pumping Operation	-	7.00	7.00	Water Production Operator II	Title Change	$ 7,956 -	$ 9,670
	Utilities	-	(17.00)	(17.00)	Customer Service Representative II	Salary Realignment	$ 4,969 -	$ 6,037
	Utilities	-	17.00	17.00	Customer Service Representative II	Salary Realignment	$ 5,712 -	$ 6,943
	Utilities	-	(7.00)	(7.00)	Utilities Customer Service Specialist	Salary Realignment	$ 5,951 -	$ 7,231
	Utilities	-	7.00	7.00	Utilities Customer Service Specialist	Salary Realignment	$ 5,998 -	$ 7,290
		-	-	-				

City of Ontario
Recommended Personnel Changes
Fiscal Year 2025-26
Mid-Year Budget Update

Agency	Department	Proposed Change General Fund	Other Fund	Total	Position	Action	Salary Range
Ontario Police Department							
	Air Support	(1.00)	-	(1.00)	Equipment Service Technician	Deletion	$ 5,382 - $ 6,542
	Air Support	1.00	-	1.00	Helicopter Mechanic	Addition	$ 9,067 - $ 11,019
	Police	(18.00)	-	(18.00)	Community Service Officer	Salary Realignment	$ 5,408 - $ 6,571
	Police	18.00	-	18.00	Community Service Officer	Salary Realignment	$ 5,730 - $ 6,965
	Communications	(8.00)	-	(8.00)	Police Dispatcher	Salary Realignment	$ 5,945 - $ 7,297
	Communications	8.00	-	8.00	Police Dispatcher	Salary Realignment	$ 7,204 - $ 8,757
	ID/Evidence	(7.00)		(7.00)	Forensic Specialist	Salary Realignment	$ 6,952 - $ 8,537
	ID/Evidence	7.00		7.00	Forensic Specialist	Salary Realignment	$ 7,234 - $ 8,793
	Communications	(17.00)	-	(17.00)	Senior Police Dispatcher	Salary Realignment	$ 6,536 - $ 8,022
	Communications	17.00	-	17.00	Senior Police Dispatcher	Salary Realignment	$ 7,564 - $ 9,195
	Ontario Ranch	(1.00)	-	(1.00)	Senior Community Service Officer	Salary Realignment	$ 6,003 - $ 7,297
	Ontario Ranch	1.00	-	1.00	Senior Community Service Officer	Salary Realignment	$ 6,017 - $ 7,314
	Real Time Information Center	(3.00)	-	(3.00)	Senior Real Time Information Center Operator	Salary Realignment	$ 6,536 - $ 8,022
	Real Time Information Center	3.00	-	3.00	Senior Real Time Information Center Operator	Salary Realignment	$ 7,564 - $ 9,195
		-	-	-			
Public Works							
	Parks and Streets	(1.00)	-	(1.00)	Irrigation Maintenance Technician	Deletion	$ 6,188 - $ 7,516
	Parks and Streets	0.25	0.75	1.00	Parks and Streets Maintenance Superintendent	Addition	$ 9,677 - $ 11,757
	Engineering	(1.00)	-	(1.00)	Senior Associate Civil Engineer	Deletion	$ 11,586 - $ 14,076
	Engineering	1.00	-	1.00	Principal Engineer	Addition	$ 13,385 - $ 16,264
		(0.75)	0.75	-			
Total Additions/(Deletions)		**(1.10)**	**1.10**	**-**			

Net Change By Fund	Mid Year Adjustments	Net FTE Change
1000 General Fund	$ 107,697	(1.10)
2530 Gas Tax	$ 47,166	0.75
2600 Special Assessment Administration	$ 16	-
5010 Water Operating	$ 29,448	-
5110 Sewer Operating	$ (4,644)	(0.10)
5210 Integrated Waste	$ (27,737)	(0.55)
6110 Workers Compensation	$ 34,596	0.50
6111 General Liability	$ 34,596	0.50
Grand Total	**$ 221,138**	**-**

City of Ontario
Budget Adjustment Highlights
Fiscal Year 2025-26
Mid-Year Budget Update

Agency	Description	Appropriation Adjustment	General Fund	Other Funds
Community Development				
	Municipal Services Center Relocation - EIR	800,000	-	800,000.00
	Ontario Ranch DIF Fees for Ontario Sports Empire Project	606,096	-	606,096.00
	FY 2025-26 CalPERS UAL Increased Costs	60,337	60,337.00	-
	Salary Realignment	11,593	11,593.00	-
	Recommended Personnel Changes	10,626	10,626.00	-
	Low Cost Spay and Neuter Program for Ontario Residents	25,000	25,000.00	
		1,513,652	**107,556**	**1,406,096**
Community Life & Culture				
	Grant Closeout - GR2599_2 FY2024-25 ESG Admin	(11,888)	-	(11,888)
	CDBG Grant Repayment - GR_PF2501 FY2024-25 John Galvin Park Underground Conduit & Lights Replacement (CDBG)	111,992	-	111,992
	CDBG Grant Repayment - GR_TR2502 FY2024-25 Street Light Improvements	51,122	-	51,122
	GR2551 CDBG Downtown Storefront Façade Improvement Program	(50,000)	-	(50,000)
	CDBD Grant Repayment - GR2552 FY 2024-25 CDBG Neighborhood Preservation Program	3,175	-	3,175
	GR2554 FY 2024-25 CDBG Ontario Motel Voucher Program	(62,605)	-	(62,605)
	GR2570 FY 2024-25 ESG Street Outreach	4,181	-	4,181
	GR2571 FY2024-25 ESG Homeless Prevention	15,927	-	15,927
	Grant Closeout - GR2572 FY2024-25 ESG HMIS	(1,252)	-	(1,252)
	GR2660 Emergency Rent Protection Program	13,409	-	13,409
	GR_MS2001 HOME TBRA V	(117,690)	-	(117,690)
	GR2329 HOME-ARP Administration	64,333	-	64,333
	GR2208 Permanent Local Housing Allocation Grant	2,672,080	-	2,672,080
	GR_TCGA18 Transformative Climate Communities Grant Administration	1,352,439	-	1,352,439
	GR2406 AmeriCorps State Continuation Grant (2023-2024)	130,401	-	130,401
	GR2417 California For All Education (2022-23)	(28,200)	-	(28,200)
	GR2605 2024-25 California For All Education Award	69,622	-	69,622
	GR2409 Kaiser Permanente - Ontario Access Center	(2,348)	-	(2,348)
	GR2513 Kaiser Permanente - Ontario Access Center FY25	(243)	-	(243)
	GR2607 Kaiser Permanente - Ontario Access Center FY26	10,000	-	10,000
	GR2609 California Library Literacy Services (CLLS) 2025 - 2026	29,802	-	29,802
	GR2610 COVES Art Bridges Project FY 25-26	5,000	-	5,000
	GR2312 OmniTrans Measure I Grant	(86,468)	-	(86,468)
	GR2412 Recreation Youth Sports Activities and Youth Sports Programs	(44,654)	-	(44,654)
	GR2506 OmniTrans Measure I Grant 2024-2026	216,402	-	216,402

City of Ontario
Budget Adjustment Highlights
Fiscal Year 2025-26
Mid-Year Budget Update

Agency	Description	Appropriation Adjustment	General Fund	Other Funds
CLC cont.	GR_TCLC09 Transformative Climate Communities LCTOP - Omnitrans Transit Pass P	10,770	-	10,770
	GR_TCUC10 Transformative Climate Communities Urban Canopy	323,626	-	323,626
	GR_TCWS13 Transformative Climate Communities Low Income Weatherization MFS	305,193	-	305,193
	Additional Appropriations for Contractual Services at Homeless Access Center	1,007,000	1,007,000	-
	FY 2025-26 CalPERS UAL Increased Costs	64,812	60,831	3,981
	Salary Realignment	43,093	43,093	-
		6,099,031	**1,110,924**	**4,988,107**
Economic Development				
	Ontario Sports Empire Baseball Stadium Management Agreement with SMG	2,683,433	2,683,433	-
	Property Acquisition Loan regarding 1310-13131 South Campus	6,840,000	-	6,840,000
	Downtown Revitalization Property Acquisition Loan with Ontario Housing Authority - 100 N Euclid	369,933	-	369,933
	Ontario Sports Empire - Southpark Property Acquisition	1,040,313	-	1,040,313.00
	FY 2025-26 CalPERS UAL Increased Costs	8,640	8,640	-
		10,942,319	**2,692,073**	**8,250,246**
Financial Services				
	Western Ontario Ranch Trunk Sewer Project Initiation Contribution	100,000	-	100,000
	Contribution from Fire DIF Fund to Fleet Fund for purchase of 2 Fire Pumpers	1,978,805	-	1,978,805
	FY 2025-26 CalPERS UAL Increased Costs	40,398	36,297	4,101
	Salary Realignment	4,123	4,123	-
	Recommended Personnel Changes	335	319	16
		2,123,661	**40,739**	**2,082,922**
Human Resources/Risk Management				
	FY 2025-26 CalPERS UAL Increased Costs	24,438	18,677	5,761
	Recommended Personnel Changes	47,372	(21,820)	69,192
		71,810	**(21,820)**	**69,192**
Information Technology				
	OnCall Records Data Conversion in support of the Police RMS project.	153,045	-	153,045
	Interface Drone as First Responder in support of the Police CAD project	544,993	-	544,993
	Citywide WiFi Expansion and Refresh	157,321	-	157,321
	FY 2025-26 CalPERS UAL Increased Costs	37,550	-	37,550
		892,909	**-**	**892,909**
Management Services				
	March Special Election Costs	1,255,000	1,255,000	-
	FY 2025-26 CalPERS UAL Increased Costs	32,501	24,253	8,248
		1,287,501	**1,279,253**	**8,248**

City of Ontario
Budget Adjustment Highlights
Fiscal Year 2025-26
Mid-Year Budget Update

Agency	Description	Appropriation Adjustment	General Fund	Other Funds
Municipal Utilties Company				
	Euclid Recycled Water Improvements Phase 3 (WRDA) Construction Reimbursement	58,333	-	58,333
	Water Pressure Reducing Station Rehabilitation Construction	1,416,640	-	1,416,640
	Municipal Services Center Relocation Funding Contribution	4,000,000	-	4,000,000
	Municipal Services Center Relocation - EIR Contribution	320,000	-	320,000
	Archibald Avenue Sewer Diversion Construction	360,225	-	360,225
	North Vineyard Sanitary Sewer Project Construction	5,565,873	-	5,565,873
	Piemonte Overlay Sewer Improvements Construction	270,303	-	270,303
	Western Ontario Ranch Trunk Sewer Project Initiation	100,000	-	100,000
	GR_WA1502 Euclid et al. Recycled Water Imp. Phase 2-SWRCB	(484,037)	-	(484,037)
	Rate Study and Cost Analysis Services	215,000	-	215,000
	Additional Legal Services	170,000	-	170,000
	FY 2025-26 CalPERS UAL Increased Costs	95,611	-	95,611
	Salary Realignment	35,377	-	35,377
	Recommended Personnel Changes	(4,018)	-	(4,018)
		12,119,307	**-**	**12,119,307**
Ontario Fire Department				
	FY 2025-26 CalPERS UAL Increased Costs	294,760	294,760	-
	Salary Realignment	41,157	41,157	-
	Recommended Personnel Changes	(119,784)	(119,784)	-
	Fire Purchase and Reimbursment of Tablet Command for Corona Dispatch Servcies	44,450	44,450	
	Outfitting of Fire Reserve Engines	620,000	-	620,000
	Purchase of High Speed doors for Station 8 and Drone	260,000	-	260,000
	Continuity of Operations Plan (COOP)	155,600	-	155,600
	GR2608 Homeland Security Grant Program (HSGP) FY24	21,267	-	21,267
		1,317,450	**260,583**	**1,056,867**

City of Ontario
Budget Adjustment Highlights
Fiscal Year 2025-26
Mid-Year Budget Update

Agency	Description	Appropriation Adjustment	General Fund	Other Funds
Ontario Police Department				
		-		
	Media Room project	822,959		822,959.00
	GR2116 Citizens' Option for Public Safety (COPS/ELEAS Grant) FY21	19,543		19,543
	GR2322 FY 2022 COPS Hiring Program	(417,598)		(417,598)
	GR2411 Citizen's Option for Public Safety	302,235		302,235
	GR2415 Tobacco Grant Program DOJ-PROP56-2023-24-1-019	(2,545)		(2,545)
	GR2509 Office of Traffic Safety (OTS) STEP Grant FY25	(129,695)		(129,695)
	GR2511 Citzen's Option for Public Safety (COPS/ELEAS Grant) FY2025	305,193		305,193
	GR2604 2025/2025 Alcohol Policing Partnership	35,748		35,748
	GR2606 Office of Traffic Safety (OTS) STEP Grant FY26	550,000		550,000
	Additional Appropriations for Asset Seizure	265,541		265,541
	FY 2025-26 CalPERS UAL Increased Costs	399,344	398,482	862
	Salary Realignment	141,795	141,795	-
	Recommended Personnel Changes	15,399	15,399	
		2,307,919	**555,676**	**1,752,243**
Public Works				
	Grove & Holt Intersection Widening Project Right of Way Project	1,336,000	-	742,816
	Municipal Services Center Relocation offsite improvements, bridge upgrades, and design plans phase	10,000,000	-	10,000,000
	Municipal Services Center Relocation - EIR Contribution	320,000	-	320,000
	Granada Theater rehabilitation, environmental testing, and bid advertisement	1,114,945	-	1,114,945
	Arena Entertainment District - East Plaza Project Construction	17,855,712	-	17,855,712
	Sultana Avenue Storm Drain Project Construction	2,000,000	-	2,000,000
	Flight Deck Ontario Sports Empire Baseball Stadium Restaurant Project Design and Construction	10,611,258	-	10,611,258
	Ontario Sports Empire - Baseball Stadium anticipated project savings	(50,000,000)	-	(50,000,000)
	Municipal Services Center Relocation Funding Contribution	4,000,000	-	4,000,000
	GR2504 SB 1383 Local Assistance Grant Program (OWR4)	(325,115)	-	(325,115)
	GR2518 US EPA Solid Waste Infrastructure for Recycling (SWIFR) Grant	(46,092)	-	(46,092)
	BodEV vehicle charging services	255,216	-	255,216
	FY 2024-25 Streetlight Improvements Project	197,522	-	197,522
	FY 2025-26 CalPERS UAL Increased Costs	177,615	55,956	121,659
	Recommended Personnel Changes	(5,930)	(18,804)	12,874
	Landscape Design at Ontario Mills	213,193	-	213,193
		(2,295,676)	**37,152**	**(2,926,012)**
	Total Expenditures	36,379,883	6,062,136	29,700,125
	Transfers-Out	10,725,000	-	10,725,000
	Grand Total	**$ 47,104,883**	**$ 6,062,136**	**$ 40,425,125**

City of Ontario
Detail of Recommended Budget Adjustments by Fund
Fiscal Year 2025-26
Mid-Year Budget Update

Description	Appropriation Adjustments	Revenue Adjustments	Operating Transfers-In	Operating Transfers-Out	Fund Balance Impact
GENERAL FUND					
Fund 1000 - General Fund					
Ontario Sports Empire Baseball Stadium Management Agreement with SMG	2,683,433	-	-	-	(2,683,433)
March Special Election Costs	1,255,000	-	-	-	(1,255,000)
Additional Appropriations for Contractual Services at Homeless Access Center	1,007,000	-	-	-	(1,007,000)
FY 2025-26 CalPERS UAL Increased Costs	958,233	-	-	-	(958,233)
Salary Realignment	241,761	-	-	-	(241,761)
Fire Purchase and Reimbursment for Tablet Command for Corona Dispatch Services	44,450	44,450	-	-	-
Recommended Personnel Changes	(134,064)	-	-	-	134,064
Increase Sales Tax - Bradley Burns Revenue Projection	-	3,000,000	-	-	3,000,000
Low Cost Spay and Neuter Program for Ontario Residents	25,000	-	-	-	(25,000)
GENERAL FUND TOTAL	**6,080,813**	**3,044,450**	**-**	**-**	**(3,036,363)**
SPECIAL REVENUE FUNDS					
Fund 2010 - Community Development Block Grant					**-**
Grant Closeout - GR2599_2 FY2024-25 ESG Admin	(11,888)	(11,888)	-	-	-
CDBG Grant Repayment - GR_PF2501 FY2024-25 John Galvin Park Underground Conduit & Lights Replacement (CDBG)	111,992	111,992	-	-	-
CDBG Grant Repayment - GR_TR2502 FY2024-25 Street Light Improvements	51,122	51,122	-	-	-
GR2551 CDBG Downtown Storefront Façade Improvement Program	(50,000)	(50,000)	-	-	-
CDBD Grant Repayment - GR2552 FY 2024-25 CDBG Neighborhood Preservation Program	3,175	3,175	-	-	-
GR2554 FY 2024-25 CDBG Ontario Motel Voucher Program	(62,605)	(62,605)	-	-	-
GR2570 FY 2024-25 ESG Street Outreach	4,181	4,181	-	-	-
GR2571 FY2024-25 ESG Homeless Prevention	15,927	15,927	-	-	-
Grant Closeout - GR2572 FY2024-25 ESG HMIS	(1,252)	(1,252)	-	-	-
GR2660 Emergency Rent Protection Program	13,409	13,409	-	-	-
	74,061	74,061	-	-	-
Fund 2020 - HOME Grants					**-**
GR_MS2001 HOME TBRA V	(117,690)	(117,690)	-	-	-
GR2329 HOME-ARP Administration	64,333	64,333	-	-	-
	(53,357)	(53,357)	-	-	-
Fund 2021 - Housing Grants					
GR2208 Permanent Local Housing Allocation Grant	2,672,080	2,672,080	-	-	-
	2,672,080	2,672,080	-	-	-
Fund 2220 - Measure I Valley Major Project					
Grove & Holt Intersection Widening Project Right of Way Project	742,816	742,816	-	-	-
	742,816	742,816	-	-	-

City of Ontario
Detail of Recommended Budget Adjustments by Fund
Fiscal Year 2025-26
Mid-Year Budget Update

Description	Appropriation Adjustments	Revenue Adjustments	Operating Transfers-In	Operating Transfers-Out	Fund Balance Impact
Fund 2400 - General Fund Grants					
GR_TCGA18 Transformative Climate Communities Grant Administration	1,352,439	1,352,652	-	-	213
GR2406 AmeriCorps State Continuation Grant (2023-2024)	130,401	-	-	-	(130,401)
GR2417 California For All Education (2022-23)	(28,200)	(28,200)	-	-	-
GR2605 2024-25 California For All Education Award	69,622	69,622	-	-	-
GR2409 Kaiser Permanente - Ontario Access Center	(2,348)	(2,348)	-	-	-
GR2513 Kaiser Permanente - Ontario Access Center FY25	(243)	(243)	-	-	-
GR2607 Kaiser Permanente - Ontario Access Center FY26	10,000	10,000	-	-	-
GR2609 California Library Literacy Services (CLLS) 2025 - 2026	29,802	29,802	-	-	-
GR2610 COVES Art Bridges Project FY 25-26	5,000	5,000	-	-	-
GR2312 OmniTrans Measure I Grant	(86,468)	(86,468)	-	-	-
GR2412 Recreation Youth Sports Activities and Youth Sports Programs	(44,654)	(44,654)	-	-	-
GR2506 OmniTrans Measure I Grant 2024-2026	216,402	216,498	-	-	96
GR_TCLC09 Transformative Climate Communities LCTOP - Omnitrans Transit Pass P	10,770	10,770	-	-	-
GR_TCUC10 Transformative Climate Communities Urban Canopy	323,626	323,626	-	-	-
GR_TCWS13 Transformative Climate Communities Low Income Weatherization MFS	305,193	305,193	-	-	-
GR2608 Homeland Security Grant Program (HSGP) FY24	21,267	21,267	-	-	-
GR2116 Citizens' Option for Public Safety (COPS/ELEAS Grant) FY21	19,543	19,543	-	-	-
GR2322 FY 2022 COPS Hiring Program	(417,598)	(417,598)	-	-	-
GR2411 Citizen's Option for Public Safety	302,235	302,235	-	-	-
GR2415 Tobacco Grant Program DOJ-PROP56-2023-24-1-019	(2,545)	(2,545)	-	-	-
GR2509 Office of Traffic Safety (OTS) STEP Grant FY25	(129,695)	(129,695)	-	-	-
GR2511 Citzen's Option for Public Safety (COPS/ELEAS Grant) FY2025	305,193	305,193	-	-	-
GR2604 2025/2025 Alcohol Policing Partnership	35,748	35,748	-	-	-
GR2606 Office of Traffic Safety (OTS) STEP Grant FY26	550,000	550,000	-	-	-
	2,975,490	1,492,746	-	-	(130,092)
Fund 2510 - DOJ Asset Seizure					
Additional Appropriations for Asset Seizure	265,541	-	-	-	(265,541)
	265,541	-	-	-	(265,541)
Fund 2513 - Fire Mutual Aid					
Additional Fire Mutual Aid Revenues	-	2,030,000	-	-	2,030,000
Outfitting of Fire Reserve Engines	620,000	-	-	-	(620,000)
Purchase of High Speed doors for Station 8 and Drone	260,000	-	-	-	(260,000)
Continuity of Operations Plan (COOP)	155,600	-	-	-	(155,600)
	1,035,600	2,030,000	-	-	994,400
Fund 2520 - Cable Access Fund					
Media Room Project	822,959	-	-	-	(822,959)
	822,959	-	-	-	(822,959)

City of Ontario
Detail of Recommended Budget Adjustments by Fund
Fiscal Year 2025-26
Mid-Year Budget Update

Description	Appropriation Adjustments	Revenue Adjustments	Operating Transfers-In	Operating Transfers-Out	Fund Balance Impact
Fund 2521 - Broadband / Fiber					
FY 2025-26 CalPERS UAL Increased Costs	8,248				(8,248)
	8,248	-	-	-	(8,248)
Fund 2530 - Gas Tax					
FY 2025-26 CalPERS UAL Increased Costs	6,704	-	-	-	(6,704)
Recommended Personnel Changes	47,166	-	-	-	(47,166)
	53,870	-	-	-	(53,870)
Fund 2550 - Air Quality Management District					
FY 2025-26 CalPERS UAL Increased Costs	44				(44)
	44	-	-	-	(44)
Fund 2570 - Economic Development Activities Fund					
Downtown Revitalization Property Acquisition Loan with OHA - 100 N Euclid	369,933				(369,933)
Transfer from Water Capital Fund to Economic Development Activites Fund for Ownership of 13107-13131 S Campus			10,650,000		10,650,000
Property Acquisition Loan Regarding 13107-13131 South Campus	6,840,000	-	-	-	(6,840,000)
	7,209,933	-	10,650,000	-	3,440,067
Fund 2580 - Public Art Fee Fund					
Transfer from Capital Projects Fund to Public Art Fund for the Mural Program	-	-	75,000	-	75,000
	-	-	75,000	-	75,000
Fund 2600 - Special Assessment Administration					
FY 2025-26 CalPERS UAL Increased Costs	3,959				(3,959)
Recommended Personnel Changes	16	-	-	-	(16)
	3,975	-	-	-	(3,975)
Fund 2610 - Parkway Maintenance					
Landscape Design at Ontario Mills	213,193				(213,193)
FY 2025-26 CalPERS UAL Increased Costs	283	-	-	-	(283)
	213,476	-	-	-	(213,476)
Fund 2630 - Street Light Maintenance					
FY 2025-26 CalPERS UAL Increased Costs	269	-	-	-	(269)
	269	-	-	-	(269)
Fund 2640 - Storm Drain Maintenance					
FY 2025-26 CalPERS UAL Increased Costs	4,118	-	-	-	(4,118)
	4,118	-	-	-	(4,118)
SPECIAL REVENUE FUNDS TOTAL	**16,029,123**	**6,958,346**	**10,725,000**	**-**	**3,006,875**

City of Ontario
Detail of Recommended Budget Adjustments by Fund
Fiscal Year 2025-26
Mid-Year Budget Update

Description	Appropriation Adjustments	Revenue Adjustments	Operating Transfers-In	Operating Transfers-Out	Fund Balance Impact
CAPITAL PROJECT FUNDS					
Fund 4010 - Capital Projects					
City Services Building Capital Projects Reduction due to use of General Facilities DIF Fund	(9,300,000)	-	-	-	9,300,000
Municipal Services Center Relocation offsite improvements, bridge upgrades, and design plans phase	10,000,000	8,000,000	-	-	(2,000,000)
Municipal Services Center Relocation Funding Contribution	-	1,600,000	-	-	1,600,000
Granada Theater rehabilitation, environmental testing, and bid advertisement	1,114,945	-	-	-	(1,114,945)
Arena Entertainment District - East Plaza Project Construction	17,855,712	-	-	-	(17,855,712)
Sultana Avenue Storm Drain Project Construction	2,000,000	-	-	-	(2,000,000)
Flight Deck Ontario Sports Empire Baseball Stadium Restaurant Project Design and Construction	10,611,258	-	-	-	(10,611,258)
Payment of Ontario Ranch DIF Fees for Ontario Sports Empire	606,096	-	-	-	(606,096)
Ontario Sports Empire - EIR Project Adjustment	558,488	-	-	-	(558,488)
Municipal Services Center Relocation - EIR	800,000	640,000	-	-	(160,000)
Ontario Sports Empire - Baseball Stadium Estimated Project Savings	(50,000,000)	-	-	-	50,000,000
Ontario Sports Empire - Southpark Property Acquisition	1,040,313	-	-	-	(1,040,313)
FY 2024-25 Streetlight Improvements Project	197,522	-	-	-	(197,522)
Transfer from Capital Projects Fund to Public Art Fund for the Mural Program	-	-	-	75,000	(75,000)
	(14,515,666)	10,240,000	-	75,000	24,680,666
Fund 4211 - General Facility Impact					
City Services Building Project	9,300,000	-	-	-	(9,300,000)
	9,300,000	-	-	-	(9,300,000)
Fund 4216 - Species Habitat Impact					
Ontario Sports Empire - EIR Project Adjustment	(558,488)				558,488
	(558,488)	-	-	-	558,488
Fund 4310 - Old Model Colony - Fire Impact					
Contribution to Fleet Fund for purchase of 2 Fire Pumpers	156,701	-			(156,701)
	156,701	-	-	-	(156,701)
Fund 4312 - OMC - Local Adjacent Streets					
Grove & Holt Intersection Widening Project Right of Way Project	593,184	-	-	-	(593,184)
	593,184	-	-	-	(593,184)
Fund 4410 - Ontario Ranch - Fire Impact					
Contribution to Fleet Fund for purchase of 2 Fire Pumpers	1,822,104	-			(1,822,104)
	1,822,104	-	-	-	(1,822,104)
Fund 4417 - NMC - Regional Sewer					
Western Ontario Ranch Trunk Sewer Project Initiation Contribution	100,000				(100,000)
	100,000	-	-	-	(100,000)
					-
CAPITAL PROJECT FUNDS TOTAL	**(3,102,165)**	**10,240,000**	**-**	**75,000**	**12,708,677**

City of Ontario
Detail of Recommended Budget Adjustments by Fund
Fiscal Year 2025-26
Mid-Year Budget Update

Description	Appropriation Adjustments	Revenue Adjustments	Operating Transfers-In	Operating Transfers-Out	Fund Balance Impact
ENTERPRISE FUNDS					
Fund 5010 - Water Operating					
Rate Study and Cost Analysis Services	150,000				(150,000)
Additional Legal Services	170,000				(170,000)
FY 2025-26 CalPERS UAL Increased Costs	53,744	-	-	-	(53,744)
Salary Realignment	24,109	-	-	-	(24,109)
Recommended Personnel Changes	5,339	-	-	-	(5,339)
	403,192	-	-	-	(403,192)
Fund 5011 - Water Capital					
Euclid Recycled Water Improvements Phase 3 (WRDA) Construction Reimbursement	58,333				(58,333)
Water Pressure Reducing Station Rehabilitation Construction	1,416,640				(1,416,640)
Municipal Services Center Relocation Funding Contribution	2,000,000				(2,000,000)
GR_WA1502 Euclid et al. Recycled Water Imp. Phase 2-SWRCB	(484,037)	(484,037)	-	-	-
Municipal Services Center Relocation - EIR Contribution	160,000				(160,000)
Transfer from Water Capital Fund to Economic Development Activites Fund for Transfer Ownership of 13107-13131 S Campus				10,650,000	(10,650,000)
FY 2025-26 CalPERS UAL Increased Costs	14,660	-	-	-	(14,660)
	3,165,596	(484,037)	-	10,650,000	(14,299,633)
Fund 5110 - Sewer Operating					
FY 2025-26 CalPERS UAL Increased Costs	20,477	-	-	-	(20,477)
Salary Realignment	4,713	-	-	-	(4,713)
Recommended Personnel Changes	(9,357)	-	-	-	9,357
Rate Study and Cost Analysis Services	65,000				(65,000)
	80,833	-	-	-	(80,833)
Fund 5111 - Sewer Capital					
Archibald Avenue Sewer Diversion Construction	360,225				(360,225)
North Vineyard Sanitary Sewer Project Construction	5,565,873				(5,565,873)
Piemonte Overlay Sewer Improvements Construction	270,303	-	-	-	(270,303)
Municipal Services Center Relocation Funding Contribution	2,000,000				(2,000,000)
Western Ontario Ranch Trunk Sewer Project Initiation	100,000	100,000	-	-	-
Municipal Services Center Relocation - EIR Contribution	160,000				(160,000)
FY 2025-26 CalPERS UAL Increased Costs	7,745	-	-	-	(7,745)
	8,464,146	100,000	-	-	(8,364,146)

City of Ontario
Detail of Recommended Budget Adjustments by Fund
Fiscal Year 2025-26
Mid-Year Budget Update

Description	Appropriation Adjustments	Revenue Adjustments	Operating Transfers-In	Operating Transfers-Out	Fund Balance Impact
Fund 5210 - Integrated Waste					
Municipal Services Center Relocation Funding Contribution	2,000,000				(2,000,000)
GR2504 SB 1383 Local Assistance Grant Program (OWR4)	(325,115)	(325,115)	-	-	-
GR2518 US EPA Solid Waste Infrastructure for Recycling (SWIFR) Grant	(46,092)	(46,092)	-	-	-
Municipal Services Center Relocation - EIR Contribution	160,000				(160,000)
FY 2025-26 CalPERS UAL Increased Costs	73,750	-	-	-	(73,750)
Salary Realignment	6,555	-	-	-	(6,555)
Recommended Personnel Changes	(34,292)	-	-	-	34,292
	1,834,806	(371,207)	-	-	(2,206,013)
Fund 5310 - Parking Fund					
GR2520 US Department of Energy (DOE) Energy Efficiency and Conservation Block Grant (EECBG)	218,330	218,330	-	-	-
Electric Vehicle Charging Services	255,216				(255,216)
FY 2025-26 CalPERS UAL Increased Costs	706				(706)
	474,252	218,330	-	-	(255,922)
ENTERPRISE FUNDS TOTAL	**14,422,825**	**(536,914)**	**-**	**10,650,000**	**(25,609,739)**
INTERNAL SERVICE FUNDS					
Fund 6010 - Equipment Services					
Municipal Services Center Relocation Funding Contribution	2,000,000				(2,000,000)
Municipal Services Center Relocation - EIR Contribution	160,000				(160,000)
FY 2025-26 CalPERS UAL Increased Costs	18,420	-	-	-	(18,420)
Contribution from Fire Development Impact funds for purchase of 2 Fire Pumpers	-	1,978,805			1,978,805
	2,178,420	1,978,805	-	-	(199,615)
Fund 6020 - Information Technology					
FY 2025-26 CalPERS UAL Increased Costs	37,554	-	-	-	(37,554)
	37,554	-	-	-	(37,554)
Fund 6021 - Information Technology Capital Projects					
OnCall Records Data Conversion in support of the Police RMS project.	153,045				(153,045)
Interface Drone as First Responder in support of the Police CAD project	544,993				(544,993)
Citywide WiFi Expansion and Refresh	157,321				(157,321)
	855,359	-	-	-	(855,359)

City of Ontario
Detail of Recommended Budget Adjustments by Fund
Fiscal Year 2025-26
Mid-Year Budget Update

Description	Appropriation Adjustments	Revenue Adjustments	Operating Transfers-In	Operating Transfers-Out	Fund Balance Impact
Fund 6030 - Facilities & Parks Maintenance					
GR2520 US Department of Energy (DOE) Energy Efficiency and Conservation Block Grant (EECBG) Adjustment	(218,330)	(218,330)	-	-	-
FY 2025-26 CalPERS UAL Increased Costs	17,394				(17,394)
	(200,936)	(218,330)	-	-	(17,394)
Fund 6110 - Workers Compensation					
FY 2025-26 CalPERS UAL Increased Costs	2,264				(2,264)
Recommended Personnel Changes	34,596	-	-	-	(34,596)
	36,860	-	-	-	(36,860)
Fund 6111 - General Liability					
FY 2025-26 CalPERS UAL Increased Costs	3,453				(3,453)
Recommended Personnel Changes	34,596	-	-	-	(34,596)
	38,049	-	-	-	(38,049)
INTERNAL SERVICE FUNDS TOTAL	**2,945,306**	**1,760,475**	**-**	**-**	**(1,184,831)**
TOTAL CITY FUNDS BUDGET ADJUSTMENTS	**36,375,902**	**21,466,357**	**10,725,000**	**10,725,000**	**(14,115,381)**
Fund 2310 - Ontario Housing Authority					
FY 2025-26 CalPERS UAL Increased Costs	3,981				(3,981)
Property Acquisition Loan from Economic Development Activities Fund - 100 Bloock N Euclid (1 of 10)		369,933			369,933
	3,981	369,933	-	-	365,952
AGENCY FUNDS TOTAL	**3,981**	**369,933**	**-**	**-**	**365,952**
					-
TOTAL ALL FUNDS BUDGET ADJUSTMENTS	**36,379,883**	**21,836,290**	**10,725,000**	**10,725,000**	**(13,749,429)**

RESOLUTION NO. _____

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

WHEREAS, the California State Legislature created the Local Agency Investment Fund ("LAIF") as a special fund in the California State Treasury to allow for high rates of return due to the use of large denomination instruments under California Government Code Section 16429.1 *et seq*.; and

WHEREAS, the City of Ontario ("City") participates in LAIF since the City has money in its treasury not required for immediate needs, and it is the City's best interest to place said money in approved investments yielding maximum returns; and

WHEREAS, the City Council adopted Resolution No. 2025-171 dated December 2, 2025, which provided the City's process for the investment of inactive funds in the LAIF; and

WHEREAS, the City now desires to update the individuals authorized to conduct transactions for the investment of inactive funds in LAIF and rescind all previous resolutions.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ONTARIO DOES HEREBY RESOLVE AND FIND AS FOLLOWS:

SECTION 1. Incorporation of Recitals. The above recitals are true and correct, and are incorporated herein by this reference.

SECTION 2. Authorized Personnel. The following persons are authorized to order the deposit or withdrawal of money in LAIF or their successors:

James R. Milhiser, City Treasurer
Armen Harkalyan, Deputy City Treasurer
William Quan, Deputy City Treasurer
Claudia Hernandez, Deputy City Treasurer
Luis De La Hoya, Deputy City Treasurer

SECTION 3. Rescission. Resolution No. 2025-171 is hereby rescinded.

SECTION 4. Certification. The City Clerk shall certify to the passage and adoption of this Resolution; cause the same to be entered among the original resolutions of the City; and make a minute of the passage and adoption thereof in the records of the proceedings of the City Council in the minutes of the meeting at which time same is passed and adopted.

SECTION 5. Effective Date. This Resolution is effective immediately upon adoption.

PASSED, APPROVED, AND ADOPTED this 17th day of February 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 February 17, 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 February 17, 2026.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

RESOLUTION NO. _____

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

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ONTARIO DOES HEREBY RESOLVE AND FIND AS FOLLOWS:

SECTION 1. That the City Treasurer and/or any duly-appointed Deputy City Treasurers whose names appear in this resolution are hereby authorized to open investment accounts for the City of Ontario with any bank, savings and loan association, broker dealer or other financial institution, hereinafter referred to as "broker", to purchase, sell and or deal in such notes, bonds, bills, certificates of indebtedness, warrants or registered warrants and/or other investments as are authorized for general law cities in the State of California by Chapter 4 of Part 1 Division 2 of Title 5 of the Government Code (commencing with section 53600) (hereinafter "authorized investments"), and as limited by the current investment policy of the City Council of the City of Ontario, a copy of which is attached to and made a part of this resolution, and/or such other investment policy which may be adopted by said City Council, and that all orders and instructions, written or oral, which may be given by either the City Treasurer or a duly-appointed Deputy City Treasurer; and each of whom is hereby authorized and directed to purchase, sell and/or deal in authorized investment instruments through said broker on behalf of the City of Ontario, which they may deem necessary or advisable for the City of Ontario for cash and also to make payments and to sign checks or drafts drawn upon the funds of the City of Ontario and also, to withdraw from said broker from time to time, to deliver or accept delivery of, and/or to endorse, and/or to direct the transfer of record title of, all authorized investments, and/or assets or funds that may be carried by said broker for the account of the City of Ontario, and

SECTION 2. That each of the aforesaid officers of the City of Ontario be and hereby authorized and directed to execute and deliver on behalf of the City of Ontario any customer's agreement required by broker and to enter into, execute, and deliver, any and all other agreements, documents, releases, and writings that may be required by said broker for the opening and/or continuing of said account in connection with any transaction relating to said account or to any securities or moneys of the City of Ontario whether or not in said account, provided, however, that no customer's agreement shall authorize investment in other than authorized investments, and

SECTION 3. That until broker shall receive duly written notices of change or rescission of these resolutions, said broker may rely upon the authority contained in this resolution as continuing fully effective, and the said broker may rely upon any certified copy of resolutions, specimen signatures or other writings, signed on behalf of the City of Ontario by any officer thereof; the acceptance of any other form of notice shall not constitute a waiver, of this provision, nor shall the fact that any person hereby empowered ceases to be an officer or becomes an officer under some other title, in any way affect the powers hereby conferred, until broker shall receive due written notice of change or rescission, as aforesaid, and

SECTION 4. That in the event of any change in the office or powers of persons hereby empowered, the City Council shall certify those changes to broker in writing, in the manner herein above specified, which notification, when received, shall be adequate both to terminate the powers of the person theretofore authorized, and to empower the persons thereby substituted, and

SECTION 5. That any and all orders and instructions heretofore given to said broker on behalf of the City of Ontario by any officer of the City of Ontario, are hereby in all respects ratified, confirmed and approved, and

SECTION 6. That the foregoing resolutions and the certificates actually furnished to broker by any officer of the City of Ontario, be and they hereby are made irrevocable, and shall be fully effective as to any transaction for the account of the City of Ontario notwithstanding that the account may have been temporarily closed or inactive, until written notice of the revocation thereof shall have been received by broker.

SECTION 7. That all claims approved shall be paid electronically or by checks. Checks are signed manually or digitally by the Mayor and countersigned by the City Treasurer and Executive Director of Finance. When deemed necessary, Deputy City Treasurers may sign.

SECTION 8. That Resolution No. 2025-172 is hereby rescinded.

SECTION 9. I DO FURTHER CERTIFY that the following are the signatures and titles of the persons authorized and empowered to act on behalf of the City of Ontario, pursuant to the foregoing resolutions, and this resolution is in accordance with and does not conflict with the existing ordinances and/or resolutions.

_____ _____

James R. Milhiser, City Treasurer Armen Harkalyan, Deputy City Treasurer

_____ _____

William Quan, Deputy City Treasurer Claudia Hernandez, Deputy City Treasurer

_____

Luis De La Hoya, Deputy City Treasurer

SECTION 10. This Resolution shall take effect immediately upon its adoption.

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

PASSED, APPROVED, AND ADOPTED this 17th day of February 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 February 17, 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 February 17, 2026.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

RESOLUTION NO. _____

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

WHEREAS, the City Council of the City of Ontario (the "Issuer") desires to finance the costs of constructing or acquiring certain public facilities and improvements, as provided in Exhibit A attached hereto and incorporated herein (the "Project");

WHEREAS, the Issuer intends to finance the acquisition of the Project or portions of the Project with the proceeds of the sale of obligations the interest upon which is excluded from gross income for federal income tax purposes (the "Obligations"); and

WHEREAS, prior to the issuance of the Obligations the Issuer desires to incur certain expenditures with respect to the Project from available monies of the Issuer which expenditures are desired to be reimbursed by the Issuer from a portion of the proceeds of the sale of the Obligations;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ONTARIO DOES HEREBY RESOLVE, ORDER AND DETERMINE AS FOLLOWS:

SECTION 1. The Issuer hereby states its intention and reasonably expects to reimburse Project costs incurred prior to the issuance of the Obligations with proceeds of the Obligations. Exhibit A describes either the general character, type, purpose, and function of the Project, or the fund or account from which Project costs are to be paid and the general functional purpose of the fund or account.

SECTION 2. The reasonably expected maximum principal amount of the Obligations is $500,000,000 to be issued in one or more series.

SECTION 3. This resolution is being adopted not later than 60 days after the date (the "Expenditures Date or Dates") that the Issuer will expend monies for the portion of the Project costs to be reimbursed from proceeds of the Obligations.

SECTION 4. Except as described below, the expected date of issue of the Obligations will be within eighteen months of the later of the Expenditure Date or Dates and the date the Project is placed in service; provided, the reimbursement may not be made more than three years after the original expenditure is paid. For Obligations subject to the small issuer exception of Section 148(f)(4)(D) of the Internal Revenue Code, the "eighteen-month limit" of the previous sentence is changed to "three years" and the limitation of the previous sentence beginning with "; provided, ..." is not applicable.

SECTION 5. Proceeds of the Obligations to be used to reimburse for Project costs are not expected to be used, within one year of reimbursement, directly or indirectly to pay debt service with respect to any obligation (other than to pay current debt service

coming due within the next succeeding one year period on any tax-exempt obligation of the Issuer (other than the Obligations)) or to be held as a reasonably required reserve or replacement fund with respect to an obligation of the Issuer or any entity related in any manner to the Issuer, or to reimburse any expenditure that was originally paid with the proceeds of any obligation, or to replace funds that are or will be used in such manner.

SECTION 6. This resolution is consistent with the budgetary and financial circumstances of the Issuer, as of the date hereof. No monies from sources other than the Obligation issue are, or are reasonably expected to be reserved, allocated on a long-term basis, or otherwise set aside by the Issuer (or any related party) pursuant to their budget or financial policies with respect to the Project costs. To the best of our knowledge, this City Council is not aware of the previous adoption of official intents by the Issuer that have been made as a matter of course for the purpose of reimbursing expenditures and for which tax-exempt obligations have not been issued.

SECTION 7. The limitations described in Section 3 and Section 4 do not apply to (a) costs of issuance of the Obligations, (b) an amount not in excess of the lesser of $100,000 or five percent (5%) of the proceeds of the Obligations, or (c) any preliminary expenditures, such as architectural, engineering, surveying, soil testing, and similar costs other than land acquisition, site preparation, and similar costs incident to commencement of construction, not in excess of twenty percent (20%) of the aggregate issue price of the Obligations that finances the Project for which the preliminary expenditures were incurred.

SECTION 8. This resolution is adopted as official action of the Issuer in order to comply with Treasury Regulation § 1.150-2 and any other regulations of the Internal Revenue Service relating to the qualification for reimbursement of Issuer expenditures incurred prior to the date of issue of the Obligations, is part of the Issuer's official proceedings, and will be available for inspection by the general public at the main administrative office of the Issuer.

SECTION 9. All the recitals in this Resolution are true and correct and this City Council so finds, determines and represents.

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

PASSED, APPROVED, AND ADOPTED this 17th day of February, 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 February 17, 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 February 17, 2026.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT A

DESCRIPTION OF PROJECT

Projects as part of the Capital Improvement Program (CIP) of the City of Ontario for Fiscal Year 2025-26 through Fiscal Year 2029-30, including, but not limited to the Municipal Services Center Relocation and the West Mission Wellness Center.

CITY OF ONTARIO *Agenda Report* **February 17, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Police Department Prepared By: Nicole Alvarez Department: Prepared By: Nicole Alvarez Staff Member Presenting: Mike Lorenz, Chief of Police Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 9

SUBJECT: APPROVAL OF THE MAINTENANCE SERVICES AGREEMENT AND SOLE SOURCE PURCHASE FOR EPOXY FLOORING WITH CENTIMARK

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

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

FISCAL IMPACT: The Fiscal Year 2025-26 Adopted Budget includes appropriations in Capital Projects fund for the purchase of epoxy flooring. If approved, this new agreement puts the department's total spending with CentiMark at $224,930.

BACKGROUND & ANALYSIS: The evidence storage room and processing areas were initially constructed in 2004 when the police department first created its central station. Since that date, the evidence areas have not received any improvements to maintain their work site. Upgrading the flooring with epoxy will allow the evidence unit to safely maneuver pallet jacks when transporting heavy evidence items. The installation of new epoxy flooring will reduce potential injury risks in the facility.

The Ontario Police Department's Air Support Unit utilized CentiMark for epoxy flooring this fiscal year in the amount of $74,930. The Forensic Division currently has an approved Capital Improvement Project and is requesting to use CentiMark to ensure consistency with the prior installation and to minimize disruption to Police Department operations. The City solicited additional quotes for this work; however, no additional vendors provided responsive quotes. Accordingly, the Department is requesting Council approval of a sole source purchase pursuant to the City's procurement policy, Sec. 2-6.23(c), where the Purchasing Officer determines that the nature of the subject of the contract is such that competitive proposals would be unavailing or

would not produce an advantage, and the advertisement for competitive bid would thus be undesirable, impractical, or impossible, as efforts to obtain competitive proposals did not yield additional responsive quotes. In addition, CentiMark's personnel have previously worked within Police Department facilities and have already been cleared to work within the Police Department, which supports timely scheduling and efficient completion of the work. CentiMark has requested color options on file from the previous work they have completed. This new agreement while under $150,000 puts the departments total spending with CentiMark at $224,930 therefore requiring Council approval.

CITY OF ONTARIO
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PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
MAINTENANCE SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered as of _____, by and between the City of Ontario, a municipal corporation organized under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City") and CentiMark a Corporation, with its principal place of business at 4710 Dignan St Jacksonville, FL **("Contractor").** City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing Epoxy Flooring services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for the Forensic Eposy Flooring ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from Feb 1,2026 to January 30,2027, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed One Hundred and Fifty Thousand Dollars, **($150,000)** without written approval of the City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.2.3 Deductions. City may deduct or withhold, as applicable, from each progress payment an amount necessary to protect City from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Agreement; and (4) any other sums which the City is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.2.4 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.2.5 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.2.6 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. Contractor shall provide the City with ACH payment details whereby the City shall initiate the ACH transfers to Contractor 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 Contractor is not entitled: (1) Contractor shall immediately notify the City

and the financial institution; (2) Contractor shall not withdraw any of the funds which were erroneously deposited or to which Contractor is not entitled; and (3) Contractor 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 Contractor is not entitled.

3.3 Responsibilities of Contractor.

3.3.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "A" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

3.3.4 City's Representative. The City hereby designates Scott Ochoa, City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement except for increasing compensation. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.3.5 Contractor's Representative. Contractor hereby designates Scott OakdaleProject Manager, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement.

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

3.3.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of

California. The Contractor shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.8 Period of Performance

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

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

3.3.8.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Contractor to any additional compensation.

Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.3.10 Laws and Regulations; Employee/Labor Certifications.

3.3.10.1 Compliance with Laws. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.3.10.2 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.3.10 or any of its sub-sections.

3.3.10.3 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall

require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.3.10.1.

3.3.10.4 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.3.10.1 or 3.3.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.3.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

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

3.3.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.7 Water Quality.

(A) To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the Colorado River Regional Water Quality Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and

against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.3.11 Insurance

3.3.11.1 Time for Compliance. Contractor shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

3.3.11.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits. If umbrella or excess liability coverage is used to meet any required limit(s)

specified herein, the Contractor shall provide a "follow form" endorsement satisfactory to the City indicating that such coverage is subject to the same terms and conditions as the underlying liability policy

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Agreement.

(D) Additional Insured. The City, its directors, officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

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

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Ontario, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance, deductible, or self-insurance shall be called upon to protect it as a named insured. Any insurance, deductible, or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.3.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.3.11.3(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage

excess of the Contractor's scheduled underlying coverage. Any insurance, deductible, or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Policy shall contain or be endorsed to contain such provisions. Notwithstanding the minimum limits set forth in Section 3.3.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.3.11.3(B).

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

3.3.11.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

3.3.11.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to the City.

3.3.11.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Contractor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.3.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.3.11.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences.

3.3.11.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.3.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3.13 Bonds.

3.3.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "B" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.3.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.3.13.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of

the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.3.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.3.14 Work Site.

3.3.14.1 Inspection Of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances–time or money–will be allowed as to such matters after commencement of the Services.

3.3.14.2 Field Measurements. Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies or omissions discovered shall be reported to the City immediately and prior to performing any Services or altering the condition.

3.3.15 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Services until the same is fully completed and accepted by City.

3.3.16 Warranty. Contractor warrants all Services under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or non-conformance of the Services to the Contract, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective work. . Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees required by the Scope of

services and shall be issued to the City upon final completion of the Services. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.4.2 Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, and if the total compensation is $15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable.

3.4.3 Registration/DIR Compliance. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

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

3.5 Termination of Agreement.

3.5.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

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

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

3.6 Indemnification.

3.6.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to the performance of the Services, to the extent caused by the negligent acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to such loss or damage which is caused by the sole or active negligence or willful misconduct of the City.

3.6.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any

settlement paid by City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and volunteers.

3.7 General Provisions.

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

3.7.2 Independent Contractors and Subcontracting.

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

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

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

Contractor:
CentiMark Corporation
12 Grandview Circle
Canonsburg, PA 15317
Attn: Legal Department

City:
City of Ontario
303 East "B" Street
Ontario, CA 91764
Attn: Records Management

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

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

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

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

3.7.7 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

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

3.7.9 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

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

of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

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

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

3.7.13 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

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

3.7.15 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

3.7.17 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.7.18 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7.19 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

SIGNATURES NEXT PAGE

SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND CENTIMARK

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

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

CentiMark Corporation

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

EXHIBIT "A"

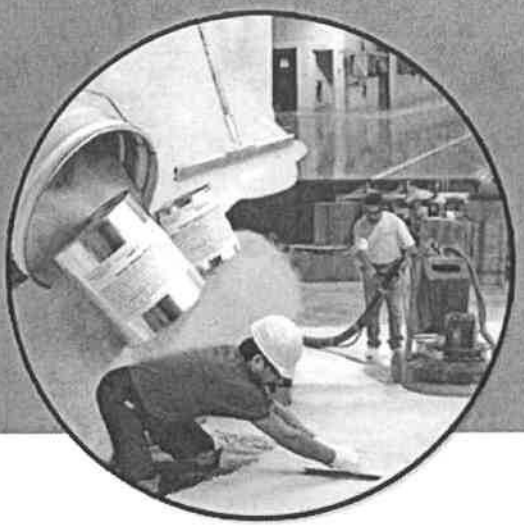
SCOPE OF SERVICES

QUESTMARK®

A Division of CentiMark Corporation



Ontario Police Department - Ontario, CA



Thank you for considering QuestMark

Prepared On: 12/02/2025

Version: 186033.1.16

Prepared For:

Customer Information

Ontario Police Department
2500 S Archibald Ave
Ontario, CA 91761-6503

Attn: Nicole Alvarez
Sr. Management Analyst

Email: nalvarez@ontariopolice.org

Location Information

Ontario Police Department
2500 S Archibald Ave
Ontario, CA 91761-6503

Attn: Nicole Alvarez
Sr. Management Analyst

Email: nalvarez@ontariopolice.org

Prepared By:

Project Manager

Scott Oakdale
QuestMark Flooring
13568 Vintage Place
Chino, CA 91710

Scott.Oakdale@centimark.com
Phone: 909-652-9280
Fax: 909-652-9291

National Account Manager

Mark Davis
QuestMark Flooring
4710 Dignan St
Jacksonville, FL 32254-3758

Mark.Davis@centimark.com
Phone: 904-328-1470
Fax: 904-328-1469

Please visit us at
www.questmarkflooring.com

State license: 497859,
1000013253, 95079 AA

See what makes QuestMark different

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QUESTMARK
Innovative Flooring and Roofing Solutions
A Division of CentiMark Corporation

12/02/2025

Nicole Alvarez
Ontario Police Department
2500 S Archibald Ave
Ontario, CA 91761-6503

Dear Nicole Alvarez,

Thank you for allowing us the opportunity to become involved with your flooring project and provide our recommendations. We have prepared the following comprehensive proposal for your consideration.

QuestMark Flooring, as a division of CentiMark Corporation, provides its customers a high level of stability and assurance through a 5A 1 Dun and Bradstreet rating as well as a comprehensive safety program

Our commitment to excellence is achieved by providing a complete offering of flooring systems and products that are supported by our experienced employee installers, project managers, technical representatives and product demonstrators.

I would like to share a few advantages in choosing QuestMark as your flooring partner:

1. Single source responsibility with turnkey installations

2. Financial strength/stability to honor warranty issues

3. Preventative maintenance and floor care programs

4. In-house training for maintenance departments

5. Special/flexible financing options

6. Ability to meet tight construction deadlines

QuestMark offers a full line of maintenance products including cleaners, pads, and equipment to keep your new floor performing for years to come. To purchase, please visit www.questmarkflooring.com/shop or ask your representative for more information about which products are best for your floor and to help you get started.

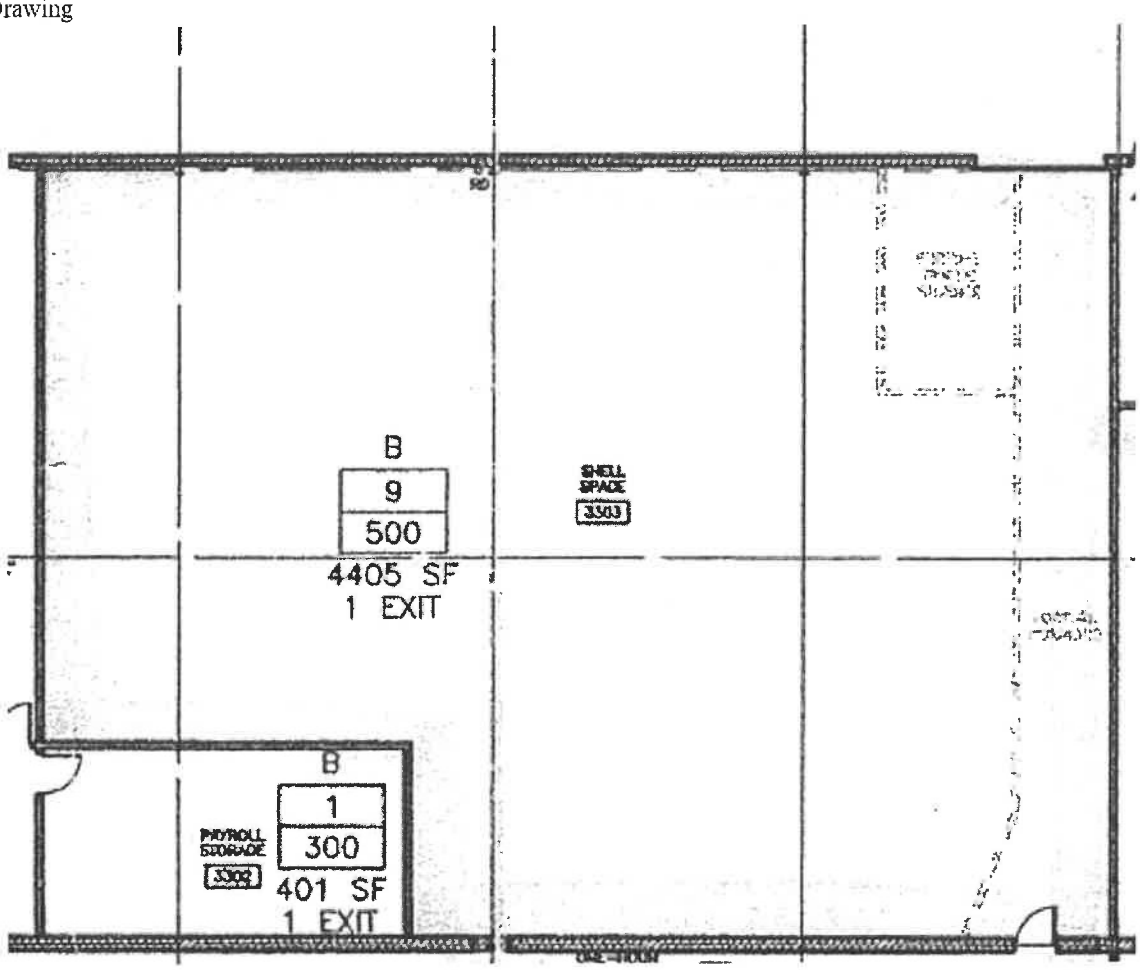
Sincerely,

Rudy Hilo

Project Manager

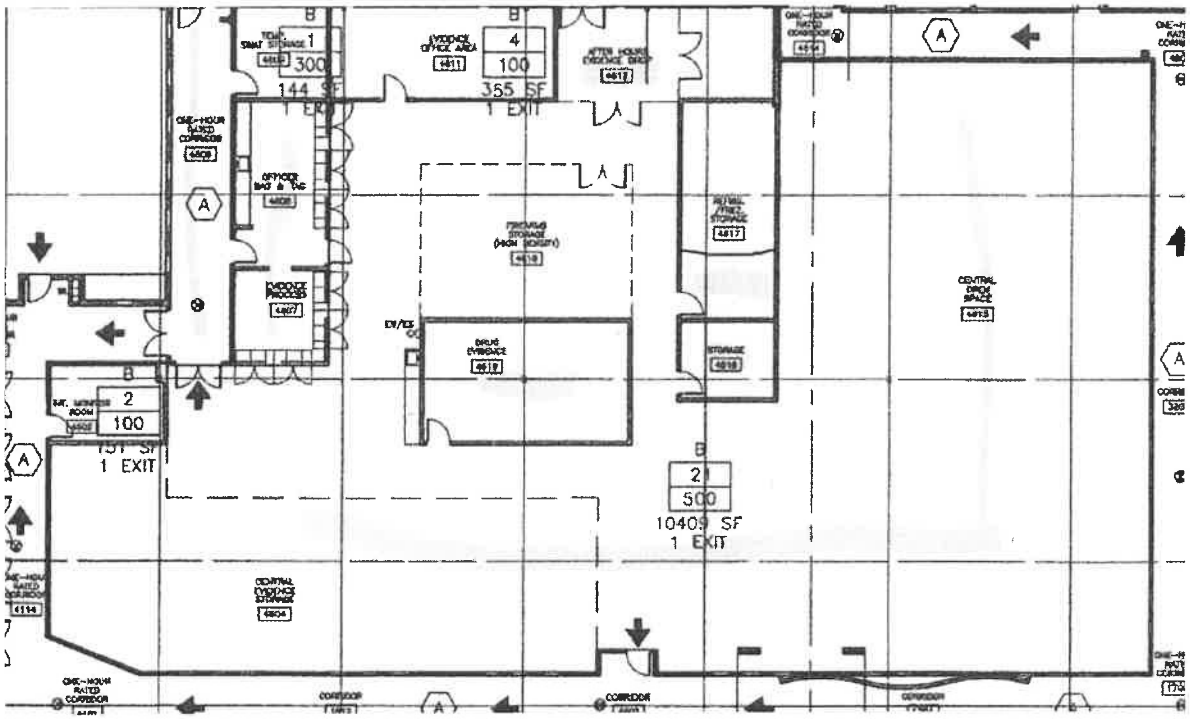
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Area: Drawing



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Area: Drawing



Defect Pictures

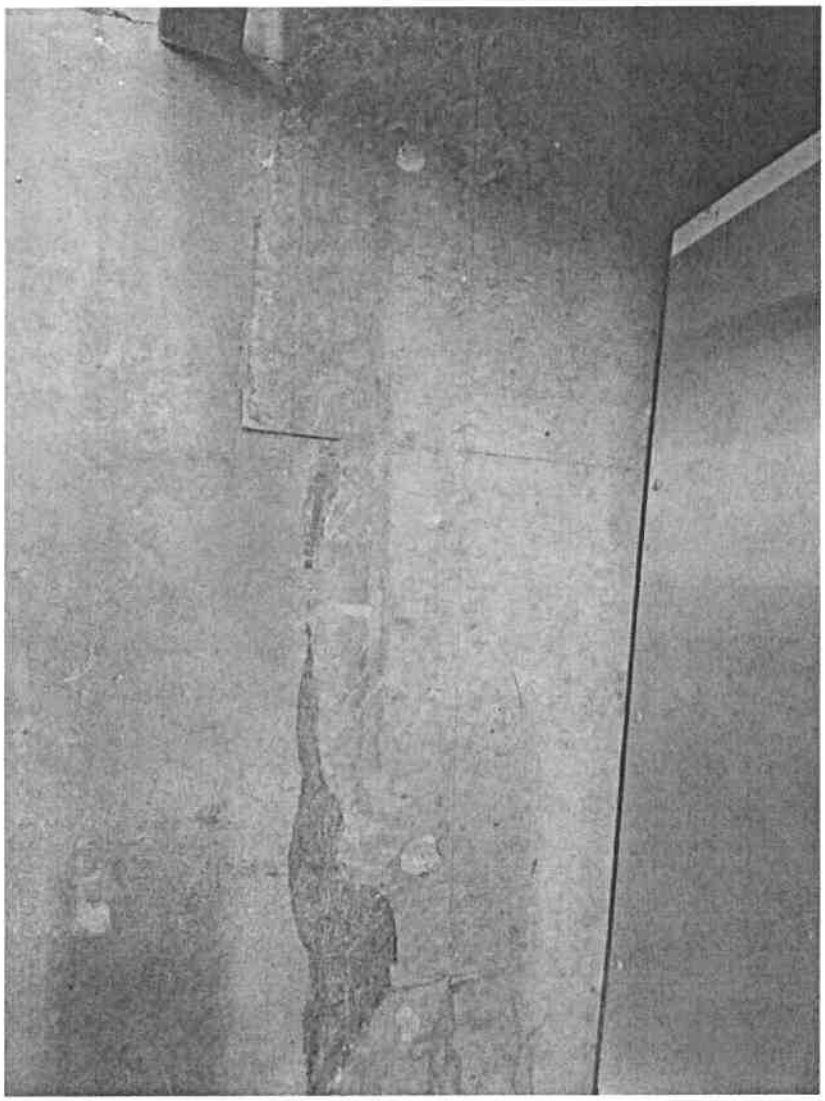
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Area: Defects



Area: Defects



Area: Defects



System Specification

Ontario Police Department
2500 S Archibald Ave
Ontario, CA 91761-6503

Specifications For QuestMark Thin Mil System

Sections included: Evidence room

Project Preparation:

Perform a pre-job meeting to determine jobsite logistics and safety requirements.

Furnish proposed construction schedule, if needed.

Safety Related - Furnish and install proper safety equipment in accordance with QuestMarks written safety program.

Surface Preparation:

Furnish and install plastic sheeting containment area around all shelfing present at the time of install.

Prepare the floor surface area utilizing our mechanically diamond grinding process. Operated on 480V, 50 amp, this method profiles the substrate through the use of metal bond diamonds while vacuuming the substrate during the process.

Patching:

Clean and fill cracks with two component, 100% solids rapid set crack filler.

Clean and fill joints with two component, polymer hybrid flexible joint sealant.

System Application:

Furnish and install 3746, a high solids pre-pigmented epoxy base coat.

Furnish and install HPS low Voc, Chemical resistant, aliphatic, high performance urethane gloss top coat.

Details:

Key in all drain edges to allow for a smooth transition.

Key in all drain edges and finish with joint sealant to allow for a smooth transition.

SOPs:

Clean up of work area - QuestMark will remove all QuestMark containers, unused materials, and tools from the premises. Customer shall designate an appropriate place for the transfer of on-site debris (concrete material from preparation, packaging materials, etc.).

Removal of asbestos containing material, if present, is not included in our specifications.

NOTE: This material may discolor from prolonged chemical attack; however, the chemical resistance is not affected.

System Specification

Ontario Police Department
2500 S Archibald Ave
Ontario, CA 91761-6503

Specifications For QuestMark Quartz System

Sections included: Motorcycle bay

Project Preparation:

Perform a pre-job meeting to determine jobsite logistics and safety requirements.

Furnish proposed construction schedule, if needed.

Safety Related - Furnish and install proper safety equipment in accordance with QuestMarks written safety program.

Surface Preparation:

Prepare the floor surface area utilizing our mechanically diamond grinding process. Operated on 480V, 50 amp, this method profiles the substrate through the use of metal bond diamonds while vacuuming the substrate during the process.

Patching:

Clean and fill cracks with two component, 100% solids rapid set crack filler.

Clean and fill joints with two component, polymer hybrid flexible joint sealant.

System Application:

Furnish and install 3746, a high solids pre-pigmented epoxy base coat.

Broadcast Quartz into wet epoxy until refusal

Furnish and install 3747, high solids, clear epoxy grout coat

Broadcast Quartz into wet epoxy grout coat until refusal

Furnish and install 3747, high solids, clear epoxy grout coat

Furnish and install HPS low Voc, Chemical resistant, aliphatic, high performance urethane gloss top coat. With Aluminum oxide broadcast adding slip resistance.

Furnish and install Apx: 221 LF of epoxy line striping

Details:

Key in all drain edges to allow for a smooth transition.

Key in all drain edges and finish with joint sealant to allow for a smooth transition.

SOPs:

Clean up of work area - QuestMark will remove all QuestMark containers, unused materials, and tools from the premises. Customer shall designate an appropriate place for the transfer of on-site debris (concrete material from preparation, packaging materials, etc.).

NOTE: This material may discolor from prolonged chemical attack; however, the chemical resistance is not affected.

Investment Summary

Ontario Police Department
2500 S Archibald Ave
Ontario, CA 91761-6503

Valid from 12/02/2025 to 02/20/2026

Quote	Section	Measurement	System	Warranty	Price
Evidence Room / Motorcycle Bay					$149,000
	Motorcycle bay	4,393 Sq. Ft.	Thin Mil	1 years*	
	Evidence room	11,161 Sq. Ft.	Thin Mil	1 years*	
* QuestMark warrants this proposed work against defects in materials and workmanship for the specified period of time stated above in accordance with the terms and conditions of QuestMark Flooring's non-prorated limited warranty.					

Options for Quote: Evidence Room / Motorcycle Bay **Section:** Evidence room

- Note: Area 4619 "Drug Evidence" has been removed from scope of work
- Additional Mobilizations : $2500 per mobilization
- Cost for Questmark provided dumpster : $1000

For internal use only, ID # 186033
Version: 186033.1.16

Project Manager Signature Date

Terms:One-third (1/3) of the contract price due at the job start and the balance due net thirty (30) upon job completion. (Special terms are available upon request)

The quotes appearing in this Proposal have been calculated based on current prices for the component building materials. However, the market for building materials is considered to be volatile, and sudden price increases could occur through no fault of QuestMark. Since the quotes are material terms of this Proposal, QuestMark exclusively reserves the right to revoke, without written notice, the quotes at any time prior to a valid purchase order or fully executed contract.









QUESTMARK

Proposal Notes & Responsibilities

Note: Area 4619 "Drug Evidence" has been removed from scope of work

Rental Equipment

If a dumpster, power and lighting are not provided for our use throughout this project and it is necessary for us to obtain rental equipment, the customer will be invoiced for the actual amount of the rentals.

Purchase Order/Contract

It is the policy of Questmark/Centimark Corporation that prior to the start of the project we are in receipt of a hard copy of your purchase order/contract or have received a signed copy of our Sales Agreement form (faxed copies are acceptable).

Terms of Payment

One third of the total cost of this project is due upon the acceptance of a purchase order as a booking deposit. All remaining amounts are due within 30 days of completion of the project. All payments due and unpaid, which are not being held pending resolution of any dispute, shall bear interest from the date payment is due at the annual percentage rate (APR) of eighteen percent (18%). In the event of any dispute arising between the parties, the customer shall be entitled to withhold ten percent (10%) of the invoiced amount, regardless of the percentage of work in question.

Jobsite Delays

Should QuestMark be delayed at any time during the progress of the project, either by the customer, a separate contractor employed by the customer, any labor disputes or by any causes beyond our control, then the time requirements for the project and price will be adjusted by a QuestMark change order. Our proposal does not include the moving of the customer's equipment, any supplies or other customer property from the specified work area(s). QuestMark asks that this be performed by the customer prior to our arrival, failure to do so may cause delays in the work, thereby adjusting the price and time frame required to complete the project.

Customer's Responsibilities

The customer is responsible for providing the following:1.480 3 phase power, permanent or adequate lighting, adequate ventilation, storage areas for shipped materials, a job site dumpster for non-hazardous materials and QuestMark with MSDS sheets if we will be working in chemical, acids or solvent areas. 2. Have the area(s) cleared of all non-permanent obstructions (i.e., toolboxes, racks, equipment, etc.). Also, have the area(s) broom swept and dry prior to our arrival and make the work area(s) accessible 24 hours per day / 7 days per week, if necessary, in order to complete the project in the time frame required. 3. Post notice to your employees to stay clear of the specified work area(s) during the application process and cure cycle; or provide your employees with proper safety equipment (respirators, glasses, etc.) if they need to be in the specified work area(s). QuestMark recommends that the customer barricade the work area where temporary trip, slip and/or other hazards may develop during the floor project.

Termination

Should the customer terminate the project for reasons of their own, and QuestMark is not in default, the customer shall reimburse QuestMark for any unpaid costs incurred during the progress of the project. In addition, the customer shall compensate QuestMark for all costs incurred and profits lost by discontinuing the work.

Customer's Representative

The customer shall designate a representative who shall be fully acquainted with the work, have the authority to issue and approve changes to the project, render decisions promptly and furnish information expeditiously in time to meet the requirements established for this work. This customer representative shall be at the work site upon completion to review the project. If the customer representative becomes aware of any fault of defect in the work, during the installation process immediately thereafter, the customer shall give prompt written notice to QuestMark.

Dust

Part of our preparation may raise concrete dust. If any site equipment is sensitive to this dust, it is advisable that such equipment be coverered prior to QuestMark's start of work. QuestMark will not assume this responsibility.

Fume Notification

The proposed flooring system includes solvent based products which may cause persons in the area to experience headaches and nausea. QuestMark Corporation will be pleased to quote a low odor system as an alternative for your consideration.

Food Disclaimer

CAUTION - All food/ingredient containers should be removed from the specified work area(s). It is advisable to have the specified area(s) closed off from your production and/or warehouse areas while our products are being installed and curing. It is possible that foods can absorb some odors and QuestMark will not be responsible for any product contaminated during the installation.

Joints

Expansion joints are part of all concrete floors. They are intended to enable the concrete to expand or contract based on a variety of external forces. You may experience hairline cracks to develop in our proposed system. This is not considered a failure and is not covered under QuestMark's warranty policy.

Water Damage Disclaimer and Exclusion

Although rare, certain floors are sometimes subjected to saturation by moisture from beneath the slab. This moisture then moves through the slab and collects beneath toppings and coatings, creating the potential for delamination from hydrostatic pressure. These conditions are very difficult, if possible to predict. If and when delamination of the floor occurs because of a moisture condition that exists beneath the concrete slab our warranty does not extend to this type of delamination. QuestMark, however, agrees on request to repair such damage on a time and materials cost basis plus expenses.

Maintenance of Your Finished Floor

QuestMark offers a complete line of soaps, detergents and cleaners especially formulated for our flooring products. Upon request, QuestMark will provide a free sample to all contract customers.

QuestMark's Responsibilities

QuestMark is responsible for providing the following: 1. A complete set of MSDS for all products used during the installation. 2. A safe/clean working environment for our employees and for the customer's employees. 3. On time turn over of the work area.

QUESTMARK SALES AGREEMENT

12 Grandview Circle, Canonsburg, PA 15317-8533 1-724-743-7777
(QuestMark is a division of CentiMark Corporation)

Job Number: **Reference Number:**

Purchaser	Job Location
Name: Ontario Police Department	Name: Ontario Police Department
Address: 2500 S Archibald Ave	Address: 2500 S Archibald Ave
City: Ontario	City: Ontario
State: CA Zip: 91761-6503	State: CA Zip: 91761-6503
Contact: Nicole Alvarez	Phone:
Phone:	Section(s):

Scope of Work

Per Proposal Dated: Version: 186033.1.16

And/or as follows:

Sales Information, Payment Terms and Warranty

Purchase Price:	Warranty to be issued in the name of:
Purchase PO#:	1.
Sales Rep: SCOTT OAKDALE	2.
Office Location: Chino, CA	Warranty Length/Yrs:
Phone: 909 652-9280	Payment Terms:
	Purchaser to initial acknowledgement of Payment Terms: _____

Purchasing Credit Information - REQUIRED

Bank Name:	Account #:
Address:	Contact:
Phone:	City :

Trade References:

1. Trade Reference:		Phone:	
Address:	City:	State:	Zip:
2. Trade Reference:		Phone:	
Address:	City:	State:	Zip:
3. Trade Reference:		Phone:	
Address:	City:	State:	Zip:

Purchaser Authorization and Acceptance

By my signature below, I certify that I have authority to bind the Purchaser and have had the opportunity to review the terms of this Agreement, including those set forth on the second page attached hereto and incorporated herein. On behalf of the Purchaser, I understand and accept said terms and agree to be bound thereby; and acknowledge that a sample copy of the Warranty (if applicable) has been provided for my review. I also authorize the release of credit information to CentiMark Corporation.

Approved and accepted by Purchaser	Printed Name and Title	Date

SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS ON SECOND PAGE

_____ INITIAL PAGE 1

QUESTMARK SALES AGREEMENT

12 Grandview Circle, Canonsburg, PA 15317-8533 1-724-743-7777
(QuestMark is a division of CentiMark Corporation)

This Sales Agreement confirms the purchase of the services and work described in the CentiMark Corporation Proposal to the Purchaser and the Sales Agreement. The Scope of Work ("Work") is limited to what is stated in the Proposal and Sales Agreement. Unless specifically stated otherwise, the Purchase Price does not include the cost of performing the Work with union labor or at prevailing wage rates; nor does it include removal or abatement of any hazardous materials, including but not limited to asbestos. In addition, unless specifically stated on the face herein, there is no warranty of any kind either expressed or implied.

Purchaser acknowledges that CentiMark Corporation ("CentiMark") has not performed any engineering, architectural or other such analysis of the structure upon which the Work is performed, and that CentiMark has not and shall not perform any consulting services, or in any way represent itself as a consultant. Moreover, Purchaser acknowledges that, if required it is responsible for obtaining any structural, engineering or other architectural analysis of the building(s) on which the Work is to be performed.

Unless otherwise stipulated on the face herein, the Payment Terms covering this Sales Agreement are: One third (1/3) down payment with balance due net 10 days from invoice. In the event Purchaser fails to pay any balance when due; then the entire balance shall immediately be due and payable. A Service Charge of one percent (1%) per month will be added to all balances past due thirty days, except that if a lesser amount is mandated by any controlling law, then the rate shall prevail. This purchase is subject to credit approval by CentiMark and Purchaser hereby gives CentiMark express authority to check the credit references of the Purchaser. **CENTIMARK CORPORATION DOES NOT ACCEPT CREDIT CARDS** as a method of payment.

Any disputes or actions relating to or arising out of the Work to be performed pursuant to this Sales Agreement shall be exclusively governed by the laws of the Commonwealth of Pennsylvania. Jurisdiction and venue of any and all causes of action or proceeding arising out of or relating to this Agreement shall be vested in the state or federal courts in Washington County, Pennsylvania. Purchaser irrevocably waives any objections it now has or may hereafter have to the convenience, fairness, or propriety of this venue.

The performance of the Work contemplated by this Sales Agreement shall be governed solely by the Terms and Conditions stated herein, and no other terms and conditions, order acknowledgement or purchase order or any other documentation furnished by the Purchaser shall be construed as an acceptance of any terms or conditions contained in such document which are inconsistent with the Terms and Conditions stated herein, unless accepted in writing by a Corporate Officer of CentiMark.

Purchaser agrees that it has informed CentiMark of all current and non-CentiMark Corporation warranties in effect for the floor covered under this Sales Agreement. Purchaser shall indemnify, protect and hold CentiMark harmless from any claims (including court costs and legal fees) damages, actions or injuries, or the termination of a non-CentiMark Corporation warranty, arising from the performance by CentiMark Corporation of the Work. To the extent noted on the face of the Sales Agreement, the exclusive warranty to be provided by CentiMark to Purchaser will be the CentiMark Corporation Non-Prorated Limited Warranty for the length of time stated on the face of this Sales Agreement, which terms and conditions shall exclusively govern all warranty matters between CentiMark and the Purchaser herein. To be valid, any changes to the Warranty must be specifically approved in writing by a Corporate Officer of CentiMark Corporation.

NOTICE

PURCHASER ACKNOWLEDGES AND AGREES THAT MOISTURE MAY HAVE ENTERED INTO THE BUILDING PRIOR TO CENTIMARK'S PERFORMANCE OF THE WORK HEREUNDER, WHICH MAY HAVE RESULTED IN MOLD GROWTH. CENTIMARK DISCLAIMS ANY AND ALL RESPONSIBILITY FOR DAMAGE TO PERSONS OR PROPERTY ARISING FROM OR RELATED TO THE PRESENCE OF MOLD, LICHEN, ALGAE, MILDEW, FUNGI, MICROBE, SPORE, MICROBE SPORE, MYCOTOXIN OR OTHER SIMILAR MICROBIAL CONDITION (MOLD) IN THE BUILDING. BY ACCEPTING THE AGREEMENT, PURCHASER AGREES TO THE FOLLOWING: 1) RELEASES CENTIMARK FROM ANY AND ALL CLAIMS PURCHASER AND PURCHASER'S INSURER, EMPLOYEES, TENANTS AND/OR ANY OTHER BUILDING OCCUPANT OR INVITEE MAY HAVE AS A RESULT OF SUCH MOLD GROWTH; AND 2) AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CENTIMARK FROM ANY AND ALL PENALTIES, ACTIONS, LIABILITIES, COSTS, EXPENSES AND DAMAGES ARISING FROM OR RELATING DIRECTLY OR INDIRECTLY TO THE PRESENCE OF MOLD ON OR IN THE BUILDING.

_____ INITIAL PAGE 2

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Ontario (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

(3) Permit the City to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__).

(Corporate Seal)

_____
Contractor/ Principal

By_____

Title_____

(Corporate Seal)

_____
Surety

By_____
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate)

Title_____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, $_____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

_____

_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

_____

_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

_____

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____
On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

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

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Ontario (hereinafter designated as the "City"), has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

_____ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ _____ Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or

attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)_____

Contractor/ Principal

By_____

Title_____

_____

(Corporate Seal) Surety

By_____

Attorney-in-Fact

Title_____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____
On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:
Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

CITY OF ONTARIO *Agenda Report* **February 17, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Utilities Prepared By: Courtney Jones 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: 10

SUBJECT: AN AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR LEGAL AND TECHNICAL SERVICES PERTAINING TO WATER MATTERS

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

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
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)
Operate in a Businesslike Manner
Pursue City's Goals and Objectives by Working with Other Governmental Agencies

FISCAL IMPACT: The proposed Amendment No. 4 to the Professional Services Agreement with Stoel Rives LLP is for legal and technical services related to water supply and water rights in the amount of $570,000 for a total not-to-exceed $1,404,000. Under the existing Agreement and proposed Amendment, expenditures will be based on negotiated billing rates. If approved, additional appropriations in the Water Operating Fund will be included in future quarterly budget updates to the City Council. There is no impact to the General Fund.

BACKGROUND & ANALYSIS: The City has historically used Nossaman LLP of Los Angeles, California, for legal and technical representation concerning water supply and water rights matters. Due to a conflict of interest on this specific water financial assessments related matter, Nossaman LLP is prohibited from representing the City. The City selected Stoel Rives LLP based on their expertise in adjudicated groundwater basins, ability to meet the City's timeframe requirements to file a challenge under the Chino Basin Watermaster Judgment, and after identifying no conflicts of interest.

The City entered into an Agreement with Stoel Rives for legal representation in March of 2022 and subsequently amended the Agreement to include additional scope of service and funding. Staff proposes Amendment No. 4 to maintain the status of ongoing legal matters, ensure the continuity of legal services central to preserving and managing Ontario's utility resources and community services, and continue efforts consistent with the City Council's direction to the City Manager to engage in settlement discussions and pursue legal actions if necessary and as appropriate.

January 20, 2026

Elizabeth P. Ewens
500 Capitol Mall, Suite 1600
Sacramento, CA 95814
D. 916.319.4667
elizabeth.ewens@stoel.com

Mr. Scott Burton
City of Ontario
303 "B" Street
Ontario, CA 91764

Re: Engagement Letter and Request for Advance Waiver of Conflicts of Interest – Amendment No. 4

Dear Mr. Burton:

Thank you for selecting Stoel Rives LLP ("Stoel Rives" or "Firm") to represent City of Ontario ("Client" or "you"). We appreciate the opportunity to act as your legal counsel. This letter, and the attached Standard Terms of Representation, set forth the terms on which Stoel Rives will provide legal services to you ("Terms of Engagement"). The term of this engagement is for the remainder of Fiscal Year ("FY") 25/26 and FY 26/27.

Scope of Engagement. You have engaged Stoel Rives to represent you in connection with the Chino Basin Watermaster litigation in the *Chino Basin Municipal Water District v. City of Chino, et al.* matter and challenge of Watermaster action/decision on November 18, 2021 to approve the FY 2021/2022 Assessment Package and a later-filed challenge of Watermaster action/decision to approve the FY 2022/23 Assessment Package, and on matters relating to the implementation of the final ruling and on other general water matters and issues ("Engagement"). Unless otherwise agreed in writing, Stoel Rives has not agreed to represent you in any other matter. If you engage Stoel Rives to represent you in any matters beyond the scope of the Engagement, these Terms of Engagement shall apply to those matters.

Client Relationship. As we have discussed, our client in the Engagement will be City of Ontario. To the extent that you have affiliates not otherwise defined in this letter as clients, you agree that our representation of City of Ontario in the Engagement does not give rise to an attorney-client relationship between Stoel Rives and any of these affiliates, and that Stoel Rives may represent clients adverse to these affiliates in matters unrelated to this Engagement.

In addition, the Engagement does not include responsibility for review of your insurance policies to determine the possibility of coverage for the claim asserted in this matter, or for notification of your insurance carriers about the matter.

The Engagement also does not include any advice or other legal services relating to federal or state securities laws, including appearing or practicing before the U.S. Securities and Exchange Commission ("SEC"), or your disclosure obligations under such laws, and we understand that you

will not, without our prior written consent, include documents or information we provide to you in any filings with federal or state securities regulators, including with the SEC.

Conflicts of Interest.

Advance Waiver. Stoel Rives represents companies, individuals, and government agencies in many matters throughout many jurisdictions. During the time we are representing you, we may represent other clients ("Firm clients") in disputes or transactions adverse to you that are not substantially related to the Engagement and do not materially limit our ability to represent you.

By signing this letter, you consent to our present and future representation of these Firm clients and other adversaries/competitors. This consent, if provided, also allows Stoel Rives to take positions adverse to either you, or any of your affiliates, in any matters (whether involving the same substantive areas of law for which you have retained the Firm or some other unrelated areas of law, and whether involving transactional, litigation, or advisory matters), so long as two conditions are met: (1) the representation does not involve any work that we have done for you; and (2) the representation would not place us in a position to use your confidential information adversely to you.

Because the work that we have been asked to perform on the Engagement is unrelated to any present matter we are handling adverse to you and under the terms of our agreement would be unrelated to any future matters we may take on adverse to you, we do not believe that there is a material risk that your confidential information will be used adversely to you. Similarly, the lack of a relationship between our work for you under the Engagement and our work for other clients – current and future – suggests to us that there is little risk that our efforts on your behalf will be affected. Although we do not believe that these factors would affect your representation, you should review this yourself.

To ensure that any consent you provide is fully informed, I welcome any questions you have and recommend that you review the issue of consent with independent counsel. Whether you actually do, however, is up to you.

Principal Attorneys Handling Your Matter(s). Mike Brown, Christopher Pooser, Whitney Brown and I will be the attorneys principally responsible for the Engagement. However, as our representation progresses and issues arise, other attorneys at Stoel Rives may become responsible for and handle certain aspects of our work for you. If you ever have any questions or concerns about how we staff matters, please do not hesitate to let me know. Otherwise, we will use our judgment to determine how to staff matters in the most cost-effective manner possible.

We are pleased to offer the City of Ontario the following rates for the lawyers and professional staff we currently expect to work on this matter. The hourly rates represent a very significant discount from our regular rates and are applicable only to this matter in FY 25/26 and FY 26/27. If the matter continues beyond FY 26/27 both parties agree to negotiate the rates and pricing

arrangement to ensure it is mutually beneficial for both parties. Although not guaranteed, it is anticipated that the Firm's future annual rate increases will be in the range of 4% - 9% per annum.

For FY 25/26:

Elizabeth Ewens - $485
Michael Brown - $595
Christopher Pooser - $570
Whitney Brown - $375.50
Ha Nguyen (paralegal) - $295

For FY 26/27:

Elizabeth Ewens - $525
Michael Brown - $610
Christopher Pooser - $585
Whitney Brown - $425
Ha Nguyen (paralegal) - $310

If other timekeepers work on this matter, we will bill them at a discount which approximates the discount being offered on the timekeepers listed above.

Unless the Client agrees in writing in advance, fees under this Engagement incurred during the remainder of FY 2025/26 shall not exceed any remaining balance under the original engagement (estimated to be $230,000) plus $170,000, and for FY 2026/27 also shall not exceed $400,000. In the event that the Client does not authorize fees to exceed this amount, and incurred legal fees are more than this amount, then the Client agrees that it will not oppose any request or motion by the Firm to withdraw as counsel.

Independent Contractor Status. In the performance of legal services under this Agreement, Firm shall be, and acknowledges that Law Firm is, in fact and under law, an independent contractor and not an agent or employee of the Client. Law Firm has and retains the right to exercise full supervision and control of the manner and methods of providing services to Client under this Agreement.

Insurance. Firm maintains errors and omissions insurance coverage that would apply to the services to be rendered under this agreement. The policy limits of the errors and omissions insurance coverage are $50,000,000.00 per claim, and $100,000,000.00 aggregate. Additionally, Firm shall maintain these various forms of insurance:

(1) Professional Liability: $50 million per claim; $100 million aggregate,
(2) Workers' Compensation: $1 million policy limit,

(3) Commercial Liability: $2 million per occurrence; $4 million aggregate,
(4) Automobile: $2 million, combined single limit,
(5) Umbrella Policy: $5 million policy limit.

Promptly following the Effective Date of this Agreement, but in no event before Firm commences any services under this Agreement, Firm shall provide evidence satisfactory to the Client that it has the above insurance coverage. The Client, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the above insurance coverage.

Billing and Payment. Unless otherwise agreed, we will send invoices for our legal fees and expenses on a monthly basis. Our invoices include narratives of the legal services performed and itemize expenses incurred by Stoel Rives in connection with the Engagement. If you would like additional information about any of our invoices, please let me know. Payment is due within 30 days after the date of the invoice. The enclosed Standard Terms of Representation contains additional information regarding our billing processes and payment terms.

Publicity. In connection with our representation of you, Stoel Rives requests, and you consent, for us to use certain information about the Engagement for the sole purpose of describing our expertise in marketing materials. Your consent here is only with respect to information about the Engagement that you have disclosed to the public.

In-Firm Communications. From time to time, issues may arise relating to our duties under the professional conduct rules that apply to lawyers. These issues may involve conflict of interest questions or even a dispute between Stoel Rives and a client over how we have handled a client matter. When such issues arise, we may seek the advice of our Firm Counsel and loss prevention partners. We consider such consultations to be attorney-client privileged communications. We believe that it is in our clients' interests, as well as Stoel Rives' interest, that when legal ethics or related issues arise during a representation, we obtain expert analysis of our obligations. Accordingly, you agree that if we determine in our own discretion during the course of the representation that it is either necessary or appropriate to consult with our internal or outside counsel, we have your consent to do so and that our representation of you shall not waive any attorney-client privilege Stoel Rives may have regarding the confidentiality of our communications with counsel.

Protected Health Information. We do not believe that this Engagement will require us to access, create, receive, use, maintain, disclose, or transmit Protected Health Information ("PHI") as that term is defined in the privacy and security rules issued under the Health Insurance Portability and Accountability Act of 1996, as amended. In the event you believe that we need to review information that constitutes PHI, we request that you communicate with us in advance of sending the information so that we can confirm that such review is necessary and, if so, sign a business associate agreement and arrange for an appropriately secure method of transmission. We request that you do not email us PHI unless you are using an email encryption program.

Governing Law & Venue. This Agreement shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Los Angeles.

If the Terms of Engagement meet with your approval, please promptly sign the letter in the space below and return a copy to me with the security deposit so that we may begin work. Please call or email me if you have any questions. Once again, let me say how pleased we are that you have entrusted Stoel Rives to represent you in the Engagement. We look forward to working with you.

Very truly yours,

Elizabeth P. Ewens

THE UNDERSIGNED ACKNOWLEDGES AND ACCEPTS THE TERMS OF ENGAGEMENT, AND CONSENTS TO STOEL RIVES' REPRESENTATION NOTWITHSTANDING THE CONFLICTS OF INTEREST DESCRIBED ABOVE.

CITY OF ONTARIO

By: _____

Title: _____

Date: _____

STANDARD TERMS OF REPRESENTATION

Fees. Unless otherwise agreed to in writing by the Client and Stoel Rives, the principal basis for computing our fees for the legal services we provide will be the amount of time spent on the matter by various lawyers and legal assistants multiplied by their individual hourly billing rates. Other factors we may consider in setting our fee include the novelty and difficulty of the questions involved; the skill required to perform the services properly; the experience, reputation, and ability of those performing the services; the time limitations imposed by the Client or the circumstances; the amount involved; and the results obtained.

Costs. We will include in our statements separate charges for services such as copying, messenger and delivery service, travel, international telephone, and filing fees. Unless otherwise agreed to in writing, the Client authorizes us to retain any investigators, consultants, or experts necessary in our judgment to represent the Client's interests in the specified matter. Their fees and expenses generally will not be paid by us, but will be billed directly to the Client.

Estimates. We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Because fees and costs are usually not predictable, we generally make no commitment to the Client concerning the maximum fees and costs that will be necessary to resolve or complete the matter. Any mention by us of fees and costs is only an estimate. It is also expressly understood that your obligation to pay our fees and costs is in no way contingent on the ultimate outcome of the matter.

Client Responsibilities. You agree to pay our statements for services and expenses as agreed in the Terms of Engagement. In addition, you agree to be candid and cooperative with us and keep us informed with complete and accurate factual information, documents, communications, and other material relevant to the subject matter of our representation or otherwise reasonably requested by us. You also agree to make any necessary business and strategy decisions in a timely manner. Because we need to be able to communicate with you regarding the representation, you agree to keep us advised of name, address, telephone number, contact person, or email address changes.

Advice about Possible Outcomes. From time to time, we may express opinions or beliefs concerning the matter or various courses of action and the results that might be anticipated. Any such statement made by any of our lawyers is an expression of opinion only, based on information available to us at the time, and should not be construed by you as a promise or guarantee.

Electronic Communications. It is likely that, during the course of this engagement, you and Stoel Rives will use electronic devices and internet services (which may include unencrypted email, mobile phones, voice over Internet, electronic data/document websites, and other technology) to communicate and transfer documents. Although the use of this technology involves some degree of risk that third parties may access confidential communications, we believe and, by signing the engagement letter, you agree that the benefits of using this technology outweigh the risk of accidental disclosure. Nevertheless, just as we have policies and systems in place designed to make our electronic communications with you reasonably secure, it is equally important that you communicate with us in a manner that reasonably protects the confidentiality of information we share and any attorney-client privilege that may apply to our communications. This means that you should not use any computers or other electronic devices, networks, or internet addresses that are owned, controlled, or may be accessed by others to send or receive confidential information to or from us. Any device you use should be password protected and not accessible for use by any third party.

Responding to Subpoenas and Other Requests for Information. If we are required to respond to a subpoena or other formal request from a third party or a governmental agency for our records or other information relating to services we have performed for you, or to testify by deposition or otherwise concerning such services, we will first consult with you as to whether you wish to provide the information demanded or assert the attorney-client privilege to the extent you may properly do so. In such circumstances, you agree that you will reimburse us for our time and expense incurred in responding to any such demand, including, but not limited to, time and expense incurred in searching for information and photocopying costs, reviewing documents, appearing at depositions or hearings, and otherwise litigating issues raised by the request.

Termination of Engagement. You may, at any time, terminate our representation upon written notice to us. We reserve the right to withdraw from our representation as required or permitted by the applicable rules of professional conduct upon written notice to you. Your termination or our withdrawal will not relieve you of your obligation to pay for services already rendered, including work in progress and incomplete at the time of termination, and to pay for all expenses incurred on your behalf by us through the termination or withdrawal date.

Conclusion of Representation; Retention and Disposition of Documents. Unless previously terminated or otherwise agreed, our representation will conclude and the attorney-client relationship will terminate automatically upon the occurrence of either of the following: first, 30 days following the date on which we send you a final statement for services rendered in the matter(s); or second, in the event a final statement for services is not sent, when 12 months have elapsed with no meaningful billable services provided to the Client. Thereafter, should you reengage us to represent you, you agree that the terms of this letter shall apply to any matters that we handle for you unless a new engagement letter has been signed. At your request, client documents and property will be returned to you upon receipt of payment for outstanding fees and costs, although we reserve the right to copy any documents we deem appropriate. Our files and documents pertaining to the matter will be retained by us for ten years after the termination of a matter, without further notice to the Client.

Post-engagement Matters. The Client is engaging us to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in the applicable laws or regulations that could impact the Client's future rights and liabilities. Unless the Client engages us after the completion of the matter to provide additional legal advice or services on issues arising from the matter, we have no continuing obligation to advise the Client on such issues or on future legal developments, including docketing milestones, making additional or continuation filings, monitoring renewal or notice dates or similar deadlines that may arise with respect to the matter, pursuing appeals, or taking other steps on the Client's behalf to protect its interests.

CITY OF ONTARIO *Agenda Report* **February 17, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Utilities Prepared By: Dennice Raygoza 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: 11

SUBJECT: **AN AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH RAFTELIS FINANCIAL CONSULTING INC. FOR WATER AND SEWER FINANCIAL COST ANALYSES**

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

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)

FISCAL IMPACT: The Proposed Amendment No. 1 to the Professional Services Agreement with Raftelis Financial Consulting Inc. (Raftelis) is for additional Water and Sewer Financial Analyses and Rate Study Services in the amount of $160,845 for a new total revised not-to-exceed amount of $215,920. Under the existing Agreement and proposed Amendment, expenditures will be based on negotiated billing rate sheets and proposals. If approved, additional appropriation in the Water and Sewer Operating Funds will be included in future quarterly budget updates to the City Council as needed. There is no impact to the General Fund.

BACKGROUND & ANALYSIS: The Ontario Municipal Utility Company (OMUC) provides safe and reliable water, recycled water, and sewer services to more than 40,000 customers within the City. OMUC is responsible for the operation, maintenance, and ongoing upgrade and expansion of the City's water, recycled water, and sewer systems, including the maintenance, repair, and replacement of aging facilities, and the installation of new facilities to meet development needs.

OMUC operates and maintains the water, recycled water, and sewer collection systems to ensure

reliable service and compliance with all applicable federal, state, and local regulations. These responsibilities include monitoring system capacities, conducting inspections, identifying deficiencies, implementing proactive measures to prevent and mitigate service disruptions, protecting public health and the environment, providing master planning efforts, and providing meter reading, customer service, and customer billing services.

The City is currently in agreement with Raftelis to provide services related to water, recycled water, and sewer infrastructure cost analyses. The City relies on a variety of revenue sources to fund the cost of replacement and new infrastructure, including utility rates, grant funding, developer contributions, and development fees, for example. The analyses focus on assisting OMUC in projecting future revenue streams to meet the cost of capital planning efforts for future infrastructure needs based on current and anticipated growth within the City.

Proposed Amendment No. 1 would expand the scope of services to include the City's next utility rate study. OMUC regularly reviews utility rates to ensure the cost of providing services is evaluated and that rate adjustments are proposed as necessary. Raftelis serves as an independent consultant assisting the City in reviewing and modeling various assumptions, inputs, and scenarios to develop long-term financial plans for water, recycled water, and sewer services. These efforts follow industry-standard practices for long-term financial planning and incorporate commonly accepted assumptions and legal criteria required for utility rate-setting.

Staff recommends approval of Amendment No. 1 to the Professional Services Agreement based on Raftelis' experience, qualifications, familiarity with the project, and performance in providing these services.

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

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND RAFTERLIS FINANCIAL CONSULTING INC.

1. Parties and Date.

This Amendment No. 1 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and **Raftelis Financial Consulting 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 **"Water and Sewer Infrastructure Cost Analysis"** dated February 9, 2026 ("Agreement").

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to add additional analysis, including a cost-of-service study for water and sewer services, extend the term of the agreement from February 1, 2026 to January 31, 2028, and increase the compensation by $160,845 for a total not-to-exceed amount of $215,920.

2.3 Amendment Authority. This Amendment No. 1 is authorized pursuant to Section 3 of the Agreement.

3. Terms.

3.1 Amendment. Section **3.1.1 - General Scope of Services** and **3.2.1 – Compensation** 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 Rate Analysis 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.

3.1.2 Term. The term of this Agreement shall be from **February 1, 2026, to January 31, 2028**, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement for no more than three (3) additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Two Hundred and Fifteen Thousand, Nine Hundred and Twenty Dollars ($215,920)** without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 1. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 1.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No.1.

3.4 Severability. If any portion of this Amendment No. 1 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND RAFTELIS FINANCIAL CONSULTING INC.

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 1 as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

Raftelis Financial Consulting Inc.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

Scope of Services

We developed the following proposed scope of services based on objectives and concerns identified by the City in our most recent discussions.

Task 1: Project Initiation and Project Management

Our project management approach emphasizes communication, transparency, and accountability in achieving project objectives. We will manage monthly invoicing, project documentation, and client correspondence, which includes holding regular project update meetings with City staff to discuss project progress, schedule, and preliminary results as they become available. We believe in a no-surprises approach to project management and ensure that the City is always informed of the project's status.

Task 1.1 – Ongoing Project Management and Quality Assurance/Quality Control (QA/QC)

This task includes general administrative duties, including client communication, billing, project documentation, and overall project administration. We assumed that staff meetings were virtual. The project manager and a senior consultant, not intimately involved with the project, will perform QA/QC on the model at each major milestone, such as the completion of the financial plan and the completion of rates.

Task 1.2 – Project Initiation and Data Collection

We propose gathering the data, reviewing it, preparing the model, and then having the kick-off meeting. Raftelis uses the kick-off meeting to perform our due diligence, ensuring stakeholders agree to the project's goals, approach, work plan, schedule, and priorities. ***We recommend that the City's legal counsel participate to provide their recommendations on the City's pricing objectives.*** Obtaining their legal counsel at the beginning of the project is an important consideration that will mitigate later revisions to the project's recommended rates. We will submit a detailed data request before the kick-off meeting. As part of the kick-off meeting, Raftelis will:

- Discern the study's major drivers
- Discuss any items that the City would like to change from the last study
- Review the data request list and pinpoint data gaps or questions
- Review the City's pricing objectives

PLANNED MEETINGS:

- One (1) virtual kick-off meeting with City staff
- Monthly virtual coordination check-in calls

DELIVERABLES:

- Data request list

- Kick-off meeting agenda
- Kick-off meeting minutes

Task 2: Water, Recycled Water & Wastewater Financial Plans

Financial Plan Model Development

This task will involve projecting budget items, including annual costs related to labor, power, materials, capital expenditures, plant investment, operating and maintenance (O&M) expenses, transfers, reserve contributions, and debt service coverage, using assumptions based on various economic factors and growth trends. ***It will also incorporate the updated water and wastewater development impact fee projections and selected approach from the Phase 1: High-Level Analysis of Ontario Ranch Water and Sewer Infrastructure Funding Project.***

We will develop forecasts of revenue requirements over the five-year planning period. Revenue requirements will be projected over the rate-setting period based on historical results, the current budget, capital improvement plans, master planning studies, existing debt service, other obligations, and current economic trends. We will examine the effect of variations in factors that impact the utility's revenue requirements and provide comparisons of potential revenue requirement scenarios for review with the City to identify the most appropriate revenue requirements for proposed rates. Projecting revenue adjustments over a multi-year planning horizon can illustrate future rate impacts and potential challenges to the City's financial situation. This will enable the City to adjust its expenses, transfers, reserve balances, and capital project schedule to mitigate rate impacts and maintain financial stability.

Develop Five-Year Cash Flow Analysis and Recommend Reserve Balances

We will develop a five-year cash flow analysis to determine the revenue adjustments needed to meet projected revenue requirements for the multi-year planning period while minimizing sharp rate fluctuations. The cash flow worksheet incorporates revenues generated from different sources, expenses needed to maintain the utility systems, any transfers in and out of the enterprise funds, as well as the coverage needed to meet current and proposed debt service requirements. The level of transfers will be considered and compared to industry standards and then evaluated in accordance with regulatory guidelines. We will also review the reserve policies to recommend appropriate reserve balances that are consistent with industry standards and the City's desire to effectively address risks associated with various factors, including emergency expenditures or revenue shortfalls.

Recycled Water Considerations for the Financial Plan

We will review the purchased water costs for direct use and recharge, and provide recommendations for updating the allocation of recycled water costs between potable and recycled water in the financial plans. The financial plan projects the revenue requirements for the test year, a necessary step in determining the cost of service for recycled water and proposed rates. The latest economic analysis of recycled water will also be factored into the financial plan's projection of baseline revenues.

PLANNED MEETINGS:

- Included with monthly coordination check-in calls as outlined in Task 1

DELIVERABLES:

- Financial plan for water, recycled water, and wastewater in Microsoft Excel

Task 3: Water, Recycled Water, and Wastewater Cost of Service

We will review and update the prior water cost of service study, which uses the AWWA-approved Base-Extra Capacity method. The Base-Extra Capacity method recognizes different usage patterns (or peaking factors) demonstrated by each customer class. We also review and update the cost of service for recycled water.

We will update the prior wastewater cost of service study, which is based on guidance found in the Water Environment Federation's Manual No. 27, *Financing and Charges for Wastewater Systems*. The City;s costs are for collection and the Inland Empire Utilities Agency (IEUA) costs are for treatment. IEUA costs will be passed through based on their rates.
The cost of service allocates costs to customer classes based on the relative responsibility of each by multiplying service units by unit costs of service. The result is the total cost responsibility required of each customer class.

PLANNED MEETINGS:

- Included with monthly coordination check-in calls as outlined in Task 1

DELIVERABLES:

- Cost of service analysis in Microsoft Excel

Task 4: Water, Recycled Water, and Wastewater Rate Calculation

Task 4.1 – Rate Calculation

We will update the prior rates. As discussed with the City, we understand that the City would like to maintain the existing rate structures. As with the prior study, the water rates have various unit costs by cost component to communicate the basis for the rates in each tier, including water supply costs, delivery costs, and peaking costs. The model will have the built-in capability to conduct various scenario analyses to address different conservation issues, such as drought, and calculate water rates under each scenario. We will update the rates for all three utilities and review the results with City staff.

Task 4.2 – Recycled Water Considerations for Rate Design

The City's recycled water infrastructure has been developed using a combination of development impact fees, grants, and water capital funds from potable rates. Raftelis will consider including a replacement component for the recycled water system in the design of the recycled rates. Raftelis will also incorporate the recommendations from the latest economic analysis, which compares the costs and benefits of recycled water rates and voluntary agreements with agricultural customers.

Task 4.3 – Customer Bill Impact Analysis

Raftelis will assess the potential financial impact on customers resulting from the updated rates. Each model will include tables and figures that show the projected rate impacts on different types of customers at various usage levels.

PLANNED MEETINGS:

- Included with monthly coordination check-in calls as outlined in Task 1

DELIVERABLES:

- Rate models in Microsoft Excel showing calculated water, recycled water, and wastewater rates and customer bill impacts

Task 5: Project Coordination and Review with City Staff

Raftelis will review the proposed water, recycled water, and wastewater rates with City Staff. The ultimate goal of this task is to develop a final recommendation of the rate structures to be presented to the City Council for approval, allowing for the issuance of Proposition 218 notices with an implementation date of July 1, 2027. This coordination will be accomplished with three (3) additional virtual meetings.

PLANNED MEETINGS:

- Up to three (3) virtual meetings with City staff

DELIVERABLES:

- Presentation materials for up to two (2) City Council meetings

Task 6: Water, Recycled Water, and Wastewater Report

The financial plan, proposed rate structures, and rate recommendations will be described in draft and final reports. These reports will include an executive summary followed by a detailed financial plan and derivation of the rates. This task includes one review cycle to incorporate comments from the City into the final report.

PLANNED MEETINGS:

- Phone calls, if needed, to discuss the reports

DELIVERABLES:

- Draft and final reports

Task 7: New Municipal Service Center Analysis

Raftelis will use the financial plan from Task 2 to evaluate funding and rate impact scenarios for the City's New Municipal Service Center.

PLANNED MEETINGS:

- Virtual meetings as needed to complete the analysis

DELIVERABLES:

- Financial plan scenarios

Exhibit C
Compensation

Fee

The following table shows our estimated hours by task, hourly billing rates, and total proposed fee. Expenses include costs associated with travel and a $ 10-per-hour technology charge, covering computers, networks, telephones, postage, and other related expenses. The fees for Tasks 1–6 are shown at the bottom.

Tasks	Virtual Meetings	In-person Meetings	Hours							Total Fees & Expenses
			SP	SG	BB	Senior Consultant	Consultant	Admin	Total	
1. Project Initiation and Project Management	15		1	24	30		30	4	89	$28,485
2. Water, Recycled Water, and Wastewater Financial Plans			4	10	24	4	60		102	$28,390
3. Water, Recycled Water, and Wastewater Cost of Service			4	10	30	4	70		118	$32,820
4. Water, Recycled Water, and Wastewater Rate Calculation			2	12	12	4	42		72	$20,310
5. Water, Recycled Water, and Wastewater Rate Review with Staff	3		2	16	12		20		50	$16,490
6. Water, Recycled Water, and Wastewater Report	2			8	16	4	70		98	$25,840
7. New Municipal Service Center Analysis	3			6	12		24		42	$11,750
Total Meetings / Hours	23	0	13	86	136	16	316	4	571	
Hourly Billing Rate			$425	$375	$295	$260	$230	$100		
Total Professional Fees			$5,525	$32,250	$40,120	$4,160	$72,680	$400	$155,135	
									Total Fees	$155,135
									Total Expenses	$5,710
									Total Fees & Expenses	$160,845

SP Sudhir Pardiwala
SG - Steve Gagnon
BB - Brian Bass
Senior Consultant
Consultant
Admin - Administration

CITY OF ONTARIO *Agenda Report* **February 17, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Police Department Prepared By: Lizceth Zazueta Staff Member Presenting: Mike Lorenz, Chief of Police Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 12

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

RECOMMENDATION: That the City Council adopt an Ordinance adopting a Military Equipment Use Policy.

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

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

BACKGROUND & ANALYSIS: Assembly Bill No. 481 (AB 481) was approved by Governor Newsom on September 30, 2021 to increase transparency, accountability, and oversight surrounding the use and acquisition of military equipment by state and local enforcement. AB 481 added Chapter 12.8, commencing with Section 7070, to the Government Code. Pursuant to Government Code section 7070 et. seq., the City Council must approve a publicly released, written Military Equipment Use Policy (Policy). The Policy must include the type, quantity, capabilities, purposes, and authorized uses of each type of military equipment owned by the law enforcement agency. Additionally, the Policy must include the acquisition and maintenance costs of the equipment, as well as the training required by any officer allowed to use the military equipment. The Policy must also include mechanisms to enforce the Policy and procedures for members of the public to register complaints or concerns about the use of military equipment.

The City Council must adopt the Policy by Ordinance after a public hearing held at a regular meeting pursuant to the Brown Act. The Policy must be posted on the Ontario Police Department website at least thirty (30) days before the public hearing. In compliance with Government Code section 7071(a)(2), the Ontario Police Department made the Policy available on the City's website at https://www.ontarioca.gov/Police on January 4, 2026, and is providing the proposed Policy to the City Council as an attachment to this staff report.

I. PURPOSE

This Department procedure establishes guidelines for the use, training, approval, and procurement of existing military equipment and future military equipment acquisitions in accordance with California Assembly Bill 481 (AB-481), codified in California Government Code sections 7070-7075. Additionally, this procedure outlines the fiscal impact and specific descriptions of existing military equipment within the Department's inventory.

II. SCOPE

This procedure applies to all members of the Department.

III. DEFINITIONS

Pursuant to AB-481, the following definitions are applicable **only** to the Department's current military equipment inventory and potential future military equipment acquisitions for operational needs. (For a more detailed list refer to Government Code Section 7070, for "military equipment" as defined within the assembly bill.)

A. "Governing body" means the City Council and Mayor.

B. "Military equipment" means the following:

1. Unmanned, remotely piloted, powered aerial or ground vehicles.
2. Armored personnel carriers and/or armored vehicles with breaching apparatus.
3. High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks.
4. Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.
5. Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
6. Weaponized aircraft, vessels, or vehicles of any kind.
7. Battering rams, slugs, and breaching apparatuses that are explosive in nature.
8. Firearms of .50 caliber or greater. However, standard issue shotguns are specifically excluded from this definition.
9. Ammunition of .50 caliber or greater. However, standard issue shotgun ammunition is specifically excluded from this definition.
10. Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to sworn members.
11. Any firearm or firearm accessory that is designed to launch explosive projectiles.
12. 'Flashbang' grenades and explosive breaching tools, 'tear gas' and 'pepperballs' excluding standard, service-issued handheld pepper spray.

13. Taser Shockwave, microwave weapons, water cannons, and the Long Range Acoustic Device (LRAD).
14. The following projectile launch platforms and their associated munitions: 40mm projectile launchers, and specialty impact munition (SIM) weapons.

C. "Military equipment use policy" refers to this Department Procedure and means a publicly released, written document governing the use of military equipment by the Department that addresses, at a minimum, all of the following:

1. A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment.
2. The purposes and authorized uses for which the Department proposes to use each type of military equipment.
3. The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment.
4. The legal and procedural rules that govern each authorized use.
5. The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any sworn member is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy.
6. The mechanisms to ensure compliance with the military equipment use policy, including which independent persons or entities have oversight authority, and, if applicable, what legally enforceable sanctions are put in place for violations of the policy.
7. The procedures by which members of the public may register complaints or concerns or submit questions about the use of each specific type of military equipment, and how the Department will ensure that each complaint, concern, or question receives a response in a timely manner.

D. "Law enforcement agency" means any of the following:

1. A police department, including the police department of a transit agency, school district, or any campus of the University of California, the California State University, or California Community Colleges.
2. A sheriff's department.
3. A district attorney's office.
4. A county probation department.

IV. MILITARY EQUPIMENT TYPES AND USAGE GUIDELINES

The Police Department recognizes that critical incidents are unpredictable and can be very dynamic in nature. A variety of military equipment options can greatly assist incident commanders, officers, and specific units in bringing those incidents to a swift resolution in a safe manner. The use of military equipment is restricted for use only in

certain instances and in some cases only by certain units. While this procedure is wide-ranging, it is not all inclusive. There may be instances wherein unpredictable critical incidents demand the need for incident commanders to authorize military equipment to be used in a manner not outlined within this procedure. In scrutinizing those particular instances, the judgment of the incident commander influenced by the totality of the circumstances, public safety, officer safety, civil rights, and information available at the time will be used.

It is incumbent upon incident commanders, supervisors, individual officers, and specific units to recognize the particular circumstances wherein military equipment should be employed to enhance the safety of the public and officers, and to bring a critical incident to a safe resolution.

The following are the various types, descriptions, and guidelines for usage of military equipment currently employed by the Police Department.

A. Unmanned remotely piloted, powered aerial or ground vehicles

1. **Small Unmanned Aircraft Systems (sUAS):** An unmanned aircraft of any type that is capable of sustaining directed flight, whether pre-programmed or remotely controlled, and all of the supporting or attached systems designed for gathering information through imaging, recording or by any other means.

   Capability: sUAS can support first responders in any hazardous incident which would benefit from an aerial perspective. These uses could include search and rescue, barricaded suspects or high-risk tactical operations, disaster response, and video and photographic documentation of crime scenes.

   Usage: sUAS are to be used by trained pilots during high-risk operations, tactical operations, disaster response, and video and photographic documentation. These pilots receive regular training and flight hours and when applicable adhere to FAA regulations.

   Training Requirements: Drone operators attended continual yearly training.

   Fiscal Impact: See Appendix A

   Lifespan: Approximately five (5) years.

   The Department currently possesses the following types of sUAS:

   a. **Parrot Anafi Thermal** (Quantity: 2)
   Manufacturer: Parrot
   Description: To balance the resolutions of the thermal image and visible image, and therefore benefit from information not visible in thermal, the displayed image is a fusion of the information from the two cameras.

Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

b. **DJI Avata** (Quantity: 3)
Description: A handheld drone designed for interior searches. The drone is controlled by a handheld remote control. It has the ability to record video for use with evidence collection.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

c. **LOKI 1** (Quantity: 6)
Manufacturer: Sky-Hero
Description: A handheld drone designed for interior searches. The drone is controlled by a handheld remote control.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

d. **LOKI 1I** (Quantity: 4)
Manufacturer: Sky-Hero
Description: A handheld drone designed for interior searches. The drone is controlled by a handheld remote control.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

e. **Evo II** (Quantity: 1)
Manufacturer: Autel Robotics
Description: A handheld drone designed for exterior searches. The drone is controlled by a handheld remote control. It has the ability to record video for use with evidence collection.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

f. **Mini 2** (Quantity: 2)
Manufacturer: DJI

Description: A handheld drone designed for exterior searches. The drone is controlled by a handheld remote control. It has the ability to record video for use with evidence collection.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

g. **Mavic 3 Enterprise** (Quantity: 8)
Manufacturer: DJI
Description: A handheld drone designed for exterior searches. The drone is controlled by a handheld remote control. It has the ability to record video for use with evidence collection.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

h. **Matirce 30T** (Quantity: 4)
Manufacturer: DJI
Description: A handheld drone designed for exterior searches. The drone is controlled by a handheld remote control. It has the ability to record video for use with evidence collection.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

i. Skydio X10 with dock (Quantity: 6)
Manufacturer: Skydio
Description: Small unmanned aerial system equipped with a camera that streams and records vital intelligence to officers. The drones are deployed from their respective dock which houses and charges them. Designed to provide situational intelligence prior to and after officers arrive on scene. The X10's are installed in docks throughout the city and flown by an operator at the station allowing for immediate response to calls. The Skydio platform streams video intelligence to officer's providing actionable intelligence to improve not only the safety of officers but the safety of the public as well.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: 6 additional Skydio X10’s and docks

2. **Small Unmanned Tracked Robots:** An unmanned tracked robot of any type that is capable of being remotely controlled as well as all of the supporting or attached systems designed for gathering information through imaging, recording or by any other means.

   Capability: Small Unmanned Tracked Robots can support first responders in any hazardous incident which would benefit from a ground level perspective. These uses could include barricaded suspects or high-risk tactical operations, disaster response, and use in crawl spaces or confined isolated areas to assist in searches for suspects or evidence.

   Usage: Small Unmanned Tracked Robots are to be used exclusively by the SWAT unit during high-risk operations, disaster response, and in crawl spaces or confined isolated areas to assist in searches for suspects or evidence.

   Training Requirements: SWAT Officers regularly train on safe robot deployment in a variety of operational settings.

   Fiscal Impact: See Appendix A

   Lifespan: Dragon Runner – Lifespan varies with operational usage and wear.

   The Department currently possesses the following types of Small Unmanned Tracked Robot:

   a. **Dragon Runner** (Quantity: 1)
      Manufacturer: QinetiQm
      Description: Lightweight, expandable, and one-man portable robot that offers protection and support to officers. Designed to provide situational awareness by 'scouting out' while the officers remain at a safe distance.

      Designed for rapid tactical missions, the robot is simple to operate and quick to deploy for searching rooms, hallways, stairwells, and confined spaces. With rubber tracks, the Dragon Runner effortlessly climbs stairs. It also includes an extendible rotating claw arm that simplifies opening door handles.
      Concerns & Complaints Received: None
      Internal Audit Results & Responses: None
      Total Annual Cost: None
      Future Acquisition Plans: Unknown

   b. **MKI** (Quantity: 2)
      Manufacturer: Sigyn
      Description: Small hand-deployable remote-control robot with audio listening capabilities.

Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

B. Armored Personnel Carriers

1. **BearCat:** An armored rescue vehicle capable of providing high ballistic protection, cover, limited breaching capability, and transport of officers and/or civilians at critical incidents and high-risk tactical operations.

   Capability: BearCats can support first responders in any hazardous, high risk, or critical incident which would benefit from having a vehicle that provides a high level of ballistic protection.

   Usage: These uses could include active shooters, armed barricaded suspects, hostage situations, high-risk tactical operations, disaster response, officer/citizen rescues, and CBRNE (Chemical, Biological, Radiological, Nuclear, and Explosive) attacks and detection.

   Training Requirements: Officers authorized to operate the BearCat are required to successfully complete in house training on its capabilities and must complete a driving assessment during the training period.

   Fiscal Impact: See Appendix A

   Lifespan: Approximately 20 years depending on operational usage and wear.

   The Department currently possesses the following types of BearCats:

   a. **BearCat G2** – 2 Door Model (Quantity: 1)
   Manufacturer: Lenco
   Description: The Lenco BearCat G2 is the standard armored rescue vehicle for special operations units within the US Law Enforcement community. The G2 has excellent on-road driving characteristics and maneuverability in tight urban settings. The large floor plan seats 10–12 fully equipped officers or citizens.
   Concerns & Complaints Received: None
   Internal Audit Results & Responses: None
   Total Annual Cost: $505.45
   Future Acquisition Plans: Unknown

   b. **BearCat G3** – 4 Door Model (Quantity: 1)
   Manufacturer: Lenco

Description: The BearCat G3 provides Lenco's proven armor system in a ruggedized off-road platform. The G3 utilizes the same body design, interior features and tactical options as the G2, but it comes standard with a heavier duty upgraded suspension and off-road tires, rims & run flats to provide enhanced off-road performance. The increased ground clearance and robust suspension allows for emergency response in rural regions and natural disaster scenarios where standard armored rescue vehicles would experience challenges.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: $972.56
Future Acquisition Plans: Unknown

c. **BearCat G3 w/ P3E MARS Ramp System** – 3 Door Model (Quantity: 1)
Manufacturer: Lenco
Description: The BearCat G3 provides Lenco's proven armor system in a ruggedized off-road platform. The G3 utilizes the same body design, interior features and tactical options as the G2, but it comes standard with a heavier duty upgraded suspension and off-road tires, rims & run flats to provide enhanced off-road performance. The increased ground clearance and robust suspension allows for emergency response in rural regions and natural disaster scenarios where standard armored rescue vehicles would experience challenges. This armored rescue vehicle is outfitted with the P3E MARS ramp system which allows officers to safely make entry into or rescue citizens from elevated structures.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: $219.30
Future Acquisition Plans: Unknown

d. **Rook** – (Quantity: 1)
Manufacturer: Ring Power
Description: The Rook is a tracked armored vehicle capable of deploying officers into a critical incident or rescue citizens during a critical incident. It features several attachments capable of moving objects, or vehicles to aide in the peace resolution of a critical incident. The attachments and vehicle also can be used in various natural disaster incidents.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: $113.42
Future Acquisition Plans: Unknown

e. SPOT Quadraped (Quantity: 1)
Manufacturer: Boston Dynamics

Description: Small quadraped robot designed to provide situational awareness by 'scouting out' while officers remain at a safe distance. Designed for rapid tactical missions, the robot is simple to operate and quick to deploy for searching rooms, hallways, stairwells, and confined spaces. With four legs, SPOT effortlessly climbs stairs, traverses obstacles. It also includes a fully articulated arm with gripper that can move objects and open doors. SPOT features a 360 camera, PTZ camera, and thermal camera for situational awareness.
Concerns & Complaints Received: None
Internal Audit Results and Responses: None
Total Annual Cost: None
Future Acquisition Plans: None

C. Command and Control Vehicles

1. **Mobile Command Vehicles:** Completely self-contained command posts designed to provide the Incident Commander with a mobile base of operation.

   Capability: As a mobile base of operation, these vehicles contain specialized command, control, and communications equipment to assist with this mission.

   Usage: Mobile Command Vehicles are to be utilized as an Incident Command Post for planned or unplanned events. Vehicles are also equipped with specialized equipment to assist with numerous types of incidents.

   Training Requirements: Officers are frequently train in the operations of Command vehicles.

   Fiscal Impact: See Appendix A

   Lifespan: No lifespan indicated by manufacturer. Dependent on operational usage and wear.

   The Department currently possesses the following types of Mobile Command Vehicles:

   a. **SWAT Special Equipment Vehicle** – (Quantity: 1)

      The SWAT Special Equipment Vehicle is a non-armored vehicle used by SWAT personnel to transport special weapons and equipment to the scene of critical incidents. Once at an incident, it is also used as a SWAT and Tactical Operations Center (TOC).

      Manufacturer: Custom Built International Chassis

Description: This vehicle is a custom build. It is capable of transporting various SWAT equipment to a critical incident. It is also outfitted with various radio and computers to aide the Incident Commander.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: $1,171.52
Future Acquisition Plans: Unknown

b. **CP131 – Command Post Vehicle** - (Quantity: 1)
Manufacturer: Custom Built Freightliner Chassis
Description: This vehicle is a custom-built truck which allows officers to aide in communicating with subjects during critical incidents or can be utilized as a command post during any type of situation.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: $1,703.70
Future Acquisition Plans: Unknown

D. Explosive Breaching Equipment

1. **Explosive Breaching Equipment:** During crisis situations, it may become necessary for a SWAT team to facilitate an entry into a target location. It is critical the point of entry is breached quickly and as safely as possible. A quick and effective breach is one key to a successful tactical mission**.** In some instances, an explosive breach may be required to provide an added degree of safety and tactical advantage in order to accomplish a mission.

   A variety of specialized breaching equipment consisting of explosive materials are possessed by the Department. Explosive Breaching Equipment can only be used exclusively by the SWAT team's dedicated breaching personnel.

   Capability / Usage: Explosive breaching, the use of explosive materials to affect a breach, can be an effective option in SWAT team tactics. An effective breach is a design where the least amount of explosive material is used and still accomplishes its goal. An effective Explosive Breach can defeat fortified doors and walls. Effective breaching techniques allow tactical officers immediate entry with minimal risk to victims, officers, and suspects. An Explosive Breach should only be utilized after taking into consideration the overall mission, officer and citizen safety, the overall construction of the structure, the presence of unstable chemicals, explosives, or incendiary materials, and whether other means of mechanical breaching would be effective and safe to use. The option to use an explosive breach shall be at the discretion of the SWAT Commander.

   Training Requirements: Only SWAT Officers that are certified Explosive Breachers are authorized to utilize explosive breaches. SWAT Explosive Breachers must successfully complete a certified Explosive Breaching Course.

Additionally, SWAT Explosive Breachers must maintain proficiency with the use and handling of explosives and explosive breaching techniques.

Fiscal Impact: See Appendix A

Lifespan: Approximately five (5) years.

The Department currently possesses the following types of Explosive Breaching Equipment:

a. **Explosive Breaching Equipment Kit** – (Quantity: See Below)
Explosive Breaching Equipment consists of:
1. 50 grain Detonation Cord (69,200 gr.)
2. C2 sheets (1,540 gr.)
3. Shock-tube Blasting Cap (1,879 gr.)
Manufacturer: Southwest Explosives
Description: Explosive breaching, the use of explosive materials to affect a breach, can be an effective option in SWAT team tactics. An effective breach is a design where the least amount of explosive material is used and still accomplishes its goal.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

2. **Breaching Shotguns and Breaching Ammunition:** During crisis situations, it may become necessary for a SWAT team to facilitate an entry into a target location. It is critical the point of entry is breached quickly and as safely as possible. A quick and effective breach is one key to a successful tactical mission**.** In some instances, a breach initiated by a breaching shotgun loaded with specialized breaching rounds may be required to provide an added degree of safety and tactical advantage in order to accomplish a mission.

Specialized Breaching Rounds, also referred to as TKO round, are frangible and are designed to break into a powder form upon impact with a solid object (i.e., dead bolt lock, door frame, etc.)

The Department possesses a limited inventory of Breaching Shotguns and Breaching Shotgun Ammunition. Breaching Shotguns are to be used exclusively by trained members of the SWAT team.

Capability / Usage: Shotgun breaching, the use of a breaching shotgun to affect a breach, can be an effective option in SWAT team tactics. An effective breach is a design where the least amount of breaching shotgun rounds is used and still accomplishes its goal. An effective shotgun breach can defeat fortified doors and

locks. Effective breaching techniques allow tactical officers immediate entry with minimal risk to victims, officers, and suspects.

Training Requirements: SWAT team members regularly train on the use of shotgun breaching.
Fiscal Impact: See Annual Military Report

Lifespan: Remington 870 Police Magnum – Limited lifetime warranty. Lifespan varies on operational usage and wear

Breaching Shotgun Ammunition – Five (5) year limited warranty. Five (5) year shelf life.

The Department currently possesses the following types of breaching shotguns and breaching shotgun ammunition:

a. **Remington 870 Police Magnum –** (Quantity: 5)
Manufacturer: Remington
Description: The Remington 870 Police Magnum pump-action shotgun is a rugged 12-gauge with a short barrel backed by a stout 3" chamber. The all-matte black gun is parkerized for generalized durability and rust-resistance. Both the pump action for-end and stock are robust and tough synthetic.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

b. **TKO 12-Gauge Breaching Shotgun Rounds** – (Quantity: 60)
Manufacturer: Defense Technology
Description: The 12-Gauge TKO Breaching Round is a 12-Gauge shell loaded with a compressed zinc slug, utilizing smokeless powder as a propellant. This is a widely used method to breach door locks or hinges for entry during tactical operations. When properly deployed, the TKO is capable of defeating door lock mechanisms, doorknobs, hinges, dead bolts, safety chains, and pad locks on both wooden or hollow core doors. Upon impact with the target, the zinc slug disintegrates into a fine powder eliminating fragmentation.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

E. Firearms of .50 Caliber or greater

1. **.50 Caliber Rifles:** A heavy-duty, bolt-action rifle rated for .50 caliber ammunition that is capable for delivering precision rifle fire at great distances with effective results.

   Due to the ever-increasing number of deadly incidents involving vehicle borne attacks and fortified structures both in Southern California and around the country, the SWAT Sniper Team currently employs the use of a .50 caliber rifle to address the unique operational needs presented by these threats.

   The requirement and implementation of a .50 caliber rifle are now the standard for many SWAT Teams both in the US and abroad to combat vehicular threats that may arise out of conventional SWAT operations or domestic and international terror attacks.

   Capability / Usage: These weapons provide the capability to pierce hard armor, multiple layers of mild steel, or substantial brick, concrete and other materials that may give hard cover to potential suspects. In limited circumstances, these weapons can also be used to disable the engine block of a vehicle posing a clear and present threat to the public (i.e., a vehicle laden with explosives).

   Training Requirements: SWAT Snipers receive specific .50 caliber rifle training and must undergo regular training and weapons qualifications to be able to deploy the .50 caliber rifle.

   Fiscal Impact: See Appendix A

   Lifespan: EDM ARMS – Barrel life rated to approximately 20,000 rounds.

   a. **EDM ARMS Windrunner -** (Quantity: 1)
      Manufacturer: Bushmaster Firearms
      Description: The Windrunner is built to outshine all previous standards for long-range accuracy.
      Concerns & Complaints Received: None
      Internal Audit Results & Responses: None
      Total Annual Cost: None
      Future Acquisition Plans: Unknown

F. Ammunition of .50 caliber or greater

1. **.50 Caliber Rifle Ammunition:** Rifle ammunition manufactured specifically for .50 caliber Special Application Rifles. This caliber is also referred to as .50 BMG.

   Match Ammunition: Designed for when greater distance from a target is encountered and accuracy is needed. Match ammunition rounds excel against heavy barriers and penetrating thick glass.

Fiscal Impact: See Appendix A

Lifespan: Approximately 10-year shelf life.

a. **A-Max Match Ammo - .50 BMG 750 grain** (Quantity: 10,750)
Manufacturer: Engel Ballistic Research
Description: 50BMG match grade 750 grain. Match ammunition rounds excel against heavy barriers and penetrating thick glass.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

G. Specialized firearms and ammunition of less than .50 caliber, including assault weapons

1. **AR-15 Rifles:** A semi-automatic shoulder-fired long gun that fires a rifle caliber cartridge. The Department-approved AR-15 style weapon system is designed to fire a .223/5.56 caliber projectile.

Capability/Usage: The rifle caliber carbine provides officers the ability to engage hostile suspects at distances generally greater than the effective distance of their handguns. Additionally, AR-15 rifles offer advantages over handguns, such as increased accuracy potential and the ability to defeat soft body armor but are not appropriate for every situation.

Training Requirements: All officers attend a POST rifle course and regularly qualify with their rifle. SWAT Officers partake in regular rifle training, and consistent weapons qualifications to maintain proficiency with the AR-15.

Fiscal Impact: See Appendix A

Lifespan: Colt M4 Carbine LWRC IC-45 – Barrel life rated to approximately 12,000 rounds.

Colt M4 Carbine – Barrel life rated to approximately 12,000 rounds.

a. **Colt M4 Carbine LWRC M6IC** (Quantity: 132)
Manufacturer: LWRC International
Description: Colt style M4 rifle chambered in .223 caliber. These rifles are outfitted with a collapsible stock and flashlight.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

b. **Colt M4 Carbine** (Quantity: 150)
Manufacturer: Colt Manufacturing LLC
Description: Colt M4 rifle chambered in .223 caliber. These rifles are outfitted with a collapsible stock.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

2. **.308 Caliber Rifles:** Rifle's chambered in a .308 caliber round. These rifles are set up as a semi-automatic rifle or a bolt action. They can be outfitted with various optics and accessories depending on the mission.

Capability / Usage: The .308 rifle provides SWAT Snipers and Air Support personnel the ability to engage hostile suspects at great distances with accuracy. The .308 rifle platform are typically deployed with the SWAT Team during high-risk SWAT operations and special events or instances wherein Sniper Over Watch Teams are needed. These rifles can also be deployed by the Ontario Air Support Unit for similar situations.

Training Requirements: SWAT team members and the Air Support Unit regularly train and qualify with various weapons systems including the .308 rifle to maintain proficiency.

Fiscal Impact: See Appendix A

Lifespan: HK 91 – Barrel life rated to approximately 3,000 to 6,000 rounds.
Tactical Ops Tango 51– Barrel life rated to approximately 5,000 rounds.
Sig Sauer 716 – Barrel life rated to approximately 3,000 to 6,000 rounds.

Fiscal Impact: See Appendix A

a. **HK 91 Rifle** (Quantity: 1)
Manufacturer: Heckler and Koch
Description: Semi-automatic .308 rifle with optic attached.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

b. **Tactical Ops Tango 51 .308 Bolt Action Rifle** (Quantity: 6)
Manufacturer: Accuracy International

Description: The bolt action Tango 51 is chambered in .308 caliber and is a bolt action rifle.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

c. **Sig Sauer 716 Rifle** (Quantity: 2)
Manufacturer: Sig Sauer
Description: Semi-automatic .308 rifle with optic attached.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

3. **MP-5 Submachine Guns:** A compact, modular, lightweight, shoulder fired, submachine gun capable of semi-automatic or automatic fire chambered in 9mm.

Capability / Usage: The MP-5 submachine gun provides the ability to deliver precision gun fire with a shoulder fired weapons system that is accurate, reliable, and safe. Its compact design allows for ease of maneuverability when operating in the open or within interior environments. The use of the MP-5 submachine gun is relegated to SWAT officers.

Training Requirements: Officers authorized to carry the MP-5 have completed numerous hours of live fire and movement training. Additionally, officers authorized to use the MP-5 must complete weapons qualifications on a regular basis to maintain proficiency.

Fiscal Impact: See Appendix A

Lifespan: Barrel life rated for approximately 50,000+ rounds.

a. **HK MP5 Submachine Gun** (Quantity: 8)

Manufacturer: Heckler & Koch
Description: Probably the most popular series of submachine guns in the world, it functions according to the proven roller-delayed blowback principle. Tremendously reliable, with maximum safety for the user, easy to handle, modular, extremely accurate and extraordinarily easy to control when firing.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

4. **.223 Caliber or 5.56mm Rifle Ammunition:** Rifle ammunition manufactured specifically for rifles chambered in 5.56mm or .223 Remington. Currently there are two types of .223/5.56mm caliber rifle ammunition in use operationally by the Department.

   Capability / Usage: .223 caliber or 5.56mm rifle ammunition used in conjunction with an AR-15 type rifle provides officers the ability to engage hostile suspects at distances generally greater than the effective distance of their handguns. Rifle ammunition fired from AR-15 rifles offer advantages over handguns, such as increased accuracy potential and the ability to defeat soft body armor but are not appropriate for every situation. For the SWAT Team, the AR-15 is the primary weapons system utilized by the team. SWAT Officers regularly utilize the AR-15 as their primary weapons system on tactical operations.

   Training Requirements: Officers receive POST training and regularly qualify with their weapon.

   Fiscal Impact: See Appendix A

   Lifespan: Approximately 10-year shelf life.

   The Department currently possesses the following types of .223 caliber or 5.56mm rifle ammunition:

   a. **Federal – FMJ .223 55 grain** (Quantity: 75,500)
      Manufacturer: Federal
      Description: American Eagle rifle ammunition offers consistent, accurate performance at a price that's perfect for high-volume shooting. The loads feature quality bullets, reloadable brass cases and dependable primers.
      Concerns & Complaints Received: None
      Internal Audit Results & Responses: None
      Total Annual Cost: None
      Future Acquisition Plans: Unknown

   b. **Federal – Gold Dot .223 62 grain** (Quantity: 11,000)
      Manufacturer: Federal
      Description: Gold Dot Duty Rifle brings proven bullet technology to rifle platform. Gold Dot rifle bullets are optimized to ensure expansion out of barrels down to 10" at a wide variety of velocities out to 200 yards.
      Concerns & Complaints Received: None
      Internal Audit Results & Responses: None
      Total Annual Cost: None
      Future Acquisition Plans: Unknown

5. **.308 Caliber Rifle Ammunition:** Rifle ammunition manufactured specifically for rifles chambered in .308 Winchester. Currently there are various types of .308 Winchester caliber rifle ammunition in use by the Department.

   Fiscal Impact: See Appendix A

   Lifespan: Approximately 10-year shelf life.
   The Department currently possesses the following types of .308 Winchester ammunition:

   a. **Federal.308 Winchester LE308TT2 Ammunition** (Quantity: 4,000)
      Manufacturer: Federal
      Description: Tactical bonded ammunition is made exclusively for law enforcement. It is designed to defeat barriers with minimal deflection.
      Concerns & Complaints Received: None
      Internal Audit Results & Responses: None
      Total Annual Cost: None
      Future Acquisition Plans: Unknown

H. Flashbangs, Chemical Agents, Chemical Agent Delivery Devices, and Pepper Ball Launchers

1. **Noise Flash Diversionary Devices (NFDD):** Canisters that emit a loud noise and bright light.

   Capability / Usage: Diversionary Devices are capable of releasing large amounts of stored energy in the form of heat, light, pressure, and noise. They are intended to temporarily distract, confuse, and disorient subjects. They can also be used as "attention-getting" devices. Diversionary Devices are to be used exclusively by the SWAT team. Noise Flash Diversionary Devices can be used in high-risk tactical operations as an attention getting device. They can also be used during high-risk warrants, and hostage rescue incidents to provide an added degree of officer safety by disorienting subjects.

   Training Requirements: SWAT Officers regularly train on safe device deployment in a variety of operational settings.

   Fiscal Impact: See Appendix A

   Lifespan: Defense Technology Multi Port Distraction Device – Five (5) year shelf life.

   Liberty Dynamics Distraction Device –Five (5) year shelf life.

   The Department currently possesses the following types of Diversionary Devices:

a. **Defense Technology Multi Port Distraction Device** (Quantity: 60)
Manufacturer: Defense Technology
Description: These noise flash diversionary devices have a highly reliable functionality and very precise delay times.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

b. **Defense Technology Multi-bang** (Quantity: 2)
Manufacturer: Defense Technology
Description: This distraction device is capable of multiple consecutive detonations on one device.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

c. **Low-roll Distraction Device (Training Device)** (Quantity: 50)
Manufacturer: Defense Technology
Description: Training device utilizes the same deployment methods with minimal load for training purposes.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

d. **Liberty Dynamics Distraction Device** (Quantity: 138)
Manufacturer: Liberty Dynamics
Description: This diversionary device has the binary energetic material contained within the Enhanced Noise Flash Diversionary device allows for drastically lowered volatility levels, creating a vastly safer and more reliable noise-flash event.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

2. **Chemical Agents and Chemical Agent Delivery Devices**: Compounds, devices, and delivery systems utilized by SWAT, Mobile Field Force, and patrol officers. Compounds can include irritants such as Chlorobenzalmalononitrile (CS) or an inflammatory agent such as Oleoresin Capsicum (OC) or Pava (synthetic OC). Chemical agents can be liquid, powder, or gaseous. Delivery systems can be pyrotechnic, blast dispersion, OC Fogger, or aerosol.

Chemical agent delivery devices consist of the following:

> **Gas Ram:** A metal device resembling a handheld pointed battering ram that can be loaded with a chemical agent canister. The gas ram can be used to introduce chemical agents into a location by piercing the wall, door, or roof of a structure.
>
> **Burn Safe:** A cylindrical metal container designed to contain a pyrotechnic chemical agent canister and reduce fire hazard upon deployment into a structure.

Capability / Usage: Depending on the delivery method, chemical agents are capable of being introduced in close proximity or from a distance. Depending on the type of delivery system and/or quantity, chemical agents can be used to saturate individual suspects, violent crowds, or areas of varied size. Chemical agents are to be used by the SWAT Team, Mobile Field Force, and/or patrol officers. Generally, during high-risk tactical incidents chemical agents can be used to dislodge a suspect from a stronghold location with the least possible danger to citizens, police, and the suspect. Chemical agents can also be used to prevent an armed suspect from accurately firing at citizens and/or officers. They can also be used in limited instances during civil unrest to disperse violent crowds.

Training Requirements: Officers receive regular training on the deployment and use of chemical agents. Officers are required to pass annual qualifications with the use of chemical agents and chemical agent delivery systems in order to maintain proficiency.

Fiscal Impact: See Appendix A

Lifespan: Defense Technology Chemical Agent Canisters and Munitions - Five (5) year shelf life.

Chemical Agent Delivery Devices - No lifespan indicated by manufacturer. Lifespan varies on operational usage and wear.

The Department currently possesses the following types of chemical agents:

a. **SPEDE-HEAT CS Model -** (Quantity: 16)
Manufacturer: Defense Technology
Description: The Spede-Heat CS munition is a high volume, continuous burn it expels its payload in approximately 20-40 seconds. The payload is discharged through four gas ports on top of the canister, three on the side and one on the bottom. This munition holds approximately 2.9 oz. of active agent.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None

Total Annual Cost: None
Future Acquisition Plans: Unknown

b. **40mm Liquid Ferret -** (Quantity: 169)
Manufacturer: Defense Technology
Description: These launchable munitions are capable of being deployed into a structure, through barriers, to deploy chemical agent into a structure at a safe distance.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

c. **Chemical Agent CS Pocket Tactical – Model 1016** (Quantity: 6)
Manufacturer: Defense Technology
Description: The Pocket Tactical CS munition is small, and lightweight. The 0.9 oz. of active agent will burn approximately 20-40 seconds. At 4.75 in. by 1.4 inches in size, it easily fits in most tactical pouches.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

d. **Maximum HC Smoke Model 1073 -** (Quantity: 13)
Manufacturer: Defense Technologies
Description: Pyrotechnic smoke grenade used for concealment or as a signaling device.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

e. **37mm Multiple Foam Baton – Model 6299** (Quantity: 379)
Manufacturer: Defense Technology
Description: The 37mm foam baton round contains three foam projectiles.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

f. **40mm Skat Shell – Model 6172** (Quantity: 62)
Manufacturer: Defense Technology
Description: The 40mm Skat shell is designed to deliver multiple CS canisters from a 40mm launcher. It has a maximum effective range of 80-100 yards.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None

Total Annual Cost: None
Future Acquisition Plans: Unknown

g. **Instantaneous Blast CS – Model 1042** (Quantity: 52)
Manufacturer: Defense Technology
Description: The instantaneous blast CS munition is designed for indoor or outdoor use; this munitions powder is expelled upon initiation of a small internal detonator that has sufficient force to split the canister at six machined groves on the outside surface.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

h. **Pocket Tactical Saf-Smoke – Model 1017** (Quantity: 38)
Manufacturer: Defense Technology
Description: This munition is small and lightweight. It will burn approximately 20-40 seconds.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

i. **CS Flameless Tri-Chamber – Model 1032** (Quantity: 38)
Manufacturer: Defense Technology
Description: The flameless tri-chamber allows the contents to burn within an internal can and disperse the agent safely with reduced risk of fire.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

j. **CS Triple-Chaser Canister – Model 1026** (Quantity: 52)
Manufacturer: Defense Technology
Description: The triple-chaser CS consists of three separate canisters pressed together with separating charges between each. When deployed, the canisters separate and land approximately 20 feet apart allowing increased area coverage.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

k. **40mm Muzzle Blast – Model 6042** (Quantity: 79)
Manufacturer: Defense Technology

Description: The 40mm muzzle blast CS round is widely used as a crowd management tool for the immediate and close deployment. .
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

l. **Gas Ram – Chemical Agent Delivery Device** (Quantity: 3)
Manufacturer: Custom build
Manufacturer Description: The gas ram is a double walled container constructed of steel designed to contain the flames of a pyrotechnic chemical agent canister. There is a large metal probe attached to one end designed to penetrate walls to deploy the chemical agent inside a structure from outside.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

m. **Burn Safe – Chemical Agent Delivery Device** (Quantity: 2)
Manufacturer: Burn Safe
Manufacturer Description: The Burn Safe is a double walled container constructed of aluminum. It is designed to contain the flames inside the inner chamber thereby reducing the probability of starting a fire. The Burn Safe allows the introduction of significant amounts of pyrotechnic non-lethal chemical agent into the target, which increases the probability of a successful resolution.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

3. **Pepper Ball Launchers and Pepper Ball Munitions:** A non-lethal munitions system that employs paint ball launchers to fire "pepper balls" that contain powdered synthetic OC in place of the paint. The pepper ball delivery system combines chemical agent exposure with kinetic energy impact to aid in its effectiveness in addressing armed and/or violent individuals or crowds. Pepper ball munitions also include glass breaking rounds.

Capability / Usage: Pepper ball launchers give officers the ability to address an armed and/or violent suspect(s) with a non-lethal munition that delivers both chemical agent and kinetic energy impact. This combination can be extremely effective in gaining compliance or reducing threat potential with an armed and/or violent suspect(s). Due to its design, pepper balls can be delivered from a larger standoff distance allowing for an added degree of officer safety. Pepper ball launchers and pepper ball munitions can be used to address armed and/or violent individuals or crowds, limited instances of violent civil unrest, suicidal

individuals, and individuals believed to possess or have immediate access to a deadly weapon. Pepper ball munitions can be effective in driving suspects from confined spaces or vehicles.

Training Requirements: Officers undergo regular live fire proficiency training. Additionally, Officers are required to qualify with pepper ball launchers on a consistent basis to maintain proficiency.

Fiscal Impact: See Appendix A

Lifespan: Pepper Ball Launcher – No manufacturer life span indicated by manufacturer.

Pepper Ball Munitions – Approximately three (3) year shelf life.

The Department currently possesses the following types of pepper ball launchers and pepper ball munitions:

a. **Tippman FTC Pepper Ball Launcher** (Quantity: 12)
Manufacturer: Tippman
Manufacturer Description: The Tippmann FTC paintball marker is a compact marker launcher.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

b. **PepperBall Live –** (Quantity: 3,300)
Manufacturer: PepperBall
Description: A potent and powerful concentration of PAVA pepper powder. One round of LIVE-X contains 2% PAVA.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

c. **PepperBall Glass Breaker –** (Quantity:140)
Manufacturer: PepperBall
Description: Used to break side glass of vehicles and residential glass windows.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

d. **PepperBall Inert –** (Quantity: 3,000)
Manufacturer: PepperBall
Description: Containing a harmless, scented powder, this projectile is best suited for training, qualifications, and direct impact when chemical exposure is not desired.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

I. Extended Range Impact Weapons, Projectile Launcher Platforms, Munitions, and Specialty Impact Munitions (SIM)

1. **40mm Launchers (Projectile Launch Platforms):** A single shot or multi-shot Extended Range Impact Weapon launcher capable for firing a variety of 40mm rounds. The Department also has a limited inventory of 37mm launchers that share the same characteristics as 40mm launchers but are chambered for 37mm munitions.

Capability / Usage: 40mm launchers are capable of firing a variety of munitions with a maximum effective range of one hundred twenty (120) feet. 40mm launchers can deliver 40mm munitions in the form of chemical agents, and sponge baton rounds. The 40mm launchers utilized with less lethal sponge baton rounds are designed to impact armed and/or violent suspects so officers can gain compliance, overcome resistance, or prevent serious injury or death to bystanders, officers, and the suspect. 40mm single launchers combined with less lethal 40mm sponge baton rounds are authorized to be used by any officer that has been trained in its use and maintains current qualifications.

Training Requirements: Officers that have been trained in the use of the 40mm single launcher undergo thorough training in its use. Additionally, officers trained in the use of the 40mm single launcher must pass annual qualifications to maintain proficiency.

Fiscal Impact: See Appendix A

Lifespan:

Defense Technology 40mm Launchers – Two (2) year limited warranty. No lifespan indicated by manufacturer. Dependent on operational usage and wear.

Defense Technology 37mm Launchers – No lifespan indicated by manufacturer. Lifespan varies on operational usage and wear.

The Department currently possesses the following types of 40mm launchers:

a. **Def Tech – Model 1425** (Quantity: 15)
Manufacturer: Defense Technology
Description: The 40mm will fire standard 40mm Less Lethal ammunition, up to 4.8 inches in cartridge length.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

b. **LMT – 40mm Launcher** (Quantity: 32)
Manufacturer: Lewis Machine & Tool
Description: The 40mm will fire standard 40mm Less Lethal ammunition, up to 4.8 inches in cartridge length.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

c. **LMT – Model 203** (Quantity: 2)
Manufacturer: Lewis Machine & Tool
Description: The 40mm will fire standard 40mm Less Lethal ammunition, up to 4.8 inches in cartridge length.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

d. **Def-Tec – Model 1415** (Quantity: 4)
Manufacturer: Defense Technology
Manufacturer Description: The 37mm will fire standard 37mm Less Lethal ammunition, up to 8 inches in cartridge length.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

e. **Def-Tec 40mm 6-Shot Launcher** (Quantity: 2)
Manufacturer: Defense Technology
Description: Designed for riot and tactical situations, the 40mm 6-Shot Launcher is low-profile and lightweight, providing multi-shot capability in an easy to carry launcher.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

2. **40mm Ammunition:** The 40MM round is a sponge baton cartridge. The sponge round has a blue-colored nose with a black base. The casing is stainless.

   Fiscal Impact: See Appendix A

   Lifespan: Five (5) year shelf life.

   The Department currently possesses the following types of 40mm direct impact ammunition:

   a. **eXact iMpact 40mm Sponge Round – Model 6325** (Quantity: 500)
   Manufacturer: Defense Technology
   Description: The eXact iMpact 40 mm Sponge Round is a point-of-aim, point-of-impact direct-fire round. This lightweight, high-speed projectile consisting of a plastic body and sponge nose that is spin stabilized via the incorporated rifling collar and the 40 mm launcher's rifled barrel. Used for Crowd Control, Patrol, and Tactical Applications.

J. Night Vision Equipment and Infrared Sighting Systems

1. **Night Vision Optical Devices:** A night-vision device (NVD), also known as night optical/observation device (NOD) or night-vision goggles (NVG) is an optoelectronic device that allows images to be produced in low levels of light approaching total darkness.

   Capability / Usage: Night Vision Optical Devices provide the user the ability to see an enhanced image during darkness. The use of this equipment allows a tactical advantage for officers especially when operating in low light or dark environments. The majority of SWAT tactical operations occur at night or are conducted in low light environments. Having NVD's allows for SWAT Officers to have a tactical advantage and an added degree of officer safety when operating in those conditions. The use of NVD's is extremely advantageous during high-risk operations, hostage rescue, active shooter, and tactical operations in a wide range of environments.

   Training Requirements: SWAT Officers maintain proficiency by continual training and annual weapons qualifications with NVD's.

   Fiscal Impact: See Appendix A

   Lifespan: Approximately 10,000 hours.

   The Department currently possesses the following types of Night Vision Optical Devices:

   a. **Pinnacle Gen3 Night Vision –** (Quantity: 30)

Manufacturer: Night Vision Depot
Description: Pinnacle Gen3 Night Vision Device is a compact, lightweight, high-performance white phosphor dual-tube goggle.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

b. **L3 Warrior –** (Quantity: 3)
Manufacturer: L3
Description: The L3 Warrior Night vision scope can be attached quickly to the rifle to allow for enhanced vision during night time operations. It works in conjunction with the rifle's optics for improved vision.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

2. **Infrared Sighting Systems:** A device attached to a firearm to aid in target acquisition. Unlike optical and iron sights where the user looks through the device to aim at the target, laser sights project a beam onto the target that provides a visual reference point. This device is used in conjunction with NVD's to aid in rapid and accurate target acquisition.

Capability / Usage: This equipment, when combined with NVD's, provide the user the ability to see an enhanced image during low light conditions or darkness. The use of this equipment allows for a tactical advantage for officers. It allows officers to obtain accurate and rapid target acquisition especially when operating in a multitude of low light or dark environments. Most SWAT operations occur at night or are conducted in low light environments. Having NVD's in conjunction with infrared sighting systems allows for SWAT Officers to have a tactical advantage and an added degree of officer safety when operating in those conditions. The use of NVD's combined with infrared sighting systems are extremely advantageous during high-risk operations, hostage rescue, active shooter, and tactical operations in a wide range of environments. Infrared sighting systems are to be used exclusively by the SWAT Unit. Night Vision optical enhancement devices combined with infrared sighting systems may be utilized during tactical missions with approval from the SWAT Commanding Officer or SWAT Executive Officer.

Training Requirements: SWAT Officers maintain proficiency by continual training and annual weapons qualifications with NVD's and infrared sighting systems.

Fiscal Impact: See Appendix A

Lifespan: Approximately 10,000 hours.

The Department currently possesses the following types of infrared sighting systems:

a. **MAWL IR Designator** (Quantity: 30)
Manufacturer: B.E. Meyers
Description: The MAWL has an IR light and IR laser which work in conjunctions with night vision devices to illuminate and aide in aiming a weapon system.

V. USAGE OF MILITARY EQUIPMENT WHEN COLLABORATING WITH OTHER LAW ENFORCEMENT AGENCIES

On occasion, the Department may be required to assist other law enforcement agencies in a formal Law Enforcement Mutual Aid Request (LEMA) or support with day-to-day operational collaboration (i.e., pursuits, investigative unit assistance, joint law enforcement operations, etc.).

In certain mutual aid or operational collaboration circumstances, it may be necessary for sworn Department members to utilize military equipment in order to fulfill an assigned mission (i.e., civil unrest, SWAT requests, barricaded suspects in a vehicle, etc.). When sworn Department members utilize military equipment in instances of mutual aid or law enforcement collaboration, the following shall apply:

A. Department members are required to adhere to the Department's Military Equipment Procedure and **all** policies and procedures outlined within the Ontario Police Department's Policy and Procedures Manual, regardless of operational jurisdiction.

B. Should the Police Department request mutual aid from another law enforcement agency within the City and military equipment is required during the course of the response, the following shall apply:

1. The Ontario Police Department will remain in charge of the overall incident command.

2. The Incident Commander or designee will brief the supervisor from the assisting agency and inform them of the mission, enforcement posture, and any pertinent information related to the incident.

3. The assisting agency will adhere to their respective policies and procedures, particularly those governing the use of military equipment.

4. If the Incident Commander or their designee is informed of or witnesses the utilization of military equipment by an assisting agency inconsistent with the guidelines set forth in this procedure, the Incident Commander may elect to

cancel the request for mutual aid or re-assign the assisting agency to a different support mission.

VI. APPROVAL OF MILITARY EQUIPMENT BY GOVERNING BODY

A. Pursuant to AB-481 all military equipment acquired and/or in use by the Department shall be approved by the governing body by adopting a military use policy. This approval by the governing body must be granted prior to any of the following:

1. Requesting military equipment made available pursuant to Section 2576a of Title of the United States Code. This section is also commonly referred to as the Defense Logistics Agency 1033 Program. The Police Department does not participate in the 1033 Program.
2. Seeking funds for military equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
3. Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
4. Collaborating with another law enforcement agency in the deployment or other use of military equipment within the territorial jurisdiction of the governing body.
5. Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
6. Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of, military equipment.
7. Acquiring military equipment through any other means.

B. In seeking approval of the government body for any specified military equipment, the Department shall submit a proposed military equipment use policy to the governing body and make those documents available on the Department's internet website at least 30 days prior to any public hearing concerning the military equipment at issue.

1. The proposed or final military equipment use policy shall be made publicly available on the Department's internet website for as long as the military equipment is available for use.

VII. ANNUAL MILITARY EQUIPMENT REPORT

A. Pursuant to AB-481, the Department shall submit to the City Council an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter for as long as the military equipment is available for use. The Department shall also make each annual military equipment report required by this section publicly available on its internet website for as long as the military equipment is available for use. The Commanding Officer or their designee shall be responsible for the preparation and submission of the annual military equipment report. The annual military equipment report shall, at a

minimum, include the following information for the immediate previous calendar year for each type of military equipment:

1. A summary of how the military equipment was used and the purpose of its use.
2. A summary of any complaints or concerns received concerning the military equipment.
3. The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response, consistent with state law employee privacy restrictions.
4. The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
5. The quantity possessed for each type of military equipment.
6. If the Department intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

B. Within 30 days of submitting and publicly releasing the annual military equipment report, the Department shall hold at least one community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and the Department's funding, acquisition, or use of military equipment.

C. The City Council will determine, based on the annual military equipment report, whether each type of military equipment identified in the report has complied with the standards for approval as set forth by AB 481. If the City Council determines that a type of military equipment identified in the annual military equipment report has not complied with the standards as set forth by AB 481, it may either disapprove a renewal of the authorization for that type of military equipment or require modifications to this military equipment use procedure in a manner that will resolve lack of compliance.

VIII. MILITARY EQUIPMENT USAGE ACCOUNTABILITY

A. The use of military equipment is subject to individual Department Policies and Procedures, and is restricted for use only in certain instances and in some cases, only by certain units. It is incumbent upon incident commanders, supervisors, and individual officers to recognize the specific circumstances wherein military equipment should be employed to enhance the safety of the public and officers and to bring a critical incident to a safe resolution.

B. Department members are bound to adhere to Department Policies and Procedures, in addition to state and local laws and ordinances when employing the use of the military equipment at any time. Violations of the law or Department Policies or Procedures may result in criminal or administrative investigations and/or actions.

C. Administrative Investigations concerning complaints related to military equipment will be conducted in accordance with department policy. These investigations may be subject to review by the Office of the Chief of Police to ensure that compliance with this military equipment procedure is maintained.

D. Any corrective action or discipline imposed as a result of a violation of this Department Procedure will be administered in accordance with the department policy, relevant employee organization memorandum of understanding (MOU), Civil Service Rules, and state law.

IX. MILITARY EQUIPMENT MAINTENANCE AND INVENTORY

All military equipment shall be maintained and inventoried in accordance with department policy.

X. MILITARY EQUIPMENT COMPLAINTS AND INQUIRIES

In some instances, the application and use of military equipment can cause questions and/or concerns for members of the community. It is of vital importance that community members' questions regarding the application and use of military equipment are addressed.

The Police Department is committed to full and fair investigation of citizen complaints. As such, the Department has sound internal procedures for thorough and impartial investigations of citizen complaints. Resolving complaints in a fair, impartial, and expeditious manner will ensure the consistent high level of integrity and efficiency maintained by the Department.

A. Complaints directly related to the application or use of military equipment shall be handled in accordance with department policy.

B. The Police Department values open communication and transparency. Community questions and/or concerns regarding the application and use of specified military equipment should be addressed in the following manner:

1. Via the Department internet website where the public can email specific military equipment related questions to the Department.
2. At pre-determined Community Engagement Meetings related to military equipment.
3. At City-Council Meetings related to military equipment.
4. In all other circumstances, the public should be directed to the Department Military Equipment Procedure and Annual Military Equipment Report available on the Department's internet website.

MILITARY PROCEDURE APPENDIX – A
FISCAL IMPACT – Fiscal Year 2025 (July 2024 – June 2025)

Equipment Name and Model / Manufacturer	Initial Cost	Ongoing Annual Cost FY25 (approximate)
Loki I	$13,600	Varies on Usage
Anafi Thermal	$7,439	Varies on Usage
Evo II	$1,825	Varies on Usage

Equipment Name and Model / Manufacturer	Initial Cost	Ongoing Annual Cost FY25 (approximate)

Dragon Runner	$46,000	Varies on Usage

Equipment Name and Model / Manufacturer	Initial Cost	Ongoing Annual Cost FY25 (approximate)
Bearcat G2 (2 Door)	$205,568	Varies on Usage
Bearcat G3 (4 Door)	$315,835	Varies on Usage
Bearcat G3 (Ramp)	$302,609	Varies on Usage
Rook	$570,000	Varies on Usage

Equipment Name and Model / Manufacturer	Initial Unit Cost	Ongoing Annual Cost FY25 (approximate)
SWAT Equipment Vehicle	$271,715	Varies on Usage
CP131	$124,708	Varies on Usage

Equipment Name and Model / Manufacturer	Initial Cost	Ongoing Annual Cost FY25 (approximate)
Explosive Breaching Kit	$3,850	$202,010 (total SWAT equipment budget)

Equipment Name and Model / Manufacturer	Initial Cost	Ongoing Annual Cost FY25 (approximate)
Remington 870 Breaching Shotgun	$800 Each	$121,390 (total ammo budget)
TKO 12 Gauge Breaching Shotgun Rounds	$8.15 Per Box (6)	$121,390 (total ammo budget)

Equipment Name and Model / Manufacturer	Initial Cost	Ongoing Annual Cost FY25 (approximate)
Windrunner .50 cal	$7,144	Varies on Usage
Match Ammunition - .50 BMG .510" 750 grain	$59 Per Box (10)	$121,390 (total ammo budget)

Equipment Name and Model / Manufacturer	Initial Cost	Ongoing Annual Cost FY25 (approximate)
AR-15 Colt LWRC	$1,949 Each	Varies on Usage
.308 Semi-auto HK91	$3,899 Each	Varies on Usage
.308 Tango 51	$7,999 Each	Varies on Usage
HK MP5	$3,275 Each	Varies on Usage
.380 Sig Sauer 716	$1,350 Each	Varies on Usage
Federal FMJ 55 grain	$179 Per Case	$121,390 (total ammo budget)
Gold Dot .223 62 grain	$287 Per Case	$121,390 (total ammo budget)
HSM 750g A-Max .308	$49 Per Box	$121,390 (total ammo budget)

Equipment Name and Model / Manufacturer	Initial Cost	Ongoing Annual Cost FY25 (approximate)
Def Tec Flashbang	$38.60 Each	$70,150 (total SWAT equipment budget)
Def Tec Multi-bang	$70.00 Each	$70,150 (total SWAT equipment budget)
Training Flash Bang	$58.50 Each	$70,150 (total SWAT equipment budget)
Liberty Dynamics Flash Bang	$18,694 Total	$70,150 (total SWAT equipment budget)
SPEDE Heat	$33.05 Each	$70,150 (total SWAT equipment budget)
40mm CS Ferret	$26.15 Each	$70,150 (total SWAT equipment budget)
Pocket Tactical CS	$28.00 Each	$70,150 (total SWAT equipment budget)
Maximum HC Smoke	$32.60 Each	$70,150 (total SWAT equipment budget)
37mm Foam Baton	$24.50 Each	$70,150 (total SWAT equipment budget)
40mm Skat Shell	$40.65 Each	$70,150 (total SWAT equipment budget)
Instantaneous Blast CS	$54.60 Each	$70,150 (total SWAT equipment budget)
Pocket Tactical Smoke	$32.60 Each	$70,150 (total SWAT equipment budget)
CS Flameless Tri Chamber	$46.25 Each	$70,150 (total SWAT equipment budget)
CS Triple Chaser	$46.25 Each	$70,150 (total SWAT equipment budget)
40mm Muzzle Blast CS	$26.75 Each	$70,150 (total SWAT equipment budget)
Gas Ram	$3,250 Each	$70,150 (total SWAT equipment budget)
Burn Safe	$155.40 Each	$70,150 (total SWAT equipment budget)
Tippman FTC	$499 Each	$14,127 (Department equipment budget)
PepperBall Live	$899 Box	$14,127 (Department equipment budget)
PepperBall Glass Breaker	$3.00 Per Round	$14,127 (Department equipment budget)
PepperBall Inert	$300 Per Case	$14,127 (Department equipment budget)

Equipment Name and Model / Manufacturer	Initial Cost	Ongoing Annual Cost FY25 (approximate)
Def-Tec 40mm Launcher	$985 Each	$14,127 (Department equipment budget)
LMT 40mm Launcher	$985 Each	$14,127 (Department equipment budget)
LMT – Model 203	$3,299 Each	$14,127 (Department equipment budget)
Def-Tec 37mm Launcher	$884.50 Each	$14,127 (Department equipment budget)
Def-Tec 40mm Multi-Launcher	$2,369 Each	$14,127 (Department equipment budget)
eXact iMpact 40mm Sponge Round	$30 Each	$14,127 (Department equipment budget)

Equipment Name and Model / Manufacturer	Initial Cost	Ongoing Annual Cost FY25 (approximate)
Pinnacle Gen3 NODs	$6,995 Each	Varies on Usage
L3 Warrior Optic	$7,999 Each	Varies on Usage
MAWL Designator	$2,999 Each	Varies on Usage

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADOPTING A MILITARY EQUIPMENT USE POLICY PURSUANT TO GOVERNMENT CODE §§ 7070, ET. SEQ.

WHEREAS, on September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481 ("AB 481"), adding Chapter 12.8, "Funding, Acquisition and Use of Military Equipment", to Division 7 of Title 1 of the Government Code (Sections 7070 et seq.), relating to the use of military equipment by California law enforcement agencies; and

WHEREAS, AB 481 seeks to provide transparency, oversight, and an opportunity for meaningful public input on decisions regarding whether and how military equipment is funded, acquired, or used; and

WHEREAS, the Ontario Police Department is in possession of certain items of equipment that qualify as "military equipment" under AB 481 and further intends to acquire other items of military equipment; and

WHEREAS, AB 481 requires, inter alia, that a law enforcement agency possessing and using such qualifying equipment prepare a publicly released, written, military equipment use policy listing the inventory, description, quantity, purpose, capabilities, use, lifespan, acquisition, maintenance, authorized use, fiscal impacts, procedures, training, oversight, and complaint process, applicable to the Department's use of such equipment; and

WHEREAS, the policy must be approved by the City Council by ordinance, and reviewed annually thereafter; and

WHEREAS, the military equipment inventoried and presented to the City Council is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety; and

WHEREAS, the proposed Military Equipment Use Policy ("Policy") will safeguard the public's health, welfare, safety, civil rights, and civil liberties; and

WHEREAS, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety; and

WHEREAS, prior equipment use complied with the applicable equipment use policy (including equipment now defined as "military equipment") that was in effect at the time; and

WHEREAS, if prior uses of the equipment did not comply with the equipment use policy in effect at that time, corrective action has since been taken to remedy nonconforming uses and ensure future compliance moving forward; and

WHEREAS, the Police Department has submitted the proposed Policy to the City Council and thereafter has made the Policy and related documents available on the Police Department's website for a period at least thirty (30) days prior to the public hearing concerning the military equipment at issue; and

WHEREAS, the Policy satisfies the requirements of Government Code Section 7070(d); and

WHEREAS, the City Council of the City of Ontario, having received the information required under AB 481 regarding the Ontario Police Department's use of military equipment as defined in said law, deems it to be in the best interest of the City to and hereby does approve the Military Equipment Policy; and

WHEREAS, all other legal prerequisites prior to the adoption of this Ordinance have occurred and been satisfied.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF ONTARIO HERBY ORDAINS AS FOLLOWS:

SECTION 1. Recitals. The City Council finds that all the recitals, facts, findings, and conclusions set forth above in the preamble of this Ordinance are true and correct.

SECTION 2. Approval of Military Equipment Policy.

Military Equipment Policy.

(a) The Military Equipment Policy ("Policy"), attached hereto and incorporated herein as Exhibit "A" by this reference, shall govern the use of military equipment by the Ontario Police Department.

(b) The Policy shall be made publicly available on the Police Department's website for as long as the military equipment is available for use or as otherwise ordained by the City Council.

(c) The Police Department shall submit an annual military equipment report to the City Council containing the information required by Government Code Section 7072, attached hereto and incorporated herein as Exhibit "B" by this reference, and the City Council shall thereafter determine whether each type of military equipment identified therein complies with the standards for approval set forth in Government Code Section 7071(d).

(d) The City Council shall on an annual basis and at a regular meeting thereof review this Ordinance and vote on whether to renew it pursuant to Government Code Section 7071(e).

(e) The definitions set forth in Government Code section 7070 shall apply to this Ordinance. Any provision of state law referred to herein shall mean and include any amended or successor provision thereof.

SECTION 3. Compliance with CEQA. Adoption of this Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 (b)(3) (General Rule) of the CEQA Guidelines because it is not a "project" and because it can be seen with certainty that there is no possibility that the passage of this Ordinance will have a significant effect on the environment.

SECTION 4. Inconsistencies. Any provision of the Ontario Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to affect the provisions of this Ordinance.

SECTION 5. Uncodified Ordinance. This Ordinance shall not be codified in the Ontario Municipal Code unless and until the City Council so ordains.

SECTION 6. Severability. If any chapter, article, section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Ordinance, or the application thereof to any person, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Ordinance or its application to other persons. The City Council hereby declares that it would have adopted this Ordinance and each chapter, article, section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, phrases, or portions of the application thereof to any person, be declared invalid or unconstitutional. No portion of this Ordinance shall supersede any local, state, or federal law, regulation, or codes dealing with life safety factors.

SECTION 7. Effective Date. This Ordinance shall become effective thirty (30) days following from its adoption.

SECTION 8. The Mayor shall sign this Ordinance and the City Clerk shall certify as to the adoption and shall cause a summary thereof to be published at least once, in a newspaper of general circulation in the City of Ontario, California within fifteen (15) days of the adoption. The City Clerk shall post a certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this 17th day of February 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 _____, 2026 and adopted at the regular meeting held _____, 2026 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

I hereby certify that the foregoing is the original of Ordinance No. _____ duly passed and adopted by the Ontario City Council at their regular meeting held _____ and that Summaries of the Ordinance were published on _____ and _____, in the Inland Valley Daily Bulletin newspaper.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

Remote-Controlled Unmanned Ground Vehicle (UGV) Operations

704.1 PURPOSE AND SCOPE

The purpose of this policy is to establish guidelines for the use of a remote-controlled unmanned ground vehicle (UGV) and for the storage, retrieval and dissemination of images and data captured by the UGV.

It is the policy of the Ontario Police Department that the UGV is to be used with the purpose of reducing risk of great bodily harm or death to officers, victims, suspects, and the public and to reasonably carry out legitimate law enforcement objectives.

704.2 DEFINITIONS

A remote-controlled unmanned ground vehicle (UGV): is an unmanned machine guided and remotely controlled by a human individual as well as all the supporting or attached systems designed for gathering information through imaging, recording or by any other means. Generally, a UGV consists of:

- Platform/Body/Frame that is capable of remote movement
- Radio frequency and antenna equipment to communicate with a remote-control unit
- A computer chip for technology control
- A camera
- Battery charging equipment for the remote ground / aquatic vehicle and remote control
- Two-way communication (talk/listen) with transmitter and receivers and Push to Talk functionality
- Robotic claw
- Remote controlled unit (LCD display) with brightness control

704.3 POLICY

UGV's may be utilized to enhance the department's mission of protecting lives and property when other means and resources are not available or are less effective. UGV's have been used to save lives and protect property and can detect possible dangers that cannot otherwise be seen. UGV's can support first responders in hazardous incidents that would benefit from a ground level perspective. In addition to hazardous situations, UGV's have applications in locating subjects, missing persons, and search and rescue operations as well as task(s) that can best be used in crawl spaces or confined isolated areas. This immensely assists in searches for suspects, victims or evidence in an efficient and effective manner. Any use of a UGV will be in strict accordance with constitutional and privacy rights and OPD Policy. The UGV may not always be ideal for deployment and alternatives should always be considered prior to deployment.

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704.4 PRIVACY

The use of the UGV potentially involves privacy considerations. Absent a warrant or exigent circumstances, operators shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy (e.g., residence, yard, enclosure). Operators and observers shall take reasonable precautions to avoid inadvertently recording or transmitting images of areas where there is a reasonable expectation of privacy. Reasonable precautions can include, for example, deactivating or turning imaging devices away from such areas or persons during UGV operations.

704.5 PROGRAM COORDINATOR

The Chief of Police will appoint a Program Coordinator who will be responsible for the management of the UGV program. The Program Coordinator will ensure that policies and procedures conform to current laws, regulations and best practices and will have the following additional responsibilities:

- Ensuring that all authorized operators have completed all department-approved training in the operation, applicable laws, policies and procedures regarding use of the UGV.
- Maintain a uniform protocol for submission and evaluation of requests to deploy a UGV, including urgent requests made during ongoing or emerging incidents.
- Maintain protocol for conducting criminal investigations involving a UGV, including documentation of time spent monitoring a subject.
- Maintain an operational protocol governing the deployment and operation of a UGV including, but not limited to, safety oversight.
- Maintain a protocol for fully documenting all missions.
- Maintain a UGV inspection, maintenance and record-keeping protocol to ensure continuing operation of a UGV, up to and including its overhaul or life limits.
- Maintain protocols to ensure that all data intended to be used as evidence are accessed, maintained, stored and retrieved in a manner that ensures its integrity as evidence, including strict adherence to chain of custody requirements. Electronic trails, including encryption, authenticity certificates and date and time stamping, shall be used as appropriate to preserve individual rights and to ensure the authenticity and maintenance of a secure evidentiary chain of custody.
- Maintain protocols that ensure retention and purge periods are maintained in accordance with established records retention schedules.
- Facilitating law enforcement access to images and data captured by the UGV.
- Recommending program enhancements, particularly regarding safety and information security.
- Ensuring that established protocols are followed by monitoring and providing periodic reports on the program to the Chief of Police.

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704.6 USE OF UGV

Only authorized operators who have completed the required training shall be permitted to operate the UGV.

Use of vision enhancement technology (e.g., thermal and other imaging equipment not generally available to the public) is permissible in viewing areas only where there is no protectable privacy interest, exigent circumstances exist or when in compliance with a search warrant or court order.

704.7 PROHIBITED USE

Members are prohibited from using department-issued UGV's for personal use and are prohibited from making personal copies of recordings created while on duty or while acting in their official capacity.

Members are also prohibited from retaining recordings of activities or information obtained while on-duty. Members shall not duplicate or distribute such recordings, except for authorized legitimate department business purposes. All such recordings shall be retained at the Department.

Recordings shall not be used by any member for the purpose of embarrassment or ridicule. Any member who may have questions regarding the application of this policy is encouraged to seek clarification from supervisory personnel.

Additionally, the UGV video surveillance equipment shall not be used:

- In violation of the Ontario Police Department Ordinances, California State laws, or the United States Constitution. When required under the Fourth Amendment or other provisions of the law, Department personnel shall obtain a search warrant or valid consent, unless another lawful exception applies.
- To target a person based solely on individual characteristics, such as, but not limited to race, ethnicity, national origin, religion, disability, gender or sexual orientation.
- To harass, intimidate or discriminate against any individual or group.
- To conduct personal business of any type.

The UGV shall not be equipped with or use any facial recognition software or analysis capabilities.

704.8 RETENTION OF UGV DATA

Data collected by the UGV shall be retained as provided in the established records retention schedule.

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Military Equipment

708.1 PURPOSE AND SCOPE

The purpose of this policy ("Policy") is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment pursuant to Assembly Bill 481 ("AB 481") (California Government Code section 7070, et seq.).

708.1.1 DEFINITIONS

Definitions related to this Policy include those provided in Government Code section 7070, and as follows:

Governing body – The City of Ontario City Council ("City Council").

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected ("MRAP") vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles ("HMMWV)", two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of.50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than.50 caliber, including firearms and accessories identified as assault weapons in Penal Code section 30510 and Penal Code section 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices ("LRADs").
- Kinetic energy weapons and munitions.
- Any other equipment as determined by the City Council to require additional oversight.

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708.2 POLICY

It is the Policy of the City of Ontario Police Department ("Department") that members of this Department comply with the provisions of Government Code section 7070 et seq. with respect to the funding, acquisition, and use of military equipment.

708.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police will designate a member of this Department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

(a) Acting as liaison to the City Council for matters related to the requirements of this Policy.

(b) Identifying Department equipment that qualifies as military equipment in the current possession of the Department, or equipment the Department intends to acquire, that requires approval by the City Council.

(c) Conducting an inventory of all military equipment annually.

(d) Collaborating with any allied agency that may use military equipment within the jurisdiction of the Department.

(e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:

1. Publicizing the details of the meeting; and
2. Preparing for public questions regarding the Department's funding, acquisition, and use of equipment.

(f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the Ontario Police Department website (Government Code § 7072).

(g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

708.4 MILITARY EQUIPMENT INVENTORY

The list of qualifying military equipment for the Department is attached to this Policy.

708.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the City Council by way of an ordinance adopting the Policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed Policy is submitted to the City Council and is available on the Department website at least thirty (30) days prior to any public hearing concerning the military equipment at issue. The Policy must be approved by the governing body prior to engaging in any of the following:

a) Requesting military equipment made available pursuant to 10 USC § 2576(a).

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b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this Department.

e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the City Council.

f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.

g) Acquiring military equipment through any means not provided above.

708.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment used by any member of this Department shall be approved for the use and in accordance with this Department Policy. Military equipment used by other jurisdictions that are providing mutual aid to the City of Ontario, or otherwise engaged in law enforcement operations in this City, shall comply with their respective military equipment use policies in rendering mutual aid or carrying out a law enforcement function related to a criminal matter under their investigation.

Situations may arise where the Department may deploy or use military equipment, as defined, owned by other law enforcement agencies. The Department hereby adopts the Military Equipmentpolicy, which may be amended from time to time, under Government Code section 7070 et seq., for jurisdictions that the Department may engage with to provide mutual aid. This section is in no way a limitation to the ability of the Department to deploy or use the military equipment of another jurisdiction.

708.7 COMPLIANCE

Department members are bound to adhere to this Policy, in addition to state and local laws and ordinances when employing the use of military equipment at any time. Violations of the law or this Policy may result in criminal or administrative investigations, or action.

708.8 COMPLAINT PROCESS

Members of the public may register complaints or concerns or submit questions about the use of each specific type of military equipment in this Policy by any of the following means:

1. Via email to: MilitaryEquipmentCoordinator@ontariopolice.org

2. Via phone call to: (909) 395-2001

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3. Via mail sent to: Ontario Police Department

Attn: Military Equipment Use Coordinator

2500 S. Archibald Avenue

Ontario, CA 91761

The Department is committed to responding to complaints, concerns and/or questions received through any of the above methods in a timely manner.

708.9 ANNUAL REPORT

Upon approval of this Policy, the Chief of Police or the authorized designee will submit a military equipment report to the City Council for each type of military equipment approved within one year of approval of the Policy, and annually thereafter for as long as the military equipment is available for use.

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the Department website for as long as the military equipment is available for use. The report shall include all information required by Government Code section 7072 for the preceding calendar year for each type of military equipment in the Department's inventory.

708.10 COMMUNITY ENGAGEMENT

Within thirty (30) days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

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CITY OF ONTARIO *Agenda Report* **February 17, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Building Prepared By: Emily Medina Staff Member Presenting: Rudy Zeledon, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 13

SUBJECT: AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH WILLDAN ENGINEERING FOR BUILDING PLAN CHECK SERVICES

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

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

FISCAL IMPACT: Amendment No. 2 to the Professional Services Agreement with Willdan Engineering is in the amount of $1,585,000 for a total not to exceed amount of $4,085,000. The Fiscal Year 2025-26 Adopted Budget includes appropriations in the General Fund for consulting services. If approved, additional appropriations will be included in future quarterly budget updates to Council for approval as needed.

BACKGROUND & ANALYSIS: As construction activity continues to grow at a rapid pace, the demand on City Staff to provide plan check, inspection, and counter assistance services has increased significantly. To manage peak workloads and ensure accurate and timely plan reviews and inspections, the Building Department has utilized consultants to supplement Staff resources.
In support of this effort, the Department entered into a contract with Willdan Engineering on September 27, 2022. The original contract term was from July 1, 2022, through June 30, 2025, with a not to exceed amount of $1,500,000. The contract was subsequently amended through Amendment No. 1, dated October 17, 2024, which extended the contract term by two years to June 30, 2027, and increased the contract amount by $1,000,000, resulting in a revised not to exceed total of $2,500,000.

With the proposed Amendment No. 2, the Building Department will be able to continue utilizing Willdan Engineering to support high-volume plan check and inspection services. This amendment increases the contract amount by $1,585,000, for a total not to exceed amount of $4,085,000. This increase will ensure adequate funding is available for the remainder of the contract term.

January 8, 2026

City of Ontario
Attn: Emily Medina
Administrative Assistant
Building Department
303 East B Street
Ontario, CA 91764

Subject: **Cost Estimate**

Dear Emily Medina:

As requested, Willdan's cost estimate for services to be provided for the period of December 2025 through June 2027 is **$1,585,000**.

We look forward to continuing to serve the City of Ontario and its community.

Respectfully,
WILLDAN ENGINEERING

Patrick Johnson, PE, CBO
Director of Building and Safety
pjohnson@willdan.com

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

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND WILLDAN ENGINEERING

1. Parties and Date.

This Amendment No. 2 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and Willdan Engineering, 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 September 27, 2022 ("Agreement").

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to increase the not-to-exceed compensation amount by **One Million Five Hundred Eighty-Five Thousand Dollars and Zero Cents ($1,585,000)** for a total not to exceed amount of **Four Million Eighty-Five Thousand Dollars and Zero Cents ($4,085,000)** The parties have heretofore entered into that Amendment No. 1 dated October 17, 2024.

2.3 Amendment Authority. This Amendment No. 2 is authorized pursuant to Section 3.7.14 of the Agreement.

3. Terms.

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

"Compensation Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" incorporated herein by reference. The total compensation shall not exceed **Four Million Eighty-Five Thousand Dollars and Zero Cents ($4,085,000).** The City reserves the right to award its total compensation to one bidder or apportion thereof among several bidders, and the City may deem to be

in its best interest. 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 C is hereby amended in its entirety to add Attachment A which is attached hereto and incorporated herein by reference. All other previously added or deleted scopes of services are retained in their entirety.

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND WILLDAN ENGINEERING

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

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

WILLDAN ENGINEERING

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

CITY OF ONTARIO *Agenda Report* **February 17, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Building Prepared By: Emily Medina Department: Prepared By: Emily Medina Staff Member Presenting: Rudy Zeledon, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 14

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

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

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

FISCAL IMPACT: Amendment No. 2 to the Professional Services Agreement with BPR Consulting Group, LLC for building plan check services in the amount of $1,750,000 for a total not to exceed amount of $4,250,000. The Fiscal Year 2025-26 Adopted Budget includes appropriations in the General Fund for consulting services. If additional appropriations are needed, it will be included in future budget adjustments for Council's approval.

BACKGROUND & ANALYSIS: As construction activity continues to increase at a rapid pace, the demand on City staff to provide plan check, inspection, and counter assistance services has increased significantly. To manage workload fluctuations and ensure accurate and timely plan reviews and inspections, the Building Department has utilized consultants during peak periods.

In support of this effort, the Department entered into a contract with BPR Consulting Group, LLC on July 1, 2022. The original contract term was from July 1, 2022, through June 30, 2025, with a not to exceed amount of $1,500,000. The contract was subsequently amended through Amendment No. 1, dated December 17, 2024, which extended the contract term by two years to June 30, 2027, and increased the contract amount by $1,000,000, for a revised not to exceed total of $2,500,000.

With the proposed Amendment No. 2, the Building Department will be able to continue utilizing BPR Consulting Group, LLC to support high-volume plan check and inspection services. This amendment increases the contract amount by $1,750,000, resulting in a total not to exceed amount of $4,250,000. This increase will ensure sufficient funding is available for the remainder of the contract term.

January 9, 2026

City of Ontario
Building Department
303 East B Street
Ontario, CA 91764

RE: Estimate of Cost of Services from December 2025 through June 2027

We understand that the current funds available for Building & Safety Services are expected to be depleted prior to the expiration of our agreement. As the extent and quantity of services that will be performed during the remainder of our contract (December 2025 through June 30, 2027) is unknown at this time, our best estimate for the total value of future services is $1,750,000.

Please feel free to contact me directly if you have any questions or would like any additional information.

Sincerely,

BPR CONSULTING GROUP



Ron Beehler, SE, CBO
Principal / Director of Client Services
916.204.3178
rbeehler@bpr-grp.com

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

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND BPR CONSULTING GROUP LLC

1. Parties and Date.

This Amendment No. 2 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and BPR Consulting Group LLC, 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 July 1, 2022 ("Agreement").

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to increase the not to exceed compensation amount by **One Million Seven Hundred Fifty Thousand Dollars and Zero Cents ($1,750,000)** for a total not to exceed amount of **Four Million Two Hundred Fifty Thousand Dollars and Zero Cents ($4,250,000)** The parties have heretofore entered into that Amendment No. 1 dated December 17, 2024.

2.3 Amendment Authority. This Amendment No. 2 is authorized pursuant to Section 3.7.14 of the Agreement.

3. Terms.

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

"Compensation Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" incorporated herein by reference. The total compensation shall not exceed **Four Million Two Hundred Fifty Thousand Dollars and Zero Cents ($4,250,000).** The City reserves the right to award its total compensation to one bidder or apportion thereof among several bidders and the City may deem to be in its best interest. 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 C is hereby amended in its entirety to add Attachment A which is attached hereto and incorporated herein by reference. All other previously added or deleted scopes of services are retained in their entirety.

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND BPR CONSULTING GROUP LLC

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

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

BPR CONSULTING GROUP LLC

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

CITY OF ONTARIO *Agenda Report* **February 17, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Human Resources Prepared By: Reed Sigler Department: Prepared By: Reed Sigler Staff Member Presenting: Angela C. Lopez, Executive Director Human Resources Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 15

SUBJECT: ADOPT A RESOLUTION TO CONFIRM THE APPOINTMENT OF A NEW POLICE CHIEF

RECOMMENDATION: That the City Council adopt a Resolution confirming the appointment of a new Police Chief at a salary within the range consistent with EX 10.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Maintain the Current High Level of Public Safety
Operate in a Businesslike Manner
Pursue City's Goals and Objectives by Working with Other Governmental Agencies
Invest in the Growth and Evolution of the Cityâ€™s Economy

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

BACKGROUND & ANALYSIS: Police Chief Michael Lorenz, announced his retirement effective February 18, 2026. Pursuant to Ontario Municipal Code Section 2-3.204(a): "Police Chief. The Police Chief shall be appointed by the City Manager for an indefinite term, subject to confirmation by the City Council... " It is recommended that Deputy Police Chief Rudy M. Lopez, be confirmed as Police Chief beginning February 18, 2026.

Government Code Section 36506 requires the City Council to set the salaries for appointive positions in the Executive Management group by Resolution, and such salaries are consistent with the salary range table in the Executive Management Compensation and Benefits Profile (Profile). Consistent with the Executive Compensation and Benefits Profile, that the City Manager has the authority to set the base salary for the Police Chief within the previously approved EX 10 base salary range.

Deputy Police Chief Lopez has worked several details for the City of Ontario Police Department, which include Special Operations Bureau, Gang Violence Suppression Unit, Field Officer Training Program, SWAT, Investigations, Intelligence, Narcotics, Internal Affairs and the Airport Operations Division.

Deputy Police Chief Lopez is a graduate of Cal State Long Beach and holds a Master of Science Degree in Leadership and Management from the University of La Verne. He began his professional career in law enforcement in 1998 with the Los Angeles County Sheriff's Department. In 2002, he transitioned to the Ontario Police Department as a Lateral Patrol Officer and was promoted to Police Corporal in 2008, Police Detective in 2010, Police Sergeant in 2014, Police Lieutenant in 2017, and Police Captain in 2020, before being appointed Deputy Police Chief in December 2024. His current role as Deputy Police Chief reflects his extensive experience and dedication to public service.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, TO CONFIRM THE APPOINTMENT OF POLICE CHIEF.

WHEREAS, the Municipal Code of the City of Ontario, California (the "City") provides at Sections 2-3.204 and 2-3.305, respectively, that the position of Police Chief shall be appointed by the City Manager; and

WHEREAS, California Government Code Section 36506 requires the City Council to fix the compensation of appointive officers; and

WHEREAS, the City Manager has recommended that the City's Council confirm the appointment of Rudy M. Lopez, as Police Chief effective February 18, 2026.

WHEREAS, the base salary range for the position of Police Chief was previously assigned to range EX 10 of the Executive Management Compensation Ranges effective July 14, 2024.

NOW THEREFORE, be it resolved, by the City Council of the City of Ontario that Rudy M. Lopez, is confirmed as the Police Chief effective February 18, 2026. Consistent with the Compensation and Benefits Profile for Executive Management Employees, the City Manager shall determine Chief Lopez's salary rate within the range EX 10 of the Executive Management Compensation Ranges.

SECTION 1. Signature and Attestation. The Mayor of the City shall sign this Resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

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

PASSED, APPROVED, AND ADOPTED this 17th day of February 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 February 17, 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 March 3, 2026.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

APPENDIX A

EXECUTIVE MANAGEMENT COMPENSATION RANGES EFFECTIVE AUGUST 13, 2023

RANGE	MINIMUM	MEDIAN	MAXIMUM
EX1	$ 14,972.79	$ 17,443.30	$ 19,913.81
EX2	$ 15,721.43	$ 18,315.47	$ 20,909.50
EX3	$ 16,507.50	$ 19,231.24	$ 21,954.98
EX4	$ 17,332.88	$ 20,192.80	$ 23,052.73
EX5	$ 18,199.52	$ 21,202.44	$ 24,205.36
EX6	$ 19,109.50	$ 22,262.56	$ 25,415.63
EX7	$ 20,064.97	$ 23,375.69	$ 26,686.41
EX8	$ 21,068.22	$ 24,544.48	$ 28,020.73
EX9	$ 22,121.63	$ 25,771.70	$ 29,421.77
EX10	$ 23,227.71	$ 27,060.29	$ 30,892.86
EX11	$ 24,389.10	$ 28,413.30	$ 32,437.50

EXECUTIVE MANAGEMENT COMPENSATION RANGES EFFECTIVE JULY 14, 2024

RANGE	MINIMUM	MEDIAN	MAXIMUM
EX1	$ 16,395.21	$ 13,911.47	$ 21,805.62
EX2	$ 17,214.97	$ 14,607.04	$ 22,895.91
EX3	$ 18,075.72	$ 15,337.39	$ 24,040.70
EX4	$ 18,979.50	$ 16,104.26	$ 25,242.74
EX5	$ 19,928.48	$ 16,909.47	$ 26,504.87
EX6	$ 20,924.90	$ 17,754.95	$ 27,830.12
EX7	$ 21,971.14	$ 18,642.69	$ 29,221.62
EX8	$ 23,069.70	$ 19,574.83	$ 30,682.70
EX9	$ 24,223.19	$ 20,553.57	$ 32,216.84
EX10	$ 25,434.35	$ 21,581.25	$ 33,827.68
EX11	$ 26,706.06	$ 22,660.31	$ 35,519.06

*These ranges are pre-approved by the City Council for executive compensation. The City Manager shall determine assignment to a range based on market and/or experience.

**Actual rates will be calculated by the City's payroll system and may vary by a fraction of a cent.*

CITY OF ONTARIO *Agenda Report* **February 17, 2026**	**SECTION:** **PUBLIC HEARINGS**
Department: Planning Prepared By: Thomas Grahn Staff Member Presenting: Rudy Zeledon, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 16

SUBJECT: **A PUBLIC HEARING TO CONSIDER A DEVELOPMENT CODE AMENDMENT, FILE NO. PDCA26-001, REVISING AND CLARIFYING CERTAIN PROVISIONS OF THE CITY OF ONTARIO DEVELOPMENT CODE**

RECOMMENDATION: That the City Council introduce and waive further reading of an Ordinance Approving File No. PDCA26-001, a Development Code Amendment revising and clarifying certain provisions of Chapter 5.0 (Zoning and Land Use) of the City of Ontario Development Code.

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

FISCAL IMPACT: There is not a direct fiscal impact associated with this action.

BACKGROUND & ANALYSIS: The Development Code (Ontario Municipal Code Title 9) provides the legislative framework for the implementation of The Ontario Plan, which states long-term principles, goals, and policies for guiding the growth and development of the City in a manner that achieves Ontario's vision, and promotes and protects the public health, safety, comfort, convenience, prosperity, and welfare of its citizens. Staff has initiated certain clarifications and revisions to the City of Ontario Development Code that are necessary to adjust and clarify various provisions of the Development Code. The proposed Development Code Amendment is included as Attachment A (Proposed Development Code Amendment), and is comprised of certain clarifications and revisions generally described as follows:

- Revise Chapter 5.0 (Zoning and Land Use), Section 5.03.395: Temporary and Interim Land Uses, Buildings, and Structures to revise 5.03.395.G.1.b to reduce the total number of retail sales events a commercial center, office, or industrial/business park complex may have per calendar year from 12 to 10, and address how single or consecutive event days count towards the total number of event days per calendar year.

Any provisions proposed for deletion are shown in red strikeout text (~~Abcdefg~~) and all additions are shown in blue underlined text (Abcdefg). In considering the Development Code Amendment at their

meeting on January 27, 2026, the Planning Commission conducted a public hearing and voted 6-0 to recommend the City Council consider and approve File No. PDCA26-001, pursuant to the facts and reasons contained in the staff report and attached Ordinance.

ENVIRONMENTAL REVIEW: The proposed Development Code Amendment is exempt from the requirements of the California Environmental Quality Act (CEQA) and the guidelines promulgated thereunder, pursuant to Section 15061(b)(3) of the CEQA Guidelines, in that the activity is covered by the common sense exemption (general rule) that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Specifically, the amendment modifies Section 5.03.395: Temporary and Interim Land Uses, Buildings, and Structures to revise 5.03.395.G.1.b to reduce the total number of retail sales events a business may have per calendar year from 12 to 10. And addresses how single or consecutive event days count towards the total number of event days per calendar year. This amendment is procedural in nature as it regulates the issuance of a temporary use permit, and the provisions of this section cannot result in a physical change to the environment.

CITY OF ONTARIO PLANNING DEPARTMENT

PLANNING COMMISSION AGENDA REPORT

January 27, 2026

303 East B Street, Ontario, California 91764 Phone: 909.395.2036 / Email: PlanningDirector@OntarioCA.gov

FILE NO.: PDCA26-001

SUBJECT: A public hearing to consider Development Code Amendment revising and clarifying certain provisions of Chapter 5.0 (Zoning and Land Use) of the City of Ontario Development Code. **City Initiated. City Council action is required.**

RECOMMENDED ACTION: That the Planning Commission consider and adopt the Resolution recommending the City Council approve the Development Code Amendment (File No. PDCA26-001), pursuant to the facts and reasons contained in the staff report and Resolution.

PROJECT SETTING: The proposed Development Code Amendment is of citywide impact, affecting approximately 50 square miles (32,022 acres) of land, which is generally bordered by Benson Avenue and Euclid Avenue on the west; Interstate 10 Freeway, Eighth Street, and Fourth Street on the north; Etiwanda Avenue and Hamner Avenue on the east; and Merrill Avenue and the San Bernardino County/Riverside County boundary on the south. The City of Ontario is substantially built-out with a mix of residential, commercial, industrial, agricultural, airport, recreational, and institutional/public land uses. According to the latest US Census forecast, the City of Ontario's 2022 estimated population is 179,516 persons and in terms of population, is ranked the 26th largest city in the State and the 146th largest in the nation. Ontario's population has increased by 3.46 percent since the most recent census, which recorded a population of 175,265 in 2020.

PROJECT ANALYSIS:

The proposed Development Code Amendment is comprised of certain clarifications and revisions to the City of Ontario Development Code, as follows:

(1) Revise Chapter 5.0 (Zoning and Land Use), Section 5.03.395: Temporary and Interim Land Uses, Buildings, and Structures to revise 5.03.395.G.1.b to reduce the total number of retail sales events a commercial center, office, or industrial/business park complex may have per calendar year from 12 to 10, and address how single or consecutive event days count towards the total number of event days per calendar year.

The proposed provisions of the Development Code Amendment are shown in Attachment A (Development Code Amendment) of the appended Resolution. Any

Case Planner:	Thomas Grahn, Principal Planner
Planning Director Approval:	
Submittal Date:	N/A

Hearing Body	*Date*	*Decision*	*Action*
PC	1/27/26	Approval	Recommended
CC 1st reading	2/17/26		Introduction
CC 2nd reading	3/3/26		Final Action

provisions proposed for deletion are shown in red strikeout text (~~Abcdefg~~) and all additions are shown in blue underlined text (Abcdefg).

PUBLIC NOTIFICATION: The number of owners to whom a public hearing notice would be mailed or delivered is greater than 1,000; therefore, pursuant to Development Code Section 2.03.010.C.2 and Government Code Section 65091(a)(4), in lieu of mailed or delivered notice, a display advertisement of at least 1/8 page was placed in a newspaper of general circulation in the City of Ontario (Inland Valley Daily Bulletin). Public hearing notification was published a minimum of 10 days in advance of the public hearing.

CORRESPONDENCE: As of the preparation of the Resolution, Planning Department staff has not received any written or verbal communications from the owners or occupants of properties surrounding the Project site or from the public in general, regarding the subject application.

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) Ontario International Airport Land Use Compatibility Plan (ONT ALUCP) — On April 19, 2011, the City Council of the City of Ontario approved and adopted the ONT ALUCP, establishing the Airport Influence Area for Ontario International Airport, which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and limits future land uses and development within the Airport Influence Area, as they relate to noise, safety, airspace protection, and overflight impacts of current and future airport activity. As the recommending body for the project, the Planning Commission has reviewed and considered the facts and information contained in the Application and supporting documentation against the ONT ALUCP compatibility factors, including [1] Safety Criteria (ONT ALUCP Table 2-2) and Safety Zones (ONT ALUCP Map 2-2), [2] Noise Criteria (ONT ALUCP Table 2-3) and Noise Impact Zones (ONT ALUCP Map 2-3), [3] Airspace protection Zones (ONT ALUCP Map 2-4), and [4] Overflight Notification Zones (ONT ALUCP Map 2-5). As a result, Planning Commission has concluded that the proposed Development Code Amendment and Zone Change are consistent with the policies and criteria set forth within the ONT ALUCP.

(2) Chino Airport Land Use Compatibility Plan (CNO ALUCP) — On August 2, 2022, the City Council of the City of Ontario approved and adopted a Development Code Amendment to establish the Chino Airport (CNO) Overlay Zoning District (OZD) and Reference I, Chino Airport Land Use Compatibility Plan. 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 Development Code Amendment may affect certain land development criteria on certain properties located within the Airport Influence Area of Chino Airport, which have been evaluated and found to be consistent with the California Airport Land Use Planning Handbook and the CNO ALUCP. As a result, the Planning Commission has concluded that the proposed Development Code Amendment and Zone Change are consistent with the policies and criteria set forth within the CNO ALUCP.

COMPLIANCE WITH THE ONTARIO PLAN: The proposed Project is consistent with the principles, goals and policies contained within the Vision, Governance, Policy Plan (general plan), and City Council Priorities components of The Ontario Plan (TOP). More specifically, the goals and policies of TOP that are furthered by the proposed Project are as follows:

(1) City Council Goals.

- Invest in the Growth and Evolution of the City's Economy.
- Operate in a Businesslike Manner.

(2) Vision.

Distinctive Development:

- Commercial and Residential Development.

➢ Development quality that is broadly recognized as distinctive and not exclusively tied to the general suburban character typical of much of Southern California.

(3) Governance.

Decision Making:

- Goal G1: Sustained decision-making that consistently moves Ontario towards its Vision by using The Ontario Plan as a framework for assessing choices.

➢ G 1-2. Long-term Benefit. We require decisions to demonstrate and document how they add value to the community and support the Ontario Vision.

(4) Policy Plan (General Plan).

Land Use Element:

- Goal LU-1 Balance: A community that has a spectrum of housing types and price ranges that match the jobs in the City and that make it possible for people to live and work in Ontario and maintain a quality of life.

  - LU-1.6 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.

HOUSING ELEMENT COMPLIANCE: The Project is consistent with the Housing Element of the Policy Plan (general plan) component of The Ontario Plan, as the project furthers the purposes, principals, goals, and policies of the Housing Element.

ENVIRONMENTAL REVIEW: The proposed Development Code Amendment is exempt from the requirements of the California Environmental Quality Act (CEQA) and the guidelines promulgated thereunder, pursuant to Section 15061(b)(3) of the CEQA Guidelines, in that the activity is covered by the commonsense exemption (general rule) that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Specifically, the amendment modifies Section 5.03.395: Temporary and Interim Land Uses, Buildings, and Structures to revise 5.03.395.G.1.b to reduce the total number of retail sales events a business may have per calendar year from 12 to 10. And addresses how single or consecutive event days count towards the total number of event days per calendar year. This amendment is procedural in nature as it regulates the issuance of a temporary use permit and the provisions of this section cannot result in a physical change to the environment.

Attachment A:

Resolution for File No. PDCA26-001

(Document to follow this page)

RESOLUTION NO. PC26-004

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ONTARIO, CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL APPROVE FILE NO. PDCA26-001, A DEVELOPMENT CODE AMENDMENT REVISING AND CLARIFYING CERTAIN PROVISIONS OF CHAPTER 5.0 (ZONING AND LAND USE) OF THE CITY OF ONTARIO DEVELOPMENT CODE, AND MAKING FINDINGS IN SUPPORT THEREOF.

WHEREAS, THE CITY OF ONTARIO (Applicant) has initiated an Application for the approval of a Development Code Amendment, File No. PDCA26-001 as described title of this Resolution (hereinafter referred to as Application or Project); and

WHEREAS, the City of Ontario Development Code (Ontario Municipal Code Title 9) provides the legislative framework for the implementation of The Ontario Plan, which establishes long term principals, goals, and policies for guiding the growth and development of the City in a manner that achieves Ontario's vision, and promotes and protects the public health, safety, comfort, convenience, prosperity, and welfare of its citizens; and

WHEREAS, the Development Code Amendment is of citywide impact, affecting approximately 50 square miles (32,022 acres) of land, which is generally bordered by Benson Avenue and Euclid Avenue on the west; Interstate 10 Freeway, Eighth Street, and Fourth Street on the north; Etiwanda Avenue and Hamner Avenue on the east; and Merrill Avenue and the San Bernardino County/Riverside County boundary on the south; and

WHEREAS, pursuant to the police powers delegated to it by the California Constitution, the City has the authority to enact laws which promote the public health, safety, and general welfare of its citizens; and

WHEREAS, the Ontario Development Code implements federal and state planning, zoning, subdivision, and environmental laws to guide orderly development of the City in a manner that promotes and protects the public health, safety, comfort, convenience, prosperity, and welfare of its residents; and

WHEREAS, certain clarifications and revisions to the City of Ontario Development Code are proposed, generally described as follows:

(1) Revise Chapter 5.0 (Zoning and Land Use), Section 5.03-Supplementyal Land Use Regulations, Section 5.03.395: Temporary and Interim Land Uses, Buildings, and Structures to revise 5.03.395.G.1.b to reduce the total number of retail sales events a commercial center, office, or industrial/business park complex may have per calendar

year from 12 to 10, and address how single or consecutive event days count towards the total number of event days per calendar year; and

WHEREAS, Ontario Development Code Table 2.02-1 (Review Matrix) grants the Planning Commission the responsibility and authority to review and make recommendation to the City Council on the subject Application; and

WHEREAS, 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 January 27, 2026, the Planning Commission of the City of Ontario conducted a hearing to consider the Project, and concluded said hearing on that date; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, IT IS HEREBY FOUND, DETERMINED, AND RESOLVED by the Planning Commission of the City of Ontario, as follows:

SECTION 1: ***Environmental Determination and Findings.*** As the recommending authority for the Project, the Planning Commission has reviewed and considered the information contained in the administrative record for the Project. Based upon the facts and information contained in the administrative record, including all written and oral evidence presented to the Planning Commission, the Planning Commission finds as follows:

(1) The administrative record has been completed in compliance with CEQA, the State CEQA Guidelines, and the City of Ontario Local CEQA Guidelines; and

(2) The Development Code Amendment, as documented in the Agenda Report, is exempt from the requirements of the California Environmental Quality Act (CEQA) and the guidelines promulgated thereunder, pursuant to Section 15061(b)(3) of the CEQA Guidelines, in that the activity is covered by the “common sense exemption” (also known as the “general rule exemption”) that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and

(3) The determination that the Development Code Amendment is not subject to CEQA reflects the independent judgment of the Planning Commission.

SECTION 2: ***Housing Element Compliance.*** Pursuant to the requirements of California Government Code Chapter 3, Article 10.6, commencing with Section 65580, as the recommending authority for the Project, the Planning Commission finds that based on the facts and information contained in the Application and supporting documentation, the project is consistent with the Housing Element of the Policy Plan (General Plan) component of The Ontario Plan.

SECTION 3: ***Airport Land Use Compatibility Plan (ALUCP) Compliance.*** The California State Aeronautics Act (Public Utilities Code Section 21670, et seq.) requires that an Airport Land Use Compatibility Plan be prepared for all public use airports in the State; and requires that local land use plans and individual development proposals must be consistent with the policies set forth in the adopted Airport Land Use Compatibility Plan.

(1) On April 19, 2011, the City Council of the City of Ontario approved and adopted the Ontario International Airport Land use Compatibility Plan, establishing the Airport Influence Area for Ontario International Airport, which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and limits future land uses and development within the Airport Influence Area, as they relate to noise, safety, airspace protection, and overflight impacts of current and future airport activity. As the recommending authority for the Project, the Planning Commission has reviewed and considered the facts and information contained in the Application and supporting documentation against the ONT ALUCP compatibility factors, including [1] Safety Criteria (ONT ALUCP Table 2-2) and Safety Zones (ONT ALUCP Map 2-2), [2] Noise Criteria (ONT ALUCP Table 2-3) and Noise Impact Zones (ONT ALUCP Map 2-3), [3] Airspace protection Zones (ONT ALUCP Map 2-4), and [4] Overflight Notification Zones (ONT ALUCP Map 2-5). As a result, the Planning Commission, therefore, the Planning Commission finds and determines that the Project is consistent with the policies and criteria set forth within the ONT ALUCP; and

(2) On August 2, 2022, the City Council of the City of Ontario approved and adopted a Development Code Amendment to establish the Chino Airport (CNO) Overlay Zoning District (OZD) and Reference I, Chino Airport Land Use Compatibility Plan (CNO ALUCP). The CNO OZD and CNO ALUCP established the Airport Influence Area for Chino Airport, solely within the City of Ontario, and limits future land uses and development within the Airport Influence Area, as they relate to safety, airspace protection, and overflight impacts of current and future airport activity. The CNO ALUCP is consistent with policies and criteria set forth within the Caltrans 2011 California Airport Land Use Planning Handbook. The proposed Project is located within the Airport Influence Area of Chino Airport and was evaluated and found to be consistent with the California Airport Land Use Planning Handbook and the CNO ALUCP. As the recommending authority for the Project, the Planning Commission has reviewed and considered the facts and information contained in the Application and supporting documentation against the CNO ALUCP compatibility factors, including Safety, Airspace

Protection, Overflight. As a result, the Planning Commission, therefore, the Planning Commission finds and determines that the Project is consistent with the policies and criteria set forth within the California Airport Land Use Planning Handbook and the CNO ALUCP.

SECTION 4: ***Concluding Facts and Reasons.*** Based upon the substantial evidence presented to the Planning Commission during the above-referenced hearing, and upon the specific findings set forth in Sections 1 through 3, above, the Planning Commission hereby concludes as follows:

(1) The proposed Development Code Amendment is consistent with the goals, policies, plans and exhibits of the Vision, Policy Plan (General Plan), and City Council Goals components of The Ontario Plan (TOP). The Development Code Amendment will: (a) serve to promote a community that is consistently seeking—and thoughtfully applying—new ways of doing things better, as encouraged by TOP's Vision; (b) provides for a variety of land uses and building types in our land use planning efforts that result in a complete community where residents at all stages of life, have a wide spectrum of choices of where they can live and recreate, as promoted by Land Use Element Policy LU-1.6, Complete Community; and (c) promotes the City Council Goals through the establishment of Development Code provisions that encourages investment in the growth and evolution of the City's economy and focuses City resources in commercial and residential neighborhoods.

(2) The proposed Development Code Amendment would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City. The Development Code Amendment incorporates safeguards intended to ensure that the purposes of the Development Code are preserved; the project will not be contrary to or damage the public health, safety, convenience, or general welfare; the project will not result in any significant environmental impacts; and the project will be in full conformity with the Vision, City Council Priorities, and Policy Plan components of The Ontario Plan.

SECTION 5: ***Planning Commission Action.*** Based upon the findings and conclusions set forth in Sections 1 through 4, above, the Planning Commission hereby RECOMMENDS THE CITY COUNCIL APPROVES the herein described changes that comprise the Development Code Amendment, and which are attached hereto as "Attachment A," and incorporated herein by this reference.

SECTION 6: ***Custodian of Records.*** The documents and materials that constitute the record of proceedings on which these findings have been based are located at the City of Ontario City Hall, 303 East B Street, Ontario, California 91764. The custodian for these records is the City Clerk of the City of Ontario.

SECTION 7: ***Certification to Adoption.*** The Secretary shall certify to the adoption of the Resolution.

The Secretary Pro Tempore for the Planning Commission of the City of Ontario shall certify as to the adoption of this Resolution.

I hereby certify that the foregoing Resolution was duly and regularly introduced, passed and adopted by the Planning Commission of the City of Ontario at a regular meeting thereof held on the 27th day of January 2026, and the foregoing is a full, true and correct copy of said Resolution, and has not been amended or repealed.

Nicola Ricci
Planning Commission Chairperson

ATTEST:

Henry Noh
Planning Director and
Secretary of the Planning Commission

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

I, Gwen Berendsen, Secretary Pro Tempore of the Planning Commission of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. PC26-004, was duly passed and adopted by the Planning Commission of the City of Ontario at their regular meeting held on January 27, 2026, by the following roll call vote, to wit:

AYES: Anderson, DeDiemar, Gage, Lampkin, Marks, Ricci

NOES: None

ABSENT: None

ABSTAIN: None

Gwen Berendsen
Secretary Pro Tempore

ATTACHMENT A:

File No. PDCA26-001
2026 Development Code Amendment No. 1

(Document to follow this page)

5.03.385: Spring and Wire Product Manufacturing

Within the IP zoning district, the development of new spring and wire product manufacturing shall be limited to small-scale (GFA of less than 45,000 SF for single-tenant buildings and 60,000 SF for multiple-tenant buildings) facilities.

5.03.390: Tattooing, Body Piercing, Branding, and the Application of Permanent Cosmetics

The below-listed standards shall govern the establishment and operation of body art services in the City. For the purposes of this section, "body art services" shall mean tattooing, body piercing, branding, or the application of permanent cosmetics, excepting the piercing of an ear with a disposable, single-use, presterilized stud or solid needle that is applied using a mechanical device to force the needle or stud through the ear.

A. Every person and every business engaged in body art and/or permanent cosmetics services shall comply with all applicable provisions of the Safe Body Art Act (HSC Section 119300 et seq.).

B. Every person and every business engaged in body art and/or permanent cosmetics services shall obtain a health permit from the San Bernardino County Division of Environmental Health Services prior to commencement of the business activity.

C. A person proposing to construct, remodel, or revise a body art and/or permanent cosmetics facility shall first submit plans to the Ontario Planning Department and the San Bernardino County Division of Environmental Health Services for review and approval, prior to construction.

D. A body art services business located in the MU-1 (Downtown Mixed Use) zoning district shall not be located within 0.25-mile, as measured in a straight line from any point along the outer boundaries of the property or lease space containing the use, to any other body art services business. Refer to Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map for locations.

5.03.395: Temporary and Interim Land Uses, Buildings, and Structures

The following temporary and interim land uses shall be allowed upon the issuance of an Administrative Use Permit by the City pursuant to Section 4.03.015 (Administrative Use Permit) of this Development Code:

A. **Interim Farming Activities on Vacant or Underdeveloped Lands.** Farming activities may be established and operated as an interim use on vacant or underdeveloped lands pursuant to the requirements of Subsection 5.03.405.F (Urban Farms) of this Division.

B. **Model Homes.** The following standards shall govern the design and establishment of model homes:

1. Access shall meet the requirements of the Americans with Disabilities Act.

2. Any "trap" fencing shall be located on private property.

3. Any garage used as a sales office shall be converted back to a garage prior to dwelling occupancy.

4. A model complex consisting of 3 or more model homes shall develop and improve a separate lot to accommodate off-street parking, which shall be provided pursuant to Division 6.03 (Off-Street Parking and Loading) of this Development Code.

5. Subdivisions of 8 or more dwellings having at least one model home that is landscaped, shall demonstrate by installed landscape and irrigation, the principles of water-efficient landscaping and irrigation.

6. The developer of model homes constructed prior to the recordation of a final map for the subdivision containing the model homes, shall enter into a model home agreement with the City, in a form satisfactory to the City Attorney, to ensure that the model homes will not be sold prior to recordation of the final map, and that the model homes will be demolished and removed should the final map not record within a period acceptable to the City.

7. The project proponent shall remove the model homes and their appurtenances from the affected property within 30 days following the expiration of the Administrative Use Permit.

8. In approving a model home facility, the Reviewing Authority may require the installation of certain minimum improvements, such as paved parking, lighting and landscaping, and other improvements necessary to ensure and protect the public health, safety, and welfare.

9. To ensure removal of model homes and their appurtenances within the required period, the Reviewing Authority may require the project proponent provide a performance guarantee pursuant to Division 2.06 (Performance Guarantees) of this Development Code, in the amount of $10,000. The performance guarantee may be utilized by the City to pay any fees and costs incurred by the City, which is associated with the enforcement of Paragraphs A.1 through 8, above, and any conditions of Administrative Use Permit approval imposed by the Reviewing Authority.

C. **Street Fairs.** Street fairs may be allowed within any commercial or mixed-use zoning district.

D. **Temporary Alcoholic Beverage Sales.** Temporary alcoholic beverage sales for consumption on the premises may be allowed within nonresidential zoning districts in conjunction with a temporary activity, display, or event for which an Administrative Use Permit is granted pursuant to Section 4.03.015 (Administrative Use Permits) of this Development Code.

E. **Temporary Buildings and Structures.** Temporary buildings and structures, including but not limited to trailers and prefabricated ("modular") buildings, and appurtenances thereto, may be allowed within any residential, commercial, mixed-use, industrial, specialized use, or overlay zoning district, subject to the following:

1. The Planning Director may approve temporary buildings and structures for an initial 2-year period, which shall be granted pursuant to Section 4.03.015 (Administrative Use Permits) of this Development Code. The time in which the approval expires may be extended by the Reviewing Authority for a maximum of 2 one-year periods.

2. Temporary buildings and structures requested for periods in excess of the maximum 4 years allowed pursuant to Paragraph E.1, above, may be allowed for periods not to exceed a

total of 10 years, subject to Conditional Use Permit approval, granted pursuant to Section 4.02.015 (Conditional Use Permits) of this Development Code.

3. In approving temporary buildings and structures, the Reviewing Authority may require the installation of certain minimum improvements, such as paved parking, lighting and landscaping, and other improvements necessary to ensure and protect the public health, safety, and/or welfare.

4. The project proponent shall remove the temporary building(s) or structure(s), and any appurtenances thereto, from the affected property within 30 days following the expiration of project approval.

5. To ensure removal of a temporary building or structure, and all appurtenances thereto, within the required period, the Reviewing Authority may require the project proponent provide a performance guarantee pursuant to Division 2.06 (Performance Guarantees) of this Development Code, in the amount of $10,000. The performance guarantee may be utilized by the City to pay any fees and costs incurred by the City, which is associated with the enforcement Paragraphs F.1 and F.3, above, and any conditions of Administrative Use Permit or Conditional Use Permit approval, as applicable, imposed by the Reviewing Authority.

F. Temporary Facilities. Temporary facilities, such as parking lots for interim use, may be allowed within any residential, commercial, mixed-use, industrial, specialized use, or overlay zoning district, subject to the following:

1. The Planning Director may approve temporary facilities for an initial 2-year period, which shall be granted pursuant to Section 4.03.015 (Administrative Use Permits) of this Development Code. The time in which the approval expires may be extended by the Planning Director a maximum of 2 one-year periods.

2. Temporary facilities requested for periods in excess of the maximum 4 years allowed pursuant to Paragraph E.1, above, may be allowed for periods not to exceed a total of 10 years, subject to Conditional Use Permit approval, granted pursuant to Section 4.02.015 (Conditional Use Permits) of this Development Code.

3. In approving a temporary facility, the Reviewing Authority may require the installation of certain minimum improvements, such as paved parking, lighting and landscaping, and other improvements necessary to ensure and protect the public health, safety, and/or welfare.

4. The project proponent shall remove the temporary facility and all appurtenances thereto from the affected property within 30 days following the expiration of the Administrative Use Permit.

5. To ensure removal of a temporary facility and all appurtenances thereto within the required period, the Reviewing Authority may require the project proponent provide a performance guarantee pursuant to Division 2.06 (Performance Guarantees) of this Development Code, in the amount of $10,000. The performance guarantee may be utilized by the City to pay fees and costs incurred by the City, associated with the enforcement of Paragraphs E.1 and E.3, above, and any conditions of Administrative Use Permit or Conditional Use Permit approval, as applicable, imposed by the Reviewing Authority.

G. Temporary Outdoor Activities, Displays, Events, and Sales. Temporary outdoor sales, displays, and activities may be allowed within any commercial, mixed-use, industrial, or specialized use zoning district, and within residential zoning districts in conjunction with a legally established religious assembly land use, subject to the approval of an Administrative Use Permit pursuant to Section 4.03.015 (Administrative Use Permit) of this Development Code, and are further classified as follows:

1. Retail Sales Events and Other Similar Business Events. Retail sales events and other similar business events, including but not limited to special outdoor sales, sidewalk sales, and parking lot sales, are subject to the following:

a. A retail sales event or other similar business event shall only be allowed in conjunction with a legally established business that has been operated for a period of at least 180 days prior to the retail sales event or other similar business event.

b. ~~Retail sales events and other similar business events shall be limited to 12, one-week periods per calendar year, per business location. The one-week periods may be used consecutively, with a mandatory down time of one week between each 6 week period~~Retail sales events and other similar business events shall be limited to a maximum of 10 events per calendar year (maximum of 20 days/calendar year), for each commercial center, office, or industrial/business park complex. Each event may occur for a maximum of 2 consecutive days and each additional event (maximum of 2 consecutive days) after the initial event shall count towards the 10-event annual maximum, even when events are held on consecutive days. The annual event maximum shall apply collectively to all tenants within the commercial center, office, or industrial/business park complex. For the purposes of this section, a commercial center, office or industrial/business park complex shall be considered a single site, regardless of the number of parcels, property owners, or tenants within the development area.

c. The outdoor display of merchandise shall be restricted to an area directly adjacent to the business' exterior storefront; however, in the case of shopping centers, when it is not practical for the outdoor display area to be located directly adjacent to the business front, the sale area shall be located in an area as close as practically possible, to the business' exterior storefront.

d. The display of merchandise shall not impede pedestrian or vehicular circulation.

e. All merchandise, materials, signs, and debris shall be removed from the outdoor area by 9:00 AM following the last day of the retail sales event.

2. Holiday Retail Sales. Holiday retail sales include Christmas tree and pumpkin sales, and shall be limited to 30 days duration, 2 times per calendar year, for each business location.

3. Shows and Exhibits. Religious, historic, patriotic, or other similar outdoor displays may be permitted within a yard, parking lot or landscaped area, by or for the benefit of nonprofit organizations, subject to the following:

a. Shows and exhibits shall be limited to 30 days duration within any 90-day period.

b. The show or exhibit shall not impede pedestrian or vehicular traffic.

c. Shows and exhibits shall not be conducted within 1,000 FT of any residential land use, as measured in a straight line from any point along the outer boundaries of the property containing the show or exhibit. This separation requirement may be reduced by the Planning Director, provided the type and size of event proposed could in no way adversely affect residential land uses.

d. All equipment, materials, signs, and debris shall be removed from the outdoor area by 9:00 AM following the last day of the display.

4. Amusement and/or Sporting Events. Bazaars, circuses, carnivals, rodeos, pony rides and other similar temporary amusement and/or sporting events may be permitted, subject to the following:

a. Events shall be limited to 2 periods of 7 days duration per calendar year, for each event location. The 2 event periods may be used consecutively.

b. Events shall not be conducted within 1,000 FT of any residential zoning district, as measured in a straight line from any point along the outer boundaries of the property or lease space containing the event. This separation requirement may be reduced by the Planning Director, provided the type and size of event proposed could in no way adversely affect residential land uses.

c. All equipment, materials, signs, and debris shall be removed from the event location by 9:00 AM following the last day of the event.

5. Tent Revivals. Tent revivals and other similar temporary events involving the large assemblage of people and/or equipment within a temporary structure or in the open air, may be permitted, subject to the following:

a. Tent revivals shall be limited to 2 periods of 7 days duration per calendar year, for each event location. The 2 event periods may be used consecutively.

b. Tent revivals shall not be conducted within 1,000 FT of any residential land use, as measured in a straight line from any point along the outer boundaries of the property or lease space containing the tent revival. This separation requirement may be reduced by the Planning Director, provided the type and size of event proposed could in no way adversely affect residential land uses.

c. All equipment, materials, signs, and debris shall be removed from the event location by 9:00 AM following the last day of the event.

6. Charitable and Fund Raising Events. Fund raising events for charitable organizations and other non-profit organizations, such as churches, schools, clubs, and other similar organizations, may be permitted to hold special outdoor fund raising events, hosted by and in conjunction with a legally established commercial or industrial land uses, subject to the following:

a. Charitable and fund raising events shall be limited to 12 events per calendar year per location, not to exceed one event per month. Events shall be limited to a maximum of 4 days duration.

b. Charitable and fund raising events shall be restricted to an area directly adjacent to the host business' exterior; however, when it is impractical for the event to be located directly adjacent to the host business, such as in the case of a commercial shopping center, the event shall be located in an area as close as practically possible to the host business' exterior.

c. Charitable and fund raising events shall not impede pedestrian or vehicular circulation.

d. All equipment, materials, signs, and debris shall be removed from the event location by 9:00 AM following the last day of the event.

H. Temporary Produce Stands. Temporary produce stands may be established and operated pursuant to the requirements of 5.03.410.E.2.d (Community Garden On-Site Produce Sales) and 5.03.410.F.d.2 (Urban Farm On-Site Produce Sales) of this Division.

I. Temporary Real Estate Sales, Lease and Rental Offices. Temporary real estate sales, lease, and rental offices may be allowed within any residential, commercial, mixed-use, industrial, specialized use, or overlay zoning district, subject to the following:

1. A temporary real estate sales, lease, or rental office shall be located a minimum of 200 FT from any existing dwelling outside of the subdivision or development project.

2. A temporary real estate sales, lease, or rental office may be established within a model dwelling, or within a temporary structure specifically designed for the use and approved pursuant to Subsection E (Temporary Office Structures) of this Section.

3. A certificate of occupancy for a temporary real estate sales, lease, or rental office shall not be issued until after a subdivision has been recorded with the San Bernardino County Recorder, or a building permit has been issued for a multiple-family development project.

4. Temporary real estate sales, lease, or rental offices shall be removed from the site within 30 days following the sale, lease, or rental of the last dwelling unit.

5. Comply with all provisions of Division 8.1 (Sign Regulations) pertaining to temporary real estate sales, lease, and rental signs.

J. Temporary Wireless Telecommunications Facilities. Temporary wireless telecommunications facilities may be allowed to fulfill short-term wireless capacity and/or coverage needs of the community, resulting from special activities or events for which a Temporary Use Permit has been approved, or to serve areas experiencing short-term population increases which the existing wireless telecommunications system cannot adequately support, such as seasonal retail sales, and other City-supported activities/events.

1. The Planning Director may approve short-term temporary wireless telecommunications facility pursuant to Section 4.03.015 (Administrative Use Permits) of this Development Code. Should the City determine that a temporary wireless telecommunications facility is needed to fulfill the short-term wireless capacity and coverage needs of the community, an application for the short-term temporary wireless telecommunications facility, and applicable processing fees, shall be submitted for review and approval by the City. Furthermore, the following shall be imposed as a condition of application approval:

a. The short-term temporary wireless telecommunications facility may remain in place for a period of 90 days from date of installation. The time in which the approval expires may be extended for a maximum of 2 periods of 90 days duration, each, for a total of 270 days.

b. Engineered plans and drawings (if required) to erect the temporary wireless telecommunications facility are to be submitted to the Building and Planning Departments for review and approval. All applicable building permits shall be required.

c. If a generator is to be provided to operate or provide backup power to the temporary wireless telecommunications facility, all applicable requirements of OMC Chapter 29 (Noise) of Title 5 (Public Welfare, Morals and Conduct) shall be complied with.

An agreement with the City and the posting of a $10,000 bond shall be required for any short-term temporary wireless telecommunications facility. The agreement shall state the applicant's concurrence with the temporary nature of the permit and the acceptance of the conditions of approval. The bond shall secure the applicant's obligations to immediately remove approved facility upon expiration of the use permit. (Note: The bond requirement may be waived by the Development Agency Director.)

K. Temporary Truck Parking Facilities. Temporary truck parking facilities for interim use, may be allowed within the IND (Industrial), BP (Business Park), and GC (General Commercial) Policy Plan land use designations, and the AG (Agricultural) zoning district, subject to the following:

1. Temporary truck parking facilities may be allowed in the general area south of Schaefer Avenue, north of Merrill Avenue, east of Euclid Avenue, and west of the Cucamonga Creek Flood Control Channel.

2. Temporary truck parking facilities shall only be allowed on owner occupied parcels.

3. The Planning Director may approve temporary truck parking facilities for an initial 2-year period, which shall be granted pursuant to Section 4.03.015 (Administrative Use Permits) of this Development Code. The time in which the approval expires may be extended by the Planning Director a maximum of 2 one-year periods.

4. Temporary truck parking facilities requested for periods in excess of the maximum 4 years allowed pursuant to Paragraph K.3, above, may be allowed for periods not to exceed a total of 10 years, subject to Conditional Use Permit approval, granted pursuant to Section 4.02.015 (Conditional Use Permits) of this Development Code.

5. In approving a temporary truck parking facility, the Reviewing Authority may require the installation of certain minimum improvements, such as paved parking, lighting and landscaping, and other improvements necessary to ensure and protect the public health, safety, and/or welfare.

6. The project proponent shall remove the temporary truck parking facility and all appurtenances thereto from the affected property within 30 days following the expiration of the Administrative Use Permit.

7. To ensure removal of a temporary truck parking facility and all appurtenances thereto within the required period, the Reviewing Authority may require the project proponent provide a performance guarantee pursuant to Division 2.06 (Performance Guarantees) of this Development Code, in the amount of $10,000. The performance guarantee may be utilized by

the City to pay fees and costs incurred by the City, associated with the enforcement of Paragraphs K.3 and K.5, above, and any conditions of Administrative Use Permit or Conditional Use Permit approval, as applicable, imposed by the Reviewing Authority.

5.03.400: Thrift and Secondhand Stores, and Used Goods Stores

The on-site collection of salvageable personal property in conjunction with thrift and secondhand stores, and used goods stores, shall be prohibited, except as allowed by Section 5.03.320 (Personal Property Collection Bins) of this Division.

5.03.403: Single-Family Two-Unit Projects

A. **Purpose.** The purpose of this Section is to allow and appropriately regulate Single-Family Two-Unit Projects pursuant to GC Section 65852.21.

B. **Definition**. A "Single-Family Two-Unit Project" means the development of two primary dwelling units or, if there is already a primary dwelling unit on the lot, the development of a second primary dwelling unit on a legally subdivided lot pursuant to the requirements of this Section.

C. **Application**.

1. Only individual property owners may apply for a Two-Unit Project. "Individual property owner" means a natural person holding fee title individually or jointly in the person's own name or a beneficiary of a trust that holds fee title. "Individual property owner" does not include any corporation or corporate person of any kind (partnership, LP, LLC, C corporation, S corporation, etc.) except for a community land trust (as defined by Revenue and Taxation Code Section 402.1(a)(11)(C)(ii)) or a qualified nonprofit corporation (as defined by Section 214.15).

2. An application for a Two-Unit Project shall be submitted on a City application form.

3. The applicant shall obtain a certificate of compliance with the Subdivision Map Act for the lot and provide the certificate with the application.

4. Only a complete application will be considered. The City will inform the applicant in writing of any incompleteness within 30 days following application submittal.

5. The City may establish a fee to recover its costs for adopting, implementing, and enforcing this Section of the Development Code, pursuant to applicable law. The City council may establish and change the fee by resolution. The fee shall be paid with the application.

D. **Approval**.

1. An application for a Two-Unit Project is approved or denied ministerially, by the Planning Director, without discretionary review.

2. The ministerial approval of a Two-Unit Project does not take effect until the City has confirmed that all required documents have been recorded, such as the deed restriction and easements.

ORDINANCE NO. _____

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

WHEREAS, THE CITY OF ONTARIO (Applicant) has initiated an Application for the approval of a Development Code Amendment, File No. PDCA26-001, as described title of this Ordinance (hereinafter referred to as Application or Project); and

WHEREAS, the City of Ontario Development Code (Ontario Municipal Code Title 9) provides the legislative framework for the implementation of The Ontario Plan, which establishes long term principals, goals, and policies for guiding the growth and development of the City in a manner that achieves Ontario's vision, and promotes and protects the public health, safety, comfort, convenience, prosperity, and welfare of its citizens; and

WHEREAS, the Development Code Amendment is of citywide impact, affecting approximately 50 square miles (32,022 acres) of land, which is generally bordered by Benson Avenue and Euclid Avenue on the west; Interstate 10 Freeway, Eighth Street, and Fourth Street on the north; Etiwanda Avenue and Hamner Avenue on the east; and Merrill Avenue and the San Bernardino County/Riverside County boundary on the south; and

WHEREAS, pursuant to the police powers delegated to it by the California Constitution, the City has the authority to enact laws which promote the public health, safety, and general welfare of its citizens; and

WHEREAS, the Ontario Development Code implements federal and state planning, zoning, subdivision, and environmental laws to guide orderly development of the City in a manner that promotes and protects the public health, safety, comfort, convenience, prosperity, and welfare of its residents; and

WHEREAS, certain clarifications and revisions to the City of Ontario Development Code are proposed, generally described as follows:

(1) Revise Chapter 5.0 (Zoning and Land Use), Section 5.03-Supplemental Land Use Regulations, Section 5.03.395: Temporary and Interim Land Uses, Buildings, and Structures to revise 5.03.395.G.1.b to reduce the total number of retail sales events a commercial center, office, or industrial/business park complex may have per calendar year from 12 to 10, and addresses how single or consecutive event days count towards the total number of event days per calendar year; and

WHEREAS, pursuant to the provisions of Government Code Title 1, Division 1, Chapter 3 (commencing with Government Code Section 65100) Ontario Development Code Table 2.02-1 (Review Matrix) assigns the City Council the responsibility and authority to review and act on the Development Code Amendment following review and recommendation on the matter by the Planning Commission; and

WHEREAS, City of Ontario Development Code Division 2.03 (Public Hearings) prescribes the manner in which public notification shall be provided and hearing procedures to be followed, and all such notifications and procedures have been completed; and

WHEREAS, on January 27, 2026, the Planning Commission of the City of Ontario conducted a hearing to consider the Development Code Amendment and concluded said hearing on that date, voting to issue Resolution No. PC26-004, recommending the City Council approve the Development Code Amendment; 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. As the decision-making body for the Development Code Amendment, the City Council has reviewed and considered the information contained in the administrative record for the Development Code Amendment. Based upon the facts and information contained in the administrative record, including all written and oral evidence presented to the City Council, the City Council finds as follows:

(1) The administrative record has been completed in compliance with CEQA, the State CEQA Guidelines, and the City of Ontario Local CEQA Guidelines; and

(2) The Development Code Amendment, as documented in the Agenda Report, is exempt from the requirements of the California Environmental Quality Act (CEQA) and the guidelines promulgated thereunder, pursuant to Section 15061(b)(3) of the CEQA Guidelines, in that the activity is covered by the “common sense exemption” (also known as the “general rule exemption”) that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The determination that the Development Code Amendment is not subject to CEQA reflects the independent judgment of the City Council.

SECTION 2. Pursuant to the requirements of California Government Code Chapter 3, Article 10.6, commencing with Section 65580, as the recommending authority for the Development Code Amendment, the City Council finds that based on the facts and information contained in the Application and supporting documentation, the project is consistent with the Housing Element of the Policy Plan (General Plan) component of The Ontario Plan.

SECTION 3. The California State Aeronautics Act (Public Utilities Code Section 21670, et seq.) requires that an Airport Land Use Compatibility Plan be prepared for all public use airports in the State; and requires that local land use plans and individual development proposals must be consistent with the policies set forth in the adopted Airport Land Use Compatibility Plan.

(1) On April 19, 2011, the City Council of the City of Ontario approved and adopted the Ontario International Airport Land use Compatibility Plan, establishing the Airport Influence Area for Ontario International Airport, which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and limits future land uses and development within the Airport Influence Area, as they relate to noise, safety, airspace protection, and overflight impacts of current and future airport activity. As the decision-making body for the Development Code Amendment, the City Council has reviewed and considered the facts and information contained in the Application and supporting documentation against the ONT ALUCP compatibility factors, including [1] Safety Criteria (ONT ALUCP Table 2-2) and Safety Zones (ONT ALUCP Map 2-2), [2] Noise Criteria (ONT ALUCP Table 2-3) and Noise Impact Zones (ONT ALUCP Map 2-3), [3] Airspace protection Zones (ONT ALUCP Map 2-4), and [4] Overflight Notification Zones (ONT ALUCP Map 2-5). As a result, the City Council, therefore, finds and determines that the Project is consistent with the policies and criteria set forth within the ONT ALUCP; and

(2) On August 2, 2022, the City Council of the City of Ontario approved and adopted a Development Code Amendment to establish the Chino Airport (CNO) Overlay Zoning District (OZD) and Reference I, Chino Airport Land Use Compatibility Plan (CNO ALUCP). The CNO OZD and CNO ALUCP established the Airport Influence Area for Chino Airport, solely within the City of Ontario, and limits future land uses and development within the Airport Influence Area, as they relate to safety, airspace protection, and overflight impacts of current and future airport activity. The CNO ALUCP is consistent with policies and criteria set forth within the Caltrans 2011 California Airport Land Use Planning Handbook. The proposed Project is located within the Airport Influence Area of Chino Airport and was evaluated and found to be consistent with the California Airport Land Use Planning Handbook and the CNO ALUCP. As the decision-making body for the Development Code Amendment, the City Council has reviewed and considered the facts and information contained in the Application and supporting documentation against the CNO ALUCP compatibility factors, including Safety, Airspace Protection, Overflight. As a result, the City Council, therefore, finds and determines that the Project is consistent with the policies and criteria set forth within the California Airport Land Use Planning Handbook and the CNO ALUCP.

SECTION 4. Based upon the substantial evidence presented to the City Council during the above-referenced hearing, and upon the specific findings set forth in Sections 1 through 3, above, the City Council hereby concludes as follows:

(1) The proposed Development Code Amendment is consistent with the goals, policies, plans and exhibits of the Vision, Policy Plan (General Plan), and City Council Goals components of The Ontario Plan (TOP). The Development Code Amendment will:

(a) serve to promote a community that is consistently seeking—and thoughtfully applying—new ways of doing things better, as encouraged by TOP's Vision; (b) provides for a variety of land uses and building types in our land use planning efforts that result in a complete community where residents at all stages of life, have a wide spectrum of choices of where they can live and recreate, as promoted by Land Use Element Policy LU-1.6, Complete Community; and (c) promotes the City Council Goals through the establishment of Development Code provisions that encourages investment in the growth and evolution of the City's economy and focuses City resources in commercial and residential neighborhoods.

(2) The proposed Development Code Amendment would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City. The Development Code Amendment incorporates safeguards intended to ensure that the purposes of the Development Code are preserved; the project will not be contrary to or damage the public health, safety, convenience, or general welfare; the project will not result in any significant environmental impacts; and the project will be in full conformity with the Vision, City Council Priorities, and Policy Plan components of The Ontario Plan.

SECTION 5. Based upon the findings and conclusions set forth in Sections 1 through 4, above, the City Council hereby APPROVES the herein described changes that comprise the Development Code Amendment, and which are attached hereto as "Attachment A," and incorporated herein by this reference.

SECTION 6. The documents and materials that constitute the record of proceedings on which these findings have been based are located at the City of Ontario City Hall, 303 East B Street, Ontario, California 91764. The custodian for these records is the City Clerk of the City of Ontario.

SECTION 7. If any section, sentence, clause or phrase of this Ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The People of the City of Ontario hereby declare that they would have adopted this Ordinance and each section, sentence, clause, or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

SECTION 8. This Ordinance shall become effective 30 days following its adoption.

SECTION 9. The Mayor shall sign this Ordinance and the City Clerk shall certify as to the adoption and shall cause a summary thereof to be published at least once, in a newspaper of general circulation in the City of Ontario, California within 15 days following adoption. The City Clerk shall post a certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this 3rd day of March 2026.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHELIA 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 on February 17, 2026, and adopted at the regular meeting held on March 3, 2026, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

SHELIA MAUTZ, CITY CLERK

(SEAL)

I hereby certify that the following is the original of Ordinance No. duly passed and adopted by the Ontario City Council at their regular meeting held on March 3, 2026, and that Summaries of the Ordinance were published on XXXX, and XXXX, in the Inland Valley Daily Bulletin newspaper.

SHELIA MAUTZ, CITY CLERK

(SEAL)

ATTACHMENT A:

File No. PDCA26-001
2026 Development Code Amendment No. 1

(Document to follow this page)

5.03.385: Spring and Wire Product Manufacturing

Within the IP zoning district, the development of new spring and wire product manufacturing shall be limited to small-scale (GFA of less than 45,000 SF for single-tenant buildings and 60,000 SF for multiple-tenant buildings) facilities.

5.03.390: Tattooing, Body Piercing, Branding, and the Application of Permanent Cosmetics

The below-listed standards shall govern the establishment and operation of body art services in the City. For the purposes of this section, "body art services" shall mean tattooing, body piercing, branding, or the application of permanent cosmetics, excepting the piercing of an ear with a disposable, single-use, presterilized stud or solid needle that is applied using a mechanical device to force the needle or stud through the ear.

A. Every person and every business engaged in body art and/or permanent cosmetics services shall comply with all applicable provisions of the Safe Body Art Act (HSC Section 119300 et seq.).

B. Every person and every business engaged in body art and/or permanent cosmetics services shall obtain a health permit from the San Bernardino County Division of Environmental Health Services prior to commencement of the business activity.

C. A person proposing to construct, remodel, or revise a body art and/or permanent cosmetics facility shall first submit plans to the Ontario Planning Department and the San Bernardino County Division of Environmental Health Services for review and approval, prior to construction.

D. A body art services business located in the MU-1 (Downtown Mixed Use) zoning district shall not be located within 0.25-mile, as measured in a straight line from any point along the outer boundaries of the property or lease space containing the use, to any other body art services business. Refer to Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map for locations.

5.03.395: Temporary and Interim Land Uses, Buildings, and Structures

The following temporary and interim land uses shall be allowed upon the issuance of an Administrative Use Permit by the City pursuant to Section 4.03.015 (Administrative Use Permit) of this Development Code:

A. **Interim Farming Activities on Vacant or Underdeveloped Lands.** Farming activities may be established and operated as an interim use on vacant or underdeveloped lands pursuant to the requirements of Subsection 5.03.405.F (Urban Farms) of this Division.

B. **Model Homes.** The following standards shall govern the design and establishment of model homes:

1. Access shall meet the requirements of the Americans with Disabilities Act.

2. Any "trap" fencing shall be located on private property.

3. Any garage used as a sales office shall be converted back to a garage prior to dwelling occupancy.

4. A model complex consisting of 3 or more model homes shall develop and improve a separate lot to accommodate off-street parking, which shall be provided pursuant to Division 6.03 (Off-Street Parking and Loading) of this Development Code.

5. Subdivisions of 8 or more dwellings having at least one model home that is landscaped, shall demonstrate by installed landscape and irrigation, the principles of water-efficient landscaping and irrigation.

6. The developer of model homes constructed prior to the recordation of a final map for the subdivision containing the model homes, shall enter into a model home agreement with the City, in a form satisfactory to the City Attorney, to ensure that the model homes will not be sold prior to recordation of the final map, and that the model homes will be demolished and removed should the final map not record within a period acceptable to the City.

7. The project proponent shall remove the model homes and their appurtenances from the affected property within 30 days following the expiration of the Administrative Use Permit.

8. In approving a model home facility, the Reviewing Authority may require the installation of certain minimum improvements, such as paved parking, lighting and landscaping, and other improvements necessary to ensure and protect the public health, safety, and welfare.

9. To ensure removal of model homes and their appurtenances within the required period, the Reviewing Authority may require the project proponent provide a performance guarantee pursuant to Division 2.06 (Performance Guarantees) of this Development Code, in the amount of $10,000. The performance guarantee may be utilized by the City to pay any fees and costs incurred by the City, which is associated with the enforcement of Paragraphs A.1 through 8, above, and any conditions of Administrative Use Permit approval imposed by the Reviewing Authority.

C. **Street Fairs.** Street fairs may be allowed within any commercial or mixed-use zoning district.

D. **Temporary Alcoholic Beverage Sales.** Temporary alcoholic beverage sales for consumption on the premises may be allowed within nonresidential zoning districts in conjunction with a temporary activity, display, or event for which an Administrative Use Permit is granted pursuant to Section 4.03.015 (Administrative Use Permits) of this Development Code.

E. **Temporary Buildings and Structures.** Temporary buildings and structures, including but not limited to trailers and prefabricated ("modular") buildings, and appurtenances thereto, may be allowed within any residential, commercial, mixed-use, industrial, specialized use, or overlay zoning district, subject to the following:

1. The Planning Director may approve temporary buildings and structures for an initial 2-year period, which shall be granted pursuant to Section 4.03.015 (Administrative Use Permits) of this Development Code. The time in which the approval expires may be extended by the Reviewing Authority for a maximum of 2 one-year periods.

2. Temporary buildings and structures requested for periods in excess of the maximum 4 years allowed pursuant to Paragraph E.1, above, may be allowed for periods not to exceed a

total of 10 years, subject to Conditional Use Permit approval, granted pursuant to Section 4.02.015 (Conditional Use Permits) of this Development Code.

3. In approving temporary buildings and structures, the Reviewing Authority may require the installation of certain minimum improvements, such as paved parking, lighting and landscaping, and other improvements necessary to ensure and protect the public health, safety, and/or welfare.

4. The project proponent shall remove the temporary building(s) or structure(s), and any appurtenances thereto, from the affected property within 30 days following the expiration of project approval.

5. To ensure removal of a temporary building or structure, and all appurtenances thereto, within the required period, the Reviewing Authority may require the project proponent provide a performance guarantee pursuant to Division 2.06 (Performance Guarantees) of this Development Code, in the amount of $10,000. The performance guarantee may be utilized by the City to pay any fees and costs incurred by the City, which is associated with the enforcement Paragraphs F.1 and F.3, above, and any conditions of Administrative Use Permit or Conditional Use Permit approval, as applicable, imposed by the Reviewing Authority.

F. Temporary Facilities. Temporary facilities, such as parking lots for interim use, may be allowed within any residential, commercial, mixed-use, industrial, specialized use, or overlay zoning district, subject to the following:

1. The Planning Director may approve temporary facilities for an initial 2-year period, which shall be granted pursuant to Section 4.03.015 (Administrative Use Permits) of this Development Code. The time in which the approval expires may be extended by the Planning Director a maximum of 2 one-year periods.

2. Temporary facilities requested for periods in excess of the maximum 4 years allowed pursuant to Paragraph E.1, above, may be allowed for periods not to exceed a total of 10 years, subject to Conditional Use Permit approval, granted pursuant to Section 4.02.015 (Conditional Use Permits) of this Development Code.

3. In approving a temporary facility, the Reviewing Authority may require the installation of certain minimum improvements, such as paved parking, lighting and landscaping, and other improvements necessary to ensure and protect the public health, safety, and/or welfare.

4. The project proponent shall remove the temporary facility and all appurtenances thereto from the affected property within 30 days following the expiration of the Administrative Use Permit.

5. To ensure removal of a temporary facility and all appurtenances thereto within the required period, the Reviewing Authority may require the project proponent provide a performance guarantee pursuant to Division 2.06 (Performance Guarantees) of this Development Code, in the amount of $10,000. The performance guarantee may be utilized by the City to pay fees and costs incurred by the City, associated with the enforcement of Paragraphs E.1 and E.3, above, and any conditions of Administrative Use Permit or Conditional Use Permit approval, as applicable, imposed by the Reviewing Authority.

G. Temporary Outdoor Activities, Displays, Events, and Sales. Temporary outdoor sales, displays, and activities may be allowed within any commercial, mixed-use, industrial, or specialized use zoning district, and within residential zoning districts in conjunction with a legally established religious assembly land use, subject to the approval of an Administrative Use Permit pursuant to Section 4.03.015 (Administrative Use Permit) of this Development Code, and are further classified as follows:

1. Retail Sales Events and Other Similar Business Events. Retail sales events and other similar business events, including but not limited to special outdoor sales, sidewalk sales, and parking lot sales, are subject to the following:

a. A retail sales event or other similar business event shall only be allowed in conjunction with a legally established business that has been operated for a period of at least 180 days prior to the retail sales event or other similar business event.

b. ~~Retail sales events and other similar business events shall be limited to 12, one-week periods per calendar year, per business location. The one-week periods may be used consecutively, with a mandatory down time of one week between each 6 week period~~Retail sales events and other similar business events shall be limited to a maximum of 10 events per calendar year (maximum of 20 days/calendar year), for each commercial center, office, or industrial/business park complex. Each event may occur for a maximum of 2 consecutive days and each additional event (maximum of 2 consecutive days) after the initial event shall count towards the 10-event annual maximum, even when events are held on consecutive days. The annual event maximum shall apply collectively to all tenants within the commercial center, office, or industrial/business park complex. For the purposes of this section, a commercial center, office or industrial/business park complex shall be considered a single site, regardless of the number of parcels, property owners, or tenants within the development area.

c. The outdoor display of merchandise shall be restricted to an area directly adjacent to the business' exterior storefront; however, in the case of shopping centers, when it is not practical for the outdoor display area to be located directly adjacent to the business front, the sale area shall be located in an area as close as practically possible, to the business' exterior storefront.

d. The display of merchandise shall not impede pedestrian or vehicular circulation.

e. All merchandise, materials, signs, and debris shall be removed from the outdoor area by 9:00 AM following the last day of the retail sales event.

2. Holiday Retail Sales. Holiday retail sales include Christmas tree and pumpkin sales, and shall be limited to 30 days duration, 2 times per calendar year, for each business location.

3. Shows and Exhibits. Religious, historic, patriotic, or other similar outdoor displays may be permitted within a yard, parking lot or landscaped area, by or for the benefit of nonprofit organizations, subject to the following:

a. Shows and exhibits shall be limited to 30 days duration within any 90-day period.

b. The show or exhibit shall not impede pedestrian or vehicular traffic.

c. Shows and exhibits shall not be conducted within 1,000 FT of any residential land use, as measured in a straight line from any point along the outer boundaries of the property containing the show or exhibit. This separation requirement may be reduced by the Planning Director, provided the type and size of event proposed could in no way adversely affect residential land uses.

d. All equipment, materials, signs, and debris shall be removed from the outdoor area by 9:00 AM following the last day of the display.

4. Amusement and/or Sporting Events. Bazaars, circuses, carnivals, rodeos, pony rides and other similar temporary amusement and/or sporting events may be permitted, subject to the following:

a. Events shall be limited to 2 periods of 7 days duration per calendar year, for each event location. The 2 event periods may be used consecutively.

b. Events shall not be conducted within 1,000 FT of any residential zoning district, as measured in a straight line from any point along the outer boundaries of the property or lease space containing the event. This separation requirement may be reduced by the Planning Director, provided the type and size of event proposed could in no way adversely affect residential land uses.

c. All equipment, materials, signs, and debris shall be removed from the event location by 9:00 AM following the last day of the event.

5. Tent Revivals. Tent revivals and other similar temporary events involving the large assemblage of people and/or equipment within a temporary structure or in the open air, may be permitted, subject to the following:

a. Tent revivals shall be limited to 2 periods of 7 days duration per calendar year, for each event location. The 2 event periods may be used consecutively.

b. Tent revivals shall not be conducted within 1,000 FT of any residential land use, as measured in a straight line from any point along the outer boundaries of the property or lease space containing the tent revival. This separation requirement may be reduced by the Planning Director, provided the type and size of event proposed could in no way adversely affect residential land uses.

c. All equipment, materials, signs, and debris shall be removed from the event location by 9:00 AM following the last day of the event.

6. Charitable and Fund Raising Events. Fund raising events for charitable organizations and other non-profit organizations, such as churches, schools, clubs, and other similar organizations, may be permitted to hold special outdoor fund raising events, hosted by and in conjunction with a legally established commercial or industrial land uses, subject to the following:

a. Charitable and fund raising events shall be limited to 12 events per calendar year per location, not to exceed one event per month. Events shall be limited to a maximum of 4 days duration.

b. Charitable and fund raising events shall be restricted to an area directly adjacent to the host business' exterior; however, when it is impractical for the event to be located directly adjacent to the host business, such as in the case of a commercial shopping center, the event shall be located in an area as close as practically possible to the host business' exterior.

c. Charitable and fund raising events shall not impede pedestrian or vehicular circulation.

d. All equipment, materials, signs, and debris shall be removed from the event location by 9:00 AM following the last day of the event.

H. Temporary Produce Stands. Temporary produce stands may be established and operated pursuant to the requirements of 5.03.410.E.2.d (Community Garden On-Site Produce Sales) and 5.03.410.F.d.2 (Urban Farm On-Site Produce Sales) of this Division.

I. Temporary Real Estate Sales, Lease and Rental Offices. Temporary real estate sales, lease, and rental offices may be allowed within any residential, commercial, mixed-use, industrial, specialized use, or overlay zoning district, subject to the following:

1. A temporary real estate sales, lease, or rental office shall be located a minimum of 200 FT from any existing dwelling outside of the subdivision or development project.

2. A temporary real estate sales, lease, or rental office may be established within a model dwelling, or within a temporary structure specifically designed for the use and approved pursuant to Subsection E (Temporary Office Structures) of this Section.

3. A certificate of occupancy for a temporary real estate sales, lease, or rental office shall not be issued until after a subdivision has been recorded with the San Bernardino County Recorder, or a building permit has been issued for a multiple-family development project.

4. Temporary real estate sales, lease, or rental offices shall be removed from the site within 30 days following the sale, lease, or rental of the last dwelling unit.

5. Comply with all provisions of Division 8.1 (Sign Regulations) pertaining to temporary real estate sales, lease, and rental signs.

J. Temporary Wireless Telecommunications Facilities. Temporary wireless telecommunications facilities may be allowed to fulfill short-term wireless capacity and/or coverage needs of the community, resulting from special activities or events for which a Temporary Use Permit has been approved, or to serve areas experiencing short-term population increases which the existing wireless telecommunications system cannot adequately support, such as seasonal retail sales, and other City-supported activities/events.

1. The Planning Director may approve short-term temporary wireless telecommunications facility pursuant to Section 4.03.015 (Administrative Use Permits) of this Development Code. Should the City determine that a temporary wireless telecommunications facility is needed to fulfill the short-term wireless capacity and coverage needs of the community, an application for the short-term temporary wireless telecommunications facility, and applicable processing fees, shall be submitted for review and approval by the City. Furthermore, the following shall be imposed as a condition of application approval:

a. The short-term temporary wireless telecommunications facility may remain in place for a period of 90 days from date of installation. The time in which the approval expires may be extended for a maximum of 2 periods of 90 days duration, each, for a total of 270 days.

b. Engineered plans and drawings (if required) to erect the temporary wireless telecommunications facility are to be submitted to the Building and Planning Departments for review and approval. All applicable building permits shall be required.

c. If a generator is to be provided to operate or provide backup power to the temporary wireless telecommunications facility, all applicable requirements of OMC Chapter 29 (Noise) of Title 5 (Public Welfare, Morals and Conduct) shall be complied with.

An agreement with the City and the posting of a $10,000 bond shall be required for any short-term temporary wireless telecommunications facility. The agreement shall state the applicant's concurrence with the temporary nature of the permit and the acceptance of the conditions of approval. The bond shall secure the applicant's obligations to immediately remove approved facility upon expiration of the use permit. (Note: The bond requirement may be waived by the Development Agency Director.)

K. Temporary Truck Parking Facilities. Temporary truck parking facilities for interim use, may be allowed within the IND (Industrial), BP (Business Park), and GC (General Commercial) Policy Plan land use designations, and the AG (Agricultural) zoning district, subject to the following:

1. Temporary truck parking facilities may be allowed in the general area south of Schaefer Avenue, north of Merrill Avenue, east of Euclid Avenue, and west of the Cucamonga Creek Flood Control Channel.

2. Temporary truck parking facilities shall only be allowed on owner occupied parcels.

3. The Planning Director may approve temporary truck parking facilities for an initial 2-year period, which shall be granted pursuant to Section 4.03.015 (Administrative Use Permits) of this Development Code. The time in which the approval expires may be extended by the Planning Director a maximum of 2 one-year periods.

4. Temporary truck parking facilities requested for periods in excess of the maximum 4 years allowed pursuant to Paragraph K.3, above, may be allowed for periods not to exceed a total of 10 years, subject to Conditional Use Permit approval, granted pursuant to Section 4.02.015 (Conditional Use Permits) of this Development Code.

5. In approving a temporary truck parking facility, the Reviewing Authority may require the installation of certain minimum improvements, such as paved parking, lighting and landscaping, and other improvements necessary to ensure and protect the public health, safety, and/or welfare.

6. The project proponent shall remove the temporary truck parking facility and all appurtenances thereto from the affected property within 30 days following the expiration of the Administrative Use Permit.

7. To ensure removal of a temporary truck parking facility and all appurtenances thereto within the required period, the Reviewing Authority may require the project proponent provide a performance guarantee pursuant to Division 2.06 (Performance Guarantees) of this Development Code, in the amount of $10,000. The performance guarantee may be utilized by

the City to pay fees and costs incurred by the City, associated with the enforcement of Paragraphs K.3 and K.5, above, and any conditions of Administrative Use Permit or Conditional Use Permit approval, as applicable, imposed by the Reviewing Authority.

5.03.400: Thrift and Secondhand Stores, and Used Goods Stores

The on-site collection of salvageable personal property in conjunction with thrift and secondhand stores, and used goods stores, shall be prohibited, except as allowed by Section 5.03.320 (Personal Property Collection Bins) of this Division.

5.03.403: Single-Family Two-Unit Projects

A. **Purpose.** The purpose of this Section is to allow and appropriately regulate Single-Family Two-Unit Projects pursuant to GC Section 65852.21.

B. **Definition**. A "Single-Family Two-Unit Project" means the development of two primary dwelling units or, if there is already a primary dwelling unit on the lot, the development of a second primary dwelling unit on a legally subdivided lot pursuant to the requirements of this Section.

C. **Application**.

1. Only individual property owners may apply for a Two-Unit Project. "Individual property owner" means a natural person holding fee title individually or jointly in the person's own name or a beneficiary of a trust that holds fee title. "Individual property owner" does not include any corporation or corporate person of any kind (partnership, LP, LLC, C corporation, S corporation, etc.) except for a community land trust (as defined by Revenue and Taxation Code Section 402.1(a)(11)(C)(ii)) or a qualified nonprofit corporation (as defined by Section 214.15).

2. An application for a Two-Unit Project shall be submitted on a City application form.

3. The applicant shall obtain a certificate of compliance with the Subdivision Map Act for the lot and provide the certificate with the application.

4. Only a complete application will be considered. The City will inform the applicant in writing of any incompleteness within 30 days following application submittal.

5. The City may establish a fee to recover its costs for adopting, implementing, and enforcing this Section of the Development Code, pursuant to applicable law. The City council may establish and change the fee by resolution. The fee shall be paid with the application.

D. **Approval**.

1. An application for a Two-Unit Project is approved or denied ministerially, by the Planning Director, without discretionary review.

2. The ministerial approval of a Two-Unit Project does not take effect until the City has confirmed that all required documents have been recorded, such as the deed restriction and easements.

CITY OF ONTARIO *Agenda Report* **February 17, 2026**	**SECTION:** **ADMINISTRATIVE REPORTS/DISCUSSION/ACTION**
Department: Records Management Prepared By: Claudia Y Isbell Department: Prepared By: Claudia Y Isbell Staff Member Presenting: Claudia Y. Isbell, Assistant City Clerk Reviewed By: Jordan T Villwock Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 17

SUBJECT: RESOLUTIONS WITHDRAWING TWO REFERENDUM MEASURES AND CANCELLING THE JUNE 2, 2026 SPECIAL MUNICIPAL ELECTION

RECOMMENDATION: That the City Council adopt Resolutions to withdraw two referendum measures from the June 2, 2026 Special Municipal Election ballot and to cancel the election for the measures.

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

FISCAL IMPACT: According to the San Bernardino County Registrar of Voters, the June 2, 2026 Special Municipal Election for the two referendum measures was estimated to cost the City approximately $748,800. With the withdrawal of these two measures, the June election cost will not be incurred by the City, however, there are nominal costs spent for the signature verification process.

BACKGROUND & ANALYSIS: Pursuant to State land use and development law, on April 15, 2025, the Ontario City Council adopted two related Ordinances:

1. Ordinance No. O3302, approving a statutory Development Agreement between the City and Diversified Pacific Development Group, LLC for the development of a 600-room hotel and related commercial uses on a 10.43-acre site located at the southeast corner of Guasti Road and Holt Boulevard, near the Ontario Convention Center.
2. Ordinance No. O3303, approving the Empire Groves Specific Plan, which established the land use entitlements necessary to implement the project.

Absent legal challenge, both Ordinances were scheduled to take effect on June 2, 2025.

Referendum Petitions Filed
On May 30, 2025, Unite Here Local 11 timely filed two referendum petitions challenging both Ordinances. Under California law, the filing of a referendum petition automatically suspends the effective date of the challenged Ordinances pending further action. As a result, implementation of the Development Agreement and Specific Plan was paused.

Following review by the City Clerk, in coordination with the San Bernardino County Registrar of Voters, both petitions were certified as legally sufficient and containing the required number of valid signatures. Upon certification, the City Council was obligated to either repeal the Ordinances or submit them to the voters.

At the City Council meeting on July 15, 2025, the City Council reconsidered the Ordinances and declined to repeal them. Instead, the City Council adopted Resolution No. 2025-183, placing both measures on the ballot for a Special Municipal Election Scheduled for June 2, 2026.

Withdrawal of Referendum Measures
The item presently before the City Council concerns the previously scheduled June 2, 2026, Special Municipal Election related to the referendum measure challenging Ordinance Nos. O3302 and O3303.

On January 28, 2026, the City Clerk's Office received written correspondence from Richard Rios, attorney and designated representative for the referendum proponents, stating that Unite Here Local 11 wished to withdraw both referendum measures.

California Elections Code section 9237.2 expressly permits referendum proponents to withdraw a measure prior to the 88th day before the election. The withdrawal was submitted within the required statutory timeframe.

Although the written withdrawal is legally sufficient to cancel the scheduled election, it is recommended that the City Council adopt the two attached Resolutions formally canceling the election to ensure administrative clarity and maintain a complete public record. Upon adoption, the City Clerk will transmit the Resolutions to the County Registrar of Voters to halt further processing of the June 2, 2026, election.

With the withdrawal of both referendum petitions and no other timely legal challenges having been filed therefore, Ordinance Nos. O3302 and O3303 will take effect immediately upon the adoption of the cancelation Resolutions.

Context and Policy Considerations
It is important to recognize that Unite Here Local 11 has repeatedly targeted hotel development projects in Ontario through procedural mechanisms, including referenda and two separate initiatives. These initiatives are calling for a minimum wage increase for hotel workers and require voter-approved development agreements for major hotel developments and major event center projects. While these tools are lawful components of California's democratic process, their repeated use in this context has introduced delay and uncertainty into major development efforts.

The practical effect of these actions has been to create additional risk and unpredictability for projects intended to expand economic opportunity and enhance quality of life for Ontario residents. Ensuring stability and predictability in the City's development process remains essential to maintaining Ontario's competitiveness and long-term fiscal health.

RESOLUTION NO. 2026-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, WITHDRAWING A QUALIFIED REFERENDUM MEASURE (PROTESTING THE DIVERSIFIED PACIFIC DEVELOPMENT AGREEMENT) FROM AND CANCELLING THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, JUNE 2, 2026.

WHEREAS, pursuant to authority provided by the California Government Code, on April 15, 2025, the Ontario City Council adopted Ordinance No. O3302, approving a development agreement between the City of Ontario and Diversified Pacific Development Group, LLC to develop a 600-room hotel on a 10.43-acre site located on the southeast corner of Guasti Road and Holt Boulevard near the City of Ontario Convention Center (the "Ordinance"); and

WHEREAS, pursuant to California Elections Code sections 15 and 9238(b)(2)(B)(vi), the Ordinance was scheduled to become effective on June 2, 2025, unless the proponents protesting the Ordinance filed a signed referendum petition with the City Clerk's office by that date to challenge the Ordinance; and

WHEREAS, pursuant to authority provided by California Elections Code sections 9235 et. seq., on May 30, 2025 the referendum proponents timely filed with the City of Ontario, a signed petition protesting the Ordinance by referendum which, if the referendum qualified, would suspend the effective date of the Ordinance, require that the City Council reconsider the Ordinance and either repeal it in its entirety or submit it to a vote of Ontario voters; and

WHEREAS, the City Clerk, through the San Bernardino County Registrar of Voters, certified that the form of the referendum petition complied with California law and, based upon an examination of voter registration records, ascertained that the petition was signed by the requisite number of voters (10% of City registered voters) to qualify the Ordinance for the referendum ballot under the Elections Code, unless it was repealed by the City Council; and

WHEREAS, the City Council did not vote to repeal the Ordinance; and

WHEREAS, the City Council was therefore authorized and required by California Elections Code section 9241 to submit the proposed Ordinance to the voters at either its "next regular municipal election" or at a special municipal election called for that purpose, occurring not less than 88 days after the date of the order of election (the "Referendum Measure"); and

WHEREAS, on July 15, 2025, the City Council adopted Resolution No. 2025-129 to place the Referendum Measure on a Special Municipal Election to be held on and consolidated with the Statewide Primary election on Tuesday, June 2, 2026; and

WHEREAS, California Elections Code Section 9237.2 provides: "The proponent of a referendum may withdraw the referendum at any time before the 88th day before the

election, whether or not the petition has already been found sufficient by the elections official."; and

WHEREAS, on January 28, 2026, the Ontario City Clerk's Office received an e-mail from Richard Rios, designated attorney and representative for each of the referendum proponents, indicating that, the proponents now wish to withdraw the Referendum Measure from the ballot; and

WHEREAS, pursuant the referendum proponents exercising their rights under California Elections Code Sections 9237.2, the City Council takes this action to formally withdraw the Referendum Measure from the June 2, 2026 Special Municipal Election ballot and to cancel all further election proceedings for the Referendum Measure.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. Recitals. The City Council of the City hereby finds and determines that the foregoing recitals are true and correct, are incorporated herein and by this reference made an operative part hereof.

SECTION 2. Withdrawal of Referendum Measure from June 2, 2026 Special Municipal Election. The City Council of the City, pursuant to its legal duty under California Elections Code Section 9237.2, hereby rescinds Resolution No. 2025-129 and orders the Referendum Measure to be withdrawn from the ballot for the Special Municipal Election to be held on Tuesday, June 2, 2026. The Referendum Measure shall not be printed in the ballot and no further election proceedings shall be undertaken with respect to the Referendum Measure, except as necessary to remove it from the ballot as set forth herein.

SECTION 3. Election Cancellation Procedures. The City Clerk is authorized, instructed, and directed to take all appropriate action, in coordination with the San Bernardino County Registrar of Voters, to remove the Referendum Measure from the June 2, 2026 Special Municipal Election as set forth herein.

SECTION 4. Ordinance to Become Effective Immediately. Since the Referendum Measure has been withdrawn by the proponents, the Ordinance is no longer suspended by law due to the Referendum, and no further legal protests or challenges to the Ordinance remain, the Ordinance shall become effective immediately upon adoption of this Resolution.

SECTION 5. Filing with County. The City Clerk shall file with the San Bernardino County Registrar of Voters a certified copy of this Resolution.

SECTION 6. CEQA. The City Council hereby finds and determines that withdrawal of the Referendum Measure relates to organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment, and therefore is not a project within the meaning of the California

Environmental Quality Act ("CEQA") and the State CEQA Guidelines, section 15378(b)(5).

SECTION 7. Severability. The provisions of this Resolution are severable and if any provision of this Resolution is held invalid, that provision shall be severed from the Resolution and the remainder of this Resolution shall continue in full force and effect, and not be affected by such invalidity.

SECTION 8. Effective Date of Resolution. This Resolution shall become effective upon its adoption.

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

PASSED, APPROVED, AND ADOPTED this 17th day of February 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 February 17, 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 February 17, 2026.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

RESOLUTION NO. 2026-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, WITHDRAWING A QUALIFIED REFERENDUM MEASURE (PROTESTING THE EMPIRE GROVES SPECIFIC PLAN) FROM AND CANCELLING THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, JUNE 2, 2026.

WHEREAS, pursuant to authority provided by the California Government Code, on April 15, 2025, the Ontario City Council adopted Ordinance No. O3303, approving the Empire Groves Specific Plan to develop a 600-room hotel and other commercial uses on a 10.43-acre site located on the southeast corner of Guasti Road and Holt Boulevard near the City of Ontario Convention Center (the "Ordinance"); and

WHEREAS, pursuant to California Elections Code sections 15 and 9238(b)(2)(B)(vi), the Ordinance was scheduled to become effective on June 2, 2025, unless the proponents protesting the Ordinance filed a signed referendum petition with the City Clerk's office by that date to challenge the Ordinance; and

WHEREAS, pursuant to authority provided by California Elections Code sections 9235 et. seq., on May 30, 2025 the referendum proponents timely filed with the City of Ontario, a signed petition protesting the Ordinance by referendum which, if the referendum qualified, would suspend the effective date of the Ordinance, require that the City Council reconsider the Ordinance and either repeal it in its entirety or submit it to a vote of Ontario voters; and

WHEREAS, the City Clerk, through the San Bernardino County Registrar of Voters, certified that the form of the referendum petition complied with California law and, based upon an examination of voter registration records, ascertained that the petition was signed by the requisite number of voters (10% of City registered voters) to qualify the Ordinance for the referendum ballot under the Elections Code, unless it was repealed by the City Council; and

WHEREAS, the City Council did not vote to repeal the Ordinance; and

WHEREAS, the City Council was therefore authorized and required by California Elections Code section 9241 to submit the proposed Ordinance to the voters at either its "next regular municipal election" or at a special municipal election called for that purpose, occurring not less than 88 days after the date of the order of election (the "Referendum Measure"); and

WHEREAS, on July 15, 2025, the City Council adopted Resolution No. 2025-130 to place the Referendum Measure on a Special Municipal Election to be held on and consolidated with the Statewide Primary election on Tuesday, June 2, 2026; and

WHEREAS, California Elections Code Section 9237.2 provides: “The proponent of a referendum may withdraw the referendum at any time before the 88th day before the election, whether or not the petition has already been found sufficient by the elections official.”; and

WHEREAS, on January 28, 2026, the Ontario City Clerk’s Office received an e-mail from Richard Rios, designated attorney and representative for each of the referendum proponents, indicating that, the proponents now wish to withdraw the Referendum Measure from the ballot; and

WHEREAS, pursuant the referendum proponents exercising their rights under California Elections Code Sections 9237.2, the City Council takes this action to formally withdraw the Referendum Measure from the June 2, 2026 Special Municipal Election ballot and to cancel all further election proceedings for the Referendum Measure.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. Recitals. The City Council of the City hereby finds and determines that the foregoing recitals are true and correct, are incorporated herein and by this reference made an operative part hereof.

SECTION 2. Withdrawal of Referendum Measure from June 2, 2026 Special Municipal Election. The City Council of the City, pursuant to its legal duty under California Elections Code Section 9237.2, hereby rescinds Resolution No. 2025-130and orders the Referendum Measure to be withdrawn from the ballot for the Special Municipal Election to be held on Tuesday, June 2, 2026. The Referendum Measure shall not be printed in the ballot and no further election proceedings shall be undertaken with respect to the Referendum Measure, except as necessary to remove it from the ballot as set forth herein.

SECTION 3. Election Cancellation Procedures. The City Clerk is authorized, instructed, and directed to take all appropriate action, in coordination with the San Bernardino County Registrar of Voters, to remove the Referendum Measure from the June 2, 2026 Special Municipal Election as set forth herein.

SECTION 4. Ordinance to Become Effective Immediately. Since the Referendum Measure has been withdrawn by the proponents, the Ordinance is no longer suspended by law due to the Referendum, and no further legal protests or challenges to the Ordinance remain, the Ordinance shall become effective immediately upon adoption of this Resolution.

SECTION 5. Filing with County. The City Clerk shall file with the San Bernardino County Registrar of Voters a certified copy of this Resolution.

SECTION 6. CEQA. The City Council hereby finds and determines that withdrawal of the Referendum Measure relates to organizational or administrative activities of governments that will not result in direct or indirect physical changes in the

environment, and therefore is not a project within the meaning of the California Environmental Quality Act ("CEQA") and the State CEQA Guidelines, section 15378(b)(5).

SECTION 7. Severability. The provisions of this Resolution are severable and if any provision of this Resolution is held invalid, that provision shall be severed from the Resolution and the remainder of this Resolution shall continue in full force and effect, and not be affected by such invalidity.

SECTION 8. Effective Date of Resolution. This Resolution shall become effective upon its adoption.

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

PASSED, APPROVED, AND ADOPTED this ___ day of _____ 2026.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

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

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2026- duly passed and adopted by the Ontario City Council at their regular meeting held February 17, 2026.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)