CITY OF ONTARIO

Regular City Council/Housing Authority Meeting
OCTOBER 21, 2025

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 City Council and Housing Authority meeting begins with 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

Rabbi Stephen Epstein, Temple Sholom of Ontario

PUBLIC COMMENTS 6:30 P.M.

The Public Comment portion of the Council/Housing Authority meeting is limited to 30 minutes. An opportunity for further Public Comment may be given at the end of the meeting. Under provisions of the Brown Act, Council is prohibited from taking action on oral requests. As previously noted -- if you wish to address the Council, fill out one of the blue slips at the rear of the chambers and give it to the City Clerk.

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

AGENDA REVIEW/ANNOUNCEMENTS

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

CONSENT CALENDAR

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

1. APPROVAL OF MINUTES

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

ATTACHMENT: 20250916 Meeting Minutes (Not Official Until Approved).docx

2. BILLS & PAYROLL

Bills September 19, 2025 through October 2, 2025, and Payroll September 7, 2025 through September 20, 2025.

3. AN ORDINANCE LEVYING SPECIAL TAXES WITHIN CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 69 (SOUTH ONTARIO LOGISTICS CENTER)

That the City Council adopt an Ordinance authorizing the levy of special taxes within City of Ontario Community Facilities District No. 69 (South Ontario Logistics Center).

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, LEVYING A SPECIAL TAX WITHIN CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 69 (SOUTH ONTARIO LOGISTICS CENTER).

ATTACHMENT: CFD 69 South Ontario Logistics Center Services Levy Special Tax ORD_RM

4. A CONSTRUCTION CONTRACT WITH J&E CONSTRUCTION FOR THE GEYER COURT IMPROVEMENTS PROJECT

That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute a Construction Contract wi th J&E Construction, of Chino, California, for the Geyer Court Improvements Project in the amount of $1,379,328, plus a 10% contingency of $137,933 for a total not-to-exceed contract amount of $1,517,261; and
B. Authorize the City Manager, or his designee, to execute all documents required for the completion of the project which may include, but not limited to, agreements, assessments, easements, reduction of retention accounts, contract amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction-related activities.

ATTACHMENT: 02 - Contract (DRAFT).pdf
ATTACHMENT: Exhibit A - Geyer Court Location Map.pdf

5. A RESOLUTION ORDERING THE SUMMARY VACATION OF THE RIGHT-OF-WAY IN A PORTION OF MISSION BOULEVARD AND RECONVEYING ANY OF THE CITY'S INTEREST THEREIN

That the City Council adopt a Resolution ordering the summary vacation of the right-of-way in a portion of Mission Boulevard located near the southwest corner of Cucamonga Avenue and Mission Boulevard, and authorize City Manager, or his designee, to execute the documents necessary to evidence the vacation and reconveyance of the City's interest therein.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ORDERING THE SUMMARY VACATION OF RIGHT-OF-WAY IN A PORTION OF MISSION BOULEVARD AND RECONVEYING ANY OF THE CITY'S INTEREST THEREIN.

ATTACHMENT: 20-227 Street Vacation Exhibit 04-29-25.pdf
ATTACHMENT: Summary_Vacation_Resolution_RM.docx
ATTACHMENT: California_V-304_Vac_-_4th_Check_-_Technically_Correct.pdf

6. A RESOLUTION APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY, AND FINAL TRACT MAP NO. 20472 LOCATED ON THE SOUTHWEST CORNER OF HAVEN AVENUE AND EUCALYPTUS AVENUE

That the City Council adopt a Resolution approving an Improvement Agreement, Improvement Security, and Final Tract Map No. 20472, located on the southwest corner of Haven Avenue and Eucalyptus Avenue.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY AND FINAL TRACT MAP NO. 20472

GENERALLY LOCATED AT THE SOUTHWEST CORNER OF HAVEN AVENUE AND EUCALYPTUS AVENUE.

ATTACHMENT: 20251021 TM-20472^01 EXH A.pdf
ATTACHMENT: 20251021 TM-20472 02 RESO_RM
ATTACHMENT: 20251021 TM-20472^03 SIA.pdf

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

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

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

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

8. AN AMENDMENT TO THE GOODS AND SERVICES AGREEMENT WITH HOLT BLVD CAR WASH FOR FULL-SERVICE CAR WASH AND DETAILING

That the City Council authorize the City Manager, or his designee, to execute Amendment No. 2 to the Goods and Services Agreement with Holt Blvd Car Wash, of Ontario, California, for full-service car wash and detailing services in the amount of $180,000, for a total not-to-exceed contract amount of $330,000 over the three-year term.

ATTACHMENT: 2. Fisan, Inc. dba Holt Blvd Car Wash - Amendment No. 2.pdf

9. AN AMENDMENT TO THE GOODS AND SERVICES AGREEMENT WITH SAFETY KLEEN SYSTEMS, INC. FOR FLEET OIL, LUBRICANTS, AND OTHER RELATED ITEMS

That the City Council authorize the City Manager, or his designee, to execute Amendment No. 1 to the Goods and Services Agreement with Safety Kleen Systems, Inc., of Richardson, Texas, for the procurement of fleet oil, lubricants, and other related items in the amount of $1,050,000, for a total not-to-exceed contract amount of $1,200,000, extend the term through Fiscal Year 2026-27, and authorize the option to extend the Agreement for up to three (3) additional one-year terms.

ATTACHMENT: Safety Kleen Amendment 1.pdf

10. SOLE SOURCE PURCHASE APPROVAL FOR POLICE HELICOPTER ENGINE OVERHAUL

That the City Council authorize the City Manager, or his designee, to execute a sole source

purchase contract with Safran Helicopter Engines USA, Inc., of Grand Prairie, Texas, in the approximate amount of $569,342 to overhaul the engine of one of the City's Police Air Support helicopters.

ATTACHMENT: CoOPD ESN 53109 Quote v3.pdf

11. AN AMENDMENT TO THE DESIGN SERVICES AGREEMENT WITH MILLER ARCHITECTURAL CORPORATION FOR ARCHITECTURAL DESIGN SERVICES FOR THE PERMANENT FACILITY FOR THE ANIMAL RESOURCE CENTER OF THE INLAND EMPIRE

That the City Council approve and authorize the City Manager, or his designee, to execute Amendment No. 1 to the Design Services Agreement with Miller Architectural Corporation, of Redlands, California, for the architectural design services for the permanent facility for the Animal Resource Center of the Inland Empire, in the amount of $3,116,400 for a total not-to-exceed contract amount of $3,235,075.

ATTACHMENT: Miller Amendment No. 1.doc

12. A CONSTRUCTION CONTRACT WITH BERNARDS BROS, INC., AND AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH SMITH-EMERY LABORATORIES, INC., FOR ON-CALL GEOTECHNICAL AND MATERIAL TESTING FOR THE CITY SERVICES BUILDING PROJECT

That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute Construction Contract No. D&C22-015 City Services Building with Bernards Bros, Inc., of San Fernando, California, for the construction of the City Services Building in the amount of $42,880,000 plus a 10% contingency of $4,288,000, for a total not-to-exceed contract amount of $47,168,000;
B. Authorize the City Manager, or his designee, to execute Amendment No. 1 to the Professional Services Agreement with Smith-Emery Laboratories, Inc., of Los Angeles, California, for on-call geotechnical and material testing for the City Services Building in the amount of $210,165 for a total not-to-exceed contract amount of $360,165; and
C. Authorize the City Manager, or his designee, to execute all documents required for the completion of the project which may include, but not limited to, agreements, assessments, easements, reduction of retention accounts, contract amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction-related activities.

ATTACHMENT: Bernards Bros., Inc. - Construction Contract.pdf
ATTACHMENT: Smith-Emery Laboratories, Inc. - Amendment No. 1.pdf

13. A CONSTRUCTION CONTRACT WITH ELEGANT CONSTRUCTION, INC. FOR THE EUCLID AVENUE MONUMENT SIGN PROJECT

That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute Construction Contract No. PM 2526-2 with Elegant Construction, Inc., of Irvine, California, for the Euclid Avenue

Monument Sign Project in the amount of $597,000 plus a 15% contingency of $89,550 for a total not-to-exceed contract amount of $686,550; and

B. Authorize the City Manager, or his designee, 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, contract amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction-related activities.

ATTACHMENT: Elegant Construction, Inc. - Euclid Monument Agreement 1.pdf

14. A CHANGE ORDER TO THE CONSTRUCTION CONTRACT WITH WAKECO, INC. AND AN AMENDMENT TO THE GOODS AND SERVICES AGREEMENT WITH CONSTANT TECHNOLOGIES, INC., FOR THE ONTARIO POLICE DEPARTMENT REAL TIME INFORMATION CENTER AND TENANT IMPROVEMENT PROJECT

That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute Change Order No. 6 to the Construction Contract No. D&C23-014 with Wakeco, Inc., of Temecula, California, for the Ontario Police Department (OPD) Real Time Information Center (RTIC) and Tenant Improvement (TI) project in the amount of $207,480 plus a contingency of $361,100 for a new total not-to-exceed contract amount of $4,540,680;

B. Authorize the City Manager, or his designee, to approve Amendment No. 2 to the Goods and Services Agreement with Constant Technologies, Inc., of North Kingstown, Rhode Island, for the OPD RTIC and TI project in the amount of $13,038 for a total not-to-exceed contract amount of $806,743, which includes a previously approved contingency amount of $10,856; and

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

ATTACHMENT: Constant Technologies, Inc. - Amendment No. 2.pdf

ATTACHMENT: Wakeco, Inc.- Change Order No. 6.pdf

15. A RESOLUTION APPROVING AMENDMENT NO. 6 TO THE CHINO BASIN DESALTER AUTHORITY JOINT EXERCISE OF POWERS AGREEMENT

That the City Council adopt a Resolution approving Amendment No. 6 to the Chino Basin Desalter Authority Joint Exercise of Powers Agreement (JPA) with the Chino Basin Desalter Authority (CDA), subject to non-substantive changes and approval by all CDA Member Agencies; and authorize the City Manager to execute the Amendment.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING AMENDMENT NO. 6 TO JOINT EXERCISE OF POWERS AGREEMENT CREATING THE CHINO BASIN DESALTER AUTHORITY.

ATTACHMENT: CDA Amendment No. 6 Ontario Resolution_RM

ATTACHMENT: Amendment No. 6 to Joint Powers Agreement^01.pdf

16. A RESOLUTION APPROVING THE FILING OF AN APPLICATION FOR GRANT FUNDING FROM THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES - BEHAVIORAL HEALTH CONTINUUM INFRASTRUCTURE PROGRAM ROUND 2

That the City Council take the following action:

A. Adopt a Resolution approving the filing of an application for $25 million in grant funds from the California Department of Health Care Services Behavioral Health Continuum Infrastructure Program Phase 2 for the Ontario Wellness Campus.
B. Authorize the City Manager or designee to execute any documents or agreements needed to complete the application and implement the grant; and
C. If awarded, accept funding of $25 million from the California Department of Health Care Services.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AUTHORIZING SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA STATE DEPARTMENT OF HEALTH CARE SERVICES (DHCS) FOR FUNDING UNDER THE BEHAVIORAL HEALTH CONTINUUM INFRASTRUCTURE PROGRAM ROUND 2 (2025): UNMET NEEDS; THE EXECUTION OF A STANDARD AGREEMENT IF SELECTED FOR SUCH FUNDING AND ANY AMENDMENTS THERETO; AND ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE BHCIP ROUND 2: UNMET NEEDS PROGRAM.

ATTACHMENT: Behavioral Health Continuum Infrastructure Program Round 2 Funding RESO_RM

17. A PROFESSIONAL SERVICES AGREEMENT WITH UNIVERSAL PROTECTION SERVICE, LP, DBA ALLIED UNIVERSAL SECURITY SERVICES, FOR JAIL FACILITY STAFFING SUPPORT SERVICES

That City Council authorize the City Manager, or his designee, to execute a Professional Services Agreement for up to five years with Universal Protection Service, LP, dba Allied Universal Security Services of Irvine, California, for jail facility staffing and support services for a not-to-exceed agreement amount of $4,735,387.

ATTACHMENT: Revised 2024 Ontario - Model Professional Services Agreement_Jail RFP 2025 w Approved Ins Min.pdf

18. AUTHORIZE THE RENEWAL OF THE CITY'S BUSINESS INTELLIGENCE AND DATA VISUALIZATION PLATFORM, SISENSE, INC.

That the City Council authorize the City Manager, or his designee, to execute a renewal with Sisense, Inc., of New York, NY, for licensing, and increasing the subscription amount by $108,000 for a one-year term, for a total subscription amount not-to-exceed $499,286.

ATTACHMENT: SiSense Renewal_2026.pdf

PUBLIC HEARINGS

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

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19. A PUBLIC HEARING TO CONSIDER A DEVELOPMENT CODE AMENDMENT FILE NO. PDCA25-002 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. PDCA25-002, a Development Code Amendment revising and clarifying certain provisions of Chapters 2.0 (Administration and Procedures), 4.0 (Permits, Actions, and Decisions), and 6.0 (Development and Subdivision Regulations) of the City of Ontario Development Code.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PDCA25-002, A DEVELOPMENT CODE AMENDMENT REVISING AND CLARIFYING CERTAIN PROVISIONS OF CHAPTERS 2.0 (ADMINISTRATION AND PROCEDURES), 4.0 (PERMITS, ACTIONS, AND DECISIONS), AND 6.0 (DEVELOPMENT AND SUBDIVISION REGULATIONS) OF THE CITY OF ONTARIO DEVELOPMENT CODE, AND MAKING FINDINGS IN SUPPORT THEREOF.

ATTACHMENT: PC Back-up PDCA25-002.pdf
ATTACHMENT: 20251021 PDCA25-002 Dev Code Amendment 2_ORD_RM
ATTACHMENT: 20251021 PDCA25-002 Dev Code Amendment #2 - Redline Text.pdf

ADMINISTRATIVE REPORTS/DISCUSSION/ACTION

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20. RESOLUTIONS AUTHORIZING THE ISSUANCE OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 71 (NEUHOUSE PHASE 2) SPECIAL TAX BONDS, SERIES 2025 AND RELATED MATTERS

That the City Council take the following actions:

A. Consider and adopt a Resolution authorizing the issuance of City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2) Special Tax Bonds, Series 2025, in an aggregate principal amount not-to-exceed $17 million, authorizing the execution and delivery of an Indenture, a Bond Purchase Agreement, and a Continuing Disclosure Agreement, authorizing the distribution of an Official Statement, authorizing the execution of necessary documents and certificates and related actions;
B. Consider and adopt a Resolution of the City of Ontario making a declaration of official intent to reimburse facilities expenditures with bond proceeds and related actions;
C. Authorize the issuance of special tax bonds for public improvements required to facilitate the development of the Neuhouse Phase 2 project and the Ontario Ranch development;
D. Approve the forms of the Indenture, the Bond Purchase Agreement, the Continuing

Disclosure Agreement, and the Preliminary Official Statement;

E. Authorize a negotiated sale of the special tax bonds to Samuel A. Ramirez & Co., in accordance with the terms of the Bond Purchase Agreement; and

F. Authorize the execution of an Indenture, the Bond Purchase Agreement, the Continuing Disclosure Agreement, a deemed final certification in connection with the issuance of the bonds by the City Manager or the other specified authorized officers.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AUTHORIZING THE ISSUANCE OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 71 (NEUHOUSE PHASE 2) SPECIAL TAX BONDS, SERIES 2025, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $17,000,000 AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDENTURE, A BOND PURCHASE AGREEMENT AND A CONTINUING DISCLOSURE AGREEMENT, AUTHORIZING THE DISTRIBUTION OF AN OFFICIAL STATEMENT IN CONNECTION THEREWITH AND AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS AND CERTIFICATES AND RELATED ACTIONS.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, MAKING A DECLARATION OF OFFICIAL INTENT TO REIMBURSE EXPENDITURES FOR COSTS OF FACILITIES WITH BOND PROCEEDS AND RELATED ACTIONS.

ATTACHMENT: CFD 71 Neuhouse Phase 2 01 Authorizing the Issuance of Bonds RESO_RM

ATTACHMENT: CFD 71 Neuhouse Phase 2 02 Declaration Intent to Reimburse Facilities Expenditures RESO_RM

ATTACHMENT: CFD 71 Neuhouse Phase 2^03 Indenture.pdf

ATTACHMENT: CFD 71 Neuhouse Phase 2^04 Bond Purchase Agreement.pdf

ATTACHMENT: CFD 71 Neuhouse Phase 2^05 Continuing Disclosure Agreement.pdf

ATTACHMENT: CFD 71 Neuhouse Phase 2^06 Preliminary Official Statement.pdf

STAFF MATTERS

City Manager Ochoa

COUNCIL MATTERS

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

ADJOURNMENT

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

JOINT MEETINGS

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

OPEN MEETING CALLED TO ORDER

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

ROLL CALL

PRESENT:	Mayor/Chairman:	Paul S. Leon
	Mayor pro Tem/Vice Chair:	Alan D. Wapner
	Council/Authority Members:	Debra Porada, and Daisy Macias
ABSENT:	Council/Authority Members:	Jim W. Bowman

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

INFORMATION RELATIVE TO POSSIBLE CONFLICTS OF INTEREST

There were no conflicts of interest reported.

CLOSED SESSION

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

GC 54656.9(d)(1), CONFERENCE WITH LEGAL COUNSEL, EXISTING LITIGATION Robles, et al. v. City of Ontario et al., Case No. CIVDS2007038

OPEN MEETING CALLED TO ORDER

Mayor Leon reconvened the meetings at 6:30 p.m. for the regular session.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Macias.

INVOCATION

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

REPORT ON CLOSED SESSION

City Attorney Duran announced there was no reportable action.

SPECIAL PRESENTATION

PROCLAMATION OF SEPTEMBER 2025 AS NATIONAL PREPAREDNESS MONTH

The City Council proclaimed September 2025 as National Preparedness Month in the City of Ontario.

PUBLIC COMMENT

Mayor Leon called upon the first speaker:
Tina Silva, gave a land acknowledgement and spoke regarding immigration enforcement.
Michael Rios, requested a response to issues raised at previous City Council meetings.
Kizzee, spoke regarding homelessness and speeding concerns in his neighborhood.
Michael Krouse, announced the Route 66 and the Ontario Baseball Club Launch Party events at Town Square.
Eugenio Lozano, spoke regarding homelessness and speeding concerns.
Judith Piña, from the California Department of Insurance announced customer protection resources.

AGENDA REVIEW/ANNOUNCEMENTS

Assistant City Manager Sanchez had no announcements.

CONSENT CALENDAR

Public Comment
Mayor Leon called upon the speakers:
Michael Rios, spoke in opposition to Item 7.
Tommy Mushegain, spoke in opposition to Items 4 and 6.

MOTION: Moved by Council Member Macias, seconded by Council Member Porada and carried by a unanimous vote of 4-0, with Council Member Bowman absent, to approve the consent calendar as presented.

1. APPROVAL OF MINUTES

Approved minutes for the regular meetings of the City Council and Housing Authority of August 19, 2025, and approving same as on file in the Records Management Department.

2. BILLS & PAYROLL

Bills August 8, 2025 through August 28, 2025, in the amount of $73,862,840.65, and Payroll July 27, 2025 through August 9, 2025, in the amount of $6,299,244.21.

3. A RESOLUTION APPROVING A QUITCLAIM DEED LOCATED 800 FEET WEST OF BAKER AVENUE AND FIFTH STREET

The City Council authorized the City Manager, or his designee, to execute a Quitclaim Deed to Fifth Ave Developments, LLC (Developer).

RESOLUTION NO. 2025-135 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING A QUITCLAIM DEED LOCATED 800 FEET WEST OF BAKER AVENUE AND FIFTH STREET.

4. A PROJECT FUNDING AGREEMENT FOR THE STATE ROUTE 60/EUCLID AVENUE INTERCHANGE PHASED IMPROVEMENTS PROJECT

The City Council approved a Funding Agreement between the City of Ontario and the San Bernardino County Transportation Authority (SBCTA) for the State Route 60 (SR-60)/Euclid Avenue Interchange Phased Improvements Project and authorized the City Manager, or his designee, to execute said Agreement and future amendments to the Agreement within the City Council approved budget.

5. A RESOLUTION ADOPTING THE AMENDED MEASURE I FIVE-YEAR CAPITAL PROJECT NEEDS ANALYSIS FOR FISCAL YEARS 2025-26 THROUGH 2029-30 AND A RESOLUTION ADOPTING THE MEASURE I FIVE-YEAR CAPITAL PROJECT NEEDS ANALYSIS FOR FISCAL YEARS 2026-27 THROUGH 2030-31

The City Council took the following actions:

A. Adopted an amended Resolution for the Fiscal Years 2025-26 through 2029-30 Measure I Five-Year Capital Project Needs Analysis (CPNA), and
B. Adopted a Resolution approving the Fiscal Years 2026-27 through 2030-31 Measure I Five-Year CPNA; and
C. Authorized the City Manager, or his designee, to approve changes to the plan as may be required by the City and/or San Bernardino County Transportation Authority (SBCTA).

RESOLUTION NO. 2025-136 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADOPTING THE AMENDED MEASURE I FIVE-YEAR CAPITAL PROJECT NEEDS ANALYSIS FOR FISCAL YEARS 2025-26 THROUGH 2029-30.

RESOLUTION NO. 2025-137 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADOPTING THE MEASURE I FIVE-YEAR CAPITAL PROJECT NEEDS ANALYSIS FOR FISCAL YEARS 2026-27 THROUGH 2030-31.

6. ACCEPT WRITTEN PETITION TO CREATE A COMMUNITY FACILITIES DISTRICT; ADOPT A RESOLUTION OF INTENTION TO ESTABLISH CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 76 (COMPASS POINTE) AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES; AND ADOPT A RESOLUTION DECLARING IT NECESSARY TO INCUR BONDED INDEBTEDNESS

The City Council took the following actions:

A. Accepted a written petition from KB Home Cal Management Services LLC. ("Landowner"), to create a Community Facilities District ("CFD") and to waive certain procedural matters, under the Mello-Roos Community Facilities Act of 1982;
B. Adopted a Resolution of Intention to establish City of Ontario Community Facilities District No. 76 (Compass Pointe), authorize the associated levy of special taxes therein; and set a public hearing for the formation of the CFD as part of the regularly scheduled City Council meeting on Tuesday, November 4, 2025; and
C. Adopted a Resolution Declaring it Necessary for the City of Ontario Community Facilities District No. 76 (Compass Pointe) to Incur Bonded Indebtedness.

RESOLUTION NO. 2025-138 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, OF INTENTION TO ESTABLISH A COMMUNITY FACILITIES DISTRICT PROPOSED TO BE NAMED CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 76 (COMPASS POINTE) AND TO AUTHORIZE THE LEVY OF A SPECIAL TAX THEREIN.

RESOLUTION NO. 2025-139 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DECLARING IT NECESSARY FOR CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 76 (COMPASS POINTE) TO INCUR BONDED INDEBTEDNESS.

7. AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH ATHENS INSURANCE SERVICE, INC. FOR THIRD-PARTY ADMINISTRATION SERVICES FOR WORKERS' COMPENSATION CLAIMS

The City Council authorized the City Manager, or his designee, to execute Amendment No. 3 to the Professional Services Agreement with Athens Insurance Service, Inc., of Concord, California, for third-party administration and training services for workers' compensation claims in the amount of $1,827,060 for a total not-to-exceed amount of $3,641,520.

8. AUTHORIZE THE PURCHASE AND INSTALLATION OF MOBILE DATA COMPUTERS

The City Council authorized the City Manager, or his designee, to purchase and install mobile data computers (MDC) from CDCE, Inc., of Yorba Linda, California, in the amount of $780,328.

9. AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH NATIONAL PUBLIC SAFETY GROUP, LLC., FOR PROJECT MANAGEMENT FOR THE PUBLIC SAFETY DISPATCH AND POLICE REPORT MANAGEMENT SYSTEM REPLACEMENT PROJECTS

The City Council authorized the City Manager, or his designee, to execute Amendment No. 5 to the Professional Services Agreement with National Public Safety Group (NPSG) LLC., of Aberdeen, North Carolina, for selection, procurement, and project management increasing the authorized contract amount by $301,059, for a total contract not-to-exceed amount of $1,264,693 and increase the term for an additional two years.

10. AUTHORIZE THE PURCHASE AND INSTALLATION OF FURNITURE WITH INFO-COM BUSINESS PRODUCTS FOR THE PROFESSIONAL BASEBALL STADIUM AND THE ONTARIO PROMISE CORPS PROGRAM SPACE AND MOBILITY HUB

The City Council took the following actions:

A. Authorized a Cooperative Purchase Agreement for D&C23-011 Professional Baseball Stadium with Margaret C. Pett, Inc. DBA Info-Com Business Products (Info-Com), of Altadena, California, for the purchase and installation of furniture in the amount of $2,938,147 plus a 10% contingency of $293,815, for a total not-to-exceed contract amount of $3,231,962, consistent with the terms and conditions of the OMNIA Region 14 ESC – TXS Contract Number 07-97;
B. Authorized a Cooperative Purchase Agreement for D&C23-026 Ontario Promise Corps Program Space and Mobility Hub with Info-Com, of Altadena, California, for the purchase and installation of furniture in the amount of $201,630 plus a 10% contingency of $20,163, for a total not-to-exceed contract amount of $221,793, consistent with the terms and conditions of the OMNIA Region 14 ESC – TXS Contract Number 07-97; and
C. Authorized the City Manager, or his designee, 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, contract amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction-related activities.

11. AN ORDINANCE APPROVING FILE NO. PUD23-001, A PLANNED UNIT DEVELOPMENT ON 0.37-ACRE OF LAND LOCATED AT 111 NORTH MONTEREY AVENUE

The City Council adopted an Ordinance approving File No. PUD23-001, the Monterey Avenue Planned Unit Development, establishing development standards, design guidelines, and infrastructure requirements to facilitate a commercial development at 111 North Monterey Avenue. First reading and introduction took place at the regular meeting on September 2, 2025.

ORDINANCE NO. 3313 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PUD23-001, A PLANNED UNIT DEVELOPMENT TO ESTABLISH DEVELOPMENT STANDARDS, DESIGN GUIDELINES, AND INFRASTRUCTURE REQUIREMENTS FOR PROPERTY LOCATED AT 111 NORTH MONTEREY AVENUE, WITHIN LUA-3 (HOLT BOULEVARD) OF THE MU-1 (DOWNTOWN MIXED USE) ZONING DISTRICT, AND MAKING FINDINGS IN SUPPORT THEREOF —APN: 1048-523-15.

PUBLIC HEARINGS

12. A PUBLIC HEARING TO CONSIDER FILE NO. PUD23-003, A PLANNED UNIT DEVELOPMENT ON 2.07 ACRES OF LAND LOCATED AT 1389 EAST HOLT BOULEVARD

The City Council introduced and waived further reading of an Ordinance approving File No. PUD23-003, the Holt Residential Planned Unit Development, establishing development standards, design guidelines, and infrastructure requirements to facilitate a residential development at 1389 East Holt Boulevard.

ORDINANCE NO. 3314 (FIRST READING) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PUD23-003, A PLANNED UNIT DEVELOPMENT TO ESTABLISH PLANNING AND DESIGN PRINCIPLES, DEVELOPMENT REGULATIONS, AND PERFORMANCE STANDARDS TO GOVERN FUTURE DEVELOPMENT OF 2.07 ACRES OF LAND, LOCATED AT 1389 EAST HOLT BOULEVARD, WITHIN THE MU-6 (EAST HOLT MIXED USE) ZONING DISTRICT, AND MAKING FINDINGS IN SUPPORT THEREOF—APN: 0110-071-02.

Notice of public hearing was duly given. Affidavits of compliance were on file. There were no written communications. Mayor Leon opened the public hearing and inquired if anyone was interested in speaking to the item. Hearing no one, Mayor Leon closed the public hearing and opened the item for Council discussion.

MOTION: Moved by Council Member Porada, seconded by Council Member Macias and carried by a unanimous vote of 4-0, with Council Member Bowman absent, to introduce Ordinance No. 3314.

13. A PUBLIC HEARING TO CONSIDER THE FIRST AMENDMENTS TO THE FISCAL YEAR 2023-24 AND 2024-25 HUD ONE-YEAR ACTIONS PLANS

The City Council took the following actions:

A. Conducted a Public Hearing and receive comments related to the First Amendments to the Fiscal Year 2023-24 and 2024-25 One-Year Action Plans;
B. Approved the First Amendments to the Fiscal Year 2023-24 and 2024-25 One-Year Action Plans; and
C. Authorized the City Manager, or his designee, to execute any related documents and agreements necessary to implement the amendments.

Notice of public hearing was duly given. Affidavits of compliance were on file. There were no written communications. Mayor Leon opened the public hearing and inquired if anyone was interested in speaking to the item. Hearing no one, Mayor Leon closed the public hearing and opened the item for Council discussion.

MOTION: Moved by Council Member Porada, seconded by Council Member Macias and carried by a unanimous vote of 4-0, with Council Member Bowman absent, to approve the amendments to the Fiscal Year 2023-24 and 2024-25 HUD One-Year Action Plans.

14. A PUBLIC HEARING TO CONSIDER ADOPTION OF THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) FOR FISCAL YEAR 2024-25

The City Council took the following actions:

A. Conducted a public hearing and receive comments on the draft Fiscal Year 2024-25 Consolidated Annual Performance and Evaluation Report (CAPER);
B. Authorized Staff to submit the final Fiscal Year 2024-25 CAPER to the U.S. Department of Housing and Urban Development (HUD); and
C. Authorized the City Manager, or his designee, to execute all documents necessary to submit the CAPER.

Notice of public hearing was duly given. Affidavits of compliance were on file. There were no written communications. Mayor Leon opened the public hearing and inquired if anyone was interested in speaking to the item. Hearing no one, Mayor Leon closed the public hearing and opened the item for Council discussion.

MOTION: Moved by Council Member Porada, seconded by Mayor Leon and carried by a unanimous vote of 4-0, with Council Member Bowman absent, to adopt the Consolidated Annual Performance and Evaluation Report for Fiscal Year 2024-25.

ADMINISTRATIVE REPORTS/DISCUSSION/ACTION

15. AN ORDINANCE AMENDING SECTION 4-6.1305 OF THE ONTARIO MUNICIPAL CODE RELATING TO PERMIT PARKING ZONES ON RESIDENTIAL STREETS

The City Council introduced an Ordinance amending Section 4-6.1305 of the Ontario Municipal Code relating to permit parking zones on residential streets.

ORDINANCE NO. 3315 (FIRST READING) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AMENDING SECTION 4-6.1305 OF THE ONTARIO MUNICIPAL CODE RELATING TO PERMIT PARKING ZONES ON RESIDENTIAL STREETS.

There were no written communications to the item. Mayor Leon inquired if anyone was interested in speaking to the item. Hearing no one, Mayor Leon opened the item for Council discussion.

Council Member Porada thanked Staff for adding the item to the agenda.

MOTION: Moved by Council Member Porada, seconded by Council Member Macias and carried by a unanimous vote of 4-0, with Council Member Bowman absent, to introduce Ordinance No. 3315.

STAFF MATTERS

Assistant City Manager Sanchez made no announcements.

COUNCIL MATTERS

Council Member Porada announced the upcoming Ontario Heritage Cemetery Tour event.

Mayor pro Tem Wapner thanked a speaker for their comment.

Council Member Macias made no comments.

Mayor Leon made no comments.

ADJOURNMENT

Mayor Leon adjourned the meetings of the Joint Agencies at 7:01 p.m., and announced the next regular meeting was scheduled for October 7, 2025.

Respectfully submitted,

_____
SHEILA MAUTZ, CITY CLERK/SECRETARY

APPROVED:

_____
PAUL S. LEON, MAYOR/CHAIRMAN

CITY OF ONTARIO *Agenda Report* **October 21, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Financial Services Prepared By: Stephanie Castro Staff Member Presenting: Armen Harkalyan, Executive Director of Finance Reviewed By: Claudia Hernandez, Matthew Hernandez Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 3

SUBJECT: AN ORDINANCE LEVYING SPECIAL TAXES WITHIN CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 69 (SOUTH ONTARIO LOGISTICS CENTER)

RECOMMENDATION: That the City Council adopt an Ordinance authorizing the levy of special taxes within City of Ontario Community Facilities District No. 69 (South Ontario Logistics Center).

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner
Focus Resources in Ontario's Commercial and Residential Neighborhoods
Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in Ontario Ranch

FISCAL IMPACT: The use of Mello-Roos financing in the South Ontario Logistics Center Services development is projected to generate approximately $88,518 per year, at build-out, to fund administrative fees and municipal services. City Council approval will be required to process annual special tax levies in future years.

BACKGROUND & ANALYSIS: The Mello-Roos Community Facilities Act of 1982 (the Act) provides local government, with the consent from a majority of the property owners, the authority to establish community facilities districts for the purpose of levying special taxes to finance municipal services. Municipal Services that may be funded by a community facilities district include: police protection services, maintenance and lighting or parks, parkways, streets, roads and open space, flood and storm protection services, maintenance and operation of fiber optic telecommunications, wireless communication and public safety camera systems and maintenance, and operation of any real property of other tangible property with an estimated useful life of five or more years that is owned by the City.

At a public hearing conducted by the City Council on October 7, 2025, the City Council adopted a Resolution of Formation of Community Facilities District No. 69 (South Ontario Logistics Center); authorized the levy of a special tax; established an appropriations limit of the Community Facilities District; and called a special election for the Community Facilities District. On that date, an election

was held in which the qualified electors of the Community Facilities District approved said proposition by more than the two-thirds vote required by the Act. Adoption of the proposed Ordinance to authorize the levy of special taxes within the Community Facilities District will conclude the formation process for the City of Ontario Community Facilities District No. 69 (South Ontario Logistics Center Services). At build-out, the project is expected to include five industrial buildings totaling approximately 340,313 square feet.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, LEVYING A SPECIAL TAX WITHIN CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 69 (SOUTH ONTARIO LOGISTICS CENTER SERVICES).

WHEREAS, on August 19, 2025, the City Council (the "City Council") of the City of Ontario (the "City"), pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"), adopted a resolution entitled "A Resolution of the City Council of the City of Ontario, California, of Intention to Establish a Community Facilities District Proposed to be Named City of Ontario Community Facilities District No. 69 (South Ontario Logistics Center Services) and to Authorize the Levy of a Special Tax Therein" stating its intention to establish City of Ontario Community Facilities District No. 69 (South Ontario Logistics Center Services) (the "Community Facilities District") and to authorize the Community Facilities District to levy a special tax (the "Special Tax") within the Community Facilities District for the purpose of financing certain services (the "Services"); and

WHEREAS, on October 7, 2025, the City Council held a noticed public hearing on the establishment of the Community Facilities District, as required by the Act; and

WHEREAS, subsequent to the close of said hearing, the City Council adopted resolutions entitled "A Resolution of the City Council of the City of Ontario, California, of Formation of City of Ontario Community Facilities District No. 69 (South Ontario Logistics Center Services), Proposing that the Community Facilities District be Authorized to Levy a Special Tax and Proposing that an Appropriations Limit of the Community Facilities District Be Established" (the "Resolution of Formation") and "A Resolution of the City Council of the City of Ontario, California, Calling Special Election for City of Ontario Community Facilities District No. 69 (South Ontario Logistics Center Services)," which resolutions established the Community Facilities District, proposed that the Community Facilities District be authorized to levy the Special Tax within the Community Facilities District, proposed that an appropriations limit of the Community Facilities District be established and called a special election to submit to the qualified electors of the Community Facilities District the combined ballot proposition to authorize the Community Facilities District to levy the Special Tax and to establish the appropriations limit of the Community Facilities District; and

WHEREAS, on October 7, 2025, an election was held in which the qualified electors of the Community Facilities District approved said proposition by more than the two-thirds vote required by the Act; and

WHEREAS, the City Council is the legislative body of the Community Facilities District.

THE CITY COUNCIL OF THE CITY OF ONTARIO DOES ORDAIN AS FOLLOWS:

SECTION 1. The City Council hereby authorizes and levies the Special Tax within the Community Facilities District pursuant to Sections 53328 and 53340 of the Act, at the rate and in accordance with the method of apportionment set forth in Exhibit B to the Resolution of Formation (the "Rate and Method"). The Special Tax is hereby levied commencing in fiscal year 2025-26 and in each fiscal year thereafter until the last fiscal year in which the Special Tax is authorized to be levied pursuant to the Rate and Method.

SECTION 2. The City Council may, pursuant to subdivision (b) of Section 53340 of the Act, provide, by resolution, for the levy of the Special Tax in the current tax year or in future tax years at the same rate or at a lower rate than the rate provided by this Ordinance. In no event shall the Special Tax be levied on any parcel within the Community Facilities District in excess of the maximum tax specified therefor in the Rate and Method.

SECTION 3. The Special Tax shall be levied on all of the parcels in the Community Facilities District, unless exempted by law or by the Rate and Method.

SECTION 4. The proceeds of the Special Tax shall only be used to pay, in whole or in part, the cost of providing the Services and incidental expenses pursuant to the Act.

SECTION 5. The Special Tax shall be collected in the same manner as ordinary *ad valorem* property taxes are collected and shall be subject to the same penalties and the same procedure, sale and lien priority in the case of delinquency as is provided for *ad valorem* taxes or in such other manner as the City Council shall determine, including direct billing of the affected property owners.

SECTION 6. If for any reason any portion of this Ordinance is found to be invalid, or if the Special Tax is found inapplicable to any particular parcel within the Community Facilities District by a court of competent jurisdiction, the balance of this Ordinance and the application of the Special Tax to the remaining parcels within the Community Facilities District shall not be affected.

SECTION 7. 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 21st day of October 2025.

_____
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. 3316 was duly introduced at a regular meeting of the City Council of the City of Ontario held October 7, 2025, and adopted at the regular meeting held October 21, 2025 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. 3316 duly passed and adopted by the Ontario City Council at their regular meeting held October 21, 2025 and that Summaries of the Ordinance were published on October 14, 2025 and October 28, 2025, in the Inland Valley Daily Bulletin newspaper.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

CITY OF ONTARIO *Agenda Report* **October 21, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Brittney Bartter 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: 4

SUBJECT: A CONSTRUCTION CONTRACT WITH J&E CONSTRUCTION FOR THE GEYER COURT IMPROVEMENTS PROJECT

RECOMMENDATION: That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute a Construction Contract with J&E Construction, of Chino, California, for the Geyer Court Improvements Project in the amount of $1,379,328, plus a 10% contingency of $137,933 for a total not-to-exceed contract amount of $1,517,261; and
B. Authorize the City Manager, or his designee, to execute all documents required for the completion of the project which may include, but not limited to, agreements, assessments, easements, reduction of retention accounts, contract amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction-related activities.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
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 J&E Construction is in the amount of $1,379,328, plus a 10% contingency of $137,933 for a total not-to-exceed contract amount of $1,517,261. The Fiscal Year 2025-26 Adopted Budget includes appropriations in Water Capital and Measure I Funds for the construction of the Geyer Court Improvements Project.

BACKGROUND & ANALYSIS: The Geyer Court Improvements Project is located along Geyer Court from Euclid Avenue to the end of the cul-de-sac. 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

removal of damaged pavement, placement of new asphalt pavement, curb ramps, sidewalk, driveways, a new potable water main, new storm drain facilities, streetlights, 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 street by 15 years.

In July 2025, the City solicited bids for Bid No. 1932 and ten (10) bids were received. The following is a summary of the bid results:

Company	Location	Amount
J&E Construction	Chino, CA	$1,379,328
All American Building Services	Santa Clarita, CA	$1,539,439
Marjani Builders, Inc.	Rancho Mission Viejo, CA	$1,567,100
Gentry Brothers, Inc.	Irwindale, CA	$1,596,850
All American Asphalt	Corona, CA	$1,614,144
Gentry General Engineering, Inc.	Colton, CA	$1,675,031
Armstrong Cal Builders, Inc.	Stanton, CA	$1,695,730
DEARK E&C, Inc.	Fullerton, CA	$1,822,000
Lonerock, Inc.	Irvine, CA	$2,048,500
LuMar Corporation	Los Angeles, CA	$2,206,792

J&E Construction, of Chino, California, is the apparent low bidder that met all the required specifications with a base cost of $1,379,328. Based on the credentials and favorable reference checks, Staff recommends awarding a construction contract to J&E Construction for the Geyer Court Improvements 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.

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

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

SECTION 00500
CONTRACT

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 **J&E CONSTRUCTION**, 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:

GEYER COURT IMPROVEMENTS PROJECT (ST2505)

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 **120 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 Seventy-Nine Thousand Three Hundred Twenty-Eight Dollars and 00/100 ($1,379,328.00),** 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 **Four Thousand Two Hundred Dollars ($4,200.00)** for each and every calendar day of delay in completing the Work beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event the Liquidated Damages are not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not affect the City's rights to other damages or remedies specified in the Contract Documents or allowed by law.

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

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

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

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

- Notice Inviting Bids
- Instructions to Bidders
- Bid Form
- Contractor's Certificate Regarding Workers' Compensation form
- Bid Bond
- List of Subcontractors form
- Contractor Information and Experience Form
- Non-Collusion Declaration form
- Public Works Contractor Registration Certification form
- Iran Contracting Act Certification form
- 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 Contactor shall complete the Work in strict accordance with all of the Contract Documents.

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

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

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

J&E CONSTRUCTION

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

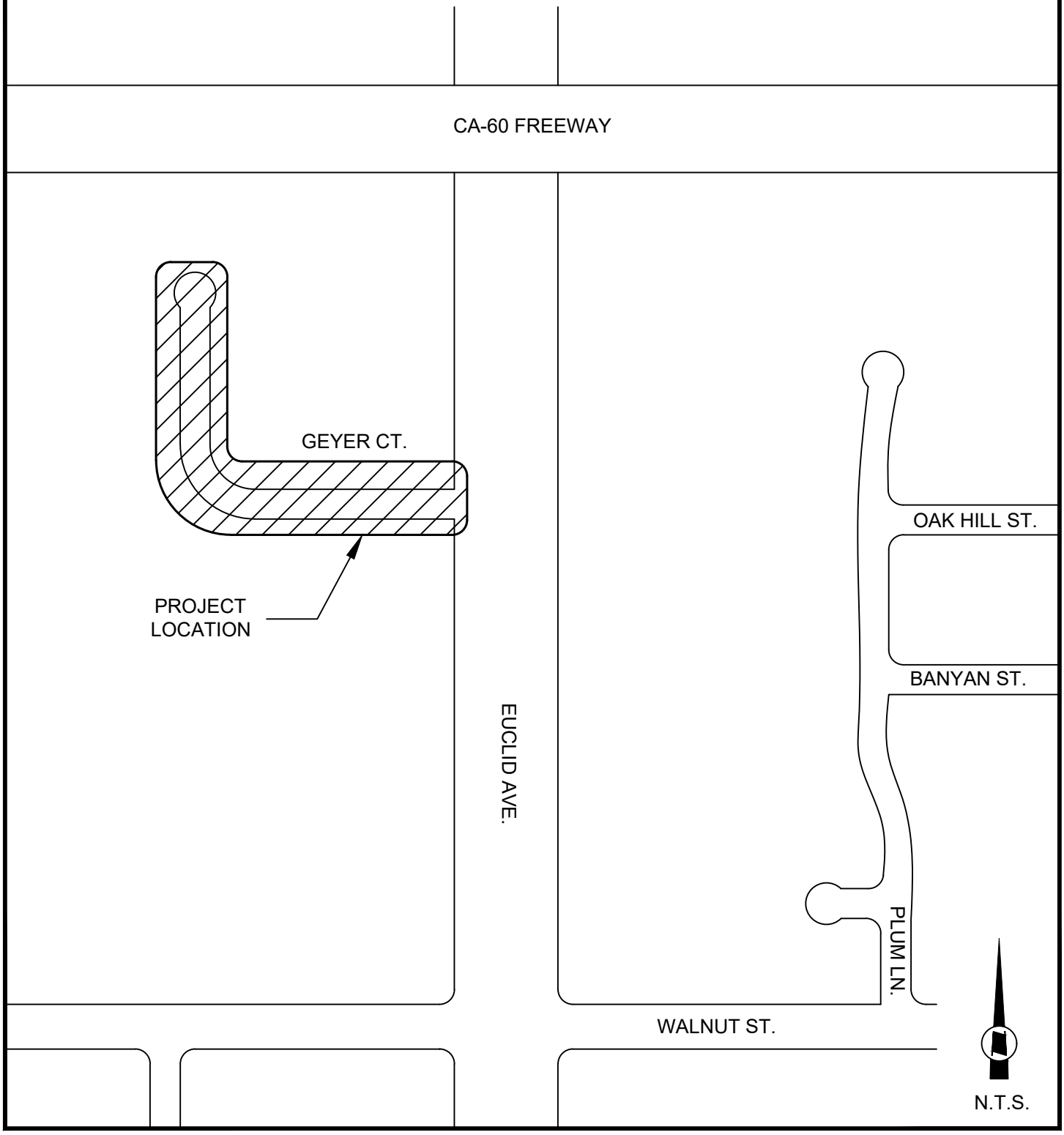
_____
Contractor's License Number and Classification

_____
DIR Registration Number

END OF CONTRACT

GEYER COURT IMPROVEMENTS
Project No. ST2505

EUCLID AVENUE TO NORTH END



CITY OF ONTARIO *Agenda Report* **October 21, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Brittney Bartter Department: Prepared By: Brittney Bartter 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: 5

SUBJECT: **A RESOLUTION ORDERING THE SUMMARY VACATION OF THE RIGHT-OF-WAY IN A PORTION OF MISSION BOULEVARD AND RECONVEYING ANY OF THE CITY'S INTEREST THEREIN**

RECOMMENDATION: That the City Council adopt a Resolution ordering the summary vacation of the right-of-way in a portion of Mission Boulevard located near the southwest corner of Cucamonga Avenue and Mission Boulevard, and authorize City Manager, or his designee, to execute the documents necessary to evidence the vacation and reconveyance of the City's interest therein.

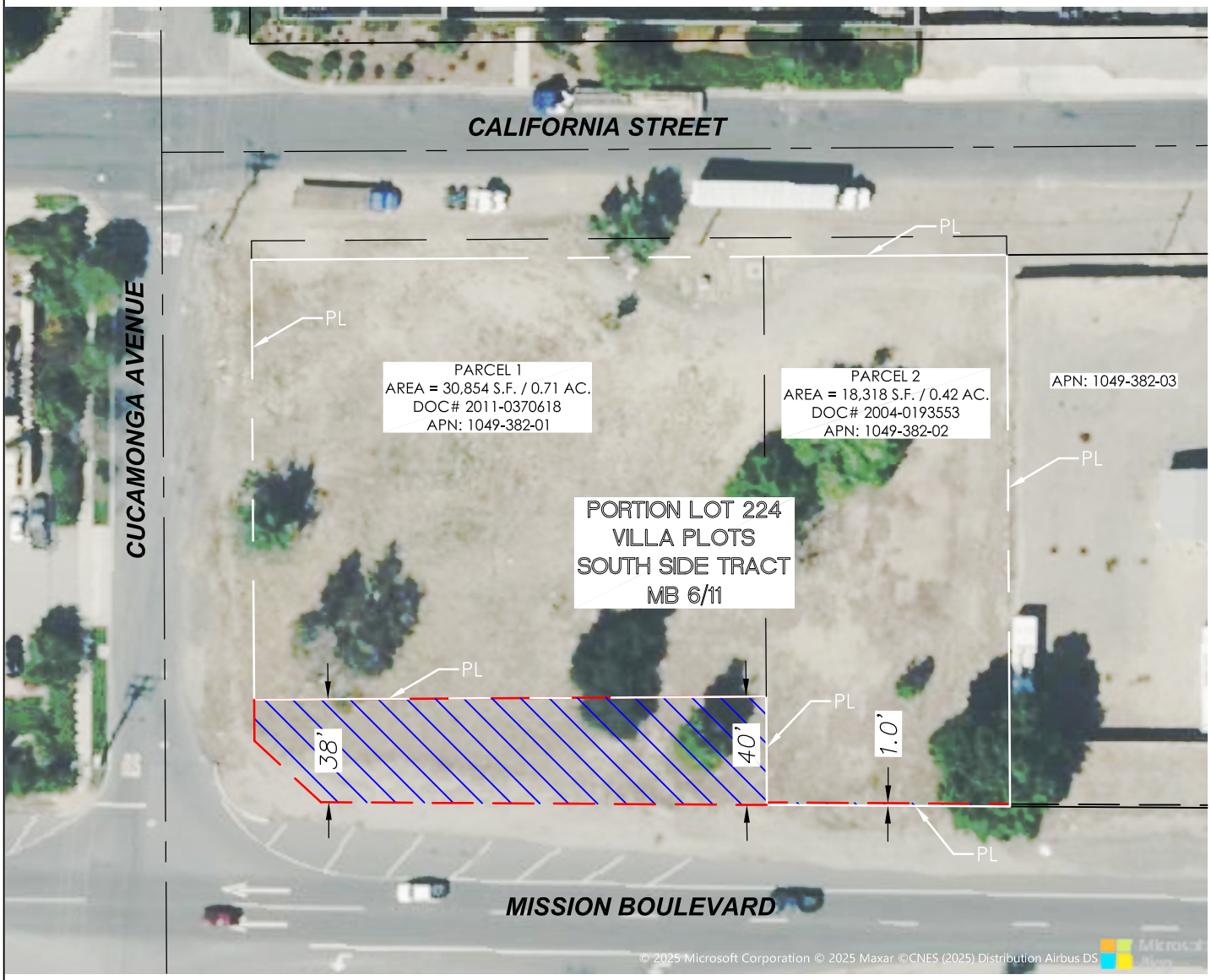
THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the Growth and Evolution of the City's Economy
Focus Resources in Ontario's Commercial and Residential Neighborhoods
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

FISCAL IMPACT: There is no direct fiscal impact associated with this action. The developer has paid the applicable processing fees to defray any City cost to process this request.

BACKGROUND & ANALYSIS: The applicant, Phelan Development Company, has requested that the City vacate existing right-of-way, as shown on Exhibit 1, to facilitate the development of the area. The right-of-way is not needed for any present or future street purposes. There are currently no existing public utilities within the right-of-way, and the right-of-way is determined to be in excess. Section 8334(a) of the California Streets and Highways Code authorizes the City to summarily vacate (by Resolution with no public hearing) any excess right-of-way of street or highway not required for street or highway purposes. This summary vacation meets the California Government Code, Streets and Highways Code, Ontario Municipal Code, and has been reviewed and approved by the City Engineer.

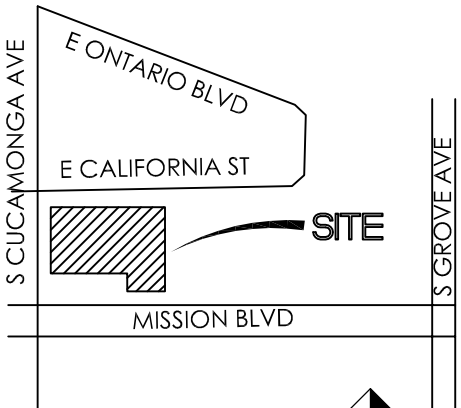
EXHIBIT "1"

PUBLIC STREET VACATION



LEGEND:

PORTIONS OF MISSION BOULEVARD DEDICATED PER DEED RECORDED AUGUST 23, 1948 IN BOOK 2282 PAGE 150 & DEED RECORDED AUGUST 16, 1944 IN BOOK 1699 PAGE 173 OF OFFICIAL RECORDS TO BE VACATED.



VICINITY MAP
NOT TO SCALE

THIS PLAT WAS PREPARED BY ME OR UNDER MY DIRECTION

04/29/2025
JOHN P. GERVAIS, PLS 8674

0 30 60 120
SCALE: 1"=60'
N

PROFESSIONAL LAND SURVEYOR
JOHN P. GERVAIS
No.8674
STATE OF CALIFORNIA

LG LAND SURVEYING, INC.
30355 CALLEJO FELIZ TER
VALLEY CENTER, CA 92082
p: 619-535-1172

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ORDERING THE SUMMARY VACATION OF THE RIGHT-OF-WAY IN A PORTION OF MISSION BOULEVARD AND RECONVEYING ANY OF THE CITY'S INTEREST THEREIN.

WHEREAS, the City Council of the City of Ontario, California, pursuant to Division 9, Part 3, Chapter 4, of the Streets and Highways Code, may summarily vacate an easement under certain conditions specified therein; and

WHEREAS, a portion of right-of-way of a public street located near the southwest corner of Cucamonga Avenue and Mission Boulevard, shown on a portion of Parcel A on Lot Line Adjustment Owner's Certificate No. LLA 27-017, in the City of Ontario, County of San Bernardino, State of California, as per Instrument No. 2025-0137121 recorded June 16, 2025, of Official Records in the Office of the County Recorder of Said County, is not needed for any present or future street or public utility or other municipal purposes and is determined to be excess;

WHEREAS, Section 8334(a) of the California Streets and Highways Code authorizes the City to summarily vacate (by Resolution with no public hearing) an excess right-of-way of a street or highway not required for street or highway purposes;

WHEREAS, Section 8333(c) of the California Streets and Highways Code authorizes the City to summarily vacate (by Resolution with no public hearing) a public service easement that has been superseded by relocation or determined to be excess and there are no other public utilities located within the portion of right-of-way;

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

1. That the above recitals are true and correct.

2. That title to the above-described said properties, more specifically described in Exhibit "A" and depicted on Exhibit "B" attached hereto, shall be vacated.

3. That the City Clerk of the City of Ontario, California, shall cause a copy of this Resolution to be recorded in the office of the County Recorder of San Bernardino County, California.

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

PASSED, APPROVED, AND ADOPTED this 21st day of October, 2025.

_____
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. 2025- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held October 21, 2025 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. 2025- duly passed and adopted by the Ontario City Council at their regular meeting held October 21, 2025.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"
LEGAL DESCRIPTION

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

PARCEL "A":

THAT PORTION OF LOT 224, VILLA PLOTS, SOUTH SIDE TRACT, AS PER MAP THEREOF RECORDED IN BOOK 6 OF MAPS, PAGE 11, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE PROPERTY QUITCLAIMED TO THE STATE OF CALIFORNIA DESCRIBED IN DEED RECORDED AUGUST 23, 1948 IN BOOK 2282 PAGE 150, SAID POINT ALSO BEING IN THE WEST LINE OF SAID LOT 224, A DISTANCE OF 152.8 SOUTH OF THE SOUTH LINE OF CALIFORNIA STREET AS DESCRIBED IN DEED RECORDED SEPTEMBER 28, 1929 IN BOOK 549, PAGE 29,OF OFFICIAL RECORDS, OF SAID COUNTY RECORDER; THENCE ALONG THE NORTH LINE OF SAID STATE PROPERTY, NORTH 89° 37' 50" EAST 189.52 FEET TO AN ANGLE POINT THEREIN; THENCE SOUTH 00° 20' 32" EAST ALONG A LINE PARALLEL WITH SAID WEST LINE, 40.15 FEET TO A LINE LYING 75.09 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF MISSION BOULEVARD AS SHOWN ON PARCEL MAP NO. 17575, RECORDED IN BOOK 219, PAGES 69-70, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MEASURED AT RIGHT ANGLES; THENCE ALONG SAID PARALLEL LINE, NORTH 89° 37' 49" WEST 189.53 FEET TO A POINT ON THE WEST LINE OF SAID LOT 224, LYING DISTANT THEREON 37.71 FEET SOUTH 00° 20' 32" EAST OF THE POINT OF BEGINNING, HEREINAFTER REFERRED TO AS POINT "A"; THENCE NORTH 00° 20' 10" WEST 37.71 FEET TO THE **POINT OF BEGINNING.**

EXCEPTING THEREFROM ALL THAT REAL PROPERTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT HEREINABOVE DESCRIBED **POINT "A";** THENCE ALONG SAID WEST LINE OF SAID LOT 224, NORTH 00° 20' 32" WEST 22.50 FEET; THENCE SOUTH 47° 23' 34" EAST 33.47 FEET; THENCE NORTH 89° 37' 49" WEST 24.50 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 7,102 S.F. ±

APN: 1049-382-01

PARCEL "B":

BEGINNING AT THE NORTHWEST CORNER OF THE PROPERTY GRANTED TO THE STATE OF CALIFORNIA DESCRIBED IN DEED IN BOOK 1699 PAGE 173, RECORDED AUGUST 16, 1944; THENCE ALONG THE NORTH LINE OF SAID STATE PROPERTY, SOUTH 89°38'45" EAST 90.01 FEET TO THE SOUTHEAST CORNER OF THE PROPERTY GRANTED TO THE CITY OF ONTARIO DESCRIBED IN DEED

RECORDED MARCH 22, 2004 AS DOCUMENT NO. 2004-0193553; THENCE ALONG THE SOUTHERLY PROLONGATION OF THE EAST LINE OF SAID CITY PROPERTY, SOUTH 00° 20’ 32” EAST 0.97 FEET TO A LINE LYING 75.09 FEET NORTHERLY OF AND PARALLEL WITH SAID CENTERLINE OF MISSION BOULEVARD, MEASURED AT RIGHT ANGLES; THENCE ALONG SAID PARALLEL LINE, NORTH 89° 37’ 49” WEST 90.01 FEET TO A POINT ON THE EAST LINE OF SAID STATE PROPERTY; THENCE ALONG SAID EAST LINE, NORTH 00° 20’ 32” WEST 0.95 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 86 S.F. ±

APN: 1049-382-02

RESERVING FROM PARCELS "A" AND "B" ABOVE, ALL RIGHTS OF INGRESS TO AND EGRESS FROM LAND ADJACENT TO MISSION BOULEVARD.

EXHIBIT “B” ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.

09/1/2024

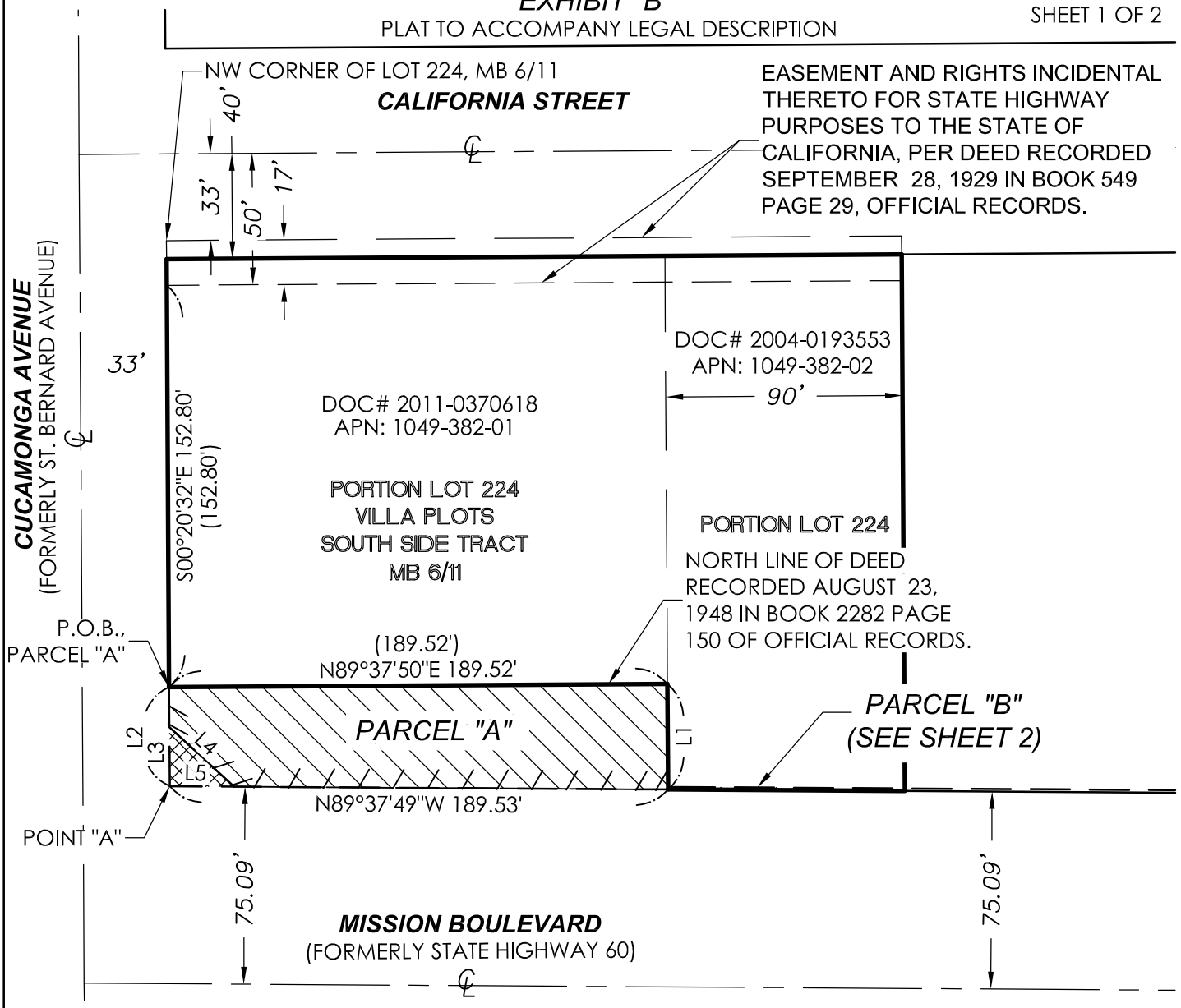
JOHN P. GERVAIS, PLS 8674



EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION

SHEET 1 OF 2



SEE SHEET 2 FOR LINE TABLE

LEGEND:

- P.O.B. POINT OF BEGINNING
- ℄ CENTERLINE
- EXCEPTION FROM PARCEL "A", AREA = 276 S.F. ±
- PARCEL "A" AS DESCRIBED IN LEGAL DESCRIPTION, AREA = 7,102 S.F. ±
- PARCEL "B" AS DESCRIBED IN LEGAL DESCRIPTION, AREA = 86 S.F. ±
- ( ) RECORD DATA PER DEED RECORDED AUGUST 23, 1948 IN BOOK 2282 PAGE 150 OF OFFICIAL RECORDS.
- DOC# DOCUMENT NUMBER
- APN: ASSESSOR PARCEL NUMBER
- NW NORTHWEST
- MB MAP BOOK
- RESERVING FROM PARCELS "A" AND "B", ALL RIGHTS OF INGRESS TO AND EGRESS FROM LAND ADJACENT TO MISSION BOULEVARD.

PROFESSIONAL LAND SURVEYOR
JOHN P. GERVAIS
No.8674
STATE OF CALIFORNIA

THIS PLAT WAS PREPARED BY ME OR UNDER MY DIRECTION

09/18/2024

JOHN P. GERVAIS, PLS 8674

N

0 30 60 120

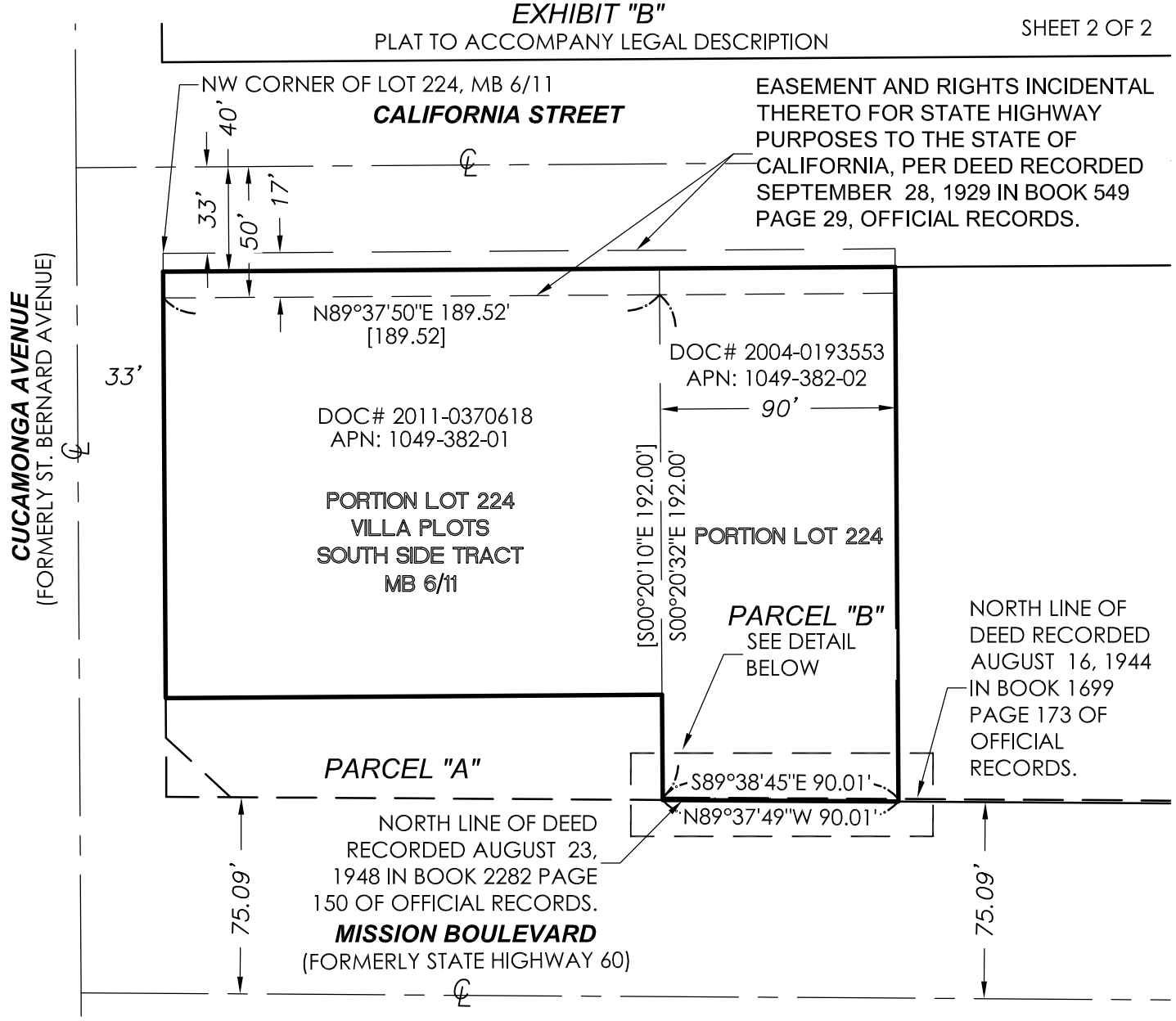
SCALE: 1"=60'

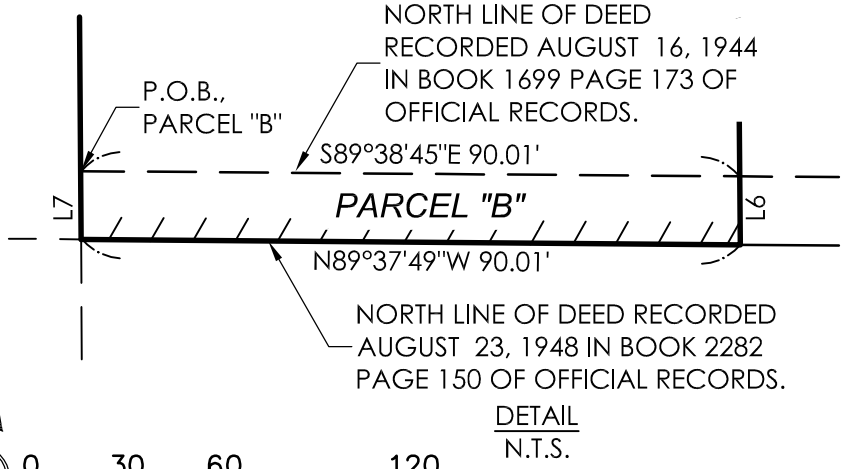
LG LAND SURVEYING, INC.
30355 CALLEJO FELIZ TER
VALLEY CENTER, CA 92082
p: 619-535-1172

EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION

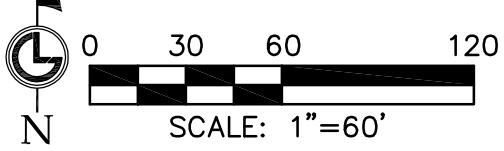
SHEET 2 OF 2





DETAIL
N.T.S.

Line Table		
Line #	Bearing	Length
L1	S00°20'32"E	40.15'
L2	N00°20'32"W	37.71'
L3	N00°20'32"W	22.50'
L4	S47°23'34"E	33.47'
L5	N89°37'49"W	24.50'
L6	N00°20'32"W	0.97'
L7	N00°20'32"W	0.95'
(L1	S00°20'10"E	40.15')



SEE SHEET 1 FOR LEGEND

CITY OF ONTARIO *Agenda Report* **October 21, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: David Zurita Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Andrea Ampig, Khoi Do, Bonnie Tam Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 6

SUBJECT: **A RESOLUTION APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY, AND FINAL TRACT MAP NO. 20472 LOCATED ON THE SOUTHWEST CORNER OF HAVEN AVENUE AND EUCALYPTUS AVENUE**

RECOMMENDATION: That the City Council adopt a Resolution approving an Improvement Agreement, Improvement Security, and Final Tract Map No. 20472, located on the southwest corner of Haven Avenue and Eucalyptus Avenue.

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

FISCAL IMPACT: There is no direct fiscal impact associated with this action. All public infrastructure improvements required for this project will be constructed by the Developer at its sole cost.

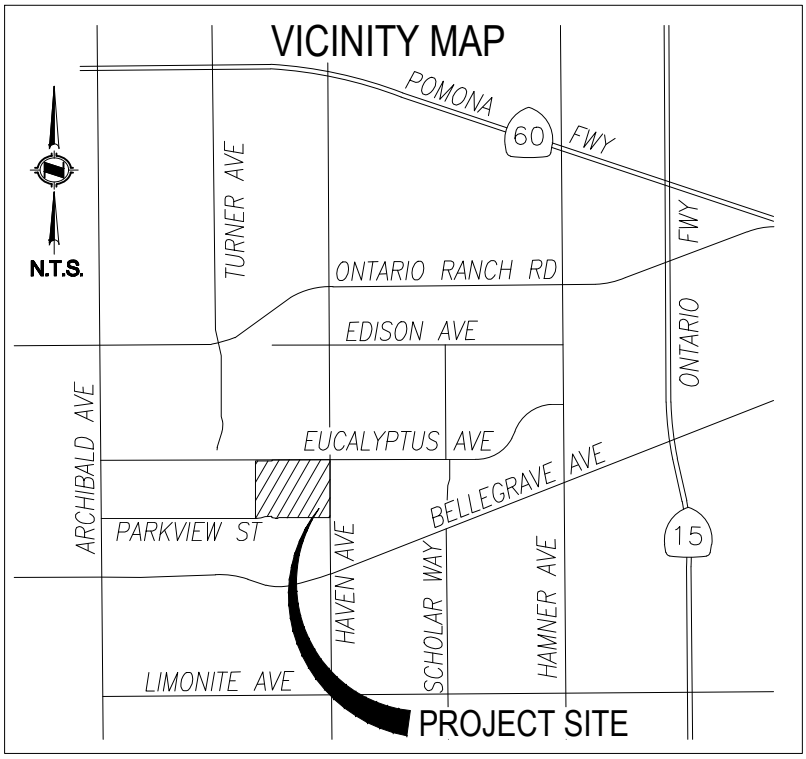
BACKGROUND & ANALYSIS: KB Home Cal Management, LLC ("Developer") has submitted Final Tract Map No. 20472, consisting of 198 numbered lots and 44 lettered lots on 52 acres of land, as shown on Exhibit A. Tentative Tract Map No. 20472 was approved by the Planning Commission on December 18, 2023.

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

The Developer has entered into an Improvement Agreement with the City for Final Tract Map No. 20472 and posted adequate security to ensure construction of the required improvements. This

map meets all conditions of the Subdivision Map Act and the Ontario Municipal Code and has been reviewed and approved by the City Engineer.

EXHIBIT "A"
TRACT 20472

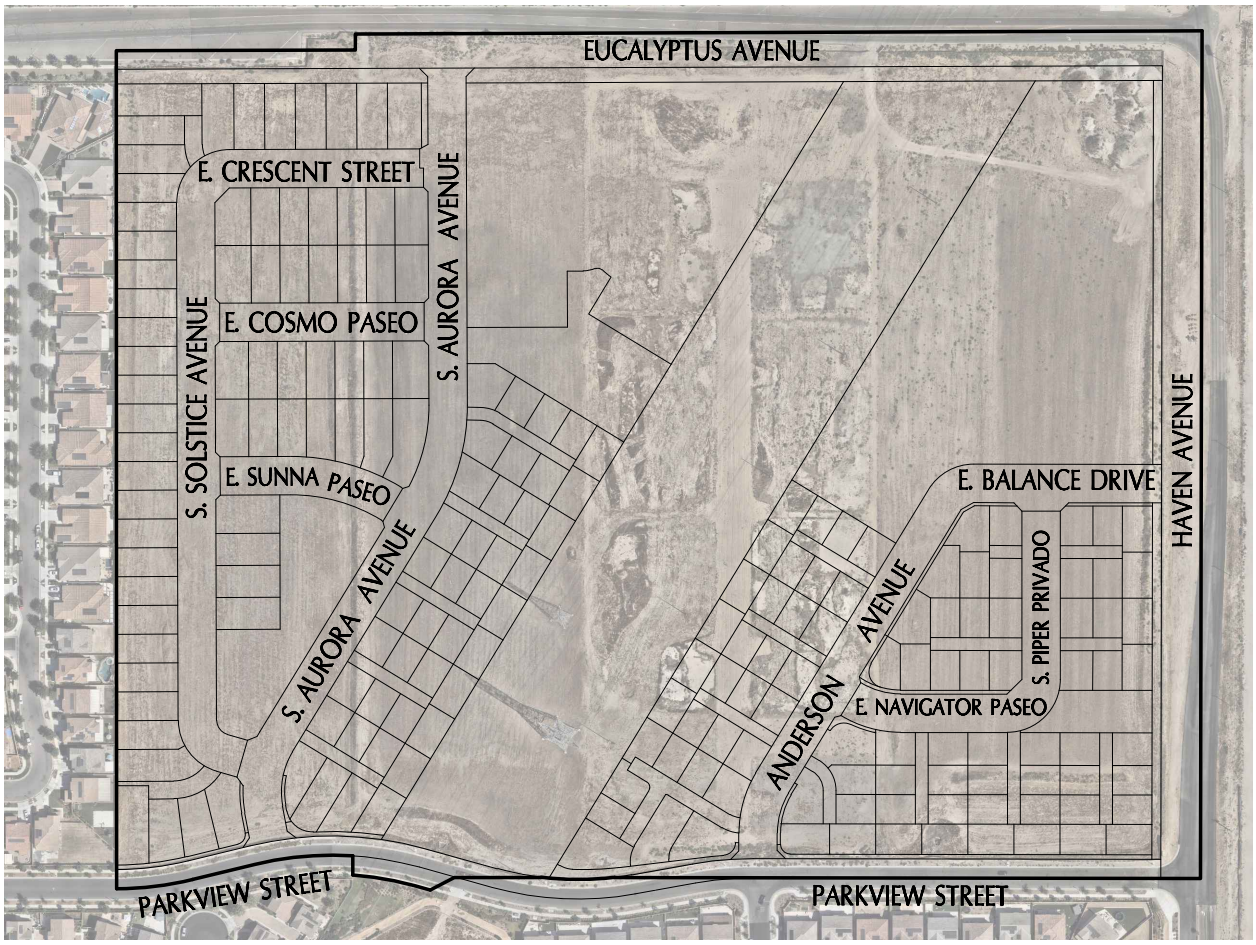


GRAPHIC SCALE

0 150 300

(IN FEET)

1 inch = 300 ft.



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY AND FINAL TRACT MAP NO. 20472 GENERALLY LOCATED AT THE SOUTHWEST CORNER OF HAVEN AVENUE AND EUCALYPTUS AVENUE.

WHEREAS, Tentative Tract Map No. 20472, submitted by KB Home Cal Management, LLC., was approved by the Planning Commission of the City of Ontario on December 18, 2023; and

WHEREAS, Tentative Tract Map No. 20472 consists of 198 numbered lots and 44 lettered lots, in the City of Ontario, County of San Bernardino, State of California, being a subdivision of Parcel "A" as shown on Lot Line Adjustment No. LLA18-006, as evidenced by document recorded August 7, 2019 as Document No. 2019-0269171 and Parcel 2 as shown on Certificate approving a Lot Line Adjustment No. 07-010 as evidenced by document recorded June 10, 2008 as Document No. 2008-0263645, both records of said county; and

WHEREAS, to meet the requirements established as prerequisite to final approval of Tract Map No. 20472, KB Home Cal Management, LLC. has offered the Improvement Agreement together with good and sufficient improvement security, in conformance with the City Attorney's approved format, for approval and execution by the City; and

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

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

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

3. That Final Tract Map No. 20472 be approved and that the City Clerk be authorized to execute the statement thereon on behalf of said City.

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

PASSED, APPROVED, AND ADOPTED this 21st day of October 2025.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST, BEST & KREIGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2025- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held October 21, 2025 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. 2025- duly passed and adopted by the Ontario City Council at their regular meeting held October 21, 2025.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

City of Ontario
303 East "B" Street
Ontario, CA 91764
Attn: City Engineer

(Exempt from Filing Fees – Government Code § 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBDIVISION IMPROVEMENT AGREEMENT

FOR COMPLETION OF PUBLIC IMPROVEMENTS

TRACT MAP NO. 20472

between

THE CITY OF ONTARIO

a California municipal corporation

and

KB HOME CAL MANAGEMENT, LLC

SUBDIVISION IMPROVEMENT AGREEMENT
FOR COMPLETION OF PUBLIC IMPROVEMENTS

TRACT MAP NO. 20472

I. PARTIES AND DATE

This Subdivision Improvement Agreement for the Completion of Public Improvements ("Agreement") is entered into as of this ____ day of _____, 20__, by and between the City of Ontario, a California municipal corporation ("City") and KB Home Cal Management, LLC a California Corporation with its principal office located at 36310 Inland Valley Drive, Suite 300 Wildomar, CA ("Developer"). City and Developer are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

II. RECITALS

A. Developer's tentative tract map for real property located within City, a legal description of which is attached hereto as Exhibit "A" ("Property"), was conditionally approved by the Ontario Planning Commission on December 18, 2023. The tentative tract map is identified in City records as Tract Map No. 20472 ("Map").

B. Developer has not completed all the work or made all of the public improvements required by the City's Municipal Code, the Subdivision Map Act (California Government Code section 66410, *et seq.*) ("Map Act"), the conditions of approval for the Map, or other ordinances, resolutions, or policies of City requiring construction of improvements in conjunction with the subdivision of land.

C. Pursuant to the City's Municipal Code and the applicable provisions of the Map Act, Developer and City enter into this Agreement for the timely construction and completion of the public improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney, for the Map.

D. Developer's execution of this Agreement and the provision of the security are made in consideration of City's approval of the final Map for the Property.

III. TERMS

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

1.1 Definitions. For purposes of enforcing this Agreement, the term "City" shall include, but shall not be limited to, City Council, Public Works Director, City Engineer, Community Development Director, Building Official, or any of their authorized representatives. City shall have the sole and absolute discretion to determine which public body, public official, or public employee may act on behalf of City for any particular purpose.

2.0 Public Improvements. Developer shall construct or have constructed at its own cost, expense, and liability all improvements required by City as part of the approval of the Map, including, but not limited to, all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities as shown in detail on the plans, profiles, and specifications which have been prepared by or on behalf of Developer for the Map ("Public Improvements"). The Public Improvements are more specifically described in Exhibit "B," which is attached hereto and incorporated herein by this reference. Construction of the Public Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. Developer shall be responsible for the replacement, relocation, or removal of any component of any utility system or public improvement in conflict with the construction or installation of the Public Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such utility system or public improvement. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Public Improvements.

2.1 Prior Partial Construction of Public Improvements. Where construction of any Public Improvements has been partially completed prior to the execution of this Agreement, Developer agrees to complete such Public Improvements or assure their completion in accordance with this Agreement.

2.2 Permits; Notices; Utility Statements. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the Public Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer. Prior to commencing any work, Developer shall file a written statement with the City Clerk and the City Engineer, signed by Developer and each utility that will provide utility service to the Property, attesting that Developer has made all deposits legally required by the utility for the extension and provision of utility service to the Property.

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

2.4 Quality of Work; Compliance With Laws and Codes. The construction plans and specifications for the Public Improvements shall be prepared in accordance with all

applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements. The Public Improvements shall be completed in accordance with all approved maps, conditions, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

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

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

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

Developer shall, at all times, enforce strict discipline and good order among its employees and those of its subcontractors and shall not employ any unfit person or anyone not skilled in the

assigned task. If any person employed by, the Developer, a contractor or subcontractor fails or refuses to carry out the directions of the City or appears to the City, in its sole and absolute discretion, to be incompetent or to act in a disorderly or improper manner, such person shall be removed from the project immediately upon request by the City, and such person shall not again be employed on the work. Such removal shall not be the basis for any claim of compensation or damages against the City.

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

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

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

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

4.0 Construction Schedule. Unless extended pursuant to Section 4.1 of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements within twelve (12) months following approval of the final Map. At least fifteen (15) days prior to the commencement of such work, Developer shall notify the City Engineer in writing of the date fixed by Developer for commencement of the work.

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

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

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

6.0 Encroachment Permit. Developer shall obtain any necessary encroachment permits from the office of the City Engineer prior to start of any work within the public rights-of-way, and the Developer shall conduct such work in full compliance with the regulations and other requirements contained therein. The Developer shall be responsible for the removal of all loose rock and other debris from the public rights-of-way resulting from work done on adjacent property

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

7.0 Utilities. Developer shall assume all costs for and shall provide utility services, including water, power, gas, and telephone service to serve each parcel, lot, or unit of land within the Property in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules, and fees of the utilities or agencies providing such services. Except for commercial or industrial properties, Developer shall also provide cable television facilities to serve each parcel, lot, or unit of land in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the requirements of the cable company possessing a valid franchise with City to provide such service within City's jurisdictional limits. All utilities shall be installed underground, unless otherwise approved by the City Council or the Planning Commission of the City, or by any other state or federal laws or regulations.

8.0 Fees and Charges. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to fees for the checking, filing, and processing of improvement plans and specifications and for inspecting the construction of the Public Improvements. These fees must be paid in full prior to approval of the final map and improvement plans. The fees referred to above are not necessarily the only City fees, charges, or other costs that have been or will be imposed on the subdivision and its development, and this Agreement shall in no way exonerate or relieve Developer from paying such other applicable fees, charges, and/or costs.

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

10.0 Acceptance of Improvements; As-Built or Record Drawings. If the Public Improvements are properly completed by Developer and approved by the City Engineer, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, the City Council shall be authorized to accept the Public Improvements. The City Council may, in its sole and absolute discretion, accept fully completed portions of the Public Improvements prior to such time as all of the Public Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Public Improvements within the time required by this Agreement. Upon the total or partial

acceptance of the Public Improvements by City, the City Clerk shall file with the Recorder's Office of the County of San Bernardino, a notice of completion for the accepted Public Improvements in accordance with California Civil Code Section 9204, at which time the accepted Public Improvements shall become the sole and exclusive property of City without payment therefor. Title to and ownership of the Public Improvements constructed under this Agreement shall vest absolutely in City upon completion and acceptance in writing of such Public Improvements by City. Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements. Notwithstanding the foregoing, City may not accept any Public Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Public Improvements. The drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.

11.0 Default; Notice; Remedies.

11.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("Notice"). Developer shall substantially commence the work required to remedy the default or violation within ten (10) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the Notice, Developer and its surety shall be liable to City for all costs of construction and installation of the Public Improvements and all other administrative costs and expenses.

11.2 Failure to Remedy; City Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to City within the time frame contained in the Notice, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none, of the required or agreed upon Public Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

11.3 Notice of Violation; Stop Work Order. If City determines that there is a violation of applicable federal, state or local laws, ordinances, regulations or other requirements, or the terms and conditions of this Agreement, the City and/or City Engineer may issue a Notice

of Violation and Demand for Compliance and/or a Stop Work Order. The City may declare the Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation. Developer shall comply with the Notice of Violation and/or Stop Work Order and shall substantially commence the work required to remedy the default or violation with the time specified in the Notice of Violation. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City and/or City Engineer may provide the Notice of Violation verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof.

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

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

12.0 Warranty and Guarantee. Developer hereby warrants and guarantees all Public Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all landscaping within the Property in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the work and acceptance by City ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Public Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any Public Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Public Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Public Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

13.0 Security.

13.1 Prior to execution of this Agreement, Developer shall provide City with sufficient security in the amounts and under the terms set forth below ("Security"). Nothing in this Section is intended to prevent City, in its sole discretion, from requiring Developer to submit, or prevent Developer from submitting, security in a form other than bonds that may be allowed under California Government Code Section 66499, et seq. and the City's Municipal Code, and acceptable

to City. The amount of the Security shall be based on the City Engineer's approximation of the actual cost to construct the Public Improvements, including the replacement cost for all public landscaping ("Estimated Costs"). If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer's compliance with this Section shall in no way limit or modify Developer's indemnification obligation under this Agreement. Security shall be on forms approved by the City for the purposes and amounts as follows:

13.1.1 Performance Bond. To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City security in the amount of **Nine-Million, Four-Hundred Fifty Thousand, Eight-Hundred Seventy-Seven Dollars and Six Cents ($9,450,877.06)**, which sum shall be not less than one hundred percent (100%) of the Estimated Costs (Bonds attached in Exhibit "C" and Engineering Cost Estimate attached in Exhibit "B"). The City may, in its sole and absolute discretion, partially release a portion or portions of the security provided under this section as the Public Improvements are accepted by City, as provided herein, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map, and the total remaining security is not less than twenty-five percent (25%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period (as defined above), or any extension thereof as provided in this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map.

13.1.2 Labor & Material Bond. To secure payment to the contractor and subcontractors, laborers, material men and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City security in the amount of **Nine-Million, Four-Hundred Fifty Thousand, Eight-Hundred Seventy-Seven Dollars and Six Cents ($9,450,877.06)**, which sum shall not be less than one hundred percent (100%) of the Estimated Costs (Bonds attached in Exhibit "C" and Engineering Cost Estimate attached in Exhibit "B").. The security provided under this subsection may be released by written authorization of the City Engineer after one (1) year or within the time limits established in California Government Code section 66499.7 from the date City accepts the final Public Improvements at the discretion of City. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

13.1.3 Monument Security. To guarantee payment by the Developer to the engineer or surveyor whose certificate appears on the final map for the setting of all subdivision boundaries, lot corners and street centerline monuments, as well as the furnishing of all centerline tie notes to the City, prior to the City's execution of this Agreement, Developer shall deposit cash with the City in the amount of **Fifty-Nine Thousand Nine-Hundred Dollars ($59,900)**. Said cash deposit may be released after receipt by the City of the centerline tie notes and written acknowledgment of payment in full from the engineer or surveyor.

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

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

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

14.0 Lien. To secure the timely performance of Developer's obligations under this Agreement, including those obligations for which security has been provided pursuant to this Agreement, Developer hereby creates in favor of City a lien against all portions of the Property not dedicated to City or some other governmental agency for a public purpose. As to Developer's default on those obligations for which security has been provided pursuant to this Agreement, City shall first attempt to collect against such security prior to exercising its rights as a contract lienholder under this Section.

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

to insurance proceeds, if any, received by City, its elected officials, officers, employees, agents, or volunteers.

16.0 Insurance.

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

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

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

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

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

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

16.3.1 Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Developer; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Developer shall provide endorsements in the form of ISO CG 20 10 10 01 and

20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

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

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

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

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

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

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

coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

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

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

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

16.11 Additional Insurance Provisions

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

16.11.2 If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Developer.

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

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

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

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

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

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

19.0 General Provisions.

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

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

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

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

CITY:	**DEVELOPER:**
City of Ontario	KB Home Cal Management, LLC
Engineering Department	36310 Inland Valley Dr., Ste. 300
303 East "B" Street	Wildomar, CA 92595
Ontario, CA 91764	Attn: Scott Hansen
Attn: City Engineer	

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

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

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

19.8 Waiver. City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of the Public Improvements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution, or performance of the Public Improvements or this Agreement.

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

The agreement, hypothecation, or transfer shall be to the satisfaction of the City Attorney and shall include provisions requiring the assignee to post bonds or submit another form of financial security, satisfactory to City and approved by the City Attorney, to guarantee construction of the Public Improvements. The agreement shall survive the recordation of the Final Map and

shall be recorded against each of the proposed lots to inform successors and assigns of the required Public Improvements to be constructed and their time frame for construction.

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

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

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

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

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

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

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

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

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

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

19.16 Prevailing Wages. Developer has been alerted to the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements if it is determined that this Agreement constitutes a public works contract. It shall be the sole responsibility of Developer to determine whether to pay prevailing wages for any or all work required by this Agreement. As a material part of this Agreement, Developer agrees to assume all risk of liability arising from any decision not to pay prevailing wages for work required by this Agreement.

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

[SIGNATURE PAGE FOLLOWS]

CITY OF ONTARIO

By: _____
Scott Ochoa, City Manager

KB HOME CAL MANAGEMENT, LLC

By: _____
Scott Hansen, Vice President

ATTEST:

By: _____
Sheila Mautz, City Clerk

By: _____
Signature

_____
Print Name

_____
Title

APPROVED AS TO FORM:

By: _____
Best Best & Krieger, City Attorney

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

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

STATE OF CALIFORNIA)
COUNTY OF Riverside)

On Sep. 30, 2025 before me, Judith Mireles, Notary Public, personally appeared Scott Hansen, 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.

JUDITH MIRELES
Notary Public - California
Riverside County
Commission # 2417491
My Comm. Expires Sep 22, 2026

Signature: _____ (seal)

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

STATE OF CALIFORNIA)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature:_____ (seal)

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

TRACT NO. 20472

BEING A SUBDIVISION OF PARCEL "A" AS SHOWN ON LOT LINE ADJUSTMENT NO. LLA 18-006, AS EVIDENCED BY DOCUMENT RECORDED AUGUST 7, 2019 AS DOCUMENT NO. 2019-0269171 AND PARCEL 2 AS SHOWN ON CERTICATE APPROVING A LOT LINE ADJUSTMENT NO. 07-010 AS EVIDENCED BY DOCUMENT RECORDED JUNE 10, 2008 AS DOCUMENT NO. 2008-0263645, BOTH OF OFFICIAL RECORDS IN THE OFFICE OF THE RECORDER OF SAN BERNARDINO COUNTY.

EXHIBIT "B"

LIST OF PUBLIC IMPROVEMENTS

TRACT NO. 20472

Developer shall perform all work and furnish all materials necessary, in the opinion of the City Engineer and on his/her order, to complete the following Public Improvements in accordance with the plans and specifications on file with City or with any changes required or ordered by the City Engineer which, in his/her opinion, are necessary or required to complete this work.

Developer is required to perform the following Public Improvements under this Agreement:

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Project Cost Estimate
Tract 20472 - OnSite Imrpovements

Date	8/19/2025
Project Number	PC23-106, TM-20472
Plancheck Number	6
Location	SubArea 29, PA-30 & PA-31
Computed By	Amanda Coppola
Contact Phone	(760) 715-7586
Contact Email	acoppola@hunsaker.com

Attached Project Cost Estimate prepared by (or under the direction of)

Signature of Registered Civil Engineer

85533
RCE No.

9/30/2026
Exp. Date:

REGISTERED PROFESSIONAL ENGINEER
AMANDA KATHLEEN COPPOLA
NO. 85533
CIVIL
STATE OF CALIFORNIA

Civil Engineer Stamp

ACCEPTED
09/09/2025
BY
CITY OF ONTARIO
ENGINEERING DEPARTMENT
Approved for bonding purposes

Approved By: _____
Date: _____

CITY OF ONTARIO

ENGINEERING DEPARTMENT

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

Date	8/19/2025
Project Number	PC23-106, TM-20472
Plancheck Number	6
Location	SubArea 29, PA-30 & PA-31
Computed By	Amanda Coppola
Contact Phone	(760) 715-7586
Contact Email	acoppola@hunsaker.com

A.	STREET (Excludes Fiber Optic, Landscape, Utility Poles)	Sub-Total	$ 1,484,497.18
B.	POTABLE WATER	Sub-Total	$ 1,717,780.97
C.	RECYCLED WATER	Sub-Total	$ 694,774.37
D.	SANITARY SEWER	Sub-Total	$ 1,285,521.93
E.	STORM DRAIN	Sub-Total	$ 874,179.81
F.	FIBER OPTIC	Sub-Total	$ 227,378.13

TOTAL ESTIMATED CONSTRUCTION COST (Excludes Landscape, Utility Poles)		$ 6,284,132.39
CONSTRUCTION INSPECTION FEE (Excludes Landscape, Utility Poles)		$ 266,611.21 $164 Base Fee
SECURITY DEPOSIT	Check box if posting Refundable Cash Deposit ☐	$ 6,284,132.39 $500 Min
	See Page 4 for posting of Security Bonds	
PERMIT FEE		$ 116.00
TRAFFIC CONTROL PERMIT FEE		$ 103.00
ENCROACHMENT PERMIT FEE TOTAL		$ 266,830.21

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Summary of Estimated Construction Cost in Public Right-Of-Way
For Plan Check Fee Calculation

Date	8/19/2025
Project Number	PC23-106, TM-20472
Plancheck Number	6
Location	SubArea 29, PA-30 & PA-31
Computed By	Amanda Coppola
Contact Phone	(760) 715-7586
Contact Email	acoppola@hunsaker.com

A.	STREET (Excludes Fiber Optic, Landscape, Utility Poles)	Sub-Total	$ 1,484,497.18
B.	POTABLE WATER	Sub-Total	$ 1,717,780.97
C.	RECYCLED WATER	Sub-Total	$ 694,774.37
D.	SANITARY SEWER	Sub-Total	$ 1,285,521.93
E.	STORM DRAIN	Sub-Total	$ 874,179.81
F.	FIBER OPTIC	Sub-Total	$ 227,378.13
G.	LANDSCAPE	Sub-Total	$ -
	TOTAL ESTIMATED CONSTRUCTION COST (Excludes Utility Poles)		$ 6,284,132.39
	PLAN CHECK FEE TOTAL		$ 227,485.59

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Summary of Estimated Construction Cost in Public Right-Of-Way
For Security Bond Amount
(Subdivision Maps Only)

Date	8/19/2025
Project Number	PC23-106, TM-20472
Plancheck Number	6
Location	SubArea 29, PA-30 & PA-31
Computed By	Amanda Coppola
Contact Phone	(760) 715-7586
Contact Email	acoppola@hunsaker.com

A.	STREET	Sub-Total	$ 1,711,875.31
B.	POTABLE WATER	Sub-Total	$ 1,717,780.97
C.	RECYCLED WATER	Sub-Total	$ 694,774.37
D.	SANITARY SEWER	Sub-Total	$ 1,285,521.93
E.	STORM DRAIN	Sub-Total	$ 874,179.81

TOTAL ESTIMATED CONSTRUCTION COST	$ 6,284,132.39
CONTINGENCY FOR UNSIGNED PLANS (10%) Check box if plans are unsigned ☐	$ 628,413.24
TOTAL SECURITY BOND AMOUNT	$ 6,284,132.39

SECURITY BOND AMOUNTS

Performance Bond (100% of Total Estimated Construction Cost)	$ 6,284,132.39
Labor and Material Bond (100% of Total Estimated Construction Cost)	$ 6,284,132.39
Maintenance Bond * (10% of Performance Bond)	$ 628,413.24
Monumentation Cash Deposit ** No. of Monuments to set:	$ 1,000.00

* To be provided prior to release of Performance Bond

** To be provided if monumentation is not complete by the time of Final Map approval

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Summary of Total Length of Utility Mains in Public Right-Of-Way
Provided to Fiscal Services Department

Date	8/19/2025
Project Number	PC23-106, TM-20472
Plancheck Number	6
Location	SubArea 29, PA-30 & PA-31
Computed By	Amanda Coppola
Contact Phone	(760) 715-7586
Contact Email	acoppola@hunsaker.com

		Total Length (LF)
B.	POTABLE WATER MAIN	**7715**
C.	RECYCLED WATER MAIN	**3968**
D.	SANITARY SEWER MAIN	**5671**
E.	STORM DRAIN MAIN	**4481**
F.	FIBER OPTIC CONDUIT	**20202**

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate Form
Street Improvements

Date	8/19/2025
Project Number	PC23-106, TM-20472
Plancheck Number	6
Location	SubArea 29, PA-30 & PA-31
Computed By	Amanda Coppola
Contact Phone	(760) 715-7586
Contact Email	acoppola@hunsaker.com

CONSTRUCTION ITEM DESCRIPTION	QTY	UNIT	COST	TOTAL
ASPHALT CONCRETE (AC) ($0.39/IN/S.F. AC & $0.19/IN/S.F. CAB)				
AC BASE PAVE (MINIMUM 4") THICKNESS: 6"	117945	S.F.	$ 2.34	$ 275,991.30
CRUSHED AGREGGATE BASE THICKNESS: 8"	117945	S.F.	$ 1.52	$ 179,276.40
AC PAVEMENT		TON	$ 65.00	$ -
AC BERM		L.F.	$ 13.00	$ -
2" GRIND	659	S.F.	$ 0.40	$ 263.60
SAWCUT		L.F.	$ 3.50	$ -
IMPORT FILL (INCLUDING COMPACTION)		C.Y.	$ 25.00	$ -
PREPARATION OF SUBGRADE	117945	S.F.	$ 0.50	$ 58,972.50
AC PAVEMENT REMOVAL		S.F.	$ 3.50	$ -
SLURRY SEAL (RPM TYPE II)		S.F.	$ 0.17	$ -
TRENCH BACKFILL AND COMPACTION		S.F.	$ 3.50	$ -
PORTLAND CEMENT CONCRETE (PCC)				
CURB & GUTTER	7338	L.F.	$ 15.00	$ 110,070.00
CURB ONLY		L.F.	$ 12.00	$ -
CROSS GUTTER/SPANDREL		S.F.	$ 7.00	$ -
SIDEWALK	40846	S.F.	$ 4.75	$ 194,018.50
WHEELCHAIR RAMP	19	EA.	$ 2,200.00	$ 41,800.00
TRAFFIC ISLAND		S.F.	$ 9.50	$ -
CONCRETE PAVEMENT (PCC - REINFORCED, UP TO 10" THICKNESS)		S.F.	$ 7.80	$ -
DRIVE APPROACHES				
RESIDENTIAL	9393	S.F.	$ 6.50	$ 61,054.50
COMMERCIAL		S.F.	$ 8.50	$ -
REMOVAL				
REMOVAL OF CONCRETE		S.F.	$ 3.50	$ -
REMOVAL OF BERM, A.C. OR P.C.C.		L.F.	$ 6.50	$ -
ADJUSTMENT TO GRADE				
MANHOLE	48	EA.	$ 600.00	$ 28,800.00
WATER VALVE	42	EA.	$ 325.00	$ 13,650.00
CLEANOUT		EA.	$ 265.00	$ -
DRAINAGE				
PARKWAY DRAIN		EA.	$ 1,800.00	$ -

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate Form
Street Improvements

SIGNS				
REFLECTOR SIGN AND POST		EA.	$ 175.00	$ -
STREET NAME SIGN	30	EA.	$ 475.00	$ 14,250.00
TRAFFIC SIGN AND POST	17	EA.	$ 300.00	$ 5,100.00
LIGHTING				
STREET LIGHT				
- 70, 100 WATT (INCLUDING CONDUIT & PULL BOXES)	39	EA.	$ 6,200.00	$ 241,800.00
- 150, 250 WATT (INCLUDING CONDUIT & PULL BOXES)		EA.	$ 6,500.00	$ -
STREET LIGHT SERVICE PEDESTAL	2	EA.	$ 4,100.00	$ 8,200.00
STREET LIGHT SERVICE DUAL PEDESTAL		EA.	$ 5,900.00	$ -
STRIPING				
SIGNING & STRIPING LOCAL STREET	266	L.F.	$ 4.50	$ 1,197.00
SIGNING & STRIPING COLLECTOR STREET		L.F.	$ 8.75	$ -
SIGNING & STRIPING ARTERIAL STREET		L.F.	$ 12.75	$ -
PAINTED LEGEND		EA.	$ 80.00	$ -
THERMOPLASTIC LEGEND	5	EA.	$ 165.00	$ 825.00
TRAFFIC SIGNALS				$ -
NEW TRAFFIC SIGNAL		EA.	$ 355,600.00	$ -
MODIFY EXISTING SIGNAL (STREET WIDENING, PER CORNER)		EA.	$ 88,900.00	$ -
REMOVE EXISTING SIGNAL		EA.	$ 25,000.00	$ -
REPLACE/RESTORE T.S. DETECTION LOOP		EA.	$ 425.00	$ -
TRAFFIC SIGNAL INTERCONNECT CONDUIT		L.F.	$ 17.00	$ -
TRAFFIC SIGNAL INTERCONNECT CONDUIT & CABLE		L.F.	$ 20.00	$ -
ADD LEFT TURN PHASING		L.S.	$ 30,000.00	$ -
ADD LEFT TURN PHASING		L.S.	$ 30,000.00	$ -
LANDSCAPE				$ -
PARKWAY TREE WITH IRRIGATION		EA.	$ 525.00	$ -
PARKWAY LANDSCAPING		S.F.	$ 6.00	$ -
(INCLUDING IRRIGATION FACILITIES)				$ -
NEIGHBORHOOD EDGE AND/OR MEDIAN LANDSCAPING		S.F.	$ 6.00	$ -
(INCLUDING IRRIGATION FACILITIES)				$ -
NEIGHBORHOOD EDGE AND/OR MEDIAN TREE		EA.	$ 525.00	$ -
(INCLUDING IRRIGATION FACILITIES)				$ -
UTILITY POLES				$ -
RELOCATION OF POLE		EA.	$ 18,000.00	$ -
UNDERGROUNDING OF POWER LINES		L.F.	$ 350.00	$ -
UNDERGROUNDING OF COMMUNICATION LINES		L.F.	$ 90.00	$ -
				$ -
FIBER OPTIC				$ -
CONDUIT PLACEMENT TRENCH/BORE (INCLUDES HANDHOLES)		L.F.	$ 45.00	$ -
(ARTERIAL/COLLECTOR STREETS - MAIN BACKBONE)				$ -
IN-TRACT LOCAL STREETS				$ -
FIBER CONDUIT PLACEMENT	20202	L.F.	$ 5.70	$ 115,151.40

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate Form
Street Improvements

FIBER TRENCH	11517	L.F.	$ 6.50	$ 74,860.50
HANDHOLE - FLOWER POT (FP)	29	EA.	$ 125.00	$ 3,625.00
HANDHOLE - HH-3		EA.	$ 250.00	$ -
HANDHOLE - HH-4		EA.	$ 375.00	$ -
				$ -
DRY UTILITY TRENCHING				$ -
BORE - AC PAVEMENT		L.F.	$ 20.00	$ -
BORE - PARKWAY		L.F.	$ 10.00	$ -
MICRO TRENCHING		L.F.	$ 8.15	$ -
DRY UTILITY TRENCH - AC PAVEMENT		L.F.	$ 56.00	$ -
DRY UTILITY TRENCH - PARKWAY		L.F.	$ 8.00	$ -
OTHER				
INSTALL REDWOOD HEADER	223	L.F.	$ 15.00	$ 3,345.00
INSTALL TYPE II BARRICADE	8	EA.	$ 150.00	$ 1,200.00
INSTALL THERMOPLASTIC PAVEMENT MARKING	260	L.F.	$ 12.00	$ 3,120.00
INSTALL THERMOPLASTIC 12" SOLID WHITE LINE	90	L.F.	$ 20.00	$ 1,800.00
HANDHOLE - HH-1	37	EA.	$ 175.00	$ 6,475.00
HANDHOLE - HH-2	65	EA.	$ 200.00	$ 13,000.00
				$ -
				$ -
				$ -
				$ -
STREET IMPROVEMENTS SUB-TOTAL				**$ 1,457,845.70**
10% CONTINGENCY				$ 145,784.57
TRAFFIC CONTROL	1	L.S.	$ 44,099.83	$ 44,099.83
MOBILIZATION, SWPPP, EROSION CONTROL	1	L.S.	$ 64,145.21	$ 64,145.21
STREET IMPROVEMENTS TOTAL				**$ 1,711,875.31**

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate Form
Potable Water Improvements

Date	8/19/2025
Project Number	PC23-106, TM-20472
Plancheck Number	6
Location	SubArea 29, PA-30 & PA-31
Computed By	Amanda Coppola
Contact Phone	(760) 715-7586
Contact Email	acoppola@hunsaker.com

CONSTRUCTION ITEM DESCRIPTION	QTY	UNIT	COST	TOTAL
WATER / FIRE MAIN				
6" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$ 30.00	$ -
8" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$ 40.00	$ -
10" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$ 45.00	$ -
8" INC. EXC., BACKFILL & PVMT RESTORATION	7715	L.F.	$ 90.00	$ 694,350.00
10" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 95.00	$ -
12" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 105.00	$ -
16" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 115.00	$ -
WATER SERVICE (EXCLUDES AC REMOVAL AND REPLACEMENT)				
1" WATER SERVICE WITH METER BOX	199	EA.	$ 1,000.00	$ 199,000.00
2" WATER SERVICE WITH METER BOX	29	EA.	$ 2,200.00	$ 63,800.00
FIRE HYDRANT (EXCLUDES AC REMOVAL AND REPLACEMENT)				
BREAK-OFF TYPE FIRE HYDRANT (INC. CONNECTION)	24	EA.	$ 5,400.00	$ 129,600.00
AIR RELEASE / BLOW-OFF (EXCLUDES AC REMOVAL AND REPLACEMENT)				
AIR RELEASE VALVE (INC. CONNECTION)	3	EA.	$ 4,600.00	$ 13,800.00
BLOW-OFF VALVE (INC. CONNECTION)		EA.	$ 4,500.00	$ -
BACKFLOW ($1000/IN)				
RP 2" AND SMALLER	30	EA.	$ 3,000.00	$ 90,000.00
DDC ABOVE GROUND (UP TO 6" DIAMETER)		EA.	$ 7,000.00	$ -
GATE VALVE				
6"		EA.	$ 550.00	$ -
8"	57	EA.	$ 850.00	$ 48,450.00
10"		EA.	$ 1,250.00	$ -
12"	3	EA.	$ 1,375.00	$ 4,125.00
16"		EA.	$ 3,425.00	$ -
HOT TAP				
HOT TAP WITH VALVE		EA.	$ 1,750.00	$ -
CONNECTION TO EXISTING 6" MAIN		EA.	$ 3,500.00	$ -
CONNECTION TO EXISTING 8" MAIN	1	EA.	$ 3,750.00	$ 3,750.00
CONNECTION TO EXISTING 12" MAIN		EA.	$ 4,100.00	$ -
INSTALL TEE	2	EA.	$ 300.00	$ 600.00

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate Form
Potable Water Improvements

REMOVE EXISTING BLIND FLANGE		EA.	$ 475.00	$ -
CONCRETE THRUST BLOCK	130	EA.	$ 585.00	$ 76,050.00
OTHER				
INSTALL BLUE REFLECTIVE FH MARKER	24	EA.	$ 50.00	$ 1,200.00
INSTALL BEND	39	EA.	$ 750.00	$ 29,250.00
INSTALL REDUCER	2	EA.	$ 1,000.00	$ 2,000.00
INSTALL 24" BUTTERFLY VALVE	3	EA.	$ 35,600.00	$ 106,800.00
INSTALL END CAP	2	EA.	$ 50.00	$ 100.00
				$ -
				$ -
				$ -
				$ -
				$ -
POTABLE WATER IMPROVEMENTS SUB-TOTAL				**$ 1,462,875.00**
10% CONTINGENCY				$ 146,287.50
TRAFFIC CONTROL	1	L.S.	$ 44,251.97	$ 44,251.97
MOBILIZATION, SWPPP, EROSION CONTROL	1	L.S.	$ 64,366.50	$ 64,366.50
POTABLE WATER IMPROVEMENTS TOTAL				**$ 1,717,780.97**

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate Form
Recycled Water Improvements

Date	8/19/2025
Project Number	PC23-106, TM-20472
Plancheck Number	6
Location	SubArea 29, PA-30 & PA-31
Computed By	Amanda Coppola
Contact Phone	(760) 715-7586
Contact Email	acoppola@hunsaker.com

CONSTRUCTION ITEM DESCRIPTION	QTY	UNIT	COST	TOTAL
WATER / FIRE MAIN				
6" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$ 30.00	$ -
8" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$ 40.00	$ -
10" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$ 45.00	$ -
8" INC. EXC., BACKFILL & PVMT RESTORATION	2505	L.F.	$ 90.00	$ 225,450.00
10" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 95.00	$ -
12" INC. EXC., BACKFILL & PVMT RESTORATION	72	L.F.	$ 105.00	$ 7,560.00
16" INC. EXC., BACKFILL & PVMT RESTORATION	1391	L.F.	$ 115.00	$ 159,965.00
WATER SERVICE (EXCLUDES AC REMOVAL AND REPLACEMENT)				
1" WATER SERVICE WITH METER BOX		EA.	$ 1,000.00	$ -
2" WATER SERVICE WITH METER BOX	4	EA.	$ 2,200.00	$ 8,800.00
FIRE HYDRANT (EXCLUDES AC REMOVAL AND REPLACEMENT)				
BREAK-OFF TYPE FIRE HYDRANT (INC. CONNECTION)		EA.	$ 5,400.00	$ -
AIR RELEASE / BLOW-OFF (EXCLUDES AC REMOVAL AND REPLACEMENT)				
AIR RELEASE VALVE (INC. CONNECTION)	1	EA.	$ 4,600.00	$ 4,600.00
BLOW-OFF VALVE (INC. CONNECTION)	2	EA.	$ 4,500.00	$ 9,000.00
BACKFLOW ($1000/IN)				
RP 2" AND SMALLER		EA.	$ 3,000.00	$ -
DDC ABOVE GROUND (UP TO 6" DIAMETER)		EA.	$ 7,000.00	$ -
GATE VALVE				
6"		EA.	$ 550.00	$ -
8"	4	EA.	$ 850.00	$ 3,400.00
10"		EA.	$ 1,250.00	$ -
12"		EA.	$ 1,375.00	$ -
16"		EA.	$ 3,425.00	$ -
HOT TAP				
HOT TAP WITH VALVE		EA.	$ 1,750.00	$ -
CONNECTION TO EXISTING 8" MAIN		EA.	$ 3,750.00	$ -

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate Form
Recycled Water Improvements

CONNECTION TO EXISTING 12" MAIN		EA.	$ 4,100.00	$ -
INSTALL TEE	1	EA.	$ 300.00	$ 300.00
REMOVE EXISTING BLIND FLANGE	2	L.S.	$ 475.00	$ 950.00
CONCRETE THRUST BLOCK		EA.	$ 585.00	$ -
OTHER				
RELOCATE EX. AIR VAC AND BLOW OFF ASSEMLY	2	EA.	$ 3,500.00	$ 7,000.00
INSTALL REDUCER	3	EA.	$ 1,000.00	$ 3,000.00
INSTALL 16" BUTTERFLY VALVE	7	EA.	$ 10,300.00	$ 72,100.00
CONNECTION TO EXISTING 16" MAIN	2	EA.	$ 4,500.00	$ 9,000.00
ABANDON EX. 16" RECYCLED WATER MAIN	1397	L.F.	$ 50.00	$ 69,850.00
REMOVE EX. 16" RECYCLED WATER MAIN	66	L.F.	$ 100.00	$ 6,600.00
ABANDON EX. 12" RECYCLED WATER MAIN	82	L.F.	$ 50.00	$ 4,100.00
				$ -
				$ -
				$ -
RECYCLED WATER IMPROVEMENTS SUB-TOTAL				**$ 591,675.00**
10% CONTINGENCY				$ 59,167.50
TRAFFIC CONTROL	1	L.S.	$ 17,898.17	$ 17,898.17
MOBILIZATION, SWPPP, EROSION CONTROL	1	L.S.	$ 26,033.70	$ 26,033.70
RECYCLED WATER IMPROVEMENTS TOTAL				**$ 694,774.37**

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate Form
Sanitary Sewer Improvements

Date	8/19/2025
Project Number	PC23-106, TM-20472
Plancheck Number	6
Location	SubArea 29, PA-30 & PA-31
Computed By	Amanda Coppola
Contact Phone	(760) 715-7586
Contact Email	acoppola@hunsaker.com

CONSTRUCTION ITEM DESCRIPTION	QTY	UNIT	COST	TOTAL
SEWER MAIN (VCP ONLY)				
8" & SMALLER IN EASEMENT AREA ONLY		L.F.	$ 40.00	$ -
(NOT IN PAVED STREET)				
10" IN EASEMENT AREA ONLY		L.F.	$ 60.00	$ -
(NOT IN PAVED STREET)				
12" & LARGER IN EASEMENT AREA ONLY		L.F.	$ 63.00	$ -
(NOT IN PAVED STREET)				
8" INC. EXC., BACKFILL & PVMT RESTORATION	5671	L.F.	$ 70.00	$ 396,970.00
10" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 75.00	$ -
12" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 80.00	$ -
15" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 90.00	$ -
18" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 95.00	$ -
21" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 105.00	$ -
24" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 115.00	$ -
MANHOLE				
MANHOLE	52	EA.	$ 4,050.00	$ 210,600.00
DROP MANHOLE		EA.	$ 4,100.00	$ -
VAULT		EA.	$ 3,500.00	$ -
MONITORING FACILITY / NON TRAFFIC AREA		EA.	$ 1,750.00	$ -
MONITORING MANHOLE		EA.	$ 4,100.00	$ -
CLEANOUT	138	EA.	$ 1,750.00	$ 241,500.00
REMOVE/ABANDON EXISTING MANHOLE	3	EA.	$ 1,200.00	$ 3,600.00
REMOVE EXISTING SEWER				
UP TO 12" DIAMETER	10	L.F.	$ 55.00	$ 550.00
GREATER THAN 12" DIAMETER		L.F.	$ 70.00	$ -
LATERAL				
4" HOUSE CONNECTION TO SEWER MAIN IN STREET		L.S.	$ 2,925.00	$ -
6" & SMALLER VCP SEWER LATERAL / EASEMENT		L.F.	$ 42.00	$ -
6" & SMALLER VCP SEWER LATERAL / PAVED STREET	3222	L.F.	$ 70.00	$ 225,540.00
SEWER CHIMNEY		EA.	$ 1,170.00	$ -
SEWER SADDLE		EA.	$ 1,170.00	$ -
WYE 4" x 8" TYPICAL		EA.	$ 115.00	$ -
OIL/GREASE INTERCEPTOR NOT IN STREET		EA.	$ 1,750.00	$ -

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate Form
Sanitary Sewer Improvements

OTHER				
CONCRETE ENCASEMENT 8" MAIN	9	EA.	$ 1,000.00	$ 9,000.00
JOIN EX. 48" SEWER MH	1	EA.	$ 1,500.00	$ 1,500.00
ABANDON EX. 8" SEWER MAIN	110	L.F.	$ 50.00	$ 5,500.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
SANITARY SEWER IMPROVEMENTS SUB-TOTAL				**$1,094,760.00**
10% CONTINGENCY				$109,476.00
TRAFFIC CONTROL	1	L.S.	$ 33,116.49	$ 33,116.49
MOBILIZATION, SWPPP, EROSION CONTROL	1	L.S.	$ 48,169.44	$ 48,169.44
SANITARY SEWER IMPROVEMENTS TOTAL				**$1,285,521.93**

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate Form
Storm Drain Improvements

Date	8/19/2025
Project Number	PC23-106, TM-20472
Plancheck Number	6
Location	SubArea 29, PA-30 & PA-31
Computed By	Amanda Coppola
Contact Phone	(760) 715-7586
Contact Email	acoppola@hunsaker.com

CONSTRUCTION ITEM DESCRIPTION	QTY	UNIT	COST	TOTAL
RCP STORM DRAIN				
RCP SIZE X $3.25 / INCH OF I.D. UP TO 60" DIAMETER				
18" INC. EXC., BACKFILL & PVMT RESTORATION	1015	L.F.	$ 58.50	$ 59,377.50
24" INC. EXC., BACKFILL & PVMT RESTORATION	701	L.F.	$ 78.00	$ 54,678.00
30" INC. EXC., BACKFILL & PVMT RESTORATION	2385	L.F.	$ 97.50	$ 232,537.50
36" INC. EXC., BACKFILL & PVMT RESTORATION	380	L.F.	$ 117.00	$ 44,460.00
66" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 260.00	$ -
72" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 290.00	$ -
78" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 305.00	$ -
84" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 330.00	$ -
90" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 350.00	$ -
96" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 365.00	$ -
102" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 470.00	$ -
108" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 480.00	$ -
LATERAL				
18" RCP OR SMALLER		L.F.	$ 45.00	$ -
INC. EXC., BACKFILL & PVMT RESTORATION				
MANHOLE	31	EA.	$ 4,500.00	$ 139,500.00
CATCH BASIN				
CATCH BASIN LESS THAN 7' IN WIDE		L.F.	$ 409.50	$ -
7' WIDE - CB WITH SCREEN INLET	18	E.A.	$ 3,900.00	$ 70,200.00
10' WIDE- CB WITH SCREEN INLET	5	E.A.	$ 4,200.00	$ 21,000.00
14' WIDE - CB WITH SCREEN INLET		E.A.	$ 4,700.00	$ -
21' WIDE - CB WITH SCREEN INLET		E.A.	$ 4,900.00	$ -
LOCAL DEPRESSION FOR UP TO 10' WIDE CB	23	L.S.	$ 585.00	$ 13,455.00
LOCAL DEPRESSION FOR > 10' WIDE CB		L.S.	$ 1,200.00	$ -
REINFORCED CONCRETE BOX				
INC. EXC., BACKFILL & PVMT RESTORATION				
4' X 6' RCB		L.F.	$ 400.00	$ -
7' X 6' RCB		L.F.	$ 470.00	$ -
7' X 8.5' RCB		L.F.	$ 560.00	$ -
7' X 9.5' RCB		L.F.	$ 575.00	$ -
8' X 11' RCB		L.F.	$ 585.00	$ -
8' X 13' RCB		L.F.	$ 600.00	$ -

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate Form
Storm Drain Improvements

9' X 9' RCB		L.F.	$	610.00	$	-
9' X 12' RCB		L.F.	$	650.00	$	-
OUTLET STRUCTURE		EA.	$	700.00	$	-
INLET STRUCTURE		EA.	$	700.00	$	-
TRANSITION STRUCTURE	1	EA.	$	1,700.00	$	1,700.00
OTHER						
JUNCTION STRUCTURE	11	EA.	$	6,500.00	$	71,500.00
JOIN EX. STORM DRAIN	3	EA.	$	750.00	$	2,250.00
REMOVE EXISTING RCP PIPE	160	L.F.	$	80.00	$	12,800.00
CONSTRUCT BRICK AND MORTAR PLUG	21	EA.	$	1,000.00	$	21,000.00
					$	-
					$	-
					$	-
					$	-
					$	-
					$	-
STORM DRAIN IMPROVEMENTS SUB-TOTAL					**$**	**744,458.00**
10% CONTINGENCY					$	74,445.80
TRAFFIC CONTROL	1	L.S.	$	22,519.85	$	22,519.85
MOBILIZATION, SWPPP, EROSION CONTROL	1	L.S.	$	32,756.15	$	32,756.15
STORM DRAIN IMPROVEMENTS TOTAL						**$874,179.81**

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Project Cost Estimate
Tract 20472 - OffSite Imrpovements

Date	8/4/2025
Project Number	PC23-106, TM-20472
Plancheck Number	7
Location	SubArea 29, PA-30 & PA-31
Computed By	Amanda Coppola
Contact Phone	(949) 458-5469
Contact Email	acoppola@hunsaker.com

Attached Project Cost Estimate prepared by (or under the direction of)

Signature of Registered Civil Engineer

85533
RCE No.

9/30/2026
Exp. Date:

REGISTERED PROFESSIONAL ENGINEER
AMANDA KATHLEEN COPPOLA
NO. 85533
CIVIL
STATE OF CALIFORNIA

Civil Engineer Stamp

ACCEPTED
09/09/2025
BY
CITY OF ONTARIO
ENGINEERING DEPARTMENT
Approved for bonding purposes

Approved By: _____
Date: _____

CITY OF ONTARIO

ENGINEERING DEPARTMENT

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

Date	8/4/2025
Project Number	PC23-106, TM-20472
Plancheck Number	7
Location	SubArea 29, PA-30 & PA-31
Computed By	Amanda Coppola
Contact Phone	(949) 458-5469
Contact Email	acoppola@hunsaker.com

A.	STREET (Excludes Fiber Optic, Landscape, Utility Poles)	Sub-Total	$ 2,358,171.38
B.	POTABLE WATER	Sub-Total	$ -
C.	RECYCLED WATER	Sub-Total	$ -
D.	SANITARY SEWER	Sub-Total	$ -
E.	STORM DRAIN	Sub-Total	$ 103,036.91
F.	FIBER OPTIC	Sub-Total	$ 94,850.04

TOTAL ESTIMATED CONSTRUCTION COST (Excludes Landscape, Utility Poles)	$ 2,556,058.34
CONSTRUCTION INSPECTION FEE (Excludes Landscape, Utility Poles)	$ 108,540.87 $164 Base Fee
SECURITY DEPOSIT Check box if posting Refundable Cash Deposit ☐ See Page 4 for posting of Security Bonds	$ 2,556,058.34 $500 Min
PERMIT FEE	$ 116.00
TRAFFIC CONTROL PERMIT FEE	$ 103.00
ENCROACHMENT PERMIT FEE TOTAL	$ 108,759.87

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Summary of Estimated Construction Cost in Public Right-Of-Way
For Plan Check Fee Calculation

Date	8/4/2025
Project Number	PC23-106, TM-20472
Plancheck Number	7
Location	SubArea 29, PA-30 & PA-31
Computed By	Amanda Coppola
Contact Phone	(949) 458-5469
Contact Email	acoppola@hunsaker.com

A.	STREET (Excludes Fiber Optic, Landscape, Utility Poles)	Sub-Total	$ 2,358,171.38
B.	POTABLE WATER	Sub-Total	$ -
C.	RECYCLED WATER	Sub-Total	$ -
D.	SANITARY SEWER	Sub-Total	$ -
E.	STORM DRAIN	Sub-Total	$ 103,036.91
F.	FIBER OPTIC	Sub-Total	$ 94,850.04
G.	LANDSCAPE	Sub-Total	$ 424,255.35
	TOTAL ESTIMATED CONSTRUCTION COST (Excludes Utility Poles)		$ 2,980,313.69
	PLAN CHECK FEE TOTAL		$ 107,887.36

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Summary of Estimated Construction Cost in Public Right-Of-Way
For Security Bond Amount
(Subdivision Maps Only)

Date	8/4/2025
Project Number	PC23-106, TM-20472
Plancheck Number	7
Location	SubArea 29, PA-30 & PA-31
Computed By	Amanda Coppola
Contact Phone	(949) 458-5469
Contact Email	acoppola@hunsaker.com

A.	STREET	Sub-Total	$ 3,063,707.75
B.	POTABLE WATER	Sub-Total	$ -
C.	RECYCLED WATER	Sub-Total	$ -
D.	SANITARY SEWER	Sub-Total	$ -
E.	STORM DRAIN	Sub-Total	$ 103,036.91

TOTAL ESTIMATED CONSTRUCTION COST	$ 3,166,744.67
CONTINGENCY FOR UNSIGNED PLANS (10%) Check box if plans are unsigned ☐	$ 316,674.47
TOTAL SECURITY BOND AMOUNT	$ 3,166,744.67

SECURITY BOND AMOUNTS

Performance Bond (100% of Total Estimated Construction Cost)	$ 3,166,744.67
Labor and Material Bond (100% of Total Estimated Construction Cost)	$ 3,166,744.67
Maintenance Bond * (10% of Performance Bond)	$ 316,674.47
Monumentation Cash Deposit ** No. of Monuments to set:	$ 1,000.00

* To be provided prior to release of Performance Bond

** To be provided if monumentation is not complete by the time of Final Map approval

ENGINEERING DEPARTMENT

Summary of Total Length of Utility Mains in Public Right-Of-Way
Provided to Fiscal Services Department

Date	8/4/2025
Project Number	PC23-106, TM-20472
Plancheck Number	7
Location	SubArea 29, PA-30 & PA-31
Computed By	Amanda Coppola
Contact Phone	(949) 458-5469
Contact Email	acoppola@hunsaker.com

		Total Length (LF)
B.	POTABLE WATER MAIN	
C.	RECYCLED WATER MAIN	
D.	SANITARY SEWER MAIN	
E.	STORM DRAIN MAIN	**478**
F.	FIBER OPTIC CONDUIT	**1795**

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate Form
Street Improvements

Date	8/4/2025
Project Number	PC23-106, TM-20472
Plancheck Number	7
Location	SubArea 29, PA-30 & PA-31
Computed By	Amanda Coppola
Contact Phone	(949) 458-5469
Contact Email	acoppola@hunsaker.com

CONSTRUCTION ITEM DESCRIPTION	QTY	UNIT	COST	TOTAL
ASPHALT CONCRETE (AC) ($0.39/IN/S.F. AC & $0.19/IN/S.F. CAB)				
AC BASE PAVE (MINIMUM 4") THICKNESS: 8"	118966	S.F.	$ 3.12	$ 371,173.92
CRUSHED AGREGGATE BASE THICKNESS: 10"	118966	S.F.	$ 1.90	$ 226,035.40
AC PAVEMENT		TON	$ 65.00	$ -
AC BERM		L.F.	$ 13.00	$ -
2" GRIND	90684	S.F.	$ 0.40	$ 36,273.60
SAWCUT	1531	L.F.	$ 3.50	$ 5,358.50
IMPORT FILL (INCLUDING COMPACTION)		C.Y.	$ 25.00	$ -
PREPARATION OF SUBGRADE		S.F.	$ 0.50	$ -
AC PAVEMENT REMOVAL	63569	S.F.	$ 3.50	$ 222,491.50
SLURRY SEAL (RPM TYPE II)		S.F.	$ 0.17	$ -
TRENCH BACKFILL AND COMPACTION		S.F.	$ 3.50	$ -
PORTLAND CEMENT CONCRETE (PCC)				
CURB & GUTTER	3587	L.F.	$ 15.00	$ 53,805.00
CURB ONLY	2260	L.F.	$ 12.00	$ 27,120.00
CROSS GUTTER/SPANDREL	1454	S.F.	$ 7.00	$ 10,178.00
SIDEWALK	19851	S.F.	$ 4.75	$ 94,292.25
WHEELCHAIR RAMP	13	EA.	$ 2,200.00	$ 28,600.00
TRAFFIC ISLAND		S.F.	$ 9.50	$ -
CONCRETE PAVEMENT (PCC - REINFORCED, UP TO 10" THICKNESS)	3152	S.F.	$ 7.80	$ 24,585.60
DRIVE APPROACHES				
RESIDENTIAL	748	S.F.	$ 6.50	$ 4,862.00
COMMERCIAL		S.F.	$ 8.50	$ -
REMOVAL				
REMOVAL OF CONCRETE		S.F.	$ 3.50	$ -
REMOVAL OF BERM, A.C. OR P.C.C.	980	L.F.	$ 6.50	$ 6,370.00
ADJUSTMENT TO GRADE				
MANHOLE	17	EA.	$ 600.00	$ 10,200.00
WATER VALVE	51	EA.	$ 325.00	$ 16,575.00
CLEANOUT		EA.	$ 265.00	$ -
DRAINAGE				
PARKWAY DRAIN		EA.	$ 1,800.00	$ -

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate Form
Street Improvements

SIGNS				
REFLECTOR SIGN AND POST	16	EA.	$ 175.00	$ 2,800.00
STREET NAME SIGN	25	EA.	$ 475.00	$ 11,875.00
TRAFFIC SIGN AND POST		EA.	$ 300.00	$ -
LIGHTING				
STREET LIGHT				
- 70, 100 WATT (INCLUDING CONDUIT & PULL BOXES)	11	EA.	$ 6,200.00	$ 68,200.00
- 150, 250 WATT (INCLUDING CONDUIT & PULL BOXES)		EA.	$ 6,500.00	$ -
STREET LIGHT SERVICE PEDESTAL		EA.	$ 4,100.00	$ -
STREET LIGHT SERVICE DUAL PEDESTAL	1	EA.	$ 5,900.00	$ 5,900.00
STRIPING				
SIGNING & STRIPING LOCAL STREET		L.F.	$ 4.50	$ -
SIGNING & STRIPING COLLECTOR STREET		L.F.	$ 8.75	$ -
SIGNING & STRIPING ARTERIAL STREET	5150	L.F.	$ 12.75	$ 65,662.50
PAINTED LEGEND		EA.	$ 80.00	$ -
THERMOPLASTIC LEGEND	24	EA.	$ 165.00	$ 3,960.00
TRAFFIC SIGNALS				$ -
NEW TRAFFIC SIGNAL	1	EA.	$ 355,600.00	$ 355,600.00
MODIFY EXISTING SIGNAL (STREET WIDENING, PER CORNER)		EA.	$ 88,900.00	$ -
REMOVE EXISTING SIGNAL		EA.	$ 25,000.00	$ -
REPLACE/RESTORE T.S. DETECTION LOOP		EA.	$ 425.00	$ -
TRAFFIC SIGNAL INTERCONNECT CONDUIT		L.F.	$ 17.00	$ -
TRAFFIC SIGNAL INTERCONNECT CONDUIT & CABLE		L.F.	$ 20.00	$ -
ADD LEFT TURN PHASING		L.S.	$ 30,000.00	$ -
ADD LEFT TURN PHASING		L.S.	$ 30,000.00	$ -
LANDSCAPE				$ -
PARKWAY TREE WITH IRRIGATION	90	EA.	$ 525.00	$ 47,250.00
PARKWAY LANDSCAPING	18586	S.F.	$ 6.00	$ 111,516.00
(INCLUDING IRRIGATION FACILITIES)				$ -
NEIGHBORHOOD EDGE AND/OR MEDIAN LANDSCAPING	44729	S.F.	$ 6.00	$ 268,374.00
(INCLUDING IRRIGATION FACILITIES)				$ -
NEIGHBORHOOD EDGE AND/OR MEDIAN TREE	177	EA.	$ 525.00	$ 92,925.00
(INCLUDING IRRIGATION FACILITIES)				$ -
UTILITY POLES				$ -
RELOCATION OF POLE		EA.	$ 18,000.00	$ -
UNDERGROUNDING OF POWER LINES		L.F.	$ 350.00	$ -
UNDERGROUNDING OF COMMUNICATION LINES		L.F.	$ 90.00	$ -
				$ -
FIBER OPTIC				$ -
CONDUIT PLACEMENT TRENCH/BORE (INCLUDES HANDHOLES)	1795	L.F.	$ 45.00	$ 80,775.00
(ARTERIAL/COLLECTOR STREETS - MAIN BACKBONE)				$ -
IN-TRACT LOCAL STREETS				$ -
FIBER CONDUIT PLACEMENT		L.F.	$ 5.70	$ -

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate Form
Street Improvements

FIBER TRENCH		L.F.	$ 6.50	$ -
HANDHOLE - FLOWER POT (FP)		EA.	$ 125.00	$ -
HANDHOLE - HH-3		EA.	$ 250.00	$ -
HANDHOLE - HH-4		EA.	$ 375.00	$ -
				$ -
DRY UTILITY TRENCHING				$ -
BORE - AC PAVEMENT		L.F.	$ 20.00	$ -
BORE - PARKWAY		L.F.	$ 10.00	$ -
MICRO TRENCHING		L.F.	$ 8.15	$ -
DRY UTILITY TRENCH - AC PAVEMENT		L.F.	$ 56.00	$ -
DRY UTILITY TRENCH - PARKWAY		L.F.	$ 8.00	$ -
OTHER				
7" AC PAVEMENT OVER 8" CAB	40,059	S.F.	$ 4.25	$ 170,250.75
CONSTRUCT DG BIKE TRAIL	7689	S.F.	$ 3.60	$ 27,680.40
INSTALL REDWOOD HEADER	929	L.F.	$ 13.20	$ 12,262.80
CONCRETE CORNER CUT-OFF	6765	S.F.	$ 21.60	$ 146,124.00
STREET IMPROVEMENTS SUB-TOTAL				**$ 2,609,076.22**
10% CONTINGENCY				$ 260,907.62
TRAFFIC CONTROL	1	L.S.	$ 78,924.56	$ 78,924.56
MOBILIZATION, SWPPP, EROSION CONTROL	1	L.S.	$ 114,799.35	$ 114,799.35
STREET IMPROVEMENTS TOTAL				**$ 3,063,707.75**

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate Form
Potable Water Improvements

Date	8/4/2025
Project Number	PC23-106, TM-20472
Plancheck Number	7
Location	SubArea 29, PA-30 & PA-31
Computed By	Amanda Coppola
Contact Phone	(949) 458-5469
Contact Email	acoppola@hunsaker.com

CONSTRUCTION ITEM DESCRIPTION	QTY	UNIT	COST	TOTAL
WATER / FIRE MAIN				
6" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$ 30.00	$ -
8" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$ 40.00	$ -
10" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$ 45.00	$ -
8" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 90.00	$ -
10" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 95.00	$ -
12" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 105.00	$ -
16" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 115.00	$ -
WATER SERVICE (EXCLUDES AC REMOVAL AND REPLACEMENT)				
1" WATER SERVICE WITH METER BOX		EA.	$ 1,000.00	$ -
2" WATER SERVICE WITH METER BOX		EA.	$ 2,200.00	$ -
FIRE HYDRANT (EXCLUDES AC REMOVAL AND REPLACEMENT)				
BREAK-OFF TYPE FIRE HYDRANT (INC. CONNECTION)		EA.	$ 5,400.00	$ -
AIR RELEASE / BLOW-OFF				
(EXCLUDES AC REMOVAL AND REPLACEMENT)				
AIR RELEASE VALVE (INC. CONNECTION)		EA.	$ 4,600.00	$ -
BLOW-OFF VALVE (INC. CONNECTION)		EA.	$ 4,500.00	$ -
BACKFLOW ($1000/IN)				
RP 2" AND SMALLER		EA.	$ 3,000.00	$ -
DDC ABOVE GROUND (UP TO 6" DIAMETER)		EA.	$ 7,000.00	$ -
GATE VALVE				
6"		EA.	$ 550.00	$ -
8"		EA.	$ 850.00	$ -
10"		EA.	$ 1,250.00	$ -
12"		EA.	$ 1,375.00	$ -
16"		EA.	$ 3,425.00	$ -
HOT TAP				
HOT TAP WITH VALVE		EA.	$ 1,750.00	$ -
CONNECTION TO EXISTING 6" MAIN		EA.	$ 3,500.00	$ -
CONNECTION TO EXISTING 8" MAIN		EA.	$ 3,750.00	$ -
CONNECTION TO EXISTING 12" MAIN		EA.	$ 4,100.00	$ -
INSTALL TEE		EA.	$ 300.00	$ -

ENGINEERING DEPARTMENT

Construction Cost Estimate Form
Potable Water Improvements

REMOVE EXISTING BLIND FLANGE		EA.	$ 475.00	$ -
CONCRETE THRUST BLOCK		EA.	$ 585.00	$ -
OTHER				
				$ -
				$ -
				$ -
				$ -
POTABLE WATER IMPROVEMENTS SUB-TOTAL				**$ -**
10% CONTINGENCY				$ -
TRAFFIC CONTROL	1	L.S.	$ -	$ -
MOBILIZATION, SWPPP, EROSION CONTROL	1	L.S.	$ -	$ -
POTABLE WATER IMPROVEMENTS TOTAL				**$ -**

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate Form
Recycled Water Improvements

Date	8/4/2025
Project Number	PC23-106, TM-20472
Plancheck Number	7
Location	SubArea 29, PA-30 & PA-31
Computed By	Amanda Coppola
Contact Phone	(949) 458-5469
Contact Email	acoppola@hunsaker.com

CONSTRUCTION ITEM DESCRIPTION	QTY	UNIT	COST	TOTAL
WATER / FIRE MAIN				
6" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$ 30.00	$ -
8" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$ 40.00	$ -
10" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$ 45.00	$ -
8" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 90.00	$ -
10" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 95.00	$ -
12" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 105.00	$ -
16" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 115.00	$ -
WATER SERVICE (EXCLUDES AC REMOVAL AND REPLACEMENT)				
1" WATER SERVICE WITH METER BOX		EA.	$ 1,000.00	$ -
2" WATER SERVICE WITH METER BOX		EA.	$ 2,200.00	$ -
FIRE HYDRANT (EXCLUDES AC REMOVAL AND REPLACEMENT)				
BREAK-OFF TYPE FIRE HYDRANT (INC. CONNECTION)		EA.	$ 5,400.00	$ -
AIR RELEASE / BLOW-OFF (EXCLUDES AC REMOVAL AND REPLACEMENT)				
AIR RELEASE VALVE (INC. CONNECTION)		EA.	$ 4,600.00	$ -
BLOW-OFF VALVE (INC. CONNECTION)		EA.	$ 4,500.00	$ -
BACKFLOW ($1000/IN)				
RP 2" AND SMALLER		EA.	$ 3,000.00	$ -
DDC ABOVE GROUND (UP TO 6" DIAMETER)		EA.	$ 7,000.00	$ -
GATE VALVE				
6"		EA.	$ 550.00	$ -
8"		EA.	$ 850.00	$ -
10"		EA.	$ 1,250.00	$ -
12"		EA.	$ 1,375.00	$ -
16"		EA.	$ 3,425.00	$ -
HOT TAP				
HOT TAP WITH VALVE		EA.	$ 1,750.00	$ -
CONNECTION TO EXISTING 8" MAIN		EA.	$ 3,750.00	$ -
CONNECTION TO EXISTING 12" MAIN		EA.	$ 4,100.00	$ -
INSTALL TEE		EA.	$ 300.00	$ -
REMOVE EXISTING BLIND FLANGE		L.S.	$ 475.00	$ -

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate Form
Recycled Water Improvements

CONCRETE THRUST BLOCK		EA.	$ 585.00	$ -
OTHER				
				$ -
				$ -
				$ -
				$ -
			RECYCLED WATER IMPROVEMENTS SUB-TOTAL	**$ -**
			10% CONTINGENCY	$ -
TRAFFIC CONTROL	1	L.S.	$ -	$ -
MOBILIZATION, SWPPP, EROSION CONTROL	1	L.S.	$ -	$ -
			RECYCLED WATER IMPROVEMENTS TOTAL	**$ -**

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate Form
Sanitary Sewer Improvements

Date	8/4/2025
Project Number	PC23-106, TM-20472
Plancheck Number	7
Location	SubArea 29, PA-30 & PA-31
Computed By	Amanda Coppola
Contact Phone	(949) 458-5469
Contact Email	acoppola@hunsaker.com

CONSTRUCTION ITEM DESCRIPTION	QTY	UNIT	COST	TOTAL
SEWER MAIN (VCP ONLY)				
8" & SMALLER IN EASEMENT AREA ONLY		L.F.	$ 40.00	$ -
(NOT IN PAVED STREET)				
10" IN EASEMENT AREA ONLY		L.F.	$ 60.00	$ -
(NOT IN PAVED STREET)				
12" & LARGER IN EASEMENT AREA ONLY		L.F.	$ 63.00	$ -
(NOT IN PAVED STREET)				
8" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 70.00	$ -
10" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 75.00	$ -
12" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 80.00	$ -
15" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 90.00	$ -
18" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 95.00	$ -
21" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 105.00	$ -
24" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 115.00	$ -
MANHOLE				
MANHOLE		EA.	$ 4,050.00	$ -
DROP MANHOLE		EA.	$ 4,100.00	$ -
VAULT		EA.	$ 3,500.00	$ -
MONITORING FACILITY / NON TRAFFIC AREA		EA.	$ 1,750.00	$ -
MONITORING MANHOLE		EA.	$ 4,100.00	$ -
CLEANOUT		EA.	$ 1,750.00	$ -
REMOVE/ABANDON EXISTING MANHOLE		EA.	$ 1,200.00	$ -
REMOVE EXISTING SEWER				
UP TO 12" DIAMETER		L.F.	$ 55.00	$ -
GREATER THAN 12" DIAMETER		L.F.	$ 70.00	$ -
LATERAL				
4" HOUSE CONNECTION TO SEWER MAIN IN STREET		L.S.	$ 2,925.00	$ -
6" & SMALLER VCP SEWER LATERAL / EASEMENT		L.F.	$ 42.00	$ -
6" & SMALLER VCP SEWER LATERAL / PAVED STREET		L.F.	$ 70.00	$ -
SEWER CHIMNEY		EA.	$ 1,170.00	$ -
SEWER SADDLE		EA.	$ 1,170.00	$ -
WYE 4" x 8" TYPICAL		EA.	$ 115.00	$ -
OIL/GREASE INTERCEPTOR NOT IN STREET		EA.	$ 1,750.00	$ -

ENGINEERING DEPARTMENT

Construction Cost Estimate Form
Sanitary Sewer Improvements

OTHER				
				$ -
				$ -
				$ -
				$ -
SANITARY SEWER IMPROVEMENTS SUB-TOTAL				
10% CONTINGENCY				
TRAFFIC CONTROL	1	L.S.	$ -	$ -
MOBILIZATION, SWPPP, EROSION CONTROL	1	L.S.	$ -	$ -
SANITARY SEWER IMPROVEMENTS TOTAL				

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate Form
Storm Drain Improvements

Date	8/4/2025
Project Number	PC23-106, TM-20472
Plancheck Number	7
Location	SubArea 29, PA-30 & PA-31
Computed By	Amanda Coppola
Contact Phone	(949) 458-5469
Contact Email	acoppola@hunsaker.com

CONSTRUCTION ITEM DESCRIPTION	QTY	UNIT	COST	TOTAL
RCP STORM DRAIN				
RCP SIZE X $3.25 / INCH OF I.D. UP TO 60" DIAMETER				
18" INC. EXC., BACKFILL & PVMT RESTORATION	404	L.F.	$ 58.50	$ 23,634.00
36" INC. EXC., BACKFILL & PVMT RESTORATION	74	L.F.	$ 117.00	$ 8,658.00
INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ -	$ -
INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ -	$ -
66" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 260.00	$ -
72" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 290.00	$ -
78" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 305.00	$ -
84" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 330.00	$ -
90" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 350.00	$ -
96" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 365.00	$ -
102" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 470.00	$ -
108" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$ 480.00	$ -
LATERAL				
18" RCP OR SMALLER		L.F.	$ 45.00	$ -
INC. EXC., BACKFILL & PVMT RESTORATION				
MANHOLE	3	EA.	$ 4,500.00	$ 13,500.00
CATCH BASIN				
CATCH BASIN LESS THAN 7' IN WIDE		L.F.	$ 409.50	$ -
7' WIDE - CB WITH SCREEN INLET		E.A.	$ 3,900.00	$ -
10' WIDE- CB WITH SCREEN INLET	2	E.A.	$ 4,200.00	$ 8,400.00
14' WIDE - CB WITH SCREEN INLET	2	E.A.	$ 4,700.00	$ 9,400.00
21' WIDE - CB WITH SCREEN INLET		E.A.	$ 4,900.00	$ -
LOCAL DEPRESSION FOR UP TO 10' WIDE CB	3	L.S.	$ 585.00	$ 1,755.00
LOCAL DEPRESSION FOR > 10' WIDE CB	2	L.S.	$ 1,200.00	$ 2,400.00
REINFORCED CONCRETE BOX				
INC. EXC., BACKFILL & PVMT RESTORATION				
4' X 6' RCB		L.F.	$ 400.00	$ -
7' X 6' RCB		L.F.	$ 470.00	$ -
7' X 8.5' RCB		L.F.	$ 560.00	$ -
7' X 9.5' RCB		L.F.	$ 575.00	$ -
8' X 11' RCB		L.F.	$ 585.00	$ -
8' X 13' RCB		L.F.	$ 600.00	$ -

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate Form
Storm Drain Improvements

9' X 9' RCB		L.F.	$ 610.00	$ -
9' X 12' RCB		L.F.	$ 650.00	$ -
OUTLET STRUCTURE		EA.	$ 700.00	$ -
INLET STRUCTURE		EA.	$ 700.00	$ -
TRANSITION STRUCTURE		EA.	$ 1,700.00	$ -
OTHER				
JOIN EX. STORM DRAIN	6	EA.	$ 750.00	$ 4,500.00
CONSTRUCT CONCRETE COLLAR	5	EA.	$ 1,500.00	$ 7,500.00
INSTALL PLACARD	4	EA.	$ 500.00	$ 2,000.00
BRICK AND MORTAR BULKHEAD	6	EA.	$ 1,000.00	$ 6,000.00
STORM DRAIN IMPROVEMENTS SUB-TOTAL				**$ 87,747.00**
10% CONTINGENCY				$ 8,774.70
TRAFFIC CONTROL	1	L.S.	$ 2,654.35	$ 2,654.35
MOBILIZATION, SWPPP, EROSION CONTROL	1	L.S.	$ 3,860.87	$ 3,860.87
STORM DRAIN IMPROVEMENTS TOTAL				**$103,036.91**

EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

TRACT NO. 20472

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

FAITHFUL PERFORMANCE BOND: **$ 6,284,132.39**

Surety: Liberty Mutual Insurance Company
Attorney-in-fact: Heidi Bockus
Address: 633 W. 5th Street
Los Angeles, CA 90071

PAYMENT BOND: **$ 6,284,132.39**

Surety: Liberty Mutual Insurance Company
Attorney-in-fact: Heidi Bockus
Address: 633 W. 5th Street
Los Angeles, CA 90071

GUARANTEE AND WARRANTY SECURITY BOND: **$ 628,413.24**

To be posted upon completion of the Public Improvements by Developer and approval and acceptance by the City.

CASH MONUMENT SECURITY: **$ 59,900.00**

Amount deposited per Cash Receipt No. 373484
Date: October 10, 2025

[BONDS ATTACHED BEHIND THIS PAGE]

CITY OF ONTARIO

FAITHFUL PERFORMANCE BOND FOR SUBDIVISION IMPROVEMENT AGREEMENT

Bond No. 024284569

PROJECT: TRACT NO. 20472

WHEREAS, the conditions placed on the tentative/parcel map for Parcel/Tract No. 20472 require that the City of Ontario, a municipal corporation of the State of California (" CITY"), by its City Council, and KB Home Cal Management Service LLC (" PRINCIPAL") enter into an agreement (" Agreement") whereby the PRINCIPAL agrees to install and complete certain designated public improvements
(" Public Improvements"); and

WHEREAS, the PRINCIPAL is required under the terms of the Agreement to furnish a bond, in a form and from a surety acceptable to the CITY, for the faithful performance of the Agreement.

NOW, THEREFORE, PRINCIPAL and Liberty Mutual Insurance Company (" SURETY"), a corporation organized and existing under the laws of the State of Massachusetts, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto CITY in the sum of **Six-Million, One-Hundred and Four Thousand, Three-Hundred and Sixty-Six Dollars ($6,104,366)** said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if PRINCIPAL, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless CITY, its officers, employees, and agents, as stipulated in the Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

This bond is executed and filed to comply with Section 66499, *et seq.*, of the Government Code of California and the CITY's Municipal Code as security for performance of the Agreement and security for the one-year guarantee and warranty of the Public Improvements.

SURETY, by executing this bond, warrants and alleges that it has read the Agreement, or by signing this bond shall be deemed to have read the Agreement, and knows the contents and all provisions contained therein, and shall be bound by each and every term, condition, and provision contained therein.

IN WITNESS WHEREOF, this instrument has been duly executed by PRINCIPAL and SURETY above named, on May 1, 2025.

Liberty Mutual Insurance Cmpany
Name of Surety

KB Home Cal Management Service LLC
Principal

By:
Title: Scott Hansen, Vice President

and

Mailing Address of Surety

175 Berkeley Street
Boston, MA 02116

By:
Title:

Telephone No. of Surety (617) 357-9500

By:
Heidi Bockus, Attorney in Fact

RISK MANAGEMENT
DATE 10/2/25
SURETY APPROVED ONLY
INITIAL

POWER OF ATTORNEY REQUIRED. The Attorney-in-Fact (resident agent) who executes this bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond which it covers.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of Riverside

On MAY 0 2 2025, before me, Desiree A. Perez, Notary Public, personally appeared Scott Hansen, 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.

DESIREE A. PEREZ
Notary Public - California
Riverside County
Commission # 2398856
My Comm. Expires Mar 27, 2026

Desiree A. Perez

(SEAL)

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

STATE OF CALIFORNIA)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature:_____ (seal)

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

STATE OF ~~CALIFORNIA~~)
COUNTY OF WASHINGTON)

On May 1, 2025 before me, Krista M. Lee, Notary Public, personally appeared Heidi Bockus, 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: Krista M. Lee (seal)

KRISTA M. LEE
COMM. EXPIRES 12/01/2026
NOTARY PUBLIC
COMM. NO. 68180
STATE OF WASHINGTON

POWER OF ATTORNEY

Certificate No: 8204866

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Heidi Bockus

all of the city of Seattle, state of Washington each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of July, 2024.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 1st day of July, 2024, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of May, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CITY OF ONTARIO

LABOR & MATERIAL BOND FOR SUBDIVISION IMPROVEMENT AGREEMENT Bond No. 024284569

PROJECT: TRACT NO. 20472

WHEREAS, the conditions placed on the tentative/parcel map for Parcel/Tract No. 20472 require that the City of Ontario, a municipal corporation of the State of California ("CITY"), by its City Council, and KB Home Cal Management Service LLC (PRINCIPAL) enter into an agreement (Agreement) whereby the PRINCIPAL agrees to install and complete certain designated public improvements (Public Improvements); and

WHEREAS, under the terms of the Agreement, PRINCIPAL is required before entering upon the performance of the work, to file a good and sufficient payment bond with the CITY to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, PRINCIPAL and Liberty Mutual Insurance Company (SURETY), a corporation organized and existing under the laws of the State of Massachusetts, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto CITY and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the PRINCIPAL, the sum of **Six-Million, One-Hundred and Four Thousand, Three-Hundred and Sixty-Six Dollars ($6,104,366)** said sum being not less than 100% of the total cost of the Public Improvements under the terms of the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the PRINCIPAL, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Public Improvements, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said SURETY will pay the same in or to an amount not exceeding the sum specified herein.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney s

fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

This bond is executed and filed to comply with Section 66499, et seq., of the California Government Code and the City's Municipal Code as security for payment to contractors, subcontractors, and persons furnishing labor, materials, or equipment for construction of the Public Improvements or performance of the Agreement. It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with section 9000) of Part 6 of Division 4 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by PRINCIPAL and SURETY above named, on May 1, , 20 25 .

Liberty Mutual Insurance Company
Name of Surety

KB Home Cal Management Service LLC
Principal

By:
Title: Scott Hansen, Vice President

and

Mailing Address of Surety

175 Berkeley Street, Boston, MA 02116

By:
Title:

Telephone No. of Surety (617) 357-9500

By:
Heidi Bockus, Attorney in Fact

RISK MANAGEMENT
DATE 10/2/25
SURETY APPROVED ONLY
INITIAL

POWER OF ATTORNEY REQUIRED. The Attorney-in-Fact (resident agent) who executes this bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond which it covers.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of Riverside

On MAY 0 2 2025, before me, Desiree A. Perez, Notary Public, personally appeared Scott Hansen, 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.

DESIREE A. PEREZ
Notary Public - California
Riverside County
Commission # 2398856
My Comm. Expires Mar 27, 2026

Desiree A. Perez

(SEAL)

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

State of California
County of _____

On _____ 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.

[SEAL]

Signature_____

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~~ WASHINGTON)
COUNTY OF KING)

On May 1, 2025 before me, Krista M. Lee, Notary Public, personally appeared Heidi Bockus, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____ (seal)

KRISTA M. LEE
COMM. EXPIRES 12/01/2028
NOTARY PUBLIC
COMM. NO. 66160
STATE OF WASHINGTON

Liberty Mutual SURETY

POWER OF ATTORNEY

Certificate No: 8204866

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Heidi Bockus

all of the city of Seattle, state of Washington each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of July, 2024.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 1st day of July, 2024, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of May, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

SURETY RIDER

To be attached to and form a part of

Bond No. 024284569

dated effective May 1, 2025
(MONTH-DAY-YEAR)

executed by KB Home Cal Management Service LLC , as Principal,
(PRINCIPAL)

and by Liberty Mutual Insurance Company , as Surety,

in favor of City of Ontario
(OBLIGEE)

in consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing

The Bond Amount from:

Six Million One Hundred Four Thousand Three Hundred Sixty-six & 00/100 ($6,104,366.00)

To:

Six Million Two Hundred Eighty-four Thousand One Hundred Thirty-two & 39/100 ($6,284,132.39)

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider is effective September 26, 2025
(MONTH-DAY-YEAR)

Signed and Sealed September 26, 2025
(MONTH-DAY-YEAR)

KB Home Cal Management Service LLC
(PRINCIPAL)

By: _____
(PRINCIPAL)

Liberty Mutual Insurance Company
(SURETY)

By: _____
Brenda Wong, Attorney-in-Fact

S-0443/GEEF 10/99

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of Riverside

On September 30, 2025 before me, Judith Mireles, Notary Public, personally appeared Scott Hansen, 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.

JUDITH MIRELES
Notary Public - California
Riverside County
Commission # 2417491
My Comm. Expires Sep 22, 2026

Judith Mireles, Notary Public

(SEAL)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE§ 1189

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

State of California)
County of Los Angeles)

On 9/26/2025 (DATE) before me, Marie Claire Trinidad, Notary Public ([Name of Notary Public and Title "Notary Public"]),

personally appeared Brenda Wong ([Name(s) of Signer(s)]),

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.

MARIE CLAIRE TRINIDAD
COMM. #2497215
Notary Public - California
Orange County
My Comm. Expires Aug. 11, 2028
NRO1 NRO1

WITNESS my hand and official seal.

Signature of Notary Public, Marie Claire Trinidad

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Brenda Wong

- ☐ Corporate Officer – Title(s): _____
- ☐ Partner – ☐ Limited ☐ General
- ☐ Individual ☒ Attorney-in-Fact
- ☐ Trustee ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

- ☐ Corporate Officer – Title(s): _____
- ☐ Partner – ☐ Limited ☐ General
- ☐ Individual ☐ Attorney-in-Fact
- ☐ Trustee ☐ Guardian or Conservator
- ☐ Other: _____

Signer is Representing: _____

POWER OF ATTORNEY

Certificate No: 8204866

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brenda Wong

all of the city of Los Angeles, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of July, 2024.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 1st day of July, 2024, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of September, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

TRACT NO. 20472

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

FAITHFUL PERFORMANCE BOND: **$3,166,744.67**

Surety: Liberty Mutual Insurance Company
Attorney-in-fact: Heidi Bockus
Address: 633 W. 5th Street
Los Angeles, CA 90071

PAYMENT BOND: **$3,166,744.67**

Surety: Liberty Mutual Insurance Company
Attorney-in-fact: Heidi Bockus
Address: 633 W. 5th Street
Los Angeles, CA 90071

GUARANTEE AND WARRANTY SECURITY BOND: **$316,674.47**
To be posted upon completion of the Public Improvements by Developer and approval and acceptance by the City.

CASH MONUMENT SECURITY: **$1,000**
Amount deposited per Cash Receipt No. _____
Date: _____

[BONDS ATTACHED BEHIND THIS PAGE]

CITY OF ONTARIO

FAITHFUL PERFORMANCE BOND FOR SUBDIVISION IMPROVEMENT AGREEMENT

PROJECT: TRACT NO. 20472 Bond No. 024284570

WHEREAS, the conditions placed on the tentative/parcel map for Parcel/Tract No. 20472 require that the City of Ontario, a municipal corporation of the State of California ("CITY"), by its City Council, and KB Home Cal Management Service LLC (" PRINCIPAL") enter into an agreement (" Agreement") whereby the PRINCIPAL agrees to install and complete certain designated public improvements
(" Public Improvements"); and

WHEREAS, the PRINCIPAL is required under the terms of the Agreement to furnish a bond, in a form and from a surety acceptable to the CITY, for the faithful performance of the Agreement.

NOW, THEREFORE, PRINCIPAL and Liberty Mutual Insurance Company (" SURETY"), a corporation organized and existing under the laws of the State of Massachusetts, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto CITY in the sum of **Two-Million, Three-Hundred and Three-Thousand, Eight-Hundred and Fifty-Five Dollars ($2,303,855)** said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if PRINCIPAL, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless CITY, its officers, employees, and agents, as stipulated in the Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

This bond is executed and filed to comply with Section 66499, *et seq.*, of the Government Code of California and the CITY's Municipal Code as security for performance of the Agreement and security for the one-year guarantee and warranty of the Public Improvements.

SURETY, by executing this bond, warrants and alleges that it has read the Agreement, or by signing this bond shall be deemed to have read the Agreement, and knows the contents and all provisions contained therein, and shall be bound by each and every term, condition, and provision contained therein.

IN WITNESS WHEREOF, this instrument has been duly executed by PRINCIPAL and SURETY above named, on May 1, 2025.

Liberty Mutual Insurance Company
Name of Surety

KB Home Cal Management Service LLC
Principal

By: _____
Title: Scott Hansen, Vice President

and

_____

Mailing Address of Surety
175 Berkeley Street
Boston, MA 02116

By: _____
Title: _____

Telephone No. of Surety (617) 357-9500

By: _____
Heidi Bockus, Attorney in Fact

RISK MANAGEMENT
DATE
SURETY APPROVED ONLY
INITIAL 10/2/25

POWER OF ATTORNEY REQUIRED. The Attorney-in-Fact (resident agent) who executes this bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond which it covers.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of Riverside

On MAY 02 2025, before me, Desiree A. Perez, Notary Public, personally appeared Scott Hansen, 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.

DESIREE A. PEREZ
Notary Public - California
Riverside County
Commission # 2398856
My Comm. Expires Mar 27, 2026

Desiree A. Perez

(SEAL)

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

STATE OF CALIFORNIA)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature:_____ (seal)

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

STATE OF ~~CALIFORNIA~~ WASHINGTON)
COUNTY OF KING)

On May 1, 2025 before me, Krista M. Lee, Notary Public, personally appeared Heidi Bockus, 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: Krista M. Lee (seal)

KRISTA M. LEE
NOTARY PUBLIC
COMM. EXPIRES 12/01/2028
COMM. NO. 66186
STATE OF WASHINGTON

POWER OF ATTORNEY

Certificate No: 8204866

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Heidi Bockus

all of the city of Seattle, state of Washington each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of July, 2024.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 1st day of July, 2024, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of May, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CITY OF ONTARIO

LABOR & MATERIAL BOND FOR SUBDIVISION IMPROVEMENT AGREEMENT

Bond No. 024284570

PROJECT: TRACT NO. 20472

WHEREAS, the conditions placed on the tentative/parcel map for Parcel/Tract No. 20472 require that the City of Ontario, a municipal corporation of the State of California ("CITY"), by its City Council, and KB Home Cal Management Service LLC (PRINCIPAL) enter into an agreement (Agreement) whereby the PRINCIPAL agrees to install and complete certain designated public improvements (Public Improvements); and

WHEREAS, under the terms of the Agreement, PRINCIPAL is required before entering upon the performance of the work, to file a good and sufficient payment bond with the CITY to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, PRINCIPAL and Liberty Mutual Insurance Company (SURETY), a corporation organized and existing under the laws of the State of Massachusetts, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto CITY and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the PRINCIPAL, the sum of **Two-Million, Three-Hundred and Three-Thousand, Eight-Hundred and Fifty-Five Dollars ($2,303,855)** said sum being not less than 100% of the total cost of the Public Improvements under the terms of the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the PRINCIPAL, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Public Improvements, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said SURETY will pay the same in or to an amount not exceeding the sum specified herein.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney s

fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

This bond is executed and filed to comply with Section 66499, et seq., of the California Government Code and the City's Municipal Code as security for payment to contractors, subcontractors, and persons furnishing labor, materials, or equipment for construction of the Public Improvements or performance of the Agreement. It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with section 9000) of Part 6 of Division 4 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by PRINCIPAL and SURETY above named, on May 1, 2025.

Liberty Mutual Insurance Company
Name of Surety

KB Home Cal Management Service LLC
Principal

By:
Title: Scott Hansen, Vice President

and

Mailing Address of Surety (617) 357-9500
175 Berkeley Street
Boston, MA 02116

By:
Title:

Telephone No. of Surety

By:
Heidi Bockus, Attorney in Fact

RISK MANAGEMENT
DATE 10/2/25
SURETY APPROVED ONLY
INITIAL

POWER OF ATTORNEY REQUIRED. The Attorney-in-Fact (resident agent) who executes this bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond which it covers.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of Riverside

On MAY 0 2 2025, before me, Desiree A. Perez, Notary Public, personally appeared Scott Hansen, 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.

DESIREE A. PEREZ
Notary Public - California
Riverside County
Commission # 2398856
My Comm. Expires Mar 27, 2026

Desiree A. Perez

(SEAL)

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

State of California
County of _____

On _____ 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.

[SEAL]

Signature_____

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~~ WASHINGTON)
COUNTY OF KING)

On May 1, 2025 before me, Krista M. Lee, Notary Public, personally appeared Heidi Bockus, 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: Krista M. Lee (seal)

KRISTA M. LEE
COMM. EXPIRES 12/01/2028
NOTARY PUBLIC
COMM. NO. 86188
STATE OF WASHINGTON

POWER OF ATTORNEY

Certificate No: 8204866

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Heidi Bockus

all of the city of Seattle, state of Washington each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of July, 2024.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 1st day of July, 2024, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of May, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

SURETY RIDER

To be attached to and form a part of

Bond No. 024284570

dated effective May 1, 2025
(MONTH-DAY-YEAR)

executed by KB Home Cal Management Service LLC , as Principal,
(PRINCIPAL)

and by Liberty Mutual Insurance Company , as Surety,

in favor of City of Ontario
(OBLIGEE)

in consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing

The Bond Amount from:

Two Million Three Hundred Three Thousand Eight Hundred Fifty-five & 00/100 ($2,303,855.00)

To:

Three Million One Hundred Sixty-six Thousand Seven Hundred Forty-four & 67/100 ($3,166,744.67)

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider is effective September 26, 2025
(MONTH-DAY-YEAR)

Signed and Sealed September 26, 2025
(MONTH-DAY-YEAR)

KB Home Cal Management Service LLC
(PRINCIPAL)

By:
(PRINCIPAL)

Liberty Mutual Insurance Company
(SURETY)

By:
Brenda Wong, Attorney-in-Fact

S-0443/GEEF 10/99

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of Riverside

On September 30, 2025 before me, Judith Mireles, Notary Public, personally appeared Scott Hansen, 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.

JUDITH MIRELES
Notary Public - California
Riverside County
Commission # 2417491
My Comm. Expires Sep 22, 2026

Judith Mireles, Notary Public

(SEAL)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE§ 1189

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

State of California)
County of Los Angeles)

On 9/26/2025 (DATE) before me, Marie Claire Trinidad, Notary Public ([Name of Notary Public and Title "Notary Public"]),

personally appeared Brenda Wong ([Name(s) of Signer(s)]),

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.

MARIE CLAIRE TRINIDAD
COMM. #2497215
Notary Public - California
Orange County
My Comm. Expires Aug. 11, 2028
NRO1 NRO1

WITNESS my hand and official seal.

Signature of Notary Public Marie Claire Trinidad

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Brenda Wong

- ☐ Corporate Officer – Title(s): _____
- ☐ Partner – ☐ Limited ☐ General
- ☐ Individual ☒ Attorney-in-Fact
- ☐ Trustee ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

- ☐ Corporate Officer – Title(s): _____
- ☐ Partner – ☐ Limited ☐ General
- ☐ Individual ☐ Attorney-in-Fact
- ☐ Trustee ☐ Guardian or Conservator
- ☐ Other: _____

Signer is Representing: _____

Liberty Mutual SURETY

POWER OF ATTORNEY

Certificate No: 8204866

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brenda Wong

all of the city of Los Angeles, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of July, 2024.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 1st day of July, 2024, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of September, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CITY OF ONTARIO *Agenda Report* **October 21, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Community Improvement Prepared By: Angel Hamilton Staff Member Presenting: Rudy Zeledon, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 7

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

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

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

FISCAL IMPACT: The levy of special assessments will result in the recovery of $96,425 in costs that the City has expended for inspection or abatement of property violations, as well as the collection of $236,010 associated with civil penalties and/or fines for continued violations, for a total of $332,435 related to 168 parcels. When received, these reimbursements will be deposited into the General Fund. The Fiscal Year 2025-26 Adopted Budget includes special assessment revenue in the General Fund for these types of levies.

BACKGROUND & ANALYSIS: The City has established administrative citations and fines for property maintenance violations and fees and penalties associated with the Systematic Health and Safety Inspection Program, Abandoned and Distressed Property Program, and the Weed and Refuse Abatement Program. These costs, fines, fees, and penalties are recovered through placement of special tax assessments upon the properties. The placement of special assessments and collection of revenue is done under Ordinance 3046, Property Appearance (Title 5, Chapter 22 of the Ontario Municipal Code); Chapter 9 of the Uniform Code for the Abatement of Dangerous Buildings; and Ordinance 2920 for civil penalties for continued violations of the Ontario Municipal Code and fines associated with administrative citations (Title 1, Chapters 2 and 5 of the Ontario Municipal Code).

The City and the County of San Bernardino currently have a contractual agreement regarding the implementation of special assessments; however, a Resolution authorizing the placement of the specific assessments is required. During this assessment cycle, the Community Improvement

Department has billed property owners for: the abatement of violations; the issuance of fines associated with administrative citation; the issuance of fees and penalties associated with the Systematic Health and Safety Inspection Program; the issuance of registration fees and civil penalties associated with the Abandoned and Distressed Property Program; the issuance of notice and re-inspection fees; and civil penalties for the Weed and Refuse Abatement Program on 326 parcels. Of these, there are remaining amounts due on 168 parcels.

Attached are itemized accounts that include: 1) costs associated with inspection or abatement as shown in Exhibit A of the Resolution; 2) civil penalties and/or fines for continued violations as shown in Exhibit B of the Resolution; and 3) total amounts per parcel as shown in Exhibit C of the Resolution. All affected property owners were given notice of the imposition of special assessments via certified mail as provided in Ontario Municipal Code Section 1-4.05(a) and have either not requested an appeal or have exhausted the appellate procedure in Ontario Municipal Code Section 1-4.05(b).

RESOLUTION NO. _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED, APPROVED, AND ADOPTED this 21st day of October 2025.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2025- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held October 21, 2025, 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. 2025- duly passed and adopted by the Ontario City Council at their regular meeting held October 21, 2025.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

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

Parcel Number	Address	Amount Due
0108-522-27	1483 E HAWTHORNE ST, Ontario, CA 91764	91.00
0108-573-04	1735 N CORONA AV, Ontario, CA 91764	4,280.00
0110-071-06	1381 E HOLT BL, Ontario, CA 91761	148.00
0110-071-07	1381 E HOLT BL, Ontario, CA 91761	148.00
0110-161-19	903 N CALAVERAS AV, Ontario, CA 91764	334.30
0110-202-46	1440 E FOURTH ST, Ontario, CA 91764	91.00
0110-241-57	1752 E G ST, Ontario, CA 91764	3,176.00
0110-311-51	853 N QVC WY, Ontario, CA 91764	91.00
0110-322-29	2545 E GUASTI RD, Ontario, CA 91761	148.00
0113-361-54	1401 S GROVE AV, Ontario, CA 91761	1,986.00
0209-422-69	1818 N VINEYARD AV, Unit:D, Ontario, CA 91764	155.80
0210-041-58	1434 N SAN DIEGO PL, Ontario, CA 91764	91.00
0210-192-21	2955 E GUASTI RD, Ontario, CA 91761	3,589.00
0210-192-22	2975 E GUASTI RD, Ontario, CA 91761	2,167.00
0210-193-14	3480 SHELBY ST E	148.00
0210-411-26	741 N CORVETTE DR, Unit:1, Ontario, CA 91764	184.00
0210-661-01	3410 E FOURTH ST, Building: , Unit: , Ontario, CA 91764	13,708.00
0216-013-04	2349 S WALKER AV, Ontario, CA 91761	1,965.00
0216-173-11	13180 S BAKER AV, Ontario, CA 91761	156.30
0216-391-27	2638 S WALKER AV, Ontario, CA 91761	91.00
0216-401-62	2550 VINEYARD AV S, Unit:B, Ontario, CA 91761	1,160.78
0216-401-63	2440 S VINEYARD AV, Building:4, Ontario, CA 91761	148.00
0218-272-01	3481 E SWEETBAY WY, Ontario, CA 91761	91.00
0218-272-02	3473 E SWEETBAY WY, Ontario, CA 91761	667.00
0218-372-68	3684 S HYCHE AV, Ontario, CA 91761	46.00
0218-444-37	3927 S TRINITAS WY, Ontario, CA 91761	217.00
0218-523-20	2464 E COLCHESTER ST, Ontario, CA 91761	91.00
0218-613-16	3193 E YELLOWSTONE DR, Ontario, CA 91762	91.00
0238-121-28	1495 S HUDSON AV, Ontario, CA 91761	91.00
0238-193-17	820 S WANAMAKER AV, Building:1, Ontario, CA 91761	981.00
0238-211-56	740 S ROCHESTER AV, Unit:A, Ontario, CA 91761	91.00
1008-513-16	1000 Fourth W, Ontario, CA 91762	91.00
1008-522-01	1000 Fourth W, Ontario, CA 91762	91.00
1008-572-24	1504 W FOURTH ST, Ontario, CA 91762	91.00
1010-182-03	743 N PALMETTO AV, Ontario, CA 91762	79.12
1010-191-20	1048 W H ST, Ontario, CA 91762	91.00
1010-191-30	1025 W I ST, Ontario, CA 91762	2,723.00
1010-191-45	1048 W H ST, Ontario, CA 91762	91.00
1010-461-11	511 N PALMETTO AV, Ontario, CA 91762	14,122.00
1010-511-18	945 W D ST, Ontario, CA 91762	46.00
1010-512-03	1053 W HOLLOWELL ST, Ontario, CA 91762	1,939.58

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

Parcel Number	Address	Amount Due
1010-521-36	1156 W STONERIDGE CT, Unit:A, Ontario, CA 91762	184.00
1010-522-02	1161 W STONERIDGE CT, Ontario, CA 91762	247.96
1010-522-07	1131 W STONERIDGE CT, Unit:1, Ontario, CA 91762	2,926.74
1011-141-31	905 W BROOKS ST, Ontario, CA 91762	91.00
1011-181-11	1128 W MISSION BL, Building:2, Unit:F, Ontario, CA 91762	91.00
1011-221-15	1530 W MISSION BL, Building:1, Ontario, CA 91762	91.00
1011-361-19	1411 W MISSION BL, Ontario, CA 91762	148.00
1011-361-23	0 W MISSION BL, Ontario, CA 91762	148.00
1011-402-82	1031 S PALMETTO AV, Building:M, Unit:2, Ontario, CA 91762	46.00
1011-562-09	1342 S BOULDER AV, Ontario, CA 91762	46.00
1014-173-17	1646 S CYPRESS AV, Ontario, CA 91762	811.00
1014-201-15	1602 S MOUNTAIN AV, Unit:B, Ontario, CA 91762	46.00
1014-201-24	1604 S MOUNTAIN AV, Unit:E, Ontario, CA 91762	46.00
1014-202-03	1135 W LOCUST ST, Ontario, CA 91762	91.00
1014-532-04	2004 S PALMETTO AV, Ontario, CA 91762	296.00
1015-201-46	2321 S MAGNOLIA AV, Building:8, Unit:A, Ontario, CA 91762	168.84
1047-143-01	1235 E EIGHTH ST, Ontario, CA 91764	148.00
1047-372-15	652 E BONNIE BRAE CT, Ontario, CA 91764	91.00
1047-441-12	1314 N VIRGINIA AV, Ontario, CA 91764	79.12
1047-473-39	1037 E FOURTH ST, Ontario, CA 91764	1,916.00
1047-521-06	639 E PRINCETON ST, Ontario, CA 91764	168.84
1047-521-62	565 E YALE ST, Ontario, CA 91764	1,089.50
1047-542-02	1106 N EUCLID AV, Ontario, CA 91764	148.00
1047-543-01	301 E FOURTH ST, Ontario, CA 91764	91.00
1048-012-05	739 W J ST, Ontario, CA 91762	91.00
1048-052-14	132 W J ST, Ontario, CA 91762	148.00
1048-081-24	650 E J ST, Ontario, CA 91764	651.00
1048-093-34	616 E ROSEWOOD CT, Ontario, CA 91764	46.00
1048-123-17	1023 E I ST, Ontario, CA 91764	3,236.00
1048-132-08	952 E ROSEWOOD CT, Ontario, CA 91764	4,132.96
1048-211-20	859 E GRANADA CT, Ontario, CA 91764	187.00
1048-305-10	756 N CYPRESS AV, Ontario, CA 91762	91.00
1048-374-16	405 E D ST, Ontario, CA 91764	92.00
1048-392-06	635 E E ST, Ontario, CA 91764	91.00
1048-393-09	552 E E ST, Ontario, CA 91764	46.00
1048-491-47	925 E ELMA ST, Ontario, CA 91761	46.00
1048-492-04	920 E ELMA ST, Unit:A, Ontario, CA 91761	92.00
1048-532-27	505 E NOCTA ST, Ontario, CA 91761	138.00
1048-566-05	317 N EUCLID AV, Building:1, Unit:A, Ontario, CA 91762	394.00
1048-581-07	607 W D ST, Ontario, CA 91762	91.00
1049-043-02	219 W MAIN ST, Ontario, CA 91762	148.00

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

Parcel Number	Address	Amount Due
1049-057-03	109 W HOLT BL, Building:1, Ontario, CA 91762	91.00
1049-057-05	112 S EUCLID AV, Building:1, Ontario, CA 91762	3,181.40
1049-201-07	439 S CAMPUS AV, Ontario, CA 91761	1,925.00
1049-231-05	520 E STATE ST, Ontario, CA 91761	107.00
1049-233-04	684 E STATE ST, Building:1, Ontario, CA 91761	91.00
1049-233-09	426 S CAMPUS AV, Ontario, CA 91761	91.00
1049-245-04	318 E STATE ST, Ontario, CA 91761	87.00
1049-282-10	633 W PARK ST, Ontario, CA 91762	138.00
1049-303-29	601 S CYPRESS AV, Ontario, CA 91762	3,328.00
1049-353-14	521 MAITLAND ST E, Ontario, CA 91761	91.00
1049-451-20	1009 S CAMPUS AV, Ontario, CA 91761	5,495.00
1049-521-10	232 E BELMONT ST, Ontario, CA 91761	46.00
1049-562-01	1129 S VINE AV, Ontario, CA 91762	46.00
1050-091-04	1549 S SULTANA AV, Ontario, CA 91761	46.00
1050-101-26	644 E DE ANZA ST, Ontario, CA 91761	91.00
1050-231-35	1734 S MIRAMONTE AV, Ontario, CA 91761	91.00
1050-291-10	405 W MAPLE ST, Ontario, CA 91762	46.00
1050-291-24	456 W FRANCIS ST, Ontario, CA 91762	3,204.00
1050-361-16	1940 S FERN AV, Ontario, CA 91762	91.00
1050-381-04	1910 S EUCLID AV, Ontario, CA 91762	91.00
1050-571-01	2155 S EUCLID AV, Ontario, CA 91761	91.00
1051-171-41	2424 S GROVE AV, Ontario, CA 91761	140.00
1051-171-44	2460 S GROVE AV, Building:1, Ontario, CA 91761	91.00
1051-321-62	2550 S GROVE AV, Building:1, Ontario, CA 91761	888.97
1052-191-03	7716 E CHINO AV, Ontario, CA 91761	221.80
1052-381-06	13555 S EUCLID AV, Ontario, CA 91761	148.00
1054-031-01	0 E EUCALYPTUS AV, Ontario, CA 91710	148.00
1054-031-02	0 E EUCALYPTUS AV, Ontario, CA 91710	148.00
1054-041-01	0 E EUCALYPTUS AV, Ontario, CA 91710	148.00
1054-041-02	700 E EUCALYPTUS AV, Ontario, CA 91762	148.00
1054-261-01	0 E EUCALYPTUS AV, Ontario, CA 91710	148.00
1054-261-02	0 E EUCALYPTUS AV, Ontario, CA 91710	148.00
1054-291-01	0 E MERRILL AV, Ontario, CA 91710	148.00
1054-291-02	0 E MERRILL AV, Ontario, CA 91710	148.00
1073-281-28	2717 E MURDOCK LN, Ontario, CA 91762	427.00
1083-151-12	0 S HAVEN AV, Ontario, CA 91761	91.00
1083-402-30	3651 E COUNTRY OAKS LP, Unit:D, Ontario, CA 91761	46.00
		96,425.01

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

Parcel Number	Address	Amount Due
0108-442-16	1433 N EL DORADO AV, Ontario, CA 91764	420.00
0110-013-20	1205 E D ST, Ontario, CA 91764	490.00
0110-071-06	1381 E HOLT BL, Ontario, CA 91761	500.00
0110-071-07	1381 E HOLT BL, Ontario, CA 91761	500.00
0110-241-57	1752 E G ST, Ontario, CA 91764	500.00
0110-322-29	2545 E GUASTI RD, Ontario, CA 91761	500.00
0110-341-01	1055 N MARIPOSA AV, Ontario, CA 91764	760.00
0110-345-11	1009 N ORANGE AV, Ontario, CA 91764	120.00
0110-371-03	1787 E PLAZA SERENA ST, Ontario, CA 91764	20.00
0113-361-54	1401 S GROVE AV, Ontario, CA 91761	500.00
0113-491-31	2131 S HELLMAN AV, Building:1, Unit:A, Ontario, CA 91761	9,000.00
0113-491-31	2313 E PHILADELPHIA ST, Building:2, Unit:A, Ontario, CA 91761	9,000.00
0113-541-34	2715 S INVERNESS CT, Ontario, CA 91761	760.00
0113-641-14	2171 S GROVE AV, Building:3, Unit:A, Ontario, CA 91761	11,800.00
0210-041-58	1434 N SAN DIEGO PL, Ontario, CA 91764	120.00
0210-193-14	3480 SHELBY ST E	500.00
0210-211-46	4100 E INLAND EMPIRE BL, Building:1, Ontario, CA 91764	120.00
0211-222-37	4201 E SANTA ANA ST, Building:4, Unit:A, Ontario, CA 91761	2,700.00
0211-222-37	800 S MILLIKEN AV, Building:2, Unit:A, Ontario, CA 91761	3,000.00
0211-232-22	1001 S DOUBLEDAY AV, Ontario, CA 91761	170.00
0211-232-48	3625 E JURUPA ST, Building:1, Ontario, CA 91761	21,600.00
0216-312-04	8455 E SCHAEFER AV, Ontario, CA 91761	4,620.00
0216-401-61	2570 S VINEYARD AV, Ontario, CA 91761	420.00
0216-401-63	2440 S VINEYARD AV, Building:4, Ontario, CA 91761	500.00
0218-272-01	3481 E SWEETBAY WY, Ontario, CA 91761	120.00
0218-273-41	3365 S PRIMROSE DR, Ontario, CA 91761	220.00
0218-523-20	2464 E COLCHESTER ST, Ontario, CA 91761	120.00
0218-545-09	3232 S NEWTON AV, Ontario, CA 91761	320.00
0218-881-35	3238 S CENTURION PL, Ontario, CA 91761	520.00
0238-121-28	1495 S HUDSON AV, Ontario, CA 91761	6,000.00
1008-512-10	856 W HARVARD PL, Ontario, CA 91762	120.00
1010-462-03	442 N MOUNTAIN AV, Building:1, Ontario, CA 91762	220.00
1010-512-03	1053 W HOLLOWELL ST, Ontario, CA 91762	95,100.00
1010-543-32	1364 W HOLT BL, Ontario, CA 91762	220.00
1011-181-11	1128 W MISSION BL, Building:2, Unit:F, Ontario, CA 91762	120.00
1011-361-19	1411 W MISSION BL, Ontario, CA 91762	500.00
1011-361-23	0 W MISSION BL, Ontario, CA 91762	500.00
1011-391-69	939 W MISSION BL, Building:1, Unit:D, Ontario, CA 91762	170.00
1011-413-27	910 S PALMETTO AV, Ontario, CA 91762	490.00
1014-111-04	1519 S OAKS AV, Ontario, CA 91762	7,500.00
1014-121-06	0 S OAKS AV, Ontario, CA 91762	220.00

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

Parcel Number	Address	Amount Due
1014-121-07	0 S OAKS AV, Ontario, CA 91762	320.00
1014-121-08	0 S OAKS AV, Ontario, CA 91762	320.00
1014-202-03	1135 W LOCUST ST, Ontario, CA 91762	170.00
1014-441-25	1387 FRANCIS ST W, Ontario, CA 91762	5,260.00
1014-532-04	2004 S PALMETTO AV, Ontario, CA 91762	1,000.00
1047-143-01	1235 E EIGHTH ST, Ontario, CA 91764	500.00
1047-542-02	1106 N EUCLID AV, Ontario, CA 91764	500.00
1048-012-05	739 W J ST, Ontario, CA 91762	120.00
1048-022-07	625 W ROSEWOOD CT, Ontario, CA 91762	320.00
1048-052-14	132 W J ST, Ontario, CA 91762	500.00
1048-072-27	407 E I ST, Ontario, CA 91764	120.00
1048-081-33	641 E PLAZA SERENA ST, Ontario, CA 91764	340.00
1048-161-29	815 N ALAMEDA AV, Ontario, CA 91764	340.00
1048-191-08	717 N HOLMES AV, Ontario, CA 91764	20.00
1048-356-05	615 N EUCLID AV, Unit:111, Ontario, CA 91762	420.00
1048-392-06	635 E E ST, Ontario, CA 91764	120.00
1048-393-02	516 E E ST, Ontario, CA 91764	840.00
1048-565-10	203 N EUCLID AV, Ontario, CA 91762	340.00
1048-581-54	640 W VESTA ST, Unit:A, Ontario, CA 91762	3,000.00
1049-022-01	215 S SAN ANTONIO AV, Ontario, CA 91762	420.00
1049-043-02	219 W MAIN ST, Ontario, CA 91762	500.00
1049-201-07	439 S CAMPUS AV, Ontario, CA 91761	500.00
1049-242-11	516 S LEMON AV, Ontario, CA 91761	30,000.00
1049-244-04	515 S LEMON AV, Ontario, CA 91761	490.00
1049-272-09	402 W SUNKIST ST, Ontario, CA 91762	120.00
1049-451-20	1009 S CAMPUS AV, Ontario, CA 91761	500.00
1049-574-06	535 W RALSTON ST, Ontario, CA 91762	220.00
1050-081-03	1437 S EUCLID AV, Ontario, CA 91761	420.00
1050-101-26	644 E DE ANZA ST, Ontario, CA 91761	120.00
1050-231-35	1734 S MIRAMONTE AV, Ontario, CA 91761	120.00
1050-521-05	1061 E PHILADELPHIA ST, Ontario, CA 91761	120.00
1050-531-48	2119 S PHOENIX PL, Ontario, CA 91761	120.00
1050-671-03	1180 E FRANCIS ST, Unit:E, Ontario, CA 91761	170.00
1051-041-13	2241 S SAN ANTONIO AV, Ontario, CA 91762	640.00
1052-381-06	13555 S EUCLID AV, Ontario, CA 91761	500.00
1054-031-01	0 E EUCALYPTUS AV, Ontario, CA 91710	500.00
1054-031-02	0 E EUCALYPTUS AV, Ontario, CA 91710	500.00
1054-041-01	0 E EUCALYPTUS AV, Ontario, CA 91710	500.00
1054-041-02	700 E EUCALYPTUS AV, Ontario, CA 91762	500.00
1054-261-01	0 E EUCALYPTUS AV, Ontario, CA 91710	500.00
1054-261-02	0 E EUCALYPTUS AV, Ontario, CA 91710	500.00

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

Parcel Number	Address	Amount Due
1054-291-01	0 E MERRILL AV, Ontario, CA 91710	500.00
1054-291-02	0 E MERRILL AV, Ontario, CA 91710	500.00
1073-362-01	3397 E GARRICK ST, Building:, Unit:, Ontario, CA 91762	320.00
1083-031-01	2714 S ARCHIBALD AV, Building:1, Ontario, CA 91761	340.00
1083-071-04	2421 S ARCHIBALD AV, Ontario, CA 91761	760.00
		236,010.00

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

Parcel Number	Address	Amount Due
0108-442-16	1433 N EL DORADO AV, Ontario, CA 91764	420.00
0108-522-27	1483 E HAWTHORNE ST, Ontario, CA 91764	91.00
0108-573-04	1735 N CORONA AV, Ontario, CA 91764	4,280.00
0110-013-20	1205 E D ST, Ontario, CA 91764	490.00
0110-071-06	1381 E HOLT BL, Ontario, CA 91761	648.00
0110-071-07	1381 E HOLT BL, Ontario, CA 91761	648.00
0110-161-19	903 N CALAVERAS AV, Ontario, CA 91764	334.30
0110-202-46	1440 E FOURTH ST, Ontario, CA 91764	91.00
0110-241-57	1752 E G ST, Ontario, CA 91764	3,676.00
0110-311-51	853 N QVC WY, Ontario, CA 91764	91.00
0110-322-29	2545 E GUASTI RD, Ontario, CA 91761	648.00
0110-341-01	1055 N MARIPOSA AV, Ontario, CA 91764	760.00
0110-345-11	1009 N ORANGE AV, Ontario, CA 91764	120.00
0110-371-03	1787 E PLAZA SERENA ST, Ontario, CA 91764	20.00
0113-361-54	1401 S GROVE AV, Ontario, CA 91761	2,486.00
0113-491-31	2131 S HELLMAN AV, Building:1, Unit:A, Ontario, CA 91761	9,000.00
0113-491-31	2313 E PHILADELPHIA ST, Building:2, Unit:A, Ontario, CA 91761	9,000.00
0113-541-34	2715 S INVERNESS CT, Ontario, CA 91761	760.00
0113-641-14	2171 S GROVE AV, Building:3, Unit:A, Ontario, CA 91761	11,800.00
0209-422-69	1818 N VINEYARD AV, Unit:D, Ontario, CA 91764	155.80
0210-041-58	1434 N SAN DIEGO PL, Ontario, CA 91764	211.00
0210-192-21	2955 E GUASTI RD, Ontario, CA 91761	3,589.00
0210-192-22	2975 E GUASTI RD, Ontario, CA 91761	2,167.00
0210-193-14	3480 SHELBY ST E	648.00
0210-211-46	4100 E INLAND EMPIRE BL, Building:1, Ontario, CA 91764	120.00
0210-411-26	741 N CORVETTE DR, Unit:1, Ontario, CA 91764	184.00
0210-661-01	3410 E FOURTH ST, Building: , Unit: , Ontario, CA 91764	13,708.00
0211-222-37	4201 E SANTA ANA ST, Building:4, Unit:A, Ontario, CA 91761	2,700.00
0211-222-37	800 S MILLIKEN AV, Building:2, Unit:A, Ontario, CA 91761	3,000.00
0211-232-22	1001 S DOUBLEDAY AV, Ontario, CA 91761	170.00
0211-232-48	3625 E JURUPA ST, Building:1, Ontario, CA 91761	21,600.00
0216-013-04	2349 S WALKER AV, Ontario, CA 91761	1,965.00
0216-173-11	13180 S BAKER AV, Ontario, CA 91761	156.30
0216-312-04	8455 E SCHAEFER AV, Ontario, CA 91761	4,620.00
0216-391-27	2638 S WALKER AV, Ontario, CA 91761	91.00
0216-401-61	2570 S VINEYARD AV, Ontario, CA 91761	420.00
0216-401-62	2550 VINEYARD AV S, Unit:B, Ontario, CA 91761	1,160.78
0216-401-63	2440 S VINEYARD AV, Building:4, Ontario, CA 91761	648.00
0218-272-01	3481 E SWEETBAY WY, Ontario, CA 91761	211.00
0218-272-02	3473 E SWEETBAY WY, Ontario, CA 91761	667.00
0218-273-41	3365 S PRIMROSE DR, Ontario, CA 91761	220.00

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

Parcel Number	Address	Amount Due
0218-372-68	3684 S HYCHE AV, Ontario, CA 91761	46.00
0218-444-37	3927 S TRINITAS WY, Ontario, CA 91761	217.00
0218-523-20	2464 E COLCHESTER ST, Ontario, CA 91761	211.00
0218-545-09	3232 S NEWTON AV, Ontario, CA 91761	320.00
0218-613-16	3193 E YELLOWSTONE DR, Ontario, CA 91762	91.00
0218-881-35	3238 S CENTURION PL, Ontario, CA 91761	520.00
0238-121-28	1495 S HUDSON AV, Ontario, CA 91761	6,091.00
0238-193-17	820 S WANAMAKER AV, Building:1, Ontario, CA 91761	981.00
0238-211-56	740 S ROCHESTER AV, Unit:A, Ontario, CA 91761	91.00
1008-512-10	856 W HARVARD PL, Ontario, CA 91762	120.00
1008-513-16	1000 Fourth W, Ontario, CA 91762	91.00
1008-522-01	1000 Fourth W, Ontario, CA 91762	91.00
1008-572-24	1504 W FOURTH ST, Ontario, CA 91762	91.00
1010-182-03	743 N PALMETTO AV, Ontario, CA 91762	79.12
1010-191-20	1048 W H ST, Ontario, CA 91762	91.00
1010-191-30	1025 W I ST, Ontario, CA 91762	2,723.00
1010-191-45	1048 W H ST, Ontario, CA 91762	91.00
1010-461-11	511 N PALMETTO AV, Ontario, CA 91762	14,122.00
1010-462-03	442 N MOUNTAIN AV, Building:1, Ontario, CA 91762	220.00
1010-511-18	945 W D ST, Ontario, CA 91762	46.00
1010-512-03	1053 W HOLLOWELL ST, Ontario, CA 91762	97,039.58
1010-521-36	1156 W STONERIDGE CT, Unit:A, Ontario, CA 91762	184.00
1010-522-02	1161 W STONERIDGE CT, Ontario, CA 91762	247.96
1010-522-07	1131 W STONERIDGE CT, Unit:1, Ontario, CA 91762	2,926.74
1010-543-32	1364 W HOLT BL, Ontario, CA 91762	220.00
1011-141-31	905 W BROOKS ST, Ontario, CA 91762	91.00
1011-181-11	1128 W MISSION BL, Building:2, Unit:F, Ontario, CA 91762	211.00
1011-221-15	1530 W MISSION BL, Building:1, Ontario, CA 91762	91.00
1011-361-19	1411 W MISSION BL, Ontario, CA 91762	648.00
1011-361-23	0 W MISSION BL, Ontario, CA 91762	648.00
1011-391-69	939 W MISSION BL, Building:1, Unit:D, Ontario, CA 91762	170.00
1011-402-82	1031 S PALMETTO AV, Building:M, Unit:2, Ontario, CA 91762	46.00
1011-413-27	910 S PALMETTO AV, Ontario, CA 91762	490.00
1011-562-09	1342 S BOULDER AV, Ontario, CA 91762	46.00
1014-111-04	1519 S OAKS AV, Ontario, CA 91762	7,500.00
1014-121-06	0 S OAKS AV, Ontario, CA 91762	220.00
1014-121-07	0 S OAKS AV, Ontario, CA 91762	320.00
1014-121-08	0 S OAKS AV, Ontario, CA 91762	320.00
1014-173-17	1646 S CYPRESS AV, Ontario, CA 91762	811.00
1014-201-15	1602 S MOUNTAIN AV, Unit:B, Ontario, CA 91762	46.00
1014-201-24	1604 S MOUNTAIN AV, Unit:E, Ontario, CA 91762	46.00

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

Parcel Number	Address	Amount Due
1014-202-03	1135 W LOCUST ST, Ontario, CA 91762	261.00
1014-441-25	1387 FRANCIS ST W, Ontario, CA 91762	5,260.00
1014-532-04	2004 S PALMETTO AV, Ontario, CA 91762	1,296.00
1015-201-46	2321 S MAGNOLIA AV, Building:8, Unit:A, Ontario, CA 91762	168.84
1047-143-01	1235 E EIGHTH ST, Ontario, CA 91764	648.00
1047-372-15	652 E BONNIE BRAE CT, Ontario, CA 91764	91.00
1047-441-12	1314 N VIRGINIA AV, Ontario, CA 91764	79.12
1047-473-39	1037 E FOURTH ST, Ontario, CA 91764	1,916.00
1047-521-06	639 E PRINCETON ST, Ontario, CA 91764	168.84
1047-521-62	565 E YALE ST, Ontario, CA 91764	1,089.50
1047-542-02	1106 N EUCLID AV, Ontario, CA 91764	648.00
1047-543-01	301 E FOURTH ST, Ontario, CA 91764	91.00
1048-012-05	739 W J ST, Ontario, CA 91762	211.00
1048-022-07	625 W ROSEWOOD CT, Ontario, CA 91762	320.00
1048-052-14	132 W J ST, Ontario, CA 91762	648.00
1048-072-27	407 E I ST, Ontario, CA 91764	120.00
1048-081-24	650 E J ST, Ontario, CA 91764	651.00
1048-081-33	641 E PLAZA SERENA ST, Ontario, CA 91764	340.00
1048-093-34	616 E ROSEWOOD CT, Ontario, CA 91764	46.00
1048-123-17	1023 E I ST, Ontario, CA 91764	3,236.00
1048-132-08	952 E ROSEWOOD CT, Ontario, CA 91764	4,132.96
1048-161-29	815 N ALAMEDA AV, Ontario, CA 91764	340.00
1048-191-08	717 N HOLMES AV, Ontario, CA 91764	20.00
1048-211-20	859 E GRANADA CT, Ontario, CA 91764	187.00
1048-305-10	756 N CYPRESS AV, Ontario, CA 91762	91.00
1048-356-05	615 N EUCLID AV, Unit:111, Ontario, CA 91762	420.00
1048-374-16	405 E D ST, Ontario, CA 91764	92.00
1048-392-06	635 E E ST, Ontario, CA 91764	211.00
1048-393-02	516 E E ST, Ontario, CA 91764	840.00
1048-393-09	552 E E ST, Ontario, CA 91764	46.00
1048-491-47	925 E ELMA ST, Ontario, CA 91761	46.00
1048-492-04	920 E ELMA ST, Unit:A, Ontario, CA 91761	92.00
1048-532-27	505 E NOCTA ST, Ontario, CA 91761	138.00
1048-565-10	203 N EUCLID AV, Ontario, CA 91762	340.00
1048-566-05	317 N EUCLID AV, Building:1, Unit:A, Ontario, CA 91762	394.00
1048-581-07	607 W D ST, Ontario, CA 91762	91.00
1048-581-54	640 W VESTA ST, Unit:A, Ontario, CA 91762	3,000.00
1049-022-01	215 S SAN ANTONIO AV, Ontario, CA 91762	420.00
1049-043-02	219 W MAIN ST, Ontario, CA 91762	648.00
1049-057-03	109 W HOLT BL, Building:1, Ontario, CA 91762	91.00
1049-057-05	112 S EUCLID AV, Building:1, Ontario, CA 91762	3,181.40

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

Parcel Number	Address	Amount Due
1049-201-07	439 S CAMPUS AV, Ontario, CA 91761	2,425.00
1049-231-05	520 E STATE ST, Ontario, CA 91761	107.00
1049-233-04	684 E STATE ST, Building:1, Ontario, CA 91761	91.00
1049-233-09	426 S CAMPUS AV, Ontario, CA 91761	91.00
1049-242-11	516 S LEMON AV, Ontario, CA 91761	30,000.00
1049-244-04	515 S LEMON AV, Ontario, CA 91761	490.00
1049-245-04	318 E STATE ST, Ontario, CA 91761	87.00
1049-272-09	402 W SUNKIST ST, Ontario, CA 91762	120.00
1049-282-10	633 W PARK ST, Ontario, CA 91762	138.00
1049-303-29	601 S CYPRESS AV, Ontario, CA 91762	3,328.00
1049-353-14	521 MAITLAND ST E, Ontario, CA 91761	91.00
1049-451-20	1009 S CAMPUS AV, Ontario, CA 91761	5,995.00
1049-521-10	232 E BELMONT ST, Ontario, CA 91761	46.00
1049-562-01	1129 S VINE AV, Ontario, CA 91762	46.00
1049-574-06	535 W RALSTON ST, Ontario, CA 91762	220.00
1050-081-03	1437 S EUCLID AV, Ontario, CA 91761	420.00
1050-091-04	1549 S SULTANA AV, Ontario, CA 91761	46.00
1050-101-26	644 E DE ANZA ST, Ontario, CA 91761	211.00
1050-231-35	1734 S MIRAMONTE AV, Ontario, CA 91761	211.00
1050-291-10	405 W MAPLE ST, Ontario, CA 91762	46.00
1050-291-24	456 W FRANCIS ST, Ontario, CA 91762	3,204.00
1050-361-16	1940 S FERN AV, Ontario, CA 91762	91.00
1050-381-04	1910 S EUCLID AV, Ontario, CA 91762	91.00
1050-521-05	1061 E PHILADELPHIA ST, Ontario, CA 91761	120.00
1050-531-48	2119 S PHOENIX PL, Ontario, CA 91761	120.00
1050-571-01	2155 S EUCLID AV, Ontario, CA 91761	91.00
1050-671-03	1180 E FRANCIS ST, Unit:E, Ontario, CA 91761	170.00
1051-041-13	2241 S SAN ANTONIO AV, Ontario, CA 91762	640.00
1051-171-41	2424 S GROVE AV, Ontario, CA 91761	140.00
1051-171-44	2460 S GROVE AV, Building:1, Ontario, CA 91761	91.00
1051-321-62	2550 S GROVE AV, Building:1, Ontario, CA 91761	888.97
1052-191-03	7716 E CHINO AV, Ontario, CA 91761	221.80
1052-381-06	13555 S EUCLID AV, Ontario, CA 91761	648.00
1054-031-01	0 E EUCALYPTUS AV, Ontario, CA 91710	648.00
1054-031-02	0 E EUCALYPTUS AV, Ontario, CA 91710	648.00
1054-041-01	0 E EUCALYPTUS AV, Ontario, CA 91710	648.00
1054-041-02	700 E EUCALYPTUS AV, Ontario, CA 91762	648.00
1054-261-01	0 E EUCALYPTUS AV, Ontario, CA 91710	648.00
1054-261-02	0 E EUCALYPTUS AV, Ontario, CA 91710	648.00
1054-291-01	0 E MERRILL AV, Ontario, CA 91710	648.00
1054-291-02	0 E MERRILL AV, Ontario, CA 91710	648.00

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

Parcel Number	Address	Amount Due
1073-281-28	2717 E MURDOCK LN, Ontario, CA 91762	427.00
1073-362-01	3397 E GARRICK ST, Building:, Unit:, Ontario, CA 91762	320.00
1083-031-01	2714 S ARCHIBALD AV, Building:1, Ontario, CA 91761	340.00
1083-071-04	2421 S ARCHIBALD AV, Ontario, CA 91761	760.00
1083-151-12	0 S HAVEN AV, Ontario, CA 91761	91.00
1083-402-30	3651 E COUNTRY OAKS LP, Unit:D, Ontario, CA 91761	46.00
168		**332,435.01**

CITY OF ONTARIO *Agenda Report* **October 21, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Manuel Rebolledo Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Bonnie Tam, Jacqueline Leon Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 8

SUBJECT: AN AMENDMENT TO THE GOODS AND SERVICES AGREEMENT WITH HOLT BLVD CAR WASH FOR FULL-SERVICE CAR WASH AND DETAILING

RECOMMENDATION: That the City Council authorize the City Manager, or his designee, to execute Amendment No. 2 to the Goods and Services Agreement with Holt Blvd Car Wash, of Ontario, California, for full-service car wash and detailing services in the amount of $180,000, for a total not-to-exceed contract amount of $330,000 over the three-year term.

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

FISCAL IMPACT: The recommended Amendment No. 2 with Holt Blvd Car Wash increases the contract amount by $90,000 annually for a total not-to-exceed contract amount of $330,000 over the three-year term. The Fiscal Year 2025-26 Adopted Budget includes appropriations in the Equipment Services Fund for full-service car wash and detailing services.

BACKGROUND & ANALYSIS: On April 16, 2024, the City entered into a three-year Agreement with Holt Blvd Car Wash as a result of the Award for Bid No. 1732, for a total not-to-exceed contract amount of $150,000. On March 15, 2025, Amendment No. 1 was executed to increase the rates for vehicle washes and detailing. Since then, overall costs have continued to rise due to additional fleet vehicles and the higher expense of hand washing wrapped vehicles, such as the Recreation/Community Services Department's Ontario-on-the-Go vans, which cannot be run through automated washes. As a result, Amendment No. 2 is recommended to increase the annual contract amount by $90,000, for a total not-to-exceed contract amount of $330,000 over the three-year term.

The City routinely maintains and services more than 700 vehicles and pieces of equipment to ensure they remain safe, reliable, and operational. As part of this effort, the Municipal Services Department relies on outside vendors to provide regular washing and detailing services that help preserve the fleet, prevent damage caused by dirt and debris, and maintain a professional appearance for vehicles used in the community. These services both extend the useful life of City vehicles and reflect positively on the City's image. Staff recommends approval of Amendment No. 2 to ensure the continuation of these essential services

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
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PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 2 TO THE GOODS & SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND FISAN, INC. DBA HOLT BLVD CAR WASH

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") **Fisan, Inc. dba Holt Blvd Car Wash**, a **Corporation** ("Contractor"). City and Contractor are sometimes hereinafter individually referenced as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and Contractor have entered into an agreement entitled "Goods and Service Agreement" dated April 16, 2024 ("Agreement").

2.2 Amendment Purpose. The City and Contractor desire to amend the Agreement to increase the compensation amount by **One Hundred Eighty Thousand ($180,000)** for a new total contract amount not to exceed **Three Hundred Thirty Thousand Dollars ($330,000).** The parties have heretofore entered into that Amendment No. 1 dated March 15, 2025.

2.3 Amendment Authority. This Amendment No. 2 is authorized pursuant to Section 12.9 of the Agreement.

3. Terms.

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

"3.2.1 Compensation. Vendor shall receive compensation, including authorized reimbursements, for all Goods provided and Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Three Hundred Thirty Thousand Dollars ($330,000)** without written approval of City's Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

Exhibit "C" is hereby deleted in its entirety and replaced with Attachment A attached hereto and incorporated herein by reference.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 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 GOODS & SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND FISAN, INC. DBA HOLT BLVD CAR WASH

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

FISAN, INC. DBA HOLT BLVD CAR WASH

By: _____

Its: _____

Printed Name: _____

ATTACHMENT A

COMPENSATION

City of Ontario Vehicle Wash Information & Pricing

Hours of Operation: Weekdays Monday - Friday: 8:30 am to 6:00 pm
Saturday: 8:30 am to 6:00 pm Sunday: 8:30 am to 6:00pm (5:00 pm in Winter)

Standard Vehicle Wash Price:

Car $21.95 SUV $21.95 Van $21.95 Truck $21.95

K-9 Units Price

Car $28.00 SUV $28.00

Additional Cleaning of Police Unit:

Price: Car $ (included) SUV $ (included) (blood and vomiting needs detailed -see below for pricing)

Hand Washing of Oversized or Specialized Vehicle/Equipment:

Van $55.00 (flat rate)

Truck $55.00 (flat rate)

Other Large Vehicles $5.00 (per ft.)

Detail Services Prices:

Vehicle Wash Info-Pricing

Car $140.00 SUV $160.00 Van $160.00 Truck $160.00

Interior Only

Car $160.00 SUV $180.00 Van $180.00 Truck $180.00

Interior & Exterior

Car $240.00 SUV $280.00 Van $280.00 Truck $280.00

CITY OF ONTARIO *Agenda Report* **October 21, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Manuel Rebolledo Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Bonnie Tam, Jacqueline Leon Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 9

SUBJECT: AN AMENDMENT TO THE GOODS AND SERVICES AGREEMENT WITH SAFETY KLEEN SYSTEMS, INC. FOR FLEET OIL, LUBRICANTS, AND OTHER RELATED ITEMS

RECOMMENDATION: That the City Council authorize the City Manager, or his designee, to execute Amendment No. 1 to the Goods and Services Agreement with Safety Kleen Systems, Inc., of Richardson, Texas, for the procurement of fleet oil, lubricants, and other related items in the amount of $1,050,000, for a total not-to-exceed contract amount of $1,200,000, extend the term through Fiscal Year 2026-27, and authorize the option to extend the Agreement for up to three (3) additional one-year terms.

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

FISCAL IMPACT: The recommended Amendment No. 1 to the Goods and Services Agreement with Safety Kleen Systems, Inc. increases the contract amount by $1,050,000 for a total not-to-exceed contract amount of $1,200,000 over the five-year term. The Fiscal Year 2025-26 Adopted Budget includes appropriations in the Equipment Services Fund for the procurement of fleet oil, lubricants, and other related items. If approved, appropriations will be included in future years' budgets consistent with the annual budget adoption process.

BACKGROUND & ANALYSIS: On February 2, 2025, the City entered into a one-year Goods and Services Agreement with the option to extend for four additional one-year terms with Safety Kleen Systems, Inc. as a result of the Award for Bid No. 1857 for a total not-to-exceed contract amount of $150,000. The recommended Amendment No. 1 increases the annual contract amount to $240,000 annually for a total not-to-exceed contract amount of $1,200,000 over the five-year term.

As the City continues to grow, the size and demand of the fleet have also expanded. New vehicles have been added to support essential services, and existing vehicles are being maintained for longer periods to extend their useful life. This requires increased use of oil, lubricants, coolants, and related products. In particular, heavy-duty vehicles in the Integrated Waste Department consume significant quantities of these materials due to the nature of their operations. The Municipal Services Department relies on vendors to ensure a consistent supply of these critical

products to keep over 700 City vehicles and equipment safe, reliable, and operational. Staff recommends approving Amendment No. 1 to ensure the continued availability of fleet maintenance supplies and to support uninterrupted City operations.

CITY OF ONTARIO
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ALAN D. WAPNER
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DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 1 TO THE GOODS AND SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND SAFETY-KLEEN SYSTEMS, 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 **Safety-Kleen Systems, Inc**, a City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and Contractor have entered into an agreement entitled "Goods and Service Agreement" dated **January 15, 2025** ("Agreement").

2.2 Amendment Purpose. The City and Contractor desire to amend the Agreement to extend term to **January 14, 2027,** and increase compensation by **One Million Fifty Thousand Dollars ($1,050,000) for a new total not to exceed amount of One Million Two Hundred Thousand Dollars ($1,200,000).**

2.3 Amendment Authority. This Amendment No. 1 is authorized pursuant to Section 2.1, 12.9 and 12.17 of the Agreement.

3. Terms.

3.1 Amendment. Section 2.1 and 3.1 of the Agreement is hereby amended in its entirety to read as follows:

"2.1 The term of this Agreement shall be from **January 15, 2025, to January 14, 2027**, based on needs and offeror's performance, unless earlier terminated as provided herein. Vendor shall provide all Goods and complete the Services within the term of this agreement and shall meet any other established schedules and deadlines. The parties may, by mutual, written consent extend the term of this agreement, if necessary, to complete the work."

3 .2 Amendment. Section 3 .1 of the Agreement is hereby amended in its entirety to read as follows:

"3.1 Compensation. Vendor shall receive compensation, including authorized reimbursements, for all Goods provided and Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **One Million Two Hundred Thousand Dollars ($1,200,000)** without written approval of City's Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement."

3.3 Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 1. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 1.

3.4 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

3.5 Severability. If any portion of this Amendment No. 1 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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

SIGNATURES ON FOLLOWING PAGE

SIGNATURE PAGE FOR AMENDMENT NO. 1 TO GOODS AND SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND SAFETY-KLEEN SYSTEMS, 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

SAFETY-KLEEN SYSTEMS, INC

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

Exhibit "C"

ATTACHMENT A -PRICE SHEET

LOCATION	ITEM DESCRIPTION	ANNUAL USAGE BY Quart	MFGR/BRAND	RICE PER GALLO	PRICE FOR 55 GALLON DRUM	PRICE FOR BULK
City Of Ontario Fleet Main Garage 1425 S. Bon View Ontario CA 91761 Delivery Hours: M-F 7:00 a.m. through 5:00 p.m.	Engine Crankcase Oil 15W-40, CK-4 CES20086 CK-4, CJ-4, CI-4 PLUS,CI-4, CH-4 and SN	4300	Performance Plus	$ 9.36	$ 515.00	$ 7.85
	Engine Synthetic Blend Crankcase Oil 5W-30, ILSAC GF-6, SN GM dexos1:GEN3 Licensed Ford WSS-M2C929-A	220	Performance Plus	$ 10.40	$ 571.75	$ 8.95
	Engine Crankcase Oil 5W20, Full Synthetic, GF-5, Dexos 1 Gen 3 Ford WSS-M2C960-AL Chrysler MS-6395 ILSAC GF-6A	6260	Performance Plus	$ 10.40	$ 571.75	$ 8.95
	Engine Crankcase Oil 0W20, Dexos 1 GEN 3 ILSAC GF-6A Chrysler MS-6395 Ford WSS-M2C962-A1	4000	Performance Plus	$ 10.40	$ 571.75	$ 8.95
	Engine Synthetic Blend Crankcase Oil 10W-30, API CK-4, CJ-4, CI-4 Plus, CI-4, CH-4, SN Plus	220	Performance Plus	$ 8.27	$ 455.00	$ 6.75
	Compressed Natural Gas Engine Crankcase Oil 15W-40, CES 20092	10472	Performance Plus	$ 12.73	$ 700.00	$ 9.75
	Engine Anti-Freeze/Coolant, Green, Concentrate, GM1825M, Ford ESE-M97844-A, Cummins 90T8-4, Detroit 7SE298	660	Performance Plus	$ 5.54	$ 304.45	$ 4.06
	Delo AD ELC 227808, RED	2200	Performance Plus	$ 6.82	$ 375.18	$ 5.35
	Engine Anti-Freeze/Coolant, Concentratre, ASTM D 3306 ASTM D 4985 (DEXCOOL ORANGE)	440	Performance Plus	$ 6.19	$ 340.70	$ 4.73
	High Quality Antiwear Hydraulic Oil AW68	3793	Performance Plus	$ 7.73	$ 425.00	$ 6.50
	Multi-Vehicle Automatic Transmission Fluid LV	440	Performance Plus	$ 13.73	$ 755.00	$ 12.25
	Premium Synthetic Transmission Fluid,TES 668	1100	Performance Plus	$ 29.36	$ 1,615.00	N/A
	Diesel Exhaust Fluid (Delivered directly to Fire Stations)	880	Performance Plus	$ 4.18	$ 230.00	$ 2.20
	Diesel Exhaust Fluid	880	Performance Plus	$ 4.18	$ 230.00	$ 2.20
	Percent Off List Price - for Items not on bid sheet ____7____%		**Totals**	$	$	$
	Comments					
	1. See Special Conditions Attachment					
	2. Submit bid price for each item requested. All prices must be base price of product and does not include state specialty tax.					
	3. In order to expedite the evaluation process, a Product Design Specification (PDS) data sheet on the product manufacturer's letterhead is to be submitted for each bid item.					

CITY OF ONTARIO *Agenda Report* **October 21, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Police Department Prepared By: Zina Hullings Department: Prepared By: Zina Hullings Staff Member Presenting: Mike Lorenz, Chief of Police Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 10

SUBJECT: SOLE SOURCE PURCHASE APPROVAL FOR POLICE HELICOPTER ENGINE OVERHAUL

RECOMMENDATION: That the City Council authorize the City Manager, or his designee, to execute a sole source purchase contract with Safran Helicopter Engines USA, Inc., of Grand Prairie, Texas, in the approximate amount of $569,342 to overhaul the engine of one of the City's Police Air Support helicopters.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Maintain the Current High Level of Public Safety
Operate in a Businesslike Manner

FISCAL IMPACT: The cost of the engine overhaul is $481,076 with an additional estimated amount of $53,266 for import duties and $35,000 in taxes for a total cost of $569,342. The Fiscal Year 2025-26 Adopted Budget includes appropriations in the Equipment Services Fund for the engine overhaul of one of the City's police helicopters

BACKGROUND & ANALYSIS: The proposed expenditure of $569,342 encompasses a comprehensive overhaul of the turbine engine, which was sent to the manufacturer for detailed inspection and evaluation of required replacement components. Safran Helicopter Engines USA, Inc., a Council-approved sole-source vendor and the original equipment manufacturer (OEM) for Airbus Helicopter engines, will perform the scheduled maintenance.

Due to the specialized nature of parts used in these helicopters, there is a limited pool of authorized vendors capable of supplying or servicing them. In many instances, only one vendor is certified or authorized to provide the necessary components or services.

Engaging Safran Helicopter Engines USA, Inc., ensures timely and expert maintenance performed by qualified professionals with direct experience servicing Airbus Helicopters. This continuity supports optimal maintenance outcomes, as the vendor is familiar with the helicopter's service history and technical specifications.

HELICOPTER ENGINES

OVERHAUL QUOTATION

Customer Name:	CITY OF ONTARIO POLICE DEPARTMENT		
RFQ/PO reference:	ARL 2D ESN 53109 OH		
Contract:	1000087794		
Asset:	Complete Engine ARRIEL 2D / 53109		
Date:	2025-09-25		
Quote reference:	Q-38518	Version:	1
Validity of the offer:	2025-10-31		
Your contacts:	BELEW Tom / CANTRELL Jennifer		
Your Front office:	Safran Helicopter Engines USA, Inc		



"This document and/or the documents accompanying this facsimile contain information from SAFRAN HELICOPTER ENGINES, which may be confidential and/or legally privileged.THE DOCUMENTS ARE INTENDED ONLY FOR THE PERSONNAL AND CONFIDENTIAL USE OF THE ADDRESSEE IDENTIFIED ABOVE.Any other use, duplication or disclosure of said information remains subject to SAFRAN HELICOPTER ENGINES prior written consent."
"Due to the EU and US restrictive measures in force, we kindly remind you that Safran products and technologies cannot be transferred or re-exported directly or indirectly to any company located in a country subject to sanctions and/or embargo or for the use in this country, including but not limited to Russia and Belarus."

OVERHAUL QUOTATION

Dear Customer,

Please find enclosed the **quotation** for your ARRIEL 2D / 53109 / Complete Engine, sent to Safran Helicopter Engines USA, Inc for DUE OVERHAUL. This quote is based on the strip inspection and analysis of your asset.

You will find attached : the **cost synthesis summary**, a **glossary** of the vocabulary used in these documents, the **General Sales Conditions** as well as the **technical report** 38518.

The total net amount of the offer is 481,075.55 USD for your reference ARL 2D ESN 53109 OH.

Please note that this offer is valid until 2025-09-30.

If this offer is approved within 10 days, a discount of 2 % will be applied on the net amount.

After receipt of acceptance on this offer, SAFRAN HELICOPTER ENGINES USA estimates your asset will be delivered by ---.

Please sign and return this quote at your earliest convenience so that the work envisioned may begin without delay.

If you require any additional information or need any help, please do not hesitate to contact me.

Best regards,

BELEW Tom
CSM
(214) 364-9024

CANTRELL Jennifer
CSR

Approval Signature: _____
Printed Name: _____
Date: _____
Option Number Chosen: _____
Scrap parts returned: Yes or No (circle one)(N/A for SBH)

Safran Helicopter Engines USA
2709 N FORUM DR
75052 - Grand Prairie, Texas(USA)

http://www.safran-helicopter-engines.com/

OVERHAUL QUOTATION

Quote overview

Price breakdown in USD

	Non modular	Module 1	Module 2	Module 3	Module 4	Module 5	Module 6	Total
Parts	56,792.33	38,956.36	48,694.00	141,272.11	80,746.00	51,306.00		**417,766.80**
New	*4,154.82*	*22,977.11*	*26,580.00*	*87,048.11*	*75,484.00*	*41,662.00*		*257,906.04*
Repaired	*42,376.51*	*10,465.25*	*20,571.00*	*42,861.00*	*2,598.00*	*4,625.00*		*123,496.76*
Systematics	*10,261.00*	*5,514.00*	*1,543.00*	*11,363.00*	*2,664.00*	*5,019.00*		*36,364.00*
Labour	2,307.00	11,477.00	7,381.00	20,455.00	7,641.00	8,721.00		**57,982.00**
	Complete engine	**Module 1**	**Module 2**	**Module 3**	**Module 4**	**Module 5**	**Module 6**	**Total**
Tests	8,601.00							**8,601.00**
Additional costs								**0**

Gross amount:	**484,349.80**

Discounts & gesture

	Total discounts	Discounts details
Upgrades & Commercial Program	**3,274.25**	
TOTAL	**3,274.25**	

Net amount:	**481,075.55**

Down Payment already paid	

Total due:	**481,075.55**

Prices are net. All taxes, import or export duties, VAT and similar charges are excluded, 2025 economic conditions applied.

Additional information

Estimate Import Duties as per September 25th: $53,265.36, subject to Publication of [Docket No. 250923-0156]
Estimated sales tax as of 09/26/2025- $35,000.00

OVERHAUL QUOTATION

Asset availability post-repair

Please refer to Technical report 38518 accompanying this quotation

Asset configuration post-repair *(modifications to be implemented)*

Modification number & SBs references	TU 239, TU 234, TU 236, TU239/CSP12-21, 212, TU 222/Code 2-4, TU 213, TU221, tu218
Accessories modification number	

Sales conditions

Warranty conditions	STANDARD TERMS AND CONDITIONS
Release certificate type	FAA 8130-3
Payment terms	
Down payment request at quotation approval	
Down payment already paid to be deducted from net amount	
Delivery terms *In accordance with ICC 2010*	FCA
Delivery place	DALLAS

**Supersed General Sales Conditions*

OVERHAUL QUOTATION

Appendix 1 - Detailed Quotation

Labour, Test & Systematic

Type	Final price
Labour	57,982.00
Tests	8,601.00
Systematic parts	36,364.00

Labour, Test & Systematic Net amount:	102,947.00 USD

Parts

Module 1

Type	Repair Type*	PN	Designation	Qty	Total price	Upgrades & Commercial Program	Final price	TU/SB embodied
R	RC	0292757210	JUNCTION TUBE	1	6,713.00		6,713.00	
R	RC	0292117280	SUPPORT,FRONT	1	3,284.00		3,284.00	
N	N	9606490501	BEARING,FRONT,GEAR,STARTER	1	2,329.00		2,329.00	
N	N	9606601003	BEARING,POWER SHAFT	1	2,224.00		2,224.00	
N	N	9609000728	BEARING,GEAR,23 TEETH	1	2,157.00		2,157.00	
N	N	9606490202	BEARING,GEAR,23 TEETH	1	2,121.00		2,121.00	
N	N	9606600107	BEARING,FRONT,BEVEL GEARS	1	1,960.00		1,960.00	
N	N	9606600107	BEARING,REAR,BEVEL GEARS	1	1,960.00		1,960.00	
N	N	9606600107	BEARING,REAR,DOUBLE GEAR	1	1,960.00		1,960.00	
N	N	9560131840	SEAL ASSY,MAGNETIC	1	1,392.00		1,392.00	
N	N	0292757850	TUBE,EQUIPPED	1	1,254.00		1,254.00	
N	N	9560177660	SEAL ASSY,MAGNETIC	1	1,222.00		1,222.00	TU 239
N	N	9560177660	SEAL ASSY,MAGNETIC	1	1,222.00		1,222.00	TU 239
N	N	0292101640	FLANGE,DRAINING	1	762.00		762.00	TU 234
N	N	0292757140	TUBE,EQUIPPED	1	548.00		548.00	
N	N	0292101660	ADAPTOR,DYNASTART	1	543.00		543.00	TU 234
N	N	0292102940	CAGE,SEAL HOLDER	1	538.00		538.00	
N	N	0292107650	STRAINER	1	490.07		490.07	
N	N	0292101800	PIPE,DRAIN,GENERAL	1	144.19		144.19	TU 234
N	N	0292102190	ADJUSTING SHIM	1	124.25		124.25	TU 236
N	N	9562811260	CLAMP	1	26.60		26.60	TU 234
R	RA	0292127670	GEAR,STARTER,43 TEETH	1	468.25	468.25	0.00	TU239/CSP12-21
Net amount					33,442.36	468.25	32,974.11 USD	

Module 2								
Type	Repair Type*	PN	Designation	Qty	Total price	Upgrades & Commercial Program	Final price	TU/SB embodied
R	RC	0292260610	CASING,COMPRESSOR	1	20,571.00		20,571.00	
N	N	0292150050	BEVEL GEARS	1	14,082.00		14,082.00	
N	N	9609000752	BEARING,FRONT,AXIAL	1	3,906.00		3,906.00	212
N	N	9609000752	BEARING,REAR,AXIAL	1	3,906.00		3,906.00	212
N	N	9609000727	BALL BEARING GP	1	1,880.00		1,880.00	
N	N	0292150510	JET,EQUIPPED	1	2,806.00	2,806.00	0.00	TU 222/Code 2-4
Net amount					47,151.00	2,806.00	44,345.00 USD	

Module 3								
Type	Repair Type*	PN	Designation	Qty	Total price	Upgrades & Commercial Program	Final price	TU/SB embodied
N	N	0292267140	WHEEL,INJECTION,ASSY	1	52,650.00		52,650.00	
R	RC	0292370460	OUTER PART,COMB. CHAMBER	1	29,758.00		29,758.00	
N	N	9560176520	RING,FLOATING	1	12,607.00		12,607.00	
R	RC	0292260280	COVER,COMPRESSOR	1	8,517.00		8,517.00	
N	N	9609000493	BEARING	1	8,420.00		8,420.00	
N	N	0292440050	WASHER,RETAINING	1	4,092.00		4,092.00	
N	N	9560163940	SEGMENT	2	3,614.00		3,614.00	
R	RA	0292260270	WHEEL ASSY,HP TURBINE	1	2,598.00		2,598.00	
N	N	9560158450	SEGMENT	2	2,314.00		2,314.00	
R	RC	0283317500	INJECTOR	2	1,988.00		1,988.00	
N	N	0292260040	NUT	1	1,397.00		1,397.00	
N	N	0292510030	DUCT	3	1,330.11		1,330.11	
N	N	0292260160	SUMP,OIL	1	624.00		624.00	
Net amount					129,909.11		129,909.11 USD	

Module 4								
Type	Repair Type*	PN	Designation	Qty	Total price	Upgrades & Commercial Program	Final price	TU/SB embodied
N	N	229281A440	BLADE,POWER TURBINE	37	58,571.00		58,571.00	
N	N	9609000166	BEARING,REAR,POWER TURBINE	1	4,750.00		4,750.00	
N	N	0292810700	RING,LABYRINTH	1	4,727.00		4,727.00	TU 213
N	N	9609000554	BEARING,FRONT,POWER TURBINE	1	4,673.00		4,673.00	
N	N	0292810450	NUT,POWER TURBINE	1	2,763.00		2,763.00	
R	RA	0292810460	WHEEL ASSY,POWER TURBINE	1	2,598.00		2,598.00	
Net amount					78,082.00		78,082.00 USD	

Module 5								
Type	Repair Type*	PN	Designation	Qty	Total price	Upgrades & Commercial Program	Final price	TU/SB embodied
N	N	9609000738	BEARING,REAR,DRIVING GEAR	1	6,139.00		6,139.00	
N	N	9609000738	BEARING,FRONT,DRIVING GEAR	1	6,139.00		6,139.00	
N	N	0292710510	NUT,SPLINED	1	5,837.00		5,837.00	
N	N	9609000514	BEARING,REAR,OUTPUT GEAR	1	5,126.00		5,126.00	
N	N	9609000489	BEARING,FRONT,OUTPUT GEAR	1	4,959.00		4,959.00	
N	N	9609000631	BEARING,PISTON	1	3,225.00		3,225.00	
N	N	9601490801	BEARING	1	2,831.00		2,831.00	
R	RA	0292717720	GEAR,INTERMEDIATE	1	2,677.00		2,677.00	
N	N	0292717600	SLEEVE ASSY	1	2,399.00		2,399.00	
R	RA	0292710090	CASING,FRONT,REDUCT.GEAR	1	1,948.00		1,948.00	
N	N	0292720980	DUCT,OIL	1	1,683.00		1,683.00	TU221
N	N	9609000793	BEARING,REAR,INTER. GEAR	1	1,662.00		1,662.00	tu218
N	N	9609000793	BEARING,FRONT,INTER. GEAR	1	1,662.00		1,662.00	tu218
Net amount					46,287.00		46,287.00 USD	

LRUs/ACCESSORIES/EQUIPMENTS								
Type	Repair Type*	PN	Designation	Qty	Total price	Upgrades & Commercial Program	Final price	TU/SB embodied
R	OH	0292900200	FREE WHEEL ASSY,EQUIPPED	1	29,221.00		29,221.00	
R	RC	0292810470	PIPE,EXHAUST	1	7,033.00		7,033.00	
R	RC	0292127890	BASE PLATE ASSY,FILTER	1	5,729.00		5,729.00	
N	N	0292687310	PIPE,P3 PRESSUR.,FT LABYRINTH	1	1,459.00		1,459.00	
N	N	0292120770	DISTRIBUTOR,OIL	1	1,450.00		1,450.00	
N	N	9560125160	COLLAR	1	706.00		706.00	
R	RA	0292827170	SHIELD,HEAT	1	393.51		393.51	
N	N	0268987150	COLLAR ASSY	1	342.50		342.50	
N	N	0292680570	SPACER	1	197.32		197.32	
Net amount					46,531.33		46,531.33 USD	

Parts Net amount:	**378,128.55 USD**

* Denominations in Appendix 3

Appendix 2 – Terms & conditions

Quote acceptance

The acceptance of the present document converts this offer into a contract in accordance with the latest issue of the SAFRAN HELICOPTER ENGINES USA General Sales Conditions which are deemed to have been read and accepted by the Customer. Upon approval of this proposal, your purchase order must refer to our commercial offer number.

Due to the nature of our activity, the need for additionnal work may only become apparent after your acceptance has been received, as such need was not identified at the time of the evaluation. In this case,we would have to :

-Postpone work performance,
-Issue a quotation corresponding to the work actually needed,
-Submit the quotation for your approval.

Note: Such additionnal work may be essential for the performance of the work under this quote; therefore refusal of such above quotation will lead to the cancellation of this offer.

Refusal of quote

1- Failing receipt of customer acceptance within 30 days, SAFRAN HELICOPTER ENGINES USA will charge the following :

Fixed price for Material protection	1,760.00
Daily cost for storage	74.00
Update of quotation from 1 to 12 Months	2,709.00
2- As soon as the quote Validation date is over, SAFRAN HELICOPTER ENGINES USA will invoice a quote establishment fixed price	17,489.00

3- In the event that customer does not want to proceed the repair of the equipment, SAFRAN HELICOPTER ENGINES USA will charge quote establishment price and additional fees based on the three options below :

A/ Material not returned to customer* *(srap on site)*	23,659.00
(meaning transfer of ownership of the equipment to SAFRAN HELICOPTER ENGINES USA as described in GSC)	
B/ Material return to customer	36,320.00
(includes quote establishment fee, excludes return of non-repairable parts)	
C/ Material return to customer	45,323.00
(includes quote establishment fee, includes return of non-repairable parts)	

Appendix 3 – Glossary

Labor : Receiving, inspection, disassembly, cleaning, NDT, metallurgical inspections, dimensional inspections, evaluation, technical report, quote establishment, balancing, assembly.(not including reworking of parts).

Test : Bench, test, fuel, oil.

Systematic parts : Fixed price for consumables systematically replaced during repair/overhaul process.

New parts : Unserviceable parts replacements.

Repaired parts : Rework of parts in accordance with SAFRAN HELICOPTER ENGINES USA repair manual.

Repaired by replacement parts : Replacement of repairable parts by equivalent serviceable repaired parts delivered from SAFRAN HELICOPTER ENGINES USA stock. Meaning transfer of ownership of those goods between customer and SAFRAN HELICOPTER ENGINES USA.

Scrapped parts : Parts which cannot be economically repaired or parts which cannot be recovered by applying acceptable repair methods.

Missing parts : Parts replaced by new parts due to not being received.

Quote establishment fixed price : Receiving, inspection, disassembly, cleaning, NDT, metallurgical inspections, dimensional inspections, evaluation, technical report, quote establishment.

LRU/Accessory : Removable functional assembly or functional assembly integrated into a Module or Engine.

Equipment : Functional assembly including accessories and connecting parts screws , brackets, piping…) integrated into a Module or Engine.

Parts detailled :

N	New
R	Repair
M	Missing at arrival
RA	Repair level A
RB	Repair level B
RC	Repair level C
OH	OverHaul
FT	Functional Test
S/E	Repaired by replacement

Appendix 4 – General Sales Conditions (1/3)

EXTRACT FROM SAFRAN HELICOPTER ENGINES USA GENERAL SALES CONDITIONS.

The complete version of our generals sales conditions are available on EngineLife®Customer Portal :

https://tools.safran-helicopter-engines.com/pg/en/e_services/pricing

GENERAL
The General Sales Conditions (GSC's) are applicable in their entirety to contracts and Orders concerning the sale of Goods and/or the supply of Services by SAFRAN HELICOPTER ENGINES USA:
- excluding any other general or specific Customer purchasing conditions, unless otherwise specified in writing beforehand and accepted by SAFRAN HELICOPTER ENGINES USA;
- unless there are provisions to the contrary in said contract or Order.
Any Order placed by the Customer carries his acceptance of the General Sales Conditions without reservation.

PRICES
Prices are in USD. The prices that appear in the Catalogue apply to all Orders that are accepted by SAFRAN HELICOPTER ENGINES USA as of January 1st and for which the delivery date of the Goods or date of supply of the Services is expected within twelve (12) months of the date of acknowledgement of receipt of said Order by SAFRAN HELICOPTER ENGINES USA.
SAFRAN HELICOPTER ENGINES USA guarantees the validity of the Catalogue from January 1st to June 30th and reserves the right to modify the prices for Orders for which receipt is acknowledged between July 1st and December 31st.

DELIVERY
Delivery will be deemed complete when Goods are made available according to applicable INCOTERMS 2010, at such time and under such conditions as have been agreed by the Parties. Unless otherwise stated in the Order or the contract, the Goods are delivered FCA SAFRAN HELICOPTER ENGINES USA Plant (ICC Incoterms 2010). In case of shipment of Goods, the transport documents agreed by the shipper or the carrier are conclusive evidence of quantities delivered at the named place of destination.
Delayed delivery will not give a right of cancellation of the affected Order, nor will it allow any deviation from payment terms. SAFRAN HELICOPTER ENGINES USA will provide the Customer with the official compliance certificates, which will serve as acknowledgement by the Customer that Goods are compliant. Acceptance tests will take place at one of the SAFRAN HELICOPTER ENGINES USA plants.

Appendix 4 – General Sales Conditions (2/3)

TERMS OF PAYMENT

Safran Helicopter Engines USA shall issue to customer an invoice for payment at Customer's billing address. All amounts due under these Terms and Conditions shall be due and payable to Safran Helicopter Engines USA within thirty (30) days following the issuance of invoice. Customer shall make all payments, on case by case basis, to : Safran Helicopter Engines USA at PO Box 730654, Dallas, Texas 75373-0654.

Notwithstanding the foregoing, Safran Helicopter Engines USA may require payment, in whole or in part, prior to delivery if it determines in its sole discretion that the Customer's financial warrants same.

LATE PAYMENT

Without prejudice to Clause "Retention of Title" of the GSC's, in the event that payment is not received in full and that payment is not received for accessories on the agreed due date, the Customer will be subject to a penalty for late fulfillment of payment of fifteen percent (15%) per year that is calculated on the basis of the total amount (including taxes) of the invoice, to be counted from the date of payment indicated on the invoice until full payment of the invoice is made.

Additionally, customer shall be liable to Safran Helicopter Engines USA for an amount equal to ten percent (10%) of the amount due which the Parties expressly agree that such liquidated damages are appropriate and fully justified under the circumstances, and that proof of the amount of actual damages could be difficult and burdensome for all concerned.

AUTHORIZATION/EXPORT LICENSE

If the supply of Goods within the framework of the contract or the Order requires export licenses or authorizations to be obtained, SAFRAN HELICOPTER ENGINES USA will perform all the necessary steps to comply with export control regulations. In addition, the Customer undertakes to : Not assign or otherwise dispose of the Goods outside the territory to which they were shipped and for which the final use was defined on the Order or Contract without first obtaining written consent from SAFRAN HELICOPTER ENGINES USA and/or the relevant Authorities in particular from the American authorities in the case of goods of US origin pursuant to American ITAR (International Traffic in Arms Regulations: war materials) and/or EAR (Export Administration Regulation: double use goods) regulations.

WARRANTY

All delivered Goods designed and manufactured by SAFRAN HELICOPTER ENGINES USA are guaranteed to be free from defects in materials, design and manufacturing, and compliant with the Order or under the specific warranty conditions drawn up for each family of products and appended to the Order or contract.

OVERHAUL QUOTATION

Appendix 4 – General Sales Conditions (3/3)

APPLICABLE LAW

The Terms and Conditions shall be interpreted in accordance with and governed by the laws of the State of Texas, U.S.A for Goods delivered by Safran Helicopter Engines USA. The Parties hereto agree that any controversy with respect to performance under the terms of the Terms and Conditions, or arising out of the Terms and Conditions will be submitted to the Courts of Texas, according to the applicable law, which shall be the only competent courts in the case of legal dispute, including in the event of impleader and/or plural defendants.

ACCEPTANCE OF QUOTE

a. Airworthy Parts: Parts which are airworthy are those parts that are covered by any Safran Helicopter Engines USA airworthiness tag

b. Repairable parts: Parts which are not airworthy without repair. For those customers who accept standard exchanges of parts, the acceptance by such customer of a quote issued by Safran Helicopter Engines USA shall be deemed to be the customer's express agreement for transfer of ownership of repairable parts with repaired parts as standard exchange.

c. Unsalvageable parts: Unsalvageable parts means parts which cannot be economically repaired or parts which cannot be recovered by applying acceptable repair methods. The acceptance by customer of a quote from Safran Helicopter Engines USA shall be deemed to be customer's express agreement of transfer of ownership of unsalvageable parts, as is where is, without any warranties whatsoever, which will be destroyed and replaced by brand new parts. Nevertheless Safran Helicopter Engines USA will observe a period of ninety (90) days prior to destruction of those parts after quote's acceptance.

NON-ACCEPTANCE

In the event that the customer does not accept Safran Helicopter Engines USA'S Repair/Overhaul quotation within thirty (30) days from date of issuance, Safran Helicopter Engines USA will invoice the work corresponding up to and including the preparation of the quote. The price is fixed for each engine and/or module, and shall include: disassembly, cleaning, inspection, and quote preparation. The price for Arriel and Arrius series complete engines and individual modules are those indicated in the Safran Helicopter Engines USA catalogue. Further, upon expiration of the thirty (30) day period Safran Helicopter Engines USA will propose to:

a. Return the engine and/or parts/equipment in accordance with the terms defined hereunder (refer to § Condition of Return of Engine Parts);

b. Buy back the engine for an amount which corresponds to the level of work carried out on the engine;

c. Keep the engine and/or parts/equipment at Safran Helicopter Engines USA without commencing the repair. As a result, Safran Helicopter Engines USA shall invoice and customer shall be liable for a storage fee in the amount of one-tenth of one percent (0.1%) of the total value of the quote per month beginning as of the date the quote was issued. In the event that customer fails to respond to such proposal within thirty (30) days from the date of issuance, customer will be deemed to have accepted paragraph 4c above. Safran Helicopter Engines USA will send to the customer the appropriate documentation to transfer ownership of the engine and/or parts/accessories for the customer's signature. In the event that customer either fails or refuses to execute and return such ownership transfer documents within ninety (90) days following its receipt of such, Safran Helicopter Engines USA shall take the necessary and appropriate lawful steps to instigate an immediate sale of the abandoned engine and/or part/equipment in order to recover what the amounts due it from customer as a result of the investigation and storage of the engine and/or parts/equipment.

CITY OF ONTARIO *Agenda Report* **October 21, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Management Services Prepared By: Vanny Khu Department: Prepared By: Vanny Khu Staff Member Presenting: Jordan Villwock, Deputy City Manager Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 11

SUBJECT: **AN AMENDMENT TO THE DESIGN SERVICES AGREEMENT WITH MILLER ARCHITECTURAL CORPORATION FOR ARCHITECTURAL DESIGN SERVICES FOR THE PERMANENT FACILITY FOR THE ANIMAL RESOURCE CENTER OF THE INLAND EMPIRE**

RECOMMENDATION: That the City Council approve and authorize the City Manager, or his designee, to execute Amendment No. 1 to the Design Services Agreement with Miller Architectural Corporation, of Redlands, California, for the architectural design services for the permanent facility for the Animal Resource Center of the Inland Empire, in the amount of $3,116,400 for a total not-to-exceed contract amount of $3,235,075.

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 recommended Amendment No. 1 will increase the authorized contract amount of $118,675 by $3,116,400, for a new total not-to-exceed contract amount of $3,235,075. The Fiscal Year 2025-26 Adopted Budget includes appropriations in the Capital Projects Fund for the Permanent Animal Resource Center Facility. The Animal Resource Center of the Inland Empire will reimburse the City for all Permanent Facility Costs.

BACKGROUND & ANALYSIS: On July 16, 2024, the City Council established the Joint Powers Authority (JPA) partnership with the City of Chino, named the Animal Resource Center of the Inland Empire (ARC), formerly named the West End Animal Services Agency. This decision came after the Inland Valley Humane Society (IVHS) elected not to extend its contract with the City of Ontario. ARC started its operations on July 1, 2025, and is a full-service animal services agency providing both animal control and sheltering services to member agencies.

To address the immediate need for animal sheltering services, ARC established a temporary animal shelter located at 1630 Shearwater Street in Ontario, a 14,873-square-foot concrete tilt-up building,

and a temporary warehouse facility located at 2304 South Baker Avenue, a 13,498-square-foot industrial building, adjacent to the temporary facility. ARC contracted with Miller Architectural Corporation for architectural design services for the temporary facility, as renovations were needed to transform the facility into a functional temporary animal shelter and administrative space.

While these temporary facilities have allowed ARC to maintain uninterrupted services, long-term success requires the development of a permanent, purpose-built facility that can meet community needs for decades to come. While the temporary shelter and supplemental warehouse provide essential stop-gap solutions, they are not designed for sustainable operations.

The City contracted with Miller Architectural Corporation for Phase 1 of the permanent facility design. Miller Architectural Corporation's prior work with ARC has given them a thorough understanding of ARC's service model, operational requirements, and facility challenges. For these reasons, Staff recommends retaining Miller Architectural Corporation for Phase 2 of the permanent facility design. Their established knowledge of ARC's operations, familiarity with the project site, and continuity of service enable them to deliver Phase 2 efficiently and effectively, ensuring progress without disruption.

Funding for this service will be provided by the City of Ontario, with the JPA members paying back the total cost of the permanent Animal Services Center, over a 12-year period beginning once the facility is opened, which is anticipated in late 2027. This funding structure allows for equitable cost-sharing among the member agencies while ensuring efficient allocation of resources for the project. Retaining Miller Architectural Corporation for Phase 2 supports the City's commitment to operational excellence, fiscal responsibility, and the long-term sustainability of the Animal Resource Center of the Inland Empire.

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 DESIGN SERVICES AGREEMENT
BETWEEN THE CITY OF ONTARIO AND
MILLER ARCHITECTURAL CORPORATION

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 Communications & Media Management Consultants, 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 "Design Services Agreement" dated April 1, 2025 ("Agreement").

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to add a scope of service and increase the compensation by $3,116,400, for a new total not-to-exceed amount of $3,235,075.

2.3 Amendment Authority. This Amendment No. 1 is authorized pursuant to Section 3.1 of the Agreement.

3. Terms.

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

Section 3 of the Agreement is hereby amended in its entirety to read as follows:

3.10.1 Consultant's Compensation for Basic Services. City shall pay to Consultant, for the performance of all Services rendered under this Agreement, the total not to exceed amount of **Three Million Two Hundred Thirty-Five Thousand Seventy-Five Dollars ($3,235,075**) ("Total Compensation"). This Total Compensation amount shall be based upon, and may be adjusted according to, the fee schedule and related terms and conditions attached hereto as Exhibit "B" and incorporated herein by reference. The Total Compensation, as may be adjusted upon mutual agreement, shall constitute complete and adequate payment for Services under this Agreement.

3.2 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 DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND MILLER ARCHITECTURAL CORPORATION

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

MILLER ARCHITECTURAL CORPORATION

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

ATTACHMENT A

MILLER
architecture
interiors
planning

September 24, 2025

City of Ontario
303 East B Street
Ontario, CA 91764
Attn: Jordan Villwock, Deputy City Manager

Re: City of Ontario Animal Resource Center of the Inland Empire Shelter

Dear Mr. Villwock:

We are pleased to submit a proposal to provide architectural design services for the estimated 40,000 SF facility for the permanent Ontario Animal Resource Center of the Inland Empire. We understand the project consists of a new 40,000 SF single story building with interior conditioned space and 6,909 SF of covered outdoor space. The proposed new facility shall be designed to fit on the 6.75-acre site located on Edison Ave. between Bon View Ave. and Cucamonga Ave. We understand the scope of work for this project to entail the following:

- Architectural
  - Project management of all facility systems for architecture and engineering services
  - Design, construction documents, bidding services and construction administration for the new 40,000 SF building with all required system components that includes veterinarian clinic, adoption center, education center, administrative spaces, 150 dog and puppy runs, 8 cattery spaces, bunny barn, outdoor pavilion, exercise yard, parking lot and other site improvements..
- Civil engineering includes:
  - Boundary and Topographic Survey
  - Grading plans
  - Street improvement plans
  - Erosion control plans
  - Utility Plans
  - Hydrology Study
  - Water Quality Management Plan (WQMP) and underground chamber design
  - Storm Water Pollution Prevention Plan (SWPPP)
  - Engineering Cost Estimate
- Dry Utility Coordination
  - Dry utility planning
  - Dry utility design
  - Coordination with utility providers
  - Coordination with reviews and approvals
- Geotechnical services
  - Soils testing and evaluation.
  - Percolation testing
- Structural Design Engineering and calculation for all structures, trash enclosure, perimeter walls, and light standard.
- Mechanical Engineering and Title 24 calculations to include HVAC.
- Plumbing Engineering and required clarifier.
- Electrical design, engineering, and Title 24 calculations (electrical plans will include conduit stub and wiring into accessible ceiling space for telephone, computer/data system, and security cameras) including site lighting, EV charging stations.
- AV design and specifications for board room and education center
- Landscape and Irrigation design.
- Fire Alarm Performance Specifications

Arizona
Utah
Nevada
Idaho
California

1177 Idaho Street
Suite 200
Redlands, CA 92374
P 909.335.7400
F 909.335.7299

- Fire Sprinklers Performance Specifications
- Solar Panel / PV System Performance Specifications
- All drawings will be prepared using CAD / BIM/3D software.

We intend to provide the following services:

Task 1 - Project Initiation Fee – The amount of money necessary to start the project

Task 2 - Project Information associated with new site location

1. Project program – Work with Owner's representatives and the end user to develop the final scope of work, conceptual design and budget based on the program requirements and needs of the end user. Review of floor and site plan options prepared by previous architect.
2. Perform Boundary and Topographic survey.
3. Provide geotechnical testing and evaluation of soils conditions.
4. Review of conceptual design, attend pre-design conference to confirm that all issues have been addressed in the program. Architect, Owner's representatives, and the end user shall attend.
5. Work with Owner's representatives and the end user to develop final construction budget, each in terms of each other.
6. Research requirements of local regulatory agencies.
7. Field verify existing premises and observe existing conditions.
8. Prepare drawings illustrating existing conditions.
9. Review Owner's record drawings for impacts on the improvements.
10. Prepare a background site plan and floor plan.

Task 3 - Schematic Design

1. Architect explores any possible alternate designs with regards to specific character of the project.
2. Architect researches and provides a written timeline for all city or regulatory approvals required for the project. This timeline will be used as the basis for development of drawings.
3. Elevation approval and preliminary exterior design documents for both city and Owner's representatives and the end user required compliance.
4. Upon approval of the conceptual site plan and using previous floor plan options as a starting point prepare conceptual floor studies completed to determine compliance with Owner's representatives and the end user requirements.
5. Prepare exterior design concepts of the front view.
6. Based on Owner's comment, make appropriate revisions and prepare final exterior design elevations for all four sides of each building.

Task 4 - Corporate and Government Processing Planning Phase

1. Final meeting with Owner's representatives and the end user to review equipment, furnishings, floor plan, materials and colors, and complete definition of all systems for the project. All final design decisions shall be completed during this phase to prepare final construction documents.
2. Schematic design drawings including site plan, floor plan, building elevations and finish schedule shall be submitted to Owner's representatives and the end user for preliminary review.
3. Prepare documents and applications as required to submit for Planning Approval. This package includes but is not limited to site plans, preliminary floor plan, colored exterior elevations, and preliminary roof plan.
4. Coordinate the preparation of a preliminary grading plan, preliminary storm water management plan, and preliminary landscape plan, each prepared by others.
5. Upon approval of the preliminary site plan, Architect's Landscape Architect will prepare a preliminary planning plan.

Task 5 - Design Development

1. Based on agency conditions of approval and the Owner's approved schematic design, prepare dimensioned site plan, dimensioned floor plan, noted floor plan,

dimensioned exterior elevations, building sections, reflected ceiling plan and roof plan.

2. Prepare information and drawing packages to enable consultants to start work.

Task 5A - Interior Design

1. Coordinate the preparation of finish, furniture and equipment options and prepare FF&E plan based on Owner selections.

Task 6 - Construction Documents

1. Based on planning approval and the approved conceptual design, prepare construction documents to include the following:
   a. Architectural documents
   b. Structural design, engineering, and calculation
   c. Civil design, engineering, and studies
   d. Mechanical, plumbing engineering and Title 24 calculations.
   e. Electrical design, engineering, and Title 24 calculations (electrical plans will include conduit stub and wiring into accessible ceiling space for telephone, computer/data system, and security cameras)
   f. Landscape and Irrigation design.
   g. Fire Alarm Performance Specifications
   h. Fire Sprinklers Performance Specifications
   i. Solar Panel / PV System Performance Specifications
2. Coordinate with Owner's consultants and design build contractors for:
   a. Information Technology: Phones, Internet
   b. Alarms/Security: Fire, Intrusion, Security Cameras
   c. Door Hardware Systems
   d. System Furniture
   e. Equipment, furnishings, shelving, and racks
   f. Solar Panels
3. Consists of preparation of drawings and specifications establishing the requirements of the project. The construction documents (CD's) describe the quality, configuration, size, and relationship of all components to be incorporated into the project. Construction documents must be consistent with the project program, construction budget, and project schedule.
4. Architect submits 50% CD's for review and compliance.
5. Architect submits 50% CD's for interdepartmental review. Comment provided back to Architect would be incorporated in final construction documents.
6. Architect submits 100% completed CD's and specifications to Owner's representatives and the end user for final review prior to bidding and submittal to city building safety review.
7. The CD's and specifications shall serve as basis for obtaining bids from the contractors and used by the contractors to obtain price quotes from subcontractors.
8. Architect shall submit all required plans and specifications to the governing authority to obtain a building permit. Architect shall also pick up, correct, and resubmit subsequent comments that may come from the initial and subsequent building safety submittals.

Task 7 - Government Processing Building Phase

1. Submit documents to government agencies for the purpose of obtaining a building permit.
2. Make required plan check revisions. It is expected that plan check comments will be a reasonable interpretation of the code.

Task 8 - Bidding Assistance – limited to one bid process of no more than 4 weeks – N/A

1. Assist Owner's representatives and the end user in the bidding process including, but not limited to, answering RFIs, questions, clarifications, reviewing alternate equal products, providing written addenda and a meeting with Owner's representatives and the end user and apparent low bid contractor to review contractor's bid and overall scope of work.

Task 9 - Construction Administration

1. Conduct a pre-construction meeting with Owner's representatives and the end user.
2. Review General Contractor's shop drawings and submittals as required.
3. Review and respond to all RFIs during the construction phase.
4. Weekly Owner, Architect, Contractor (OAC) meetings to review overall project status including submittals, change order, pay applications and old/new business.
5. Conduct a final walk through and generate punch list with Owner's representatives and the end user.

Task 10 - Close Out

1. Develop a punch list of outstanding items to be corrected by the Contractor.
2. Assist the Owner in establishing substantial completion.
3. File a notice of completion.

We will provide the above services for the following fees:

Task 1 Project Initiation Fee	$0.00
Task 2 Project Information	$138,975.00
Task 3 Schematic Design	$107,325.00
Task 4 Government Processing Planning Phase	$144,500.00
Task 5 Design Development	$868,450.00
Task 5A Interior Design	$87,275.00
Task 6 Construction Documents	$1,486,925.00
Task 7 Government Processing Building Phase	$49,300.00
Task 8 Bidding Assistance	$24,475.00
Task 9 Construction Administration	$157,800.00
Task 10 Close out	$39,375.00
Sub-total	**$3,104,400.00**
Estimated reimbursable	$12,000.00
Total	**$3,116,400.00**

Reimbursable expenses shall be billed in accordance with the attached fee schedule. Payments on account of services rendered, and for reimbursable expenses incurred, shall be made monthly upon presentation of Architect's statement of services. Collection efforts including liens will be pursued for invoices more than 90 days past due. The Client agrees that the Architect has a lien on any money or property recovered in satisfaction or partial satisfaction of your claim in any matter in which you have retained the Architect. This lien is not limited to fees and costs incurred in the specific matter from which a settlement or judgment arose, but applies to all fees and costs the Client owes the Architect for any legal services provided.

Client grants permission to Miller Architectural Corporation (MAC) to use project information and photos for future marketing purposes. Client agrees that MAC is authorized to re-print or post on social media and company web site any project photos and description in either print or digital format. MAC will not disclose client or company name without prior client approval.

This agreement may, without cause, be terminated by either party upon not less than seven days' written notice. In the event of termination, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses. Architect reserves the right to make the final selection of consultants. The Client permits the Architect to take photographs of the property during construction and upon completion of the work. This Agreement constitutes the full understanding of the terms of the agreement, superseding any prior oral or written understanding, and may not be amended or modified except by a writing signed by both the Architect and Client.

Client responsibilities:

- Access to the site
- Property information / Parcel map
- Agency Fees

The following items are excluded from this proposal:

- Reproduction Costs (except for costs for Architect's in-house use)
- Hazardous Material Testing & Abatement
- Agency Fees
- Construction Related Testing/Reports by owner On-call.
- Street Utilities
- Project Scheduling
- Initial Study and associated studies (Traffic Study, Archaeological, Tribal Cultural Resources, etc.)

If you would like us to proceed, and agree with the above, prepare a Purchase Order and provide a copy for our files. Work on this project will commence after receipt of the signed Purchase Order. Thank you for this opportunity to be of service; we look forward to collaborating with you on the successful completion of this project.

Sincerely,
MILLER

Architectural Corporation

Gary W. Miller, AIA, President
CA License C-14635

Approved by:

_____
Signature Date

2025 FEE SCHEDULE

MILLER ARCHITECTURAL CORPORATION
1177 IDAHO STREET, SUITE 200
REDLANDS, CA 92374
P 909.335.7400

PROFESSIONAL AND TECHNICAL STAFF:

Senior/Founding Principal	$300.00/hour
Principal (Architecture Division)	$231.00/hour
Associate (Architecture Division)	$202.00/hour
Principal (Interiors Division)	$196.00/hour
Senior Project Manager	$180.00/hour
Project Manager	$167.00/hour
Senior Technician	$156.00/hour
Intermediate Technician	$109.00/hour
Junior Technician	$ 98.00/hour
Finance Manager/Executive Assistant	$108.00/hour
Administration Manager/Marketing Director	$105.00/hour
Senior Clerk/Executive Assistant/Office Manager	$102.00/hour
Marketing Assistant/Administrative Assistant	$ 98.00/hour
Secretarial/Clerk/Intern	$ 81.00/hour

MISCELLANEOUS SERVICES

Court/Arbitration Appearance	$358.00/hour
Deposition/First Hour	$389.00/hour
Deposition/Each Additional Hour	$351.00/each additional hour
Archive Retrieval Fee (Flat Fee)	$260.00/flat Fee
Drone Photography/Remote Aerial Survey	$326.00/hour
Returned Check Fee (per incident)	$ 35.00/each
Wire Transfer Fee (per incident)	$ 20.00/each

Overtime for hourly personnel will be charged at the base rate of 1.5 per hour for time in excess of 8 hours per weekday or for work on Saturdays, Sundays and holidays.

EXPENSES:

1. Out of pocket expenses, (i.e. photocopies, film development, shipping, blueprints): cost plus 15%.
2. In-house Services:

Large Format:	$3.10 per 24" x 36" sheet		
Black & White:	$4.00 per 30" x 42" sheet		
Large Format:	$9.28 per 24" x 36" sheet		
Color:	$12.02 per 30" x 42" sheet		
Photocopies:	Black & White:	$0.45 per 8-1/2" x 11"	page
	Black & White:	$0.75 per 11" x 17"	page
	Color:	$2.40 per 8/1/2" x 11"	page
	Color:	$4.05 per 11" x 17"	page
	Black & White	$1.10 per 12" x 18"	page
	Color	$4.75 per 12" x 18"	page
Presentation Materials:	$27.50 per 30 x 40 Foam Board		
CD with Files: $67.95			
Upload Data: $67.95			

3. Mileage: Current IRS Mileage Rate
4. For work which requires overnight lodging, a per diem charge will be made appropriate to the area, based on actual costs.
5. Outside consultants not included in the base fee and plan check fees shall be billed at direct cost plus 15%.

INVOICING

Invoices will be issued either monthly or bi-weekly and are due and payable upon receipt of the invoice, unless otherwise agreed. Interest of 1% per month, but not exceeding the maximum rate allowed by law, will be payable on any amounts not paid within 30 days. Payment thereafter is to be applied first to accrued interest and then to the principal unpaid amount. Attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the client.

CITY OF ONTARIO *Agenda Report* **October 21, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Gil H Mars Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Bonnie Tam, Andrea Ampig Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 12

SUBJECT: **A CONSTRUCTION CONTRACT WITH BERNARDS BROS, INC., AND AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH SMITH-EMERY LABORATORIES, INC., FOR ON-CALL GEOTECHNICAL AND MATERIAL TESTING FOR THE CITY SERVICES BUILDING PROJECT**

RECOMMENDATION: That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute Construction Contract No. D&C22-015 City Services Building with Bernards Bros, Inc., of San Fernando, California, for the construction of the City Services Building in the amount of $42,880,000 plus a 10% contingency of $4,288,000, for a total not-to-exceed contract amount of $47,168,000;
B. Authorize the City Manager, or his designee, to execute Amendment No. 1 to the Professional Services Agreement with Smith-Emery Laboratories, Inc., of Los Angeles, California, for on-call geotechnical and material testing for the City Services Building in the amount of $210,165 for a total not-to-exceed contract amount of $360,165; and
C. Authorize the City Manager, or his designee, to execute all documents required for the completion of the project which may include, but not limited to, agreements, assessments, easements, reduction of retention accounts, contract amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction-related activities.

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

FISCAL IMPACT: The Construction Contract with Bernards Bros, Inc., is $42,880,000 plus a 10% contingency of $4,288,000, for a total not-to-exceed contract amount of $47,168,000. Amendment No. 1 to the Professional Services Agreement with Smith-Emery Laboratories, Inc. is $210,165 for a total not-to-exceed contract amount of $360,165. The Fiscal Year 2025-2026 Adopted Budget includes appropriations in the Capital Projects Fund for the City Services Building Project. If approved, additional appropriations will be included, as needed, in future annual budgets to City Council for consideration and approval.

BACKGROUND & ANALYSIS: On February 21, 2023, the City Council approved an amendment to the Design Services Agreement with HMC Architects for the design of the City Services Building. The City Services Building will be a 3-story, 67,000 square foot administrative building that will accommodate offices for the City Agencies/Departments of Financial Services, Human Resources/Risk Management, Information Technology, Broadband, Community, Life, and Culture, and Community Improvement, as well as a Police substation and the Ontario Public Employees Federal Credit Union (FCU). The construction of the City Services Building is part of the City's Civic Center Expansion project that also includes a new Fire Station No. 1 and Civic Center Parking Structure in downtown Ontario.

On September 17, 2025, nine (9) bids were received for Invitation No. 1931 - D&C22-015 City Services Building. The bids ranged from $42,880,000 to $55,324,000 and are summarized below:

Bidder	**Location**	**Amount**
Bernards Bros, Inc.	San Fernando, CA	$42,880,000
Clark Construction	Irvine, CA	$44,580,909
Swinerton Builders	Santa Ana, CA	$45,610,467
Barnhart-Reese Construction	San Diego, CA	$45,699,192
AMG & Associates	Santa Clarita, CA	$46,600,000
AWI Builders, Inc.	Burbank, CA	$46,921,500
PCL Construction Services, Inc.	Glendale, CA	$47,788,786
Woodcliff Corporation	Los Angeles, CA	$48,582,000
Plyco Corporation	Jurupa Valley, CA	$55,324,000

*Bogh Construction submitted physical bonds but did not formally bid on this project.

Bernards Bros, Inc., of San Fernando, California, submitted the lowest responsible and responsive bid with a base bid of $42,880,000. Based on the bid, credentials, pricing, and favorable reference checks, staff recommends awarding the construction contract to Bernards Bros., Inc. The project has an estimated completion date of June 2027. While neither were the lowest bidder, Clark Construction, Bogh Construction, and Barnhart-Reese Construction did not comply with submitting hard copies and digital copies of the necessary bonds and, therefore, are not eligible to be considered for this project.

On May 2, 2023, the City Council approved a Professional Services Agreement with Smith-Emery Laboratories, Inc. for on-call geotechnical and material testing. A geotechnical engineer is required at the start of the project to assist with site layout, establish excavation levels and perform compaction testing. These tasks ensure that construction can proceed safely and in compliance with the structural and geotechnical requirements. Smith-Emery Laboratories, Inc., has provided the most competitive pricing for a full encompassed scope to complete this upcoming project. Smith-Emery Laboratories, Inc., has provided geotechnical services to the City of Ontario in the past and has a good standing relationship and understands the City’s needs for this project.

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

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

CONTRACT FOR CONSTRUCTION

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

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

ARTICLE 1. SCOPE OF WORK.

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

D&C22-15 CITY SERVICES BUILDING

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

ARTICLE 2. TIME FOR COMPLETION.

Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **525 calendar days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE.

The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **Forty-Two Million Eight Hundred Eighty Thousand Dollars ($42,880,000.00)**. Payment shall be made as set forth in the General Conditions. The City will pay to Contractor compensation based upon the prices set forth in the Bid Schedule.

ARTICLE 4. LIQUIDATED DAMAGES.

Contractor acknowledges that the City will sustain actual damages for each and every Day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City's actual damages. Accordingly, in accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of **$250** for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent the City, in case of Contractor's default, from terminating the Contractor.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.

The "Contract Documents" include the following:

Notice Inviting Bids
Instructions to Bidders
Bid Forms
Bid Acknowledgement
Bid Schedule
Bid Guarantee
Designation of Subcontractors
Information Required of Bidders
Non-Collusion Declaration Form
Iran Contracting Act Certification
Public Works Contractor DIR Registration Certification
Performance Bond
Payment (Labor and Materials) Bond
Contract for Construction
General Conditions
Special Conditions
Specifications
Addenda
Construction Plans and Drawings
Standard Specifications for Public Works Construction "Greenbook", latest edition, Except Sections 1-9
Applicable Local Agency Standards and Specifications, as last revised
Reference Specifications
Approved and fully executed Change Orders
Permits
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. In the event of conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.

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

ARTICLE 7. INDEMNIFICATION.

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

ARTICLE 8. PREVAILING WAGES.

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

ARTICLE 9. FALSE CLAIMS.

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

CITY OF ONTARIO

By: _____
Scott Ochoa
City Manager

ATTEST:

By: _____
Sheila Mautz, City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

Bernard Bros., Inc. dba Bernards, Bernards Bros. Construction, Bernards Bros. Construction Management

By: _____

Its: _____

Printed Name: _____

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

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

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

END OF CONTRACT

CITY OF ONTARIO
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 SMITH-EMERY LABORATIRES, 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 **Smith-Emery Laboratories, Inc.**, a Corporation ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and Consultant have entered into an agreement entitled "Professional Services Agreement" dated May 2, 2023 ("Agreement").

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to add D&C22-015 City Services Annex Building scope of work, increase the compensation by $210,165 and extend the term of contract.

2.3 Amendment Authority. This Amendment No. 1 is authorized pursuant to Section 3.7.14 of the Agreement.

3. Terms.

3.1 Amendment. Section 3.1.1, 3.1.2 and 3.2.1 of the Agreement is hereby amended in its entirety to read as follows:

> "3.1.1 General Scope of Services. Consultant promises and agrees to finish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional material testing and geotechnical engineering services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All services shall be subject to, and performed in accordance with, this

Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations."

"3.1.2 Term. The term of this agreement shall be from **May 2, 2023, to May 2, 2028,** unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than one additional one-year term. Consultant shall complete the Services within the term of this agreement and shall meet any other established schedules and deadlines. The parties may, by mutual, written consent, extend the term of this agreement if necessary to complete the Services."

"3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all services rendered under this agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Three Hundred Sixty Thousand and One Hundred Sixty Five Dollars ($360,165)** without written approval of the City Council or City Manager, as applicable. Extra work may be authorized, and if authorized, will be compensated at the rates and manner set forth in this agreement.

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

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 1. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 1.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

3.4 Severability. If any portion of this Amendment No. 1 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND SMITH-EMERY LABORATORIES, 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

SMITH-EMERY LABORATORIES, INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

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

SMITH-EMERY LABORATORIES, INC.
An Independent Commercial Testing Laboratory, Established 1904

1197 North Tustin Avenue
Anaheim, CA 92807

Phone: (714) 238.6133
info@smithemery.com

City of Ontario
Purchasing Department
303 East "B" Street
Ontario, CA 91764-4196

August 12, 2025

RE: Ontario Services Building - Special Inspections and Geotechnical Engineering Services

Smith-Emery Laboratories, Inc. (SEL) is pleased to present our proposal to provide Material Testing and Geotechnical Engineering Services in support of the City of Ontario (*City*). Our experience and deep knowledge of working with numerous cities across California as well as understanding of the *City's* expectations will be the driving force in meeting or exceeding the requirements.

Specialized Experience – SEL's local workforce consists of 350 Geotechnical and Soil Engineers, Geologists, Inspectors and Technicians assigned to projects based on their credentials and capabilities. They are cross trained and hold multiple certifications including ICC, ACI, Caltrans, DSA, OSHPD and many others allowing us to provide value-for-service, minimizing project costs. We have trained, tested, and field ready technicians giving you the confidence that projects will be fully staffed and ready to respond quickly and efficient to your project needs.

Project Management – Robert Greeley, Operations Manager (Cell: 714.231.2049 rob@smithemerylabs.com) with 40 years of experience at Smith-Emery will be the assigned Project Manager and the main point of contact. Rob's experience has been honed with providing On-Call services for public work agencies, including cities of Upland, Irvine, Anaheim and Fullerton to name a few. Rob will ensure staff is equipped and ready to go, discuss upcoming schedules with project personnel and works closely with the *City's* team to identify staffing needs with an eye on strict adherence to the QA/QC plan. Rob will be supported by Mr. Simon Bittar, PE, Senior Soils Engineer (Cell: 213.792.3030, sbittar@smithemerylabs.com) with over 25 years of experience

Laboratory Capabilities – SEL has two (2) fully accredited local laboratories and resources on the west coast by square footage and volume of tests run, including the largest construction materials testing facility in California owned and operated by a Registered Civil Engineer. On this basis, SEL stands behind testing accuracy and provides the engineering and lab accreditations to assure clients of its testing reliability.

The value provided by selecting Smith-Emery will be a combination of personnel, resources, and efficiency, which include local personnel to service your projects, guaranteed response times, and around-the-clock laboratory resources. Thank you for the opportunity to present our qualifications.

Most Respectfully,

William Partridge, Vice President
Cell: (213) 249.7231 | wpartridge@smithemery.com

Ontario City Services Building **8/12/2025**

City of Ontario

Drawing Date: 5.9.2025

Construction Schedule: Not Available

PROJECT COST ESTIMATE			
SPECIAL INSPECTIONS	**HOURS**	**RATE**	**TOTAL**
Reinforced Concrete - ACI Testing & Sampling - Torque Testing	880	$ 104.00	$ 91,520.00
Founations: Column Spread Footng Pads-Mat Raft Column Grade Beam Footing-Stem Wall and Curbs-Trash Enclosure-Elevator pit Slab and Walls-Slab on Grade-Stair & landings-Site Work-Post Installed Anchor Torques-Embeds-Dowels.			
Steel Field Visual CWI- Welding & Bolting - Side Plate Experience-NDT	608	$ 104.00	$ 63,232.00
Installation and erection of steel framing-side plate bolting at 2nd and 3rd floor level and roof. Troque Testing NDT.			
Fireproofing and Fire Stopping	60	$ 104.00	$ 6,240.00
Fireproofing sample and inspection Periodic/Concurrent with other operations: Periodic Fire Stopping			
Masonry CMU-Placement & Grouting	30	$ 104.00	$ 3,120.00
Periodic/Concurrent Gourting Continous-Trash Enclosure and Misc. Walls			
Steel Shop ADD/ALT	64	$ 65.00	$ 4,160.00
-Material ID- UT NDT of Moment Frame and or CJP Welds			
Stee Shop ADD/ALT	400	$ 65.00	
NON-LA City Approved-Framing & Side Plate Fabrication-Stairs Hand Rails-Material ID			
INSPECTION SUBTOTAL	1,642		**$ 168,272.00**
Overtime Contingency			
Overtime (1.5x)		$ 156.00	
Double-time (2x)		$ 208.00	
MATERIAL TESTING		**UNITS**	
Concrete Compression Test: Concrete Cylinder (ASTM C39) #4300	360	$ 40.00	$ 14,400.00
Mortar / Grout	10	$ 50.00	$ 500.00
Base Plate Grout	12	$ 50.00	$ 600.00
Fireproofing Oven Dry Density #4350	4	$ 65.00	$ 260.00
High Strength Bolts	4	$ 85.00	$ 340.00
MATERIAL TESTING SUBTOTAL			**$ 16,100.00**
ADMINISTRATIVE			
Project Management and Project Engineer	10	$ 150.00	$ 1,500.00
Administration / Reporting / Field Supervision (per invoice)	1	5%	$ 9293.00
SUBTOTAL			**$ 10,793**
Contingency			$ 15,000.00
Estimate Total (Not To Exceed)			**$** 210,165.00

This proposal estimate is based on the Structural Design drawing dated May 9, 2025. The above quantities are assumed for a budget estimate. Client will only be invoiced for all work performed on time and material basis based on Smith-Emery's working conditions and hours. No Travel time and mileage except when required to pick up equipment necessary for the services. We do not bill for any items not performed and all invoices come with corresponding backup. The project proposal assumes that the workday is an eight-hour day, normal conditions will prevail and our work will progress free of any disruptions or unforeseen obstacles. The contractor's construction schedule and manpower allotted will be the overall determining factor for inspection cost and hours for this project. Please note that overtime, schedule changes or increases in inspection requirements are not included, these and other factors beyond our control may affect the projected total. Minimum 4 & 8 hours apply. The prices quoted for All Services will change after June 30th each year. On July first of each year, the charges for services set forth in this Schedule of Fees will be adjusted changes in our general administrative and overhead expenses. These adjusted charges shall become the agreed upon basis for charges by Smith-Emery to Client. Please see the Schedule of Fees for the full list of services, terms and conditions.

CITY OF ONTARIO *Agenda Report* **October 21, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Philip Marino Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Bonnie Tam, Andrea Ampig Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 13

SUBJECT: **A CONSTRUCTION CONTRACT WITH ELEGANT CONSTRUCTION, INC. FOR THE EUCLID AVENUE MONUMENT SIGN PROJECT**

RECOMMENDATION: That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute Construction Contract No. PM 2526-2 with Elegant Construction, Inc., of Irvine, California, for the Euclid Avenue Monument Sign Project in the amount of $597,000 plus a 15% contingency of $89,550 for a total not-to-exceed contract amount of $686,550; and
B. Authorize the City Manager, or his designee, 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, contract amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction-related activities.

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

FISCAL IMPACT: The Construction Contract with Elegant Construction, Inc., is $597,000 plus a 15% contingency of $89,550 for a total not-to-exceed contract amount of $686,550. The Fiscal Year 2025-26 Adopted Budget includes appropriations in the Capital Projects - Euclid Avenue Fund for the Euclid Avenue Monument Sign Project.

BACKGROUND & ANALYSIS: The Euclid Avenue Monument Sign is located at the entrance into the City of Ontario near the I-10 on Euclid Avenue and is a main focal point for all that travel through the City. Enhancing the existing monument sign and infrastructure will provide a clear designation when entering and exiting the City of Ontario.

Improvements will consist of two new monument signs, three new flag poles, a decomposed granite walkway, new lighting, location for a future monument, and new landscape and irrigation.

On August 12, 2025, the City solicited bids for Invitation No. 1940 for Construction Contract No. PM 2526-2 Euclid Avenue Monument Sign Project. Seven (7) bids were received and are listed below:

Vendor	**Location**	**Bid Amount**
Elegant Construction, Inc.	Irvine, CA	$597,000
PUB Construction, Inc.	Diamond Bar, CA	$597,152.71
KASA Construction, Inc.	Chino, CA	$754,754
Metrocell Construction, Inc.	Ontario, CA	$868,000
Environmental Construction, Inc.	Woodland Hills, CA	$879,258
Garcon Construction	Ontario, CA	$944,515
1st California Construction, Inc.	Pasadena, CA	$1,242,000

Elegant Construction Inc., of Irvine, California, submitted the lowest responsible and responsive bid. A formal bid protest was received on September 10, 2025, from KASA Construction, Inc. Staff denied the protest because the protest was related to responsiveness, but there was no basis to conclude that the lowest bidders were not responsive. Based on their credentials, pricing, and favorable reference checks, Staff recommends awarding the Euclid Avenue Monument Sign Project to Elegant Construction, Inc. The project is estimated to be completed in April 2026.

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

PAUL S. LEON
MAYOR

ALAN WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

This Contract for Construction ("Contract"), No. PM 2526-2 is made and entered as of _____, by and between City of Ontario, with its principal place of business at 303 East "B" Street, Ontario, CA 91764, sometimes hereinafter called the "City" and **Elegant Construction Company**, sometimes hereinafter called "Contractor."

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

ARTICLE 1. SCOPE OF WORK.

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

Euclid Ave. Monument Sign Project PM 2526-2

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

ARTICLE 2. TIME FOR COMPLETION.

Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **160 calendar days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE.

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

($597,000). Payment shall be made as set forth in the General Conditions. The City will pay to Contractor compensation based upon the prices set forth in the Bid Schedule.

ARTICLE 4. LIQUIDATED DAMAGES.

Contractor acknowledges that the City will sustain actual damages for each and every Day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City's actual damages. Accordingly, in accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of **$250** for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent the City, in case of Contractor's default, from terminating the Contractor.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.

The "Contract Documents" include the following:

Notice Inviting Bids
Instructions to Bidders
Bid Forms
Bid Acknowledgement
Bid Schedule
Bid Guarantee
Designation of Subcontractors
Information Required of Bidders
Non-Collusion Declaration Form
Iran Contracting Act Certification
Fleet Compliance Certification
Public Works Contractor DIR Registration Certification
Performance Bond
Payment (Labor and Materials) Bond
Contract for Construction
General Conditions
Special Conditions
Specifications
Addenda
Construction Plans and Drawings
Standard Specifications for Public Works Construction "Greenbook", latest edition, Except Sections 1-9
Applicable Local Agency Standards and Specifications, as last revised
Reference Specifications
Approved and fully executed Change Orders
Permits
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. In the event of conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.

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

ARTICLE 7. INDEMNIFICATION.

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

ARTICLE 8. PREVAILING WAGES.

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

ARTICLE 9. FALSE CLAIMS.

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

CITY OF ONTARIO

By: _____
Scott Ochoa
City Manager

ATTEST:

By: _____
Sheila Mautz, City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

Elegant Construction Company

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* **October 21, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Adrian Escamilla Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Bonnie Tam, Andrea Ampig Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 14

SUBJECT: **A CHANGE ORDER TO THE CONSTRUCTION CONTRACT WITH WAKECO, INC. AND AN AMENDMENT TO THE GOODS AND SERVICES AGREEMENT WITH CONSTANT TECHNOLOGIES, INC., FOR THE ONTARIO POLICE DEPARTMENT REAL TIME INFORMATION CENTER AND TENANT IMPROVEMENT PROJECT**

RECOMMENDATION: That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute Change Order No. 6 to the Construction Contract No. D&C23-014 with Wakeco, Inc., of Temecula, California, for the Ontario Police Department (OPD) Real Time Information Center (RTIC) and Tenant Improvement (TI) project in the amount of $207,480 plus a contingency of $361,100 for a new total not-to-exceed contract amount of $4,540,680;
B. Authorize the City Manager, or his designee, to approve Amendment No. 2 to the Goods and Services Agreement with Constant Technologies, Inc., of North Kingstown, Rhode Island, for the OPD RTIC and TI project in the amount of $13,038 for a total not-to-exceed contract amount of $806,743, which includes a previously approved contingency amount of $10,856; and
C. Authorize the City Manager, or his designee, to execute all documents required for the completion of the project which may include, but not limited to, agreements, assessments, easements, reduction of retention accounts, contract amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction-related activities.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)
Maintain the Current High Level of Public Safety

FISCAL IMPACT: Change Order No. 6 to the Construction Contract with Wakeco, Inc., is $207,480 plus a contingency of $361,100 for a new total not-to-exceed contract amount of $4,540,680. Amendment No. 2 to the Goods and Services Agreement with Constant Technologies, Inc., is $13,038 for a total not-to-exceed contract amount of $806,743, which includes a previously

approved contingency amount of $10,856. The Fiscal Year 2025-26 Adopted Budget includes appropriations from the Capital Projects-Measure Q Fund for the OPD RTIC and TI project.

BACKGROUND & ANALYSIS: On August 20, 2024, the City Council approved a Construction Contract with Wakeco, Inc., for the RTIC and TI project. This facility will serve as a central hub for the City of Ontario, integrating various streams of data, including video surveillance, audio feeds, and real-time information from multiple sources. By consolidating these resources into one centralized location, the RTIC will allow OPD to monitor and respond to incidents more efficiently and effectively. As the work progressed, Wakeco, Inc., encountered multiple unexpected issues including a concrete cooler slab area which needed to be demolished, various infrastructure and electrical changes, additional anchoring for the storefront, design changes to an air conditioning unit, changes to remove and replace office tile and carpet, and installation of access controls for the doors. Additionally, there are other anticipated changes to the project scope including additional data drops, and missing air conditioning duct work in the motorcycle garage that have been identified during construction. Staff recommends approving Change Order No. 6 and the additional contingency to address the unforeseen changes to the project scope and any other unforeseen items for the remaining duration of this project which may occur.

On November 21, 2023, the City Council approved a Goods and Services Agreement with Constant Technologies, Inc., to provide the equipment for the RTIC and TI project. Constant Technologies, Inc., is uniquely qualified to combine turnkey display wall deployment, technology integration and custom analyst workstations, all specific to RTIC buildouts. If approved, Amendment No. 2 will include additional cabling for the monitors and wall mounted cabinet sections for the RTIC and TI project.

This work is exempt from competitive bidding under applicable law because competitive proposals work an incongruity and are unavailing as affecting the final result, competitive proposals do not produce any advantage, and it is practically impossible to obtain what is required and to observe such form, (Graydon v. Pasadena Redevelopment Agency (1980) 104 Cal. App. 3d 631, 636- 637), because the work identified could not have been ascertained prior to commencement of work, the pricing is on fair and reasonable terms pursuant to the change order provisions of the underlying contract, and bidding the work as a separate contract would result in greater expense to the public.

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 GOODS AND SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND CONSTANT TECHNOLOGIES, INC.

1. Parties and Date.

This Amendment No. 2 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and **Constant Technologies, Inc.**, a Corporation (Contractor). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and Contractor have entered into an agreement entitled "Goods and Services Agreement" dated November 21, 2023 ("Agreement").

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to set forth in Amendment No. 2 – Attachment A and increase the not-to-exceed compensation amount by $13,038. The Parties have heretofore entered into that Amendment No. 1 dated February 19, 2025.

2.3 Amendment Authority. This Amendment No. 2 is authorized pursuant to Section 12.17 of the Agreement.

3. Terms.

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

> "3.1 Compensation. Vendor shall receive compensation, including authorized reimbursements, for all Goods provided and Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Seven Hundred Ninety-Five Thousand Eight Hundred Eighty–Seven Dollars ($795,887)** without written approval of City's designee. 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 deleted in its entirety and replaced with Attachment A attached hereto and incorporated herein by reference.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No 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. 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. 2.

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

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

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 2 TO THE GOODS AND SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND CONSTANT TECHNOLOGIES, INC.

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

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

CONSTANT TECHNOLOGIES, INC.

By: _____

Its: _____

Printed Name: _____

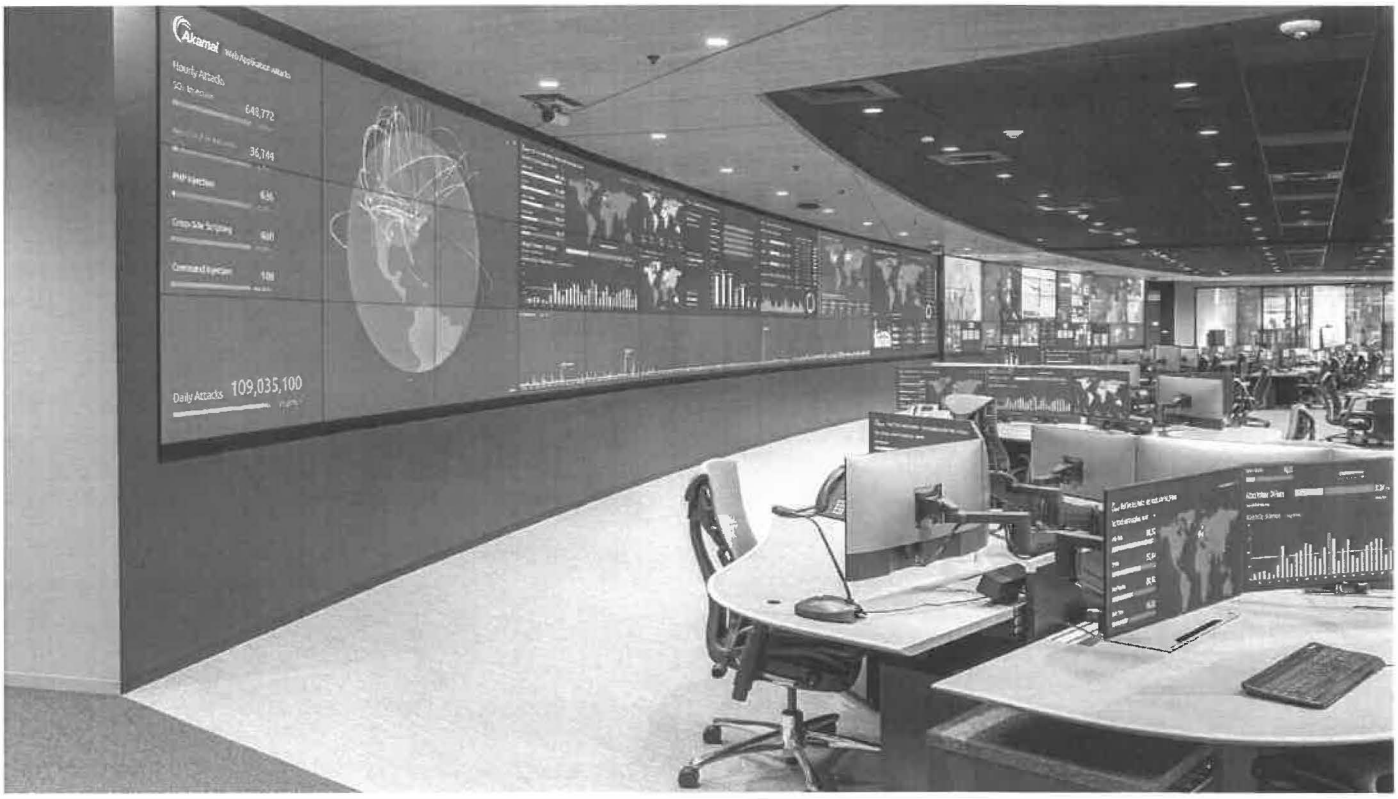
By: _____

Its: _____

Printed Name: _____

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

Your Trusted Partner for *Video Wall* Solutions & Control Room *Furniture*



RTCC - Radio Hub Add On

Quote#: 16775

Ontario Police Department

2500 S Archibald Ave,
Ontario, CA 91761

Prepared By

Thomas Rivera | t.rivera@constanttech.com | 401-294-7171 x 111

Issue Date: 9/26/2025
Expiration Date: 10/26/2025

Executive Summary

Constant Technologies is a global leader in mission-critical operations center design and implementation, with over 40 years of experience and thousands of successful integrations worldwide. We simplify the complexities of building and managing command and control centers, allowing our clients-such as Meta, CVS Health, Boeing, and the U.S. Department of Defense-to focus on their core operations while we handle the intricacies of design, installation, and support.

We start with understanding your unique needs and vision. Our team simplifies this complex process by offering end-to-end solutions, from initial architectural planning to advanced AV system integration, custom console design, and 24/7 support. Dedicated project managers oversee every phase, ensuring smooth execution and a seamless experience for our clients. By managing every detail-from site surveys and engineering to installation and testing-we allow our clients to focus on their core mission while we ensure their operations centers perform flawlessly.

Commitment to Quality:
Our commitment to quality goes beyond delivering cutting-edge solutions. At Constant Technologies, we ensure every project is completed on time, within budget, and exceeds client expectations. With decades of experience and a deep understanding of mission-critical environments, we manage every aspect of your project with precision, ensuring a seamless experience from start to finish.

Industries Served:

- **Public Safety:** Real-time crime centers (RTCCs), emergency operations centers (EOCs)
- **Federal:** Command and control solutions for defense and national security
- **Technology:** Advanced security operations centers for leading tech firms
- **Healthcare:** Patient care and mission control command centers
- **Finance:** Global threat protection and security operations
- **Loss Prevention:** Cybersecurity and physical security operations centers
- **Fleet Operations:** Centralized fleet monitoring systems

At Constant Technologies, we remove the complexity of operations center management so you can focus on what matters most: your mission. With our expert team managing every phase of the process, you can be confident that your operations center will perform flawlessly, 24/7.

Certifications



Add connectivity for OFE Radio Hub PC to Haivsion system with point to point USB keyboard and mouse extension for control.

Constant TECHNOLOGIES, INC.

Your Trusted Partner for *Video Wall* Solutions & Control Room *Furniture*

Material

Item Id	Description	Unit Price	Total
	USB Extender for Radio Hub Control		
Ext-60-1471-13	USB Extender Plus R	$870.00	$870.00
Ext-60-1471-12	USB Extender Plus T	$870.00	$870.00
Log-920-008671	Logitech MK540 Advanced	$59.99	$59.99
	Cables and Adapters		
Ctg-50620	10ft/3M HDMI to HDMI Mini Cable w/ Eth	$19.99	$19.99
Ctg-28103	3M USB 2.0 A/B CBL BLK	$7.99	$7.99
Ext-26-752-01	USBC-HDF4K60/0.5	$178.00	$178.00
Material-Total:			**$2,005.97**

Net Sale :	$2,005.97
Sales Tax (8.75%) :	$175.52
Your Price :	$2,181.49

Accepted by: _____ **Date:** 9/26/25

Constant Technologies Inc | 125 Steamboat Ave | North Kingstown | RI | 02852 | Tel. 401-294-7171 | Fax. 401-294-7505

Disclaimer

CONSTANT TECHNOLOGIES requires the following items prior to providing a firm schedule: • PURCHASE ORDER • SIGNED DRAWINGS • ACCEPTED TERMS • APPROVED FINISHES • DOWN PAYMENT • LOGISTICS INFORMATION SHEET

Parts and final quantities are subject to change post contract award during 100% design review.

CONSTANT TECHNOLOGIES Standard Payment Terms for Invoicing (Taxes Excluded Unless Otherwise Noted):

- **Payment Schedule To Be Determined**

For all purchase orders and inquiries, please contact:

Finance Department
Constant Technologies, Inc.
Tel: 401-294-7171

Purchase Orders:
Please send all purchase orders to **orders@constanttech.com.**

Payments:
All payments should be directed to **finance@constanttech.com**.

Headquarters Address:
125 Steamboat Avenue
North Kingstown, RI 02852
Office Phone: (401) 294-7171
Fax Number: (401) 294-7505
Website: www.constanttech.com

GSA Contract # GS-03F-073GA
Federal Tax ID# 22-2503954
Dun & Bradstreet# 04-933-5102
NAICS Code: 334310
Cage Code: 1MDG8
Company Type: Corporation
State of Incorporation: New Jersey
Date of Incorporation: October 24, 1983

TECHNOLOGY AND HARDWARE LIMITED WARRANTY:

- Constant Technologies warrants to the original purchaser that the equipment sold as part of the integrated audio-visual system will be free of material and manufacturing defects for one year from the date of shipment, and/or transfer of ownership.
- This warranty is made only to the original purchasing entity, and only for the equipment as installed by Constant Technologies technicians.
- Warranty coverage terminates when changes, reconfigurations, or relocations are made to the equipment without the consent and supervision of Constant Technologies.
- Warranty coverage of an item also terminates when the original purchaser sells, transfers, or otherwise disposes of a covered item.
- Constant Technologies will arrange for the replacement of any warranted parts found to be defective within the terms of the warranty.

THIS TECHNOLOGY AND HARDWARE LIMITED WARRANTY DOES NOT COVER:

- Damage to equipment, or equipment malfunction, due to external causes.
- Examples include, but are not limited to accident, abuse, misuse, electrical power failure or malfunction, incorrect environmental conditions, or other Acts of God.
- Lack of compatibility with signals and/or hardware other than previously approved by, or supplied by, Constant Technologies, Inc.
- Labor, travel, and shipping expenses necessitated by faulty equipment.

CONSOLE AND TECHNOLOGY FURNITURE LIFETIME WARRANTY:

- Constant Technologies warrants to the original purchaser that our Consoles and Technical Furniture will be free from defects in workmanship, given normal use and care, for the lifetime of their use.
- Textiles, decorative trim and electrical components are warranted to be free from defects in materials and workmanship for a period of one

year from date of initial shipment. Electric lifting columns are warranted to be free from defects in materials and workmanship for a period of five years from the date of initial shipment. Paint finishes are warranted to be free from defects for five years from date of initial shipment.

- This warranty applies only to products manufactured by Constant Technologies, and is made only to original purchasers acquiring products through our dealers or directly from Constant Technologies.
- Warranty coverage ends when the original purchaser sells, transfers or otherwise disposes of a covered item.
- Constant Technologies will repair or replace, at its sole discretion, any parts of the warranted products found to be defective within the terms of the warranty.

THIS CONSOLE AND TECHNOLOGY FURNITURE LIFETIME WARRANTY DOES NOT COVER:

- Damage due to external causes, including accident, abuse beyond specified tolerances, misuse, problems with electrical power, improper application, negligence or installation by parties other than Constant Technologies and its authorized dealers.
- Damage occurring during unloading or after delivery when the buyer purchases consoles only and does not use professional installation services provided by Constant Technologies or its authorized dealers.
- Changes, reconfiguration, or relocation made to the equipment without the consent and supervision of Constant Technologies.
- Customer's Own Material (COM) specified by the customer that is not a standard Constant Technologies offering
- Color, grains, or texture of laminate and other covering materials due to natural variations over which Constant Technologies has no control.

There are no other warranties except as expressly set forth above, neither express or implied, including any warranty of merchantability or fitness for any particular purpose. We specifically exclude and will not pay consequential or incidental damages under this warranty.

Proposal #
Est. 15563

Ontario Police Department RTCC - Rear Storage Cabinets and Monitor Arm Change - SK14

Ontario Police Department

2500 S Archibald Ave
Ontario CA 91761

Prepared for:
Adrian Escamilla
Project Manager

Prepared by:
Thomas Rivera

Issued Date:
07/25/2025

Equipment [$9,982.64]

Item ID	Description	Qty	Sell	Total
MONITOR ARMS FOR NEW LAYOUT				
OEM-CTI-MON-7500	Articulating Monitor Arm - 27" Extension with Beam Mounting Bracket & 100x100 VESA Plate	4	$498.98	$1,995.92
OEM-CTI-MON-9130-D-28	Pole Mount Monitor Arm - Double Tier Pole, (2) 18" Extension Arms with SBeam Mounting Bracket & 100x100 VESA Plates	16	$499.17	$7,986.72
Equipment Sub Total				**$9,982.64**

Item Total:	$9,982.64
Discount:	$0.11
Your Price:	**$9,982.53**
Sales Tax:	$873.47
Total:	**$10,856.00**

Accepted by: _____

Constant Technologies Inc | 125 Steamboat Ave | | North Kingstown | RI | Tel. 401-294-7171 | Fax. 401-294-7505

Disclaimer

CONSTANT TECHNOLOGIES requires the following items prior to providing a firm schedule: • PURCHASE ORDER • SIGNED DRAWINGS • ACCEPTED TERMS • APPROVED FINISHES • DOWN PAYMENT • LOGISTICS INFORMATION SHEET

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GSA Contract # GS-03F-073GA
Federal Tax ID# 22-2503954
Dun & Bradstreet# 04-933-5102
NAICS Code: 334310
Cage Code: 1MDG8
Company Type: Corporation
State of Incorporation: New Jersey
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·Constant Technologies warrants to the original purchaser that our Consoles and Technical Furniture will be free from defects in workmanship, given normal use and care, for the lifetime of their use.

·Textiles, decorative trim and electrical components are warranted to be free from defects in materials and workmanship for a period of one year from date of initial shipment. Electric lifting columns are warranted to be free from defects in materials and workmanship for a period of five years from the date of initial shipment. Paint finishes are warranted to be free from defects for five years from date of initial shipment.

·This warranty applies only to products manufactured by Constant Technologies, and is made only to original purchasers acquiring products through our dealers or directly from Constant Technologies.

·Warranty coverage ends when the original purchaser sells, transfers or otherwise disposes of a covered item.

·Constant Technologies will repair or replace, at its sole discretion, any parts of the warranted products found to be defective within the terms of the warranty.

THIS CONSOLE AND TECHNOLOGY FURNITURE LIFETIME WARRANTY DOES NOT COVER:

·Damage due to external causes, including accident, abuse beyond specified tolerances, misuse, problems with electrical power

improper application, negligence or installation by parties other than Constant Technologies and its authorized dealers .

·Customer's Own Material (COM) specified by the customer that is not a standard Constant Technologies offering

·Color, grains, or texture of laminate and other covering materials due to natural variations over which Constant Technologies has no control.

There are no other warranties except as expressly set forth above, neither express or implied, including any warranty of merchantability or fitness for any particular purpose. We specifically exclude and will not pay consequential or incidental damages under this warranty.

Constant Technologies Inc | 125 Steamboat Ave | | North Kingstown | RI | Tel. 401-294-7171 | Fax. 401-294-7505

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

PAUL S. LEON
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SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
CHANGE ORDER

Project: D&C23-014 OPD Real – Time Information & T.I. Improvements

Change Order Number: 6

Contract Date: 8/20/2024

Change Order Date: 10/2/25

To: Wakeco Inc.
42020 Winchester Rd.
Temecula, California 92590
Contact: Gavin Wakefield

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

The Contract is changed as follows:

PCO #033: Telecommunications changes per IB002	$ 27,502.18
PCO #036R1: Changes to AC -9 per RFI # 65R1	$ 31,669.65
PCO #037: IDF 1607 UPS per RFI	$ 148,307.74

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

NOT VALID UNTIL SIGNED BY OWNER

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

The original Contract Price was	$ 3,611,000.00
Net change by previously authorized Change Orders	$ 361,099.20
The Contract Price prior to this Change Order was	$ 3,972,099.20
The Contract Price will be changed by this Change Order in the amount of	$ 207,479.57
The new Contract Price including this Change Order will be	$ 4,179,578.77

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

The Contract Time will be: increased ☐ decreased ☒ unchanged ☐ by	0	Days
The Contract Time prior to this Change Order was	485	Days
The new Contract Time including this Change Order will be	485	Days

Attachments: PCO#033, PCO#036R1, & PCO#037

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

Accepted:

(Signature) Gavin Wakefield, President	Date

Approved:

(Signature) Tito Haes, Executive Director Public Works	Date

Approved: N/A

(Signature) Scott Ochoa, City Manager	Date

(BB&K 2020)
46700.00100\33457526.1

CITY OF ONTARIO *Agenda Report* **October 21, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Utilities Prepared By: Chris Bonadurer Staff Member Presenting: Scott Burton, Utilities General Manager Reviewed By: Dennice Raygoza, Courtney Jones, Michael Sigsbee Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 15

SUBJECT: **A RESOLUTION APPROVING AMENDMENT NO. 6 TO THE CHINO BASIN DESALTER AUTHORITY JOINT EXERCISE OF POWERS AGREEMENT**

RECOMMENDATION: That the City Council adopt a Resolution approving Amendment No. 6 to the Chino Basin Desalter Authority Joint Exercise of Powers Agreement (JPA) with the Chino Basin Desalter Authority (CDA), subject to non-substantive changes and approval by all CDA Member Agencies; and authorize the City Manager to execute the Amendment.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner
Pursue City's Goals and Objectives by Working with Other Governmental Agencies
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

FISCAL IMPACT: If approved, this action will authorize the CDA to provide a stipend and reimbursement of reasonable expenses to members of its Board of Directors, including those serving on committees, councils, or other official bodies as determined by the Board of Directors and approved by Resolution. The current stipend is $150 per meeting. Amendment No. 6 is not anticipated to have a significant impact on the overall cost of desalter water. There is no impact to the General Fund.

BACKGROUND & ANALYSIS: The City is a member of the CDA, which jointly exercises powers to own, operate, and maintain water desalting facilities (Chino I and II Desalters). These facilities include two treatment plants, thirty groundwater wells, over forty miles of pipeline, and various product water distribution facilities (pump stations, reservoirs, and interconnections), and provide 35,200 acre-feet of drinking water per year for its members.

Current members of the CDA include the Jurupa Community Services District (JCSD), Inland Empire Utilities Agency (IEUA), Western Municipal Water District (WMWD), Santa Ana River Water Company (SARWC), and the cities of Chino, Chino Hills, Norco, and Ontario.

On August 21, 2001, the City Council approved a JPA Agreement forming the CDA. On May 1, 2025, the CDA Board of Directors approved the proposed JPA Amendment No. 6, which authorizes the CDA to provide a stipend to each member of its Board of Directors, including those serving on committees, councils, or other official bodies, for their participation in meetings, as determined by the Board and approved by Resolution. In addition, Directors and alternate Directors are eligible for reimbursement of reasonable expenses incurred while conducting official CDA business. The governing bodies of each of the Member Agencies must approve JPA Amendment No. 6 by Resolution in order for it to become effective.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF ONTARIO, CALIFORNIA, APPROVING AMENDMENT NO. 6 TO JOINT EXERCISE OF POWERS AGREEMENT CREATING THE CHINO BASIN DESALTER AUTHORITY.

WHEREAS, a Joint Exercise of Powers Agreement ("Original Agreement") creating the Chino Basin Desalter Authority ("CDA") was made and entered into as of the 25th day of September, 2001 by and among the Jurupa Community Services District ("JCSD"), the Santa Ana River Water Company ("SARWC"), the cities of Chino ("Chino"), Chino Hills ("Chino Hills"), Norco ("Norco") and Ontario ("Ontario") and the Inland Empire Utilities Agency ("IEUA") (collectively the "Original Members" and individually, an "Original Member"); and

WHEREAS, Amendment No. 1 to the Original Agreement ("Amendment No. 1") was entered into by the Original Members as of December 11, 2001; and

WHEREAS, Amendment No. 2 to the Original Agreement ("Amendment No. 2"), dated as of October 30, 2008, was entered into by the Original Members and Western Municipal Water District, a California water district ("WMWD"; the Original Members and WMWD are collectively referred to herein as the "Members"); and

WHEREAS, the Members entered into Amendment No. 3 to the Original Agreement ("Amendment No. 3"), dated as of February 18, 2010; and

WHEREAS, the Members entered into Amendment No. 4 to the Original Agreement ("Amendment No. 4"), dated on or about March 21, 2012; and

WHEREAS, the Members entered into Amendment No. 5 to the Original Agreement ("Amendment No. 5"), dated on or about July 20, 2013; and

WHEREAS, the Original Agreement, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, and Amendment No. 5 is referred to herein as the "Agreement"; and

WHEREAS, the Members now desire to enter into Amendment No. 6 to Joint Exercise of Powers Agreement creating the Chino Basin Desalter Authority ("Amendment No. 6") to authorize the CDA Board of Directors to set the stipend to be paid to each Director or Alternate Director by resolution, as more particularly described in Exhibit A hereto.

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

1. The recitals set forth above are true and correct.
2. Amendment No. 6 attached hereto as Exhibit A is hereby approved.
3. The City Manager, or their designee, and any other proper officer of the City

of Ontario, are each hereby authorized and directed to execute and deliver Amendment No. 6 and any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper to approve, authorize and/or implement Amendment No. 6 and this Resolution.

4. Unless the context clearly requires otherwise, all terms used herein and not otherwise defined shall have the meanings given such terms in Amendment No. 6.

5. This Resolution shall take effect immediately.

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

PASSED, APPROVED, AND ADOPTED this 21st day of October 2025.

_____
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. 2025- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held October 21, 2025 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. 2025- duly passed and adopted by the Ontario City Council at their regular meeting held October 21, 2025.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

Exhibit A

AMENDMENT NO. 6 TO
JOINT EXERCISE OF POWERS AGREEMENT
creating the
CHINO BASIN DESALTER AUTHORITY

AMENDMENT NO. 6 to
JOINT EXERCISE OF POWERS AGREEMENT
creating the
CHINO BASIN DESALTER AUTHORITY

WHEREAS, a Joint Exercise of Powers Agreement ("Original Agreement") creating the Chino Basin Desalter Authority ("CDA") was made and entered into as of the 25th day of September, 2001 by and among the Jurupa Community Services District ("JCSD"), the Santa Ana River Water Company ("SARWC"), the cities of Chino ("Chino"), Chino Hills ("Chino Hills"), Norco ("Norco") and Ontario ("Ontario") and the Inland Empire Utilities Agency ("IEUA") (collectively, the "Original Members" and individually, an "Original Member"); and

WHEREAS, Amendment No. 1 to the Original Agreement ("Amendment No. 1") was entered into by the Original Members as of December 11, 2001; and

WHEREAS, Amendment No. 2 to the Original Agreement ("Amendment No. 2"), dated as of October 30, 2008, was entered into by the Original Members and Western Municipal Water District, a California water district ("WMWD"; the Original Members and WMWD are collectively referred to herein as the "Members"); and

WHEREAS, the Members entered into Amendment No. 3 to the Original Agreement ("Amendment No. 3"), dated as of February 18, 2010; and

WHEREAS, the Members entered into Amendment No. 4 to the Original Agreement ("Amendment No. 4"), dated on or about March 21, 2012; and

WHEREAS, the Members entered into Amendment No. 5 to the Original Agreement ("Amendment No. 5"), dated on or about July 20, 2013; and

WHEREAS, the Original Agreement, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, and Amendment No. 5 is referred to herein as the "Agreement"; and

WHEREAS, the Members now desire to enter into this Amendment No. 6 to Joint Exercise of Powers Agreement creating the Chino Basin Desalter Authority ("Amendment No. 6") to authorize the CDA Board of Directors to , as more particularly described below.

NOW THEREFORE, the Members hereto agree that the Agreement shall be amended as follows:

1. Section 2.6 of the Agreement is hereby amended, restated and superseded by the following:

> **Stipend.** The CDA shall pay a stipend to each of the Members of the Board, including each ex-officio Member, in the amount(s) and for attendance at such meeting(s) as determined by the Board of Directors by Resolution. In addition, a Director or alternate Director shall be reimbursed for reasonable expenses incurred in the conduct of the business of the CDA.

2. Initially capitalized terms used herein without definition shall have the meanings ascribed to them in the Agreement.

3. Except as expressly set forth in herein, nothing in this Amendment No. 6 shall constitute an amendment to any other provision of the Agreement.

IN WITNESS WHEREOF, the Members have executed this Amendment No. 6 to Joint Exercise of Powers Agreement creating the Chino Basin Desalter Authority as of the dates set forth below.

CITY OF ONTARIO

DATED: _____ **BY:** _____
CITY MANAGER

DATED: _____ **ATTESTED:** _____
CITY CLERK

_____
APPROVED AS TO FORM

JURUPA COMMUNITY SERVICES DISTRICT

DATED: _____ **BY:** _____
PRESIDENT

DATED: _____ **ATTESTED:** _____
SECRETARY

_____
APPROVED AS TO FORM

CITY OF CHINO

DATED: _____ **BY:** _____
MAYOR

DATED: _____ **ATTESTED:** _____
CITY CLERK

_____
APPROVED AS TO FORM

CITY OF CHINO HILLS

DATED: _____ **BY:** _____
MAYOR

DATED: _____ **ATTESTED:** _____
CITY CLERK

_____
APPROVED AS TO FORM

CITY OF NORCO

DATED: _____ **BY:** _____
MAYOR

DATED: _____ **ATTESTED:** _____
CITY CLERK

_____
APPROVED AS TO FORM

SANTA ANA RIVER WATER COMPANY

DATED: _____ **BY:** _____
PRESIDENT

DATED: _____ **ATTESTED:** _____
SECRETARY

_____
APPROVED AS TO FORM

INLAND EMPIRE UTILITIES AGENCY

DATED: _____ **BY:** _____
PRESIDENT

DATED: _____ **ATTESTED:** _____
SECRETARY

_____
APPROVED AS TO FORM

WESTERN MUNICIPAL WATER DISTRICT

DATED: _____ **BY:** _____
PRESIDENT

DATED: _____ **ATTESTED:** _____
SECRETARY

_____
APPROVED AS TO FORM

STATE OF CALIFORNIA)
) SS.
COUNTY OF SAN BERNARDINO)

CITY OF ONTARIO *Agenda Report* **October 21, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Housing Prepared By: Albert Ramirez Department: Prepared By: Albert Ramirez Staff Member Presenting: Helen McAlary, Executive Director Community Life and Culture Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 16

SUBJECT: **A RESOLUTION APPROVING THE FILING OF AN APPLICATION FOR GRANT FUNDING FROM THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES - BEHAVIORAL HEALTH CONTINUUM INFRASTRUCTURE PROGRAM ROUND 2**

RECOMMENDATION: That the City Council take the following action:

A. Adopt a Resolution approving the filing of an application for $25 million in grant funds from the California Department of Health Care Services Behavioral Health Continuum Infrastructure Program Phase 2 for the Ontario Wellness Campus.
B. Authorize the City Manager or designee to execute any documents or agreements needed to complete the application and implement the grant; and
C. If awarded, accept funding of $25 million from the California Department of Health Care Services.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Pursue City's Goals and Objectives by Working with Other Governmental Agencies
Focus Resources in Ontario's Commercial and Residential Neighborhoods
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

FISCAL IMPACT: The Ontario Wellness Campus Phase 2, as described below, is expected to cost approximately $69 million. There is the potential of 38% of the project's development costs to be covered if this grant is received. If awarded Behavioral Health Continuum Infrastructure Program grant funding, the City expects to finish all required financial and conceptual steps, including the issuance of bonds and execution of agreements, by December 2027. If the grant is awarded, the revenues and appropriations will be included in a future quarterly budget report to City Council for approval.

BACKGROUND & ANALYSIS: As part of the City of Ontario's ongoing commitment to addressing homelessness and expanding essential services, the City has identified a critical need for a dedicated facility that offers both emergency housing and comprehensive supportive services. In response, the City

is developing the Ontario Wellness Campus, a centralized, full-service facility designed to support Ontario's homeless and vulnerable populations.

This innovative campus will provide a wide range of services, including emergency and transitional housing, behavioral health and substance use disorder treatment, medical care, case management, workforce development, and housing placement assistance. By bringing these services together in one place, the Wellness Campus will serve as a hub to address the root causes of homelessness, improve public health outcomes, and reduce reliance on costly emergency systems.

The Ontario Wellness Campus is being developed in two phases to meet both immediate and long-term community needs:

Phase 1 is currently under construction and scheduled for completion by November 1, 2025. It focuses on rehabilitation of the Ontario Motor Inn. Once complete, this facility will offer shelter beds, transitional housing, case management, and basic healthcare support. This phase ensures rapid access to shelter and essential services for individuals experiencing homelessness.

Phase 2 will expand the site to support long-term recovery and integrated care. It will include the development of additional emergency beds, a fully equipped medical clinic, sobering beds for crisis stabilization, and a multipurpose facility that will offer job training, group counseling, and community programs. This phase will also introduce a dedicated outpatient substance use treatment program with individual and group counseling rooms, medication-assisted treatment, and recovery support services.

Upon the completion of both phases, the Ontario Wellness Campus will become a comprehensive care environment, supporting individuals from crisis through recovery and toward long-term stability.

To complete Phase 2 of the Ontario Wellness Campus, the City is pursuing funding opportunities from federal, state, and county-level resources. One key opportunity that aligns with the goals of the Ontario Wellness Campus is the Behavioral Health Continuum Infrastructure Program (BHCIP), a California state initiative administered by the Department of Health Care Services (DHCS). BHCIP is designed to expand behavioral health treatment capacity, prioritize underserved and vulnerable populations, increase access to community-based crisis and residential treatment, and promote integration with housing and supportive services. The program provides capital funding for projects that increase local capacity for emergency housing, mental health and substance use treatment through construction, renovation, and facility development.

The Ontario Wellness Campus is well-aligned with these goals. The facility will serve high-need individuals, particularly those experiencing homelessness with co-occurring mental health and substance use conditions, offering housing, mental health, primary care, and recovery services on a single campus. The City of Ontario is requesting $25 million in BHCIP funding to support Phase 2 of the Ontario Wellness Campus. This funding will complete the campus development, enabling construction of a medical clinic, sobering center, multipurpose facility and expanded emergency shelter beds. These critical investments will strengthen the continuum of care for individuals experiencing homelessness with co-occurring mental health and substance use disorders, and will reduce reliance on emergency rooms, decrease jail bookings, and address unsheltered homelessness.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AUTHORIZING SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA STATE DEPARTMENT OF HEALTH CARE SERVICES (DHCS) FOR FUNDING UNDER THE BEHAVIORAL HEALTH CONTINUUM INFRASTRUCTURE PROGRAM ROUND 2 (2025): UNMET NEEDS; THE EXECUTION OF A STANDARD AGREEMENT IF SELECTED FOR SUCH FUNDING AND ANY AMENDMENTS THERETO; AND ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE BHCIP ROUND 2: UNMET NEEDS PROGRAM.

WHEREAS, the City of Ontario ("Applicant"), a municipal corporation, wishes to apply for and receive an allocation of funds through the BHCIP Round 2: Unmet Needs Program; and

WHEREAS, the California Department of Health Care Services, through its contractor Advocates for Human Potential, Inc. ("Department"), has issued a Request for Applications, dated May 30, 2025 ("RFA"), for the Bond BHCIP Round 2 (2025) Unmet Needs Program ("Program"), pursuant to California Welfare and Institutions Code sections 5965-5967.01 ("Behavioral Health Infrastructure Bond Act of 2024"); and

WHEREAS, the City of Ontario wishes to submit an application to obtain from DHCS an allocation of BHCIP Round 2: Unmet Needs funds in a total amount not to exceed twenty-five million dollars ($25,000,000) for eligible activities as further described herein and in the application; and

WHEREAS, to qualify for allocation of funds through the Program, the City of Ontario must provide documentation supporting their ability to apply for and obtain funds;

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

1. Incorporation of Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution as though fully set forth herein.

2. Authority to Apply for Funding. The City of Ontario is authorized and directed to submit to DHCS, an application to participate in the BHCIP Round 2: Unmet Needs Program to request a funding allocation, in an amount not to exceed $25,000,000, for the following activity: To complete the construction of the Ontario Wellness Campus, which will provide critical services to address the unmet needs of individuals struggling with mental health and substance abuse disorders including many from the unhoused population in the City of Ontario.

3. Authority to Execute Program Funding Agreement. If the Application is approved, Applicant is hereby authorized and directed to enter into, execute, and deliver a Program Funding Agreement for the total award amount, and all other documents required or deemed necessary or appropriate to secure

the Program grant funds from the Department and to participate in the Program, including all amendments thereto (collectively, the "Program Documents").

4. Use of Funding. Applicant acknowledges and agrees that it shall be subject to the terms and conditions specified in the Program Funding Agreement. Any and all activities, expenditures, information, and timelines represented in the Application are enforceable through the Program Funding Agreement. Funds are to be used for the allowable expenditures and activities identified in the Program Funding Agreement. If the application for funding is approved by DHCS, the City of Ontario hereby agrees to use the BHCIP funds for eligible activities in the manner presented in the application, as approved by DHCS, and in accordance with the program regulations.

5. Authorization of City Manager or Designee. The City Council of the City of Ontario authorizes the City Manager or Designee to execute, in the name of the City of Ontario, the application to participate in the BHCIP Round 2: Unmet Needs Program, the Program Funding Agreement, and all other documents required by DHCS for participation in the BHCIP Round 2: Unmet Needs Program, and amendments thereto.

6. Effective Date. This Resolution will take effect immediately upon its adoption.

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

PASSED, APPROVED, AND ADOPTED this 21st day of October 2025.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST, BEST & KREIGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2025- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held October 21, 2025 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. 2025- duly passed and adopted by the Ontario City Council at their regular meeting held October 21, 2025.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

CITY OF ONTARIO *Agenda Report* **October 21, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Police Department Prepared By: Michael Gracia Staff Member Presenting: Mike Lorenz, Chief of Police Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 17

SUBJECT: **A PROFESSIONAL SERVICES AGREEMENT WITH UNIVERSAL PROTECTION SERVICE, LP, DBA ALLIED UNIVERSAL SECURITY SERVICES, FOR JAIL FACILITY STAFFING SUPPORT SERVICES**

RECOMMENDATION: That City Council authorize the City Manager, or his designee, to execute a Professional Services Agreement for up to five years with Universal Protection Service, LP, dba Allied Universal Security Services of Irvine, California, for jail facility staffing and support services for a not-to-exceed agreement amount of $4,735,387.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Maintain the Current High Level of Public Safety
Operate in a Businesslike Manner

FISCAL IMPACT: The agreement includes a not-to-exceed amount of $4,735,387 over a five-year term, with an optional two-year extension included. The Fiscal Year 2025-26 Adopted Budget includes appropriations in the General Fund for jail facility staffing and support services. The first three years of the agreement include a combined not-to-exceed total of $2,661,880. Appropriations for future fiscal years of the agreement will be included in the respective future fiscal years' budget to be submitted for consideration by City Council for approval. A fifteen percent increase in the agreement diminishes the need for a revision due to any increase in the City's needs for jail facility staffing and support services.

BACKGROUND & ANALYSIS: The Ontario Police Department's jail facility and its associated support services, including inmate booking, temporary custodial holding, and transportation to the West Valley Detention Center, are essential to the department's operational efficiency. These services save thousands of staff hours annually by enabling patrol officers to return to the field promptly and focus on their core law enforcement duties.

On October 1, 2020, the City entered into an agreement with Universal Protection Service, LP, dba Allied Universal Services (Allied), which is set to expire on October 31, 2025. In anticipation of this, the City solicited proposals through the City's Request for Proposal (RFP) management system (RFP #1949) on September 22, 2025. Allied was the sole qualified respondent.

Allied meets the standards established by the California Board of Corrections and holds accreditation from the American Correctional Association. The company has consistently demonstrated its ability to deliver high-quality, professional services that align with the operational needs of the Police Department.

Based on Allied's satisfactory performance, meeting the criteria set forth in RFP #1949, and providing the best value to the City in price, expertise, and experience, Staff unanimously recommends entering into a new agreement. The proposed term is for an initial three-year time frame with two, one-year extensions contingent upon all necessary documents being submitted to the City and final approval from the City's Risk Management Department.

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
TREASURER

SCOTT OCHOA
CITY MANAGER

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND UNIVERSAL PROTECTION SERVICE, LP DBA ALLIED UNIVERSAL SECURITY SERVICES

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 **Universal Protection Service, LP dba Allied Universal Security Services,** a **Limited Partnership,** with its principal place of business at **450 Exchange, Irvine, CA, 92602** ("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 for **Jail Facility Staffing & Support Services** to public clients, is licensed in the State of California, and is familiar with the plans of City.

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 **Jail Facility Staffing & Support 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 **November 1st, 2025** to **October 31st, 2028** unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than

two (2) additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Two Million, Six Hundred Sixty-One Thousand, Eight Hundred Eighty Dollars and Zero Cents ($2,661,880.00**) 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:.

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

3.3.6 Consultant's Representative. Consultant hereby designates **Steve Claton, 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 **$5,000,000** per occurrence and no less than **$10,000,000** 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 **$5,000,000** combined limit for each occurrence.

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

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with

limits of not less than **$2,000,000.** Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

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

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

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

(C) 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.

(D) 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.

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:	**Universal Protection Service, LP dba Allied Universal Security Services,** a **Limited Partnership** 450 Exchange Irvine, CA, 92602 **ATTN: Steve Claton, President**
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 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 UNIVERSAL PROTECTION SERVICE, LP DBA ALLIED UNIVERSAL SECURITY SERVICES

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 of Ontario

Approved as to Form:

Best Best & Krieger LLP
City Attorney

Attested By:

City Clerk

UNIVERSAL PROTECTION SERVICE, LP DBA ALLIED UNIVERSAL SECURITY SERVICES

*If Corporation, Two Signatures, President Or Vice President And Secretary Or Treasurer Required

By: _____

Its: Regional President

Printed Name: Steve Claton

By: _____

Its: _____

Printed Name: _____

EXHIBIT "A"
SCOPE OF SERVICES

The City requires the services of a qualified security and staffing company to provide Custody Officer support for the City's jail facility. The City, through the Police Department, will maintain complete operational control and management of the facility. The selected vendor will provide staffing services under the City's direction, ensuring coverage and compliance with all applicable laws, regulations, and OPD policies.

1. STAFFING OF THE JAIL FACILITY

1.1 Coverage: The vendor shall provide qualified Custody Officers to maintain 24/7 coverage, including holidays, with a minimum of one (1) Custody Officer per shift. Vendor agrees to staff and operate the Jail Facility in compliance with all Minimum Standards, and in accordance with the policies and procedures set forth in the OPD Policy manual, providing 168 hours of coverage per week, including holidays.

1.2 Certification: Custody Officers must meet or exceed all California Board of State and Community Corrections standards, as well as any additional City requirements. By responding to this Request for Proposal, Vendor agrees to absorb any/all costs associated with these requirements.

1.3 Employee Background Checks: Vendor shall institute a procedure for performing background checks. Pre-employment screenings must be completed at the vendor's expense, with documentation provided to the City. By responding to this Request for Proposal, Vendor agrees to absorb any/all costs associated with these requirements.

1.3.1 *Employment/Qualifications Verification:* Conduct a five (5) year employer background check to verify the applicant was not terminated for other than honorable circumstances and verify any periods of unemployment.

1.3.2 *Education:* Conduct a review of the schools attended by the applicant to verify completed educational level. Validate all references made to completing an "Equivalency Test" for High School level.

1.3.3 *Drugs:* Conduct a random drug screening test to verify non-usage of drugs. Applicants who are narcotics offenders or use dangerous drugs or use alcohol to an excessive degree will be disqualified.

1.3.4 *Reference Check:* Conduct a minimum of three personal reference checks including a home visit with spouse, partner and/or neighbors.

1.3.5 *DMV Check:* Respondent shall provide California Department of Motor Vehicles (DMV) reports on all prospective employees to City for review. City shall establish minimum driving requirements for any Respondent employee who will be driving any City vehicle, which must be adhered to by the Respondent and its Employees.

1.3.6 *Credit Check:* Conduct a standard credit check to determine financial responsibility and interview all raters who have given a negative review to determine the cause of said negative review.

1.3.7 *Psychological Review:* Conduct a Minnesota Multiphasic Personality & Intelligence Test (MMPI) to determine moral integrity and mental stability of applicant. The psychological evaluation shall be conducted by a clinical psychologist acceptable to the City.

1.3.8 *Fingerprints:* The applicant's fingerprints must be processed through Livescan for California Department of Justice and NCIC/FBI clearance. Fingerprinting and processing of applicant to obtain clearances shall be performed by the City, with the required Department of Justice fees paid by Respondent. Fingerprinting must be completed, and clearances received prior to applicant working in the City Jail Facility.

1.3.9 *Background*: Proposer shall provide copy of completed background check to the City for final review. Proposer shall re-open background investigations at the City's request prior to final hiring decision.

1.4 Vacancies: Vendor shall immediately fill any vacancy arising out of sickness, vacation, and/or termination with a Custody Officer from Vendor's personnel that have met the qualifications set forth in the Agreement and have been pre-approved by the City's technical Representative. If Vendor is required to pay overtime to fill such a vacancy, the overtime shall be paid by the Vendor.

1.4.1 *City Coverage*: If the Proposer is unable to fill the vacancy with an acceptable replacement Custody Officer, the City reserves the right to fill the vacancy with authorized Department personnel. In this event, the Proposer shall be billed for the hours worked by Police personnel at a rate equal to the City's fiscal years' fully burden rate of a Police Corporal. Fiscal Year 2025-26's current rate of a Police Corporal is $152.25.

1.4.2 *Staffing List*: Vendor shall maintain a Jail Facility Staffing List, which would include Custody Officers that have been previously approved by the Personnel and Training Division. The Vendor shall raise issues to the Temporary Holding Facility Manager including the back-up staff of Custody Officer that will be maintained and available to replace regularly scheduled staff that may be absent for reasons of illness, vacations, or other reasons.

1.5 Scheduling: Scheduling of Vendor's own Custody Officers will be the responsibility of the Vendors and in accordance with the minimum staffing requirement outlined in this section. The schedule of the assigned employees of the Vendor acting in a Custody Officer capacity will be determined by mutual agreement with the Temporary Holding Facility Manager.

1.6 Termination: The City has the right to remove any Employee or Vendor from the Jail Facility temporarily or permanently upon written notice to Vendor, and at its sole discretion, provided such removal is in accordance with applicable law. Advance notice shall be given by the City to Vendor whenever reasonably possible.

2. JAIL OPERATIONS

2.1 Operations: Custody Officers must be capable of working independently and as part of a team while following all OPD policies and applicable Minimum Standards.

2.2 OPD Policy Manual: City will provide complete Ontario Police Department Policy sections of the Policy Manual relating to all jail operations, policies, and procedures, including field operations affecting Jail operations, medical and emergency provisions. All applicable provisions set forth in the OPD Policy Manual will be completely followed and strictly adhered to by Employees of the Vendor. The Custody Officers will forward any questions, clarification, or interpretation issues to the attention of the on-duty Watch Commander in the absence of the Temporary Holding Facility Manager.

2.3 Specified Duties and Obligations: Proposer's duties and obligations, including the duties and obligations of its Employees, shall be set forth in detail in the Proposer's Policy Manual. In general, these shall include, but are not limited to, the performance of the services set forth below in accordance with the applicable Minimum Standards. Additional services may include, but not limited to, assisting OPD picking up arrestees from special details such as checkpoints, saturations or Multi Enforcement Team (MET) probation details.

2.3.1 Staffing Plan: Proposer shall provide intake, housing and release processing which shall include one (1) Jail Supervisor, one (1) Jail Lead, eight (8) Jail Officers and one (1) part-time Jail Officer (Custodial Personnel).

2.3.2 Custodial Personnel Duties:

a. Sign into the jail logbook at the start of your shift

b. Complete key log

c. Conduct jail inspection

d. Receive pass down from previous shift

e. Transport or cite release arrestees

f. Process incoming arrestees: complete intake, medical screening, classification property and PREA forms. (Sobering form as applicable)

g. Jail must be kept clean and organized throughout shift

h. Provide pass down to oncoming officer(s)

2.3.3 Custodial Supervisor Duties:

a. Responsible for all jail operations.

b. Management of jail personnel.

2.4 Disciplinary Rules and Regulations: Proposer shall impose discipline through rules, regulations, and orders pursuant to a disciplinary system meeting or exceeding the applicable Minimum Standards set forth in the OPD Policy manual. Proposer shall provide the City a copy of the Proposer's disciplinary policies and procedures and any applicable employee "code of conduct." Proposer shall require the Proposer's Employees adhere to the Police Department's Code of Conduct and such document shall be incorporated into Proposer's rules and regulations pertaining to Employee conduct. In the event that an Employee of the Proposer is deemed to have been engaged in misconduct or has committed a violation any law, rule, or established procedure, the City shall request the Proposer to begin disciplinary action against the Employee for said violation or misconduct. The City, at its sole discretion, reserves the right to immediately remove any employee of the Proposer without cause, provided that the request is made in writing and is in accordance with applicable law.

2.5 Safety: Proposer's Employees shall maintain the Jail Facility in compliance with the OPD Policy manual and all applicable Minimum Standards relative to safety.

2.6 Security: Proposer's Employees shall be responsible for providing security for all Inmates in accordance with the OPD Policy manual and all applicable Minimum Standards while they are inside the Jail and/or when being transported by Proposer's Employees. The Proposer's Employees will be responsible for inmate security until such time as the inmate is properly transferred and taken into custody of the San Bernardino County Sheriff's Office, another Law Enforcement Agency, West Valley Detention Center, authorized criminal justice agency, or any Court authorized agency or entity.

2.7 Records: All inmate and jail facility documents and records generated under the scope of this Agreement are the property of the City and shall remain with the City. The Employees of the Proposer are prohibited from removing any inmate or Jail facility document, record, or copy thereof, except when required to execute a duty or responsibility as mandated by this Agreement. Nor shall Employees of the Proposer remove from the Jail Facility or release to any third party, any inmate, housing, or Jail Facility document, record or hard copy thereof (whether it is a physical copy, electronic copy or copy by any other means such as a photograph) without the express written approval of the Department's Custodian of Records. Any violation of this section shall result in the immediate removal of the employee, a request by the City for disciplinary action by the Proposer against the employee, and criminal or civil prosecution if appropriate. Proposer shall require each Employee to sign a document agreeing to abide by the provisions set forth herein in this paragraph. Proposers Employees shall generate and maintain all inmate records in accordance with established Department procedures and the applicable Minimum Standards.

2.8 Maintenance: City shall maintain the physical structure of the Jail and all City owned tangible personal property contained therein, in accordance with the applicable Minimum Standards. Proposer will complete routine cleaning, and will in so doing, maintain, preserve and keep the Jail in a good working order and sanitary condition, subject to normal wear and tear, and will, from time to time, make or cause to be made, all necessary and proper repairs, replacements and renewals of cleaning equipment. City shall have responsibility for all repairs, replacements and renewals related to the physical structure of the Jail and the Police Department Building systems located outside the Jail (such as electrical supply, hot water heaters, sewers, etc.), and structural conditions or defects of either building which affect the Jail.

2.9 Vehicle Maintenance and Insurance: City shall self-insure and maintain City owned vehicles used by Proposer. Proposer shall obtain and maintain liability insurance for all Proposer's Employees if they are driving City's vehicles. Proposer will indemnify and hold City harmless for any accidents, damages, injuries and claims, caused solely or comparatively by Proposer's Employees. All Proposer's Employees using any vehicle in connection with the services provided under this Agreement shall have a valid California Driver's License, which shall be available for inspection by City.

2.10 Uniforms: Proposer shall establish a policy, subject to approval of the City, prescribing a standard uniform for its Employees including shirts, pants, belts, jackets, and associated uniform articles of clothing that are normally and routinely issued to corrections officers. Proposer shall provide such uniform items to its Employees either directly or through uniform allowance.

2.11 Emergencies: In case of local, state or federal emergency, Proposer agrees to require and ensure that its Employees will report for duty to the Jail Facility pursuant to the City's emergency response procedures.

2.12 Training: Employees assigned to the Jail Facility shall participate in all City training exercises as directed by the OPD Professional Standards Unit.

2.13 Investigation: In case of a Professional Standards Unit investigation, an internal investigation, a formal or informal investigation, or other similar investigation, Proposer shall require (as a condition of employment to Proposer) that Employee will comply with the requests of the Department or any third party for statements, testimony or other similar acts.

2.14 Personal Communication Devices: All personal cell phones and/or electronic devices used while on-duty and/or in the jail facility are subject to the provisions of the department's "Personal Communication Devices" policy.

2.15 Inmate Related Meals/Supplies: Proposer shall issue a Procurement or credit card with a reasonable established limit to the Jail Supervisor to be used for the purchase of meals or supplies for inmates. Proposer must pre-authorize other purchases for jail operations.

2.16 Transition and Coordination: If applicable, the vendor shall provide a detailed transition plan to ensure seamless continuation of services from any previous provider.

EXHIBIT "B"
SCHEDULE OF SERVICES

ALL SERVICES WILL BE PROVIDED AS OUTLINED EXHIBIT “A” BASED ON THE PRICES LISTED IN EXHIBIT “C”.

EXHIBIT "C"
COMPENSATION

City of Ontario

Jail Facility Staffing & Support Services

Rate Card and Total Spend- **Year 1**

Site	Post	HPW	Wage Rate	Bill Rate	Holiday/OT Rate	Annual Cost
Ontario PD- 2500 S Archibald Av, CA	Custody Officer Supervisor- Regular	40	$ 35.50	$ 54.03	$ 81.05	$ 112,384.48
Ontario PD- 2500 S Archibald Av, CA	Custody Officer Shift Lead- Regular	40	$ 26.50	$ 40.33	$ 60.50	$ 83,892.64
Ontario PD- 2500 S Archibald Av, CA	Custody Officer- Regular	320	$ 21.00	$ 31.96	$ 47.94	$ 531,847.68
Ontario PD- 2500 S Archibald Av, CA	Part TimeCustody Officer- Regular	16	$ 21.00	$ 31.96	$ 47.94	$ 26,592.38
Sub-Total		416				$ 754,717.18

Direct Bills (Estimate)	Annual Cost
Holiday Premium Portion	$ 7,152.00
Training	$ -
Vehicle	$ -
Equipment	$ -
Vacation	$ -
Health Insurance	$ -
Sub-Total	$ 7,152.00
Grand Total	**$ 761,869.18**

City of Ontario

Jail Facility Staffing & Support Services

Rate Card and Total Spend- **Year 2**

Site	Post	HPW	Wage Rate	Bill Rate	Holiday/OT Rate	Annual Cost
Ontario PD- 2500 S Archibald Av, CA	Custody Officer Supervisor- Regular	40	$ 36.74	$ 56.10	$ 84.14	$ 116,692.16
Ontario PD- 2500 S Archibald Av, CA	Custody Officer Shift Lead- Regular	40	$ 27.43	$ 41.89	$ 62.83	$ 87,122.88
Ontario PD- 2500 S Archibald Av, CA	Custody Officer- Regular	320	$ 21.74	$ 33.20	$ 49.80	$ 552,398.08
Ontario PD- 2500 S Archibald Av, CA	Part TimeCustody Officer- Regular	16	$ 21.74	$ 33.20	$ 49.80	$ 27,619.90
Sub-Total		416				$ 783,833.02

Direct Bills (Estimate)	Annual Cost
Holiday Premium Portion	$ 7,403.58
Training	$ -
Vehicle	$ -
Equipment	$ -
Vacation	$ -
Health Insurance	$ -
Sub-Total	$ 7,403.58
Grand Total	**$ 791,236.60**

City of Ontario

Jail Facility Staffing & Support Services

Rate Card and Total Spend- **Year 3**

Site	Post	HPW	Wage Rate	Bill Rate	Holiday/OT Rate	Annual Cost
Ontario PD- 2500 S Archibald Av, CA	Custody Officer Supervisor- Regular	40	$ 38.03	$ 58.26	$ 87.39	$ 121,184.96
Ontario PD- 2500 S Archibald Av, CA	Custody Officer Shift Lead- Regular	40	$ 28.39	$ 43.49	$ 65.24	$ 90,465.44
Ontario PD- 2500 S Archibald Av, CA	Custody Officer- Regular	320	$ 22.50	$ 34.47	$ 51.71	$ 573,580.80
Ontario PD- 2500 S Archibald Av, CA	Part TimeCustody Officer- Regular	16	$ 22.50	$ 34.47	$ 51.71	$ 28,679.04
Sub-Total		416				$ 813,910.24

Direct Bills (Estimate)	Annual Cost
Holiday Premium Portion	$ 7,662.60
Training	$ -
Vehicle	$ -
Equipment	$ -
Vacation	$ -
Health Insurance	$ -
Sub-Total	$ 7,662.60
Grand Total	**$ 821,572.84**

Hours based on best estimate of hours as described in RFP. Should hours vary, or if additional services are needed, the hourly rates above would apply.

CITY OF ONTARIO *Agenda Report* **October 21, 2025**	**SECTION:** **CONSENT CALENDAR**
Department: Information Technology Prepared By: Samantha Robles Staff Member Presenting: Colin Fernandes, Executive Director Information Technology Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 18

SUBJECT: AUTHORIZE THE RENEWAL OF THE CITY'S BUSINESS INTELLIGENCE AND DATA VISUALIZATION PLATFORM, SISENSE, INC.

RECOMMENDATION: That the City Council authorize the City Manager, or his designee, to execute a renewal with Sisense, Inc., of New York, NY, for licensing, and increasing the subscription amount by $108,000 for a one-year term, for a total subscription amount not-to-exceed $499,286.

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

FISCAL IMPACT: The Fiscal Year 2025-26 Adopted Budget includes appropriations from the Information Technology Fund for annual subscription licensing. The proposed renewal increases the authorized not-to-exceed amount of $391,286 by $108,000 for a total subscription amount not-to-exceed of $499,286. The fixed billing rates will determine the amount charged for services and reflect the actual services provided. If approved, appropriations will be added to the future fiscal years' budgets for City Council consideration, consistent with the annual budget adoption process.

BACKGROUND & ANALYSIS: Sisense is the City's current business intelligence and data visualization platform, used by multiple departments to create dashboards, reports, and data analyses that support operational and strategic decision-making. Since its implementation in 2020, the City has renewed Sisense licensing annually, and Sisense has provided users with access to near real-time data from a variety of City systems, helping staff improve service delivery and track key performance indicators. To maintain access to dashboards and reporting tools that are actively used across departments, Staff recommends City Council approval to renew and increase the subscription amount by $108,000, for a not-to-exceed subscription amount of $499,286.

sisense Sales Order Confidential

Customer: City of Ontario
Attn: Nina Kaivan-Mehr
Id: 0Q0CPQ64199
Sales Manager: Greggory Schwartz

Sisense, Inc.
1359 Broadway, 4th Fl,
New York
NY 10018
USA

City of Ontario - 2026 Renewal_w_specialterms_copy
Subscription Period: January 01, 2026 - December 31, 2026

January 01, 2026 - December 31, 2026

Product	Qty
Sisense Fusion Analytics - Essentials Package - Sisense Cloud *Package Includes*: *- Fusion Analytics - For use in 1 Production Instance* *- 20GB Elasticube Production Capacity* *- 10 Viewer Users* *- 5 Admins/Designers*	1
Additional 20GB Elasticube Production Capacity - Sisense Cloud	1
Additional 80GB Elasticube Production Capacity Discount Pack - Sisense Cloud	2
Additional Admin/Designer Users	19
Additional Viewer Users	289
Natural Language Package	1
Full White Labeling	1
Marketplace Add-On - Report Manager	1
Net Total Product Fees	**$107,935.18**

Proposal Summary:

Grand Total: $107,935.18

Payment Terms:

- Payment Due: Net 30 from invoice date.
- All prices specified in this Sales Order are stated in US Dollars unless otherwise expressly stated. Invoice/Billing Currency: USD

Agreement Details:

- The terms and conditions of the underlying Master Subscription Agreement (or OEM License Agreement, End User License Agreement, or Customer Agreement, as applicable, including all addendums and any amendments thereto) between Sisense and Customer which was incorporated in the last Sales Order concluded by Sisense and Customer prior to this Sales Order (the "Agreement") shall govern and be incorporated in this Sales Order. Capitalized terms used in this Sales Order and not defined herein shall have the meanings ascribed to such terms in the Agreement.

Special Terms:

- The third sentence of Section 11.1 of the Agreement is hereby replaced with the following: At the end of the Initial Term, and at the end of each Renewal Term thereafter if any, this Agreement shall not be renewed unless the parties hereto agree in writing to a renewal of this Agreement (each such agreement, a "Renewal Term").
- Section 12.9 of the Agreement is hereby replaced with the following: **Governing Law.** The Sales Order specifies the applicable Sisense entity that is a party to this Agreement. This Agreement and all matters arising out of or in connection with it shall be construed and enforced in accordance with, and governed by, the substantive laws of the State of California, United States, without regard to the conflict of laws principles thereof. The parties hereby expressly submit to the exclusive jurisdiction of the courts located in State of California, United States for resolution of all disputes arising under the terms of or in connection with this Agreement (including non-contractual claims) and irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. Sisense shall have the right to seek a preliminary, interim or preventative injunction in respect of any breach of its Intellectual Property Rights in any jurisdiction and court. The application of the United Nations Convention of Contracts for the International Sale of Goods is

expressly excluded

- During the term of this Agreement Sisense shall maintain in full force and effect the following insurance coverage:

(i) Commercial General Liability insurance with limits of no less than $1 million per occurrence and $2 million as an annual aggregate, including, but not limited to, products and completed operations;(ii) Workers' Compensation insurance in compliance with all statutory requirements;(iii) Umbrella insurance with limits of no less than $10 million per claim and $10 million as an annual aggregate; and(iv) Cyber-Liability insurance with limits of $10 million per claim and $10 million as an annual aggregate. Sisense will provide, upon reasonable request, a certificate of insurance evidencing all such coverage.

Upon reasonable request by Customer, Customer shall be named as additional insureds on all such policies except under clause (ii) above (included via vicarious liability language in the Cyber Liability/Technology Liability Policy). Sisense is authorized to transact business in the state of California. Licensor will provide Licensee with at least thirty (30) days prior written notice of any cancellation of such insurance.

General Terms:

- This Sales Order shall be considered binding when fully executed by the Customer. The parties agree that if Customer provides a purchase order to Sisense, Customer's purchase order is provided for Customer's internal purposes only. Customer's signature herein constitutes acceptance of the terms in this Sales Order and the Agreement notwithstanding anything written to the contrary in the purchase order.
- If Customer's actual use exceeds the subscription license(s) granted in this Sales Order (as applicable), Customer will use good faith efforts to reduce usage so that it conforms to such usage limits. Customer may be invoiced in arrears for such excess use at the rate listed in the Additional Purchase Options set forth above, if applicable (or, if no Additional Purchase Options apply, at Sisense's then-current rates).
- Training: Sisense Academy training webinars are included.
- The prices stated above do not include any potential taxes that may apply to this

transaction. Any such taxes will be applied to the invoice issued in accordance with the Agreement. If your organization is exempt from payment of such taxes, you must submit the required exemption certificate(s) to accounting-usa@sisense.com, otherwise all such taxes will apply.

- Sisense accepts payments through wire transfers, ACH and check. ACH/wire transfer information will be attached to the invoice. Credit cards cannot be accepted at this time.
- Offer valid until: October 29, 2025.

To proceed, please sign this Sales Order.

Purchase Order Information

Will the Customer issue a Purchase Order for the Products or Services set forth in this Sales Order?

_____

If yes, please provide us your signed PO and complete the following. If no, please enter "n/a".

PO Number: _____ PO Amount: _____

Billing Contact Information

Contact Name: _____

Contact Email: _____

Contact Phone: _____

* Invoice will be issued and emailed to the contact email above

Customer Details and Approval

Company Legal Name: _____

Billing Address: _____

Billing City: _____

Billing State: _____

Billing Country: _____

Billing Zip/Postal Code: _____

Name of Approver: _____

Title: _____

Email: _____

You hereby represent that you are an authorized representative of Customer, and are authorized to commit Customer for all terms and conditions in this Sales Order, and you acknowledge that Sisense relies on such representation in its agreement to accept this Sales Order.

Date Signed: _____ Signature: _____

CITY OF ONTARIO *Agenda Report* **October 21, 2025**	**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: 19

SUBJECT: **A PUBLIC HEARING TO CONSIDER A DEVELOPMENT CODE AMENDMENT FILE NO. PDCA25-002 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. PDCA25-002, a Development Code Amendment revising and clarifying certain provisions of Chapters 2.0 (Administration and Procedures), 4.0 (Permits, Actions, and Decisions), and 6.0 (Development and Subdivision Regulations) 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
Pursue City's Goals and Objectives by Working with Other Governmental Agencies
Focus Resources in Ontario's Commercial and Residential Neighborhoods

FISCAL IMPACT: There is no direct fiscal impact 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 Division 2.02, Table 2.02-1: Review Matrix for Fair Housing and Reasonable Accommodations. The proposed revision establishes the Planning Director as the approval authority for requests for accommodations under the Religious Land Use and Institutionalized Persons Act of 2000 (RLUIPA); however, the Zoning Administrator remains the approval authority for requests for fair housing accommodations.
- Revise Division 4.03 – Ministerial (Administrative) Permits and Decisions to revise Section

4.03.060: Fair Housing and Reasonable Accommodations to include RLUIPA. Under RLUIPA, deviations or exceptions to the Development Code may be allowed if applying a regulation would substantially burden someone's religious exercise, such as that of a person, religious assembly, or institution, unless the imposition of the burden is the least restrictive way to furthering a compelling governmental interest.

- Amend Division 6.01 – District Standards and Guidelines, Table 6.01-8: Commercial Zoning District Development Standards to include table Note No. 6 identifying that development standards applicable to projects within the CCS (Convention Center Support Commercial) zoning district may be subject to the Minor Adjustments/Alterations process under Section 4.02.020(C) of this Development Code.

The proposed provisions of the Development Code Amendment are shown in Attachment A (Development Code Amendment) of the appended Ordinance. 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 September 23, 2025, the Planning Commission conducted a public hearing and voted 6-0 to recommend the City Council consider and approve File No. PDCA25-002, 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. 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.

CITY OF ONTARIO PLANNING DEPARTMENT

PLANNING COMMISSION AGENDA REPORT

September 23, 2025

303 East B Street, Ontario, California 91764 Phone: 909.395.2036 / Email: PlanningDirector@OntarioCA.gov

FILE NO.: PDCA25-002

SUBJECT: A public hearing to consider Development Code Amendment revising and clarifying certain provisions of Chapters 2.0 (Administration and Procedures), 4.0 (Permits, Actions, and Decisions), and 6.0 (Development and Subdivision Regulations) 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. PDCA25-002), 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 (31,789 acres) of land, which is generally bordered by Benson Avenue and Euclid Avenue on the west; Interstate 10 Freeway, Eighth Street, and Fourth Street on the north; Etiwanda Avenue and Hamner Avenue on the east; and Merrill Avenue and the San Bernardino County/Riverside County boundary on the south. 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 Division 2.02, Table 2.02-1: Review Matrix for Fair Housing and Reasonable Accommodations. The proposed revision establishes the Planning Director as the approval authority for requests for accommodations under the Religious Land Use and Institutionalized Persons Act of 2000 (RLUIPA); however, the Zoning Administrator remains the approval authority for requests for fair housing accommodations.

Case Planner:	Thomas Grahn, Principal Planner
Planning Director Approval:	
Submittal Date:	N/A

Hearing Body	*Date*	*Decision*	*Action*
PC	9/23/2025	Approval	Recommended
CC 1st reading	11/4/2025		Introduction
CC 2nd reading	11/18/2025		Final Action

(2) Revise Division 4.03 – Ministerial (Administrative) Permits and Decisions to revise Section 4.03.060: Fair Housing and Reasonable Accommodations to include RLUIPA. Under RLUIPA, deviations or exceptions to the Development Code may be allowed if applying a regulation would substantially burden someone's religious exercise, such as that of a person, religious assembly, or institution, unless the imposition of the burden is the least restrictive way to furthering a compelling governmental interest.

(3) Amend Division 6.01 – District Standards and Guidelines, Table 6.01-8: Commercial Zoning District Development Standards to include table Note No. 6. This note authorizes the City Manager to modify development standards that further the public benefit for projects located within the CCS (Convention Center Support Commercial) zoning district in the Ontario Sports Empire.

The proposed provisions of the Development Code Amendment are shown in Attachment A (Development Code Amendment) of the appended resolution. Any provisions proposed for deletion are shown in red strikeout text (~~Abcdefg~~) and all additions are shown in blue 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 and Zone Change is exempt from the requirements of the California Environmental Quality Act (CEQA) and the guidelines promulgated thereunder, pursuant to Section 15061(b)(3) of the CEQA Guidelines, in that the activity is covered by the commonsense exemption (general rule) that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

RESOLUTION NO. PC25-044

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ONTARIO, CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL APPROVE FILE NO. PDCA25-002, A DEVELOPMENT CODE AMENDMENT REVISING AND CLARIFYING CERTAIN PROVISIONS OF CHAPTERS 2.0 (ADMINISTRATION AND PROCEDURES), 4.0 (PERMITS, ACTIONS, AND DECISIONS), AND 6.0 (DEVELOPMENT AND SUBDIVISION REGULATIONS) OF THE CITY OF ONTARIO DEVELOPMENT CODE, AND MAKING FINDINGS IN SUPPORT THEREOF.

WHEREAS, THE CITY OF ONTARIO (Applicant) has initiated an Application for the approval of a Development Code Amendment, File No. PDCA25-002 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 (31,789 acres) of land, which is generally bordered by Benson Avenue and Euclid Avenue on the west; Interstate 10 Freeway, Eighth Street, and Fourth Street on the north; Etiwanda Avenue and Hamner Avenue on the east; and Merrill Avenue and the San Bernardino County/Riverside County boundary on the south; and

WHEREAS, 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 Religious Land Use and Institutionalized Persons Act of 2000 (RLUIPA) protects religious exercise by prohibiting land use regulations that substantially burden, discriminate against, or unreasonably limit religious assemblies or institutions, except where a compelling governmental interest is advanced through the least restrictive means; 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, Section 4.03.060 of the Ontario Development Code establishes procedures for reasonable accommodation to ensure compliance with fair housing laws and prevent discrimination on the basis of protected characteristics; and

WHEREAS, to strengthen compliance with state and federal law and provide clear guidance for the review and approval of applications, the Planning Commission desires to recommend the City Council amend its Development Code to expressly reference RLUIPA within its reasonable accommodation framework; and

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

(1) Revise Chapter 2.0: Administration and Procedures, Division 2.02, Table 2.02-1: Review Matrix, C. Ministerial (Administrative) Permits and Decisions for Fair Housing and Reasonable Accommodations. No. 5. Fair Housing and Reasonable Accommodations (Fair Housing Exemption) pertains to requests for Fair Housing requests reviewed by the Zoning Administrator, and the new No. 6. Fair Housing and Reasonable Accommodations (RLUIPA) pertains to requests reviewed by the Planning Director.

(2) Revise Chapter 4.0: Permits, Actions, and Decisions, Division 4.03 – Ministerial (Administrative) Permits and Decisions to revise Section 4.03.060: Fair Housing and Reasonable Accommodations to include RLUIPA.

(3) Revise Chapter 6.0: Development and Subdivision Regulations, Division 6.01 – District Standards and Guidelines, Table 6.01-8: Commercial Zoning District Development Standards to include table Note No. 6 that development standards applicable to projects within the CCS (Convention Center Support Commercial) zoning district may be subject to the Minor Adjustments/Alterations process under Section 4.02.020(C) of this Development Code.

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 September 23, 2025, the Planning Commission of the City of Ontario conducted a hearing to consider the Project, and concluded said hearing on that date; and

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

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

SECTION 1: ***Environmental Determination and Findings.*** As the recommending body 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 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 body 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 body for the Project, the Planning Commission has reviewed and considered the facts and information contained in the Application and supporting documentation against the ONT ALUCP compatibility factors, including [1] Safety Criteria (ONT ALUCP Table 2-2) and Safety Zones (ONT ALUCP Map 2-2), [2] Noise Criteria (ONT ALUCP Table 2-3) and Noise Impact Zones (ONT ALUCP Map 2-3), [3] Airspace protection Zones (ONT ALUCP Map 2-4), and [4] Overflight Notification Zones (ONT ALUCP Map 2-5). As a result, the Planning Commission, therefore, 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 body for the Project, the Planning Commission has reviewed and considered the facts and information contained in the Application and supporting documentation against the CNO ALUCP compatibility factors, including Safety, Airspace Protection, Overflight. As a result, the Planning Commission, therefore, 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.

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The Secretary Pro Tempore for the Planning Commission of the City of Ontario shall certify as to the adoption of this Resolution.

I hereby certify that the foregoing Resolution was duly and regularly introduced, passed and adopted by the Planning Commission of the City of Ontario at a regular meeting thereof held on the 23rd day of September 2025, and the foregoing is a full, true and correct copy of said Resolution, and has not been amended or repealed.

Nicola Ricci
Planning Commission 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. PC25-044, was duly passed and adopted by the Planning Commission of the City of Ontario at their regular meeting held on September 23, 2025, 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. PDCA25-002
2025 Development Code Amendment No. 2

(Document to follow this page)

Chapter 2.0:
Administration and Procedures

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

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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. 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. Subdivisions											

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. 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. Time Extensions, excepting tentative subdivision maps (Ref: ODC Section 2.02.025)	**X**								**A**	**A**	
16. Variances (Ref: ODC Section 4.02.020.D)											
a. Homeowner **[1]**					**X**				**A**	**A**	
b. Other **[1]**						**R**			**X**	**A**	
C. MINISTERIAL (ADMINISTRATIVE) PERMITS AND DECISIONS											
1. 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 ~~4.02.035~~4.03.060)					**X**				**A**	**A**	
8. Fair Housing and Reasonable Accommodation (RLUIPA) (Ref: ODC Section 4.03.060)	**X**								**A**	**A**	
~~8.~~9. Interpretations and Land Use Determinations (Ref: ODC Section 1.02.010)					**X**				**A**	**A**	
~~9.~~10. Landscape and Irrigation Plans (Ref: ODC Section 6.05.005)	**X**								**A**	**A**	
~~10.~~11. Off-Site (Public) Improvement Plans (Ref: ODC Section 6.08.040)		**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*
~~11.~~12. ONT ALUCP Interagency Review **[7]** (Ref: ONT ALUCP)	X									A[8]	
~~12.~~13. Other Plan Checks and actions required by this Development Code	X								A	A	
~~13.~~14. Shopping Cart Retention Plans (Ref: ODC Section 6.11.020)	X								A	A	
~~14.~~15. Sign Plans (Ref: ODC Section 4.03.020)	X								A	A	
~~15.~~16. Single-Family Two-Unit Developments (Ref: ODC Section 5.03.403)	X								A	A	
~~16.~~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	
~~17.~~18. Tier 1 wireless telecommunications facility pursuant to ODC Section 5.03.420 (Wireless Telecommunications Facilities)					X				A	A	
~~18.~~19. Wall, Fence, and Obstructions Plans not associated with a Development Plan (Ref: ODC Section 6.02.005)	X								A	A	
D. ENVIRONMENTAL DETERMINATIONS AND ACTIONS											

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***
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.

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
4.03.005: Applicability
4.03.010: Historic Preservation—Adaptive Reuse Plan
4.03.015: Administrative Use Permits
4.03.020: Sign Plans
4.03.025: Subdivisions—Certificates of Compliance
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~~ and Hearing~~. A Fair Housing and Reasonable Accommodation application shall be filed~~,~~ and processed~~, and heard~~ 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~~ 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 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 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
Division 6.11—Shopping Cart Retention and Storage

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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").*

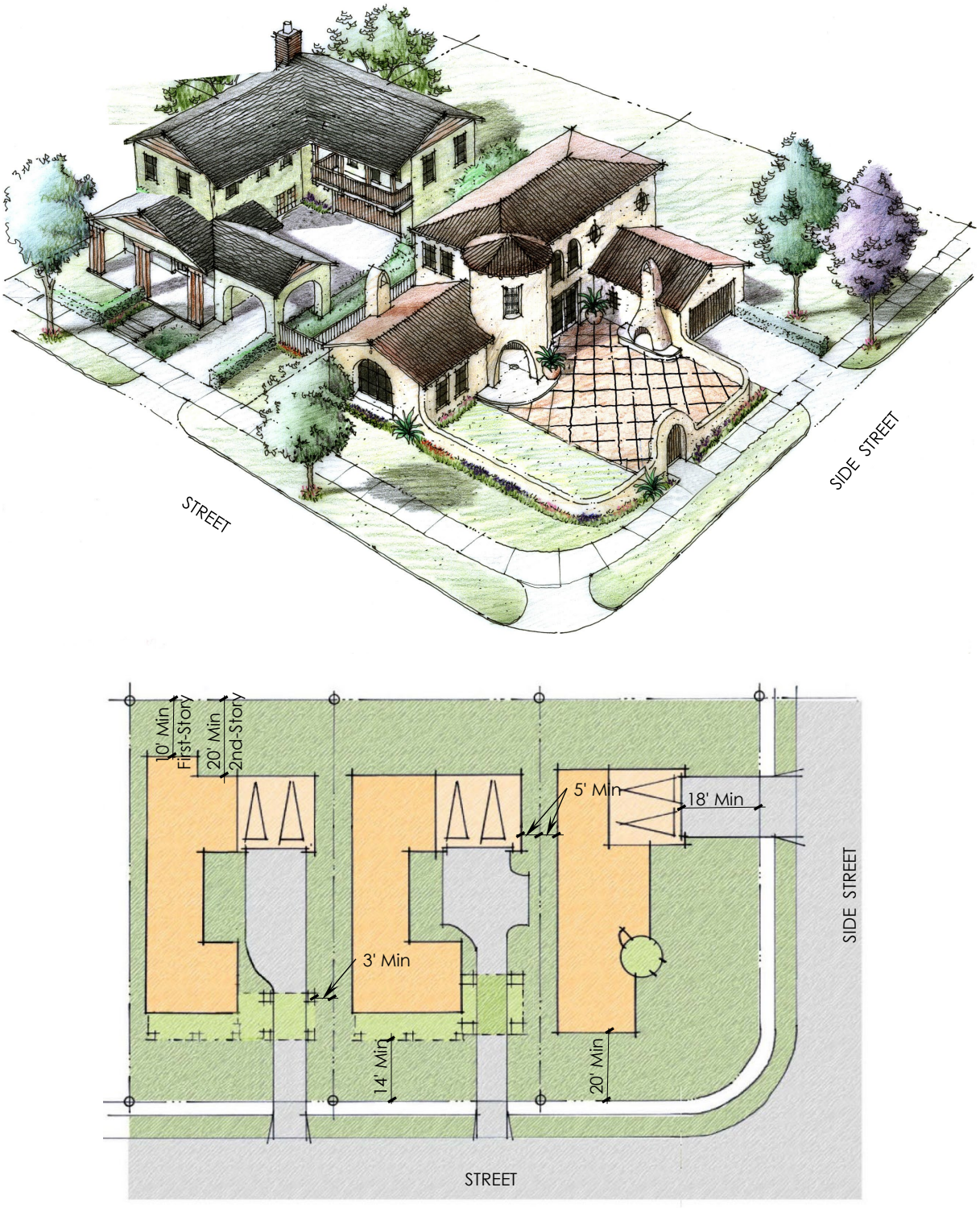


Figure 6.01-1A: Example Development—Traditional Single-Family Residential





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.

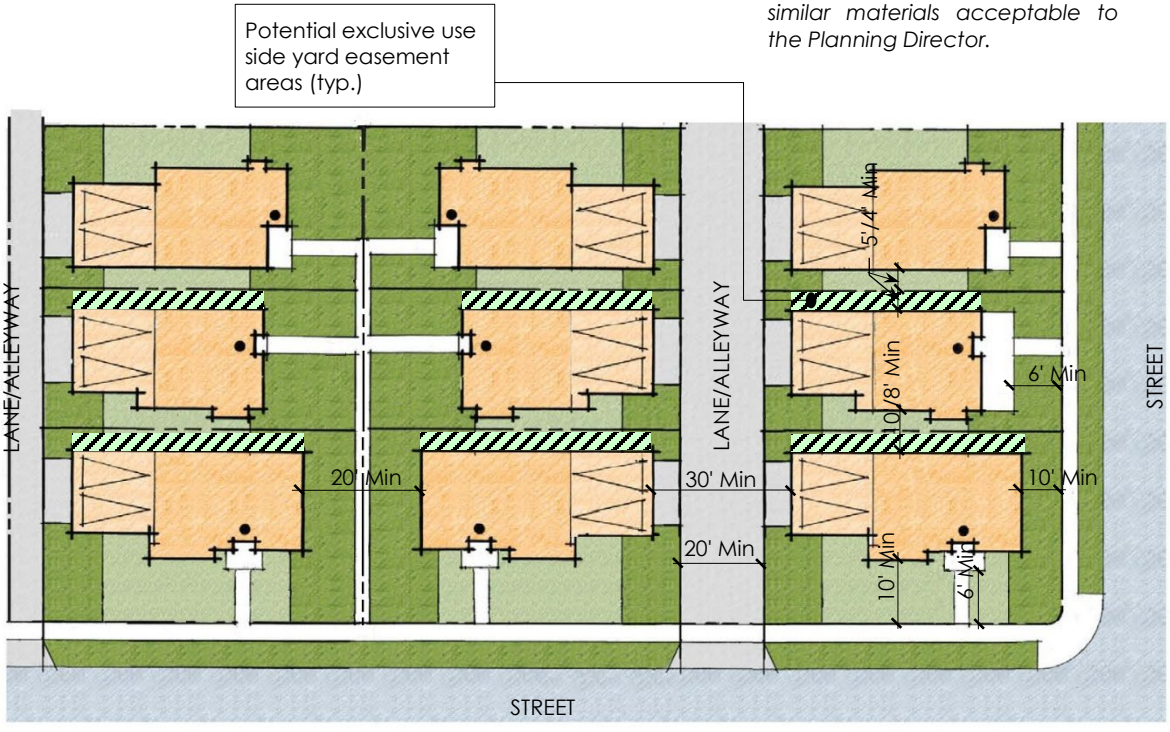


Figure 6.01-2B: Example Development—Small Lot Alley-Loaded Single-Family Residential Example

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).			

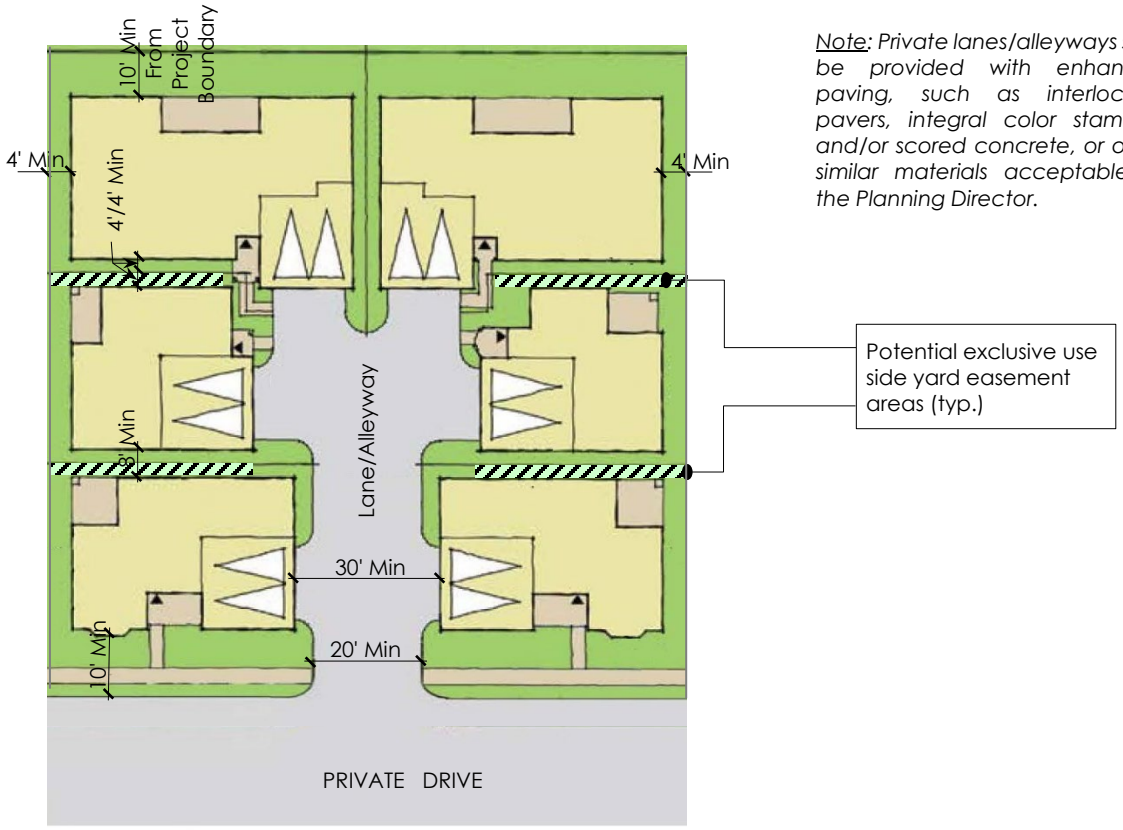
Table 6.01-2C: Cluster Single-Family Residential Development Standards

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				

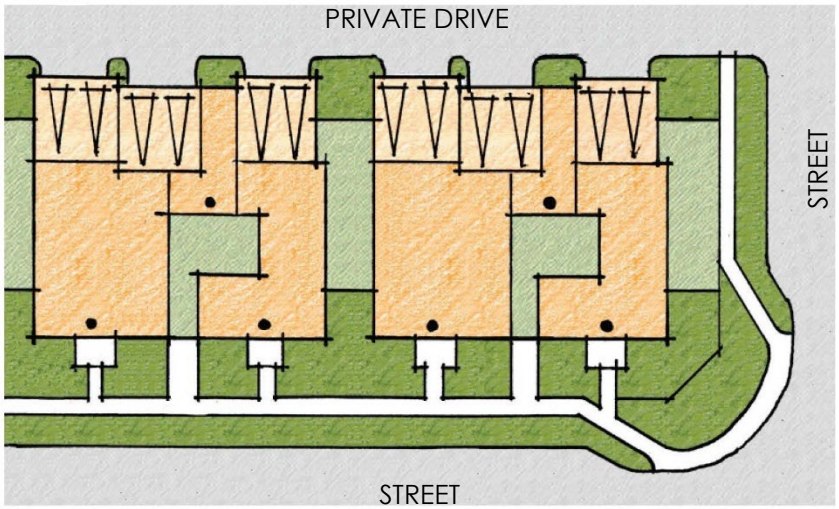
Table 6.01-3: Multiple-Family Residential Development Standards

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



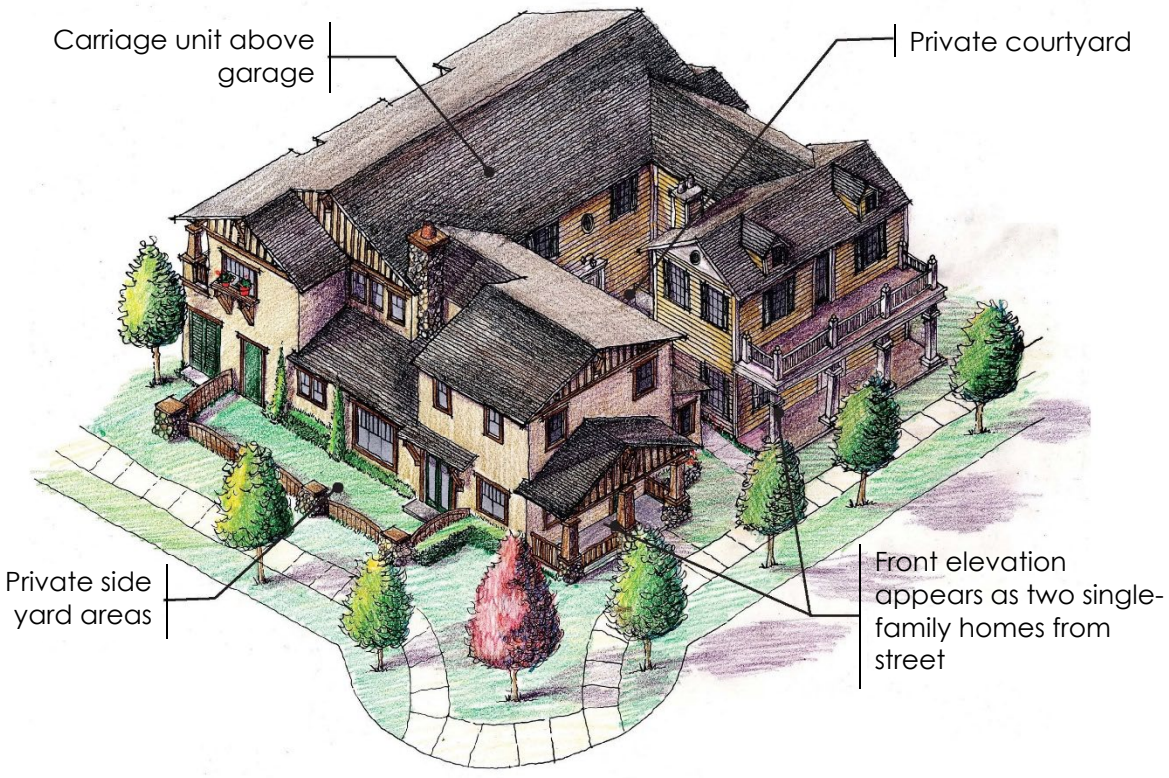
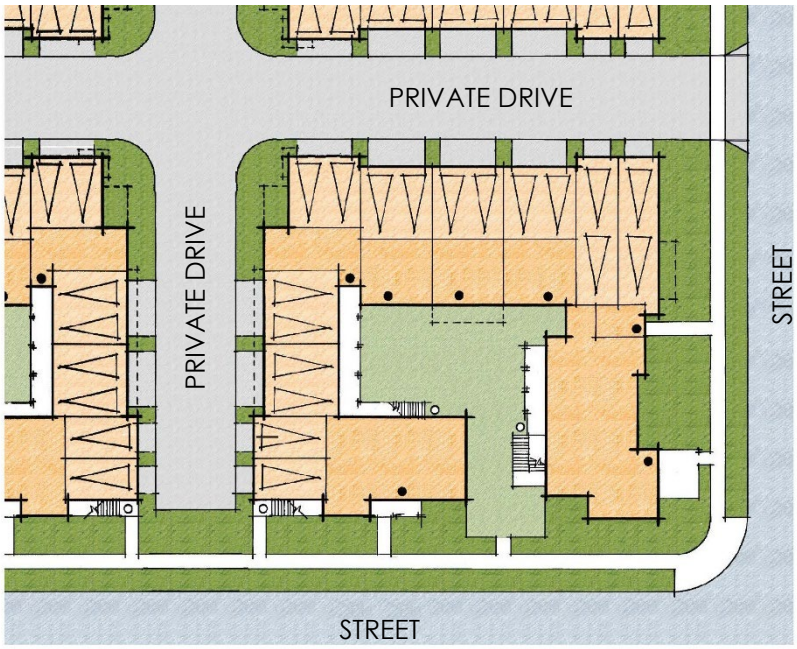


Figure 6.01-3A: Example Multiple-Family Development — MDR-11 (5.1 to 11.0 DU/Acre) Zoning District

Courtyard Townhomes — 11.1 to 18 DU/Acre



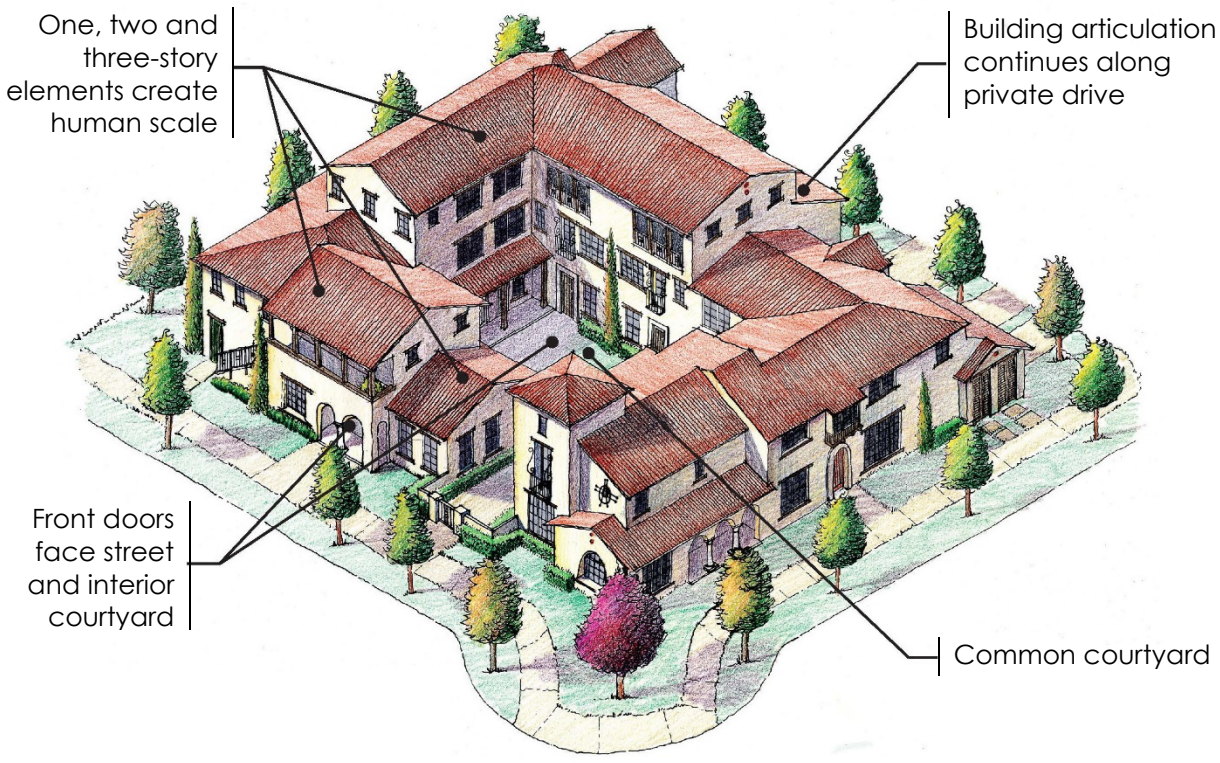


Figure 6.01-3B: Example Multiple-Family Development — MDR-18 (11.1 to 18.0 DU/Acre) Zoning District

Motorcourt Townhomes — 18.1 to 25 DU/Acre

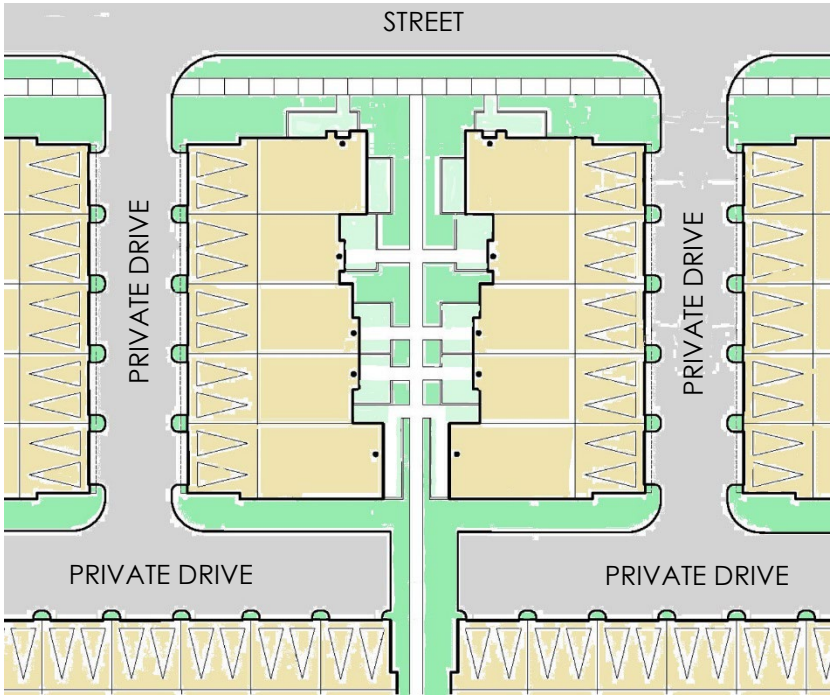




Figure 6.01-3C: Example Multiple-Family Development — MDR-25 (18.1 to 25.0 DU/Acre) Zoning District

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.

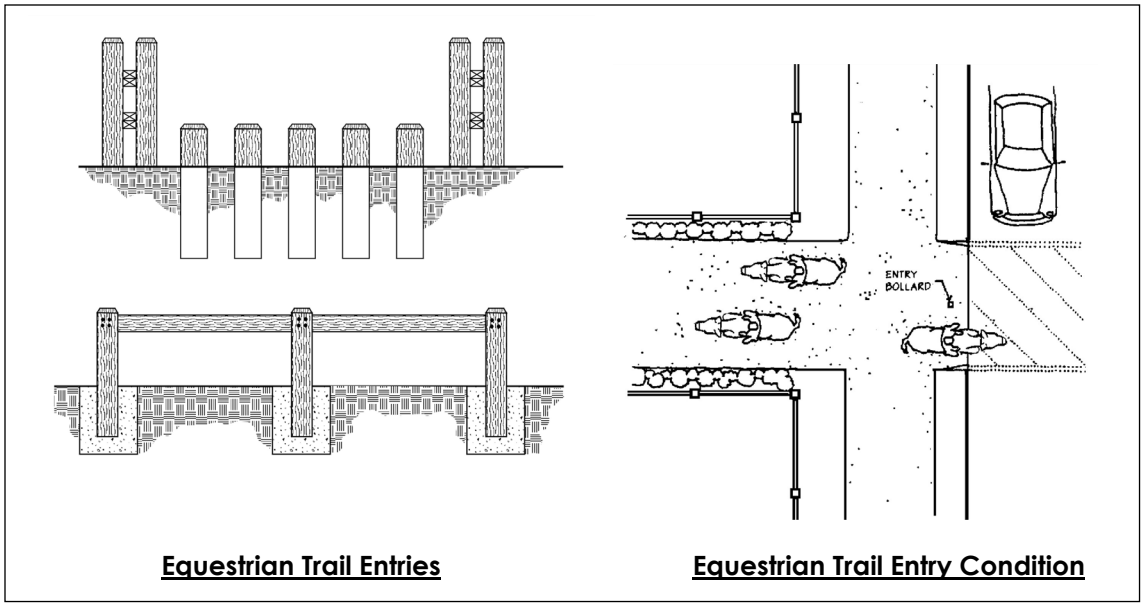


Figure 6.01-4: Equestrian Trail Step-Through Entry Design

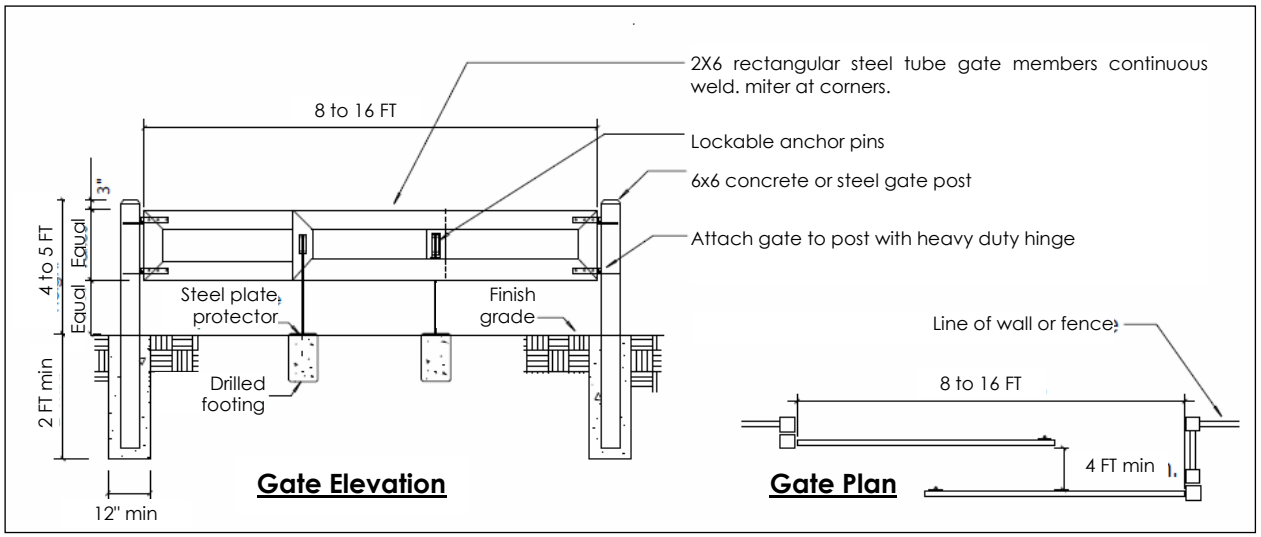


Figure 6.01-5: Equestrian Trail Steel Barrier Gate Entry Design

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.

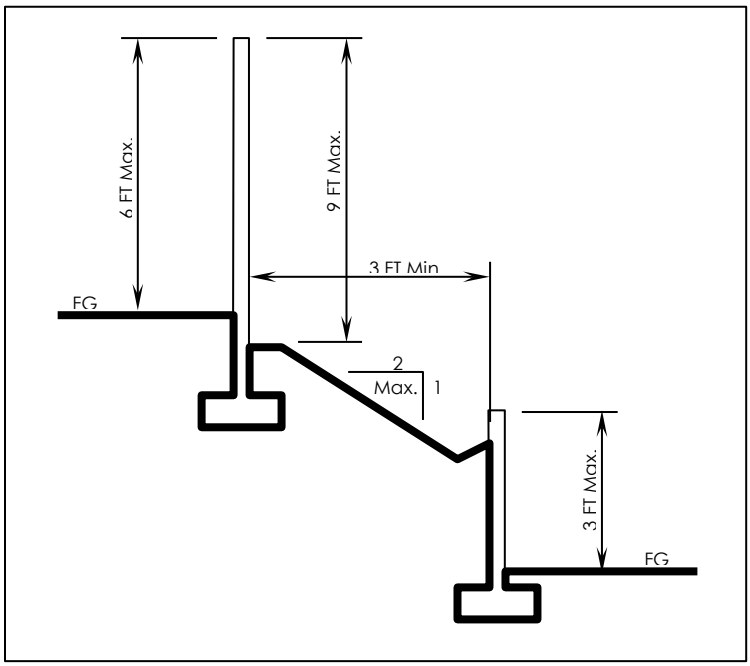


Figure 6.02-1: Tiered Retaining Wall Design Concept

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.4 (Walls and Fences in Combination with Retaining Walls) and C.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 (Walls and Fences in Combination with Retaining Walls) and C.6 (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.

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.

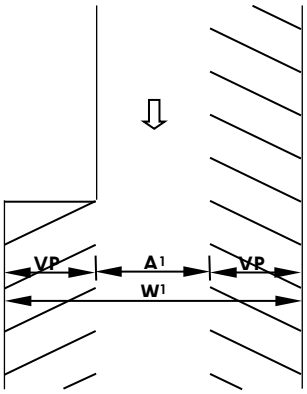
b. *Off-Street Parking Spaces for the Physically Disabled.* A minimum 98-inch vertical clearance shall be maintained for all off-street parking spaces for the physically disabled, including entrances and accesses to the spaces.

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.

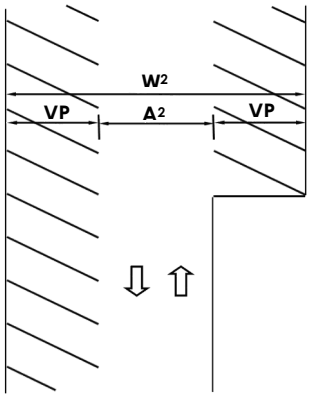
4. Parking Bays and Drive Aisles. The minimum dimension and design of parking bays and maneuvering drive aisles shall be as prescribed in Table 6.03-3 (Dimensions for Parking Facilities), below.

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.

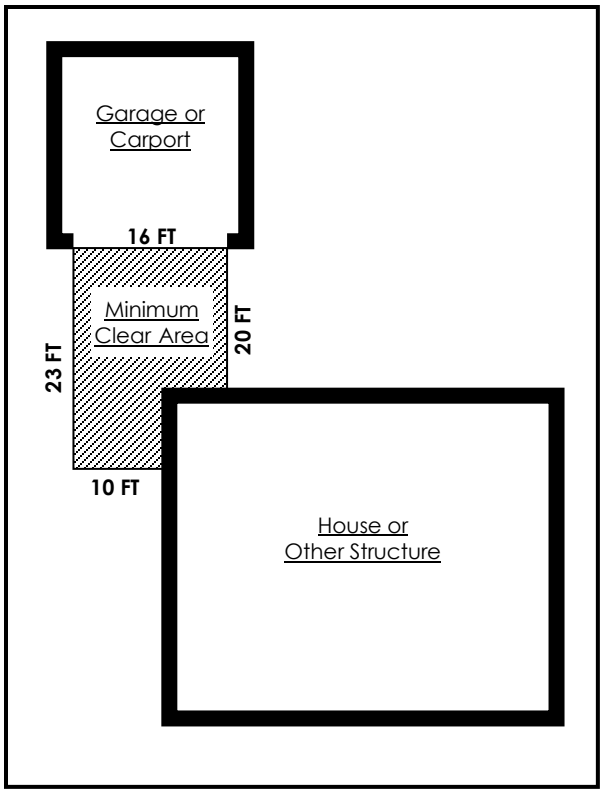


Figure 6.03-1: Garage/Carport Entrance Clear Area

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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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PDCA25-002, A DEVELOPMENT CODE AMENDMENT REVISING AND CLARIFYING CERTAIN PROVISIONS OF CHAPTERS 2.0 (ADMINISTRATION AND PROCEDURES), 4.0 (PERMITS, ACTIONS, AND DECISIONS), AND 6.0 (DEVELOPMENT AND SUBDIVISION REGULATIONS) OF THE CITY OF ONTARIO DEVELOPMENT CODE, AND MAKING FINDINGS IN SUPPORT THEREOF.

WHEREAS, THE CITY OF ONTARIO (Applicant) has initiated an Application for the approval of a Development Code Amendment, File No. PDCA25-002 as described title of this Ordinance (hereinafter referred to as Application or Project); and

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

WHEREAS, the Development Code Amendment is of citywide impact, affecting approximately 50 square miles (31,789 acres) of land, which is generally bordered by Benson Avenue and Euclid Avenue on the west; Interstate 10 Freeway, Eighth Street, and Fourth Street on the north; Etiwanda Avenue and Hamner Avenue on the east; and Merrill Avenue and the San Bernardino County/Riverside County boundary on the south; and

WHEREAS, 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 Religious Land Use and Institutionalized Persons Act of 2000 (RLUIPA) protects religious exercise by prohibiting land use regulations that substantially burden, discriminate against, or unreasonably limit religious assemblies or institutions, except where a compelling governmental interest is advanced through the least restrictive means; 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, Section 4.03.060 of the Ontario Development Code establishes procedures for reasonable accommodation to ensure compliance with fair housing laws and prevent discrimination on the basis of protected characteristics; and

WHEREAS, to strengthen compliance with state and federal law and provide clear guidance for the review and approval of applications, the City Council desires to amend its Development Code to expressly reference RLUIPA within its reasonable accommodation framework; and

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

(1) Revise Chapter 2.0: Administration and Procedures, Division 2.02, Table 2.02-1: Review Matrix, C. Ministerial (Administrative) Permits and Decisions for Fair Housing and Reasonable Accommodations. No. 5. Fair Housing and Reasonable Accommodations (Fair Housing Exemption) pertains to requests for Fair Housing requests reviewed by the Zoning Administrator, and the new No. 6. Fair Housing and Reasonable Accommodations (RLUIPA) pertains to requests reviewed by the Planning Director.

(2) Revise Chapter 4.0: Permits, Actions, and Decisions, Division 4.03 – Ministerial (Administrative) Permits and Decisions to revise Section 4.03.060: Fair Housing and Reasonable Accommodations to include RLUIPA.

(3) Revise Chapter 6.0: Development and Subdivision Regulations, Division 6.01 – District Standards and Guidelines, Table 6.01-8: Commercial Zoning District Development Standards to include table Note No. 6 that development standards applicable to projects within the CCS (Convention Center Support Commercial) zoning district may be subject to the Minor Adjustments/Alterations process under Section 4.02.020(C) of this Development Code; 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 September 23, 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. PC25-026, recommending the City Council approve the Development Code Amendment; and

WHEREAS, on October 21, 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: ***Environmental Determination and Findings.*** As the decision-making body for the Development Code Amendment, the City Council has reviewed and considered the information contained in the administrative record for the Development Code Amendment. Based upon the facts and information contained in the administrative record, including all written and oral evidence presented to the City Council, the City Council finds as follows:

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

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

(3) The determination that the Development Code Amendment is not subject to CEQA reflects the independent judgment of the City Council.

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

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

(1) On April 19, 2011, the City Council of the City of Ontario approved and adopted the Ontario International Airport Land use Compatibility Plan, establishing the Airport Influence Area for Ontario International Airport, which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and limits future land uses and development within the Airport Influence Area, as they relate to noise, safety, airspace protection, and overflight impacts of current and future airport activity. As the decision-making for the Project, the City Council has reviewed and considered the facts and information contained in the Application and supporting documentation against the ONT ALUCP compatibility factors, including [1] Safety Criteria (ONT ALUCP Table 2-2)

and Safety Zones (ONT ALUCP Map 2-2), [2] Noise Criteria (ONT ALUCP Table 2-3) and Noise Impact Zones (ONT ALUCP Map 2-3), [3] Airspace protection Zones (ONT ALUCP Map 2-4), and [4] Overflight Notification Zones (ONT ALUCP Map 2-5). As a result, the City Council, therefore, finds and determines that the Project is consistent with the policies and criteria set forth within the ONT ALUCP; and

(2) On August 2, 2022, the City Council of the City of Ontario approved and adopted a Development Code Amendment to establish the Chino Airport (CNO) Overlay Zoning District (OZD) and Reference I, Chino Airport Land Use Compatibility Plan (CNO ALUCP). The CNO OZD and CNO ALUCP established the Airport Influence Area for Chino Airport, solely within the City of Ontario, and limits future land uses and development within the Airport Influence Area, as they relate to safety, airspace protection, and overflight impacts of current and future airport activity. The CNO ALUCP is consistent with policies and criteria set forth within the Caltrans 2011 California Airport Land Use Planning Handbook. The proposed Project is located within the Airport Influence Area of Chino Airport and was evaluated and found to be consistent with the California Airport Land Use Planning Handbook and the CNO ALUCP. As the decision-making body for the Project, the City Council has reviewed and considered the facts and information contained in the Application and supporting documentation against the CNO ALUCP compatibility factors, including Safety, Airspace Protection, Overflight. As a result, the City Council, therefore, finds and determines that the Project is consistent with the policies and criteria set forth within the California Airport Land Use Planning Handbook and the CNO ALUCP.

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

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

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

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

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

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

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

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

PASSED, APPROVED, AND ADOPTED this ____ day of _____ 2025.

_____
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 October 21, 2025, and adopted at the regular meeting held on , 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 , 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. PDCA25-002
2025 Development Code Amendment No. 2

(Document to follow this page)

Chapter 2.0:
Administration and Procedures

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

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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. 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. Subdivisions											

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. 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. Time Extensions, excepting tentative subdivision maps (Ref: ODC Section 2.02.025)	**X**								**A**	**A**	
16. Variances (Ref: ODC Section 4.02.020.D)											
a. Homeowner **[1]**					**X**				**A**	**A**	
b. Other **[1]**						**R**			**X**	**A**	
C. MINISTERIAL (ADMINISTRATIVE) PERMITS AND DECISIONS											
1. 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 ~~4.02.035~~4.03.060)					**X**				**A**	**A**	
8. Fair Housing and Reasonable Accommodation (RLUIPA) (Ref: ODC Section 4.03.060)	**X**								**A**	**A**	
~~**8.**~~**9.** Interpretations and Land Use Determinations (Ref: ODC Section 1.02.010)					**X**				**A**	**A**	
~~**9.**~~**10.** Landscape and Irrigation Plans (Ref: ODC Section 6.05.005)	**X**								**A**	**A**	
~~**10.**~~**11.** Off-Site (Public) Improvement Plans (Ref: ODC Section 6.08.040)		**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
~~11.~~12. ONT ALUCP Interagency Review **[7]** (Ref: ONT ALUCP)	X									A[8]	
~~12.~~13. Other Plan Checks and actions required by this Development Code	X								A	A	
~~13.~~14. Shopping Cart Retention Plans (Ref: ODC Section 6.11.020)	X								A	A	
~~14.~~15. Sign Plans (Ref: ODC Section 4.03.020)	X								A	A	
~~15.~~16. Single-Family Two-Unit Developments (Ref: ODC Section 5.03.403)	X								A	A	
~~16.~~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	
~~17.~~18. Tier 1 wireless telecommunications facility pursuant to ODC Section 5.03.420 (Wireless Telecommunications Facilities)					X				A	A	
~~18.~~19. Wall, Fence, and Obstructions Plans not associated with a Development Plan (Ref: ODC Section 6.02.005)	X								A	A	
D. ENVIRONMENTAL DETERMINATIONS AND ACTIONS											

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***
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.

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
4.03.005: Applicability
4.03.010: Historic Preservation—Adaptive Reuse Plan
4.03.015: Administrative Use Permits
4.03.020: Sign Plans
4.03.025: Subdivisions—Certificates of Compliance
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 ~~and Hearing~~. A Fair Housing and Reasonable Accommodation application shall be filed, and processed~~, and heard~~ 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 ~~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 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 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
Division 6.11—Shopping Cart Retention and Storage

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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").*

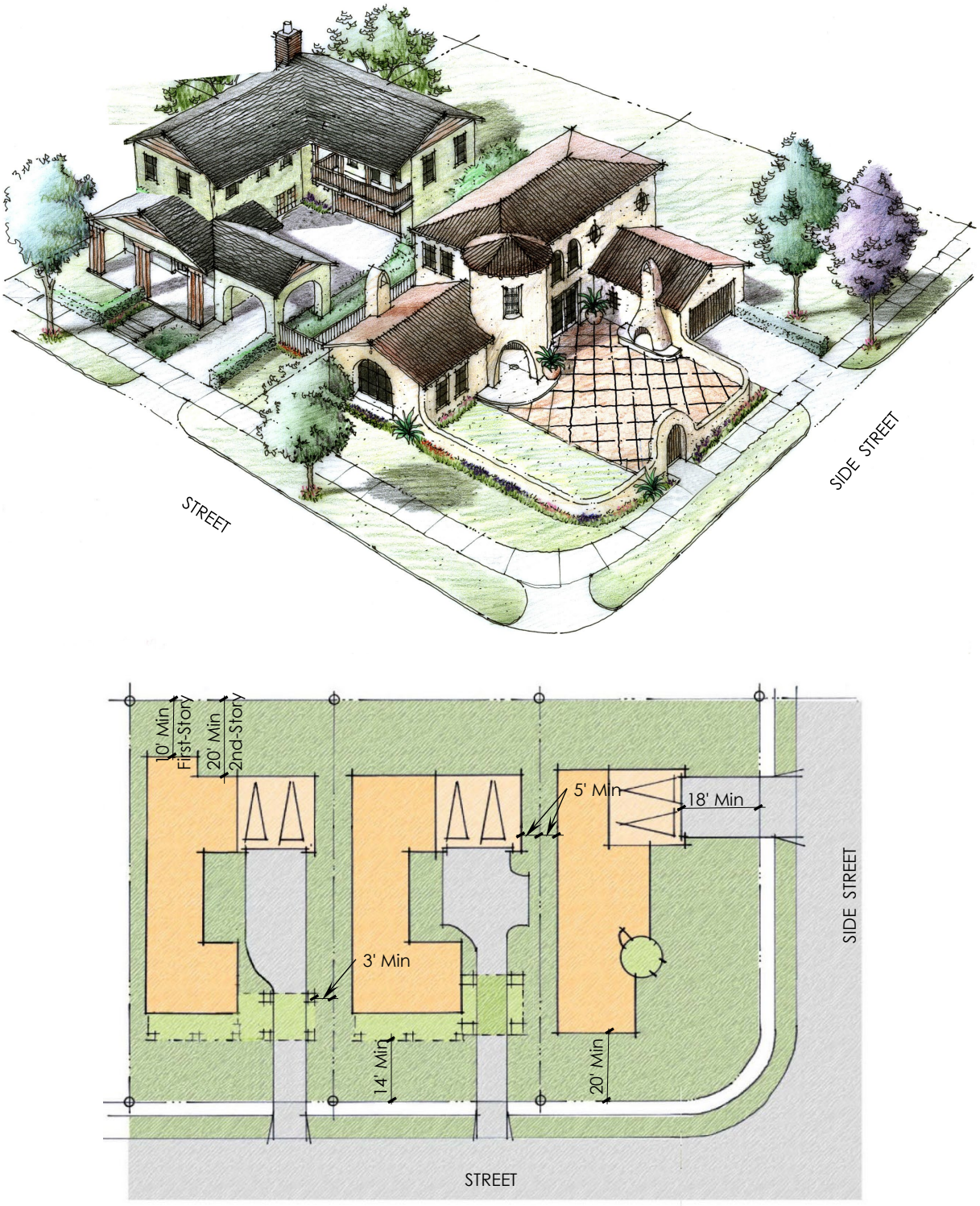


Figure 6.01-1A: Example Development—Traditional Single-Family Residential





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

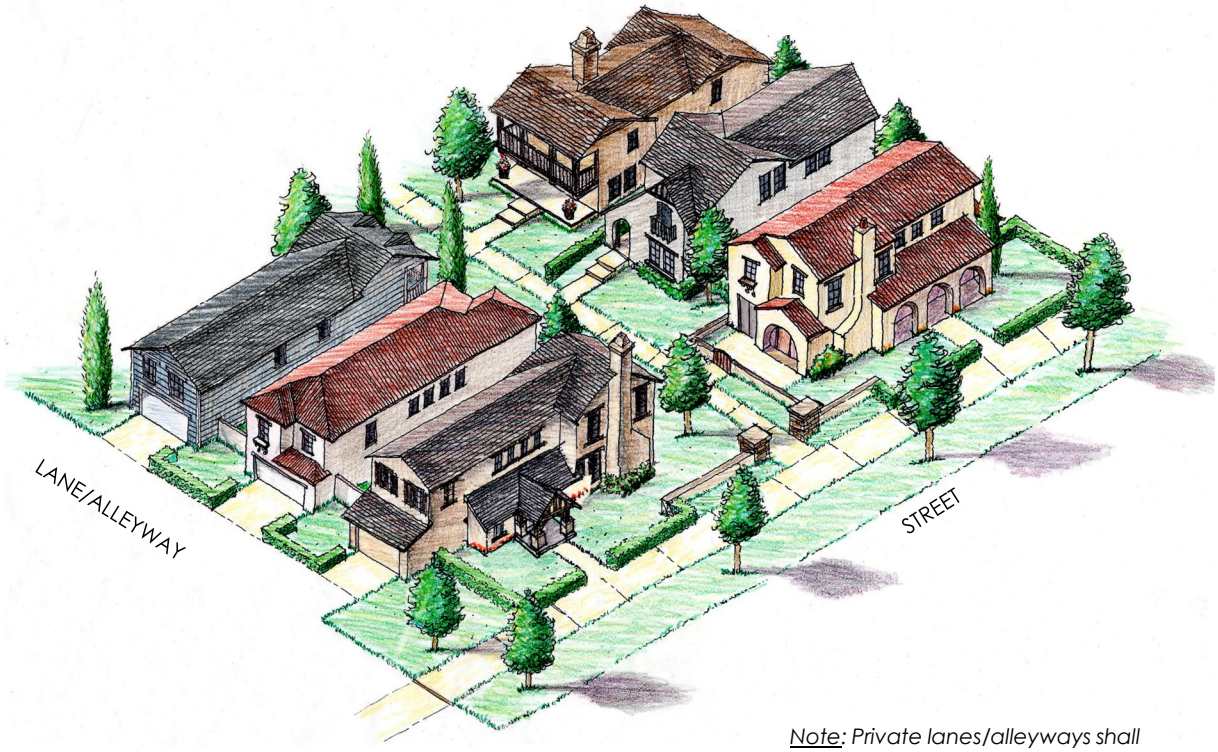
Requirements	Residential Zoning Districts			Additional Regulations
	LDR-5	MDR-11	MDR-18, MDR-25 & HDR-45	
A. SITE DEVELOPMENT STANDARDS				
1. Density Range (minimum to maximum, in dwelling units per acre)	2.1 to 5.0	5.1 to 11.0	MDR-18: 11.1 to 18.0; MDR-25: 18.1 to 25.0; HDR-45: 25.1 to 45.0	Notes 2, 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.

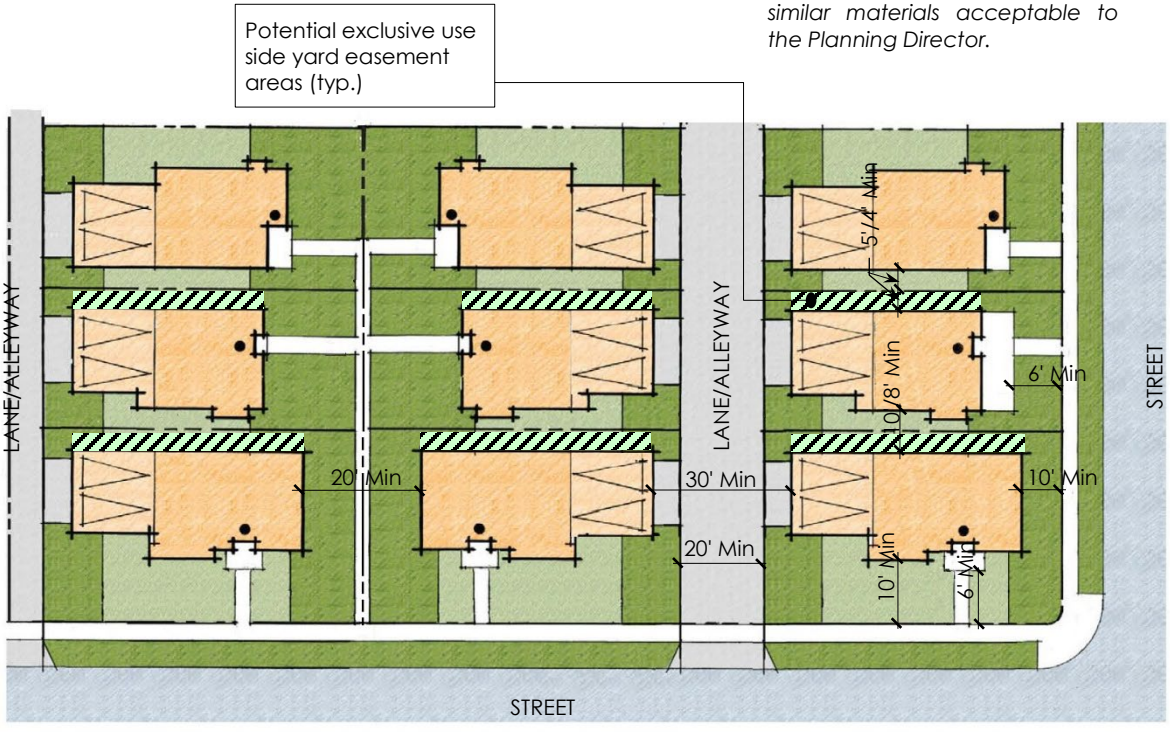


Figure 6.01-2B: Example Development—Small Lot Alley-Loaded Single-Family Residential Example

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).			

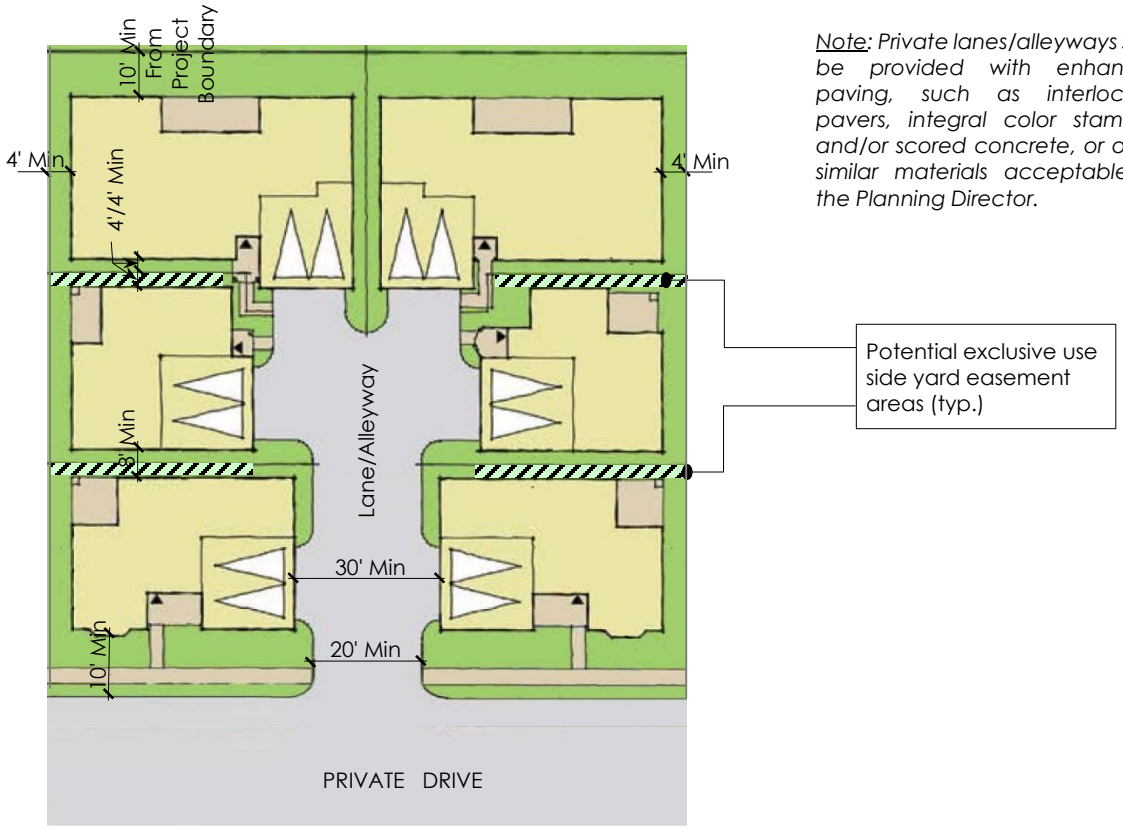
Table 6.01-2C: Cluster Single-Family Residential Development Standards

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				

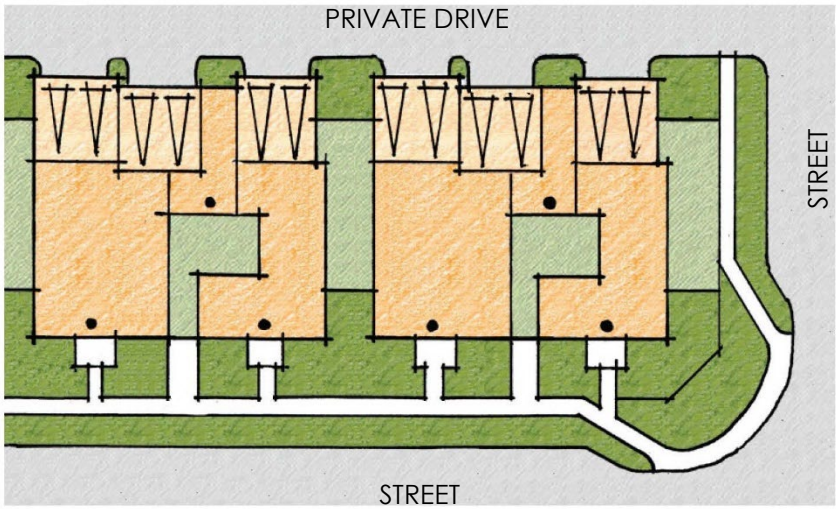
Table 6.01-3: Multiple-Family Residential Development Standards

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



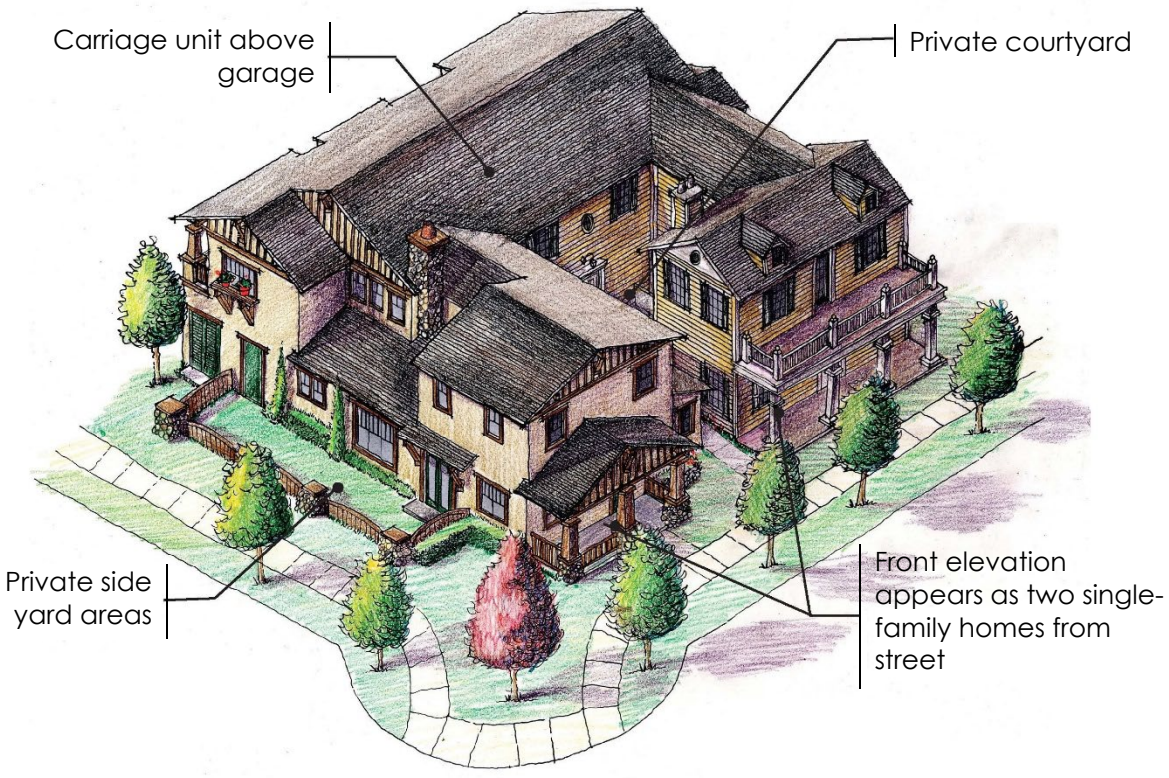
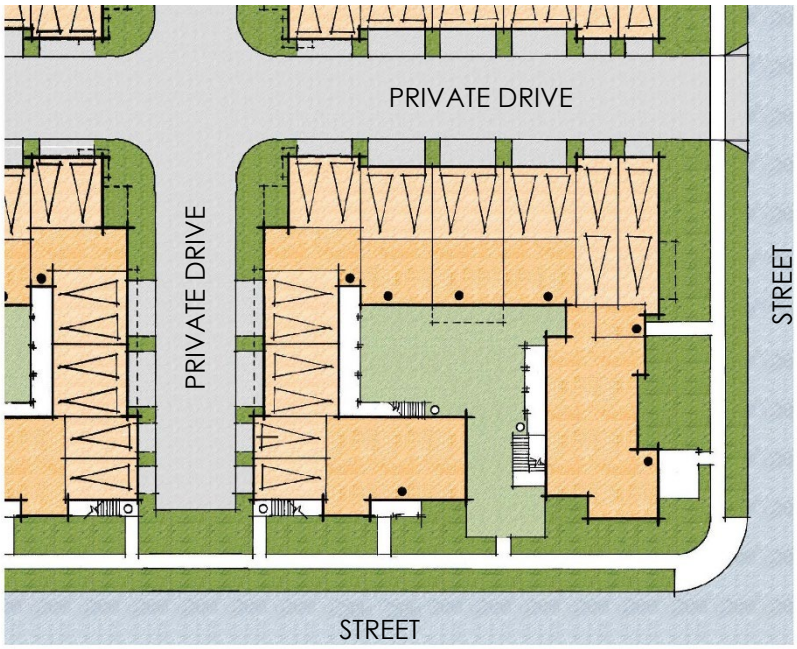


Figure 6.01-3A: Example Multiple-Family Development — MDR-11 (5.1 to 11.0 DU/Acre) Zoning District

Courtyard Townhomes — 11.1 to 18 DU/Acre



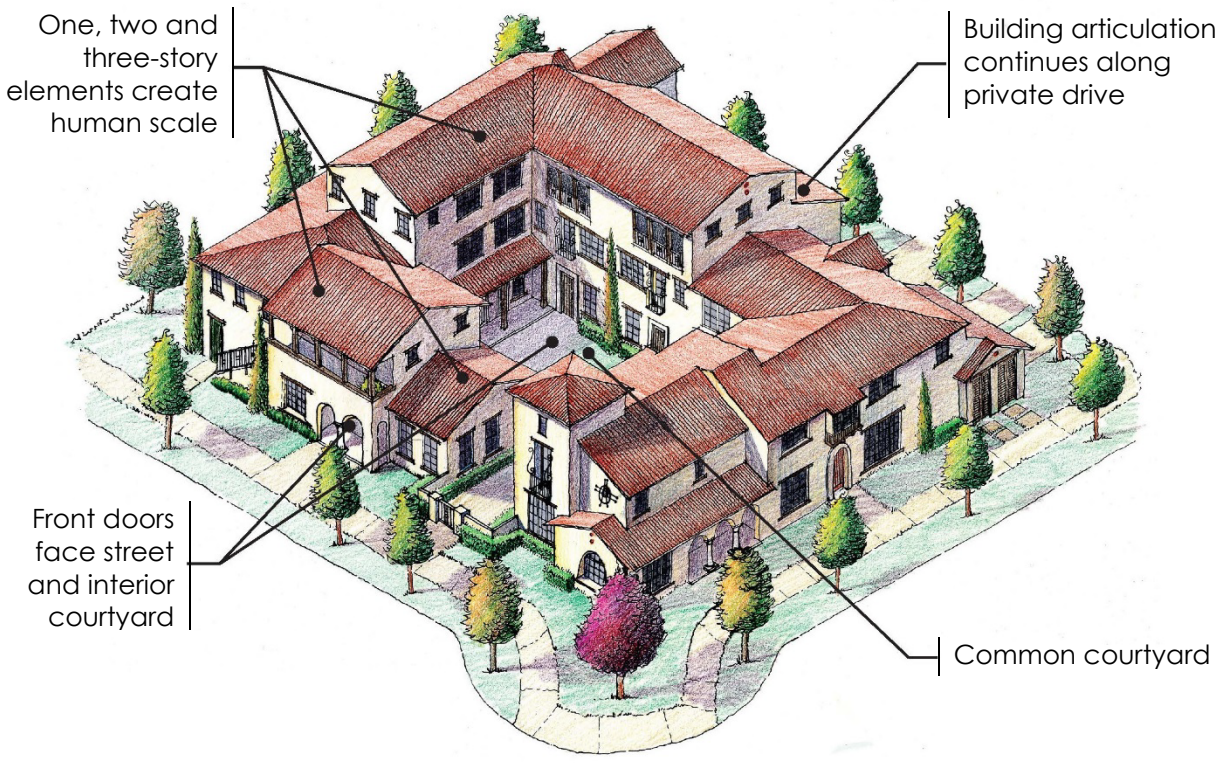


Figure 6.01-3B: Example Multiple-Family Development — MDR-18 (11.1 to 18.0 DU/Acre) Zoning District

Motorcourt Townhomes — 18.1 to 25 DU/Acre

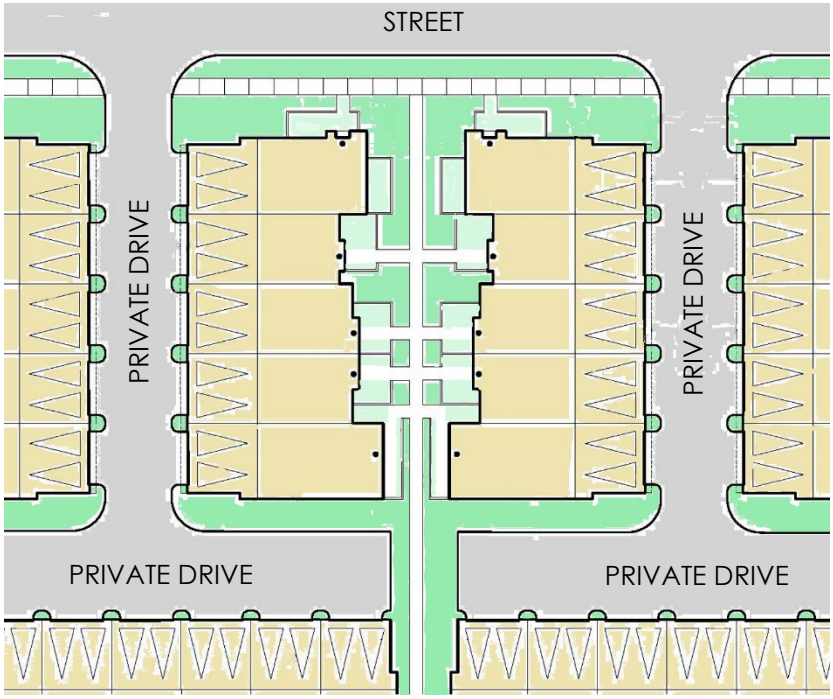




Figure 6.01-3C: Example Multiple-Family Development — MDR-25 (18.1 to 25.0 DU/Acre) Zoning District

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.

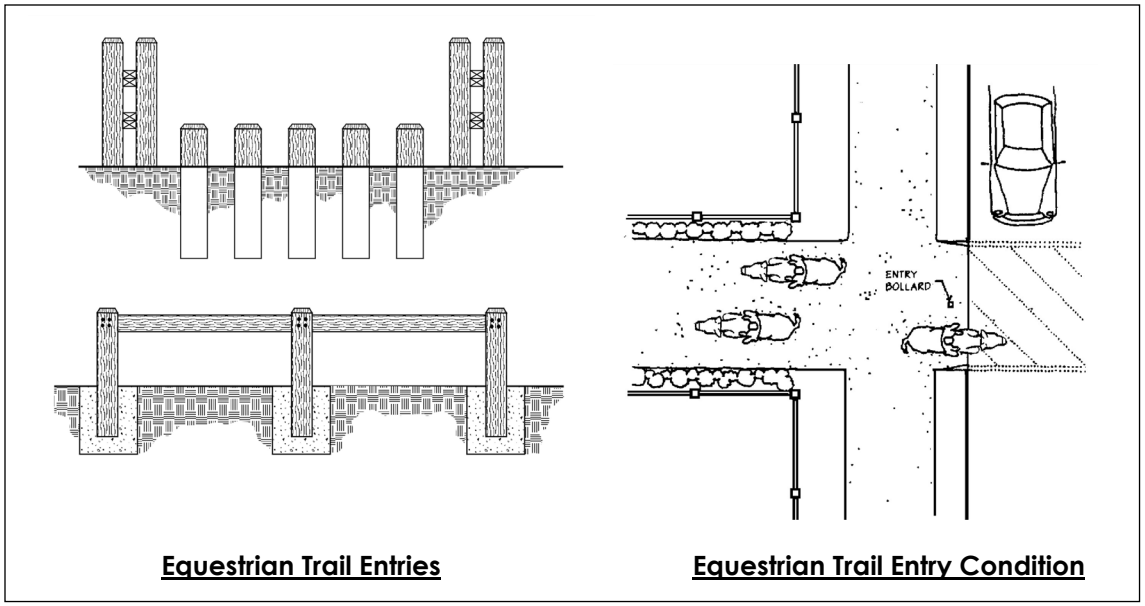


Figure 6.01-4: Equestrian Trail Step-Through Entry Design

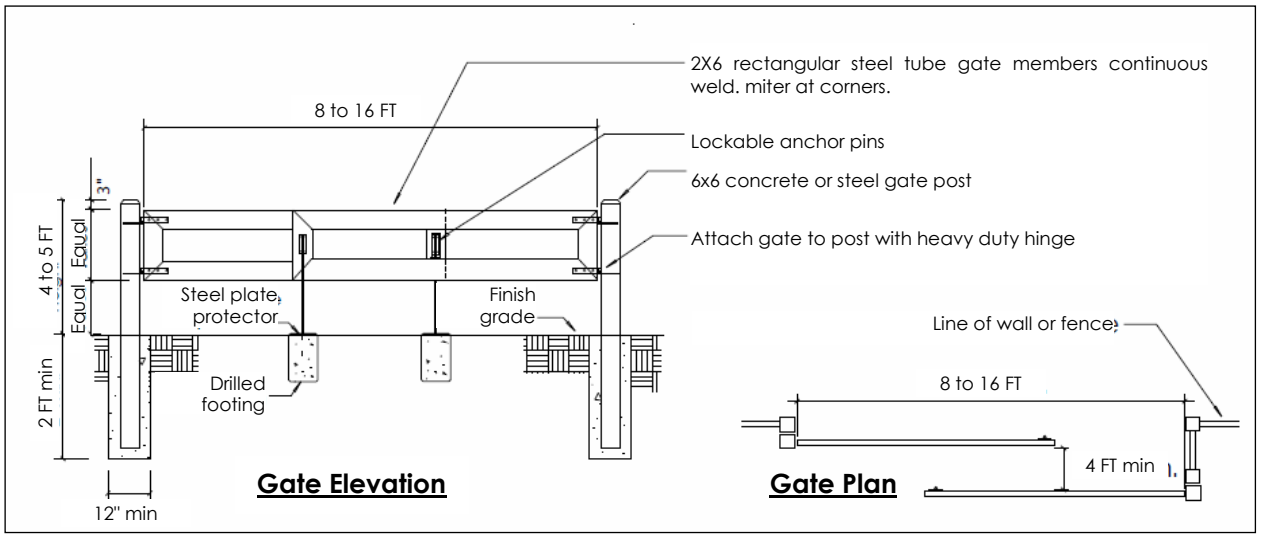


Figure 6.01-5: Equestrian Trail Steel Barrier Gate Entry Design

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.

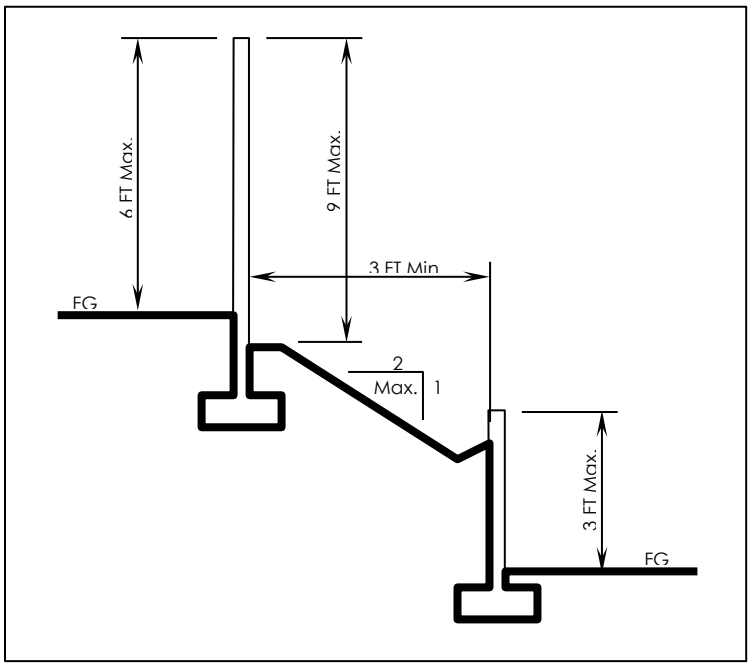


Figure 6.02-1: Tiered Retaining Wall Design Concept

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.4 (Walls and Fences in Combination with Retaining Walls) and C.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 (Walls and Fences in Combination with Retaining Walls) and C.6 (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.

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.

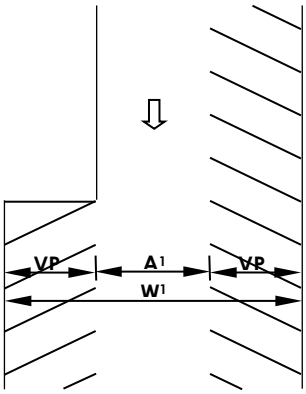
b. *Off-Street Parking Spaces for the Physically Disabled.* A minimum 98-inch vertical clearance shall be maintained for all off-street parking spaces for the physically disabled, including entrances and accesses to the spaces.

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.

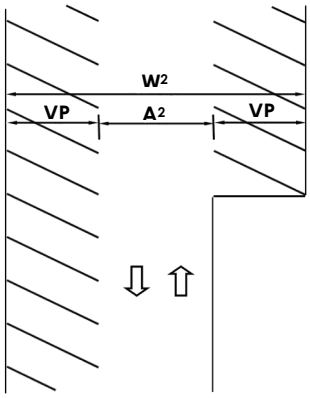
4. Parking Bays and Drive Aisles. The minimum dimension and design of parking bays and maneuvering drive aisles shall be as prescribed in Table 6.03-3 (Dimensions for Parking Facilities), below.

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.

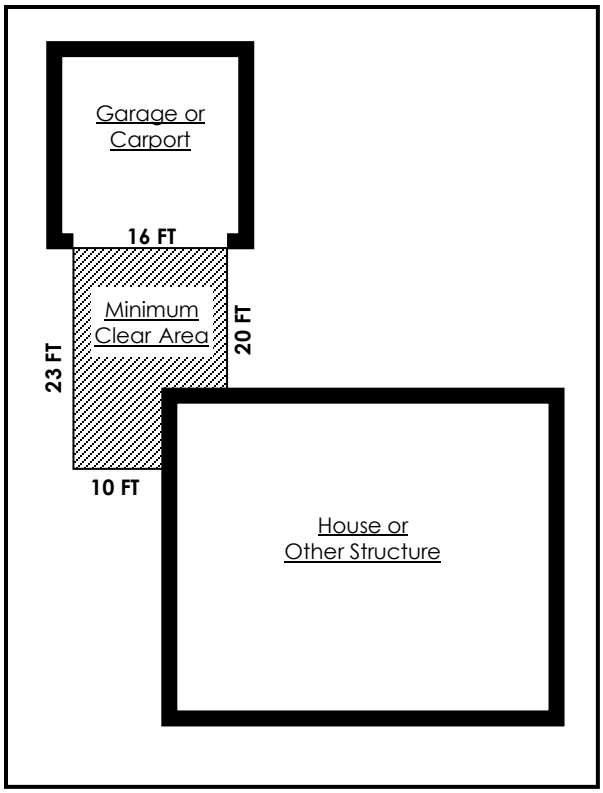


Figure 6.03-1: Garage/Carport Entrance Clear Area

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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CITY OF ONTARIO *Agenda Report* **October 21, 2025**	**SECTION:** **ADMINISTRATIVE REPORTS/DISCUSSION/ACTION**
Department: Financial Services Prepared By: Jennifer Schaefer Staff Member Presenting: Armen Harkalyan, Executive Director of Finance Reviewed By: Matthew Hernandez, Claudia Hernandez Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 20

SUBJECT: **RESOLUTIONS AUTHORIZING THE ISSUANCE OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 71 (NEUHOUSE PHASE 2) SPECIAL TAX BONDS, SERIES 2025 AND RELATED MATTERS**

RECOMMENDATION: That the City Council take the following actions:

A. Consider and adopt a Resolution authorizing the issuance of City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2) Special Tax Bonds, Series 2025, in an aggregate principal amount not-to-exceed $17 million, authorizing the execution and delivery of an Indenture, a Bond Purchase Agreement, and a Continuing Disclosure Agreement, authorizing the distribution of an Official Statement, authorizing the execution of necessary documents and certificates and related actions;
B. Consider and adopt a Resolution of the City of Ontario making a declaration of official intent to reimburse facilities expenditures with bond proceeds and related actions;
C. Authorize the issuance of special tax bonds for public improvements required to facilitate the development of the Neuhouse Phase 2 project and the Ontario Ranch development;
D. Approve the forms of the Indenture, the Bond Purchase Agreement, the Continuing Disclosure Agreement, and the Preliminary Official Statement;
E. Authorize a negotiated sale of the special tax bonds to Samuel A. Ramirez & Co., in accordance with the terms of the Bond Purchase Agreement; and
F. Authorize the execution of an Indenture, the Bond Purchase Agreement, the Continuing Disclosure Agreement, a deemed final certification in connection with the issuance of the bonds by the City Manager or the other specified authorized officers.

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)
Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in

Ontario Ranch

FISCAL IMPACT: The use of Mello-Roos financing for public facilities in the residential development of the Neuhouse Phase 2 project in the Ontario Ranch development, is estimated to generate approximately $17 million in bond proceeds based on current market interest rates. These funds will be used to help fund a portion of the public infrastructure improvements that will serve the project area. The Resolution authorizing the issuance of City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2) Special Tax Bonds, Series 2025, and related matters, limits the principal amount of the bonds to $17 million. The City currently expects the bonds to be sold no later than December 2025; however, such schedule could change based on market volatility and market conditions. Since Mello-Roos bonds are not a direct obligation of the City and are paid from special taxes levied on each taxable parcels in the applicable community facilities district, there is no direct impact to the General Fund from the issuance of Mello-Roos bonds. Annual approval by the City Council will be required to process the special tax levies necessary to fund the ongoing debt service obligations of the Ontario Community Facilities District No. 71 (Neuhouse Phase 2).

BACKGROUND & ANALYSIS: The Mello-Roos Community Facilities Act of 1982 provides local government, with the requisite consent and approval from the property owners, the authority to establish community facilities districts for levying special taxes to fund governmental services and finance various kinds of public infrastructure facilities. Under the Mello-Roos Act, the initial steps in the formation of a community facilities district to finance public improvements are adopting a Resolution declaring the City's intention to establish a community facilities district and levy special taxes, a Resolution to issue bonds, and a Resolution of the City of Ontario making a declaration of official intent to reimburse facilities expenditures with bond proceeds and related matters. On May 21, 2024, the City Council, in accordance with the Mello-Roos Act, took the initial steps in the formation of the District with the adoption of Resolution No. 2024-031, declaring the City's intention to establish the District and to authorize the levy of special taxes, and Resolution No. 2024-032 deeming it necessary for the District to incur bonded indebtedness. On July 2, 2024, the City Council adopted Resolution No. 2024-073 forming the District. Based on a successful property owner election held on July 2, 2024, the City Council adopted Ordinance No. 3280 on July 16, 2024, authorizing the levy of special taxes within the District to finance public improvements related to the Neuhouse Phase 2 project.

The public improvements to be financed by the District are as follows:

- Storm Drain System Facilities;
- Streets and Traffic Circulation System Facilities; and
- Fiber Optic System Facilities.

The Neuhouse Phase 2 project addresses the residential development of two zones. Zone 1 is approximately 9.18 gross acres located west of Mill Creek Avenue, east of Twinkle Avenue, south of Chino Avenue, and north of Schaefer Avenue. Zone 2 is approximately 19.73 gross acres located west of Haven Avenue, east of Clover Place, south of Riverside Drive, and North of Chino Avenue. At build-out, the project is projected to include 335 units, comprised of 144 attached units in Zone 1 and 191 units in Zone 2 (96 attached and 95 detached).

The proposed Resolutions references several bond documents and other matters related to the proposed issuance of bonds by City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2). The documents are listed below and are on file with the Records Management Department:

- Indenture;
- Bond Purchase Agreement;
- Continuing Disclosure Agreement; and
- Preliminary Official Statement.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AUTHORIZING THE ISSUANCE OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 71 (NEUHOUSE PHASE 2) SPECIAL TAX BONDS, SERIES 2025, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $17,000,000, AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDENTURE, A BOND PURCHASE AGREEMENT AND A CONTINUING DISCLOSURE AGREEMENT, AUTHORIZING THE DISTRIBUTION OF AN OFFICIAL STATEMENT IN CONNECTION THEREWITH AND AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS AND CERTIFICATES AND RELATED ACTIONS.

WHEREAS, the City Council (the "City Council") of the City of Ontario (the "City") has formed City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2) (the "Community Facilities District") under the provisions of the Mello-Roos Community Facilities Act of 1982 (the "Act"); and

WHEREAS, the Community Facilities District is authorized under the Act to levy a special tax (the "Special Tax") to pay for the costs of certain public facilities (the "Facilities") and to issue bonds payable from the Special Tax; and

WHEREAS, in order to provide funds to finance certain of the Facilities, the Community Facilities District proposes to issue its City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2) Special Tax Bonds, Series 2025 (the "Series 2025 Bonds"), in the aggregate principal amount of not to exceed $17,000,000; and

WHEREAS, in order to provide for the authentication and delivery of the Series 2025 Bonds, to establish and declare the terms and conditions upon which the Series 2025 Bonds are to be issued and secured and to secure the payment of the principal thereof, premium, if any, and interest thereon, the Community Facilities District proposes to enter into an Indenture with Zions Bancorporation, National Association, as trustee (the "Trustee") (such Indenture, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the "Indenture"); and

WHEREAS, Samuel A. Ramirez & Co., Inc. (the "Underwriter"), has presented the Community Facilities District with a proposal, in the form of a Bond Purchase Agreement, to purchase the Series 2025 Bonds from the Community Facilities District (such Bond Purchase Agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the "Purchase Agreement"); and

WHEREAS, Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 ("Rule 15c2-12") requires that, in order to be able to purchase or sell the Series 2025 Bonds, the underwriter thereof must have reasonably determined that the Community

Facilities District, as the issuer of the Series 2025 Bonds, has undertaken in a written agreement or contract for the benefit of the holders of the Series 2025 Bonds to provide disclosure of certain financial information and certain listed events on an ongoing basis; and

WHEREAS, in order to cause such requirement to be satisfied, the Community Facilities District desires to enter into a Continuing Disclosure Agreement with the Trustee (such Continuing Disclosure Agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the "Continuing Disclosure Agreement"); and

WHEREAS, a form of the Preliminary Official Statement to be distributed in connection with the public offering of the Series 2025 Bonds has been prepared (such Preliminary Official Statement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the "Preliminary Official Statement"); and

WHEREAS, there have been prepared and submitted to this meeting forms of:

(a) the Indenture;
(b) the Purchase Agreement;
(c) the Continuing Disclosure Agreement; and
(d) the Preliminary Official Statement; and

WHEREAS, Kitty Siino & Associates, Inc. has prepared and provided to the Community Facilities District an appraisal report, dated October 2, 2025 (the "Appraisal"), providing an opinion of value of the property in the Community Facilities District, which has been submitted to this meeting; and

WHEREAS, Section 5852.1 of the California Government Code requires that the City Council obtain from an underwriter, financial advisor or private lender and disclose, in a meeting open to the public, prior to authorization of the issuance of the Series 2025 Bonds, good faith estimates of (a) the true interest cost of the Series 2025 Bonds, (b) the sum of all fees and charges paid to third parties with respect to the Series 2025 Bonds, (c) the amount of proceeds of the Series 2025 Bonds expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the Series 2025 Bonds, and (d) the sum total of all debt service payments on the Series 2025 Bonds calculated to the final maturity of the Series 2025 Bonds plus the fees and charges paid to third parties not paid with the proceeds of the Series 2025 Bonds; and

WHEREAS, in compliance with Section 5852.1 of the California Government Code, the City Council has obtained from Urban Futures, Inc., as the Community Facilities District's municipal advisor (the "Municipal Advisor"), the required good faith estimates, which the Municipal Advisor has prepared in consultation with the Underwriter, and such estimates are disclosed and set forth in Exhibit A attached hereto; and

WHEREAS, the Community Facilities District desires to proceed to issue and sell the Series 2025 Bonds and to authorize the execution of such documents and the performance of such acts as may be necessary or desirable to effect the offering, sale and issuance of the Series 2025 Bonds; and

WHEREAS, the City Council is the legislative body of the Community Facilities District;

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

SECTION 1. The foregoing recitals are true and correct, and the City Council so finds and determines.

SECTION 2. Subject to the provisions of Section 3 hereof, the issuance of the Series 2025 Bonds, in an aggregate principal amount of not to exceed $17,000,000, on the terms and conditions set forth in, and subject to the limitations specified in, the Indenture, is hereby authorized and approved. The Series 2025 Bonds shall be dated, shall bear interest at the rates, shall mature on the dates, shall be subject to call and redemption, shall be issued in the form and shall be as otherwise provided in the Indenture, as the same shall be completed as provided in this Resolution.

SECTION 3. The Indenture, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, is hereby approved. Each of the Mayor of the City, and such other member of the City Council as the Mayor may designate, the City Manager of the City, the Assistant City Manager of the City, the Executive Director of Finance of the City, the Deputy City Treasurer of the City, and such other officer or employee of the City as the City Manager may designate (the "Authorized Officers") is hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name of the Community Facilities District, to execute and deliver the Indenture in the form submitted to this meeting, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of the Indenture by such Authorized Officer; provided, however, that such changes, insertions and omissions shall not authorize an aggregate principal amount of Series 2025 Bonds in excess of $17,000,000, shall not result in a final maturity date of the Series 2025 Bonds later than September 1, 2056, and shall not result in a true interest cost for the Series 2025 Bonds in excess of 6.00%.

SECTION 4. The Purchase Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth in full herein, is hereby approved. Each of the Authorized Officers is hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name of the Community Facilities District, to execute and deliver the Purchase Agreement in the form presented to this meeting, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of the Purchase Agreement by such Authorized Officer; provided, however, that such changes, insertions and omissions shall not result in an aggregate underwriter's

discount (not including any original issue discount) from the principal amount of the Series 2025 Bonds in excess of 1.50% of the aggregate principal amount of the Series 2025 Bonds. The City Council hereby finds and determines that the sale of the Series 2025 Bonds at negotiated sale as contemplated by the Purchase Agreement will result in a lower overall cost.

SECTION 5. The Continuing Disclosure Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth in full herein, is hereby approved. Each of the Authorized Officers is hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name of the Community Facilities District, to execute and deliver the Continuing Disclosure Agreement in the form presented to this meeting, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of the Continuing Disclosure Agreement by such Authorized Officer.

SECTION 6. The Preliminary Official Statement, in substantially the form presented to this meeting and made a part hereof as though set forth in full herein, with such changes, insertions and omissions therein as may be approved by an Authorized Officer, is hereby approved, and the use of the Preliminary Official Statement in connection with the offering and sale of the Series 2025 Bonds is hereby authorized and approved. Each of the Authorized Officers is hereby authorized, and any one of the Authorized Officers is hereby directed, to certify on behalf of the Community Facilities District that the Preliminary Official Statement is deemed final as of its date, within the meaning of Rule 15c2-12 (except for the omission of certain final pricing, rating and related information as permitted by Rule 15c2-12).

SECTION 7. The preparation and delivery of a final Official Statement (the "Official Statement"), and its use in connection with the offering and sale of the Series 2025 Bonds, is hereby authorized and approved. The Official Statement shall be in substantially the form of the Preliminary Official Statement, with such changes, insertions and omissions as may be approved by an Authorized Officer, such approval to be conclusively evidenced by the execution and delivery thereof. Each of the Authorized Officers is hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name of the Community Facilities District, to execute the final Official Statement and any amendment or supplement thereto.

SECTION 8. Based upon the value of the property within the Community Facilities District reported in the Appraisal and the value-to-lien information for such property set forth in the Preliminary Official Statement, the City Council, for purposes of Section 53345.8 of the Act, hereby finds and determines that the value of the real property that would be subject to the Special Tax to pay debt service on the Series 2025 Bonds will be at least three times the principal amount of the Series 2025 Bonds to be sold and the principal amount of all other bonds outstanding that are secured by a special tax levied pursuant to the Act on property within the Community Facilities District or a special assessment levied on property within the Community Facilities District.

SECTION 9. If and to the extent that any feature or aspect of the Series 2025 Bond structure, the rate and method of apportionment of the Special Tax, the method of financing the Facilities, the appraisal, the absorption study or other components of the Series 2025 Bond issue approved and authorized hereby is inconsistent or in conflict with any requirement, standard, measure or procedure set forth in the City's Mello-Roos Community Facilities Act of 1982 Local Goals and Policies, such requirement, standard, measure or procedure is, to the extent necessary to eliminate such inconsistency or conflict, hereby waived, and the City Council hereby finds and determines that benefit inures to the ultimate property owners, the Community Facilities District and/or the City as a result of such waiver.

SECTION 10. The City Council hereby approves the execution and delivery of all agreements, documents, certificates and instruments referred to herein with electronic signatures as may be permitted under the California Uniform Electronic Transactions Act and digital signatures as may be permitted under Section 16.5 of the California Government Code using DocuSign.

SECTION 11. All actions heretofore taken by the officers, employees and agents of the City with respect to the issuance and sale of the Series 2025 Bonds, or in connection with or related to any of the agreements, documents, certificates or instruments referred to herein, are hereby approved, confirmed and ratified.

SECTION 12. The Authorized Officers and the officers, employees and agents of the City are, and each of them is, hereby authorized and directed, for and in the name of the Community Facilities District to take all actions and do any and all things and to execute and deliver any and all agreements, documents, certificates or instruments that they, or any of them, may deem necessary or advisable in order to consummate the transactions contemplated by this Resolution and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution not inconsistent with the provisions hereof.

SECTION 13. 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 21st day of October, 2025.

_____
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. 2025- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held October 21, 2025 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. 2025- duly passed and adopted by the Ontario City Council at their regular meeting held October 21, 2025.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT A

GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the Series 2025 Bonds in accordance with Section 5852.1 of the California Government Code. Such good faith estimates have been provided to the Community Facilities District by the Municipal Advisor, which the Municipal Advisor has prepared in consultation with the Underwriter.

Principal Amount. The Municipal Advisor has informed the Community Facilities District that, based on the Community Facilities District's financing plan and current market conditions, its good faith estimate of the aggregate principal amount of the Series 2025 Bonds to be issued and sold is $15,655,000 (the "Estimated Principal Amount"), which does not include approximately $102,379 of net original issue discount estimated to be generated based on current market conditions. Net original issue discount is generated when, on a net aggregate basis for a single issuance of bonds, the price paid for such bonds is lower than the face value of such bonds. Such Estimated Principal Amount and such estimated net original issue discount amount would produce approximately $15,552,621 of gross proceeds.

True Interest Cost of the Series 2025 Bonds. The Municipal Advisor has informed the Community Facilities District that, assuming that the Estimated Principal Amount of the Series 2025 Bonds is issued and sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the true interest cost of the Series 2025 Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Series 2025 Bonds, is 5.24%.

Finance Charge of the Series 2025 Bonds. The Municipal Advisor has informed the Community Facilities District that, assuming that the Estimated Principal Amount of the Series 2025 Bonds is issued and sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the finance charge for the Series 2025 Bonds, which means the sum of all fees and charges paid to third parties (or costs associated with the Series 2025 Bonds), is $584,825.

Amount of Proceeds to be Received. The Municipal Advisor has informed the Community Facilities District that, assuming that the Estimated Principal Amount of the Series 2025 Bonds is issued and sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the amount of proceeds expected to be received by the Community Facilities District for sale of the Series 2025 Bonds, less the finance charge of the Series 2025 Bonds, as estimated above, and any reserves or capitalized interest paid or funded with proceeds of the Series 2025 Bonds, is $13,927,196.

Total Payment Amount. The Municipal Advisor has informed the Community Facilities District that, assuming that the Estimated Principal Amount of the Series 2025 Bonds is issued and sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the total payment amount, which means the sum total of all payments the Community Facilities District will make to pay debt service on the Series 2025 Bonds, plus the finance charge for the Series 2025 Bonds, as described above, not paid with the proceeds of the Series 2025 Bonds, calculated to the final maturity of the Series 2025 Bonds, is $30,734,152, which excludes any reserves (or interest accrued thereon) or capitalized interest funded or paid with proceeds of the Series 2025 Bonds (which may offset such total payment amount).

The foregoing estimates constitute good faith estimates only and are based on market conditions prevailing at the time of preparation of such estimates. The actual principal amount of the Series 2025 Bonds issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the sale of the Series 2025 Bonds being different than the date assumed for purposes of such estimates, (b) the actual principal amount of Series 2025 Bonds issued and sold being different from the Estimated Principal Amount, (c) the actual amortization of the Series 2025 Bonds being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time of sale of the Series 2025 Bonds being different than those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the Community Facilities District's financing plan, or a combination of such factors. The actual date of sale of the Series 2025 Bonds and the actual principal amount of Series 2025 Bonds issued and sold will be determined by the Community Facilities District based on the timing of the need for proceeds of the Series 2025 Bonds and other factors. The actual interest rates borne by the Series 2025 Bonds will depend on market interest rates at the time of sale thereof. The actual amortization of the Series 2025 Bonds will also depend, in part, on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the Community Facilities District.

_____

SHEILA MAUTZ, CITY CLERK

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, MAKING A DECLARATION OF OFFICIAL INTENT TO REIMBURSE EXPENDITURES FOR COSTS OF FACILITIES WITH BOND PROCEEDS AND RELATED ACTIONS.

WHEREAS, the City Council (the "City Council") of the City of Ontario (the "City") has formed City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2) (the "Community Facilities District") under the provisions of the Mello-Roos Community Facilities Act of 1982 (the "Act"); and

WHEREAS, the Community Facilities District is authorized under the Act to levy a special tax (the "Special Tax") to pay for the costs of certain public facilities (the "Facilities") and to issue bonds payable from the Special Tax; and

WHEREAS, in order to provide funds to finance certain of the Facilities, the Community Facilities District proposes to issue its City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2) Special Tax Bonds, Series 2025 (the "Series 2025 Bonds"); and

WHEREAS, pursuant to the Act (a) the Community Facilities District is a legally constituted governmental entity established pursuant to the Act for the sole purpose of financing facilities and services, and (b) the City Council is the legislative body of the Community Facilities District; and

WHEREAS, the Community Facilities District and the City are related entities; and

WHEREAS, beginning on the 60-day period prior to the date hereof, the City has paid or incurred, or expects to pay or incur, prior to the issuance of the Series 2025 Bonds, certain costs of the Facilities; and

WHEREAS, the City has also paid or incurred certain "preliminary expenditures" with respect to the Facilities and may pay or incur certain additional "preliminary expenditures" with respect to the Facilities; the term "preliminary expenditures" includes architectural, engineering, surveying, soil testing, bond issuance and similar costs that are incurred prior to commencement of acquisition, construction or rehabilitation of a project, other than land acquisition, site preparation and similar costs incident to commencement of construction and such preliminary expenditures constitute costs of the Facilities; and

WHEREAS, in order to reimburse the City for the payment of costs of the Facilities, the Community Facilities District anticipates it will issue Series 2025 Bonds in an amount not expected to exceed $17,000,000 for the purpose of financing costs of the Facilities; and

WHEREAS, proceeds of the Series 2025 Bonds will be allocated to reimbursement of prior expenditures no later than 18 months after the later of (a) the date the cost is paid, or (b) the date the Facilities are, or each component thereof is, placed in service or abandoned (but in no event more than three years after the cost is paid); and

WHEREAS, Section 1.150-2 of the Treasury Regulations requires the Community Facilities District to declare its reasonable official intent to reimburse prior expenditures for costs of the Facilities with proceeds of indebtedness; and

WHEREAS, the Community Facilities District desires to declare its official intent to use proceeds of indebtedness, including the Series 2025 Bonds, to reimburse expenditures for costs of the Facilities paid before such indebtedness is incurred and to finance the costs of the Facilities on a long-term basis with the proceeds of such indebtedness.

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

SECTION 1. The foregoing recitals are true and correct, and the City Council so finds and determines.

SECTION 2. This Resolution is adopted by the City Council, as the legislative body of the Community Facilities District, solely for purposes of establishing compliance with the requirements of Section 1.150-2 of the Treasury Regulations. Capitalized undefined terms used herein shall have the meanings ascribed thereto in the Internal Revenue Code of 1986 and in Section 1.150-2 of the Treasury Regulations. This Resolution does not bind the Community Facilities District or the City to make any expenditure, incur any indebtedness or proceed with construction of the Facilities.

SECTION 3. All actions heretofore taken by the officers, employees and agents of the City with respect to the actions set forth above are hereby approved, confirmed and ratified.

SECTION 4. The officers, employees and agents of the City are, and each of them is, hereby authorized and directed, for and in the name of the Community Facilities District to take all actions and do any and all things and to execute and deliver any and all agreements, documents, certificates or instruments that they, or any of them, may deem necessary or advisable in order to consummate the transactions contemplated by this Resolution and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution not inconsistent with the provisions hereof.

SECTION 5. 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 21st day of October 2025.

_____
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. 2025- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held October 21, 2025 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. 2025- duly passed and adopted by the Ontario City Council at their regular meeting held October 21, 2025.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

INDENTURE

by and between

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 71
(NEUHOUSE PHASE 2)

and

ZIONS BANCORPORATION, NATIONAL ASSOCIATION,
AS TRUSTEE

Dated as of _____ 1, 2025

Relating to
City of Ontario
Community Facilities District No. 71
(Neuhouse Phase 2)
Special Tax Bonds

TABLE OF CONTENTS

Page

ARTICLE I
DEFINITIONS; RULES OF CONSTRUCTION; EQUAL SECURITY

Section 1.01. Definitions 3
Section 1.02. Rules of Construction 10
Section 1.03. Equal Security 11

ARTICLE II
THE BONDS

Section 2.01. Authorization of Bonds; Special, Limited Obligations 12
Section 2.02. Terms of Series 2025 Bonds 12
Section 2.03. Execution of Bonds 13
Section 2.04. Authentication of Bonds 13
Section 2.05. Registration Books 14
Section 2.06. Transfer and Exchange of Bonds 14
Section 2.07. Book-Entry System 14
Section 2.08. Bonds Mutilated, Lost, Destroyed or Stolen 16
Section 2.09. Temporary Bonds 17

ARTICLE III
ISSUANCE OF SERIES 2025 BONDS; APPLICATION OF PROCEEDS; ADDITIONAL BONDS

Section 3.01. Issuance of Series 2025 Bonds 18
Section 3.02. Application of Proceeds 18
Section 3.03. Costs of Issuance Fund 18
Section 3.04. Improvement Fund 19
Section 3.05. Conditions for the Issuance of Additional Bonds 22
Section 3.06. Procedure for the Issuance of Additional Bonds 24
Section 3.07. Additional Bonds 24

ARTICLE IV
REDEMPTION OF BONDS

Section 4.01. Redemption of Series 2025 Bonds 25
Section 4.02. Notice of Redemption 27
Section 4.03. Selection of Bonds for Redemption 27
Section 4.04. Partial Redemption of Bonds 28

TABLE OF CONTENTS

Page

Section 4.05. Effect of Notice of Redemption 28

ARTICLE V
SECURITY FOR BONDS; FLOW OF FUNDS; INVESTMENTS

Section 5.01. Pledge 29
Section 5.02. Special Tax Fund 29
Section 5.03. Bond Fund 30
Section 5.04. Reserve Fund 31
Section 5.05. Redemption Fund 32
Section 5.06. Rebate Fund 32
Section 5.07. Administrative Expense Fund 32
Section 5.08. Investment of Moneys 33

ARTICLE VI
COVENANTS

Section 6.01. Collection of Special Tax Revenues 35
Section 6.02. Foreclosure 35
Section 6.03. Compliance with Act 36
Section 6.04. Punctual Payment 36
Section 6.05. Extension of Payment of Bonds 36
Section 6.06. Against Encumbrances; Defense of Pledge 36
Section 6.07. Tax Covenants 36
Section 6.08. Non-Cash Payments of Special Tax 37
Section 6.09. Reduction in Special Tax 37
Section 6.10. Continuing Disclosure 37
Section 6.11. Accounting Records 37
Section 6.12. State Reporting 37
Section 6.13. Annual Reports to the California Debt and Investment Advisory Commission 38
Section 6.14. Further Assurances 38

ARTICLE VII
EVENTS OF DEFAULT AND REMEDIES

Section 7.01. Events of Default 39
Section 7.02. Foreclosure 39

TABLE OF CONTENTS

Page

Section 7.03. Other Remedies 39
Section 7.04. Remedies Not Exclusive 40
Section 7.05. Application of Net Special Tax Revenues After Default 40
Section 7.06. Power of Trustee to Enforce 41
Section 7.07. Owners' Direction of Proceedings 41
Section 7.08. Limitation on Owners' Right to Sue 41
Section 7.09. Absolute Obligation 41
Section 7.10. Termination of Proceedings 42
Section 7.11. No Waiver of Default 42

ARTICLE VIII
TRUSTEE

Section 8.01. Duties and Liabilities of Trustee 43
Section 8.02. Qualifications; Removal and Resignation; Successors 43
Section 8.03. Liability of Trustee 44
Section 8.04. Right to Rely on Documents and Opinions 46
Section 8.05. Accounting Records and Financial Statements 47
Section 8.06. Preservation and Inspection of Documents 47
Section 8.07. Compensation and Indemnification 47

ARTICLE IX
SUPPLEMENTAL INDENTURES

Section 9.01. Supplemental Indentures 49
Section 9.02. Effect of Supplemental Indenture 50
Section 9.03. Endorsement of Bonds; Preparation of New Bonds 50
Section 9.04. Amendment of Particular Bonds 50

ARTICLE X
DEFEASANCE

Section 10.01. Discharge of Indenture 51
Section 10.02. Bonds Deemed To Have Been Paid 51
Section 10.03. Unclaimed Moneys 52

ARTICLE XI
MISCELLANEOUS

Section 11.01. Successor Is Deemed Included in All References to Predecessor 53

TABLE OF CONTENTS

Page

Section 11.02. Limitation of Rights 53
Section 11.03. Destruction of Bonds 53
Section 11.04. Severability of Invalid Provisions 53
Section 11.05. Notices 53
Section 11.06. Evidence of Rights of Owners 54
Section 11.07. Disqualified Bonds 55
Section 11.08. Money Held for Particular Bonds 55
Section 11.09. Funds and Accounts 55
Section 11.10. Business Days 55
Section 11.11. Waiver of Personal Liability 55
Section 11.12. Conflict with Act 56
Section 11.13. Conclusive Evidence of Regularity 56
Section 11.14. Governing Laws 56
Section 11.15. Electronic Signature 56
Section 11.16. Execution in Several Counterparts 56
EXHIBIT A PERMITTED INVESTMENTS A-1
EXHIBIT B FORM OF SERIES 2025 BOND B-1

INDENTURE

THIS INDENTURE (this "Indenture"), dated as of _____ 1, 2025, is by and between CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 71 (NEUHOUSE PHASE 2), a community facilities district organized and existing under the laws of the State of California (the "Community Facilities District"), and ZIONS BANCORPORATION, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, as trustee (the "Trustee").

W I T N E S S E T H:

WHEREAS, the City Council of the City of Ontario has formed the Community Facilities District under the provisions of the Mello-Roos Community Facilities Act of 1982 (the "Act");

WHEREAS, the Community Facilities District is authorized under the Act to levy a special tax (the "Special Tax") to pay for the costs of certain public facilities (the "Facilities") and to issue bonds payable from the Special Tax;

WHEREAS, in order to provide funds to finance a portion of the Facilities, the Community Facilities District desires to provide for the issuance of its City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2) Special Tax Bonds, Series 2025 (the "Series 2025 Bonds"), in the aggregate principal amount of not to exceed $_____;

WHEREAS, the Community Facilities District desires to provide for the issuance of additional bonds (the "Additional Bonds") for refunding purposes payable from the Special Tax on a parity with the Series 2025 Bonds, provided that said issuance is in accordance with the Act and this Indenture (the Series 2025 Bonds and any such Additional Bonds being collectively referred to as the "Bonds");

WHEREAS, in order to provide for the authentication and delivery of the Bonds, to establish and declare the terms and conditions upon which the Bonds are to be issued and secured and to secure the payment of the principal thereof, premium, if any, and interest thereon, the Community Facilities District has authorized the execution and delivery of this Indenture; and

WHEREAS, the Community Facilities District has determined that all acts and proceedings required by law necessary to make the Bonds, when executed by the Community Facilities District, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal special, limited obligations of the Community Facilities District, and to constitute this Indenture a valid and binding agreement for the uses and purposes herein set forth in accordance with its terms, have been done and taken, and the execution and delivery of this Indenture has been in all respects duly authorized;

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that in order to secure the payment of the principal of, premium, if any, and the interest on all Bonds at any time issued and outstanding under this Indenture, according to their tenor, and to secure the performance and observance of all the covenants and conditions therein and herein set forth, and to declare the terms and conditions upon and subject to which the Bonds are to be issued, and in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the

Bonds by the owners thereof, and for other valuable consideration, the receipt whereof is hereby acknowledged, the Community Facilities District does hereby covenant and agree with the Trustee, for the benefit of the respective owners from time to time of the Bonds, as follows:

ARTICLE I

DEFINITIONS; RULES OF CONSTRUCTION; EQUAL SECURITY

Section 1.01. Definitions. Unless the context otherwise requires, the terms defined in this Section shall for all purposes of this Indenture and of any certificate, opinion or other document herein or therein mentioned, have the meanings herein specified.

"Accounts" means the accounts from time to time established pursuant to this Indenture in any of the Funds established and maintained by the Trustee pursuant hereto.

"Act" means the Mello-Roos Community Facilities Act of 1982, constituting Sections 53311 *et seq.* of the California Government Code.

"Additional Bonds" means Bonds other than Series 2025 Bonds issued hereunder in accordance with the provisions of Sections 3.05 and 3.06.

"Administrative Expense Fund" means the Fund by that name established and held by the Trustee pursuant to Section 5.07.

"Administrative Expenses" means any reasonably necessary or appropriate expenses incurred in the administration of the Community Facilities District and the Bonds, including (a) the administrative and legal costs of levying and collecting the Special Tax (including costs incurred in connection with any appeals relating thereto and litigation expenses incurred in connection with the collection of such Special Tax), (b) the fees, costs and indemnifications due the Trustee, (c) the costs incurred with on-going disclosure in connection with the Bonds, (d) the costs incurred in connection with the disclosure of the Special Tax to property owners and potential purchasers of property, (e) the amounts required to calculate and pay arbitrage rebate payments to the federal government, and (f) an allocable share of the salaries of the City staff providing services on behalf of the Community Facilities District directly related to the foregoing and an allocable share of City general administrative overhead related thereto.

"Affiliate" of another Person means (a) each Person that, directly or indirectly, owns or controls, whether beneficially or as trustee, guardian, or other fiduciary, 50% or more of any class of equity securities of such other Person, and (b) each Person that controls, is controlled by or is under common control with or by such Person or any Affiliate of such Person. For the purpose of this definition, "control" of a Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of its management or policies, whether through the ownership of voting securities, by contract or otherwise.

"Annual Debt Service" means, for each Bond Year, the sum of (a) the interest due on the Outstanding Bonds in such Bond Year, assuming that the Outstanding Bonds are retired as scheduled (including by reason of mandatory sinking fund redemptions), and (b) the principal of the Outstanding Bonds due in such Bond Year (including by reason of mandatory sinking fund redemptions).

"Authorized Denominations" means (a) with respect to the Series 2025 Bonds, $5,000 and any integral multiple thereof, and (b) with respect to each Series of Additional Bonds, the

authorized denominations for such Series of Additional Bonds specified in the Supplemental Indenture pursuant to which such Additional Bonds are issued.

"Authorized Representative" means, with respect to the Community Facilities District, the Mayor of the City, the City Manager of the City, the Assistant City Manager of the City, the Executive Director of Finance of the City and the Deputy City Treasurer of the City, and any other Person designated as an Authorized Representative of the Community Facilities District in a Written Certificate of the Community Facilities District submitted to the Trustee.

"Average Annual Debt Service" means the average of the Annual Debt Service for all Bond Years, including the Bond Year in which the calculation is made.

"Beneficial Owners" means those Persons for which the Participants have caused the Depository to hold Book-Entry Bonds.

"Bond Counsel" means a firm of nationally recognized bond counsel selected by the Community Facilities District.

"Bond Fund" means the Fund by that name established and held by the Trustee pursuant to Section 5.03.

"Bond Year" means the twelve-month period beginning on September 2 in each year and extending to the next succeeding September 1, both dates inclusive, except that the first Bond Year shall begin on the Closing Date and end on September 1, 2026.

"Bonds" means the City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2) Special Tax Bonds issued hereunder, and includes the Series 2025 Bonds and any Additional Bonds.

"Book-Entry Bonds" means the Bonds of a Series registered in the name of the Depository, or the Nominee thereof, as the registered owner thereof pursuant to the terms and provisions of Section 2.07.

"Business Day" means a day that is not (a) a Saturday, Sunday or legal holiday in the State, (b) a day on which banking institutions in the State, or in any state in which the Office of the Trustee is located, are required or authorized by law (including executive order) to close, or (c) a day on which the New York Stock Exchange is closed.

"Cede & Co." means Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to a Series of Book-Entry Bonds.

"Circulation System Facility" has the meaning ascribed to the term "Circulation System Segment" in the NMC Acquisition Agreement.

"City" means the City of Ontario, a general law city organized and existing under the laws of the State, and its successors.

"City Council" means the City Council of the City.

"City Facilities Account" means the Account by that name within the Improvement Fund established and held by the Trustee pursuant to Section 3.04.

"City Park Account" means the Account by that name within the Improvement Fund established and held by the Trustee pursuant to Section 3.04.

"Closing Date" means the date upon which the Series 2025 Bonds are delivered to the Original Purchaser, being _____, 2025.

"Code" means the Internal Revenue Code of 1986.

"Community Facilities District" means City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2), a community facilities district organized and existing under the laws of the State, and its successors.

"Continuing Disclosure Agreement" means the Continuing Disclosure Agreement, dated as of _____ 1, 2025, by and between the Community Facilities District and Zions Bancorporation, National Association, as Trustee, as originally executed and as it may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof.

"Corresponding Bond Year" means, with respect to any Fiscal Year, the Bond Year that commences in such Fiscal Year.

"Costs of Issuance" means all items of expense directly or indirectly payable by or reimbursable to the Community Facilities District relating to the authorization, issuance, sale and delivery of the Bonds, including printing expenses, rating agency fees, filing and recording fees, initial fees, expenses and charges of the Trustee and its counsel, including the Trustee's first annual administrative fee, fees, charges and disbursements of attorneys, municipal advisors, accounting firms, consultants and other professionals, fees and charges for preparation, execution and safekeeping of the Bonds, any premium for a bond insurance policy securing payment of the Bonds, and any other cost, charge or fee in connection with the original issuance of the Bonds.

"Costs of Issuance Fund" means the Fund by that name established and held by the Trustee pursuant to Section 3.03.

"County" means the County of San Bernardino, a county and political subdivision of the State organized and existing under the laws of the State, and any successor thereto.

"County Assessor" means the Assessor of the County.

"County Auditor" means the Auditor-Controller of the County.

"Defeasance Securities" means (a) non-callable direct obligations of the United States of America ("United States Treasury Obligations"), and (b) evidences of ownership of proportionate interests in future interest and principal payments on United States Treasury Obligations held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying

United States Treasury Obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated.

"Depository" means DTC, and its successors as securities depository for any Series of Book-Entry Bonds, including any such successor appointed pursuant to Section 2.07.

"DTC" means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York.

"Electronic Means" means e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder.

"Event of Default" means any event specified in Section 7.01.

"Facilities" means the public facilities authorized to be financed by the Community Facilities District, as described in the Resolution of Formation.

"Fiscal Year" means the period beginning on July 1 of each year and ending on the next succeeding June 30, or any other twelve-month period hereafter selected and designated as the official fiscal year period of the Community Facilities District.

"Funds" means the separate funds from time to time established and maintained by the Trustee pursuant hereto.

"Improvement Fund" means the Fund by that name established and held by the Trustee pursuant to Section 3.04.

"Indenture" means this Indenture, dated as of _____ 1, 2025, by and between the Community Facilities District and Zions Bancorporation, National Association, as Trustee, as originally executed and as it may be amended, supplemented or otherwise modified from time to time by any Supplemental Indenture.

"Independent Consultant" means any consultant or firm of such consultants selected by the Community Facilities District and who, or each of whom (a) is generally recognized to be qualified in the financial consulting field, (b) is in fact independent and not under the control of the Community Facilities District, the City, NMC Builders, LS-ONTARIO II or any Affiliate thereof, (c) does not have any substantial interest, direct or indirect (i) with or in the Community Facilities District, the City, NMC Builders, LS-ONTARIO II or any Affiliate thereof, (ii) with or in any owner of real property in the Community Facilities District, or (iii) in any real property in the Community Facilities District, and (d) is not connected with the Community Facilities District, the City, NMC Builders, LS-ONTARIO II or any Affiliate thereof as an officer or employee thereof, but who may be regularly retained to make reports to the Community Facilities District or the City.

"Interest Account" means the Account by that name within the Bond Fund established and held by the Trustee pursuant to Section 5.03.

"Interest Payment Dates" means March 1 and September 1 of each year, commencing [March 1, 2026].

"Letter of Representations" means the Letter of Representations from the Community Facilities District to the Depository, in which the Community Facilities District makes certain representations with respect to issues of its securities for deposit by the Depository.

"LS-ONTARIO II" means LS-ONTARIO II LLC, a limited liability company organized and existing under the laws of the state of Delaware, and any successor thereto.

"LS-ONTARIO II Acquisition Account" means the Account by that name within the Improvement Fund established and held by the Trustee pursuant to Section 3.04.

"LS-ONTARIO II Acquisition Agreement" means the Acquisition and Funding Agreement, dated as of April 1, 2023, by and between the City and LS-ONTARIO II, as originally executed and as it may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof.

"LS-ONTARIO II Facilities" has the meaning ascribed to the term "Facilities" in the LS-ONTARIO II Acquisition Agreement.

"LS-ONTARIO II Payment Request" has the meaning ascribed to the term "Payment Request" in the LS-ONTARIO II Acquisition Agreement.

"Maximum Annual Debt Service" means the largest Annual Debt Service for any Bond Year, including the Bond Year in which the calculation is made.

"Moody's" means Moody's Investors Service, Inc., a corporation duly organized and existing under the laws of the State of Delaware, and its successors and assigns, except that if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency selected by the Community Facilities District.

"Net Special Tax Revenues" means Special Tax Revenues, less amounts required to pay Administrative Expenses.

"NMC Acquisition Account" means the Account by that name within the Improvement Fund established and held by the Trustee pursuant to Section 3.04.

"NMC Acquisition Agreement" means the Amended and Restated Acquisition and Funding Agreement, dated as of November 1, 2022, by and between the City and NMC Builders, as originally executed and as it may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof.

"NMC Builders" means NMC Builders, LLC, a limited liability company organized and existing under the laws of the State of California, and any successor thereto.

"NMC Facilities" has the meaning ascribed to the term "Facilities" in the NMC Acquisition Agreement.

"NMC Payment Request" has the meaning ascribed to the term "Payment Request" in the NMC Acquisition Agreement.

"Nominee" means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 2.07.

"Office of the Trustee" means the principal corporate trust office of the Trustee in Los Angeles, California, or such other office as may be specified to the Community Facilities District by the Trustee in writing; provided, however, that with respect to presentation of Bonds for payment or for registration of transfer and exchange, such term shall mean the office or agency of the Trustee at which, at any particular time, its corporate trust agency business shall be conducted, which other office or agency shall be specified to the Community Facilities District by the Trustee in writing.

"Ordinance" means any ordinance adopted by the City Council levying the Special Tax.

"Original Purchaser" means the original purchaser of the Series 2025 Bonds from the Community Facilities District.

"Outstanding" means, when used as of any particular time with reference to Bonds, subject to the provisions of Section 11.07, all Bonds theretofore, or thereupon being, authenticated and delivered by the Trustee under this Indenture except (a) Bonds theretofore canceled by the Trustee or surrendered to the Trustee for cancellation, (b) Bonds with respect to which all liability of the Community Facilities District shall have been discharged in accordance with Section 10.01, and (c) Bonds in lieu of which other Bonds shall have been authenticated and delivered by the Trustee, or that have been paid without surrender thereof, pursuant to Section 2.08.

"Owner" means, with respect to a Bond, the Person in whose name such Bond is registered on the Registration Books.

"Participant" means any entity that is recognized as a participant by DTC in the book-entry system of maintaining records with respect to Book-Entry Bonds.

"Participating Underwriter" has the meaning ascribed to such term in the Continuing Disclosure Agreement.

"Permitted Investments" is defined in Exhibit A hereto.

"Person" means an individual, corporation, limited liability company, firm, association, partnership, trust or other legal entity or group of entities, including a governmental entity or any agency or political subdivision thereof.

"Principal Account" means the Account by that name within the Bond Fund established and held by the Trustee pursuant to Section 5.03.

"Rate and Method" means the rate and method of apportionment of the Special Tax approved by the qualified electors of the Community Facilities District.

"Rebate Fund" means the Fund by that name established and held by the Trustee pursuant to Section 5.06.

"Rebate Requirement" has the meaning ascribed to such term in the Tax Certificate.

"Record Date" means, with respect to interest payable on any Interest Payment Date, the 15th calendar day of the month preceding such Interest Payment Date, whether or not such day is a Business Day.

"Redemption Fund" means the Fund by that name established and held by the Trustee pursuant to Section 5.05.

"Redemption Price" means the aggregate amount of principal of and premium, if any, on the Bonds upon the redemption thereof pursuant hereto.

"Registration Books" means the records maintained by the Trustee for the registration of ownership and registration of transfer of the Bonds pursuant to Section 2.05.

"Reserve Fund" means the Fund by that name established and held by the Trustee pursuant to Section 5.04.

"Reserve Requirement" means, as of the date of any calculation, the least of (a) "10% of the proceeds of the issue," within the meaning of Section 148 of the Code, with respect to the Bonds (excluding from such calculation Bonds refunded with the proceeds of subsequently issued Bonds), (b) Maximum Annual Debt Service, and (c) 125% of Average Annual Debt Service.

"Resolution of Formation" means Resolution No. 2024-073, adopted by the City Council on July 2, 2024, as originally adopted and as it may be amended, supplemented or otherwise modified from time to time.

"S&P" means S&P Global Ratings, a business unit of Standard and Poor's Financial Services, LLC, and its successors and assigns, except that if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term "S&P" shall be deemed to refer to any other nationally recognized securities rating agency selected by the Community Facilities District.

"Series" means the initial series of Bonds executed, authenticated and delivered on the date of initial issuance of the Bonds and designated pursuant to this Indenture as the Series 2025 Bonds, and any Additional Bonds issued pursuant to a Supplemental Indenture and identified as a separate Series of Bonds.

"Series 2025 Bonds" means the City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2) Special Tax Bonds, Series 2025, issued hereunder.

"Services" has the meaning ascribed to such term in the Rate and Method.

"Special Tax" means the special tax described and defined in the Rate and Method as "Special Tax A" approved by the qualified electors to be levied within the Community Facilities District pursuant to the Act and the Rate and Method.

"Special Tax Fund" means the Fund by that name established and held by the Trustee pursuant to Section 5.02.

"Special Tax Revenues" means the proceeds of the Special Tax received by or on behalf of the Community Facilities District, other than proceeds of the Special Tax levied to pay the costs of Services received by or on behalf of the Community Facilities District, including any prepayments thereof, interest and penalties thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Tax, which shall be limited to the amount of said lien and interest and penalties thereon.

"State" means the State of California.

"Supplemental Indenture" means any supplemental indenture modifying or amending this Indenture, but only if and to the extent that such Supplemental Indenture is specifically authorized hereunder.

"Tax Certificate" means the Tax Certificate executed by the Community Facilities District at the time of issuance of the Series 2025 Bonds relating to the requirements of Section 148 of the Code, as originally executed and as it may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof.

"Trustee" means Zions Bancorporation, National Association, a national banking association organized and existing under the laws of the United States of America, or any successor thereto as Trustee hereunder substituted in its place as provided herein.

"Verification Report" means, with respect to the deemed payment of Bonds pursuant to clause (ii) of Section 10.02(a), a report of a nationally recognized certified public accountant, or firm of such accountants, verifying that the Defeasance Securities and cash, if any, deposited in connection with such deemed payment satisfy the requirements of clause (ii) of Section 10.02(a).

"Written Certificate" and **"Written Request"** of the Community Facilities District mean, respectively, a written certificate or written request signed in the name of the Community Facilities District by an Authorized Representative. Any such certificate or request may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed as a single instrument.

Section 1.02. Rules of Construction. (a) The terms defined herein expressed in the singular shall, unless the context otherwise indicates, include the plural and vice versa.

(b) The use herein of the masculine, feminine or neuter gender is for convenience only and shall be deemed and construed to include correlative words of the masculine, feminine or neuter gender, as appropriate.

(c) References herein to a document shall include all amendments, supplements or other modifications to such document, and any replacements, substitutions or novation of, that document.

(d) Any term defined herein by reference to another document shall continue to have the meaning ascribed thereto whether or not such other document remains in effect.

(e) The use herein of the words "including" and "includes," and words of similar import, shall be deemed to be followed by the phrase "without limitation."

(f) Headings of Articles and Sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(g) All references herein to designated "Articles," "Sections," "Exhibits," "subsections," "paragraphs," "clauses," and other subdivisions are to the designated Articles, Sections, Exhibits, subsections, paragraphs, clauses, and other subdivisions of this Indenture.

(h) The words "hereof" (except when preceded by a specific Section or Article reference) "herein," "hereby," "hereunder," "hereinabove," "hereinafter," and other equivalent words and phrases used herein refer to this Indenture and not solely to the particular portion hereof in which any such word is used.

(i) Any reference to a Person, or a Person in a specified capacity, shall be construed to include such Person's successors or such Person's successors in such capacity, as the case may be.

Section 1.03. Equal Security. In consideration of the acceptance of the Bonds by the Owners thereof, this Indenture shall be deemed to be and shall constitute a contract among the Community Facilities District, the Trustee and the Owners from time to time of all Bonds authorized, executed, issued and delivered hereunder and then Outstanding to secure the full and final payment of the principal of, premium, if any, and interest on all Bonds that may from time to time be authorized, executed, issued and delivered hereunder, subject to the agreements, conditions, covenants and provisions contained herein; and all agreements and covenants set forth herein to be performed by or on behalf of the Community Facilities District shall be for the equal and proportionate benefit, protection and security of all Owners of the Bonds without distinction, preference or priority as to security or otherwise of any Bonds over any other Bonds by reason of the number or date thereof or the time of authorization, sale, execution, issuance or delivery thereof or for any cause whatsoever, except as expressly provided herein or therein.

ARTICLE II

THE BONDS

Section 2.01. Authorization of Bonds; Special, Limited Obligations. (a) The Community Facilities District hereby authorizes the issuance of the Bonds under and subject to the terms of this Indenture, the Act and other applicable laws of the State. The Bonds may consist of one or more Series of Bonds of varying denominations, dates, maturities, interest rates and other provisions, subject to the provisions and conditions contained herein. The Bonds shall be designated generally as the "City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2) Special Tax Bonds," each Series thereof to bear such additional designation as may be necessary or appropriate to distinguish such Series from every other Series of Bonds.

(b) The Bonds shall be special, limited obligations of the Community Facilities District, payable, as provided herein, solely from Net Special Tax Revenues and the other assets pledged therefor hereunder. Neither the faith and credit nor the taxing power of the Community Facilities District (except to the limited extent set forth herein), the City or the State, or any political subdivision thereof, is pledged to the payment of the Bonds.

Section 2.02. Terms of Series 2025 Bonds. (a) The Series 2025 Bonds shall be designated "City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2) Special Tax Bonds, Series 2025." The aggregate principal amount of Series 2025 Bonds that may be issued and Outstanding under this Indenture shall not exceed $_____, except as may be otherwise provided in Section 2.08.

(b) The Series 2025 Bonds shall be issued in fully registered form without coupons in Authorized Denominations, so long as no Series 2025 Bond shall have more than one maturity date. The Series 2025 Bonds shall be dated as of the Closing Date, shall be in the aggregate principal amount of $_____, shall mature on September 1 of each year, shall bear interest at the rates per annum (calculated on the basis of a 360-day year comprised of twelve 30-day months) and shall be in the principal amounts as follows:

Maturity Date (September 1)	Principal Amount	Interest Rate
2026	$	%
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2039		
2044		
2049		
2055		
2056		

(c) Interest on the Series 2025 Bonds shall be payable from the Interest Payment Date next preceding the date of authentication thereof unless (i) a Series 2025 Bond is authenticated on or before an Interest Payment Date and after the close of business on the preceding Record Date, in which event interest thereon shall be payable from such Interest Payment Date, (ii) a Series 2025 Bond is authenticated on or before the first Record Date, in which event interest thereon shall be payable from the Closing Date, or (iii) interest on any Series 2025 Bond is in default as of the date of authentication thereof, in which event interest thereon shall be payable from the date to which interest has previously been paid or duly provided for. Interest shall be paid in lawful money of the United States on each Interest Payment Date. Interest shall be paid by check of the Trustee mailed by first-class mail, postage prepaid, on each Interest Payment Date to the Owners of the Series 2025 Bonds at their respective addresses shown on the Registration Books as of the close of business on the preceding Record Date. Notwithstanding the foregoing, interest on any Series 2025 Bond that is not punctually paid or duly provided for on any Interest Payment Date shall, if and to the extent that amounts subsequently become available therefor, be paid on a payment date established by the Trustee to the Person in whose name the ownership of such Series 2025 Bond is registered on the Registration Books at the close of business on a special record date to be established by the Trustee for the payment of such defaulted interest, notice of which shall be given to such Owner not less than ten days prior to such special record date.

(d) The principal of the Series 2025 Bonds shall be payable in lawful money of the United States of America upon presentation and surrender thereof upon maturity or earlier redemption at the Office of the Trustee.

(e) The Series 2025 Bonds shall be subject to redemption as provided in Article IV.

(f) The Series 2025 Bonds shall be in substantially the form set forth in Exhibit B hereto, with appropriate or necessary insertions, omissions and variations as permitted or required hereby.

Section 2.03. Execution of Bonds. The Bonds shall be executed in the name and on behalf of the Community Facilities District with the manual or facsimile signature of the Mayor of the City attested by the manual or facsimile signature of the City Clerk of the City. The Bonds shall then be delivered to the Trustee for authentication by it. In case any of such officers who shall have signed or attested any of the Bonds shall cease to be such officers before the Bonds so signed or attested shall have been authenticated or delivered by the Trustee, or issued by the Community Facilities District, such Bonds may nevertheless be authenticated, delivered and issued and, upon such authentication, delivery and issue, shall be as binding upon the Community Facilities District as though those who signed and attested the same had continued to be such officers, and also any Bonds may be signed and attested on behalf of the Community Facilities District by such Persons as at the actual date of execution of such Bonds shall be the proper officers of the City although at the nominal date of such Bonds any such Person shall not have been such officer of the City.

Section 2.04. Authentication of Bonds. Only such of the Bonds as shall bear thereon a certificate of authentication substantially in the form as that set forth in Exhibit B hereto for the Series 2025 Bonds, manually executed by the Trustee, shall be valid or obligatory for any

purpose or entitled to the benefits of this Indenture, and such certificate of the Trustee shall be conclusive evidence that the Bonds so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this Indenture.

Section 2.05. Registration Books. The Trustee shall keep or cause to be kept, at the Office of the Trustee, sufficient records for the registration and transfer of ownership of the Bonds, which shall be open to inspection during regular business hours and upon reasonable notice by the Community Facilities District. Upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such records, the ownership of the Bonds.

Section 2.06. Transfer and Exchange of Bonds. (a) Any Bond may be transferred upon the Registration Books by the Person in whose name it is registered, in person or by such Person's duly authorized attorney, upon surrender of such Bond to the Trustee for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in a form acceptable to the Trustee. Whenever any Bond or Bonds shall be so surrendered for transfer, the Community Facilities District shall execute and the Trustee shall authenticate and shall deliver a new Bond or Bonds of the same Series and maturity in a like aggregate principal amount, in any Authorized Denomination. The Trustee shall require the Owner requesting such transfer to pay any tax or other governmental charge required to be paid with respect to such transfer.

(b) The Bonds may be exchanged at the Office of the Trustee for a like aggregate principal amount of Bonds of the same Series and maturity of other Authorized Denominations. The Trustee shall require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

(c) The Trustee shall not be obligated to make any transfer or exchange of Bonds of a Series pursuant to this Section during the period established by the Trustee for the selection of Bonds of such Series for redemption, or with respect to any Bonds of such Series selected for redemption.

Section 2.07. Book-Entry System. (a) Prior to the issuance of a Series of Bonds, the Community Facilities District may provide that such Series of Bonds shall initially be issued as Book-Entry Bonds, and in such event, the Bonds of such Series for each maturity date shall be in the form of a separate single fully registered Bond (which may be typewritten). Upon initial issuance, the ownership of each such Bond of such Series shall be registered in the Registration Books in the name of the Nominee, as nominee of the Depository. The Series 2025 Bonds shall initially be issued as Book-Entry Bonds.

Payment of principal of, and interest and premium, if any, on, any Book-Entry Bond registered in the name of the Nominee shall be made on the applicable payment date by wire transfer of New York clearing house or equivalent next day funds or by wire transfer of same day funds to the account of the Nominee. Such payments shall be made to the Nominee at the address that is, on the Record Date, shown for the Nominee in the Registration Books.

(b) With respect to Book-Entry Bonds, the Community Facilities District and the Trustee shall have no responsibility or obligation to any Participant or to any Person on behalf of

which such a Participant holds an interest in such Book-Entry Bonds. Without limiting the immediately preceding sentence, the Community Facilities District and the Trustee shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee or any Participant with respect to any ownership interest in Book-Entry Bonds, (ii) the delivery to any Participant or any other Person, other than an Owner as shown in the Registration Books, of any notice with respect to Book-Entry Bonds, including any notice of redemption, (iii) the selection by the Depository and its Participants of the beneficial interests in Book-Entry Bonds of a maturity to be redeemed in the event such Book-Entry Bonds are redeemed in part, (iv) the payment to any Participant or any other Person, other than an Owner as shown in the Registration Books, of any amount with respect to principal of, or premium, if any, or interest on Book-Entry Bonds, or (v) any consent given or other action taken by the Depository as Owner.

(c) The Community Facilities District and the Trustee may treat and consider the Person in whose name each Book-Entry Bond is registered in the Registration Books as the absolute Owner of such Book-Entry Bond for the purpose of payment of principal of, and premium, if any, and interest on such Bond, for the purpose of selecting any Bonds, or portions thereof, to be redeemed, for the purpose of giving notices of redemption and other matters with respect to such Book-Entry Bond, for the purpose of registering transfers with respect to such Book-Entry Bond, for the purpose of obtaining any consent or other action to be taken by Owners and for all other purposes whatsoever, and the Community Facilities District and the Trustee shall not be affected by any notice to the contrary.

(d) In the event of a redemption of all or a portion of a Book-Entry Bond, the Depository, in its discretion (i) may request the Trustee to authenticate and deliver a new Book-Entry Bond, or (ii) if the Depository is the sole Owner of such Book-Entry Bond, shall make an appropriate notation on the Book-Entry Bond indicating the date and amounts of the reduction in principal thereof resulting from such redemption, except in the case of final payment, in which case such Book-Entry Bond must be presented to the Trustee prior to payment.

(e) The Trustee shall pay all principal of, and premium, if any, and interest on the Book-Entry Bonds only to or "upon the order of" (as that term is used in the Uniform Commercial Code as adopted in the State) the respective Owner, as shown in the Registration Books, or such Owner's respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the obligations with respect to payment of principal of, and premium, if any, and interest on the Book-Entry Bonds to the extent of the sum or sums so paid. No Person other than an Owner, as shown in the Registration Books, shall receive an authenticated Book-Entry Bond. Upon delivery by the Depository to the Owners, the Community Facilities District and the Trustee of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to Record Dates, the word Nominee in this Indenture shall refer to such nominee of the Depository.

(f) In order to qualify the Book-Entry Bonds for the Depository's book-entry system, the Community Facilities District shall execute and deliver to the Depository a Letter of Representations. The execution and delivery of a Letter of Representations shall not in any way impose upon the Community Facilities District or the Trustee any obligation whatsoever with respect to Persons having interests in such Book-Entry Bonds other than the Owners, as shown

on the Registration Books. Such Letter of Representations may provide the time, form, content and manner of transmission, of notices to the Depository. In addition to the execution and delivery of a Letter of Representations by the Community Facilities District, the Community Facilities District and the Trustee shall take such other actions, not inconsistent with this Indenture, as are reasonably necessary to qualify Book-Entry Bonds for the Depository's book-entry program.

(g) In the event the Community Facilities District determines that it is in the best interests of the Beneficial Owners that they be able to obtain certificated Bonds and that such Bonds should therefore be made available and notifies the Depository and the Trustee of such determination, the Depository will notify the Participants of the availability through the Depository of certificated Bonds. In such event, the Trustee shall transfer and exchange certificated Bonds as requested by the Depository and any other Owners in appropriate amounts. In the event (i) the Depository determines not to continue to act as securities depository for Book-Entry Bonds, or (ii) the Depository shall no longer so act and gives notice to the Trustee of such determination, then the Community Facilities District shall discontinue the Book-Entry system with the Depository. If the Community Facilities District determines to replace the Depository with another qualified securities depository, the Community Facilities District shall prepare or direct the preparation of a new single, separate, fully registered Bond of the appropriate Series for each maturity date of such Book-Entry Bonds, registered in the name of such successor or substitute qualified securities depository or its nominee. If the Community Facilities District fails to identify another qualified securities depository to replace the Depository, then the Book-Entry Bonds shall no longer be restricted to being registered in the Registration Books in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging such Bonds shall designate, in accordance with the provisions of Sections 2.06, 2.08 and 2.09. Whenever the Depository requests the Community Facilities District to do so, the Community Facilities District shall cooperate with the Depository in taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the Book-Entry Bonds to any Participant having Book-Entry Bonds credited to its account with the Depository, and (ii) to arrange for another securities depository to maintain custody of certificates evidencing the Book-Entry Bonds.

(h) Notwithstanding any other provision of this Indenture to the contrary, if the Depository is the sole Owner of the Bonds of a Series, so long as any Book-Entry Bond of such Series is registered in the name of the Nominee, all payments of principal of, and premium, if any, and interest on such Book-Entry Bond and all notices with respect to such Book-Entry Bond shall be made and given, respectively, as provided in the Letter of Representations or as otherwise instructed by the Depository.

(i) In connection with any notice or other communication to be provided to Owners pursuant to this Indenture by the Community Facilities District or the Trustee, with respect to any consent or other action to be taken by Owners of Book-Entry Bonds, the Trustee shall establish a record date for such consent or other action and give the Depository notice of such record date not less than 15 calendar days in advance of such record date to the extent possible.

Section 2.08. <u>Bonds Mutilated, Lost, Destroyed or Stolen</u>. If any Bond shall become mutilated, the Community Facilities District, at the expense of the Owner of said Bond, shall

execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of the same Series and maturity in a like principal amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Trustee of the Bond so mutilated. Every mutilated Bond so surrendered to the Trustee shall be canceled by it and delivered to, or upon the order of, the Community Facilities District. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee and, if such evidence and indemnity reasonably satisfactory to the Trustee shall be given, the Community Facilities District, at the expense of the Owner, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of the same Series and maturity in a like aggregate principal amount in lieu of and in replacement for the Bond so lost, destroyed or stolen (or if any such Bond shall have matured or shall have been selected for redemption, instead of issuing a replacement Bond, the Trustee may pay the same without surrender thereof). The Community Facilities District may require payment by the Owner of a sum not exceeding the actual cost of preparing the replacement Bond delivered thereto under this Section and the expenses incurred by the Community Facilities District and the Trustee in connection therewith. Any Bond of a Series issued under the provisions of this Section in lieu of any Bond of such Series alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the Community Facilities District whether or not the Bond so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Indenture with all other Bonds of such Series secured by this Indenture.

Section 2.09. Temporary Bonds. The Bonds of a Series may be issued in temporary form exchangeable for definitive Bonds of such Series when ready for delivery. Any temporary Bonds may be printed, lithographed or typewritten, shall be of such Authorized Denominations as may be determined by the Community Facilities District, shall be in fully registered form without coupons and may contain such reference to any of the provisions of this Indenture as may be appropriate. Every temporary Bond shall be executed by the Community Facilities District and authenticated by the Trustee upon the same conditions and in substantially the same manner as the definitive Bonds. If the Community Facilities District issues temporary Bonds of a Series it shall execute and deliver definitive Bonds of such Series as promptly thereafter as practicable, and thereupon the temporary Bonds of such Series may be surrendered, for cancellation, at the Office of the Trustee and the Trustee shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of such Series and maturities in Authorized Denominations. Until so exchanged, the temporary Bonds of such Series shall be entitled to the same benefits under this Indenture as definitive Bonds of such Series authenticated and delivered hereunder.

ARTICLE III

ISSUANCE OF SERIES 2025 BONDS; APPLICATION OF PROCEEDS; ADDITIONAL BONDS

Section 3.01. Issuance of Series 2025 Bonds. The Community Facilities District may at any time execute the Series 2025 Bonds and deliver the same to the Trustee. The Trustee shall authenticate the Series 2025 Bonds and deliver the Series 2025 Bonds to the Original Purchaser upon receipt of a Written Request of the Community Facilities District and upon receipt of the purchase price therefor.

Section 3.02. Application of Proceeds. (a) On the Closing Date, the proceeds of the sale of the Series 2025 Bonds received by the Trustee, $_____, shall be deposited by the Trustee as follows:

(i) the Trustee shall deposit the amount of $_____ in the Costs of Issuance Fund;

(ii) the Trustee shall deposit the amount of $_____ in the Reserve Fund, which is equal to the Reserve Requirement;

(iii) [the Trustee shall deposit the amount of $_____ in the LS-ONTARIO II Acquisition Account;

(iv) the Trustee shall deposit the amount of $_____ in the City Park Account; and

(v) the Trustee shall deposit the amount of $_____ in the NMC Acquisition Account.

(b) On the Closing Date, the amount transferred by the Community Facilities District to the Trustee, $_____, which consists of amounts of the Special Tax collected by the Community Facilities District, shall be deposited by the Trustee in the LS-ONTARIO II Acquisition Account.]

Section 3.03. Costs of Issuance Fund. (a) The Trustee shall establish and maintain a separate Fund designated the "Costs of Issuance Fund." On the Closing Date, the Trustee shall deposit in the Costs of Issuance Fund the amount required to be deposited therein pursuant to Section 3.02. There shall additionally be deposited in the Cost of Issuance Fund the portion, if any, of the proceeds of the sale of any Additional Bonds required to be deposited therein under the Supplemental Indenture pursuant to which such Additional Bonds are issued.

(b) The moneys in the Costs of Issuance Fund shall be used and withdrawn by the Trustee from time to time to pay the Costs of Issuance upon submission of a Written Request of the Community Facilities District stating (i) the Person to whom payment is to be made, (ii) the amount to be paid and instructions for such payment, (iii) the purpose for which such costs were incurred, (iv) that such payment is a proper charge against the Costs of Issuance Fund, and (v) that payment of such amount has not been the subject of a prior disbursement from the Costs

of Issuance Fund, in each case together with a statement or invoice for each amount requested thereunder. On the last Business Day that is no later than six months after the Closing Date, the Trustee shall transfer any amount remaining in the Costs of Issuance Fund to the City Park Account, and, upon making such transfer, the Costs of Issuance Fund shall be closed.

(c) If the Costs of Issuance Fund has been closed in accordance with the provisions hereof, the Costs of Issuance Fund shall be reopened and reestablished by the Trustee in connection with the issuance of any Additional Bonds, if so provided in the Supplemental Indenture pursuant to which such Additional Bonds are issued.

Section 3.04. Improvement Fund. (a) The Trustee shall establish and maintain a separate Fund designated the "Improvement Fund." Within the Improvement Fund, the Trustee shall establish and maintain a separate Account designated the "LS-ONTARIO II Acquisition Account," a separate Account designated the "NMC Acquisition Account," a separate Account designated the "City Facilities Account," and a separate Account designated the "City Park Account." On the Closing Date, the Trustee shall deposit in each of the Accounts within the Improvement Fund the amount, if any, required to be deposited therein pursuant to Section 3.02. There shall additionally be deposited in each of the Accounts within the Improvement Fund (i) the portion, if any, of the proceeds of the sale of any Additional Bonds required to be deposited therein under the Supplemental Indenture pursuant to which such Additional Bonds are issued, and (ii) amounts received by the Trustee when accompanied by a Written Request of the Community Facilities District that such amounts are to be deposited in such Account, which amounts may include Special Tax Revenues collected and received by the Community Facilities District prior to the Closing Date.

(b) The moneys in the LS-ONTARIO II Acquisition Account shall be used and withdrawn by the Trustee from time to time to pay the costs of the LS-ONTARIO II Facilities upon submission of a Written Request of the Community Facilities District stating (i) the Person to whom payment is to be made, (ii) the amount to be paid and instructions for such payment, (iii) the purpose for which such costs were incurred, (iv) that such payment is for costs of the LS-ONTARIO II Facilities and is a proper charge against the LS-ONTARIO II Acquisition Account, (v) that payment of such costs has not been the subject of a prior disbursement from any of the Accounts within the Improvement Fund, and (vi) whether or not such costs of the LS-ONTARIO II Facilities are to be paid pursuant to a LS-ONTARIO II Payment Request submitted in accordance with the LS-ONTARIO II Acquisition Agreement, in each case together with a statement or invoice for each amount requested thereunder. If costs of the LS-ONTARIO II Facilities are to be paid pursuant to a LS-ONTARIO II Payment Request submitted in accordance with the LS-ONTARIO II Acquisition Agreement, a duplicate original of the signed and approved LS-ONTARIO II Payment Request relating to such costs of the LS-ONTARIO II Facilities, together with all exhibits and attachments thereto, must accompany such Written Request of the Community Facilities District.

Upon the submission of a Written Certificate of the Community Facilities District stating (i) that the portion of the LS-ONTARIO II Facilities to be financed from the LS-ONTARIO II Acquisition Account has been completed and that all costs of such LS-ONTARIO II Facilities have been paid, or (ii) that such portion of the LS-ONTARIO II Facilities has been substantially completed and that all remaining costs of such portion of the LS-ONTARIO II Facilities have been

determined and specifying the amount to be retained therefor, the Trustee shall transfer all of the amount remaining in the LS-ONTARIO II Acquisition Account (less any such retention) to the City Park Account.

(c) The moneys in the NMC Acquisition Account shall be used and withdrawn by the Trustee from time to time to pay the costs of the NMC Facilities upon submission of a Written Request of the Community Facilities District stating (i) the Person to whom payment is to be made, (ii) the amount to be paid and instructions for such payment, (iii) the purpose for which such costs were incurred, (iv) that such payment is for costs of the NMC Facilities and is a proper charge against the NMC Acquisition Account, (v) that payment of such costs has not been the subject of a prior disbursement from any of the Accounts within the Improvement Fund or from any other fund or account established with respect to a community facilities district formed by the City Council and from which costs of NMC Facilities are authorized to be paid, and (vi) whether or not such costs of the NMC Facilities are to be paid pursuant to a NMC Payment Request submitted in accordance with the NMC Acquisition Agreement, in each case together with a statement or invoice for each amount requested thereunder. If costs of the NMC Facilities are to be paid pursuant to a NMC Payment Request submitted in accordance with the NMC Acquisition Agreement, a duplicate original of the signed and approved NMC Payment Request relating to such costs of the NMC Facilities, together with all exhibits and attachments thereto, must accompany such Written Request of the Community Facilities District.

If, on the date the Community Facilities District submits to the Trustee a Written Request of the Community Facilities District to pay costs of the NMC Facilities, there are insufficient moneys in the NMC Acquisition Account to pay such costs in full, the amount remaining unpaid shall be paid as and to the extent that moneys are subsequently deposited in the NMC Acquisition Account, but only after the payment in full of all amounts that the Community Facilities District, by a Written Request of the Community Facilities District, previously directed the Trustee to pay from the NMC Acquisition Account.

If the NMC Payment Request submitted to the Trustee pursuant to this subsection requests that the costs of the NMC Facilities to be paid thereunder be paid to the Person or Persons, in the amounts, set forth in the completed Purchase Price Payment Instructions attached to such NMC Payment Request as Attachment B, the Trustee shall, as and when amounts become available in the NMC Acquisition Account to pay all or a portion of such costs, pay from the NMC Acquisition Account such costs or portion thereof to such Person or Persons. If the NMC Payment Request submitted to the Trustee pursuant to this subsection indicates that the costs of the NMC Facilities to be paid thereunder be paid to the Person or Persons, in the amounts, to be set forth in Purchase Price Payment Instructions to be submitted to the Trustee as and when amounts become available in the NMC Acquisition Account to pay all or a portion of such costs, the Trustee shall, as and when such amounts become available, notify NMC Builders in writing of (i) the number or other designation of the NMC Payment Request pursuant to which such payment of such costs is requested to be made, (ii) the amount available in the NMC Acquisition Account to pay such costs or portion thereof, and (iii) the name of the Community Facilities District, and, upon submission to the Trustee by NMC Builders of completed and signed Purchase Price Payment Instructions in the form attached to such NMC Payment Request as Attachment B, the Trustee shall pay from the NMC Acquisition Account such costs or portion thereof to the Person or Persons, in the amounts, set forth in such Purchase Price Payment Instructions.

If, on the date the Community Facilities District submits to the Trustee a Written Request of the Community Facilities District to pay 85% of the costs of a Circulation System Facility, there are insufficient moneys in the NMC Acquisition Account to pay such portion of such costs in full, the amount remaining unpaid shall be paid as and to the extent that moneys are subsequently deposited in the NMC Acquisition Account, but only after the payment in full of all amounts that the Community Facilities District, by a Written Request of the Community Facilities District, previously directed the Trustee to pay from the NMC Acquisition Account.

If the NMC Payment Request submitted to the Trustee pursuant to this subsection requests that 85% of the costs of a Circulation System Facility to be paid thereunder be paid to the Person or Persons, in the amounts, set forth in the completed Purchase Price Payment Instructions attached to such NMC Payment Request as Attachment B, the Trustee shall, as and when amounts become available in the NMC Acquisition Account to pay all or a portion of such costs, pay from the NMC Acquisition Account such costs or portion thereof to such Person or Persons. If the NMC Payment Request submitted to the Trustee pursuant to this subsection indicates that 85% of the costs of a Circulation System Facility to be paid thereunder be paid to the Person or Persons, in the amounts, to be set forth in Purchase Price Payment Instructions to be submitted to the Trustee as and when amounts become available in the NMC Acquisition Account to pay all or a portion of such costs, the Trustee shall, as and when such amounts become available, notify NMC Builders in writing of (i) the number or other designation of the NMC Payment Request pursuant to which such payment of such costs is requested to be made, (ii) the amount available in the NMC Acquisition Account to pay such costs or portion thereof, and (iii) the name of the Community Facilities District, and, upon submission to the Trustee by NMC Builders of completed and signed Purchase Price Payment Instructions in the form attached to such NMC Payment Request as Attachment B, the Trustee shall pay from the NMC Acquisition Account such costs or portion thereof to the Person or Persons, in the amounts, set forth in such Purchase Price Payment Instructions.

Upon the submission of a Written Certificate of the Community Facilities District stating (i) that the portion of the NMC Facilities to be financed from the NMC Acquisition Account has been completed and that all costs of such NMC Facilities have been paid, or (ii) that such portion of the NMC Facilities has been substantially completed and that all remaining costs of such portion of the NMC Facilities have been determined and specifying the amount to be retained therefor, the Trustee shall (A) if the amount remaining in the NMC Acquisition Account (less any such retention) is equal to or greater than $25,000, transfer the portion of such amount equal to the largest integral multiple of $5,000 that is not greater than such amount to the Redemption Fund, to be applied to the redemption of Bonds as directed by the Community Facilities District, and (B) after making the transfer, if any, required to be made pursuant to the preceding clause (A), transfer all of the amount remaining in the NMC Acquisition Account (less any such retention) to the Interest Account, to be applied to the payment of interest on the Bonds.

(d) The moneys in the City Facilities Account shall be used and withdrawn by the Trustee from time to time to pay the costs of the Facilities upon submission of a Written Request of the Community Facilities District stating (i) the Person to whom payment is to be made, (ii) the amount to be paid and instructions for such payment, (iii) the purpose for which such costs were incurred, (iv) that such payment is for costs of the Facilities and is a proper charge against the City Facilities Account, and (v) that payment of such costs has not been the subject of

a prior disbursement from any of the Accounts within the Improvement Fund, in each case together with a statement or invoice for each amount requested thereunder.

Upon the submission of a Written Certificate of the Community Facilities District stating (i) that the portion of the Facilities to be financed from the City Facilities Account has been completed and that all costs of such Facilities have been paid, or (ii) that such portion of the Facilities has been substantially completed and that all remaining costs of such portion of the Facilities have been determined and specifying the amount to be retained therefor, the Trustee shall (A) if the amount remaining in the City Facilities Account (less any such retention) is equal to or greater than $25,000, transfer the portion of such amount equal to the largest integral multiple of $5,000 that is not greater than such amount to the Redemption Fund, to be applied to the redemption of Bonds as directed by the Community Facilities District, and (B) after making the transfer, if any, required to be made pursuant to the preceding clause (A), transfer all of the amount remaining in the City Facilities Account (less any such retention) to the Interest Account, to be applied to the payment of interest on the Bonds.

(e) The moneys in the City Park Account shall be used and withdrawn by the Trustee from time to time to pay the costs of the Facilities upon submission of a Written Request of the Community Facilities District stating (i) the Person to whom payment is to be made, (ii) the amount to be paid and instructions for such payment, (iii) the purpose for which such costs were incurred, (iv) that such payment is for costs of the Facilities and is a proper charge against the City Park Account, and (v) that payment of such costs has not been the subject of a prior disbursement from any of the Accounts within the Improvement Fund, in each case together with a statement or invoice for each amount requested thereunder.

Upon the submission of a Written Certificate of the Community Facilities District stating (i) that the portion of the Facilities to be financed from the City Park Account has been completed and that all costs of such Facilities have been paid, or (ii) that such portion of the Facilities has been substantially completed and that all remaining costs of such portion of the Facilities have been determined and specifying the amount to be retained therefor, the Trustee shall (A) if the amount remaining in the City Park Account (less any such retention) is equal to or greater than $25,000, transfer the portion of such amount equal to the largest integral multiple of $5,000 that is not greater than such amount to the Redemption Fund, to be applied to the redemption of Bonds as directed by the Community Facilities District, and (B) after making the transfer, if any, required to be made pursuant to the preceding clause (A), transfer all of the amount remaining in the City Park Account (less any such retention) to the Interest Account, to be applied to the payment of interest on the Bonds.

Section 3.05. Conditions for the Issuance of Additional Bonds. The Community Facilities District may at any time issue one or more Series of Additional Bonds payable from Net Special Tax Revenues as provided herein on a parity with all other Bonds theretofore issued hereunder, but only subject to the following conditions, which are hereby made conditions precedent to the issuance of such Additional Bonds:

(a) upon the issuance of such Additional Bonds, no Event of Default shall have occurred and be continuing hereunder;

(b) the issuance of such Additional Bonds shall have been authorized under and pursuant to this Indenture and the Act and shall have been provided for by a Supplemental Indenture, which shall specify the following:

(i) the purposes for which the proceeds of such Additional Bonds are to be applied, which purposes may only include one or more of (A) providing funds to refund any Bonds previously issued hereunder, (B) providing funds to pay Costs of Issuance incurred in connection with the issuance of such Additional Bonds, and (C) providing funds to make any deposit to the Reserve Fund required pursuant to paragraph (viii) below;

(ii) the designation of such Series of Additional Bonds, the aggregate principal amount of the Additional Bonds of such Series, and the principal amount of, and the interest rate to be borne by, each maturity of such Additional Bonds;

(iii) that such Additional Bonds shall be payable as to interest on the Interest Payment Dates, except that the first installment of interest may be payable on either March 1 or September 1 and shall be for a period of not longer than twelve months;

(iv) the date, the maturity date or dates and the dates on which mandatory sinking fund redemptions, if any, are to be made for such Additional Bonds; provided, however, that each such maturity date and date on which a mandatory sinking fund redemption is to be made shall be a September 1 and, provided, further, that serial maturities of serial Bonds or mandatory sinking fund redemptions for term Bonds, or any combination thereof, shall be established to provide for the redemption or payment of such Additional Bonds on or before their respective maturity dates;

(v) the Authorized Denominations of such Additional Bonds;

(vi) the redemption premiums and terms, if any, for such Additional Bonds;

(vii) the form of such Additional Bonds;

(viii) the amount, if any, to be deposited from the proceeds of sale of such Additional Bonds in the Reserve Fund; provided, however, that the amount on deposit in the Reserve Fund at the time that such Additional Bonds become Outstanding shall be at least equal to the Reserve Requirement; and

(ix) such other provisions that are appropriate or necessary and are not inconsistent with the provisions hereof;

(c) The Community Facilities District shall have received a certificate from an Independent Consultant certifying that Annual Debt Service in each Bond Year, calculated for all Bonds that will be Outstanding after the issuance of such Additional

Bonds, will be less than or equal to Annual Debt Service in such Bond Year, calculated for all Bonds that are Outstanding immediately prior to the issuance of such Additional Bonds.

Nothing contained herein shall limit the issuance of any special tax bonds payable from the Special Tax if, after the issuance and delivery of such special tax bonds, none of the Bonds theretofore issued hereunder will be Outstanding.

Section 3.06. Procedure for the Issuance of Additional Bonds. At any time after the sale of any Additional Bonds in accordance with the Act, such Additional Bonds shall be executed by the Community Facilities District for issuance hereunder and shall be delivered to the Trustee and thereupon shall be authenticated and delivered by the Trustee, but only upon receipt by the Trustee of the following:

(a) a certified copy of the Supplemental Indenture authorizing the issuance of such Additional Bonds;

(b) a Written Request of the Community Facilities District as to the delivery of such Additional Bonds;

(c) a Written Certificate of the Community Facilities District stating that the conditions precedent to the issuance of such Additional Bonds specified in Section 3.05 have been satisfied;

(d) an opinion of Bond Counsel substantially to the effect that (i) this Indenture, as modified and amended by all Supplemental Indentures theretofore, or thereupon being, entered into has been duly authorized, executed and delivered by, and constitutes the valid and binding obligation of, the Community Facilities District, (ii) such Additional Bonds constitute valid and binding special, limited obligations of the Community Facilities District, and (iii) the issuance of such Additional Bonds, in and of itself, will not adversely affect the exclusion of interest on the Bonds Outstanding prior to the issuance of such Additional Bonds from gross income for federal income tax purposes;

(e) the proceeds of the sale of such Additional Bonds; and

(f) such further documents or money as are required by the provisions hereof or by the provisions of the Supplemental Indenture pursuant to which such Additional Bonds are issued.

Section 3.07. Additional Bonds. The Community Facilities District shall not incur any obligations payable from Net Special Tax Revenues on a parity with the Bonds, except as provided in Sections 3.05 and 3.06.

ARTICLE IV

REDEMPTION OF BONDS

Section 4.01. Redemption of Series 2025 Bonds. (a) *Optional Redemption.* The Series 2025 Bonds maturing on and after September 1, 20__, shall be subject to optional redemption, in whole, or in part in Authorized Denominations, on any date on or after September 1, 20__ from any source of available funds, at the following respective Redemption Prices (expressed as percentages of the principal amount of the Series 2025 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	Redemption Price
September 1, 20__ through August 31, 20__	103%
September 1, 20__ through August 31, 20__	102
September 1, 20__ through August 31, 20__	101
September 1, 20__ and any date thereafter	100

The Community Facilities District shall give the Trustee written notice of its intention to redeem Series 2025 Bonds pursuant to this subsection not less than 45 days prior to the applicable redemption date, unless a later date is agreed to by the Trustee.

(b) *Mandatory Redemption from Special Tax Prepayments.* The Series 2025 Bonds shall be subject to mandatory redemption, in whole, or in part in Authorized Denominations, on any Interest Payment Date, from and to the extent of Special Tax prepayments required to be applied thereto pursuant to Section 5.02(a) and any amount required to be applied thereto pursuant to Section 5.04(c), at the following respective Redemption Prices (expressed as percentages of the principal amount of the Series 2025 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	Redemption Price
September 1, 20__ through March 1, 20__	103%
September 1, 20__ and March 1, 20__	102
September 1, 20__ and March 1, 20__	101
September 1, 20__ and any Interest Payment Date thereafter	100

(c) *Mandatory Sinking Fund Redemption.* The Series 2025 Bonds maturing September 1, 20__ shall be subject to mandatory sinking fund redemption, in part, on September 1 in each year, commencing September 1, 20__, at a Redemption Price equal to the principal amount of the Series 2025 Bonds maturing September 1, 20__ to be redeemed, without premium, plus accrued interest thereon to the date of redemption, in the aggregate respective principal amounts in the respective years as follows:

Sinking Fund Redemption Date (September 1)	Principal Amount to be Redeemed
20__	$
20__	
20__	
20__	
20__ (Maturity)	

If some but not all of the Series 2025 Bonds maturing on September 1, 20__ are redeemed pursuant to Section 4.01(a), the principal amount of the Series 2025 Bonds maturing on September 1, 20__ to be redeemed pursuant to Section 4.01(c) on any subsequent September 1 shall be reduced, by $5,000 or an integral multiple thereof, as designated by the Community Facilities District in a Written Certificate of the Community Facilities District submitted to the Trustee; provided, however, that the aggregate amount of such reductions shall not exceed the aggregate amount of the Series 2025 Bonds maturing on September 1, 20__ redeemed pursuant to Section 4.01(a). If some but not all of the Series 2025 Bonds maturing on September 1, 20__ are redeemed pursuant to Section 4.01(b), the principal amount of the Series 2025 Bonds maturing on September 1, 20__ to be redeemed pursuant to Section 4.01(c) on any subsequent September 1 shall be reduced by the aggregate principal amount of the Series 2025 Bonds maturing on September 1, 20__ so redeemed pursuant to Section 4.01(b), such reduction to be allocated among redemption dates as nearly as practicable on a pro rata basis in amounts of $5,000 or integral multiples thereof, as determined by the Trustee, notice of which determination shall be given by the Trustee to the Community Facilities District.

The Series 2025 Bonds maturing September 1, 20__ shall be subject to mandatory sinking fund redemption, in part, on September 1 in each year, commencing September 1, 2040, at a Redemption Price equal to the principal amount of the Series 2025 Bonds maturing September 1, 20__ to be redeemed, without premium, plus accrued interest thereon to the date of redemption, in the aggregate respective principal amounts in the respective years as follows:

Sinking Fund Redemption Date (September 1)	Principal Amount to be Redeemed
20__	$
20__	
20__	
20__	
20__ (Maturity)	

If some but not all of the Series 2025 Bonds maturing on September 1, 20__ are redeemed pursuant to Section 4.01(a), the principal amount of the Series 2025 Bonds maturing on September 1, 20__ to be redeemed pursuant to Section 4.01(c) on any subsequent September 1 shall be reduced, by $5,000 or an integral multiple thereof, as designated by the Community Facilities District in a Written Certificate of the Community Facilities District submitted to the Trustee; provided, however, that the aggregate amount of such reductions shall not exceed the aggregate

amount of the Series 2025 Bonds maturing on September 1, 20__ redeemed pursuant to Section 4.01(a). If some but not all of the Series 2025 Bonds maturing on September 1, 20__ are redeemed pursuant to Section 4.01(b), the principal amount of the Series 2025 Bonds maturing on September 1, 20__ to be redeemed pursuant to Section 4.01(c) on any subsequent September 1 shall be reduced by the aggregate principal amount of the Series 2025 Bonds maturing on September 1, 20__ so redeemed pursuant to Section 4.01(b), such reduction to be allocated among redemption dates as nearly as practicable on a pro rata basis in amounts of $5,000 or integral multiples thereof, as determined by the Trustee, notice of which determination shall be given by the Trustee to the Community Facilities District.

Section 4.02. Notice of Redemption. The Trustee on behalf and at the expense of the Community Facilities District shall mail (by first-class mail) notice of any redemption to the respective Owners of any Bonds designated for redemption at their respective addresses appearing on the Registration Books and to the Original Purchaser, at least 30 but not more than 60 days prior to the date fixed for redemption. Such notice shall state the date of the notice, the redemption date, the redemption place and the Redemption Price and shall designate the CUSIP numbers, if any, the Bond numbers and the maturity or maturities of the Bonds to be redeemed (except in the event of redemption of all of the Bonds of such maturity or maturities in whole), and shall require that such Bonds be then surrendered at the Office of the Trustee for redemption at the Redemption Price, giving notice also that further interest on such Bonds will not accrue from and after the date fixed for redemption. Neither the failure to receive any notice so mailed, nor any defect in such notice, shall affect the validity of the proceedings for the redemption of the Bonds or the cessation of accrual of interest thereon from and after the date fixed for redemption. With respect to any notice of any optional redemption of Bonds, unless at the time such notice is given the Bonds to be redeemed shall be deemed to have been paid within the meaning of Section 10.02, such notice shall state that such redemption is conditional upon receipt by the Trustee, on or prior to the date fixed for such redemption, of moneys that, together with other available amounts held by the Trustee, are sufficient to pay the Redemption Price of, and accrued interest on, the Bonds to be redeemed, and that if such moneys shall not have been so received said notice shall be of no force and effect and the Community Facilities District shall not be required to redeem such Bonds. In the event a notice of redemption of Bonds contains such a condition and such moneys are not so received, the redemption of Bonds as described in the conditional notice of redemption shall not be made and the Trustee shall, within a reasonable time after the date on which such redemption was to occur, give notice to the Persons and in the manner in which the notice of redemption was given, that such moneys were not so received and that there shall be no redemption of Bonds pursuant to such notice of redemption.

Section 4.03. Selection of Bonds for Redemption. Whenever provision is made in this Indenture for the redemption of less than all of the Bonds, the Trustee shall select the Bonds to be redeemed from all Bonds not previously called for redemption (a) with respect to any optional redemption of Bonds of a Series, among maturities of Bonds of such Series as directed in a Written Request of the Community Facilities District, (b) with respect to any redemption pursuant to Section 4.01(b) and the corresponding provisions of any Supplemental Indenture pursuant to which Additional Bonds are issued, among maturities of all Series of Bonds on a *pro rata* basis as nearly as practicable, and (c) with respect to any other redemption of Additional Bonds, among maturities as provided in the Supplemental Indenture pursuant to which such Additional Bonds are issued, and by lot among Bonds of the same Series with the same maturity

in any manner that the Trustee in its sole discretion shall deem appropriate. For purposes of such selection, all Bonds shall be deemed to be comprised of the greatest number of separate denominations that would result in each such denomination being an Authorized Denomination and each such separate denomination shall be treated as a separate Bond that may be separately redeemed.

Section 4.04. Partial Redemption of Bonds. Upon surrender of any Bonds redeemed in part only, the Community Facilities District shall execute and the Trustee shall authenticate and deliver to the Owner thereof, at the expense of the Community Facilities District, a new Bond or Bonds of the same Series in Authorized Denominations in an aggregate principal amount equal to the unredeemed portion of the Bonds surrendered.

Section 4.05. Effect of Notice of Redemption. (a) Notice of redemption of the Bonds subject to redemption having been mailed as aforesaid, and moneys for the Redemption Price thereof, and the interest thereon to the applicable date fixed for redemption, having been set aside with the Trustee, such Bonds shall become due and payable on said date, and, upon presentation and surrender thereof at the Office of the Trustee, said Bonds shall be paid at the Redemption Price thereof, together with interest accrued and unpaid to said date.

(b) If, on said date fixed for redemption, moneys for the Redemption Price of all the Bonds to be redeemed, together with interest to said date, shall be held by the Trustee so as to be available therefor on such date, and, if notice of redemption thereof shall have been mailed as aforesaid and not canceled, then, from and after said date, interest on said Bonds shall cease to accrue and become payable. All moneys held by or on behalf of the Trustee for the redemption of Bonds shall be held in trust for the account of the Owners of the Bonds so to be redeemed without liability to such Owners for interest thereon.

(c) All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions hereof shall be canceled upon surrender thereof and destroyed.

ARTICLE V

SECURITY FOR BONDS; FLOW OF FUNDS; INVESTMENTS

Section 5.01. Pledge. Subject only to the provisions of this Indenture permitting the application thereof for the purposes and on the terms and conditions set forth herein, in order to secure the payment of the principal of, premium, if any, and interest on the Bonds in accordance with their terms, the provisions of this Indenture and the Act, the Community Facilities District hereby pledges, and grants a lien on and a security interest in, all of its right, title and interest, whether now owned or hereafter acquired, in, to and under the Net Special Tax Revenues and any other amounts held in the Special Tax Fund, the Bond Fund and the Reserve Fund to the Trustee for the benefit of the Owners. Said pledge shall constitute a first lien and security interest, and such assets shall immediately be subject to such lien without the physical delivery of such assets or further act, and such lien shall be valid and binding as against all Persons having claims of any kind in tort, contract or otherwise against the Community Facilities District irrespective of whether any such Persons have notice of such lien and without the filing or recording hereof except in the records of the Community Facilities District.

Section 5.02. Special Tax Fund. (a) The Trustee shall establish and maintain a separate Fund designated the "Special Tax Fund." As soon as practicable after the receipt by the Community Facilities District of any Special Tax Revenues, but in any event no later than the date ten Business Days after such receipt, the Community Facilities District shall transfer such Special Tax Revenues to the Trustee for deposit in the Special Tax Fund; provided, however, that with respect to any such Special Tax Revenues that represent a Special Tax prepayment (i) said Special Tax prepayment shall be identified as such in a Written Certificate of the Community Facilities District submitted to the Trustee at the time such Special Tax prepayment is transferred to the Trustee, (ii) the portion of such Special Tax prepayment that is to be applied to the Redemption Price of the Bonds shall be identified in such Written Certificate of the Community Facilities District, shall be deposited by the Trustee in the Redemption Fund and shall be applied to the redemption of Bonds pursuant to Section 4.01(b) and the corresponding provisions of any Supplemental Indenture pursuant to which Additional Bonds are issued, and (iii) the portion of such Special Tax prepayment that is to be applied to the payment of interest on the Bonds to be so redeemed shall be identified in such Written Certificate of the Community Facilities District, shall be deposited by the Trustee in the Interest Account and shall be applied to the payment of such interest.

(b) Upon receipt of a Written Request of the Community Facilities District, the Trustee shall withdraw from the Special Tax Fund and transfer to the Administrative Expense Fund the amount specified in such Written Request of the Community Facilities District as the amount necessary to be transferred thereto in order to have sufficient amounts available therein to pay Administrative Expenses.

(c) No later than the Business Day immediately preceding each Interest Payment Date, after having made any requested transfer to the Administrative Expense Fund, the Trustee shall withdraw from the Special Tax Fund Net Special Tax Revenues in an amount sufficient to enable the Trustee to make the following transfers in the following order of priority:

(i) *Interest Account*. To the Interest Account, the amount, if any, necessary to cause the amount on deposit in the Interest Account to be equal to the interest due on the Bonds on such Interest Payment Date;

(ii) *Principal Account*. To the Principal Account, the amount, if any, necessary to cause the amount on deposit in the Principal Account to be equal to the principal, if any, due on the Bonds on such Interest Payment Date, including principal due and payable by reason of mandatory sinking fund redemption of such Bonds; and

(iii) *Reserve Fund*. To the Reserve Fund, the amount, if any, necessary to cause the amount on deposit in the Reserve Fund to be equal to the Reserve Requirement.

(d) So long as the City Facilities Account has not been closed pursuant to Section 3.04(d), on each September 2, after having made any requested transfer to the Administrative Expense Fund, the Trustee shall transfer from the Special Tax Fund to the City Facilities Account any amount remaining in the Special Tax Fund; provided, however, that the Community Facilities District may, in a Written Request of the Community Facilities District submitted to the Trustee prior to such September 2, direct the Trustee to retain in the Special Tax Fund all or a portion of such remaining amount.

Section 5.03. Bond Fund. (a) The Trustee shall establish and maintain a separate Fund designated the "Bond Fund." Within the Bond Fund, the Trustee shall establish and maintain a separate Account designated the "Principal Account" and a separate Account designated the "Interest Account." The Trustee shall deposit in the Interest Account and the Principal Account from time to time the amounts required to be deposited therein pursuant to Section 5.02. There shall additionally be deposited in the Interest Account the portion, if any, of the proceeds of the sale of Additional Bonds required to be deposited therein under the Supplemental Indenture pursuant to which such Additional Bonds are issued.

(b) In the event that, on the Business Day prior to an Interest Payment Date, after the deposit in the Interest Account of the amounts required to be deposited therein pursuant to Section 5.02, amounts in the Interest Account are insufficient to pay the interest on the Bonds due and payable on such Interest Payment Date, the Trustee shall withdraw from the Reserve Fund, to the extent of any funds therein, the amount of such insufficiency, and shall transfer any amounts so withdrawn to the Interest Account.

(c) On each Interest Payment Date, the Trustee shall withdraw from the Interest Account for payment to the Owners of the Bonds the interest on the Bonds then due and payable.

(d) In the event that, on the Business Day prior to a September 1 on which principal of the Bonds is due and payable, after the deposit in the Principal Account of the amounts required to be deposited therein pursuant to Section 5.02, including principal due and payable by reason of mandatory sinking fund redemption of the Bonds, amounts in the Principal Account are insufficient to pay such principal, after having withdrawn any amounts from the Reserve Fund required to be withdrawn therefrom on such date pursuant to subsection (b) of this Section, the Trustee shall withdraw from the Reserve Fund, to the extent of any funds therein, the amount of such insufficiency, and shall transfer any amounts so withdrawn to the Principal Account.

(e) On each September 1 on which principal of the Bonds is due and payable, including principal due and payable by reason of mandatory sinking fund redemption of the Bonds, the Trustee shall withdraw from the Principal Account for payment to the Owners of the Bonds such principal then due and payable.

Section 5.04. Reserve Fund. (a) The Trustee shall establish and maintain a separate Fund designated the "Reserve Fund." On the Closing Date, the Trustee shall deposit in the Reserve Fund the amount required to be deposited therein pursuant to Section 3.02. The Trustee shall deposit in the Reserve Fund from time to time the amounts required to be deposited therein pursuant to Section 5.02(c). There shall additionally be deposited in the Reserve Fund, in connection with the issuance of Additional Bonds, the amount required to be deposited therein under the Supplemental Indenture pursuant to which such Additional Bonds are issued.

(b) Except as otherwise provided in this Section, amounts in the Reserve Fund shall be used and withdrawn by the Trustee solely for the purpose of (i) making transfers to the Interest Account in accordance with Section 5.03(b) in the event of any deficiency in the Interest Account of the amount then required for payment of the interest on the Bonds, (ii) making transfers to the Principal Account in accordance with Section 5.03(d) in the event of any deficiency in the Principal Account of the amount then required for payment of the principal of the Bonds, and (iii) redeeming Bonds in accordance with the provisions of this Section.

(c) Whenever Bonds are to be optionally redeemed or redeemed from Special Tax prepayments, a proportionate share, determined as provided below, of the amount on deposit in the Reserve Fund shall, on the date on which amounts to redeem such Bonds are deposited in the Redemption Fund or otherwise deposited with the Trustee pursuant to Section 10.02, be transferred by the Trustee from the Reserve Fund to the Redemption Fund or to such deposit held by the Trustee and shall be applied to the redemption of said Bonds; provided, however, that such amount shall be so transferred only if and to the extent that the amount remaining on deposit in the Reserve Fund will be at least equal to the Reserve Requirement (excluding from the calculation thereof said Bonds to be redeemed). Such proportionate share shall be equal to the largest integral multiple of the minimum Authorized Denomination for said Bonds that is not larger than the amount equal to the product of (i) the amount on deposit in the Reserve Fund on the date of such transfer, times (ii) a fraction, the numerator of which is the principal amount of Bonds to be so redeemed and the denominator of which is the principal amount of Bonds to be Outstanding on the day prior to the date on which such Bonds are to be so redeemed.

(d) Whenever the balance in the Reserve Fund exceeds the amount required to redeem or pay all Outstanding Bonds, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, the Trustee shall, upon receipt of a Written Request of the Community Facilities District, transfer the amount in the Reserve Fund to the Interest Account, Principal Account and/or Redemption Fund, as applicable, to be applied, on the next succeeding Interest Payment Date to the payment and redemption of all of the Outstanding Bonds.

(e) If, as a result of the scheduled payment of principal of or interest on the Bonds, the Reserve Requirement is reduced, the Trustee shall transfer an amount equal to the amount of such reduction to the Interest Account.

Section 5.05. Redemption Fund. (a) The Trustee shall establish and maintain a separate Fund designated the "Redemption Fund." The Trustee shall deposit in the Redemption Fund (i) amounts received from the Community Facilities District in connection with the Community Facilities District's exercise of its rights to optionally redeem Bonds, (ii) the portion of Special Tax prepayments required to be deposited therein pursuant to Section 5.02(a), (iii) amounts required to be transferred to the Redemption Fund from the Improvement Fund (or Accounts therein) pursuant to Section 3.04, (iv) amounts required to be transferred to the Redemption Fund from the Reserve Fund pursuant to Section 5.04(c) or Section 5.04(d), and (v) amounts required to be deposited therein pursuant to any Supplemental Indenture.

(b) Amounts in the Redemption Fund shall be disbursed therefrom for the payment of the Redemption Price of Series 2025 Bonds redeemed pursuant to Section 4.01(a) or Section 4.01(b) and for the payment of the Redemption Price of Additional Bonds redeemed under the Supplemental Indenture pursuant to which such Additional Bonds are issued (other than mandatory sinking fund redemptions thereof).

Section 5.06. Rebate Fund. (a) The Trustee shall establish and maintain a separate Fund designated the "Rebate Fund." There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Tax Certificate, as specified in a Written Request of the Community Facilities District. All money at any time deposited in the Rebate Fund shall be held by the Trustee in trust, to the extent required to satisfy the Rebate Requirement, for payment to the United States of America. Notwithstanding defeasance of the Bonds pursuant to Article X or anything to the contrary contained herein, all amounts required to be deposited into or on deposit in the Rebate Fund shall be governed exclusively by this Section and by the Tax Certificate, which is hereby incorporated herein as if fully set forth herein. The Trustee shall be deemed conclusively to have complied with such provisions if it follows the written directions of the Community Facilities District, and shall have no liability or responsibility to enforce compliance by the Community Facilities District with the terms of the Tax Certificate. The Trustee may conclusively rely upon the Community Facilities District's determinations, calculations and certifications required by the Tax Certificate. The Trustee shall have no responsibility to independently make any calculation or determination or to review the Community Facilities District's calculations.

(b) Any funds remaining in the Rebate Fund after payment in full of all of the Bonds and after payment of any amounts described in this Section, shall, upon receipt by the Trustee of a Written Request of the Community Facilities District, be withdrawn by the Trustee and remitted to the Community Facilities District.

Section 5.07. Administrative Expense Fund. (a) The Trustee shall establish and maintain a separate Fund designated the "Administrative Expense Fund." The Trustee shall deposit in the Administrative Expense Fund the amounts transferred from the Special Tax Fund and required to be deposited therein pursuant to Section 5.02.

(b) The moneys in the Administrative Expense Fund shall be used and withdrawn by the Trustee from time to time to pay the Administrative Expenses upon submission of a Written Request of the Community Facilities District stating (i) the Person to whom payment is to be made, (ii) the amount to be paid and instructions for such payment, (iii) the purpose for which

such costs were incurred and that such purpose constitutes an Administrative Expense, (iv) that such payment is a proper charge against the Administrative Expense Fund, and (v) that payment of such amount has not been the subject of a prior disbursement from the Administrative Expense Fund, in each case together with a statement or invoice for each amount requested thereunder.

Section 5.08. Investment of Moneys. (a) Except as otherwise provided herein, all moneys in any of the Funds or Accounts shall be invested by the Trustee solely in Permitted Investments, as directed in a Written Request of the Community Facilities District received by the Trustee no later than two Business Days prior to the making of such investment. Moneys in all such Funds and Accounts shall be invested in Permitted Investments maturing not later than the date on which it is estimated that such moneys will be required for the purposes specified in this Indenture; provided, however, that Permitted Investments in which moneys in the Reserve Fund are so invested shall mature no later than the earlier of five years from the date of investment or the final maturity date of the Bonds and, provided, further, that if such Permitted Investments may be redeemed at par so as to be available on each Interest Payment Date, any amount in the Reserve Fund may be invested in such redeemable Permitted Investments maturing on any date on or prior to the final maturity date of the Bonds. Absent a timely Written Request of the Community Facilities District with respect to the investment of moneys in any of the Funds or Accounts, the Trustee shall invest such moneys in Permitted Investments described in paragraph (7) of the definition thereof; provided, however, that any such investment shall be made by the Trustee only if, prior to the date on which such investment is to be made, the Trustee shall have received a Written Request of the Community Facilities District specifying a specific money market fund that satisfies the requirements of said paragraph in which such investment is to be made and, if no such Written Request of the Community Facilities District is so received, the Trustee shall hold such moneys uninvested.

(b) Subject to the provisions of Section 5.06, all interest, profits and other income received from the investment of moneys in any Fund or Account (other than the Reserve Fund) shall be retained therein. Subject to the provisions of Section 5.06, all interest, profits or other income received from the investment of moneys in the Reserve Fund shall be transferred to the Interest Account; provided, however, that, notwithstanding the foregoing, any such transfer shall be made from the Reserve Fund only if and to the extent that, after such transfer, the amount on deposit in the Reserve Fund is at least equal to the Reserve Requirement.

(c) Permitted Investments acquired as an investment of moneys in any Fund or Account shall be credited to such Fund or Account. For the purpose of determining the amount in any Fund or Account, all Permitted Investments credited to such Fund or Account shall be valued by the Trustee at the market value thereof, such valuation to be performed not less frequently than semiannually on or before each February 15 and August 15. In determining the market value of Permitted Investments, the Trustee may use and rely upon generally recognized pricing information services, including brokers and dealers in securities, available to it.

(d) The Trustee may act as principal or agent in the making or disposing of any investment. Upon the Written Request of the Community Facilities District, the Trustee shall sell or present for redemption any Permitted Investments so purchased whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the

Fund or Account to which such Permitted Investments are credited, and the Trustee shall not be liable or responsible for any loss resulting from any investment made or sold pursuant to this Section. For purposes of investment, the Trustee may commingle moneys in any of the Funds and Accounts. The Trustee, in making or disposing of any investment permitted by this Section, may deal with itself (in its individual capacity) or with any one or more of its affiliates, whether it or such affiliate is acting as an agent of the Trustee or for any third person or dealing as a principal for its own account but only if such dealing is not in conflict with, contrary to or in violation of any of the Trustee's fiduciary obligations as Trustee hereunder.

(e) The Community Facilities District acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Community Facilities District the right to receive brokerage confirmations of security transactions as they occur, at no additional cost, the Community Facilities District specifically waives receipt of such confirmations to the extent permitted by law. The Trustee shall furnish the Community Facilities District periodic cash transaction statements, which shall include detail for all investment transactions made by the Trustee hereunder.

ARTICLE VI

COVENANTS

Section 6.01. Collection of Special Tax Revenues. (a) The Community Facilities District shall comply with all requirements of the Act so as to assure the timely collection of Special Tax Revenues, including the enforcement of delinquent Special Tax payments.

(b) Prior to August 1 of each year, the Community Facilities District shall ascertain from the County Assessor the relevant parcels on which the Special Tax is to be levied, taking into account any parcel splits during the preceding and then current year. The Community Facilities District shall effect the levy of the Special Tax each Fiscal Year in accordance with the Ordinance by each August 10, or otherwise such that the computation of the levy is complete before the final date on which the County Auditor will accept the transmission of the Special Tax amounts for the parcels within the Community Facilities District for inclusion on the next real property tax roll. Upon the completion of the computation of the amounts of the levy, the Community Facilities District shall prepare or cause to be prepared, and shall transmit to the County Auditor, such data as the County Auditor requires in order to include the levy of the Special Tax on the next real property tax roll.

(c) The Community Facilities District shall fix and levy the Special Tax within the Community Facilities District in each Fiscal Year in accordance with the Rate and Method and, subject to the limitations in the Rate and Method as to the maximum Special Tax that may be levied on each parcel, in an amount sufficient to yield Special Tax Revenues in the amount required for (i) the payment of principal of and interest on any Outstanding Bonds becoming due and payable during the Corresponding Bond Year, (ii) any necessary replenishment of the Reserve Fund, and (iii) the payment of Administrative Expenses estimated to be paid from such Special Tax Revenues, taking into account the balances in the Funds and Accounts.

(d) The Special Tax shall be payable and be collected in the same manner and at the same time and in the same installment as the general taxes on real property are payable (or in such other manner as the City Council shall determine, including direct billing of the affected property owners), and have the same priority, become delinquent at the same time and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do the *ad valorem* taxes on real property.

Section 6.02. Foreclosure. Pursuant to Section 53356.1 of the Act, the Community Facilities District hereby covenants with and for the benefit of the Owners that it will determine or cause to be determined, no later than August 15 of each year, whether or not any owners of property within the Community Facilities District are delinquent in the payment of the Special Tax levied thereon and, if such delinquencies exist, the Community Facilities District will order and cause to be commenced no later than October 1, and thereafter diligently prosecute, an action in the superior court to foreclose the lien of the Special Tax or installment thereof not paid when due; provided, however, that the Community Facilities District shall not be required to order the commencement of foreclosure proceedings if (a) the total Special Tax delinquency in the Community Facilities District for such Fiscal Year is less than 5% of the total amount of the Special Tax levied in such Fiscal Year, and (b) the amount then on deposit in the Reserve Fund

is equal to the Reserve Requirement. Notwithstanding the foregoing, if the Community Facilities District determines that any single parcel in the Community Facilities District is delinquent in excess of $7,500 in the payment of the Special Tax, then the Community Facilities District shall diligently institute, prosecute and pursue foreclosure proceedings against such parcel.

Section 6.03. Compliance with Act. The Community Facilities District shall comply with all applicable provisions of the Act.

Section 6.04. Punctual Payment. The Community Facilities District shall punctually pay or cause to be paid the principal, premium, if any, and interest to become due in respect of all the Bonds, in strict conformity with the terms of the Bonds and of this Indenture, according to the true intent and meaning thereof, but only out of Net Special Tax Revenues and other assets pledged for such payment as provided in this Indenture and received by the Community Facilities District or the Trustee.

Section 6.05. Extension of Payment of Bonds. The Community Facilities District shall not directly or indirectly extend or assent to the extension of the maturity of any of the Bonds or the time of payment of any claims for interest by the purchase of such Bonds or by any other arrangement, and in case the maturity of any of the Bonds or the time of payment of any such claims for interest shall be extended, such Bonds or claims for interest shall not be entitled, in case of any default hereunder, to the benefits of this Indenture, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest thereon that shall not have been so extended. Nothing in this Section shall be deemed to limit the right of the Community Facilities District to issue Bonds for the purpose of refunding any Outstanding Bonds in accordance with the provisions hereof, and such issuance shall not be deemed to constitute an extension of maturity of the Bonds.

Section 6.06. Against Encumbrances; Defense of Pledge. The Community Facilities District shall not create, or permit the creation of, any pledge of, lien on, security interest in or charge or other encumbrance upon the assets pledged under this Indenture, except as permitted hereby. The Community Facilities District shall at all times, to the extent permitted by law, defend, preserve and protect said pledge of such assets, and the lien thereon and security interest therein created hereby, against all claims and demands of all Persons whomsoever.

Section 6.07. Tax Covenants. (a) The Community Facilities District shall not take any action, or fail to take any action, if such action or failure to take such action would adversely affect the exclusion from gross income of interest on the Series 2025 Bonds under Section 103 of the Code. Without limiting the generality of the foregoing, the Community Facilities District shall comply with the requirements of the Tax Certificate, which is incorporated herein as if fully set forth herein. This covenant shall survive payment in full or defeasance of the Series 2025 Bonds.

(b) In the event that at any time the Community Facilities District is of the opinion that for purposes of this Section it is necessary or helpful to restrict or limit the yield on the investment of any moneys in any of the Funds or Accounts, the Community Facilities District shall so instruct the Trustee in writing, and the Trustee shall take such action as may be necessary in accordance with such instructions.

(c) Notwithstanding any provisions of this Section, if the Community Facilities District shall provide to the Trustee an opinion of Bond Counsel to the effect that any specified action required under this Section is no longer required or that some further or different action is required to maintain the exclusion from federal income tax of interest on the Series 2025 Bonds, the Trustee may conclusively rely on such opinion in complying with the requirements of this Section and of the Tax Certificate, and the covenants hereunder shall be deemed to be modified to that extent.

Section 6.08. Non-Cash Payments of Special Tax. The Community Facilities District shall not authorize owners of taxable parcels within the Community Facilities District to satisfy Special Tax obligations by the tender of Bonds unless the Community Facilities District shall have first obtained a report of an Independent Consultant certifying that doing so would not result in the Community Facilities District having insufficient Special Tax Revenues to pay the principal of and interest on all Outstanding Bonds when due.

Section 6.09. Reduction in Special Tax. The Community Facilities District shall not initiate proceedings under the Act to modify the Rate and Method if such modification would adversely affect the security for the Bonds. If an initiative is adopted that purports to modify the Rate and Method in a manner that would adversely affect the security for the Bonds, the Community Facilities District shall, to the extent permitted by law, commence and pursue reasonable legal actions to prevent the modification of the Rate and Method in a manner that would adversely affect the security for the Bonds.

Section 6.10. Continuing Disclosure. Each of the Community Facilities District and the Trustee shall comply with and carry out all of the provisions of the Continuing Disclosure Agreement applicable to it. Notwithstanding any other provision of this Indenture, failure of the Community Facilities District or the Trustee to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default; provided, however, that the Trustee may (and, at the written direction of any Participating Underwriter or the Owners of at least 25% aggregate principal amount of Outstanding Series 2025 Bonds, and upon receipt of indemnification reasonably satisfactory to the Trustee, shall) or any Owner or Beneficial Owner of the Series 2025 Bonds may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

Section 6.11. Accounting Records. The Community Facilities District shall keep or cause to be kept appropriate accounting records in which complete and correct entries shall be made of all transactions relating to the Special Tax, which records shall be available for inspection by the Trustee at reasonable hours and under reasonable conditions.

Section 6.12. State Reporting. If at any time principal or interest due on any scheduled payment date for the Bonds is not paid, or if funds are withdrawn from the Reserve Fund to pay principal of or interest on the Bonds, the Trustee shall notify the Community Facilities District in writing of such failure or withdrawal, and the Community Facilities District shall notify the California Debt and Investment Advisory Commission of such failure or withdrawal within ten days of the failure to make such payment or the date of such withdrawal.

Section 6.13. Annual Reports to the California Debt and Investment Advisory Commission. Not later than October 30 of each year, commencing October 30, 2026 and continuing until the October 30 following the final maturity of the Bonds, the Community Facilities District shall supply to the California Debt and Investment Advisory Commission the information required to be provided thereto pursuant to Section 53359.5(b) of the Act. Such information shall be made available to any Owner upon written request to the Community Facilities District accompanied by a fee determined by the Community Facilities District to pay the costs of the Community Facilities District in connection therewith. The Community Facilities District shall in no event be liable to any Owner or any other person or entity in connection with any error in any such information.

Section 6.14. Further Assurances. The Community Facilities District shall make, execute and deliver any and all such further agreements, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Indenture and for the better assuring and confirming unto the Owners of the rights and benefits provided in this Indenture.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

Section 7.01. Events of Default. The following events shall be Events of Default:

(a) failure to pay any installment of principal of any Bonds when and as the same shall become due and payable, whether at maturity as therein expressed, by proceedings for redemption or otherwise;

(b) failure to pay any installment of interest on any Bonds when and as the same shall become due and payable;

(c) failure by the Community Facilities District to observe and perform any of the other covenants, agreements or conditions on its part in this Indenture or in the Bonds contained, if such failure shall have continued for a period of 30 days after written notice thereof, specifying such failure and requiring the same to be remedied, shall have been given to the Community Facilities District by the Trustee, or to the Community Facilities District and the Trustee by the Owners of not less than 5% in aggregate principal amount of the Bonds at the time Outstanding; provided, however, that, if in the reasonable opinion of the Community Facilities District the failure stated in the notice can be corrected, but not within such 30 day period, such failure shall not constitute an Event of Default if corrective action is instituted by the Community Facilities District within such 30 day period and the Community Facilities District shall thereafter diligently and in good faith cure such failure in a reasonable period of time, provided, further, that, unless otherwise consented to by the Trustee, such period of time shall not exceed 180 days; or

(d) the commencement by the Community Facilities District of a voluntary case under Title 11 of the United States Code or any substitute or successor statute.

Section 7.02. Foreclosure. If an Event of Default shall occur under Section 7.01(a) or Section 7.01(b) then, and in each and every such case during the continuance of such Event of Default, the Trustee may, or at the written direction of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding, and upon being indemnified to its satisfaction therefor, shall, commence foreclosure against any parcels of land in the Community Facilities District delinquent in the payment of the Special Tax, as provided in Section 53356.1 of the Act; provided, however, that the Trustee shall not be required to pursue a foreclosure action against any such parcel if the Trustee would be required to take title to, or an ownership interest in, such parcel in connection with or as a result of such foreclosure action.

Section 7.03. Other Remedies. If an Event of Default shall have occurred and be continuing, the Trustee shall have the right:

(a) by mandamus, suit, action or proceeding, to compel the Community Facilities District and its officers, agents or employees to perform each and every term, provision and covenant contained in this Indenture and in the Bonds, and to require the carrying out of any or all such covenants and agreements of the Community Facilities District and the fulfillment of all duties imposed upon it by this Indenture and the Act;

(b) by suit, action or proceeding in equity, to enjoin any acts or things that are unlawful, or the violation of any of the rights of the Trustee or the Owners; or

(c) by suit, action or proceeding in any court of competent jurisdiction, to require the Community Facilities District and its officers and employees to account as if it and they were the trustees of an express trust.

Section 7.04. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

Section 7.05. Application of Net Special Tax Revenues After Default. If an Event of Default shall occur and be continuing, all Net Special Tax Revenues and any other funds thereafter received by the Trustee under any of the provisions of this Indenture shall be applied by the Trustee as follows and in the following order:

(a) to the payment of any expenses incurred by the Trustee necessary in the opinion of the Trustee to protect the interests of the Owners and payment of reasonable fees, charges and expenses of the Trustee (including reasonable fees and disbursements of its counsel) incurred in and about the performance of its powers and duties under this Indenture;

(b) to the payment of the principal and interest then due with respect to the Bonds (upon presentation of the Bonds to be paid, and stamping thereon of the payment if only partially paid, or surrender thereof if fully paid) subject to the provisions of this Indenture, as follows:

First: to the payment to the Persons entitled thereto of all installments of interest on the Bonds then due in the order of the maturity of such installments and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the Persons entitled thereto, without any discrimination or preference; and

Second: to the payment to the Persons entitled thereto of all installments of principal of the Bonds then due, whether at maturity or by call for redemption, with interest on the overdue principal at the rate borne by the respective Bonds on the date of maturity or redemption, and, if the amount available shall not be sufficient to pay in full all the Bonds, together with such interest, then to the payment thereof ratably, according to the amounts of principal due on such date to the Persons entitled thereto, without any discrimination or preference;

(c) any remaining funds shall be transferred by the Trustee to the Special Tax Fund.

Section 7.06. Power of Trustee to Enforce. All rights of action under this Indenture or the Bonds or otherwise may be prosecuted and enforced by the Trustee without the possession of any of the Bonds or the production thereof in any proceeding relating thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in the name of the Trustee for the benefit and protection of the Owners of such Bonds, subject to the provisions of this Indenture. Nothing herein shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Owner any plan of reorganization, arrangement, adjustment, or composition affecting the Bonds or the rights of any Owner thereof, or to authorize the Trustee to vote in respect of the claim of any Owner in any such proceeding without the approval of the Owners so affected.

Section 7.07. Owners' Direction of Proceedings. Anything in this Indenture to the contrary notwithstanding, the Owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, by an instrument or concurrent instruments in writing executed and delivered to the Trustee, and upon indemnification of the Trustee to its reasonable satisfaction, to direct the method of conducting all remedial proceedings taken by the Trustee hereunder; provided, however, that such direction shall not be otherwise than in accordance with the provisions of this Indenture, the Act and other applicable law and, provided, further, that the Trustee shall have the right to decline to follow any such direction that in the opinion of the Trustee would be unjustly prejudicial to Owners not parties to such direction.

Section 7.08. Limitation on Owners' Right to Sue. No Owner of any Bond shall have the right to institute any suit, action or proceeding at law or in equity, for the protection or enforcement of any right or remedy under this Indenture, the Act or any other applicable law with respect to such Bond, unless (a) such Owner shall have given to the Trustee written notice of the occurrence of an Event of Default, (b) the Owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such suit, action or proceeding in its own name, (c) such Owner or said Owners shall have tendered to the Trustee indemnity reasonably satisfactory to the Trustee against the costs, expenses and liabilities to be incurred in compliance with such request, and (d) the Trustee shall have refused or omitted to comply with such request for a period of 60 days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of any remedy hereunder or under law; it being understood and intended that no one or more Owners shall have any right in any manner whatever by such Owner's or Owners' action to affect, disturb or prejudice the security of this Indenture or the rights of any other Owners, or to enforce any right under the Bonds, this Indenture, the Act or other applicable law with respect to the Bonds, except in the manner herein provided, and that all proceedings at law or in equity to enforce any such right shall be instituted, had and maintained in the manner herein provided and for the benefit and protection of all Owners, subject to the provisions of this Indenture.

Section 7.09. Absolute Obligation. Nothing in this Indenture or the Bonds contained shall affect or impair the obligation of the Community Facilities District, which is absolute and unconditional, to pay the principal of and interest on the Bonds to the respective Owners as the

same become due, as herein provided, but only out of the Net Special Tax Revenues and other assets pledged therefor hereunder, or affect or impair the right of such Owners, which is also absolute and unconditional, to enforce such payment by virtue of the contract embodied in the Bonds.

Section 7.10. Termination of Proceedings. In case any proceedings taken by the Trustee or any one or more Owners on account of any Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or the Owners, then in every such case the Community Facilities District, the Trustee and the Owners, subject to any determination in such proceedings, shall be restored to their former positions and rights hereunder, severally and respectively, and all rights, remedies, powers and duties of the Community Facilities District, the Trustee and the Owners shall continue as though no such proceedings had been taken.

Section 7.11. No Waiver of Default. No delay or omission of the Trustee or of any Owner to exercise any right or power arising upon the occurrence of any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or an acquiescence therein, and every power and remedy given by this Indenture to the Trustee or to the Owners may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VIII

TRUSTEE

Section 8.01. Duties and Liabilities of Trustee. The Trustee shall, prior to an Event of Default, and after the curing or waiver of all Events of Default that may have occurred, perform such duties and only such duties as are expressly and specifically set forth in this Indenture. The Trustee shall, during the existence of any Event of Default that has not been cured or waived, exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

Section 8.02. Qualifications; Removal and Resignation; Successors. (a) The Trustee initially a party hereto and any successor thereto shall at all times be a trust company, national banking association or bank having trust powers in good standing in or incorporated under the laws of the United States or any state thereof, that is (or if such trust company, national banking association or bank is a member of a bank holding company system, its parent bank holding company is) (i) a national banking association that is supervised by the Office of the Comptroller of the Currency and has at least $250 million of assets, or (ii) a state-chartered commercial bank that is a member of the Federal Reserve System and has at least $1 billion of assets. If such trust company, national banking association or bank publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining agency above referred to, then for the purpose of this subsection the combined capital and surplus of such trust company, national banking association or bank shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

(b) The Community Facilities District may, by an instrument in writing, upon at least 30 days' notice to the Trustee, remove the Trustee initially a party hereto and any successor thereto unless an Event of Default shall have occurred and then be continuing, and shall remove the Trustee initially a party hereto and any successor thereto if (i) at any time requested to do so by an instrument or concurrent instruments in writing signed by the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding (or their attorneys duly authorized in writing), or (ii) the Trustee shall cease to be eligible in accordance with subsection (a) of this Section, or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or a receiver of the Trustee or its property shall be appointed, or any public officer shall take control or charge of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, in each case by giving written notice of such removal to the Trustee.

(c) The Trustee may at any time resign by giving written notice of such resignation by first-class mail, postage prepaid, to the Community Facilities District, and to the Owners at the respective addresses shown on the Registration Books. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of subsection (a) of this Section, the Trustee shall resign immediately in the manner and with the effect specified in this Section.

(d) Upon removal or resignation of the Trustee, the Community Facilities District shall promptly appoint a successor Trustee by an instrument in writing. Any removal or

resignation of the Trustee and appointment of a successor Trustee shall become effective upon acceptance of appointment by the successor Trustee; provided, however, that any successor Trustee shall be qualified as provided in subsection (a) of this Section. If no qualified successor Trustee shall have been appointed and have accepted appointment within 45 days following notice of removal or notice of resignation as aforesaid, the removed or resigning Trustee or any Owner (on behalf of such Owner and all other Owners) may petition any court of competent jurisdiction for the appointment of a successor Trustee, and such court may thereupon, after such notice, if any, as it may deem proper, appoint such successor Trustee. Any successor Trustee appointed under this Indenture shall signify its acceptance of such appointment by executing and delivering to the Community Facilities District and to its predecessor Trustee a written acceptance thereof, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become vested with all the moneys, estates, properties, rights, powers, trusts, duties and obligations of such predecessor Trustee, with like effect as if originally named Trustee herein; but, nevertheless at the Written Request of the Community Facilities District or the request of the successor Trustee, such predecessor Trustee shall execute and deliver any and all instruments of conveyance or further assurance and do such other things as may reasonably be required for more fully and certainly vesting in and confirming to such successor Trustee all the right, title and interest of such predecessor Trustee in and to any property held by it under this Indenture and shall pay over, transfer, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Upon acceptance of appointment by a successor Trustee as provided in this subsection, the successor Trustee shall, within 15 days after such acceptance, mail, by first-class mail postage prepaid, a notice of the succession of such Trustee to the trusts hereunder to the Owners at the addresses shown on the Registration Books.

(e) Any trust company, national banking association or bank into which the Trustee may be merged or converted or with which it may be consolidated or any trust company, national banking association or bank resulting from any merger, conversion or consolidation to which it shall be a party or any trust company, national banking association or bank to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided such trust company, national banking association or bank shall be eligible under subsection (a) of this Section, shall be the successor to such Trustee, without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

Section 8.03. Liability of Trustee. (a) The recitals of facts herein and in the Bonds contained shall be taken as statements of the Community Facilities District, and the Trustee shall not assume responsibility for the correctness of the same or incur any responsibility in respect thereof, other than as expressly stated herein in connection with the respective duties or obligations herein or in the Bonds assigned to or imposed upon it. The Trustee shall, however, be responsible for its representations contained in its certificate of authentication on the Bonds.

(b) The Trustee makes no representations as to the validity or sufficiency of this Indenture or of any Bonds, or in respect of the security afforded by this Indenture and the Trustee shall incur no responsibility in respect thereof. The Trustee shall be under no responsibility or duty with respect to the issuance of the Bonds for value, the application of the proceeds thereof except to the extent that such proceeds are received by it in its capacity as Trustee, or the

application of any moneys paid to the Community Facilities District or others in accordance with this Indenture.

(c) The Trustee shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct.

(d) No provision of this Indenture or any other document related hereto shall require the Trustee to risk or advance its own funds.

(e) The Trustee may execute any of its powers or duties hereunder through attorneys, agents or receivers and shall not be answerable for the actions of such attorneys, agents or receivers if selected by it with reasonable care.

(f) The Trustee shall not be liable for any error of judgment made in good faith by a responsible officer, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts.

(g) The immunities and protections extended to the Trustee also extend to its directors, officers, employees and agents.

(h) Before taking action under Article VII, under this Article or upon the direction of the Owners, the Trustee may require indemnity reasonably satisfactory to the Trustee be furnished to it to protect it against all fees and expenses, including those of its attorneys and advisors, and protect it against all liability it may incur.

(i) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Indenture.

(j) The Trustee may become the Owner of Bonds with the same rights it would have if it were not Trustee and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners, whether or not such committee shall represent the Owners of a majority in aggregate principal amount of the Bonds then Outstanding.

(k) The Trustee shall have no responsibility with respect to any information, statement, or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds.

(l) The Trustee shall not be liable for the failure to take any action required to be taken by it hereunder if and to the extent that the Trustee's taking such action is prevented by reason of an act of God, terrorism, war, riot, strike, fire, flood, earthquake, epidemic or other, similar occurrence that is beyond the control of the Trustee and could not have been avoided by exercising due care.

(m) The Trustee shall not be deemed to have knowledge of an Event of Default hereunder unless it has actual knowledge thereof.

(n) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and it shall not be answerable for other than its negligence or willful misconduct.

(o) The Trustee shall not be responsible for or accountable to anyone for the subsequent use or application of any moneys that shall be released or withdrawn in accordance with the provisions hereof.

Section 8.04. Right to Rely on Documents and Opinions. (a) The Trustee shall be protected in acting upon any notice, resolution, request, requisition, facsimile, consent, order, certificate, report, opinion, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Each statement of facts contained in a Written Request of the Community Facilities District or a Written Certificate of the Community Facilities District shall be sufficient evidence to the Trustee of the facts so stated and the Trustee shall have no duty to confirm the accuracy of such facts.

(b) The Trustee shall have the right to accept and act upon a Written Request of the Community Facilities District delivered using Electronic Means. If the Community Facilities District elects to deliver a Written Request of the Community Facilities District to the Trustee using Electronic Means and the Trustee acts upon such Written Request, the Trustee's understanding of such Written Request shall be deemed controlling. The Community Facilities District understands and agrees that the Trustee cannot determine the identity of the actual sender of such Written Request and that the Trustee shall conclusively presume that Written Requests of the Community Facilities District that purport to have been sent by an Authorized Representative of the Community Facilities District have been sent by such Authorized Representative. The Community Facilities District shall be responsible for ensuring that only Authorized Representatives transmit such Written Requests of the Community Facilities District to the Trustee and that the Community Facilities District is solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt thereof by the Community Facilities District. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Written Requests of the Community Facilities District delivered using Electronic Means notwithstanding such directions conflict or are inconsistent with a subsequent written Written Requests of the Community Facilities District. The Community Facilities District agrees (i) to assume all risks arising out of the use of Electronic Means to submit Written Requests of the Community Facilities District to the Trustee, including the risk of the Trustee acting on unauthorized Written Requests of the Community Facilities District, and the risk of interception and misuse by third parties, (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Written Requests of the Community Facilities District to the Trustee and that there may be more secure methods of transmitting Written Requests of the Community Facilities District than the method selected by the Community Facilities District, (iii) that the security procedures, if any, to be followed in connection with its transmission of Written Requests of the Community Facilities District provide to it a commercially reasonable degree of protection in light of its particular needs and

circumstances, and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures. Notwithstanding the foregoing, the provisions of this subsection, and the Trustee's actions pursuant hereto, are subject to the Trustee's standard of care and limitations on liability set forth in Sections 8.03 and 8.04; provided, however, that the Trustee's reliance on a Written Request of the Community Facilities District that purports to have been sent by an Authorized Representative of the Community Facilities District delivered in accordance with this Section using Electronic Means shall not, in and of itself, be construed as negligence.

(c) Whenever in the administration of the duties imposed upon it by this Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a Written Certificate of the Community Facilities District, and such Written Certificate shall be full warrant to the Trustee for any action taken or suffered in good faith under the provisions of this Indenture in reliance upon such Written Certificate, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as it may deem reasonable.

(d) The Trustee may consult with counsel, who may be counsel to the Community Facilities District, with regard to legal questions, including with respect to compliance herewith of amendments hereto, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Section 8.05. Accounting Records and Financial Statements. The Trustee shall at all times keep, or cause to be kept, proper books of record and account, prepared in accordance with prudent corporate trust industry standards, in which accurate entries shall be made of all transactions made by it relating to the proceeds of the Bonds, the Special Tax Revenues received by it and all Funds and Accounts established by it pursuant to this Indenture. Such books of record and account shall be available for inspection by the Community Facilities District during regular business hours and upon reasonable notice and under reasonable circumstances as agreed to by the Trustee. The Trustee shall deliver to the Community Facilities District a monthly accounting of the Funds and Accounts; provided, however, that the Trustee shall not be obligated to deliver an accounting for any Fund or Account that (a) has a balance of zero, and (b) has not had any activity since the last reporting date.

Section 8.06. Preservation and Inspection of Documents. All documents received by the Trustee under the provisions of this Indenture shall be retained in its possession and shall be subject during business hours and upon reasonable notice to the inspection of the Community Facilities District, the Owners and their agents and representatives duly authorized in writing.

Section 8.07. Compensation and Indemnification. The Community Facilities District shall pay to the Trustee from time to time from Special Tax Revenues all reasonable compensation pursuant to a pre-approved fee letter for all services rendered under this Indenture, and also all reasonable expenses, charges, legal and consulting fees pursuant to a pre-approved fee letter and other disbursements pursuant to a pre-approved fee letter and those of its attorneys,

agents and employees, incurred in and about the performance of their powers and duties under this Indenture. The Community Facilities District shall, to the extent permitted by law, from Special Tax Revenues, indemnify and save the Trustee and its officers, directors and employees harmless against any costs, suits, judgments, damages, liabilities, claims, expenses, including legal fees and expenses, and liabilities that it may incur in the exercise and performance of its powers and duties hereunder, including the enforcement of any remedies and the defense of any suit, and that are not due to its negligence or its willful misconduct. The duty of the Community Facilities District to indemnify the Trustee shall survive the resignation or removal of the Trustee and the discharge and satisfaction of this Indenture.

ARTICLE IX

SUPPLEMENTAL INDENTURES

Section 9.01. Supplemental Indentures. (a) This Indenture and the rights and obligations of the Community Facilities District, the Trustee and the Owners hereunder may be amended, supplemented or otherwise modified from time to time and at any time by a Supplemental Indenture, which the Community Facilities District and the Trustee may enter into when there are submitted to the Trustee the written consents of the Owners of a majority of the aggregate principal amount of the Bonds then Outstanding, exclusive of Bonds disqualified as provided in Section 11.07. No such modification or amendment shall (i) extend the fixed maturity of any Bond, reduce the amount of principal thereof or the rate of interest thereon, extend the time of payment thereof or alter the redemption provisions thereof, without the prior written consent of the Owner of each Bond so affected, (ii) permit any pledge of, or the creation of any lien on, security interest in or charge or other encumbrance upon the assets pledged under this Indenture prior to or on a parity with the pledge contained in, and the lien and security interest created by, this Indenture or deprive the Owners of the pledge contained in, and the lien and security interest created by, this Indenture, except as expressly provided in this Indenture, without the prior written consents of the Owners of all Bonds then Outstanding, or (iii) modify or amend this Section without the prior written consents of the Owners of all Bonds then Outstanding.

(b) This Indenture and the rights and obligations of the Community Facilities District, the Trustee and the Owners hereunder may also be amended, supplemented or otherwise modified from time to time and at any time by a Supplemental Indenture, which the Community Facilities District and the Trustee may enter into without the consent of any Owners for any one or more of the following purposes:

(i) to add to the covenants and agreements of the Community Facilities District in this Indenture contained, other covenants and agreements thereafter to be observed, to pledge or assign additional security for the Bonds (or any portion thereof), or to surrender any right or power herein reserved to or conferred upon the Community Facilities District;

(ii) to make such provisions for the purpose of curing any ambiguity, inconsistency or omission, or of curing or correcting any defective provision contained in this Indenture, provided that such modification or amendment does not materially adversely affect the rights or interests of the Owners hereunder;

(iii) to provide for the issuance of one or more Series of Additional Bonds, and to provide the terms and conditions under which such Series of Additional Bonds may be issued, subject to and in accordance with the provisions of Article III;

(iv) to permit the qualification of this Indenture under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect;

(v) to cause interest on the Bonds to be excludable from gross income for purposes of federal income taxation by the United States of America; and

(vi) in any other respect whatsoever as the Community Facilities District may deem necessary or desirable, provided that such modification or amendment does not materially adversely affect the rights or interests of the Owners hereunder.

(c) Promptly after the execution by the Community Facilities District and the Trustee of any Supplemental Indenture, the Trustee shall mail a notice (the form of which shall be furnished to the Trustee by the Community Facilities District), by first-class mail postage prepaid, setting forth in general terms the substance of such Supplemental Indenture, to the Owners at the respective addresses shown on the Registration Books. Any failure to give such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such Supplemental Indenture.

Section 9.02. Effect of Supplemental Indenture. Upon the execution of any Supplemental Indenture pursuant to this Article, this Indenture shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Indenture of the Community Facilities District, the Trustee and the Owners shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 9.03. Endorsement of Bonds; Preparation of New Bonds. Bonds delivered after the effective date of any Supplemental Indenture pursuant to this Article may and, if the Community Facilities District so determines, shall bear a notation by endorsement or otherwise in form approved by the Community Facilities District and the Trustee as to any modification or amendment provided for in such Supplemental Indenture, and, in that case, upon demand of the Owner of any Bond Outstanding at the time of such effective date and presentation of such Bond for such purpose at the Office of the Trustee a suitable notation shall be made on such Bonds. If the Supplemental Indenture shall so provide, new Bonds so modified as to conform, in the opinion of the Community Facilities District and the Trustee, to any modification or amendment contained in such Supplemental Indenture, shall be prepared and executed by the Community Facilities District and authenticated by the Trustee and, in that case, upon demand of the Owner of any Bond Outstanding at the time of such effective date, and presentation of such Bond for such purpose at the Office of the Trustee, such a new Bond in equal principal amount of the same Series, interest rate and maturity shall be exchanged for such Owner's Bond so surrendered.

Section 9.04. Amendment of Particular Bonds. The provisions of this Article shall not prevent any Owner from accepting any amendment, supplement or other modification as to any particular Bond owned by it, provided that due notation thereof is made on such Bond.

ARTICLE X

DEFEASANCE

Section 10.01. Discharge of Indenture. (a) If the Community Facilities District shall pay or cause to be paid or there shall otherwise be paid to the Owners of all Outstanding Bonds the principal thereof and the interest and premium, if any, thereon at the times and in the manner stipulated herein and therein, then the Owners shall cease to be entitled to the pledge of the Net Special Tax Revenues and the other assets pledged therefor hereunder, and all agreements, covenants and other obligations of the Community Facilities District hereunder shall thereupon cease, terminate and become void and this Indenture shall be discharged and satisfied. In such event, the Trustee shall execute and deliver to the Community Facilities District all such instruments as may be necessary or desirable to evidence such discharge and satisfaction, and the Trustee shall pay over or deliver to the Community Facilities District all money or securities held by it pursuant hereto that are not required for the payment of the principal of and interest and premium, if any, on the Bonds.

(b) Subject to the provisions of subsection (a) of this Section, if the Community Facilities District shall pay or cause to be paid to the Owner of an Outstanding Bond the principal thereof and the interest and premium, if any, thereon at the times and in the manner stipulated herein and therein, such Owner shall cease to be entitled to the pledge of the Net Special Tax Revenues and the other assets pledged therefor hereunder and all agreements, covenants and other obligations of the Community Facilities District hereunder shall thereupon cease, terminate and become void and this Indenture shall be discharged and satisfied as to such Bond.

(c) Notwithstanding the discharge and satisfaction of this Indenture or the discharge and satisfaction of this Indenture in respect of any Bond, those provisions of this Indenture relating to the maturity of the Bonds, interest payments and dates thereof, exchange and transfer of Bonds, replacement of mutilated, destroyed, lost or stolen Bonds, the safekeeping and cancellation of Bonds, non-presentment of Bonds, and the duties of the Trustee in connection with all of the foregoing, shall remain in effect and shall be binding upon the Trustee and the Owner of such Bond, and the Trustee shall continue to be obligated to hold in trust any moneys or investments then held by the Trustee for the payment of the principal of and interest and premium, if any, on such Bond, and to pay to the Owner of such Bond the funds so held by the Trustee as and when such payment becomes due. Notwithstanding the discharge and satisfaction of this Indenture, the obligation of the Community Facilities District to indemnify the Trustee pursuant to Section 8.07 shall remain in effect and be binding upon the Community Facilities District.

Section 10.02. Bonds Deemed To Have Been Paid. (a) If moneys shall have been set aside and held by the Trustee for the payment or redemption of any Bond and the payment of the interest thereon to the maturity or redemption date thereof, such Bond shall be deemed to have been paid within the meaning and with the effect provided in Section 10.01. Any Outstanding Bond shall prior to the maturity date or redemption date thereof be deemed to have been paid within the meaning of and with the effect expressed in Section 10.01 if (i) in case such Bond is to be redeemed on any date prior to its maturity date, the Community Facilities District shall have

given to the Trustee in form satisfactory to it irrevocable instructions to mail, on a date in accordance with the provisions of Section 4.02, notice of redemption of such Bond on said redemption date, said notice to be given in accordance with Section 4.02, (ii) there shall have been deposited with the Trustee either (A) money in an amount that shall be sufficient, or (B) Defeasance Securities, the principal of and the interest on which when due, and without any reinvestment thereof, together with the money, if any, deposited therewith, will provide moneys that shall be sufficient to pay when due the interest to become due on such Bond on and prior to the maturity date or redemption date thereof, as the case may be, and the principal of and premium, if any, on such Bond, and (iii) in the event such Bond is not by its terms subject to redemption within the next succeeding 60 days, the Community Facilities District shall have given the Trustee, in form satisfactory to it, irrevocable instructions to mail as soon as practicable, a notice to the Owner of such Bond that the deposit required by clause (ii) above has been made with the Trustee and that such Bond is deemed to have been paid in accordance with this Section and stating the maturity date or redemption date upon which money is to be available for the payment of the principal of and premium, if any, on such Bond.

(b) No Bond shall be deemed to have been paid pursuant to clause (ii) of subsection (a) of this Section unless the Community Facilities District shall have caused to be delivered to the Community Facilities District and the Trustee (i) an executed copy of a Verification Report with respect to such deemed payment, addressed to the Community Facilities District and the Trustee, in form and in substance acceptable to the Community Facilities District, (ii) a copy of the escrow agreement entered into in connection with the deposit pursuant to clause (ii)(B) of subsection (a) of this Section resulting in such deemed payment, which escrow agreement shall be in form and in substance acceptable to the Community Facilities District and which escrow agreement shall provide that no substitution of Defeasance Securities shall be permitted except with other Defeasance Securities and upon delivery of a new Verification Report, and no reinvestment of Defeasance Securities shall be permitted except as contemplated by the original Verification Report or upon delivery of a new Verification Report, and (iii) a copy of an opinion of Bond Counsel, dated the date of such deemed payment and addressed to the Community Facilities District and the Trustee, in form and in substance acceptable to the Community Facilities District, to the effect that such Bond has been paid within the meaning and with the effect expressed in this Indenture, all agreements, covenants and other obligations of the Community Facilities District hereunder have ceased, terminated and become void and the Indenture has been discharged and satisfied as to such Bonds.

Section 10.03. Unclaimed Moneys. Any moneys held by the Trustee in trust for the payment of the principal of, or premium or interest on, any Bond that remain unclaimed for two years after the date when such principal, premium or interest has become payable, if such moneys were held by the Trustee at such date, or for two years after the date of deposit of such moneys if deposited with the Trustee after the date when such principal, premium or interest become payable, shall be repaid by the Trustee to the Community Facilities District as its absolute property free from trust, and the Trustee shall thereupon be released and discharged with respect thereto and the Owner of such Bond shall look only to the Community Facilities District for the payment of such principal, premium or interest. The Trustee shall hold any such moneys uninvested.

ARTICLE XI

MISCELLANEOUS

Section 11.01. Successor Is Deemed Included in All References to Predecessor. Whenever in this Indenture either the Community Facilities District or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained required hereby to be performed by or on behalf of the Community Facilities District or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 11.02. Limitation of Rights. Nothing in this Indenture or in the Bonds expressed or implied is intended or shall be construed to give to any Person other than the Trustee, the Community Facilities District and the Owners, any legal or equitable right, remedy or claim under or in respect of this Indenture or any covenant, condition or provision therein or herein contained, and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the Trustee, the Community Facilities District and the Owners.

Section 11.03. Destruction of Bonds. Whenever in this Indenture provision is made for the cancellation by the Trustee and the delivery to the Community Facilities District of any Bonds, the Trustee shall, in lieu of such cancellation and delivery, destroy such Bonds.

Section 11.04. Severability of Invalid Provisions. If any term or provision of this Indenture or the Bonds, or the application of the term or provision to any Person or circumstance is, to any extent, held to be invalid or unenforceable in any jurisdiction, but the extent of such invalidity or unenforceability does not destroy the basis of the bargain between the parties as contained herein, the remainder of this Indenture or the Bonds, as applicable, or the application of the term or provision to Persons or circumstances other than those as to which the term or provision is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability, and each remaining term or provision of this Indenture and the Bonds shall be valid and will be enforced to the fullest extent permitted by law.

Section 11.05. Notices. Any written notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication to be given hereunder shall be given to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other parties in writing from time to time, namely:

If to the Community Facilities District:

City of Ontario Community Facilities District
No. 71 (Neuhouse Phase 2)
c/o City of Ontario
303 East "B" Street
Ontario, California 91764
Attention: Executive Director of Finance

If to the Trustee:

Zions Bancorporation, National Association
707 Wilshire Boulevard, Suite 5000
Los Angeles, California 90017
Attention: Corporate Trust Services

If to NMC Builders:

NMC Builders, LLC
c/o SC Ontario Development Corporation
1156 North Mountain Avenue
Upland, California 91786
Attention: Administrative Member

Each such notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication hereunder shall be deemed delivered to the party to whom it is addressed (a) if given by courier or delivery service or if personally served or delivered, upon delivery, (b) if given by electronic mail, on the date sent, but only if confirmation of the receipt of such electronic mail is received or if notice is concurrently sent by another means specified herein, (c) if given by registered or certified mail, return receipt requested, deposited with the United States mail postage prepaid, 72 hours after such notice is deposited with the United States mail, or (d) if given by any other means, upon delivery at the address specified in this Section.

Section 11.06. Evidence of Rights of Owners. (a) Any request, consent or other instrument required or permitted by this Indenture to be signed and executed by Owners may be in any number of concurrent instruments of substantially similar tenor and shall be signed or executed by such Owners in person or by an agent or agents duly appointed in writing. Proof of the execution of any such request, consent or other instrument or of a writing appointing any such agent shall be sufficient for any purpose of this Indenture and shall be conclusive in favor of the Trustee and the Community Facilities District if made in the manner provided in this Section.

(b) The fact and date of the execution by any Person of any such request, consent or other instrument or writing may be proved by the certificate of any notary public or other officer of any jurisdiction, authorized by the laws thereof to take acknowledgments of deeds, certifying that the Person signing such request, consent or other instrument acknowledged to such notary public or such officer the execution thereof, or by an affidavit of a witness of such execution duly sworn to before such notary public or other officer.

(c) The ownership of Bonds shall be proved by the Registration Books.

(d) Any request, consent or other instrument or writing of the Owner of any Bond shall bind every future Owner of the same Bond and the Owner of every Bond issued in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Trustee or the Community Facilities District in accordance therewith or reliance thereon.

Section 11.07. Disqualified Bonds. In determining whether the Owners of the requisite aggregate principal amount of Bonds have concurred in any demand, request, direction, consent or waiver under this Indenture, Bonds that are actually known by the Trustee to be owned or held by or for the account of the Community Facilities District, or by any other obligor on the Bonds, or by any Person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the Community Facilities District or any other obligor on the Bonds, shall be disregarded and deemed not to be Outstanding for the purpose of any such determination; provided, however, that if 100% of the Bonds are so owned or held, such Bonds shall be deemed to be Outstanding. Bonds so owned that have been pledged in good faith may be regarded as Outstanding for the purposes of this Section if the pledgee shall establish to the satisfaction of the Trustee the pledgee's right to vote such Bonds and that the pledgee is not a Person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the Community Facilities District or any other obligor on the Bonds. In case of a dispute as to such right, any decision by the Trustee taken upon the advice of counsel shall be full protection to the Trustee. Upon request of the Trustee, the Community Facilities District shall specify in a Written Certificate of the Community Facilities District submitted to the Trustee those Bonds, if any, that are, as of the date of such Written Certificate, owned or held by or for the account of the Community Facilities District.

Section 11.08. Money Held for Particular Bonds. The money held by the Trustee for the payment of the interest, principal or premium due on any date with respect to particular Bonds (or portions of Bonds in the case of Bonds redeemed in part only) shall, on and after such date and pending such payment, be set aside on its books and held in trust by it for the Owner entitled thereto, subject, however, to the provisions of Section 10.03, but without any liability for interest thereon.

Section 11.09. Funds and Accounts. Any Fund or Account required by this Indenture to be established and maintained by the Trustee may be established and maintained in the accounting records of the Trustee, either as a fund or an account, and may, for the purposes of such records, any audits thereof and any reports or statements with respect thereto, be treated either as a fund or as an account, but all such records with respect to all such Funds and Accounts shall at all times be maintained in accordance with prudent corporate trust industry standards, and with due regard for the requirements hereof and for the protection of the security of the Bonds and the rights of every Owner thereof. The Trustee may establish any such additional Funds or Accounts as it deems necessary to perform its obligations hereunder.

Section 11.10. Business Days. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Indenture, shall not be a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Indenture and, unless otherwise specifically provided in this Indenture, no interest shall accrue for the period from and after such nominal date.

Section 11.11. Waiver of Personal Liability. No member, officer, agent or employee of the Community Facilities District or the City shall be individually or personally liable for the payment of the principal of or premium or interest on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof, but nothing herein contained shall

relieve any such member, officer, agent or employee from the performance of any official duty provided by any applicable provision of law or by this Indenture.

Section 11.12. Conflict with Act. In the event of any conflict between any provision of this Indenture and any provision of the Act, the provision of the Act shall prevail over the provision of this Indenture.

Section 11.13. Conclusive Evidence of Regularity. Bonds issued pursuant to this Indenture shall constitute evidence of the regularity of all proceedings under the Act relative to their issuance and to the levy of the Special Tax.

Section 11.14. Governing Laws. This Indenture shall be governed by and construed in accordance with the laws of the State.

Section 11.15. Electronic Signature. Each of the parties hereto agrees that the transaction consisting of this Indenture may be conducted by electronic means. Each party agrees, and acknowledges that it is such party's intent, that if such party signs this Indenture using an electronic signature, it is signing, adopting and accepting this Indenture and that signing this Indenture using an electronic signature is the legal equivalent of having placed its handwritten signature on this Indenture on paper. Each party acknowledges that it is being provided with an electronic or paper copy of this Indenture in a usable format.

Section 11.16. Execution in Several Counterparts. This Indenture may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Community Facilities District has caused this Indenture to be signed in its name by its representative thereunto duly authorized, and the Trustee, in token of its acceptance of the trusts created hereunder, has caused this Indenture to be signed in its corporate name by its officer thereunto duly authorized, all as of the day and year first above written.

CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 71 (NEUHOUSE PHASE 2)

By: _____
Scott Ochoa,
City Manager of the City of Ontario

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, AS TRUSTEE

By: _____
Daren DiNicola,
Vice President,
Zions Bank Division

[Signature Page to Indenture]

EXHIBIT A

PERMITTED INVESTMENTS

"Permitted Investments" means the following:

(1) (a) Direct obligations (other than an obligation subject to variation in principal repayment) of the United States of America ("United States Treasury Obligations"), (b) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by the United States of America, (c) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by any agency or instrumentality of the United States of America when such obligations are backed by the full faith and credit of the United States of America, or (d) evidences of ownership of proportionate interests in future interest and principal payments on obligations described above held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying government obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated.

(2) Federal Housing Administration debentures.

(3) The listed obligations of government-sponsored agencies which are not backed by the full faith and credit of the United States of America:

- Federal Home Loan Mortgage Corporation (FHLMC)
  Senior debt obligations and participation certificates (excluded are stripped mortgage securities which are purchased at prices exceeding their principal amounts)
- Farm Credit System (formerly: Federal Land Banks, Federal Intermediate Credit Banks and Banks for Cooperatives)
  Consolidated system wide bonds and notes
- Federal Home Loan Banks (FHL Banks)
  Consolidated debt obligations
- Federal National Mortgage Association (FNMA)
  Senior debt obligations
  Mortgage-backed securities (excluded are stripped mortgage securities which are purchased at prices exceeding their principal amounts)

(4) Unsecured certificates of deposit, time deposits or other bank deposit products, and bankers' acceptances (having maturities of not more than 365 days) of any bank, the short-term obligations of which are rated "A-1+" or better by S&P and "Prime-1" by Moody's.

(5) Deposits the aggregate amount of which are fully insured by the Federal Deposit Insurance Corporation, in banks which have capital and surplus of at least $15 million.

(6) Commercial paper (having original maturities of not more than 270 days) rated at the time of purchase "A-1+" by S&P and "Prime-1" by Moody's.

(7) Money market mutual funds rated "AAm" or "AAm-G" by S&P, or better and, if rated by Moody's, rated "Aa2" or better, including a fund for which the Trustee, its parent holding company, if any, or any affiliates or subsidiaries of the Trustee provide transfer agency, custodial, investment advisory or other management services, and, subject to the prior written consent of S&P and Moody's, the investment pool maintained by the county in which the Community Facilities District is located or other investment pools, in either case so long as such pool is rated in one of the two highest rating categories by S&P and Moody's.

(8) State Obligations, which means

(a) Direct general obligations of any state of the United States of America or any subdivision or agency thereof to which is pledged the full faith and credit of a state the unsecured general obligation debt of which is rated at least "A3" by Moody's and at least "A-" by S&P, or better, or any obligation fully and unconditionally guaranteed by any state, subdivision or agency whose unsecured general obligation debt is so rated.

(b) Direct, general short-term obligations of any state agency or subdivision or agency thereof described in (a) above and rated "A-1+" by S&P and "MIG-1" by Moody's.

(c) Special Revenue Bonds (as defined in the United States Bankruptcy Code) of any state or state agency in (a) above and rated "AA-" or better by S&P and "Aa3" or better by Moody's.

(9) Pre-refunded municipal obligations rated "AA+" by S&P and "Aaa" by Moody's meeting the following requirements:

(a) the municipal obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for the municipal obligations has been given irrevocable instructions concerning their call and redemption and the issuer of the municipal obligations has covenanted not to redeem such municipal obligations other than as set forth in such instructions;

(b) the municipal obligations are secured by cash or United States Treasury Obligations which may be applied only to payment of the principal of, interest and premium on such municipal obligations;

(c) the principal of and interest on the United States Treasury Obligations (plus any cash in the escrow) has been verified by the report of

independent certified public accountants to be sufficient to pay in full all principal of, interest, and premium, if any, due and to become due on the municipal obligations ("Verification Report");

(d) the cash or United States Treasury Obligations serving as security for the municipal obligations are held by an escrow agent or trustee in trust for owners of the municipal obligations;

(e) no substitution of a United States Treasury Obligation shall be permitted except with another United States Treasury Obligation and upon delivery of a new Verification Report; and

(f) the cash or the United States Treasury Obligations are not available to satisfy any other claims, including those by or against the trustee or escrow agent.

(10) Repurchase agreements:

A. With (i) any domestic bank, or domestic branch of a foreign bank, the long term debt of which is rated at least "A-" by S&P and "Aa3" by Moody's; (ii) any broker-dealer with "retail customers" or a related affiliate thereof which broker-dealer has, or the parent company (which guarantees the provider) of which has, long-term debt rated at least "A-" by S&P and "Aa3" Moody's, which broker-dealer falls under the jurisdiction of the Securities Investors Protection Corporation; or (iii) any other entity rated at least "A-" by S&P and "A3" by Moody's (each, an "Eligible Provider"), provided that:

a. The (i) permitted collateral shall include U.S. Treasury Obligations, or senior debt obligations of GNMA, FNMA or FHLMC (no collateralized mortgage obligations shall be permitted for these providers), and (ii) collateral levels must be at least 102% of the total principal when the collateral type is U.S. Treasury Obligations, 103% of the total principal when the collateral type is GNMAs and 104% of the total principal when the collateral type is FNMA and FHLMC ("Eligible Collateral");

b. The Trustee or a third party acting solely as agent therefor or for the Community Facilities District (the "Custodian") has possession of the collateral or the collateral has been transferred to the Custodian in accordance with applicable state and federal laws (other than by means of entries on the transferor's books);

c. The collateral shall be marked to market on a daily basis and the provider or Custodian shall send monthly reports to the Trustee and the Community Facilities District setting forth the type of collateral, the collateral percentage required for that collateral type, the market value of the collateral on the valuation date and the name of the Custodian holding the collateral;

d. The repurchase agreement shall state, and an opinion of counsel shall be rendered at the time such collateral is delivered that the Custodian has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof; and

e. The repurchase agreement shall provide that if during its term the provider's rating by either Moody's or S&P is withdrawn or suspended or falls below "A-" by S&P or "A3" by Moody's, as appropriate, the provider must, notify the Trustee and the Community Facilities District within five days of receipt of such notice. Within ten days of receipt of such notice, the provider shall either (i) post Eligible Collateral, or (ii) assign the agreement to an Eligible Provider. If the provider does not perform a remedy within ten business days, the provider shall, at the direction of the Trustee or the Community Facilities District repurchase all collateral and terminate the repurchase agreement, with no penalty or premium to the Trustee or the Community Facilities District.

(11) Investment agreements with a domestic or foreign bank or corporation the long-term debt of which, or, in the case of a guaranteed corporation the long-term debt, or, in the case of a monoline financial guaranty insurance company, claims paying ability, of the guarantor is rated at least "AA-" by S&P and "Aa3" by Moody's (each, an "Eligible Provider"); provided, that, by the terms of the investment agreement:

(a) interest payments are to be made to the Trustee at times and in amounts as necessary to pay debt service on the Bonds;

(b) the invested funds are available for withdrawal without penalty or premium, at any time upon not more than seven days' prior notice; the Trustee and the Community Facilities District hereby agree to give or cause to be given notice in accordance with the terms of the investment agreement so as to receive funds thereunder with no penalty or premium paid;

(c) the provider shall send monthly reports to the Trustee and the Community Facilities District setting forth the balance the Community Facilities District or the Trustee has invested with the provider and the amounts and dates of interest accrued and paid by the provider;

(d) the investment agreement shall state that it is an unconditional and general obligation of the provider, and is not subordinated to any other obligation of, the provider thereof or, if the provider is a bank, the agreement or the opinion of counsel shall state that the obligation of the provider to make payments thereunder ranks pari passu with the obligations of the provider to its other depositors and its other unsecured and unsubordinated creditors;

(e) the Trustee and the Community Facilities District shall receive an opinion of domestic counsel to the provider that such investment agreement is

legal, valid and binding and enforceable against the provider in accordance with its terms;

(f) the Trustee and the Community Facilities District shall receive an opinion of foreign counsel to the provider (if applicable) that (i) the investment agreement has been duly authorized, executed and delivered by the provider and constitutes the legal, valid and binding obligation of the provider, enforceable against the provider in accordance with its terms, (ii) the choice of law of the state set forth in the investment agreement is valid under that country's laws and a court in such country would uphold such choice of law, and (iii) any judgment rendered by a court in the United States would be recognized and enforceable in such country;

(g) the investment agreement shall provide that if during its term (i) the provider's rating by either S&P or Moody's falls below "AA-" or "Aa3", respectively, the provider shall, at its option, within ten days of receipt of publication of such downgrade, either (A) post Eligible Collateral with the Trustee, the Community Facilities District or a third party acting solely as agent therefor (the "Custodian") free and clear of any third party liens or claims, (B) assign the agreement to an Eligible Provider, or (C) repay the principal of and accrued but unpaid interest on the investment, and (ii) the provider's rating by either S&P or Moody's falls below "A-" or "A3", respectively, the provider must, at the direction of the Trustee or the Community Facilities District, within ten days of receipt of such direction, repay the principal of and accrued but unpaid interest on the investment, in either case with no penalty or premium to the Trustee or the Community Facilities District;

(h) in the event the provider is required to collateralize, permitted collateral shall include U.S. Treasury Obligations, or senior debt obligations of GNMA, FNMA or FHLMC (no collateralized mortgage obligations shall be permitted for these providers) and collateral levels must be 102% of the total principal when the collateral type is U.S. Treasury Obligations, 103% of the total principal when the collateral type is GNMAs and 104% of the total principal when the collateral type is FNMA and FHLMC ("Eligible Collateral"). In addition, the collateral shall be marked to market on a daily basis and the provider or Custodian shall send monthly reports to the Trustee and the Community Facilities District setting forth the type of collateral, the collateral percentage required for that collateral type, the market value of the collateral on the valuation date and the name of the Custodian holding the collateral;

(i) the investment agreement shall state, and an opinion of counsel shall be rendered, in the event collateral is required to be pledged by the provider under the terms of the investment agreement, at the time such collateral is delivered, that the Custodian has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof; and

(j) the investment agreement must provide that if during its term (i) the provider shall default in its payment obligations, the provider's obligations under the investment agreement shall, at the direction of the Trustee or the Community Facilities District, be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the Trustee or the Community Facilities District, as appropriate, and (ii) the provider shall become insolvent, not pay its debts as they become due, be declared or petition to be declared bankrupt, etc. ("event of insolvency"), the provider's obligations shall automatically be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the Trustee or the Community Facilities District, as appropriate.

EXHIBIT B

FORM OF SERIES 2025 BOND

No. _____ $_____

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 71
(NEUHOUSE PHASE 2)
SPECIAL TAX BOND, SERIES 2025

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP
_____%	September 1, 20__	_____, 2025	_____

REGISTERED OWNER:

PRINCIPAL AMOUNT:

City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2) (the "Community Facilities District"), for value received, hereby promises to pay, solely from the sources hereinafter described, to the Registered Owner identified above or registered assigns (the "Registered Owner"), on the Maturity Date identified above or on any earlier redemption date, the Principal Amount identified above in lawful money of the United States of America; and to pay interest thereon at the Interest Rate identified above in like lawful money from the date hereof payable semiannually on March 1 and September 1 in each year, commencing [March 1, 2026] (the "Interest Payment Dates"), until payment of such Principal Amount in full.

This Bond is one of a series of a duly authorized issue of bonds approved by the qualified electors of the Community Facilities District, pursuant to the Mello-Roos Community Facilities Act of 1982, constituting Sections 53311 *et seq*. of the California Government Code (the "Act"), and issued for the purpose of financing certain public facilities, and is one of the series of bonds designated "City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2) Special Tax Bonds, Series 2025" (the "Series 2025 Bonds") in the aggregate principal amount of $_____. The Series 2025 Bonds are issued pursuant to the Indenture, dated as of _____ 1, 2025 (the "Indenture"), by and between the Community Facilities District and Zions Bancorporation, National Association, as trustee (said entity or any successor thereto as trustee under the Indenture, the "Trustee"), and this reference incorporates the Indenture herein, and by acceptance hereof the owner of this Bond assents to said terms and conditions. Pursuant to and as more particularly provided in the Indenture, additional bonds ("Additional Bonds") may be issued by the Community Facilities District on a parity with the Series 2025 Bonds. The Series 2025 Bonds and any Additional Bonds are collectively referred to as the "Bonds." The Indenture is entered into, and this Bond is issued

under, the Act and the laws of the State of California. Capitalized undefined terms used herein shall have the meanings ascribed thereto in the Indenture.

Interest on the Series 2025 Bonds shall be payable from the Interest Payment Date next preceding the date of authentication thereof unless (a) a Series 2025 Bond is authenticated on or before an Interest Payment Date and after the close of business on the preceding Record Date, in which event interest thereon shall be payable from such Interest Payment Date, (b) a Series 2025 Bond is authenticated on or before the first Record Date, in which event interest thereon shall be payable from the Closing Date, or (c) interest on any Series 2025 Bond is in default as of the date of authentication thereof, in which event interest thereon shall be payable from the date to which interest has previously been paid or duly provided for. Interest shall be paid in lawful money of the United States on each Interest Payment Date. Interest shall be paid by check of the Trustee mailed by first-class mail, postage prepaid, on each Interest Payment Date to the Owners of the Series 2025 Bonds at their respective addresses shown on the Registration Books as of the close of business on the preceding Record Date. Notwithstanding the foregoing, interest on any Series 2025 Bond that is not punctually paid or duly provided for on any Interest Payment Date shall, if and to the extent that amounts subsequently become available therefor, be paid on a payment date established by the Trustee to the Person in whose name the ownership of such Series 2025 Bond is registered on the Registration Books at the close of business on a special record date to be established by the Trustee for the payment of such defaulted interest, notice of which shall be given to such Owner not less than ten days prior to such special record date. The principal of the Series 2025 Bonds shall be payable in lawful money of the United States of America upon presentation and surrender thereof upon maturity or earlier redemption at the Office of the Trustee.

The Bonds are special, limited obligations of the Community Facilities District, payable, as provided in the Indenture, solely from Net Special Tax Revenues and the other assets pledged therefor thereunder. Neither the faith and credit nor the taxing power of the Community Facilities District (except to the limited extent set forth in the Indenture), the City of Ontario or the State of California, or any political subdivision thereof, is pledged to the payment of the Bonds.

Pursuant to and as more particularly provided in the Indenture, subject only to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein, in order to secure the payment of the principal of, premium, if any, and interest on the Bonds in accordance with their terms, the provisions of the Indenture and the Act, the Community Facilities District pledges to the Owners, and grants thereto a lien on and a security interest in, all of the Net Special Tax Revenues and any other amounts held in the Special Tax Fund, the Bond Fund and the Reserve Fund. Said pledge constitutes a first lien on and security interest in such assets, which shall immediately attach to such assets and be effective, binding and enforceable against the Community Facilities District, its successors, purchasers of any of such assets, creditors and all others asserting rights therein, to the extent set forth in, and in accordance with, the Indenture, irrespective of whether those parties have notice of the pledge of, lien on and security interest in such assets and without the need for any physical delivery, recordation, filing or further act.

The Series 2025 Bonds are subject to redemption on the dates, at the Redemption Prices and pursuant to the terms set forth in the Indenture. Notice of redemption of any Series 2025 Bond or any portion thereof shall be given as provided in the Indenture.

The Series 2025 Bonds are issuable as fully registered Bonds without coupons in Authorized Denominations ($5,000 and any integral multiple thereof).

Any Series 2025 Bond may be transferred upon the Registration Books by the Person in whose name it is registered, in person or by such Person's duly authorized attorney, upon surrender of such Series 2025 Bond to the Trustee for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in a form acceptable to the Trustee. Whenever any Series 2025 Bond or Series 2025 Bonds shall be so surrendered for transfer, the Community Facilities District shall execute and the Trustee shall authenticate and shall deliver a new Series 2025 Bond or Series 2025 Bonds of the same maturity in a like aggregate principal amount, in any Authorized Denomination. The Trustee shall require the Owner requesting such transfer to pay any tax or other governmental charge required to be paid with respect to such transfer. The Series 2025 Bonds may be exchanged at the Office of the Trustee for a like aggregate principal amount of Series 2025 Bonds of the same maturity of other Authorized Denominations. The Trustee shall require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

The Indenture and the rights and obligations of the Community Facilities District, the Owners and the Trustee may be modified or amended in the manner, to the extent, and upon the terms provided in the Indenture.

The Indenture contains provisions permitting the Community Facilities District to make provision for the payment of the principal of and the interest and premium, if any, on any of the Bonds so that such Bonds shall no longer be deemed to be Outstanding under the terms of the Indenture.

Unless this Bond is presented by an authorized representative of The Depository Trust Company to the Trustee for registration of transfer, exchange or payment, and any Bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

IN WITNESS WHEREOF, the Community Facilities District has caused this Bond to be signed in its name and on its behalf by the manual or facsimile signature of the Mayor of the City of Ontario, attested by the manual or facsimile signature of the City Clerk of the City of Ontario, all as of the Dated Date identified above.

CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 71 (NEUHOUSE PHASE 2)

By: _____
Mayor of the City of Ontario

ATTEST:

_____
City Clerk

CERTIFICATE OF AUTHENTICATION

This is one of the Series 2025 Bonds described in the within-mentioned Indenture and registered on the Registration Books.

Date: _____, 2025

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, AS TRUSTEE

By: _____
Authorized Officer

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____, whose address and social security or other tax identifying number is _____, the within-mentioned Bond and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the registration books of the Trustee with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____

Note: Signature guarantee shall be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Trustee.

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

$_____
CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 71
(NEUHOUSE PHASE 2)
SPECIAL TAX BONDS, SERIES 2025

BOND PURCHASE AGREEMENT

_____, 2025

City of Ontario
Community Facilities District No. 71
(Neuhouse Phase 2)
303 East "B" Street
Ontario, California 91764

Ladies and Gentlemen:

Samuel A. Ramirez & Co., Inc., as underwriter (the "Underwriter"), acting not as a fiduciary or agent for you, but on behalf of itself, offers to enter into this Bond Purchase Agreement (this "Purchase Agreement") with City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2) (the "Community Facilities District"), which upon acceptance will be binding upon the Underwriter and the Community Facilities District. The agreement of the Underwriter to purchase the Bonds (as hereinafter defined) is contingent upon the Community Facilities District satisfying all of the obligations imposed upon them under this Purchase Agreement. This offer is made subject to the Community Facilities District's acceptance by the execution of this Purchase Agreement and its delivery to the Underwriter at or before 11:59 p.m., local time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the Community Facilities District at any time prior to the acceptance hereof by the Community Facilities District. All capitalized terms used herein, which are not otherwise defined, shall have the meaning provided for such terms in that certain Indenture, dated as of November 1, 2025 (the "Indenture"), by and between the Community Facilities District and Zions Bancorporation, National Association, as trustee (the "Trustee").

1. Purchase, Sale and Delivery of the Bonds.

Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the Community Facilities District and the Community Facilities District hereby agrees to sell to the Underwriter all (but not less than all) of the $_____ aggregate principal amount of the City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2) Special Tax Bonds, Series 2025 (the "Bonds"), dated the Closing Date (as hereinafter defined), bearing interest at the rates and maturing on the dates and in the principal amounts set forth in Exhibit A hereto. The purchase price for the Bonds shall be $_____ (being 100% of the aggregate principal amount thereof, plus an original issue premium of $_____ and less an Underwriter's discount of $_____).

The Underwriter agrees to make a bona fide public offering of all of the Bonds initially at the public offering prices (or yields) set forth in Exhibit A attached hereto and incorporated herein by reference. Subsequent to the initial public offering, the Underwriter reserves the right to change the public offering prices (or yields) as it deems necessary in connection with the marketing of the Bonds subject to Section 4 hereof, provided that the Underwriter shall not change the interest rates set forth in Exhibit A. The Bonds will be offered and sold to certain dealers at prices lower than such initial offering prices.

The Bonds shall be substantially in the form described in, shall be issued and secured under the provisions of, and shall be payable from the Net Special Tax Revenues as provided in the Indenture, the Preliminary Official Statement (as hereinafter defined), and the Mello-Roos Community Facilities Act of 1982, as amended (Section 53311 *et seq*. of the Government Code of the State of California) (the "Community Facilities District Act"). The issuance of the Bonds has been duly authorized by the City Council of the City of Ontario (the "City"), as the legislative body for the Community Facilities District, pursuant to a resolution (the "Community Facilities District Resolution of Issuance") adopted on _____, 2025.

The net proceeds of the Bonds will be used to (i) provide financing for certain authorized facilities and costs with respect thereto related to the development within the Community Facilities District, (ii) fund a reserve fund with respect to the Bonds, and (iii) pay the costs of issuance with respect to the Bonds.

A. The Community Facilities District hereby acknowledges that the Underwriter is entering into this Purchase Agreement in reliance on the representations, warranties and agreements made by the Community Facilities District herein, and the Community Facilities District shall take all action necessary to enforce its rights hereunder for the benefit of the Underwriter and shall immediately notify the Underwriter if it becomes aware that any representation, warranty or agreement made by the Community Facilities District herein is incorrect in any material respect.

The Community Facilities District acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Purchase Agreement is an arm's-length commercial transaction between the Community Facilities District and the Underwriter, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as principal and is not acting as the agent or fiduciary of, or a municipal or financial advisor of, the Community Facilities District and has not assumed any advisory or fiduciary responsibility to the Community Facilities District with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided or is currently providing other services to the Community Facilities District on other matters), (iv) the Underwriter has financial interests that differ from those of the Community Facilities District, (v) the only obligations the Underwriter has to the Community Facilities District with respect to the transaction contemplated hereby are expressly set forth in this Purchase Agreement, except as otherwise provided by applicable rules and regulations of the Securities and Exchange Commission or the rules of the MSRB (as defined below) or other law, and (vi) the Community Facilities District has consulted its own legal, financial, accounting, tax, and other advisors to the extent they have deemed appropriate in connection with this transaction. The Community Facilities District acknowledges that it has previously provided the Underwriter with an acknowledgement of receipt of the required Underwriter disclosure under Rule G-17 of the Municipal Securities Rulemaking Board ("MSRB"). The Community Facilities District acknowledges and represents that it has engaged Urban Futures, Inc. as its municipal advisor (as

defined in Securities and Exchange Commission Rule 15Ba1) and will rely solely on the financial advice of Urban Futures, Inc. with respect to the Bonds.

B. Pursuant to the authorization of the Community Facilities District, the Underwriter has distributed copies of the Preliminary Official Statement dated [POS Date], relating to the Bonds, which, together with the cover page, inside cover page and appendices thereto is herein called the "Preliminary Official Statement." By its acceptance of this Purchase Agreement, the Community Facilities District hereby ratifies the use by the Underwriter of the Preliminary Official Statement, and the Community Facilities District agrees to execute a final official statement relating to the Bonds (the "Official Statement") which will consist of the Preliminary Official Statement with such changes as may be made thereto, with the approval of Orrick Herrington & Sutcliffe LLP, Bond Counsel ("Bond Counsel"), Best Best & Krieger LLP, Disclosure Counsel ("Disclosure Counsel"), and the Underwriter, and to provide copies thereof to the Underwriter as set forth herein. The Community Facilities District hereby authorizes and requires the Underwriter to use and promptly distribute, in connection with the offer and sale of the Bonds, the Preliminary Official Statement, the Official Statement and any supplement or amendment thereto. The Community Facilities District further authorizes the Underwriter to use and distribute, in connection with the offer and sale of the Bonds, the Indenture, the Continuing Disclosure Agreement executed by the Community Facilities District in connection with the Bonds (the "Continuing Disclosure Agreement"), this Purchase Agreement and all information contained herein, and all other documents, certificates and statements furnished by or on behalf of the Community Facilities District to the Underwriter in connection with the transactions contemplated by this Purchase Agreement.

C. To assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5) (the "Rule"), the Community Facilities District will undertake pursuant to the Continuing Disclosure Agreement, in the form attached as an appendix to the Official Statement, to provide annual reports and notices of certain enumerated events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement.

D. Except as the Underwriter and the Community Facilities District may otherwise agree, the Community Facilities District will deliver to the Underwriter, at the offices of Bond Counsel in Los Angeles, California, or at such other location as may be mutually agreed upon by the Underwriter and the Community Facilities District, the documents hereinafter mentioned; and the Community Facilities District will deliver to the Underwriter through the facilities of The Depository Trust Company ("DTC"), the Bonds, in definitive form (all Bonds bearing CUSIP numbers), duly executed by the Community Facilities District and authenticated by the Trustee in the manner provided for in the Indenture and the Community Facilities District Act at 8:00 a.m. California time, on [Closing Date] (the "Closing Date"), and the Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in paragraph (A) of this Section by wire transfer, payable in federal or other immediately available funds (such delivery and payment being herein referred to as the "Closing"). The Bonds shall be in fully registered book-entry form (which may be typewritten) and shall be registered in the name of Cede & Co., as nominee of DTC.

2. Representations, Warranties and Covenants of the Community Facilities District. The Community Facilities District represents, warrants and covenants to the Underwriter on behalf of itself and the City that:

A. The City is duly organized and validly existing as a general law city under the Constitution and laws of the State of California and has duly authorized the formation of the Community Facilities District and the incurring of bonded indebtedness thereby pursuant to resolutions duly adopted by the City Council (collectively, the "Community Facilities District Formation Resolutions" and, together with the Community Facilities District Resolution of Issuance, the "Community Facilities District Resolutions") and the Community Facilities District Act. The City Council, as the legislative body of the City and the Community Facilities District, has duly adopted the Community Facilities District Formation Resolutions and an ordinance of the City Council levying the Special Tax within the Community Facilities District (the "Ordinance"), and has caused to be recorded in the real property records of the County of San Bernardino, a notice of special tax lien, and any required amendments thereof (collectively, the "Notice of Special Tax Lien" and, together with the Community Facilities District Formation Resolutions and the Ordinance, the "Formation Documents"), and has duly adopted the Community Facilities District Resolution of Issuance. Each of its Formation Documents remains in full force and effect as of the date hereof and has not been amended or rescinded. The Community Facilities District is duly organized and validly existing as a Community Facilities District under the laws of the State of California. The Community Facilities District has, and at the Closing Date will have, as the case may be, full legal right, power and authority: (i) to execute, deliver and perform its obligations under this Purchase Agreement, the Continuing Disclosure Agreement and the Indenture, and to carry out all transactions contemplated by each of such agreements; (ii) to issue, sell and deliver the Bonds as provided herein; and (iii) to carry out, give effect to and consummate the transactions contemplated by the Formation Documents, the Indenture, the Bonds, the Continuing Disclosure Agreement, this Purchase Agreement, that certain Acquisition and Funding Agreement dated as of July 1, 2024 (the "LS-Ontario II Acquisition Agreement"), by and between the City and LS-Ontario II, that certain Amended and Restated Acquisition and Funding Agreement, dated as of November 1, 2022, by and between the City and NMC Builders (the "NMC Builders Acquisition Agreement" and, together with the LS-Ontario II Acquisition Agreement, the "Acquisition Agreements") and the Official Statement.

This Purchase Agreement, the Indenture, the Bonds, the Continuing Disclosure Agreement, and the Acquisition Agreements are collectively referred to herein as the "Community Facilities District Documents."

B. The Community Facilities District and the City, as applicable, have each complied, and will at the Closing Date be in compliance in all material respects, with the Formation Documents and the Community Facilities District Documents, and any immaterial noncompliance by the Community Facilities District and the City, if any, will not impair the ability of the Community Facilities District and the City, as applicable, to carry out, give effect to or consummate the transactions contemplated by the foregoing. From and after the date of issuance of the Bonds, the Community Facilities District will continue to comply with the covenants of the Community Facilities District contained in the Community Facilities District Documents.

C. The information in the Preliminary Official Statement and in the Official Statement relating to the Community Facilities District and the Bonds (other than statements pertaining to the book-entry system, as to which no view is expressed), is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and, upon delivery and up to and including 25 days after the End of the Underwriting Period (as defined in paragraph (D) below), the Official Statement will be amended and supplemented so as to contain no misstatement of any material fact or omission of any statement

necessary to make the statements contained therein, in the light of the circumstances in which such statements were made, not misleading.

D. Up to and including 25 days after the End of the Underwriting Period (as defined below), the Community Facilities District will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement and will not affect or consent to any such amendment or supplement without the consent of the Underwriter, which consent will not be unreasonably withheld. The Community Facilities District will advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise materially affecting the use of the Official Statement in connection with the offering, sale or distribution of the Bonds. As used herein, the term "End of the Underwriting Period" means the later of such time as: (i) the Bonds are delivered to the Underwriter; or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the End of the Underwriting Period shall be deemed to be the Closing Date. Any notice delivered pursuant to this provision shall be written notice delivered to the Community Facilities District at or prior to the Closing Date, and shall specify a date (other than the Closing Date) to be deemed the "End of the Underwriting Period."

E. Except as described in the Preliminary Official Statement, the Community Facilities District is not, in any respect material to the transactions referred to herein or contemplated hereby, in breach of or in default under, any law or administrative rule or regulation of the State of California, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the Community Facilities District is a party or is otherwise subject or bound, and the performance of its obligations under the Community Facilities District Documents and compliance with the provisions of each thereof, or the performance of the conditions precedent to be performed by the Community Facilities District pursuant to this Purchase Agreement, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the Community Facilities District is a party or is otherwise subject or bound, in any manner which would materially and adversely affect the performance by the Community Facilities District of its obligations under the Community Facilities District Documents or the performance of the conditions precedent to be performed by the Community Facilities District pursuant to this Purchase Agreement.

F. Except as may be required under the "blue sky" or other securities laws of any jurisdiction, all approvals, consents, authorizations, elections and orders of, or filings or registrations with, any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the Community Facilities District of its obligations under the Community Facilities District Documents, and the performance of the conditions precedent to be performed by the Community Facilities District pursuant to this Purchase Agreement, have been or will be obtained at the Closing Date and are or will be in full force and effect at the Closing Date.

G. The Community Facilities District Documents conform as to form and tenor to the descriptions thereof contained in the Official Statement.

H. The Bonds are payable from the Net Special Tax Revenues of the Community Facilities District, as set forth in the Indenture, the levy of which has been duly and validly authorized pursuant to the Community Facilities District Act and the Special Tax within the Community Facilities District will be fixed and levied in an amount which, together with other available funds, is required for the payment of the principal of, and interest on, the Bonds when due and payable, all as provided in the Indenture. The Community Facilities District has covenanted to cause the Special Tax to be levied and collected at the same time and in the same manner as ordinary *ad valorem* property taxes or in such other manner as the City Council shall determine.

I. The Indenture creates a valid pledge of, first lien upon and security interest in, the Net Special Tax Revenues of the Community Facilities District, and in the moneys in the Special Tax Fund, the Bond Fund, and the Reserve Fund established pursuant to the Indenture, on the terms and conditions set forth in the Indenture.

J. Except as disclosed in the Preliminary Official Statement, there are, to the best of the Community Facilities District's knowledge, no entities with outstanding assessment or special tax liens against any of the properties within the Community Facilities District or which are senior to or on a parity with the Special Tax of the Community Facilities District referred to in paragraph (H) hereof.

K. The information contained in the Preliminary Official Statement and in the Official Statement (other than statements therein pertaining to the DTC and its book-entry system, as to which no view is expressed) is true and correct in all material respects and such information does not and shall not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

L. The Preliminary Official Statement was deemed final by a duly authorized officer of the Community Facilities District prior to its delivery to the Underwriter, except for the omission of such information as is permitted to be omitted in accordance with paragraph (b)(1) of the Rule. The Community Facilities District hereby covenants and agrees that, within seven (7) business days from the date hereof, or upon reasonable written notice from the Underwriter within sufficient time to accompany any confirmation requesting payment from any customers of the Underwriter, the Community Facilities District shall cause a final printed form of the Official Statement to be delivered to the Underwriter in sufficient quantity to comply with paragraph (b)(4) of the Rule and Rules G-12, G-15, G-32 and G-36 of the MSRB.

M. At the time of acceptance hereof there is and as of the Closing there will be no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body (collectively and individually, an "Action") pending (notice of which has been served on the City or the Community Facilities District) or to the best knowledge of the Community Facilities District or the City threatened, in which any such Action: (i) in any way questions the existence of the Community Facilities District or the titles of the officers of the Community Facilities District to their respective offices; (ii) affects, contests or seeks to prohibit, restrain or enjoin the issuance or delivery of the Bonds or the payment or collection of Special Tax or any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contests or affects the validity of the Community Facilities District Documents or the consummation of the transactions on the part of the Community Facilities District contemplated thereby; (iii) contests the exemption of interest on the Bonds from federal or State

income taxation or contests the powers of the Community Facilities District which may result in any material adverse change relating to the financial condition of the Community Facilities District; or (iv) contests the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserts that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and as of the time of acceptance hereof there is and, as of the Closing Date, there will be no basis for any action, suit, proceeding, inquiry or investigation of the nature described in clauses (i) through (iv) of this sentence.

N. Any certificate signed on behalf of the Community Facilities District by any officer or employee of the Community Facilities District authorized to do so shall be deemed a representation and warranty by the Community Facilities District to the Underwriter on behalf of itself and the Community Facilities District as to the statements made therein.

O. At or prior to the Closing, the Community Facilities District will have duly authorized, executed and delivered the Continuing Disclosure Agreement in substantially the form attached as an appendix to the Official Statement. Based upon a review of its previous undertakings, and except as disclosed in the Preliminary Official Statement, the City and the City Entities (as defined in the Preliminary Official Statement) have not failed to comply in all material respects with any previous undertakings with regard to the Rule to provide annual reports or notices of enumerated events in the last five years. The Community Facilities District has not previously entered into any undertaking pursuant to the Rule.

P. The Community Facilities District will apply the proceeds of the Bonds in accordance with the Indenture and as described in the Preliminary Official Statement and Official Statement.

Q. Until such time as moneys have been set aside in an amount sufficient to pay all then outstanding Bonds at maturity or to the date of redemption if redeemed prior to maturity, plus unpaid interest thereon and premium, if any, to maturity or to the date of redemption if redeemed prior to maturity, the Community Facilities District will faithfully perform and abide by all of the covenants, undertakings and provisions contained in the Indenture.

R. Between the date of this Purchase Agreement and the date of Closing, the Community Facilities District will not offer or issue any bonds, notes or other obligations for borrowed money not previously disclosed to the Underwriter.

S. The City, on behalf of the Community Facilities District, has adopted local debt policies in accordance with Section 8855(i) of the California Government Code.

The Community Facilities District hereby approves the preparation and distribution of the Official Statement, consisting of the Preliminary Official Statement with such changes as are noted thereon and as may be made thereto, with the approval of Bond Counsel, Disclosure Counsel and the Underwriter, from time to time prior to the Closing Date.

The Community Facilities District hereby ratifies any prior use of and authorizes the future use by the Underwriter, in connection with the offering and sale of the Bonds, of the Preliminary Official Statement, the Official Statement, this Purchase Agreement and all information contained

herein, and all other documents, certificates and written statements furnished by the Community Facilities District to the Underwriter in connection with the transactions contemplated by this Purchase Agreement.

The execution and delivery of this Purchase Agreement by the Community Facilities District shall constitute a representation by the Community Facilities District to the Underwriter that the representations and warranties contained in this Section 2 with respect to the Community Facilities District are true as of the date hereof.

3. Conditions to the Obligations of the Underwriter. The obligation of the Underwriter to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the representations and warranties on the part of the Community Facilities District contained herein, to the accuracy in all material respects of the statements of the officers and other officials of the Community Facilities District made in any certificates or other documents furnished pursuant to the provisions hereof, to the performance by the Community Facilities District of their obligations to be performed hereunder at or prior to the Closing Date, and in reliance upon the representations and covenants of the Developer (defined below) contained in the certificate(s) delivered as of the Closing Date, and to the following additional conditions:

A. At the Closing Date, the Community Facilities District Resolutions and the Community Facilities District Documents shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and there shall have been taken in connection therewith, with the issuance of the Bonds and with the Bonds, and with the transactions contemplated thereby, and by this Purchase Agreement, all such actions as, in the opinion of Bond Counsel, shall be necessary and appropriate.

B. At the Closing Date, except as described in the Preliminary Official Statement, the City shall not be, in any respect material to the transactions referred to herein or contemplated hereby, in breach of or in default under, any law or administrative rule or regulation of the State of California, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City is a party or is otherwise subject or bound, and the performance of the conditions precedent to be performed hereunder will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State of California, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City is a party or is otherwise subject or bound, in any manner which would materially and adversely affect the performance of the conditions precedent to be performed by the City hereunder.

C. At the Closing Date, except as described in the Preliminary Official Statement, the Community Facilities District shall not be, in any respect material to the transactions referred to herein or contemplated hereby, in breach of or in default under any law or administrative rule or regulation of the State of California, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the Community Facilities District is a party or is otherwise subject or

bound, and the performance by the Community Facilities District of its obligations under the Bonds, the Community Facilities District Resolutions, the Indenture, and any other instruments contemplated by any of such documents, and compliance with the provisions of each thereof, or the performance of the conditions precedent to be performed hereunder, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State of California, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the Community Facilities District is a party or is otherwise subject or bound, in any manner which would materially and adversely affect the performance by the Community Facilities District of its obligations under the Indenture, the Bonds or the performance of the conditions precedent to be performed by the Community Facilities District hereunder.

D. The information contained in the Official Statement is, as of the Closing Date and as of the date of any supplement or amendment thereto pursuant hereto, true and correct in all material respects and does not, as of the Closing Date or as of the date of any supplement or amendment thereto, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

E. Between the date hereof and the Closing Date, the market price or marketability, at the initial offering prices set forth on the cover page of the Official Statement, of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall not have been materially adversely affected, in the reasonable judgment of the Underwriter (evidenced by a written notice to the Community Facilities District terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds), by reason of any of the following:

1. Legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America or recommended to the Congress by the President of the United States, the Department of the Treasury, the Internal Revenue Service, or any member of Congress, or favorably reported for passage to either House of Congress by any committee of such House to which such legislation had been referred for consideration, or a decision rendered by a court established under Article III of the Constitution of the United States of America or by the Tax Court of the United States of America, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Treasury Department of the United States of America or the Internal Revenue Service, with the purpose or effect, directly or indirectly, of imposing federal income taxation upon such interest as would be received by any owners of the Bonds beyond the extent to which such interest is subject to taxation as of the date hereof;

2. Legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission ("SEC"), or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended, or that the Indenture is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering or sale of obligations of the general character of the Bonds, including any

or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise is or would be in violation of the federal securities laws as amended and then in effect;

3. A general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction;

4. The introduction, proposal or enactment of any amendment to the federal or California Constitution or any action by any federal or California court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the Community Facilities District, its property, income, securities (or interest thereon), the validity or enforceability of the Special Tax, or the ability of the Community Facilities District to construct or acquire the improvements as contemplated by the Formation Documents, the Community Facilities District Documents or the Official Statement or the right of any owner of the property within the Community Facilities District to develop such property in the manner described in the Official Statement, or the ability of the Community Facilities District to issue the Bonds as contemplated by the Indenture and the Official Statement;

5. Any event occurring, or information becoming known which, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Preliminary Official Statement or in the Official Statement, or has the effect that the Preliminary Official Statement or the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

6. Any national securities exchange, the Comptroller of the Currency, or any other governmental authority, shall impose as to the Bonds, or obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

7. There shall have occurred (1) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war, (2) any other calamity or crisis in the financial markets of the United States or elsewhere, or (3) the sovereign debt rating of the United States is downgraded by any major credit rating agency or a payment default occurs on United States Treasury obligations;

8. Except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the City or Community Facilities District shall have occurred;

9. Any event or circumstance shall exist that either makes untrue or incorrect in any material respect any statement or information in the Official Statement (other than any statement provided by the Underwriter) or is not reflected in the Official Statement but should be reflected therein in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the Community Facilities District refuses to permit the Official Statement to be supplemented to supply such statement or information, or

the effect of the Official Statement as so supplemented is to materially adversely affect the market price or marketability of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds;

10. A general banking moratorium shall have been declared by federal or State authorities having jurisdiction and be in force;

11. A material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred;

12. Any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a charge to the net capital requirements of, underwriters shall have been established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order;

13. A decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Securities, including the underlying obligations as contemplated by this Purchase Agreement or by the Official Statement, or any document relating to the issuance, offering or sale of the Securities, is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act, the Exchange Act and the Trust Indenture Act;

14. Any proceeding shall have been commenced or be threatened in writing by the Securities and Exchange Commission against the City or the Community Facilities District; or

15. The commencement of any Action.

F. At or prior to the Closing Date, the Underwriter shall have received a counterpart original or certified copy of the following documents, in each case satisfactory in form and substance to the Underwriter:

1. The Official Statement, executed on behalf of the Community Facilities District by an authorized officer;

2. The Indenture, duly executed and delivered by the Community Facilities District and the Trustee;

3. The Community Facilities District Resolutions and the other Formation Documents, and the Community Facilities District Documents, together with a certificate dated as of the Closing Date of the City Clerk to the effect that the Community Facilities District Resolutions and the Ordinance are true, correct and complete copies of the ones duly adopted by the City Council;

4. The Continuing Disclosure Agreement executed and delivered by the Community Facilities District and the Trustee, as dissemination agent, and the Continuing Disclosure Certificate dated the Closing Date (the "Developer Continuing Disclosure Certificate") of Landsea Homes of California LLC, , a Delaware limited liability company, on behalf of itself and LS-Ontario

II LLC, a Delaware limited liability company (together, the "Developer"), in each case substantially in the respective forms attached as appendixes to the Official Statement;

5. An unqualified approving opinion for the Bonds, dated the Closing Date and addressed to the Community Facilities District, of Bond Counsel, to the effect that the Bonds are the valid, legal and binding obligations of the Community Facilities District and that the interest thereon is excluded from gross income for federal income tax purposes and exempt from personal income taxes of the State of California, in substantially the form included as an appendix to the Official Statement, together with a letter of Bond Counsel, dated the Closing Date and addressed to the Underwriter and the Trustee, to the effect that such opinion addressed to the Community Facilities District may be relied upon by the Underwriter and the Trustee to the same extent as if such opinion was addressed to it;

6. A supplemental opinion or opinions of Bond Counsel dated the Closing Date and addressed to the Underwriter to the effect that:

(i) this Purchase Agreement and the Continuing Disclosure Agreement have been duly executed and delivered by the Community Facilities District and, assuming due authorization, execution and delivery by the other parties thereto, constitute the valid and binding obligations of the Community Facilities District, except to the extent that enforceability may be limited by moratorium, bankruptcy, reorganization, insolvency or other similar laws affecting creditors' rights generally or by the exercise of judicial discretion in accordance with general principles of equity or otherwise in appropriate cases and by limitations on legal remedies against public agencies in the State;

(ii) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended;

(iii) the statements contained in the Official Statement under the captions "THE SERIES 2025 BONDS" (except information relating to DTC and its book-entry system and information under the caption "Debt Service Schedule," as to which no opinion is expressed), "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2025 BONDS," (except information under the captions "Special Tax" and "Rate and Method of Apportionment" as to which no opinion is expressed), "TAX MATTERS," and Appendix F - "SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE," excluding any material that may be treated as included under such captions by cross-reference or reference to other documents or sources, insofar as such statements expressly summarize certain provisions of the Indenture and certain matters addressed in Bond Counsel's final approving opinion, are accurate in all material respects.

7. A letter, dated the Closing Date and addressed to the Underwriter and the Community Facilities District, of Disclosure Counsel, to the effect that no facts have come to the attention of the attorneys in such firm rending legal services in connection with the Bonds that cause them to believe that the Preliminary Official Statement, as of its date and as of the date of this Purchase Agreement, and the Official Statement, as of its date or as of the Closing Date, contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statement made therein, in light of the circumstances under which they were made, not misleading (except that no opinion or belief need be expressed as to any appendices, CUSIP numbers, financial, accounting, statistical, economic, engineering or demographic data or

forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, any determinations regarding valuation, real estate, and environmental matters, or any basis therefor; information about the Underwriter, underwriting; statements relating to the treatment of the Bonds or the interest, discount or premium related thereto for tax purposes under the laws of any jurisdiction and statements contained in the Official Statement under the caption "TAX MATTERS" and any information about the Depository Trust Company or the book-entry system);

8. A certificate dated the Closing Date and signed by an authorized representative of the Community Facilities District or an authorized designee, on behalf of the Community Facilities District to the effect that: (i) the representations and warranties made by the Community Facilities District contained herein are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date; (ii) to the best knowledge of such officer, no event has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein not misleading in any material respect; (iii) the Community Facilities District has complied with all the agreements and satisfied all the conditions on its part to be satisfied under this Purchase Agreement, the Community Facilities District Resolutions, the Community Facilities District Documents and the Official Statement at or prior to the Closing Date; and (iv) all information in the Official Statement relating to the Community Facilities District (other than information therein provided by the Special Tax Consultant) is true and correct in all material respects as of the date of the Official Statement and as of the Closing Date;

9. An opinion of Issuer's Counsel dated the date of Closing and addressed to the Underwriter, the Trustee and the City, substantially in the form attached hereto as Exhibit D;

10. A certificate dated the Closing Date from Kitty Siino & Associates, Inc., as appraiser (the "Appraiser"), addressed to the Community Facilities District and the Underwriter substantially to the effect that (i) the assumptions made in the appraisal of the taxable properties within the Community Facilities District, dated _____, 2025 (the "Appraisal Report"), prepared by the Appraiser are reasonable; the Appraisal Report fairly and accurately described, as of the stated date of value, the market values of the properties in the Community Facilities District that are subject to the Special Tax, (ii) the Appraiser is not aware of any event or act which occurred since the date of value of the Appraisal Report which, in its opinion, would materially and adversely affect the conclusions as to the market value of the appraised property in the Community Facilities District, (iii) the Appraiser consents to the reproduction of the Appraisal Report as an appendix to the Preliminary Official Statement and the final Official Statement, each with respect to the Bonds, and to the references to the Appraiser and the Appraisal Report made in the Preliminary Official Statement and the Official Statement, (iv) the Appraisal Report complies with the Appraisal Standards for Land-Secured Financings issued by the California Debt and Investment Advisory Commission dated July, 2004, (v) a true and correct copy of the Appraisal Report is attached as an appendix to the Preliminary Official Statement and the Official Statement; and (vi) neither the Appraisal Report nor the information in the Preliminary Official Statement or the Official Statement referring to it contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading;

11. A certificate dated the Closing Date from Goodwin Consulting Group, Inc. addressed to the Community Facilities District and the Underwriter to the effect that: (i) the Special Tax, if levied and collected in the maximum amounts permitted pursuant to the Rate and Method of Apportionment of Special Tax of the Community Facilities District, as of the Closing Date, would generate at least 110% of the annual debt service payable with respect to the related issue of Bonds, net of estimated Administrative Expenses, based on such assumptions and qualifications as shall be acceptable to the Underwriter; (ii) the statements in the Preliminary Official Statement and the Official Statement provided by Goodwin Consulting Group, Inc. concerning the Special Tax in the Community Facilities District and all information supplied by it for use in the Official Statement were as of the date of the Preliminary Official Statement, the date of the Official Statement and are as of the Closing Date true and correct, and do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; (iii) all information supplied by Goodwin Consulting Group, Inc. to the Appraiser is true and correct as of the date of the Preliminary Official Statement and the date of the Official Statement and as of the Closing Date, based on such assumptions as may have been supplied by it; and (iv) the information contained in the Appraisal Report with respect to taxes and tax rates applicable, and projected to be applicable, to the property in the Community Facilities District is consistent with such information provided by Goodwin Consulting Group, Inc. to the Appraiser, which information so provided was based on information obtained by Goodwin Consulting Group, Inc. from the Community Facilities District, the Developer, and the City;

12. Certified copies of the general resolution of the Trustee authorizing the execution and delivery of certain documents by certain officers of the Trustee, which resolution authorizes the execution of the Indenture and the authentication of the Bonds;

13. A certificate of the Trustee, addressed to the Underwriter, and the Community Facilities District dated the Closing Date, to the effect that: (i) the Trustee is authorized to carry out corporate trust powers, and has full power and authority to perform its duties under the Indenture and the Continuing Disclosure Agreement; (ii) the Trustee is duly authorized to execute and deliver the Indenture and the Continuing Disclosure Agreement, to accept the obligations created by the Indenture and the Continuing Disclosure Agreement and to authenticate the Bonds pursuant to the terms of the Indenture; (iii) no consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the Trustee that has not been obtained is or will be required for the authentication of the Bonds or the consummation by the Trustee of the other transactions contemplated to be performed by the Trustee in connection with the authentication of the Bonds and the acceptance and performance of the obligations created by the Indenture; and (iv) to the best of its knowledge, compliance with the terms of the Indenture will not conflict with, or result in a violation or breach of, or constitute a default under, any material agreement or material instrument to which the Trustee is a party or by which it is bound, or any law or any rule, regulation, order or decree of any court or governmental agency or body having jurisdiction over the Trustee or any of its activities or properties;

14. An opinion of counsel to the Trustee dated the Closing Date, addressed to the Underwriter, and the Community Facilities District to the effect that (i) the Trustee is a national banking association duly organized and validly existing under the laws of the jurisdiction of its organization and has the corporate power to execute and deliver the Indenture, the Continuing Disclosure Agreement, and any other documentation relating to the Indenture, (ii) the execution and delivery by the Trustee of the Indenture, the Continuing Disclosure Agreement, and

any other documentation relating to the Indenture, and its performance of its obligations under the Indenture, have been and are as of the date hereof duly authorized by all necessary corporate action, (iii) the Indenture and the Continuing Disclosure Agreement have been duly executed and delivered and constitute the valid and legally binding obligations of the Trustee enforceable against it in accordance with their terms except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought as a proceeding in equity or at law), and (iv) the Bonds have been duly authenticated and delivered by the Trustee;

15. A certificate of the Community Facilities District dated the Closing Date, in a form acceptable to Bond Counsel and the Underwriter, that the Bonds are not arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended;

16. From counsel to the Developer, (i) a negative assurance letter of such counsel, dated the date of the Closing, in form and substance acceptable to the Underwriter and Bond Counsel, and (ii) an opinion letter of such counsel, dated the date of the Closing, in form and substance acceptable to the Underwriter and Bond Counsel, to the effect that the Developer Continuing Disclosure Certificate has been duly authorized, executed and delivered by the Developer;

17. A Letter of Representations from the Developer dated the date of printing the Preliminary Official Statement, substantially in the form attached hereto as Exhibit B;

18. A Closing Certificate from the Developer dated the Closing Date, substantially in the form attached hereto as Exhibit C, or as such Closing Certificate may be modified with the approval of the Underwriter and Disclosure Counsel;

19. A certificate dated the Closing Date from Empire Economics, Inc. addressed to the Community Facilities District and the Underwriter to the effect that the statements in the Official Statement provided by Empire Economics, Inc. and all information supplied by it for use in the Official Statement were as of the date of the Official Statement and are as of the Closing Date true and correct, and do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading;

20. An opinion of Kutak Rock LLP, counsel to the Underwriter, dated the date of Closing and addressed to the Underwriter in form and substance acceptable to the Underwriter;

21. A certificate of Urban Futures, Inc., the City's municipal advisor (the "Municipal Advisor"), to the effect that the Municipal Advisor has participated in the preparation of the Preliminary Official Statement and the Official Statement and nothing has come to the attention of the Municipal Advisor which would lead it to believe that the Preliminary Official Statement or the Official Statement contain any untrue statement of a material fact or omits to state a fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; and

22. Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the material representations and warranties of the Community Facilities District contained herein, and of the statements and information contained in the Official Statement and the due performance or satisfaction by the Community Facilities District at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by the Community Facilities District in connection with the transactions contemplated hereby and by the Indenture and the Official Statement.

If the Community Facilities District shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds contained in this Purchase Agreement, or if the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the Community Facilities District nor the Underwriter shall be under any further obligation hereunder, except that the respective obligations of the Underwriter and the Community Facilities District set forth in Section 5 hereof shall continue in full force and effect.

4. Establishment of Issue Price.

A. The Underwriter agrees to assist the Community Facilities District in establishing the issue price of the Bonds and shall execute and deliver to the Community Facilities District at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit E, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Community Facilities District and Bond Counsel (as defined herein), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the Community Facilities District under this section to establish the issue price of the Bonds may be taken on behalf of the Community Facilities District by the Municipal Advisor and any notice or report to be provided to the Community Facilities District may be provided to the Community Facilities District's Municipal Advisor.

B. Except as otherwise set forth in Exhibit A attached hereto, the Community Facilities District will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the Community Facilities District the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the Community Facilities District the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date (as defined herein) has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the public, provided that the Underwriter's reporting obligation after the date of the Closing may be at reasonable periodic intervals or otherwise upon request of the Community Facilities District or Bond Counsel. For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds. For clarity, and notwithstanding any other condition to Closing set forth in this Purchase Agreement, the sale of 10% of each maturity of the Bonds to the public prior to the Closing Date shall not be a condition to Closing.

C. The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibit A attached hereto. Exhibit A also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the Community Facilities District and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Community Facilities District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the sale date; or

(2) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the Community Facilities District promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

D. The Underwriter confirms that:

(1) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(a)(i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that the reporting obligation after the date of the Closing may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter,

(b) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(c) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(2) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that the reporting obligation after the date of the Closing may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

E. The Community Facilities District acknowledges that, in making the representations set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Community Facilities District further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule if applicable to the Bonds.

F. The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(1) "public" means any person other than an underwriter or a related party;

(2) "underwriter" means (A) any person that agrees pursuant to a written contract with the Community Facilities District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public);

(3) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than

50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(4) "sale date" means the date of execution of this Purchase Agreement by all parties.

5. Expenses. Whether or not the Bonds are delivered to the Underwriter as set forth herein:

A. The Underwriter shall be under no obligation to pay, and the Community Facilities District shall pay or cause to be paid (out of any legally available funds of the Community Facilities District) all expenses incident to the performance of the Community Facilities District's obligations hereunder, including, but not limited to, the cost of printing, engraving and delivering the Bonds to DTC, the cost of preparation, printing, distributing and delivering of the Indenture, the Preliminary Official Statement, the Official Statement, any amendment or supplement to the Preliminary Official Statement or the Official Statement and this Purchase Agreement, and all other agreements and documents contemplated hereby (and drafts of any thereof) in such reasonable quantities as requested by the Underwriter; and the fees and disbursements of the Trustee, Bond Counsel, Disclosure Counsel and any financial advisors, special tax consultants, appraisers, accountants, engineers or any other experts or consultants the City or the Community Facilities District may have retained in connection with the Bonds; and

B. The Community Facilities District shall be under no obligation to pay, and the Underwriter shall pay, any fees of the California Debt and Investment Advisory Commission, the cost of preparation of any "blue sky" or legal investment memoranda and this Purchase Agreement; expenses to qualify the Bonds for sale under any "blue sky" or other state securities laws; and all other expenses incurred by the Underwriter in connection with its public offering and distribution of the Bonds (except those specifically enumerated in paragraph (a) of this section), including the fees and disbursements of its counsel, meals, transportation and lodging (but not entertainment expenses), and any advertising expenses in connection with the public offering of the Bonds.

6. Notices. Any notice or other communication to be given to the Community Facilities District or the Community Facilities District under this Purchase Agreement may be given by delivering the same in writing to the City of Ontario, 303 East "B" Street, Ontario, California 91764, Attention: City Manager; any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to Samuel A. Ramirez & Co., Inc., 12130 Millennium Drive, Suite 300, Los Angeles, California 90094; Attention: Public Finance.

7. Parties In Interest. This Purchase Agreement is made solely for the benefit of the Community Facilities District and Underwriter (including any successors or assignees of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof.

8. Survival of Representations and Warranties. The representations and warranties of the Community Facilities District under this Purchase Agreement shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing and regardless of any investigations made by or on behalf of the Underwriter (or statements as to the results of such investigations) concerning such representations and statements of the Community Facilities District and regardless of delivery of and payment for the Bonds.

9. Execution in Counterparts. This Purchase Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

10. Effective. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the Community Facilities District and shall be valid and enforceable as of the time of such acceptance.

11. No Prior Agreements. This Purchase Agreement supersedes and replaces all prior negotiations, agreements and understanding among the parties hereto in relation to the sale of the Bonds by the Community Facilities District.

12. Governing Law. This Purchase Agreement shall be governed by the laws of the State of California.

13. Effective Date. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the Community Facilities District and shall be valid and enforceable as of the time of such acceptance.

Very truly yours,

SAMUEL A. RAMIREZ & CO., INC.

By: _____
Its: Authorized Officer

The foregoing is hereby agreed to and accepted as of the date first above written:

CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 71 (NEUHOUSE PHASE 2)

By: _____
Authorized Officer

Time of Execution: _____ California time

EXHIBIT A

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 71
(NEUHOUSE PHASE 2)
SPECIAL TAX BONDS, SERIES 2025

MATURITY SCHEDULE

Maturity (September 1)	Principal Amount	Interest Rate	Yield	Price	10% Test Satisfied*	10% Test Not Satisfied	Subject to Hold-The-Offering-Price Rule
2026							
2027							
2028							
2029							
2030							
2031							
2032							
2033							
2034							
20__ (T)							
20__ (T)							
20__ (T)							
20__ (T)							

(T) Term Bond.
(C) Priced to optional redemption date of September 1, 20__, at [par].
* At the time of execution of this Purchase Agreement and assuming orders are confirmed immediately after the execution of this Purchase Agreement.

REDEMPTION PROVISIONS

Optional Redemption. The Bonds maturing on and after September 1, 20__, shall be subject to optional redemption, in whole, or in part in Authorized Denominations, on any date on or after September 1, 20__ from any source of available funds, at the following respective Redemption Prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	Redemption Price
September 1, 20__ through August 31, 20__	103%
September 1, 20__ through August 31, 20__	102
September 1, 20__ through August 31, 20__	101
September 1, 20__ and any date thereafter	100

Mandatory Redemption from Special Tax Prepayments. The Bonds shall be subject to mandatory redemption, in whole, or in part in Authorized Denominations, on any Interest Payment Date, from and to the extent of Special Tax prepayments required to be applied thereto pursuant to the Indenture and any amount required to be applied thereto pursuant to the Indenture, at the following respective Redemption Prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	Redemption Price
Any Interest Payment Date on or before March 1, 20__	103%
September 1, 20__ and March 1, 20__	102
September 1, 20__ and March 1, 20__	101
September 1, 20__ and any Interest Payment Date thereafter	100

Mandatory Sinking Fund Redemption. The Bonds maturing September 1, 20__ shall be subject to mandatory sinking fund redemption, in part, on September 1 in each year, commencing September 1, 20__ at a Redemption Price equal to the principal amount of the Bonds maturing September 1, 20__ to be redeemed, without premium, plus accrued interest thereon to the date of redemption, in the aggregate respective principal amounts in the respective years as follows:

Sinking Fund Redemption Date (September 1)	Principal Amount to be Redeemed

The Bonds maturing September 1, 20__ shall be subject to mandatory sinking fund redemption, in part, on September 1 in each year, commencing September 1, 20__ at a Redemption Price equal to the principal amount of the Bonds maturing September 1, 20__ to be redeemed, without premium, plus accrued interest thereon to the date of redemption, in the aggregate respective principal amounts in the respective years as follows:

Sinking Fund Redemption Date (September 1)	Principal Amount to be Redeemed

The Bonds maturing September 1, 20__ shall be subject to mandatory sinking fund redemption, in part, on September 1 in each year, commencing September 1, 20__ at a Redemption Price equal to the principal amount of the Bonds maturing September 1, 20__ to be redeemed, without premium, plus accrued interest thereon to the date of redemption, in the aggregate respective principal amounts in the respective years as follows:

Sinking Fund Redemption Date (September 1)	Principal Amount to be Redeemed

The Bonds maturing September 1, 20__ shall be subject to mandatory sinking fund redemption, in part, on September 1 in each year, commencing September 1, 20__ at a Redemption Price equal to the principal amount of the Bonds maturing September 1, 20__ to be redeemed, without premium, plus accrued interest thereon to the date of redemption, in the aggregate respective principal amounts in the respective years as follows:

Sinking Fund Redemption Date (September 1)	Principal Amount to be Redeemed

EXHIBIT B

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 71
(NEUHOUSE PHASE 2)
SPECIAL TAX BONDS, SERIES 2025

LETTER OF REPRESENTATIONS OF
[LANDSEA HOMES OF CALIFORNIA LLC]

[POS Date]

City of Ontario Community Facilities District
No. 71 (Neuhouse Phase 2)
303 East B Street
Ontario, California 91764

Samuel A. Ramirez & Co., Inc.
12130 Millennium Drive, Suite 300
Los Angeles, California 90094

Ladies and Gentlemen:

Reference is made to the City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2) Special Tax Bonds, Series 2025 (the "**Bonds**") and to the Bond Purchase Agreement to be entered into in connection therewith (the "**Bond Purchase Agreement**"). This Letter of Representations of [Landsea Homes of California LLC] (the "**Letter of Representations**") is delivered pursuant to and in satisfaction of Section 3(F)(17) of the Bond Purchase Agreement. Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Bond Purchase Agreement.

The undersigned certifies that he or she is familiar with the facts herein certified and is authorized and qualified to certify the same as an authorized officer or representative of [Landsea Homes of California LLC], a Delaware limited liability company (the "**Developer**"), and the undersigned, on behalf of the Developer, further certifies as follows:

1. The Developer is duly organized and validly existing under the laws of the State of California and has all requisite right, power and authority (i) to execute and deliver this Letter of Representations, and (ii) to develop its property in the City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2) (the "**Community Facilities District**") as described in the Preliminary Official Statement.

2. As set forth in the Preliminary Official Statement, title to a certain portion of the property within the Community Facilities District is held in the name of the Developer (herein, the "**Property**"). The undersigned, on behalf of the Developer, makes the representations herein with respect to all such Property. Except as otherwise described in the Preliminary Official Statement, the Developer's current expectation is that the Developer shall remain the party responsible for the

construction and sale of homes within the Property. Except as disclosed in the Preliminary Official Statement, the Developer has not entered into an agreement for development or management of the Property by any other entity, except such subcontracts, consultant agreements and similar agreements for land development activities associated with the Developer's development plan as are entered into in the ordinary course of business.

3. Except as set forth in the Preliminary Official Statement, no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, regulatory agency, public board or body is pending against the Developer (with proper service of process to the Developer having been accomplished) or, to the Actual Knowledge of the Undersigned,[1] is pending against any current Affiliate[2] (with proper service of process to such Affiliate having been accomplished) or to the Actual Knowledge of the Undersigned is threatened in writing against the Developer or any such Affiliate (a) to restrain or enjoin the collection of the special tax levied on the Property by the Community Facilities District (the "**Special Tax**") or other sums pledged or to be pledged to pay the principal of and interest on the Bonds (e.g., the reserve fund established under the Indenture (herein, the "**Reserve Fund**")), (b) to restrain or enjoin the development of the Property as described in the Preliminary Official Statement, (c) to materially adversely affect the ability of the Developer to perform its obligations under the Continuing Disclosure Certificate (as hereinafter defined), (d) in any way contesting or affecting the validity of the Special Tax, or (e) which is reasonably likely to materially and adversely affect the Developer's ability to develop and sell the Property as described in the Preliminary Official Statement or to pay the Special Tax due with respect to the Property (to the extent the responsibility of the Developer) prior to delinquency.

4. As of the date of the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, the information contained therein solely with respect to the Developer, its Affiliates, the proposed development of the Property, ownership of the Property, the Developer's development plan, the Developer's financing plan, the Developer's lenders, if any, and contractual arrangements of the Developer or any Affiliates (including, if material to the Developer's development plan or the

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1 "**Actual Knowledge of the Undersigned**" means, as of the date of this Letter of Representations, the actual (as opposed to constructive) knowledge that the individual signing on behalf of the Developer currently has or has obtained through (i) interviews with such current officers and responsible employees of the Developer and its Affiliates as the undersigned has determined are reasonably likely, in the ordinary course of their respective duties, to have knowledge of the matters set forth in this Letter of Representations, and/or (ii) review of documents that were reasonably available to the undersigned and which the undersigned has reasonably deemed necessary for the undersigned to obtain knowledge of the matters set forth in this Letter of Representations. The undersigned has not conducted any extraordinary inspection or inquiry other than such inspections or inquiries as are prudent and customary in connection with the ordinary course of the Developer's current business and operations. Individuals who are no longer employees of the Developer and its Affiliates have not been contacted.

2 "**Affiliate**" means, with respect to the Developer, any other Person (i) who directly, or indirectly through one or more intermediaries, is currently controlling, controlled by or under common control with the Developer, and (ii) for whom information, including financial information or operating data, concerning such Person is material to potential investors in their evaluation of the Community Facilities District and investment decision regarding the Bonds (i.e., information relevant to (a) the Developer's development plans with respect to the Property and ability to pay its Special Taxes on the Property (to the extent the responsibility of the Developer) prior to delinquency, or (b) such Person's assets or funds that would materially affect the Developer's ability to develop the Property as described in the Preliminary Official Statement or to pay its Special Taxes on the Property (to the extent the responsibility of the Develop) prior to delinquency. "**Person**" means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a trust, any unincorporated organization or a government or political subdivision thereof. For purposes hereof, the term "**control**" (including the terms "**controlling**," "**controlled by**" or "**under common control with**") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

Developer's financing plan, other loans of such Affiliates) as set forth under the sections of the Preliminary Official Statement captioned "PROPERTY OWNERSHIP AND THE DEVELOPMENT" and "CONTINUING DISCLOSURE – Developer Continuing Disclosure Certificate" (but in all cases under all captions excluding therefrom (i) information regarding the Appraisal Report (as defined herein), market value ratios and annual special tax ratios, and (ii) information which is identified as having been provided by a source other than the Developer), is true and correct in all material respects and did not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

5. Except as described in the Preliminary Official Statement, there are no material loans outstanding and unpaid and no material lines of credit of the Developer or its Affiliates, that are secured by an interest in the Property. Neither the Developer nor, to the Actual Knowledge of the Undersigned, any of its Affiliates is currently in material default on any loans, lines of credit or other obligation related to the development of the Property or any other project which default is reasonably likely to materially and adversely affect the Developer's ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Tax due with respect to the Property (to the extent the responsibility of the Developer) prior to delinquency.

6. To the Actual Knowledge of the Undersigned, other than as disclosed in the Preliminary Official Statement, the Developer is not aware that any of the Property has a current liability with respect to the presence of a substance presently classified as hazardous under the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 or applicable California law or is adversely affected by the presence of endangered or threatened species or habitat for endangered or threatened species.

7. The Developer covenants that, while the Bonds or any refunding obligations related thereto are outstanding, the Developer and its Affiliates which it controls will not bring any action, suit, proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body, that in any way seeks to challenge or overturn the formation of the Community Facilities District, to challenge the adoption of the ordinance of the Community Facilities District levying Special Tax within the Community Facilities District, to invalidate the Community Facilities District or any of the Bonds or any refunding bonds related thereto, or to invalidate the special tax liens imposed under Section 3115.5 of the Streets and Highways Code based on recordation of the notices of special tax lien relating thereto. The foregoing covenant shall not prevent the Developer in any way from bringing any other action, suit, proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body including, without limitation, (a) an action or suit contending that the Special Tax has not been levied in accordance with the methodologies contained in the Rate and Method of Apportionment of Special Tax pursuant to which Special Tax is levied, (b) an action or suit with respect to the application or use of the Special Tax levied and collected or (c) an action or suit to enforce the obligations of the City and/or the Community Facilities District under the Community Facilities District Resolutions, the Ordinance, the Indenture, or any other agreements among the Developer, an Affiliate, the City and/or the Community Facilities District or to which the Developer or an Affiliate is a party or beneficiary.

8. The Developer consents to the issuance of the Bonds. The Developer acknowledges and agrees that the proceeds of the Bonds will be used as described in the Preliminary Official Statement.

9. The Developer intends to comply with the provision of the Mello-Roos Community Facilities Act of 1982, as amended relating to the Notice of Special Tax described in Government Code Section 53341.5 in connection with the sale of the Property, or portions thereof.

10. To the Actual Knowledge of the Undersigned, the Developer is able to pay its bills as they become due and no legal proceedings are pending against the Developer (with proper service of process having been accomplished) or, to the Actual Knowledge of the Undersigned, threatened in writing in which the Developer may be adjudicated as bankrupt or discharged from any and all of its debts or obligations, or granted an extension of time to pay its debts or obligations, or be allowed to reorganize or readjust its debts, or be subject to control or supervision of the Federal Deposit Insurance Corporation.

11. The Developer agrees to execute at Closing the Continuing Disclosure Certificate, substantially in the form attached as Appendix H to the Preliminary Official Statement (the "**Continuing Disclosure Certificate**"), with such additional changes as may be agreed to by the Developer and the Underwriter. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, the Developer is not aware of any material failures by it or any entity under managerial control of the Developer to comply in all material respects with previous continuing disclosure undertakings in a written certificate or agreement executed by it or an entity under the managerial control of the Developer to provide periodic continuing disclosure reports or notices of material events respecting securities offerings in California within the past five years.

12. To the Actual Knowledge of the Undersigned, execution and delivery of the Continuing Disclosure Certificate, and the performance by the Developer of its obligations under the Continuing Disclosure Certificate, will not conflict with or constitute a breach of or default under any loans, lines of credit, agreements, or other contractual or financial obligations of the Developer, or any applicable law, regulation, judgment or decree.

13. To the Actual Knowledge of the Undersigned, Affiliates of the Developer are able to pay their bills as they become due and no legal proceedings are pending against any Affiliate of the Developer (with proper service of process having been accomplished) or to the Actual Knowledge of the Undersigned, threatened in writing in which the Affiliates of the Developer may be adjudicated as bankrupt or discharged from any or all of their debts or obligations, or granted an extension of time to pay their debt or obligations, or be allowed to reorganize or readjust their debts or obligations, or be subject to control or supervision of the Federal Deposit Insurance Corporation which is reasonably likely to have a materially adverse impact on the ability of the Developer to develop the Property as described in the Preliminary Official Statement, to perform its obligations under the Continuing Disclosure Certificate, or to pay the Special Tax or ad valorem tax obligations with respect to the portion of the Property then owned by the Developer (to the extent the responsibility of the Developer) prior to delinquency.

14. The Developer has been developing or has been involved in the development of numerous projects over an extended period of time. It is likely that the Developer and its Affiliates have been delinquent at one time or another in the payment of ad valorem property taxes, special assessments or special taxes. However, to the Actual Knowledge of the Undersigned, during the last five years, neither the Developer nor any current Affiliate has, during the period of its ownership, been delinquent to any material extent in the payment of any *ad valorem* property tax, special assessment or special tax on property included within the boundaries of a community facilities district or an assessment district in California that (a) caused a draw on a reserve fund relating to

such assessment district or community facilities district financing or (b) resulted in a foreclosure action being commenced against the delinquent Developer or such Affiliate in a court of law.

15. The Developer has not filed for the reassessment of the assessed value of any portions of the Property, other than in connection with the sale of homes to individual homebuyers.

16. To the Actual Knowledge of the Undersigned, there are no claims, disputes, suits, actions or contingent liabilities by and among the Developer, its Affiliates or any contractors working on the development of the Property which is reasonably likely to materially and adversely affect the Developer's development of the Property as described in the Preliminary Official Statement, the performance of its obligations under the Continuing Disclosure Certificate, or the payment of the Special Tax due with respect to the Property (to the extent the responsibility of the Developer) prior to delinquency.

17. Based upon the current development plans, including, without limitation, the current budget and subject to economic conditions and risks generally inherent in the development of real property, including, but not limited to, the risks described in the Preliminary Official Statement under the section entitled "SPECIAL RISK FACTORS," the Developer presently anticipates that it will have sufficient funds to develop the Property as described in the Preliminary Official Statement and to pay Special Tax levied against the Property (to the extent the responsibility of the Developer) prior to delinquency and does not anticipate that the City or the Community Facilities District will be required to resort to a draw on the Reserve Fund for payment of principal of or interest on the Bonds due to the Developer's nonpayment of Special Tax. However, neither the Developer nor any of its Affiliates are obligated to make any additional capital contribution or loan to the Developer at any time, and the Developer reserves the right to change its development plans and financing plans for the Property at any time without notice.

18. An appraisal of the taxable properties within the Community Facilities District, dated _____, 2025 (the "**Appraisal Report**"), was prepared by Kitty Siino & Associates, Inc. (the "**Appraiser**"). The Appraisal Report estimates the market value of the taxable properties within the Community Facilities District as of August 18, 2025 (the "**Date of Value**"). To the Actual Knowledge of the Undersigned, all information submitted by, or on behalf of and authorized by, the Developer to the Appraiser and contained in the sections of the Appraisal Report highlighted in yellow or circled in Exhibit A attached hereto, was true and correct in all material respects as of the Date of Value.

19. Solely as to the limited information described in the sections of the Preliminary Official Statement indicated in Paragraph 4 herein (and subject to the limitations and exclusions set forth in Paragraph 4), the Developer agrees to indemnify and hold harmless, to the extent permitted by law, the City, the Community Facilities District, and their officials and employees, and each Person, if any, who controls any of the foregoing within the meaning of Section 15 of the Securities Act of 1933, as amended, or of Section 20 of the Securities Exchange Act of 1934, as amended (each, an "**Indemnified Party**" and, collectively, the "**Indemnified Parties**"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Party may become subject under any statute or at law or in equity and shall reimburse any such Indemnified Party for any reasonable legal or other expense incurred by it in connection with investigating any such claim against it and defending any such action, insofar as and solely to the extent such losses, claims, damages, liabilities or actions, or legal or other expenses, arise out of or are based upon any untrue statement or alleged untrue statement of a material fact or the omission or alleged omission of a

material fact by the Developer in the above-referenced information in the Preliminary Official Statement, as of its date, necessary to make the statements made by the Developer contained therein, in light of the circumstances under which they were made not misleading. This indemnity provision shall not be construed as a limitation on any other liability which the Developer may otherwise have to any Indemnified Party, *provided* that in no event shall the Developer be obligated for double indemnification, or for the negligence or willful misconduct of an Indemnified Party.

If any suit, action, proceeding (including any governmental or regulatory investigation), claim or demand shall be brought or asserted against any Indemnified Party in respect of which indemnification may be sought pursuant to the above paragraph, such Indemnified Party shall promptly notify the Developer in writing; provided that the failure to notify the Developer shall not relieve it from any liability that it may have hereunder except to the extent that it has been materially prejudiced by such failure; and provided, further, that the failure to notify the Developer shall not relieve it from any liability that it may have to an Indemnified Party otherwise than under the above paragraph unless such liability was also conditioned upon such notice. If any such proceeding shall be brought or asserted against an Indemnified Party and it shall have notified the Developer thereof, the Developer shall retain counsel reasonably satisfactory to the Indemnified Party and approved thereby to represent the Indemnified Party in such proceeding and shall pay the fees and expenses of such counsel related to such proceeding, as incurred. In any such proceeding, any Indemnified Party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (i) the Developer and the Indemnified Party shall have mutually agreed to the contrary; (ii) the Developer has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Party; (iii) the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the Developer such that a material conflict of interest exists for such counsel; or (iv) the named parties in any such proceeding (including any impleaded parties) include the Developer and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interest between them. It is understood and agreed that the Developer shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all Indemnified Parties, and that all such fees and expenses, to the extent reasonable, shall be paid or reimbursed as they are incurred. Any such separate firm shall be designated in writing by such Indemnified Parties. The Developer shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the Developer agrees to indemnify each Indemnified Party from and against any loss or liability by reason of such settlement or judgment as set forth above. If the Developer shall, after receiving notice of the indemnification obligation of the Developer and within a period of time necessary to preserve any and all defenses to any claim asserted, fails to assume the defense or to retain counsel for that purpose satisfactory to the Indemnified Party, the Indemnified Party shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle the claim or other matter on behalf of, for the account of and at the risk of, the Developer. The Developer shall not, without the written consent of the Indemnified Party, effect any settlement of any pending or threatened proceeding in respect of which any Indemnified Party is a party and indemnification could have been sought hereunder by such Indemnified Party, unless such settlement (x) includes an unconditional release of such Indemnified Party, in form and substance reasonably satisfactory to such Indemnified Party, from all liability on claims that are the subject matter of such proceeding and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Party.

20. If between the date hereof and the Closing Date any event relating to or affecting the Developer, its Affiliates, the proposed development of the Property, ownership of the Property, the Developer's development plan, the Developer's financing plan, the Developer's lenders, if any, and contractual arrangements of the Developer or any Affiliates (including, if material to the Developer's development plan or the Developer's financing plan, other loans of such Affiliates) shall occur of which the undersigned has actual knowledge which would cause the information under the sections of the Preliminary Official Statement indicated in Paragraph 4 hereof (and subject to the limitations and exclusions contained in Paragraph 4 hereof), to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Developer shall notify the City, the Community Facilities District and the Underwriter and if in the opinion of counsel to the City or the Underwriter such event requires the preparation and publication of a supplement or amendment to the Preliminary Official Statement, the Developer shall reasonably cooperate with the City and the Community Facilities District in the preparation of an amendment or supplement to the Preliminary Official Statement in form and substance satisfactory to counsel to the City, the Community Facilities District and to the Underwriter.

21. The Developer agrees to deliver a Closing Certificate dated the date of issuance of the Bonds at the time of issuance of the Bonds in substantially the form attached as Exhibit C to the Bond Purchase Agreement. If any event related to or affecting the Developer, its Affiliates, or the ownership, development, or sale of the Property occurs, as a result of which it is necessary to modify the Closing Certificate, the Developer agrees to deliver a new Closing Certificate revised to reflect such event.

22. On behalf of the Developer, I have reviewed the contents of this Letter of Representations and have had the opportunity to discuss with counsel to the Developer the meaning of the contents of this Letter of Representations. The Developer acknowledges and understands that a variety of state and federal securities laws, including, but not limited to the Securities Act of 1933, as amended, and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, as amended, may apply to the Developer and that under some circumstances, certification as to the matters set forth in this Letter of Representations, without additional disclosures or other action, may not fully discharge all duties and obligations of the Developer under such securities laws.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

The undersigned has executed this Letter of Representations solely in his or her capacity as an authorized officer or representative of the Developer and he or she will have no personal liability arising from or relating to this Letter of Representations. Any liability arising from or relating to this Letter of Representations may only be asserted against the Developer.

[LANDSEA HOMES OF CALIFORNIA LLC], a Delaware limited liability company

By: _____
Name: _____
Title: _____

[EXECUTION PAGE OF LETTER OF REPRESENTATIONS OF [LANDSEA HOMES OF CALIFORNIA LLC]]

EXHIBIT A

To

LETTER OF REPRESENTATIONS
OF [LANDSEA HOMES OF CALIFORNIA LLC]

DEVELOPER PROVIDED INFORMATION IN APPRAISAL REPORT

See attached.

EXHIBIT C

FORM OF CLOSING CERTIFICATE

$_____
CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 71
(NEUHOUSE PHASE 2)
SPECIAL TAX BONDS, SERIES 2025

CLOSING CERTIFICATE OF
[LANDSEA HOMES OF CALIFORNIA LLC]

[Closing Date]

City of Ontario Community Facilities District
No. 71 (Neuhouse Phase 2)
303 East B Street
Ontario, California 91764
Attn: City Manager

Samuel A. Ramirez & Co., Inc.
12130 Millennium Drive, Suite 300
Los Angeles, California 90094

Ladies and Gentlemen:

Reference is made to the above-captioned bonds (the "**Bonds**") and to the Bond Purchase Agreement, dated [BPA Date] (the "**Bond Purchase Agreement**"), entered into in connection therewith. This Closing Certificate of [Landsea Homes of California LLC] (the "**Closing Certificate**") is delivered pursuant to Section 3(F)(18) of the Bond Purchase Agreement. Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Letter of Representations of [Landsea Homes of California LLC] (the "**Letter of Representations**"), dated [POS Date], delivered by [Landsea Homes of California LLC], a Delaware limited liability company (the "**Developer**").

The undersigned certifies that he or she is familiar with the facts herein certified and is authorized and qualified to certify the same as an authorized officer or representative of the Developer, and the undersigned, on behalf of the Developer, further certifies as follows:

1. The Developer has received the final Official Statement dated [BPA Date] relating to the Bonds (the "**Official Statement**"). To the Actual Knowledge of the Undersigned, each statement, representation and warranty made in the Letter of Representations is true and correct in all material respects on and as of the date hereof with the same effect as if made on the date hereof, except that all references therein to the Preliminary Official Statement shall be deemed to be

references to the Official Statement and all references to the Continuing Disclosure Certificate herein shall be deemed to be references to the Continuing Disclosure Certificate as executed by the Developer in connection with the sale of the Bonds.

2. To the Actual Knowledge of the Undersigned, no event has occurred since the date of the Preliminary Official Statement affecting the statements and information described in Paragraph 4 of the Letter of Representations (and subject to the limitations and exclusions contained in Paragraph 4 of the Letter of Representations) relating to the Developer, its Affiliates, the proposed development of the Property, ownership of the Property, the Developer's development plan, the Developer's financing plan, the Developer's lenders, if any, and contractual arrangements of the Developer or any Affiliates (including, if material to the Developer's development plan or the Developer's financing plan, other loans of its Affiliates), which should be disclosed in the Official Statement for the purposes for which it is to be used in order to make such statements and information contained in the Official Statement not misleading in any material respect.

3. For the period through 25 days after the "**End of the Underwriting Period**" as defined in the Bond Purchase Agreement (provided the Developer may assume the End of the Underwriting Period is the Closing Date (as defined in the Bond Purchase Agreement), unless it receives written notice from the Underwriter that the End of the Underwriting Period is later than the Closing Date), if any event relating to or affecting the Developer, its Affiliates, the proposed development of the Property, ownership of the Property, the Developer's development plan, the Developer's financing plan, the Developer's lenders, if any, and contractual arrangements of the Developer or any Affiliates (including, if material to the Developer's development plan or the Developer's financing plan, other loans of its Affiliates) shall occur as a result of which it is necessary, in the opinion of the Underwriter or counsel to the City or the Community Facilities District, to amend or supplement the Official Statement in order to make the information under the sections of the Official Statement indicated in Paragraph 4 of the Letter of Representations (and subject to the limitations and exclusions contained in Paragraph 4 of the Letter of Representations) not misleading in the light of the circumstances under which they were made, the Developer shall reasonably cooperate with the City, the Community Facilities District and the Underwriter in the preparation and publication of a supplement or amendment to the information under the sections of the Official Statement indicated in Paragraph 4 of the Letter of Representations (and subject to the limitations and exclusions contained in Paragraph 4 of the Letter of Representations), in form and substance satisfactory to the Underwriter and counsel to the City and the Community Facilities District which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

4. The Developer has duly authorized the execution and delivery of the Continuing Disclosure Certificate.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

The undersigned has executed this Closing Certificate solely in his or her capacity as an authorized officer or representative of the Developer and he or she will have no personal liability arising from or relating to this Closing Certificate. Any liability arising from or relating to this Closing Certificate may only be asserted against the Developer.

[LANDSEA HOMES OF CALIFORNIA LLC], a Delaware limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT D

FORM OF ISSUER'S COUNSEL OPINION

[Closing Date]

City of Ontario
Community Facilities District No. 71
(Neuhouse Phase 2)
303 East "B" Street
Ontario, California 91764

Samuel A. Ramirez & Co., Inc., as
Underwriter
12130 Millennium Drive, Suite 300
Los Angeles, California 90094

Zions Bancorporation,
National Association, as Trustee
550 South Hope Street, Suite 2875
Los Angeles, California 90071

ISSUER'S COUNSEL OPINION

Re: $_____ City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2) Special Tax Bonds, Series 2025

Ladies and Gentlemen:

We have acted as issuer's counsel ("Issuer's Counsel") to the City of Ontario (the "City") and the City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2) (the "Community Facilities District"), in connection with the issuance of the $_____ City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2) Special Tax Bonds, Series 2025 (the "Bonds"). In such capacity, we have been asked to render this opinion in connection with Section 3(F)(9) of that certain Bond Purchase Agreement, dated [BPA Date] (the "Bond Purchase Agreement"), by and between Samuel A. Ramirez & Co., Inc., as underwriter, and the Community Facilities District relating to the Bonds. All capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Bond Purchase Agreement.

In rendering this opinion, we have examined and relied upon originals or copies of the following documents upon which we are relying, without further inquiry or investigation (although we advise you that we have no actual knowledge to the contrary of any matters related thereto): (i) the Community Facilities District Resolution of Issuance, (ii) Resolution No. ____, adopted by the City Council of the City (the "City Council") on _____ (the "Resolution of Intention"), (iii) Resolution No. _____, adopted by the City Council on _____ (the "Resolution to Incur Indebtedness"), (iv) Resolution No. _____, adopted by the City Council on _____ (the "Resolution of Formation"), (v) Resolution No. _____, adopted by the City Council on _____ (the "Resolution Deeming it Necessary to Incur Indebtedness"), (vi) Resolution No. _____, adopted by the City

Council on _____ (the "Resolution Calling Election"), (vii) Resolution No. _____, adopted by the City Council on _____ (the "Resolution Declaring Results"), (viii) Ordinance No. ___, adopted by the City Council on _____ (the "Ordinance" and, together with the Resolution of Intention, the Resolution to Incur Indebtedness, the Resolution of Formation, the Resolution Deeming it Necessary to Incur Indebtedness, the Resolution Calling Election, and the Resolution Declaring Results the "Formation Documents"), (xvii) the Community Facilities District Documents, and (xviii) the Official Statement, relating to the Bonds, and we have made such other investigations of law and facts as we have deemed necessary to render the following opinions.

In rendering this opinion, we have assumed, without independent investigation, that all documents submitted to or reviewed by us are accurate and complete and, if not originals, are true and correct copies of originals and the accuracy of the statements and representations contained in such documents. As to questions of fact material to this opinion letter, we have relied upon representations and information supplied to us by the City and the Community Facilities District and their respective officers, employees, and representatives and upon representations and certificates of various public officials. In addition, we have assumed the authority of and due execution by each of the parties to the documents other than the City and the Community Facilities District. In the course of our representation, nothing has come to our attention that caused us to believe that any of the factual representations upon which we have relied are not true, but we have made no other factual investigations.

When used herein, the phrase "current actual knowledge" means knowledge as we have obtained from (i) the incumbency and signature certificate of the Community Facilities District, (ii) the representations and warranties contained in each closing certificate of the City or the Community Facilities District, (iii) knowledge of facts or other information currently known to lawyers in our firm who have performed legal services for the City or the Community Facilities District, and (iv) a litigation search in California State and federal court conducted on _____, 20___.

Based on the foregoing, and in reliance thereon, as of the date hereof, we are of the following opinions:

1. The City is a municipal corporation and general law city, duly organized and validly existing pursuant to the Constitution and laws of the State of California (the "State").

2. The Community Facilities District is duly organized and validly existing as a community facilities district under the Constitution and laws of the State.

3. The Community Facilities District Resolution of Issuance and the Formation Documents have been duly adopted at meetings of the City Council, which were called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and the Community Facilities District Resolution of Issuance and the Formation Documents are in full force and effect and have not, other than as described in the Official Statement, been modified, amended, rescinded or repealed since the respective dates of their adoption.

4. The Community Facilities District Documents and the Official Statement have been duly authorized, executed and delivered by the Community Facilities District and constitute the legal, valid and binding obligations of the Community Facilities District enforceable against the Community Facilities District in accordance with their terms, subject

to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights, to the application of equitable principles where equitable remedies are sought and to the exercise of judicial discretion in appropriate cases or seeks to restrain or to enjoin the development of property within the Community Facilities District.

5. Except as may be stated in the Official Statement, to our current actual knowledge, there is no action, suit, proceeding or investigation before or by any court, public board or body pending (notice of which has been served on the City or the Community Facilities District) or threatened wherein an unfavorable decision, ruling or finding would: (a) affect the creation, organization, existence or powers of the City or the Community Facilities District, or the titles of their members and officers to their respective offices; or (b) affect the validity of the Community Facilities District Documents or restrain or enjoin the repayment of the Bonds or in any way contest or affect the validity of the Community Facilities District Documents or contest the authority of the Community Facilities District to enter into or perform its obligations under any of the Community Facilities District Documents or under which a determination adverse to the City or Community Facilities District would have a material adverse effect upon the financial condition or the revenues of the City or Community Facilities District, questions the right of the Community Facilities District to use the Special Tax levied within the Community Facilities District for the repayment of the Bonds or affects in any manner the right or ability of the Community Facilities District to collect or pledge the Special Tax levied within the Community Facilities District for the repayment of the Bonds.

6. To our current actual knowledge, the execution and delivery of the Bonds and the Community Facilities District Documents, and compliance with the provisions of each, will not conflict with or constitute a breach of or default under any loan agreement, note, ordinance, resolution, indenture, contract, agreement or other instrument of which the Community Facilities District is a party or is otherwise subject or bound, a consequence of which could be to materially and adversely affect the ability of the Community Facilities District to perform its obligations under the Bonds or the Community Facilities District Documents.

7. All approvals, consents, authorization, elections and orders of or filings or registrations with any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the ability of the Community Facilities District, to perform its obligations under the Bonds or the Community Facilities District Documents, have been obtained or made, as the case may be, and are in full force and effect.

The opinions set forth above are subject to the following additional qualifications:

(a) We express no opinion with respect to the laws of any state or jurisdiction other than California and the United States regarding the enforceability of any transaction mentioned herein or the interpretation, authorization, execution, validity, enforceability or effect of any of the documents mentioned herein; provided further that we express no opinion with respect to California or federal tax and securities law.

(b) As Issuer's Counsel in this matter, we have not rendered financial advice to the Community Facilities District and do not represent by this opinion, or otherwise, that we

reviewed or made any assessment about, nor do we express any opinion about, the ability of the Community Facilities District to pay debt service or amounts due under the Indenture, and accordingly, we offer no opinion whatsoever regarding such financial feasibility or ability to repay the Bonds.

(c) We express no opinion with respect to any indemnification, contribution, lien priority or choice of law provisions contained in the foregoing documents.

(d) General principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law; and limitations imposed by bankruptcy, insolvency, fraudulent conveyance, receivership, conservatorship, reorganization, arrangement, liquidation, moratorium or other similar laws affecting the enforcement of creditors' rights in general heretofore or hereafter enacted, as such laws may be applied in the event of bankruptcy, insolvency, reorganization, arrangement, receivership, conservatorship, liquidation, readjustment of debt or other similar proceedings of, or moratorium or similar occurrence affecting municipal corporations in the State.

No attorney-client relationship exists between you and us (other than the City and Community Facilities District). This opinion is solely for the benefit of the addressees in connection with the transactions covered by the first paragraph of this letter and may not be relied upon or used by, circulated, quoted or referred to, nor may copies hereof be delivered to, any other person or for any other purpose without our prior written approval; provided, however, copies of this opinion may be included in the closing transcripts for the transactions connected with the issuance of the Bonds.

This opinion letter speaks only as of its date, and we disclaim any obligation to update this opinion letter for events occurring or coming to our attention after the date hereof. The opinions herein are limited to the matters expressly set forth herein, and no opinion is to be implied or may be inferred beyond the matters expressly so stated.

We bring to your attention the fact that our conclusions are an expression of professional judgment and are not a guarantee of a result.

Respectfully submitted,

EXHIBIT E

$_____
CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 71
(NEUHOUSE PHASE 2)
SPECIAL TAX BONDS, SERIES 2025

FORM OF ISSUE PRICE CERTIFICATE

The undersigned, Samuel A. Ramirez & Co., Inc. ("Ramirez"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. ***Bond Purchase Agreement.*** On [BPA Date] (the "Sale Date"), Ramirez and the Issuer executed a Bond Purchase Agreement (the "Purchase Agreement") in connection with the sale of the Bonds. Ramirez has not modified the Purchase Agreement since its execution on the Sale Date.

2. ***Price.***

   (a) As of the date of this Certificate, for each of the General Rule Maturities of the Bonds, the first price at which at least 10% of each such Maturity of the Bonds was sold to the Public (the "10% Test") was the respective price for such Maturity listed in **Schedule A** attached hereto.

   (b) Ramirez offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in **Schedule A** (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as **Schedule B**.

   (c) As set forth in the Bond Purchase Agreement, Ramirez has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms.***

   (a) *"General Rule Maturities"* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) *"Hold-the-Offering-Price Maturities"* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) *"Holding Period"* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which Ramirez has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *"Issuer"* means the City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2).

(e) *"Maturity"* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(f) *"Public"* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) *"Underwriter"* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

4. ***Reserve* Fund.** The funding of the Reserve Fund under the Indenture, and as provided in the Tax Certificate, is reasonably required, was a vital factor in marketing the Bonds, facilitated the marketing of the Bonds at an interest rate comparable to that of bonds and other tax-exempt obligations of a similar type, and is not in excess of the amount necessary for such purpose.

5. The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Ramirez's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate of the Issuer dated [Closing Date] and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

SAMUEL A. RAMIREZ & CO., INC.

By:_____

Dated: [Closing Date]

SCHEDULE A
TO
ISSUE PRICE CERTIFICATE

[TO BE ATTACHED]

SCHEDULE B
TO
ISSUE PRICE CERTIFICATE

[PRICING WIRE TO BE ATTACHED]

CONTINUING DISCLOSURE AGREEMENT

by and between

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 71
(NEUHOUSE PHASE 2)

and

ZIONS BANCORPORATION, NATIONAL ASSOCIATION,
AS TRUSTEE

Dated as of _____ 1, 2025

City of Ontario
Community Facilities District No. 71
(Neuhouse Phase 2)
Special Tax Bonds, Series 2025

CONTINUING DISCLOSURE AGREEMENT

THIS CONTINUING DISCLOSURE AGREEMENT (this "Disclosure Agreement"), dated as of _____ 1, 2025, is by and between CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 71 (NEUHOUSE PHASE 2), a community facilities district organized and existing under the laws of the State of California (the "Community Facilities District"), and ZIONS BANCORPORATION, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, as Trustee (the "Trustee").

W I T N E S S E T H :

WHEREAS, the Community Facilities District has issued its City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2) Special Tax Bonds, Series 2025 (the "Series 2025 Bonds"), in the aggregate principal amount of $_____, pursuant to the Indenture, dated as of _____ 1, 2025 (the "Indenture"), by and between the Community Facilities District and the Trustee; and

WHEREAS, this Disclosure Agreement is being executed and delivered by the Community Facilities District and the Trustee for the benefit of the owners and beneficial owners of the Series 2025 Bonds and in order to assist the underwriter of the Series 2025 Bonds in complying with Securities and Exchange Commission Rule 15c2-12(b)(5);

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions. Unless the context otherwise requires, the terms defined in this Section shall for all purposes of this Disclosure Agreement have the meanings herein specified. Capitalized undefined terms used herein shall have the meanings ascribed thereto in the Indenture.

"Annual Report" means any Annual Report provided by the Community Facilities District pursuant to, and as described in, Sections 2 and 3 hereof.

"Annual Report Date" means the date in each year that is the first day of the month following the ninth month after the end of the Community Facilities District's fiscal year, which date, as of the date of this Disclosure Agreement, is April 1.

"Community Facilities District" means City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2), a community facilities district organized and existing under the laws of the State, and its successors.

"Disclosure Representative" means the Deputy City Treasurer of the City, or his or her designee, or such other person as the Community Facilities District shall designate in writing to the Trustee from time to time.

"Dissemination Agent" means the Trustee, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Community Facilities District and which has filed with the Trustee a written acceptance of such designation.

"Financial Obligation" means (a) a debt obligation of the Community Facilities District, (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation of the Community Facilities District, or (c) a guarantee of (i) a debt obligation of the Community Facilities District, or (ii) a derivative instrument described in clause (b), above; provided, however, that the term "Financial Obligation" shall not include "municipal securities" (as such term is defined in the Securities Exchange Act of 1934, as amended) as to which a "final official statement" (as such term is defined in the Rule) has been provided to the MSRB consistent with the Rule.

"Indenture" means the Indenture, dated as of _____ 1, 2025, by and between the Community Facilities District and Zions Bancorporation, National Association, as Trustee, as originally executed and as it may be modified or amended from time to time in accordance with its terms.

"Listed Events" means any of the events listed in subsection (a) or subsection (b) of Section 4 hereof.

"MSRB" means the Municipal Securities Rulemaking Board or any other entity designated or authorized by the Securities and Exchange Commission to receive reports pursuant to the Rule. Until otherwise designated by the MSRB or the Securities and Exchange Commission, filings with the MSRB are to be made through the Electronic Municipal Market Access (EMMA) website of the MSRB, currently located at http://emma.msrb.org.

"Participating Underwriter" means the original underwriter of the Series 2025 Bonds required to comply with the Rule in connection with the offering of the Series 2025 Bonds.

"Rule" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"Trustee" means Zions Bancorporation, National Association, as Trustee under the Indenture, or any successor thereto as Trustee thereunder substituted in its place as provided therein.

Section 2. Provision of Annual Reports. (a) The Community Facilities District shall, or shall cause the Dissemination Agent to, provide to the MSRB an Annual Report that is consistent with the requirements of Section 3 hereof, not later than the Annual Report Date, commencing with the report for the 2024-25 Fiscal Year. The Annual Report may include by reference other information as provided in Section 3 hereof; provided, however, that the audited financial statements of the Community Facilities District, if any, may be submitted separately from the balance of the Annual Report, and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Community Facilities District's fiscal year changes, it shall, or it shall instruct the Dissemination Agent to, give notice of such change in a filing with the MSRB.

(b) Not later than 15 Business Days prior to the Annual Report Date, the Community Facilities District shall provide the Annual Report to the Dissemination Agent and the Trustee (if the Trustee is not the Dissemination Agent). If by such date, the Trustee has not received a copy of the Annual Report, the Trustee shall contact the Community Facilities District and the Dissemination Agent to determine if the Community Facilities District is in compliance with the first sentence of this subsection (b).

(c) If the Trustee is unable to verify that an Annual Report has been provided to the MSRB by the date required in subsection (a) of this Section, the Trustee shall, in a timely manner, send a notice to the MSRB in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall:

(i) provide each Annual Report received by it to the MSRB, as provided herein; and

(ii) file a report with the Community Facilities District and (if the Dissemination Agent is not the Trustee) the Trustee certifying that such Annual Report has been provided pursuant to this Disclosure Agreement and stating the date it was provided to the MSRB.

Section 3. Content of Annual Reports. The Community Facilities District's Annual Report shall contain or incorporate by reference the following:

(a) The Community Facilities District's audited financial statements, if any, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the Community Facilities District's audited financial statements, if any, are not available by the time the Annual Report is required to be filed pursuant to subsection (a) of Section 2 hereof, the Annual Report shall contain unaudited financial statements, in a format similar to that used for the Community Facilities District's audited financial statements, and the audited financial statements, if any, shall be filed in the same manner as the Annual Report when they become available.

(b) The following information:

(i) The principal amount of Series 2025 Bonds Outstanding as of the December 31 next preceding the Annual Report Date;

(ii) The principal amount of Additional Bonds, if any, Outstanding as of the December 31 next preceding the Annual Report Date;

(iii) The balance in (A) the LS-ONTARIO II Acquisition Account, and (B) the NMC Acquisition Account, as of the December 31 next preceding the Annual Report Date;

(iv) The balance in the Reserve Fund, and a statement of the Reserve Requirement, as of the December 31 next preceding the Annual Report Date;

(v) The total assessed value of all parcels within the Community Facilities District on which the Special Tax is levied, as shown on the assessment roll of the San Bernardino County Assessor last equalized prior to the December 31 next preceding the Annual Report Date, and a statement of assessed value-to-Bonded debt ratios therefor, either by individual parcel or by categories (e.g., "below 3:1," "3:1 to 4:1," etc.);

(vi) The Special Tax delinquency rate for all parcels within the Community Facilities District, as shown on the assessment roll of the San Bernardino County Assessor last equalized prior to the December 31 next preceding the Annual Report Date, the number of parcels within the Community Facilities District delinquent in payment of the Special Tax as of the December 31 next preceding the Annual Report Date, the amount of each delinquency, the length of time delinquent and the date on which foreclosure was commenced, or similar information pertaining to delinquencies deemed appropriate by the Community Facilities District; provided, however, that parcels with aggregate delinquencies of $2,000 or less (excluding penalties and interest) may be grouped together and such information may be provided by category;

(vii) The status of foreclosure proceedings and a summary of the results of any foreclosure sales as of the December 31 next preceding the Annual Report Date;

(viii) The identity of any property owner representing more than 5% of the Special Tax levy delinquent in payment of the Special Tax as of the December 31 next preceding the Annual Report Date;

(ix) A land ownership summary listing property owners responsible for more than 5% of the annual Special Tax, as shown on the assessment roll of the San Bernardino County Assessor last equalized prior to the December 31 next preceding the Annual Report Date; and

(x) A description of any changes to the Rate and Method approved by, or submitted for approval to, the qualified electors of the Community Facilities District during the period from the date of filing the prior year's Annual Report to the date of filing such Annual Report.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Community Facilities District or related public entities that have been made available to the public on the MSRB's website. The Community Facilities District shall clearly identify each such other document so included by reference.

Section 4. Reporting of Significant Events. (a) Pursuant to the provisions of this Section, the Community Facilities District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Series 2025 Bonds in a timely manner not later than ten business days after the occurrence of the event:

(i) Principal and interest payment delinquencies.

(ii) Unscheduled draws on debt service reserves reflecting financial difficulties.

(iii) Unscheduled draws on credit enhancements reflecting financial difficulties.

(iv) Substitution of credit or liquidity providers, or their failure to perform.

(v) Adverse tax opinions or issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB).

(vi) Tender offers.

(vii) Defeasances.

(viii) Rating changes.

(ix) Bankruptcy, insolvency, receivership or similar event of the Community Facilities District.

(x) Default, event of acceleration, termination event, modification of terms or other similar events under the terms of a Financial Obligation, any of which reflect financial difficulties.

For purposes of the event identified in paragraph (ix) of this subsection, the event is considered to occur when any of the following occur: the appointment of a receiver, trustee or similar officer for the Community Facilities District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Community Facilities District, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Community Facilities District.

(b) Pursuant to the provisions of this Section, the Community Facilities District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Series 2025 Bonds, if material, in a timely manner not later than ten business days after the occurrence of the event:

(i) Unless described in paragraph (v) of subsection (a) of this Section, material notices or determinations by the Internal Revenue Service with respect to the tax status of the Series 2025 Bonds or other material events affecting the tax status of the Series 2025 Bonds.

(ii) Modifications to rights of holders of the Series 2025 Bonds.

(iii) Series 2025 Bond calls.

(iv) Release, substitution, or sale of property securing repayment of the Series 2025 Bonds.

(v) Non-payment related defaults.

(vi) The consummation of a merger, consolidation, or acquisition involving the Community Facilities District or the sale of all or substantially all of the assets of the Community Facilities District other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms.

(vii) Appointment of a successor or additional Trustee or the change of name of a Trustee.

(viii) Incurrence of a Financial Obligation, or agreement to covenants, events of default, remedies, priority rights or other similar terms of a Financial Obligation, any of which affect holders of the Series 2025 Bonds.

(c) The Trustee shall, within one business day of obtaining actual knowledge of the occurrence of any of the Listed Events, contact the Disclosure Representative and inform such person of the event. The Trustee shall have no responsibility for determining the materiality of any such event, or whether any such event reflects financial difficulties.

(d) Whenever the Community Facilities District obtains knowledge of the occurrence of a Listed Event described in subsection (b) of this Section, the Community Facilities District shall determine if such event would be material under applicable Federal securities law.

(e) Whenever the Community Facilities District obtains knowledge of the occurrence of a Listed Event described in subsection (a) of this Section, or determines that knowledge of a Listed Event described in subsection (b) of this Section would be material under applicable Federal securities law, the Community Facilities District shall, or shall cause the Dissemination Agent to, file a notice of the occurrence of such Listed Event with the MSRB, within ten business days of such occurrence.

(f) Notwithstanding the foregoing, notice of Listed Events described in paragraph (iii) of subsection (b) of this Section need not be given any earlier than the notice (if any) of the underlying event is given to holders of affected Series 2025 Bonds pursuant to the Indenture.

Section 5. Format for Filings with MSRB. Any report or filing with the MSRB pursuant to this Disclosure Agreement must be submitted in electronic format, accompanied by such identifying information as is prescribed by the MSRB.

Section 6. Termination of Reporting Obligation. The Community Facilities District's obligations under this Disclosure Agreement shall terminate upon the legal defeasance, prior

redemption or payment in full of all of the Series 2025 Bonds. If such termination occurs prior to the final maturity of the Series 2025 Bonds, the Community Facilities District shall give, or cause to be given, notice of such termination in a filing with the MSRB.

Section 7. Dissemination Agent. The Community Facilities District may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign by providing 30 days' written notice to the Community Facilities District. If at any time there is not any other designated Dissemination Agent, the Trustee shall be the Dissemination Agent.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Community Facilities District and the Trustee may amend this Disclosure Agreement (and the Trustee shall agree to any amendment so requested by the Community Facilities District, so long as such amendment does not adversely affect the rights or materially increase the obligations of the Trustee), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of subsection (a) of Section 2 hereof, Section 3 hereof or subsection (a) or (b) of Section 4 hereof, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Series 2025 Bonds, or the type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Series 2025 Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver (i) is approved by Owners of the Series 2025 Bonds in the manner provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of Owners or Beneficial Owners of the Series 2025 Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Community Facilities District shall describe such amendment or waiver in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Community Facilities District. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements (i) notice of such change shall be given in a filing with the MSRB, and (ii) the Annual Report for the year in which the change is made shall present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Community Facilities District from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice required to be filed pursuant to this Disclosure Agreement, in addition to that which is required by this Disclosure Agreement. If the Community Facilities District chooses to include any information in any Annual Report or notice in addition to that which is specifically required by this Disclosure Agreement, the Community Facilities District shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event or any other event required to be reported.

Section 10. Default. In the event of a failure of the Community Facilities District, the Trustee or the Dissemination Agent to comply with any provision of this Disclosure Agreement, the Trustee may (and, at the written direction of any Participating Underwriter or the Owners of at least 25% of the aggregate principal amount of Outstanding Series 2025 Bonds, shall, upon receipt of indemnification reasonably satisfactory to the Trustee), or any Owner or Beneficial Owner of the Series 2025 Bonds may, take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Community Facilities District, the Trustee or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the Community Facilities District, the Trustee or the Dissemination Agent to comply with this Disclosure Agreement shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Trustee and Dissemination Agent. Article VIII of the Indenture is hereby made applicable to this Disclosure Agreement as if this Disclosure Agreement were (solely for this purpose) contained in the Indenture. The Dissemination Agent shall be entitled to the protections and limitations from liability afforded to the Trustee thereunder. Neither the Trustee nor the Dissemination Agent shall be responsible for the form or content of any Annual Report or notice of Listed Event. The Dissemination Agent shall receive reasonable compensation for its services provided under this Disclosure Agreement and shall be reimbursed for its reasonable expenses (including attorneys' fees and expenses) incurred by it in the exercise or performance of its powers and duties hereunder. The Dissemination Agent (if other than the Trustee or the Trustee in its capacity as Dissemination Agent) shall have only such duties as are specifically set forth in this Disclosure Agreement. To the extent permitted by law, the Community Facilities District agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities that any such Person may incur in the exercise or performance of the Dissemination Agent's powers and duties hereunder, including the costs and expenses (including attorneys' fees and expenses) of defending against any claim of liability, and that are not due to such Person's negligence or its willful misconduct. The obligations of the Community Facilities District under this Section shall survive resignation or removal of the Dissemination Agent and the termination of this Disclosure Agreement.

Section 12. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Community Facilities District, the Trustee, the Dissemination Agent, the Participating

Underwriter and the Owners and Beneficial Owners from time to time of the Series 2025 Bonds, and shall create no rights in any other person or entity.

Section 13. Governing Laws. This Disclosure Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 14. Electronic Signature. Each of the parties hereto agrees that the transaction consisting of this Disclosure Agreement may be conducted by electronic means. Each party agrees, and acknowledges that it is such party's intent, that if such party signs this Disclosure Agreement using an electronic signature, it is signing, adopting and accepting this Disclosure Agreement and that signing this Disclosure Agreement using an electronic signature is the legal equivalent of having placed its handwritten signature on this Disclosure Agreement on paper. Each party acknowledges that it is being provided with an electronic or paper copy of this Disclosure Agreement in a usable format.

Section 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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

CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 71 (NEUHOUSE PHASE 2)

By: _____
Scott Ochoa,
City Manager of the City of Ontario

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, AS TRUSTEE

By: _____
Daren DiNicola,
Vice President,
Zions Bank Division

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2)

Name of Issue: City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2) Special Tax Bonds, Series 2025

Date of Issuance: _____, 2025

NOTICE IS HEREBY GIVEN that City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2) (the "Community Facilities District") has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Agreement, dated as of _____ 1, 2025, by and between the Community Facilities District and Zions Bancorporation, National Association, as Trustee. [The Community Facilities District anticipates that such Annual Report will be filed by _____.]

Dated: _____

Zions Bancorporation, National Association, as Trustee, on behalf of City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2)

cc: City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2)

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation, or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED [_____], 2025

NEW ISSUE – BOOK ENTRY-ONLY **NO RATING**

In the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the District, based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Series 2025 Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 and is exempt from State of California personal income taxes. In the further opinion of Bond Counsel, interest on the Series 2025 Bonds is not a specific preference item for purposes of the federal individual alternative minimum tax. Bond Counsel observes that interest on the Series 2025 Bonds included in adjusted financial statement income of certain corporations is not excluded from the federal corporate alternative minimum tax. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the amount, accrual or receipt of interest on, the Series 2025 Bonds. See "TAX MATTERS" herein.

$15,655,000*
CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 71
(NEUHOUSE PHASE 2)
SPECIAL TAX BONDS, SERIES 2025

Dated: Date of Delivery **Due: September 1, as shown on the inside cover page**

The City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2) Special Tax Bonds, Series 2025 (the "Series 2025 Bonds") are being issued and delivered by the City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2) (the "District") to (i) provide financing for certain authorized facilities and costs with respect thereto related to the development within the District, (ii) fund a reserve fund with respect to the Series 2025 Bonds, and (iii) pay the costs of issuance with respect to the Series 2025 Bonds. See "ESTIMATED SOURCES AND USES OF FUNDS" herein. The District has been formed by and is located in the City of Ontario, California (the "City").

The Series 2025 Bonds are authorized to be issued pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Section 53311 *et seq*. of the Government Code of the State of California), and pursuant to that certain Indenture, dated as of November 1, 2025 (the "Indenture"), by and between the District and Zions Bancorporation, National Association, as trustee (the "Trustee"). The Series 2025 Bonds are special, limited obligations of the District and are payable solely from Net Special Tax Revenues (as defined herein), and the other assets pledged therefor under the Indenture, all as further described herein. A Special Tax (as defined herein) is to be levied according to the rate and method of apportionment, approved by the City Council of the City and the qualified electors within the District. The City Council is the legislative body of the District.

The Series 2025 Bonds are issuable in fully registered form and when issued will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). Individual purchases of Series 2025 Bonds may be made in principal amounts of $5,000 and integral multiples thereof. Purchasers of Series 2025 Bonds will not receive certificates representing their beneficial ownership of the Series 2025 Bonds but will receive credit balances on the books of their respective nominees. Interest on the Series 2025 Bonds will be payable on each March 1 and September 1, commencing March 1, 2026. Principal of and interest on the Series 2025 Bonds will be paid by the Trustee to DTC for subsequent disbursement to DTC Participants who are expected to remit such payments to the beneficial owners of the Series 2025 Bonds. See "THE SERIES 2025 BONDS — General Provisions" and APPENDIX I — "INFORMATION CONCERNING THE DEPOSITORY TRUST COMPANY AND ITS BOOK-ENTRY SYSTEM" herein.

The Series 2025 Bonds are subject to optional and mandatory redemption as described under the caption "THE SERIES 2025 BONDS — Redemption" herein.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE DISTRICT (EXCEPT TO THE LIMITED EXTENT SET FORTH IN THE INDENTURE), THE CITY OR THE STATE OF CALIFORNIA, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE SERIES 2025 BONDS. EXCEPT FOR NET SPECIAL TAX REVENUES, NO OTHER TAXES ARE PLEDGED TO THE PAYMENT OF THE SERIES 2025 BONDS. THE SERIES 2025 BONDS ARE NOT GENERAL OR SPECIAL OBLIGATIONS OF THE CITY BUT ARE SPECIAL, LIMITED OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY FROM NET SPECIAL TAX REVENUES AND THE OTHER ASSETS PLEDGED THEREFOR UNDER THE INDENTURE AS MORE FULLY DESCRIBED HEREIN.

The purchase of the Series 2025 Bonds involves certain risks. See the section of this Official Statement entitled "SPECIAL RISK FACTORS" for a discussion of certain risk factors that should be considered, in addition to the other matters set forth herein, in evaluating the investment quality of the Series 2025 Bonds.

This cover page contains certain information for general reference only. It is not a summary of this issue. Investors are advised to read the entire Official Statement to obtain information essential to the making of an informed investment decision.

The Series 2025 Bonds are offered when, as and if issued and accepted by the Underwriter, subject to approval as to their legality by Orrick, Herrington & Sutcliffe LLP, Los Angeles, California, as Bond Counsel, and subject to certain other conditions. Certain legal matters will be passed on for the City and the District by Best Best & Krieger LLP, Ontario, California, as Issuer's Counsel, and by Best Best & Krieger LLP, Riverside, California, as Disclosure Counsel. Certain legal matters will be passed upon for the Underwriter by its counsel, Kutak Rock LLP, Irvine, California. It is anticipated that the Series 2025 Bonds will be available for delivery to DTC or its agent in book-entry form on or about _____, 2025.

RAMIREZ & CO., INC.

Dated: _____, 2025

* Preliminary, subject to change.

**$15,655,000*
CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 71
(NEUHOUSE PHASE 2)
SPECIAL TAX BONDS, SERIES 2025**

MATURITY SCHEDULE*
BASE CUSIP†: _____

Serial Bonds

Maturity Date (September 1)	Principal Amount	Interest Rate	Yield	Price	CUSIP†

$_____ _____% Term Bonds due _____ 1, 20__ Yield: _____% Price: _____ CUSIP† No. ___

* Preliminary, subject to change.

† CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services ("CGS") is managed on behalf of the American Bankers Association by FactSet Research Systems Inc. Copyright© 2025 CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the Underwriter, the City or the District or their agents or counsel assume responsibility for the accuracy of such numbers.

CITY OF ONTARIO

CITY COUNCIL

Paul S. Leon, Mayor
Debra Porada, Mayor Pro Tem
Jim W. Bowman, Council Member
Daisy Macias, Council Member
Alan D. Wapner, Council Member

STAFF

Scott Ochoa, City Manager
Darlene Sanchez, Assistant City Manager
Armen Harkalyan, Executive Director of Finance
James R. Milhiser, City Treasurer
Sheila Mautz, City Clerk
Best Best & Krieger LLP, City Attorney

BOND COUNSEL

Orrick, Herrington & Sutcliffe LLP
Los Angeles, California

MUNICIPAL ADVISOR

Urban Futures, Inc.
Walnut Creek, California

DISCLOSURE COUNSEL

Best Best & Krieger LLP
Riverside, California

TRUSTEE

Zions Bancorporation, National Association
Los Angeles, California

SPECIAL TAX CONSULTANT

Goodwin Consulting Group, Inc.
Sacramento, California

APPRAISER

Kitty Siino & Associates, Inc.
Tustin, California

PRICE POINT CONSULTANT

Empire Economics, Inc.
Capistrano Beach, California

Except where otherwise indicated, all information contained in this Official Statement has been provided by the City and the District. No dealer, broker, salesperson or other person has been authorized by the City, the District, the Trustee or the Underwriter to give any information or to make any representations in connection with the offer or sale of the Series 2025 Bonds other than those contained herein and, if given or made, such other information or representations must not be relied upon as having been authorized by the City, the District, the Trustee or the Underwriter. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Series 2025 Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

This Official Statement is not to be construed as a contract with the purchasers or owners of the Series 2025 Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as representations of fact.

The Underwriter has provided the following sentence for inclusion in this Official Statement:

The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District or any other parties described herein since the date hereof. All summaries of the Indenture or other documents are made subject to the provisions of such documents respectively and do not purport to be complete statements of any or all of such provisions. Reference is hereby made to such documents on file with the District for further information in connection therewith.

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as a "plan," "expect," "estimate," "project," "budget" or similar words. Such forward-looking statements include, but are not limited to certain statements contained in the information under the captions "THE COMMUNITY FACILITIES DISTRICT" and "PROPERTY OWNERSHIP AND THE DEVELOPMENT."

The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Except as set forth in the District's Continuing Disclosure Agreement, a form of which is attached hereto as APPENDIX G, neither the District nor the City plans to issue any updates or revisions to the forward-looking statements set forth in this Official Statement. Landsea Homes of California LLC, on behalf of itself and its affiliate LS-Ontario II LLC (together, the "Developer"), has agreed to provide certain continuing disclosure information concerning the Developer and its development of the property within the District in the form attached hereto as APPENDIX H.

A wide variety of other information, including financial information concerning the City, is available from publications and websites of the City and others. No such information is a part of or incorporated into this Official Statement.

IN CONNECTION WITH THE OFFERING OF THE SERIES 2025 BONDS, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF SUCH SERIES 2025 BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE SERIES 2025 BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON AN EXEMPTION CONTAINED IN SUCH ACT. THE SERIES 2025 BONDS HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE.

TABLE OF CONTENTS

INTRODUCTION 1
The District 1
Security and Sources of Payment for the Series 2025 Bonds 4
Description of the Series 2025 Bonds 4
Appraisal Report 5
Price Point Study 5
Professionals Involved in the Offering 5
Continuing Disclosure 6
Series 2025 Bond Owners' Risks 6
Other Information 6
ESTIMATED SOURCES AND USES OF FUNDS 7
THE SERIES 2025 BONDS 7
General Provisions 7
Redemption 8
Debt Service Schedule 11
SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2025 BONDS 12
General 12
Special Tax 13
Rate and Method of Apportionment 13
Collection and Application of the Special Tax 19
Covenant for Superior Court Foreclosure 20
Special Tax Fund 21
Reserve Fund 21
Investment of Moneys 22
No Additional Bonds Except for Refunding Bonds 22
THE COMMUNITY FACILITIES DISTRICT 23
General Information Regarding the District 23
The Facilities 24
Direct and Overlapping Debt 25
Property Values 27
Value-to-Lien Ratios 28
Delinquency History 30
Updated Property Ownership 31
PROPERTY OWNERSHIP AND THE DEVELOPMENT 33
The Developer 33
Development Plan 37
Financing Plan 40
SPECIAL RISK FACTORS 41
Risks of Real Estate Secured Investments Generally – Declines in Value 42
Levy of the Special Tax 42
Collection of the Special Tax 43
Failure to Develop Properties 44
Concentration of Property Ownership 45
Exempt Properties 45
Constitutional Limitations on Taxation and Appropriations 46
Initiative Measures 49
Maximum Special Tax 49
Payment of the Special Tax is Not a Personal Obligation of the Owners 49
Disclosures to Future Purchasers 49
Parity Taxes and Special Assessments 50
Depletion of Reserve Fund 50
Bankruptcy and Legal Delays 50
FDIC/Federal Government Interests In Properties 51
Geologic, Topographic and Climatic Conditions 52
Hazardous Substances 52
No Acceleration Provision 53
Bonds Are Limited Obligations 53
Loss of Tax Exemption 53
Potential Early Redemption of Bonds from Special Tax Prepayments 54
No Teeter Plan 54
Cybersecurity 54
Impact of Economic Conditions on the Development in the District 54
Mortgage Interest Rates 54
CONTINUING DISCLOSURE 55
District Continuing Disclosure Agreement 55
Developer Continuing Disclosure Certificate 55
TAX MATTERS 56
ABSENCE OF LITIGATION 58
ABSENCE OF RATINGS 58
CERTAIN LEGAL MATTERS 58
UNDERWRITING 58
FINANCIAL INTERESTS 59
MUNICIPAL ADVISOR 59
ADDITIONAL INFORMATION 59

APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX A-1
APPENDIX B – APPRAISAL REPORT B-1
APPENDIX C – PRICE POINT STUDY C-1
APPENDIX D - FORM OF OPINION OF BOND COUNSEL D-1
APPENDIX E – GENERAL INFORMATION CONCERNING THE CITY OF ONTARIO E-1
APPENDIX F – SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE F-1
APPENDIX G – FORM OF DISTRICT CONTINUING DISCLOSURE AGREEMENT G-1
APPENDIX H – FORM OF DEVELOPER CONTINUING DISCLOSURE CERTIFICATE H-1
APPENDIX I – INFORMATION CONCERNING THE DEPOSITORY TRUST COMPANY AND ITS BOOK-ENTRY SYSTEM I-1

[INSERT AREA MAP]

[INSERT AERIAL PHOTO]

$15,655,000*
CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 71
(NEUHOUSE PHASE 2)
SPECIAL TAX BONDS, SERIES 2025

INTRODUCTION

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Series 2025 Bonds to potential investors is made only by means of the entire Official Statement.

The purpose of this Official Statement, which includes the cover page, the table of contents and the attached appendices, is to provide certain information concerning the issuance of the City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2) Special Tax Bonds, Series 2025 in the aggregate principal amount set forth on the front cover page (the "Series 2025 Bonds"). The proceeds of the Series 2025 Bonds will be used to finance certain public facilities and costs with respect thereto related to the development within the City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2) (the "District"), to fund a reserve fund for the Series 2025 Bonds (the "Reserve Fund"), and to pay costs of issuance of the Series 2025 Bonds.

The Series 2025 Bonds are being issued pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Section 53311 *et seq.* of the Government Code of the State of California) (the "Act"), and pursuant to that certain Indenture, dated as of November 1, 2025 (the "Indenture"), by and between the District and Zions Bancorporation, National Association, as trustee (the "Trustee"). The Series 2025 Bonds are secured under the Indenture by a pledge of, constituting a lien on and security interest in, the Net Special Tax Revenues (as defined herein) and any other amounts held in the Special Tax Fund, the Bond Fund and the Reserve Fund established pursuant to the Indenture.

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement and the documents summarized or described herein. A full review should be made of the entire Official Statement. The sale and delivery of the Series 2025 Bonds to potential investors is made only by means of the entire Official Statement. All capitalized terms used in this Official Statement and not defined shall have the meaning set forth in APPENDIX F — "SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE — Definitions" herein.

The District

The District is located in the southwestern portion of the County of San Bernardino (the "County"), in the southwestern portion of the City of Ontario (the "City") within an area known as "Ontario Ranch." The District consists of three communities, with two tax zones, two of which are in the same neighborhood known as "Peri" and "Rubi," with the third being the second phase of Eave within Neuhouse, about one-half mile away. The Peri and Rubi neighborhood is located along the west side of Haven Avenue, north of Chino Avenue, while the second phase of Eave is located east of Haven Avenue, south of Chino Avenue. The Eave community is included in Tax Zone 1, while the Peri and Rubi communities are included in Tax Zone 2. The communities consist of approximately 28.35 gross acres, with the Eave community located within Tract Map No. 20530 and the Peri and Rubi communities located within Tract Map No. 20452.

The property within the District is currently under the ownership of Landsea Homes of California LLC, a Delaware limited liability company, or its affiliate, LS-Ontario II LLC, a Delaware limited liability company

* Preliminary, subject to change.

(together, the "Developer"), AG EHC II (LSEA) CA2, L.P., a Delaware limited partnership (the "AG Landbank"), and MRP HNHB LLC, a Delaware limited liablity company (the "MRP Landbank" and together with the AG Landbank, the "Landbanks"), and individual homeowners. The Developer is developing the District into three communities consisting of 335 residential units. The Eave community consists of 144 attached homes in a 12-plex cluster formation, the Peri community is planned for 95 single family homes, and the Rubi community is planned for 96 attached cluster townhomes in a 6-plex format. See "PROPERTY OWNERSHIP AND THE DEVELOPMENT — The Development."

The property within the District is part of a multiple phase, multiple master-planned community development known as "Ontario Ranch." Ontario Ranch spans 13.5 square miles and is the largest master-planned community in Southern California. The area covers over 8,200 acres, of which 4,026 acres are currently approved. While much of Ontario Ranch is raw vacant land, many planned communities within the east side of Ontario Ranch have been completed or are currently under construction. At full buildout, Ontario Ranch is expected to include approximately 69,000 residential units, approximately 12 million square feet of commercial and office development, and approximately 31 million square feet of industrial space. Ontario Ranch will also feature ten new schools and over 400 acres of public parkland.

As mentioned above, the Developer is building and selling homes in the District within three communities known as "Peri," "Rubi," and the second phase of "Eave." At full buildout, the District is anticipated to include 335 residential units, comprised of 95 single-family detached units, 96 attached townhomes in a 6-plex format, and 144 attached homes in a 12-plex format. As of August 18, 2025, the date of value of the Appraisal (defined herein), the District included 114 completed residential units which had closed escrow to individual homeowners, with an additional 24 in escrow due to close upon completion; the Developer and the Landbanks owned 34 residential units that were over 95% complete (18 of which were in escrow), 62 residential units that were in various stages of construction but less than 95% complete (6 of which were in escrow), and 125 lots/pads without any home construction thereon (none of which were in escrow). As of August 18, 2025, building permits had been issued for 281 units within the District.

As of October 1, 2025, a total of [___] residential units had been conveyed to individual homeowners with an additional [____] units in escrow due to close upon completion; the Developer owned [___] residential units that were over 95% complete ([___] of which were in escrow), [____] residential units that were in various stages of construction but less than 95% complete ([____] of which were in escrow); AG Landbank owned [__] lots/pads without any home construction thereon ([__] of which were in escrow); and MRP Landbank owned [__] residential units that were over 95% complete ([__] of which were in escrow), [__] residential units that were in various stages of construction but less than 95% complete ([__] of which were in escrow), and [__] lots/pads without any home construction thereon ([__] of which were in escrow). As of October 1, 2025, building permits had been issued for [____] units within the District. Homes under contract may not result in closed escrows as sales contracts are subject to cancellation. See "PROPERTY OWNERSHIP AND THE DEVELOPMENT — Development Plan" and "SPECIAL RISK FACTORS — Mortgage Interest Rates."

The District was formed to finance certain services, facilities and costs with respect thereto related to the development within the District. The Act was enacted by the California legislature to provide an alternative method of financing certain capital facilities and services, especially in developing areas of the State of California (the "State"). Any local agency (as defined in the Act) may establish a community facilities district to provide for and finance the cost of eligible facilities and services. The legislative body of the local agency which forms a community facilities district acts on behalf of such district as its legislative body. Subject to approval by two thirds of the votes cast at an election and compliance with the other provisions of the Act, a legislative body of a local agency may issue bonds for a community facilities district and may levy and collect a special tax within such district to repay such indebtedness.

Pursuant to the Act, on May 21, 2024, the City Council of the City (the "City Council") adopted the necessary resolutions stating its intent to establish the District, to authorize the levy of a special tax on taxable

property within the boundaries of the District based on a rate and method of apportionment, and to have the District incur bonded indebtedness.

Following public hearings conducted pursuant to the provisions of the Act, the City Council adopted resolutions establishing the District and calling a special election to submit the levy of special taxes and the incurring of bonded indebtedness to the qualified voters of the District. On July 2, 2024, at an election held pursuant to the Act, the qualified voters within the District at the time of the election authorized the District to incur bonded indebtedness in the aggregate principal amount of not to exceed $65,000,000 and approved a rate and method of apportionment of the special tax for the District to pay, among other things, the principal of and interest on the bonds of the District (the "Rate and Method").

A Notice of Special Tax Lien was recorded in the office of the Assessor-Recorder-County Clerk's office of the County of San Bernardino on July 9, 2024, as Document No. 2024-0158161. On July 16, 2024, the City Council adopted Ordinance No. 3280 authorizing the levy of the special tax in accordance with the Rate and Method. There are two tax zones in the District: Tax Zone 1 (consisting of the Eave community) and Tax Zone 2 (consisting of the Peri and Rubi communities).

Special Tax A (as defined in the Rate and Method) is the special tax that will be levied to pay debt service on the Series 2025 Bonds. Special Tax A is referred to in this Official Statement as the "Special Tax" or the "Special Taxes" and "Special Tax A." The Rate and Method provides for the Special Tax to be levied for the Special Tax A Requirement. Under the Rate and Method, "Special Tax A Requirement" is defined to mean for any Fiscal Year that amount required, after taking into account available amounts held in the funds and accounts established under the Indenture, for the District to (i) pay debt service on all Outstanding Bonds (as defined in the Rate and Method) which is due in the calendar year that commences in such Fiscal Year; (ii) pay periodic costs on the Bonds (as defined in the Rate and Method), including, but not limited to, credit enhancement and rebate payments on the Bonds (as defined in the Rate and Method); (iii) pay a pro rata share of Administrative Expenses (as defined in the Rate and Method); (iv) provide any amounts required to establish or replenish any reserve fund for the Bonds (as defined in the Rate and Method); (v) pay directly for acquisition or construction of Facilities (as defined in the Rate and Method), or the cost of Services (as defined in the Rate and Method), to the extent that the inclusion of such amounts does not increase the Special Tax A levy on Final Mapped Property (as defined in the Rate and Method) or Undeveloped Property (as defined in the Rate and Method); and (vi) provide an amount equal to Special Tax A delinquencies based on the historical delinquency rate for Special Tax A as determined by the CFD Administrator (as defined in the Rate and Method). The Special Tax will be levied against certain property within the District pursuant to the Act, the Ordinance approving the levy of the Special Tax, and the Indenture and in accordance with the Rate and Method. At the time of the establishment of the District, special taxes were also approved for the District to fund certain services (the "Special Tax B"). Under the Indenture, the portion of the special tax levied under the Rate and Method to pay for Services is not pledged to the payment of the Series 2025 Bonds or any Additional Bonds (as such term is defined in the Indenture). Special Tax B, which pays for such services, is not pledged to the payment of the Series 2025 Bonds or any Additional Bonds (as such term is defined in the Indenture).

Upon the issuance of the Series 2025 Bonds, a principal amount of $49,345,000* will remain authorized but unissued. Pursuant to the Indenture, the District shall not issue additional indebtedness secured by the Net Special Tax Revenues (as such term is defined herein) on a parity with the Series 2025 Bonds except for refunding Outstanding Series 2025 Bonds or Additional Bonds as provided in the Indenture. Other taxes and/or special assessments with liens equal in priority to the continuing lien of the Special Tax may be levied on the property within the District. See "SECURITY AND SOURCES OF PAYMENT FOR THE 2025 BONDS — No Additional Bonds Except for Refunding Bonds" and "SPECIAL RISK FACTORS — Parity Taxes and Special Assessments" herein.

* Preliminary; subject to change.

Security and Sources of Payment for the Series 2025 Bonds

Under the Indenture, the District has pledged to repay the Series 2025 Bonds and the Additional Bonds, if any (together, the "Bonds"), from Net Special Tax Revenues and any other amounts held in the Special Tax Fund, the Bond Fund, and the Reserve Fund. The Indenture defines "Net Special Tax Revenues" to mean Special Tax Revenues, less amounts required to pay Administrative Expenses. The term "Special Tax Revenues" is defined in the Indenture to mean the proceeds of the Special Tax received by or on behalf of the District, other than proceeds of the Special Tax levied to pay the costs of Services received by or on behalf of the District, including any prepayments thereof, interest and penalties thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Tax, which will be limited to the amount of said lien and interest and penalties thereon. "Services" has the meaning set forth in the Rate and Method. See APPENDIX A — "RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX." "Administrative Expenses" is defined in the Indenture to mean any reasonably necessary or appropriate expenses incurred in the administration of the District and the Bonds, including, but not limited to (a) the administrative and legal costs of levying and collecting the Special Tax (including costs incurred in connection with any appeals relating thereto and litigation expenses incurred in connection with the collection of such Special Tax), (b) the fees, costs and indemnification due the Trustee, (c) the costs incurred with on-going disclosure in connection with the Bonds, (d) the costs incurred in connection with the disclosure of the Special Tax to property owners and potential purchasers of property, (e) the amounts required to calculate and pay arbitrage rebate payments to the federal government, and (f) an allocable share of the salaries of the City staff providing services on behalf of the District directly related to the foregoing and an allocable share of City general administrative overhead related thereto.

"Special Tax" is defined in the Indenture to mean the special tax described and defined in the Rate and Method as "Special Tax A" approved by the qualified electors to be levied within the District pursuant to the Act and the Rate and Method.

Net Special Tax Revenues are the primary security for the repayment of the Bonds. In the event that Net Special Tax Revenues are not paid when due, the only sources of funds available to pay the debt service on the Bonds are the amounts held by the Trustee for such purpose in the Special Tax Fund, the Bond Fund and the Reserve Fund. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2025 BONDS" herein.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE DISTRICT (EXCEPT TO THE LIMITED EXTENT SET FORTH IN THE INDENTURE), THE CITY OR THE STATE, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE BONDS. EXCEPT FOR THE NET SPECIAL TAX REVENUES, NO OTHER TAXES ARE PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS ARE NOT GENERAL OR SPECIAL OBLIGATIONS OF THE CITY BUT ARE SPECIAL, LIMITED OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY FROM NET SPECIAL TAX REVENUES AND THE OTHER ASSETS PLEDGED THEREFOR UNDER THE INDENTURE AS MORE FULLY DESCRIBED HEREIN.

Description of the Series 2025 Bonds

The Series 2025 Bonds will be issued and delivered as fully registered bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York ("DTC"), and will be available to actual purchasers of the Series 2025 Bonds (the "Beneficial Owners") in the denominations of $5,000 and any integral multiple thereof under the book-entry system maintained by DTC, only through brokers and dealers who are or act through DTC Participants as described herein. Beneficial Owners will not be entitled to receive physical delivery of the Series 2025 Bonds. In the event that the book-entry only system described herein is no longer used with respect to the Series 2025 Bonds, the Series 2025 Bonds will be registered and transferred in accordance with the Indenture. See APPENDIX I — "INFORMATION CONCERNING THE DEPOSITORY TRUST COMPANY AND ITS BOOK-ENTRY SYSTEM" herein.

Principal of, premium, if any, and interest on the Series 2025 Bonds is payable by the Trustee to DTC. Disbursement of such payments to DTC Participants is the responsibility of DTC and disbursement of such payments to the Beneficial Owners is the responsibility of DTC Participants. In the event that the book-entry only system is no longer used with respect to the Series 2025 Bonds, the Beneficial Owners will become the registered owners of the Series 2025 Bonds and will be paid principal and interest by the Trustee, all as described herein. See APPENDIX I — "INFORMATION CONCERNING THE DEPOSITORY TRUST COMPANY AND ITS BOOK-ENTRY SYSTEM" herein.

The Series 2025 Bonds are subject to optional redemption, mandatory redemption from Special Tax prepayments, and mandatory sinking fund redemption as described herein. For a more complete description of the Series 2025 Bonds and the basic documentation pursuant to which they are being sold and delivered, see "THE SERIES 2025 BONDS" and APPENDIX F — "SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE" herein.

Appraisal Report

The District has obtained an appraisal of the Taxable Property (as defined herein) included in the District with a date of value as of August 18, 2025 (the "Appraisal" or "Appraisal Report"). The Appraisal was prepared for the District by Kitty Siino & Associates, Inc., Tustin, California (the "Appraiser"). Subject to the limitations set forth in the Appraisal, the Appraiser is of the opinion that, as of August 18, 2025 (the "Date of Value"), the minimum market value of the property within the District was not less than $126,147,577 (the "Appraised Value"). See "THE COMMUNITY FACILITIES DISTRICT— Property Values" and "THE COMMUNITY FACILITIES DISTRICT — Value-to-Lien Ratios." A copy of the Appraisal is included as APPENDIX B to this Official Statement. It is a condition precedent to the issuance of the Series 2025 Bonds that the Appraiser deliver a certificate stating that nothing has come to the attention of the Appraiser subsequent to the date of value of the Appraisal that would lead the Appraiser to believe that the value of the Taxable Property in the District is less than the minimum market value of such property reported in the Appraisal. See "PROPERTY OWNERSHIP AND THE DEVELOPMENT — Development Plan."

Price Point Study

In connection with the approval of the Rate and Method, the City hired Empire Economics, Inc., Capistrano Beach, California (the "Price Point Consultant"), to prepare a price point study of the prices of the homes planned within the District dated February 23, 2024 (the "Original Price Point Study"). The Special Tax rates set forth in the Rate and Method were based in part on the prices set forth in the Original Price Point Study. In connection with and in preparation for the issuance of the Series 2025 Bonds, the City hired the Price Point Consultant to conduct an update to the Original Price Point Study within the District, dated August 15, 2025 (the "Updated Price Point Study"). Pursuant to Section C of the Rate and Method, upon the issuance of Bonds, the City is required to amend the Assigned Special Tax A (as defined in the Rate and Method) to the extent necessary to cause the total effective tax burden for residential property in the District to not exceed 1.95% of the minimum sales prices set forth in the Updated Price Point Study. Based on the Updated Price Point Study provided by the Price Point Consultant, the City will reduce the Assigned Special Tax A rates set forth in Section C of the Rate and Method to ensure the total effective tax burden applicable to each land use class of residential property to be constructed within the District will not exceed 1.95% of the minimum sales prices set forth in the Updated Price Point Study. The Certificate of Modification of Special Tax is attached to the Rate and Method included as APPENDIX A to this Official Statement. A copy of the Updated Price Point Study is included as APPENDIX C to this Official Statement. See "SECURITY AND SOURCES FOR THE SERIES 2025 BONDS — Rate and Method of Apportionment."

Professionals Involved in the Offering

Zions Bancorporation, National Association, Los Angeles, California, will act as Trustee under the Indenture. Samuel A. Ramirez & Co., Inc. is the Underwriter of the Series 2025 Bonds. The validity of the Series

2025 Bonds and certain other legal matters are subject to the approving opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the District. Urban Futures, Inc., Walnut Creek, California, is acting as Municipal Advisor to the District in connection with the Series 2025 Bonds. Kitty Siino & Associates, Inc., Tustin, California, is acting as the Appraiser to the District. Goodwin Consulting Group, Inc. is acting as the Special Tax Consultant to the District. Empire Economics, Inc. is acting as the Price Point Consultant to the District. Certain legal matters will be passed on for the City and the District by Best Best & Krieger LLP, Ontario, California, in its capacity as Issuer's Counsel, and Best Best & Krieger LLP, Riverside, California, as Disclosure Counsel. Certain legal matters will be passed upon for the Underwriter by its counsel, Kutak Rock LLP, Irvine, California.

For information concerning respects in which certain of the above mentioned professionals, advisors, counsel and agents may have a financial or other interest in the offering of the Series 2025 Bonds, see "FINANCIAL INTERESTS" herein.

Continuing Disclosure

The District will agree to provide, or cause to be provided, to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system available on the Internet at http://emma.msrb.org ("EMMA") certain annual financial information and operating data. The District will further agree to provide notice of certain listed events. These covenants will be made in order to assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2 12(b)(5) (the "Rule"). See "CONTINUING DISCLOSURE — District Continuing Disclosure Agreement" herein. See the form of District Continuing Disclosure Agreement attached as APPENDIX G hereto (the "District Continuing Disclosure Agreement") for a description of the specific nature of the annual reports to be filed by the District and notices of listed events to be provided by the District.

In addition, the Developer will agree to provide or cause to be provided to EMMA certain information on a semi-annual basis with respect to the Developer and its property ownership and development within the District and notice of certain listed events until satisfaction of certain conditions set forth in the Developer Continuing Disclosure Certificate (the "Developer Continuing Disclosure Certificate"). See "CONTINUING DISCLOSURE — Developer Continuing Disclosure Certificate" herein. See the form of the Developer Continuing Disclosure Certificate attached as APPENDIX H hereto for a description of the specific nature of the semi-annual reports to be filed by the Developer, and notices of listed events to be provided by the Developer.

Series 2025 Bond Owners' Risks

Certain events could affect the ability of the District to pay the principal of and interest on the Series 2025 Bonds when due. See the section of this Official Statement entitled "SPECIAL RISK FACTORS" for a discussion of certain factors which should be considered, in addition to other matters set forth herein, in evaluating an investment in the Series 2025 Bonds.

Other Information

This Official Statement speaks only as of its date, and the information contained herein is subject to change.

Brief descriptions of the Series 2025 Bonds and the Indenture are included in this Official Statement. Such descriptions and information do not purport to be comprehensive or definitive. All references herein to the Indenture, the Series 2025 Bonds and the constitution and laws of the State as well as the proceedings of the City Council, acting as the legislative body of the District, are qualified in their entirety by references to such documents, laws and proceedings, and with respect to the Series 2025 Bonds, by reference to the Indenture.

Copies of the Indenture, the District Continuing Disclosure Agreement and other documents and information referred to herein are available for inspection and (upon request and payment to the City of a charge for copying, mailing and handling) for delivery from the City at 303 East "B" Street, Ontario, California 91764, Attention: City Manager.

ESTIMATED SOURCES AND USES OF FUNDS

The following table sets forth the expected sources and uses of Series 2025 Bond proceeds and certain other amounts.

Sources:	
Principal Amount of the Series 2025 Bonds	$
[Plus/Less]: [Net] Original Issue [Premium/Discount]	
[Plus: Funds on Hand[(1)]]	
Total	$
Uses:	
LS-Ontario II Acquisition Account of the Improvement Fund[(2)]	$
City Park Account of the Improvement Fund	
NMC Acquisition Account of the Improvement Fund[(3)]	
Reserve Fund[(4)]	
Costs of Issuance[(5)]	
Total	$

[(1)] Includes a portion of the Special Tax collected for Fiscal Year 2025-26.
[(2)] Reflects amounts owed or to be owed to LS-Ontario II for the construction of eligible facilities under the Act.
[(3)] Reflects amounts owed or to be owed to NMC Builders, LLC for the construction of eligible facilities under the Act.
[(4)] Equal to the initial Reserve Requirement.
[(5)] Includes fees of Bond Counsel and Disclosure Counsel, Underwriter's discount, printing costs, municipal advisor fees, Trustee fees, Appraiser fees, Price Point Consultant fees and other costs of issuance of the Series 2025 Bonds.

THE SERIES 2025 BONDS

General Provisions

The Series 2025 Bonds will be issued in fully registered form without coupons in denominations of $5,000 and any integral multiple thereof ("Authorized Denominations"). The Series 2025 Bonds will be dated the date of issuance thereof. The Series 2025 Bonds are scheduled to mature on September 1, in the years and in the principal amounts, and will bear interest at the rates per annum, shown on the inside front cover page of this Official Statement. Interest on the Series 2025 Bonds will be computed on the basis of a 360-day year comprised of twelve 30-day months and will be payable on March 1 and September 1 of each year, commencing March 1, 2026 (each an "Interest Payment Date"). Interest on each Series 2025 Bond will be payable from the Interest Payment Date next preceding the date of authentication thereof unless (i) such Series 2025 Bond is authenticated on or before an Interest Payment Date and after the close of business on the fifteenth calendar day of the month preceding such Interest Payment Date, whether or not such day is a Business Day (the "Record Date") in which event interest thereon will be payable from such Interest Payment Date, (ii) such Series 2025 Bond is authenticated on or before the first Record Date, in which event interest thereon will be payable from the Closing Date or (iii) interest on such Series 2025 Bond is in default as of the date of authentication thereof, in which event interest thereon will be payable from the date to which interest has been previously paid or duly provided for.

The interest on, and principal of and redemption premiums, if any, on the Series 2025 Bonds are payable in lawful money of the United States of America. Interest is payable by check of the Trustee mailed by first class mail, postage prepaid, on each Interest Payment Date to the Owners of the Series 2025 Bonds at their respective addresses shown on the Registration Books as of the close of business on the preceding Record Date (except that interest on any Series 2025 Bond which is not punctually paid or duly provided for on any Interest Payment Date will, if and to the extent that amounts subsequently become available therefor, be payable on a payment date

established by the Trustee to the Person in whose name the ownership of such Series 2025 Bond is registered on the Registration Books at the close of business on a special record date to be established by the Trustee pursuant to the Indenture). Payment of principal of any Series 2025 Bond will be made only upon presentation and surrender thereof at maturity or upon earlier redemption at the Office of the Trustee.

The Series 2025 Bonds will initially be issued in book-entry form, and DTC will act as securities depository. So long as the Series 2025 Bonds are held in book-entry form, principal of, premium, if any, and interest on the Series 2025 Bonds will be paid by the Trustee directly to DTC for distribution to the Beneficial Owners of the Series 2025 Bonds in accordance with procedures adopted by DTC. See APPENDIX I — "INFORMATION CONCERNING THE DEPOSITORY TRUST COMPANY AND ITS BOOK-ENTRY SYSTEM."

The Bonds are not general or special obligations of the City but are special, limited obligations of the District payable solely from Net Special Tax Revenues and the other amounts held under the Indenture in the Special Tax Fund, the Bond Fund and the Reserve Fund. Neither the faith and credit nor the taxing power of the District (except to the limited extent set forth in the Indenture), the City or the State, or any political subdivision thereof, is pledged to the payment of the Bonds. See "SPECIAL RISK FACTORS — Bonds Are Limited Obligations."

Redemption*

Optional Redemption. The Series 2025 Bonds maturing on and after September 1, 20__, shall be subject to optional redemption, in whole, or in part in Authorized Denominations, on any date on or after September 1, 20__ from any source of available funds, at the following respective Redemption Prices (expressed as percentages of the principal amount of the Series 2025 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	Redemption Price
September 1, 20__ through August 31, 20__	103%
September 1, 20__ through August 31, 20__	102
September 1, 20__ through August 31, 20__	101
September 1, 20__ and any date thereafter	100

Mandatory Redemption from Special Tax Prepayments. The Series 2025 Bonds are subject to mandatory redemption, in whole, or in part in Authorized Denominations, on any Interest Payment Date, from and to the extent of Special Tax prepayments required to be applied thereto and any related proportional amounts in the Reserve Fund required to be applied thereto pursuant to the Indenture (see "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2025 BONDS — Reserve Fund") at the following respective Redemption Prices (expressed as percentages of the principal amount of the Series 2025 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	Redemption Price
Any Interest Payment Date on or before March 1, 20__	103%
September 1, 20__ and March 1, 20__	102
September 1, 20__ and March 1, 20__	101
September 1, 20__ and any Interest Payment Date thereafter	100

* Preliminary, subject to change.

See the caption "SPECIAL RISK FACTORS — Potential Early Redemption of Bonds from Special Tax Prepayments" for a discussion of the potential for a lower than expected yield on the Series 2025 Bonds as a result of a special mandatory redemption from Special Tax prepayments.

Mandatory Sinking Fund Redemption. The Series 2025 Bonds maturing September 1, 20__ shall be subject to mandatory sinking fund redemption, in part, on September 1 in each year, commencing September 1, 20__, at a Redemption Price equal to the principal amount of the Series 2025 Bonds maturing September 1, 20__ to be redeemed, without premium, plus accrued interest thereon to the date of redemption, in the aggregate respective principal amounts in the respective years as follows:

Sinking Fund Redemption Date (September 1)	**Principal Amount to be Redeemed**
20__	$
20__	
20__	
20__	
20__ †	

†Maturity.

If some but not all of the Series 2025 Bonds maturing September 1, 20__ are redeemed pursuant to the optional redemption provisions of the Indenture described above, the principal amount of the Series 2025 Bonds maturing September 1, 20__ to be redeemed pursuant to mandatory sinking fund redemption as described above on any subsequent September 1 shall be reduced, by $5,000 or an integral multiple thereof, as designated by the District in a Written Certificate of the District submitted to the Trustee; provided, however, that the aggregate amount of such reductions shall not exceed the aggregate amount of the Series 2025 Bonds maturing September 1, 20__ so optionally redeemed. If some but not all of the Series 2025 Bonds maturing September 1, 20__ are redeemed pursuant to the mandatory redemption from Special Tax prepayments provisions of the Indenture described above, the principal amount of the Series 2025 Bonds maturing September 1, 20__ to be redeemed pursuant to mandatory sinking fund redemption as described above on any subsequent September 1 shall be reduced by the aggregate principal amount of the Series 2025 Bonds maturing September 1, 20__ so redeemed, such reduction to be allocated among redemption dates as nearly as practicable on a *pro rata* basis in amounts of $5,000 or integral multiples thereof, as determined by the Trustee, notice of which determination shall be given by the Trustee to the District.

Selection of Bonds for Redemption. Whenever provision is made in the Indenture for the redemption of less than all of the Bonds, the Trustee will select the Bonds to be redeemed from all Bonds not previously called for redemption (i) with respect to any optional redemption of Bonds of a Series, among maturities of the Bonds of such Series as directed in a Written Request of the District, and (ii) with respect to any mandatory redemption of Bonds from Special Tax prepayments, among maturities of all Series of Bonds on a pro rata basis as nearly as practicable. The Trustee shall select for redemption the Bonds of the same Series with the same maturity by lot in any manner that the Trustee, in its sole discretion, shall deem appropriate. For purposes of such selection, all Bonds shall be deemed to be comprised of the greatest number of separate denominations that would result in each such denomination being an Authorized Denomination and each such separate denomination shall be treated as a separate Bond that may be separately redeemed.

Notice of Redemption. If the Bonds are held in book entry form, notice of redemption will be mailed to DTC and not to the Beneficial Owners of the Bonds under the DTC book entry system. Neither the District nor the Trustee is responsible for giving notice of redemption to the Beneficial Owners. See APPENDIX I — "INFORMATION CONCERNING THE DEPOSITORY TRUST COMPANY AND ITS BOOK-ENTRY SYSTEM" herein.

The Indenture provides that the Trustee on behalf and at the expense of the District will give notice of any redemption by first class mail to the respective Owners of any Bonds designated for redemption at their respective addresses appearing on the Registration Books, at least thirty (30) but not more than sixty (60) days prior to the

date fixed for redemption. Such notice of redemption will state the date of the notice, the redemption date, the redemption place and the Redemption Price and shall designate the CUSIP numbers, if any, the Bond numbers and the maturity or maturities of the Bonds to be redeemed (except in the event of redemption of all of the Bonds of such maturity or maturities in whole). The notice of redemption will require that the Bonds to be redeemed be surrendered at the Office of the Trustee for redemption at the Redemption Price, and give notice that further interest on such Bonds will not accrue from and after the date fixed for redemption. Neither the failure to receive any notice so mailed, nor any defect in such notice, will affect the validity of the proceedings for the redemption of the Bonds or the cessation of accrual of interest thereon from and after the date fixed for redemption.

If, on said date fixed for redemption, moneys for the Redemption Price of all the Bonds to be redeemed, together with interest to said date, is held by the Trustee so as to be available therefor on such date, and, if notice of redemption thereof will have been mailed as aforesaid and not canceled, then, from and after said date, interest on said Bonds will cease to accrue and become payable. All moneys held by or on behalf of the Trustee for the redemption of Bonds will be held in trust for the account of the Owners of the Bonds so to be redeemed without liability to such Owners for interest thereon. With respect to any notice of any optional redemption of Bonds, unless at the time such notice is given the Bonds to be redeemed shall be deemed to have been paid within the meaning of the Indenture, such notice will state that such redemption is conditional upon receipt by the Trustee, on or prior to the date fixed for such redemption, of moneys that, together with other available amounts held by the Trustee, are sufficient to pay the Redemption Price of, and accrued interest on, the Bonds to be redeemed, and that if such moneys shall not have been so received said notice shall be of no force and effect and the District will not be required to redeem such Bonds. In the event a notice of redemption of Bonds contains such a condition and such moneys are not so received, the redemption of Bonds as described in the conditional notice of redemption will not be made and the Trustee will, within a reasonable time after the date on which such redemption was to occur, give notice to the Persons and in the manner in which the notice of redemption was given, that such moneys were not so received and that there shall be no redemption of Bonds pursuant to such notice of redemption.

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Debt Service Schedule

Period Ending (September 1)	Principal	Interest	Total
2026	$	$	$
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			
2046			
2047			
2048			
2049			
2050			
2051			
2052			
2053			
2054			
2055			
Total	$	$	$

(remainder of page intentionally blank)

SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2025 BONDS

General

The Bonds are special, limited obligations of the District payable solely from Net Special Tax Revenues and the other assets pledged therefor under the Indenture. The Indenture defines "Net Special Tax Revenues" to mean Special Tax Revenues, less amounts required to pay Administrative Expenses. Under the Indenture, the portion of the Special Tax levied under the Rate and Method to pay for Services (as defined in the Rate and Method) is not pledged to the payment of the Bonds. Accordingly, the term "Special Tax Revenues" is defined in the Indenture to mean the proceeds of the Special Tax received by or on behalf of the District, other than proceeds of the Special Tax levied to pay the costs of Services received by or on behalf of the District, including any prepayments thereof, interest and penalties thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Tax (which shall be limited to the amount of said lien and interest and penalties thereon). The Indenture defines the term "Special Tax" as the special tax described and defined in the Rate and Method as "Special Tax A" approved by the qualified electors to be levied within the District pursuant to the Act and the Rate and Method. "Services" has the meaning set forth in the Rate and Method. See APPENDIX A — "RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX."

"Administrative Expenses" is defined in the Indenture to mean any reasonably necessary or appropriate expenses incurred in the administration of the District and the Bonds, including, but not limited to (a) the administrative and legal costs of levying and collecting the Special Tax (including costs incurred in connection with any appeals relating thereto and litigation expenses incurred in connection with the collection of such Special Tax), (b) the fees, costs and indemnification due the Trustee, (c) the costs incurred with ongoing disclosure in connection with the Bonds, (d) the costs incurred in connection with the disclosure of the Special Tax to property owners and potential purchasers of property, (e) the amounts required to calculate and pay arbitrage rebate payments to the federal government, and (f) an allocable share of the salaries of the City staff providing services on behalf of the District directly related to the foregoing and an allocable share of City general administrative overhead related thereto.

Under the Rate and Method, parcels of Taxable Property are classified as Developed Property (each as defined in the Rate and Method) if a building permit has been obtained for such parcel by May 1 of the fiscal year preceding the Special Tax levy. In Fiscal Year 2024-25, the first year the Special Tax was levied in the District, the Special Tax was levied in the amount of $132,960 on 36 units classified as Developed Property. As of August 18, 2025, 186 units of Taxable Property were classified as Developed Property for Fiscal Year 2025-26. See "THE COMMUNITY FACILITIES DISTRICT — Delinquency History." Under no circumstances may the amount of Special Tax levied by the District in any year exceed the maximum rates approved by the qualified electors within the District, as set forth in the Rate and Method. A copy of the Rate and Method is attached to this Official Statement as APPENDIX A.

In addition to the Net Special Tax Revenues, any other amounts held by the Trustee in the Special Tax Fund, the Bond Fund and the Reserve Fund are pledged pursuant to the Indenture to secure the payment of the principal of, premium, if any, and interest on the Bonds in accordance with their respective terms, the Indenture and the Act. Those amounts, however, are pledged subject to the provisions of the Indenture permitting the application thereof for the purposes set forth in the Indenture. Amounts on deposit in the Improvement Fund, the Costs of Issuance Fund, the Redemption Fund, the Administrative Expense Fund and the Rebate Fund are not pledged to the payment of any of the Bonds.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE DISTRICT (EXCEPT TO THE LIMITED EXTENT SET FORTH IN THE INDENTURE), THE CITY OR THE STATE, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE BONDS. EXCEPT FOR THE NET SPECIAL TAX REVENUES, NO OTHER TAXES ARE PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS ARE NOT GENERAL OR SPECIAL OBLIGATIONS OF THE CITY BUT ARE SPECIAL, LIMITED OBLIGATIONS OF THE DISTRICT

PAYABLE SOLELY FROM NET SPECIAL TAX REVENUES AND THE OTHER ASSETS PLEDGED THEREFOR UNDER THE INDENTURE AS MORE FULLY DESCRIBED HEREIN.

Special Tax

Pursuant to the Act, on May 21, 2024, the City Council of the City (the "City Council") adopted the necessary resolutions stating its intent to establish the District, to authorize the levy of a special tax on taxable property within the boundaries of the District based on a rate and method of apportionment, and to have the District incur bonded indebtedness. On July 2, 2024, at an election held pursuant to the Act, the qualified voters within the District at the time of the election authorized the District to incur bonded indebtedness in the aggregate principal amount of not to exceed $65,000,000 and approved the Rate and Method.

Pursuant to Section C of the Rate and Method, prior to the issuance of the Series 2025 Bonds, the City is required to determine if the Assigned Special Tax (as defined in the Rate and Method) is required to be reduced to the extent necessary to cause the total effective tax burden for single family property in the District to not exceed 1.95% of the minimum sales prices set forth in the Updated Price Point Study, all as further described in Section C of the Rate and Method. A copy of the Updated Price Point Study is included as APPENDIX C to this Official Statement. Based on the conclusions of the Updated Price Point Study, the City will amend the Rate and Method in connection with the issuance of the Series 2025 Bonds. See "— Rate and Method of Apportionment" below.

Pursuant to the Indenture, the District has covenanted that it will fix and levy the Special Tax in each Fiscal Year in accordance with the Rate and Method in an amount sufficient (subject to the limitations contained in the Rate and Method as to the maximum Special Tax that may be levied on each parcel) to yield Special Tax Revenues in the amount required for (i) the payment of principal of and interest on any Outstanding Bonds becoming due and payable during the Corresponding Bond Year, (ii) any necessary replenishment of the Reserve Fund, and (iii) the payment of Administrative Expenses estimated to be paid from such Special Tax Revenues, taking into account the balances in the Funds and Accounts. See APPENDIX F — "SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE — Certain Covenants Under the Indenture." Notwithstanding this covenant, the amount of Special Tax actually collected each year may be less than the amount described for a variety of different reasons. See "SPECIAL RISK FACTORS — Levy of the Special Tax."

The Series 2025 Bonds have been structured so that Assigned Special Tax A rates set forth in the Rate and Method that may be levied within the District, based on the expected buildout of the District, are at least 110% of debt service on the Series 2025 Bonds in each Bond Year, net of estimated Administrative Expenses. The Special Tax levied in any fiscal year may not exceed the maximum rates authorized pursuant to the Rate and Method. See APPENDIX A — "RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX." There is no assurance that the Net Special Tax Revenues will, in all circumstances, be adequate to pay the principal of and interest on the Series 2025 Bonds when due. Pursuant to the Act, the Special Tax levied in any fiscal year against any parcel of residential property in the District may not be increased as a consequence of delinquency or default by the owners of any other parcels within the District by more than 10% above the amount that would have been levied in that fiscal year had there never been any such delinquencies or default. See "SPECIAL RISK FACTORS — Levy of the Special Tax" and "SPECIAL RISK FACTORS — Exempt Properties."

Rate and Method of Apportionment

General. The Rate and Method is to be applied by the District each Fiscal Year for the purpose of determining the amount of the Special Tax to be levied against each Assessor's Parcel of Taxable Property within the District. For purposes of the discussion of the Rate and Method only, terms with initial capital letters that are not otherwise defined in this Official Statement shall have the respective meanings assigned to them in the Rate and Method, a copy of which appears in APPENDIX A.

Under the terms of the Indenture, prior to August 1 of each year, the District will ascertain from the County Assessor the relevant parcels on which the Special Tax is to be levied, taking into account any parcel splits

during the preceding and then current year. The District will levy the Special Tax by August 10 of each Fiscal Year that the Bonds are Outstanding, or otherwise such that the computation of the levy is complete before the final date on which the auditor of the County (the "Auditor") will accept the transmission of the Special Tax amounts for the parcels within the District for inclusion on the next real property tax roll. Upon the completion of the computation of the amounts of the levy, the District will prepare, or cause to be prepared, and shall transmit to the Auditor, such data as the Auditor requires to include the levy of the Special Tax on the next real property tax roll.

The Special Tax levied in any Fiscal Year may not exceed the maximum rates authorized pursuant to the Rate and Method. See APPENDIX A — "RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX" hereto. There is no assurance that the proceeds of the Special Tax will, in all circumstances, be adequate to pay the principal of and interest on the Series 2025 Bonds when due. See "SPECIAL RISK FACTORS — Levy of the Special Tax" herein.

Rate and Method of Apportionment of Special Tax. The District is legally authorized and has covenanted to cause the levy of the Special Tax in an amount determined according to a methodology, i.e., the Rate and Method, which the City Council and the qualified elector within the District have approved. The Rate and Method apportions the total amount of the Special Tax to be collected among the Taxable Property in the District as more particularly described below.

The following is a synopsis of the provisions of the Rate and Method, which should be read in conjunction with the complete text of the Rate and Method which is attached as APPENDIX A — "RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX." The meanings of the capitalized but undefined terms used in this section are as set forth in APPENDIX A — "RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX" hereto. This section provides only a summary of the Rate and Method, and is qualified by more complete and detailed information contained in the Rate and Method attached as APPENDIX A.

"*CFD Administrator*" means an official of the City responsible for determining the Special Tax A Requirement and Special Tax B Requirement, providing for the levy and collection of the Special Taxes, and performing the other duties provided for in the Rate and Method.

"*Developed Property*" means for each Fiscal Year, all Taxable Property, exclusive of Final Mapped Property, Taxable Property Owner Association Property, and Taxable Public Property, for which a building permit or other applicable permit for new construction was issued after January 1, 2023, and before May 1 of the prior Fiscal Year.

"*Final Mapped Property*" means, for each Fiscal Year, all Taxable Property, exclusive of Developed Property, Taxable Property Owner Association Property, and Taxable Public Property, which as of January 1 of the previous Fiscal Year was located within a Final Subdivision Map. The term Final Mapped Property shall include any parcel map or Final Subdivision Map, or portion thereof, that creates individual lots for which a building permit may be issued, including Parcels that are designated as a remainder Parcel (i.e., one where the size, location, etc., precludes any further subdivision or taxable use).

"*Lower Income Household Welfare Exemption Property*" means, for each Fiscal Year, an Assessor's Parcel within the boundaries of the District that is subject to a welfare exemption under subdivision (g) of Section 214 of the California Revenue and Taxation Code (or any successor statute), as indicated in the most recent County assessor's roll finalized prior to such Fiscal Year.

"*Residential Floor Area*" means all of the Square Footage of living area within the perimeter of a Unit, not including any carport, walkway, garage, overhang, patio, enclosed patio, or similar area. The determination of Residential Floor Area shall be as set forth in the building permit(s) issued for such Assessor's Parcel, or as set forth in other official records maintained by the City's Building Department or other appropriate means selected by the District. The actual Square Footage shall be rounded up to the next whole square foot. Once such

determination has been made for an Assessor's Parcel, it shall remain fixed in all future Fiscal Years unless an appeal pursuant to Section F of the Rate and Method is approved that results in a change in the actual Square Footage.

"*Special Tax A*" means the special tax authorized by the qualified electors of the District to be levied within the boundaries of the District to pay for Facilities and Services.

"*Special Tax A Requirement*" means, for any Fiscal Year that amount required, after taking into account available amounts held in the funds and accounts established under the Indenture, for the District to: (i) pay debt service on all Outstanding Bonds which is due in the calendar year that commences in such Fiscal Year; (ii) pay periodic costs on the Bonds (as defined in the Rate and Method), including, but not limited to, credit enhancement and rebate payments on the Bonds (as defined in the Rate and Method); (iii) pay a pro rata share of Administrative Expenses; (iv) provide any amounts required to establish or replenish any reserve fund for the Bonds (as defined in the Rate and Method); (v) pay directly for acquisition or construction of Facilities, or the cost of Services (each as defined in the Rate and Method), to the extent that the inclusion of such amounts does not increase the Special Tax A levy on Final Mapped Property or Undeveloped Property (each as defined in the Rate and Method); and (vi) provide an amount equal to Special Tax A delinquencies based on the historical delinquency rate for the Special Tax A as determined by the CFD Administrator.

"*Special Tax B*" means the special tax authorized by the qualified electors of the District to be levied within the boundaries of the District to pay for Services.

"*Special Tax B Requirement*" means for any Fiscal Year that amount required, after taking into account available amounts in any funds and accounts established to pay for Services, to pay the cost of Services, a pro rata share of Administrative Expenses, and an amount equal to Special Tax B delinquencies based on the historical delinquency rate for Special Tax B as determined by the CFD Administrator.

"*Taxable Property*" means, for each Fiscal Year, all of the Assessor's Parcels within the boundaries of the District which are not exempt from the Special Tax A and Special Tax B pursuant to law or described below under the subheading "— Exempt Property."

"*Taxable Property Owner Association Property*" means, for each Fiscal Year, all Assessor's Parcels of Property Owner Association Property that are not exempt from the Special Tax A and Special Tax B pursuant to Section E of the Rate and Method.

"*Taxable Public Property*" means, for each Fiscal Year, all Assessor's Parcels of Public Property that are not exempt from the Special Tax A and Special Tax B pursuant to Section E of the Rate and Method.

"*Undeveloped Property*" means, for each Fiscal Year, all Taxable Property not classified as Developed Property, Final Mapped Property, Taxable Public Property, or Taxable Property Owner Association Property (each as defined in the Rate and Method).

Exempt Property. In Tax Zone 1, no Special Tax A or Special Tax B shall be levied on up to 3.06 Acres of Property Owner Association Property. In Tax Zone 2, no Special Tax A or Special Tax B shall be levied on up to 4.25 Acres of Public Property and up to 4.22 Acres of Property Owner Association Property. Tax-exempt status of each tax zone will be assigned by the CFD Administrator in the chronological order in which property becomes Public Property or Property Owner Association Property.

Property Owner Association Property or Public Property that is not exempt from Special Tax A under the Rate and Method shall be subject to the levy of Special Tax A and shall be taxed Proportionately as part of the fifth or sixth step, respectively, in Section D of the Rate and Method, up to 100% of the applicable Maximum Special Tax A for Taxable Property Owner Association Property and Taxable Public Property. No Special Tax A shall be levied in any Fiscal Year on Assessor's Parcels that have fully prepaid the Special Tax A obligation pursuant to the formula set forth in Section H of the Rate and Method.

Under the Rate and Method, no Special Tax A or Special Tax B shall be levied on Lower Income Household Welfare Exemption Property; provided, however, that if, in any Fiscal Year, applicable law does not require that Lower Income Household Welfare Exemption Property be exempt from some portion, or all, of the Special Tax A or Special Tax B, such portion, or all, of the Special Tax A or Special Tax B shall be levied on such property in accordance with the Rate and Method based on the Land Use Class to which the Assessor's Parcel is assigned. Senate Bill 1473, the "Local Government Omnibus Act of 2020," amended Government Code Section 53340(c) to provide that in a community facilities district in which the levy of a special tax is authorized by an ordinance adopted on or after January 1, 2020, a property receiving a welfare exemption under subdivision (g) of Section 214 of the California Revenue and Taxation Code shall be exempt from the special tax unless debt is outstanding and the property was subject to the special tax prior to receiving the exemption, in which case the property shall remain subject to the special tax and the special tax shall be enforceable against the property. Therefore, pursuant to the Rate and Method and California law, and given that no property is subject to the welfare exemption as of the date hereof, the Special Tax shall be applicable to Lower Income Household Welfare Exemption Property so long as the Bonds are outstanding.

Maximum Special Tax, Assigned Special Tax and Backup Special Tax. The Maximum Special Tax A, Assigned Special Tax A and Backup Special Tax A for the Special Tax A provided for in the Rate and Method is as follows:

Special Tax. *Developed Property*. The Maximum Special Tax A that may be levied in any Fiscal Year for each Assessor's Parcel classified as Developed Property will be the greater of (i) the amount derived by application of the Assigned Special Tax A or (ii) the amount derived by application of the Backup Special Tax A. The Maximum Special Tax A shall not increase in future years, other than as calculated pursuant to Section C.1.a.3 of the Rate and Method.

Assigned Special Tax A. The Assigned Special Tax A will be determined based on Land Use Class. For Tax Zone 1, Single Family Property will be assigned to Land Use Classes 1 through 7, Other Residential Property will be assigned to Land Use Class 8, and Non-Residential Property shall be assigned to Land Use Class 9 as listed in Table 1 in Section C of the Rate and Method. For Tax Zone 2, Single Family Property will be assigned to Land Use Classes 10 through 18, Other Residential Property will be assigned to Land Use Class 19, and Non-Residential Property shall be assigned to Land Use Class 20 as listed in Table 2 in Section C of the Rate and Method. The Assigned Special Tax A applicable to an Assessor's Parcel classified as Single Family Property in Tax Zone 1 ranges from $3,037 per unit for units with a Residential Floor Area of less than 901 square feet to $4,229 per unit for units with a Residential Floor Area greater than 1,650 square feet, and from $3,686 per unit for units with a Residential Floor Area of less than 1,101 square feet to $5,676 per unit for units with a Residential Floor Area greater than 2,500 square feet for Tax Zone 2. The Assigned Special Tax A applicable to an Assessor's Parcel classified as Other Residential Property and Non-Residential Property for Tax Zone 1 is $96,400 per acre, and $86,658 per Acre for Tax Zone 2. Based on the Updated Price Point Study provided by the Price Point Consultant, the Assigned Special Tax rates set forth in Section C of the Rate and Method are required to be reduced so that the total effective tax burden applicable to each land use class of residential property to be constructed within the District will not exceed 1.95% of the minimum sales prices set forth in the Updated Price Point Study, as required by Section C of the Rate and Method. A copy of the Updated Price Point Study is included as APPENDIX C to this Official Statement.

Backup Special Tax. The Backup Special Tax A per Unit for Single Family Property is $3,693 in Tax Zone 1 and $4,598 in Tax Zone 2, although subject to adjustment as set forth in Section C.1.a.(3) of the Rate and Method.

Final Mapped Property, Taxable Public Property, Taxable Property Owner Association Property and Undeveloped Property. The Maximum Special Tax A for Final Mapped Property, Taxable Public Property, Taxable Property Owner Association Property, and Undeveloped Property is $96,400 per acre in Tax Zone 1 and $86,658 per Acre in Tax Zone 2; and shall not be subject to increase or reduction and, therefore, shall remain the same in every Fiscal Year.

Multiple Land Use Classes on an Assessor's Parcel. In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Class. The Maximum Special Tax A levied on such Assessor's Parcel shall be the sum of the Maximum Special Tax A for all Units of Single Family Property and Acres of Other Residential Property and Non-Residential Property (based on the pro rata share of Square Footage between Other Residential Property and Non-Residential Property, according to the applicable building permits, Final Subdivision Map, parcel map, condominium plan, or other recorded County map) located on that Assessor's Parcel.

Method of Apportionment of Special Tax A. Each Fiscal Year, beginning with Fiscal Year 2024-25, the CFD Administrator will determine the Special Tax A Requirement and, subject to the Maximum Special Tax A rates described above, the Special Tax A will then be levied as follows:

First: If needed to satisfy the Special Tax A Requirement, the Special Tax A shall be levied Proportionately on each Assessor's Parcel of Developed Property up to 100% of the applicable Assigned Special Tax A;

Second: If additional monies are needed to satisfy the Special Tax A Requirement after the first step has been completed, then Special Tax A shall be levied Proportionately on each Assessor's Parcel of Final Mapped Property up to 100% of the Maximum Special Tax A for Final Mapped Property;

Third: If additional monies are needed to satisfy the Special Tax A Requirement after the first two steps have been completed, then Special Tax A shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the Maximum Special Tax A for Undeveloped Property;

Fourth: If additional monies are needed to satisfy the Special Tax A Requirement after the first three steps have been completed, then the levy of Special Tax A on each Assessor's Parcel of Developed Property whose Maximum Special Tax A is determined through the application of the Backup Special Tax A shall be increased Proportionately from the Assigned Special Tax A up to the Maximum Special Tax A for each such Assessor's Parcel;

Fifth: If additional monies are needed to satisfy the Special Tax A Requirement after the first four steps have been completed, then Special Tax A shall be levied Proportionately on each Assessor's Parcel of Taxable Property Owner Association Property up to the Maximum Special Tax A for Taxable Property Owner Association Property; and

Sixth: If additional monies are needed to satisfy the Special Tax A Requirement after the first five steps have been completed, then Special Tax A shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property up to the Maximum Special Tax A for Taxable Public Property.

Notwithstanding the above, under no circumstances shall the Special Tax A levied in any Fiscal Year on any Assessor's Parcel of Single Family Property or Other Residential Property for which an occupancy permit for private residential use has been issued be increased as a result of delinquency or default by the owner or owners of any other Assessor's Parcel or Assessor's Parcels within the District by more than ten percent (10%) above the amount that would have been levied in that Fiscal Year had there never been any such delinquencies or defaults.

Under the Indenture, neither the portion of the Special Tax A levied under the Rate and Method to pay for Services (as defined in the Rate and Method) nor the Special Tax B levied under the Rate and Method to pay for Services are pledged to the payment of the Bonds. Accordingly, as used in this Official Statement, including the description of the apportionment of the Special Tax, the term "Special Tax Revenues" means the proceeds of the Special Tax A received by or on behalf of the District, other than proceeds of the Special Tax A levied to pay the costs of Services received by or on behalf of the District, if any, including any prepayments thereof, interest and penalties thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Tax A, which will be limited to the amount of said lien and interest and penalties thereon.

Prepayment of Special Tax. The Special Tax A obligation for an Assessor's Parcel of Taxable Property for which a building permit for new construction has been issued after January 1, 2023, may be prepaid in full, or in part, and only if there are no delinquent Special Tax with respect to such Assessor's Parcel at the time of prepayment, provided that the terms set forth under Section H of the Rate and Method are satisfied. The Prepayment Amount is calculated based on the Bond Redemption Amount plus Redemption Premium plus the Future Facilities Amount plus the Defeasance Amount plus the Administrative Fees and Expenses, less a credit for the resulting reduction in the Reserve Requirement for the Bonds, all as specified in APPENDIX A — "RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX — Section H."

Mandatory redemption of Series 2025 Bonds from Special Tax prepayments may result in the reduction in the otherwise expected yield on such Series 2025 Bonds if the Series 2025 Bonds were purchased at a price greater than par. See "SPECIAL RISK FACTORS — Potential Early Redemption of Bonds from Special Tax Prepayments."

Estimated Debt Service Coverage. The principal amount of the Series 2025 Bonds has been established to produce debt service coverage on the Series 2025 Bonds from Net Special Tax Revenues of at least 110%. The District may levy up to the Maximum Special Tax rates on Taxable Property within the District. See "— Rate and Method of Apportionment — Maximum Special Tax, Assigned Special Tax and Backup Special Tax" and "— Rate and Method of Apportionment — Exempt Property."

Pursuant to the Rate and Method, the status of Developed Property is based on building permits issued as of May 1 of the Fiscal Year preceding the Fiscal Year for which the Special Tax is levied. Based on the development status within the District as of October 1, 2025, [_____] parcels of Taxable Property were classified as Developed Property for Fiscal Year 2025-26. See "PROPERTY OWNERSHIP AND THE DEVELOPMENT" and "SPECIAL RISK FACTORS — Failure to Develop Properties."

In Fiscal Year 2024-25, the first year the Special Tax was levied in the District, a Special Tax in the amount of $132,960 was levied on 36 units classified as Developed Property. In Fiscal Year 2025-26, a Special Tax in the amount of $780,542 was levied on 186 units classified as Developed Property. See "THE COMMUNITY FACILITIES DISTRICT — Delinquency History."

Table 1 below sets forth the projected Special Tax levy for Fiscal Year 2025-26 by property classification as of September 12, 2025 and as expected at build out.

TABLE 1
CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 71 (NEUHOUSE PHASE 2)
SUMMARY OF PROJECTED FISCAL YEAR 2026-27
SPECIAL TAX LEVY AND EXPECTED LAND USES

	Projected Fiscal Year 2026-27 Special Tax Levy[1]					Buildout of Expected Land Uses			
Special Tax Category	**Residential Floor Area (Sq. Ft.)**	**No. of Units or Acres**	**Special Tax A Rate[2]**	**Per Unit or Acre**	**Annual Special Tax A Revenues**	**No. of Units or Acres[3]**	**Maximum or Assigned Special Tax A[2][4]**	**Per Unit or Acre**	**Annual Special Tax A Revenues[5]**
Developed Property[6]									
Tax Zone 1		Units				Units			
Single Family Property	<901	0	$2,361	per Unit	$0	0	$2,361	per Unit	$0
	901-1,050	20	2,588	per Unit	51,760	24	2,588	per Unit	62,112
	1,051-1,200	40	2,847	per Unit	113,880	48	2,847	per Unit	136,656
	1,201-1,350	0	3,196	per Unit	0	0	3,196	per Unit	0
	1,351-1,500	40	3,476	per Unit	139,040	48	3,476	per Unit	166,848
	1,501-1,650	20	3,531	per Unit	70,620	24	3,531	per Unit	84,744
	>1,650	0	3,698	per Unit	0	0	3,698	per Unit	0
Tax Zone 2									
Single Family Property	<1,101	0	$1,892	per Unit	$0	0	$1,892	per Unit	$0
	1,101-1,300	22	2,853	per Unit	62,766	32	2,853	per Unit	91,296
	1,301-1,500	22	3,421	per Unit	75,262	32	3,421	per Unit	109,472
	1,501-1,700	22	3,890	per Unit	85,580	32	3,890	per Unit	124,480
	1,701-1,900	0	4,189	per Unit	0	0	4,189	per Unit	0
	1,901-2,100	21	4,632	per Unit	97,272	21	4,632	per Unit	97,272
	2,101-2,300	37	4,788	per Unit	177,156	37	4,788	per Unit	177,156
	2,301-2,500	37	5,161	per Unit	190,957	37	5,161	per Unit	190,957
	>2,500	0	5,540	per Unit	0	0	5,540	per Unit	0
Subtotal - Developed Property		281	Units		$1,064,293	335	Units		$1.240.993
Final Mapped Property[7]		Acres				Acres			
Tax Zone 1		2.20	$31,599	per Acre	$69,518	0.00	$96,400	per Acre	$0
Tax Zone 2		0.00	28,406	per Acre	0	0.00	86,658	per Acre	0
Undeveloped Property[8]									
Tax Zone 1		0.00	$0	per Acre	$0	0.00	$96,400	per Acre	$0
Tax Zone 2		1.36	0	per Acre	0	0.00	86,658	per Acre	0
Grand Total					**$1,133,811**				**$1,240,993**

(1) Based on the building permits issued as of August 15, 2025 and assumes no further development. Includes the debt service due in 2027 on the Series 2025 Bonds and estimated CFD administrative expenses in the amount of $96,211.
(2) Reflects the final Assigned Special Tax A rates, calculated pursuant to Section C.1 of the Rate and Method.
(3) Expected land uses are subject to change as development occurs.
(4) For Developed Property, the Assigned Special Tax A rates are shown. For Final Mapped Property and Undeveloped Property, the Maximum Special Tax A rate is shown.
(5) Does not include potential revenues from a Backup Special Tax A levy on Developed Property.
(6) For the projected Fiscal Year 2026-27 Special Tax levy, includes all taxable parcels which have had a building permit issued by the City prior to August 15, 2025 and assumes no further development.
(7) For the projected fiscal year 2026-27 Special Tax levy, includes all taxable parcels which were located within a final subdivision map as of August 15, 2025 and assumes no new final maps will be recorded.
(8) For the projected fiscal year 2026-27 Special Tax levy, no Special Tax is anticipated to be levied on Taxable Public Property, Taxable Property Owner Association Property, Final Mapped Property, or Undeveloped Property.
Sources: City of Ontario; Goodwin Consulting Group, Inc.

Collection and Application of the Special Tax

The Special Tax is levied and collected by the Treasurer-Tax Collector of the County in the same manner and at the same time as *ad valorem* property taxes; provided, however, that the District may directly bill the Special Tax, may collect the Special Tax at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

The District has made certain covenants in the Indenture for the purpose of ensuring that the current maximum rates and method of collection of the Special Tax are not altered in a manner that would impair the District's ability to collect sufficient Special Tax to pay debt service on the Bonds and Administrative Expenses when due. First, the District has covenanted that it will not initiate proceedings under the Act to modify the Rate and Method if such modification would adversely affect the security for the Bonds and if an initiative is adopted that purports to modify the Rate and Method in a manner that would adversely affect the security for the Bonds, the District shall, to the extent permitted by law, commence and pursue reasonable legal actions to prevent the modification of the Rate and Method in a manner that would adversely affect the security for the Bonds. See "SPECIAL RISK FACTORS — Constitutional Limitations on Taxation and Appropriations." Second, the District has covenanted not to authorize owners of taxable parcels within the District to satisfy Special Tax obligations by the tender of Bonds unless the District shall have first obtained a report of an Independent Consultant certifying that doing so would not result in the District having insufficient Special Tax Revenues to pay the principal of and interest on all Outstanding Bonds when due.

Although the Special Tax constitutes a lien on Taxable Property within the District, it does not constitute a personal indebtedness of the owners of such property within the District. Moreover, other overlapping general obligation debt already exists on the property located within the District and other future special tax and assessment liens and overlapping general obligation debt could come into existence in the future in certain situations without the consent or knowledge of the City or the landowners therein. See "SPECIAL RISK FACTORS — Parity Taxes and Special Assessments" herein. There is no assurance that property owners will be financially able to pay the annual Special Tax or that they will pay such taxes even if financially able to do so, all as more fully described in the section of this Official Statement entitled "SPECIAL RISK FACTORS."

Under the terms of the Indenture, the Trustee shall establish and maintain a separate fund designated the "Special Tax Fund." As soon as practicable after the receipt by the District of any Special Tax Revenues, but in any event no later than the date ten Business Days after such receipt, the District shall transfer such Special Tax Revenues to the Trustee for deposit in the Special Tax Fund; provided, however, that any portion of any such Special Tax Revenues that represent a Special Tax prepayment that is to be applied to the payment of the redemption price of Bonds in accordance with the provisions of the Indenture shall be identified to the Trustee as such by the District and shall be deposited in the Redemption Fund. See "— Special Tax Fund" below, "THE SERIES 2025 BONDS — Redemption — Mandatory Redemption from Special Tax Prepayments" and APPENDIX F — "SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE."

Covenant for Superior Court Foreclosure

Pursuant to Section 53356.1 of the Act, the District has covenanted in the Indenture that it will determine or cause to be determined, no later than August 15 of each year, whether or not any owners of property within the District are delinquent in the payment of the Special Tax levied thereon and that, if such delinquencies exist, the District will order and cause to be commenced no later than October 1, and thereafter diligently prosecute, an action in the superior court to foreclose the lien of the Special Tax or installment thereof not paid when due. Notwithstanding the foregoing, the District is not required under the Indenture to order the commencement of foreclosure proceedings if (a) the total Special Tax delinquency in the District for such Fiscal Year is less than 5% of the total amount of the Special Tax levied in such Fiscal Year, and (b) the amount then on deposit in the Reserve Fund is equal to the Reserve Requirement. Notwithstanding the foregoing, if the District determines that any single parcel is delinquent in excess of $7,500 in the payment of the Special Tax, then the District will diligently institute, prosecute and pursue foreclosure proceedings against such parcel.

The mere commencement of foreclosure proceedings will not assure a prompt and favorable resolution of Special Tax delinquencies. The ability of the District to foreclose the lien of delinquent unpaid Special Tax may be limited. See "SPECIAL RISK FACTORS — Bankruptcy and Legal Delays" and "— FDIC/Federal Government Interests in Properties." Moreover, even if a judgment of foreclosure and order of sale is obtained, the District must cause a notice of levy to be issued. Under current law, the property owner has 120 days from the date of service of the notice of levy in which to redeem the subject property. If the property owner fails to

redeem the property and it is sold, the property owner's only remedy is an action to set aside the sale, which action must be brought within 90 days of the date of sale. If such an action results in the setting aside of the foreclosure sale, the judgment is revived, and the District would be entitled to receive interest on the revived judgment as if the sale had not been made. Under former law a property owner had a period of one year within which to redeem property to be sold, and the constitutionality of the legislation that eliminated the one year redemption period has not been tested.

There can be no assurance that, even if the subject property is sold, the proceeds from such sale will be sufficient to pay the delinquent installments of the Special Tax. The Act does not require the District or any other governmental agency to purchase or otherwise acquire any Assessor's Parcel being sold if there is no other purchaser at such sale. The Act does require that property being sold pursuant to foreclosure under the Act must be sold for not less than the judgment amount (which must include reasonable attorneys' fees, together with interest, penalties, and other authorized charges and costs) plus post judgment interest and authorized costs, unless a lower bid price is authorized by the Owners of not less than 75% by value of the Series 2025 Bonds Outstanding.

Special Tax Fund

The Indenture provides that the Trustee will establish and maintain a separate Fund designated the "Special Tax Fund." The Indenture requires that the District transfer Special Tax Revenues (other than Special Tax prepayments) to the Trustee for deposit into the Special Tax Fund as soon as practicable after the District's receipt thereof, but in any event no later than ten Business Days after such receipt. No later than the Business Day immediately preceding each Interest Payment Date, after having made any requested transfers to the Administrative Expense Fund, as requested by the District, to have sufficient amounts available therein to pay Administrative Expenses, the Trustee is required by the Indenture to make transfers from the Special Tax Fund to the Interest Account in the Bond Fund, the Principal Account in the Bond Fund and the Reserve Fund in the amounts and in the priority specified in the Indenture. See APPENDIX F — "SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE."

As soon as practicable after the District's receipt of Special Tax prepayments, but in any event no later than ten Business Days after such receipt, the District is required to transfer any Special Tax prepayments to the Trustee and, in connection therewith, submit to the Trustee a Written Certificate identifying such amounts as Special Tax prepayments, identifying the portion of such Special Tax prepayments so transferred that is to be applied to the Redemption Price of the Bonds and identifying the portion of such Special Tax prepayments that is to be applied to the payment of interest on the Bonds to be so redeemed. The portion of such Special Tax prepayments that is to be applied to the Redemption Price will be deposited by the Trustee in the Redemption Fund and will be applied to the redemption of the Bonds pursuant to the Indenture. The portion of such Special Tax prepayments that is to be applied to the payment of interest on the Bonds to be so redeemed will be deposited by the Trustee in the Interest Account and will be applied to the payment of such interest.

Reserve Fund

The Indenture provides that the Trustee will establish and maintain a separate Fund designated the "Reserve Fund." On the Closing Date, the Trustee will deposit in the Reserve Fund the amount specified under the caption "ESTIMATED SOURCES AND USES OF FUNDS." The Trustee is also required, no later than the Business Day immediately preceding each Interest Payment Date, to transfer from the Special Tax Fund (after the requisite transfers to the Administrative Expense Fund, the Interest Account and the Principal Account) the amount, if any, necessary to cause the amount on deposit in the Reserve Fund to be equal to the Reserve Requirement. The Indenture defines "Reserve Requirement" to mean, as of the date of any calculation, the least of (i) "10% of the proceeds of the issue," within the meaning of Section 148 of the Code, with respect to the Bonds (excluding from such calculation Bonds refunded with the proceeds of subsequently issued Bonds), (ii) Maximum Annual Debt Service and (iii) 125% of Average Annual Debt Service.

Except as otherwise provided in the Indenture, all amounts in the Reserve Fund are to be used and withdrawn by the Trustee solely for the purpose of (i) making transfers to the Interest Account in accordance with the Indenture in the event of any deficiency in the Interest Account of the amount then required for payment of the interest on the Bonds, (ii) making transfers to the Principal Account in accordance with the Indenture in the event of any deficiency in the Principal Account of the amount then required for payment of the principal of the Bonds, and (iii) redeeming Bonds in accordance with the Indenture as described in the following paragraph.

Whenever Bonds are to be optionally redeemed or redeemed from Special Tax prepayments, a proportionate share (determined as provided below) of the amount on deposit in the Reserve Fund will, on the date on which amounts to redeem such Bonds are deposited in the Redemption Fund or otherwise deposited with the Trustee, be transferred by the Trustee from the Reserve Fund to the Redemption Fund or to such deposit held by the Trustee and will be applied to the redemption of said Bonds; provided that, such amount will be so transferred only if and to the extent that the amount remaining on deposit in the Reserve Fund will be at least equal to the Reserve Requirement (excluding from the calculation thereof said Bonds to be redeemed). Such proportionate share will be equal to the largest integral multiple of the minimum Authorized Denomination for said Bonds that is not larger than the amount equal to the product of (i) the amount on deposit in the Reserve Fund on the date of such transfer, times (ii) a fraction, the numerator of which is the principal amount of Bonds to be so redeemed and the denominator of which is the principal amount of Bonds to be Outstanding on the day prior to the date on which such Bonds are to be so redeemed.

Whenever the balance in the Reserve Fund exceeds the amount required to redeem or pay the Outstanding Bonds, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, the Trustee will, upon receipt of a Written Request of the District, transfer the amount in the Reserve Fund to the Interest Account, Principal Account and/or Redemption Fund, as applicable, to be applied, on the next succeeding Interest Payment Date to the payment and redemption of all of the Outstanding Bonds. If, as a result of the scheduled payment of principal of or interest on the Bonds, the Reserve Requirement is reduced, the Trustee will transfer an amount equal to the amount of such reduction to the Interest Account.

Investment of Moneys

All moneys held by the Trustee in any of the Funds or Accounts are required to be invested by the Trustee solely in Permitted Investments, as directed in writing by the District. As used in the Indenture, the phrase "Permitted Investments" includes a variety of investments, some of which may not be rated by a national rating service. See APPENDIX F — "SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE — Definitions."

No Additional Bonds Except for Refunding Bonds

So long as any of the Series 2025 Bonds remain Outstanding, the District will not issue any Additional Bonds or obligations payable from Net Special Tax Revenues senior to the Series 2025 Bonds. The District may issue Additional Bonds or obligations payable on a parity with the Series 2025 Bonds, if, among other things: (i) upon the issuance of such Additional Bonds, no Event of Default will occur or be continuing under the Indenture; (ii) the proceeds of the Additional Bonds will be applied to refund the Series 2025 Bonds or Additional Bonds previously issued under the Indenture, pay Costs of Issuance incurred in connection with the issuance of such Additional Bonds, and/or make any requisite deposit to the Reserve Fund; and (iii) the Annual Debt Service in each Bond Year, calculated for all Bonds that will be Outstanding after the issuance of such Additional Bonds, will be less than or equal to Annual Debt Service in such Bond Year, calculated for all Bonds that are Outstanding immediately prior to the issuance of such Additional Bonds. Nothing contained in the Indenture limits the issuance of any special tax bonds payable from the Special Tax if, after the issuance and delivery of such special tax bonds, none of the Bonds theretofore issued under the Indenture will be Outstanding. See APPENDIX F — "SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE."

THE COMMUNITY FACILITIES DISTRICT

General Information Regarding the District

The District was formed to finance certain services, facilities, and costs with respect thereto related to the development within the District. The qualified electors within the boundaries of the District, being the then owners of property in the District, authorized the District to incur bonded indebtedness to finance certain facilities to meet the needs of new development within the District and approved the Rate and Method for, and authorized the levy of, the Special Tax.

The District is located in the southern portion of the City near the western boundary of the County of San Bernardino, California (the "County") in an area known as "Ontario Ranch," a multiple phase, multiple master-planned community development. Ontario Ranch spans 13.5 square miles and is the largest master-planned community in Southern California. Ontario Ranch is planned to contain over 8,200 acres, of which 4,026 acres are currently approved. While much of Ontario Ranch is raw vacant land, many planned communities within the east side of Ontario Ranch have been completed or are currently under construction. At full buildout, Ontario Ranch is expected to include approximately 69,000 residential units, approximately 12 million square feet of commercial and office development, and approximately 31 million square feet of industrial space. Ontario Ranch will also feature ten new schools and over 400 acres of public parkland

The District consists of three residential communities; two that are contiguous known as Peri and Rubi, and one stand-alone about ½ mile away known as the second phase of Eave, and all located within Ontario Ranch. Peri and Rubi are located along the along the west side of Haven Avenue, north of Chino Avenue, while the second phase of Eave is located east of Haven Avenue, south of Chino Avenue along Twinkle Avenue at Eames Street; all of which lies west of Interstate 15 and south of State Route 60. Combined, the Peri and Rubi sites consist of approximately 19.17 gross acres with all lots located within Final Tract Map 20452. The Eave site consists of approximately 9.18 gross acres, with all lots located within Final Tract Map No. 20530. See "PROPERTY OWNERSHIP AND THE DEVELOPMENT — The Development."

As mentioned above, the Developer is building and selling homes in the District within "Neuhouse Phase 2." At full buildout, the District is anticipated to include 335 residential units, comprised of 95 single-family detached units, 96 attached units in 6-plex townhomes, and 144 attached cluster units within 12-plex townhomes. As of August 18, 2025, the date of value of the Appraisal (defined herein), the District included 114 completed residential units which had closed escrow to individual homeowners (which includes 11 models purchased by investors), with an additional 24 in escrow due to close upon completion; the Developer and the Landbanks owned 34 residential units that were over 95% complete (18 of which were in escrow), 62 residential units that were in various stages of construction but less than 95% complete (6 of which were in escrow), and 125 lots/pads without any home construction thereon (none of which were in escrow). As of August 18, 2025, building permits had been issued for 281 units within the District.

As of October 1, 2025, a total of [____] residential units had been conveyed to individual homeowners, with an additional [___] units in escrow due to close upon completion; the Developer owned [__] residential units that were over 95% complete ([__] of which were in escrow), [__] residential units that were in various stages of construction but less than 95% complete ([__] of which were in escrow); AG Landbank owned [__] finished lots without any home construction thereon (none of which were in escrow); MRP Landbank owned [__] residential units that were over 95% complete ([__] of which were in escrow), [__] residential units that were in various stages of construction but less than 95% complete ([__] of which were in escrow), and [__] finished lots without any home construction thereon (none of which were in escrow). As of October 1, 2025, building permits had been issued for [___] units within the District. Homes under contract may not result in closed escrows as sales contracts are subject to cancellation. See "PROPERTY OWNERSHIP AND THE DEVELOPMENT — Development Plan" and "SPECIAL RISK FACTORS — Mortgage Interest Rates."

Under the City's General Plan (Land Use Plan LU-01) the Peri and Rubi sites are designated as "Low-Medium Density Residential," which allows for 5.1 to 11 dwelling units per acre. Per the current City Zoning map, the Peri and Rubi sites are covered within the West Haven Specific Plan and shown as Planning Area No. 3, which has an allowance for up to 203 units. Under the City's General Plan (Land Use Plan LU-01) the Eave site is designated as "Medium Density Residential," which allows for 11.1 to 25 dwelling units per acre. Per the current City Zoning map, the Eave site is covered within the Rich Haven Specific Plan and shown as Planning Area No. 3B. As built and proposed, development within the District legally conforms to these requirements.

Water and sewer service to the property within the District will be supplied by the City. Electricity will be supplied by Southern California Edison Company, natural gas by The Gas Company and schools are within the boundaries of the Mountain View Elementary School District and Chaffey Joint Union High School District.

Like all of Southern California, the land within the District is subject to seismic activity. The District is not located in a designated Earthquake Study Zone and there are no known active faults crossing the site. The Chino Fault, however, is located southwest of the District and the Cucamonga Fault Zone is located north of the District. See "SPECIAL RISK FACTORS — Geologic, Topographic and Climatic Conditions."

The Federal Emergency Management Agency has determined that the District is located in a Zone "X" flood area (an area of minimal flooding, within the 500-year flood plain), and flood insurance will not be required. See "SPECIAL RISK FACTORS — Geologic, Topographic and Climatic Conditions."

An aerial photo showing the property within the District and a map showing the general location of the District and the surrounding area appears on the pages before Page 1 of this Official Statement. More detailed information about the property therein is contained in APPENDIX B — "APPRAISAL REPORT," and information about the ownership of such property is set forth under the caption "PROPERTY OWNERSHIP AND THE DEVELOPMENT." General information about the City is set forth in APPENDIX E.

The Facilities

The City and LS-ONTARIO II LLC ("LS-Ontario II"), an affiliate of the Developer, entered into that certain Acquisition and Funding Agreement dated as of July 1, 2024 (the "Acquisition Agreement"), which provides, among other things, the means by which certain facilities will be financed in connection with the development within the District, including water and recycled water improvements, fiber optic network improvements, street and traffic circulation system improvements (the "Facilities"). Pursuant to the Acquisition Agreement, LS-Ontario II agreed to construct, and the City agreed to accept, certain Facilities to be acquired with the proceeds of the Series 2025 Bonds and available Special Tax proceeds deposited into the Acquisition Account of the Improvement Fund under the Indenture pursuant to certain requirements contained in the Acquisition Agreement and the Indenture. The Acquisition Agreement also provides guidelines pursuant to which the City may acquire completed segments of the Facilities with the proceeds of the Series 2025 Bonds and available Special Tax proceeds deposited into Acquisition Account of the Improvement Fund. The Acquisition Agreement may be amended from time to time by the parties thereto.

Pursuant to the Acquisition Agreement, LS-Ontario II agreed to pay all costs of the Facilities that it constructs pursuant to the Acquisition Agreement in excess of the moneys available therefor in the Acquisition Account of the Improvement Fund. Further, the Acquisition Agreement states any lack of availability of amounts in the Acquisition Account of the Improvement Fund to pay the acquisition costs of the Facilities shall in no way diminish any obligation of LS-Ontario II with respect to the construction of or contributions for public facilities and mitigation measures required by the conditions of approval or any subdivision, development, or other agreement to which LS-Ontario II is a party, or any governmental approval to which LS-Ontario II or any land within the District is subject, except to the extent expressly set forth in such agreement or approval.

As of September 1, 2025, all of the Facilities to be constructed by LS-Ontario II that are required to serve the development within the District have been substantially completed, pending final approval and acceptance by the City.

Certain facilities (the "NMC Facilities") were constructed pursuant to that certain Amended and Restated Acquisition and Funding Agreement, dated as of November 1, 2022 (the "NMC Acquisition Agreement"), by and between the City and NMC Builders, LLC, a California limited liability company ("NMC Builders"), as amended. Pursuant to the NMC Acquisition Agreement bond proceeds may be deposited into an NMC Acquisition Account of the Improvement Fund under the Indenture to finance the costs of certain NMC Facilities constructed by NMC Builders and acquired by the City pursuant to the NMC Acquisition Agreement. NMC Builders is an entity established by certain current and previous landowners within Ontario Ranch for the purpose of jointly funding and managing the construction of much of the major public infrastructure required for the development of the eastern portion of Ontario Ranch, including some of the facilities being financed through the issuance of the Series 2025 Bonds.

Direct and Overlapping Debt

The District is included within the boundaries of numerous overlapping local agencies providing governmental services. Some of these local agencies have outstanding bonds, and/or the authority to issue bonds, payable from taxes or assessments. The existing and authorized indebtedness payable from taxes and assessments that may be levied upon the property within the District is shown in Table 2 below. In addition to current debt, new community facilities districts and/or special assessment districts could be formed in the future encompassing all or a portion of the property within the District; and such districts or the agencies that formed them could issue more bonds and levy additional special taxes or assessments.

TABLE 2
CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 71 (NEUHOUSE PHASE 2)
DIRECT AND OVERLAPPING DEBT

2025-26 Assessed Valuation: $42,158,046

DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:	% Applicable	Debt 9/1/25
Metropolitan Water District General Obligation Bonds	0.001%	$178
Chaffey Community College District General Obligation Bonds	0.024	107,361
Chaffey Union High School District General Obligation Bonds	0.047	294,481
Mountain View School District SFID No. 1 General Obligation Bonds	0.338	9,390
Mountain View School District SFID No. 2 General Obligation Bonds	0.656	512,192
City of Ontario Community Facilities District No. 71	**100.000**	0[(1)]
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		$923,602
OVERLAPPING GENERAL FUND DEBT:		
San Bernardino County General Fund Obligations	0.012%	$12,434
San Bernardino County Flood Control District General Fund Obligations	0.012	4,602
Chaffey Community College District Certificates of Participation	0.024	5,305
City of Ontario General Fund Obligations	0.098	440,627
City of Ontario Pension Obligation Bonds	0.098	206,386
West Valley Vector Control District Certificates of Participation	0.034	375
TOTAL OVERLAPPING GENERAL FUND DEBT		$669,729
COMBINED TOTAL DEBT		$1,593,331[(2)]

Ratios to 2025-26 Local Secured Assessed Valuation:
Direct Debt ($0) 0.00%
Total Direct and Overlapping Tax and Assessment Debt:.... 2.19%
Combined Total Debt:..... 3.78%

(1) Excludes Series 2025 Bonds to be sold.
(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.
Source: California Municipal Statistics, Inc.

As shown in Table 3 below, the projected Fiscal Year 2025-26 average total effective tax rate for completed homes conveyed to individual homeowners as of September 12, 2025, in the District range from approximately 1.93% to 1.96% of the base sales price of sample lots within the three neighborhoods. The following Table 3 sets forth sample tax bills for selected completed homes owned by individual homeowners within the three neighborhoods of the District for Fiscal Year 2025-26.

TABLE 3
CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 71 (NEUHOUSE PHASE 2)
SAMPLE TAX BILLS

Tax Zone:		2	2	1
Residential Floor Area (Sq. Ft.):		2,148	1,467	1,468
Type of Property:		Detached	Attached	Attached
Community Name:		Peri	Rubi	Eave
Net Taxable Value				
Sales Price/Estimated Price[(1)]		$741,060.00	$542,790.00	$543,160.00
Less: Homeowner's Exemption		(7,000.00)	(7,000.00)	(7,000.00)
Net Taxable Value		$734,060.00	$535,790.00	$536,160.00
Ad Valorem Property Taxes	**Rate**			
Base Property Tax	1.0000%	$7,340.60	$5,357.90	$5,361.60
Chaffey College Bond	0.0196	144.09	105.17	105.24
Chaffey High Bond	0.0300	220.45	160.91	161.02
Mountain View Elementary SFID #1	0.0102	74.68	54.51	54.54
Mountain View Elementary SFID #2	0.0400	293.87	214.49	214.64
Metro Water Mid-Valley Debt	0.0070	51.38	37.51	37.53
Total *Ad Valorem* Property Taxes	1.1069%	$8,125.07	$5,930.48	$5,934.58
Parcel Charges, Assessments, and Special Taxes				
Vector Control Assessment #1		$22.16	$22.16	$22.16
Metro Water – Water Standby		7.59	7.59	7.59
City of Ontario CFD No. 71 (Neuhouse Phase 2) – Special Tax B[(2)]		1,371.52	1,188.88	1,188.88
City of Ontario CFD No. 71 (Neuhouse Phase 2)[(3)]		4,788.00	3,421.00	3,476.00
Total Parcel Charges, Assessments, and Special Taxes		$6,189.27	$4,639.63	$4,694.63
Total Taxes		**$14,314.34**	**$10,570.11**	**$10,629.21**
Total Effective Tax Rate		**1.93%**	**1.95%**	**1.96%**

[(1)] Represents base market values for sample lots as reported in the Appraisal Report.
[(2)] Equal to the Special Tax B levied for Fiscal Year 2025-26. The Maximum Special Tax B increases by up to 4% per year.
[(3)] Equal to the applicable Assigned Special Tax A rate for the District. Reflects the reduced Assigned Special Tax A rates calculated pursuant to Section C.1 of the Rate and Method.
Sources: San Bernardino County Tax Collector's Office; Kitty Siino & Associates, Inc.; Goodwin Consulting Group, Inc.

Property Values

Appraisal. In order to provide information with respect to the value of the land within the District, the District engaged the Appraiser to prepare the Appraisal. The principal of the Appraiser, who was actively involved in the preparation of the Appraisal, has an "MAI" designation from the Appraisal Institute and has prepared numerous appraisals for the sale of land secured municipal bonds. The Appraiser was selected by the District and has no material relationships with the City, the District or the owners of the land within the District other than the relationship represented by the engagement to prepare the Appraisal and other similar engagements for the City. The City instructed the Appraiser to prepare its analysis and report in conformity with City-approved guidelines and the Appraisal Standards for Land Secured Financings published in 1994 and revised in 2004 by the commission now known as California Debt and Investment Advisory Commission. A copy of the Appraisal is included as APPENDIX B to this Official Statement.

The purpose of the Appraisal was to estimate the minimum market value of the fee simple estate, subject to special tax and special assessment liens, of the property within the District in its current condition. Subject to the contingencies, assumptions and limiting conditions set forth in the Appraisal, the Appraiser concluded that, as of August 18, 2025, the minimum market value of the property within the District was not less than $126,147,577, consisting of $64,987,810 for the 114 completed units in the District conveyed to individual homeowners and

$61,159,767 for the homes and lots owned by the Developer, AG Landbank and MRP Landbank in the District as of such date. See APPENDIX B — "APPRAISAL REPORT."

Reference is made to APPENDIX B for a complete list and full discussion of the applicable contingencies, assumptions and limiting conditions and the methodology employed by the Appraiser. In the event that any of the contingencies, assumptions and limiting conditions are not actually realized, the value of the property within the District may be less than the amount reported in the Appraisal. In any case, there can be no assurance that any portion of the property within the District would actually sell for the amount indicated by the Appraisal.

The Appraisal merely indicates the Appraiser's opinion as to the minimum market value of the property referred to therein as of the date and under the conditions specified therein. The Appraiser's opinion reflects conditions prevailing in the applicable market as of the date of value. The Appraiser's opinion does not predict the future value of the subject property, and there can be no assurance that market conditions will not further adversely change in the future. See "SPECIAL RISK FACTORS."

It is a condition precedent to the issuance of the Series 2025 Bonds that the Appraiser deliver to the District a certification to the effect that nothing has come to the attention of the Appraiser subsequent to the date of value of the Appraisal that would cause the Appraiser to believe that the value of property in the District is less than the minimum value reported in the Appraisal. See "PROPERTY OWNERSHIP AND THE DEVELOPMENT — Development Plan — Peri," "Rubi," and "Eave."

Value-to-Lien Ratios

The value of the property within the District is significant because, in the event of a delinquency in the payment of the Special Tax, the District may foreclose only against delinquent parcels. Likewise, the ratio of the value of a parcel to its "share" of the Series 2025 Bonds is important because it provides an indication of the extent of the relative burden imposed on each parcel by the applicable Special Tax. As indicated above, the minimum appraised value of the property within the District is not less than $126,147,577. The ratio of that value to the $15,655,000* total principal amount of the Series 2025 Bonds is approximately 8.06*-to-1. Taking other overlapping tax and assessment debt within the District into account, the ratio of the minimum appraised value to the total amount of existing tax and assessment debt for the District plus the Series 2025 Bonds of $16,578,602* is approximately 7.61*-to-1. See "— Direct and Overlapping Debt." Table 4 sets forth the appraised value-to-lien ratios of all the taxable property within the District by ownership and development status as of September 12, 2025.

Additionally, Table 5 below sets forth the stratification of value-to-liens of the parcels within the District, based on the appraised value of such parcels set forth in the Appraisal and such parcels' respective shares of the principal amount of the Series 2025 Bonds (allocated to each parcel based upon its respective share of the Buildout Assigned Special Tax A) and the ratio of the appraised value to its share of the Series 2025 Bonds.

* Preliminary, subject to change.

TABLE 4
CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 71 (NEUHOUSE PHASE 2)
APPRAISED VALUE-TO-LIEN RATIOS BY OWNERSHIP AND STATUS OF DEVELOPMENT

Owner	Community Name	Status of Development[1]	No. of Planned Units	Projected FY 2026-27 Special Tax A Levy	Percent of Projected FY 2026-27 Special Tax A Levy	Appraised Value[3]	District Debt*[4]	Average Appraised Value-to-Lien*
INDIVIDUAL HOMEOWNERS	Peri	Completed and Sold	26	$126,909	11.19%	$19,590,330	$1,752,285	11.18
	Rubi	Completed and Sold	32	109,519	9.66	17,344,880	1,512,174	11.47
	Eave	Completed and Sold	56	177,612	15.67	28,052,600	2,452,363	11.44
Subtotal - Individual Homeowners			114	$414,040	36.52%	$64,987,810	$5,716,823	11.37
DEVELOPER	Peri	Completed Homes	8	$39,484	3.48%	$4,497,685	$545,172	8.25
		Under Construction	14	68,958	6.08	3,657,737	952,132	3.84
	Rubi	Completed Homes	10	32,777	2.89	3,905,306	452,566	8.63
		Under Construction	24	81,312	7.17	6,270,407	1,122,709	5.59
	Eave	Completed Homes	9	25,327	2.23	2,872,718	349,700	8.21
Subtotal - Developer			65	$247,858	21.86%	$21,203,853	$3,422,279	6.20
AG Landbank[5]	Peri	Finished Lots	47	$230,034	20.29%	$12,279,547	$3,176,175	3.87
	Rubi	Finished Lots	30	0	0.00	7,838,008	0	N/A
Subtotal – AG Landbank			77	$230,034	20.29%	$20,117,556	$3,176,175	6.33
MRP Landbank[5]	Eave	Completed Homes	7	$22,241	1.96%	$2,618,027	$307,091	8.53
		Under Construction	24	75,060	6.62	5,740,110	1,036,385	5.54
		Finished Pads	48	144,578	12.75	11,480,221	1,996,248	5.75
Subtotal- MRP Landbank			79	$241,879	21.33%	$19,838,358	$3,339,723	5.94
Grand Total			**335**	**$1,133,811**	**100.00%**	**$126,147,577**	**$15,655,000**	**8.06**

* Preliminary, subject to change.
(1) Construction status as provided in the Appraisal Report. May not reflect classification of properties for purposes of the Special Tax levy.
(2) Based on the building permits issued as of August 15, 2025 and assumes no further development. Includes the debt service due in 2027 on the Series 2025 Bonds and estimated CFD administrative expenses in the amount of $96,211.
(3) Represents an allocation of the bulk market values reported in the Appraisal Report. The allocated values are not indicative of the market values of the groupings or the individual lots.
(4) Equal to the principal amount of the Series 2025 Bonds. Does not include overlapping debt secured by *ad valorem* taxes on the property. Allocated based on the proportionate share of the projected Fiscal Year 2025-26 Special Tax levy.
(5) The Developer is responsible for paying all property taxes, including the Special Tax, for all lots within the District. See "PROPERTY OWNERSHIP AND THE DEVELOPMENT – Landbank Arrangements."

Sources: Kitty Siino & Associates, Inc.; Ramirez & Co., Inc.; Goodwin Consulting Group, Inc.

TABLE 5
CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 71 (NEUHOUSE PHASE 2)
APPRAISED VALUE-TO-LIEN RATIOS

Appraised Value-to-Lien Category	No. of Planned Units	Projected FY 2026-27 Special Tax A Levy[(1)]	Percent of Projected FY 2026-27 Special Tax A Levy	Appraised Value[(2)]	District Debt*[(3)]	Average Appraised Value-to-Lien*
10:1 to 15:1	114	$414,040	36.52%	$64,987,810	$5,716,823	11.37
5:1 to 10:1	98	305,795	26.97	29,554,228	4,222,238	7.00
3:1 to 5:1	93	413,976	36.51	23,767,531	5,715,939	4.16
Subtotal	305	$1,133,811	100.00%	$118,309,569	$15,655,000	7.56
Undeveloped Property[(4)]	30	$0	0.00%	$7,838,008	$0	N/A
Total	**335**	**$1,133,811**	**100.00%**	**$126,147,577**	**$15,655,000**	**8.06**

* Preliminary, subject to change.
(1) Based on the building permits issued as of August 15, 2025 and assumes no further development. Includes the debt service due in 2027 on the Series 2025 Special Tax Bonds and estimated CFD administrative expenses in the amount of $96,211.
(2) Represents an allocation of the bulk market values reported in the Appraisal Report. The allocated values may not be indicative of the market values of the groupings or the individual lots.
(3) Equal to the principal amount of the Series 2025 Bonds. Does not include overlapping debt secured by *ad valorem* taxes on the property. Allocated based on the proportionate share of the projected Fiscal Year 2025-26 Special Tax levy.
(4) Based on the anticipated debt service requirements of the Series 2025 Bonds, the City does not expect to levy Special Tax A on Undeveloped Property in Fiscal Year 2026-27.
Sources: Kitty Siino & Associates, Inc.; Ramirez & Co., Inc.; Goodwin Consulting Group, Inc.

Delinquency History

The District commenced the levy of Special Taxes within the District in Fiscal Year 2024-25. As of September 12, 2025, there were no delinquencies for Fiscal Year 2024-25.

Updated Property Ownership

Table 4, above, is based on ownership and development status within the District as of August 18, 2025, the Date of Value. The Developer reports that since such date, additional development and certain sales contracts for homes have closed escrow to individual homeowners. The following Table 6 shows the ownership status as of [DATE].

TABLE 6
CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 71 (NEUHOUSE PHASE 2)
UPDATED OWNERSHIP STATUS[1]

Owner	Community Name	Status of Development	No. of Planned Units
INDIVIDUAL HOMEOWNERS	Peri	Completed and Sold	
	Rubi	Completed and Sold	
	Eave	Completed and Sold	
Subtotal - Individual Homeowners			
DEVELOPER	Peri	Completed Homes	
		Under Construction	
	Rubi	Completed Homes	
		Under Construction	
	Eave	Completed Homes	
Subtotal - Developer			
AG Landbank	Peri	Finished Lots	
	Rubi	Finished Lots	
Subtotal – AG Landbank			
MRP Landbank	Eave	Completed Homes	
		Under Construction	
		Finished Pads	
Subtotal- MRP Landbank			
Grand Total			**335**

[1] As of [DATE].
Source: The Developer.

Projected Debt Service Coverage

The following Table 7 provides the projected debt service coverage for the District at full buildout.

TABLE 7
CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 71 (NEUHOUSE PHASE 2)
PROJECTED DEBT SERVICE COVERAGE AT BUILDOUT

Buildout Assigned Special Tax Revenues*

Year Ending September 1	Tax Zone 1	Tax Zone 2	Total	Less: Administrative Expenses	Net Buildout Assigned Special Tax Revenues	Series 2025 Bonds Debt Service*	Debt Service Coverage*
2026	$265,920	$514,622	$780,542(1)	$(96,211)	$684,331	$619,402	110.48%
2027	450,360	790,633	1,240,993	(96,211)	1,144,782	1,037,600	110.33
2028	450,360	790,633	1,240,993	(96,211)	1,144,782	1,040,100	110.06
2029	450,360	790,633	1,240,993	(96,211)	1,144,782	1,036,850	110.41
2030	450,360	790,633	1,240,993	(96,211)	1,144,782	1,038,100	110.28
2031	450,360	790,633	1,240,993	(96,211)	1,144,782	1,038,600	110.22
2032	450,360	790,633	1,240,993	(96,211)	1,144,782	1,038,350	110.25
2033	450,360	790,633	1,240,993	(96,211)	1,144,782	1,037,350	110.36
2034	450,360	790,633	1,240,993	(96,211)	1,144,782	1,035,600	110.54
2035	450,360	790,633	1,240,993	(96,211)	1,144,782	1,038,100	110.28
2036	450,360	790,633	1,240,993	(96,211)	1,144,782	1,039,600	110.12
2037	450,360	790,633	1,240,993	(96,211)	1,144,782	1,040,100	110.06
2038	450,360	790,633	1,240,993	(96,211)	1,144,782	1,039,600	110.12
2039	450,360	790,633	1,240,993	(96,211)	1,144,782	1,038,100	110.28
2040	450,360	790,633	1,240,993	(96,211)	1,144,782	1,040,600	110.01
2041	450,360	790,633	1,240,993	(96,211)	1,144,782	1,036,850	110.41
2042	450,360	790,633	1,240,993	(96,211)	1,144,782	1,037,100	110.38
2043	450,360	790,633	1,240,993	(96,211)	1,144,782	1,036,100	110.49
2044	450,360	790,633	1,240,993	(96,211)	1,144,782	1,038,850	110.20
2045	450,360	790,633	1,240,993	(96,211)	1,144,782	1,040,100	110.06
2046	450,360	790,633	1,240,993	(96,211)	1,144,782	1,039,850	110.09
2047	450,360	790,633	1,240,993	(96,211)	1,144,782	1,038,100	110.28
2048	450,360	790,633	1,240,993	(96,211)	1,144,782	1,039,850	110.09
2049	450,360	790,633	1,240,993	(96,211)	1,144,782	1,039,850	110.09
2050	450,360	790,633	1,240,993	(96,211)	1,144,782	1,038,100	110.28
2051	450,360	790,633	1,240,993	(96,211)	1,144,782	1,039,600	110.12
2052	450,360	790,633	1,240,993	(96,211)	1,144,782	1,038,088	110.28
2053	450,360	790,633	1,240,993	(96,211)	1,144,782	1,039,525	110.13
2054	450,360	790,633	1,240,993	(96,211)	1,144,782	1,038,656	110.22
2055	450,360	790,633	1,240,993	(96,211)	1,144,782	1,035,481	110.56

* Preliminary, subject to change.
(1) Actual Fiscal Year 2025-26 Special Tax levy.

TABLE 8
CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 71 (NEUHOUSE PHASE 2)
PROJECTED SPECIAL TAX A LEVY AND PROPERTY OWNERSHIP
(As of October 1, 2025)

Owner	No. of Planned Units	Projected FY 2026-27 Special Tax A Levy	Percent of Projected FY 2026-27 Special Tax A Levy
Individual Homeowners	135	$486,883	42.94%
Developer	62	$204,333	18.02%
MRP Landbank	79	$241,879	21.33%
AG Landbank	59	$200,716	17.70%
TOTAL	335	$1,133,811	100.00%

(1) As of October 1, 2025.
(2) Based on the building permits issued as of August 15, 2025 and assumes no further development. Includes the debt service due in 2027 on the Bonds and estimated CFD administrative expenses in the amount of $96,211.
Sources: Appraiser; Underwriter; Goodwin Consulting Group, Inc.

PROPERTY OWNERSHIP AND THE DEVELOPMENT

The information provided in this section has been included because it may be considered relevant to an informed evaluation and analysis of the Series 2025 Bonds and the District. No assurance can be given, however, that the proposed development of the property within the District will occur in a timely manner or in the configuration or to the density described herein, or that the Developer and the Landbanks, any owners or affiliates thereof, or any other property owner will or will not retain ownership of its respective property within the District. There may be material adverse changes to this information after the date of the Official Statement.

Neither the Series 2025 Bonds nor any of the Special Tax are personal obligations of any property owner within the District and, in the event that any property owner defaults in the payment of its Special Tax, the District may proceed with judicial foreclosure on the delinquent property but has no direct recourse to the assets of any property owner or any affiliate thereof. The Series 2025 Bonds are secured solely by the Net Special Tax Revenues and amounts on deposit in certain of the funds and accounts maintained by the Trustee under the Indenture. See "SPECIAL RISK FACTORS" for a discussion of certain of the risk factors that should be considered in evaluating the investment quality of the Series 2025 Bonds.

The following information regarding ownership and planned development of the District has been provided by the Developer. No representation is made by the District or the Underwriter as to the accuracy or adequacy of such information so provided.

The Developer

As previously defined, the "Developer" is, collectively, Landsea Homes of California LLC, a Delaware limited liability company, and its affiliate LS-Ontario II LLC, a Delaware limited liability company ("LS-Ontario II"). On June 25, 2025, the Developer's then ultimate parent company, Landsea Homes Corporation ("Landsea")

was acquired by The New Home Company Inc. ("NWHM"). The Developer's new parent, NWHM, designs, constructs and sells homes in Southern California, Northern California, Arizona, Colorado, Oregon, Washington and Texas. NWHM was a publicly held company listed on the NYSE until September 2021 when the company became privately held upon its purchase by an entity controlled by Apollo Funds ("Apollo") and managed by affiliates of Apollo Global Management, Inc. ("APO"), a publicly traded company listed on the NYSE. For more information about NWHM, visit its website at www.NewHomeCo.com.

The foregoing websites given for reference and convenience only, and the information on such websites and on file with the SEC does not form a part of this Official Statement and is not incorporated by reference herein. No representation is made in this Official Statement as to the accuracy or adequacy of the information contained on such websites. Neither Developer nor any other person or entity are obligated to advance funds for construction or development or to pay ad valorem property taxes or the Special Taxes and investors should not rely on the information and financial statements contained on such websites in evaluating whether to buy, hold or sell the Bonds. The information contained on such websites may be incomplete or inaccurate and has not been reviewed by the District, the City or the Underwriter.

Landbank Arrangements. The Developer has entered into a landbank arrangement for the Peri and Rubi communities with the AG Landbank, and has entered into a landbank arrangement for the Eave community with the MRP Landbank.

AG Landbank Arrangement. On April 12, 2023, the Developer, on the one hand, and JH Bray, LLC and HCW Lathrop Investors, LLC, on the other hand, as seller, entered into an Agreement of Purchase and Sale and Joint Escrow Instructions (the "Peri/Rubi Purchase Agreement"), for the purchase by the Developer of the Peri and Rubi sites. Prior to the applicable close of escrow under the Peri/Rubi Purchase Agreement, the Developer assigned its rights thereunder to the AG Landbank pursuant to that certain Nomination Agreement, between the AG Landbank, as nominee, and the Developer, dated August 17, 2023 (the "Peri/Rubi PSA Assignment").

The Peri/Rubi PSA Assignment resulted in AG Landbank acquiring the land subject to the Peri/Rubi Purchase Agreement (i.e., the Peri/Rubi sites), in order to set up a land banking structure. The AG Landbank is not an affiliate of the Developer.

To facilitate the land banking structure, the Developer and AG Landbank entered into that certain Option Agreement (DUSA, California), dated August 17, 2023 (as amended, the "AG Option Agreement") whereby the Developer has the option, but not the obligation, to purchase the 191 residential units within Tract No. 20452 (the "Peri/Rubi Lots") from the AG Landbank pursuant to a takedown schedule.

In addition to the AG Option Agreement, Landsea Construction LLC, a California limited liability company (the "Contractor"), a Developer affiliate, and the AG Landbank entered into a separate Construction Agreement (the "AG Construction Agreement") granting Contractor the right to enter upon the land subject to the AG Option Agreement, for the purpose of, among other things, constructing related subdivision improvements thereon before the Developer acquires the land subject to the AG Option Agreement from the AG Landbank. Pursuant to the AG Option Agreement, the Developer has the right to enter upon the land subject to the AG Option Agreement for the purpose of constructing homes thereon before the Developer acquires the subject land.

Pursuant to the AG Option Agreement, the Developer is required to, among other things, cause the completion and satisfaction of the certain on-site and offsite improvements.

During the term of the AG Option Agreement, the Developer is obligated to pay all taxes on the subject land, including the Special Taxes. Upon termination or expiration thereof, the AG Landbank would be solely responsible for the payment of taxes, including the Special Taxes, for any land that it owns.

Under the terms of the AG Option Agreement, the AG Landbank granted the Developer the exclusive right and option to purchase all 191 Peri/Rubi Lots subject to the AG Option Agreement in consideration for (a)

the covenants of the Developer to timely pay monthly option payments; and (b) upon exercise of the option, the payment of the purchase price for each set of lots acquired.

The 191 Peri/Rubi lots are scheduled to be acquired by the Developer pursuant to a takedown schedules, typically on the 25th calendar day of the applicable month beginning March 25, 2024, through April 25, 2026, subject to the Developer's right to acquire more lots than scheduled and at earlier times so long as the lots identified in the takedown schedule are acquired by the applicable takedown date and the Developer complies with the terms under the AG Option Agreement for such accelerated closings, and further subject to the Developer's right to defer acquisition of a limited number of lots for a period of one month at a time so long as the Developer pays a per lot hiatus fee each time the Developer elects to defer such acquisition and complies with the terms under the applicable AG Option Agreement for such deferred lots. The failure to timely acquire lots according to the AG Option Agreement could result in a termination of the AG Option Agreement, which could result in the Developer no longer having a right to purchase any of the remaining lots under the AG Option Agreement.

Through October 1, 2025, the Developer has acquired a total of 132 lots under the AG Option Agreement. No assurance can be given that the acquisition of the remaining 59 lots the Developer plans to acquire under the AG Option Agreement will occur as expected.

The following table reflects the Developer's expected schedule for acquiring the Peri/Rubi Lots:

Projected Lot Take-Down Schedule – Peri & Rubi Lots
AG Option Agreement
(As of October 1, 2025)

Date Option Period Expires [1]	No. of Peri Lots Scheduled to be Acquired (SFD)	No. of Rubi Lots Scheduled to be Acquired (Townhomes)	Cumulative No. Lots to be Acquired [2]
03/24	3	6	9
05/24	5	12	26
08/24	6	-	32
09/24	-	12	44
10/24	6	-	50
12/24	8	12	70
02/25	6	-	76
03/25	-	12	88
04/25	6	-	94
06/25	8	12	114
08/25	6	12	132
10/25	6	12	150
11/25	8	-	158
12/26	9	6	173
01/26	5	-	178
02/26	5	-	183
03/26	5	-	188
04/26	3	-	191
	95	**96**	

[1] Takedown date is the twenty-fifth calendar day of the month.
[2] As of October 1, 2025, all scheduled lots through the Aug. 25, 2025 option period expiration date (totaling 132 lots) have been taken down as scheduled.
Source: The Developer.

The AG Landbank is serving as the land bank for the Developer and is not a homebuilder. In the event the Developer does not acquire the units owned by the AG Landbank, the AG Landbank expects to market and sell such lots to another homebuilder.

AG Landbank. According to the AG Landbank, the AG Landbank is an affiliate of, and managed by, Angelo Gordon. Angelo Gordon is a privately-held alternative investment firm founded in 1988 and headquartered in New York, with associated offices across the United States, Europe and Asia. Angelo Gordon manages approximately $73 billion across a broad range of credit and real estate strategies. Neither the AG Landbank nor Angelo Gordon are affiliated entities of the Developer.

MRP Land Bank Arrangement. On June 1, 2023, Landsea Homes of California, Inc., a Delaware corporation, and affiliate of the Developer, acquired the Eave site from Haven Ontario NMC 2, LLC, a Florida limited liability company. Landsea Homes of California, Inc. subsequently conveyed the Eave site to another affiliate, LS-Ontario II.

On June 25, 2025, in connection with the completion of the acquisition of the Developer's ultimate parent company, Landsea by The New Home Company Inc. ("NWHM"), LS-Ontario II and the MRP Landbank entered into an agreement for 98 of the 144 lots within Tract No. 20530 (the "Eave Lots") to facilitate a land bank transaction. In connection therewith, LS-Ontario II and the MRP Landbank entered into an Option Agreement (Vander Eyk Project), effective June 25, 2025 (the "MRP Option Agreement"), whereby LS-Ontario II has the option, but not the obligation, to purchase the Eave Lots from the MRP Landbank pursuant to a takedown schedule. The MRP Landbank is an affiliate of Kennedy Lewis Investment Management and not an affiliate of LS-Ontario II.

In addition to the MRP Option Agreement, Landsea Construction LLC, a California limited liability company (the "Contractor"), a Developer affiliate, and the MRP Landbank entered into a separate Construction Agreement (the "MRP Construction Agreement") granting Contractor the right to enter upon the land subject to the MRP Option Agreement, for the purpose of, among other things, constructing related subdivision improvements thereon before LS-Ontario II acquires the land subject to the MRP Option Agreement from the MRP Landbank.

Pursuant to the MRP Option Agreement, LS-Ontario II is required to, among other things, cause the completion and satisfaction of the certain on-site and offsite improvements.

During the term of the MRP Option Agreement, LS-Ontario II is obligated to pay all taxes on the subject land, including the Special Taxes. Upon termination or expiration thereof, the MRP Landbank would be solely responsible for the payment of taxes, including the Special Taxes, for any land that it owns. In addition, LS-Ontario II can accelerate the takedown of lots and, LS-Ontario II can pull, and has pulled, building permits and can begin house construction on the Eave Lots held by the MRP Landbank before those lots are taken down. The failure to timely acquire lots according to the MRP Option Agreement could result in a termination of the MRP Option Agreement, which could result in LS-Ontario II no longer having a right to purchase any of the remaining lots under the MRP Option Agreement.

Through October 1, 2025, LS-Ontario II has acquired a total of 19 lots under the MRP Option Agreement, which were acquired ahead of the takedown schedule. No assurance can be given that the acquisition of the remaining 79 lots LS-Ontario II plans to acquire under the MRP Option Agreement will occur as expected.

The following table reflects LS-Ontario II's expected schedule for acquiring the Eave Lots:

Projected Lot Take-Down Schedule – Eave Lots
MRP Option Agreement
(As of October 1, 2025)

Date Option Period Expires [1]	No. of Eave Lots Scheduled to be Acquired	Cumulative No. Lots to be Acquired [2]
01/26	9	9
04/26	9	18
07/26	9	27
10/26	9	36
01/27	9	45
04/27	9	54
07/27	9	63
10/27	9	72
01/28	9	81
04/28	9	90
07/28	8	98
	98	

[1] Takedown date is the twenty-fifth calendar day of the month.
[2] As of October 1, 2025, LS-Ontario II has acquired 19 lots ahead of the takedown schedule.
Source: The Developer.

The MRP Landbank is serving as the land bank for LS-Ontario II and is not a homebuilder. In the event LS-Ontario II does not acquire the units owned by the MRP Landbank, the MRP Landbank expects to market and sell such lots to another homebuilder.

MRP Landbank. According to the MRP Landbank, the MRP Landbank is an affiliate of, and managed by, affiliates of Kennedy Lewis Investment Management ("Kennedy Lewis"), an institutional alternative investment firm with approximately $17 billion in assets under management. The MRP Landbank was founded in 2017 and is headquartered in New York City with offices in Miami, Geneva, Scottsdale and Philadelphia. The MRP Landbank has extensive expertise in sourcing, underwriting, capitalizing and financing land for homebuilders.

Development Plan

General Description of the District. The District includes approximately 28.35 gross acres and approximately 23.067 net acres and is located in the southern portion of the City. The Developer is developing the property within the District into three neighborhoods: Peri, Rubi, and the second phase of Eave. The property within the District is part of a multiple phase, multiple master-planned community development known as "Ontario Ranch," with Peri and Rubi being a part of the West Haven Specific Plan and Eave being a part of the Rich Haven Specific Plan.

Tract Map Status. On March 21, 2024, Tract Map No. 20452 for Peri and Rubi neighborhoods was recorded in the recorder's office of San Bernardino County creating the 95 lots in Peri and 96 units in Rubi. On April 22, 2024, Tract Map No. 20530 for the Eave neighborhood was recorded in the recorder's office of San Bernardino County which created the four lots that were subdivided into 12 building pads, each allowing a 12-unit complex.

Current Activity. As of August 18, 2025, the Date of Value, of the 335 attached and detached residential units planned within the District, 114 residential units 26 in Peri, 32 in Rubi, and 72 in Eave) had been completed and conveyed to individual homeowners (including 11 model units that were purchased by third-party investors and leased back to the Developer); 96 production units were in various stages of construction (22 in Peri, 34 in Rubi, and 40 in Eave); and the remaining 125 lots (47 in Peri, 30 in Rubi, and 48 in Eave) were in a finished lot/pad condition without any home construction thereon. As of August 18, 2025, 24 production units within the District were sold and under contract (but not closed) to individual homebuyers. Homes under contract may not result in closed escrows as sales contracts are subject to cancellation.

Peri. The Peri neighborhood is planned for 95 single family detached alley-loaded homes. As of August 18, 2025, the Developer had pulled all building permits in the Peri neighborhood.

The following Table 8 sets forth the estimated number of lots, home sizes, and base sales prices for the Peri product line as of October 1, 2025. Sales of homes within the Peri neighborhood began in December 2024 and the Developer expects that all homes within the Peri neighborhood will be completed and conveyed by June 2027, but no assurance can be provided that this will occur. As of October 1, 2025, three of the Peri units were under contract to be sold to homeowners but had not closed escrow.

TABLE 9
CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 71 (NEUHOUSE PHASE 2)
DEVELOPMENT STATUS – PERI
(AS OF OCTOBER 1, 2025)

Floor Plan	Approx. Square Footage	Total Number of Planned Units[1]	Units Closed to Homeowners[2]	Units Completed But Not Closed to Homeowners	Units Under Construction	Finished Lots[3]	Estimated Base Price[4]
1	2,075	21	7	1	2	11	$775,990
2	2,148	37	12	1	6	18	815,207
3	2,328	37	12	1	6	18	845,790
		95	31	3	14	47	

[1] As of October 1, 2025, 41 lots/units were owned by the AG Landbank. The number of units in each plan is an estimate and is subject to change as the market dictates.
[2] Includes three (3) model homes sold and conveyed to a third-party investor and leased back to the Developer.
[3] Finished lot means that such lot has finish grade certification and is able to start home construction but home construction has not yet commenced.
[4] Base sales prices are subject to change and exclude any lot premiums, options, upgrades, incentives and any selling concessions or price reductions which may be offered.
Source: The Developer

No assurance can be given that home construction and sales will be carried out on the schedules and according to the plans described herein, or that the home construction and sale plans or base prices set forth above will not change after the date of this Official Statement. Additionally, homes under contract to be sold may not result in closed escrows as sales contracts are subject to cancellation. See "SPECIAL RISK FACTORS — Failure to Develop Properties." Moreover, rising interest rates may affect prospective buyers' willingness or ability to close escrow or enter into future sales contracts. See "SPECIAL RISK FACTORS — Mortgage Interest Rates."

Rubi. The Rubi neighborhood is planned for 96 attached alley-loaded townhomes in a 6-plex format. As of August 18, 2025, Developer had pulled all building permits in the Rubi neighborhood.

The following Table 9 sets forth the estimated number of units, home sizes, and base sales prices for the Rubi product line as of October 1, 2025. Sales of homes within the Rubi neighborhood began in December 2024 and the Developer expects that all homes within the Rubi neighborhood will be completed and conveyed by March

2027, but no assurance can be provided that this will occur. As of October 1, 2025, four of the Rubi units were under contract to be sold to homeowners but had not closed escrow.

TABLE 10
CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 71 (NEUHOUSE PHASE 2)
DEVELOPMENT STATUS - RUBI
(AS OF OCTOBER 1, 2025)

Floor Plan	Approx. Square Footage	Total Number of Planned Units[1]	Units Closed to Homeowners[2]	Units Completed But Not Closed to Homeowners	Units Under Construction	Finished Lots[3]	Estimated Base Price[4]
1	1,294	32	13	1	8	10	$528,757
2	1,467	32	13	1	8	10	581,757
3	1,610	32	13	1	8	10	646,757
		96	39	3	24	30	

[1] As of October 1, 2025, 18 lots/units were owned by the AG Landbank. The number of units in each plan is an estimate and is subject to change as the market dictates.
[2] Includes three (3) model homes sold and conveyed to a third-party investor and leased back to the Developer.
[2] Finished lot means that such lot has finish grade certification and is able to start home construction but home construction has not yet commenced.
[3] Base sales prices are subject to change and exclude any lot premiums, options, upgrades, incentives and any selling concessions or price reductions which may be offered.
Source: The Developer

No assurance can be given that home construction and sales will be carried out on the schedules and according to the plans described herein, or that the home construction and sale plans or base prices set forth above will not change after the date of this Official Statement. Additionally, homes under contract to be sold may not result in closed escrows as sales contracts are subject to cancellation. See "SPECIAL RISK FACTORS — Failure to Develop Properties." Moreover, rising interest rates may affect prospective buyers' willingness or ability to close escrow or enter into future sales contracts. See "SPECIAL RISK FACTORS — Mortgage Interest Rates."

Eave. The second phase of the Eave neighborhood includes 144 attached cluster homes in a 12-plex format. As of August 18, 2025, the Developer had pulled all building permits in the Eave neighborhood.

The following Table 10 sets forth the estimated number of lots, home sizes, and base sales prices for the portion of the Eave product line within the District as of October 1, 2025. Sales of homes within the Eave neighborhood began in July 2024 and the Developer expects that all homes within the Eave neighborhood will be completed and conveyed by August 2028, but no assurance can be provided that this will occur. As of October 1, 2025, five of the Eave units were under contract to be sold to homeowners but had not closed escrow.

TABLE 11
CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 71 (NEUHOUSE PHASE 2)
DEVELOPMENT STATUS - EAVE
(AS OF OCTOBER 1, 2025)

Floor Plan	Approx. Square Footage	Total Number of Planned Units[1]	Units Closed to Homeowners[2]	Units Completed But Not Closed to Homeowners	Units Under Construction	Finished Lots[3]	Estimated Base Price[4]
1	937	24	11	0	5	8	Temp Sold Out
2	1,092	24	11	0	5	8	$537,724
3	1,136	24	11	0	5	8	547,512
4/4X	1,468	48	21	1	10	16	592,809/582,167
5/5ACC	1,501	24	11	0	5	8	637,525/611,990
		144	68	1	30	48	

(1) As of October 1, 2025, 18 lots/units were owned by the AG Landbank. The number of units in each plan is an estimate and is subject to change as the market dictates.
(2) Includes five (5) model homes sold and conveyed to a third-party investor and leased back to LS-Ontario II.
(3) Finished lot means that such lot has finish grade certification and is able to start home construction but home construction has not yet commenced.
(4) Base sales prices are subject to change and exclude any lot premiums, options, upgrades, incentives and any selling concessions or price reductions which may be offered.
Source: The Developer

No assurance can be given that home construction and sales will be carried out on the schedules and according to the plans described herein, or that the home construction and sale plans or base prices set forth above will not change after the date of this Official Statement. Additionally, homes under contract to be sold may not result in closed escrows as sales contracts are subject to cancellation. See "SPECIAL RISK FACTORS — Failure to Develop Properties." Moreover, rising interest rates may affect prospective buyers' willingness or ability to close escrow or enter into future sales contracts. See "SPECIAL RISK FACTORS — Mortgage Interest Rates."

Entitlements and Infrastructure. The Developer has obtained all approvals and permits required for development of property within the District except for the remaining approvals required in the normal course of home construction. As of August 18, 2025, all approvals and all construction on backbone infrastructure was complete. Final approval and acceptance by agencies is pending.

The Developer has completed the major infrastructure (sewer, water, storm drains, utilities, and arterial roads) necessary to develop the property within the District. The substantial majority of the in-tract infrastructure within the District, which primarily consists of streets for individual lot access and associated gutters and landscape improvements, is complete. Other than in-tract infrastructure, no other significant site work infrastructure remains to be constructed in order to complete the development in the District. The Developer expects to complete construction of the in-tract improvements associated with the remaining lots that it owns within the District as home construction on such lots is completed.

Financing Plan

As of October 1, 2025, the Developer had expended approximately $137.2 million on land acquisition, site development and home construction costs (exclusive of marketing, sales and other soft and carrying costs) related to its development within the District. The Developer expects to incur approximately $42.0 million on remaining land acquisition and site development costs and approximately $43.8 million on remaining home construction costs (exclusive of marketing, sales and other soft and carrying costs) to complete its development within the District.

To date, the Developer has financed its land acquisition costs and various site development and home construction costs related to the property it owns in the District through internally generated funds, which may

include borrowings under the Credit Facility (described below). The Developer expects to use the same sources of funds to complete its acquisition of land and development activities within the District. Home sales revenue from the Developer's project in the District, however, is not segregated and set aside for completing its land acquisition and construction of homes in the District. Home sales revenue is accumulated and used to pay costs of operations for the Developer and its affiliates, to pay down debt and for other corporate purposes, and may be diverted to pay costs other than the costs of completing the Developer's activities in the District at the discretion of management. Notwithstanding the foregoing, the Developer believes that it will have sufficient funds available to complete the proposed development activities in the District in accordance with the development timing described in the Official Statement.

As of October 1, 2025, the Developer's ultimate parent, The New Home Company Inc. (previously defined herein as "NWHM"), was a party to a $600 million unsecured revolving credit facility with JP Morgan Chase Bank, N.A. (the "Credit Facility") which matures in June 2029. The Credit Facility contains a borrowing base and certain covenants and conditions that may limit the amount that NWHM may borrow or have outstanding at any time. As of August 1, 2025, NWHM had drawn approximately $45.0 million under the Credit Facility and had an available amount of approximately $555.0 million.

Although the Developer expects to have sufficient funds available to complete its development in the District as described herein, there can be no assurance that amounts necessary to finance the remaining development costs will be available to the Developer when needed. While Landsea has made such internal funding available in the past, there can be no assurance whatsoever of its willingness or ability to do so in the future. Neither the Developer, nor any other entity or person is under any legal obligation of any kind to expend funds for the development of and construction of homes on the Developer's property in the District or the payment of ad valorem property taxes or the Special Taxes. Any contributions by the Developer or any other entity or person to fund the costs of such development are entirely voluntary.

If and to the extent that the aforementioned sources are inadequate to pay the costs to complete the planned development by the Developer within the District and other financing is not put into place, there could be a shortfall in the funds required to complete the planned development by the Developer or to pay ad valorem property taxes or Special Taxes related to the Developer's property in the District, and the remaining portions of such development may not be completed. Many factors beyond the Developer's control, or a decision by the Developer to alter its current plans, may cause the actual sources and uses to differ from the projections.

SPECIAL RISK FACTORS

The principal source of payment of debt service on the Series 2025 Bonds will be payments of the Special Tax made with respect to the Taxable Property. As discussed under "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2025 BONDS — Special Tax," the Special Tax is to be levied annually against all such Taxable Property either at the maximum rate authorized by the Rate and Method or at such lower rates as are determined by the District Administrator to raise sufficient funds to comply with the agreements, conditions, covenants and terms contained in the Indenture, and in accordance with the Act. The Special Tax is to be collected on the tax roll of the District at the same time and in the same manner as general *ad valorem* real property taxes are collected. The Special Tax cannot be levied at a tax rate higher than the maximum tax rate even if the maximum tax rate will not produce sufficient Net Special Tax Revenues to pay the principal and interest then payable with respect to the Series 2025 Bonds. See discussions below under "— Levy of the Special Tax" and "— Collection of the Special Tax."

Payment of the Special Tax levied on a parcel is secured by a continuing lien against such parcel. In the event an installment of the Special Tax included in the tax bill for a parcel of Taxable Property is not paid when due, the District has covenanted to institute foreclosure proceedings in court to cause the parcel to be sold in order to attempt to recover the delinquent amount from the sale proceeds. Foreclosure and sale may not always result in the recovery of the full amount of delinquent installments of the Special Tax. See "— Collection of the Special Tax." The sufficiency of the foreclosure sale proceeds to cover the delinquent amount depends in part upon the

market for and the value of the parcel at the time of the sale. Sufficiency of the foreclosure sale proceeds to cover a delinquency may also depend upon the value of prior or parity liens and similar claims. Further, other governmental claims, such as hazardous substance claims, may affect the realizable value even though such claims may not rise to the status of liens. See "— Hazardous Substances."

Timely foreclosure and sale proceedings with respect to a parcel of Taxable Property may be forestalled or delayed by a stay in the event the owner of the parcel becomes the subject of bankruptcy proceedings. Not only may foreclosure and sale proceedings be forestalled or delayed, but the sale of a parcel may also be similarly affected by a bankruptcy stay. Further, should the stay not be lifted, payment of the Special Tax may be subordinated to bankruptcy law priorities. See "— Bankruptcy and Legal Delays."

Although bankruptcy proceedings may forestall or delay a foreclosure and sale or a tax sale of a delinquent parcel of Taxable Property, the Special Tax is secured by a lien which, assuming proper procedures are followed, may be enforced against the parcel. There may not be any recourse against a bankrupt property owner since the owner is not personally obligated to pay the Special Tax. Further, if proper disclosure of the authorization of the Special Tax is not made to the owner, the willingness or ability of an owner to pay the Special Tax may be adversely affected. See "— Payment of the Special Tax is Not a Personal Obligation of the Owners."

The District is not obligated to advance funds to pay such debt service except from moneys on deposit in the Reserve Fund. See "— Bonds Are Limited Obligations."

Even if debt service is timely paid, interest on the Series 2025 Bonds may have to be included in the gross income of the owner of the Series 2025 Bonds by reason of some circumstance occurring subsequent to issuance of the Series 2025 Bonds, thereby reducing the after-tax yield. See "— Loss of Tax Exemption."

Risks of Real Estate Secured Investments Generally – Declines in Value

Purchasers of the Series 2025 Bonds will be subject to the risks generally incident to an investment secured by real estate, including, without limitation, (i) adverse changes in local market conditions, such as changes in the market value of real property in the vicinity of the District, the supply of or demand for competitive properties in such area, and the market value of property in the event of sale or foreclosure; (ii) changes in real estate tax rates and other operating expenses, governmental rules and fiscal policies; and (iii) natural disasters (including, without limitation, earthquakes, wildfires and floods), which may result in uninsured losses. See the caption "— Mortgage Interest Rates" below.

No assurance can be given that the individual property owners within the District will pay the Special Tax in the future or that they will be able to pay the Special Tax on a timely basis. See the caption "Bankruptcy and Legal Delays" for a discussion of certain limitations on the District's ability to pursue judicial proceedings with respect to delinquent parcels within the District.

Levy of the Special Tax

The principal source of money with which to pay debt service on the Series 2025 Bonds is the proceeds derived from the annual levy and collection of the Special Tax applicable to the Taxable Property in the District. The amount of the Special Tax that can be levied is limited to the maximum tax rates authorized pursuant to the Rate and Method. Additionally, pursuant to Section 53321(d) of the Act, the Special Tax levied against any Assessor's parcel for which an occupancy permit for private residential use has been issued shall not be increased as a consequence of delinquency or default by the owner of any other Assessor's parcel within the District by more than ten percent above the amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults. As a result, it is possible that the District may not be able to increase the tax levy to the Assigned Special Tax on residential parcels in all years. The levies cannot be made at higher rates even if the failure to do so would result in insufficient Net Special Tax Revenues to pay the principal of and interest on the Series 2025 Bonds as the same become due and payable.

The levy of the Special Tax will rarely, if ever, result in a uniform relationship between the value of a particular parcel and the amount of the levy of the Special Tax against such parcel. Thus, there will rarely, if ever, be a uniform relationship between the value of a parcel and its proportionate share of the debt service on the Series 2025 Bonds. The Special Tax levied in any particular Fiscal Year on a parcel is based upon the revenue needs of the District and the application of the Rate and Method. The application of the Rate and Method will, in turn, be dependent upon certain development factors with respect to each parcel by comparison with similar development factors with respect to the other parcels in the District. Thus, in addition to annual variations in the revenue needs of the District that must be met from the Special Tax, the following are some of the factors which might cause the levy of the Special Tax on any particular parcel to vary from the Special Tax that might otherwise be expected:

Reduction in the number of parcels of Taxable Property, for reasons such as acquisition of such parcels by a governmental entity and failure of the governmental entity to pay the Special Tax based upon a claim of exemption or, in the case of the federal government or an agency thereof, immunity from taxation, thereby resulting in an increased tax burden on the remaining parcels of Taxable Property; and

Failure of the owners of certain parcels of Taxable Property to pay the applicable Special Tax and delays in the collection of or inability to collect such Special Tax by tax sale or foreclosure and sale of the delinquent parcels, thereby resulting in an increased tax burden on the remaining parcels of Taxable Property.

Further, the collection of the Special Tax pursuant to the levy is dependent upon the County properly sending tax bills and collecting Special Tax payments. The District cannot guarantee that the County will properly bill and collect the Special Tax amounts.

Collection of the Special Tax

The timely payment of the principal of and interest on the Series 2025 Bonds is ultimately dependent upon the timely payment of the Special Tax. Any money on deposit in the Reserve Fund can be used to make such payment in the event of delinquencies, but the replenishment of the Reserve Fund will be dependent on the recovery of such delinquencies. The Indenture provides that the Special Tax is to be collected in the same manner and at the same time and in the same installment as the general taxes on real property are payable (or in such other manner as the City Council shall determine, including direct billing of the affected property owners) and, except as provided in the special covenant for foreclosure described under the caption "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2025 BONDS — Covenant for Superior Court Foreclosure" and in the Act, is to be subject to the same proportionate penalties and the same procedure, sale and lien priority in case of delinquency as is provided for *ad valorem* taxes on real property.

Pursuant to the Act, in the event of any delinquency in the payment of the Special Tax, the District may order the institution of a superior court action to foreclose the lien therefor within specified time limits. In such an action, the real property subject to the unpaid amount may be sold at judicial foreclosure sale. Such judicial foreclosure action is not mandatory. The District, however, has covenanted for the benefit of the owners of the Bonds that it will institute foreclosure proceedings as authorized by the Act in order to enforce the lien of the delinquent installments of the Special Tax under certain circumstances. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2025 BONDS — Covenant for Superior Court Foreclosure." In the event that foreclosure proceedings are commenced, such foreclosure proceedings could be stayed by the commencement of bankruptcy proceedings by or against the owner of the property being foreclosed. In the event that sales or foreclosures of property are necessary, there could be a delay in payments to Owners of the Series 2025 Bonds pending such sales or the prosecution of foreclosure proceedings and receipt by the District of the proceeds of sale if the Reserve Fund is depleted.

The District may be unable to make full or timely payment of debt service on the Series 2025 Bonds if property owners in the District fail to pay installments of the Special Tax when due, if the Reserve Fund is depleted, or if the District is unable to sell foreclosed parcels for amounts sufficient to cover the delinquent installments of the Special Tax.

Failure to Develop Properties

Development of property within the District may be subject to unexpected delays, disruptions and changes which may affect the willingness and ability of the Developer or any other property owner to pay the Special Tax prior to delinquency. Land development is subject to comprehensive federal, State and local regulations. Approval is required from various agencies in connection with the layout and design of developments, the nature and extent of improvements, construction activity, land use, zoning, school and health requirements, as well as numerous other matters. There is always the possibility that such approvals will not be obtained or, if obtained, will not be obtained on a timely basis. Failure to obtain any such agency approval or satisfy such governmental requirements would adversely affect planned land development. Development of land in the District is also subject to the availability of water. Finally, development of land is subject to economic considerations.

See "PROPERTY OWNERSHIP AND THE DEVELOPMENT." A detailed description of the status of the construction as of the date of value of the Appraisal is included in APPENDIX B — "APPRAISAL REPORT."

As of August 18, 2025, all of the property within the District had been rough-graded and all sewer, water, storm drains, streets, curbs and gutters were complete to serve all 335 units planned within the District, building permits had been issued for 281 units, and 114 completed homes had been conveyed to individual homeowners. See "THE COMMUNITY FACILITIES DISTRICT" and "PROPERTY OWNERSHIP AND THE DEVELOPMENT." No assurance, however, can be given that the remaining planned residential development will be partially or fully completed; and for purposes of evaluating the investment quality of the Series 2025 Bonds, prospective purchasers should consider the possibility that such parcels will remain vacant and unimproved.

Undeveloped or partially developed land is inherently less valuable than developed land and provides less security to the Series 2025 Bond Owners should it be necessary for the District to foreclose on the property due to the nonpayment of the Special Tax. The failure to complete development in the District as planned, or substantial delays in the completion of the development may reduce the value of the property within the District and increase the length of time during which the Special Tax will be payable from undeveloped property, and may affect the willingness and ability of the owners of property within the District to pay the Special Tax prior to delinquency.

There can be no assurance that land development operations within the District will not be adversely affected by a future deterioration of the real estate market and economic conditions or future local, State and federal governmental policies relating to real estate development, an increase in mortgage interest rates, the income tax treatment of real property ownership, or the national economy. A slowdown of the development process and the absorption rate could adversely affect land values and reduce the ability or desire of the property owners to pay the annual Special Tax. In that event, there could be a default in the payment of principal of, and interest on, the Series 2025 Bonds when due.

Series 2025 Bond Owners should assume that any event that significantly impacts the ability to develop land in the District would cause the property values within the District to decrease substantially from those estimated by the Appraiser and could affect the willingness and ability of the owners of land within the District to pay the Special Tax prior to delinquency.

The payment of principal of and interest on the Series 2025 Bonds is dependent upon the receipt of the Special Tax levied on Developed Property, which includes lots in a finished lot condition. Lots in a finished lot condition also provide less security to the Series 2025 Bond Owners should it be necessary for the District to foreclose on such lot due to the nonpayment of the Special Tax. Furthermore, an inability to develop the land within the District as currently planned will make the Series 2025 Bond Owners dependent upon timely payment of the Special Tax levied on Developed Property, which includes lots in a finished lot condition. A slowdown or stoppage in the continued development of the District could reduce the willingness and ability of the Developer

to make Special Tax payments on lots in a finished lot condition and could greatly reduce the value of such property in the event it has to be foreclosed upon.

Concentration of Property Ownership

Based on the ownership status and pursuant to the Option Agreements, as of August 15, 2025, the Developer is expected to be responsible for approximately 32.56% of the total Fiscal Year 2025-26 Special Tax to be levied within the District. Based on the ownership status and the Option Agreements, as of August 15, 2025, the Special Tax Consultant estimates that the Developer is projected to be responsible for approximately 21.86% of the total projected Fiscal Year 2026-27 Special Tax to be levied within the District. While the Appraisal includes completed homes owned by individual homeowners as of August 18, 2025, the inability or refusal of the Developer to pay the Special Tax applicable to its property when due could result in the depletion of the Reserve Fund prior to replenishment thereof from sale or foreclosure proceedings, and/or insufficient money with which to pay the principal of and interest on the Series 2025 Bonds as the same became due. Additionally, pursuant to the Act, the Special Tax levied in any fiscal year against any parcel of residential property in the District may not be increased as a consequence of delinquency or default by the owners of any other parcels within the District by more than 10% above the amount that would have been levied in that fiscal year had there never been any such delinquencies or default. As a result, while the Maximum Special Tax pursuant to the Rate and Method may be higher, the Maximum Special Tax on parcels of residential parcels cannot be greater than 110% of the projected actual Special Tax levy on such parcels.

Under the Options Agreements, the Developer is responsible for the payment of all property taxes, including the Special Tax, for all of the lots within the District that accrue during the term of the Option Agreements. Under the Option Agreements, the Developer has the option, but not the obligation, to acquire such lots from the Landbanks pursuant to the takedown schedules. Neither the Developer nor the Landbanks are under any obligation to develop the property in the District. The failure by the Developer to timely acquire lots could result in the termination of the Option Agreements. In the event that the Developer does not exercise its option to acquire lots under the Option Agreements, the Landbanks, each being an investor only and not a homebuilder, would likely attempt to sell such lots to another merchant builder. In such an event, construction and sale of remaining homes and lots in the District would likely be delayed beyond the estimated timeframes described herein.

Exempt Properties

Certain properties are exempt from the Special Tax in accordance with the Rate and Method. In addition, the Act provides that properties or entities of the State, federal or local government are exempt from the Special Tax; provided, however, that property in the District acquired by a public entity through a negotiated transaction or by gift or devise, which is not otherwise exempt from the Special Tax, will continue to be subject to the Special Tax. In addition, the Act provides that if property subject to the Special Tax is acquired by a public entity through eminent domain proceedings, the obligation to pay the Special Tax with respect to that property is to be treated as if it were a special assessment. The constitutionality and operation of these provisions of the Act have not been tested.

In particular, insofar as the Act requires payment of the Special Tax by a federal entity acquiring property in the District, it may be unconstitutional. If for any reason property in the District becomes exempt from taxation by reason of ownership by a nontaxable entity such as the federal government or another public agency, subject to the limitation of the maximum authorized rates, the Special Tax will be reallocated to the remaining Taxable Properties in the District. This would result in the owners of such property paying a greater amount of the Special Tax and could have an adverse impact upon the timely payment of the Special Tax. Moreover, if a substantial portion of property in the District becomes exempt from the Special Tax because of public ownership, or otherwise, the Maximum Annual Special Tax which could be levied upon the remaining acreage might not be sufficient to pay principal of and interest on the Series 2025 Bonds when due and a default would occur with respect to the payment of such principal and interest.

Constitutional Limitations on Taxation and Appropriations

Articles XIIIA and XIIIB of the California Constitution. On June 6, 1978, California voters approved an amendment to the California Constitution, commonly known as Proposition 13 (the Jarvis/Gann Initiative), which added Article XIIIA to the California Constitution. The effect of Article XIIIA is to significantly limit the imposition of new *ad valorem* taxes, special taxes, transaction taxes, and sales taxes. On November 7, 1978, California voters approved Proposition 8, which made certain clarifications to Article XIIIA.

Article XIIIA of the California Constitution limits the amount of *ad valorem* taxes on real property to 1% of "full cash value" as determined by the county assessor. Article XIIIA defines "full cash value" to mean "the county assessor's valuation of real property as shown on the 1975-76 tax bill under 'full cash value' or, thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership has occurred after the 1975 assessment." The "full cash value" is subject to annual adjustment to reflect increases, not to exceed 2% per year, or decreases in the consumer price index or comparable local data, or to reflect reductions in property value caused by damage, destruction or other factors.

Article XIIIA exempts from the 1% tax limitation any taxes to repay indebtedness approved by the voters prior to July 1, 1978, and allows local governments to raise their property tax rates above the constitutionally mandated 1% ceiling for the purpose of paying off certain new general obligation debt issued for the acquisition or improvement of real property and approved by two-thirds of the votes cast by the qualified electorate. Article XIIIA requires a vote of two-thirds of the qualified electorate to impose special taxes on real property, while otherwise generally precluding the imposition of any additional *ad valorem* taxes, special taxes, transaction taxes, and sales taxes. In addition, Article XIIIA requires the approval of two-thirds of all members of the California Legislature to change any State laws resulting in increased tax revenues.

Enactment of Article XIIIA has reduced the amount of general property tax revenues received by the City. This reduction in such revenues makes it less likely that the City or the District will have surplus funds, other than the Reserve Fund for the Series 2025 Bonds, with which to advance funds to make any payments or to cure any deficiency in the Interest Account or Principal Account of the Special Tax Fund, should the City or the District, as applicable, in the exercise of its discretion, choose to do so. If there are additional delinquencies after exhaustion of funds in the Reserve Fund for the Series 2025 Bonds, none of the City or the District has any obligation to transfer into the Interest Account or Principal Account of the Special Tax Fund the amount of any such delinquencies out of any surplus moneys of the City.

On July 2, 1979, the Fifth District Court of Appeal rendered a 3-0 decision in the case of *County of Fresno v. Malmstrom* (94 Cal.App.3d 974), that determined that special assessments are not subject to the limitations of Article XIIIA (Proposition 13). The Court held the one percent tax limitation imposed by California Constitution Article XIIIA on *ad valorem* taxes does not apply to special assessments levied pursuant to the Improvement Act of 1911 (Streets and Highways Code, Section 5000 et seq., the relevant portions of which are incorporated in the 1915 Act) and the 1913 Act. The Court further held that because special assessments pursuant to such acts are not within the definition of "special taxes" in Article XIIIA, the Constitution does not require the levy of assessments and the issuance of bonds to be approved by a two-thirds vote of the qualified electors in an assessment district. On September 12, 1979, the California Supreme Court refused to hear an appeal of the lower court's decision.

At the November 6, 1979, general election, Proposition 4 (the Gann Initiative) was approved by the voters of California. Such proposition added Article XIIIB to the California Constitution.

Article XIIIB of the California Constitution limits the annual appropriations of the State and of any city, county, school district, authority, or other political subdivision of the State to the level of appropriations of the particular governmental entity for the prior fiscal year, as adjusted for changes in the cost of living, population and services rendered by the governmental entity. The "base year" for establishing such appropriation limit is the

Fiscal Year 1978-79 and the limit is to be adjusted annually to reflect changes in population, consumer prices and certain increases in the cost of services provided by these public agencies.

Appropriations subject to Article XIIIB generally include the proceeds of taxes levied by the State or other entity of local government, exclusive of certain State subventions, refunds of taxes, benefit payments from retirement, unemployment insurance, and disability insurance funds. "Proceeds of taxes" include, but are not limited to, all tax revenues and the proceeds to an entity of government from (i) regulatory licenses, user charges, and user fees (but only to the extent such proceeds exceed the cost of providing the service or regulation), and (ii) the investment of tax revenues. Article XIIIB includes a requirement that if an entity's revenues in any year exceed the amounts permitted to be spent, the excess would have to be allocated to fund schools or be returned by revising tax rates or fee schedules over the subsequent two years.

On December 17, 1980, the Third District Court of Appeal rendered a 3-0 decision in the case *County of Placer v. Corin* (113 Cal. App. 3d 443) that determined that special assessments are not subject to the limitation of Article XIIIB (Proposition 4). The Court held that the definition of "proceeds of taxes" imposed by California Constitution Article XIIIB does not apply to special assessments and improvement bonds issued pursuant to the 1915 Act and the 1913 Act. The decision of the Court was not appealed.

The enactment of Article XIIIA of the California Constitution (Proposition 13) and subsequent legislative enactments effectively repeal the otherwise mandatory duty on the part of the City, under the 1915 Act, to levy and collect a special tax (in an amount necessary to meet delinquencies, but not to exceed ten cents on each $100 of assessable property within the City in any one year) if other funds are not available to cover delinquencies.

In early 1990, the U.S. Supreme Court struck down as a violation of equal protection certain property tax assessment practices in West Virginia, which had resulted in vastly different assessments of similar properties. Since Article XIIIA provides that property may only be assessed up to 2%, per year, except upon change of ownership or new construction, recent purchasers may pay substantially higher property taxes than long-time owners of comparable property in a community. The Supreme Court in the West Virginia case expressly declined to comment in any way on the constitutionality of Article XIIIA.

Based on this decision, however, property owners in California brought three suits challenging the acquisition value assessment provisions of Article XIIIA. Two cases involve residential property and one case involves commercial property. In all three cases, State trial and appellate courts have upheld the constitutionality of Article XIIIA's assessment rules and concluded that the West Virginia case did not apply to California's laws. On June 3, 1991, the U.S. Supreme Court agreed to hear the appeal in the challenge relating to commercial property, but the plaintiff subsequently decided to drop the case.

On October 7, 1991, the U.S. Supreme Court granted the plaintiff's petition for a writ of certiorari and agreed to hear the *Nordlinger v. Lynch* case. On June 18, 1992, the U.S. Supreme Court affirmed the Nordlinger decision (112 U.S. 2326) of the California Court of Appeal, Second Appellate District, which previously held that Article XIIIA does not violate the U.S. Constitution.

The City cannot predict whether any other pending or future challenges to the State's present system of property tax assessment will be successful, when the ultimate resolution of any challenge will occur, or the ultimate effect any decision regarding the State's present system of property tax assessment will have on the City's revenues or on the State's financial obligations to local governments.

Articles XIIIC and XIIID of the California Constitution. Proposition 218, a state ballot initiative known as the "Right to Vote on Taxes Act," was approved by California voters on November 6, 1996. Proposition 218 added Articles XIIIC and XIIID to the State Constitution, and, with the exception of certain provisions, Articles XIIIC and XIIID became effective on November 6, 1996.

Among other things, Proposition 218 imposed certain voting requirements and other limitations on the imposition of new or increased taxes, assessments, and property-related fees and charges. Under Proposition 218 (i) all taxes imposed by local governments are deemed to be either general taxes, or special taxes, (ii) no local government may impose, extend, or increase any general tax unless and until such tax is submitted to the electorate and approved by a majority vote, and (iii) no local government may impose, extend, or increase any special tax unless and until such tax is submitted to the electorate and approved by a two-thirds vote. Special purpose districts, including community facilities districts and assessment districts, have no power to levy general taxes. The City believes that the issuance of the Series 2025 Bonds does not require the conduct of further proceedings under the Mello-Roos Act, or Proposition 218, as applicable, other than as described herein.

Proposition 218 provides that the initiative power shall "not be prohibited or otherwise limited in matters reducing or repealing any local tax, assessment, fee or charge..." Thus, Proposition 218 removes limitations on the initiative power in matters of, among other things, the Special Tax. Consequently, it is conceivable that the voters of the City or the District could, by future initiative, repeal, reduce, or prohibit the future imposition or increase of any Special Tax, subject to overriding federal constitutional principles relating to impairment of contracts.

On November 2, 2010, California voters approved Proposition 26, entitled the "Supermajority Vote to Pass New Taxes and Fees Act." Section 1 of Proposition 26 declares that Proposition 26 is intended to limit the ability of the State Legislature and local government to circumvent existing restrictions on increasing taxes by defining the new or expanded taxes as "fees." Proposition 26 amended Articles XIIIA and XIIIC of the State Constitution. The amendments to Article XIIIA limit the ability of the State Legislature to impose higher taxes (as defined in Proposition 26) without a two-thirds vote of the Legislature. Article XIIIC requires that all new local taxes be submitted to the electorate before they become effective. Special Taxes for general governmental purposes require a majority vote and taxes for specific purposes require a two-thirds vote.

Although the applicable provisions of Article XIIIC have not been interpreted by the courts, the City believes that the initiative power cannot be used to reduce or repeal the unpaid Special Tax that are pledged as security for payment of the Series 2025 Bonds or to otherwise interfere with the mandatory, statutory duty of the City and the County Auditor with respect to the unpaid Special Tax that are pledged as security for payment of the Series 2025 Bonds.

The Appellate District, Division One, issued its opinion in 2014 in *City of San Diego v. Melvin Shapiro, et al.* (228 Cal. App. 4th 756) (the "San Diego Decision"). The case involved a Convention Center Facilities District (the "CCFD") established by the City of San Diego. The CCFD is a financing district much like a community facilities district established under the provisions of the Act. The CCFD is comprised of all of the real property in the entire City of San Diego. The special tax to be levied within the CCFD, however, was to be levied only on hotel properties located within the CCFD.

The election authorizing the special tax was limited to owners of hotel properties and lessees of real property owned by a governmental entity on which a hotel is located. Thus, the election was not a registered voter election. Such approach to determining who would constitute the qualified electors of the CCFD was modeled after Section 53326(c) of the Act, which generally provides that, if a special tax will not be apportioned in any tax year on residential property, the legislative body may provide that the vote shall be by the landowners of the proposed district whose property would be subject to the special tax. The Court held that the CCFD special tax election was invalid under the California Constitution because Article XIIIA, Section 4 thereof and Article XIIIC, Section 2 thereof require that the electors in such an election be the registered voters within the district.

The facts of the San Diego Decision show that there were hundreds of thousands of registered voters within the CCFD (viz., all of the registered voters in the City of San Diego). There were no registered voters in the District at the time of formation. In the San Diego Decision, the Court expressly stated that it was not addressing the validity of landowner voting to impose special taxes pursuant to the Act in situations where there are fewer than 12 registered voters. Thus, by its terms, the Court's holding does not apply to the Special Tax

elections in the District. Moreover, Section 53341 of the Act provides that any "action or proceeding to attack, review, set aside, void or annul the levy of a special tax…shall be commenced within 30 days after the special tax is approved by the voters." Similarly, Section 53359 of the Act provides that any action to determine the validity of bonds issued pursuant to the Act be brought within 30 days of the voters approving the issuance of such bonds. On May 19, 2020, Esperanza PA 4 Venture and Esperanza PA 10 Venture, the qualified voters within the District at the time of the election, approved the Special Tax and the issuance of bonds. Based on Sections 53341 and 53359 of the Act and analysis of existing laws, regulations, rulings and court decisions, the City believes the Special Tax is being levied in accordance with the Rate and Method.

The interpretation and application of Proposition 218 will ultimately be determined by the courts with respect to a number of the matters discussed above, and it is not possible at this time to predict with certainty the outcome of such determination.

Initiative Measures

From time to time constitutional initiatives or other initiative measures may be adopted by California voters. The adoption of any such initiative might place limitations on the ability of the State or any political subdivision thereof, including the City, to increase revenues or to increase appropriations, or might affect the ability of the District to collect the Special Tax.

The City cannot predict whether legislation will be enacted into law by the California state legislature. If future legislation were to be enacted, the City cannot provide any assurances as to the effect of the implementation or judicial interpretations thereof on the finances of the State, the City, or the District.

Maximum Special Tax

Within the limits of the Special Tax, the District may adjust the Special Tax levied on all property in the District to provide an amount required to pay interest on and principal of the Series 2025 Bonds, and the amount, if any, necessary to cure delinquencies and replenish the Reserve Fund to an amount equal to the Reserve Requirement for the respective Bonds and to pay Administrative Expenses. The amount of the Special Tax that may be levied against any property in the District, however, is subject to the Maximum Special Tax applicable to it. There is no assurance that the Maximum Special Tax on the property in the District will be sufficient to pay the amounts required to be paid by the Indenture at all times. Additionally, pursuant to the Act, the Special Tax levied in any fiscal year against any parcel of residential property in the District may not be increased as a consequence of delinquency or default by the owners of any other parcels within the District by more than 10% above the amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2025 BONDS — Special Tax."

Payment of the Special Tax is Not a Personal Obligation of the Owners

An owner of a parcel of Taxable Property is not personally obligated to pay the Special Tax. Rather, the Special Tax is an obligation only against the parcel of Taxable Property. If the value of a parcel is not sufficient, taking into account other obligations also payable thereby, to fully secure the Special Tax, the District has no recourse against the owner.

Disclosures to Future Purchasers

The District has recorded a notice of the Special Tax lien in the Office of the County Recorder. While title companies normally refer to such notices in title reports, there can be no guarantee that such reference will be made or, if made, that a prospective purchaser or lender will consider such Special Tax obligation in the purchase of a parcel of land, a home or a commercial or industrial facility in the District or the lending of money thereon. The Act requires the subdivider (or its agent or representative) of a subdivision to notify a prospective purchaser or long-term lessor of any lot, parcel, or unit subject to a Mello–Roos special tax of the existence and maximum amount of such special tax using a statutorily prescribed form. California Civil Code Section 1102.6b

requires that in the case of transfers other than those covered by the above requirement, the seller must at least make a good faith effort to notify the prospective purchaser of the special tax lien in a format prescribed by statute. Failure by an owner of the property to comply with the above requirements, or failure by a purchaser or lessor to consider or understand the nature and existence of the Special Tax, could adversely affect the willingness and ability of the purchaser or lessor to pay the Special Tax when due.

Parity Taxes and Special Assessments

The ability or willingness of a property owner in the District to pay the Special Tax could be affected by the existence of other taxes and assessments imposed upon the property. The Special Tax and any penalties thereon will constitute a lien against the lots and parcels of land on which they will be annually imposed until they are paid. Such lien is on a parity with all special tax and special assessments levied by other agencies and is co-equal to and independent of the lien for general property taxes, other special taxes, and certain special assessments regardless of when they are imposed upon the same property. The Special Tax has priority over all existing and future private liens imposed on the property. In addition, other public agencies whose boundaries overlap those of the District could, with or in some circumstances without the consent of the owners of the land in the District, impose additional taxes or assessment liens on the property in the District in order to finance public improvements to be located inside or outside of the District.

The District has no control over the ability of other entities and districts to issue indebtedness secured by special tax or assessments payable from all or a portion of the property in the District. In addition, the City is not prohibited itself from establishing assessment districts, community facilities districts or other districts which might impose assessments or taxes against property in the District. In the event any additional improvements are financed pursuant to the establishment of an assessment district, community facilities district or other district, any taxes or assessments levied to finance such improvements will have a lien on a parity with the lien of the Special Tax. The imposition of additional liens on a parity with the Special Tax could reduce the ability or willingness of the property owners to pay the Special Tax and increase the possibility that foreclosure proceeds will not be adequate to pay delinquent Special Tax or the principal of and interest on the Series 2025 Bonds when due.

Depletion of Reserve Fund

The Reserve Fund is to be maintained at an amount equal to the Reserve Requirement. Money in said fund may be used to pay debt service on the Series 2025 Bonds in the event the proceeds of the levy and collection of the Special Tax against property in the District are insufficient. If funds in the Reserve Fund are used to pay debt service on the Series 2025 Bonds, the funds can be replenished from the proceeds of the levy and collection of the Special Tax that are in excess of the amount required to pay all amounts to be paid pursuant to the Indenture. No replenishment from the proceeds of a levy of the Special Tax, however, can occur as long as the proceeds that are collected from the levy of the Special Tax at the maximum tax rates, together with other available funds, remain insufficient to pay all such amounts. Thus, it is possible that the Reserve Fund will be depleted by its use to pay such amounts and will not be replenished by the levy of the Special Tax. There is no assurance that the amount in the Reserve Fund will, at any particular time, be sufficient to pay all such amounts or that any amounts of the Reserve Requirement used for debt service on the Series 2025 Bonds will be fully replenished from the proceeds of the levy and collection of the Special Tax.

Bankruptcy and Legal Delays

The payment of the Special Tax and the ability of the District to foreclose the lien of a delinquent unpaid tax, as discussed in "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2025 BONDS," may be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights or by the laws of the State of California relating to judicial foreclosure. In addition, the prosecution of a foreclosure action could be delayed due to crowded local court calendars or delays in the legal process. The various legal opinions to be delivered concurrently with the delivery of the Series 2025 Bonds (including Bond Counsel's approving legal opinion) will be qualified as to the enforceability of the various legal instruments by bankruptcy, insolvency, reorganization,

moratorium and other similar laws affecting creditors' rights, by the application of equitable principles and by the exercise of judicial discretion in appropriate cases.

Although bankruptcy proceedings would not cause the obligation to pay the Special Tax to become extinguished, the bankruptcy of a property owner could result in a delay in prosecuting superior court foreclosure proceedings because federal bankruptcy laws may provide for an automatic stay of foreclosure and sale of tax sale proceedings. Any such delays could increase the likelihood of a delay or default in payment of the principal of and interest on the Series 2025 Bonds and the possibility of delinquent tax installments not being paid in full. Moreover, if the value of the subject property is less than the lien of the Special Tax, such excess could be treated as an unsecured claim by the bankruptcy court. Further, should remedies be exercised under the federal bankruptcy laws against Taxable Property, payment of the Special Tax may be subordinated to bankruptcy law priorities. Thus, certain claims may have priority over the Special Tax in a bankruptcy proceeding even though they would not outside of a bankruptcy proceeding.

FDIC/Federal Government Interests In Properties

The ability of the District to collect interest and penalties specified by the Act and to foreclose the lien of delinquent Special Tax may be limited in certain respects with regard to parcels in which the Federal Deposit Insurance Corporation (the "FDIC"), or other federal government entities such as Fannie Mae or Freddie Mac, has or obtains an interest.

In the case of the FDIC, in the event that any financial institution making a loan which is secured by parcels is taken over by the FDIC and the applicable Special Tax is not paid, the remedies available to the District may be constrained. The FDIC's policy statement regarding the payment of state and local real property taxes (the "Policy Statement") provides that taxes other than *ad valorem* taxes which are secured by a valid lien in effect before the FDIC acquired an interest in a property will be paid unless the FDIC determines that abandonment of its interests is appropriate. The Policy Statement provides that the FDIC generally will not pay installments of non-*ad valorem* taxes which are levied after the time the FDIC acquires its fee interest, nor will the FDIC recognize the validity of any lien to secure payment except in certain cases where the Resolution Trust Corporation had an interest in property on or prior to December 31, 1995. Moreover, the Policy Statement provides that, with respect to parcels on which the FDIC holds a mortgage lien, the FDIC will not permit its lien to be foreclosed out by a taxing authority without its specific consent, nor will the FDIC pay or recognize liens for any penalties, fines or similar claims imposed for the nonpayment of taxes.

The FDIC has taken a position similar to that expressed in the Policy Statement in legal proceedings brought against Orange County, California, in United States Bankruptcy Court and in Federal District Court. The Bankruptcy Court issued a ruling in favor of the FDIC on certain of such claims. Orange County appealed that ruling, and the FDIC cross-appealed. On August 28, 2001, the Ninth Circuit Court of Appeals issued a ruling favorable to the FDIC except with respect to the payment of pre-receivership liens based upon delinquent property tax.

The District is unable to predict what effect the application of the Policy Statement would have in the event of a delinquency with respect to parcels in which the FDIC has or obtains an interest, although prohibiting the lien of the FDIC to be foreclosed out at a judicial foreclosure sale would prevent or delay the foreclosure sale.

In the case of Fannie Mae and Freddie Mac, in the event a parcel of Taxable Property is owned by a federal government entity or federal government sponsored entity, such as Fannie Mae or Freddie Mac, or in the event a private deed of trust secured by a parcel of Taxable Property is owned by a federal government entity or federal government sponsored entity, such as Fannie Mae or Freddie Mac, the ability to foreclose on the parcel or to collect delinquent Special Tax may be limited. Federal courts have held that, based on the supremacy clause of the United States Constitution, in the absence of Congressional intent to the contrary, a state or local agency cannot foreclose to collect delinquent taxes or assessments if foreclosure would impair the federal government interest. This means that, unless Congress has otherwise provided, if a federal government entity owns a parcel

of Taxable Property but does not pay taxes and assessments levied on the parcel (including the Special Tax), the applicable state and local governments cannot foreclose on the parcel to collect the delinquent taxes and assessments.

Moreover, unless Congress has otherwise provided, if the federal government has a mortgage interest in the parcel and the District wishes to foreclose on the parcel as a result of delinquent Special Tax, the property cannot be sold at a foreclosure sale unless it can be sold for an amount sufficient to pay delinquent taxes and assessments on a parity with the Special Tax and preserve the federal government's mortgage interest.

The District's remedies may also be limited in the case of delinquent Special Tax with respect to parcels in which other federal agencies (such as the Internal Revenue Service and the Drug Enforcement Administration) have or obtain an interest.

Geologic, Topographic and Climatic Conditions

The District, like all California communities, may be subject to unpredictable seismic activity, fires, flood, or other natural disasters. Southern California is a seismically active area. Seismic activity represents a potential risk for damage to buildings, roads, bridges and property within the District. In addition, land susceptible to seismic activity may be subject to liquefaction during the occurrence of such event. The District is not located within an identified earthquake study zone.

No known active earthquake faults cross the District and the nearest active earthquake fault to the District is the Chino Fault, located approximately 6.6 miles southwest of the District. Other known regional active faults that could affect the site include the Whittier, Elsinore-Glen Ivy, San Jose, Cucamonga, Sierra Madre, San Jacinto-San Bernardino segment, Puente Hills and San Andreas faults.

The Federal Emergency Management Agency has determined that the District is located in a Zone "X" flood area (an area of minimal flooding, within the 500-year flood plain), and flood insurance will not be required. The area is protected by a levee.

In recent years, portions of Southern California have experienced wildfires that have burned thousands of acres and destroyed thousands of homes and structures, even in areas not previously thought to be prone to wildfires. While the District is not aware of any particular risk of wildfire within the District, there can be no assurances that wildfires won't occur within the District. Property damage due to wildfire could result in a significant decrease in the market value of property in District and in the ability or willingness of property owners to pay the Special Tax when due.

In the event of a severe earthquake, fire, flood or other natural disaster, there may be significant damage to both property and infrastructure in the District. As a result, a substantial portion of the property owners may be unable or unwilling to pay the Special Tax when due. In addition, the value of land in the District could be diminished in the aftermath of such a natural disaster, reducing the resulting proceeds of foreclosure sales in the event of delinquencies in the payment of the Special Tax.

Hazardous Substances

While governmental taxes, assessments, and charges are a common claim against the value of a parcel of Taxable Property, other less common claims may be relevant. One example is a claim with regard to a hazardous substance.

In general, the owners and operators of a parcel of Taxable Property may be required by law to remedy conditions of the parcel relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as "CERCLA" or the "Superfund Act," is the most well-known and widely applicable of these laws, but California laws with regard to hazardous substances are also stringent and similar. Under many of these laws, the owner (or

operator) is obligated to remedy a hazardous substance condition of property whether or not the owner (or operator) has anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the Taxable Property be affected by a hazardous substance is to reduce the marketability and value of the parcel by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition just as is the seller. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of the property that is realizable upon a delinquency and foreclosure.

While the District is not aware that the owner (or operator) of any of Taxable Property has such a current liability with respect to any of the Taxable Property, it is possible that such liabilities do currently exist and that the District is not aware of them. The Developer has also represented to the District that it is not aware of any federally or State classified hazardous substances located on its property within the District.

Further, it is possible that liabilities may arise in the future with respect to any of the Taxable Property resulting from the existence, currently, on the parcel of a substance presently classified as hazardous but which has not been released or the release of which is not presently threatened, or may arise in the future resulting from the existence, currently, on the parcel of a substance not presently classified as hazardous but which may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of a parcel of Taxable Property that is realizable upon a delinquency.

No Acceleration Provision

The Indenture does not contain a provision allowing for the acceleration of the Series 2025 Bonds in the event of a payment default or other default under the terms of the Series 2025 Bonds or the Indenture.

Bonds Are Limited Obligations

Neither the faith and credit nor the taxing power of the District (except to the limited extent set forth in the Indenture), the City, the State, or any political subdivision thereof, is pledged to the payment of the Series 2025 Bonds. The Series 2025 Bonds are limited obligations of the District; and, except as provided in the Indenture, they are payable solely from Net Special Tax Revenues and the other assets pledged therefor under the Indenture. Net Special Tax Revenues could be insufficient to pay debt service on the Series 2025 Bonds as a result of delinquencies in the payment of the Special Tax or the insufficiency of proceeds derived from the sale of land within the District following a delinquency in the payment of the applicable Special Tax. Neither the City nor the District has any obligation to pay debt service on the Series 2025 Bonds in the event of insufficient Net Special Tax Revenues, except to the extent that money is available for such purpose in the Reserve Fund. The District's only obligation with respect to delinquent Special Tax is to pursue judicial foreclosure proceedings under the circumstances described in the Indenture. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2025 BONDS — Covenant for Superior Court Foreclosure."

Loss of Tax Exemption

As discussed under "TAX MATTERS," interest on the Series 2025 Bonds could become includable in gross income for purposes of federal income taxation retroactive to the date of issuance, as a result of acts or omissions of the District subsequent to the issuance of the Series 2025 Bonds in violation of the District's covenants with respect to the Series 2025 Bonds. Should interest become includable in gross income, the Series 2025 Bonds are not subject to redemption by reason thereof and will remain outstanding until maturity or unless earlier redeemed pursuant to optional or mandatory redemption or redemption upon prepayment of the Special Tax.

Potential Early Redemption of Bonds from Special Tax Prepayments

Property owners within the District are permitted to prepay their Special Tax at any time. Such payments will result in a mandatory redemption of Series 2025 Bonds from Special Tax prepayments on the Interest Payment Date for which timely notice may be given under the Indenture following the receipt of such Special Tax prepayment. The resulting redemption of Series 2025 Bonds purchased at a price greater than par could reduce the otherwise expected yield on such Series 2025 Bonds. See "THE SERIES 2025 BONDS — Redemption — Mandatory Redemption from Special Tax Prepayments."

No Teeter Plan

Although the San Bernardino County Board of Supervisors has adopted the Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the "Teeter Plan") which allows each entity levying secured property taxes in the County to draw on the amount of property taxes levied rather than the amount actually collected, as provided for in Section 4701 *et seq*. of the California Revenue and Taxation Code, the District is not included in the Teeter Plan. Consequently, the District may not draw on the County Tax Loss Reserve Fund in the event of delinquencies in Special Tax payments.

Cybersecurity

Municipal agencies, like other business entities, face significant risks relating to the use and application of computer software and hardware. Recently, there have been significant cybersecurity incidents affecting municipal agencies, including a ransomware incident affecting the City of St. Paul, Minnesota, a freeze affecting computer systems of the City of Atlanta, an attack on the City of Baltimore's 911 system, an attack on the Colorado Department of Transportation's computers and an attack that resulted in the temporary closure of the Port of Los Angeles' largest terminal.

The City employs a multi-layer cyber protection scheme. The City implements recommended strategies suggested by security vendors and makes internal system changes as needed. To date, the City has not experienced a significant attack on its computer operating systems. There is no assurance, however, that a future attack or attempted attack would not result in disruption of City operations.

Impact of Economic Conditions on the Development in the District

Certain events and factors which negatively affect the regional, State and national economies could have an adverse effect on the pace at which the merchant builders are able to complete and sell homes and demand by and the ability of individuals to purchase homes within the District. Such events and factors could include rising inflation and interest rates, persistent supply chain issues, pandemics and global market instability caused by war and other hostilities. Any adverse impact of the foregoing and other economic factors on the projects in the District and the real estate market in general cannot be predicted.

Mortgage Interest Rates

Increases in mortgage interest rates could have a negative impact on the estimated absorption rates of the planned for-sale residential units in the District described herein. With respect to entry-level households, increased mortgage interest rates may adversely impact the affordability of homes and may increase mortgage payment levels for owning a lower-priced home relative to renting a residence, thereby making purchasing less attractive. With respect to move-up households, higher mortgage interest rates may impact the desire of current homeowners to move from their present home due to the fact that their present home likely has a relatively low mortgage interest rate. In addition, the new home would likely have a higher interest rate on a new mortgage loan as well as higher purchase price and property taxes. Such considerations may decrease the desire for move-up households to purchase a new home. Any future increases or decreases in mortgage interest rates cannot be predicted.

CONTINUING DISCLOSURE

District Continuing Disclosure Agreement

Pursuant to the District Continuing Disclosure Agreement, the District has agreed to provide, or cause to be provided, to the Electronic Municipal Market Access System of the Municipal Securities Rulemaking Board, which can be found on the Internet at www.emma.msrb.org ("EMMA") on an annual basis, commencing April 1, 2025, certain financial information and operating data concerning the District. The District has further agreed to provide notice to EMMA of certain listed events. The District's covenants have been made in order to assist the Underwriter in complying with Rule 15c2-12 adopted by the Securities and Exchange Commission.

The District has not previously entered into any undertaking with respect to Rule 15c2-12. The City and its related governmental entities (the "City Entities") for whom City staff is responsible for undertaking compliance with continuing disclosure undertakings, however, have previously entered into numerous disclosure undertakings under the Rule 15c2-12 in connection with the issuance of long-term obligations.

In order to ensure ongoing compliance with its continuing disclosure undertakings, the City has designated staff members within the Financial Services Agency with the responsibility of ensuring timely and complete filings. In addition, the City has retained an outside consultant to conduct periodic reviews of City compliance.

Within the last five years, the City and the City Entities have not failed to timely comply with their respective prior continuing disclosure obligations under Rule 15c2-12 in all material respects except that certain information with respect to outstanding indebtedness of the City was not included in the Fiscal Year ended 2021 annual report for the Ontario Public Financing Authority 2017 Lease Revenue Refunding Bonds, the Fiscal Years ended 2021-2024 annual report for the City of Ontario 2020 Taxable Pension Obligations Bonds and Fiscal Year ended 2021 for the Ontario Public Financing Authority 2021 Lease Revenue Refunding Bonds, Series A (Federally Taxable); the City's Fiscal Years 2020-21,2022-23, and 2023-24 audited financial statements were not available at the time of the filing of the 2021,2023 and 2024 respective annual reports. The Fiscal Year 2020-21, 2022-23 and 2023-24 audited financial statement have since been posted and such information is included in the notes to the City's Fiscal Year 2020-21, 2022-23 and 2023-24 audited financial statements. The full text of the form of the District Continuing Disclosure Agreement is set forth in APPENDIX G.

Developer Continuing Disclosure Certificate

Pursuant to the Developer Continuing Disclosure Certificate, Landsea Homes of California, LLC, on behalf of itself and LS-Ontario II, has agreed to provide, or cause to be provided, to EMMA, on a semi-annual basis certain information concerning the Developer and its property ownership and development within the District. Landsea Homes of California, LLC has further agreed to provide notice to EMMA of certain listed events. The Landsea Homes of California, LLC's obligation to provide semi-annual reports and notices of certain listed events will terminate upon the earlier to occur of certain events, including at such time as 268 or more homes in the District have been conveyed to individual homeowners. A default under the Developer Continuing Disclosure Certificate will not, in itself, constitute an Event of Default under the Indenture, and the sole remedy under the Developer Continuing Disclosure Certificate in the event of any failure of Landsea Homes of California, LLC or the dissemination agent, as applicable, to comply with the Developer Continuing Disclosure Certificate will be an action to compel performance. See APPENDIX H — "FORM OF DEVELOPER CONTINUING DISCLOSURE CERTIFICATE" for a description of the specific nature of the semi-annual reports to be filed by Landsea Homes of California, LLC and notices of listed events to be provided by Landsea Homes of California, LLC.

Neither the District nor the City has considered, or reached any conclusion as to, whether or not the Developer is an obligated person under Rule 15c2-12 and takes no responsibility for any such conclusion. Additionally, neither the District nor the City has participated in the preparation, negotiation or implementation of the Developer Continuing Disclosure Certificate or in discussions regarding the form or content thereof. The

District and the City take no responsibility for such form or content or for the adequacy of the Developer Continuing Disclosure Certificate for its intended purpose.

None of the District, the City or the Trustee is a party to the Developer Continuing Disclosure Certificate, and none of the District, the City or the Trustee has any obligation or responsibility to monitor, nor any right or obligation to enforce, compliance by Landsea Homes of California, LLC with its undertaking pursuant to the Developer Continuing Disclosure Certificate, and none of the District, the City or the Trustee will be so monitoring or enforcing such compliance.

TAX MATTERS

In the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the District ("Bond Counsel"), based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Series 2025 Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the "Code") and is exempt from State of California personal income taxes. Bond Counsel is of the further opinion that interest on the Series 2025 Bonds is not a specific preference item for purposes of the federal individual alternative minimum tax. Bond Counsel observes that interest on the Series 2025 Bonds included in adjusted financial statement income of certain corporations is not excluded from the federal corporate alternative minimum tax. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the amount, accrual or receipt of interest on, the Series 2025 Bonds. A complete copy of the proposed form of opinion of Bond Counsel is set forth in APPENDIX D hereto.

To the extent the issue price of any maturity of the Series 2025 Bonds is less than the amount to be paid at maturity of such Series 2025 Bonds (excluding amounts stated to be interest and payable at least annually over the term of such Series 2025 Bonds), the difference constitutes "original issue discount," the accrual of which, to the extent properly allocable to each Beneficial Owner thereof, is treated as interest on the Series 2025 Bonds which is excluded from gross income for federal income tax purposes and exempt from State of California personal income taxes. For this purpose, the issue price of a particular maturity of the Series 2025 Bonds is the first price at which a substantial amount of such maturity of the Series 2025 Bonds is sold to the public (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers). The original issue discount with respect to any maturity of the Series 2025 Bonds accrues daily over the term to maturity of such Series 2025 Bonds on the basis of a constant interest rate compounded semiannually (with straight-line interpolations between compounding dates). The accruing original issue discount is added to the adjusted basis of such Series 2025 Bonds to determine taxable gain or loss upon trade or business disposition (including sale, redemption, or payment on maturity) of such Series 2025 Bonds. Beneficial Owners of the Series 2025 Bonds should consult their own tax advisors with respect to the tax consequences of ownership of Series 2025 Bonds with original issue discount, including the treatment of Beneficial Owners who do not purchase such Series 2025 Bonds in the original offering to the public at the first price at which a substantial amount of such Series 2025 Bonds is sold to the public.

Series 2025 Bonds purchased, whether at original issuance or otherwise, for an amount higher than their principal amount payable at maturity (or, in some cases, at their earlier call date) ("Premium Series 2025 Bonds") will be treated as having amortizable bond premium. No deduction is allowable for the amortizable bond premium in the case of bonds, like the Premium Series 2025 Bonds, the interest on which is excluded from gross income for federal income tax purposes. However, the amount of tax-exempt interest received, and a Beneficial Owner's basis in a Premium Series 2025 Bond, will be reduced by the amount of amortizable bond premium properly allocable to such Beneficial Owner. Beneficial Owners of Premium Series 2025 Bonds should consult their own tax advisors with respect to the proper treatment of amortizable bond premium in their particular circumstances.

The Code imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Series 2025 Bonds. The District has made certain representations and covenanted to comply with certain restrictions, conditions and requirements

designed to ensure that interest on the Series 2025 Bonds will not be included in federal gross income. Inaccuracy of these representations or failure to comply with these covenants may result in interest on the Series 2025 Bonds being included in gross income for federal income tax purposes, possibly from the date of original issuance of the Series 2025 Bonds. The opinion of Bond Counsel assumes the accuracy of these representations and compliance with these covenants. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken), or events occurring (or not occurring), or any other matters coming to Bond Counsel's attention after the date of issuance of the Series 2025 Bonds may adversely affect the value of, or the tax status of interest on, the Series 2025 Bonds. Accordingly, the opinion of Bond Counsel is not intended to, and may not, be relied upon in connection with any such actions, events or matters.

Although Bond Counsel is of the opinion that interest on the Series 2025 Bonds is excluded from gross income for federal income tax purposes and is exempt from State of California personal income taxes, the ownership or disposition of, or the accrual or receipt of amounts treated as interest on, the Series 2025 Bonds may otherwise affect a Beneficial Owner's federal, state or local tax liability. The nature and extent of these other tax consequences depends upon the particular tax status of the Beneficial Owner or the Beneficial Owner's other items of income or deduction. Bond Counsel expresses no opinion regarding any such other tax consequences.

Current and future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause interest on the Series 2025 Bonds to be subject, directly or indirectly, in whole or in part, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent Beneficial Owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals or clarification of the Code or court decisions may also affect, perhaps significantly, the market price for, or marketability of, the Series 2025 Bonds. Prospective purchasers of the Series 2025 Bonds should consult their own tax advisors regarding the potential impact of any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

The opinion of Bond Counsel is based on current legal authority, covers certain matters not directly addressed by such authorities, and represents Bond Counsel's judgment as to the proper treatment of the Series 2025 Bonds for federal income tax purposes. It is not binding on the Internal Revenue Service ("IRS") or the courts. Furthermore, Bond Counsel cannot give and has not given any opinion or assurance about the future activities of the District, or about the effect of future changes in the Code, the applicable regulations, the interpretation thereof or the enforcement thereof by the IRS. The District has covenanted, however, to comply with the requirements of the Code.

Bond Counsel's engagement with respect to the Series 2025 Bonds ends with the issuance of the Series 2025 Bonds, and, unless separately engaged, Bond Counsel is not obligated to defend the District or the Beneficial Owners regarding the tax-exempt status of the Series 2025 Bonds in the event of an audit examination by the IRS. Under current procedures, Beneficial Owners would have little, if any, right to participate in the audit examination process. Moreover, because achieving judicial review in connection with an audit examination of tax-exempt bonds is difficult, obtaining an independent review of IRS positions with which the District legitimately disagrees, may not be practicable. Any action of the IRS, including but not limited to selection of the Series 2025 Bonds for audit, or the course or result of such audit, or an audit of bonds presenting similar tax issues may affect the market price for, or the marketability of, the Series 2025 Bonds, and may cause the District or the Beneficial Owners to incur significant expense.

Payments on the Series 2025 Bonds generally will be subject to U.S. information reporting and possibly to "backup withholding." Under Section 3406 of the Code and applicable U.S. Treasury Regulations issued thereunder, a non-corporate Beneficial Owner of Series 2025 Bonds may be subject to backup withholding with respect to "reportable payments," which include interest paid on the Series 2025 Bonds and the gross proceeds of a sale, exchange, redemption, retirement or other disposition of the Series 2025 Bonds. The payor will be required to deduct and withhold the prescribed amounts if (i) the payee fails to furnish a U.S. taxpayer identification number ("TIN") to the payor in the manner required, (ii) the IRS notifies the payor that the TIN furnished by the payee is incorrect, (iii) there has been a "notified payee underreporting" described in Section 3406(c) of the Code or (iv)

the payee fails to certify under penalty of perjury that the payee is not subject to withholding under Section 3406(a)(1)(C) of the Code. Amounts withheld under the backup withholding rules may be refunded or credited against a Beneficial Owner's federal income tax liability, if any, provided that the required information is timely furnished to the IRS. Certain Beneficial Owners (including among others, corporations and certain tax-exempt organizations) are not subject to backup withholding. The failure to comply with the backup withholding rules may result in the imposition of penalties by the IRS.

ABSENCE OF LITIGATION

In connection with the issuance of the Series 2025 Bonds, Best Best & Krieger LLP ("Issuer's Counsel") will deliver an opinion to the effect that, to Issuer's Counsel's current actual knowledge, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending (notice of which has been served on the City or the District) or to the Issuer's Counsel's current actual knowledge, threatened, wherein an unfavorable decision, ruling or finding, against or affecting the City or the District, would adversely impact the ability of the City or the District to complete the transactions described in, or contemplated by, the Indenture or this Official Statement, restrain or enjoin the collection of the Special Tax, or in any way contest or affect the validity of the Series 2025 Bonds, the Indenture, the Special Tax, or the transactions described herein.

ABSENCE OF RATINGS

The District has not made, and does not contemplate making, application to any rating organization for a rating on the Series 2025 Bonds.

CERTAIN LEGAL MATTERS

The validity of the Series 2025 Bonds and certain other legal matters are subject to the approving opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the District. A copy of the form of such approving opinion is attached hereto as APPENDIX D. Copies of such approving opinion will accompany each Series 2025 Bond. Bond Counsel has not undertaken any responsibility for the accuracy, completeness or fairness of the Official Statement or other offering materials relating to the Series 2025 Bonds and expresses no opinion relating thereto. Certain legal matters will be passed upon for the City and the District by Best Best & Krieger LLP, Ontario, California, as the Issuer's Counsel and by Best Best & Krieger LLP, Riverside, California, as Disclosure Counsel. Certain legal matters will be passed upon for the Underwriter by its counsel, Kutak Rock LLP, Irvine, California.

Although it is serving as Bond Counsel to the District in connection with the issuance and sale of the Series 2025 Bonds, Bond Counsel may represent the Underwriter in connection with other financings and matters unrelated to the Series 2025 Bonds. Disclosure Counsel and the Issuer's Counsel may also represent the Underwriter in connection with other financings and matters unrelated to the Series 2025 Bonds.

UNDERWRITING

The Series 2025 Bonds are being purchased by Samuel A. Ramirez & Co., Inc. (the "Underwriter"). The Underwriter has agreed to purchase the Series 2025 Bonds at a price of $_____ (being the $_____ aggregate principal amount thereof, [plus/less] [net] original issue [premium/discount] of $_____ and less Underwriter's discount of $_____). The purchase agreement relating to the Series 2025 Bonds provides that the Underwriter will purchase all of the Series 2025 Bonds if any are purchased. The obligation to make such purchase is subject to certain terms and conditions set forth in the purchase agreement, the approval of certain legal matters by counsel and certain other conditions.

The Underwriter may offer and sell the Series 2025 Bonds to certain dealers and others at prices lower than the offering price stated on the cover page thereof. The offering price may be changed from time to time by the Underwriter.

FINANCIAL INTERESTS

The fees being paid to the Municipal Advisor, Bond Counsel, Underwriter, and Underwriter's Counsel are contingent upon the issuance and delivery of the Series 2025 Bonds.

MUNICIPAL ADVISOR

The District has retained Urban Futures, Inc., Walnut Creek, California, as municipal advisor (the "Municipal Advisor") for the sale of the Series 2025 Bonds. The Municipal Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or to assume any responsibility for the accuracy, completeness or fairness of the information contained in this Official Statement.

Urban Futures, Inc. is an independent advisory firm and is not engaged in the business of underwriting, trading or distributing municipal or other public securities.

ADDITIONAL INFORMATION

The purpose of this Official Statement is to supply information to prospective buyers of the Series 2025 Bonds. Quotations and summaries and explanations of the Series 2025 Bonds and documents contained in this Official Statement do not purport to be complete, and reference is made to such documents for full and complete statements and their provisions.

The execution and delivery of this Official Statement by the City Manager of the City has been duly authorized by the City Council of the City of Ontario acting in its capacity as the legislative body of the District.

CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 71 (NEUHOUSE PHASE 2)

By: _____
City Manager

APPENDIX A

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 71 (NEUHOUSE PHASE 2)
RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

APPENDIX B

APPRAISAL REPORT

APPENDIX C

PRICE POINT STUDY

APPENDIX D

FORM OF OPINION OF BOND COUNSEL

APPENDIX E

GENERAL INFORMATION CONCERNING THE CITY OF ONTARIO

This appendix sets forth general information about the City of Ontario (the "City") including information with respect to its finances. The following information concerning the City, the County of San Bernardino (the "County") and the State are included only for general background purposes regarding the area encompassing the District. The Series 2025 Bonds are special, limited obligations of the District, payable, as provided in the Indenture, solely from Net Special Tax Revenues and the other assets pledged therefor thereunder. Neither the faith and credit nor the taxing power of the District (except to the limited extent set forth in the Indenture), the City or the State of California (the "State"), or any political subdivision thereof, is pledged to the payment of the Series 2025 Bonds.

The City is located in western San Bernardino County, 35 miles inland from downtown Los Angeles and encompasses 50 square miles. Located in the western part of the Inland Empire region, it lies just east of the Los Angeles county line and is part of the Greater Los Angeles Area. The City is home to the LA/Ontario International Airport which is the 11th busiest cargo airport in the United States. Ontario handles the mass of freight traffic between the ports of Los Angeles and Long Beach and the rest of the country.

Government

The City was incorporated as a general law city in 1891, and is governed by a Mayor and four council members elected at large to serve four-year terms. The City operates under the Council - Manager form of government. The City Council appoints the City Manager who is responsible for the day-to-day administration of City business and the coordination of all departments of the City.

The population growth in the City, County and State is shown on the following chart.

POPULATION ESTIMATES
City of Ontario, County of San Bernardino and State of California
2016-2025

Year[(1)]	City of Ontario	County of San Bernardino	State of California
2016	169,491	2,122,579	39,103,587
2017	172,858	2,139,520	39,352,398
2018	175,083	2,150,017	39,519,535
2019	178,606	2,165,876	39,605,361
2020[(2)]	175,297	2,181,654	39,538,223
2021	175,907	2,179,941	39,369,530
2022	178,591	2,183,077	39,179,680
2023	180,707	2,182,351	39,228,444
2024	182,875	2,200,351	39,420,663
2025	184,404	2,207,424	39,529,101

(1) As of January 1.
(2) As of April 1.
Source: State of California, Department of Finance, E-4 Population Estimates for Cities, Counties and State, 2015-2019, with 2010 Benchmark; E-4 Population Estimates for Cities, Counties and State, 2020-2025, with 2020 Benchmark.

Employment

The following table summarizes the labor force, employment and unemployment figures for the years 2021 through 2025 for the City, the County, the State and the United States.

CIVILIAN LABOR FORCE, EMPLOYMENT AND UNEMPLOYMENT RATE
City of Ontario, San Bernardino County, State of California and United States
2021 through 2025[1]

Year and Area	Labor Force	Employment[2]	Unemployment[3]	Unemployment Rate (%)
2021				
City of Ontario	88,300	82,200	6,200	7.0%
San Bernardino County	989,400	915,500	73,900	7.4
State of California	18,954,600	17,564,900	1,389,700	7.3
United States	161,204,000	152,581,000	8,623,000	5.3
2022				
City of Ontario	90,500	87,000	3,500	3.8
San Bernardino County	1,000,100	958,100	42,000	4.2
State of California	19,218,300	18,393,900	824,400	4.3
United States	164,287,000	158,291,000	5,996,000	3.6
2023				
City of Ontario	92,700	88,800	3,900	4.2
San Bernardino County	1,014,800	967,900	46,800	4.6
State of California	19,471,000	18,551,800	919,200	4.7
United States	167,116,000	161,037,000	6,080,000	3.6
2024				
City of Ontario	93,800	89,500	4,400	4.6
San Bernardino County	1,027,800	975,200	52,600	5.1
State of California	19,644,100	18,600,900	1,043,100	5.3
United States	168,547,000	161,661,000	6,886,000	4.1
2025[4]				
City of Ontario	95,000	89,700	5,300	5.6
San Bernardino County	1,042,700	977,700	65,100	6.2
State of California	19,824,400	18,621,700	1,202,800	6.1
United States	170,342,000	163,106,000	7,236,000	4.2

Note: Data is not seasonally adjusted.
(1) Annual averages, unless otherwise specified.
(2) Includes persons involved in labor-management trade disputes.
(3) The unemployment rate is computed from unrounded data; therefore, it may differ from rates computed from rounded figures in this table.
(4) As of July 2025.
Source: U.S. Department of Labor – Bureau of Labor Statistics, California Employment Development Department. March 2024 Benchmark.

Listed below are the major employers in the City and in the County for Fiscal Year 2023-24.

PRINCIPAL EMPLOYERS
City of Ontario
Fiscal Year 2023-24[1]

Employer	Number of Employees
Ontario International Airport	5,000 to 9,999
United Parcel Service	5,000 to 9,999
Workforce Personnel, Inc.	5,000 to 9,999
Chaffey Union High School	1,000 to 4,999
City of Ontario	1,000 to 4,999
Ontario-Montclair School District	1,000 to 4,999
Primary Care Assoc. Med. Group	1,000 to 4,999
FedEx	500 to 999
The Home Depot	500 to 999
QVC, Inc.	500 to 999

(1) Last year in which information is available.
Source: City of Ontario Annual Comprehensive Financial Report for Fiscal Year ended June 30, 2024.

PRINCIPAL EMPLOYERS
San Bernardino County
Fiscal Year 2023-24

Rank	Name of Business	Approximate No. of San Bernardino County Employees[1]	Type of Business
1	Loma Linda University Medical Center	≥10,000	Medical Center
2	San Bernardino County	≥10,000	Public Administration
3	Amazon	≥10,000	Electronic Commerce
4	Ontario International Airport	5,000-9,999	Airport
5	Dignity Health Community Hospital of San Bernardino	5,000-9,999	Medical Center
6	Burlington Distribution Corp	1,000-4,999	Distribution
7	California State University, San Bernardino	1,000-4,999	Education
8	Environmental Systems Research Institute	1,000-4,999	Research
9	Fedex Ground	1,000-4,999	Postal
10	Inland Empire Health Plan	1,000-4,999	Health Plan

(1) Due to confidentiality of reporting number of employees, ranges have been provided.
Source: San Bernardino County Annual Comprehensive Financial Report for Fiscal Year ended June 30, 2024.

Industries

Residents of the City find employment throughout the Riverside-San Bernardino-Ontario Labor Market Area. This labor market area, as defined for reporting purposes by the California Employment Development Department, has boundaries coterminous with those of Riverside and San Bernardino Counties. The following table sets forth certain employment data for the Riverside - San Bernardino-Ontario Metropolitan Statistical Area and the County for the period from 2021 through 2025.

RIVERSIDE-SAN BERNARDINO-ONTARIO METROPOLITAN STATISTICAL AREA
INDUSTRY EMPLOYMENT & LABOR FORCE - BY ANNUAL AVERAGE

	2021	2022	2023	2024	2025[1]
Civilian Labor Force	2,120,600	2,148,700	2,171,500	2,209,100	2,240,900
Civilian Employment	1,964,300	2,058,400	2,068,800	2,093,800	2,098,500
Civilian Unemployment	156,300	90,200	102,700	115,300	142,400
Civilian Unemployment Rate	7.4%	4.2%	4.7%	5.2%	6.4%
Total Farm	13,700	13,800	13,200	13,700	13,000
Total Nonfarm	1,575,100	1,660,200	1,681,000	1,700,400	1,694,800
Total Private	1,333,100	1,410,200	1,420,700	1,430,200	1,426,800
Goods Producing	207,700	216,300	215,300	212,900	205,800
Mining & Logging	1,400	1,500	1,500	1,600	1,500
Construction	110,100	114,700	115,400	116,200	111,900
Manufacturing	96,100	100,000	98,500	95,200	92,400
Service Providing	1,367,400	1,443,900	1,465,700	1,487,500	1,489,000
Trade, Transportation & Utilities	443,200	464,900	457,900	456,400	450,400
Wholesale Trade	67,400	69,500	68,900	68,600	68,700
Retail Trade	177,000	181,000	183,000	182,600	180,500
Transportation, Warehousing & Utilities	198,800	214,400	206,000	205,200	201,200
Information	12,500	13,000	13,300	13,000	12,800
Financial Activities	45,200	46,000	44,900	44,100	42,700
Professional & Business Services	166,600	173,900	164,400	161,800	160,800
Private Education & Health Services	254,300	267,900	287,800	306,000	320,700
Leisure & Hospitality	160,200	180,900	187,600	185,300	182,700
Other Services	43,600	47,400	49,400	50,700	50,900
Government	242,000	250,000	260,200	270,200	268,000
Total, All Industries	1,588,800	1,674,000	1,694,100	1,714,100	1,707,800

[1] As of July 2025.

Note: Does not include proprietors, self-employed, unpaid volunteers or family workers, domestic workers in households and persons involved in labor-management trade disputes. Employment reported by place of work. Items may not add to total due to independent rounding. The "Total, All Industries" data is not directly comparable to the employment data found in this Appendix E.

Source: State of California, Employment Development Department, March 2024 Benchmark.

Personal Income

The following tables show the personal income and per capita personal income for the City, County, State of California and United States from 2015 through 2024.

PERSONAL INCOME
City of Ontario, County of San Bernardino, State of California, and United States
2015-2024

Year	City of Ontario	County of San Bernardino	California	United States
2015	3,224,189	74,081,824	2,097,049,575	15,467,113,000
2016	3,159,733	77,453,102	2,191,138,011	15,884,741,000
2017	3,444,006	80,031,472	2,295,048,653	16,658,962,000
2018	3,474,794	83,514,331	2,411,055,136	17,514,402,000
2019	3,826,610	89,182,422	2,537,950,599	18,343,601,000
2020	4,114,067	99,009,671	2,769,103,000	19,600,945,000
2021	4,566,417	109,085,530	3,009,556,600	21,403,979,000
2022	4,392,483	106,853,756	3,003,826,100	22,077,232,000
2023	4,778,601	112,402,797	3,166,135,400	23,380,269,000
2024	5,351,829	--[1]	3,372,090,500	24,632,679,600

Note: Dollars in Thousands.
[1] County of San Bernardino figures for calendar year 2024 not yet available.
Source: U.S. Department of Commerce, Bureau of Economic Analysis and City of Ontario Annual Comprehensive Financial Report for Fiscal Year ended June 30, 2024.

PER CAPITA PERSONAL INCOME[1]
City of Ontario, County of San Bernardino, State of California, and United States
2015-2024

Year	City of Ontario	County of San Bernardino	California	United States
2015	19,068	35,179	53,817	48,060
2016	18,601	36,422	55,863	48,971
2017	19,761	37,311	58,214	51,004
2018	19,761	38,663	60,984	53,309
2019	21,129	41,079	64,174	55,547
2020	22,237	45,347	70,065	59,114
2021	24,682	49,741	76,887	64,450
2022	24,682	48,683	76,741	66,096
2023	26,687	51,194	80,771	69,418
2024	29,332	--[2]	85,518	72,425

[1] Per capita personal income is the total personal income divided by the total mid-year population estimates of the U.S. Bureau of the Census. All dollar estimates are in current dollars (not adjusted for inflation).
[2] County of San Bernardino figures for calendar year 2024 not yet available.
Source: City of Ontario Annual Comprehensive Financial Report for Fiscal Year ended June 30, 2024; Bureau of Economic Analysis for County, State and U.S.

Assessed Valuation

The table below sets forth the City's assessed valuation of property for Fiscal Years 2014-15 through 2023-24.

ASSESSED VALUATION OF TAXABLE PROPERTY
City of Ontario
Fiscal Years 2014-15 to 2023-24
(Dollars in Thousands)

	City			
Fiscal Year Ended June 30	Secured Value	Unsecured Value	Less Exemptions	Taxable Assessed Value
2015	12,413,859	2,552,384	(108,252)	14,857,991
2016	13,124,582	2,611,079	(105,864)	15,629,797
2017	13,781,901	2,543,614	(109,080)	16,216,435
2018	14,844,332	2,624,317	(108,915)	17,359,734
2019	16,575,762	2,814,842	(108,701)	19,281,903
2020	18,181,749	2,910,729	(110,654)	20,981,823
2021	19,529,581	3,147,303	(111,223)	22,565,661
2022	21,666,906	3,257,643	(112,096)	24,812,452
2023	25,470,365	2,423,770	(109,103)	27,785,032
2024	28,446,187	2,547,814	(109,714)	30,994,001

Source: City of Ontario.

PROPERTY TAX LEVIES AND COLLECTIONS
City of Ontario
Fiscal Years 2014-15 to 2023-24
(Dollars in Thousands)

		Collected within the Fiscal Year of Levy			Total Collections to Date	
Fiscal Year Ended June 30	Taxes Levied for the Fiscal Year	Amount	Percent of Levy	Collections in Subsequent Years	Amount	Percent of Levy
2015	$25,868,724	$25,584,269	98.90%	$768,052	$26,352,321	101.87%
2016	27,397,660	27,022,201	98.63	755,577	27,777,778	101.39
2017	28,598,396	28,237,630	98.74	628,491	28,866,121	100.94
2018	30,476,605	30,258,907	99.29	662,586	30,921,494	101.46
2019	33,855,137	33,811,751	99.87	275,397	34,087,147	100.69
2020	36,873,998	36,420,730	98.77	332,350	36,753,080	99.67
2021	39,726,164	39,415,629	99.22	341,296	39,756,925	100.08
2022	43,670,142	43,614,885	99.87	496,967	44,111,852	101.01
2023	49,348,272	49,693,817	100.70	948,837	50,642,654	102.62
2024	55,422,768	54,818,657	98.91	1,336,307	56,154,964	101.32

Source: City of Ontario.

Tax Levy and Tax Collection

Below is a chart which indicates the tax levy and collection records for the City from the 2014-15 through 2023-24 Fiscal Years.

PROPERTY TAX LEVIES AND COLLECTIONS
City of Ontario
Fiscal Years 2014-15 to 2023-24

Fiscal Year Ending June 30	Percent of Levy Collected	Total Tax Collections to Tax Levy to Date[1]
2015	101.87%	$26,352,321
2016	101.39	27,777,778
2017	100.94	28,866,121
2018	101.46	30,921,494
2019	100.69	34,087,147
2020	99.67	36,753,080
2021	100.08	39,756,925
2022	101.01	44,111,852
2023	102.62	50,642,654
2024	101.32	56,154,964

(1) Beginning with the City's Comprehensive Annual Financial Report for the year ending June 30, 2019, the City did not include in its reported property tax collections pass-through payments related to the former Ontario Redevelopment Agency or Redevelopment Property Tax Trust Fund residual payments. The historical property tax collection amounts have been adjusted to reflect this change.

Source: City of Ontario.

Largest Taxpayers

The principal property taxpayers in the City for Fiscal Year 2023-24, as compared to Fiscal Year 2014-15, are as follows:

PRINCIPAL PROPERTY TAXPAYERS
City of Ontario
Fiscal Year 2023-24 Compared to Fiscal Year 2014-15

	2024		2015	
Taxpayer	Taxable Value ($)	% of Total City Taxable Value (%)	Taxable Value ($)	% of Total City Taxable Value (%)
Prologis Inc	$1,438,166,872	3.57%	$ 331,624,978	1.66%
United Parcel Service Company	526,706,551	1.31	402,477,526	2.01
Ontario Mills LP	438,295,832	1.09	370,956,391	1.86
Costco Wholesale Corporation	402,837,408	1.00	-	-
Ontario Lan Ventures LLC	378,882,004	0.94	-	-
Rexford Express Corporation	375,759,895	0.93	-	-
Federal Express Corporation	352,759,895	0.88	-	-
WRPV XIV Ontario TA LLC	316,287,710	0.79	-	-
Vineyard Industrial LLC	308,296,317	0.77	-	-
Palmer Ontario Properties LP	290,893,063	0.72	-	-
Catellus Finance 1 LLC	-	-	216,766,955	1.08
Comref So California Industrial	-	-	133,480,151	0.67
Majestic-CCC IV Partners	-	-	127,104,500	0.64
Niagara Bottling LLC	-	-	124,580,842	0.62
Southwest Airlines Company INC	-	-	100,202,023	0.50
Terracina Ontario Riverside LLC	-	-	95,514,284	0.48
Camden Landmark LLC	-	-	31,046,244	0.46
Total Top 10 Taxpayers	$4,828,954,601	12.00%	$1,993,753,894	9.98%
Total Taxable Value	$40,283,275,055	100.00%	$19,995,108,986	100.00%

Source: City of Ontario.

Taxable Sales

The table below presents taxable sales for the years 2015 through 2024 for the City.

TAXABLE SALES
City of Ontario
2015 through 2024
(Dollars in Thousands)

Year	Retail and Food Permits	Retail and Food Taxable Transactions	Total Permits	Total Outlets Taxable Transactions
2015[1]	4,867	$4,279,949[1]	7,580	$7,174,748[1]
2016	4,875	4,634,312	7,658	8,124,276
2017	4,974	4,775,352	7,888	7,670,947
2018	5,194	4,850,172	8,435	7,939,125
2019	5,306	4,953,629	8,830	8,186,154
2020	5,692	4,416,993	9,543	7,584,137
2021	5,386	5,798,203	9,138	9,565,256
2022	5,646	6,812,383	9,632	10,852,564
2023	5,716	6,329,769	9,749	10,242,831
2024	5,975	7,051,939	10,059	11,068,766

[1] Beginning in 2015, the outlet counts in these reports show the number of outlets that were active during the reporting period. Retailers that operate part-time are now tabulated with store retailers. Industry-level data for 2015 are not comparable to that of prior years.

Source: California Department of Tax and Fee Administration.

The table below presents taxable sales for the years 2015 through 2024 for the County.

TAXABLE SALES
San Bernardino County
2015 through 2024
(Dollars in Thousands)

Year	Retail and Food Permits	Retail and Food Taxable Transactions	Total Permits	Total Outlets Taxable Transactions
2015[1]	37,696	$23,384,548[1]	56,128	$35,580,276[1]
2016	38,370	24,477,003	57,629	37,216,551
2017	39,067	25,603,171	58,956	38,399,373
2018	39,837	26,905,784	61,838	40,554,024
2019	40,964	27,585,905	64,771	41,768,748
2020	44,330	28,745,277	71,145	43,265,512
2021	40,801	38,345,912	66,585	55,378,097
2022	41,690	40,048,059	68,480	59,992,846
2023	40,632	38,103,700	67,336	57,933,854
2024	41,239	38,757,464	68,447	58,819,796

[1] Beginning in 2015, the outlet counts in these reports show the number of outlets that were active during the reporting period. Retailers that operate part-time are now tabulated with store retailers. Industry-level data for 2015 are not comparable to that of prior years.

Source: Taxable Sales in California, California Department of Tax and Fee Administration.

Transportation

Because Ontario is a major hub for passengers and freight, the City is also served by several major freeways. Interstate 10 and the Pomona Freeway (State Route 60) run east-west through the City. Interstate 10 is north of the Ontario airport while the Pomona freeway is south of the airport. Interstate 15 runs in the north-south directions at the eastern side of the City. State Route 83, also known as Euclid Avenue, also runs in the north-south direction at the western side of the City.

The City maintains an Amtrak station which is served by the Sunset Limited and Texas Eagle lines. Ontario also has a Metrolink station off of Haven Avenue. It connects Ontario with much of the Greater Los Angeles area, Orange County and the San Fernando Valley. Public bus transportation is provided by Omnitrans. Rail service is provided by Burlington Northern Santa Fe and Union Pacific.

The Ontario International Airport is a medium-hub, full-service airport, which offers more than 70 daily flights to cities in the U.S., Mexico and Taiwan and is served by AeroMexico, Alaska Airlines, American Airlines, China Airlines, Delta Air Lines, Frontier, JetBlue, Southwest Airlines, United Airlines/United Express and Volaris. The airport's service area includes a population of approximately six million in San Bernardino and Riverside counties, and portions of Orange and Los Angeles counties. The Ontario International Airport was previously operated by the Department of Airports of the City of Los Angeles (the "Department"). Following protracted litigation among the Department, the City of Ontario and the Ontario International Airport Authority, a joint powers authority was formed by the City of Ontario and the County of San Bernardino (the "Airport Authority"). The Airport Authority assumed ownership and control of the management and operation of the Ontario International Airport on November 1, 2016.

With approximately 570,000 square feet and 28 passenger gates within two terminals and one international terminal, Ontario International Airport is the Western States Regional Terminal for United Parcel Service. In 2023 approximately 6.4 million passengers used the airport and cargo shipments decreased approximately 11.8% from the previous year.

APPENDIX F

SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE

The following is a summary of certain provisions of the Indenture which are not described elsewhere in the Official Statement. This summary does not purport to be comprehensive, and reference should be made to the Indenture for a full and complete statement of their provisions.

[TO COME FROM BOND COUNSEL]

APPENDIX G

FORM OF DISTRICT
CONTINUING DISCLOSURE AGREEMENT

APPENDIX H

FORM OF DEVELOPER CONTINUING DISCLOSURE CERTIFICATE

DEVELOPER CONTINUING DISCLOSURE CERTIFICATE

of

LANDSEA HOMES OF CALIFORNIA, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
Dated as of [CLOSING DATE]

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 71 (NEUHOUSE PHASE 2)
SPECIAL TAX BONDS, SERIES 2025

DEVELOPER CONTINUING DISCLOSURE CERTIFICATE

THIS DEVELOPER CONTINUING DISCLOSURE CERTIFICATE (this "**Disclosure Certificate**"), dated as of [_____], 2025, is executed by Landsea Homes of California LLC, a Delaware limited liability company (the "**Developer**"), on behalf of itself and LS-Ontario II LLC, a Delaware limited liability company ("LS-Ontario II"), in connection with the issuance by the City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2) (the "**Community Facilities District**") of the City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2) Special Tax Bonds, Series 2025 (the "**Series 2025 Bonds**"), in the aggregate principal amount of $[_____] pursuant to that certain Indenture, dated as of November 1, 2025 (the "**Indenture**"), by and between the Community Facilities District and Zions Bancorporation, National Association, a national banking association organized and existing under the laws of the United States of America, as trustee (the "**Trustee**").

W I T N E S S E T H :

WHEREAS, the Series 2025 Bonds are payable from and secured by special taxes levied on certain of the property within the Community Facilities District;

WHEREAS, the Developer is developing a portion of the property within the Community Facilities District that is described in the Official Statement as the "Peri," and "Rubi" neighborhoods, and LS-Ontario II is developing a portion of the property within the Community Facilities District that is described in the Official Statement as the "Eave" neighborhood; and

WHEREAS, this Disclosure Certificate is being executed and delivered by the Developer for the benefit of the owners and beneficial owners of the Series 2025 Bonds.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the Developer hereby agrees as follows:

Section 1. **Definitions.** Unless the context otherwise requires, the terms defined in this Section shall for all purposes of this Disclosure Certificate have the meanings herein specified. Capitalized undefined terms used herein shall have the meanings ascribed thereto in this Disclosure Certificate or the Indenture.

"Affiliate" means with respect to the Developer, means any other Person (i) who directly, or indirectly through one or more intermediaries, is currently controlling, controlled by or under common control with the Developer, and (ii) for whom information, including financial information or operating data, concerning such Person is material to potential investors in their evaluation of the Community Facilities District and investment decision regarding the Bonds (i.e., information regarding such Person's assets or funds that would materially affect the Developer's ability to develop the Property as described in the Official Statement or to pay its Special Taxes on the Property (to the extent the responsibility of the Developer) prior to delinquency). For purposes hereof, the term "control" (including the terms "controlling," "controlled by" or "under common control with") means the present possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. Notwithstanding the foregoing, for purposes of this Disclosure Certificate, LS-Ontario II is an Affiliate of the Developer. The Land Banks are not Affiliates of the Developer or LS-Ontario II.

"Assumption Agreement" means an undertaking by a Major Owner (or Affiliate thereof) for the benefit of the holders and beneficial owners of the Series 2025 Bonds containing terms substantially similar to this Disclosure Certificate (as modified for such Major Owner's development and financing plans with respect to the Community Facilities District), whereby such Major Owner or Affiliate agrees to provide Periodic Reports and notices of significant events, setting forth the information described in Sections 3 and 4 hereof, respectively, with respect to the portion of the property in the Community Facilities District owned by such Major Owner and its Affiliates and, at the option of the Developer or such Major Owner, agrees to indemnify the Dissemination Agent (if any) pursuant to a provision substantially in the form of Section 11

hereof. As set forth in Section 6(b), the sale of property to a Major Owner shall not require the execution of an Assumption Agreement if such Major Owner is already a party to a continuing disclosure certificate in form and substance similar to this Disclosure Certificate with respect to the Series 2025 Bonds, and under which the property conveyed to such Major Owner will become subject to future Semi-Annual Reports. In addition, the conveyance of property from the Landbanks to the Developer under the Option Agreements is subject to this Disclosure Certificate and shall not require the Developer to enter into an Assumption Agreement.

"Community Facilities District" means the City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2), a community facilities district organized and existing under the laws of the State.

"Development Plan" means, with respect to a Major Owner, the specific improvements such Major Owner intends to make, or cause to be made, in order for such Major Owner's Property to be fully developed within the time frame in which such improvements are intended to be made and the estimated costs of such improvements; the Developer's Development Plan, as of the date hereof, is described in the Official Statement under the caption "PROPERTY OWNERSHIP AND THE DEVELOPMENT – Development Plan."

"Dissemination Agent" means, initially, the Developer, or any Dissemination Agent designated in writing by the Developer and which has filed with the Developer and the Community Facilities District a written acceptance of such designation.

"Financing Plan" means, with respect to a Major Owner, the method by which such Major Owner intends to finance its Development Plan, including specific sources of funding for such Development Plan; the Developer's Financing Plan, as of the date hereof, is described in the Official Statement under the caption "PROPERTY OWNERSHIP AND THE DEVELOPMENT – Developer's Financing Plan."

"Indenture" means that certain Indenture, dated as of November 1, 2025, by and between the Community Facilities District and Zions Bancorporation, National Association, as originally executed and as it may be amended or supplemented from time to time in accordance with its terms.

"Landbanks" means, collectively, AG EHC II (LSEA) CA2, L.P., a Delaware limited partnership, and MRP HNHB LLC, a Delaware limited liability company, the landbanks for the Developer and LS-Ontario II pursuant to the Option Agreements.

"Listed Events" means any of the events listed in subsection (a) of Section 4 hereof.

"**Major Owner**" means, as of any date of determination, a Person that, together with the Person's Affiliates, owns, or has under option, 67 or more of the 335 taxable parcels in the Community Facilities District. As of the date of this Disclosure Certificate, the Developer and LS-Ontario II are Major Owners. During the term of the Option Agreements, the Landbanks shall not be considered Major Owners.

"MSRB" means the Municipal Securities Rulemaking Board or any other entity designated or authorized by the Securities and Exchange Commission to receive continuing disclosure reports pursuant to the Rule. Until otherwise designated by the MSRB or the Securities and Exchange Commission, filings with the MSRB are to be made through the Electronic Municipal Market Access ("EMMA") website of the MSRB, currently located at http://emma.msrb.org.

"Official Statement" means the Official Statement dated [_____], relating to the Series 2025 Bonds.

"Option Agreements" means, collectively, the Option Agreement (DUSA, California), dated August 17, 2023, entered into between the Developer and AG EHC II (LSEA) CA2, L.P., and the Option Agreement (Vander Eyk Project), effective June 25, 2025, entered between LS-Ontario II and MRP HNHB LLC, as amended and assigned and as they may be amended from time to time.

"Participating Underwriter" means Samuel A. Ramirez & Co., Inc., the original underwriter of the Series 2025 Bonds.

"Person" means an individual, a corporation, a partnership, an association, a limited liability company, a joint stock company, a trust, any unincorporated organization or a government or political subdivision thereof.

"Planned Development Stage" means the stage of development to which the Developer intends to develop the Property, as described in the Official Statement, which is the construction of finished homes.

"Property" means, as of any date of determination, (A) the real property within the boundaries of the Community Facilities District that is owned by (i) the Developer, (ii) any Affiliate of the Developer, (iii) the Landbanks (during the term of the Option Agreements), and (B) the property in the Community Facilities District that has been conveyed by the Developer, or any Affiliate of the Developer, to a Major Owner who has not assumed the Developer's obligations under this Disclosure Certificate under Section 6(b) that is owned by such Major Owner. Property as of any date of determination does not include real property within the boundaries of the Community Facilities District that that is exempt from the Special Taxes, is the subject of an Assumption Agreement or has been conveyed to individual homeowners.

"Report Dates" mean June 1 and December 1 of any year. If, in any year, the Report Date Falls on a Saturday, Sunday, or a holiday, such Report Date shall be extended to the next following day that is not a Saturday, Sunday, or Holiday.

"Rule" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"Second Report Date" means June 1 of each year.

"Semi-Annual Report" means any Semi-Annual Report provided by the Developer pursuant to, and as described in, Sections 2 and 3 hereof.

"Special Taxes" means special taxes of the Community Facilities District.

"Trustee" means Zions Bancorporation, National Association, as Trustee under the Indenture, or any successor thereto as Trustee thereunder, substituted in its place as provided therein.

Section 2. Provision of Semi-Annual Reports. (a) So long as the Developer's obligations hereunder have not been terminated pursuant to Section 6, the Developer shall, or shall cause the Dissemination Agent (if any) to, provide to the MSRB a Semi-Annual Report that is consistent with the requirements of Section 3 hereof, not later than each Report Date, commencing with June 15, 2026. If, in any year, a Report Date falls on a day that is not a Business Day, such deadline shall be extended to the next following Business Day.

(b) Not later than 15 calendar days prior to the date specified in subsection (a) of this Section for the providing of the Semi-Annual Report to the MSRB, the Developer shall provide the Semi-Annual Report to the Dissemination Agent (if any) or shall provide notification to the Dissemination Agent that the Developer is preparing, or causing to be prepared, the Semi-Annual Report and the date which the Semi-Annual Report is expected to be available. If by such date, the Dissemination Agent has not received a copy of the Semi-Annual Report or notification from the Developer that the Developer intends to file the Semi-Annual Report, the Dissemination Agent shall contact the Developer to determine if the Developer is in compliance with the first sentence of this subsection (b). The Semi-Annual Report may be submitted as a single document or as separate documents comprising a package, and may incorporate by reference other information as provided in Section 3 of this Disclosure Certificate.

(c) If the Developer does not provide, or does not cause the Dissemination Agent to provide, a Semi-Annual Report to the MSRB by the Report Date as required in subsection (a) above, the Developer or the

Dissemination Agent shall, in a timely manner, send a notice to the MSRB in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall:

(i) Provide each Semi-Annual Report received by it to the MSRB, as provided herein; and

(ii) To the extent the Semi-Annual Report has been furnished to it, file a report with the Developer (if the Dissemination Agent is other than the Developer), the Community Facilities District, and the Participating Underwriter certifying that such Semi-Annual Report has been provided pursuant to this Disclosure Certificate and stating the date it was provided to the MSRB.

Section 3. **Content of Semi-Annual Reports.** Each Semi-Annual Report shall contain or incorporate by reference the following as of a date not more than sixty (60) days prior to the applicable Report Date:

(a) The following information:

(i) A description of the progress made in the Development Plan for the Property since the date of the Official Statement or the most recent Semi-Annual Report, including a description of any significant changes in such Development Plan and the causes or rationale for such changes.

(ii) To the extent not previously disclosed in a prior Semi-Annual Report, a discussion of any material change in the respective sources of funds of each Major Owner to finance their development of the Property as disclosed in their Financing Plan, and an estimate of the remaining costs to be spent by the Developer to reach the Planned Development Stage.

(iii) An update to the following tables, which summarize ownership of the residential lots within the Community Facilities District as of October 1, 2025:

Status of Ownership

Information as of October 1, 2025	
Owned by Developer and its Affiliates (LS-Ontario II)	[__]
Owned by Landbanks	138
Owned by third-party investor and leased back to Developer or LS-Ontario II[(1)]	11
Owned by Homeowners	[ ]
TOTAL	335

Status of Development of Units Owned by the Developer, LS-Ontario II, and Landbanks[(2)]

Information as of October 1, 2025	
Completed Homes	
Homes Under Construction	
Finished Pad/Lot Condition[(3)]	
TOTAL	

(1) Represents the model homes.

(2) As of the date of the Official Statement, the Developer and LS-Ontario II are the only Major Owners in the Community Facilities District.

(3) [__] of such lots have been issued a building permit but signification construction has not yet commenced.

(vi) An update of the status of any previously reported Listed Event described in Section 4 hereof.

(b) In addition to any of the information expressly required to be provided under the preceding paragraph (a), the Developer shall provide such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading. Major Owners that are Affiliates of each other may file a single Semi-Annual Report covering all such entities. Any or all of the items listed above may be included by specific reference to other documents that have been made available to the public on the MSRB's website or through the Securities and Exchange Commission's EDGAR database. The Developer shall clearly identify each such other document so included by reference.

Section 4. **Reporting of Significant Events.** (a) So long as the Developer's obligations hereunder have not been terminated pursuant to Section 6, pursuant to the provisions of this Section, the Developer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Property, if material under clauses (b) and (c), in a timely manner not later than ten business days after obtaining knowledge of the occurrence of the event:

(i) Any conveyance by a Major Owner of any portion of a parcel of Property owned by such Major Owner or any Affiliate of a Major Owner to an entity that is not an Affiliate of a Major Owner, the result of which conveyance is to cause such entity to become a Major Owner.

(ii) Any failure of a Major Owner, or any Affiliate of a Major Owner owning any Property, to pay prior to delinquency any general property taxes or assessments with respect to such Property (to the extent the responsibility of such Major Owner or such Affiliate) that wasn't promptly cured.

(iii) Any denial or termination of credit, any denial or termination of, or default under, any line of credit or loan or any other loss of a source of funds that could have a material adverse effect on a Major Owner's Financing Plan or Development Plan as most recently disclosed in the Official Statement or a Semi-Annual Report or on the ability of a Major Owner, or any Affiliate of a Major Owner owning any Property, to pay the Special Taxes with respect to the Property owned by such Major Owner or such Affiliate prior to delinquency (to the extent the responsibility of such Major Owner or such Affiliate).

(iv) Bankruptcy, insolvency, receivership or similar event of a Major Owner or an Affiliate of a Major Owner owning any Property. For purposes of this paragraph, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for a Major Owner or an Affiliate of a Major Owner owning any Property in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of a Major Owner or an Affiliate of a Major Owner owning any Property, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of such a Major Owner or an Affiliate of a Major Owner owning any Property.

(v) The sale of all or substantially all of the assets of a Major Owner or an Affiliate of a Major Owner owning any Property, to an entity that is not an Affiliate of a Major Owner or the Landbanks.

(vi) Any significant amendments to land use entitlements for the Property, if material.

(vii) Any previously undisclosed governmentally-imposed preconditions to commencement or continuation of development on Property, if material.

(viii) Any previously undisclosed legislative, administrative or judicial challenges to development on Property, if material.

(ix) Any changes, if material, in the alignment, design or likelihood of completion of significant public improvements affecting Property, including major thoroughfares, sewers, water conveyance systems and similar facilities.

(x) The assumption of any obligations by a Major Owner pursuant to Section 6 hereof.

(b) Whenever the Developer obtains knowledge of the occurrence of a Listed Event, the Developer shall as soon as possible determine if such event would be material under applicable federal securities laws.

(c) If the Developer determines that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the Developer shall, or shall cause the Dissemination Agent to, file a notice of the occurrence of such Listed Event with the MSRB, the Community Facilities District, and the Participating Underwriter within ten business days of obtaining knowledge of such occurrence.

Section 5. **Format for Filings with MSRB.** Any report or filing with the MSRB pursuant to this Disclosure Certificate must be submitted in electronic format, accompanied by such identifying information as is prescribed by the MSRB.

Section 6. **Duration of Reporting Obligation.** (a) All the Developer's obligations hereunder shall commence on the date hereof and terminate (except as provided in Section 11) on the earliest to occur of the following:

(i) upon the legal defeasance, prior redemption or payment in full of all the Series 2025 Bonds, or

(ii) at such time as the Developer is no longer a Major Owner and is no longer obligated hereunder as to any other Major Owner, including the Landbanks (in the event either Option Agreement is terminated and the Landbank is then a Major Owner) pursuant to subsection (b) below, or

(iii) the date on which the Special Taxes attributable to the Property are paid or prepaid in full.

If the obligations of the Developer under this Disclosure Certificate terminate prior to the final maturity of the Series 2025 Bonds, the Developer shall give, or cause to be given, notice of the termination of its obligations under this Disclosure Certificate in the same manner as for a Listed Event under Section 4.

(b) The Developer's obligations hereunder shall terminate with respect to any portion of the Property on the date such portion of the Property is sold to a Person that is not a Major Owner. If any portion of the Property is sold to a Major Owner or if an Option Agreement is terminated and the Landbank would be a Major Owner, the Developer shall remain obligated hereunder with respect to such Property unless the obligations have been assumed by the Major Owner or such Landbank (if such Landbank is then a Major Owner), as applicable, pursuant to an Assumption Agreement. The Developer's obligations under this Disclosure Certificate with respect to a Major Owner or the Landbanks (if either Option Agreement is terminated and either Landbank is then a Major Owner) that has not executed an Assumption Agreement shall terminate upon the earlier to occur of (i) the date on which the Developer's obligations with respect to such Major Owner or the Landbanks are assumed under an Assumption Agreement entered into pursuant to this Section 6(b), or (ii) the date on which the Major Owner or either Landbank is no longer considered a Major Owner. The Developer shall provide a copy of the executed Assumption Agreement to the Community Facilities District and the Participating Underwriter. A Major Owner, however, shall not be required to enter into an Assumption Agreement if such Major Owner is already a party to a continuing disclosure certificate in form and substance similar to this Disclosure Certificate with respect to the Series 2025 Bonds, and under which the property conveyed to such Major Owner will become subject to future Semi-Annual Reports. In addition, the conveyance of property from the Landbanks to the Developer or LS-

Ontario II under the Option Agreements is subject to this Disclosure Certificate and shall not require the Developer or LS-Ontario II to enter into an Assumption Agreement.

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Section 7. Dissemination Agent. The Developer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign by providing 30 days' written notice to the Developer. The Developer shall be responsible for paying the fees and expenses of the Dissemination Agent.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Developer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of subsection (a) of Section 2 hereof, Section 3 hereof or subsection (a) of Section 4 hereof, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Developer, or the type of business conducted; and

(b) The proposed amendment or waiver (i) is approved by owners of the Series 2025 Bonds in the manner provided in the Indenture for amendments to the Indenture with the consent of owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of owners or beneficial owners of the Series 2025 Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Developer shall describe such amendment or waiver in the next Semi-Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type of financial information or operating data being presented by the Developer.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Developer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Semi-Annual Report or notice required to be filed pursuant to this Disclosure Certificate, in addition to that which is required by this Disclosure Certificate. If the Developer chooses to include any information in any Semi-Annual Report or notice in addition to that which is specifically required by this Disclosure Certificate, the Developer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Semi-Annual Report or notice of occurrence of a Listed Event or any other event required to be reported.

Section 10. Default. In the event of a failure of the Developer or the Dissemination Agent to comply with any provision of this Disclosure Certificate, the Participating Underwriter or the Owners of at least 25% of the aggregate principal amount of outstanding Series 2025 Bonds, or any Owner or Beneficial Owners, may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Developer or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Certificate in the event of any failure of the Developer or the Dissemination Agent to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties hereunder as are specifically set forth in this Disclosure Certificate. The Dissemination Agent shall not be responsible for the form or content of any Semi-Annual Report or notice of Listed Event. The Developer agrees to indemnify and save the Dissemination Agent, and its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur in the exercise or performance of its powers and duties hereunder, including the reasonable costs and expenses (including attorneys' fees) of defending against any claim of liability, and which are not due to its negligence or its willful

misconduct. The obligations of the Developer under this Section shall survive the resignation or removal of the Dissemination Agent and the termination of this Disclosure Certificate.

Section 12. **Notices.** Notices should be sent in writing by regular, overnight or electronic mail to the following addresses. The following information may be conclusively relied upon until changed in writing.

Developer:	Landsea Homes 7525 Irvine Center Drive, Suite 200 Irvine, CA 92618 Attn: Shannon Whittaker, Forward Planner and Sam Grable, Forward Planner Email: swhittaker@landseahomes.com sgrable@landseahomes.com With a copy to: O'Neil LLP 19800 MacArthur Blvd, Suite 650 Irvine, CA 92612 Attn: Sandra Galle Email: sgalle@oneil-llp.com
Community Facilities District:	City of Ontario 303 East B Street Ontario, CA 91764 Attn: City Manager Email: sochoa@ontarioca.gov Email: aharkalyan@ontarioca.gov
Participating Underwriter	Samuel A. Ramirez & Co., Inc. 12130 Millennium Drive, Suite 300 Los Angeles, CA 90094 Attn: Eric McKean Email: Eric.mckean@ramirezco.com

Section 13. **Beneficiaries.** This Disclosure Certificate shall inure solely to the benefit of the Developer, the Dissemination Agent, the Community Facilities District, the Participating Underwriter and the owners and beneficial owners from time to time of the Series 2025 Bonds, and shall create no rights in any other person or entity.

Section 14. **Governing Laws.** This Disclosure Certificate shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the Developer has executed this Disclosure Certificate as of the date first above written.

LANDSEA HOMES OF CALIFORNIA, LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT A

NOTICE OF FAILURE TO FILE SEMI-ANNUAL REPORT

Name of Issuer: City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2)

Name of Issue: City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2), Special Tax Bonds, Series 2025

Date of Issuance: [_____]

NOTICE IS HEREBY GIVEN that Landsea Homes of California, LLC (the "**Developer**"), has not provided a Semi-Annual Report with respect to the above-named Bonds as required by the Developer Continuing Disclosure Certificate dated as of November [_], 2025, executed and delivered by the Developer. [The Developer anticipates that such Semi-Annual Report will be filed by _____]

Dated: _____ _____,
Landsea Homes of California LLC

cc:
City of Ontario
Community Facilities District No. 71 (Neuhouse Phase 2)

APPENDIX I

INFORMATION CONCERNING THE DEPOSITORY TRUST COMPANY AND ITS BOOK-ENTRY SYSTEM

The information in this section concerning DTC and DTC's book-entry only system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the completeness or accuracy thereof. The following description of the procedures and record keeping with respect to beneficial ownership interests in the Series 2025 Bonds, payment of principal, premium, if any, accreted value and interest on the Series 2025 Bonds to DTC Participants or Beneficial Owners, confirmation and transfers of beneficial ownership interests in the Series 2025 Bonds and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC to the District which the District believes to be reliable, but the District and the Underwriter do not and cannot make any independent representations concerning these matters and do not take responsibility for the accuracy or completeness thereof. Neither the DTC, Direct Participants, Indirect Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Series 2025 Bonds. The Series 2025 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each annual maturity of the Series 2025 Bonds, each in the aggregate principal amount of such maturity, and will be deposited through the facilities of DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.6 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of "AA+." The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at *www.dtcc.com*.

Purchases of Series 2025 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2025 Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2025 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive Series 2025 Bonds representing their ownership interests in Series 2025 Bonds, except in the event that use of the book-entry system for the Series 2025 Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2025 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2025 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2025 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2025 Bonds, such as prepayments, tenders, defaults, and proposed amendments to the Series 2025 Bond documents. For example, Beneficial Owners of Series 2025 Bonds may wish to ascertain that the nominee holding the Series 2025 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2025 Bonds within a maturity are being prepaid, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2025 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Series 2025 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Series 2025 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Series 2025 Bond Owner shall give notice to elect to have its Series 2025 Bonds purchased or tendered, through its Participant, to the Trustee, and shall effect delivery of such Series 2025 Bonds by causing the Direct Participant to transfer the Participant's interest in the Series 2025 Bonds, on DTC's records, to the Trustee. The requirement for physical delivery of Series 2025 Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Series 2025 Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Series 2025 Bonds to the Trustee's DTC account.

DTC may discontinue providing its services as depository with respect to the Series 2025 Bonds at any time by giving reasonable notice to the District or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, physical certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event, Series 2025 Bonds will be printed and delivered to DTC.

THE TRUSTEE, AS LONG AS A BOOK-ENTRY ONLY SYSTEM IS USED FOR THE SERIES 2025 BONDS, WILL SEND ANY NOTICE OF REDEMPTION OR OTHER NOTICES TO OWNERS ONLY TO DTC. ANY FAILURE OF DTC TO ADVISE ANY DTC PARTICIPANT, OR OF ANY DTC PARTICIPANT TO NOTIFY ANY BENEFICIAL OWNER, OF ANY NOTICE AND ITS CONTENT OR EFFECT WILL NOT AFFECT THE VALIDITY OF SUFFICIENCY OF THE PROCEEDINGS RELATING TO THE REDEMPTION OF THE SERIES 2025 BONDS CALLED FOR REDEMPTION OR OF ANY OTHER ACTION PREMISED ON SUCH NOTICE.