CITY OF ONTARIO

Regular City Council/Housing Authority Meeting
JUNE 21, 2022

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 DORST-PORADA AND RUBEN VALENCIA

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 comment by email, submit your comments no later than 4:00 p.m. on the day of the meeting by emailing your name, agenda item you are commenting on and your comments to publiccomments@ontarioca.gov. All comments received by the deadline will be forwarded to the City Council for consideration before action is taken on the matter and will be entered into the record.

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

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

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

ORDER OF BUSINESS

The Regular City Council and Housing Authority meeting begins with Closed Session and Closed

Session Comment at 5:30 p.m., Public Comment at 6:30 p.m. immediately followed by the Regular Meeting and Public Hearings. No agenda item will be introduced for consideration after 10:00 p.m. except by majority vote of the City Council. (EQUIPMENT FOR THE HEARING IMPAIRED AVAILABLE IN THE RECORDS MANAGEMENT OFFICE)

CALL TO ORDER *(OPEN SESSION)*

ROLL CALL

Wapner, Bowman, Dorst-Porada, Valencia, Mayor/Chairman Leon

CLOSED SESSION PUBLIC COMMENT

The Closed Session Public Comment portion of the Council/Housing Authority meeting is limited to a maximum of 3 minutes for each speaker and comments will be limited to matters appearing on the Closed Session. Additional opportunities for further Public Comment will be given during and at the end of the meeting.

CLOSED SESSION

GC 54956.9 (d)(1), CONFERENCE WITH LEGAL COUNSEL, EXISTING LITIGATION: *Jay Spicer v. City of Ontario, et al.,* Superior Court of California, County of San Bernardino, Case No. CIVDS1711812

GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: APN: 1048-481-06; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: David D. Miller and Denyse Miller, as Trustees of the Miller Living Trust; Under negotiation: Price and terms of payment.

GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: APN: 1048-481-07; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: Jose G. Jimenez; Under negotiation: Price and terms of payment.

GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: APN: 1048-481-27; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: Bhupendrakumar M. Patel and Hansaben B. Patel, as Trustees of the B. Patel Family Trust; Under negotiation: Price and terms of payment.

GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: APN: 1048-481-28; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: Maan F. Harb; Under negotiation: Price and terms of payment.

GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: APN: 1048-481-29; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: Dali III, LLC; Under negotiation: Price and terms of payment.

GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: APN: 0210-205-01; 0210-204-38; 0210-204-39; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: OTC Owner, LLC; Under negotiation: Price and terms of payment

GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: APN: 1048-562-03; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: Rubel Family Trust; Under negotiation: Price and terms of payment.

GC 54956.9(1)(d) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION *Center for Community Action and Environmental Justice v. City of Ontario, et al*., Superior Court of California, County of San Bernardino, Case No. CIVSB2206058

ATTACHMENT: 20220621 Closed Session

PLEDGE OF ALLEGIANCE

Council Member Dorst-Porada

INVOCATION

Senior Pastor Brian E. Kennedy, Mt. Zion Baptist Church

REPORT ON CLOSED SESSION

City Attorney

PUBLIC COMMENTS **6:30 P.M.**

The Public Comment portion of the Council/Housing Authority meeting is limited to 30 minutes with each speaker given a maximum of 3 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.

To comment by email, submit your comments by email no later than 4:00 p.m. on the day of the meeting by emailing your name, agenda item you are commenting on and your comment to publiccomments@ontarioca.gov. All Comments received by the deadline will be forwarded to the City Council for consideration before action is taken on the matter and entered into the record. 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.

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.

Each member of the public wishing to address the City Council on items listed on the Consent Calendar will be given a total of 3 minutes.

1. APPROVAL OF MINUTES

Minutes for the Regular Meetings of the City Council, Housing Authority, Successor Agency to the Ontario Redevelopment Agency, and Ontario Public Financing Authority of May 17, 2022, and Special Meeting of the City Council and Housing Authority of May 26, 2022, and approving same as on file in the Records Management Department.

ATTACHMENT: 20220517 (Not official Until Approved).pdf
ATTACHMENT: 20220526 (Not official until approved).pdf

2. BILLS & PAYROLL

Bills May 20, 2022 through June 2, 2022, and Payroll May 8, 2022 through May 21, 2022 when audited by the Finance Department.

3. PROFESSIONAL SERVICES AGREEMENTS WITH BPR CONSULTING SERVICES, CSG CONSULTANTS, INC., AND WILLDAN ENGINEERING FOR ON-CALL BUILDING INSPECTION SERVICES, BUILDING PLAN CHECK SERVICE, BUILDING PERMIT TECHNICIAN SERVICES, AND BUILDING OFFICE SERVICES

That the City Council award, approve and authorize the City Manager, or his designee, to:

A. Execute a three-year Professional Services Agreements (on file in the Records Management Department) with BPR Consulting Services of El Dorado Hills, California; CSG Consultants, Inc. of Orange, California; and, Willdan Engineering of Industry, California, to provide on-call inspection, plan check, permit technician, and building office services for a not-to-exceed amount of $500,000 per year per vendor, with a not-to-exceed amount of $1,500,000 per vendor and a total expenditure of $4,500,000 over the initial three years of the contract; and
B. Authorize the City Manager, or his designee, to extend the Agreements for up to two (2) additional one (1) year periods, at the City's discretion, for an estimated annual expenditure of $1,500,000 per year, consistent with City Council approved budgets for each respective fiscal year.

4. PROFESSIONAL SERVICES AGREEMENT FOR COMMUNITY IMPROVEMENT DEPARTMENT LEGAL SERVICES

That the City Council award, approve and authorize the City Manager, or his designee, to:

A. Execute a three-year Professional Services Agreement with the Law Offices of Charisse L. Smith for Community Improvement Department Legal Services in an amount not to exceed $100,000 per year and a total not to exceed amount of $300,000 for the initial term of the agreement; and
B. Authorize the option to extend the agreement, at the City's sole discretion, for up to two additional one-year terms, consistent with approved budgets for each respective fiscal year.

5. EMERGENCY ON-CALL BOARD UPS AND ABATEMENTS CONTRACTOR AGREEMENTS

That the City Council award, approve and authorize the City Manager, or his designee, to:

A. Execute three-year construction agreements with SLS Property Solutions, Inc. of Santa Ana, CA and Belfor USA Group, Inc. of Birmingham, MI, for a not-to-exceed amount of $100,000 per year per vendor, with a not-to-exceed amount of $300,000 per vendor for three years and a total not-to-exceed amount of $600,000 for both vendors over the initial three years of the contract, consistent with approved budgets for each respective fiscal year; and
B. Authorize the option to extend each agreement for up to two additional one-year terms, consistent with approved budgets for each respective fiscal year.

6. A DESIGN SERVICES AGREEMENT FOR THE SAN ANTONIO STORM DRAIN PROJECT

That the City Council approve a Design Services Agreement (on file in the Records Management Department) with EXP US Services, Inc., of San Bernardino, California to provide engineering design services for the San Antonio Storm Drain Project in the amount of $940,047, plus a ten percent (10%) contingency of $94,005 for a total amount of $1,034,052; and authorize the City Manager to execute said Agreement and future amendments within the authorization limits.

ATTACHMENT: Exhibit A-Location Map.pdf

7. AN ORDINANCE AMENDING CHAPTER 2 OF TITLE 1, CHAPTER 6 OF TITLE 2, AND CHAPTERS 1 AND 2 OF TITLE 3 OF THE ONTARIO MUNICIPAL CODE RELATING TO THE PROCUREMENT OF ON-CALL SERVICES, APPROVAL AND MANUAL SIGNATURE REQUIREMENTS, AND FEES LOCATED IN THE CITYWIDE FEE SCHEDULE

That the City Council consider and adopt an Ordinance to amend Chapter 2 of Title 1, Chapter 6 of Title 2, and Chapters 1 and 2 of Title 3 of the Ontario Municipal Code relating to the procurement of on-call services, approval and manual signature requirements, and fees located in the Citywide Fee Schedule.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AMENDING CHAPTER 2 OF TITLE 1, CHAPTER 6 OF TITLE 2, AND CHAPTERS 1 AND 2 OF TITLE 3 OF THE ONTARIO MUNICIPAL CODE RELATING TO THE PROCUREMENT OF ON-CALL SERVICES, APPROVAL AND MANUAL SIGNATURE REQUIREMENTS, AND FEES LOCATED IN THE CITYWIDE FEE SCHEDULE.

ATTACHMENT: 20220621 Amending Chapters Relating to Procurement ORD^RM

8. ONE-YEAR ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG"), HOME INVESTMENT PARTNERSHIPS ("HOME"), AND EMERGENCY SOLUTIONS GRANT ("ESG") PROGRAMS FOR FISCAL YEAR 2022-23

That the City Council:

A. Approve the One-Year Action Plan for Fiscal Year 2022-23 for the Community Development Block Grant ("CDBG"), HOME Investment Partnerships ("HOME"), and Emergency Solutions Grant ("ESG") Programs (on file in the Records Management Department);
B. Direct Staff to prepare and transmit the final documents to U.S. Department of Housing and Urban Development ("HUD"); and
C. Authorize the City Manager, or his designee, to take all actions necessary or desirable to implement the One-Year Action Plan for Fiscal Year 2022-23 and Subrecipient Agreements.

ATTACHMENT: 20220621 FY22-2023 Funding Allocation Summary^01 EXH A
ATTACHMENT: 20220621 FY22-2023 One Year Action Plan^02 EXH B

9. ANNUAL LEVY OF ASSESSMENTS WITHIN STREET LIGHTING MAINTENANCE DISTRICT NOS. 1 AND 2 FOR FISCAL YEAR 2022-23

That the City Council adopt Resolutions pertaining to the levy of assessments within Street Lighting Maintenance District (SLMD) Nos. 1 and 2:

A. A Resolution initiating proceedings and ordering the preparation of an Engineer's Report for each district relating to the annual levy of assessments;
B. A Resolution giving preliminary approval of the Engineer's Reports; and
C. A Resolution for each district declaring the City's intention to levy the special assessments for Fiscal Year 2022-23 and set the date of July 19, 2022, for a Public Hearing on each district in accordance with the Landscaping and Lighting Act of 1972.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ORDERING THE PREPARATION OF THE ASSESSMENT ENGINEER'S REPORTS PURSUANT TO THE PROVISIONS OF DIVISION 15, PART 2, OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA, FOR PROCEEDINGS FOR THE

ANNUAL ASSESSMENT LEVY WITHIN ONTARIO STREET LIGHTING MAINTENANCE DISTRICTS NO. 1 AND NO. 2 FOR FISCAL YEAR 2022-23.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING THE ASSESSMENT ENGINEER'S REPORTS FOR THE ANNUAL LEVY OF ASSESSMENTS WITHIN ONTARIO STREET LIGHTING MAINTENANCE DISTRICTS NO. 1 AND NO. 2 FOR FISCAL YEAR 2022-23.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DECLARING ITS INTENTION TO PROVIDE FOR AN ANNUAL LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2022-23 IN ONTARIO STREET LIGHTING MAINTENANCE DISTRICT NO. 1 PURSUANT TO THE PROVISIONS OF DIVISION 15, PART 2, OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA, AND SETTING A TIME AND PLACE FOR A PUBLIC HEARING THEREON.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DECLARING ITS INTENTION TO PROVIDE FOR AN ANNUAL LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2022-23 IN ONTARIO STREET LIGHTING MAINTENANCE DISTRICT NO. 2, PURSUANT TO THE PROVISIONS OF DIVISION 15, PART 2, OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA, AND SETTING A TIME AND PLACE FOR A PUBLIC HEARING THEREON.

ATTACHMENT: 20220621 SLMD Levy^01 Levy Table.pdf
ATTACHMENT: 20220621 SLMD Levy^02 Vicinity Maps
ATTACHMENT: 20220621 SLMD Levy^03^RESO-Ordering Engineer Report^RM
ATTACHMENT: 20220621 SLMD Levy^04 Boundary Maps
ATTACHMENT: 20220621 SLMD Levy^05 RESO-Approving Engineer Report^RM
ATTACHMENT: 20220621 SLMD Levy 06 RESO-Intention to Levy SLMD^RM
ATTACHMENT: 20220621 SLMD Levy 07 RESO-Intention to Levy SLMD 2^RM

10. ANNUAL LEVY OF ASSESSMENTS WITHIN ONTARIO PARKWAY MAINTENANCE ASSESSMENT DISTRICT NOS. 1, 2, 3 AND 4 FOR FISCAL YEAR 2022-23.

That the City Council adopt Resolutions pertaining to the levy of assessments within Ontario Parkway Maintenance Assessment District (OPMAD) Nos. 1, 2, 3 and 4:

A. A Resolution initiating proceedings and ordering the preparation of an Engineer's Report for each district relating to the annual levy of assessments;
B. A Resolution giving preliminary approval of the Engineer's Report;
C. A Resolution for District Nos. 1, 2 and 3, and a Resolution for District No. 4, declaring the City's intention to levy the special assessments for Fiscal Year 2022-23 and set the date of July 19, 2022 for a Public Hearing on each district in accordance with the Landscaping and Lighting Act of 1972.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ORDERING THE PREPARATION OF THE ASSESSMENT ENGINEER'S REPORTS PURSUANT TO THE PROVISIONS OF DIVISION 15, PART 2, OF THE STREETS AND

HIGHWAYS CODE OF THE STATE OF CALIFORNIA, FOR PROCEEDINGS FOR THE ANNUAL ASSESSMENT LEVY WITHIN ONTARIO PARKWAY MAINTENANCE ASSESSMENT DISTRICTS NO. 1, 2, 3 AND 4 FOR FISCAL YEAR 2022-23.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING THE ASSESSMENT ENGINEER'S REPORTS FOR THE ANNUAL LEVY OF ASSESSMENTS WITHIN ONTARIO PARKWAY MAINTENANCE ASSESSMENT DISTRICTS NO. 1, 2, 3 AND 4 FOR FISCAL YEAR 2022-23.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DECLARING ITS INTENTION TO PROVIDE FOR AN ANNUAL LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2022-23 IN ONTARIO PARKWAY MAINTENANCE ASSESSMENT DISTRICTS NO. 1, 2 AND 3, PURSUANT TO THE PROVISIONS OF DIVISION 15, PART 2, OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA, AND SETTING A TIME AND PLACE FOR A PUBLIC HEARING THEREON.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DECLARING ITS INTENTION TO PROVIDE FOR AN ANNUAL LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2022-23 IN ONTARIO PARKWAY MAINTENANCE ASSESSMENT DISTRICT NO. 4, PURSUANT TO THE PROVISIONS OF DIVISION 15, PART 2, OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA, AND SETTING A TIME AND PLACE FOR A PUBLIC HEARING THEREON.

ATTACHMENT: 20220621 OPMAD Levy^01 EXH A
ATTACHMENT: 20220621 OPMAD Levy^02 Vicinity Maps
ATTACHMENT: 20220621 OPMAD Levy 03 RESO - Ordering Engineer Report^RM
ATTACHMENT: 20220621 OPMAD Levy^04 Boundary Maps
ATTACHMENT: 20220621 OPMAD Levy^05 RESO - Approving Engineer Report^RM
ATTACHMENT: 20220621 OPMAD Levy^06 RESO - Intention to Levy 1, 2 and 3^RM
ATTACHMENT: 20220621 OPMAD Levy 07 RESO - Intention to Levy 4^RM

11. AN AMENDMENT TO THE INFORMATION TECHNOLOGY CONTRACT FOR THE SECURITY CAMERAS, ACCESS CONTROL, PAGING/DURESS INSTALLATION, REPAIR AND MAINTENANCE AGREEMENT

That the City Council authorize the City Manager to execute Amendment (Change Order) No. 3 in the amount of $31,500 (on file with the Records Management Department) to the existing Information Technology Contract for Security Camera, Access Control, Paging/Duress Installation, Repair and Maintenance Services with American Threat Assessment Consulting, Inc. of Rancho Cucamonga, California, for Fiscal Year 2022-23.

12. AN AMENDMENT TO THE ARCHITECTURAL DESIGN SERVICES AGREEMENT FOR THE NEW CARLSON EXHIBIT AND THE NEW ART STORAGE FACILITY

That the City Council authorize the City Manager to execute Amendment (Change Order) No. 1 in the amount of $29,000 (on file with the Records Management Department) to the existing Architectural Design Services Agreement for the Architectural Design Services for the New

Carlson Exhibit and the New Art Storage Facility with Architectural Resources Group, Inc. of San Francisco, California, for Fiscal Year 2022-23.

13. AN AMENDMENT TO THE GOODS AND SERVICES AGREEMENT FOR THE ONTARIO MUNICIPAL SERVICES CENTER MODULAR PURCHASE

That the City Council authorize the City Manager or his designee to execute Amendment No. 1 to the Goods and Services Agreement (on file in the Records Management Department) with Williams Scotsman Inc. of Baltimore, Maryland, in the amount of $82,553, increasing the not-to-exceed amount from $825,555 to $908,108 for additional installation services at the Ontario Municipal Services Center Modular and to extend the Agreement for an additional 12 months.

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

That the City Council approve and authorize the City Manager or his designee to execute Amendment No. 4 to the Professional Services Agreement (on file in the Records Management Department) with Nossaman LLP of Los Angeles, California, in the not-to-exceed amount of $400,000 for legal and technical services with respect to matters relating to sewer disposal, water supply and water rights, and extending the term of the Agreement for Fiscal Year 2022-23.

15. A PROFESSIONAL SERVICES AGREEMENT FOR THE SOUTH ARCHIBALD ALTERNATIVE WATER SUPPLY PROGRAM

That the City Council approve and authorize the City Manager or his designee to execute a Professional Services Agreement (on file in the Records Management Department) with EEC Environmental of Orange, California, to provide operations and maintenance services for the South Archibald Alternative Water Supply Program for a total not-to-exceed amount of $3,776,000, with an initial term of three years (FY 2022-23 - $673,000, FY 2023-24 - $716,500, and FY 2024-25 - $765,000), and authorize the option to extend the Agreement for up two consecutive one-year periods (FY 2025-26 - $796,500, and FY 2026-27 - $825,000).

16. A PROFESSIONAL SERVICES AGREEMENT FOR SAMPLING AND ANALYTICAL SERVICES

That the City Council approve and authorize the City Manager or his designee to execute a Professional Services Agreement (on file in the Records Management Department) with Babcock Laboratories, Inc., of Riverside, California, for industrial user sampling and wastewater analytical laboratories services for a total not-to-exceed amount of $397,090, with an initial term of three years (FY 2022-23 to FY 2024-25 - $78,000 per FY), and authorize the option to extend the Agreement for up to two consecutive one-year periods with up to 3% increases (FY 2025-26 -$80,340, and FY 2026-27 - $82,750).

17. A DEVELOPMENT CODE AMENDMENT (FILE NO. PDCA22-003) PROPOSING CERTAIN CLARIFICATIONS AND REVISIONS TO THE CITY OF ONTARIO DEVELOPMENT CODE

That the City Council consider and adopt the Ordinance approving File No. PDCA22-003, a

Development Code Amendment proposing certain clarifications and revisions to the City of Ontario Development Code, addressing time extensions for discretionary projects; public notification requirements for minor variances; administrative exceptions; specific plan minor amendments; housing and reasonable accommodations; accessory dwelling units; minimum useable rear yard area for single-family dwellings; banquet facilities on historic properties; retail sales events; conversion of garages to accommodate accessory dwelling units; the definition for "garage;" and, single-family two-unit projects and urban lot splits, rescinding urgency Ordinance No. 3200 and adopting standards, and certain allowed land uses.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PDCA22-003, A DEVELOPMENT CODE AMENDMENT REVISING AND CLARIFYING CERTAIN PROVISIONS ADDRESSING [1] TIME EXTENSIONS FOR DISCRETIONARY PROJECTS (SECTION 2.02.025.B.2.C); [2] PUBLIC NOTIFICATION REQUIREMENTS FOR MINOR VARIANCES (SECTION 2.03.010); [3] ADMINISTRATIVE EXCEPTIONS (SECTIONS 4.02.020 AND 4.03.050, AND TABLES 2.02-1 AND 2.03-1); [4] SPECIFIC PLAN MINOR AMENDMENTS (SECTION 4.02.080); [5] HOUSING AND REASONABLE ACCOMMODATIONS (SECTIONS 4.02.035 AND 4.03.055, AND TABLES 2.02-1 AND 2.03-1); [6] ACCESSORY DWELLING UNITS (SECTION 5.03.010); [7] MINIMUM USEABLE REAR YARD AREA FOR SINGLE-FAMILY DWELLINGS (SECTION 5.03.011); [8] BANQUET FACILITIES ON HISTORIC PROPERTIES (SECTION 5.03.067); [9] RETAIL SALES EVENTS (SECTION 5.03.395 AND TABLE 8.01-1); [10] CONVERSION OF GARAGES TO ACCOMMODATE ACCESSORY DWELLING UNITS (SECTION 6.01.010); [11] DEFINITION FOR "GARAGE" (SECTION 9.01.010.G); [12] SINGLE-FAMILY TWO-UNIT PROJECTS AND URBAN LOT SPLITS, RESCINDING URGENCY ORDINANCE NO. 3200 AND ADOPTING STANDARDS (SECTIONS 5.03.403 AND 6.08.060, AND TABLES 2.02-1 AND 2.03-1); AND [13] CERTAIN ALLOWED LAND USES (TABLE 5.02-1), AND MAKING FINDINGS IN SUPPORT THEREOF.

ATTACHMENT: 20220621 File No. PDCA22-003^01 AR EXH A
ATTACHMENT: 20220621 File No. PDCA22-003^02 PC Backup
ATTACHMENT: 20220621 File No. PDCA22-003^03^ORD^RM

18. ADOPTION OF AN ORDINANCE AMENDING CHAPTER 3 OF TITLE 6 OF VOLUME I OF THE ONTARIO MUNICIPAL CODE REGARDING INTEGRATED SOLID WASTE MANAGEMENT COLLECTION FREQUENCY

That the City Council consider and adopt an Ordinance amending Chapter of Title 6 of Volume I of the Ontario Municipal Code regarding integrated solid waste management collection frequency and finding the action exempt from CEQA.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AMENDING CHAPTER 3 OF TITLE 6 OF VOLUME I OF THE ONTARIO MUNICIPAL CODE REGARDING INTEGRATED SOLID WASTE MANAGEMENT COLLECTION FREQUENCY AND FINDING THE ACTION EXEMPT FROM CEQA.

ATTACHMENT: 20220621 Commercial Collection Frequency^ORD^RM

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 AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT (FILE NO. PDA21-007) BETWEEN THE CITY OF ONTARIO AND REMINGTON APG LLC, TO ESTABLISH THE TERMS AND CONDITIONS ASSOCIATED WITH A DEVELOPMENT PLAN (FILE NO. PDEV21-024) TO CONSTRUCT THREE INDUSTRIAL BUILDINGS TOTALING 200,322 SQUARE FEET ON 10.2 ACRES OF LAND, LOCATED AT THE NORTHEAST CORNER OF REMINGTON AVENUE AND THE CUCAMONGA CREEK FLOOD CONTROL CHANNEL, WITHIN THE INDUSTRIAL (PA-3) LAND USE DISTRICT OF THE COLONY COMMERCE CENTER EAST SPECIFIC PLAN, AND MAKING FINDINGS IN SUPPORT THEREOF - APNS: 0218-311-07 AND 0218-311-13**

That the City Council introduce and waive further reading of an Ordinance approving a Development Agreement (File No. PDA21-007) between the City of Ontario and Remington APG, LLC, to establish the terms and conditions associated with a Development Plan (File No. PDEV21-024) to construct three industrial buildings totaling 200,322 square feet on 10.2 acres of land, located at the northeast corner of Remington Avenue and the Cucamonga Creek Flood Control Channel, within the Industrial (PA-3) land use district of the Colony Commerce Center East Specific Plan.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND REMINGTON APG, LLC, TO ESTABLISH THE TERMS AND CONDITIONS ASSOCIATED WITH A DEVELOPMENT PLAN (FILE NO. PDEV21-024) TO CONSTRUCT THREE INDUSTRIAL BUILDINGS TOTALING 200,322 SQUARE FEET ON 10.2 ACRES OF LAND LOCATED AT THE NORTHEAST CORNER OF REMINGTON AVENUE AND THE CUCAMONGA CREEK FLOOD CONTROL CHANNEL, WITHIN THE INDUSTRIAL (PA-3) LAND USE DISTRICT OF THE COLONY COMMERCE CENTER EAST SPECIFIC PLAN, AND MAKING FINDINGS IN SUPPORT THEREOF—APNS: 0218-311-07 AND 0218-311-13.

ATTACHMENT: 20220621 File No. PDA21-007 Remington APG LLC^01 Exhibits A & B
ATTACHMENT: 20220621 File No. PDA21-007 Remington APG LLC^02 PC Backup
ATTACHMENT: 20220621 File No. PDA21-007 Remington APG LLC^03^ORD^RM
ATTACHMENT: 20220621 File No. PDA21-007 Remington APG LLC^04 AGMT

20. **A PUBLIC HEARING TO CONSIDER A RESOLUTION REGARDING THE FORMATION OF THE CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 66 (OLIVE AND OLEANDER); ADOPTION OF A RESOLUTION TO INCUR BONDED INDEBTEDNESS; AND INTRODUCTION OF AN ORDINANCE LEVYING SPECIAL TAXES**

That the City Council consider and:

A. Adopt a Resolution of Formation of Community Facilities District No. 66 (Olive and Oleander), authorizing the levy of special taxes within the community facilities district, and establishing an appropriations limit for the community facilities district;
B. Adopt a Resolution deeming it necessary to incur bonded indebtedness within Community Facilities District No. 66 (Olive and Oleander);
C. Adopt a Resolution calling a special election for City of Ontario Community Facilities District No. 66 (Olive and Oleander);
D. Adopt a Resolution declaring the results of the special election and directing the recording of a Notice of Special Tax Lien;
E. Introduce and waive further reading of an ordinance levying special taxes within City of Ontario Community Facilities District No. 66 (Olive and Oleander); and
F. Adopt a Resolution authorizing the execution and delivery of an acquisition and funding agreement with Shea Homes Limited Partnership, a California limited partnership.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, OF FORMATION OF THE CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 66 (OLIVE AND OLEANDER), AUTHORIZING THE LEVY OF A SPECIAL TAX.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DEEMING IT NECESSARY TO INCUR BONDED INDEBTEDNESS WITHIN CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 66 (OLIVE AND OLEANDER).

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, CALLING SPECIAL ELECTION FOR CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 66 (OLIVE AND OLEANDER).

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DECLARING RESULTS OF SPECIAL ELECTION AND DIRECTING RECORDING OF NOTICE OF SPECIAL TAX LIEN FOR CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 66 (OLIVE AND OLEANDER).

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, LEVYING SPECIAL TAXES WITHIN COMMUNITY FACILITY DISTRICT NO. 66 (OLIVE AND OLEANDER).

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AUTHORIZING THE EXECUTION AND DELIVERY OF AN ACQUISITION AND FUNDING AGREEMENT WITH SHEA HOMES LP OF CALIFORNIA.

ATTACHMENT: 20220621 CFD No. 66 Olive and Oleander 01^RESO^Formation^RM
ATTACHMENT: 20220621 CFD No. 66 Olive and Oleander 01A^EXH B RMA.pdf
ATTACHMENT: 20220621 CFD No. 66 Olive and Oleander 02^RESO^Necessary to Incur^RM
ATTACHMENT: 20220621 CFD No. 66 Olive and Oleander 03^RESO^Calling Special Election^RM

ATTACHMENT: 20220621 CFD No. 66 Olive and Oleander 04^RESO^Declaring Election^RM
ATTACHMENT: 20220621 CFD No. 66 Olive and Oleander 05^ORD^RM
ATTACHMENT: 20220621 CFD No. 66 Olive and Oleander^06 Resolution of Acquisition^RM

21. PUBLIC HEARING #3 REVIEW OF INITIAL DRAFT DISTRICTING MAPS FOR THE DISTRICT-BASED ELECTIONS UNDER THE CALIFORNIA VOTING RIGHTS ACT

That the City Council open a Public Hearing, review, consider, and provide direction regarding the initial draft maps.

ATTACHMENT: Map 1 - Form for Posting online-c1.pdf
ATTACHMENT: Map 2 - Form for Posting online-c1.pdf
ATTACHMENT: Map 3 - Form for Posting online-c1.pdf
ATTACHMENT: Map 4 - Form for Posting online-c1.pdf
ATTACHMENT: Map 5 - Form for Posting online-c1.pdf
ATTACHMENT: Map 6 - Form for Posting online-c1.pdf
ATTACHMENT: Map 7 - Form for Posting online-c1.pdf
ATTACHMENT: Map 8 - Form for Posting online-c1.pdf
ATTACHMENT: Map 9 - Form for Posting online-c1.pdf
ATTACHMENT: Map 10 - Form for Posting online-c1.pdf

STAFF MATTERS

City Manager Ochoa

COUNCIL MATTERS

Mayor Leon
Mayor Pro tem Wapner
Council Member Bowman
Council Member Dorst-Porada
Council Member Valencia

ADJOURNMENT

CITY OF ONTARIO
CLOSED SESSION REPORT
City Council // Housing Authority // Other // *(GC 54957.1)*
June 21, 2022

ROLL CALL: Wapner _, Bowman _, Dorst-Porada _, Valencia _, Mayor / Chairman Leon _.

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

In attendance: Wapner _, Bowman _, Dorst-Porada _,Valencia _, Mayor / Chairman Leon _.

- GC 54956.9 (d)(1), CONFERENCE WITH LEGAL COUNSEL, EXISTING LITIGATION: Jay Spicer v. City of Ontario, et al., Superior Court of California, County of San Bernardino, Case No. CIVDS1711812

No Reportable Action	Continue	Approved
/ /	/ /	/ /

Disposition: _____

In attendance: Wapner _, Bowman _, Dorst-Porada _,Valencia _, Mayor / Chairman Leon _.

- GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS
  Property: APN: 1048-481-06; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: David D. Miller and Denyse Miller, as Trustees of the Miller Living Trust; Under negotiation: Price and terms of payment.

No Reportable Action	Continue	Approved
/ /	/ /	/ /

Disposition: _____

CITY OF ONTARIO
CLOSED SESSION REPORT
City Council // Housing Authority // Other // *(GC 54957.1)*
June 21, 2022
(continued)

In attendance: Wapner _, Bowman _, Dorst-Porada _,Valencia _, Mayor / Chairman Leon _.

- GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS
  Property: APN: 1048-481-07; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: Jose G. Jimenez; Under negotiation: Price and terms of payment.

No Reportable Action	Continue	Approved
/ /	/ /	/ /

Disposition: _____

In attendance: Wapner _, Bowman _, Dorst-Porada _,Valencia _, Mayor / Chairman Leon _.

- GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS
  Property: APN: 1048-481-27; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: Bhupendrakumar M. Patel and Hansaben B. Patel, as Trustees of the B. Patel Family Trust; Under negotiation: Price and terms of payment.

No Reportable Action	Continue	Approved
/ /	/ /	/ /

Disposition: _____

CITY OF ONTARIO
CLOSED SESSION REPORT
City Council // Housing Authority // Other // *(GC 54957.1)*
June 21, 2022
(continued)

In attendance: Wapner _, Bowman _, Dorst-Porada _,Valencia _, Mayor / Chairman Leon _.

- GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS
  Property: APN: 1048-481-28; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: Maan F. Harb; Under negotiation: Price and terms of payment.

No Reportable Action	Continue	Approved
/ /	/ /	/ /

Disposition: _____

In attendance: Wapner _, Bowman _, Dorst-Porada _,Valencia _, Mayor / Chairman Leon _.

- GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS
  Property: APN: 1048-481-29; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: Dali III, LLC; Under negotiation: Price and terms of payment.

No Reportable Action	Continue	Approved
/ /	/ /	/ /

Disposition: _____

CITY OF ONTARIO
CLOSED SESSION REPORT
City Council // Housing Authority // Other // *(GC 54957.1)*
June 21, 2022
(continued)

In attendance: Wapner _, Bowman _, Dorst-Porada _,Valencia _, Mayor / Chairman Leon _.

- GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS
  Property: APNS: 0210-205-01; 0210-204-38; 0210-204-39; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: OTC Owner, LLC; Under negotiation: Price and terms of payment

No Reportable Action	Continue	Approved
/ /	/ /	/ /

Disposition: _____

In attendance: Wapner _, Bowman _, Dorst-Porada _,Valencia _, Mayor / Chairman Leon _.

- GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS
  Property: APN: 1048-562-03; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: Rubel Family Trust; Under negotiation: Price and terms of payment.

No Reportable Action	Continue	Approved
/ /	/ /	/ /

Disposition: _____

CITY OF ONTARIO
CLOSED SESSION REPORT
City Council // Housing Authority // Other // *(GC 54957.1)*
June 21, 2022
(continued)

In attendance: Wapner _, Bowman _, Dorst-Porada _,Valencia _, Mayor / Chairman Leon _.

- *GC 54956.9(1)(d) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION* Center for Community Action and Environmental Justice v. City of Ontario, et al*., Superior Court of California, County of San Bernardino, Case No. CIVSB2206058*

No Reportable Action	Continue	Approved
/ /	/ /	/ /

Disposition: _____

Reported by:

_____
City Attorney / City Manager / Executive

ONTARIO CITY COUNCIL/
ONTARIO HOUSING AUTHORITY/
SUCCESSOR AGENCY TO THE ONTARIO REDEVELOPMENT AGENCY/
ONTARIO PUBLIC FINANCING AUTHORITY
MINUTES
MAY 17, 2022
(Not official Until Approved)

JOINT MEETINGS

The regular meetings of the Ontario City Council, Housing Authority, Successor Agency to the Ontario Redevelopment Agency, and the Ontario Public Finance Authority were held on Tuesday, May 17, 2022 at Ontario City Hall, 303 E. B Street Ontario, California.

CALL TO ORDER

Mayor Leon called the Joint meetings to order at 5:31 p.m.

ROLL CALL

PRESENT:	Mayor/Chairman	Paul S. Leon
	Mayor pro Tem/Vice Chair:	Alan D. Wapner
	Council/Authority Members:	Debra Dorst-Porada and Ruben Valencia
ABSENT:	Council/Authority Members:	Jim W. Bowman.

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

CLOSED SESSION PUBLIC COMMENT

Mayor Leon inquired whether persons were present who wished to speak to the Closed Sessions item. Hearing no one, City Attorney Duran announced the matters for discussion, as listed on the agenda, and the City Council recessed to Closed Session at 5:32 p.m. for discussion of the following:

CLOSED SESSION

- GC 54956.9(d)(1), CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Chino Basin Municipal Water District v. City of Chino et al., San Bernardino Superior Court Case No. RCV51010

- GC 54956.9(d)(4), CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION: Two (2) Cases

- GC 54956.9 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - City of Ontario v. Joseph A. Garcia, San Bernardino Case No. CIVDS2010355

- GC 54956.9(d)(1), CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION City of Ontario v. We Buy Houses Any Condition, LLC, San Bernardino Superior Court Case No. CIVSB2111984

CALL TO ORDER – OPEN SESSION

Mayor Leon called the meetings to order at 6:37 p.m.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Dorst-Porada.

INVOCATION

The Invocation was led by Pastor Pete Edwardson, Calvary Baptist Church.

REPORT ON CLOSED SESSION

Regarding City of Ontario v. We Buy Houses Any Condition, LLC, San Bernardino Superior Court Case No. CIVSB2111984, City Attorney Duran noted a vote 4-0, with Council Member Bowman absent, to approve an appeal. Regarding the rest of the items on the Closed Session agenda, there was no reportable action.

PUBLIC COMMENTS

There were five emailed comments:
Daniel Jang, introduced SoCal Crossroads Program.
Irma Melnyk, support for local farming.
Diana Perez, trash dumping around the City.
Adrian Castilleja, homelessness.
Annabelle Lovar, construction in the City.

Mayor Leon then called upon the first speaker.

Armando Rodriguez, with the Hispanic Chamber of Commerce spoke about the William Rojas Scholarship Program and announced upcoming events.

Daniel Jang, introduced his nonprofit organization SoCal Crossroads and offered their services to the community.

Cassandra Sanchez, spoke on the Jesus Sanchez homicide case.

Elinor Crescenzi, spoke on community composting.

AGENDA REVIEW/ANNOUNCEMENTS

City Manager Ochoa made no announcements.

SPECIAL CEREMONY

- That the City Council present the 2022 "Model Colony" Awards for Historic Preservation.

Executive Director of Community Development Scott Murphy gave a presentation and announced the 2022 Model Colony winners.

Mayor Leon called a recess at 7:06 p.m. and reconvened the meeting at 7:13 p.m.

CONSENT CALENDAR

CONSENT CALENDAR PUBLIC COMMENT

John Machado, regarding Item No.4, served on the Arts and Culture committee and spoke about the Ontario Art Walk and the future art events in the City.

Andrea Galvan, regarding Item No.4, thanked Council for creating the Art Advisory Committee.

Judi Wapner, regarding Item No. 20, spoke of her experience with Huntington's Disease and the importance of bringing recognition to the disease.

Mayor Leon talked about Item No. 17, and the success of the Kids to Park Day event.

Council Member Dorst-Porada talked about Item No.6, thanking Staff for putting this project together.

MOTION: Moved by Council Member Dorst-Porada, seconded by Council Member Valencia and carried by unanimous vote 4-0, with Council Member Bowman absent, to approve the Consent Calendar as presented.

1. APPROVAL OF MINUTES

The City Council approved minutes for the regular meetings of the City Council and Housing Authority of April 19, 2022, approving the same as on file in the Records Management Department.

2. BILLS & PAYROLL

Approved Bills from April 15, 2022 through April 28, 2022 in the amount of $11,445,726.69, and Payroll April 10, 2022 through April 23, 2022 in the amount of $4,190,185.46, when audited by the Finance Committee.

3. AUTHORIZE THE PURCHASE OF EMERGENCY GENERATORS FOR ONTARIONET POINT-OF-PRESENCE FACILITIES

The City Council approved and authorized the City Manager to award Bid Number 1511 for the purchase and delivery of Emergency Generators in the amount not to exceed $150,000 from Bay City Equipment Industries, Inc. of Rancho Cucamonga, California.

4. AN ORDINANCE ADDING CHAPTER 33 TO TITLE 5 OF VOLUME I TO THE ONTARIO MUNICIPAL CODE, ESTABLISHING A PUBLIC ART PROGRAM, ESTABLISHING A PUBLIC ART ADVISORY COMMITTEE, AND INCLUDING A DEVELOPMENT FEE TO SUPPORT PUBLIC ART, AND FINDING THE ACTION EXEMPT FROM CEQA

The City Council considered and adopted an ordinance adding Chapter 33 to Title 5 of Volume I to the Ontario Municipal Code relating to establishing a Public Art Program, establishing a Public Art Advisory Committee, and a development fee to support public art. First reading and introduction took place at a regular meeting on May 3, 2022.

ORDINANCE NO. 3208 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADDING CHAPTER 33 TO TITLE 5 OF VOLUME I TO THE ONTARIO MUNICIPAL CODE, ESTABLISHING A PUBLIC ART PROGRAM, ESTABLISHING A PUBLIC ART ADVISORY COMMITTEE, AND INCLUDING A DEVELOPMENT FEE TO SUPPORT PUBLIC ART, AND FINDING THE ACTION EXEMPT FROM CEQA.

5. POLICY FOR NAMING OF ONTARIO CITY LIBRARY FACILITIES, ROOMS, OR COLLECTIONS

The City Council adopted the Administrative Policy for naming of Ontario Library facilities, rooms, or collections.

6. A RESOLUTION APPROVING A PURCHASE AND SALE AGREEMENT BETWEEN THE SUCCESSOR AGENCY TO THE ONTARIO REDEVELOPMENT AGENCY AND HDC CONSTRUCTION, INC. IN ACCORDANCE WITH GOVERNMENT CODE SECTION 37350 ET. SEQ.

The Agency Board adopted a Resolution approving a Purchase and Sale Agreement ("Agreement") between the Successor Agency to the Ontario Redevelopment Agency ("Successor Agency") and HDC Construction, Inc., ("Developer") of Ontario, California (on file with the Records Management Department); and authorized the Executive Director to execute the Agreement and all other documents required for implementation of the Agreement.

RESOLUTION NO. SA-018 A RESOLUTION OF THE SUCCESSOR AGENCY TO THE ONTARIO REDEVELOPMENT AGENCY OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING A PURCHASE AND SALE AGREEMENT WITH HDC CONSTRUCTION, INC. FOR THE PURCHASE OF 213 NORTH FERN AVENUE.

7. AN AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDED DOWNTOWN FACADE IMPROVEMENT PROGRAM GUIDELINES

The City Council considered and approved the adoption of the amended Community Development Block Grant funded Downtown Facade Improvement Program Guidelines.

8. A RESOLUTION REGARDING FOURTH AMENDMENT TO OPERATING COVENANT AND TAX SHARING AGREEMENT (EXCLUSIVELY VOLVO) BETWEEN THE CITY OF ONTARIO AND G.H.N., INC

The City Council took the following actions:

A. Adopted a Resolution approving the Fourth Amendment to the Operating Covenant and Tax Sharing Agreement (Exclusively Volvo), by and between the City of Ontario and G.H.N, Inc. hereafter referred to as "Dealer", and authorized the City Manager to execute the Agreement, and make related findings; and
B. Directed City Staff to file a Notice of Exemption based upon the City Council's finding that the impact for this Agreement is not a project and subject to environmental review and that there is no possibility that the activity in question may have a significant effect on the environment.

RESOLUTION NO. 2022-039 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING THE FOURTH AMENDMENT TO OPERATING COVENANT AND TAX SHARING AGREEMENT (EXCLUSIVELY VOLVO) BETWEEN THE CITY OF ONTARIO AND G.H.N., INC.

9. AN INCREASE IN THE TOTAL AUTHORIZED EXPENDITURE FOR THE CONSTRUCTION CONTRACT FOR THE 2021 SPRING ALLEY CDBG PAVEMENT REHABILITATION PROJECT

The City Council approved an increase of $40,000 in the total authorized expenditure for the construction contract with Onyx Paving Company, Inc. of Anaheim, California (Contractor) for the 2021 Spring Alley Community Development Block Grant (CDBG) Pavement Rehabilitation Project, resulting in a revised total authorized expenditure of $639,500.

10. RECOGNITION OF "HISTORIC PRESERVATION MONTH" IN THE CITY OF ONTARIO

The City Council Proclaimed the Month of May 2022 as “Historic Preservation Month” in the City of Ontario.

11. APPROVAL FOR LEASE FOR A LEICA LASER SCANNER WITH GREATAMERICA FINANCIAL SERVICES CORPORATION

The City Council approved a second five-year $81,471 lease with GreatAmerica Services Corporation regarding a Precision Leica RTC360 Forensic Mapping Laser Scanner for the Police Department’s Forensics Division.

12. A CONSTRUCTION CONTRACT FOR THE REPLACEMENT AND INSTALLATION OF FLOORING AT THE SENIOR CENTER

The City Council took the following actions:

A. Authorized the City Manager to execute a cooperative purchasing construction contract with Sourcewell Contract #080819-SII with Shaw Industries Inc. of Dallas, Texas, for the replacement and installation of new flooring at the Senior Center in the amount of $121,682.74 with a 10% contingency of $12,168.00 for a total amount not to exceed of $133,850.74.
B. Authorized the City Manager to execute said contract and authorized the filing of the notice of completion at the conclusion of all construction activities related to the project.

13. A CONSTRUCTION CONTRACT FOR THE OVITT FAMILY COMMUNITY LIBRARY ROOF RESTORATION

The City Council took the following actions:

A. Awarded Bid No. 1505 and approved a Construction Contract with Letner Roofing Company located in Orange, California, for the roof restoration of the new Tremco Roof Application System at the Ovitt Family Community Library for an amount of $830,700, plus a contingency of $32,128 for a total amount of $862,828;
B. Authorized the City Manager to execute said contract; and
C. Authorized the filing of the notice of completion at the conclusion of all construction activities related to the project.

14. AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING DESIGN SERVICES FOR THE COMPRESSED NATURAL GAS COMPRESSOR REPLACEMENT AND UPGRADE PROJECT

The City Council authorized the City Manager to execute Amendment No. 3 to the Professional Service Agreement with STV Energy Services, Inc. of Douglassville, Pennsylvania for engineering services for the City's Compressed Natural Gas (CNG) Compressor Replacement and Upgrade Project, adding $34,690 for a revised total contract amount of $188,320.

15. AN AMENDMENT TO THE EQUIPMENT PURCHASE AGREEMENT WITH MCLAUGHLIN WASTE EQUIPMENT, INC. FOR COMMERCIAL BIN CONTAINERS

The City Council authorized the City Manager to execute Amendment No. 3 to the existing Equipment Purchase Agreement with McLaughlin Waste Equipment, Inc. of Galt, California for the procurement of commercial bin containers in an amount not to exceed $2,900,000.

16. AN AMENDMENT TO THE EQUIPMENT PURCHASE AGREEMENT WITH MCLAUGHLIN WASTE EQUIPMENT, INC. FOR ROLL-OFF CONTAINERS AND PARTS

The City Council authorized the City Manager to execute Amendment No. 1 to the existing Equipment Purchase Agreement with McLaughlin Waste Equipment, Inc. of Galt, California for the procurement of roll-off containers in an amount not to exceed $1,480,000.

17. PROCLAMATION OF MAY 21, 2022 AS KIDS TO PARKS DAY

The City Council proclaimed May 21, 2022 as Kids to Parks Day in the City of Ontario.

18. AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR INTEGRATED PROJECT CONTROLS, ASSESSMENT, AND REPORTING SERVICES

The City Council approved and authorized the City Manager or his designee to execute Amendment No. 2 to the Professional Services Agreement with CAPO Project Group, LLC., of San Clemente, California, in the amount of $200,000, increasing the not-to-exceed amount from $99,835 to $299,835 and extending the services to September 30, 2023.

19. TWO PROFESSIONAL SERVICES AGREEMENTS FOR PRETREATMENT PROGRAM & CIVIL ENGINEERING SUPPORT SERVICES

The City Council took the following actions:

1. Approved and authorized the City Manager to execute a Professional Services Agreement with EEC Environmental of Orange, California, in the amount of $15,000 for Fiscal Year 2021-22, and authorized the cost of $80,000 (with up to a 5% increase) per Fiscal Year (2022-23 to 2027-28) for a total not-to-exceed of $457,050 for the five years.
2. Approved and authorized the City Manager to execute a Professional Services Agreement with Project Partners, Inc., of Laguna Hills, California, in the amount of $35,000 for Fiscal Year 2021-22, and authorize the cost of $120,000 (with up to a 5% increase) per Fiscal Year (2022-23 to 2027-28) for a total not-to-exceed of $698,075 for the five years.

20. A PROCLAMATION DECLARING MAY 2022 AS HUNTINGTON'S DISEASE AWARENESS MONTH

The City Council proclaimed May 2022 as Huntington's Disease Awareness Month.

PUBLIC HEARINGS

21. A PUBLIC HEARING TO CONSIDER AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT (FILE NO. PDA21-014) BETWEEN THE CITY OF ONTARIO AND BROOKCAL ONTARIO, LLC., TO ESTABLISH THE TERMS AND CONDITIONS FOR THE DEVELOPMENT OF TENTATIVE TRACT MAP 20449 (FILE NO. PMTT21-014), A 35.65-ACRE PROPERTY LOCATED NEAR THE SOUTHEAST CORNER OF HAVEN AVENUE AND ONTARIO RANCH ROAD, WITHIN PLANNING AREA 9A (RESIDENTIAL & COMMERICIAL LAND USE DISTRICT) OF THE RICH HAVEN SPECIFIC PLAN, AND MAKING FINDINGS IN SUPPORT THEREOF - APN: 0218-211-01

The City Council introduced and waived further reading of an Ordinance approving the Development Agreement (File No. PDA21-014) between the City of Ontario and BrookCal Ontario, LLC., to establish the terms and conditions for the development of Tentative Tract Map 20499 (File No. PMTT21-014), a 35.65-acre property located near the southeast corner of Haven Avenue and Ontario Ranch Road, within Planning Area 9A (Residential & Commercial land use district) of the Rich Haven Specific Plan.

ORDINANCE NO. 3209 (FIRST READING) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PDA21-014, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND BROOKCAL ONTARIO LLC., TO ESTABLISH THE TERMS AND

CONDITIONS FOR THE DEVELOPMENT OF TENTATIVE TRACT MAP 20449 (FILE NO. PMTT21-014), A 35.65-ACRE PROPERTY LOCATED NEAR THE SOUTHEAST CORNER OF HAVEN AVENUE AND ONTARIO RANCH ROAD, WITHIN PLANNING AREA 9A (RESIDENTIAL & COMMERCIAL LAND USE DISTRICT) OF THE RICH HAVEN SPECIFIC PLAN, AND MAKING FINDINGS IN SUPPORT THEREOF—APN: 0218-211-01.

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

Mayor Leon opened the public hearing asking those persons interested in this item to speak. Hearing no one wishing to speak, Mayor Leon closed the public hearing and opened the item for Council discussion.

MOTION: Moved by Council Member Dorst-Porada, seconded by Mayor pro Tem Wapner and carried by unanimous vote of 4-0, with Council Member Bowman absent, to introduce Ordinance No. 3209.

22. ACCEPTANCE OF A RESOLUTION OF ABANDONMENT OF PROCEEDINGS FOR PROPOSED CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 63 (OLIVE AND OLEANDER FACILITIES)

The City Council considered and adopted a Resolution of Abandonment to abandon any and all proceedings with respect to the Proposed Community Facilities District No 63 (Olive and Oleander Facilities) (the "CFD"), including any and all proceedings initiated or completed by the Resolution of Intention to Incur Bonded Indebtedness and any and all proceedings, required or contemplated by the Act with respect thereto subsequent date of adoption of the Resolution of Intention and the Resolution to Incur Bonded Indebtedness.

RESOLUTION NO. 2022-040 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, OF ABANDONMENT OF PROCEEDINGS FOR PROPOSED CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 63 (OLIVE AND OLEANDER FACILITIES).

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

Mayor Leon opened the public hearing asking those persons interested in this item to speak. Hearing no one wishing to speak, Mayor Leon closed the public hearing and opened the item for Council discussion.

MOTION: Moved by Mayor pro Tem Wapner, seconded by Council Member Dorst-Porada and carried by unanimous vote of 4-0, with Council Member Bowman absent, to adopt Resolution No. 2022-040.

23. APPROVAL OF THE ISSUANCE AND SALE OF LEASE REVENUE BONDS TO FINANCE CERTAIN PUBLIC CAPITAL IMPROVEMENTS FOR PUBLIC PURPOSES

The City Council and the Ontario Public Financing Authority adopted a Resolution authorizing proceedings and agreements relating to the financing of public capital improvements for public purposes.

A. City Council adopted a Resolution approving issuance and sale of bonds by the Ontario Public Financing Authority;
B. Approved an Official Statement and authorized official actions;
C. Ontario Public Financing Authority adopted a Resolution of the Ontario Public Financing Authority authorizing the issuance of its Lease Revenue Bonds in the aggregate principal amount of not to exceed $110,000,000 in connection with the financing of public capital improvements;
D. Authorized and direct execution of a first amendment and supplement to Indenture, a first amendment and supplement to Lease Agreement, a first amendment Ground Lease Agreement, Assignment Agreement, and Agency Agreement;
E. Authorized the sale of the bonds and an Official Statement and authorized official actions and execution of related documents; and
F. Authorized the City Manager to negotiate and execute contracts for the services of Bond Counsel, Municipal Advisor, Underwriter, and Trustee.

RESOLUTION NO. 2022-041 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AUTHORIZING PROCEEDINGS AND AGREEMENTS RELATING TO THE FINANCING OF PUBLIC CAPITAL IMPROVEMENTS FOR PUBLIC PURPOSES, APPROVING ISSUANCE AND SALE OF BONDS BY THE ONTARIO PUBLIC FINANCING AUTHORITY, APPROVING AN OFFICIAL STATEMENT AND AUTHORIZING OFFICIAL ACTIONS.

RESOLUTION NO. OPFA-007 A RESOLUTION OF THE ONTARIO PUBLIC FINANCING AUTHORITY OF THE CITY OF ONTARIO, CALIFORNIA, AUTHORIZING THE ISSUANCE OF ITS LEASE REVENUE BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $110,000,000 IN CONNECTION WITH THE FINANCING OF PUBLIC CAPITAL IMPROVEMENTS, AUTHORIZING AND DIRECTING EXECUTION OF A FIRST AMENDMENT AND SUPPLEMENT TO INDENTURE, A FIRST AMENDMENT AND SUPPLEMENT TO LEASE AGREEMENT, FIRST AMENDMENT TO GROUND LEASE AGREEMENT, ASSIGNMENT AGREEMENT, AND AGENCY AGREEMENT, AUTHORIZING THE SALE OF THE BONDS AND AN OFFICIAL STATEMENT AND AUTHORIZING OFFICIAL ACTIONS AND EXECUTION OF RELATED DOCUMENTS.

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

Mayor Leon opened the public hearing asking those persons interested in this item to speak. Hearing no one wishing to speak, Mayor Leon closed the public hearing and opened the item for Council discussion.

MOTION: Moved by Council Member Dorst-Porada, seconded by Council Member Valencia and carried by unanimous vote of 4-0, with Council Member Bowman absent, adopt Resolution Nos. 2022-041 and OPFA-007.

ADMINISTRATIVE REPORTS/DISCUSSION/ACTION

24. FIRST READING OF ORDINANCE ADOPTING A MILITARY EQUIPMENT USE POLICY PURSUANT TO GOVERNMENT CODE SECTIONS 7070, ET. SEQ.

The City Council introduced and waived further reading of an Ordinance adopting the “Military Equipment” policy and approve the itemized military grade equipment currently in possession of the Ontario Police Department.

ORDINANCE NO. 3210 (FIRST READING) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADOPTING A MILITARY EQUIPMENT USE POLICY PURSUANT TO GOVERNMENT CODE §§7070,ET,SEQ.

MOTION: Moved by Mayor pro Tem Wapner, seconded by Council Member Dorst-Porada and carried by unanimous vote of 4-0, with Council Member Bowman absent, to introduce Ordinance No. 3210.

25. ACCEPTANCE OF A WRITTEN PETITION TO CREATE A COMMUNITY FACILITIES DISTRICT; A RESOLUTION OF INTENTION TO ESTABLISH CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 66 (OLIVE AND OLEANDER FACILITIES) AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES; AND A RESOLUTION TO INCUR BONDED INDEBTEDNESS

The City Council considered and:

A. Accepted a written petition from Shea Homes Limited Partnership, to create a Community Facilities District, 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. 66 (Olive and Oleander Facilities) (the "CFD") and 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, June 21, 2022; and

C. Adopted a Resolution to Incur Bonded Indebtedness of proposed Community Facilities District No. 66 (Olive and Oleander Facilities)

RESOLUTION NO. 2022-042 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. 66 (OLIVE AND OLEANDER FACILITIES), AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES.

RESOLUTION NO. 2022-043 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, TO INCUR BONDED INDEBTEDNESS OF THE PROPOSED CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 66 (OLIVE AND OLEANDER FACILITIES).

MOTION: Moved by Council Member Dorst-Porada, seconded by Mayor pro Tem Wapner and carried by unanimous vote of 4-0, with Council Member Bowman absent, to adopt Resolution Nos. 2022-042 and 2022-043.

STAFF MATTERS

City Manager Ochoa made no comments.

COUNCIL MATTERS

Mayor Leon spoke of the recent food waste rules passed by The State to local municipalities. He also spoke on the Model Colony Awards adding he would also like to see a Neighborhood Beautification Award.

Council Member Valencia asked for consensus to adjourn in memory of National Police Week 2022, he also thanked staff for the recent Ram's event and spoke about water preservation.

Mayor pro Tem Wapner spoke of his experience at a local hospital.

Council Member Dorst-Porada spoke on Assembly Bills affecting local control. She also spoke about the Ontario Living Magazine.

Mayor Leon announced the Esperanza High School Mayor's Gala.

ADJOURNMENT

Mayor Leon adjourned the meetings of the Joint Agencies at 7:55 p.m. in recognition of National Police Week 2022 and announced the next regular meeting to be held on Tuesday, June 7, 2022.

Respectfully submitted,

_____
SHEILA MAUTZ, CITY CLERK/SECRETARY

APPROVED:

_____
PAUL S. LEON, MAYOR/CHAIRMAN

ONTARIO CITY COUNCIL/
ONTARIO HOUSING AUTHORITY
SPECIAL MEETING MINUTES
MAY 26, 2022
(Not Official Until Approved)

JOINT MEETINGS

The special meetings of the Ontario City Council and Housing Authority were held on Thursday, May 26, 2022 at Ontario City Hall, 303 E. B Street Ontario, California.

CALL TO ORDER

Mayor Leon called the Joint City Council and Ontario Housing Authority meetings to order at 9:06 a.m.

ROLL CALL

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

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

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Valencia.

PUBLIC COMMENTS

There were no public comments.

AGENDA REVIEW/ANNOUNCEMENTS

City Manager Ochoa made no announcements.

PUBLIC HEARINGS

1. A RESOLUTION APPROVING A CITYWIDE FEE SCHEDULE ESTABLISHING AND AMENDING CERTAIN SERVICE AND DEVELOPMENT-RELATED FEES FOR CITY SERVICES, AND REPEALING PREVIOUS ACTIONS TO THE EXTENT THEY ARE IN CONFLICT

The City Council adopted a Resolution to approve the City of Ontario Fiscal Year 2022-23 Proposed Citywide Fee Schedule in order to establish and amend certain service and development-related fees for City services.

RESOLUTION NO. 2022-044 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADOPTING A CITYWIDE FEE SCHEDULE ESTABLISHING AND AMENDING CERTAIN SERVICE AND DEVELOPMENT-RELATED FEES FOR CITY SERVICES, AND REPEALING PREVIOUS ACTIONS IN CONFLICT HEREWITH.

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

Mayor Leon opened the public hearing asking those persons interested in this item to speak. Hearing no one wishing to speak, Mayor Leon closed the public hearing and opened the item for Council discussion.

City Manager Ochoa clarified a typographical error noting the anticipated development fees to be generated are $25 and not $25,000.

MOTION: Moved by Council Member Bowman, seconded by Mayor pro Tem Wapner and carried by unanimous vote of 5-0, to adopt Resolution No. 2022-044.

ADMINISTRATIVE REPORTS/DISCUSSION/ACTION

2. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AMENDING CHAPTER 2 OF TITLE 1, CHAPTER 6 OF TITLE 2, AND CHAPTERS 1 AND 2 OF TITLE 3 OF THE ONTARIO MUNICIPAL CODE RELATING TO THE PROCUREMENT OF ON-CALL SERVICES, APPROVAL AND MANUAL SIGNATURE REQUIREMENTS, AND FEES LOCATED IN THE CITYWIDE FEE SCHEDULE

That the City Council consider and introduce an ordinance amending Chapter 2 of Title 1, Chapter 6 of Title 2, and Chapters 1 and 2 of Title 3 of the Ontario Municipal Code relating to the procurement of on-call services, approval and manual signature requirements, and fees located in the Citywide Fee Schedule.

ORDINANCE NO. 3211 (FIRST READING) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AMENDING CHAPTER 2 OF TITLE 1, CHAPTER 6 OF TITLE 2, AND CHAPTERS 1 AND 2 OF TITLE 3 OF

THE ONTARIO MUNICIPAL CODE RELATING TO THE PROCUREMENT OF ON-CALL SERVICES, APPROVAL AND MANUAL SIGNATURE REQUIREMENTS, AND FEES LOCATED IN THE CITYWIDE FEE SCHEDULE.

MOTION: Moved by Council Member Bowman, seconded by Council Member Valencia and carried by unanimous vote of 5-0, to introduce Ordinance No. 3211.

3. A RESOLUTION APPROVING THE FY 2022-23 THROUGH FY 2026-27 MEASURE I FIVE-YEAR CAPITAL IMPROVEMENT EXPENDITURE PLAN AND EXPENDITURE STRATEGY

That the City Council adopt a Resolution approving the FY 2022-23 through FY 2026-27 Measure I Five-Year Capital Improvement Expenditure Plan and Expenditure Strategy.

RESOLUTION NO. 2022-045 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADOPTING THE FY 2022-23 THROUGH FY 2026-27 MEASURE I FIVE-YEAR CAPITAL IMPROVEMENT PLAN.

MOTION: Moved by Council Member Bowman, seconded by Council Member Valencia and carried by unanimous vote of 5-0, to adopt Resolution No. 2022-045.

Mayor Leon recessed the meeting at 10:16 a.m. and reconvened at 10:24 a.m.

4. FISCAL YEAR 2021-22 YEAR-END BUDGET UPDATE REPORT AND REVIEW AND ADOPTION OF THE CITY'S FISCAL YEAR 2022-23 BUDGET AND APPROVAL OF BUDGET-RELATED ACTIONS

A. That the City Council approve the budget adjustments and recommendations as listed in the Fiscal Year 2021-22 Year-End Budget Update Report;
B. That the City Council and Housing Authority Board adopt Resolutions establishing the appropriations limit of the City of Ontario for Fiscal Year 2022-23 and approve the operating budgets, including the capital improvement program, of the City of Ontario and Ontario Housing Authority for Fiscal year 2022-23;
C. That the City Council approve the annual budget of the Ontario Convention Center for Fiscal Year 2022-23;
D. Approve the updated Travel and Expense Reimbursement Policy; and
E. Approve the Salary Grade Report for FY 2022-23.

City Council asked questions regarding the budget and Staff provided answers accordingly.

RESOLUTION NO. 2022-046 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ESTABLISHING AN APPROPRIATIONS LIMIT FOR THE CITY OF ONTARIO FOR FISCAL YEAR 2022-23.

RESOLUTION NO. 2022-047 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADOPTING THE OPERATING BUDGET OF SAID CITY FOR THE FISCAL YEAR 2022-23.

RESOLUTION NO. OHA-110 A RESOLUTION OF THE ONTARIO HOUSING AUTHORITY OF THE CITY OF ONTARIO, CALIFORNIA, ADOPTING A BUDGET FOR SAID AUTHORITY FOR THE FISCAL YEAR 2022-23.

MOTION: Moved by Council Member Bowman, seconded by Council Member Dorst-Porada and carried by unanimous vote of 5-0, to adopt Resolution Nos. 2022-046, OHA-110, and 2022-047.

ADJOURNMENT

Mayor Leon adjourned the meetings of the Joint Agencies at 10:40 a.m.

Respectfully submitted,

_____
SHEILA MAUTZ, CITY CLERK/SECRETARY

APPROVED:

_____
PAUL S. LEON, MAYOR/CHAIRMAN

CITY OF ONTARIO *Agenda Report* **June 21, 2022**	**SECTION:** **CONSENT CALENDAR**
Department: Building Prepared By: Scott Murphy Staff Member Presenting: Scott Murphy, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 3

SUBJECT: **PROFESSIONAL SERVICES AGREEMENTS WITH BPR CONSULTING SERVICES, CSG CONSULTANTS, INC., AND WILLDAN ENGINEERING FOR ON-CALL BUILDING INSPECTION SERVICES, BUILDING PLAN CHECK SERVICE, BUILDING PERMIT TECHNICIAN SERVICES, AND BUILDING OFFICE SERVICES**

RECOMMENDATION: That the City Council award, approve and authorize the City Manager, or his designee, to:

A. Execute a three-year Professional Services Agreements (on file in the Records Management Department) with BPR Consulting Services of El Dorado Hills, California; CSG Consultants, Inc. of Orange, California; and, Willdan Engineering of Industry, California, to provide on-call inspection, plan check, permit technician, and building office services for a not-to-exceed amount of $500,000 per year per vendor, with a not-to-exceed amount of $1,500,000 per vendor and a total expenditure of $4,500,000 over the initial three years of the contract; and
B. Authorize the City Manager, or his designee, to extend the Agreements for up to two (2) additional one (1) year periods, at the City's discretion, for an estimated annual expenditure of $1,500,000 per year, consistent with City Council approved budgets for each respective fiscal year.

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

FISCAL IMPACT: The Fiscal Year 2022-23 Adopted Budget, approved by the City Council on May 26, 2022, includes appropriations of $1,600,000 for Building Department consulting services. Actual expenditures will be based on the fixed unit pricing applied to the extent of services rendered and pursuant to Exhibit "C" - Compensation of the Professional Services Agreements. The cost of the proposed Professional Services Agreements is $1,500,000 per fiscal year and $4,500,000 over the initial three-year term. At the City's discretion, two additional one-year extensions may be provided, consistent with City Council approved budgets for the respective fiscal year.

BACKGROUND & ANALYSIS: As the City has observed over the past couple of decades, building plan check applications and building permit issuance tends to be a function of the state of the economy. As development grows/expands, as observed during 2005-2006, demands on City Staff to provide plan check, inspection, and counter assistance services has increased dramatically. The great recession of 2008-2012 saw the bottom fall out of the residential market and with it, the demand for those same plan check, permitting, inspection and counter services dropped dramatically. To address these peaks and valleys in service demands, the Building Department has made use of consultants to provide plan check and inspection services during peak times and has curtailed consultant activity for plan check and inspection services during slow times, thereby minimizing the need to reduce staffing levels.

In February 2022, the City solicited Requests for Proposals (RFP) #1501 from qualified firms to perform plan check, inspections and temporary staff services. Staff received proposals from 11 firms. The proposals were reviewed based on the criteria outlined in the RFP, which included the clarity and content of the proposal, the firm's experience and performance, team member's experience and performance, fee proposal and reference comments, and six firms were identified for the short list and further consideration.

A panel of Community Development Agency personnel conducted interviews with each firm and, based upon the bid response review and interviews, the panel recommends award of the Professional Services Agreement to three firms - BPR Consulting Services of El Dorado Hills, California; CSG Consultants, Inc. of Orange, California; and, Willdan Engineering of Industry, California. Each of these firms have extensive experience with Building plan check services. Further, staff augmentation capabilities, technical proficiency, and digital submittal familiarity were attributes that set these firms apart from the others considered.

CITY OF ONTARIO *Agenda Report* **June 21, 2022**	**SECTION:** **CONSENT CALENDAR**
Department: Community Improvement Prepared By: Douglas J Sorel Staff Member Presenting: Scott Murphy, Executive Director Community Development Approved By: 	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 4

SUBJECT: PROFESSIONAL SERVICES AGREEMENT FOR COMMUNITY IMPROVEMENT DEPARTMENT LEGAL SERVICES

RECOMMENDATION: That the City Council award, approve and authorize the City Manager, or his designee, to:

A. Execute a three-year Professional Services Agreement with the Law Offices of Charisse L. Smith for Community Improvement Department Legal Services in an amount not to exceed $100,000 per year and a total not to exceed amount of $300,000 for the initial term of the agreement; and
B. Authorize the option to extend the agreement, at the City's sole discretion, for up to two additional one-year terms, consistent with approved budgets for each respective fiscal year.

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

FISCAL IMPACT: The Fiscal Year 2022-23 Adopted Operating Budget includes appropriations from the General Fund for Community Improvement Department legal services for the initial year. If approved, appropriations for the future years of the agreements will be included in respective annual budgets to be approved by City Council. The total compensation paid by the City will be contingent on actual services provided based upon the fee structure set forth in the three-year professional services agreement.

BACKGROUND & ANALYSIS: The Community Improvement Department relies on outside legal counsel to assist with the civil prosecution of code enforcement cases, to represent the Department for cases which may pose a potential conflict for the City Attorney, to provide legal advice and consultation for the Community Improvement Director and staff, and to support the Department on any other legal issue which may arise.

In February 2022, the City solicited Request for Proposals (RFP) #1495 for Community Improvement Department Legal Services. Staff received bids from the firms of Burke, Williams & Sorenson of Los

Angeles, CA, Jones Mayer of Fullerton, CA, and Charisse L. Smith of Rancho Cucamonga, CA. A panel of Community Improvement Department personnel reviewed each bid response based on criteria set forth in the RFP, which included the clarity and content of the proposal, the firm's experience and performance, team member's experience and performance, fee proposal and reference comments, and conducted interviews with each firm. Based upon the bid response review and interviews, the panel recommends award of the Professional Services Agreement to the Law Offices of Charisse L. Smith.

The following is a summary of the responding firms:

Proposer	**Location**	**RFP Review Ranking**	**Hourly Billing Rate***
Charisse L. Smith	Rancho Cucamonga, CA	1	$200 / $300
Jones Mayer	Fullerton, CA	2	$250 / $300
Burke, William & Sorenson	Los Angeles, CA	3	$265 / $350

*Standard Billing/Deferred Billing Rate

The Law Offices of Charisse L. Smith has approximately 20 years of experience providing legal services for code enforcement departments, including 11 years of experience in providing legal services to the Ontario Community Improvement Department. Additionally, they provide value to the City through the firm's competitive hourly rates, familiarity with the Ontario Municipal Code, familiarity with the Community Improvement Department's operations, processes, and Staff, and by providing continuity in advancing existing cases towards settlement or adjudication.

CITY OF ONTARIO *Agenda Report* **June 21, 2022**	**SECTION:** **CONSENT CALENDAR**
Department: Community Improvement Prepared By: Douglas J Sorel Staff Member Presenting: Scott Murphy, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 5

SUBJECT: EMERGENCY ON-CALL BOARD UPS AND ABATEMENTS CONTRACTOR AGREEMENTS

RECOMMENDATION: That the City Council award, approve and authorize the City Manager, or his designee, to:

A. Execute three-year construction agreements with SLS Property Solutions, Inc. of Santa Ana, CA and Belfor USA Group, Inc. of Birmingham, MI, for a not-to-exceed amount of $100,000 per year per vendor, with a not-to-exceed amount of $300,000 per vendor for three years and a total not-to-exceed amount of $600,000 for both vendors over the initial three years of the contract, consistent with approved budgets for each respective fiscal year; and
B. Authorize the option to extend each agreement for up to two additional one-year terms, consistent with approved budgets for each respective fiscal year.

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

FISCAL IMPACT: The Fiscal Year 2022-23 Adopted Budget includes appropriations from the General Fund and Housing Authority Fund for the initial year. If approved, appropriations for the future years of the agreements will be included in respective annual budgets to be approved by City Council. The total compensation paid by the City will be contingent upon actual services provided by each vendor based upon the fee structures set forth in Exhibit "G" of each respective construction agreements with a not-to-exceed amount of $100,000 per year per vendor, with a not-to-exceed amount of $300,000 per vendor for three years and a total not-to-exceed amount of $600,000 for both vendors over the three years of the contract, consistent with approved budgets for each respective fiscal year.

BACKGROUND & ANALYSIS: Various City Departments utilize vendors to provide emergency board-up services for public and private buildings damaged by fire, burglary, vandalism, and other causes. The City utilizes these same vendors to perform abatement services on vacant lots identified through the Weed Abatement Program. The agreements with the existing vendors, SLS

Property Solutions Inc. and Belfor USA Group, end on June 30, 2022.

In February 2022, the City solicited Requests for Proposal (RFP) #1500 from qualified firms to perform Emergency On-Call Board Ups and Abatements. Staff received bids from five firms. A panel of Community Improvement Department personnel evaluated each bid response based on criteria set forth in the RFP, which included the clarity and content of the proposal, the firm's experience and performance, fee proposal and reference comments. The panel determined one bid response was incomplete and was deemed non-responsive. Interviews were conducted with the top four firms.

The following is a summary of the responding firms:

Proposer	**Location**	**Rank**	**Avg Review Score**
Belfor USA Group	Birmingham, MI	1	46.5
SLS Property Solutions, Inc.	Santa Ana, CA	2	45.75
AD Improvements	Downey, CA	3	44.25
Real Estate Consulting and Services	Lake Elsinore, CA	4	34.5
Raze Demolition	Ontario, CA	5	non-responsive

Based on the strength of their proposals, candidate interviews, references, pricing, local knowledge and track record of providing similar services to the City of Ontario, Staff recommends awarding the agreements to SLS Property Solutions Inc. of Santa Ana, CA and Belfor USA Group, Inc. of Birmingham, MI.

CITY OF ONTARIO *Agenda Report* **June 21, 2022**	**SECTION:** **CONSENT CALENDAR**
Department: Engineering Prepared By: Leonard Lui Staff Member Presenting: Scott Murphy, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 6

SUBJECT: A DESIGN SERVICES AGREEMENT FOR THE SAN ANTONIO STORM DRAIN PROJECT

RECOMMENDATION: That the City Council approve a Design Services Agreement (on file in the Records Management Department) with EXP US Services, Inc., of San Bernardino, California to provide engineering design services for the San Antonio Storm Drain Project in the amount of $940,047, plus a ten percent (10%) contingency of $94,005 for a total amount of $1,034,052; and authorize the City Manager to execute said Agreement and future amendments within the authorization limits.

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

FISCAL IMPACT: The Fiscal Year 2021-22 Adopted Budget appropriated funds in the amount of $3,000,000 in General City Storm Drain Development Impact Fee Fund for the design phase of the project (DIF Project Nos. SD-073 and SD-086). Per the Funding Agreement previously approved by City Council on November 3, 2020, with San Bernardino Flood Control District (SBCFCD) and the City of Chino, the City will be reimbursed 77.5% of the design costs in Fiscal Year 2023-24. SBCFCD will utilize Zone 1 Funds on a reimbursement basis for 75% of the design and construction of the San Antonio Avenue Storm Drain Project and the City of Chino will reimburse 2.5%.

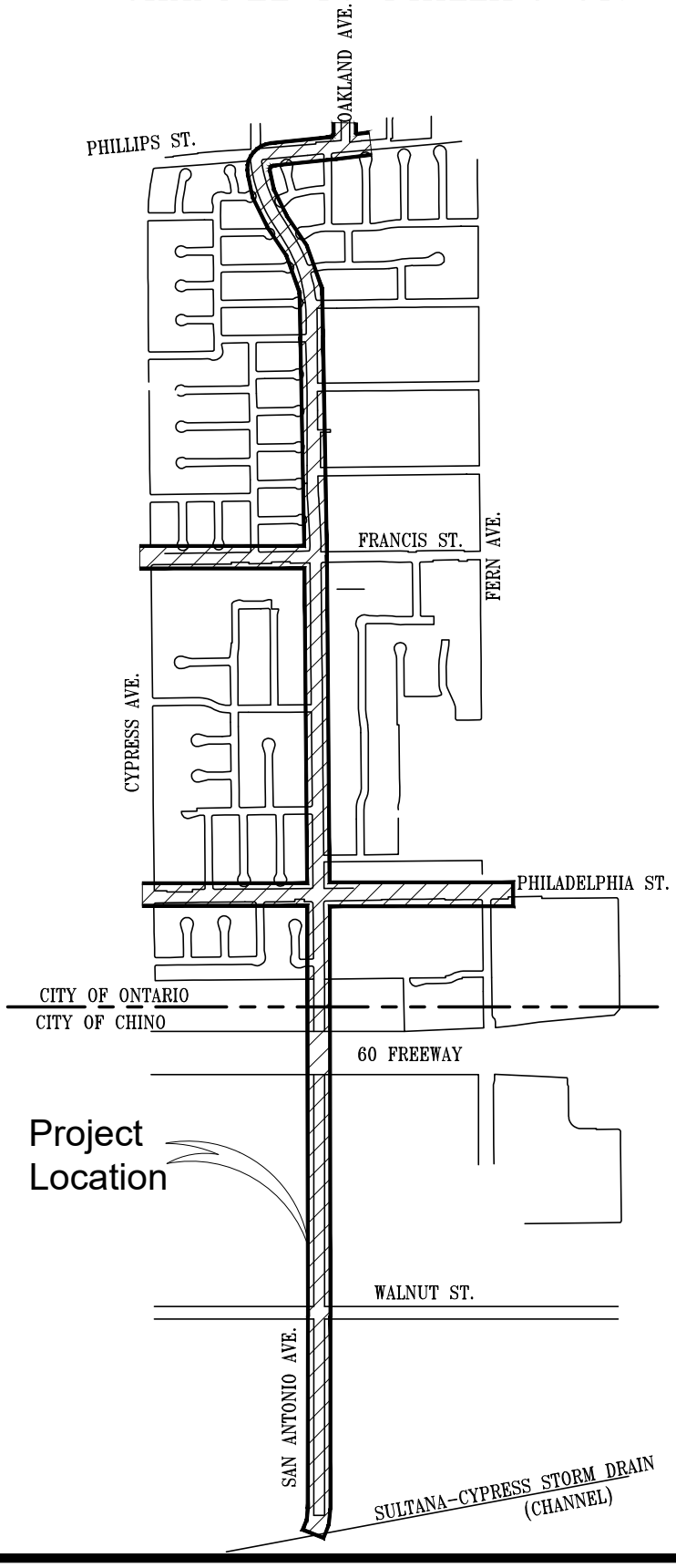
BACKGROUND & ANALYSIS: The San Antonio Avenue Storm Drain Project is a regional Master Plan facility that has a tributary drainage area of 1,226 acres. The project is located in San Antonio Avenue, from the Sultana-Cypress Storm Drain in the City of Chino to Phillips Street then easterly to Oakland Avenue in the City of Ontario, including major laterals on Philadelphia Street and Francis Street. A project location map has been provided for reference (see attached Exhibit A). The storm drain project consists of installation of reinforced concrete pipes of various sizes ranging from 24-inch to 102-inch diameter, reinforced concrete boxes ranging from 9 feet by 7.5 feet to 9.5 feet by 8 feet, construction of concrete channel connection and improvements, catch basins, and other

drainage appurtenances.

The Agreement will provide for engineering design services for the preparation of plans, specifications, estimates ("PS&E"), permit and utility coordination, hydrology and hydraulics, and design support during construction.

In January 2022, the City solicited proposals and received seven responses. A selection team comprised of City staff, City of Chino staff, and SBCFCD staff reviewed the proposals and interviewed the top four scoring firms on April 7, 2022. After evaluation of the firms, the selection team recommends EXP US Services, Inc. based upon the quality of their proposal, past performance on similar projects, and favorable references. EXP US Services has agreed to a base fee of $940,047, which is deemed a fair and reasonable fee for the specified scope of work.

EXHIBIT "A"
SAN ANTONIO AVENUE
STORM DRAIN IMPROVEMENT
Project No. SM2101
CHANNEL TO PHILLIPS ST.



N.T.S.

CITY OF ONTARIO *Agenda Report* **June 21, 2022**	**SECTION:** **CONSENT CALENDAR**
Department: Financial Services Prepared By: Cecilia House Staff Member Presenting: Armen Harkalyan, Executive Director of Finance Reviewed By: Cecilia House, Armen Harkalyan Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 7

SUBJECT: **AN ORDINANCE AMENDING CHAPTER 2 OF TITLE 1, CHAPTER 6 OF TITLE 2, AND CHAPTERS 1 AND 2 OF TITLE 3 OF THE ONTARIO MUNICIPAL CODE RELATING TO THE PROCUREMENT OF ON-CALL SERVICES, APPROVAL AND MANUAL SIGNATURE REQUIREMENTS, AND FEES LOCATED IN THE CITYWIDE FEE SCHEDULE**

RECOMMENDATION: That the City Council consider and adopt an Ordinance to amend Chapter 2 of Title 1, Chapter 6 of Title 2, and Chapters 1 and 2 of Title 3 of the Ontario Municipal Code relating to the procurement of on-call services, approval and manual signature requirements, and fees located in the Citywide Fee Schedule.

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

FISCAL IMPACT: There is no direct fiscal impact to the General Fund. This amendment changes four chapters in the Municipal Code relating to the procurement of on-call services, approval and manual signature requirements, and fees located in the Citywide Fee Schedule.

BACKGROUND & ANALYSIS: On May 26, 2022, the City Council introduced and waived further reading of an Ordinance to amend Chapter 2 of Title 1, Chapter 6 of Title 2, and Chapters 1 and 2 of Title 3 of the Ontario Municipal Code relating to the procurement of on-call services, approval and manual signature requirements, and fees located in the Citywide Fee Schedule.

As part of an annual review of the Municipal Code, Staff and the City Attorney recommended revisions to include procurement procedures for on-call service agreements and to modernize the procedures for issuing approved payments to vendors. These revisions will ensure consistency between the Ontario Municipal Code and Citywide Fee Schedule. Chapter 6 of Title 2 of the Ontario Municipal Code establishes a centralized purchasing system to control the efficient procurement of goods, services, and public projects. However, this portion of the Ontario Municipal Code currently does not contain standards relating to the provision of on-call service agreements. On-call service agreements would allow Staff to establish master agreements, subject to procurement requirements, with vendors in order to obtain professional, non-professional and maintenance

services on an as-needed basis. This system would result in a significant decrease in City response time to service needs.

This Amendment will provide a mechanism for Staff to procure master agreements with vendors, subject to the City's current procurement requirements, but will not require further procurement requirements for each task order issued to a vendor. In addition to these changes, this Amendment also seeks to streamline the procedures regarding payment to vendors. Chapter 2 of Title 3 of the Ontario Municipal Code contains payment procedures for the issuance of payments to vendors. Specifically, paragraph (e) of Section 3-2.05 outlines manual signature requirements for checks issued to vendors. Given the current level of technology, the City has been increasingly interested in paying approved invoices via electronic transfer, but has been prevented from doing so due to this manual signature requirement. Additionally, Section 3-2.05 also requires that certain audits and approvals be carried out by the Executive Director of Finance and the City Manager respectively.

This Amendment seeks to streamline the approval process by removing the manual signature requirements located in paragraph (e) and allowing for the Executive Director of Finance and City Manager to assign an authorized agent for certain approvals. Section 3-1.217 of Article 2 of Chapter 1 of Title 3 of the Ontario Municipal Code outlines business license tax requirements for filmmakers who film within the City's boundaries. However, this Ontario Municipal Code section related to filmmaking does not include language that references the current permitting process for filmmaking taking place within the City. This Amendment does not alter the current business license tax, but merely includes a reference to the City Film Permit process and accompanying Film Permit Fee as provided by the Citywide Fee Schedule.

Finally, this Amendment ensures consistency between the Ontario Municipal Code and the Citywide Fee Schedule adopted as a part of the annual budget process. A large portion of the fees charged by the City for administrative services are outlined on the Citywide Fee Schedule. However, the amounts of certain fees listed within the Citywide Fee Schedule remain listed within the Ontario Municipal Code. Section 1-2.08 of Chapter 2 of Title 1 and Section 3-1.108 of Article 1 of Chapter 1 of Title 3 of the Ontario outline the fees charged for declined credit cards and checks issued with insufficient funds. The fees have been subsequently amended by the Citywide Fee Schedule, but the respective Ontario Municipal Code sections have not been updated to reflect these changes. This Amendment aligns the Municipal Code and Citywide Fee Schedule.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AMENDING CHAPTER 2 OF TITLE 1, CHAPTER 6 OF TITLE 2, AND CHAPTERS 1 AND 2 OF TITLE 3 OF THE ONTARIO MUNICIPAL CODE RELATING TO THE PROCUREMENT OF ON-CALL SERVICES, APPROVAL AND MANUAL SIGNATURE REQUIREMENTS, AND FEES LOCATED IN THE CITYWIDE FEE SCHEDULE.

WHEREAS, Chapter 6 of Title 2 of the Ontario Municipal Code establishes a centralized purchasing system to control the efficient procurement of goods, services, and public projects required by the City of Ontario ("City'); and

WHEREAS, Chapter 6 of Title 2 of the Ontario Municipal Code currently does not contain standards relating to the provision of on-call agreements; and

WHEREAS, on-call agreements would allow the City to establish master agreements with vendors in order to obtain professional, non-professional and maintenance services agreements on an as-needed basis, greatly streamlining City response time to service needs; and

WHEREAS, the City desires to amend a portion of Chapter 6 of Title 2 of the Ontario Municipal Code in order to provide procedures for the establishment of on-call agreements; and

WHEREAS, Section 3-1.217 of Article 2 of Chapter 1 of Title 3 of the Ontario Municipal Code outlines the business license tax for filmmaking businesses within the City; and

WHEREAS, the filmmaking within City boundaries is also subject to a permitting process and payment of an accompanying Film Permit Fee, as outlined on the Citywide Fee Schedule; and

WHEREAS, Section 3-1.217 of Article 2 of Chapter 1 of Title 3 of the Ontario Municipal Code currently does not contain any references to the City Film Permit process and Film Permit Fee; and

WHEREAS, the City desires to amend Section 3-1.217 of Article 2 of Chapter 1 of Title 3 of the Ontario Municipal Code in order to reference the City Film Permit process and accompanying Film Permit Fee as provided by the Citywide Fee Schedule; and

WHEREAS, Section 3-2.05 of Chapter 3 of Title 2 of the Ontario Municipal Code provides procedures for the payment of purchases, supplies, or services; and

WHEREAS, Section 3-2.05 of Chapter 3 of Title 2 of the Ontario Municipal Code contains a requirement that issued checks for payment of approved invoices be manually signed by the Mayor and appropriate City officer; and

WHEREAS, the City is increasingly paying approved invoices via electronic transfer; and

WHEREAS, Section 3-2.05 of Chapter 3 of Title 2 of the Ontario Municipal Code also contains provisions requiring certain audits and approvals to be carried out by the Executive Director of Finance and City Manager; and

WHEREAS, in the interest of streamlining the approval process, the City desires to amend Section 3-2.05 of Chapter 3 of Title 2 of the Ontario Municipal Code in order to: (1) remove the manual signature requirement for issuing payment for approved invoices; and (2) allow the Executive Director of Finance and City Manager to designate an authorized agent to make certain approvals; and

WHEREAS, certain fees charged for City services are outlined in the Citywide Fee Schedule, adopted as part of the City's annual budget; and

WHEREAS, certain fees located within the Citywide Fee Schedule are also listed in the text of their respective Municipal Code sections; and

WHEREAS, Section 1-2.08 of Chapter 2 of Title 1 and Section 3-1.108 of Article 1 of Chapter 1 of Title 3 of the Ontario outline the fees charged for declined credit cards and checks issued with insufficient funds; and

WHEREAS, these fees have been subsequently updated by the Citywide Fee Schedule, but this update is not reflected in the particular Municipal Code sections; and

WHEREAS, in order to avoid confusion regarding the amounts charged for certain fees, the City also desires to amend these portions of the Municipal Code in order to reference the Citywide Fee Schedule.

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

SECTION 1. The recitals above are true and correct and are hereby incorporated herein by this reference.

SECTION 2. Section 1-2.08 entitled "Charges for checks and credit cards unpaid" of Chapter 2 of Title 1 of the Ontario Municipal Code is hereby amended to read, as follows:

"Sec. 1-2.08. Charges for checks and credit cards unpaid.

(a) Any check presented as payment that is returned unpaid by any financial institution is subject to a service fee in the amount set forth in the current Citywide Fee Schedule.

(b) Any credit card payment that is stopped by the card user is subject to a services fee in the amount set forth in the current Citywide Fee Schedule."

SECTION 3. Section 2-6.14 entitled “Services” of Chapter 6 of Title 2 of the Ontario Municipal Code is hereby amended to read, as follows:

“Sec. 2-6.14. Services.

Professional, non-professional and maintenance service contracts may be let by any formal, informal or alternative procedure, as established by City Council resolution, or in the absence of any such City Council resolution as established by administrative rule or regulation. Award may be predicated on a best value selection.

Unless prohibited by law, the City may establish, consistent with the procurement requirements of this chapter and any supplemental regulations, master agreements with vendor’s providing professional, non-professional and maintenance services that allow the City to issue task or job orders under the master agreements without being subject to further procurement requirements, but prices should be obtained in a manner to ensure best value to the City.”

SECTION 4. Section 3-1.108 entitled “Payment of business license taxes” of Article 1 of Chapter 1 of Title 3 the Ontario Municipal Code is hereby amended to read, as follows:

“Sec. 3-1.108. Payment of business license taxes.

(a) All business license taxes shall be paid in advance in legal money of the United States, at the office of the License Official.

(b) A charge in an amount specified in the Citywide Fee Schedule currently in effect at the time of the violation shall be assessed for any check returned for lack of sufficient funds. Penalties shall also be assessed pursuant to § 3-1.117 of this chapter, unless a new check clears prior to the delinquent date.”

SECTION 5. Section 3-1.217 entitled “Film making: Business license tax” of Article 2 of Chapter 1 of Title 3 of the Ontario Municipal Code is hereby amended to read, as follows:

“Sec. 3-1.217. Film making: Business license tax

(a) Every person who for the purpose of producing a motion picture film or a videotape intended for public viewing either in a motion picture theater or on television, and who films or videotapes any interior or exterior scene in the City, shall pay a business license tax to the City consisting of a flat tax of Two Hundred Dollars ($200.00) for videotaping or filming activities occurring in the City.

(b) Every person who films or videotapes any interior or exterior scene in the City shall also first a procure a City Film Permit and pay the applicable Film Permit Fee prior to the commencement of filming The Film Permit Fee shall be in the amount specified in the Citywide Fee Schedule currently in effect at the time the Film Permit application is submitted.”

SECTION 6. Section 3-2.05 entitled "Purchases, supplies, or services" of Chapter 2 of Title 3 of the Ontario Municipal Code is hereby amended to read as follows:

"Sec. 3-2.05. Purchases, supplies, or services.

(a) All demands, invoices, or claims for purchases, supplies, or services included within budgetary appropriations shall be presented in writing to the Executive Director of Finance. All such demands, invoices, or claims shall be fully itemized and verified as just and correct by the claimant or his/her authorized agent.

(b) Each demand shall bear the number of the purchase order issued for the materials or services rendered.

(c) Such demands, invoices, or claims shall be audited by the Executive Director of Finance or his/her authorized agent, who shall prepare a register of audited demands.

(d) Such demands, invoices, or claims shall be approved by the City Manager, or his/her authorized agent."

SECTION 7. If any section, subsection, subdivision, sentence, clause, or phrase in this Ordinance or any part thereof is for any reason held to be unconstitutional, invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council hereby declares that it would have adopted each section irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, or phrases be declared unconstitutional, invalid or ineffective.

SECTION 8. This Ordinance shall become effective on July 1, 2022.

SECTION 9. CEQA. The City Council finds that adoption of this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15358 (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly. Moreover, the City Council finds that this Ordinance is also exempt under CEQA pursuant to Guidelines Section 15061(b)(3) (there exists no possibility that the activity will have a significant adverse effect on the environment).

SECTION 10. 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 June 2022.

_____
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. 3211 was duly introduced at a special meeting of the City Council of the City of Ontario held May 26, 2022 and adopted at the regular meeting held June 21, 2022 by the following roll call vote, to wit:

AYES: MAYOR/COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

I hereby certify that the foregoing is the original of Ordinance No. 3211 duly passed and adopted by the Ontario City Council at their regular meeting held June 21, 2022 and that Summaries of the Ordinance were published on June 7, 2022 and June 28, 2022, in the Inland Valley Daily Bulletin newspaper.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

CITY OF ONTARIO *Agenda Report* **June 21, 2022**	**SECTION:** **CONSENT CALENDAR**
Department: Housing Prepared By: Hannah K Mac Kenzie Staff Member Presenting: Scott Murphy, Executive Director Community Development Reviewed By: Katryna Gonzalez Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 8

SUBJECT: **ONE-YEAR ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG"), HOME INVESTMENT PARTNERSHIPS ("HOME"), AND EMERGENCY SOLUTIONS GRANT ("ESG") PROGRAMS FOR FISCAL YEAR 2022-23**

RECOMMENDATION: That the City Council:

A. Approve the One-Year Action Plan for Fiscal Year 2022-23 for the Community Development Block Grant ("CDBG"), HOME Investment Partnerships ("HOME"), and Emergency Solutions Grant ("ESG") Programs (on file in the Records Management Department);
B. Direct Staff to prepare and transmit the final documents to U.S. Department of Housing and Urban Development ("HUD"); and
C. Authorize the City Manager, or his designee, to take all actions necessary or desirable to implement the One-Year Action Plan for Fiscal Year 2022-23 and Subrecipient Agreements.

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: In Fiscal Year 2022-23, the City anticipates receiving $1,803,483 in CDBG funds and has an available CDBG contingency from prior years in the amount of $1,081,539. Additionally, the City will receive $820,945 in HOME funds, and $160,533 in ESG funds from HUD. The Fiscal Year 2022-23 Adopted Budget includes appropriations in CDBG, ESG, and HOME funds for activities detailed in Exhibit A.

BACKGROUND & ANALYSIS: HUD requires that cities prepare and adopt an annual Action Plan for each year of the Five-Year Consolidated Plan, which provides for the expenditure of CDBG, HOME, and ESG funds. The Fiscal Year 2022-23 One-Year Action Plan is the second plan prepared as part of the 2020-24 Five-Year Consolidated Plan.

A community meeting was held on March 24, 2022 to solicit public participation in the development of the One-Year Action Plan. On March 25, 2022, the City advertised the availability of the draft Action Plan for public review. The draft One-Year Action Plan was available for public review from March 25, 2022 through May 2, 2022.

The City' s CDBG, HOME, and ESG allocations from HUD for Fiscal Year 2021-22 as compared to last year' s allocations are illustrated below:

	Fiscal Year 2021-22	**Fiscal Year 2022-23**	**Difference**
CDBG	$1,909,738	$1,803,483	($106,255)
Available CDBG Contingency	$197,777	$1,081,539	$883,762
HOME	$748,625	$820,945	$73,320
ESG	$159,018	$160,533	$1,515
TOTAL	**$3,015,158**	**$3,866,500**	**$852,342**

The One-Year Action Plan allocates funds to programs designed to support strategies identified in the Consolidated Plan. The detailed Fiscal Year 2022-23 proposed funding allocations are provided in Exhibit A. The City solicits applications from outside entities every two years. Fiscal Year 2022-23 is a renewal year and applications were not solicited from external agencies.

Subsequent to City Council approval, the Fiscal Year 2022-23 One-Year Action Plan will be submitted to HUD prior to the required deadline.

EXHIBIT A

FISCAL YEAR 2022-23 FUNDING ALLOCATION SUMMARY

RECOMMENDED CDBG FUNDING-

Proposed Programs	Implementing Agency	Amount
Administration	City of Ontario Housing	$ 360,696
Fair Housing	Inland Fair Housing and Mediation Board	$ 22,000
Housing Mediation	Inland Fair Housing and Mediation Board	$ 10,200
Senior Services	Inland Fair Housing and Mediation Board	$ 10,000
Assisi House	Mercy House Living Centers	$ 38,850
Family Stabilization at Sova Program Center	Inland Valley Hope Partners	$ 18,410
Community Improvement Team (CIT)	City of Ontario Community Improvement	$ 100,000
Ontario Motel Voucher Program	City of Ontario Community, Life, and Culture	$ 104,062
Neighborhood Preservation Program	City of Ontario Community Improvement	$ 45,000
Alley Pavement Rehabilitation	City of Ontario Engineering	$ 362,870
Rubber-Polymer Modified Slurry Seal (RPMSS) Project	City of Ontario Engineering	$ 585,000
Wheelchair Ramp Installation	City of Ontario Community & Public Services	$ 175,000
Park Improvements Project	City of Ontario Community & Public Services	$ 600,000
Child Care Subsidies	Ontario-Montclair YMCA	$ 22,000
OntarioNet Expansion Broadband	City of Ontario Innovation, Performance, & Audit	$ 430,934
	TOTAL	**$ 2,885,022**

RECOMMENDED HOME FUNDING

Proposed Programs	Implementing Agency	Amount
Tenant Based Rental Assistance Program	City of Ontario Housing	$ 307,854
Single-Family/Multi-Family Housing Rehabilitation and New Construction	City of Ontario Housing	$ 307,854
Community Housing Development Organizations (CHDOs) Housing Program	CHDOs	$ 123,142
Administration	City of Ontario Housing	$ 82,095
	TOTAL	**$ 820,945**

RECOMMENDED ESG FUNDING

Proposed Programs	Implementing Agency	Amount
Administration	City of Ontario Housing	$ 5,870
Administration	Mercy House	$ 6,169
Services for Battered Women and Children	House of Ruth	$ 12,600
Mercy House Continuum of Care	Mercy House	$ 142,063
	TOTAL	**$ 160,533**



2022-23 ONE-YEAR ACTION PLAN

June 21, 2022

Prepared by the

City of Ontario Housing Department
303 East B. Street
Ontario, CA 91764
(909) 395-2006

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Contents

Executive Summary i
AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b) i
The Process 1
PR-05 Lead & Responsible Agencies – 91.200(b) 1
AP-10 Consultation – 91.100, 91.200(b), 91.215(l) 2
AP-12 Participation – 91.105, 91.200(c) 9
Expected Resources 13
AP-15 Expected Resources – 91.220(c) (1, 2) 13
Annual Goals and Objectives 16
AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e) 16
AP-35 Projects – 91.220(d) 22
Projects 23
AP-38 Projects Summary 23
Table 9 – Project Summary 40
AP-50 Geographic Distribution – 91.220(f) 41
Affordable Housing 42
AP-55 Affordable Housing – 91.220(g) 42
AP-60 Public Housing – 91.220(h) 42
AP-65 Homeless and Other Special Needs Activities – 91.220(i) 43
AP-75 Barriers to affordable housing – 91.220(j) 45
AP-85 Other Actions – 91.220(k) 46
Program Specific Requirements 48
AP-90 Program Specific Requirements – 91.220(l)(1,2,4) 48
Appendix A – Public Notices
Appendix B – Maps
Appendix C – Public Comments
Appendix D – SF424 Forms
Appendix E – Certifications
Appendix F – ESG Written Standards
Appendix G – Citizen Participation Plan

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CITY OF ONTARIO

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2022-23 One Year Action Plan

Executive Summary

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

Introduction

Ontario's Consolidated Plan identifies the City's overall housing and community development needs and outlines a strategy to address them. The primary purpose of the Consolidated Plan is to match HUD resources from Community Development Block Grant (CDBG), HOME Investment Partnership (HOME), and Emergency Solutions Grant (ESG) with the identified needs and strategies. The Consolidated Plan provides a centralized analysis of community needs coupled with a five-year strategy for addressing these needs. The current Consolidated Plan covers the period from July 1, 2020 through June 30, 2024.

The One-Year Action Plan identifies specific goals consistent with the Five-Year Strategy and lists projects, programs, and resources that will be used to implement the Strategy during Fiscal Year 2022-23. This plan covers the period from July 1, 2022 through June 30, 2023.

During FY 2022-23, the City of Ontario will receive the following federal funds:

Program	FY 2022-23
Community Development Block Grant Program (CDBG)	$1,803,483
Anticipated CDBG Program Income	$0
Available CDBG Contingency (Roll Over from Prior Year)	$1,081,539
HOME Investment Partnership Program (HOME)	$820,945
Anticipated HOME Program Income	$0
Available HOME Contingency (Roll Over from Prior Year)	$0
Emergency Solutions Grant Program (ESG)	$160,533
Available ESG Contingency (Roll Over from Prior Year)	$0
TOTAL	**$3,866,444**

The table on the following page identifies the total recommended allocation of CDBG, HOME, and ESG resources and the specific recommended allocations for housing and community development projects and programs.

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PROPOSED PROGRAMS (CDBG, HOME AND ESG ALLOCATIONS)					
PROPOSED PRIORITIES	**PROPOSED PROGRAMS**	**CDBG**	**HOME**	**ESG**	**TOTAL**
HOUSING STRATEGY					
Goal #1: Expand affordable rental housing opportunities, particularly for low income persons.					
	Tenant Based Rental Assistance (TBRA)	$0	$307,854	$0	**$307,854**
	GOAL #1 SUBTOTAL	**$0**	**$307,854**	**$0**	**$307,854**
Goal #2: Create new, preserve and rehabilitate existing rental and owner-occupied housing units.					
	Neighborhood Preservation Program (Code Enforcement)	$45,000	$0	$0	**$45,000**
	Community Improvement Team (Code Enforcement)	$100,000	$0	$0	**$100,000**
	Single-Family/Multi-Family New Construction and Rehabilitation	$0	$307,854	$0	**$307,854**
	GOAL #2 SUBTOTAL	**$145,000**	**$307,854**	**$0**	**$452,854**
Goal #3: Increase affordable homeownership opportunities, particularly for low and moderate income persons.					
	Community Housing Development Organizations (CHDOs) Housing Program	$0	$123,142	$0	**$123,142**
	GOAL #3 SUBTOTAL	**$0**	**$123,142**	**$0**	**$123,142**
HOMELESS STRATEGY					
Goal #1: Preserve and improve the supply of supportive housing and public services for the homeless.					
	Assisi House (Mercy House Living Centers)	$38,850	$0	$0	**$38,850**
	Ontario Access Center (Mercy House Living Centers)	$0	$0	$134,492	**$134,492**
	Family Stabilization Program at SOVA Program Center (Inland Valley Hope Partners)	$18,410	$0	$0	**$18,410**
	Services for Battered Women and Their Children (House of Ruth)	$0	$0	$12,600	**$12,600**
	Motel Voucher Program (Community Life & Culture)	$104,062	$0	$0	**$104,062**
	GOAL #1 SUBTOTAL	**$161,322**	**$0**	**$148,494**	**$309,816**
SPECIAL NEEDS STRATEGY					
Goal #1: Provide supportive services for special needs populations.					
	Senior Support Services (Inland Fair Housing and Mediation Board)	$10,000	$0	$0	**$10,000**
	GOAL #1 SUBTOTAL	**$10,000**	**$0**	**$0**	**$10,000**

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PROPOSED PROGRAMS (CDBG, HOME AND ESG ALLOCATIONS)					
PROPOSED PRIORITIES	**PROPOSED PROGRAMS**	**CDBG**	**HOME**	**ESG**	**TOTAL**
COMMUNITY DEVELOPMENT STRATEGY					
Goal #1: Provide for needed infrastructure improvements in target lower- and moderate-income neighborhoods.					
	Pavement Management Rehabilitation (Engineering)	$585,000	$0	$0	**$585,000**
	Alley Pavement Management Rehabilitation (Engineering)	$362,870	$0	$0	**$362,870**
	OntarioNet Broadband Expansion	$430,934	$0	$0	**$430,934**
	Wheelchair Ramp Installation (Community and Public Services)	$175,000	$0	$0	**$175,000**
	GOAL #1 SUBTOTAL	**$1,553,804**	**$0**	**$0**	**$1,553,804**
Goal #2: Provide for new community facilities and improve the quality of existing community facilities to serve lower- and moderate-income neighborhoods.					
	Park Improvements Project (Public Works)	$600,000	$0	$0	**$600,000**
	GOAL #2 SUBTOTAL	**$600,000**	**$0**	**$0**	**$600,000**
Goal #3: Provide needed community services to serve lower and moderate income residents.					
	Child Care, Family, and Youth Subsidies (Ontario-Montclair YMCA)	$22,000	$0	$0	**$22,000**
	GOAL #3 SUBTOTAL	**$22,000**	**$0**	**$0**	**$22,000**
Goal #4: Expand the City's economic base and promote greater employment opportunities.					
	GOAL #4 SUBTOTAL	**$0**	**$0**	**$0**	**$0**
FAIR HOUSING STRATEGY					
Goal #1: Continue to implement the Fair Housing laws by providing funding to further fair housing.					
	Fair Housing (Inland Fair Housing and Mediation Board)	$22,000	$0	$0	**$22,000**
	Landlord/Tenant Mediation (Inland Fair Housing and Mediation Board)	$10,200	$0	$0	**$10,200**
	GOAL #1 SUBTOTAL	**$32,200**	**$0**	**$0**	**$32,200**

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PROPOSED PROGRAMS (CDBG, HOME AND ESG ALLOCATIONS)					
PROPOSED PRIORITIES	**PROPOSED PROGRAMS**	**CDBG**	**HOME**	**ESG**	**TOTAL**
ADMINISTRATION					
	City of Ontario	$360,696	$82,095	$5,870	**$448,661**
	Mercy House Living Centers, Inc.	$0	$0	$6,169	**$6,169**
ADMINISTRATION SUBTOTAL		**$360,696**	**$82,095**	**$12,039**	**$454,830**
TOTAL		**$2,885,022**	**$820,945**	**$160,533**	**$3,866,500**

FY 22-23 ALLOCATION	**$1,803,483**	**$820,945**	**$160,533**	**$2,784,961**
ANTICIPATED PROGRAM INCOME	**$0**	**$0**	**$0**	**$0**
AVAILABLE CONTINGENCY FROM PRIOR YEARS	**$1,081,539**	**$0**	**$0**	**$1,081,539**
TOTAL	**$2,885,022**	**$820,945**	**$160,533**	**$3,866,500**

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Summarize the objectives and outcomes identified in the Plan

Based on the *Needs Assessment – Resident Survey*, community meetings, consultation with other organizations, individual interviews, housing market and needs study, and other factors, the City of Ontario has developed the following five-year strategies to address the priority needs found in the Consolidated Plan:

Housing Strategy

Goal #1: Preserve existing rental and owner-occupied housing resources.

Goal #2: Expand affordable rental housing opportunities, particularly for low income persons.

Goal #3: Increase affordable homeownership opportunities, particularly for low and moderate income persons.

Homeless Strategy

Goal #1: Preserve and improve the supply of supportive housing and public services for the homeless and homelessness prevention services.

Special Needs Strategy

Goal #1: Provide supportive services for special needs populations.

Fair Housing Strategy

Goal # 1: Continue to implement the Fair Housing laws by providing funding to further fair housing.

Public Housing Strategy

Goal #1: Continue to support the on-going efforts of the Housing Authority of the County of San Bernardino and the Ontario Housing Authority to maximize the use of rental assistance subsidies and other resources in the City.

Lead Hazard Strategy

Goal #1: Reduce the number of housing units with lead paint hazards through education, inspection, and rehabilitation.

Community Development Strategy

Goal #1: Provide needed public infrastructure improvements in target lower and moderate income neighborhoods.

Goal #2: Provide for new community facilities and improve the quality of existing community facilities to serve lower and moderate income neighborhoods.

Goal #3: Provide needed community services to serve lower and moderate income residents.

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Goal #4: Expand the City's economic base and promote greater employment opportunities.

Evaluation of past performance

The City was able to make progress toward achieving many of its short and long-term housing and community development goals established within the FY 2020-24 Consolidated Plan. These efforts were reflected in the creation and implementation of pro-active programs and projects designed to increase the availability of affordable housing, construction of a number of important infrastructure improvements, and preservation/expansion of public service programs and have been detailed in the annual submission of the Consolidated Annual Performance and Evaluation Reports.

Listed below is a brief summary of the goals and accomplishments from the FY 2020-24 Consolidated Plan. Please note the accomplishment data is through June 30, 2020.

A. Housing Strategy

Priority 1: Expand affordable rental housing opportunities, particularly for low-income persons.

Five-Year Total Goal: 202

Accomplishments through June 30, 2021, 41 households were assisted through the Tenant Based Rental Assistance Program

Evaluation: The demand for new affordable rental units remains high within Ontario. The City continuously seeks opportunities for funding for construction of additional affordable housing units, including funding that has recently become available through the State of California including the following programs: Affordable Housing and Sustainable Communities Program (AHSC), Veterans Housing and Homeless Prevention Program (VHHP), and other new possible State funding. The City implemented a Tenant Based Rental Assistance program targeted at chronically homeless individuals and families over the past year.

Priority 2: Preserve existing rental and owner-occupied housing resources.

Five-Year Total Goal: 1,563

Accomplishment through June 30, 2021: 9

Evaluation: Over the past year, the City implemented the following programs to address this priority:

- Conservation Home Improvement Program
- Multi-Family Rehabilitation and Monitoring Activities
- Community Improvement Team (Code Enforcement)

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The programs implemented by the City over the past year had a significant impact on preserving the existing rental and owner-occupied housing stock within Ontario. The demand has remained high for these type of services is estimated to remain high for the next year.

Priority 3: Increase affordable homeownership opportunities, particularly for low- and moderate-income persons.

Five-Year Total Goal: 0

Accomplishments through June 30, 2021: 577

Evaluation: The most successful homeownership programs in terms of number of households assisted were operated by private and non-profit housing service organizations. Ontario continues to partner with the private sector and non-profit housing service organizations to increase affordable homeownership opportunities within Ontario utilizing these federal and state programs that are already available to low- and moderate-income households.

B. Homeless Strategy

Priority 1: Preserve and improve the supply of supportive housing and public services for the homeless.

Five-Year Goal: 31,250 persons served

Accomplishments through June 30, 2021: 3,487 persons served

Evaluation: The City of Ontario over the past year continued to operate a comprehensive Continuum of Care Program within Ontario.

The demand for homeless programs and services is still strong. On a federal and state funding level, the availability of funding for transitional housing type products is dwindling. The federal and state funding has transitioned to "Housing First" type products. The City of Ontario is strategically investigating conversion of transitional housing programs into permanent supportive housing programs to ensure the viability of funding for housing options available to address the homeless within Ontario.

C. Special Needs Strategy

Priority 1: Preserve and improve the supply of supportive housing and public services to special needs populations.

Five-Year Goal: 750

Accomplishments through June 30, 2021: 32 persons served

Evaluation: Over the past year, the City of Ontario encouraged partnerships to deliver supportive housing services and public services to special needs population, including the following programs:

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- Senior Services operated by Inland Fair Housing and Mediation Board
- Project Gateway, a supportive housing program to assist chronically homeless households with mental illness secure permanent housing with a myriad of supportive housing services. Project Gateway is a partnership with the Housing Authority of the County of San Bernardino, County of San Bernardino Department of Behavioral Health, Mercy House Living Centers, Ontario Housing Authority, and the City of Ontario.

The funding for the supportive housing programs that were implemented over the past year were successful and the City continues to see demand for these types of services.

D. Fair Housing Strategy

Priority 1: Continue to implement the Fair Housing laws by providing funding to further fair housing.

Five-Year Goals: 7,500 persons served

Accomplishments through June 30, 2021: 1,214 persons served

Evaluation: This program has continued to assist the City in meeting its obligations to affirmatively further fair housing choice within Ontario.

E. Public Housing Strategy

Priority 1: Continue to support the on-going efforts of the Housing Authority of the County of San Bernardino and the Ontario Housing Authority to maximize the use of Section 8 subsidies and other resources in the City.

Evaluation: The Housing Authority of the County of San Bernardino (HACSB) implements the public housing strategy within Ontario. The HACSB is a Moving-To-Work (MTW) Public Housing Authority. With this designation, the HACSB is permitted to seek exemption from many existing Public Housing and Housing Choice Voucher program rules found in the United States Housing Act of 1937 in pursuit of the three MTW statutory objectives:

- Reduce cost and achieve greater costs of effectiveness in Federal expenditures;
- Give incentives to families with children where the head of household is working, is seeking work, or is preparing for work by participating in job training, educational programs, or programs that assist people to obtain employment and become economically self-sufficient; and
- Increase housing choices for low-income families.

The HACSB has implemented a variety of programs that have achieved the MTW statutory objectives listed above.

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The City of Ontario continues to believe that a working partnership with the HACSB will provide the greatest opportunity to provide high quality services to Ontario residents with the public housing strategy.

F. Community Development Strategy

The Community Development Strategy did not have annual goals as the goals were generally focused on larger long-term needs. All four priorities will be discussed and evaluated together.

Priority 1: Provide needed infrastructure improvements in target lower- and moderate-income neighborhoods.

Priority 2: Provide for new community facilities, neighborhood enhancement activities, and improve the quality of existing community facilities to serve lower- and moderate-income neighborhoods.

Priority 3: Provide needed community services to serve lower- and moderate-income residents.

Priority 4: Expand the City's economic base and promote greater employment opportunities.

Evaluation: Over the past year, the City has continued to invest in the City's infrastructure (water, street, sewers, parks, storm drains, and public facilities) and monitor the infrastructure needs. The City continues to thoughtfully focus resources through a Five-Year Capital Improvement Program (CIP). The CIP is used as a tool by the City to: (1) identify capital improvement needs, and (2) coordinate the financing and timing of those needs in a manner that assures the most responsible and efficient use of the City's limited resources.

The City will continue to utilize the CIP as a tool to identify needs throughout the community and focus resources to address those needs.

As it relates to the community services to serve lower- and moderate-income residents, the City has funded public service providers that have been focused on crime prevention and child care services. These programs consistently are identified as a high need through outreach to Ontario residents.

Lastly, the City continues to pursue activities to expand the City's economic base and promote greater employment opportunities. The City has actively pursued other funding sources for these activities other than utilizing CDBG for these type of activities.

Summary of Citizen Participation Process and consultation process

The City of Ontario Housing Department is the lead agency for the 2022-23 One-Year Action Plan. The City of Ontario Housing Department urges citizens to voice their concerns, share their ideas concerning federal programming, and welcomes comments and suggestions.

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The One-Year Action Plan Participation section describes how residents and local organizations participated in the development of the One-Year Action Plan. The City of Ontario Department offered numerous opportunities for public input, comment, and review including the following:

- Two community forums/public hearings to garner citizen comments on the needs, strategies, actions, and projects in the One-Year Action Plan.
- Distribution of the draft One-Year Action Plan combined with a minimum 30-day public comment period.

Summary of Public Comments

No public comments were received during the community forum/public hearing conducted on March 24, 2022. Minutes from that meeting are included in Appendix C.

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2022-23 One Year Action Plan

The Process

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The Process

PR-05 Lead & Responsible Agencies – 91.200(b)

Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	ONTARIO	Housing Department
HOME Administrator	ONTARIO	Housing Department
ESG Administrator	ONTARIO	Housing Department

Table 1 – Responsible Agencies

Narrative (optional)

The City of Ontario Housing Department is the lead agency in the administration of CDBG, HOME, and ESG funds and development of the Consolidated Plan. The City of Ontario is an entitlement community and receives CDBG, HOME, and ESG funds directly from HUD.

Consolidated Plan Public Contact Information

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AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

Introduction

As part of its research on the needs of low income residents, and the development of strategies to address those needs, the City of Ontario Housing Department consulted with a number of other organizations that provide services to Ontario residents.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City of Ontario Housing Department staff members work on a continual basis with a number of regional agencies, including non-profit agencies, affordable housing providers, San Bernardino County Department of Behavioral Health, the Housing Authority of the County of San Bernardino, and the Ontario Housing Authority. The coordination between the City and these agencies provides better service and resources to the public on programs and services available through a variety of agencies.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City works in partnership with the County of San Bernardino Office of Homeless Services in support of the County's Continuum of Care to address homelessness on a regional basis. As part of this partnership, the Continuum of Care Manager regularly attends the County of San Bernardino's Interagency Homeless Policy Council. In addition, a staff member from the City is a board member of the West Valley Regional Steering Committee sponsored by the Office of Homeless Services. In 2009, the County of San Bernardino adopted a 10-Year Strategy to End Homelessness. The City supported the development and adoption of this document.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

Staff members from the City of Ontario Housing Department work in cooperation with Continuum of Care lead agency staff continuously throughout the year. City staff members are members of the San Bernardino County Interagency Homeless Policy Council, the Coordinated Entry System Planning Group, and the HMIS Policy Advisory Group.

Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

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Table 2 – Agencies, groups, organizations who participated

Agency/Group/Organization	Agency/Group/Organization Type	What section of the Plan was addressed by Consultation?	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?
Ontario Housing Authority	PHA Other government - Local	Housing Need Assessment Public Housing Needs	Invited to participate in community meeting/public hearing and a copy of the executive summary was provided for feedback and comments. Coordination in providing affordable housing.
Neighborhood Partnership Housing Services, Inc. (NPHS)	Housing Services - Housing Regional organization Community Development Financial Institution	Housing Need Assessment	Invited to participate in community meeting/public hearing and a copy of the executive summary was provided for feedback and comments. Coordination with first-time homebuyer and owner-occupied rehabilitation loan programs, and other programs and services relating to homebuyer education, financial literacy, and homeowner assistance. Coordination with a possible Community Housing Development Organization (CHDO).
AOF/Golden State Community Development Corp.	Housing Services - Housing	Housing Need Assessment	Invited to participate in community meetings/public hearings and a copy of the executive summary was provided for feedback and comments. Coordination with a possible Community Housing Development Organization (CHDO).
Mercy House Living Centers	Housing Services – Housing Services-Homeless	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth	Invited to participate in community meeting/public hearing and a copy of the executive summary was provided for feedback and comments. Coordination in providing homeless services and permanent supportive housing.
Inland Fair Housing and Mediation Board	Services-Elderly Persons Service-Fair Housing	Housing Need Assessment Non-Homeless Special Needs Fair Housing Strategy	Invited to participate in community meeting/public hearing and a copy of the executive summary was provided for feedback and comments. Coordination in providing increased services for senior citizens, fair housing services, landlord/tenant mediation services, fair housing education, testing, and enforcement, first time homebuyer education, and financial literacy programs.

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Agency/Group/Organization	Agency/Group/Organization Type	What section of the Plan was addressed by Consultation?	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?
County of San Bernardino Office of Homeless Services	Services-homeless Other government - County Continuum of Care	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth	Invited to participate in community meeting/public hearing and a copy of the executive summary was provided for feedback and comments. Coordination in providing homeless services in the region, HMIS services, Continuum of Care coordination, and coordinated assessment system.
Ontario-Montclair YMCA	Services-Children	Non-Housing Community Development Strategy	Invited to participate in community meeting/public hearing and a copy of the executive summary was provided for feedback and comments. Coordination of child care for affordable housing residents.
Ontario-Montclair School District	Services-Children Services-Homeless Services-Education	Homeless Needs - Families with children	Invited to participate in community meeting/public hearing and a copy of the executive summary was provided for feedback and comments. Identification and coordination of services for homeless families within the school district.
Ontario Senior Center	Services-Elderly Persons Grantee Department	Non-Homeless Special Needs	Invited to participate in community meeting/public hearing. Coordination of Homeowner Energy Assistance Program (HEAP) services and social services for senior residents within affordable senior housing projects.
Rolling Start, Inc.	Services-Persons with Disabilities	Non-Homeless Special Needs	Invited to participate in community meeting/public hearing and a copy of the executive summary was provided for feedback and comments. Coordination of Section 504 outreach and identifying potential participants for affirmative marketing outreach for affordable housing units.
San Bernardino County Department of Behavioral Health	Services-Persons with Disabilities Services-Health Health Agency Other government - County	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless	Invited to participate in community meeting/public hearing and a copy of the executive summary was provided for feedback and comments. Coordination of Project Gateway (Shelter Plus Care vouchers) and proactively working together to secure additional resources to serve Ontario residents.

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Agency/Group/Organization	Agency/Group/Organization Type	What section of the Plan was addressed by Consultation?	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?
Foothill AIDS Project	Services-Persons with HIV/AIDS	Housing Need Assessment Homelessness Strategy	Invited to participate in community meeting/public hearing and a copy of the executive summary was provided for feedback and comments. Coordination and identification of potential participants for affirmative marketing outreach for affordable housing units.
County of San Bernardino Children and Family Services	Services-Health Health Agency Child Welfare Agency Other government - County	Non-Housing Community Development Strategy	Invited to participate in community meeting/public hearing and a copy of the executive summary was provided for feedback and comments. Coordination for potential bridge housing resources.
Inland Valley Hope Partners	Services-Homeless Services-Health	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children	Invited to participate in community meeting/public hearing and a copy of the executive summary was provided for feedback and comments. Coordination in providing services for the homeless and those at-risk of homelessness and identification of potential participants for affirmative marketing outreach for affordable housing units.
House of Ruth, Inc.	Services-Victims of Domestic Violence	Homelessness Strategy Homeless Needs - Families with children	Invited to participate in community meeting/public hearing and a copy of the executive summary was provided for feedback and comments. Coordination of providing services for victims of domestic violence and potential identification of participants for affirmative marketing outreach for affordable housing units.
State of California Housing and Community Development	Other government - State	Housing Need Assessment	Participate in various programs that will fund identified community needs (Affordable Housing and Sustainable Communities (AHSC), Veteran Housing and Homeless Prevention (VHHP), Emergency Housing and Assistance Program Capital Development (EHAP-CD), and others). Actively support efforts to create permanent affordable housing funding sources.

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Agency/Group/Organization	Agency/Group/Organization Type	What section of the Plan was addressed by Consultation?	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?
Foothill Family Shelter	Services-Homeless	Homelessness Strategy Homeless Needs - Families with children	Invited to participate in community meeting/public hearing and a copy of the executive summary was provided for feedback and comments. Coordination in providing homeless services, transitional housing, and identification of potential participants for affirmative marketing outreach for affordable housing units.
Housing Authority of the County of San Bernardino	PHA	Public Housing Needs	Requested review of public housing needs section and a copy of the executive summary was provided for feedback and comments. Implement permanent supportive housing programs and work together to secure state and federal resources for the region.
SANBAG	Regional organization Planning organization	Economic Development Market Analysis	Invited to participate in community meeting/public hearing and a copy of the executive summary was provided for feedback and comments. Coordination for AHSC funding program.
City of Chino	Other government - Local	Executive Summary	A copy of the executive summary was provided for feedback and comments. Coordinate delivery of services on a regional basis.
City of Rancho Cucamonga	Other government - Local	Executive Summary	A copy of the executive summary was provided for feedback and comments. Coordinate delivery of services on a regional basis.
City of Fontana	Other government - Local	Executive Summary	A copy of the executive summary was provided for feedback and comments. Coordinate delivery of services on a regional basis.
City of Upland	Other government - Local	Executive Summary	A copy of the executive summary was provided for feedback and comments. Coordinate delivery of services on a regional basis.
City of Pomona	Other government - Local	Executive Summary	A copy of the executive summary was provided for feedback and comments. Coordinate delivery of services on a regional basis.

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Agency/Group/Organization	Agency/Group/Organization Type	What section of the Plan was addressed by Consultation?	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?
City of Ontario Economic Development Agency	Services-Employment Grantee Department	Economic Development	Consulted with agency for information related to the economic development delivery portions of the One Year Action Plan. Coordinate for Section 3 compliance, economic development activities, and workforce development.
Ontario Chamber of Commerce	Business Leaders Civic Leaders Business and Civic Leaders	Economic Development	Invited to participate in community meeting/public hearing and a copy of the executive summary was provided for feedback and comments. Coordination of outreach for services to business and economic development activities.
Ontario Police Department	Services - Victims Grantee Department	Non-Housing Community Development Strategy	Consulted with this Agency for portions of the One Year Action Plan related to need for crime prevention/crime awareness programs and services provided by this agency.

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Identify any Agency Types not consulted and provide rationale for not consulting

All agency types required for consultation were included in the development of this Consolidated Plan.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	San Bernardino County Continuum of Care	Activities to address homeless needs address the goal established in the Homeless Strategy.
The Ontario Plan	City of Ontario Planning Department	Activities are planned to be consistent with housing needs and goals, community development needs and goals, and local priorities.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

The City works in cooperation with Mercy House Living Centers, the County of San Bernardino Department of Behavioral Health, and the Housing Authority of the County of San Bernardino to implement the Project Gateway program to provide housing assistance and services for homeless persons. Project Gateway provides 12 Project Based Rental Assistance units at eight different locations throughout the City of Ontario for clients that are homeless and mentally ill, or dual diagnosed. The City of Ontario established the HOME Tenant-Based Rental Assistance ("TBRA") Program to help Ontario's chronically homeless individuals and families secure permanent housing through temporary rental subsidies with or without rental security deposits and/or utility deposits. The program is administered by Mercy House Living Centers.

In addition to Project Gateway and HOME TBRA, the City works in cooperation with Mercy House Living Centers, House of Ruth, and Inland Valley Hope Partners to provide additional housing assistance services to homeless persons and persons who were recently homeless but now live in permanent housing. These organizations provide a wide range of services including housing referrals, assistance in identifying and obtaining resources necessary to obtain housing, transitional housing programs, and emergency shelter. Mercy House also provides an aftercare services program to assist formerly homeless individuals now living in permanent housing to ensure ongoing housing stability.

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AP-12 Participation – 91.105, 91.200(c)

Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting

The City of Ontario Housing Department encourages and solicits the participation of its residents and other local agencies in the process of identifying housing and community development needs.

1. **Summary of Citizen Participation**

   The City of Ontario Housing Department developed the FY 2022-23 One Year Action Plan using substantial citizen participation and consultation. The process offered numerous opportunities for public input, comment, and review.

2. **Community Meetings**

   The City of Ontario Housing Department conducted a community forum/public hearing on March 24, 2022. The public review draft of the FY 2022-23 One Year Action Plan was presented at the meeting along with the proposed projects and activities for FY 2022-23. The meeting was held at Ontario City Hall at 6PM. Bilingual staff was available for translation, as needed.

   Legal advertisement was published on March 11, 2022 and March 18, 2022 for the March 24, 2022 meeting. A legal advertisement was published on March 25, 2022 announcing the availability of the FY 2022-23 One-Year Action Plan for public review from March 25, 2022 through May 2, 2022. These advertisements were placed in the local newspaper, the Inland Valley Daily Bulletin.

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Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Non-targeted/broad community	Legal and display advertisements were published in the Inland Valley Daily Bulletin on March 11, 2022 and March 18, 2022 to advertise the community meeting scheduled for March 24, 2022.	No comments were received.		
2	Public Hearing	Non-targeted/broad community	Meeting held on March 4, 2022 at 6:00 p.m at Ontario City Hall. A presentation was made regarding proposed projects for FY 2022-23.	No comments were received.		
5	Newspaper Ad	Non-targeted/broad community	Legal advertisement was published in the Inland Valley Daily Bulletin on March 25, 2022, to advertise the 30-day public review period.	No comments were received.		

Table 4 – Citizen Participation Outreach

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FY 2022-2023

One-Year Action Plan

Expected Resources

AP-15 Expected Resources – 91.220(c) (1, 2)

Introduction

The table on the following page identifies funds expected to be received and available for programming during FY 2022-23, which is the third year of this Consolidated Plan.

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Priority Table

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public – federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,803,483	0	1,081,539	2,885,022	3,800,000	The CDBG allocation for FY 2022-23 is $1,803,483. A total of $1,081,539 unallocated CDBG funds is available from prior years. An estimated $1.9 million per year for the remaining two years of the Consolidated Plan is expected to be received.
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	820,945	0	0	820,945	1,500,000	The HOME allocation for FY 2022-23 is $820,945. An estimated $750,000 per year for the remaining two years of the Consolidated Plan is expected to be received.
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	160,533	0	0	160,533	$320,000	The ESG allocation for FY 2022-23 is $160,533. An estimated $160,000 per year for the remaining two years of the Consolidated Plan is expected to be received.

Table 5 - Expected Resources – Priority Table

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Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City will seek available funding opportunities to leverage federal funds in meeting the goals established by this One Year Action Plan. Potential funding sources that could be used to leverage federal funds include Low Income Housing Tax Credits, Transformative Climate Communities (TCC) Grant, Affordable Housing and Sustainable Communities funds, CalHome funds, and local in-lieu fees for the development of affordable housing. HOME funds require a 25% match for each dollar spent. Ontario has previously been designated as a distressed community and anticipates receiving a 50% HOME match reduction for FY 2022-23. HOME match will be provided from available match on hand and from non-federal funding sources used for housing projects. ESG funds require a dollar for dollar match for each dollar spent. Ontario works in partnership with the agencies receiving ESG funds to provide match from eligible sources.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City and the Ontario Housing Authority identified and acquired land for future housing projects pending additional funding to make the projects feasible. At the time of publication, the publicly owned sites shown in the table below have been identified and proposed for future housing development.

Project Name/Property Address(es)	Assessor's Parcel Number(s)
221 N. Mountain Ave.	1010-521-28
Euclid In-fill (110 E. Maitland St., 1004 S. Euclid Ave., 1325 S. Euclid Ave., 1329 S. Euclid Ave.)	1049-511-03, 1049-563-10, 1049-531-02, 1049-531-01
Emporia and Fern Sites	1049-054-02, 1049-054-03, and 1049-054-06
905 E. Holt Blvd.	1048-481-08
4th and Cucamonga	1048-131-52

The City has entered into a Development and Disposition Agreement with Ontario Emporia II Housing Partners, L.P., an affiliate of Related California for a 50-unit project on the Emporia and Fern site which will consist of 6 one-bedroom units, 29 two-bedroom units, and 15 three-bedroom units restricted for tenants with household incomes from 30% AMI to 60% AMI with estimated rents ranging from $523 to $1,209.

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Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Goal	Category	Geographic Area	Needs Addressed	Funding
Housing Strategy Goal #1	Affordable Housing	N/A	Affordable Housing – Rental Assistance	CDBG $ 0 HOME $ 307,854 ESG $ 0
	Start Year: 2022 End Year: 2023		Outcome: Affordability	Objective: Provide decent affordable housing
	Description: Expand affordable rental housing opportunities, particularly for low-income persons.			
	Goal Outcome Indicator Tenant-based rental assistance/Rapid Rehousing		Quantity 20	Unit Households assisted
Housing Strategy Goal #2	Affordable Housing	N/A	Affordable Housing – Rehabilitation of Existing Units	CDBG $ 145,000 HOME $ 307,854 ESG $ 0
	Start Year: 2022 End Year: 2023		Outcome: Affordability	Objective: Provide decent affordable housing
	Description: Preserve existing rental and owner-occupied housing resources.			
	Goal Outcome Indicator Housing Code Enforcement		Quantity 315	Unit Household housing units

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Goal	Category	Geographic Area	Needs Addressed	Funding
Housing Strategy Goal #3	Affordable Housing	N/A	Affordable Housing – Production of new units	CDBG $ 0 HOME $ 123,142 ESG $ 0
	Start Year: 2022 End Year: 2023		Outcome: Affordability	Objective: Provide decent affordable housing
	Description: Increase affordable homeownership opportunities, particularly for low and moderate income persons.			
	Goal Outcome Indicator		Quantity	Unit
Homeless Strategy	Homeless	N/A	Homelessness - Outreach Homelessness - Emergency/Transitional Shelter Homelessness - Rapid Re-Housing Homelessness - Prevention	CDBG $ 161,322 HOME $ 0 ESG $ 160,533
	Start Year: 2022 End Year: 2023		Outcome: Availability/Accessibility	Objective: Create suitable living environments
	Description: Preserve and improve the supply of supportive housing and public services for the homeless and homelessness prevention services.			
	Goal Outcome Indicator		Quantity	Unit
	Public service activities other than Low/Moderate Income Housing Benefit		1,700	Persons assisted
	Homeless Person Overnight Shelter		65	Persons assisted
	Homelessness Prevention		2,700	Persons assisted
Special Needs Strategy	Non-Homeless Special Needs	N/A	Community Development - Public Services	CDBG $ 10,000 HOME $ 0 ESG $ 0
	Start Year: 2022 End Year: 2023		Outcome: Availability/Accessibility	Objective: Create suitable living environments
	Description: Provide supportive services for special needs populations.			
	Goal Outcome Indicator		Quantity	Unit
	Public service activities other than low/moderate income housing benefit		600	Persons assisted

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Goal	Category	Geographic Area	Needs Addressed	Funding
Fair Housing Strategy	Non-Housing Community Development	N/A	Community Development - Public Services	CDBG $ 32,200 HOME $ 0 ESG $ 0
	Start Year: 2022 End Year: 2023		Outcome: Availability/Accessibility	Objective: Create suitable living environments
	Description: Continue to implement the Fair Housing laws by providing funding for further fair housing.			
	Goal Outcome Indicator Public service activities other than low/moderate income housing benefit		Quantity 1,500	Unit Persons assisted
Community Development Strategy Goal #1	Non-Housing Community Development	N/A	Community Development - Public Infrastructure	CDBG $ 1,553,804 HOME $ 0 ESG $ 0
	Start Year: 2022 End Year: 2023		Outcome: Availability/accessibility	Objective: Create suitable living environments
	Description: Provide needed public infrastructure improvements in target lower- and moderate-income neighborhoods.			
	Goal Outcome Indicator Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit Other		Quantity 39,140	Unit Persons assisted Public facilities
Community Development Strategy Goal #2	Non-Housing Community Development	N/A	Community Development - Public Facilities	CDBG $ 600,000 HOME $ 0 ESG $ 0
	Start Year: 2022 End Year: 2023		Outcome: Availability/accessibility	Objective: Create suitable living environments
	Description: Provide for new community facilities and improve the quality of existing community facilities to serve lower- and moderate-income neighborhoods.			
	Goal Outcome Indicator Other		Quantity 1	Unit Public facilities

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Goal	Category	Geographic Area	Needs Addressed	Funding
Community Development Strategy Goal #3	Non-Housing Community Development	N/A	Community Development - Public Services	CDBG $ 22,000 HOME $ 0 ESG $ 0
	Start Year: 2022 End Year: 2023		Outcome: Availability/accessibility	Objective: Create suitable living environments
	Description: Provide needed community services to serve lower and moderate income residents.			
	Goal Outcome Indicator Public service activities other than low/moderate income housing benefit		Quantity 12,305	Unit Persons assisted
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development	CDBG $ 0 HOME $ 0 ESG $ 0
	Start Year: 2022 End Year: 2023		Outcome: Availability/accessibility	Objective: Create suitable living environments
	Description: Expand the City's economic base and promote greater employment opportunities.			
	Goal Outcome Indicator Businesses Assisted		Quantity	Unit Businesses Assisted

Table 6 – Goals Summary

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Goal Descriptions

Goal Name	Goal Description
Housing Strategy Goal #1	Expand affordable rental housing opportunities, particularly for low-income persons.
Housing Strategy Goal #2	Preserve existing rental and owner-occupied housing resources.
Housing Strategy Goal #3	Increase affordable homeownership opportunities, particularly for low and moderate income persons.
Homeless Strategy	Preserve and improve the supply of supportive housing and public services for the homeless and homelessness prevention services.
Special Needs Strategy	Provide supportive services for special needs populations.
Fair Housing Strategy	Continue to implement the Fair Housing laws by providing funding for further fair housing.
Public Housing Strategy	Continue to support the on-going efforts of the Housing Authority of the County of San Bernardino and the Ontario Housing Authority to maximize the use of rental assistance subsidies and other resources in the City.
Lead Hazard Strategy	Reduce the number of housing units with lead paint hazards through education, inspection, and rehabilitation.
Community Development Strategy Goal #1	Provide needed public infrastructure improvements in target lower- and moderate-income neighborhoods.
Community Development Strategy Goal #2	Provide for new community facilities and improve the quality of existing community facilities to serve lower- and moderate-income neighborhoods.
Community Development Strategy Goal #3	Provide needed community services to serve lower and moderate income residents.
Community Development Strategy Goal #4	Expand the City's economic base and promote greater employment opportunities.

Table 7 – Goal Descriptions

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Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b):

HOME TBRA Program – Projected Total Assisted 20 persons

Under this program, HOME TBRA subsidies will be made available to homeless individuals and families meeting the TBRA definition of chronically homeless or the McKinney-Vento Education Programs definition of homeless. These homeless households must be in need of immediate financial assistance in order to obtain affordable housing. The intent of the program is to provide a mechanism to rapidly re-house homeless individuals and families.

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AP-35 Projects – 91.220(d)

Introduction

Based upon the local priorities and available funding, the City Council has determined to distribute CDBG, HOME, and ESG funds to the following projects.

#	Project Name
1	Single Family/Multi-Family Housing Rehabilitation and New Construction
2	Community Improvement Team
; 3	Tenant Based Rental Assistance
4	Community Housing Development Organizations (CHDOs) Housing Program
5	Homeless Outreach, Shelter, Prevention, and Administration
6	OntarioNet Broadband Expansion
7	Pavement Management Rehabilitation
8	Alley Pavement Management Rehabilitation
9	Wheelchair Ramp Installation
10	Park Improvements Project
11	Neighborhood Preservation Program
12	Child Care, Family, and Youth Subsidies
13	Fair Housing (AFFH) Program
14	Landlord/Tenant Mediation Program
15	Senior Support Services
17	Administration

Table 8 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The projects selected for funding represent programs designed to meet needs identified as medium or high within the FY 2022-23 Consolidated Plan. Funding is limited, so not all projects requesting funding were able to be funded. The City strives to have a broad spectrum of programs to meet the needs of as many populations throughout Ontario as possible.

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Projects

AP-38 Projects Summary

Project Summary Information

1	**Project Name**	Single Family/Multi-Family Housing Rehabilitation and New Construction
	Target Area	
	Goals Supported	Housing Strategy Goal #2
	Needs Addressed	Affordable Housing – Production of New Units
	Funding	HOME: $307,854
	Description	This program will provide for the rehabilitation and/or construction of new single family or multi-family housing units for very low- and low-income households.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	At this time no units are proposed to be completed pending the submission of a proposed project from a qualified developer.
	Location Description	
	Planned Activities	

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2	**Project Name**	Community Improvement Team
	Target Area	
	Goals Supported	Housing Strategy Goal #2
	Needs Addressed	Affordable Housing - Rehab of Existing Units
	Funding	CDBG: $100,000
	Description	The Community Improvement Team has been specifically designed to proactively implement an intensive code compliance program to address serious code violations within eligible targeted low/mod areas that have been identified as deteriorated areas that are having significant impact on the existing neighborhoods. The boundaries of the area where CIT activities are eligible for CDBG funding are in the following census tracts/block groups CT 001400, BG 1 and 2; CT 001501, BG 1 and 2; CT 001503, BG 1 and 2; CT 001504, BG 1 and 2; CT 001600, BG 1, 3, 4, and 5; CT 001702, BG 1; CT 001706, BG 1, 2, and 3; CT 001702, BG 1; CT 001706, BG 1, 2, and 3; CT 001707, BG 1 and 2; CT 001812, BG 1 and 2; and CT 001813, BG 1 and 2. Costs incurred for inspections of code violations and the enforcement of code requirements for properties located within eligible focus block groups are eligible for CDBG funding. In addition, costs incurred for inspections to monitor the condition of restricted affordable housing units within Ontario. To ensure long term program solutions, the team coordinates the resources available with various City departments, including but not limited to: Police, Planning, Housing and Code Enforcement.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 300 housing units will be inspected under this program.
	Location Description	This project is restricted to Census Tracts CT 001400, BG 1 and 2; CT 001501, BG 1 and 2; CT 001503, BG 1 and 2; CT 001504, BG 1 and 2; CT 001600, BG 1, 3, 4, and 5; CT 001702, BG 1; CT 001706, BG 1, 2, and 3; CT 001702, BG 1; CT 001706, BG 1, 2, and 3; CT 001707, BG 1 and 2; CT 001812, BG 1 and 2; and CT 001813, BG 1 and 2.
	Planned Activities	Activities that can be funded under this project include inspections and related enforcement activities for serious code violations.

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3	**Project Name**	Tenant Based Rental Assistance
	Target Area	
	Goals Supported	Housing Strategy Goal #1
	Needs Addressed	Affordable Housing - Rental Assistance
	Funding	HOME: $307,854
	Description	This program is designed to assist homeless individuals and families meeting the TBRA definition of chronically homeless or the McKinney-Vento Education Programs definition of homeless obtain and maintain permanent housing units. The program will provide direct financial assistance to each participant up to $20,000, including security and utility deposits. If the tenant is required to pay utilities, this would be deducted from the gross allowed rental cost to determine if the unit is eligible. Unit rental cost must be supported by a review of comparable rental costs of similar units within the neighborhood. Program is provided based upon determined preferences. Eligibility is restricted to households with incomes at or below 50% of area median income. Funding is as follows: 2022 HOME Funds - $307,854
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 20 households will be assisted through this program.
	Location Description	
	Planned Activities	Program will provide no more than a two month security deposit and minimum utility deposits. No pet security deposits or rental increases due to pet costs will be allowed. Assistance will be provided for 12 months with an option for a 12-month extension, dependent upon availability. All deposits will be provided as a grant to the tenant.

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4	**Project Name**	Community Housing Development Organizations (CHDOs) Housing Program
	Target Area	
	Goals Supported	Housing Strategy Goal #3
	Needs Addressed	Affordable Housing - Production of New Units
	Funding	HOME: $123,142
	Description	This program is designed to preserve, enhance, and improve existing neighborhoods through acquisition, rehabilitation, and/or new construction activities through Community Housing Development Organizations (CHDOs). The Housing Department will accept applications for financial assistance from certified CHDOs for proposed high quality housing projects that will enhance the City's efforts to create and preserve a variety of housing opportunities for Ontario residents with a range of affordability requirements.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	At this time no units are proposed to be completed pending the submission of a proposed project from a qualified CHDO.
	Location Description	
	Planned Activities	

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5	**Project Name**	Homeless Outreach, Shelter, Prevention, and Administration
	Target Area	
	Goals Supported	Homeless Strategy
	Needs Addressed	Homelessness - Outreach Homelessness - Emergency/Transitional Shelter Homelessness - Rapid Re-Housing Homelessness - Prevention
	Funding	CDBG: $161,322 ESG: $160,533
	Description	This project represents five separate programs and related administration that provide services to the homeless and those at-risk for homelessness in Ontario. Improvements for hydration and hygiene will be provided at the Ontario Access Center. Mercy House operates a complete continuum of care within Ontario, including an Access Center, transitional housing, and affordable permanent housing designed to meet the needs of the homeless at every stage of their struggle. Inland Valley Hope Partners' Family Stabilization Program at SOVA Program Center helps families living in poverty maintain their health, stretch their food dollars, and avoid homelessness by providing emergency food, support services, and advocacy. House of Ruth is a non-profit domestic violence agency, serving battered women and their children for more than 35 years. The City of Ontario operate a Motel Voucher Program that will provide motel vouchers to individuals and families experiencing homelessness.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Mercy House's Continuum of Care will serve approximately 1,300 persons; Inland Valley Hope Partners' Family Stabilization Program at SOVA Program Center will serve approximately 3,000 persons; House of Ruth's Services for Battered Women and Their Children will serve approximately 1,200 persons; and the City of Ontario's Motel Voucher Program will serve approximately 120.
	Location Description	517/521/525 N. Virginia Ave., Ontario, California 435 S. Bon View Ave., Ontario, California 904 E. California St., Ontario, California 208 Emporia St., Ontario, California

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	Planned Activities	1. ASSISI HOUSE: Assisi House transitional shelter provides transitional housing and supportive services to single men, single women, and single mothers with their children. The affordable permanent housing programs, housing voucher programs, including the Shelter Plus Care program, and aftercare program in Ontario provide continued care and support to those in need, a lasting end to their homelessness. 2. ONTARIO ACCESS CENTER: The Ontario Access Center provides safety-net and housing stabilization services to the homeless and at-risk of homeless. Services at the Center include lockers, laundry facilities, food distribution, showers, and meeting spaces. Assisi House transitional shelter provides transitional housing and supportive services to single men, single women, and single mothers with their children. The affordable permanent housing programs, housing voucher programs, including the Shelter Plus Care program, and aftercare program in Ontario provide continued care and support to those in need, a lasting end to their homelessness. 3. FAMILY STABILIZATION AT SOVA PROGRAM CENTER: The program provides low and very low income and homeless individuals and families with emergency food supplies and support services. Participants are able to obtain a four or five day supply of basic staple foods, enough to provide approximately 10-15 meals for each family member, every 30 days. Clients are also able to access additional support, such as hygiene products, diapers, and paper products. Utility and rental assistance may be accessed, as well as 3-5 day emergency motel vouchers (when available). Information and referral resources are available, especially in the areas of health services, housing, and other food programs. 4. SERVICES FOR BATTERED WOMEN AND CHILDREN: Services are provided through the agency's 24-hour crisis hotline, at conveniently located walk-in centers in Ontario and Pomona, and at House of Ruth's emergency and transitional shelters. Safety and self-sufficiency are the focus of all of House of Ruth's programs. The hotline provides crisis counseling, intake to shelter and referral to community services. Women in both residential and non-residential programs are provided with case management, individual and group counseling, safety planning, assistance with accessing mainstream social services, assistance with filing a restraining order, and help with employment and housing needs. Their children may be referred to House of Ruth's Child Abuse Treatment program for therapeutic counseling. Women at the Emergency Shelter also receive emergency transportation, clothing, and all meals. Domestic violence

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		prevention education brings awareness of domestic violence to local communities. 5. ONTARIO MOTEL VOUCHER PROGRAM: The City of Ontario will issue motel vouchers to individuals and families experiencing homelessness. The program will provide an opportunity to connect recipients to other homeless services offered by the Continuum of Care. 6. ADMINISTRATION: Funds will be utilized by the City and Mercy House Living Centers to pay for administrative costs related to the provision of programs and services funded by the ESG program.

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6	**Project Name**	OntarioNet Broadband Expansion
	Target Area	
	Goals Supported	Community Development Strategy Goal #1
	Needs Addressed	Community Development - Public Infrastructure
	Funding	CDBG: $430,394
	Description	This project will expand the OntarioNet broadband network providing high-speed affordable internet access to income-qualified areas.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	

DRAFT

7	**Project Name**	Pavement Management Rehabilitation
	Target Area	
	Goals Supported	Community Development Strategy Goal #1
	Needs Addressed	Community Development - Public Infrastructure
	Funding	CDBG: $585,000
	Description	This project will renovate existing street surfaces with a rubber-polymer modified slurry seal coating extending the useful life of the street surface for more than 10 years.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 29,785 persons will benefit from these improvements.
	Location Description	This project is restricted to Census Tracts CT 001308, BG 1 and 2; CT 001309, BG 1 and 3; CT 001312, BG 2; CT 001400, BG 1 and 2; CT 001600, BG 1 and 2; CT 001803, BG 1; CT 001810, BG 1, 2, and 3; CT 001812, BG 2; and CT 001813, BG 1 and 2.
	Planned Activities	

DRAFT

8	**Project Name**	Alley Pavement Management Rehabilitation
	Target Area	
	Goals Supported	Community Development Strategy Goal #1
	Needs Addressed	Community Development - Public Infrastructure
	Funding	CDBG: $362,870
	Description	This project will reconstruct alleys that are in very poor condition. The project includes brush and tree removal, repair of drainage issues, and general cleanup of alley areas. Reconstructed alleys are projected to last 20 to 25 years.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 5,890 persons will benefit from these improvements
	Location Description	Locations include alleys south of D Street and north of Holt Boulevard between San Antonio Avenue and Boulder Avenue.
	Planned Activities	

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9	**Project Name**	Wheelchair Ramp Installation
	Target Area	
	Goals Supported	Community Development Strategy Goal #1
	Needs Addressed	Community Development - Public Infrastructure
	Funding	CDBG: $175,000
	Description	This project will include the installation of approximately seventy (70) wheelchair ramps and replacement of adjoining sidewalks.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 70 wheelchair ramps will be installed.
	Location Description	This work will be done at various locations throughout the City, but locations within the TCC Boundary will be prioritized to coordinate with already planned pedestrian and transportation improvement projects.
	Planned Activities	

DRAFT

10	**Project Name**	Park Improvements Project
	Target Area	
	Goals Supported	Community Development Strategy Goal #2
	Needs Addressed	Community Development - Public Facilities
	Funding	CDBG: $600,000
	Description	This project will include various projects to make CDBG-eligible improvements to CDBG-eligible parks and community centers. Maintenance of parks and/or community centers is not eligible under this project. Typical projects would include community center capital improvements (i.e., improvements to community rooms, lobby areas, kitchen areas, roofing, mechanical systems, etc.). Additionally ADA improvements to replace or update existing restroom facilities or access to community centers could be funded under this project. Park improvements to recreation facilities, such as improvements to sporting facilities, park shelters, or playground equipment, installation of water conserving landscaping and irrigation systems, or installation of new sporting facilities would also be eligible under this project.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	One public facility will be upgraded as a result of this project.
	Location Description	Specific locations to be determined, but all activities will take place at parks whose service areas are CDBG-eligible.
	Planned Activities	Eligible parks based on service area include: Bon View Park/Dorothy Quesada Community Center, Cypress Park, De Anza Park and Community Center, Grove Memorial Park, James Bryant Park, James Galanis Park, John Galvin Park, Nugent's Park, and Sam Alba Park.

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2	**Project Name**	Neighborhood Preservation Program
	Target Area	
	Goals Supported	Housing Strategy Goal #2
	Needs Addressed	Affordable Housing - Rehab of Existing Units
	Funding	CDBG: $45,000
	Description	This project will be implemented by the Community Improvement Department and will provide grants of up to $3,000 to income-qualified homeowners to be applied for material purchase to correct existing code violations.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 15 grants will be dispersed through this program.
	Location Description	
	Planned Activities	Activities that can be funded under this project include material purchase to correct code violations.

DRAFT

12	**Project Name**	Child Care, Family, and Youth Subsidies
	Target Area	
	Goals Supported	Community Development Strategy Goal #3
	Needs Addressed	Community Development - Public Services
	Funding	CDBG: $22,000
	Description	The Ontario-Montclair YMCA provides a before and after school childcare program for school aged boys and girls, who come from families of low to moderate incomes in the Ontario-Montclair and Mountain View School Districts.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 100 unduplicated persons will be served by this project.
	Location Description	950 N. Elderberry St., Ontario, CA 91762 2825 E. Walnut St., Ontario, CA 91761
	Planned Activities	Children are provided with childcare before school, delivered to school, picked up after school, and transported to childcare sites in the afternoon. Throughout the year, programs for youth and families are provided that are both sport related and non-sport related. Families are not denied program entrance for their lack of ability to pay.

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13	**Project Name**	Fair Housing (AFFH) Program
	Target Area	
	Goals Supported	Fair Housing Strategy
	Needs Addressed	Community Development - Public Services
	Funding	CDBG: $22,000
	Description	In collaboration HUD's new proposed rule, Inland Fair Housing and Mediation Board (IFHMB) will assist the City with the conversion from the Analysis of Impediments to the Assessment of Fair Housing tool, using HUD provided regional and national data that will improve fair housing assessment, planning, and decision-making; incorporate fair housing planning into existing planning processes; encourage and facilitate regional approaches to addressing fair housing issues, including effective incentives for collaboration across jurisdictions; bring people historically excluded because of characteristics protected by the Fair Housing Act into full and fair participation, and establish an approach to Affirmatively Furthering Fair Housing (AFFH) that calls for coordinated efforts to combat illegal discrimination, so individuals and families can make decisions about where to live, free from discrimination, with necessary information regarding housing options.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 100 people will benefit from this project.
	Location Description	
	Planned Activities	

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14	**Project Name**	Landlord/Tenant Mediation Program
	Target Area	
	Goals Supported	Fair Housing Strategy
	Needs Addressed	Community Development - Public Services
	Funding	CDBG: $10,200
	Description	It is from the landlord/tenant complaints that trained mediators at Inland Fair Housing and Mediation Board (IFHMB) assess the validity of the claims made to tenants by landlords (and vice-versa) to determine whether potential fair housing violations have occurred. IFHMB also investigates whether there are systemic elements in policies and procedures that compound the reported violations. These instances provide IFHMB the opportunity to educate landlords on their own rights and responsibilities, preventing future fair housing violations for renters and assisting renters in resolving their housing issues.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 1,400 persons will benefit from these services.
	Location Description	
	Planned Activities	

DRAFT

15	**Project Name**	Senior Support Services
	Target Area	
	Goals Supported	Special Needs Strategy
	Needs Addressed	Community Development - Public Services
	Funding	CDBG: $10,000
	Description	Inland Fair Housing and Mediation Board (IFHMB) has provided application-based services to seniors in the City of Ontario for the State of California's Home Energy Assistance Program (HEAP) for over 20 years. This project will allow for an expansion of the existing program and provide application assistance to senior citizens to complete and submit the HEAP application and all required documentation. IFHMB will also assist senior citizens with any complaints or information they may need during the workshop.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 600 unduplicated persons will benefit from this project.
	Location Description	
	Planned Activities	The Senior Program Coordinator ensures that only appropriate copies of sensitive documents are submitted to the State as part of the HEAP application, returns the original documents and a copy of the application to the senior, and mails the application to the State. Rebates are returned directly to the applicant.

DRAFT

16	**Project Name**	Administration
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	CDBG: $360,696 HOME: $82,095
	Description	This activity will be used to pay for salaries and benefits for those persons administering the CDBG and HOME Programs.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	

Table 9 – Project Summary

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AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The specific location of housing and community development projects is a crucial issue. It is important that projects designed to clear blighting conditions are conducted in areas that are actually blighted, and that public service programs are provided at locations convenient to their clients. All HUD funded activities will be implemented in low- and moderate-income service areas, as defined by HUD, with the exception of some public service projects, which are intended to serve CDBG-eligible persons on a citywide basis.

The City has established as a high priority, the investment of CDBG funds into targeted neighborhoods to help the City eliminate slum and blight conditions and improve the living conditions of the residents.

In order for an area to be considered as deteriorated or deteriorating the following conditions shall be met:

- A significant number of the properties located within the area must contain visible code violations affecting the property values in the area (such as lack of or insufficient landscaping, deteriorated paint, accumulations of debris, evidence of deferred maintenance, etc.);
- Infrastructure conditions that require attention (such as lack of sidewalks or sidewalks in disrepair, streets in disrepair, lack of or unmaintained street trees, etc.);
- May contain areas designated as targeted project areas;
- At least three of the five identified factors contributing to deterioration available through Census data shall be met
    - % of population below the poverty level ≥ 20%
    - % of vacant structures ≥ 5%
    - % of total occupied housing units that are overcrowded ≥ 20%
    - % of units lacking complete plumbing and/or kitchen facilities ≥ 1%
    - % of renter and/or owner occupied units experiencing a cost burden ≥ 30%

Area must demonstrate that both public or private improvements and/or services will occur within the area.

Rationale for the priorities for allocating investments geographically

The City has reviewed proposed projects and designed a program to arrest the decline in qualified areas. This approach includes targeting several projects to a specific area to have the biggest impact on that neighborhood. By allocating CDBG funds geographically, the City is able to change the overall conditions within targeted areas and leverage the use of CDBG funds with other resources.

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Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The tables below delineate the affordable housing goals by population type and program type for FY 2022-23. The City will utilize several programs to achieve these goals, including the Tenant Based Rental Assistance (TBRA) program.

One Year Goals for the Number of Households to be Supported	
Homeless	20
Non-Homeless	0
Special-Needs	0
Total	**20**

Table 10 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	20
The Production of New Units	0
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	**20**

Table 11 - One Year Goals for Affordable Housing by Support Type

Discussion

It is anticipated that some participants assisted through the TBRA Program may qualify as special needs (elderly or disabled) households, however, without specific information the goal for special needs populations is estimated to be zero.

Introduction

The City will continue to support the HACSB Five-Year Goals/Accomplishments.

Actions planned during the next year to address the needs to public housing

Public housing programs in Ontario are conducted through an agreement with the HACSB. The HACSB manages approximately 747 Section 8 vouchers within Ontario. During FY 2022-23, the City of Ontario Housing Department will continue to monitor affordable housing units at risk for conversion to market rate. Accordingly, it is the objective of the City that all assisted housing units that are eligible for conversion to non-low-income housing should be preserved. In addition, the HACSB will continue to administer the Family Self-Sufficiency Program within the City during FY 2022-23. In this program, residents sign a five-year contract with the HACSB. As incomes rise with new employment, savings

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accounts are established. After five years, the savings account is available to the household to pay for costs associated with independent living.

The City of Ontario worked in collaboration with HACSB and the Ontario Housing Authority to secure S+C funding. Twelve (12) S+C vouchers have been awarded to assist qualified S+C households through an application referred to as "Project Gateway." As stated earlier, the City and the Ontario Housing Authority are actively pursuing additional opportunities to secure project based vouchers to assist in neighborhood revitalization strategies that also support Ontario's Continuum of Care for the homeless.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The City works closely with the HACSB and will provide marketing information when homeownership programs are available for the HACSB to distribute to appropriate public housing residents. In addition, HACSB has one of the most successful Public Housing Agency Homeownership programs on the west coast and continues to promote and progress this very successful program.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The public housing authority is considered a high performer.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City supports a variety of activities to address the needs of homeless persons and the special needs of persons that are not homeless but require supportive housing and special assistance. As part of the One-Year Action Plan, the City will support several programs and projects conducted by non-profit social service providers. Each of these activities was specifically selected for funding through CDBG and ESG programs to address each step along the Continuum of Care. The City sought out proposals and applications from a variety of homeless and social service providers prior to allocating CDBG and ESG resources.

This region is fortunate to have a number of organizations, which serve both the general homeless population and specific special segments within the homeless community. In developing the funding allocation, the City supported a diverse selection of providers and cultivated cooperation among those groups in the delivery of their services.

During FY 2005-06, the City began implementing a new Continuum of Care program in coordination with Mercy House Living Centers to assist homeless individuals and families transition from homelessness to permanent housing. The Continuum provides a comprehensive homeless strategy to assist homeless individuals and families to become self-sufficient. The programs within the Continuum include the following services: the Ontario Access Center, 34 transitional housing units, permanent housing units,

DRAFT

and an aftercare program. To date, the City and Mercy House have completed comprehensive rehabilitation on the transitional housing units and 76 permanent housing units.

The City worked in collaboration with HACSB and the Ontario Housing Authority to secure Shelter Plus Care (S+C) funding. Twelve (12) S+C vouchers have been awarded to assist qualified S+C households through an application referred to as "Project Gateway."

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Ontario Access Center provides referral services, emergency shelter, food, lockers, laundry facilities, showers, clothing, restrooms, telephone, transitional shelter services, and supportive housing services.

The Family Stabilization Program at SOVA Program Center provides food, a service referral database, emergency and transitional shelter information and referrals, and client services.

House of Ruth provides emergency and transitional shelter services, client case management services, domestic violence counseling, and childcare.

Addressing the emergency shelter and transitional housing needs of homeless persons

Mercy House's Assisi House program provides a 34-bed transitional housing facility with program stays up to 24 months to homeless families to overcome problems and conditions causing homelessness, life skills, education, budgeting, parenting education, day care, and family support.

The House of Ruth provide shelter and special services for victims of domestic violence.

The Ontario Motel Voucher Program has been developed to provide another source of emergency shelter.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The multi-family housing program, Tenant Based Rental Assistance Program, and the Housing Choice Voucher program, administered by the HACSB, provide rental housing vouchers and affordable housing units. In addition, the City works with other agency partners that offer downpayment assistance homeownership programs for low- and moderate-income families.

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The Mercy House Continuum of Care provides permanent affordable housing units with after-care services to assist formerly homeless individuals and families retain permanent housing. In addition, twelve Shelter Plus Care vouchers are available for use in Continuum of Care properties.

The Continuum of Care Manager position has been created to coordinate housing and services for individuals and families experiencing homelessness, and to oversee the daily activities and long-term planning of the Continuum of Care.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Several programs, including the Ontario Access Center, the Family Stabilization Program at SOVA Program Center, and House of Ruth, provide referral services, counseling, case management, and household goods to families at-risk of homelessness, especially those living in poverty or with extremely low incomes. The City works in partnership with the San Bernardino County Department of Behavioral Health, Social Services Department, and Parole and Probation Department to provide referrals and resources to these agencies to assist individuals who are being discharged from mental health facilities, health care facilities, and other institutions.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction

In addition to the housing activities already discussed in the One-Year Action Plan, the City will address key fair housing recommendations and objectives identified in the Analysis of Impediments to Fair Housing Choice (AI).

The AI addresses five specific target groups, tenants and property purchasers, property owners and managers, realtors, lenders and local government. Recommendations, actions, and a time period for completion will be completed for each target group.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Although the City does not have control over a number of factors that present barriers to affordable housing, the City does implement many programs to help facilitate the construction of affordable housing and assist renters and homeowners.

The City implements various housing programs to reduce or modify development standards that add costs to constructing affordable housing. These may include modification of parking, open space, and other standards through administrative exceptions. Moreover, considerable fee reductions are offered

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in return for affordability agreements. Finally, developers of affordable housing are also able to secure density bonuses that work to increase the cash flow of a project and indirectly mitigate the cost of construction, land costs, and financing constraints.

AP-85 Other Actions – 91.220(k)

Actions planned to address obstacles to meeting underserved needs

The City will continue to seek opportunities to obtain additional funding from other resources to leverage the use of HUD funds. The City monitors funding available from the State of California and other regional governmental entities to support the construction of affordable housing. In addition, the City utilizes other resources to fund public infrastructure and public facilities parks to enhance services provided to Ontario residents.

Actions planned to foster and maintain affordable housing

The City continues to monitor affordable housing units within Ontario to ensure ongoing affordability. In addition, the City seeks any available funding opportunities to add affordable housing units to its inventory.

Actions planned to reduce lead-based paint hazards

The City will continue to implement the HUD regulations concerning lead-based paint testing and abatement. Currently, City staff informs residents of activities in any housing rehabilitation program about lead-based paint hazards. This policy applies regardless of whether there are children present in the households. Furthermore, all rehabilitation projects are administered in compliance with HUD regulations concerning lead-based paint testing and abatement.

Most of Ontario's housing stock was constructed prior to the 1978 ban on lead-based paint. Therefore, most units potentially contain lead-based paint. The City will continue to identify specific neighborhoods and households, which may contain lead-based paint hazards.

Actions planned to reduce the number of poverty-level families

The City has included an Anti-Poverty/Vision for the Future Strategy within the Five-Year Consolidated Plan. In FY 2022-23, the City will continue to aggressively implement programs and activities that will generate jobs and tax revenue to help reduce the number of persons that are currently below the poverty level.

Actions planned to develop institutional structure

The City does not anticipate any gaps in the delivery of service based on the institutional structure of the City government, departments, or agencies. The Housing Department participates in a number of coalitions and collaborations to enhance coordination between the public and private housing and social service agencies providing services to Ontario residents. These coalitions include but are not limited to

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the following: County of San Bernardino Homeless Coalition, Inter-Agency Council on Homeless, and the HMIS Policy Advisory Board, and Housing Policy Advisory Committee.

Actions planned to enhance coordination between public and private housing and social service agencies

The Housing Department consulted with other key City departments in developing this One-Year Action Plan. These departments included: City Manager's Office, Economic Development Department, Development Department, Planning Department, Public Works Agency, Parks Department, Police Department, Fire Department, and Community Improvement Department. City staff also consulted with the following adjacent jurisdictions during the development of the One-Year Action Plan by providing them with a copy of the Draft One-Year Action Plan during the public review period: Upland, Chino, Rancho Cucamonga, Pomona, Fontana, and County of San Bernardino. Other key public and quasi-public agencies contacted in preparation of the plan included the County of San Bernardino Housing Authority, Upland Housing Authority, Ontario Housing Authority, and Inland Fair Housing and Mediation Board.

City staff will continue to cooperate with other organizations in order to achieve housing and community development objectives. The following list identifies organizations that the City anticipates interacting with and, in some cases, providing funds to during the next fiscal year:

- Inland Fair Housing and Mediation Board
- Inland Valley Hope Partners
- House of Ruth
- Ontario-Montclair School District
- Mercy House
- County of San Bernardino Department of Behavioral Health
- Housing Authority of the County of San Bernardino
- County of San Bernardino Interagency Council on Homelessness

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Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction

Funding for CDBG programs is provided through evaluation of the City's infrastructure, public service, public improvement, and public facility needs, along with a competitive application process conducted every two years for public service projects. HOME funds are available for to non-profit developers, private developers, and Community Housing Development Organizations (CHDOs) on an over-the-counter basis as funding is available. Applications for HOME funding are available on the City's website. ESG funds are provided through a competitive application process conducted every two years.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

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HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

   The City does not use HOME funds in any other manner than those described in Section 92.205.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

   The City will utilize recapture provisions for HOME-funded homebuyer activities. The City will recapture net proceeds after the homebuyer has recovered the homebuyer's entire investment (homebuyer's downpayment plus allowable expenditures for capital improvements made by the homebuyer). After the homebuyer's investment has been recovered, the City will then recapture the entire HOME loan amount or the portion remaining thereof in net proceeds. The amount subject to recapture is the direct subsidy made to the homebuyer. Capital improvements are permanent real property improvements and do not include maintenance items. The following items are examples of capital improvements: room addition, patio cover, in-ground pool and kitchen remodel. The following items are considered maintenance and would be ineligible for deduction: tools, annual flowers, and light bulbs. Painting and carpeting may be considered if the receipt is within five years and it adds to the overall value of the home.

   An example of the recapture calculation is shown below:
   HOME downpayment assistance = $10,000
   Homebuyer downpayment = $2,000
   Eligible capital improvements = $3,000
   Net proceeds = $12,000
   Net proceeds – Homebuyers Investment = Remaining net proceeds available for recapture ($12,000 - $5,000 = $7,000).
   In this example, the amount of HOME funds recaptured would be $7,000.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

   The City will ensure that any property assisted with HOME funds complies with the periods of affordability requirement found at 24 CFR 92.254(a)(4) based on the level of HOME investment. Recapture provisions are utilized for HOME downpayment assistance loan programs, however the period of affordability remains unaffected, even if the funds are repaid prior to the expiration of the affordability period.

DRAFT

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

   The City has no plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds.

Emergency Solutions Grant (ESG)
Reference 91.220(l)(4)

1. Include written standards for providing ESG assistance (may include as attachment)

   Written standards for the provision of ESG assistance are attached in Appendix F.

2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

   The City is currently working in cooperation with the San Bernardino County Office of Homeless Services to implement the coordinated entry system established by the San Bernardino County Continuum of Care. The City also requires any subrecipients utilizing ESG funds to participate in the coordinated assessment system.

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

   The City has adopted a process and criteria for awarding ESG. This process is conducted as part of the overall Consolidated Plan process. The City advertises the availability of CDBG, HOME, and ESG funds in a newspaper of general circulation. The criteria to select recipients are as follows:

   1. Ability of service provider to meet the intended use of ESG funds;
   2. Proposal is eligible;
   3. Proposal is consistent with the Continuum of Care principals found in applications for funding; and
   4. Ability to meet time frames required for obligation.

4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

   The City consults with the Continuum of Care which has formerly homeless individuals as members.

DRAFT

5. Describe performance standards for evaluating ESG.

The City will enter into binding agreements with subrecipients. Elements of these agreements will include the following information:

1. Type of activity
2. Scope of services to be provided
3. Number of persons to be assisted
4. Budget
5. Reporting requirements
6. Other terms and conditions

The City will conduct annual on-site inspections to ascertain whether the organization is actually meeting their goals and objectives. The overall goal will be to identify any deficiencies and promote corrections in order to improve performance.

DRAFT

CITY OF ONTARIO *Agenda Report* **June 21, 2022**	**SECTION:** **CONSENT CALENDAR**
Department: Investments & Revenue Resources Prepared By: Cruz Torres Staff Member Presenting: Armen Harkalyan, Executive Director of Finance Reviewed By: Cecilia House, Armen Harkalyan Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 9

SUBJECT: ANNUAL LEVY OF ASSESSMENTS WITHIN STREET LIGHTING MAINTENANCE DISTRICT NOS. 1 AND 2 FOR FISCAL YEAR 2022-23

RECOMMENDATION:

That the City Council adopt Resolutions pertaining to the levy of assessments within Street Lighting Maintenance District (SLMD) Nos. 1 and 2:

A. A Resolution initiating proceedings and ordering the preparation of an Engineer's Report for each district relating to the annual levy of assessments;
B. A Resolution giving preliminary approval of the Engineer's Reports; and
C. A Resolution for each district declaring the City's intention to levy the special assessments for Fiscal Year 2022-23 and set the date of July 19, 2022, for a Public Hearing on each district in accordance with the Landscaping and Lighting Act of 1972.

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

FISCAL IMPACT: As proposed, special assessment revenue will be generated in the amount of $315,643 from SLMD No. 1 and $95,480 from SLMD No. 2 during Fiscal Year 2022-23. A portion of the facilities within SLMD No. 1 provide general benefit to the public at large and cannot be funded with the assessment. The amount of general benefit is $8,462. This amount will be provided from the General Fund and is included in the City's Adopted Budget for Fiscal Year 2022-23.

BACKGROUND & ANALYSIS: Street Lighting Maintenance District No. 1 was formed in 1984, and Street Lighting Maintenance District No. 2 was formed in 1999, pursuant to the Landscaping and Lighting Act of 1972 (the "1972 Act"), to help minimize the continually increasing cost for maintaining and operating the City's street lighting system. A special assessment is levied annually on benefiting properties for the cost of maintenance and operation of certain street lighting facilities within the districts. The locations of the districts are shown on the attached maps.

The City's Public Works Department establishes the annual maintenance costs and maintains the street lighting system. An Engineer's Report for each district must be prepared annually, apportioning the costs to each parcel within the districts. The districts are comprised of commercial, industrial and some multi-family residential properties. Due to varying characteristics, the districts are organized into benefit zones and/or maintenance areas. Each zone/maintenance area is assessed for only the operation and maintenance of the facilities from which it receives direct special benefit. The total assessment for each zone/maintenance area is then apportioned to its constituent parcels. Therefore, the assessments are unique and specific to each individual parcel of property.

The City contracted with Harris and Associates to perform a Capital Replacement Study for SLMD 1 and 2. The study established a capital replacement plan which set the initial year replacement requirement amount higher and will gradually decrease over the years. Fiscal Year 2022-23, capital replacement cost is $271,948 and CPI is 8.6%. In an effort to lessen the special tax rates for the landowners, the City opted to levy a lower Capital Replacement cost of $180,000.00 for the next five years; and limit the CPI increase to 3%. Capital replacement cost of $180,000 was apportioned as follows: ($130,255 for SLMD 1, zone 2000-1, and $3,389; for SLMD 1, zone 2000-2; and $46,356 for SLMD 2). The reserve balance for district 1 will offset the capital replacement by $105,978 for SLMD 1, zone 2000-1.

The total assessment during tax year 2021-22 was $306,037 in SLMD No. 1, and $92,752 in SLMD No. 2. The City's proposed Fiscal Year 2022-23 levy for the two Street Light maintenance districts is based on the previous year's actual expenses. The proposed total assessments for tax year 2022-23 are $315,644 in SLMD No. 1, and $95,480 in SLMD No. 2. A portion of the facilities within SLMD No. 1 provide general benefit to the public at large and cannot be funded with the assessment. The amount of this general benefit is $8,462 for Fiscal Year 2022-23. The general benefit will be reliant on a subsidy from the General Fund and is included in the City's adopted budget for Fiscal Year 2022-23. The assessed tax rates for Fiscal Year 2021-22, and the proposed and maximum tax rates for Fiscal Year 2022-23, are shown in Exhibit A.

Pursuant to the "1972 Act," Engineer's Reports have been prepared for each district, and are on file with the Records Management Department. Each report includes plans and specifications for the improvements being operated and maintained, an estimate of costs, a diagram of the area proposed to be assessed, and an assessment of the costs to the various parcels within the districts.

A public hearing is required for each district prior to adoption of the proposed assessments. A combined public hearing will be held on July 19, 2022, for the purpose of accepting comments and written protests for both districts. At the conclusion of the public hearing the City Council will consider adoption of Resolutions confirming the assessments and ordering the levy of the assessments for tax year 2022-23. Notice of the public hearing for the levy of assessments will be published in the local newspaper, in accordance with the applicable statutes.

EXHIBIT A

Street Lighting Maintenance Districts Proposed Levy Rates FY 22-23

		Prior Year 2021-22	Maximum 2022-23	Proposed 2022-23
SLMD No. 1, Zone 2000-1	per AU	$ 104.00	$ 173.00	$ 108.00
SLMD No. 1, Zone 2000-2	per AU	$ 60.00	$ 141.00	$ 63.00
SLMD No. 2, MA# 99-1		$ 4,235.00	$ 12,294.00	$ 4,358.00
SLMD No. 2, MA# 99-2		$ 2,264.00	$ 6,113.00	$ 2,333.00
SLMD No. 2, MA# 99-3		$ 4,529.00	$ 10,187.00	$ 4,666.00
SLMD No. 2, MA# 99-4		$ 1,509.00	$ 4,080.00	$ 1,554.00
SLMD No. 2, MA# 99-5		$ 1,246.00	$ 3,825.00	$ 1,282.00
SLMD No. 2, MA# 99-6		$ 12,198.00	$ 35,701.00	$ 12,565.00
SLMD No. 2, MA# 99-7		$ 410.00	$ 1,104.00	$ 422.00
SLMD No. 2, MA# 99-8		$ 3,019.00	$ 8,150.00	$ 3,111.00
SLMD No. 2, MA# 00-1		$ 2,756.00	$ 3,750.00	$ 2,839.00
SLMD No. 2, MA# 00-2		$ 1,509.00	$ 2,502.00	$ 1,555.00
SLMD No. 2, MA# 00-3		$ 8,304.00	$ 13,752.00	$ 8,552.00
SLMD No. 2, MA# 00-4		$ 50,765.00	$ 78,748.00	$ 52,240.00

Street Lighting Maintenance District No.1
VICINITY MAP



May 19, 2022

0 4,000 8,000 Feet

N W E S

Legend
- ZONE 2000-1
- Zone 2000-2

Note:
Reference is hereby made to the Maps of The Assessor of the County of San Bernardino, California, for a detailed description of the lines and dimensions of the parcels shown hereon.

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CITY OF ONTARIO

Street Lighting Maintenance District No.2
VICINITY MAP



May 19, 2022

0 4,000 8,000 Feet

N W E S

Legend
Street Light Maintenance District 2

Note:
Reference is hereby made to the Maps of The Assessor of the County of San Bernardino, California, for a detailed description of the lines and dimensions of the parcels shown hereon.

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ORDERING THE PREPARATION OF THE ASSESSMENT ENGINEER'S REPORTS PURSUANT TO THE PROVISIONS OF DIVISION 15, PART 2, OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA, FOR PROCEEDINGS FOR THE ANNUAL ASSESSMENT LEVY WITHIN ONTARIO STREET LIGHTING MAINTENANCE DISTRICTS NO. 1 AND NO. 2 FOR FISCAL YEAR 2022-23.

WHEREAS, the City Council of the City of Ontario, California, previously formed maintenance districts pursuant to the terms and provisions of the "Landscaping and Lighting Act of 1972," being Division 15, Part 2, of the Streets and Highways Code of the State of California (the "1972 Act"), known and designated as

CITY OF ONTARIO
STREET LIGHTING MAINTENANCE DISTRICTS NO. 1 AND 2

(the "Districts"); and

WHEREAS, at this time the City Council desires to initiate proceedings to provide for the annual levy of assessments for the referenced Fiscal Year to provide for the annual costs for maintenance of improvements within the Districts; and

WHEREAS, the proceedings for the annual levy of assessments shall relate to the Fiscal Year commencing July 1, 2022, and ending June 30, 2023; and

WHEREAS, there has been submitted to this City Council for its consideration at this time, maps showing the boundaries of the areas affected by the levy of the assessments for the above-referenced Fiscal Year, and inventory maps showing and describing in general the works of improvement proposed to be maintained in said Districts, said description being sufficient to identify the works of improvement and the areas proposed to be assessed for said maintenance thereof.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

SECTION 1. That the above recitals are all true and correct.

SECTION 2. That the maps entitled

CITY OF ONTARIO
STREET LIGHTING MAINTENANCE DISTRICTS NO. 1 AND 2
BOUNDARY MAP AND INVENTORY MAPS

attached hereto, as submitted to this City Council, showing the boundaries of the proposed areas to be assessed and showing the works of improvement to be maintained, are hereby approved, and a copy thereof shall be on file in the Records Management

Department and open to public inspection. The proposed parcels and properties within said areas are those to be assessed to pay the costs and expenses for said maintenance work.

SECTION 3. That the proposed maintenance work within the areas proposed to be assessed shall be for street lighting and signal and appurtenant improvements, as said maintenance work is set forth in the Reports to be presented to this City Council for consideration.

SECTION 4. That the Assessment Engineer, Harris & Associates, is hereby ordered to prepare and file with this City Council the Assessment Engineer's Reports relating to said annual assessment and levy in accordance with the provisions of 1972 Act, Article XIIID of the Constitution of the State of California ("Article XIIID"), and the Proposition 218 Omnibus Implementation Act (Government Code Section 53750 and following) (the "Implementation Act") (the 1972 Act, Article XIIID and the Implementation Act are referred to collectively as the "Assessment Law").

SECTION 5. That upon completion, said Assessment Engineer's Reports shall be filed with the City Clerk, who shall then submit the same to this City Council for its consideration pursuant to the Assessment Law.

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 June 2022.

_____
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. 2022- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held June 21, 2022 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. 2022- duly passed and adopted by the Ontario City Council at their regular meeting held June 21, 2022.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

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Street Light Maintenance District 1
Boundary and Inventory Map

Legend

- ▲ Safety Light
- ● Conventional
- Zone 2000-1
- Zone 2000-2

CITY OF ONTARIO SOUTHERN CALIFORNIA

0 500 1000 2000 Feet

N W E S

Note:
Reference is hereby made to the Maps of The Assessor of the County of San Berndardino, California, for a detailed description of the lines and dimensions of the parcels shown hereon.

Date: 05/23/2022

\\ont-chfs02\shared\Engineering\Traffic & Transportation\Traffic Engineering\Research and General Inquiries\Street Light Maintenance District Count Request\FY 21-22\SLMD 1\SLMD 1 Count_2021-04-16_mapbook.



Street Light Maintenance District 1
Boundary and Inventory Map

Legend

- ▲ Safety Light
- ● Conventional
- Zone 2000-1

N
W E
S

0 800 1600 3200 Feet

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Date: 05/23/2022

\\ont-chfs02\shared\Engineering\Traffic & Transportation\Traffic Engineering\Research and General Inquiries\Street Light Maintenance District Count Request\FY 21-22\SLMD 1\SLMD 1 Count_2021-04-16_mapbook



Street Light Maintenance District 1
Boundary and Inventory Map

Legend

- ▲ Safety Light
- ● Conventional
- Zone 2000-1

CITY OF ONTARIO

0 950 1900 3800 Feet

N W E S

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Date: 05/23/2022

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Street Light Maintenance District 1
Boundary and Inventory Map

Legend

- ▲ Safety Light
- ● Conventional
- Zone 2000-1

CITY OF ONTARIO SOUTHERN CALIFORNIA

0 1150 2300 4600 Feet

N W E S

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Date: 05/23/2022

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Street Light Maintenance District 1
Boundary and Inventory Map

CITY OF ONTARIO SOUTHERN CALIFORNIA

0 650 1300 2600 Feet

Legend

- ▲ Safety Light
- ● Conventional
- Zone 2000-1

N W E S

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Date: 05/23/2022

\\ont-chfs02\shared\Engineering\Traffic & Transportation\Traffic Engineering\Research and General Inquiries\Street Light Maintenance District Count Request\FY 21-22\SLMD 2\SLMD 2 Count_2021-04-16_mapbook.



Street Light Maintenance District 2
Boundary and Inventory Map

CITY OF ONTARIO SOUTHERN CALIFORNIA

0 400 800 1600 Feet

Legend

- ▲ Safety Light
- ● Conventional
- Maintenance District 2

N W E S

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Date: 05/18/2022

\\ont-chfs02\shared\Engineering\Traffic & Transportation\Traffic Engineering\Research and General Inquiries\Street Light Maintenance District Count Request\FY 21-22\SLMD 2\SLMD 2 Count_2021-04-16_mapbook.



Street Light Maintenance District 2
Boundary and Inventory Map

CITY OF ONTARIO SOUTHERN CALIFORNIA

0 205 410 820 Feet

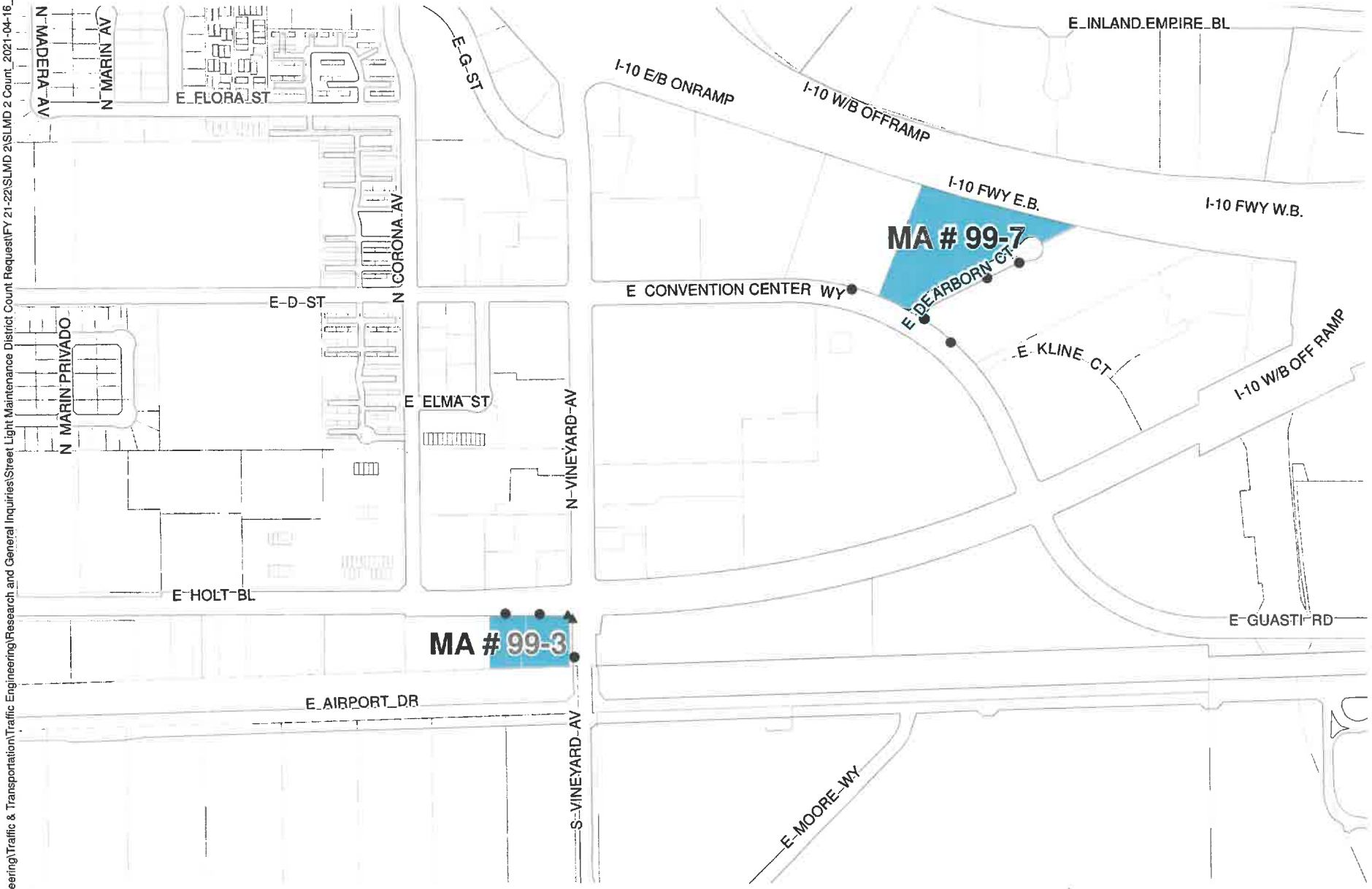
Legend

- Conventional
- Maintenance District 2

N W E S

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Date: 05/18/2022



Street Light Maintenance District 2
Boundary and Inventory Map

Legend

- ▲ Safety Light
- ● Conventional
- Maintenance District 2

0 310 620 1240 Feet

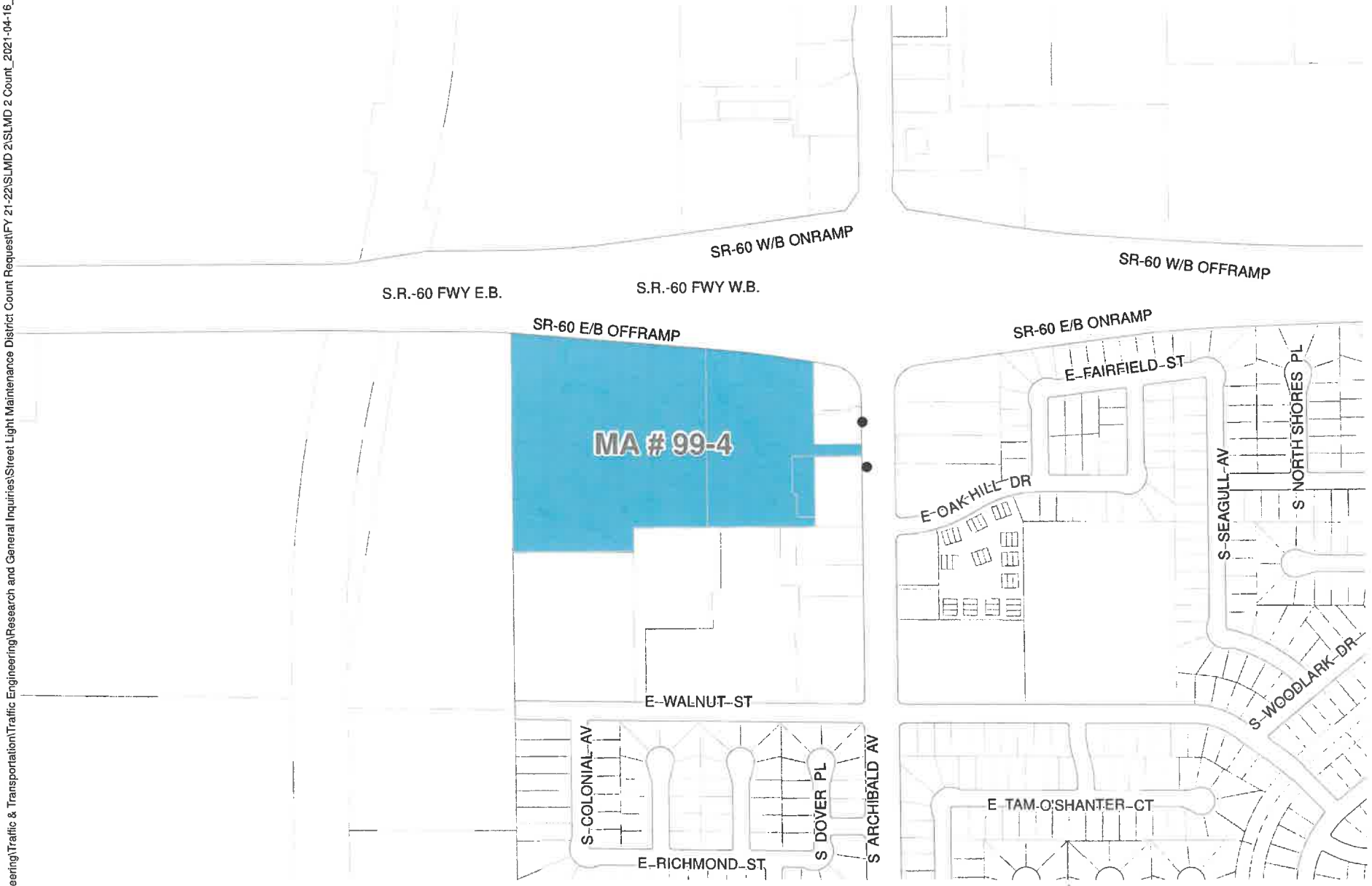
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Date: 05/18/2022

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Street Light Maintenance District 2
Boundary and Inventory Map

Legend

- Conventional
- Maintenance District 2

N
W E
S

0 260 520 1040 Feet

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\\ont-chfs02\shared\Engineering\Traffic & Transportation\Traffic Engineering\Research and General Inquiries\Street Light Maintenance District Count Request\FY 21-22\SLMD 2\SLMD 2 Count_2021-04-16_mapbook.



Street Light Maintenance District 2
Boundary and Inventory Map

CITY OF ONTARIO SOUTHERN CALIFORNIA

0 130 260 520 Feet

Legend

- Conventional
- Maintenance District 2

N W E S

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Date: 05/18/2022

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Street Light Maintenance District 2
Boundary and Inventory Map

CITY OF ONTARIO SOUTHERN CALIFORNIA

0 170 340 680 Feet

Legend

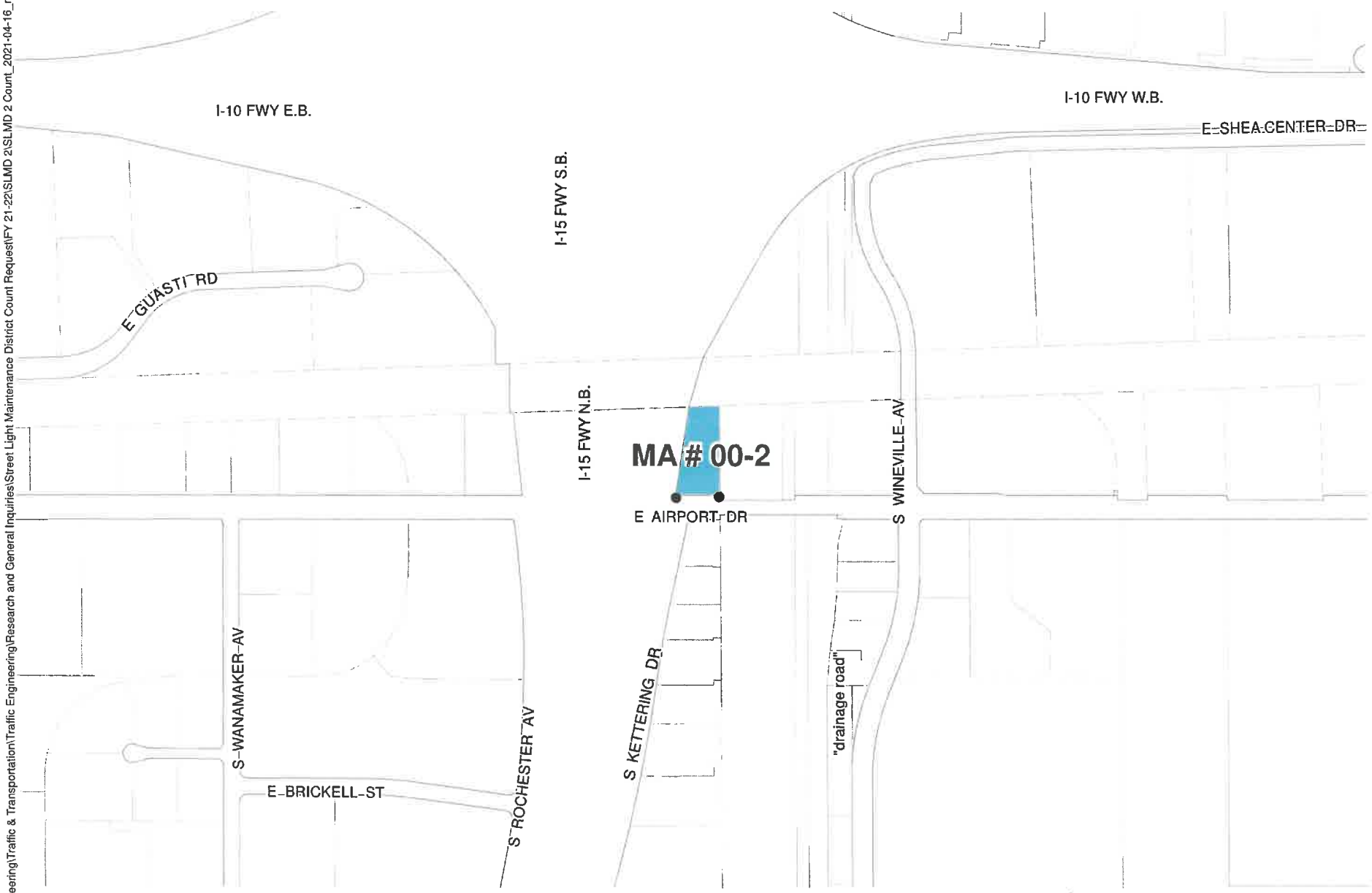
- ▲ Safety Light
- ● Conventional
- Maintenance District 2

N W E S

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Date: 05/18/2022

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Street Light Maintenance District 2
Boundary and Inventory Map

CITY OF ONTARIO CALIFORNIA

0 300 600 1200 Feet

Legend

- Conventional
- Maintenance District 2

N W E S

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Date: 05/18/2022

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Street Light Maintenance District 2
Boundary and Inventory Map

CITY OF ONTARIO SOUTHERN CALIFORNIA

0 262.5 525 1050 Feet

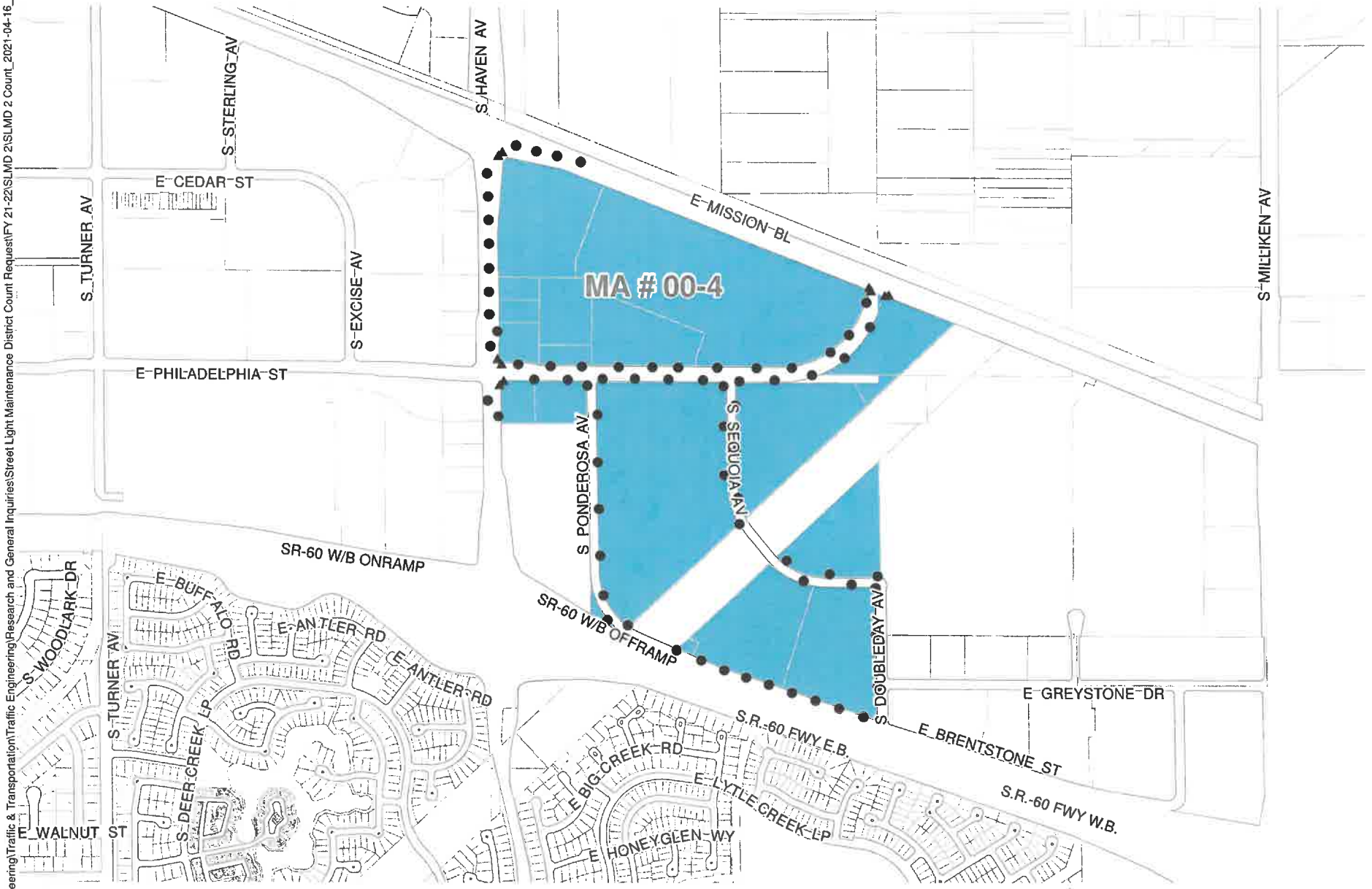
Legend

- ▲ Safety Light
- ● Conventional
- Maintenance District 2

N W E S

Note:
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Date: 05/18/2022



Street Light Maintenance District 2
Boundary and Inventory Map

Legend

- ▲ Safety Light
- ● Conventional
- Maintenance District 2

CITY OF ONTARIO CALIFORNIA

0 495 990 1980 Feet

N W E S

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Date: 05/18/2022

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING THE ASSESSMENT ENGINEER'S REPORTS FOR THE ANNUAL LEVY OF ASSESSMENTS WITHIN ONTARIO STREET LIGHTING MAINTENANCE DISTRICTS NO. 1 AND NO. 2 FOR FISCAL YEAR 2022-23.

WHEREAS, the City Council of the City of Ontario, California, pursuant to the provisions of Division 15, Part 2, of the Streets and Highways Code of the State of California (the "1972 Act"), Article XIIID of the Constitution of the State of California ("Article XIIID"), and the Proposition 218 Omnibus Implementation Act (Government Code Section 53750 and following) (the "Implementation Act") (the 1972 Act, Article XIIID and the Implementation Act are referred to collectively as the "Assessment Law"), did, by previous Resolution, order the preparation of the Assessment Engineer's Reports for the annual levy of assessments for the referenced Fiscal Year in the maintenance assessment districts known and designated as

CITY OF ONTARIO
STREET LIGHTING MAINTENANCE DISTRICTS NO. 1 AND 2

(the "Districts"); and

WHEREAS, there has now been presented to this City Council the Assessment Engineer's Reports as required by the Assessment Law and as previously directed by Resolution; and

WHEREAS, this City Council has now examined and reviewed the Assessment Engineer's Reports as presented, and is satisfied with each and all of the items and documents as set forth therein, and is satisfied that the assessments on a preliminary basis, have been assessed in accordance with the special benefits received from the improvements to be maintained, as set forth in said Assessment Engineer's Reports.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

SECTION 1. That the above recitals are all true and correct.

SECTION 2. That the Assessment Engineer's Reports as presented, consisting of the following:

A. Plans and specifications describing the general nature, location, and extent of the improvements to be maintained and the extent of such maintenance for each District;

B. An estimate of the cost of the maintenance of the improvements for each District for the referenced Fiscal Year;

C. A diagram for each District, showing the area and properties proposed to be assessed; and

D. An annual assessment within each District for the referenced Fiscal Year of the estimated costs of the maintenance of those improvements to be maintained during such Fiscal Year, assessing the net amount upon all assessable lots and/or parcels within each District in proportion to the special benefits received;

are hereby approved on a preliminary basis and are ordered to be filed in the Records Management Department as a permanent record and to remain open to public inspection.

SECTION 3. That the City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation of the Assessment Engineer's Reports.

PASSED, APPROVED, AND ADOPTED this 21st day of June 2022.

_____
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. 2022- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held June 21, 2022 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. 2022- duly passed and adopted by the Ontario City Council at their regular meeting held June 21, 2022.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DECLARING ITS INTENTION TO PROVIDE FOR AN ANNUAL LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2022-23 IN ONTARIO STREET LIGHTING MAINTENANCE DISTRICT NO. 1 PURSUANT TO THE PROVISIONS OF DIVISION 15, PART 2, OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA, AND SETTING A TIME AND PLACE FOR A PUBLIC HEARING THEREON.

WHEREAS, the City Council of the City of Ontario, California, has previously formed a street lighting maintenance assessment district pursuant to the terms and provisions of the "Landscaping and Lighting Act of 1972," being Division 15, Part 2, of the Streets and Highways Code of the State of California (the “1972 Act”), in what is known and designated as

CITY OF ONTARIO
STREET LIGHTING MAINTENANCE DISTRICT NO. 1

(hereinafter referred to as the District); and

WHEREAS, the City Council has previously undertaken proceedings as required by the 1972 Act, Article XIIID of the Constitution of the State of California (“Article XIIID”), and the Proposition 218 Omnibus Implementation Act (Government Code Section 53750 and following) (the “Implementation Act and, together with the 1972 Act and Article XIIID, the “Assessment Law”) to approve and has approved the levy of maximum annual assessments to finance the estimated costs of the maintenance of all of the improvements to be maintained, assessing the net amount upon all assessable lots and/or parcels within the District in proportion to the special benefits received; together with a formula pursuant to which such maximum assessments may be adjusted annually for inflation; and

WHEREAS, at this time, this City Council desires to conduct proceedings to provide for the annual levy of assessments for the referenced Fiscal Year, to provide for the costs and expenses necessary for continual maintenance of improvements within said District; and

WHEREAS, at this time, there has been presented and approved by this City Council, the Engineer's Report as required by law, and this City Council desires to conduct the proceedings for said annual levy; and

WHEREAS, the proposed annual assessments for the referenced Fiscal Year as set forth in the Assessment Engineer’s Report do not exceed the maximum annual assessments as previously authorized to be levied and, therefore, the proposed levy of assessments for the referenced Fiscal Year are not deemed to be “increased” over the maximum annual assessments.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

SECTION 1. That the above recitals are all true and correct.

SECTION 2. That the public interest and convenience requires, and it is the intention of this City Council, to undertake proceedings for the annual levy and collection of special assessments for the continual maintenance of certain improvements, all to service and specially benefit said District as said area is shown and delineated on the maps as previously approved by this City Council and on file in the Records Management Department, open to public inspection, and herein so referenced and made a part hereof, and proposed changes thereto are set forth in the Engineer's Report, incorporated herein as a part hereof.

REPORT

SECTION 3. That the Engineer's Report regarding the annual levy for said District, which Report is for maintenance for said Fiscal Year, is hereby approved and is directed to be filed in the Records Management Department. Reference is made to such Report for a full and detailed description of the improvements to be maintained, the boundaries of the District and the zones therein, and the proposed assessments on assessable lots and parcels of land within the District.

ASSESSMENT

SECTION 4. That the public interest and convenience requires, and it is the intention of this City Council to order the annual assessment levy for the District as set forth and described in said Engineer's Report, and further it is determined to be in the best public interest and convenience to levy and collect annual assessments to pay the costs and expenses of said maintenance and improvement as estimated in said Report.

DESCRIPTION OF MAINTENANCE

SECTION 5. The assessments levied and collected shall be for the maintenance of certain street lighting and appurtenant improvements, as set forth in the Engineer's Report, referenced and so incorporated herein.

COUNTY AUDITOR

SECTION 6. The County Auditor shall enter on the County Assessment Roll the amount of the assessments, and the County Tax Collector shall collect said assessments at the time and in the same manner as County taxes are collected. After collection by the County, the net amount of the assessments, after the deduction of any compensation due to the County for collection, shall be paid to the Treasurer for purposes of paying for the costs and expenses of said District.

SPECIAL FUND

SECTION 7. That all monies collected shall be deposited in a special fund. Payment shall be made out of said fund only for the purpose provided for in this Resolution, and in order to expedite the making of this maintenance and improvement, the City Council may transfer into said fund as it may deem necessary to expedite the proceedings. Any such transfer shall be repaid out of the proceeds of the assessments provided for in this Resolution.

BOUNDARIES OF DISTRICT

SECTION 8. Said contemplated maintenance work is in the opinion of this City Council, of special benefit to the properties within the boundaries of the District, and this City Council makes the costs and expenses of said maintenance chargeable upon the District, which District said City Council hereby declares to be the District specially benefited by said improvement and maintenance, and to be further assessed to pay the costs and expenses thereof. Said District shall include each and every parcel of land within the boundaries of said District, as said District is shown on the maps as approved by this City Council and on file in the Records Management Department.

PUBLIC HEARING

SECTION 9. NOTICE IS HEREBY GIVEN THAT A PUBLIC HEARING WILL BE HELD THE 19th DAY OF JULY, 2022, AT THE HOUR OF 6:30 O'CLOCK P.M., IN THE REGULAR MEETING OF THE CITY COUNCIL, BEING IN THE COUNCIL CHAMBERS, WHICH IS THE TIME AND PLACE FIXED BY THIS CITY COUNCIL FOR THE HEARING OF PROTESTS OR OBJECTIONS IN REFERENCE TO THE ANNUAL LEVY OF ASSESSMENTS, TO THE EXTENT OF THE MAINTENANCE, BY PROPERTY OWNERS AFFECTED HEREBY AND ANY OTHER MATTERS CONTAINED IN THIS RESOLUTION; PROVIDED, THAT, IN THE EVENT THE JULY 19, 2022 CITY COUNCIL MEETING IS HELD VIA TELECONFERENCE AND/OR VIDEO CONFERENCE ONLY, THE MEANS BY WHICH THE PUBLIC MAY OBSERVE SUCH PUBLIC HEARING AND OFFER PUBLIC COMMENT SHALL BE PRESCRIBED IN THE NOTICE AND AGENDA FOR SUCH CITY COUNCIL MEETING. ANY PERSONS WHO WISH TO OBJECT TO THE PROCEEDINGS FOR THE ANNUAL LEVY SHOULD FILE A WRITTEN PROTEST WITH THE CITY CLERK PRIOR TO THE TIME SET AND SCHEDULED FOR SAID PUBLIC HEARING.

NOTICE

SECTION 10. That the City Clerk is hereby authorized and directed to publish, pursuant to Government Code Section 6061, a copy of this Resolution in the INLAND VALLEY DAILY BULLETIN, a newspaper of general circulation within said City, said publication shall be made one time and not less than ten (10) days before the date set for the Public Hearing.

SECTION 11. That this Resolution shall take effect immediately upon its adoption.

SECTION 12. For any and all information relating to the proceedings, protest procedure, any documentation and/or information of a procedural or technical nature, your attention is directed to the below listed person at the local agency or department so designated:

Cecilia House
City of Ontario
303 East “B” Street
Ontario, California 91764
(909) 395-2088

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 June 2022.

_____
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. 2022- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held June 21, 2022 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. 2022- duly passed and adopted by the Ontario City Council at their regular meeting held June 21, 2022.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DECLARING ITS INTENTION TO PROVIDE FOR AN ANNUAL LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2022-23 IN ONTARIO STREET LIGHTING MAINTENANCE DISTRICT NO. 2, PURSUANT TO THE PROVISIONS OF DIVISION 15, PART 2, OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA, AND SETTING A TIME AND PLACE FOR A PUBLIC HEARING THEREON.

WHEREAS, the City Council of the City of Ontario, California, has previously formed a street lighting maintenance assessment district, and authorized the levy of assessments therein pursuant to the terms and provisions of the "Landscaping and Lighting Act of 1972," being Division 15, Part 2, of the Streets and Highways Code of the State of California (the "1972 Act"), Article XIIID of the Constitution of the State of California ("Article XIIID"), and the Proposition 218 Omnibus Implementation Act (Government Code Section 53750 and following) (the "Implementation Act") (the 1972 Act, Article XIIID and the Implementation Act are referred to collectively as the "Assessment Law") in what is known and designated as

CITY OF ONTARIO
STREET LIGHTING MAINTENANCE DISTRICT NO. 2

(the "District"); and

WHEREAS, the City Council previously undertook proceedings as required by the Assessment Law to consider the approval of the levy of (a) maximum annual assessments to finance the estimated costs of the maintenance of all of the improvements to ultimately be maintained upon the completion and acceptance thereof for maintenance, assessing the net amount upon all assessable lots and/or parcels within the District in proportion to the special benefits received; together with a formula pursuant to which such maximum assessment may be adjusted annually for inflation, and (b) an initial annual assessment of the estimated costs of the maintenance of those improvements to be maintained during such Fiscal Year, assessing the net amount upon all assessable lots and/or parcels within the District in proportion to the special benefits received; and

WHEREAS, upon the conclusion of the public hearing related to the proposed levy of the maximum annual assessments referred to in the preceding recital, the assessment ballots submitted in favor of the maximum annual assessments and the assessment ballots received in opposition to the levy of the maximum annual assessments were tabulated with assessment ballots weighted according to the proportional financial obligation of the affected properties; and

WHEREAS, as a result of the tabulation of the assessment ballots submitted, it was determined that the assessment ballots submitted, and not withdrawn, in favor of the proposed maximum annual assessment exceeded the assessment ballots submitted, and not withdrawn, in opposition to the levy of the maximum annual assessment; and

WHEREAS, this City Council has initiated proceedings to provide for the annual levy of assessments for the referenced Fiscal Year, to finance the costs and expenses necessary for continual maintenance of improvements within said District; and

WHEREAS, at this time, there has been presented and approved by this City Council, the Assessment Engineer's Report as required by the Assessment Law, and this City Council desires to conduct the proceedings to authorize said annual levy; and

WHEREAS, the proposed annual assessments for the referenced Fiscal Year as set forth in the Assessment Engineer's Report do not exceed the maximum annual assessments as previously authorized to be levied and, therefore, the proposed levy of assessments for the referenced Fiscal Year are not deemed to be "increased" over the maximum annual assessments.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

RECITALS

SECTION 1. That the above recitals are all true and correct.

IMPROVEMENTS AND MAINTENANCE

SECTION 2. That the public interest and convenience requires, and it is the intention of this City Council, to undertake proceedings for the annual levy and collection of special assessments for the continual maintenance of the improvements described below, all to service and specially benefit the properties within said District as said area is shown and delineated on a map as previously approved by this City Council and on file in the Records Management Department, open to public inspection, and herein so referenced and made a part hereof:

The improvements to be maintained include street lighting facilities specially benefiting the properties within the District. Such street lighting facilities include all works or improvements used or useful for street lighting, including luminaires, poles, supports, tunnels, manholes, vaults, conduits, pipes, wires, conductors, guys, stubs, platforms, braces, transformers, insulators, contacts, switches, capacitors, meters, communications circuits, appliances, attachments and appurtenances.

The maintenance of such street lighting facilities shall include the furnishing of services and materials for the ordinary and usual maintenance and servicing of the street lighting facilities, including:

(a) Repair, removal, or replacement of all or any part of any street lighting facility; and
(b) The provision of electric current for the operation of such street lighting facilities.

Reference is made to the Assessment Engineer's Report for further information regarding the improvements to be maintained and the scope of such maintenance.

The annual assessment for the referenced Fiscal Year shall be levied only for those improvements completed or projected to be completed and accepted by this City Council for maintenance prior to or during said Fiscal Year.

ASSESSMENT ENGINEER'S REPORT

SECTION 3. That the Assessment Engineer's Report regarding the annual levy for said District, which Report is for maintenance for the said Fiscal Year, is hereby approved and is directed to be filed in the Records Management Department. Reference is made to such Report for a full and detailed description of the improvements to be maintained, the boundaries of the District and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the District.

ASSESSMENT

SECTION 4. That the public interest and convenience requires, and it is the intention of this City Council to order the annual assessment levy for the District as set forth and described in said Assessment Engineer's Report, and further it is determined to be in the best public interest and convenience to levy and collect annual assessments to pay the costs and expenses of said maintenance and improvement as estimated in the Assessment Engineer's Report.

BOUNDARIES OF DISTRICT

SECTION 5. Said contemplated maintenance work is in the opinion of this City Council, of direct benefit to the properties within the boundaries of the District, and this City Council makes the costs and expenses of said maintenance chargeable upon a District, which District said City Council hereby declares to be the District benefited by said improvement and maintenance, and to be further assessed to pay the costs and expenses thereof. Said District shall include each and every parcel of land within the boundaries of said District, as said District is shown on a map as approved by this City Council and on file in the Records Management Department, and so designated by the name of the District.

PUBLIC HEARING

SECTION 6. NOTICE IS HEREBY GIVEN THAT A PUBLIC HEARING WILL BE HELD THE 19th DAY OF JULY, 2022, AT THE HOUR OF 6:30 O'CLOCK P.M., IN THE REGULAR MEETING OF THE CITY COUNCIL, BEING IN THE COUNCIL CHAMBERS, WHICH IS THE TIME AND PLACE FIXED BY THIS CITY COUNCIL FOR THE HEARING OF PROTESTS OR OBJECTIONS IN REFERENCE TO THE ANNUAL LEVY OF ASSESSMENTS, TO THE EXTENT OF THE MAINTENANCE, BY ANY INTERESTED PERSON AND ANY OTHER MATTERS CONTAINED IN THIS RESOLUTION; PROVIDED, THAT, IN THE EVENT THE JULY 19, 2022 CITY COUNCIL MEETING IS HELD VIA TELECONFERENCE AND/OR VIDEO CONFERENCE ONLY, THE MEANS BY WHICH THE PUBLIC MAY OBSERVE SUCH PUBLIC HEARING AND OFFER PUBLIC COMMENT SHALL BE PRESCRIBED IN THE NOTICE AND AGENDA FOR SUCH CITY COUNCIL MEETING. ANY PERSONS WHO WISH TO OBJECT TO THE PROCEEDINGS FOR THE ANNUAL LEVY SHOULD FILE A WRITTEN PROTEST WITH THE CITY CLERK PRIOR TO THE TIME SET AND SCHEDULED FOR SAID PUBLIC HEARING.

NOTICE

SECTION 7. That the City Clerk is hereby authorized and directed to publish, pursuant to Government Code Section 6061, a copy of this Resolution in the INLAND VALLEY DAILY BULLETIN, a newspaper of general circulation within said City, said publication shall be made one time and not less than ten (10) days before the date set for the Public Hearing.

EFFECTIVE DATE OF RESOLUTION

SECTION 8. That this Resolution shall take effect immediately upon its adoption.

PROCEEDING INQUIRIES

SECTION 9. For any and all information relating to the proceedings, protest procedure, any documentation and/or information of a procedural or technical nature, your attention is directed to the below listed person at the local agency or department so designated:

Cecilia House
City of Ontario
303 East “B” Street
Ontario, California 91764
(909) 395-2088

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 June 2022.

_____
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. 2022- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held June 21, 2022, 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. 2022- duly passed and adopted by the Ontario City Council at their regular meeting held June 21, 2022.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

CITY OF ONTARIO *Agenda Report* **June 21, 2022**	**SECTION:** **CONSENT CALENDAR**
Department: Investments & Revenue Resources Prepared By: Cruz Torres Staff Member Presenting: Armen Harkalyan, Executive Director of Finance Reviewed By: Cecilia House, Armen Harkalyan Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 10

SUBJECT: ANNUAL LEVY OF ASSESSMENTS WITHIN ONTARIO PARKWAY MAINTENANCE ASSESSMENT DISTRICT NOS. 1, 2, 3 AND 4 FOR FISCAL YEAR 2022-23.

RECOMMENDATION: That the City Council adopt Resolutions pertaining to the levy of assessments within Ontario Parkway Maintenance Assessment District (OPMAD) Nos. 1, 2, 3 and 4:

A. A Resolution initiating proceedings and ordering the preparation of an Engineer's Report for each district relating to the annual levy of assessments;
B. A Resolution giving preliminary approval of the Engineer's Report;
C. A Resolution for District Nos. 1, 2 and 3, and a Resolution for District No. 4, declaring the City's intention to levy the special assessments for Fiscal Year 2022-23 and set the date of July 19, 2022 for a Public Hearing on each district in accordance with the Landscaping and Lighting Act of 1972.

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

FISCAL IMPACT: As proposed, special assessment revenue will be generated in the amount of $286,248 from OPMAD Nos. 1, 2 and 3, and $349,175 from OPMAD No. 4 during Fiscal Year 2022-23. The total cost of $647,251 for operation and maintenance within OPMAD Nos. 1, 2 and 3 will exceed the assessment revenues by $361,004. The difference of $361,004 will have $349,397 paid from the General Fund and $11,607 will be provided from the district 3 reserve. These amounts are included in the City's adopted budget for Fiscal Year 2022-23. The special assessment for OPMAD No. 4 is sufficient to pay all expenses within this service area.

BACKGROUND & ANALYSIS: The first of these districts was formed in 1976 pursuant to the Landscaping and Lighting Act of 1972 (the "1972 Act"). Additional territories are annexed to the districts from time to time as development proceeds. The districts were formed to help minimize the continually increasing cost of maintaining and operating the landscaping along public streets where the property owners do not have direct access to the landscaping. A special assessment is

levied annually on benefiting properties for the cost of operation and maintenance of certain parkway landscaping facilities within the districts. The City's Public Works Agency establishes the annual operation and maintenance costs and administers the maintenance of the landscaping. Annually, an Engineer's Report for each district must be prepared which apportions these costs to each parcel within the districts. The locations of the districts are shown on the attached maps.

OPMAD Nos. 1, 2, and 3 are comprised of single-family residential developments. Due to varying characteristics, the districts are organized into benefit zones and/or maintenance areas. Each zone/maintenance area is assessed for only the operation and maintenance of the facilities from which it receives special direct benefit. The total assessment for each maintenance area is then apportioned to its constituent parcels.

Special assessment revenue will be generated in the combined amount of $286,248 from OPMAD Nos. 1, 2 and 3. The assessed tax rates for Fiscal Year 2021-22, and the proposed and maximum tax rates for Fiscal Year 2022-23, are shown in the attached Exhibit A.

OPMAD No. 4 is comprised of single-family residential tracts and the Ontario Mills development area. The district is organized into 6 Maintenance Areas. Each maintenance area is assessed for only the operation and maintenance of the facilities from which it receives direct special benefit. The total assessment for each maintenance area is then apportioned to its constituent parcels.

The assessments for OPMAD No. 4 will generate a total of $349,175. OPMAD No. 4 will generate sufficient revenue to pay all expenses within the service area. The assessed tax rates for Fiscal Year 2021-22, and the maximum and proposed tax rates for Fiscal Year 2022-23, are shown in the attached Exhibit A.

Pursuant to the "1972 Act," Engineer's Reports have been prepared for each district and are on file with the Records Management Department. Each report includes plans and specifications for the improvements and maintenance, an estimate of costs, a diagram of the area proposed to be assessed, and an assessment of the costs to the various parcels within each district.

A public hearing is required for each district prior to adoption of the proposed assessments. A combined public hearing will be held on July 19, 2022 for the purpose of accepting comments and written protests. At the conclusion of the public hearing, the City Council will consider adoption of Resolutions confirming the assessments and ordering the levy of the assessments for tax year 2022-23. Notice of the public hearing for the levy of assessments will be published in the local newspaper, in accordance with the applicable statutes.

Exhibit A

Ontario Parkway Maintenance Assessment Districts 1, 2 & 3

Proposed Levy Rates FY 2022-23

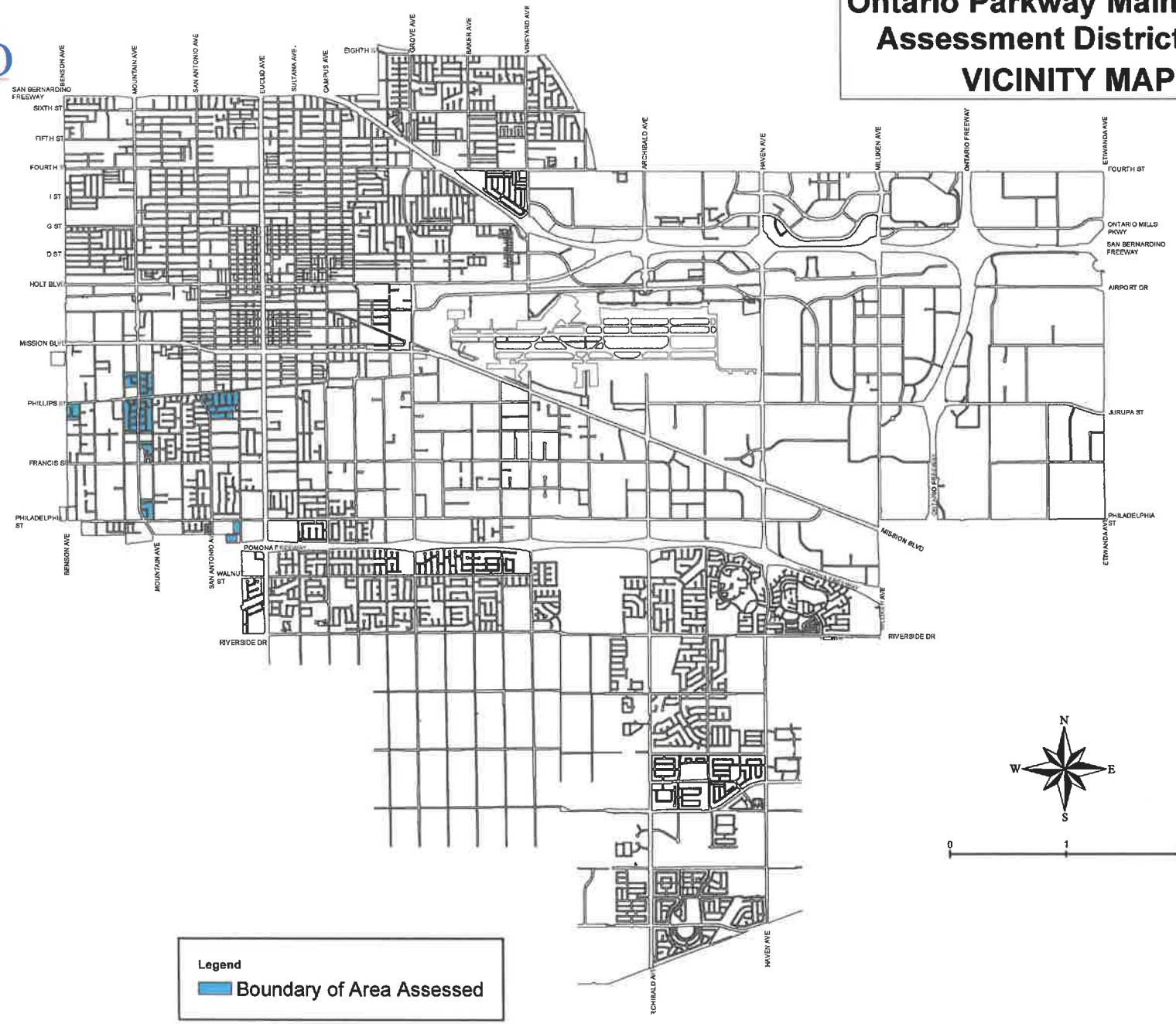
	Prior Year 2021-22	Maximum 2022-23	Proposed 2022-23
OPMAD No. 1	$ 66.32 per Lot	$ 66.32 per Lot	$ 66.32 per Lot
OPMAD No. 2	$ 34.04 per Lot	$ 34.04 per Lot	$ 34.04 per Lot
OPMAD No. 3, Zone 2000-1	$ 41.29 per Lot	$ 41.29 per Lot	$ 41.29 per Lot
OPMAD No. 3, Zone 2000-2	$ 186.38 per Lot	$ 266.68 per Lot	$ 191.97 per Lot

Ontario Parkway Maintenance Assessment District 4

Proposed Levy Rates FY 2022-23

	Prior Year 2021-22	Maximum 2022-23	Proposed 2022-23
MA#99-1	$ 55.65 per Lot	$ 64.89 per Lot	$ 57.32 per Lot
MA#99-2	$ 362.55 per Lot	$ 409.31 per Lot	$ 373.43 per Lot
MA#99-3	$ 1,126.58 per Acre	$1,469.75 per Acre	$1,160.38 per Acre
MA#00-1	$ 264.84 per Lot	$ 403.11 per Lot	$ 272.78 per Lot
MA#04-1	$ 1,065.26 per Lot	$ 2,567.75 per Lot	$ 1,097.25 per Lot
MA#05-1	$ 1,463.53 per Lot	$ 3,182.86 per Lot	$ 1,507.40 per Lot

Ontario Parkway Maintenance Assessment District No. 1
VICINITY MAP



Legend

Boundary of Area Assessed

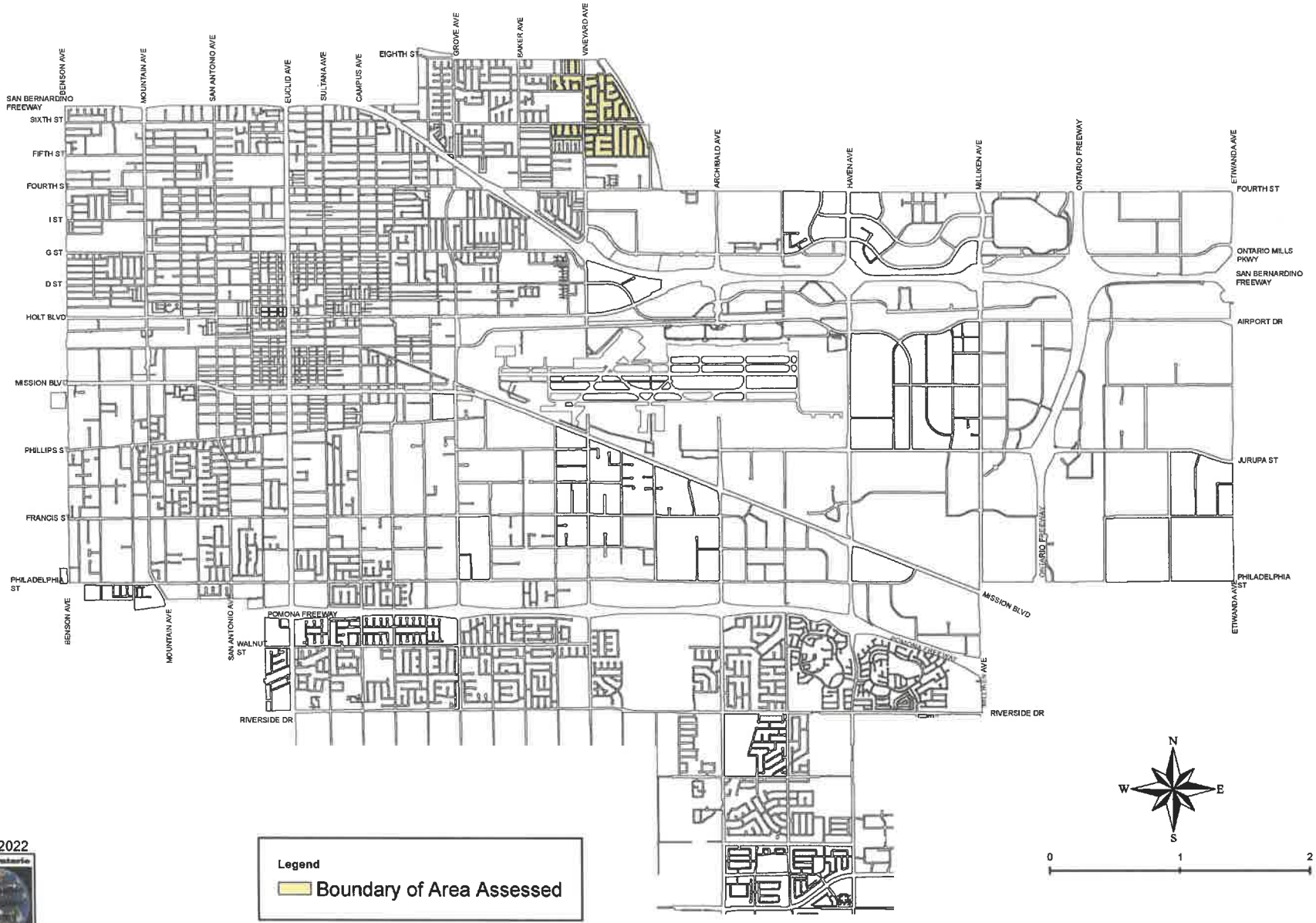
5/23/2022

City of Ontario

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CITY OF ONTARIO

Ontario Parkway Maintenance Assessment District No. 2
VICINITY MAP

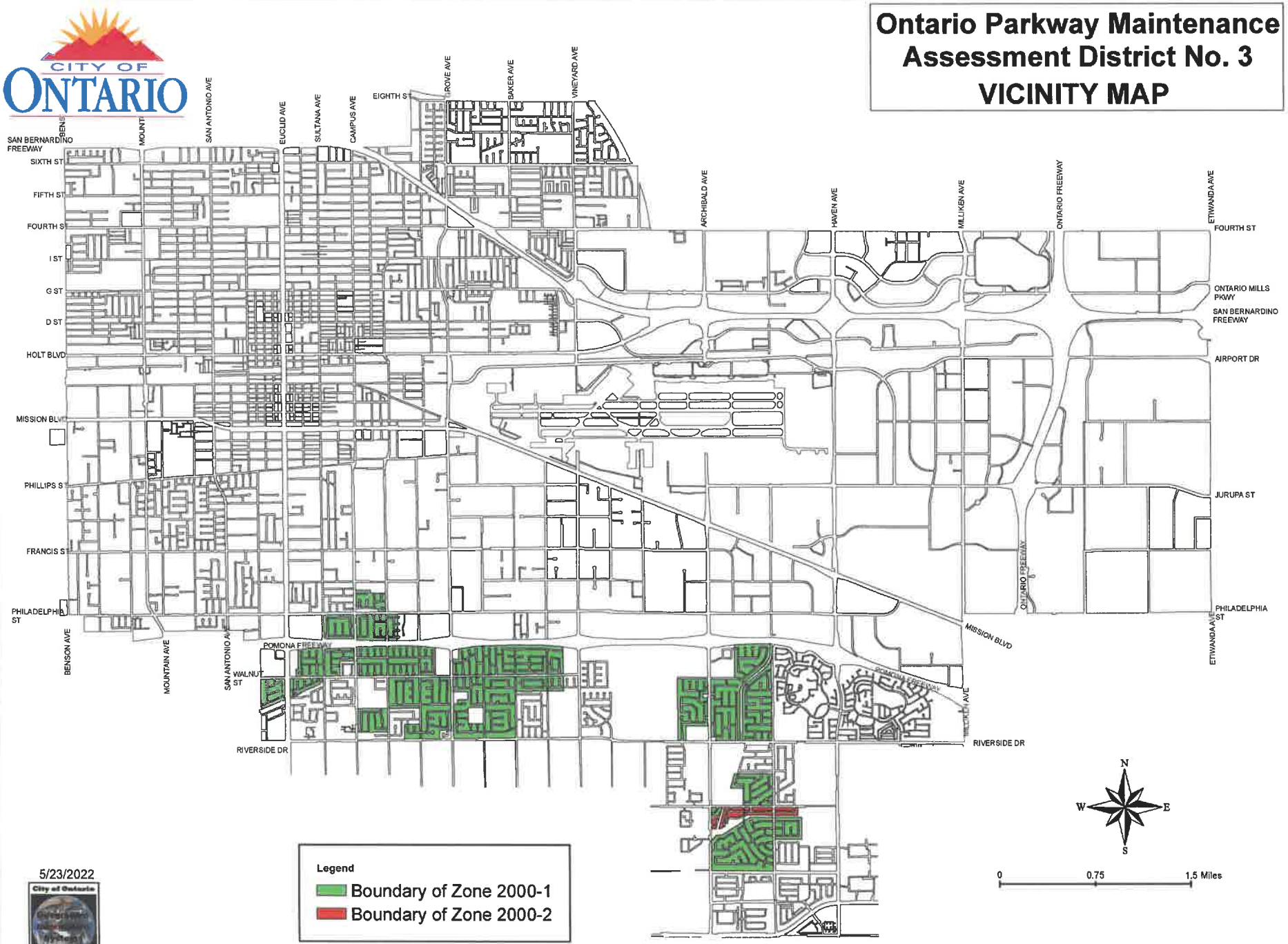


5/23/2022

Legend

Boundary of Area Assessed

Ontario Parkway Maintenance Assessment District No. 3
VICINITY MAP



CITY OF ONTARIO

Ontario Parkway Maintenance Assessment District No. 4
VICINITY MAP



Legend

Boundary of Area Assessed

5/23/2022

City of Ontario

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ORDERING THE PREPARATION OF THE ASSESSMENT ENGINEER'S REPORTS PURSUANT TO THE PROVISIONS OF DIVISION 15, PART 2, OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA, FOR PROCEEDINGS FOR THE ANNUAL ASSESSMENT LEVY WITHIN ONTARIO PARKWAY MAINTENANCE ASSESSMENT DISTRICTS NO. 1, 2, 3 AND 4 FOR FISCAL YEAR 2022-23.

WHEREAS, the City Council of the City of Ontario, California, previously formed maintenance districts pursuant to the terms and provisions of the "Landscaping and Lighting Act of 1972," being Division 15, Part 2, of the Streets and Highways Code of the State of California (the "1972 Act"), known and designated as

CITY OF ONTARIO
PARKWAY MAINTENANCE ASSESSMENT DISTRICTS NO. 1, 2, 3 AND 4

(the "Districts"); and

WHEREAS, at this time the City Council desires to initiate proceedings to provide for the annual levy of assessments for the ensuing fiscal year to provide for the annual costs for maintenance of improvements within the Districts; and

WHEREAS, the proceedings for the annual levy of assessments shall relate to the fiscal year commencing July 1, 2022, and ending June 30, 2023; and

WHEREAS, there has been submitted to this City Council for its consideration at this time, maps showing the boundaries of the area affected by the levy of the assessment for the above-referenced fiscal year, and inventory maps showing and describing in general the works of improvement proposed to be maintained in said Districts, said description being sufficient to identify the works of improvement and the areas proposed to be assessed for said maintenance thereof.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

SECTION 1. That the above recitals are all true and correct.

SECTION 2. That the maps entitled

CITY OF ONTARIO
PARKWAY MAINTENANCE ASSESSMENT DISTRICTS NO. 1, 2, 3 AND 4
BOUNDARY AND INVENTORY MAPS

attached hereto, as submitted to this City Council, showing the boundaries of the proposed areas to be assessed and showing the works of improvement to be maintained, are hereby approved, and a copy thereof shall be on file in the Records Management

Department and open to public inspection. The parcels and properties within said area are those proposed to be assessed to pay the costs and expenses for said maintenance work.

SECTION 3. That the proposed maintenance work within the area proposed to be assessed shall be for certain landscaping and appurtenant improvements, as said maintenance work is set forth in the Reports to be presented to this City Council for consideration.

SECTION 4. That the Assessment Engineer, Harris & Associates, is hereby ordered to prepare and file with this City Council the Assessment Engineer's Reports relating to said annual assessment and levy in accordance with the provisions of 1972 Act, Article XIIID of the Constitution of the State of California ("Article XIIID"), and the Proposition 218 Omnibus Implementation Act (Government Code Section 53750 and following) (the "Implementation Act") (the 1972 Act, Article XIIID and the Implementation Act are referred to collectively as the "Assessment Law").

SECTION 5. That upon completion, said Assessment Engineer's Reports shall be filed with the City Clerk, who shall then submit the same to this City Council for its consideration pursuant to the Assessment Law.

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 June 2022.

_____
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. 2022- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held June 21, 2022 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

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SHEILA MAUTZ, CITY CLERK

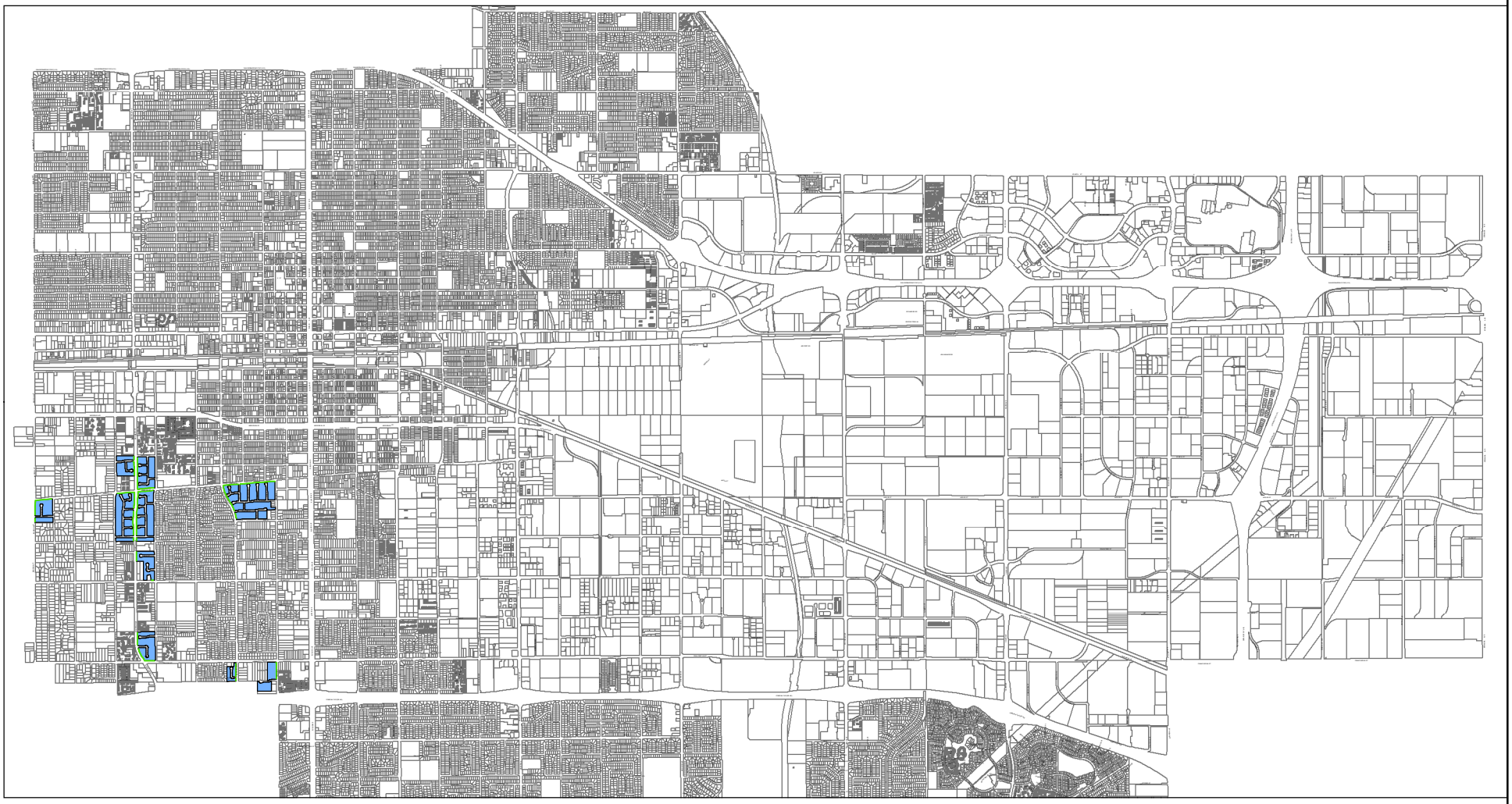
(SEAL)

The foregoing is the original of Resolution No. 2022- duly passed and adopted by the Ontario City Council at their regular meeting held June 21, 2022.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

Ontario Parkway Maintenance Assessment District No. 1
Boundary and Inventory Map



4/29/2022

City of Ontario Geographic Information Systems

0 2,850 5,700 Feet

N W E S

Legend

- Areas Maintained
- Boundary of Area Assessed

Note:
Reference is hereby made to the Maps of the Assessor of the County of San Bernardino, California, for detailed descriptions of the lines and dimensions of the parcels shown hereon.

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Ontario Parkway Maintenance Assessment District No. 1
Boundary and Inventory Map



4/29/2022

City of Ontario Geographic Information Systems

N
W E
S

0 500 1,000 Feet

Legend Map 1 of 2

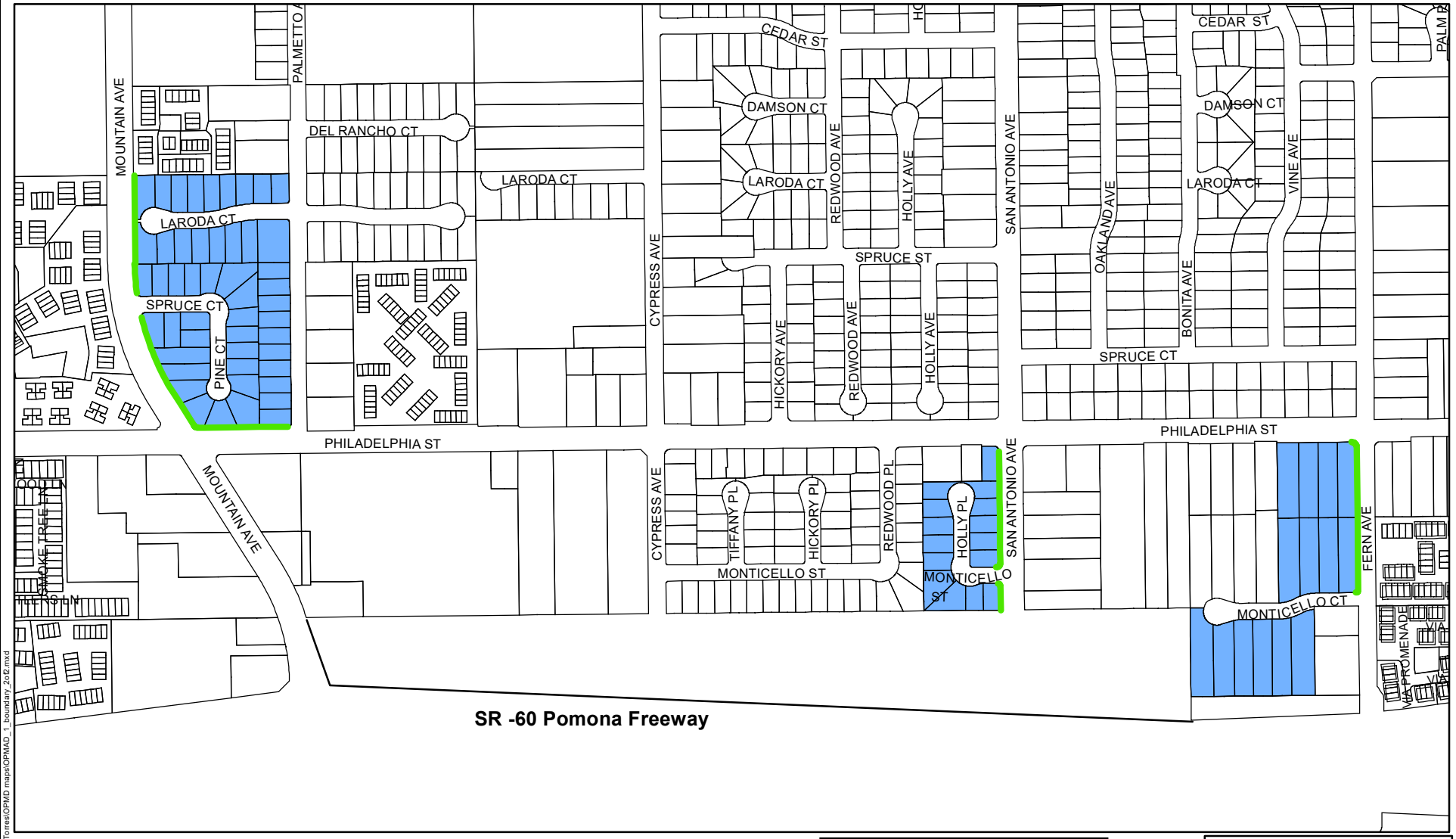
- Areas Maintained
- Boundary of Area Assessed

Note:
Reference is hereby made to the Maps of the Assessor of the County of San Bernardino, California, for detailed descriptions of the lines and dimensions of the parcels shown hereon.

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Ontario Parkway Maintenance Assessment District No. 1

Boundary and Inventory Map



4/29/2022

City of Ontario Geographic Information Systems

0 500 1,000 Feet

N W E S

Map 2 of 2

Legend

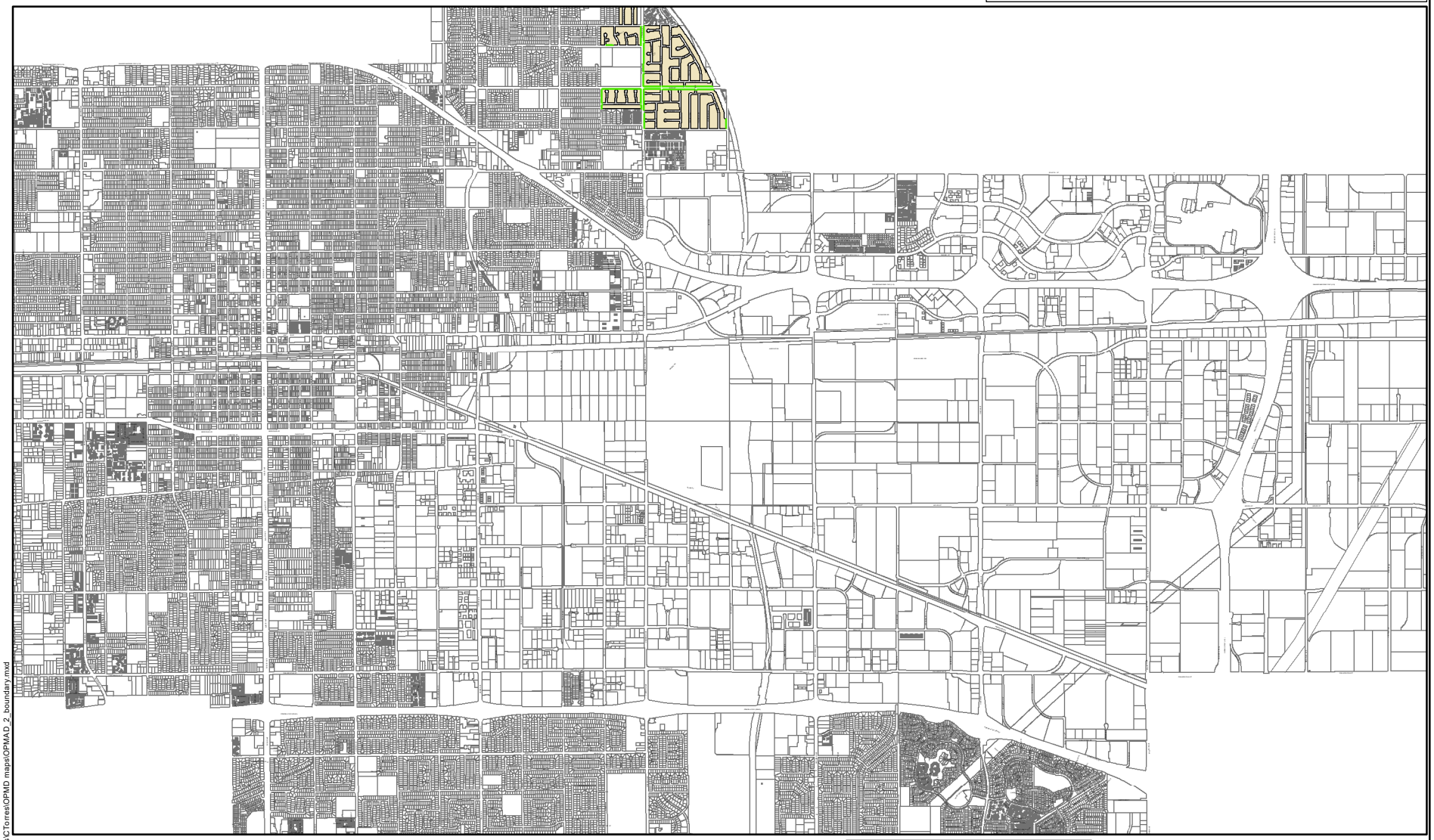
- Areas Maintained
- Boundary of Area Assessed

Note:
Reference is hereby made to the Maps of the Assessor of the County of San Bernardino, California, for detailed descriptions of the lines and dimensions of the parcels shown hereon.

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Ontario Parkway Maintenance Assessment District No. 2

Boundary and Inventory Map



4/29/2022

City of Ontario Geographic Information Systems

0 3,250 6,500 Feet

N W E S

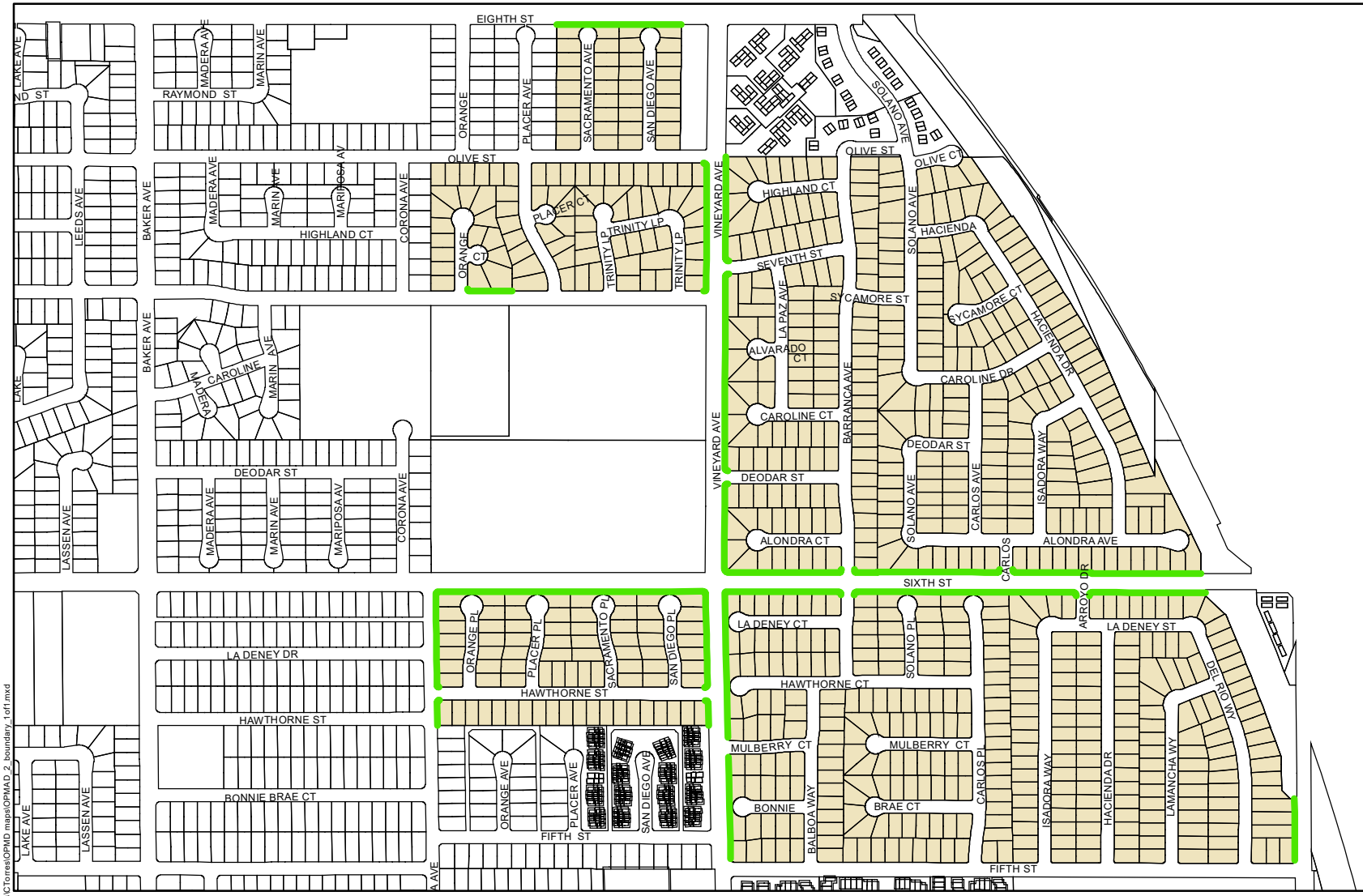
Legend Map 1 of 1

- Areas Maintained
- Boundary of Areas Assessed

Note:
Reference is hereby made to the Maps of the Assessor of the County of San Bernardino, California, for detailed descriptions of the lines and dimensions of the parcels shown hereon.

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Ontario Parkway Maintenance Assessment District No. 2
Boundary and Inventory Map



4/29/2022

City of Ontario Geographic Information Systems

0 500 1,000 Feet

N W E S

Map 1 of 1

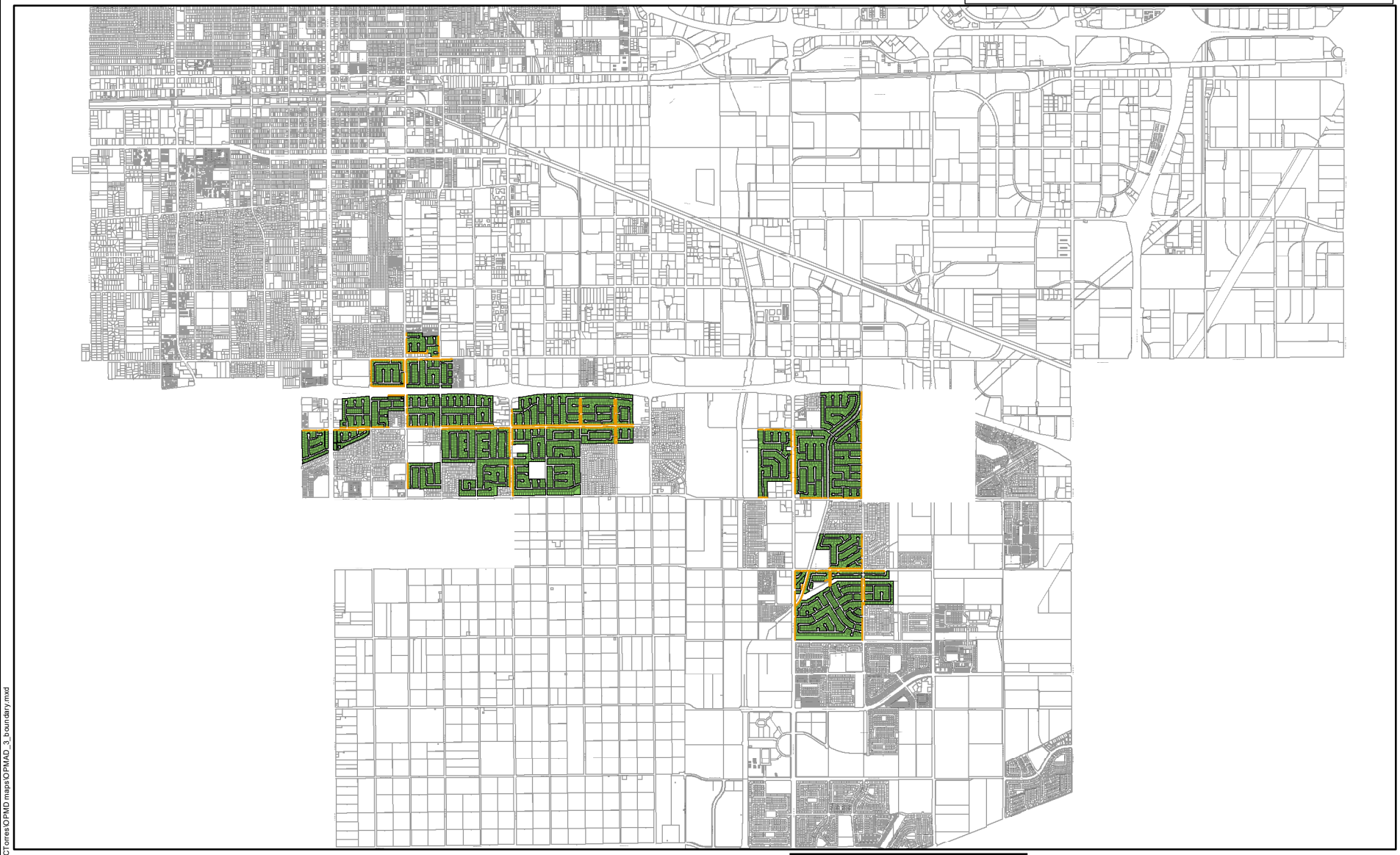
Legend

- Areas Maintained
- Boundary of Areas Assessed

Note:
Reference is hereby made to the Maps of the Assessor of the County of San Bernardino, California, for detailed descriptions of the lines and dimensions of the parcels shown hereon.

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Ontario Parkway Maintenance Assessment District No. 3
Boundary and Inventory Map



4/29/2022

City of Ontario Geographic Information Systems

0 3,125 6,250 Feet

N W E S

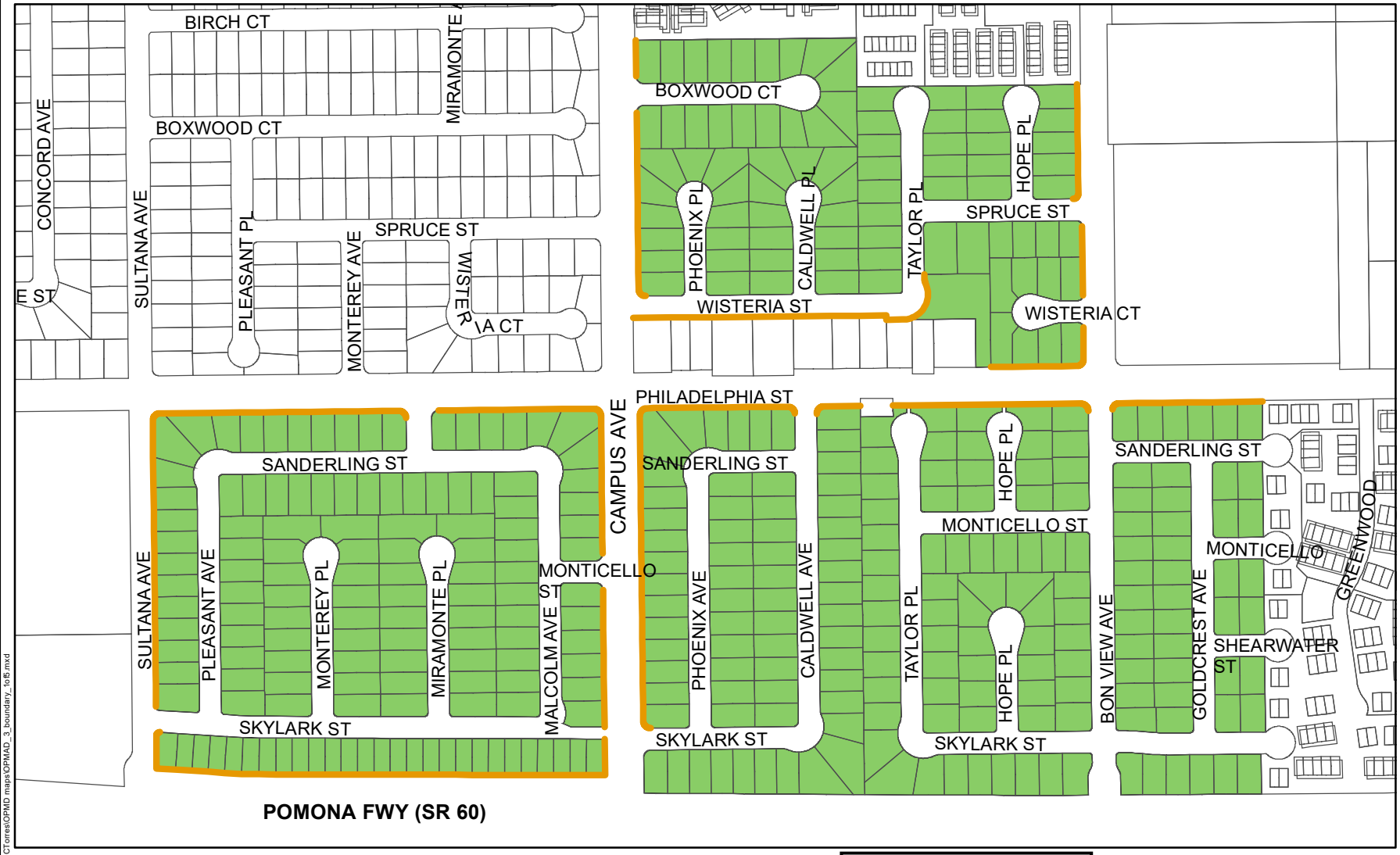
Legend Map 1 of 5

- Areas Maintained
- Boundary of Zone 2000-1

Note:
Reference is hereby made to the Maps of the Assessor of the County of San Bernardino, California, for detailed descriptions of the lines and dimensions of the parcels shown hereon.

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Ontario Parkway Maintenance Assessment District No. 3
Boundary and Inventory Map



4/29/2022

City of Ontario Geographic Information Systems

0 250 500 Feet

N W E S

Legend Map 1 of 5

- Areas Maintained
- Boundary of Zone 2000-1

Note:
Reference is hereby made to the Maps of the Assessor of the County of San Bernardino, California, for detailed descriptions of the lines and dimensions of the parcels shown hereon.

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Ontario Parkway Maintenance Assessment District No. 3
Boundary and Inventory Map



4/29/2022

City of Ontario Geographic Information Systems

0 487.5 975 Feet

N W E S

Map 2 of 5

Legend

- Areas Maintained
- Boundary of Zone 2000-1

Note:
Reference is hereby made to the Maps of the Assessor of the County of San Bernardino, California, for detailed descriptions of the lines and dimensions of the parcels shown hereon.

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Ontario Parkway Maintenance Assessment District No. 3
Boundary and Inventory Map



4/29/2022

City of Ontario Geographic Information Systems

0 500 1,000 Feet

N W E S

Map 3 of 5

Legend

- Areas Maintained
- Boundary of Zone 2000-1

Note:
Reference is hereby made to the Maps of the Assessor of the County of San Bernardino, California, for detailed descriptions of the lines and dimensions of the parcels shown hereon.

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Ontario Parkway Maintenance Assessment District No. 3

Boundary and Inventory Map



4/29/2022

City of Ontario Geographic Information Systems

0 500 1,000 Feet

N W E S

Map 4 of 5

Legend

- Areas Maintained
- Boundary of Zone 2000-1

Note:
Reference is hereby made to the Maps of the Assessor of the County of San Bernardino, California, for detailed descriptions of the lines and dimensions of the parcels shown hereon.

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Ontario Parkway Maintenance Assessment District No. 3
Boundary and Inventory Map



4/29/2022

City of Ontario Geographic Information Systems

0 495 990 Feet

N W E S

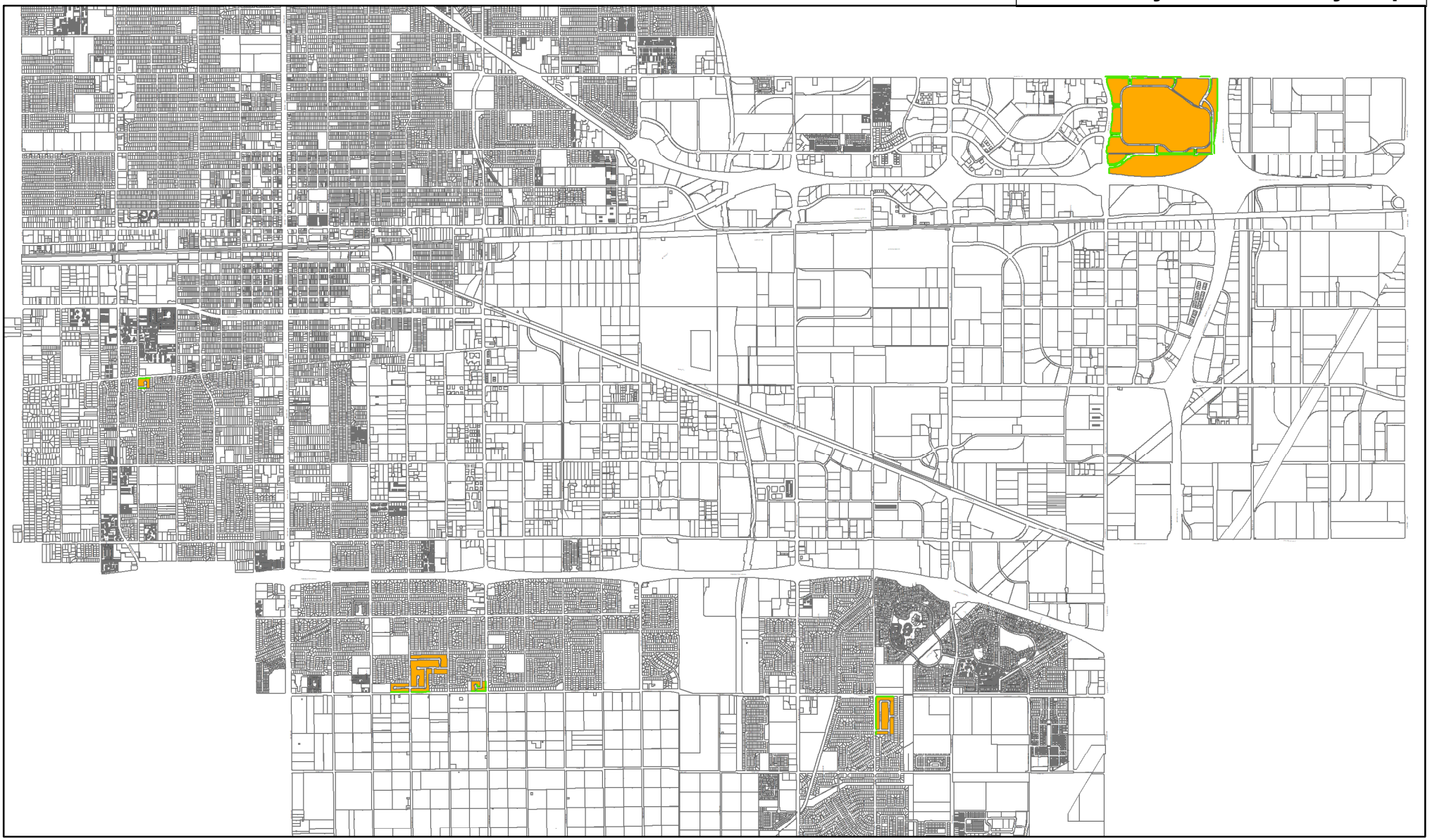
Legend Map 5 of 5

- Areas Maintained
- Boundary of Zone 2000-1
- Boundary of Zone 2000-2

Note:
Reference is hereby made to the Maps of the Assessor of the County of San Bernardino, California, for detailed descriptions of the lines and dimensions of the parcels shown hereon.

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Ontario Parkway Maintenance Assessment District No. 4
Boundary and Inventory Map



4/29/2022

City of Ontario Geographic Information Systems

0 4,400 8,800 Feet

N W E S

Map 1 of 5

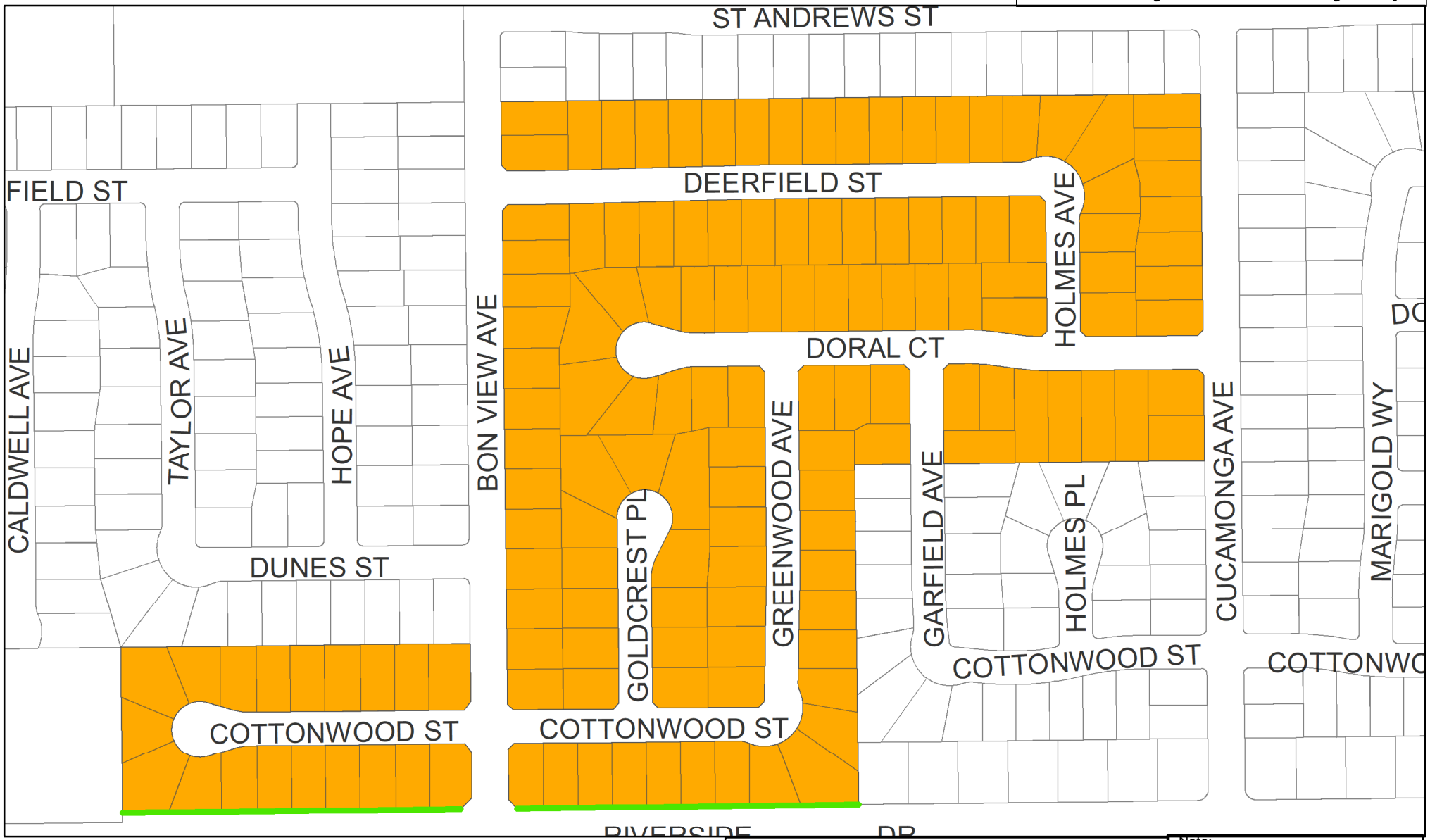
Legend

- Areas Maintained
- MA - # Boundary and Maintenance Area #

Note:
Reference is hereby made to the Maps of the Assessor of the County of San Bernardino, California, for detailed descriptions of the lines and dimensions of the parcels shown hereon.

Ontario Parkway Maintenance Assessment District No. 4

Boundary and Inventory Map



4/29/2022

City of Ontario Geographic Information Systems

0 237.5 475 Feet

N W E S

Legend

Areas Maintained

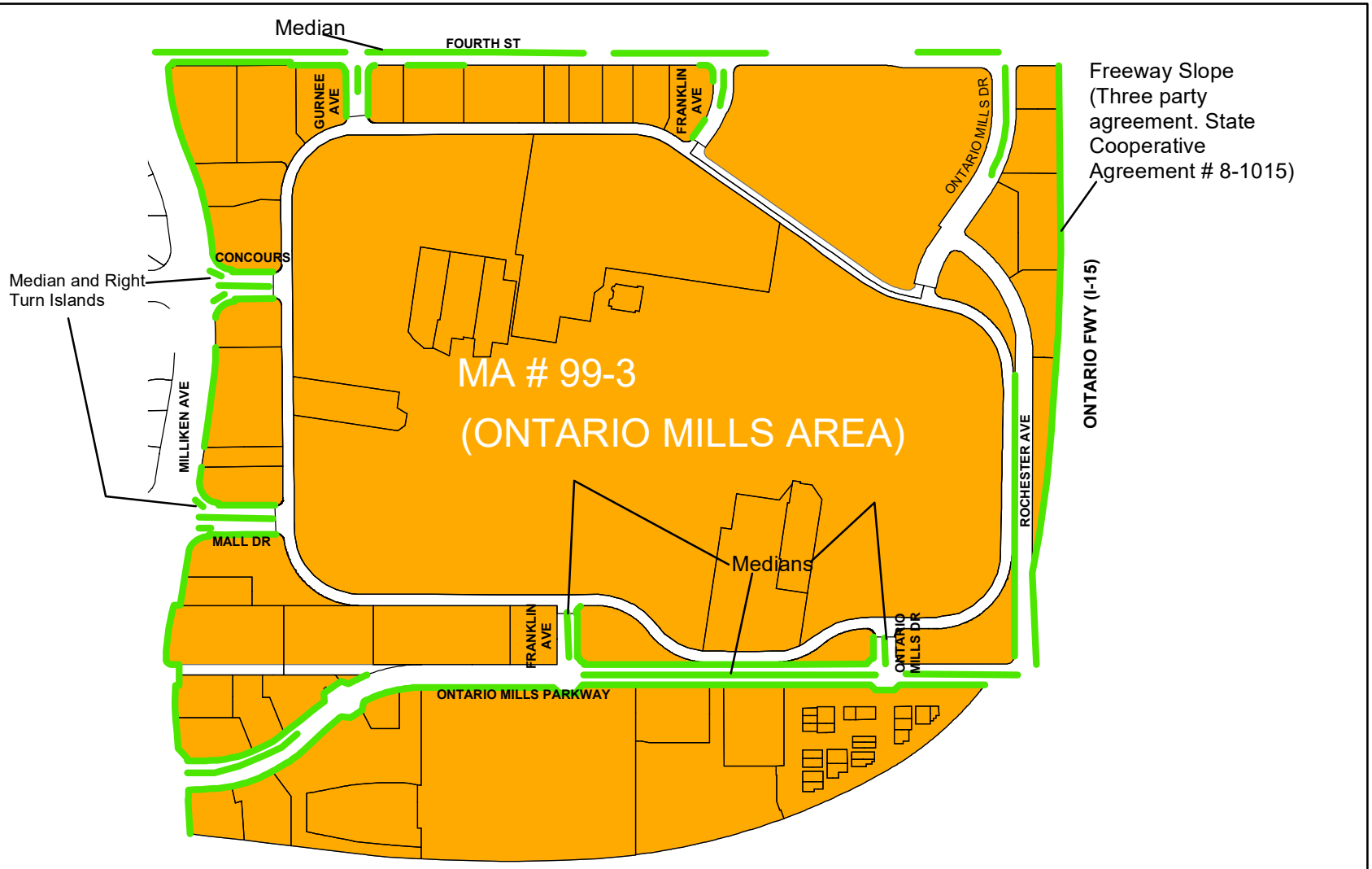
MA - # Boundary and Maintenance Area #

Map 1 of 5

Note:
Reference is hereby made to the Maps of the Assessor of the County of San Bernardino, California, for detailed descriptions of the lines and dimensions of the parcels shown hereon.

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Ontario Parkway Maintenance Assessment District No. 4
Boundary and Inventory Map



4/29/2022

City of Ontario Geographic Information Systems

0 500 1,000 Feet

N W E S

Legend
- Areas Maintained
- MA - # Boundary and Maintenance Area #

Map 2 of 5

Note:
Reference is hereby made to the Maps of the Assessor of the County of San Bernardino, California, for detailed descriptions of the lines and dimensions of the parcels shown hereon.

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Ontario Parkway Maintenance Assessment District No. 4
Boundary and Inventory Map



4/29/2022

City of Ontario Geographic Information Systems

0 200 400 Feet

N W E S

Map 3 of 5

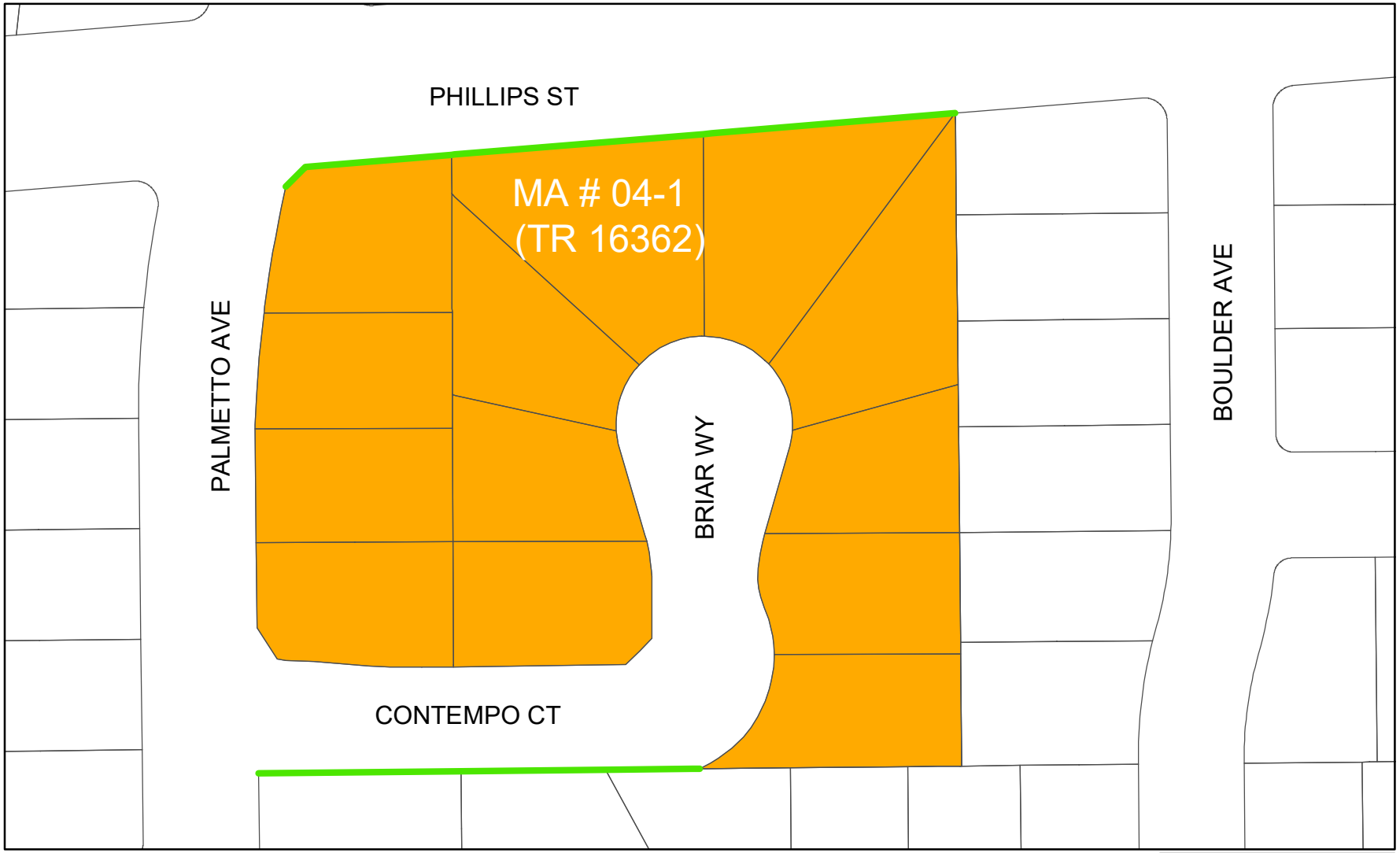
Legend

- Areas Maintained
- MA - # Boundary and Maintenance Area #

Note:
Reference is hereby made to the Maps of the Assessor of the County of San Bernardino, California, for detailed descriptions of the lines and dimensions of the parcels shown hereon.

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Ontario Parkway Maintenance Assessment District No. 4
Boundary and Inventory Map



4/29/2022

City of Ontario Geographic Information Systems

0 45 90 Feet

N W E S

Map 4 of 5

Legend

- Areas Maintained
- MA - # Boundary and Maintenance Area #

Note:
Reference is hereby made to the Maps of the Assessor of the County of San Bernardino, California, for detailed descriptions of the lines and dimensions of the parcels shown hereon.

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Ontario Parkway Maintenance Assessment District No. 4
Boundary and Inventory Map



4/29/2022

City of Ontario Geographic Information Systems

0 100 200 Feet

N W E S

Map 5 of 5

Legend

- Areas Maintained
- MA - # Boundary and Maintenance Area #

Note:
Reference is hereby made to the Maps of the Assessor of the County of San Bernardino, California, for detailed descriptions of the lines and dimensions of the parcels shown hereon.

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING THE ASSESSMENT ENGINEER'S REPORTS FOR THE ANNUAL LEVY OF ASSESSMENTS WITHIN ONTARIO PARKWAY MAINTENANCE ASSESSMENT DISTRICTS NO. 1, 2, 3 AND 4 FOR FISCAL YEAR 2022-23.

WHEREAS, the City Council of the City of Ontario, California, pursuant to the provisions of Division 15, Part 2, of the Streets and Highways Code of the State of California (the "1972 Act"), Article XIIID of the Constitution of the State of California ("Article XIIID"), and the Proposition 218 Omnibus Implementation Act (Government Code Section 53750 and following) (the "Implementation Act") (the 1972 Act, Article XIIID and the Implementation Act are referred to collectively as the "Assessment Law"), did, by previous Resolution, order the preparation of the Assessment Engineer's Reports for the annual levy of assessments for the referenced Fiscal Year in the maintenance assessment districts known and designated as

CITY OF ONTARIO
PARKWAY MAINTENANCE ASSESSMENT DISTRICTS NO. 1, 2, 3 AND 4
(the "Districts"); and

WHEREAS, there has now been presented to this City Council the Assessment Engineer's Reports as required by the Assessment Law and as previously directed by Resolution; and

WHEREAS, this City Council has now examined and reviewed the Assessment Engineer's Reports as presented, and is satisfied with each and all of the items and documents as set forth therein, and is satisfied that the assessments on a preliminary basis, have been spread in accordance with the special benefits received from the improvements to be maintained, as set forth in said Assessment Engineer's Reports.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

SECTION 1. That the above recitals are all true and correct.

SECTION 2. That the Assessment Engineer's Reports as presented, consisting of the following:

A. Plans and specifications describing the general nature, location, and extent of the improvements to be maintained and the extent of such maintenance;

B. An estimate of the cost of the maintenance of the improvements for the Districts for the referenced fiscal year;

C. A diagram for each District, showing the area and properties proposed to be assessed; and

D. An annual assessment for the referenced Fiscal Year of the estimated costs of the maintenance of those improvements to be maintained during such Fiscal Year, assessing the net amount upon all assessable lots and/or parcels within the Districts in proportion to the special benefits received;

are hereby approved on a preliminary basis and are ordered to be filed in the Records Management Department as a permanent record and to remain open to public inspection.

SECTION 3. That the City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation of the Assessment Engineer's Reports.

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 June 2022.

_____
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. 2022- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held June 21, 2022 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. 2022- duly passed and adopted by the Ontario City Council at their regular meeting held June 21, 2022.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DECLARING ITS INTENTION TO PROVIDE FOR AN ANNUAL LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2022-23 IN ONTARIO PARKWAY MAINTENANCE ASSESSMENT DISTRICTS NO. 1, 2 AND 3, PURSUANT TO THE PROVISIONS OF DIVISION 15, PART 2, OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA, AND SETTING A TIME AND PLACE FOR A PUBLIC HEARING THEREON.

WHEREAS, the City Council of the City of Ontario, California, has previously formed landscaping maintenance assessment districts pursuant to the terms and provisions of the "Landscaping and Lighting Act of 1972," being Division 15, Part 2, of the Streets and Highways Code of the State of California, in what is known and designated as

CITY OF ONTARIO
PARKWAY MAINTENANCE ASSESSMENT DISTRICTS NO. 1, 2 AND 3

(hereinafter referred to as the Districts); and

WHEREAS, at this time, this City Council desires to conduct proceedings to provide for the annual levy of assessments for the ensuing fiscal year, to provide for the costs and expenses necessary for continual maintenance of improvements within said Districts; and

WHEREAS, at this time, there has been presented and approved by this City Council, the Engineer's Reports as required by law, and this City Council desires to conduct the proceedings for said annual levy.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

SECTION 1. That the above recitals are all true and correct.

SECTION 2. That the public interest and convenience requires, and it is the intention of this City Council, to undertake proceedings for the annual levy and collection of special assessments for the continual maintenance of certain improvements, all to service and benefit said Districts as said area is shown and delineated on the maps as previously approved by this City Council and on file in the Records Management Department, open to public inspection, and herein so referenced and made a part hereof, and proposed changes thereto are set forth in the Engineer’s Reports, incorporated herein as a part hereof.

REPORT

SECTION 3. That the Engineer's Reports regarding the annual levy for said Districts, which Reports are for maintenance for said fiscal year, are hereby approved and are directed to be filed in the Records Management Department.

ASSESSMENT

SECTION 4. That the public interest and convenience requires, and it is the intention of this City Council to order the annual assessment levy for the Districts as set forth and described in said Engineer's Reports, and further it is determined to be in the best public interest and convenience to levy and collect annual assessments to pay the costs and expenses of said maintenance and improvement as estimated in said Reports.

DESCRIPTION OF MAINTENANCE

SECTION 5. The assessments levied and collected shall be for the maintenance of certain parkway landscaping and appurtenant improvements, as set forth in the Engineer's Reports, referenced and so incorporated herein.

COUNTY AUDITOR

SECTION 6. The County Auditor shall enter on the County Assessment Roll the amount of the assessments, and the County Tax Collector shall collect said assessments at the time and in the same manner as County taxes are collected. After collection by the County, the net amount of the assessments, after the deduction of any compensation due to the County for collection, shall be paid to the Treasurer for purposes of paying for the costs and expenses of said Districts.

SPECIAL FUND

SECTION 7. That all monies collected shall be deposited in a special fund. Payment shall be made out of said fund only for the purpose provided for in this Resolution, and in order to expedite the making of this maintenance and improvement, the City Council may transfer into said fund as it may deem necessary to expedite the proceedings. Any such transfer shall be repaid out of the proceeds of the assessments provided for in this Resolution.

BOUNDARIES OF DISTRICTS

SECTION 8. Said contemplated maintenance work is in the opinion of this City Council, of direct benefit to the properties within the boundaries of the Districts, and this City Council makes the costs and expenses of said maintenance chargeable upon the Districts, which Districts said City Council hereby declares to be the Districts benefited by said improvement and maintenance, and to be further assessed to pay the costs and expenses thereof. Said Districts shall include each and every parcel of land within the boundaries of said Districts, as said Districts are shown on the maps as approved by this City Council and on file in the Records Management Department.

PUBLIC PROPERTY

SECTION 9. Any lots or parcels of land known as public property, as the same are defined in Section 22663 of Division 15, Part 2, of the Streets and Highways Code of the State of California, which are included within the boundaries of the Districts, shall be omitted and exempt from any assessment to be made under these proceedings to cover any of the costs and expenses of said improvement and maintenance work.

PUBLIC HEARING

SECTION 10. NOTICE IS HEREBY GIVEN THAT A PUBLIC HEARING WILL BE HELD THE 19th DAY OF JULY, 2022, AT THE HOUR OF 6:30 O'CLOCK P.M., IN THE REGULAR MEETING OF THE CITY COUNCIL, BEING IN THE COUNCIL CHAMBERS, WHICH IS THE TIME AND PLACE FIXED BY THIS CITY COUNCIL FOR THE HEARING OF PROTESTS OR OBJECTIONS IN REFERENCE TO THE ANNUAL LEVY OF ASSESSMENTS, TO THE EXTENT OF THE MAINTENANCE, BY PROPERTY OWNERS AFFECTED HEREBY AND ANY OTHER MATTERS CONTAINED IN THIS RESOLUTION; PROVIDED, THAT, IN THE EVENT THE JULY 19, 2022 CITY COUNCIL MEETING IS HELD VIA TELECONFERENCE AND/OR VIDEO CONFERENCE ONLY, THE MEANS BY WHICH THE PUBLIC MAY OBSERVE SUCH PUBLIC HEARING AND OFFER PUBLIC COMMENT SHALL BE PRESCRIBED IN THE NOTICE AND AGENDA FOR SUCH CITY COUNCIL MEETING. ANY PERSONS WHO WISH TO OBJECT TO THE PROCEEDINGS FOR THE ANNUAL LEVY SHOULD FILE A WRITTEN PROTEST WITH THE CITY CLERK PRIOR TO THE TIME SET AND SCHEDULED FOR SAID PUBLIC HEARING.

NOTICE

SECTION 11. That the City Clerk is hereby authorized and directed to publish, pursuant to Government Code Section 6061, a copy of this Resolution in the INLAND VALLEY DAILY BULLETIN, a newspaper of general circulation within said City, said publication shall be made one time and not less than ten (10) days before the date set for the Public Hearing.

SECTION 12. That this Resolution shall take effect immediately upon its adoption.

SECTION 13. For any and all information relating to the proceedings, protest procedure, any documentation and/or information of a procedural or technical nature, your attention is directed to the below listed person at the local agency or department so designated:

Cecilia House
City of Ontario
303 East “B” Street
Ontario, California 91764
(909) 395-2088

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 June 2022

_____
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. 2022- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held June 21, 2022, 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. 2022- duly passed and adopted by the Ontario City Council at their regular meeting held June 21, 2022.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DECLARING ITS INTENTION TO PROVIDE FOR AN ANNUAL LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2022-23 IN ONTARIO PARKWAY MAINTENANCE ASSESSMENT DISTRICT NO. 4, PURSUANT TO THE PROVISIONS OF DIVISION 15, PART 2, OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA, AND SETTING A TIME AND PLACE FOR A PUBLIC HEARING THEREON.

WHEREAS, the City Council of the City of Ontario, California, has previously formed a landscaping maintenance assessment district, and authorized the levy of assessments therein pursuant to the terms and provisions of the "Landscaping and Lighting Act of 1972," being Division 15, Part 2, of the Streets and Highways Code of the State of California (the "1972 Act"), Article XIIID of the Constitution of the State of California ("Article XIIID"), and the Proposition 218 Omnibus Implementation Act (Government Code Section 53750 and following) (the "Implementation Act") (the 1972 Act, Article XIIID and the Implementation Act are referred to collectively as the "Assessment Law") in what is known and designated as

CITY OF ONTARIO
PARKWAY MAINTENANCE ASSESSMENT DISTRICT NO. 4

(the "District"); and

WHEREAS, the City Council previously undertook proceedings as required by the Assessment Law to consider the approval of the levy of (a) maximum annual assessments to finance the estimated costs of the maintenance of all of the improvements to ultimately be maintained upon the completion and acceptance thereof for maintenance, assessing the net amount upon all assessable lots and/or parcels within the District in proportion to the special benefits received; together with a formula pursuant to which such maximum assessment may be adjusted annually for inflation, and (b) an initial annual assessment of the estimated costs of the maintenance of those improvements to be maintained during such Fiscal Year, assessing the net amount upon all assessable lots and/or parcels within the District in proportion to the special benefits received; and

WHEREAS, upon the conclusion of the public hearing related to the proposed levy of the maximum annual assessments referred to in the preceding recital, the assessment ballots submitted in favor of the maximum annual assessments and the assessment ballots received in opposition to the levy of the maximum annual assessments were tabulated with assessment ballots weighted according to the proportional financial obligation of the affected properties; and

WHEREAS, as a result of the tabulation of the assessment ballots submitted, it was determined that the assessment ballots submitted, and not withdrawn, in favor of the proposed maximum annual assessment exceeded the assessment ballots submitted, and not withdrawn, in opposition to the levy of the maximum annual assessment; and

WHEREAS, this City Council has initiated proceedings to provide for the annual levy of assessments for the referenced Fiscal Year, to finance the costs and expenses necessary for continual maintenance of improvements within said District; and

WHEREAS, at this time, there has been presented and approved by this City Council, the Assessment Engineer's Report as required by the Assessment Law, and this City Council desires to conduct the proceedings to authorize said annual levy; and

WHEREAS, the proposed annual assessments for the referenced Fiscal Year as set forth in the Assessment Engineer's Report do not exceed the maximum annual assessments as previously authorized to be levied and, therefore, the proposed levy of assessments for the referenced Fiscal Year are not deemed to be "increased" over the maximum annual assessments.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

RECITALS

SECTION 1. That the above recitals are all true and correct.

IMPROVEMENTS AND MAINTENANCE

SECTION 2. That the public interest and convenience requires, and it is the intention of this City Council, to undertake proceedings for the annual levy and collection of special assessments for the continual maintenance of the improvements described below, all to service and specially benefit the properties within said District as said area is shown and delineated on a map as previously approved by this City Council and on file in the Records Management Department, open to public inspection, and herein so referenced and made a part hereof.

The improvements to be maintained include the landscaping, planting, shrubbery, trees, irrigation systems, hardscapes, fixtures, sidewalks within designated medians, parkways, other public rights-of-way and dedicated easements specially benefiting the properties within the District.

The maintenance of such landscaping shall include the furnishing of services and materials for the ordinary and usual maintenance and servicing of the improvements, including:

(a) Repair, removal, or replacement of all or any part of any improvement;

(b) Providing for the life, growth, health, and beauty of the improvements, including cultivation, irrigation, trimming, spraying, fertilizing, and/or treating for disease and injury; and

(c) The removal of trimmings, rubbish, and debris.

The annual assessment for the referenced Fiscal Year shall be levied only for those improvements completed or projected to be completed and accepted by this City Council for maintenance prior to or during said Fiscal Year.

ASSESSMENT ENGINEER'S REPORT

SECTION 3. That the Assessment Engineer's Report regarding the annual levy for said District, which Report is for maintenance for the said Fiscal Year, is hereby approved and is directed to be filed in the Records Management Department. Reference is made to such Report for a full and detailed description of the improvements to be maintained, the boundaries of the District and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the District.

ASSESSMENT

SECTION 4. That the public interest and convenience requires, and it is the intention of this City Council to order the annual assessment levy for the District as set forth and described in said Assessment Engineer's Report, and further it is determined to be in the best public interest and convenience to levy and collect annual assessments to pay the costs and expenses of said maintenance and improvement as estimated in the Assessment Engineer's Report.

BOUNDARIES OF DISTRICT

SECTION 5. Said contemplated maintenance work is in the opinion of this City Council, of direct benefit to the properties within the boundaries of the District, and this City Council makes the costs and expenses of said maintenance chargeable upon a District, which District said City Council hereby declares to be the District benefited by said improvement and maintenance, and to be further assessed to pay the costs and expenses thereof. Said District shall include each and every parcel of land within the boundaries of said District, as said District is shown on a map as approved by this City Council and on file in the Records Management Department, and so designated by the name of the District.

PUBLIC HEARING

SECTION 6. NOTICE IS HEREBY GIVEN THAT A PUBLIC HEARING WILL BE HELD THE 19th DAY OF JULY, 2022, AT THE HOUR OF 6:30 O'CLOCK P.M., IN THE REGULAR MEETING OF THE CITY COUNCIL, BEING IN THE COUNCIL CHAMBERS, WHICH IS THE TIME AND PLACE FIXED BY THIS CITY COUNCIL FOR THE HEARING OF PROTESTS OR OBJECTIONS IN REFERENCE TO THE ANNUAL LEVY OF ASSESSMENTS, TO THE EXTENT OF THE MAINTENANCE, BY ANY INTERESTED PERSON AND ANY OTHER MATTERS CONTAINED IN THIS RESOLUTION; PROVIDED, THAT, IN THE EVENT THE JULY 19, 2022 CITY COUNCIL MEETING IS HELD VIA TELECONFERENCE AND/OR VIDEO CONFERENCE ONLY, THE MEANS BY WHICH THE PUBLIC MAY OBSERVE SUCH PUBLIC HEARING AND OFFER PUBLIC COMMENT SHALL BE PRESCRIBED IN THE NOTICE AND AGENDA FOR SUCH CITY COUNCIL MEETING. ANY PERSONS WHO WISH TO OBJECT TO THE PROCEEDINGS FOR THE ANNUAL LEVY SHOULD FILE A WRITTEN PROTEST WITH THE CITY CLERK PRIOR TO THE TIME SET AND SCHEDULED FOR SAID PUBLIC HEARING.

NOTICE

SECTION 7. That the City Clerk is hereby authorized and directed to publish, pursuant to Government Code Section 6061, a copy of this Resolution in the INLAND VALLEY DAILY BULLETIN, a newspaper of general circulation within said City, said publication shall be made one time and not less than ten (10) days before the date set for the Public Hearing.

EFFECTIVE DATE OF RESOLUTION

SECTION 8. That this Resolution shall take effect immediately upon its adoption.

PROCEEDING INQUIRIES

SECTION 9. For any and all information relating to the proceedings, protest procedure, any documentation and/or information of a procedural or technical nature, your attention is directed to the below listed person at the local agency or department so designated:

Cecilia House
City of Ontario
303 East “B” Street
Ontario, California 91764
(909) 395-2088

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 June 2022.

_____
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. 2022- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held June 21, 2022 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. 2022- duly passed and adopted by the Ontario City Council at their regular meeting held June 21, 2022.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

CITY OF ONTARIO *Agenda Report* **June 21, 2022**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Daniel P Beers Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Bonnie Tam Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 11

SUBJECT: **AN AMENDMENT TO THE INFORMATION TECHNOLOGY CONTRACT FOR THE SECURITY CAMERAS, ACCESS CONTROL, PAGING/DURESS INSTALLATION, REPAIR AND MAINTENANCE AGREEMENT**

RECOMMENDATION: That the City Council authorize the City Manager to execute Amendment (Change Order) No. 3 in the amount of $31,500 (on file with the Records Management Department) to the existing Information Technology Contract for Security Camera, Access Control, Paging/Duress Installation, Repair and Maintenance Services with American Threat Assessment Consulting, Inc. of Rancho Cucamonga, California, for Fiscal Year 2022-23.

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

FISCAL IMPACT: The recommended Amendment increases the authorized contract amount by $31,500 for Fiscal Year 2022-23 for security cameras, access control, paging/duress installation, repair and maintenance. The recommended Amendment would bring the total not-to-exceed contract amount to $130,500 for Fiscal Year 2022-23. The Fiscal Year 2022-23 Adopted Budget includes appropriations in the Mobile Sources Air Fund to complete these projects.

BACKGROUND & ANALYSIS: On October 6, 2020, the City Council awarded McCarthy Building Companies, Inc. the Design Build Contract No. D&C20-001 for construction of the C Block Parking Structure. Major construction was recently completed and security camera installation is now required. Working with the Information Technology Agency and Police Department, a security camera package was chosen for the C Block Parking Structure. Staff requests City Council authority to execute Amendment No. 3 in the amount of $31,500 to the Information Technology Contract with American Threat Assessment Consulting, Inc. for the installation of the security cameras for the C Block Parking Structure. The security camera system will provide a live feed of the interior and exterior of the C Block Parking Structure.

CITY OF ONTARIO *Agenda Report* **June 21, 2022**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Daniel P Beers Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Bonnie Tam Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 12

SUBJECT: AN AMENDMENT TO THE ARCHITECTURAL DESIGN SERVICES AGREEMENT FOR THE NEW CARLSON EXHIBIT AND THE NEW ART STORAGE FACILITY

RECOMMENDATION: That the City Council authorize the City Manager to execute Amendment (Change Order) No. 1 in the amount of $29,000 (on file with the Records Management Department) to the existing Architectural Design Services Agreement for the Architectural Design Services for the New Carlson Exhibit and the New Art Storage Facility with Architectural Resources Group, Inc. of San Francisco, California, for Fiscal Year 2022-23.

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

FISCAL IMPACT: The recommended Amendment increases the authorized contract amount by $29,000 for Fiscal Year 2022-23 for the architectural design services for the new Carlson Exhibit and the new Art Storage Facility. The recommended Amendment would bring the total not-to-exceed contract amount to $118,805 for Fiscal Year 2022-23. The Fiscal Year 2022-23 Adopted Budget includes appropriations in the Capital Projects Fund to complete this scope of work.

BACKGROUND & ANALYSIS: On July 2, 2020, the City awarded an Architectural Design Services Agreement with Architectural Resources Group, Inc. for an amount not to exceed $89,805. The proposed Amendment No. 1, with Architectural Resources Group, Inc. is required to provide additional design services, including structural remediation discovered during demolition.

Staff recommends approval of the Amendment, in the amount of $29,000, to complete this additional work at the Carlson Exhibit located at the Ontario Museum of History and Art, and the City's Art storage facility.

CITY OF ONTARIO *Agenda Report* **June 21, 2022**	**SECTION:** **CONSENT CALENDAR**
Department: Utilities Prepared By: Omar Gonzalez Staff Member Presenting: Scott Burton, Utilities General Manager Reviewed By: Dennice Raygoza, Albert G Gastelum, Michael Sigsbee Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 13

SUBJECT: AN AMENDMENT TO THE GOODS AND SERVICES AGREEMENT FOR THE ONTARIO MUNICIPAL SERVICES CENTER MODULAR PURCHASE

RECOMMENDATION: That the City Council authorize the City Manager or his designee to execute Amendment No. 1 to the Goods and Services Agreement (on file in the Records Management Department) with Williams Scotsman Inc. of Baltimore, Maryland, in the amount of $82,553, increasing the not-to-exceed amount from $825,555 to $908,108 for additional installation services at the Ontario Municipal Services Center Modular and to extend the Agreement for an additional 12 months.

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 Fiscal Year 2021-22 Adopted Capital Improvement Program includes appropriations from the Integrated Waste Fund, Sewer Capital Fund, and Water Capital Fund for the additional installation services and applicable sales tax in the amount of $82,553 for the OMSC modular purchase. The proposed Amendment will increase the current total not-to-exceed authorization from $825,555 to $908,108. There is no impact to the General Fund.

BACKGROUND & ANALYSIS: The OMSC building located at 1425 S. Bon View Ave. houses the Ontario Municipal Utilities Company (OMUC) and Public Works Agencies. Over the past several years, staffing positions have been filled to support the City's growing operational functions. Previous efforts to accommodate space needs included the relocation of Public Works administration staff to 1333 S. Bon View Ave. (Customer Services Center building) and remodeling existing space to add more cubicle workstations.

On May 18, 2021, Council authorized the purchase of two new modular buildings for OMSC to provide additional office workspace and training facilities. This purchase was completed through Ontario Municipal Code, Section 2-6.29, which allows for the purchase of supplies and equipment through cooperative purchasing programs pursuant to Cal. Govt. Code § 6502 and Ontario

Resolution No. 91-141, also known as “piggybacking”. In piggybacking through the OMNIA Partners cooperative agreement, Williams Scotsman Inc. was selected as the lowest cost Modular Building Manufacturer that met the configuration needs of OMUC.

In January 2022, Williams Scotsman Inc. substantially completed the installation of the two new modular buildings. The first building is a replacement of the modular OMSC Training Center which was used by all departments operating at OMSC. The old building was past its useful life and suffered from numerous issues that made it difficult to maintain. The second building is a new building located in the parking lot at 1333 S. Bon View Ave. This building provides additional office space for up to 23 staff members, as well as a conference room that can accommodate up to 16 people.

During the installation of the modular buildings, there were several installation changes that required additional services including; trailer repositioning, Americans with Disabilities (ADA) slope and ramp adjustments, and siding that needed to be completed after permitting. These changes were necessary to ensure adequate installation and accessibility requirements for occupancy and permitting approval. Staff recommends this proposed Amendment to compensate William Scotsman Inc. for these additional services and applicable sales tax associated with the purchase of the modular buildings. This Amendment will also extend the term of the agreement through December 31, 2022 to complete the necessary changes.

CITY OF ONTARIO *Agenda Report* **June 21, 2022**	**SECTION:** **CONSENT CALENDAR**
Department: Utilities Prepared By: Courtney Jones Staff Member Presenting: Scott Burton, Utilities General Manager Reviewed By: Dennice Raygoza, Albert G Gastelum, Michael Sigsbee Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 14

SUBJECT: AN AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR LEGAL AND TECHNICAL SERVICES PERTAINING TO WATER AND WASTEWATER MATTERS

RECOMMENDATION: That the City Council approve and authorize the City Manager or his designee to execute Amendment No. 4 to the Professional Services Agreement (on file in the Records Management Department) with Nossaman LLP of Los Angeles, California, in the not-to-exceed amount of $400,000 for legal and technical services with respect to matters relating to sewer disposal, water supply and water rights, and extending the term of the Agreement for Fiscal Year 2022-23.

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 Fiscal Year 2022-23 Adopted Budget includes appropriations from the Water and Sewer Operating Funds for these services.

In July of 2019, City Council approved the original Agreement with Nossaman LLP for legal and technical services. The original term was from July of 2019 to June of 2020, with the option to extend the Agreement for up to four (4) successive one-year periods.

The proposed Amendment No. 4, being the third one-year extension, will increase the current total not-to-exceed authorization by $400,000, from $1,200,000 to $1,600,000. Actual expenditures will be based on work completed at established billing rates included in agreement as "Attachment A". There is no fiscal impact to the General Fund.

BACKGROUND & ANALYSIS: The City has historically used Nossaman LLP for legal and technical representation regarding sewer disposal, water supply and water rights matters. There are several critical multi-year efforts in process as well as emerging regional topics planned over the next several years. The proposed Amendment will ensure service continuity in dealing with these and

other water and sewer related matters critical to preserving and managing Ontario's utility resources and services to the community.

One of the multi-year efforts in process is the ongoing motion by the Chino Basin Watermaster Appropriative Pool, of which the City of Ontario is a member, regarding the Appropriative Pool's payment of Agricultural Pool Legal and Other Expenses. A second multi-year effort includes a management plan to address groundwater storage issues within the Chino Basin.

The City has an ongoing effort related to wastewater treatment and water reclamation services. The member agencies of the Inland Empire Utilities Agency (IEUA), including the City of Ontario, executed a Regional Sewer Service Contract with IEUA nearly 50 years ago, which expires in 2022. Among other things, the Agreement established the terms for wastewater treatment, recycled water rights and related costs for these services. The member agencies and IEUA are currently engaged in negotiation of a new, updated Contract to take effect when the current Contract expires. The negotiations address current issues to reflect the needs of IEUA and the member agencies in order to provide reliable and cost-effective services to the public. Continuity of legal and technical services is critical in bringing these, and other water/wastewater matters, to a conclusion.

CITY OF ONTARIO *Agenda Report* **June 21, 2022**	**SECTION:** **CONSENT CALENDAR**
Department: Utilities Prepared By: Courtney Jones Staff Member Presenting: Scott Burton, Utilities General Manager Reviewed By: Dennice Raygoza, Albert G Gastelum, Michael Sigsbee Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 15

SUBJECT: A PROFESSIONAL SERVICES AGREEMENT FOR THE SOUTH ARCHIBALD ALTERNATIVE WATER SUPPLY PROGRAM

RECOMMENDATION: That the City Council approve and authorize the City Manager or his designee to execute a Professional Services Agreement (on file in the Records Management Department) with EEC Environmental of Orange, California, to provide operations and maintenance services for the South Archibald Alternative Water Supply Program for a total not-to-exceed amount of $3,776,000, with an initial term of three years (FY 2022-23 - $673,000, FY 2023-24 - $716,500, and FY 2024-25 - $765,000), and authorize the option to extend the Agreement for up two consecutive one-year periods (FY 2025-26 - $796,500, and FY 2026-27 - $825,000).

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

FISCAL IMPACT: The Fiscal Year 2022-23 Adopted Budget includes appropriation from the Water and Sewer Operational Funds for the South Archibald Alternative Water Supply Program.

The recommended contract amount is for a total not-to-exceed amount of $3,776,000. The initial term of the Agreement will be from July 1, 2022 to June 30, 2025. At the City's discretion, up to two additional one-year extensions may be executed. Pricing for each year of the Agreement has been negotiated and established as part of the project bid and proposal. Consultants have agreed to fixed billing rates and will be compensated for on-call, as needed services performed at the billing rates set forth in the Agreement. The total compensation for this Agreement will be commensurate with City Council approved budgets.

Under a cost sharing agreement with the City of Upland, 16.7% of the costs will be reimbursed from Upland annually. There is no fiscal impact to the General Fund.

BACKGROUND & ANALYSIS: Since the late 1980's the Santa Ana Regional Water Quality Control Board (RWQCB) has been overseeing the investigation of the South Archibald TCE Plume which is generally located south of the 60 Freeway, east of Grove Avenue, west of Turner Avenue, and north of the southerly City boundary. In 2005, the RWQCB issued draft Cleanup and Abatement Orders (CAO) to Aerojet-Rocketdyne Inc., The Boeing Company, General Electric Company, Lockheed Martin Corporation, and the United States of America, Department of Defense (collectively referred to as the Companies) based on previous practices at the Ontario International Airport. In response to the draft CAO, the Companies began an investigation into the sources of the plume, including groundwater sampling, and began an alternative water supply program for residences whose private wells were impacted by the plume. In 2012, the RWQCB issued a separate draft CAO to the Cities of Ontario and Upland, and the Inland Empire Utilities Agency (IEUA) based on each agency's current and previous ownership of sewage treatment known as Regional Plant No. 1 (RP-1) located at the 60 Freeway and the Cucamonga Channel. The RWQCB has alleged that the RP-1 is a potential source of the plume due to historical wastewater disposal areas adjacent to RP-1. In response to the second draft CAO, Ontario, Upland, and IEUA completed a Feasibility Study and Remedial Action Plan for mitigating the effects of the plume.

As a result of these efforts a mediated process to allocate responsibility to all parties, the RWQCB issued a Stipulated Settlement and Cleanup and Abatement Order (Stipulated CAO) in September 2016. Under the Stipulated CAO, Ontario and Upland are responsible for continued implementation of the alternative water supply program and ongoing groundwater monitoring of the plume. The alternative water supply program involves the operation, maintenance, and weekly delivery of potable water to tank systems serving 30 consenting residences whose private wells have been impacted by the plume. Additionally, the water supply program includes the delivery of bottled water to eligible residences (currently 7) who have elected to received bottled water in-lieu of a tank system. The groundwater monitoring program includes annual sampling of up to 75 private well locations.

EEC Environmental has been conducting groundwater monitoring in addition to operating and maintaining the alternative water supply program since 2007. The alternative water supply program includes the operation and maintenance of the tank systems; these systems include the tank, pumps and on-site piping to delivery water to the affected homes and buildings where potable water is consumed. The tank systems and related piping include disconnection and separation from the private well piping.

On April 4, 2022, one proposal was received for Bid No. 1512 from EEC Environmental of Orange, California. Staff recommends EEC Environmental to continue providing such services based on their proposal, unique knowledge and successful implementation of the program, and in order to maintain continuity and efficiency in servicing the affected residents.

CITY OF ONTARIO *Agenda Report* **June 21, 2022**	**SECTION:** **CONSENT CALENDAR**
Department: Utilities Prepared By: Michael Birmelin Staff Member Presenting: Scott Burton, Utilities General Manager Reviewed By: Dennice Raygoza, Albert G Gastelum, Albert G Gastelum Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 16

SUBJECT: A PROFESSIONAL SERVICES AGREEMENT FOR SAMPLING AND ANALYTICAL SERVICES

RECOMMENDATION: That the City Council approve and authorize the City Manager or his designee to execute a Professional Services Agreement (on file in the Records Management Department) with Babcock Laboratories, Inc., of Riverside, California, for industrial user sampling and wastewater analytical laboratories services for a total not-to-exceed amount of $397,090, with an initial term of three years (FY 2022-23 to FY 2024-25 - $78,000 per FY), and authorize the option to extend the Agreement for up to two consecutive one-year periods with up to 3% increases (FY 2025-26 - $80,340, and FY 2026-27 - $82,750).

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

FISCAL IMPACT: The Fiscal Year 2022-2023 Adopted Budget includes appropriations from the Sewer Operating Fund for industrial user sampling and wastewater analytical laboratories services.

The recommended Agreement amount is for a total not-to-exceed amount of $397,090. The initial term of the Agreement will be from July 1, 2022, to June 30, 2025. At the City's discretion, up to two additional one-year extensions may be executed. Pricing for the first three years of the Agreement has been negotiated and established as part of the project bid and proposal. Pricing for any extension years would be negotiated but would not increase more than 3% annually. Consultants have agreed to fixed billing rates and will be compensated for on-call, as needed services performed at the billing rates set forth in the Agreement. The total compensation for this Agreement will be commensurate with City Council approved budgets. There is no fiscal impact to the General Fund.

BACKGROUND & ANALYSIS: The City's pretreatment program currently permits industrial users to discharge wastewater into the City's sewerage system. Samples from Significant Industrial User (SIU) permitted facilities are collected quarterly or more frequently and tested for a wide range of parameters. These facilities are monitored for wastewater effluent quality to ensure their compliance with all federal, State, and local requirements, including: the United States Environmental Protection Agency, the Regional Water Quality Control Board, and the Inland Empire Utilities Agency (IEUA) regional sewage service contract.

To facilitate the workload associated with the monitoring, Staff solicited services for a full-service laboratory that provides sampling and analysis services and specializing in the analysis of drinking water, wastewater, soils and hazardous materials.

On April 7, 2022, one proposal was received for Bid No. 1516 from Babcock Laboratories, Inc., of Riverside, California. Staff recommends Babcock Laboratories Inc., to provide industrial user sampling and wastewater analysis services based on their proposal, expertise, ability to perform the work in a timely manner, and successful past performance of this type of work.

CITY OF ONTARIO *Agenda Report* **June 21, 2022**	**SECTION:** **CONSENT CALENDAR**
Department: Planning Prepared By: Charles Mercier Staff Member Presenting: Scott Murphy, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 17

SUBJECT: **A DEVELOPMENT CODE AMENDMENT (FILE NO. PDCA22-003) PROPOSING CERTAIN CLARIFICATIONS AND REVISIONS TO THE CITY OF ONTARIO DEVELOPMENT CODE**

RECOMMENDATION: That the City Council consider and adopt the Ordinance approving File No. PDCA22-003, a Development Code Amendment proposing certain clarifications and revisions to the City of Ontario Development Code, addressing time extensions for discretionary projects; public notification requirements for minor variances; administrative exceptions; specific plan minor amendments; housing and reasonable accommodations; accessory dwelling units; minimum useable rear yard area for single-family dwellings; banquet facilities on historic properties; retail sales events; conversion of garages to accommodate accessory dwelling units; the definition for "garage;" and, single-family two-unit projects and urban lot splits, rescinding urgency Ordinance No. 3200 and adopting standards, and certain allowed land uses.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the Growth and Evolution of the City's Economy
Maintain the Current High Level of Public Safety
Operate in a Businesslike Manner
Pursue City's Goals and Objectives by Working with Other Governmental Agencies
Focus Resources in Ontario's Commercial and Residential Neighborhoods

FISCAL IMPACT: There is no direct fiscal impact to the City associated with this Development Code Amendment.

BACKGROUND & ANALYSIS: On June 7, 2022, the City Council introduced and waived further reading of an Ordinance approving the Development Code Amendment. Staff has initiated several revisions to the City's Development Code to address State mandates as a result of changes in State law, as well as revisions to correct or clarify existing provisions, as described below:

1. Provisions addressing time extension limits for discretionary projects (Development Code Section 2.02.025.B.2.c) will be revised to clarify that a total of three one-year time extensions may be granted for discretionary actions, such as Development Plans, Conditional Use

Permits, and Variances. Time extensions for Tentative Tract and Parcel Maps will continue to be subject to the requirements of the State's Subdivision Map Act, which allows one or more extensions, not exceed a total of six years;

2. Public notification requirements for Minor Variances will be added to clarify that the notification of the owners of any property that abuts a property with a proposed Minor Variance will be required to be notified of the proposed application. Additionally, Minor Variances will be retitled as "Minor Adjustments and Alterations" to reflect the limited nature of the application type (Development Code Sections 2.03.010 and 4.02.020);
3. Provisions governing Specific Plan Minor Amendments will be retitled as "Specific Plan Minor Adjustments and Alterations" to reflect the limited scope of the application (Development Code Section 4.02.080). Specific Plan Minor Adjustments and Alterations include: (a) maximum 15 percent change in the number of units within an individual residential area; (b) maximum 15 percent change in land area of a residential planning area boundary; (c) minor changes to landscape materials, wall materials, wall alignment, entry design, and streetscape design; (d) minor changes to design guidelines that are intended to be conceptual in nature and are clearly intended to be flexible in implementation; (e) other modifications of a similar nature to those listed above, which are deemed minor by the Planning Director and are in keeping with the purpose and intent of the affected specific plan; and (f) adjustments in street alignments and dimensions that are deemed appropriate by the City Engineer and are in keeping with the purpose and intent of the specific plan;
4. Current provisions governing Administrative Exceptions incorrectly classify the application as requiring a discretionary action and will be rescinded. New provisions are proposed that correctly establish Administrative Exceptions as a ministerial action (Development Code Sections 4.02.020 and 4.03.050, and Tables 2.02-1 and 2.03-1);
5. Current provisions governing Housing and Reasonable Accommodations incorrectly classify the application as requiring a discretionary action and will be rescinded. New provisions are proposed that correctly establish Housing and Reasonable Accommodations as a ministerial action (Development Code Sections 4.02.035 and 4.03.055, and Tables 2.02-1 and 2.03-1);
6. Provisions governing Accessory Dwelling Units (ADUs) will be modified, adding the requirements of Assembly Bill 345, which allows for the conveyance of an ADU separate from the primary residence if the ADU or primary dwelling was built or developed by a qualified nonprofit corporation, provided certain conditions are met (Development Code Section 5.03.010);
7. Current provisions stipulating the minimum useable rear yard area for single-family dwellings will be simplified, requiring that a traditional single-family dwelling maintain a useable rear yard area having minimum dimension of 20 FT in any horizontal direction and small lot single-family dwelling maintain a useable rear yard having a minimum dimension of 10 FT in any horizontal direction (Development Code Section 5.03.011). This revision has been proposed to eliminate a conflict with current ADU provisions;
8. Current provisions governing banquet facilities established in conjunction with commercial structures on historic properties will be amended to clarify that no banquet facilities are to be allowed in the MU-1 (Downtown Mixed Use) zoning district (Development Code Section 5.03.067). This revision will eliminate an existing conflict with Development Code Table 5.02-1 (Land Use Matrix);
9. Current provisions governing Retail Sales Events will be modified to clarify that the provisions also cover "other similar business events." Additionally, current provisions that limit retail

sales events to the holiday sale periods of President's Day, Memorial Day, Independence Day, Labor Day, and four additional periods per year will be amended, eliminating the four stated holidays, and allowing a maximum of eight, one-week periods per calendar year (Development Code Section 5.03.395 and Table 8.01-1);

10. Current provisions stipulating that no garage can be converted to another use unless a replacement garage is constructed on-site will be clarified to provide that a garage conversion that accommodates an ADU is exempt from the replacement garage requirement (Development Code section 6.01.010). This revision will eliminate a conflict with the Development Code's current ADU provisions, as well as a conflict with State law;
11. The current definition for "garage" will be amended to clarify that a garage must be enclosed on all four sides (Development Code Section 9.01.010.G);
12. On December 21, 2021, the City Council adopted an Urgency establishing interim standards for single-family two-unit projects and urban lot splits as required by State law (Senate Bill 9). This Development Code Amendment will rescind the urgency ordinance and adopt permanent standards for inclusion in the Development Code (Development Code Sections 5.03.403 and 6.08.060, and Tables 2.02-1 and 2.03-1); and
13. The Land Use Matrix (Development Code Table 5.02-1) will be amended to: (a) allow technical, trade, and vocational schools in the IG (General Industrial) zoning district, subject to Conditional Use Permit approval. This revision would allow for the location of technical, trade and vocational schools that specialize in education and training for industrial-related industries, such as schools for car and truck repair, maintenance, and customization; truck driving schools; forklift driving and operation certification; and other industrial activities; and (b) adult residential care facilities for more than 6 persons, that do not require a State-issued license to operate, would be prohibited. This would include facilities such as halfway group homes for sex-offenders, group homes for unwed mothers, group homes for the disabled without nursing care, and group sober living facilities.

The specific Development Code provisions to be amended are detailed in Exhibit A of this report. Provisions proposed for deletion are shown in red strikeout text and all additions are shown in yellow highlighted text.

PLANNING COMMISSION REVIEW AND ACTION: On April 26, 2022, the Planning Commission conducted a public hearing to consider the proposed Development Code Amendment. Upon conclusion of the public hearing, the Planning Commission voted unanimously (6-0-1) to approve Resolution No. PC22-019 recommending the City Council approve the proposed Development Code Amendment.

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"). Goals and policies of TOP that are furthered by the proposed Development Code Amendment are addressed in the attached Planning Commission Backup material.

HOUSING ELEMENT COMPLIANCE: The Project will be 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, in that it will provide for urban lot splits and the construction of two-unit single-family development projects, and, under certain circumstances, provides for the conveyance of accessory dwelling units separate from the main dwelling, thereby further promoting alternate forms of home rental and fee-simple homeownership.

AIRPORT LAND USE COMPATIBILITY PLAN (ALUCP) COMPLIANCE: The California State Aeronautics Act (Public Utilities Code Section 21670 et seq.) requires that an Airport Land Use Compatibility Plan be prepared for all public use airports in the State; and requires that local land use plans and individual development proposals must be consistent with the policies set forth in the adopted Airport Land Use Compatibility Plan. On April 19, 2011, the City Council of the City of Ontario approved and adopted the Ontario International Airport Land use Compatibility Plan ("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. The proposed project is located within the Airport Influence Area of Ontario International Airport and was evaluated and found to be consistent with the policies and criteria of the ALUCP.

ENVIRONMENTAL REVIEW: The proposed Development Code Amendment is exempt from the requirements of the California Environmental Quality Act ("CEQA") and the guidelines promulgated thereunder, pursuant to Section 15061(b)(3) of the CEQA Guidelines, in that the activity is covered by the common sense exemption (general rule) that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

ATTACHMENT A:
DEVELOPMENT CODE AMENDMENT

PART I: Subparagraph B.2.c Development Code Section 2.02.025 (Time Limits and Extensions) shall be amended to read as follows:

"**c.** A discretionary permit or action may be granted Time Extensions in one-year increments, ~~for a period or periods~~ not to exceed a total of ~~5 years~~ three one-year time extensions, excepting tentative subdivision maps, which shall be subject to the provisions of GC Section 66452.6."

PART II: Subparagraph C.1.b(1) of Development Code Section 2.03.010 (Public Hearing Notification) shall be amended to read as follows:

"**(1)** ~~For large family daycare facilities, the area of notification shall be within 100 FT of the exterior boundaries of the property that is the subject of the hearing~~ For Minor Variances, the area of notification shall include all properties having a property line common with the affected property; and"

PART III: Subsection D (Minor Variances) of Development Code Section 4.02.020 (Departures from Development Standards) shall be amended to read as follows:

~~D~~ C.Minor Variances.

1. Purpose. Minor ~~Variances~~ Adjustments and 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 ~~Variances~~ Adjustments and 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 ~~Variances~~ Adjustments and Alterations, and to impose reasonable conditions upon the approval of the application.

b. Minor ~~Variances~~ Adjustments and 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 ~~Variances~~ Adjustments and Alterations 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 ~~Variances~~ Adjustments and Alterations 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 ~~Variances~~ Adjustments and Alterations 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 or an affected person.

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 ~~Variances~~ Adjustments and Alterations no less than 10 days following distribution of the notice required by Subparagraph ~~D~~ C.3.b, above.

4. Findings and Decision. A Minor ~~Variances~~ Adjustments and 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.

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 ~~Variances~~ Adjustments and Alterations 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 ~~Variances~~ Adjustments and Alterations 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 Variance, 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.

PART IV: Development Code Section 4.02.080 (Minor Specific Plan Amendments) shall be amended to read as follows:

"4.02.080: Specific Plan Minor ~~Amendments~~ Adjustments and 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 ~~Amendment~~ Adjustments and Alterations application, and to impose reasonable conditions upon the approval of the application.

2. The following constitute minor ~~modifications~~ adjustments and/or 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 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 ~~changes~~ adjustments and/or 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 ~~changes~~ adjustments and/or alterations to design guidelines, which are intended to be conceptual in nature, and are clearly intended to be flexible in implementation;

e. Other ~~modifications~~ adjustments and/or 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 in street alignments and dimensions that as 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. A Specific Plan Minor Amendment 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 ~~Amendment~~ Adjustment and/or 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.

1. The proposed Specific Plan Minor ~~Amendment~~ Adjustment and/or 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 ~~Amendment~~ Adjustment and/or Alteration is reasonable and beneficial, and in the interest of good planning practice; and

3. The proposed Specific Plan Minor ~~Amendment~~ Adjustment and/or Alteration will not adversely affect the harmonious relationship with adjacent properties and land uses."

PART V: Subsection C (Administrative Exceptions) of Development Code Section 4.02.020 (Administrative Exceptions, Minor Variances and Variances) shall be rescinded and all subsequent existing provisions of Development Code Section 4.02.020 shall be renumbered in correct alphanumeric order. Development Code Section 4.03.050 (Administrative Exceptions) shall be added to read as follows:

"4.03.050: 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:

(1) Minimum setback and separation requirements, excepting nonresidential setback requirements from property lines that are common with any residentially zoned property; and

(2) Off-street parking required for nonresidential land uses pursuant to Table 6.03-1 (Off-Street Parking Requirements).

c. An Administrative Exception shall not be approved for reductions from minimum lot size, lot dimensions, landscape coverage, or residential parking requirements, 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."

PART VI: Development Code Section 4.02.035 (Fair Housing and Reasonable Accommodations) shall be rescinded and Development Code Section 4.03.055 (Fair Housing and Reasonable Accommodations) shall be added to read as follows:

"4.03.055: 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.

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. Application Filing, Processing and Hearing. A Fair Housing and Reasonable Accommodation 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 Fair Housing and Reasonable Accommodation request 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 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.

E. 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; 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."

PART VII: Paragraphs C.11 (Qualified Buyer) and C.12 (Qualified Nonprofit Corporation) of Development Code Section 5.03.010 (Accessory Dwelling Units) shall be added to read as stated below. All subsequent existing provisions contained in Subsection C (Definitions) shall be renumbered in correct alphanumeric order.

"**11**. Qualified Buyer. Persons and families of low or moderate income, as that term is defined in Health and Safety Code Section 50093.

12. Qualified Nonprofit Corporation. A nonprofit corporation organized pursuant to Internal Revenue Code Section 501(c)(3), which has received a welfare exemption under Revenue and Taxation Code Section 214.15, for properties intended to be sold to low-income families who participate in a special no-interest loan program."

PART VIII: Paragraph E.4 (No Separate Conveyance) of Section 5.03.010 (Accessory Dwelling Units) shall be amended to read as follows:

"**4.** No Separate Sale or Conveyance. An ADU or JADU may be rented; however, no ADU or JADU may be sold or otherwise conveyed separately from the lot and the primary dwelling (in the case of a single-family lot) or from the lot and all other dwellings (in the case of a multiple-family lot), except as provided by Subsection H (Sale or Conveyance of ADUs Separate from the Primary Residence)of this Section."

PART VIX: Subsection H (Sale or Conveyance of ADUs Separate from the Primary Residence) of Section 5.03.010 (Accessory Dwelling Units) shall be added to read as follows:

"**H. Sale or Conveyance of ADUs Separate from the Primary Residence.** Notwithstanding Paragraph E.4 (No Separate Sale or Conveyance) of this Section, an ADU can be sold or conveyed separately from the primary residence to a qualified buyer; provided, all of the following conditions are met:

1. The ADU or the primary dwelling was built or developed by a qualified nonprofit corporation.

2. There is an enforceable restriction on the use of the land pursuant to a recorded contract between the qualified buyer and the qualified nonprofit corporation that satisfies all of the requirements specified in Revenue and Taxation Code Section 402.1(10(a).

3. The property is held pursuant to a recorded tenancy in common agreement that includes all of the following:

a. The agreement allocates to each qualified buyer an undivided, unequal interest in the property based on the size of the dwelling that each qualified buyer occupies.

b. A repurchase option that requires the qualified buyer to first offer the purchase of the ADU or primary dwelling to the qualified nonprofit corporation should the buyer desire to later sell or convey the property.

c. A requirement that the qualified buyer occupy the ADU or primary dwelling as the buyer's principal residence.

d. Affordability restrictions on the sale and conveyance of the accessory dwelling unit or primary dwelling that ensures the ADU and primary dwelling will be preserved for low-income housing for 45 years for owner-occupied housing units and will be sold or resold to a qualified buyer.

e. Delineation of all areas of the property that are for the exclusive use of a cotenant. Each cotenant shall agree not to claim a right of occupancy to an area delineated for the exclusive use of another cotenant, provided that the latter cotenant's obligations to each of the other cotenants have been satisfied.

f. Delineation of each cotenant's responsibility for the costs of taxes, insurance, utilities, general maintenance and repair, improvements, and any other costs, obligations, or liabilities associated with the property. This delineation shall only be binding on the parties to the agreement, and shall not supersede or obviate the liability, whether joint and several or otherwise, of the parties for any cost, obligation, or liability associated with the property where such liability is otherwise established by law or by agreement with a third party.

g. Procedures for dispute resolution among the parties before resorting to legal action.

4. A grant deed naming the grantor, grantee, and describing the property interests being transferred shall be recorded in the county in which the property is located. A Preliminary Change of Ownership Report shall be filed concurrently with this grant deed pursuant to Revenue and Taxation Code Section 480.3.

5. Notwithstanding the requirements of Paragraph G.2 (Utility Fees) of this Section, if requested by a utility providing service to the primary residence, the ADU shall be provided separate water, sewer, or electrical connection to that utility."

PART X: Paragraph D.14 of Development Code Section 5.03.011 (Accessory Dwelling Units) shall be amended to read as follows:

"**14.** A lot developed with an Accessory Residential Structure shall maintain a useable rear yard as follows: ~~that is equal to a minimum of 10 percent of the net lot area. In addition, a~~

a. A traditional single-family dwelling shall maintain a useable rear yard area having minimum dimension of 20 FT in any horizontal direction; and

b. A small lot single-family dwelling shall maintain a useable rear yard having a minimum dimension of 10 FT in any horizontal direction."

PART XI: Section 5.03.067 (Banquet Facilities - Historic Properties) shall be amended to read as follows:

"**A.** A banquet facility shall be allowed in all zoning districts within a commercial structure or on property designated as a local historic landmark, or a contributing structure within a designated historic district, established pursuant to Section 4.02.040 (Historic Preservation—Local Historic Landmark and Local District Designations, Historic Resource Tiering, and Architectural Conservations Areas) of this Development Code, and shall be subject to the regulations therein during the life of the permit, except that no banquet facility shall be allowed in the MU-1 (Downtown Mixed Use) zoning district.

B. The minimum number of parking spaces required shall be provided pursuant to Division 6.03 (Off-Street Parking and Loading) of this Development Code. A parking demand study may be prepared by a qualified traffic consultant or engineer to support a reduction in the required number of parking spaces. The intent is to provide lower, flexible parking standards wherever possible and appropriate. Consideration shall be given to shared parking systems, on and off-street parking resources, compatibility with historic patterns of development, and the availability of mass transit resources.

C. Live entertainment shall be prohibited. Request for live entertainment shall require conditional use permit approval by the Zoning Administrator. Karaoke, DJs, live musical acts, and other similar forms of entertainment are considered live entertainment. Amplified prerecorded music may be permitted; however, the sound emitted from the premises shall not be audible beyond the property lines of the business establishment.

D. Alcohol beverage sales shall be ~~prohibited. Request for service of alcohol beverage sales shall require a conditional use permit by the Zoning Administrator~~ allowed subject to the approval of a Conditional Use Permit issued pursuant to the requirements of Section 4.02.015 (Conditional Use Permits) and Section 5.03.025 (Alcoholic Beverage Sales) of this Development Code.

E. The applicant shall comply with all applicable building code regulations related to the change of use of the structure to a banquet facility."

PART XII: Subparagraph G.1 (Retail Sales Events) of Development Code Section 5.03.395 (Temporary and Interim Land Uses, Buildings, and Structures) shall be amended to read as follows:

"**1.** Retail Sales Events and Other Similar Business Events. Retail sales events and other similar business events, including but not limited to special outdoor sales, sidewalk sales, and parking lot sales, are subject to the following:

a. A retail sales event or other similar business event shall only be allowed in conjunction with a legally established business that has been operated for a period of at least 180 days prior to the retail sales event or other similar business event.

b. Retail sales events and other similar business events shall be limited to ~~the holiday sale periods of President's Day, Memorial Day, Independence Day, and Labor Day, and 4 additional periods~~ eight, one-week periods per calendar year, ~~for each~~ per business location. The ~~additional~~ one-week periods may be used consecutively, not to exceed a total of 56 days per calendar year.

~~**c.** Retail sales events shall be limited to maximum 7 days duration.~~

c. The outdoor display of merchandise shall be restricted to an area directly adjacent to the business' exterior storefront; however, in the case of shopping centers, when it is not practical for the outdoor display area to be located directly adjacent to the business front, the sale area shall be located in an area as close as practically possible, to the business' exterior storefront.

d. The display of merchandise shall not impede pedestrian or vehicular circulation.

e. All merchandise, materials, signs, and debris shall be removed from the outdoor area by 9:00AM following the last day of the retail sales event."

PART XIII: Paragraph F.8 of Development Code Section 6.01.010 (Residential Zoning Districts) shall be amended to read as follows:

"**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."

PART XIV: Subsection G (Definition of Words Beginning with the Letter "G") of Development Code Section 9.01.010 (Terms and Phrases) shall be amended, revising the definition of "garage" as follows:

"Garage. An accessory structure or portion of a main structure that is fully enclosed ~~on 3 or more sides~~ and designed for the shelter or storage of motor vehicles."

PART XV: Rescind Ordinance No. 3200, an urgency ordinance establishing standards for the development of Single-Family Two-Unit Projects and Urban Lot Splits, and Development Code Section 5.03.403 (Single-Family Two-Unit Projects) and Section 6.08.060 (Urban Lot Splits) shall be added to read as follows:

“Section 5.03.403: Single-Family Two-Unit Projects

A. Purpose. The purpose of this Section is to allow and appropriately regulate Single-Family Two-Unit Projects pursuant to GC Section 65852.21.

B. Definition. A “Two-Unit Project” means the development of two primary dwelling units or, if there is already a primary dwelling unit on the lot, the development of a second primary dwelling unit on a legally subdivided lot pursuant to the requirements of this Section.

C. Application.

1. Only individual property owners may apply for a Two-Unit Project. “Individual property owner” means a natural person holding fee title individually or jointly in the person’s own name or a beneficiary of a trust that holds fee title. “Individual property owner” does not include any corporation or corporate person of any kind (partnership, LP, LLC, C corporation, S corporation, etc.) except for a community land trust (as defined by Revenue and Taxation Code Section 402.1(a)(11)(C)(ii)) or a qualified nonprofit corporation (as defined by Section 214.15).

2. An application for a Two-Unit Project shall be submitted on a City application form.

3. The applicant shall obtain a certificate of compliance with the Subdivision Map Act for the lot and provide the certificate with the application.

4. Only a complete application will be considered. The City will inform the applicant in writing of any incompleteness within 30 days following application submittal.

5. The City may establish a fee to recover its costs for adopting, implementing, and enforcing this Section of the Development Code, pursuant to applicable law. The City council may establish and change the fee by resolution. The fee shall be paid with the application.

D. Approval.

1. An application for a Two-Unit Project is approved or denied ministerially, by the Planning Director, without discretionary review.

2. The ministerial approval of a Two-Unit Project does not take effect until the City has confirmed that all required documents have been recorded, such as the deed restriction and easements.

3. The approval shall require the owner and applicant to hold the City harmless from all claims and damages related to the approval and its subject matter.

4. The approval shall require the owner and applicant to reimburse the City for all costs of enforcement, including attorneys' fees and costs associated with enforcing the requirements of this Development Code.

E. Requirements. A Two-Unit Project shall satisfy all of the following requirements:

1. Subdivision Map Act (SMA) Compliance. The lot shall have been legally subdivided.

2. Zoning District. The lot is in a single-family residential zoning district. For the purpose of this Section, the term "single-family residential zoning district" shall mean the LRD-5 (Low Density Residential – 2.1 to 5.0 DU/Acre) zoning district.

3. Lot Location. Pursuant to the GC Section 65913.4(a)(6)(B) through (K), the lot to be split shall not be located on a site that is any of the following:

a. Prime farmland, farmland of statewide importance, or land that is zoned or designated for agricultural protection or preservation by the voters.

b. A wetland.

c. Within a very high fire hazard severity zone, unless the site complies with all fire-hazard mitigation measures required by existing building standards.

d. A hazardous waste site that has not been cleared for residential use.

e. Within a delineated earthquake fault zone, unless all development on the site complies with applicable seismic protection building code standards.

f. Within a 100-year flood hazard area, unless the site has either:

(1) Been subject to a Letter of Map Revision prepared by the Federal Emergency Management Agency and issued to the local jurisdiction; or

(2) Meets Federal Emergency Management Agency requirements necessary to meet minimum flood plain management criteria of the National Flood Insurance Program.

g. Within a regulatory floodway, unless all development on the site has received a no-rise certification.

h. Land identified for conservation in an adopted natural community conservation plan, habitat conservation plan, or other adopted natural resource protection plan.

i. Habitat for protected species.

j. Land under conservation easement.

4. Not Historic. The lot shall not be a historic property or within a historic district that is included on the State Historic Resources Inventory. Nor may the lot be or be within a site that is designated by ordinance as a city or county landmark, or as a historic property or district.

5. No Impact on Protected Housing. The Two-Unit Project shall not require or include the demolition or alteration of any of the following types of housing:

a. Housing that is income-restricted for households of moderate, low, or very low income.

b. Housing that is subject to any form of rent or price control through a public entity's valid exercise of its policy power.

c. Housing, or a lot that used to have housing, that has been withdrawn from rental or lease under the Ellis Act (GC Sections 7060–7060.7) at any time in the 15 years prior to submission of the Urban Lot Split application.

d. Housing that has been occupied by a tenant in the last 3 years. The applicant and the owner of a property for which an Urban Lot Split is sought shall provide a sworn statement as to this fact with the application for the tentative parcel map. The City may conduct its own inquiries and investigation to ascertain the veracity of the sworn statement, including but not limited to, surveying owners of nearby properties; and the City may require additional evidence of the applicant and owner as necessary to determine compliance with this requirement.

6. Unit Standards.

a. *Quantity*.

(1) No more than two dwelling units of any kind may be built on a lot that results from an Urban Lot Split. For purposes of this paragraph, "unit" means any dwelling unit, including, but not limited to, a primary dwelling unit, a unit created pursuant to Section 5.03.403 (Two-Unit Projects) of this Development Code, or an ADU or JADU created pursuant to State law and

Section 5.03.010 (Accessory Dwelling Unit) of this Development Code.

(2) A lot that is not created by an Urban Lot Split may have a Two-Unit Project as provided by this Section, plus any ADU or JADU that shall be allowed pursuant to State law and Section 5.03.010 (Accessory Dwelling Unit) of this Development Code.

b. *Unit Size*.

(1) The total floor area of each primary dwelling that is developed under this Section shall be a minimum of 500 SF in area and a maximum of 800 SF in area.

(2) A primary dwelling that was legally established on the lot prior to the Two-Unit Project and is larger than 800 SF is limited to the lawful floor area at the time of the Two-Unit Project. The unit may not be expanded.

(3) A primary dwelling that was legally established prior to the Two-Unit Project and is smaller than 800 SF may be expanded to 800 SF after or as part of the Two-Unit Project.

c. *Height Restrictions*.

(1) On a lot that is larger than 2,000 SF, no new primary dwelling unit may exceed one-story or 16 FT in height, measured from grade to peak of the structure.

(2) On a lot that is smaller than 2,000 SF, no new primary dwelling unit may exceed two-stories or 22 FT in height, measured from grade to peak of the structure. Any portion of a new primary dwelling that exceeds one story in height shall be stepped back by an additional 5 FT from the ground floor; no balcony deck or other portion of the second story may project into the stepback.

(3) No rooftop deck is permitted on any new or remodeled dwelling or structure on a lot with a Two-Unit Project.

d. *Demo Cap*. The Two-Unit Project shall not involve the demolition of more than 25 percent of the existing exterior walls of an existing dwelling unless the site has not been occupied by a tenant in the last 3 years.

e. *Lot Coverage*. [Include a lot coverage standard here if desired.] 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.

f. *Setback Requirements*.

(1) **Generally**. All setbacks shall conform to the minimum requirements of the underlying zoning district.

(2) **Exceptions**. Notwithstanding subpart E.6.f above:

(a) Existing Structures. No setback is required for an existing legally established structure or for a new structure that is constructed in the same location and to the same dimensions as an existing legally established structure.

(b) Cannot Preclude Construction of Two 800-SF Units and 4-FT Side/Rear Setbacks. The setbacks imposed by the underlying zoning district shall yield to the degree necessary to avoid physically precluding the construction of up to two units on the lot or either of the two units from being at least 800 SF in floor area; but in no event may any structure be less than 4 FT from a side or rear property line.

(3) **Front Setback Area**. Notwithstanding any other part of this code, dwellings that are constructed under this Section shall conform to the front setback requirement of the underlying zoning district. The front setback area shall:

(a) Be kept free from all structures greater than 3 FT high; and

(b) Allow for vehicular and fire-safety access to the front structure.

g. *Parking*. Each new primary dwelling unit shall have at least one off-street parking space per unit within a fully enclosed garage having a minimum interior clear area measuring 10 FT in width and 20 FT in length, unless one of the following applies:

(1) The lot is located within one-half mile walking distance of either

(a) A corridor with fixed route bus service with service intervals no longer than 15 minutes during peak commute hours or

(b) A site that contains:

(i) An existing rail or bus rapid transit station,

(ii) A ferry terminal served by either a bus or rail transit service, or

(iii) The intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods.

(2) The site is located within one block of a permanently established car-share vehicle pickup/drop-off location.

h. *Architecture*.

(1) If there is a legal primary dwelling on the lot that was established before the Two-Unit Project, any new primary dwelling unit shall match the existing primary dwelling unit with respect to exterior materials, finishes, color, and dominant roof pitch. The dominant roof pitch means the slope shared by the largest portion of the roof.

(2) If there is no legal primary dwelling on the lot before the Two-Unit Project, and if two primary dwellings are developed on the lot, the dwellings shall match each other with respect to exterior materials, finishes, color, and dominant roof pitch. The dominant roof pitch means the slope shared by the largest portion of the roof.

(3) All exterior lighting shall be limited to down-lights.

(4) No window or door of a dwelling that is constructed on the lot may have a direct line of sight to an adjoining residential property. Decorative masonry block walls, dense landscaping, or privacy glass may be used to provide screening and prevent a direct line of sight.

(5) If any portion of a dwelling is less than 30 FT from a property line that is not a public street right-of-way line, then all windows and doors in that portion shall either be (for windows) clerestory with the bottom of the glass at least 6 FT above the finished floor, or (for windows and doors) utilize frosted or obscure glass.

i. *Walls, Fences, and Obstructions*.

(1) A lot comprising a Two-Unit Project shall be provided with 6-FT high decorative masonry block walls (reduced to 3 FT in height within front setback areas) at the following locations:

(a) Interior side and rear lot lines of each lot; and

(b) Street side property lines and along the rear property line of through lots, setback a minimum of 5 FT behind the sidewalk.

(2) The construction and maintenance of walls, fences, and other obstructions shall comply with the requirements of Chapter 6.0 (Development and Subdivision Regulations), (Division 6.02 (Walls, Fences, and Obstructions) of this Development Code.

j. *Landscaping*. A lot comprising a Two-Unit Project shall be fully landscaped and provided with a permanent automatic irrigation system pursuant to the requirements Chapter 6.0 (Development and Subdivision Regulations), Division 6.05 (Landscaping) of this Development Code.

k. *Nonconforming Conditions*. A Two-Unit Project shall be approved only if all nonconforming zoning conditions are corrected.

l. *Utilities*.

(1) Each primary dwelling unit on the resulting lots shall have its own direct utility connection to the utility service provider.

(2) Each primary dwelling unit on the resulting lots that is or that is proposed to be connected to an onsite wastewater treatment system shall first have a percolation test completed within the last 5 years or, if the percolation test has been recertified, within the last 10 years.

m. *Building & Safety*. All structures built on a lot comprising a Two-Unit Project shall comply with all current local building standards. A project under this Section is a change of use and subjects the whole of the lot, and all structures, to the City's current code.

7. Fire-Hazard Mitigation Measures. A lot in a very high fire hazard severity zone shall comply with each of the following fire-hazard mitigation measures:

a. It shall have direct access to a public street right-of-way with a paved street with a width of at least 40 FT. The public street right-of-way

shall have at least two independent points of access for fire and life safety to access and for residents to evacuate.

b. All dwellings on the site shall comply with current fire code requirements for dwellings in a very high fire hazard severity zone.

c. All enclosed structures on the site shall have fire sprinklers.

d. All sides of all dwellings on the site shall be within a 150-FT hose-pull distance from either the public street right-of-way or of an onsite fire hydrant or standpipe.

e. If the lot does not have a swimming pool, the lot shall have a water reservoir of at least 5,000 gallons per dwelling, with fire-authority approved hookups compatible with fire-authority standard pump and hose equipment.

8. Separate Conveyance.

a. Primary dwelling units on the lot may not be owned or conveyed separately from each other.

b. Condominium airspace divisions and common interest developments are prohibited.

c. All fee interest in a lot and all dwellings on the lot shall be held equally and undivided by all individual property owners.

9. Regulation of Uses.

a. *Residential-Only*. No non-residential use is permitted on the lot.

b. *No Short Term Rentals*. No dwelling unit on a lot comprising a Two-Unit Project shall be rented for a period of less than 30 days.

c. *Owner Occupancy*. Unless the lot comprising a Two-Unit Project was formed by an Urban Lot Split, the individual property owners of a lot with a Two-Unit Project shall occupy one of the dwellings on the lot as the owners' principal residence and legal domicile.

10. Notice of Construction.

a. At least 30 business days before starting any construction of a Two-Unit Project, the property owner shall give written notice to all the owners of record of each of the adjacent residential parcels, which notice shall include the following information:

(1) Notice that construction has been authorized,

(2) The anticipated start and end dates for construction,

(3) The hours of construction,

(4) Contact information for the project manager (for construction-related complaints), and

(5) Contact information for the Building & Safety Department.

b. This notice requirement does not confer a right on the noticed persons or on anyone else to comment on the project before permits are issued. Approval is ministerial. Under state law, the City has no discretion in approving or denying a particular project under this Section. This notice requirement is purely to promote neighborhood awareness and expectation.

11. Deed Restriction. The owner shall record a deed restriction, acceptable to the City, that does each of the following:

a. Expressly prohibits any rental of any dwelling on the property for a period of less than 30 days.

b. Expressly prohibits any non-residential use of the lot.

c. Expressly prohibits any separate conveyance of a primary dwelling on the property, any separate fee interest, and any common interest development within the lot.

d. If the lot is not created by an Urban Lot Split: Expressly requires the individual property owners to live in one of the dwelling units on the lot as the owners' primary residence and legal domicile.

e. States that the property is formed by an Urban Lot Split and is therefore subject to the City's Urban Lot Split regulations, including all applicable limits on dwelling size and development.

F. Specific Adverse Impacts.

1. Notwithstanding anything else in this Section, the City may deny an application for a Two-Unit Project if the building official makes a written finding, based on a preponderance of the evidence, that the project would have a "specific, adverse impact" on either public health and safety or on the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact.

2. The term "specific adverse impact" has the same meaning as in GC Section 65589.5(d)(2): "a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards,

policies, or conditions as they existed on the date the application was deemed complete" and does not include (1) inconsistency with the zoning ordinance or general plan land use designation or (2) the eligibility to claim a welfare exemption under Revenue and Taxation Code Section 214(g).

3. The building official may consult with and be assisted by planning staff and others as necessary in making a finding of specific, adverse impact.

G. Remedies. If a Two-Unit Project violates any part of this Development Code or any other legal requirement:

1. The buyer, grantee, or lessee of any part of the property has an action for damages or to void the deed, sale, or contract.

2. The City may:

a. Bring an action to enjoin any attempt to sell, lease, or finance the property.

b. Bring an action for other legal, equitable, or summary remedy, such as declaratory and injunctive relief.

c. Pursue criminal prosecution, punishable by imprisonment in county jail or state prison for up to one year, by a fine of up to $10,000, or both; or a misdemeanor.

d. Record a notice of violation.

e. Withhold any or all future permits and approvals.

f. Pursue all other administrative, legal, or equitable remedies that are allowed by law, this Development Code, or the City's Municipal Code."

"**Section 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. An "Urban Lot Split" means 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 0 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 & Safety*. All structures built on a lot resulting from an Urban Lot Split shall comply with all current local building standards. An Urban Lot Split is a change of use.

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.

b. 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 the lots created by the 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."

PART XVI: Development Code Table 2.02-1 (Review Matrix) shall be amended to read as follows:

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	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**	
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]** (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. Administrative Exceptions (Ref: ODC Section 4.02.020.C)~~				~~X~~				~~A~~	~~A~~	
2. Billboard Relocation Agreements **[1]** (Ref: ODC Section 4.02.010)								**R**	**X**	
3. 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**	
4. Density Bonus and Other Incentives per ODC Section 6.01.010.G (Density Bonus and Other Incentives) **[1]**								**R**	**X**	
5. Development Plans (Ref: ODC Section 4.02.025)										

Table 2.02-1: Review Matrix

Applications, Actions, Decisions and Processes	Reviewing Authorities [4]									
	PLANNING DIRECTOR	City Engineer	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. 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	
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 **[1]**					R			X	A	
f. All others					X			A	A	
6. Extensions of Legal Nonconforming Status **[1]** (Ref: ODC Section 4.02.030)				X				A	A	
~~7. Fair Housing and Reasonable Accommodation (Ref: ODC Section 4.02.035)~~				~~X~~				~~A~~	~~A~~	
8. 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) **[1]**						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	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	
9. Interpretations and Land Use Determinations (Ref: ODC Section 1.02.010)				X				A	A	
10. Master Plans and Amendments **[1]** (Ref: ODC Section 4.02.070)								R	X	
11. Minor ~~Variances~~ Adjustments and Alterations (Ref: ODC Section 4.02.020.D)				X				A	A	
12. Nonconforming Structure Reconstruction **[1]** (Ref: ODC Section 3.01.020)								X	A	
13. Parking Reduction (Ref: ODC Section 6.03.025)								X	A	
14. Sign Programs (Ref: ODC Section 4.02.075)	X							A	A	
15. Specific Plan Minor ~~Amendments~~ Adjustments and Alterations (Ref: ODC Section 4.02.080)	X							A	A	
16. 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]	
17. Subdivisions										
a. Lot Merger (Merger of Contiguous Parcels) **[1]** (Ref: ODC Section 4.02.085)					R			X	A	
b. Reversions to Acreage **[1]** (Ref: ODC Section 4.02.090)					R			X	A	

Table 2.02-1: Review Matrix

Applications, Actions, Decisions and Processes	Reviewing Authorities [4]									
	PLANNING DIRECTOR	City Engineer	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
c. Tentative Tract and Parcel Maps, and Vesting Maps **[1]** (Ref: ODC Section 4.02.095)					R			X	A	
d. Tentative Tract and Parcel Map Time Extensions (Ref: ODC Section 2.02.025.A.3 & 4)					R			X	A	
18. Time Extensions, excepting tentative subdivision maps (Ref: ODC Section 2.02.025)	X							A	A	
19. Variances (Ref: ODC Section 4.02.020.E)										
a. Homeowner **[1]**				X				A	A	
b. Other **[1]**					R			X	A	
C. MINISTERIAL (ADMINISTRATIVE) PERMITS AND DECISIONS										
1. Administrative Exceptions (Ref: ODC Section 4.02.020.C)	X							A	A	
2. Administrative Use Permits (Ref: ODC Section 4.03.015)	X									
3. Airport Land Use Compatibility Plan (ALUCP) Interagency Reviews **[7]** (Ref: ALUCP)	X								A[8]	
4. Business License - Zoning/Land Use Compliance (Ref: OMC 3-1.129 (Zoning Compliance)	X							A	A	
5. Development Applications within the ONT zoning district	X									
6. Landscape and Irrigation Plans (Ref. ODC Section 6.05.005)	X							A	A	
7. Off-Site (Public) Improvement Plans (Ref: ODC Section 6.08.040)		X						A	A	
8. Other Plan Checks required by this Development Code	X							A	A	
9. Shopping Cart Retention Plans (Ref: ODC Section 6.11.020)	X							A	A	
10. Sign Plans (Ref: ODC Section 4.03.020)	X							A	A	
11. Single-Family Two-Unit Developments (Ref: ODC Section 5.03.403)	X							A	A	
12. 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	

Table 2.02-1: Review Matrix

Applications, Actions, Decisions and Processes	Reviewing Authorities [4]									
	PLANNING DIRECTOR	City Engineer	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
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	
13. Tier 1 wireless telecommunications facility pursuant to ODC Section 5.03.420 (Wireless Telecommunications Facilities)				X				A	A	
14. Wall, Fence, and Obstructions Plans (Ref. ODC Section 6.02.005)	X							A	A	
15. Fair Housing and Reasonable Accommodation (Ref: ODC Section 4.02.035)	X							A	A	
D. ENVIRONMENTAL DETERMINATIONS AND ACTIONS										
1. Environmental Impact Reports (EIRs) (Ref: CCR Section 15080 et seq.)								X[3]	X[3]	
2. Exempt Projects (Ref: CCR Section 15300 et seq.)	X[3]			X[3]	X[3]	X[3]	X[3]	A	A	
3. Ministerial Projects (Ref: CCR Section 15268)	**Ministerial projects are exempt from the requirements of CEQA [10]**									
4. Negative Declarations (NDs) and Mitigated Negative Declarations (MNDs) (Ref: CCR Section 15070 et seq.)				X[3]	X[3]	X[3]	X[3]	X[3]	X[3]	
5. Addendums to previously certified EIRs and previously adopted NDs and MNDs (Ref: CCR Section 15164)				X[3]	X[3]	X[3]	X[3]	X[3]	X[3]	
6. Environmental review for projects located within the ONT zoning district **[9]**										X

Notes:

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

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

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

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

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

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

[7] Refer to the 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;*
- *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; ~~and~~*
- *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.

PART XVII: Development Code Table 2.03-1 (Notification Matrix) shall be amended to read as follows:

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
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.** Administrative Exceptions (Ref: ODC Section 4.02.020.C)~~	~~X~~			
2. Billboard Relocation Agreements **[1]** (Ref: ODC Section 4.02.010)	X			
3. 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	
4. Density Bonus and Other Incentives per ODC Section 6.01.010.G (Density Bonus and Other Incentives) **[1]**		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*
5. Development Plans (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		
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 5.03.415 (Wireless Telecommunications Facilities) of this Development Code				
(1) Tier 2 facilities		X		
(2) Tier 3 facilities **[1]**		X	X	
f. All others		X		
6. Extensions of Legal Nonconforming Status **[1]** (Ref: ODC Section 4.02.030)		X	X	
~~**7.** Fair Housing and Reasonable Accommodation Ref: ODC Section 4.02.035)~~	~~X~~			
8. 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	

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*
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		
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			
9. Interpretations and Land Use Determinations (Ref: ODC Section 1.02.010)	X			
10. Master Plans and Amendments **[1]** (Ref: ODC Section 4.02.070)		X	X	X
11. Minor Variances **[5]** (Ref: ODC Section 4.02.020.D)		X	X	
12. Nonconforming Structure Reconstruction **[1]** (Ref: ODC Section 3.01.020)		X	X	
13. Parking Reduction (Ref: ODC Section 6.03.025)	X			
14. Sign Programs (Ref: ODC Section 4.02.075)	X			
15. Specific Plan Minor Amendments (Ref: ODC Section 4.02.080)	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*
16. Stays of Permit Approval Time Limit (Ref: ODC Section 2.02.025.A.8)	X			
17. 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		
18. Time Extensions, excepting tentative subdivision maps (Ref: ODC Section 2.02.025)	X			
19. 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 4.02.020.C)	X			
2. Administrative Use Permit (Ref: ODC Section 4.02.015)	X			
3. Airport Land Use Compatibility Plan (ALUCP) Interagency Reviews **[4]** (Ref: ALUCP)	X			
4. Fair Housing and Reasonable Accommodation Ref: ODC Section 4.02.035)	X			
5. Landscape and Irrigation Documentation Plans (Ref. ODC Section 6.05.015)	X			
6. Off-Site (Public) Improvement Plans (Ref: ODC Section 6.08.040)	X			
7. Sign Plans (Ref: ODC Section 4.03.020)	X			
8. Single-Family Two-Unit Developments (Ref: ODC Section 5.03.403)	X			
9. 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			

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*
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 Section 6.06.010)	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 Split (Ref: ODC Section 6.08.060)	X			
10. Tier 1 wireless telecommunications facility pursuant to ODC Section 5.03.415 (Wireless Telecommunications Facilities)	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			
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] A Large Family Day Care facility shall require notification pursuant to Subparagraph 2.03.010.C.1.b(1) of this Division.

[4] Refer to the LA/Ontario International Airport Land Use Compatibility Plan for procedures for application processing and administration, and appeals processing.

[5] A Minor Variance shall require notification pursuant to Paragraph 4.02.020.D.3 (Application Filing, Processing and Hearing) of this Development Code.

PART XVIII: Development Code Table 8.01-1 (Sign Regulation Matrix) shall be amended, revising the Special Regulations for Retail Sales Events in Commercial zoning districts (Subparagraph C.1.c[2]) and Industrial zoning districts (Subparagraph E.1.c[2]), to read as follows:

"[2] Retail Sales Events and Other Similar Business Events. A retail sales event or other similar business event permitted pursuant to Subparagraph 5.03.395.G.1 of this Development Code, may be allowed temporary signage for maximum of eight, one-week periods per calendar year ~~7 days duration during the specified "holiday sale periods," and during the specified "additional periods" for which a Temporary Use Permit has been issued~~, not to exceed a total of 56 days per calendar year. ~~Each "additional period" may be used consecutively with "holiday sale periods," not to exceed a total of 6 consecutive periods (42 consecutive days).~~

PART XIX: Development Code Table 5.02-1 (Land Use Matrix) shall be amended as shown in Exhibit A: Portion of Table 5.02-1 (Land Use Matrix), of this attachment.

Exhibit A: Portion of Table 5.02-1 (Land Use Matrix)

		Residential Zoning Districts				Commercial Zoning Districts							Mixed Use Zoning Districts							Industrial Zoning Districts					Specialized Use and Overlay Zoning Districts								
													MU-1																			
~~2012~~ ~~2022~~ NAICS Code	Land Uses, Activities, and Facilities Note: In addition to the requirements of this Table, properties located within the Airport Influence Area (AIA) established by the LA/Ontario International Airport Land Use Compatibility Plan (ALUCP) shall be subject to the land use requirements and standards of the ALUCP.	AR-2 & RE-2	RE-4 & LDR-5	MDR-11, 18 & 25	HDR-45	CS	CN	CC	CR	CCS	OL	OH	LUA-1	LUA-2N	LUA-2S	LUA-3	LUA-4	MU-2	MU-11	BP	IP	IL	IG	IH	AG	CIV	MHP	ONT	OS-C	OS-R	RC	UC	Additional Regulations
61	EDUCATION SERVICES																															
611	Educational Services																															
6115	Technical, ~~and~~ Trade, and Vocational Schools	---	---	---	---	---	---	C	C	---	---	C	---	---	---	---	C	C	C	C	C	C	C	---	---	C	---	---	---	---	---	---	
62	HEALTH CARE AND SOCIAL ASSISTANCE																															
623	Nursing and Residential Care Facilities																															
6239	Other Residential Care Facilities for 6 or fewer persons (includes facilities providing adult residential care services, which do not require a State-issued license to operate, such as but not limited to group homes for the hearing or visually impaired, ~~child group foster homes,~~ halfway group homes for ex-offenders, group homes for unwed mothers, group homes for the disabled without nursing care, ~~orphanages, etc~~ and sober living facilities.)	*P	*P	*P	*P	---	---	---	---	---	---	---	*P	*P	*P	*P	---	*P	*P	---	---	---	---	---	*P	---	---	---	---	---	---	---	* Allowed only in conjunction with an existing single-family residence. See Section 5.03.345 (Residential Care Facilities, Other—6 or Fewer Persons)
	~~• 6 or fewer persons~~	~~*P~~	~~*P~~	~~*P~~	~~*P~~	~~---~~	~~---~~	~~---~~	~~---~~	~~---~~	~~---~~	~~---~~	~~*P~~	~~*P~~	~~*P~~	~~*P~~	~~---~~	~~*P~~	~~*P~~	~~---~~	~~---~~	~~---~~	~~---~~	~~---~~	~~*P~~	~~---~~	~~---~~	~~---~~	~~---~~	~~---~~	~~---~~	~~---~~	~~* Allowed only in conjunction with an existing single-family residence.~~ ~~See Section 5.03.345 (Residential Care Facilities, Other—6 or Fewer Persons)~~
	~~• More than 6 persons~~	~~---~~	~~---~~	~~---~~	~~C~~	~~---~~	~~---~~	~~C~~	~~---~~	~~---~~	~~---~~	~~---~~	~~---~~	~~---~~	~~---~~	~~---~~	~~---~~	~~---~~	~~C~~	~~---~~	~~---~~	~~---~~	~~---~~	~~---~~	~~---~~	~~---~~	~~C~~	~~---~~	~~---~~	~~---~~	~~---~~	~~---~~	

CITY OF ONTARIO PLANNING DEPARTMENT

PLANNING COMMISSION STAFF REPORT

April 26, 2022

303 East B Street, Ontario, California 91764 Phone: 909.395.2036 / Fax: 909.395.2420

FILE NO.: PDCA22-003

SUBJECT: A public hearing to consider certain clarifications and revisions to the City of Ontario Development Code, addressing: [1] time extensions for discretionary projects (Section 2.02.025.B.2.c); [2] public notification requirements for Minor Variances (Section 2.03.010); [3] administrative exceptions (Sections 4.02.020 and 4.03.050, and Tables 2.02-1 and 2.03-1); [4] specific plan minor amendments (Section 4.02.080); [5] housing and reasonable accommodations (Sections 4.02.035 and 4.03.055, and Tables 2.02-1 and 2.03-1); [6] accessory dwelling units (Section 5.03.010); [7] minimum useable rear yard area for single-family dwellings (Section 5.03.011); [8] banquet facilities on historic properties (Section 5.03.067); [9] retail sales events (Section 5.03.395 and Table 8.01-1); [10] conversion of garages to accommodate accessory dwelling units (section 6.01.010); [11] definition for "garage" (Section 9.01.010.G); [12] single-family two-unit projects and urban lot splits, rescinding Urgency Ordinance No. 3200 and adopting standards (Sections 5.03.403 and 6.08.060, and Tables 2.02-1 and 2.03-1); and [13] certain allowed land uses (Table 5.02-1); **City Initiated. City Council action is required.**

RECOMMENDED ACTION: That the Planning Commission consider and adopt the resolution recommending the City Council approve File No. PDCA22-003, pursuant to the facts and reasons contained in the staff report and attached 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 197,866 persons and in terms of population, is ranked the 23rd largest city in the State and the 126th largest in the nation.

PROJECT ANALYSIS: The proposed Development Code Amendment consists of certain clarifications and revisions to the City of Ontario Development Code, as follows:

Case Planner:	Charles Mercier, Principal Planner
Planning Director Approval:	
Submittal Date:	3/8/2022

Hearing Body	*Date*	*Decision*	*Action*
PC	4/26/2022		Recommend
CC-1st Reading	6/7/2022		Introduction
CC-2nd Reading	6/21/2022		Final

(1) Provisions addressing time extension limits for discretionary projects (Development Code Section 2.02.025.B.2.c) will be revised to clarify that a total of three one-year time extensions may be granted for discretionary actions, such as Development Plans, Conditional Use Permits, and Variances. Time extensions for Tentative Tract and Parcel Maps will continue to be subject to the requirements of the State's Subdivision Map Act, which allows one or more extensions, not exceed a total of six years.

(2) Public notification requirements for Minor Variances will be added to clarify that the notification of the owners of any property that abuts a property with a proposed Minor Variance will be required to be notified of the proposed application (Development Code Section 2.03.010). Additionally, Minor Variances will be retitled as "Minor Adjustments and Alterations."

(3) Development Code provisions governing Specific Plan Minor Amendments will be retitled as "Specific Plan Minor Adjustments and Alterations" to reflect the limited scope of the application (Development Code Section 4.02.080).

(4) Development Code provisions governing Administrative Exceptions currently incorrectly classify the application as requiring a discretionary action and will, therefore, be rescinded. New provisions are proposed that correctly establish Administrative Exceptions as a ministerial action (Development Code Sections 4.02.020 and 4.03.050, and Tables 2.02-1 and 2.03-1).

(5) The current Development Code provisions governing Housing and Reasonable Accommodations are incorrectly classified as requiring a discretionary action and will, therefore, be rescinded. New provisions are proposed that correctly establish Housing and Reasonable Accommodations as a ministerial action (Development Code Sections 4.02.035 and 4.03.055, and Tables 2.02-1 and 2.03-1).

(6) Development Code provisions governing Accessory Dwelling Units (ADUs) will be modified, adding the requirements of Assembly Bill 345, which allows for the conveyance of an ADU separate from the primary residence if the ADU or primary dwelling was built or developed by a qualified nonprofit corporation and certain conditions are met (Development Code Section 5.03.010).

(7) The current Development Code provisions stipulating the minimum useable rear yard area for single-family dwellings will be simplified, requiring that a traditional single-family dwelling maintain a useable rear yard area having minimum dimension of 20 FT in any horizontal direction and small lot single-family dwelling maintain a useable rear yard having a minimum dimension of 10 FT in any horizontal direction (Development Code Section 5.03.011). This revision has been proposed eliminate a conflict with current ADU provisions.

(8) Current Development Code provisions governing banquet facilities established in conjunction with commercial structures on historic properties will be amended to clarify

that no banquet facilities shall be allowed in the MU-1 (Downtown Mixed Use) zoning district (Development Code Section 5.03.067). This revision will eliminate an existing conflict with Development Code Table 5.02-1 (Land Use Matrix).

(9) Current Development Code provisions governing Retail Sales Events will be modified to clarify that the provisions also cover "other similar business events." Additionally, the current provisions that limit such events to the holiday sale periods of President's Day, Memorial Day, Independence Day, Labor Day, and four additional periods per year will be amended, eliminating the four stated holidays, and allowing a maximum of eight, one-week periods per calendar year (Development Code Section 5.03.395 and Table 8.01-1).

(10) Current Development Code provisions stipulating that no garage can be converted to another use unless a replacement garage is constructed on-site will be clarified to provide that a garage conversion that accommodates an ADU is exempt from the replacement garage requirement (Development Code section 6.01.010). This revision will eliminate a conflict with the Development Code's current ADU provisions, as well as a conflict with State law.

(11) The current Development Code definition for "garage" will be amended to clarify that a garage must be enclosed on all four sides (Development Code Section 9.01.010.G).

(12) Urgency Ordinance No. 3200 was adopted by the City Council on December 21, 2021, establishing standards for single-family two-unit projects and urban lot splits in accordance with State law (Senate Bill 9). This Development Code Amendment will rescind the urgency ordinance and adopt permanent standards to be included in the Development Code (Development Code Sections 5.03.403 and 6.08.060, and Tables 2.02-1 and 2.03-1).

(13) Amend provisions for certain allowed land uses, as follows (Development Code Table 5.02-1):

(a) Technical, Trade and Vocational Schools — Conditionally permit technical, trade and vocational schools in the IG (General Industrial) zoning district. This revision would allow for the location of technical, trade and vocational schools that specialize in education and training for industrial-related industries, such as motor vehicle fabrication, repair, maintenance, and customization; truck driving; forklift driving and operation; and other industrial activities

(b) Other Residential Care Facilities — Prohibit adult residential care facilities for more than 6 persons, which do not require a State-issued license to operate, such as but not limited to group homes for the hearing or visually impaired, halfway group homes for ex-offenders, group homes for unwed mothers, group homes for the disabled without nursing care, and group sober living facilities.

The proposed provisions of the Development Code Amendment are shown in Exhibit A (Development Code Amendment) of this report. Any provisions proposed for deletion are shown in red strikeout text (~~Abcdefg~~) and all additions are shown in yellow highlighted text (Abcdefg).

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
- Maintain the Current High Level of Public Safety
- Operate in a Businesslike Manner
- Pursue City's Goals and Objectives by Working with Other Governmental Agencies
- Focus Resources in Ontario's Commercial and Residential Neighborhoods

(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.

➢ G1-2 Long-term Benefit. We require decisions to demonstrate and document how they add value to the community and support the Ontario Vision

(4) Policy Plan (General Plan).

Land Use Element:

- Goal LU1: A community that has a spectrum of housing types and price ranges that match the jobs in the City and that make it possible for people to live and work in Ontario and maintain a quality of life.

  - LU1-1: Strategic Growth. We concentrate growth in strategic locations that help create place and identity, maximize available and planned infrastructure, and foster the development of transit.

  - LU1-2 Sustainable Community Strategy. We integrate state, regional and local Sustainable Community/Smart Growth principles into the development and entitlement process.

  - LU1-3 Adequate Capacity. We require adequate infrastructure and services for all development.

  - LU1-4 Mobility. We require development and urban design, where appropriate, that reduces reliance on the automobile and capitalizes on multi-modal transportation opportunities.

  - LU1-6 Complete Community. We incorporate a variety of land uses and building types in our land use planning efforts that result in a complete community where residents at all stages of life, employers, workers and visitors have a wide spectrum of choices of where they can live, work, shop and recreate within Ontario.

  - LU1-7 Revenues and Costs. We require future amendments to our Land Use Plan to be accompanied by analyses of fiscal impacts.

- Goal LU2: Compatibility between a wide range of uses.

  - LU2-6: Infrastructure Compatibility: We require infrastructure to be aesthetically pleasing and in context with the community character.

- Goal LU4: Development that provides short-term value only when the opportunity to achieve our Vision can be preserved.

  - LU4-3 Infrastructure Timing. We require that the necessary infrastructure and services be in place prior to or concurrently with development.

Housing Element:

- Goal H2: Diversity of types of quality housing that are affordable to a range of household income levels, accommodate changing demographics, and support and reinforce the economic sustainability of Ontario.

- H2-1 Corridor Housing. We revitalize transportation corridors by encouraging the production of higher density residential and mixed-uses that are architecturally, functionally, and aesthetically suited to corridors.

- H2-3 Ontario Airport Metro Center. We foster vibrant, urban, intense and highly amenitized community in the Ontario Airport Metro Center Area through a mix of residential, entertainment, retail and office-oriented uses.

- H2-5 Housing Design. We require architectural excellence through adherence to City design guidelines, thoughtful site planning, environmentally sustainable practices, and other best practices.

- Goal H5: A full range of housing types and community services that meet the special housing needs for all individuals and families in Ontario, regardless of income level, age, or other status.

Community Economics Element:

- Goal CE1: A complete community that provides for all incomes and stages of life.

- CE1-1 Jobs-Housing Balance. We pursue improvement to the Inland Empire's balance between jobs and housing by promoting job growth that reduces the regional economy's reliance on out-commuting.

- CE1-7 Retail Goods and Services. We seek to ensure a mix of retail businesses that provide the full continuum of goods and services for the community.

- Goal CE2: A City of distinctive neighborhoods, districts, and corridors, where people choose to be.

- CE2-1 Development Projects. We require new development and redevelopment to create unique, high-quality places that add value to the community.

- CE2-5 Private Maintenance. We require adequate maintenance, upkeep, and investment in private property because proper maintenance on private property protects property values.

- CE2-6 Public Maintenance. We require the establishment and operation of maintenance districts or other vehicles to fund the long-term operation and maintenance of the public realm whether on private land, in rights-of-way, or on publicly owned property.

Community Design Element:

- Goal CD1: A dynamic, progressive city containing distinct neighborhoods and commercial districts that foster a positive sense of identity and belonging among residents, visitors, and businesses.

  - CD1-2 Growth Areas. We require development in growth areas to be distinctive and unique places within which there are cohesive design themes.

  - CD1-3 Neighborhood Improvement. We require viable existing residential and non-residential neighborhoods to be preserved, protected, and enhanced in accordance with our land use policies.

  - CD1-4 Transportation Corridors. We will enhance our major transportation corridors within the City through landscape, hardscape, signage, and lighting.

- Goal CD2: A high level of design quality resulting in public spaces, streetscapes, and developments that are attractive, safe, functional, and distinct.

  - CD2-1 Quality Architecture. We encourage all development projects to convey visual interest and character through:

    - Building volume, massing, and height to provide appropriate scale and proportion;
    - A true architectural style which is carried out in plan, section, and elevation through all aspects of the building and site design and appropriate for its setting; and
    - Exterior building materials that are visually interesting, high quality, durable, and appropriate for the architectural style.

  - CD2-2 Neighborhood Design. We create distinct residential neighborhoods that are functional, have a sense of community, emphasize livability and social interaction, and are uniquely identifiable places through such elements as:

    - A pattern of smaller, walkable blocks that promote access, activity, and safety;
    - Variable setbacks and parcel sizes to accommodate a diversity of housing types;
    - Traffic calming measures to slow traffic and promote walkability while maintaining acceptable fire protection and traffic flows;
    - Floor plans that encourage views onto the street and de-emphasize the visual and physical dominance of garages (introducing the front porch as the "outdoor living room"), as appropriate; and
    - Landscaped parkways, with sidewalks separated from the curb.

- CD2-3 Commercial Centers. We desire commercial centers to be distinctive, pedestrian friendly, functional, and vibrant with a range of businesses, places to gather, and connectivity to the neighborhoods they serve.

- CD2-5 Streetscapes. We design new and, when necessary, retrofit existing streets to improve walkability, bicycling and transit integration, strengthen connectivity, and enhance community identity through improvements to the public right of way such as sidewalks, street trees, parkways, curbs, street lighting and street furniture.

- CD2-7 Sustainability. We collaborate with the development community to design and build neighborhoods, streetscapes, sites, outdoor spaces, landscaping, and buildings to reduce energy demand through solar orientation, maximum use of natural daylight, passive solar and natural ventilation, building form, mechanical and structural systems, building materials and construction techniques.

- CD2-8 Safe Design. We incorporate defensible space design into new and existing developments to ensure the maximum safe travel and visibility on pathways, corridors, and open space and at building entrances and parking areas by avoiding physically and visually isolated spaces, maintenance of visibility and accessibility, and use of lighting.

- CD2-9 Landscape Design. We encourage durable landscaping materials and designs that enhance the aesthetics of structures, create, and define public and private spaces, and provide shade and environmental benefits.

- CD2-10 Surface Parking Areas. We require parking areas visible to or used by the public to be landscaped in an aesthetically pleasing, safe and environmentally sensitive manner. Examples include shade trees, pervious surfaces, urban run-off capture and infiltration, and pedestrian paths to guide users through the parking field.

- CD2-11 Entry Statements. We encourage the inclusion of amenities, signage and landscaping at the entry to neighborhoods, commercial centers, mixed use areas, industrial developments, and public places that reinforce them as uniquely identifiable places.

- CD2-12 Site and Building Signage. We encourage the use of sign programs that utilize complementary materials, colors, and themes. Project signage should be designed to effectively communicate and direct users to various aspects of the development and complement the character of the structures.

- Goal CD3: Vibrant urban environments that are organized around intense buildings, pedestrian and transit areas, public plazas, and linkages between and within developments that are conveniently located, visually appealing and safe during all hours.

- CD3-1 Design. We require that pedestrian, vehicular, bicycle and equestrian circulation on both public and private property be coordinated and designed to maximize safety, comfort, and aesthetics.

- CD3-2 Connectivity Between Streets, Sidewalks, Walkways and Plazas. We require landscaping and paving be used to optimize visual connectivity between streets, sidewalks, walkways, and plazas for pedestrians.

- CD3-6 Landscaping. We utilize landscaping to enhance the aesthetics, functionality and sustainability of streetscapes, outdoor spaces, and buildings.

- Goal CD5: A sustained level of maintenance and improvement of properties, buildings and infrastructure that protects the property values and encourages additional public and private investments.

- CD5-1 Maintenance of Buildings and Property. We require all public and privately owned buildings and property (including trails and easements) to be properly and consistently maintained.

- CD5-2 Maintenance of Infrastructure. We require the continual maintenance of infrastructure.

HOUSING ELEMENT COMPLIANCE: The Project will be 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, in that it will provide for urban lot splits and the construction of two-unit single-family development projects, and, under certain circumstances, provides for the conveyance of accessory dwelling units separate from the main dwelling, thereby further promoting alternate forms of home rental and fee-simple homeownership.

AIRPORT LAND USE COMPATIBILITY PLAN (ALUCP) COMPLIANCE: The California State Aeronautics Act (Public Utilities Code Section 21670 et seq.) requires that an Airport Land Use Compatibility Plan be prepared for all public use airports in the State; and requires that local land use plans and individual development proposals must be consistent with the policies set forth in the adopted Airport Land Use Compatibility Plan. On April 19, 2011, the City Council of the City of Ontario approved and adopted the Ontario International Airport Land use Compatibility Plan ("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. The proposed project is located within the Airport Influence Area of Ontario International Airport and was evaluated and found to be consistent with the policies and criteria of the ALUCP. Any special conditions of approval associated with uses in close proximity to the airport are included in the conditions of approval provided with the attached Resolution.

ENVIRONMENTAL REVIEW: The proposed Development Code Amendment is exempt from the requirements of the California Environmental Quality Act (CEQA) and the guidelines promulgated thereunder, pursuant to Section 15061(b)(3) of the CEQA Guidelines, in that the activity is covered by the common sense exemption (general rule) that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Exhibit A: DEVELOPMENT CODE AMENDMENT

PART I: Subparagraph B.2.c Development Code Section 2.02.025 (Time Limits and Extensions) shall be amended to read as follows:

"**c.** A discretionary permit or action may be granted Time Extensions in one-year increments, ~~for a period or periods~~ not to exceed a total of ~~5 years~~ three one-year time extensions, excepting tentative subdivision maps, which shall be subject to the provisions of GC Section 66452.6."

PART II: Subparagraph C.1.b(1) of Development Code Section 2.03.010 (Public Hearing Notification) shall be amended to read as follows:

"**(1)** ~~For large family daycare facilities, the area of notification shall be within 100 FT of the exterior boundaries of the property that is the subject of the hearing~~ For Minor Variances, the area of notification shall include all properties having a property line common with the affected property; and"

PART III: Development Code Section 4.02.080 (Minor Specific Plan Amendments) shall be amended to read as follows:

"4.02.080: Specific Plan Minor ~~Amendments~~ Adjustments and 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 ~~Amendment~~ Adjustments and Alterations application, and to impose reasonable conditions upon the approval of the application.

2. The following constitute minor ~~modifications~~ adjustments and/or 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 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 ~~changes~~ adjustments and/or 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 ~~changes~~ adjustments and/or alterations to design guidelines, which are intended to be conceptual in nature, and are clearly intended to be flexible in implementation;

e. Other ~~modifications~~ adjustments and/or 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 in street alignments and dimensions that as 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. A Specific Plan Minor Amendment 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 ~~Amendment~~ Adjustment and/or 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.

1. The proposed Specific Plan Minor ~~Amendment~~ Adjustment and/or 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 ~~Amendment~~ Adjustment and/or Alteration is reasonable and beneficial, and in the interest of good planning practice; and

3. The proposed Specific Plan Minor ~~Amendment~~ Adjustment and/or Alteration will not adversely affect the harmonious relationship with adjacent properties and land uses."

PART IV: Subsection C (Administrative Exceptions) of Development Code Section 4.02.020 (Administrative Exceptions, Minor Variances and Variances) shall be rescinded and all subsequent existing provisions of Development Code Section 4.02.020 shall be renumbered in correct alphanumeric order. Development Code Section 4.03.050 (Administrative Exceptions) shall be added to read as follows:

"4.03.050: 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:

(1) Minimum setback and separation requirements, excepting nonresidential setback requirements from property lines that are common with any residentially zoned property; and

(2) Off-street parking required for nonresidential land uses pursuant to Table 6.03-1 (Off-Street Parking Requirements).

c. An Administrative Exception shall not be approved for reductions from minimum lot size, lot dimensions, landscape coverage, or residential parking requirements, 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."

PART V: Development Code Section 4.02.035 (Fair Housing and Reasonable Accommodations) shall be rescinded and Development Code Section 4.03.055 (Fair Housing and Reasonable Accommodations) shall be added to read as follows:

"4.03.055: 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.

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. Application Filing, Processing and Hearing. A Fair Housing and Reasonable Accommodation 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 Fair Housing and Reasonable Accommodation request 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 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.

E. 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; 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."

PART VI: Paragraphs C.11 (Qualified Buyer) and C.12 (Qualified Nonprofit Corporation) of Development Code Section 5.03.010 (Accessory Dwelling Units) shall be added to read as stated below. All subsequent existing provisions contained in Subsection C (Definitions) shall be renumbered in correct alphanumeric order.

"**11**. Qualified Buyer. Persons and families of low or moderate income, as that term is defined in Health and Safety Code Section 50093.

12. Qualified Nonprofit Corporation. A nonprofit corporation organized pursuant to Internal Revenue Code Section 501(c)(3), which has received a welfare exemption under Revenue and Taxation Code Section 214.15, for properties intended to be sold to low-income families who participate in a special no-interest loan program."

PART VII: Paragraph E.4 (No Separate Conveyance) of Section 5.03.010 (Accessory Dwelling Units) shall be amended to read as follows:

"**4.** No Separate Sale or Conveyance. An ADU or JADU may be rented; however, no ADU or JADU may be sold or otherwise conveyed separately from the lot and the primary dwelling (in the case of a single-family lot) or from the lot and all other dwellings (in the case of a multiple-family lot), except as provided by Subsection H (Sale or Conveyance of ADUs Separate from the Primary Residence)of this Section."

PART VIII: Subsection H (Sale or Conveyance of ADUs Separate from the Primary Residence) of Section 5.03.010 (Accessory Dwelling Units) shall be added to read as follows:

"**H. Sale or Conveyance of ADUs Separate from the Primary Residence.** Notwithstanding Paragraph E.4 (No Separate Sale or Conveyance) of this Section, an ADU can be sold or conveyed separately from the primary residence to a qualified buyer; provided, all of the following conditions are met:

1. The ADU or the primary dwelling was built or developed by a qualified nonprofit corporation.

2. There is an enforceable restriction on the use of the land pursuant to a recorded contract between the qualified buyer and the qualified nonprofit corporation that satisfies all of the requirements specified in Revenue and Taxation Code Section 402.1(10(a).

3. The property is held pursuant to a recorded tenancy in common agreement that includes all of the following:

a. The agreement allocates to each qualified buyer an undivided, unequal interest in the property based on the size of the dwelling that each qualified buyer occupies.

b. A repurchase option that requires the qualified buyer to first offer the purchase of the ADU or primary dwelling to the qualified nonprofit corporation should the buyer desire to later sell or convey the property.

c. A requirement that the qualified buyer occupy the ADU or primary dwelling as the buyer's principal residence.

d. Affordability restrictions on the sale and conveyance of the accessory dwelling unit or primary dwelling that ensures the ADU and primary dwelling will be preserved for low-income housing for 45 years for owner-occupied housing units and will be sold or resold to a qualified buyer.

e. Delineation of all areas of the property that are for the exclusive use of a cotenant. Each cotenant shall agree not to claim a right of occupancy to an area delineated for the exclusive use of another cotenant, provided that the latter cotenant's obligations to each of the other cotenants have been satisfied.

f. Delineation of each cotenant's responsibility for the costs of taxes, insurance, utilities, general maintenance and repair, improvements, and any other costs, obligations, or liabilities associated with the property. This delineation shall only be binding on the parties to the agreement, and shall not supersede or obviate the liability, whether joint and several or otherwise, of the parties for any cost, obligation, or liability associated with the property where such liability is otherwise established by law or by agreement with a third party.

g. Procedures for dispute resolution among the parties before resorting to legal action.

4. A grant deed naming the grantor, grantee, and describing the property interests being transferred shall be recorded in the county in which the property is located. A Preliminary Change of Ownership Report shall be filed concurrently with this grant deed pursuant to Revenue and Taxation Code Section 480.3.

5. Notwithstanding the requirements of Paragraph G.2 (Utility Fees) of this Section, if requested by a utility providing service to the primary residence, the ADU shall be provided separate water, sewer, or electrical connection to that utility."

PART IX: Paragraph D.14 of Development Code Section 5.03.011 (Accessory Dwelling Units) shall be amended to read as follows:

"**14.** A lot developed with an Accessory Residential Structure shall maintain a useable rear yard as follows: ~~that is equal to a minimum of 10 percent of the net lot area. In addition, a~~

a. A traditional single-family dwelling shall maintain a useable rear yard area having minimum dimension of 20 FT in any horizontal direction; and

b. A small lot single-family dwelling shall maintain a useable rear yard having a minimum dimension of 10 FT in any horizontal direction."

PART X: Section 5.03.067 (Banquet Facilities - Historic Properties) shall be amended to read as follows:

"**A.** A banquet facility shall be allowed in all zoning districts within a commercial structure or on property designated as a local historic landmark, or a contributing structure within a designated historic district, established pursuant to Section 4.02.040 (Historic Preservation—Local Historic Landmark and Local District Designations, Historic Resource Tiering, and Architectural Conservations Areas) of this Development Code, and shall be subject to the regulations therein during the life of the permit, except that no banquet facility shall be allowed in the MU-1 (Downtown Mixed Use) zoning district.

B. The minimum number of parking spaces required shall be provided pursuant to Division 6.03 (Off-Street Parking and Loading) of this Development Code. A parking demand study may be prepared by a qualified traffic consultant or engineer to support a reduction in the required number of parking spaces. The intent is to provide lower, flexible parking standards wherever possible and appropriate. Consideration shall be given to shared parking systems, on and off-street parking resources, compatibility with historic patterns of development, and the availability of mass transit resources.

C. Live entertainment shall be prohibited. Request for live entertainment shall require conditional use permit approval by the Zoning Administrator. Karaoke, DJs, live musical acts, and other similar forms of entertainment are considered live entertainment. Amplified prerecorded music may be permitted; however, the sound emitted from the premises shall not be audible beyond the property lines of the business establishment.

D. Alcohol beverage sales shall be ~~prohibited. Request for service of alcohol beverage sales shall require a conditional use permit by the Zoning Administrator~~ allowed subject to the approval of a Conditional Use Permit issued pursuant to the requirements of Section 4.02.015 (Conditional Use Permits) and Section 5.03.025 (Alcoholic Beverage Sales) of this Development Code.

E. The applicant shall comply with all applicable building code regulations related to the change of use of the structure to a banquet facility."

PART XI: Subparagraph G.1 (Retail Sales Events) of Development Code Section 5.03.395 (Temporary and Interim Land Uses, Buildings, and Structures) shall be amended to read as follows:

"**1.** Retail Sales Events and Other Similar Business Events. Retail sales events and other similar business events, including but not limited to special outdoor sales, sidewalk sales, and parking lot sales, are subject to the following:

a. A retail sales event or other similar business event shall only be allowed in conjunction with a legally established business that has been operated for a period of at least 180 days prior to the retail sales event or other similar business event.

b. Retail sales events and other similar business events shall be limited to ~~the holiday sale periods of President's Day, Memorial Day, Independence Day, and Labor Day, and 4 additional periods~~ eight, one-week periods per calendar year, ~~for each~~ per business location. The ~~additional~~ one-week periods may be used consecutively, not to exceed a total of 56 days per calendar year.

~~**c.** Retail sales events shall be limited to maximum 7 days duration.~~

c. The outdoor display of merchandise shall be restricted to an area directly adjacent to the business' exterior storefront; however, in the case of shopping centers, when it is not practical for the outdoor display area to be located directly adjacent to the business front, the sale area shall be located in an area as close as practically possible, to the business' exterior storefront.

d. The display of merchandise shall not impede pedestrian or vehicular circulation.

e. All merchandise, materials, signs, and debris shall be removed from the outdoor area by 9:00AM following the last day of the retail sales event."

PART XII: Paragraph F.8 of Development Code Section 6.01.010 (Residential Zoning Districts) shall be amended to read as follows:

"**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."

PART XIII: Subsection G (Definition of Words Beginning with the Letter "G") of Development Code Section 9.01.010 (Terms and Phrases) shall be amended, revising the definition of "garage" as follows:

"Garage. An accessory structure or portion of a main structure that is fully enclosed ~~on 3 or more sides~~ and designed for the shelter or storage of motor vehicles."

PART XIV: Rescind Ordinance No. 3200, an urgency ordinance establishing standards for the development of Single-Family Two-Unit Projects and Urban Lot Splits, and Development Code Section 5.03.403 (Single-Family Two-Unit Projects) and Section 6.08.060 (Urban Lot Splits) shall be added to read as follows:

"Section 5.03.403: Single-Family Two-Unit Projects

A. Purpose. The purpose of this Section is to allow and appropriately regulate Single-Family Two-Unit Projects pursuant to GC Section 65852.21.

B. Definition. A "Two-Unit Project" means the development of two primary dwelling units or, if there is already a primary dwelling unit on the lot, the development of a second primary dwelling unit on a legally subdivided lot pursuant to the requirements of this Section.

C. Application.

1. Only individual property owners may apply for a Two-Unit Project. "Individual property owner" means a natural person holding fee title individually or jointly in the person's own name or a beneficiary of a trust that holds fee title. "Individual property owner" does not include any corporation or corporate person of any kind (partnership, LP, LLC, C corporation, S corporation, etc.) except for a community land trust (as defined by Revenue and Taxation Code Section 402.1(a)(11)(C)(ii)) or a qualified nonprofit corporation (as defined by Section 214.15).

2. An application for a Two-Unit Project shall be submitted on a City application form.

3. The applicant shall obtain a certificate of compliance with the Subdivision Map Act for the lot and provide the certificate with the application.

4. Only a complete application will be considered. The City will inform the applicant in writing of any incompleteness within 30 days following application submittal.

5. The City may establish a fee to recover its costs for adopting, implementing, and enforcing this Section of the Development Code, pursuant to applicable law. The City council may establish and change the fee by resolution. The fee shall be paid with the application.

D. Approval.

1. An application for a Two-Unit Project is approved or denied ministerially, by the Planning Director, without discretionary review.

2. The ministerial approval of a Two-Unit Project does not take effect until the City has confirmed that all required documents have been recorded, such as the deed restriction and easements.

3. The approval shall require the owner and applicant to hold the City harmless from all claims and damages related to the approval and its subject matter.

4. The approval shall require the owner and applicant to reimburse the City for all costs of enforcement, including attorneys' fees and costs associated with enforcing the requirements of this Development Code.

E. Requirements. A Two-Unit Project shall satisfy all of the following requirements:

1. Subdivision Map Act (SMA) Compliance. The lot shall have been legally subdivided.

2. Zoning District. The lot is in a single-family residential zoning district. For the purpose of this Section, the term "single-family residential zoning district" shall mean the LRD-5 (Low Density Residential – 2.1 to 5.0 DU/Acre) zoning district.

3. Lot Location. Pursuant to the GC Section 65913.4(a)(6)(B) through (K), the lot to be split shall not be located on a site that is any of the following:

a. Prime farmland, farmland of statewide importance, or land that is zoned or designated for agricultural protection or preservation by the voters.

b. A wetland.

c. Within a very high fire hazard severity zone, unless the site complies with all fire-hazard mitigation measures required by existing building standards.

d. A hazardous waste site that has not been cleared for residential use.

e. Within a delineated earthquake fault zone, unless all development on the site complies with applicable seismic protection building code standards.

f. Within a 100-year flood hazard area, unless the site has either:

(1) Been subject to a Letter of Map Revision prepared by the Federal Emergency Management Agency and issued to the local jurisdiction; or

(2) Meets Federal Emergency Management Agency requirements necessary to meet minimum flood plain management criteria of the National Flood Insurance Program.

g. Within a regulatory floodway, unless all development on the site has received a no-rise certification.

h. Land identified for conservation in an adopted natural community conservation plan, habitat conservation plan, or other adopted natural resource protection plan.

i. Habitat for protected species.

j. Land under conservation easement.

4. Not Historic. The lot shall not be a historic property or within a historic district that is included on the State Historic Resources Inventory. Nor may the lot be or be within a site that is designated by ordinance as a city or county landmark, or as a historic property or district.

5. No Impact on Protected Housing. The Two-Unit Project shall not require or include the demolition or alteration of any of the following types of housing:

a. Housing that is income-restricted for households of moderate, low, or very low income.

b. Housing that is subject to any form of rent or price control through a public entity's valid exercise of its policy power.

c. Housing, or a lot that used to have housing, that has been withdrawn from rental or lease under the Ellis Act (GC Sections 7060–7060.7) at any time in the 15 years prior to submission of the Urban Lot Split application.

d. Housing that has been occupied by a tenant in the last 3 years. The applicant and the owner of a property for which an Urban Lot Split is sought shall provide a sworn statement as to this fact with the application for the tentative parcel map. The City may conduct its own inquiries and investigation to ascertain the veracity of the sworn statement, including but not limited to, surveying owners of nearby properties; and the City may require additional evidence of the applicant and owner as necessary to determine compliance with this requirement.

6. Unit Standards.

a. *Quantity*.

(1) No more than two dwelling units of any kind may be built on a lot that results from an Urban Lot Split. For purposes of this paragraph, "unit" means any dwelling unit, including, but not limited to, a primary dwelling unit, a unit created pursuant to Section 5.03.403 (Two-Unit Projects) of this Development Code, or an ADU or JADU created pursuant to State law and Section 5.03.010 (Accessory Dwelling Unit) of this Development Code.

(2) A lot that is not created by an Urban Lot Split may have a Two-Unit Project as provided by this Section, plus any ADU or JADU that shall be allowed pursuant to State law and Section 5.03.010 (Accessory Dwelling Unit) of this Development Code.

b. *Unit Size*.

(1) The total floor area of each primary dwelling that is developed under this Section shall be a minimum of 500 SF in area and a maximum of 800 SF in area.

(2) A primary dwelling that was legally established on the lot prior to the Two-Unit Project and is larger than 800 SF is limited to the lawful floor area at the time of the Two-Unit Project. The unit may not be expanded.

(3) A primary dwelling that was legally established prior to the Two-Unit Project and is smaller than 800 SF may be expanded to 800 SF after or as part of the Two-Unit Project.

c. *Height Restrictions*.

(1) On a lot that is larger than 2,000 SF, no new primary dwelling unit may exceed one-story or 16 FT in height, measured from grade to peak of the structure.

(2) On a lot that is smaller than 2,000 SF, no new primary dwelling unit may exceed two-stories or 22 FT in height, measured from grade to peak of the structure. Any portion of a new primary dwelling that exceeds one story in height shall be stepped back by an additional 5 FT from the ground floor; no balcony deck or other portion of the second story may project into the stepback.

(3) No rooftop deck is permitted on any new or remodeled dwelling or structure on a lot with a Two-Unit Project.

d. *Demo Cap*. The Two-Unit Project shall not involve the demolition of more than 25 percent of the existing exterior walls of an existing dwelling unless the site has not been occupied by a tenant in the last 3 years.

e. *Lot Coverage*. [Include a lot coverage standard here if desired.] 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.

f. *Setback Requirements*.

(1) **Generally**. All setbacks shall conform to the minimum requirements of the underlying zoning district.

(2) **Exceptions**. Notwithstanding subpart E.6.f above:

(a) Existing Structures. No setback is required for an existing legally established structure or for a new structure that is constructed in the same location and to the same dimensions as an existing legally established structure.

(b) Cannot Preclude Construction of Two 800-SF Units and 4-FT Side/Rear Setbacks. The setbacks imposed by the underlying zoning district shall yield to the degree necessary to avoid physically precluding the construction of up to two units on the lot or either of the two units from being at least 800 SF in floor area; but in no event may any structure be less than 4 FT from a side or rear property line.

(3) **Front Setback Area**. Notwithstanding any other part of this code, dwellings that are constructed under this Section shall conform to the front setback requirement of the underlying zoning district. The front setback area shall:

(a) Be kept free from all structures greater than 3 FT high; and

(b) Allow for vehicular and fire-safety access to the front structure.

g. *Parking*. Each new primary dwelling unit shall have at least one off-street parking space per unit within a fully enclosed garage having

a minimum interior clear area measuring 10 FT in width and 20 FT in length, unless one of the following applies:

(1) The lot is located within one-half mile walking distance of either

(a) A corridor with fixed route bus service with service intervals no longer than 15 minutes during peak commute hours or

(b) A site that contains:

(i) An existing rail or bus rapid transit station,

(ii) A ferry terminal served by either a bus or rail transit service, or

(iii) The intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods.

(2) The site is located within one block of a permanently established car-share vehicle pickup/drop-off location.

h. *Architecture*.

(1) If there is a legal primary dwelling on the lot that was established before the Two-Unit Project, any new primary dwelling unit shall match the existing primary dwelling unit with respect to exterior materials, finishes, color, and dominant roof pitch. The dominant roof pitch means the slope shared by the largest portion of the roof.

(2) If there is no legal primary dwelling on the lot before the Two-Unit Project, and if two primary dwellings are developed on the lot, the dwellings shall match each other with respect to exterior materials, finishes, color, and dominant roof pitch. The dominant roof pitch means the slope shared by the largest portion of the roof.

(3) All exterior lighting shall be limited to down-lights.

(4) No window or door of a dwelling that is constructed on the lot may have a direct line of sight to an adjoining residential property. Decorative masonry block walls, dense

landscaping, or privacy glass may be used to provide screening and prevent a direct line of sight.

(5) If any portion of a dwelling is less than 30 FT from a property line that is not a public street right-of-way line, then all windows and doors in that portion shall either be (for windows) clerestory with the bottom of the glass at least 6 FT above the finished floor, or (for windows and doors) utilize frosted or obscure glass.

i. *Walls, Fences, and Obstructions*.

(1) A lot comprising a Two-Unit Project shall be provided with 6-FT high decorative masonry block walls (reduced to 3 FT in height within front setback areas) at the following locations:

(a) Interior side and rear lot lines of each lot; and

(b) Street side property lines and along the rear property line of through lots, setback a minimum of 5 FT behind the sidewalk.

(2) The construction and maintenance of walls, fences, and other obstructions shall comply with the requirements of Chapter 6.0 (Development and Subdivision Regulations), (Division 6.02 (Walls, Fences, and Obstructions) of this Development Code.

j. *Landscaping*. A lot comprising a Two-Unit Project shall be fully landscaped and provided with a permanent automatic irrigation system pursuant to the requirements Chapter 6.0 (Development and Subdivision Regulations), Division 6.05 (Landscaping) of this Development Code.

k. *Nonconforming Conditions*. A Two-Unit Project shall be approved only if all nonconforming zoning conditions are corrected.

l. *Utilities*.

(1) Each primary dwelling unit on the resulting lots shall have its own direct utility connection to the utility service provider.

(2) Each primary dwelling unit on the resulting lots that is or that is proposed to be connected to an onsite wastewater treatment system shall first have a percolation test completed

within the last 5 years or, if the percolation test has been recertified, within the last 10 years.

m. *Building & Safety*. All structures built on a lot comprising a Two-Unit Project shall comply with all current local building standards. A project under this Section is a change of use and subjects the whole of the lot, and all structures, to the City's current code.

7. Fire-Hazard Mitigation Measures. A lot in a very high fire hazard severity zone shall comply with each of the following fire-hazard mitigation measures:

a. It shall have direct access to a public street right-of-way with a paved street with a width of at least 40 FT. The public street right-of-way shall have at least two independent points of access for fire and life safety to access and for residents to evacuate.

b. All dwellings on the site shall comply with current fire code requirements for dwellings in a very high fire hazard severity zone.

c. All enclosed structures on the site shall have fire sprinklers.

d. All sides of all dwellings on the site shall be within a 150-FT hose-pull distance from either the public street right-of-way or of an onsite fire hydrant or standpipe.

e. If the lot does not have a swimming pool, the lot shall have a water reservoir of at least 5,000 gallons per dwelling, with fire-authority approved hookups compatible with fire-authority standard pump and hose equipment.

8. Separate Conveyance.

a. Primary dwelling units on the lot may not be owned or conveyed separately from each other.

b. Condominium airspace divisions and common interest developments are prohibited.

c. All fee interest in a lot and all dwellings on the lot shall be held equally and undivided by all individual property owners.

9. Regulation of Uses.

a. *Residential-Only*. No non-residential use is permitted on the lot.

b. *No Short Term Rentals*. No dwelling unit on a lot comprising a Two-Unit Project shall be rented for a period of less than 30 days.

c. *Owner Occupancy*. Unless the lot comprising a Two-Unit Project was formed by an Urban Lot Split, the individual property owners of a lot with a Two-Unit Project shall occupy one of the dwellings on the lot as the owners' principal residence and legal domicile.

10. Notice of Construction.

a. At least 30 business days before starting any construction of a Two-Unit Project, the property owner shall give written notice to all the owners of record of each of the adjacent residential parcels, which notice shall include the following information:

(1) Notice that construction has been authorized,

(2) The anticipated start and end dates for construction,

(3) The hours of construction,

(4) Contact information for the project manager (for construction-related complaints), and

(5) Contact information for the Building & Safety Department.

b. This notice requirement does not confer a right on the noticed persons or on anyone else to comment on the project before permits are issued. Approval is ministerial. Under state law, the City has no discretion in approving or denying a particular project under this Section. This notice requirement is purely to promote neighborhood awareness and expectation.

11. Deed Restriction. The owner shall record a deed restriction, acceptable to the City, that does each of the following:

a. Expressly prohibits any rental of any dwelling on the property for a period of less than 30 days.

b. Expressly prohibits any non-residential use of the lot.

c. Expressly prohibits any separate conveyance of a primary dwelling on the property, any separate fee interest, and any common interest development within the lot.

d. If the lot is not created by an Urban Lot Split: Expressly requires the individual property owners to live in one of the dwelling units on the lot as the owners' primary residence and legal domicile.

e. States that the property is formed by an Urban Lot Split and is therefore subject to the City's Urban Lot Split regulations, including all applicable limits on dwelling size and development.

F. Specific Adverse Impacts.

1. Notwithstanding anything else in this Section, the City may deny an application for a Two-Unit Project if the building official makes a written finding, based on a preponderance of the evidence, that the project would have a "specific, adverse impact" on either public health and safety or on the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact.

2. The term "specific adverse impact" has the same meaning as in GC Section 65589.5(d)(2): "a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete" and does not include (1) inconsistency with the zoning ordinance or general plan land use designation or (2) the eligibility to claim a welfare exemption under Revenue and Taxation Code Section 214(g).

3. The building official may consult with and be assisted by planning staff and others as necessary in making a finding of specific, adverse impact.

G. Remedies. If a Two-Unit Project violates any part of this Development Code or any other legal requirement:

1. The buyer, grantee, or lessee of any part of the property has an action for damages or to void the deed, sale, or contract.

2. The City may:

a. Bring an action to enjoin any attempt to sell, lease, or finance the property.

b. Bring an action for other legal, equitable, or summary remedy, such as declaratory and injunctive relief.

c. Pursue criminal prosecution, punishable by imprisonment in county jail or state prison for up to one year, by a fine of up to $10,000, or both; or a misdemeanor.

d. Record a notice of violation.

e. Withhold any or all future permits and approvals.

f. Pursue all other administrative, legal, or equitable remedies that are allowed by law, this Development Code, or the City's Municipal Code."

"**Section 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. An "Urban Lot Split" means 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 & Safety*. All structures built on a lot resulting from an Urban Lot Split shall comply with all current local building standards. An Urban Lot Split is a change of use.

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.

b. 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 the lots created by the 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."

PART XV: Development Code Table 2.02-1 (Review Matrix) shall be amended to read as follows:

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*	*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**	
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**	

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6. Specific Plans and Amendments **[1]** (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. Administrative Exceptions (Ref: ODC Section 4.02.020.C)~~				~~**X**~~				~~**A**~~	~~**A**~~	
2. Billboard Relocation Agreements **[1]** (Ref: ODC Section 4.02.010)								**R**	**X**	
3. 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**	
4. Density Bonus and Other Incentives per ODC Section 6.01.010.G (Density Bonus and Other Incentives) **[1]**								**R**	**X**	
5. Development Plans (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**	
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**	

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Applications, Actions, Decisions and Processes	***Reviewing Authorities [4]***									
	PLANNING DIRECTOR	***City Engineer***	***Building Official***	***Zoning Administrator [2]***	***Development Advisory Board***	***Historic Preservation Subcommittee [2] [11]***	***Historic Preservation Commission [11]***	***Planning Commission [11]***	***City Council [11]***	***Ontario International Airport Authority***
d. 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 **[1]**					**R**			**X**	**A**	
f. All others					**X**			**A**	**A**	
6. Extensions of Legal Nonconforming Status **[1]** (Ref: ODC Section 4.02.030)				**X**				**A**	**A**	
~~**7.** Fair Housing and Reasonable Accommodation (Ref: ODC Section 4.02.035)~~				~~**X**~~				~~**A**~~	~~**A**~~	
8. 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) **[1]**						**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]***									
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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**	
9. Interpretations and Land Use Determinations (Ref: ODC Section 1.02.010)				**X**				**A**	**A**	
10. Master Plans and Amendments **[1]** (Ref: ODC Section 4.02.070)								**R**	**X**	
11. Minor Variances (Ref: ODC Section 4.02.020.D)				**X**				**A**	**A**	
12. Nonconforming Structure Reconstruction **[1]** (Ref: ODC Section 3.01.020)								**X**	**A**	
13. Parking Reduction (Ref: ODC Section 6.03.025)								**X**	**A**	
14. Sign Programs (Ref: ODC Section 4.02.075)	**X**							**A**	**A**	
15. Specific Plan Minor Amendments (Ref: ODC Section 4.02.080)	**X**							**A**	**A**	

Table 2.02-1: Review Matrix

Applications, Actions, Decisions and Processes	*Reviewing Authorities [4]*									
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16. 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]**	
17. Subdivisions										
a. Lot Merger (Merger of Contiguous Parcels) **[1]** (Ref: ODC Section 4.02.085)					**R**			**X**	**A**	
b. Reversions to Acreage **[1]** (Ref: ODC Section 4.02.090)					**R**			**X**	**A**	
c. Tentative Tract and Parcel Maps, and Vesting Maps **[1]** (Ref: ODC Section 4.02.095)					**R**			**X**	**A**	
d. Tentative Tract and Parcel Map Time Extensions (Ref: ODC Section 2.02.025.A.3 & 4)					**R**			**X**	**A**	
18. Time Extensions, excepting tentative subdivision maps (Ref: ODC Section 2.02.025)	**X**							**A**	**A**	
19. Variances (Ref: ODC Section 4.02.020.E)										
a. Homeowner **[1]**				**X**				**A**	**A**	
b. Other **[1]**					**R**			**X**	**A**	
C. MINISTERIAL (ADMINISTRATIVE) PERMITS AND DECISIONS										
1. Administrative Exceptions (Ref: ODC Section 4.02.020.C)	**X**							**A**	**A**	
2. Administrative Use Permits (Ref: ODC Section 4.03.015)	**X**									
3. Airport Land Use Compatibility Plan (ALUCP) Interagency Reviews **[7]** (Ref: ALUCP)	**X**								**A[8]**	
4. Business License - Zoning/Land Use Compliance (Ref: OMC 3-1.129 (Zoning Compliance)	**X**							**A**	**A**	
5. Development Applications within the ONT zoning district	**X**									
6. Landscape and Irrigation Plans (Ref. ODC Section 6.05.005)	**X**							**A**	**A**	
7. Off-Site (Public) Improvement Plans (Ref: ODC Section 6.08.040)		**X**						**A**	**A**	
8. Other Plan Checks required by this Development Code	**X**							**A**	**A**	

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Applications, Actions, Decisions and Processes	*Reviewing Authorities [4]*									
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9. Shopping Cart Retention Plans (Ref: ODC Section 6.11.020)	X							A	A	
10. Sign Plans (Ref: ODC Section 4.03.020)	X							A	A	
11. Single-Family Two-Unit Developments (Ref: ODC Section 5.03.403)	X							A	A	
12. 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	
13. Tier 1 wireless telecommunications facility pursuant to ODC Section 5.03.420 (Wireless Telecommunications Facilities)				X				A	A	
14. Wall, Fence, and Obstructions Plans (Ref. ODC Section 6.02.005)	X							A	A	
15. Fair Housing and Reasonable Accommodation (Ref: ODC Section 4.02.035)	X							A	A	
D. ENVIRONMENTAL DETERMINATIONS AND ACTIONS										
1. Environmental Impact Reports (EIRs) (Ref: CCR Section 15080 et seq.)								X[3]	X[3]	
2. Exempt Projects (Ref: CCR Section 15300 et seq.)	X[3]			X[3]	X[3]	X[3]	X[3]	A	A	

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Applications, Actions, Decisions and Processes	***Reviewing Authorities [4]***									
	PLANNING DIRECTOR	***City Engineer***	***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. 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 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;*
- *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; ~~and~~*
- *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.

PART XVI: Development Code Table 2.03-1 (Notification Matrix) shall be amended to read as follows:

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**
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**

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*
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.** Administrative Exceptions (Ref: ODC Section 4.02.020.C)~~	~~X~~			
2. Billboard Relocation Agreements **[1]** (Ref: ODC Section 4.02.010)	X			
3. 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	
4. Density Bonus and Other Incentives per ODC Section 6.01.010.G (Density Bonus and Other Incentives) **[1]**		X	X	
5. Development Plans (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		
b. Commercial developments, and developments in the CIV, OS-R, OS-C and UC zoning districts, greater than 500 SF in area		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*
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 5.03.415 (Wireless Telecommunications Facilities) of this Development Code				
(1) Tier 2 facilities		X		
(2) Tier 3 facilities **[1]**		X	X	
f. All others		X		
6. Extensions of Legal Nonconforming Status **[1]** (Ref: ODC Section 4.02.030)		X	X	
~~**7.** Fair Housing and Reasonable Accommodation Ref: ODC Section 4.02.035)~~	~~X~~			
8. 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	

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*
d. Conservation Plans (Ref: ODC Section 4.02.060)		X		
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			
9. Interpretations and Land Use Determinations (Ref: ODC Section 1.02.010)	X			
10. Master Plans and Amendments **[1]** (Ref: ODC Section 4.02.070)		X	X	X
11. Minor Variances **[5]** (Ref: ODC Section 4.02.020.D)		X	X	
12. Nonconforming Structure Reconstruction **[1]** (Ref: ODC Section 3.01.020)		X	X	
13. Parking Reduction (Ref: ODC Section 6.03.025)	X			
14. Sign Programs (Ref: ODC Section 4.02.075)	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. Specific Plan Minor Amendments (Ref: ODC Section 4.02.080)	X			
16. Stays of Permit Approval Time Limit (Ref: ODC Section 2.02.025.A.8)	X			
17. 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		
18. Time Extensions, excepting tentative subdivision maps (Ref: ODC Section 2.02.025)	X			
19. 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 4.02.020.C)	X			
2. Administrative Use Permit (Ref: ODC Section 4.02.015)	X			
3. Airport Land Use Compatibility Plan (ALUCP) Interagency Reviews **[4]** (Ref: ALUCP)	X			
4. Fair Housing and Reasonable Accommodation Ref: ODC Section 4.02.035)	X			
5. Landscape and Irrigation Documentation Plans (Ref. ODC Section 6.05.015)	X			
6. Off-Site (Public) Improvement Plans (Ref: ODC Section 6.08.040)	X			
7. Sign Plans (Ref: ODC Section 4.03.020)	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*
8. Single-Family Two-Unit Developments (Ref: ODC Section 5.03.403)	X			
9. 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 Section 6.06.010)	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 Split (Ref: ODC Section 6.08.060)	X			
10. Tier 1 wireless telecommunications facility pursuant to ODC Section 5.03.415 (Wireless Telecommunications Facilities)	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			
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] A Large Family Day Care facility shall require notification pursuant to Subparagraph 2.03.010.C.1.b(1) of this Division.

[4] Refer to the LA/Ontario International Airport Land Use Compatibility Plan for procedures for application processing and administration, and appeals processing.

[5] A Minor Variance shall require notification pursuant to Paragraph 4.02.020.D.3 (Application Filing, Processing and Hearing) of this Development Code.

PART XVII: Development Code Table 8.01-1 (Sign Regulation Matrix) shall be amended, revising the Special Regulations for Retail Sales Events in Commercial zoning districts (Subparagraph C.1.c[2]) and Industrial zoning districts (Subparagraph E.1.c[2]), to read as follows:

"[2] Retail Sales Events and Other Similar Business Events. A retail sales event or other similar business event permitted pursuant to Subparagraph 5.03.395.G.1 of this Development Code, may be allowed temporary signage for maximum of eight, one-week periods per calendar year ~~7 days duration during the specified "holiday sale periods," and during the specified "additional periods" for which a Temporary Use Permit has been issued~~, not to exceed a total of 56 days per calendar year. ~~Each "additional period" may be used consecutively with "holiday sale periods," not to exceed a total of 6 consecutive periods (42 consecutive days).~~

PART XVIII: Development Code Table 5.02-1 (Land Use Matrix) shall be amended as shown in Exhibit A: Portion of Table 5.02-1 (Land Use Matrix), of this attachment.

Exhibit A: Portion of Table 5.02-1 (Land Use Matrix)

		Residential Zoning Districts				Commercial Zoning Districts							Mixed Use Zoning Districts							Industrial Zoning Districts					Specialized Use and Overlay Zoning Districts								
													MU-1																			
2012 2022 NAICS Code	Land Uses, Activities, and Facilities Note: In addition to the requirements of this Table, properties located within the Airport Influence Area (AIA) established by the LA/Ontario International Airport Land Use Compatibility Plan (ALUCP) shall be subject to the land use requirements and standards of the ALUCP.	AR-2 & RE-2	RE-4 & LDR-5	MDR-11, 18 & 25	HDR-45	CS	CN	CC	CR	CCS	OL	OH	LUA-1	LUA-2N	LUA-2S	LUA-3	LUA-4	MU-2	MU-11	BP	IP	IL	IG	IH	AG	CIV	MHP	ONT	OS-C	OS-R	RC	UC	Additional Regulations
61	EDUCATION SERVICES																															
611	Educational Services																															
6115	Technical, ~~and~~ Trade, and Vocational Schools	---	---	---	---	---	---	C	C	---	---	C	---	---	---	---	C	C	C	C	C	C	C	---	---	C	---	---	---	---	---	---	
62	HEALTH CARE AND SOCIAL ASSISTANCE																															
623	Nursing and Residential Care Facilities																															
6239	Other Residential Care Facilities for 6 or fewer persons (includes facilities providing adult residential care services, which do not require a State-issued license to operate, such as but not limited to group homes for the hearing or visually impaired, ~~child group foster homes,~~ halfway group homes for ex-offenders, group homes for unwed mothers, group homes for the disabled without nursing care, ~~orphanages, etc~~ and sober living facilities.)	*P	*P	*P	*P	---	---	---	---	---	---	---	*P	*P	*P	*P	---	*P	*P	---	---	---	---	---	*P	---	---	---	---	---	---	---	* Allowed only in conjunction with an existing single-family residence. See Section 5.03.345 (Residential Care Facilities, Other—6 or Fewer Persons)
	~~• 6 or fewer persons~~	~~*P~~	~~*P~~	~~*P~~	~~*P~~	~~---~~	~~---~~	~~---~~	~~---~~	~~---~~	~~---~~	~~---~~	~~*P~~	~~*P~~	~~*P~~	~~*P~~	~~---~~	~~*P~~	~~*P~~	~~---~~	~~---~~	~~---~~	~~---~~	~~---~~	~~*P~~	~~---~~	~~---~~	~~---~~	~~---~~	~~---~~	~~---~~	~~---~~	~~* Allowed only in conjunction with an existing single-family residence.~~ ~~See Section 5.03.345 (Residential Care Facilities, Other—6 or Fewer Persons)~~
	~~• More than 6 persons~~	~~---~~	~~---~~	~~---~~	~~C~~	~~---~~	~~---~~	~~C~~	~~---~~	~~---~~	~~---~~	~~---~~	~~---~~	~~---~~	~~---~~	~~---~~	~~---~~	~~---~~	~~C~~	~~---~~	~~---~~	~~---~~	~~---~~	~~---~~	~~---~~	~~---~~	~~C~~	~~---~~	~~---~~	~~---~~	~~---~~	~~---~~	

RESOLUTION NO. PC22-019

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ONTARIO, CALIFORNIA, RECOMMENDING THE CITY COUNCIL APPROVE FILE NO. PDCA22-003, A DEVELOPMENT CODE AMENDMENT REVISING AND CLARIFYING CERTAIN PROVISIONS ADDRESSING [1] TIME EXTENSIONS FOR DISCRETIONARY PROJECTS (SECTION 2.02.025.B.2.C); [2] PUBLIC NOTIFICATION REQUIREMENTS FOR MINOR VARIANCES (SECTION 2.03.010); [3] ADMINISTRATIVE EXCEPTIONS (SECTIONS 4.02.020 AND 4.03.050, AND TABLES 2.02-1 AND 2.03-1); [4] SPECIFIC PLAN MINOR AMENDMENTS (SECTION 4.02.080); [5] HOUSING AND REASONABLE ACCOMMODATIONS (SECTIONS 4.02.035 AND 4.03.055, AND TABLES 2.02-1 AND 2.03-1); [6] ACCESSORY DWELLING UNITS (SECTION 5.03.010); [7] MINIMUM USEABLE REAR YARD AREA FOR SINGLE-FAMILY DWELLINGS (SECTION 5.03.011); [8] BANQUET FACILITIES ON HISTORIC PROPERTIES (SECTION 5.03.067); [9] RETAIL SALES EVENTS (SECTION 5.03.395 AND TABLE 8.01-1); [10] CONVERSION OF GARAGES TO ACCOMMODATE ACCESSORY DWELLING UNITS (SECTION 6.01.010); [11] DEFINITION FOR “GARAGE” (SECTION 9.01.010.G); [12] SINGLE-FAMILY TWO-UNIT PROJECTS AND URBAN LOT SPLITS, RESCINDING URGENCY ORDINANCE NO. 3200 AND ADOPTING STANDARDS (SECTIONS 5.03.403 AND 6.08.060, AND TABLES 2.02-1 AND 2.03-1); AND [13] CERTAIN ALLOWED LAND USES (TABLE 5.02-1), AND MAKING FINDINGS IN SUPPORT THEREOF.

WHEREAS, The City of Ontario ("Applicant") has initiated a Development Code Amendment, File No. PDCA22-003, as described in the 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, certain clarifications and revisions to the City of Ontario Development Code are proposed, as follows:

(1) Provisions addressing time extension limits for discretionary projects (Development Code Section 2.02.025.B.2.c) will be revised to clarify that a total of three one-year time extensions may be granted for discretionary actions, such as Development Plans, Conditional Use Permits, and Variances. Time extensions for Tentative Tract and Parcel Maps will continue to be subject to the requirements of the State's Subdivision Map Act.

(2) Public notification requirements for Minor Variances will be added to clarify that the notification of the owners of any property that abuts a property with a proposed Minor Variance will be required to be notified of the proposed application (Development Code Section 2.03.010).

(3) Development Code provisions governing Specific Plan Minor Amendments will be retitled as "Specific Plan Minor Adjustments and Alterations" to help clarify the limited scope of the application (Development Code Section 4.02.080).

(4) The current Development Code provisions governing Administrative Exceptions are incorrectly classified as requiring a discretionary action and will, therefore, be rescinded. New provisions are proposed that correctly establish Administrative Exceptions as a ministerial action (Development Code Sections 4.02.020 and 4.03.050, and Tables 2.02-1 and 2.03-1).

(5) The current Development Code provisions governing Housing and Reasonable Accommodations are incorrectly classified as requiring a discretionary action and will, therefore, be rescinded. New provisions are proposed that correctly establish Housing and Reasonable Accommodations as a ministerial action (Development Code Sections 4.02.035 and 4.03.055, and Tables 2.02-1 and 2.03-1).

(6) Development Code provisions governing Accessory Dwelling Units (ADUs) will be modified, adding the requirements of Assembly Bill 345, which allows for the separate conveyance of an ADU separate from the primary residence if the ADU or primary dwelling was built or developed by a qualified nonprofit corporation and certain conditions are met (Development Code Section 5.03.010).

(7) The current Development Code provisions stipulating the minimum useable rear yard area for single-family dwellings will be simplified, requiring that a traditional single-family dwelling maintain a useable rear yard area having minimum dimension of 20 FT in any horizontal direction and small lot single-family dwelling maintain a useable rear yard having a minimum dimension of 10 FT in any horizontal direction (Development Code Section 5.03.011). This revision has been proposed eliminate a conflict with current ADU provisions.

(8) Current Development Code provisions governing banquet facilities established in conjunction with commercial structures on historic properties will be amended to clarify that no banquet facilities shall be allowed in the MU-1 (Downtown Mixed Use) zoning district (Development Code Section 5.03.067). This revision will eliminate an existing conflict with Development Code Table 5.02-1 (Land Use Matrix).

(9) Current Development Code provisions governing Retail Sales Events will be modified to clarify that the provisions also cover "other similar business events." Additionally, the current provisions that limit such events to the holiday sale periods of President's Day, Memorial Day, Independence Day, Labor Day, and four additional periods per year will be amended, eliminating the four stated holidays, and allowing a maximum of eight, one-week periods per calendar year (Development Code Section 5.03.395 and Table 8.01-1).

(10) Current Development Code provisions stipulating that no garage can be converted to another use unless a replacement garage is constructed on-site will be clarified to provide that a garage conversion that accommodates an ADU is exempt from the replacement garage requirement (Development Code section 6.01.010). This revision will eliminate a conflict with the Development Code's current ADU provisions, as well as a conflict with State law.

(11) The current Development Code definition for "garage" will be amended to clarify that a garage must be enclosed on all four sides (Development Code Section 9.01.010.G).

(12) Urgency Ordinance No. 3200 was adopted by the City Council on December 21, 2021, establishing standards for single-family two-unit projects and urban lot splits in accordance with State law (Senate Bill 9). This Development Code Amendment will rescind the urgency ordinance and adopt permanent standards to be included in the Development Code (Development Code Sections 5.03.403 and 6.08.060, and Tables 2.02-1 and 2.03-1).

(13) Amend provisions for certain allowed land uses, as follows (Development Code Table 5.02-1):

(a) Technical, Trade and Vocational Schools — Conditionally permit technical, trade and vocational schools in the IG (General Industrial) zoning district. This revision would allow for the location of technical, trade and vocational schools that specialize in education and training for industrial-related industries, such as motor vehicle fabrication, repair, maintenance, and customization; truck driving; forklift driving and operation; and other industrial activities

(b) Other Residential Care Facilities — Prohibit adult residential care facilities for more than 6 persons, which do not require a State-issued license to operate, such as but not limited to group homes for the hearing or visually impaired, halfway group

homes for ex-offenders, group homes for unwed mothers, group homes for the disabled without nursing care, and group sober living facilities; and

WHEREAS, the Application is a project pursuant to the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) ("CEQA"); and

WHEREAS, the Project is exempt from CEQA pursuant to a categorical exemption (listed in CEQA Guidelines Article 19, commencing with Section 15300) and the application of that categorical exemption is not barred by one of the exceptions set forth in CEQA Guidelines Section 15300.2; and

WHEREAS, Ontario Development Code Table 2.02-1 (Review Matrix) grants the City Council the responsibility and authority to review and act on the subject Application; and

WHEREAS, the Project is located within the Airport Influence Area of Ontario International Airport, which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and is subject to, and must be consistent with, the policies and criteria set forth in the Ontario International Airport Land Use Compatibility Plan, which applies only to jurisdictions within San Bernardino County, and addresses the noise, safety, airspace protection, and overflight impacts of current and future airport activity; and

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

WHEREAS, on April 26, 2022, the Planning Commission of the City of Ontario conducted a hearing to consider the Project, and concluded said hearing on that date; and

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

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

SECTION 1: ***Environmental Determination and Findings.*** As the recommending authority for the Project, the Planning Commission has reviewed and considered the information contained in the administrative record for the Project. Based upon the facts and information contained in the administrative record, including all written and oral evidence presented to the Planning Commission, the Planning Commission finds as follows:

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

(2) The Project 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 of CEQA exemption reflects the independent judgment of the City Council.

SECTION 2: ***Housing Element Compliance.*** The Project will be 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, in that it will provide for urban lot splits and the construction of two-unit single-family development projects, and, under certain circumstances, provides for the conveyance of accessory dwelling units separate from the main dwelling, thereby further promoting alternate forms of home rental and fee-simple homeownership.

SECTION 3: ***Ontario International Airport Land Use Compatibility Plan ("ALUCP") Compliance.*** The California State Aeronautics Act (Public Utilities Code Section 21670 et seq.) requires that an Airport Land Use Compatibility Plan be prepared for all public use airports in the State; and requires that local land use plans and individual development proposals must be consistent with the policies set forth in the adopted Airport Land Use Compatibility Plan. On April 19, 2011, the City Council of the City of Ontario approved and adopted the 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 authority for the Project, the Planning Commission has reviewed and considered the facts and information contained in the Application and supporting documentation against the ALUCP compatibility factors, including [1] Safety Criteria (ALUCP Table 2-2) and Safety Zones (ALUCP Map 2-2), [2] Noise Criteria (ALUCP Table 2-3) and Noise Impact Zones (ALUCP Map 2-3), [3] Airspace protection Zones (ALUCP Map 2-4), and [4] Overflight Notification Zones (ALUCP Map 2-5). As a result, the PLANNING COMMISSION, therefore, finds and determines that the Project, when implemented in conjunction with the conditions of approval, will be consistent with the policies and criteria set forth within the 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 Priorities components of The Ontario Plan. The Development Code Amendment will: (a) promote public participation and foster greater transparency in decision making as encouraged by The Ontario Plan; (b) serve to encourage pedestrian friendly, functional, and vibrant commercial development with a range of businesses, places to gather, and connectivity to the neighborhoods they serve, as promoted by Community Design Element CD2-3, Commercial Centers; and (c) provide 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 LU1-6, Complete Community.

(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 APPROVE the herein described Development Code Amendment, File No. PDCA22-003, amending the City of Ontario Development Code as stipulated in “Attachment A”, incorporated herein by this reference..

SECTION 6: ***Indemnification.*** The Applicant shall agree to defend, indemnify, and hold harmless, the City of Ontario or its agents, officers, and employees from any claim, action or proceeding against the City of Ontario or its agents, officers or employees to attack, set aside, void, or annul this approval. The City of Ontario shall promptly notify the applicant of any such claim, action, or proceeding, and the City of Ontario shall cooperate fully in the defense.

SECTION 7: ***Custodian of Records.*** The documents and materials that constitute the record of proceedings on which these findings have been based are located at the City of Ontario City Hall, 303 East “B” Street, Ontario, California 91764. The custodian for these records is the City Clerk of the City of Ontario.

SECTION 8: ***Certification to Adoption.*** The Secretary shall certify to the adoption of the Resolution.

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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 26th day of April 2022, and the foregoing is a full, true and correct copy of said Resolution, and has not been amended or repealed.

Jim Willoughby
Planning Commission Chairman

ATTEST:

Rudy Zeledon
Planning Director and
Secretary to the Planning Commission

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

I, Gwen Berendsen, Secretary Pro Tempore of the Planning Commission of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. PC22-019, was duly passed and adopted by the Planning Commission of the City of Ontario at their regular meeting held on April 26, 2022, by the following roll call vote, to wit:

AYES: Anderson, Dean, DeDiemar, Lampkin, Ricci, Willoughby

NOES: None

ABSENT: Gage

ABSTAIN: None

Gwen Berendsen
Secretary Pro Tempore

ATTACHMENT A:
Development Code Amendment
File No. PDCA22-003;

PART I: Subparagraph B.2.c of Development Code Section 2.02.025 (Time Limits and Extensions) shall be amended to read as follows:

"**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."

PART II: Subparagraph C.1.b(1) of Development Code Section 2.03.010 (Public Hearing Notification) shall be amended to read as follows:

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

PART III: Subsection D (Minor Variances) of Development Code Section 4.02.020 (Departures from Development Standards) shall be amended to read as follows:

C. Minor Adjustments and Alterations.

1. Purpose. Minor Adjustments and 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 and 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 Adjustments and Alterations, and to impose reasonable conditions upon the approval of the application.

b. Minor Adjustments and 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 Adjustments and Alterations 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 Adjustments and Alterations 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 Adjustments and Alterations 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 or an affected person.

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 Adjustments and Alterations no less than 10 days following distribution of the notice required by Subparagraph C.3.b, above.

4. Findings and Decision. A Minor Adjustments and 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.

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 Adjustments and Alterations 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 Adjustments and Alterations 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 Variance, 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.

PART IV: Development Code Section 4.02.080 (Minor Specific Plan Amendments) shall be amended to read as follows:

"4.02.080: Specific Plan Minor Adjustments and 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 and Alterations application, and to impose reasonable conditions upon the approval of the application.

2. The following constitute minor adjustments and/or 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 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 and/or 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 and/or alterations to design guidelines, which are intended to be conceptual in nature, and are clearly intended to be flexible in implementation;

e. Other adjustments and/or 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 in street alignments and dimensions that as 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. A Specific Plan Minor Amendment 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 Adjustment and/or 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.

1. The proposed Specific Plan Minor Adjustment and/or 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 and/or Alteration is reasonable and beneficial, and in the interest of good planning practice; and

3. The proposed Specific Plan Minor Adjustment and/or Alteration will not adversely affect the harmonious relationship with adjacent properties and land uses."

PART V: Subsection C (Administrative Exceptions) of Development Code Section 4.02.020 (Administrative Exceptions, Minor Variances and Variances) shall be rescinded and all subsequent existing provisions of Development Code Section 4.02.020 shall be renumbered in correct alphanumeric order. Development Code Section 4.03.050 (Administrative Exceptions) shall be added to read as follows:

"4.03.050: 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:

(1) Minimum setback and separation requirements, excepting nonresidential setback requirements from property lines that are common with any residentially zoned property; and

(2) Off-street parking required for nonresidential land uses pursuant to Table 6.03-1 (Off-Street Parking Requirements).

c. An Administrative Exception shall not be approved for reductions from minimum lot size, lot dimensions, landscape coverage, or residential parking requirements, 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."

PART VI: Development Code Section 4.02.035 (Fair Housing and Reasonable Accommodations) shall be rescinded and Development Code Section 4.03.055 (Fair Housing and Reasonable Accommodations) shall be added to read as follows:

"4.03.055: 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.

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. Application Filing, Processing and Hearing. A Fair Housing and Reasonable Accommodation 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 Fair Housing and Reasonable Accommodation request 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 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.

E. 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; 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."

PART VII: Paragraphs C.11 (Qualified Buyer) and C.12 (Qualified Nonprofit Corporation) of Development Code Section 5.03.010 (Accessory Dwelling Units) shall be added to read as stated below. All subsequent existing provisions contained in Subsection C (Definitions) shall be renumbered in correct alphanumeric order.

"**11**. Qualified Buyer. Persons and families of low or moderate income, as that term is defined in Health and Safety Code Section 50093.

12. Qualified Nonprofit Corporation. A nonprofit corporation organized pursuant to Internal Revenue Code Section 501(c)(3), which has received a welfare exemption under Revenue and Taxation Code Section 214.15, for properties intended to be sold to low-income families who participate in a special no-interest loan program."

PART VIII: Paragraph E.4 (No Separate Conveyance) of Section 5.03.010 (Accessory Dwelling Units) shall be amended to read as follows:

"**4.** No Separate Sale or Conveyance. An ADU or JADU may be rented; however, no ADU or JADU may be sold or otherwise conveyed separately from the lot and the primary dwelling (in the case of a single-family lot) or from the lot and all other dwellings (in the case of a multiple-family lot), except as provided by Subsection H (Sale or Conveyance of ADUs Separate from the Primary Residence)of this Section."

PART VIX: Subsection H (Sale or Conveyance of ADUs Separate from the Primary Residence) of Section 5.03.010 (Accessory Dwelling Units) shall be added to read as follows:

"**H. Sale or Conveyance of ADUs Separate from the Primary Residence.** Notwithstanding Paragraph E.4 (No Separate Sale or Conveyance) of this Section, an ADU can be sold or conveyed separately from the primary residence to a qualified buyer; provided, all of the following conditions are met:

1. The ADU or the primary dwelling was built or developed by a qualified nonprofit corporation.

2. There is an enforceable restriction on the use of the land pursuant to a recorded contract between the qualified buyer and the qualified nonprofit corporation that satisfies all of the requirements specified in Revenue and Taxation Code Section 402.1(10(a).

3. The property is held pursuant to a recorded tenancy in common agreement that includes all of the following:

a. The agreement allocates to each qualified buyer an undivided, unequal interest in the property based on the size of the dwelling that each qualified buyer occupies.

b. A repurchase option that requires the qualified buyer to first offer the purchase of the ADU or primary dwelling to the qualified nonprofit corporation should the buyer desire to later sell or convey the property.

c. A requirement that the qualified buyer occupy the ADU or primary dwelling as the buyer's principal residence.

d. Affordability restrictions on the sale and conveyance of the accessory dwelling unit or primary dwelling that ensures the ADU and primary dwelling will be preserved for low-income housing for 45 years for owner-occupied housing units and will be sold or resold to a qualified buyer.

e. Delineation of all areas of the property that are for the exclusive use of a cotenant. Each cotenant shall agree not to claim a right of occupancy to an area

delineated for the exclusive use of another cotenant, provided that the latter cotenant's obligations to each of the other cotenants have been satisfied.

f. Delineation of each cotenant's responsibility for the costs of taxes, insurance, utilities, general maintenance and repair, improvements, and any other costs, obligations, or liabilities associated with the property. This delineation shall only be binding on the parties to the agreement, and shall not supersede or obviate the liability, whether joint and several or otherwise, of the parties for any cost, obligation, or liability associated with the property where such liability is otherwise established by law or by agreement with a third party.

g. Procedures for dispute resolution among the parties before resorting to legal action.

4. A grant deed naming the grantor, grantee, and describing the property interests being transferred shall be recorded in the county in which the property is located. A Preliminary Change of Ownership Report shall be filed concurrently with this grant deed pursuant to Revenue and Taxation Code Section 480.3.

5. Notwithstanding the requirements of Paragraph G.2 (Utility Fees) of this Section, if requested by a utility providing service to the primary residence, the ADU shall be provided separate water, sewer, or electrical connection to that utility."

PART X: Paragraph D.14 of Development Code Section 5.03.011 (Accessory Dwelling Units) shall be amended to read as follows:

"**14.** A lot developed with an Accessory Residential Structure shall maintain a useable rear yard as follows:

a. A traditional single-family dwelling shall maintain a useable rear yard area having minimum dimension of 20 FT in any horizontal direction; and

b. A small lot single-family dwelling shall maintain a useable rear yard having a minimum dimension of 10 FT in any horizontal direction."

PART XI: Section 5.03.067 (Banquet Facilities - Historic Properties) shall be amended to read as follows:

"**A.** A banquet facility shall be allowed in all zoning districts within a commercial structure or on property designated as a local historic landmark, or a contributing structure within a designated historic district, established pursuant to Section 4.02.040 (Historic Preservation—Local Historic Landmark and Local District Designations, Historic Resource Tiering, and Architectural Conservations Areas) of this Development Code, and

shall be subject to the regulations therein during the life of the permit, except that no banquet facility shall be allowed in the MU-1 (Downtown Mixed Use) zoning district.

B. The minimum number of parking spaces required shall be provided pursuant to Division 6.03 (Off-Street Parking and Loading) of this Development Code. A parking demand study may be prepared by a qualified traffic consultant or engineer to support a reduction in the required number of parking spaces. The intent is to provide lower, flexible parking standards wherever possible and appropriate. Consideration shall be given to shared parking systems, on and off-street parking resources, compatibility with historic patterns of development, and the availability of mass transit resources.

C. Live entertainment shall be prohibited. Request for live entertainment shall require conditional use permit approval by the Zoning Administrator. Karaoke, DJs, live musical acts, and other similar forms of entertainment are considered live entertainment. Amplified prerecorded music may be permitted; however, the sound emitted from the premises shall not be audible beyond the property lines of the business establishment.

D. Alcohol beverage sales shall be allowed subject to the approval of a Conditional Use Permit issued pursuant to the requirements of Section 4.02.015 (Conditional Use Permits) and Section 5.03.025 (Alcoholic Beverage Sales) of this Development Code.

E. The applicant shall comply with all applicable building code regulations related to the change of use of the structure to a banquet facility."

PART XII: Subparagraph G.1 (Retail Sales Events) of Development Code Section 5.03.395 (Temporary and Interim Land Uses, Buildings, and Structures) shall be amended to read as follows:

"**1.** Retail Sales Events and Other Similar Business Events. Retail sales events and other similar business events, including but not limited to special outdoor sales, sidewalk sales, and parking lot sales, are subject to the following:

a. A retail sales event or other similar business event shall only be allowed in conjunction with a legally established business that has been operated for a period of at least 180 days prior to the retail sales event or other similar business event.

b. Retail sales events and other similar business events shall be limited to eight, one-week periods per calendar year, per business location. The one-week periods may be used consecutively, not to exceed a total of 56 days per calendar year.

c. The outdoor display of merchandise shall be restricted to an area directly adjacent to the business' exterior storefront; however, in the case of shopping centers, when it is not practical for the outdoor display area to be located directly adjacent to the business front, the sale area shall be located in an area as close as practically possible, to the business' exterior storefront.

d. The display of merchandise shall not impede pedestrian or vehicular circulation.

e. All merchandise, materials, signs, and debris shall be removed from the outdoor area by 9:00AM following the last day of the retail sales event."

PART XIII: Paragraph F.8 of Development Code Section 6.01.010 (Residential Zoning Districts) shall be amended to read as follows:

"**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."

PART XIV: Subsection G (Definition of Words Beginning with the Letter "G") of Development Code Section 9.01.010 (Terms and Phrases) shall be amended, revising the definition of "garage" as follows:

"Garage. An accessory structure or portion of a main structure that is fully enclosed and designed for the shelter or storage of motor vehicles."

PART XV: Rescind Ordinance No. 3200, an urgency ordinance establishing standards for the development of Single-Family Two-Unit Projects and Urban Lot Splits, and Development Code Section 5.03.403 (Single-Family Two-Unit Projects) and Section 6.08.060 (Urban Lot Splits) shall be added to read as follows:

"Section 5.03.403: Single-Family Two-Unit Projects

A. Purpose. The purpose of this Section is to allow and appropriately regulate Single-Family Two-Unit Projects pursuant to GC Section 65852.21.

B. Definition. A "Two-Unit Project" means the development of two primary dwelling units or, if there is already a primary dwelling unit on the lot, the development of a second primary dwelling unit on a legally subdivided lot pursuant to the requirements of this Section.

C. Application.

1. Only individual property owners may apply for a Two-Unit Project. "Individual property owner" means a natural person holding fee title individually or jointly in the person's own name or a beneficiary of a trust that holds fee title. "Individual property owner" does not include any

corporation or corporate person of any kind (partnership, LP, LLC, C corporation, S corporation, etc.) except for a community land trust (as defined by Revenue and Taxation Code Section 402.1(a)(11)(C)(ii)) or a qualified nonprofit corporation (as defined by Section 214.15).

2. An application for a Two-Unit Project shall be submitted on a City application form.

3. The applicant shall obtain a certificate of compliance with the Subdivision Map Act for the lot and provide the certificate with the application.

4. Only a complete application will be considered. The City will inform the applicant in writing of any incompleteness within 30 days following application submittal.

5. The City may establish a fee to recover its costs for adopting, implementing, and enforcing this Section of the Development Code, pursuant to applicable law. The City council may establish and change the fee by resolution. The fee shall be paid with the application.

D. Approval.

1. An application for a Two-Unit Project is approved or denied ministerially, by the Planning Director, without discretionary review.

2. The ministerial approval of a Two-Unit Project does not take effect until the City has confirmed that all required documents have been recorded, such as the deed restriction and easements.

3. The approval shall require the owner and applicant to hold the City harmless from all claims and damages related to the approval and its subject matter.

4. The approval shall require the owner and applicant to reimburse the City for all costs of enforcement, including attorneys' fees and costs associated with enforcing the requirements of this Development Code.

E. Requirements. A Two-Unit Project shall satisfy all of the following requirements:

1. Subdivision Map Act (SMA) Compliance. The lot shall have been legally subdivided.

2. Zoning District. The lot is in a single-family residential zoning district. For the purpose of this Section, the term "single-family residential zoning district" shall mean the LRD-5 (Low Density Residential – 2.1 to 5.0 DU/Acre) zoning district.

3. Lot Location. Pursuant to the GC Section 65913.4(a)(6)(B) through (K), the lot to be split shall not be located on a site that is any of the following:

a. Prime farmland, farmland of statewide importance, or land that is zoned or designated for agricultural protection or preservation by the voters.

b. A wetland.

c. Within a very high fire hazard severity zone, unless the site complies with all fire-hazard mitigation measures required by existing building standards.

d. A hazardous waste site that has not been cleared for residential use.

e. Within a delineated earthquake fault zone, unless all development on the site complies with applicable seismic protection building code standards.

f. Within a 100-year flood hazard area, unless the site has either:

(1) Been subject to a Letter of Map Revision prepared by the Federal Emergency Management Agency and issued to the local jurisdiction; or

(2) Meets Federal Emergency Management Agency requirements necessary to meet minimum flood plain management criteria of the National Flood Insurance Program.

g. Within a regulatory floodway, unless all development on the site has received a no-rise certification.

h. Land identified for conservation in an adopted natural community conservation plan, habitat conservation plan, or other adopted natural resource protection plan.

i. Habitat for protected species.

j. Land under conservation easement.

4. Not Historic. The lot shall not be a historic property or within a historic district that is included on the State Historic Resources Inventory. Nor may the lot be or be within a site that is designated by ordinance as a city or county landmark, or as a historic property or district.

5. No Impact on Protected Housing. The Two-Unit Project shall not require or include the demolition or alteration of any of the following types of housing:

a. Housing that is income-restricted for households of moderate, low, or very low income.

b. Housing that is subject to any form of rent or price control through a public entity's valid exercise of its policy power.

c. Housing, or a lot that used to have housing, that has been withdrawn from rental or lease under the Ellis Act (GC Sections 7060–7060.7) at any time in the 15 years prior to submission of the Urban Lot Split application.

d. Housing that has been occupied by a tenant in the last 3 years. The applicant and the owner of a property for which an Urban Lot Split is sought shall provide a sworn statement as to this fact with the application for the tentative parcel map. The City may conduct its own inquiries and investigation to ascertain the veracity of the sworn statement, including but not limited to, surveying owners of nearby properties; and the City may require additional evidence of the applicant and owner as necessary to determine compliance with this requirement.

6. Unit Standards.

a. *Quantity*.

(1) No more than two dwelling units of any kind may be built on a lot that results from an Urban Lot Split. For purposes of this paragraph, "unit" means any dwelling unit, including, but not limited to, a primary dwelling unit, a unit created pursuant to Section 5.03.403 (Two-Unit Projects) of this Development Code, or an ADU or JADU created pursuant to State law and Section 5.03.010 (Accessory Dwelling Unit) of this Development Code.

(2) A lot that is not created by an Urban Lot Split may have a Two-Unit Project as provided by this Section, plus any ADU or JADU that shall be allowed pursuant to State law and Section 5.03.010 (Accessory Dwelling Unit) of this Development Code.

b. *Unit Size*.

(1) The total floor area of each primary dwelling that is developed under this Section shall be a minimum of 500 SF in area and a maximum of 800 SF in area.

(2) A primary dwelling that was legally established on the lot prior to the Two-Unit Project and is larger than 800 SF is limited to

the lawful floor area at the time of the Two-Unit Project. The unit may not be expanded.

(3) A primary dwelling that was legally established prior to the Two-Unit Project and is smaller than 800 SF may be expanded to 800 SF after or as part of the Two-Unit Project.

c. *Height Restrictions*.

(1) On a lot that is larger than 2,000 SF, no new primary dwelling unit may exceed one-story or 16 FT in height, measured from grade to peak of the structure.

(2) On a lot that is smaller than 2,000 SF, no new primary dwelling unit may exceed two-stories or 22 FT in height, measured from grade to peak of the structure. Any portion of a new primary dwelling that exceeds one story in height shall be stepped back by an additional 5 FT from the ground floor; no balcony deck or other portion of the second story may project into the stepback.

(3) No rooftop deck is permitted on any new or remodeled dwelling or structure on a lot with a Two-Unit Project.

d. *Demo Cap*. The Two-Unit Project shall not involve the demolition of more than 25 percent of the existing exterior walls of an existing dwelling unless the site has not been occupied by a tenant in the last 3 years.

e. *Lot Coverage*. [Include a lot coverage standard here if desired.] 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.

f. *Setback Requirements*.

(1) **Generally**. All setbacks shall conform to the minimum requirements of the underlying zoning district.

(2) **Exceptions**. Notwithstanding subpart E.6.f above:

(a) Existing Structures. No setback is required for an existing legally established structure or for a new structure that is constructed in the same location and to the same dimensions as an existing legally established structure.

(b) Cannot Preclude Construction of Two 800-SF Units and 4-FT Side/Rear Setbacks. The setbacks imposed

by the underlying zoning district shall yield to the degree necessary to avoid physically precluding the construction of up to two units on the lot or either of the two units from being at least 800 SF in floor area; but in no event may any structure be less than 4 FT from a side or rear property line.

(3) **Front Setback Area**. Notwithstanding any other part of this code, dwellings that are constructed under this Section shall conform to the front setback requirement of the underlying zoning district. The front setback area shall:

(a) Be kept free from all structures greater than 3 FT high; and

(b) Allow for vehicular and fire-safety access to the front structure.

g. *Parking*. Each new primary dwelling unit shall have at least one off-street parking space per unit within a fully enclosed garage having a minimum interior clear area measuring 10 FT in width and 20 FT in length, unless one of the following applies:

(1) The lot is located within one-half mile walking distance of either

(a) A corridor with fixed route bus service with service intervals no longer than 15 minutes during peak commute hours or

(b) A site that contains:

(i) An existing rail or bus rapid transit station,

(ii) A ferry terminal served by either a bus or rail transit service, or

(iii) The intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods.

(2) The site is located within one block of a permanently established car-share vehicle pickup/drop-off location.

h. *Architecture*.

(1) If there is a legal primary dwelling on the lot that was established before the Two-Unit Project, any new primary dwelling unit shall match the existing primary dwelling unit with respect to exterior materials, finishes, color, and dominant roof pitch. The dominant roof pitch means the slope shared by the largest portion of the roof.

(2) If there is no legal primary dwelling on the lot before the Two-Unit Project, and if two primary dwellings are developed on the lot, the dwellings shall match each other with respect to exterior materials, finishes, color, and dominant roof pitch. The dominant roof pitch means the slope shared by the largest portion of the roof.

(3) All exterior lighting shall be limited to down-lights.

(4) No window or door of a dwelling that is constructed on the lot may have a direct line of sight to an adjoining residential property. Decorative masonry block walls, dense landscaping, or privacy glass may be used to provide screening and prevent a direct line of sight.

(5) If any portion of a dwelling is less than 30 FT from a property line that is not a public street right-of-way line, then all windows and doors in that portion shall either be (for windows) clerestory with the bottom of the glass at least 6 FT above the finished floor, or (for windows and doors) utilize frosted or obscure glass.

i. *Walls, Fences, and Obstructions*.

(1) A lot comprising a Two-Unit Project shall be provided with 6-FT high decorative masonry block walls (reduced to 3 FT in height within front setback areas) at the following locations:

(a) Interior side and rear lot lines of each lot; and

(b) Street side property lines and along the rear property line of through lots, setback a minimum of 5 FT behind the sidewalk.

(2) The construction and maintenance of walls, fences, and other obstructions shall comply with the requirements of Chapter 6.0 (Development and Subdivision Regulations), (Division 6.02 (Walls, Fences, and Obstructions) of this Development Code.

j. *Landscaping*. A lot comprising a Two-Unit Project shall be fully landscaped and provided with a permanent automatic irrigation system pursuant to the requirements Chapter 6.0 (Development and Subdivision Regulations), Division 6.05 (Landscaping) of this Development Code.

k. *Nonconforming Conditions*. A Two-Unit Project shall be approved only if all nonconforming zoning conditions are corrected.

l. *Utilities*.

(1) Each primary dwelling unit on the resulting lots shall have its own direct utility connection to the utility service provider.

(2) Each primary dwelling unit on the resulting lots that is or that is proposed to be connected to an onsite wastewater treatment system shall first have a percolation test completed within the last 5 years or, if the percolation test has been recertified, within the last 10 years.

m. *Building & Safety*. All structures built on a lot comprising a Two-Unit Project shall comply with all current local building standards. A project under this Section is a change of use and subjects the whole of the lot, and all structures, to the City's current code.

7. Fire-Hazard Mitigation Measures. A lot in a very high fire hazard severity zone shall comply with each of the following fire-hazard mitigation measures:

a. It shall have direct access to a public street right-of-way with a paved street with a width of at least 40 FT. The public street right-of-way shall have at least two independent points of access for fire and life safety to access and for residents to evacuate.

b. All dwellings on the site shall comply with current fire code requirements for dwellings in a very high fire hazard severity zone.

c. All enclosed structures on the site shall have fire sprinklers.

d. All sides of all dwellings on the site shall be within a 150-FT hose-pull distance from either the public street right-of-way or of an onsite fire hydrant or standpipe.

e. If the lot does not have a swimming pool, the lot shall have a water reservoir of at least 5,000 gallons per dwelling, with fire-authority approved hookups compatible with fire-authority standard pump and hose equipment.

8. Separate Conveyance.

a. Primary dwelling units on the lot may not be owned or conveyed separately from each other.

b. Condominium airspace divisions and common interest developments are prohibited.

c. All fee interest in a lot and all dwellings on the lot shall be held equally and undivided by all individual property owners.

9. Regulation of Uses.

a. *Residential-Only*. No non-residential use is permitted on the lot.

b. *No Short Term Rentals*. No dwelling unit on a lot comprising a Two-Unit Project shall be rented for a period of less than 30 days.

c. *Owner Occupancy*. Unless the lot comprising a Two-Unit Project was formed by an Urban Lot Split, the individual property owners of a lot with a Two-Unit Project shall occupy one of the dwellings on the lot as the owners' principal residence and legal domicile.

10. Notice of Construction.

a. At least 30 business days before starting any construction of a Two-Unit Project, the property owner shall give written notice to all the owners of record of each of the adjacent residential parcels, which notice shall include the following information:

(1) Notice that construction has been authorized,

(2) The anticipated start and end dates for construction,

(3) The hours of construction,

(4) Contact information for the project manager (for construction-related complaints), and

(5) Contact information for the Building & Safety Department.

b. This notice requirement does not confer a right on the noticed persons or on anyone else to comment on the project before permits are issued. Approval is ministerial. Under state law, the City has no discretion in approving or denying a particular project under this Section. This notice requirement is purely to promote neighborhood awareness and expectation.

11. Deed Restriction. The owner shall record a deed restriction, acceptable to the City, that does each of the following:

a. Expressly prohibits any rental of any dwelling on the property for a period of less than 30 days.

b. Expressly prohibits any non-residential use of the lot.

c. Expressly prohibits any separate conveyance of a primary dwelling on the property, any separate fee interest, and any common interest development within the lot.

d. If the lot is not created by an Urban Lot Split: Expressly requires the individual property owners to live in one of the dwelling units on the lot as the owners' primary residence and legal domicile.

e. States that the property is formed by an Urban Lot Split and is therefore subject to the City's Urban Lot Split regulations, including all applicable limits on dwelling size and development.

F. Specific Adverse Impacts.

1. Notwithstanding anything else in this Section, the City may deny an application for a Two-Unit Project if the building official makes a written finding, based on a preponderance of the evidence, that the project would have a "specific, adverse impact" on either public health and safety or on the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact.

2. The term "specific adverse impact" has the same meaning as in GC Section 65589.5(d)(2): "a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete" and does not include (1) inconsistency with the zoning ordinance or general plan land use designation or (2) the eligibility to claim a welfare exemption under Revenue and Taxation Code Section 214(g).

3. The building official may consult with and be assisted by planning staff and others as necessary in making a finding of specific, adverse impact.

G. Remedies. If a Two-Unit Project violates any part of this Development Code or any other legal requirement:

1. The buyer, grantee, or lessee of any part of the property has an action for damages or to void the deed, sale, or contract.

2. The City may:

a. Bring an action to enjoin any attempt to sell, lease, or finance the property.

b. Bring an action for other legal, equitable, or summary remedy, such as declaratory and injunctive relief.

c. Pursue criminal prosecution, punishable by imprisonment in county jail or state prison for up to one year, by a fine of up to $10,000, or both; or a misdemeanor.

d. Record a notice of violation.

e. Withhold any or all future permits and approvals.

f. Pursue all other administrative, legal, or equitable remedies that are allowed by law, this Development Code, or the City's Municipal Code."

"**Section 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**. An "Urban Lot Split" means 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 & Safety*. All structures built on a lot resulting from an Urban Lot Split shall comply with all current local building standards. An Urban Lot Split is a change of use.

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.

b. 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 the lots created by the 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.”

PART XVI: Development Code Table 2.02-1 (Review Matrix) shall be amended to read as follows:

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*	*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**	
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]** (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**	

Table 2.02-1: Review Matrix

Applications, Actions, Decisions and Processes	Reviewing Authorities [4]									
	Planning Director	City Engineer	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. 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 per ODC Section 6.01.010.G (Density Bonus and Other Incentives) **[1]**								R	X	
4. Development Plans (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	
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 **[1]**					R			X	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)										

Table 2.02-1: Review Matrix

Applications, Actions, Decisions and Processes	Reviewing Authorities [4]									
	Planning Director	City Engineer	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) 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) **[1]**						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	
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. Interpretations and Land Use Determinations (Ref: ODC Section 1.02.010)				X				A	A	
8. Master Plans and Amendments **[1]** (Ref: ODC Section 4.02.070)								R	X	

Table 2.02-1: Review Matrix

Applications, Actions, Decisions and Processes	Reviewing Authorities [4]									
	Planning Director	City Engineer	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
9. Minor Adjustments and Alterations (Ref: ODC Section 4.02.020.D)				X				A	A	
10. Nonconforming Structure Reconstruction **[1]** (Ref: ODC Section 3.01.020)								X	A	
11. Parking Reduction (Ref: ODC Section 6.03.025)								X	A	
12. Sign Programs (Ref: ODC Section 4.02.075)	X							A	A	
13. Specific Plan Minor Adjustments and Alterations (Ref: ODC Section 4.02.080)	X							A	A	
14. Stays of Permit Approval Time Limit (Ref: ODC Section 2.02.025.A.8)				X[5]	X[5]	X[5]	X[5]	X[5]	X[5]	
15. Subdivisions										
a. Lot Merger (Merger of Contiguous Parcels) **[1]** (Ref: ODC Section 4.02.085)					R			X	A	
b. Reversions to Acreage **[1]** (Ref: ODC Section 4.02.090)					R			X	A	
c. Tentative Tract and Parcel Maps, and Vesting Maps **[1]** (Ref: ODC Section 4.02.095)					R			X	A	
d. Tentative Tract and Parcel Map Time Extensions (Ref: ODC Section 2.02.025.A.3 & 4)					R			X	A	
16. Time Extensions, excepting tentative subdivision maps (Ref: ODC Section 2.02.025)	X							A	A	
17. Variances (Ref: ODC Section 4.02.020.E)										
a. Homeowner **[1]**				X				A	A	
b. Other **[1]**					R			X	A	
C. MINISTERIAL (ADMINISTRATIVE) PERMITS AND DECISIONS										
1. Administrative Exceptions (Ref: ODC Section 4.02.020.C)	X							A	A	
2. Administrative Use Permits (Ref: ODC Section 4.03.015)	X									
3. Airport Land Use Compatibility Plan (ALUCP) Interagency Reviews **[7]** (Ref: ALUCP)	X								A[8]	
4. Business License - Zoning/Land Use Compliance (Ref: OMC 3-1.129 (Zoning Compliance)	X							A	A	
5. Development Applications within the ONT zoning district	X									
6. Landscape and Irrigation Plans (Ref. ODC Section 6.05.005)	X							A	A	

Table 2.02-1: Review Matrix

Applications, Actions, Decisions and Processes	Reviewing Authorities [4]									
	Planning Director	City Engineer	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
7. Off-Site (Public) Improvement Plans (Ref: ODC Section 6.08.040)		X						A	A	
8. Other Plan Checks required by this Development Code	X							A	A	
9. Shopping Cart Retention Plans (Ref: ODC Section 6.11.020)	X							A	A	
10. Sign Plans (Ref: ODC Section 4.03.020)	X							A	A	
11. Single-Family Two-Unit Developments (Ref: ODC Section 5.03.403)	X							A	A	
12. 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	
13. Tier 1 wireless telecommunications facility pursuant to ODC Section 5.03.420 (Wireless Telecommunications Facilities)				X				A	A	
14. Wall, Fence, and Obstructions Plans (Ref. ODC Section 6.02.005)	X							A	A	
15. Fair Housing and Reasonable Accommodation (Ref: ODC Section 4.02.035)	X							A	A	
D. ENVIRONMENTAL DETERMINATIONS AND ACTIONS										
1. Environmental Impact Reports (EIRs) (Ref: CCR Section 15080 et seq.)								X[3]	X[3]	
2. Exempt Projects (Ref: CCR Section 15300 et seq.)	X[3]			X[3]	X[3]	X[3]	X[3]	A	A	

Table 2.02-1: Review Matrix

Applications, Actions, Decisions and Processes	Reviewing Authorities [4]									
	Planning Director	City Engineer	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. 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 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;*
- *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.

PART XVII: Development Code Table 2.03-1 (Notification Matrix) shall be amended to read as follows:

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
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)				

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. 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 per ODC Section 6.01.010.G (Density Bonus and Other Incentives) **[1]**		X	X	
4. Development Plans (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		
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 5.03.415 (Wireless Telecommunications Facilities) of this Development Code				
(1) Tier 2 facilities		X		
(2) Tier 3 facilities **[1]**		X	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)				

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*
(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		
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			

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*
8. Master Plans and Amendments **[1]** (Ref: ODC Section 4.02.070)		X	X	X
9. Minor Adjustments and Alterations **[5]** (Ref: ODC Section 4.02.020.D)		X	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 Adjustments and Alterations (Ref: ODC Section 4.02.080)	X			
14. Stays of Permit Approval Time Limit (Ref: ODC Section 2.02.025.A.8)	X			
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 4.02.020.C)	X			
2. Administrative Use Permit (Ref: ODC Section 4.02.015)	X			
3. Airport Land Use Compatibility Plan (ALUCP) Interagency Reviews **[4]** (Ref: ALUCP)	X			
4. Fair Housing and Reasonable Accommodation Ref: ODC Section 4.02.035)	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*
5. Landscape and Irrigation Documentation Plans (Ref. ODC Section 6.05.015)	X			
6. Off-Site (Public) Improvement Plans (Ref: ODC Section 6.08.040)	X			
7. Sign Plans (Ref: ODC Section 4.03.020)	X			
8. Single-Family Two-Unit Developments (Ref: ODC Section 5.03.403)	X			
9. 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 Section 6.06.010)	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 Split (Ref: ODC Section 6.08.060)	X			
10. Tier 1 wireless telecommunications facility pursuant to ODC Section 5.03.415 (Wireless Telecommunications Facilities)	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			
4. Negative Declarations (NDs) and Mitigated Negative Declarations (MNDs) (Ref: CCR Section 15070 et seq.)		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*
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] A Large Family Day Care facility shall require notification pursuant to Subparagraph 2.03.010.C.1.b(1) of this Division.

[4] Refer to the LA/Ontario International Airport Land Use Compatibility Plan for procedures for application processing and administration, and appeals processing.

[5] A Minor Adjustments and Alterations *shall require notification pursuant to Paragraph 4.02.020.D.3 (Application Filing, Processing and Hearing) of this Development Code.*

PART XVIII: Development Code Table 8.01-1 (Sign Regulation Matrix) shall be amended, revising the Special Regulations for Retail Sales Events in Commercial zoning districts (Subparagraph C.1.c[2]) and Industrial zoning districts (Subparagraph E.1.c[2]), to read as follows:

"[2] Retail Sales Events and Other Similar Business Events. A retail sales event or other similar business event permitted pursuant to Subparagraph 5.03.395.G.1 of this Development Code, may be allowed temporary signage for maximum of eight, one-week periods per calendar year, not to exceed a total of 56 days per calendar year.

PART XIX: Development Code Table 5.02-1 (Land Use Matrix) shall be amended as shown in Exhibit A: Portion of Table 5.02-1 (Land Use Matrix), of this attachment.

Exhibit A: Portion of Table 5.02-1 (Land Use Matrix)

		Residential Zoning Districts				Commercial Zoning Districts							Mixed Use Zoning Districts							Industrial Zoning Districts					Specialized Use and Overlay Zoning Districts								
													MU-1																			
2012 2022 NAICS Code	Land Uses, Activities, and Facilities Note: In addition to the requirements of this Table, properties located within the Airport Influence Area (AIA) established by the LA/Ontario International Airport Land Use Compatibility Plan (ALUCP) shall be subject to the land use requirements and standards of the ALUCP.	AR-2 & RE-2	RE-4 & LDR-5	MDR-11, 18 & 25	HDR-45	CS	CN	CC	CR	CCS	OL	OH	LUA-1	LUA-2N	LUA-2S	LUA-3	LUA-4	MU-2	MU-11	BP	IP	IL	IG	IH	AG	CIV	MHP	ONT	OS-C	OS-R	RC	UC	Additional Regulations
61	EDUCATION SERVICES																															
611	Educational Services																															
6115	Technical, ~~and~~ Trade, and Vocational Schools	---	---	---	---	---	---	C	C	---	---	C	---	---	---	---	C	C	C	C	C	C	C	---	---	C	---	---	---	---	---	---	
62	HEALTH CARE AND SOCIAL ASSISTANCE																															
623	Nursing and Residential Care Facilities																															
6239	Other Residential Care Facilities for 6 or fewer persons (includes facilities providing adult residential care services, which do not require a State-issued license to operate, such as but not limited to group homes for the hearing or visually impaired, ~~child group foster homes,~~ halfway group homes for ex-offenders, group homes for unwed mothers, group homes for the disabled without nursing care, ~~orphanages, etc~~ and sober living facilities.)	*P	*P	*P	*P	---	---	---	---	---	---	---	*P	*P	*P	*P	---	*P	*P	---	---	---	---	---	*P	---	---	---	---	---	---	---	* Allowed only in conjunction with an existing single-family residence. See Section 5.03.345 (Residential Care Facilities, Other—6 or Fewer Persons)
	~~• 6 or fewer persons~~	~~*P~~	~~*P~~	~~*P~~	~~*P~~	~~---~~	~~---~~	~~---~~	~~---~~	~~---~~	~~---~~	~~---~~	~~*P~~	~~*P~~	~~*P~~	~~*P~~	~~---~~	~~*P~~	~~*P~~	~~---~~	~~---~~	~~---~~	~~---~~	~~---~~	~~*P~~	~~---~~	~~---~~	~~---~~	~~---~~	~~---~~	~~---~~	~~---~~	~~* Allowed only in conjunction with an existing single-family residence.~~ ~~See Section 5.03.345 (Residential Care Facilities, Other—6 or Fewer Persons)~~
	~~• More than 6 persons~~	~~---~~	~~---~~	~~---~~	~~C~~	~~---~~	~~---~~	~~C~~	~~---~~	~~---~~	~~---~~	~~---~~	~~---~~	~~---~~	~~---~~	~~---~~	~~---~~	~~---~~	~~C~~	~~---~~	~~---~~	~~---~~	~~---~~	~~---~~	~~---~~	~~---~~	~~C~~	~~---~~	~~---~~	~~---~~	~~---~~	~~---~~	

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PDCA22-003, A DEVELOPMENT CODE AMENDMENT REVISING AND CLARIFYING CERTAIN PROVISIONS ADDRESSING [1] TIME EXTENSIONS FOR DISCRETIONARY PROJECTS (SECTION 2.02.025.B.2.C); [2] PUBLIC NOTIFICATION REQUIREMENTS FOR MINOR VARIANCES (SECTION 2.03.010); [3] ADMINISTRATIVE EXCEPTIONS (SECTIONS 4.02.020 AND 4.03.050, AND TABLES 2.02-1 AND 2.03-1); [4] SPECIFIC PLAN MINOR AMENDMENTS (SECTION 4.02.080); [5] HOUSING AND REASONABLE ACCOMMODATIONS (SECTIONS 4.02.035 AND 4.03.055, AND TABLES 2.02-1 AND 2.03-1); [6] ACCESSORY DWELLING UNITS (SECTION 5.03.010); [7] MINIMUM USEABLE REAR YARD AREA FOR SINGLE-FAMILY DWELLINGS (SECTION 5.03.011); [8] BANQUET FACILITIES ON HISTORIC PROPERTIES (SECTION 5.03.067); [9] RETAIL SALES EVENTS (SECTION 5.03.395 AND TABLE 8.01-1); [10] CONVERSION OF GARAGES TO ACCOMMODATE ACCESSORY DWELLING UNITS (SECTION 6.01.010); [11] DEFINITION FOR “GARAGE” (SECTION 9.01.010.G); [12] SINGLE-FAMILY TWO-UNIT PROJECTS AND URBAN LOT SPLITS, RESCINDING URGENCY ORDINANCE NO. 3200 AND ADOPTING STANDARDS (SECTIONS 5.03.403 AND 6.08.060, AND TABLES 2.02-1 AND 2.03-1); AND [13] CERTAIN ALLOWED LAND USES (TABLE 5.02-1), AND MAKING FINDINGS IN SUPPORT THEREOF.

WHEREAS, The City of Ontario ("Applicant") has initiated a Development Code Amendment, File No. PDCA22-003, as described in the 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, certain clarifications and revisions to the City of Ontario Development Code are proposed, as follows:

(1) Provisions addressing time extension limits for discretionary projects (Development Code Section 2.02.025.B.2.c) will be revised to clarify that a total of three one-year time extensions may be granted for discretionary actions, such as Development Plans, Conditional Use Permits, and Variances. Time extensions for Tentative Tract and Parcel Maps will continue to be subject to the requirements of the State's Subdivision Map Act.

(2) Public notification requirements for Minor Variances will be added to clarify that the notification of the owners of any property that abuts a property with a proposed Minor Variance will be required to be notified of the proposed application. Additionally, Minor Variances will be retitled as "Minor Adjustments and Alterations" (Development Code Sections 2.03.010 and 4.02.020).

(3) Development Code provisions governing Specific Plan Minor Amendments will be retitled as "Specific Plan Minor Adjustments and Alterations" to help clarify the limited scope of the application (Development Code Section 4.02.080).

(4) The current Development Code provisions governing Administrative Exceptions are incorrectly classified as requiring a discretionary action and will, therefore, be rescinded. New provisions are proposed that correctly establish Administrative Exceptions as a ministerial action (Development Code Sections 4.02.020 and 4.03.050, and Tables 2.02-1 and 2.03-1).

(5) The current Development Code provisions governing Housing and Reasonable Accommodations are incorrectly classified as requiring a discretionary action and will, therefore, be rescinded. New provisions are proposed that correctly establish Housing and Reasonable Accommodations as a ministerial action (Development Code Sections 4.02.035 and 4.03.055, and Tables 2.02-1 and 2.03-1).

(6) Development Code provisions governing Accessory Dwelling Units (ADUs) will be modified, adding the requirements of Assembly Bill 345, which allows for the separate conveyance of an ADU separate from the primary residence if the ADU or primary dwelling was built or developed by a qualified nonprofit corporation and certain conditions are met (Development Code Section 5.03.010).

(7) The current Development Code provisions stipulating the minimum useable rear yard area for single-family dwellings will be simplified, requiring that a traditional single-family dwelling maintain a useable rear yard area having minimum dimension of 20 FT in any horizontal direction and small lot single-family dwelling maintain a useable rear yard having a minimum dimension of 10 FT in any horizontal direction (Development Code Section 5.03.011). This revision has been proposed eliminate a conflict with current ADU provisions.

(8) Current Development Code provisions governing banquet facilities established in conjunction with commercial structures on historic properties will be amended to clarify that no banquet facilities shall be allowed in the MU-1 (Downtown Mixed Use) zoning district (Development Code Section 5.03.067). This revision will eliminate an existing conflict with Development Code Table 5.02-1 (Land Use Matrix).

(9) Current Development Code provisions governing Retail Sales Events will be modified to clarify that the provisions also cover “other similar business events.” Additionally, the current provisions that limit such events to the holiday sale periods of President’s Day, Memorial Day, Independence Day, Labor Day, and four additional periods per year will be amended, eliminating the four stated holidays, and allowing a maximum of eight, one-week periods per calendar year (Development Code Section 5.03.395 and Table 8.01-1).

(10) Current Development Code provisions stipulating that no garage can be converted to another use unless a replacement garage is constructed on-site will be clarified to provide that a garage conversion that accommodates an ADU is excepted from the replacement garage requirement (Development Code section 6.01.010). This revision will eliminate a conflict with the Development Code’s current ADU provisions, as well as a conflict with State law.

(11) The current Development Code definition for “garage” will be amended to clarify that a garage must be enclosed on all four sides (Development Code Section 9.01.010.G).

(12) Urgency Ordinance No. 3200 was adopted by the City Council on December 21, 2021, establishing standards for single-family two-unit projects and urban lot splits in accordance with State law (Senate Bill 9). This Development Code Amendment will rescind the urgency ordinance and adopt permanent standards to be included in the Development Code (Development Code Sections 5.03.403 and 6.08.060, and Tables 2.02-1 and 2.03-1).

(13) Amend provisions for certain allowed land uses, as follows (Development Code Table 5.02-1):

(a) Technical, Trade and Vocational Schools — Conditionally permit technical, trade and vocational schools in the IG (General Industrial) zoning district. This revision would allow for the location of technical, trade and vocational schools that specialize in education and training for industrial-related industries, such as motor vehicle fabrication, repair, maintenance, and customization; truck driving; forklift driving and operation; and other industrial activities

(b) Other Residential Care Facilities — Prohibit adult residential care facilities for more than 6 persons, which do not require a State-issued license to operate, such as but not limited to group homes for the hearing or visually impaired, halfway group homes for ex-offenders, group homes for unwed mothers, group homes for the disabled without nursing care, and group sober living facilities.

WHEREAS, the Application is a project pursuant to the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) ("CEQA"); and

WHEREAS, the Project is exempt from CEQA pursuant to a categorical exemption (listed in CEQA Guidelines Article 19, commencing with Section 15300) and the application of that categorical exemption is not barred by one of the exceptions set forth in CEQA Guidelines Section 15300.2; and

WHEREAS, Ontario Development Code Table 2.02-1 (Review Matrix) grants the City Council the responsibility and authority to review and act on the subject Application; and

WHEREAS, the Project is located within the Airport Influence Area of Ontario International Airport, which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and is subject to, and must be consistent with, the policies and criteria set forth in the Ontario International Airport Land Use Compatibility Plan, which applies only to jurisdictions within San Bernardino County, and addresses the noise, safety, airspace protection, and overflight impacts of current and future airport activity; and

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

WHEREAS, on April 26, 2022, as the first action on the Application, the Planning Commission of the City of Ontario conducted a public hearing to consider the Project and concluded said hearing on that date, voting to issue Resolution No. PC22-019 recommending the City Council approve the proposed Development Code Amendment; and

WHEREAS, on June 7, 2022, the City Council of the City of Ontario conducted a public hearing to consider the introduction of this Ordinance, and concluded said hearing on that date; and

WHEREAS, on June 21, 2022, as the final action on the Application, the City Council of the City of Ontario conducted a hearing to consider the adoption of this Ordinance and concluded said hearing on that date.

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

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

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

(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 Project 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 of CEQA exemption reflects the independent judgment of the City Council.

SECTION 2. *Housing Element Compliance.* The Project will be 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, in that it will provide for urban lot splits and the construction of two-unit single-family development projects, and, under certain circumstances, provides for the conveyance of accessory dwelling units separate from the main dwelling, thereby further promoting alternate forms of home rental and fee-simple homeownership.

SECTION 3. *Ontario International Airport Land Use Compatibility Plan ("ALUCP") Compliance.* The California State Aeronautics Act (Public Utilities Code Section 21670 et seq.) requires that an Airport Land Use Compatibility Plan be prepared for all public use airports in the State; and requires that local land use plans and individual development proposals must be consistent with the policies set forth in the adopted Airport Land Use Compatibility Plan. On April 19, 2011, the City Council of the City of Ontario approved and adopted the Ontario International Airport Land use Compatibility Plan ("ALUCP"), establishing the Airport Influence Area for Ontario International Airport ("ONT"), which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and limits future land uses and development within the Airport Influence Area, as they relate to noise, safety, airspace protection, and overflight impacts of current and future airport activity. As the decision-making body for the Project, the City Council has reviewed and considered the facts and information contained in the Application and supporting documentation against the ALUCP compatibility factors, including [1] Safety Criteria (ALUCP Table 2-2) and Safety Zones (ALUCP Map 2-2), [2] Noise Criteria (ALUCP Table 2-3) and Noise Impact Zones (ALUCP Map 2-3), [3] Airspace protection Zones (ALUCP Map 2-4), and [4] Overflight Notification Zones (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 ALUCP.

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

(1) The proposed 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. The Development Code Amendment will: (a) promote public participation and foster greater transparency in decision making as encouraged by The Ontario Plan; (b) serve to encourage pedestrian friendly, functional, and vibrant commercial development with a range of businesses, places to gather, and connectivity to the neighborhoods they serve, as promoted by Community Design Element CD2-3, Commercial Centers; and (c) provide 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 LU1-6, Complete Community.

(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 Development Code Amendment, File No. PDCA22-003, amending the City of Ontario Development Code as stipulated in "Attachment A", 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 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 June 2022.

_____

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. 3212 was duly introduced at a regular meeting of the City Council of the City of Ontario held June 7, 2022, and adopted at the regular meeting held June 21, 2022 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. 3212 duly passed and adopted by the Ontario City Council at their regular meeting held June 21, 2022, and that Summaries of the Ordinance were published on June 14, 2022, and June 28, 2022, in the Inland Valley Daily Bulletin newspaper.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

ATTACHMENT A:
Development Code Amendment
File No. PDCA22-003;

PART I: Subparagraph B.2.c of Development Code Section 2.02.025 (Time Limits and Extensions) shall be amended to read as follows:

"**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."

PART II: Subparagraph C.1.b(1) of Development Code Section 2.03.010 (Public Hearing Notification) shall be amended to read as follows:

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

PART III: Subsection D (Minor Variances) of Development Code Section 4.02.020 (Departures from Development Standards) shall be amended to read as follows:

C. Minor Adjustments and Alterations.

1. Purpose. Minor Adjustments and 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 and 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 Adjustments and Alterations, and to impose reasonable conditions upon the approval of the application.

b. Minor Adjustments and 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 Adjustments and Alterations 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 Adjustments and Alterations 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 Adjustments and Alterations 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 or an affected person.

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 Adjustments and Alterations no less than 10 days following distribution of the notice required by Subparagraph C.3.b, above.

4. Findings and Decision. A Minor Adjustments and 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.

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 Adjustments and Alterations 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 Adjustments and Alterations 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 Variance, 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.

PART IV: Development Code Section 4.02.080 (Minor Specific Plan Amendments) shall be amended to read as follows:

"4.02.080: Specific Plan Minor Adjustments and 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 and Alterations application, and to impose reasonable conditions upon the approval of the application.

2. The following constitute minor adjustments and/or 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 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 and/or 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 and/or alterations to design guidelines, which are intended to be conceptual in nature, and are clearly intended to be flexible in implementation;

e. Other adjustments and/or 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 in street alignments and dimensions that as 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. A Specific Plan Minor Amendment 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 Adjustment and/or 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.

1. The proposed Specific Plan Minor Adjustment and/or 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 and/or Alteration is reasonable and beneficial, and in the interest of good planning practice; and

3. The proposed Specific Plan Minor Adjustment and/or Alteration will not adversely affect the harmonious relationship with adjacent properties and land uses."

PART V: Subsection C (Administrative Exceptions) of Development Code Section 4.02.020 (Administrative Exceptions, Minor Variances and Variances) shall be rescinded and all subsequent existing provisions of Development Code Section 4.02.020 shall be renumbered in correct alphanumeric order. Development Code Section 4.03.050 (Administrative Exceptions) shall be added to read as follows:

"4.03.050: 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:

(1) Minimum setback and separation requirements, excepting nonresidential setback requirements from property lines that are common with any residentially zoned property; and

(2) Off-street parking required for nonresidential land uses pursuant to Table 6.03-1 (Off-Street Parking Requirements).

c. An Administrative Exception shall not be approved for reductions from minimum lot size, lot dimensions, landscape coverage, or residential parking requirements, 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."

PART VI: Development Code Section 4.02.035 (Fair Housing and Reasonable Accommodations) shall be rescinded and Development Code Section 4.03.055 (Fair Housing and Reasonable Accommodations) shall be added to read as follows:

"4.03.055: 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.

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. Application Filing, Processing and Hearing. A Fair Housing and Reasonable Accommodation 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 Fair Housing and Reasonable Accommodation request 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 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.

E. 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; 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."

PART VII: Paragraphs C.11 (Qualified Buyer) and C.12 (Qualified Nonprofit Corporation) of Development Code Section 5.03.010 (Accessory Dwelling Units) shall be added to read as stated below. All subsequent existing provisions contained in Subsection C (Definitions) shall be renumbered in correct alphanumeric order.

"**11**. Qualified Buyer. Persons and families of low or moderate income, as that term is defined in Health and Safety Code Section 50093.

12. Qualified Nonprofit Corporation. A nonprofit corporation organized pursuant to Internal Revenue Code Section 501(c)(3), which has received a welfare exemption under Revenue and Taxation Code Section 214.15, for properties intended to be sold to low-income families who participate in a special no-interest loan program."

PART VIII: Paragraph E.4 (No Separate Conveyance) of Section 5.03.010 (Accessory Dwelling Units) shall be amended to read as follows:

"**4.** No Separate Sale or Conveyance. An ADU or JADU may be rented; however, no ADU or JADU may be sold or otherwise conveyed separately from the lot and the primary dwelling (in the case of a single-family lot) or from the lot and all other dwellings (in the case of a multiple-family lot), except as provided by Subsection H (Sale or Conveyance of ADUs Separate from the Primary Residence)of this Section."

PART VIX: Subsection H (Sale or Conveyance of ADUs Separate from the Primary Residence) of Section 5.03.010 (Accessory Dwelling Units) shall be added to read as follows:

"**H. Sale or Conveyance of ADUs Separate from the Primary Residence.** Notwithstanding Paragraph E.4 (No Separate Sale or Conveyance) of this Section, an ADU can be sold or conveyed separately from the primary residence to a qualified buyer; provided, all of the following conditions are met:

1. The ADU or the primary dwelling was built or developed by a qualified nonprofit corporation.

2. There is an enforceable restriction on the use of the land pursuant to a recorded contract between the qualified buyer and the qualified nonprofit corporation that satisfies all of the requirements specified in Revenue and Taxation Code Section 402.1(10(a).

3. The property is held pursuant to a recorded tenancy in common agreement that includes all of the following:

a. The agreement allocates to each qualified buyer an undivided, unequal interest in the property based on the size of the dwelling that each qualified buyer occupies.

b. A repurchase option that requires the qualified buyer to first offer the purchase of the ADU or primary dwelling to the qualified nonprofit corporation should the buyer desire to later sell or convey the property.

c. A requirement that the qualified buyer occupy the ADU or primary dwelling as the buyer's principal residence.

d. Affordability restrictions on the sale and conveyance of the accessory dwelling unit or primary dwelling that ensures the ADU and primary dwelling will be preserved for low-income housing for 45 years for owner-occupied housing units and will be sold or resold to a qualified buyer.

e. Delineation of all areas of the property that are for the exclusive use of a cotenant. Each cotenant shall agree not to claim a right of occupancy to an area delineated for the exclusive use of another cotenant, provided that the latter cotenant's obligations to each of the other cotenants have been satisfied.

f. Delineation of each cotenant's responsibility for the costs of taxes, insurance, utilities, general maintenance and repair, improvements, and any other costs, obligations, or liabilities associated with the property. This delineation shall only be binding on the parties to the agreement, and shall not supersede or obviate the liability, whether joint and several or otherwise, of the parties for any cost, obligation, or liability associated with the property where such liability is otherwise established by law or by agreement with a third party.

g. Procedures for dispute resolution among the parties before resorting to legal action.

4. A grant deed naming the grantor, grantee, and describing the property interests being transferred shall be recorded in the county in which the property is located. A Preliminary Change of Ownership Report shall be filed concurrently with this grant deed pursuant to Revenue and Taxation Code Section 480.3.

5. Notwithstanding the requirements of Paragraph G.2 (Utility Fees) of this Section, if requested by a utility providing service to the primary residence, the ADU shall be provided separate water, sewer, or electrical connection to that utility."

PART X: Paragraph D.14 of Development Code Section 5.03.011 (Accessory Dwelling Units) shall be amended to read as follows:

"**14.** A lot developed with an Accessory Residential Structure shall maintain a useable rear yard as follows:

a. A traditional single-family dwelling shall maintain a useable rear yard area having minimum dimension of 20 FT in any horizontal direction; and

b. A small lot single-family dwelling shall maintain a useable rear yard having a minimum dimension of 10 FT in any horizontal direction."

PART XI: Section 5.03.067 (Banquet Facilities - Historic Properties) shall be amended to read as follows:

"**A.** A banquet facility shall be allowed in all zoning districts within a commercial structure or on property designated as a local historic landmark, or a contributing structure within a designated historic district, established pursuant to Section 4.02.040 (Historic Preservation—Local Historic Landmark and Local District Designations, Historic Resource Tiering, and Architectural Conservations Areas) of this Development Code, and shall be subject to the regulations therein during the life of the permit, except that no banquet facility shall be allowed in the MU-1 (Downtown Mixed Use) zoning district.

B. The minimum number of parking spaces required shall be provided pursuant to Division 6.03 (Off-Street Parking and Loading) of this Development Code. A parking demand study may be prepared by a qualified traffic consultant or engineer to support a reduction in the required number of parking spaces. The intent is to provide lower, flexible parking standards wherever possible and appropriate. Consideration shall be given to shared parking systems, on and off-street parking resources, compatibility with historic patterns of development, and the availability of mass transit resources.

C. Live entertainment shall be prohibited. Request for live entertainment shall require conditional use permit approval by the Zoning Administrator. Karaoke, DJs, live musical acts, and other similar forms of entertainment are considered live entertainment. Amplified prerecorded music may be permitted; however, the sound emitted from the premises shall not be audible beyond the property lines of the business establishment.

D. Alcohol beverage sales shall be allowed subject to the approval of a Conditional Use Permit issued pursuant to the requirements of Section 4.02.015 (Conditional Use Permits) and Section 5.03.025 (Alcoholic Beverage Sales) of this Development Code.

E. The applicant shall comply with all applicable building code regulations related to the change of use of the structure to a banquet facility."

PART XII: Subparagraph G.1 (Retail Sales Events) of Development Code Section 5.03.395 (Temporary and Interim Land Uses, Buildings, and Structures) shall be amended to read as follows:

"**1.** Retail Sales Events and Other Similar Business Events. Retail sales events and other similar business events, including but not limited to special outdoor sales, sidewalk sales, and parking lot sales, are subject to the following:

a. A retail sales event or other similar business event shall only be allowed in conjunction with a legally established business that has been operated for a period of at least 180 days prior to the retail sales event or other similar business event.

b. Retail sales events and other similar business events shall be limited to eight, one-week periods per calendar year, per business location. The one-week periods may be used consecutively, not to exceed a total of 56 days per calendar year.

c. The outdoor display of merchandise shall be restricted to an area directly adjacent to the business' exterior storefront; however, in the case of shopping centers, when it is not practical for the outdoor display area to be located directly adjacent to the business front, the sale area shall be located in an area as close as practically possible, to the business' exterior storefront.

d. The display of merchandise shall not impede pedestrian or vehicular circulation.

e. All merchandise, materials, signs, and debris shall be removed from the outdoor area by 9:00AM following the last day of the retail sales event."

PART XIII: Paragraph F.8 of Development Code Section 6.01.010 (Residential Zoning Districts) shall be amended to read as follows:

"**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."

PART XIV: Subsection G (Definition of Words Beginning with the Letter "G") of Development Code Section 9.01.010 (Terms and Phrases) shall be amended, revising the definition of "garage" as follows:

"Garage. An accessory structure or portion of a main structure that is fully enclosed and designed for the shelter or storage of motor vehicles."

PART XV: Rescind Ordinance No. 3200, an urgency ordinance establishing standards for the development of Single-Family Two-Unit Projects and Urban Lot Splits, and Development Code Section 5.03.403 (Single-Family Two-Unit Projects) and Section 6.08.060 (Urban Lot Splits) shall be added to read as follows:

"Section 5.03.403: Single-Family Two-Unit Projects

A. Purpose. The purpose of this Section is to allow and appropriately regulate Single-Family Two-Unit Projects pursuant to GC Section 65852.21.

B. Definition. A "Two-Unit Project" means the development of two primary dwelling units or, if there is already a primary dwelling unit on the lot, the development of a second primary dwelling unit on a legally subdivided lot pursuant to the requirements of this Section.

C. Application.

1. Only individual property owners may apply for a Two-Unit Project. "Individual property owner" means a natural person holding fee title individually or jointly in the person's own name or a beneficiary of a trust that holds fee title. "Individual property owner" does not include any corporation or corporate person of any kind (partnership, LP, LLC, C

corporation, S corporation, etc.) except for a community land trust (as defined by Revenue and Taxation Code Section 402.1(a)(11)(C)(ii)) or a qualified nonprofit corporation (as defined by Section 214.15).

2. An application for a Two-Unit Project shall be submitted on a City application form.

3. The applicant shall obtain a certificate of compliance with the Subdivision Map Act for the lot and provide the certificate with the application.

4. Only a complete application will be considered. The City will inform the applicant in writing of any incompleteness within 30 days following application submittal.

5. The City may establish a fee to recover its costs for adopting, implementing, and enforcing this Section of the Development Code, pursuant to applicable law. The City council may establish and change the fee by resolution. The fee shall be paid with the application.

D. Approval.

1. An application for a Two-Unit Project is approved or denied ministerially, by the Planning Director, without discretionary review.

2. The ministerial approval of a Two-Unit Project does not take effect until the City has confirmed that all required documents have been recorded, such as the deed restriction and easements.

3. The approval shall require the owner and applicant to hold the City harmless from all claims and damages related to the approval and its subject matter.

4. The approval shall require the owner and applicant to reimburse the City for all costs of enforcement, including attorneys' fees and costs associated with enforcing the requirements of this Development Code.

E. Requirements. A Two-Unit Project shall satisfy all of the following requirements:

1. Subdivision Map Act (SMA) Compliance. The lot shall have been legally subdivided.

2. Zoning District. The lot is in a single-family residential zoning district. For the purpose of this Section, the term "single-family residential zoning district" shall mean the LRD-5 (Low Density Residential – 2.1 to 5.0 DU/Acre) zoning district.

3. Lot Location. Pursuant to the GC Section 65913.4(a)(6)(B) through (K), the lot to be split shall not be located on a site that is any of the following:

a. Prime farmland, farmland of statewide importance, or land that is zoned or designated for agricultural protection or preservation by the voters.

b. A wetland.

c. Within a very high fire hazard severity zone, unless the site complies with all fire-hazard mitigation measures required by existing building standards.

d. A hazardous waste site that has not been cleared for residential use.

e. Within a delineated earthquake fault zone, unless all development on the site complies with applicable seismic protection building code standards.

f. Within a 100-year flood hazard area, unless the site has either:

(1) Been subject to a Letter of Map Revision prepared by the Federal Emergency Management Agency and issued to the local jurisdiction; or

(2) Meets Federal Emergency Management Agency requirements necessary to meet minimum flood plain management criteria of the National Flood Insurance Program.

g. Within a regulatory floodway, unless all development on the site has received a no-rise certification.

h. Land identified for conservation in an adopted natural community conservation plan, habitat conservation plan, or other adopted natural resource protection plan.

i. Habitat for protected species.

j. Land under conservation easement.

4. Not Historic. The lot shall not be a historic property or within a historic district that is included on the State Historic Resources Inventory. Nor may the lot be or be within a site that is designated by ordinance as a city or county landmark, or as a historic property or district.

5. No Impact on Protected Housing. The Two-Unit Project shall not require or include the demolition or alteration of any of the following types of housing:

a. Housing that is income-restricted for households of moderate, low, or very low income.

b. Housing that is subject to any form of rent or price control through a public entity's valid exercise of its policy power.

c. Housing, or a lot that used to have housing, that has been withdrawn from rental or lease under the Ellis Act (GC Sections 7060–7060.7) at any time in the 15 years prior to submission of the Urban Lot Split application.

d. Housing that has been occupied by a tenant in the last 3 years. The applicant and the owner of a property for which an Urban Lot Split is sought shall provide a sworn statement as to this fact with the application for the tentative parcel map. The City may conduct its own inquiries and investigation to ascertain the veracity of the sworn statement, including but not limited to, surveying owners of nearby properties; and the City may require additional evidence of the applicant and owner as necessary to determine compliance with this requirement.

6. Unit Standards.

a. *Quantity*.

(1) No more than two dwelling units of any kind may be built on a lot that results from an Urban Lot Split. For purposes of this paragraph, "unit" means any dwelling unit, including, but not limited to, a primary dwelling unit, a unit created pursuant to Section 5.03.403 (Two-Unit Projects) of this Development Code, or an ADU or JADU created pursuant to State law and Section 5.03.010 (Accessory Dwelling Unit) of this Development Code.

(2) A lot that is not created by an Urban Lot Split may have a Two-Unit Project as provided by this Section, plus any ADU or JADU that shall be allowed pursuant to State law and Section 5.03.010 (Accessory Dwelling Unit) of this Development Code.

b. *Unit Size*.

(1) The total floor area of each primary dwelling that is developed under this Section shall be a minimum of 500 SF in area and a maximum of 800 SF in area.

(2) A primary dwelling that was legally established on the lot prior to the Two-Unit Project and is larger than 800 SF is limited to the lawful floor area at the time of the Two-Unit Project. The unit may not be expanded.

(3) A primary dwelling that was legally established prior to the Two-Unit Project and is smaller than 800 SF may be expanded to 800 SF after or as part of the Two-Unit Project.

c. *Height Restrictions*.

(1) On a lot that is larger than 2,000 SF, no new primary dwelling unit may exceed one-story or 16 FT in height, measured from grade to peak of the structure.

(2) On a lot that is smaller than 2,000 SF, no new primary dwelling unit may exceed two-stories or 22 FT in height, measured from grade to peak of the structure. Any portion of a new primary dwelling that exceeds one story in height shall be stepped back by an additional 5 FT from the ground floor; no balcony deck or other portion of the second story may project into the stepback.

(3) No rooftop deck is permitted on any new or remodeled dwelling or structure on a lot with a Two-Unit Project.

d. *Demo Cap*. The Two-Unit Project shall not involve the demolition of more than 25 percent of the existing exterior walls of an existing dwelling unless the site has not been occupied by a tenant in the last 3 years.

e. *Lot Coverage*. [Include a lot coverage standard here if desired.] 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.

f. *Setback Requirements*.

(1) **Generally**. All setbacks shall conform to the minimum requirements of the underlying zoning district.

(2) **Exceptions**. Notwithstanding subpart E.6.f above:

(a) Existing Structures. No setback is required for an existing legally established structure or for a new structure that is constructed in the same location and to the same dimensions as an existing legally established structure.

(b) Cannot Preclude Construction of Two 800-SF Units and 4-FT Side/Rear Setbacks. The setbacks imposed by the underlying zoning district shall yield to the degree necessary to avoid physically precluding the construction of up to two units on the lot or either of the two units from being at least 800 SF in floor area; but in no event may any structure be less than 4 FT from a side or rear property line.

(3) **Front Setback Area**. Notwithstanding any other part of this code, dwellings that are constructed under this Section shall conform to the front setback requirement of the underlying zoning district. The front setback area shall:

(a) Be kept free from all structures greater than 3 FT high; and

(b) Allow for vehicular and fire-safety access to the front structure.

g. *Parking*. Each new primary dwelling unit shall have at least one off-street parking space per unit within a fully enclosed garage having a minimum interior clear area measuring 10 FT in width and 20 FT in length, unless one of the following applies:

(1) The lot is located within one-half mile walking distance of either

(a) A corridor with fixed route bus service with service intervals no longer than 15 minutes during peak commute hours or

(b) A site that contains:

(i) An existing rail or bus rapid transit station,

(ii) A ferry terminal served by either a bus or rail transit service, or

(iii) The intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods.

(2) The site is located within one block of a permanently established car-share vehicle pickup/drop-off location.

h. *Architecture*.

(1) If there is a legal primary dwelling on the lot that was established before the Two-Unit Project, any new primary dwelling unit shall match the existing primary dwelling unit with respect to exterior materials, finishes, color, and dominant roof pitch. The dominant roof pitch means the slope shared by the largest portion of the roof.

(2) If there is no legal primary dwelling on the lot before the Two-Unit Project, and if two primary dwellings are developed on the lot, the dwellings shall match each other with respect to exterior materials, finishes, color, and dominant roof pitch. The dominant roof pitch means the slope shared by the largest portion of the roof.

(3) All exterior lighting shall be limited to down-lights.

(4) No window or door of a dwelling that is constructed on the lot may have a direct line of sight to an adjoining residential property. Decorative masonry block walls, dense landscaping,

or privacy glass may be used to provide screening and prevent a direct line of sight.

(5) If any portion of a dwelling is less than 30 FT from a property line that is not a public street right-of-way line, then all windows and doors in that portion shall either be (for windows) clerestory with the bottom of the glass at least 6 FT above the finished floor, or (for windows and doors) utilize frosted or obscure glass.

i. *Walls, Fences, and Obstructions*.

(1) A lot comprising a Two-Unit Project shall be provided with 6-FT high decorative masonry block walls (reduced to 3 FT in height within front setback areas) at the following locations:

(a) Interior side and rear lot lines of each lot; and

(b) Street side property lines and along the rear property line of through lots, setback a minimum of 5 FT behind the sidewalk.

(2) The construction and maintenance of walls, fences, and other obstructions shall comply with the requirements of Chapter 6.0 (Development and Subdivision Regulations), (Division 6.02 (Walls, Fences, and Obstructions) of this Development Code.

j. *Landscaping*. A lot comprising a Two-Unit Project shall be fully landscaped and provided with a permanent automatic irrigation system pursuant to the requirements Chapter 6.0 (Development and Subdivision Regulations), Division 6.05 (Landscaping) of this Development Code.

k. *Nonconforming Conditions*. A Two-Unit Project shall be approved only if all nonconforming zoning conditions are corrected.

l. *Utilities*.

(1) Each primary dwelling unit on the resulting lots shall have its own direct utility connection to the utility service provider.

(2) Each primary dwelling unit on the resulting lots that is or that is proposed to be connected to an onsite wastewater treatment system shall first have a percolation test completed within the last 5 years or, if the percolation test has been recertified, within the last 10 years.

m. *Building & Safety*. All structures built on a lot comprising a Two-Unit Project shall comply with all current local building standards. A

project under this Section is a change of use and subjects the whole of the lot, and all structures, to the City's current code.

7. Fire-Hazard Mitigation Measures. A lot in a very high fire hazard severity zone shall comply with each of the following fire-hazard mitigation measures:

a. It shall have direct access to a public street right-of-way with a paved street with a width of at least 40 FT. The public street right-of-way shall have at least two independent points of access for fire and life safety to access and for residents to evacuate.

b. All dwellings on the site shall comply with current fire code requirements for dwellings in a very high fire hazard severity zone.

c. All enclosed structures on the site shall have fire sprinklers.

d. All sides of all dwellings on the site shall be within a 150-FT hose-pull distance from either the public street right-of-way or of an onsite fire hydrant or standpipe.

e. If the lot does not have a swimming pool, the lot shall have a water reservoir of at least 5,000 gallons per dwelling, with fire-authority approved hookups compatible with fire-authority standard pump and hose equipment.

8. Separate Conveyance.

a. Primary dwelling units on the lot may not be owned or conveyed separately from each other.

b. Condominium airspace divisions and common interest developments are prohibited.

c. All fee interest in a lot and all dwellings on the lot shall be held equally and undivided by all individual property owners.

9. Regulation of Uses.

a. *Residential-Only*. No non-residential use is permitted on the lot.

b. *No Short Term Rentals*. No dwelling unit on a lot comprising a Two-Unit Project shall be rented for a period of less than 30 days.

c. *Owner Occupancy*. Unless the lot comprising a Two-Unit Project was formed by an Urban Lot Split, the individual property owners of a lot with a Two-Unit Project shall occupy one of the dwellings on the lot as the owners' principal residence and legal domicile.

10. Notice of Construction.

a. At least 30 business days before starting any construction of a Two-Unit Project, the property owner shall give written notice to all the owners of record of each of the adjacent residential parcels, which notice shall include the following information:

(1) Notice that construction has been authorized,

(2) The anticipated start and end dates for construction,

(3) The hours of construction,

(4) Contact information for the project manager (for construction-related complaints), and

(5) Contact information for the Building & Safety Department.

b. This notice requirement does not confer a right on the noticed persons or on anyone else to comment on the project before permits are issued. Approval is ministerial. Under state law, the City has no discretion in approving or denying a particular project under this Section. This notice requirement is purely to promote neighborhood awareness and expectation.

11. Deed Restriction. The owner shall record a deed restriction, acceptable to the City, that does each of the following:

a. Expressly prohibits any rental of any dwelling on the property for a period of less than 30 days.

b. Expressly prohibits any non-residential use of the lot.

c. Expressly prohibits any separate conveyance of a primary dwelling on the property, any separate fee interest, and any common interest development within the lot.

d. If the lot is not created by an Urban Lot Split: Expressly requires the individual property owners to live in one of the dwelling units on the lot as the owners' primary residence and legal domicile.

e. States that the property is formed by an Urban Lot Split and is therefore subject to the City's Urban Lot Split regulations, including all applicable limits on dwelling size and development.

F. Specific Adverse Impacts.

1. Notwithstanding anything else in this Section, the City may deny an application for a Two-Unit Project if the building official makes a written finding, based on a preponderance of the evidence, that the project would have a "specific, adverse impact" on either public health and safety or on the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact.

2. The term “specific adverse impact” has the same meaning as in GC Section 65589.5(d)(2): “a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete” and does not include (1) inconsistency with the zoning ordinance or general plan land use designation or (2) the eligibility to claim a welfare exemption under Revenue and Taxation Code Section 214(g).

3. The building official may consult with and be assisted by planning staff and others as necessary in making a finding of specific, adverse impact.

G. Remedies. If a Two-Unit Project violates any part of this Development Code or any other legal requirement:

1. The buyer, grantee, or lessee of any part of the property has an action for damages or to void the deed, sale, or contract.

2. The City may:

a. Bring an action to enjoin any attempt to sell, lease, or finance the property.

b. Bring an action for other legal, equitable, or summary remedy, such as declaratory and injunctive relief.

c. Pursue criminal prosecution, punishable by imprisonment in county jail or state prison for up to one year, by a fine of up to $10,000, or both; or a misdemeanor.

d. Record a notice of violation.

e. Withhold any or all future permits and approvals.

f. Pursue all other administrative, legal, or equitable remedies that are allowed by law, this Development Code, or the City’s Municipal Code.”

“**Section 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. An “Urban Lot Split” means 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 & Safety*. All structures built on a lot resulting from an Urban Lot Split shall comply with all current local building standards. An Urban Lot Split is a change of use.

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.

b. 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 the lots created by the 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."

PART XVI: Development Code Table 2.02-1 (Review Matrix) shall be amended to read as follows:

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	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	
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]** (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 per ODC Section 6.01.010.G (Density Bonus and Other Incentives) **[1]**								R	X	

Table 2.02-1: Review Matrix

Applications, Actions, Decisions and Processes	Reviewing Authorities [4]									
	Planning Director	City Engineer	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
4. Development Plans (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	
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 **[1]**					R			X	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) **[1]**						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	
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	

Table 2.02-1: Review Matrix

Applications, Actions, Decisions and Processes	Reviewing Authorities [4]									
	Planning Director	City Engineer	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
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. Interpretations and Land Use Determinations (Ref: ODC Section 1.02.010)				X				A	A	
8. Master Plans and Amendments **[1]** (Ref: ODC Section 4.02.070)								R	X	
9. Minor Adjustments and Alterations (Ref: ODC Section 4.02.020.D)				X				A	A	
10. Nonconforming Structure Reconstruction **[1]** (Ref: ODC Section 3.01.020)								X	A	
11. Parking Reduction (Ref: ODC Section 6.03.025)								X	A	
12. Sign Programs (Ref: ODC Section 4.02.075)	X							A	A	
13. Specific Plan Minor Adjustments and Alterations (Ref: ODC Section 4.02.080)	X							A	A	
14. Stays of Permit Approval Time Limit (Ref: ODC Section 2.02.025.A.8)				X[5]	X[5]	X[5]	X[5]	X[5]	X[5]	
15. Subdivisions										
a. Lot Merger (Merger of Contiguous Parcels) **[1]** (Ref: ODC Section 4.02.085)					R			X	A	
b. Reversions to Acreage **[1]** (Ref: ODC Section 4.02.090)					R			X	A	
c. Tentative Tract and Parcel Maps, and Vesting Maps **[1]** (Ref: ODC Section 4.02.095)					R			X	A	
d. Tentative Tract and Parcel Map Time Extensions (Ref: ODC Section 2.02.025.A.3 & 4)					R			X	A	
16. Time Extensions, excepting tentative subdivision maps (Ref: ODC Section 2.02.025)	X							A	A	
17. Variances (Ref: ODC Section 4.02.020.E)										
a. Homeowner **[1]**				X				A	A	
b. Other **[1]**					R			X	A	

Table 2.02-1: Review Matrix

Applications, Actions, Decisions and Processes	Reviewing Authorities [4]									
	Planning Director	City Engineer	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
C. MINISTERIAL (ADMINISTRATIVE) PERMITS AND DECISIONS										
1. Administrative Exceptions (Ref: ODC Section 4.02.020.C)	X							A	A	
2. Administrative Use Permits (Ref: ODC Section 4.03.015)	X									
3. Airport Land Use Compatibility Plan (ALUCP) Interagency Reviews **[7]** (Ref: ALUCP)	X								A[8]	
4. Business License - Zoning/Land Use Compliance (Ref: OMC 3-1.129 (Zoning Compliance)	X							A	A	
5. Development Applications within the ONT zoning district	X									
6. Landscape and Irrigation Plans (Ref. ODC Section 6.05.005)	X							A	A	
7. Off-Site (Public) Improvement Plans (Ref: ODC Section 6.08.040)		X						A	A	
8. Other Plan Checks required by this Development Code	X							A	A	
9. Shopping Cart Retention Plans (Ref: ODC Section 6.11.020)	X							A	A	
10. Sign Plans (Ref: ODC Section 4.03.020)	X							A	A	
11. Single-Family Two-Unit Developments (Ref: ODC Section 5.03.403)	X							A	A	
12. 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	
13. Tier 1 wireless telecommunications facility pursuant to ODC Section 5.03.420 (Wireless Telecommunications Facilities)				X				A	A	

Table 2.02-1: Review Matrix

Applications, Actions, Decisions and Processes	Reviewing Authorities [4]									
	Planning Director	City Engineer	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
14. Wall, Fence, and Obstructions Plans (Ref. ODC Section 6.02.005)	**X**							**A**	**A**	
15. Fair Housing and Reasonable Accommodation (Ref: ODC Section 4.02.035)	**X**							**A**	**A**	
D. ENVIRONMENTAL DETERMINATIONS AND ACTIONS										
1. Environmental Impact Reports (EIRs) (Ref: CCR Section 15080 et seq.)								**X[3]**	**X[3]**	
2. Exempt Projects (Ref: CCR Section 15300 et seq.)	**X[3]**			**X[3]**	**X[3]**	**X[3]**	**X[3]**	**A**	**A**	
3. Ministerial Projects (Ref: CCR Section 15268)	**Ministerial projects are exempt from the requirements of CEQA [10]**									
4. Negative Declarations (NDs) and Mitigated Negative Declarations (MNDs) (Ref: CCR Section 15070 et seq.)				**X[3]**	**X[3]**	**X[3]**	**X[3]**	**X[3]**	**X[3]**	
5. Addendums to previously certified EIRs and previously adopted NDs and MNDs (Ref: CCR Section 15164)				**X[3]**	**X[3]**	**X[3]**	**X[3]**	**X[3]**	**X[3]**	
6. Environmental review for projects located within the ONT zoning district **[9]**										**X**

Notes:

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

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

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

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

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

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

[7] Refer to the 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;*
- *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.

PART XVII: Development Code Table 2.03-1 (Notification Matrix) shall be amended to read as follows:

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**
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				

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*
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 per ODC Section 6.01.010.G (Density Bonus and Other Incentives) **[1]**		X	X	
4. Development Plans (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		
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 5.03.415 (Wireless Telecommunications Facilities) of this Development Code				
(1) Tier 2 facilities		X		
(2) Tier 3 facilities **[1]**		X	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)				

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*
(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		
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 and Alterations **[5]** (Ref: ODC Section 4.02.020.D)		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*
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 Adjustments and Alterations (Ref: ODC Section 4.02.080)	X			
14. Stays of Permit Approval Time Limit (Ref: ODC Section 2.02.025.A.8)	X			
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 4.02.020.C)	X			
2. Administrative Use Permit (Ref: ODC Section 4.02.015)	X			
3. Airport Land Use Compatibility Plan (ALUCP) Interagency Reviews **[4]** (Ref: ALUCP)	X			
4. Fair Housing and Reasonable Accommodation Ref: ODC Section 4.02.035)	X			
5. Landscape and Irrigation Documentation Plans (Ref. ODC Section 6.05.015)	X			
6. Off-Site (Public) Improvement Plans (Ref: ODC Section 6.08.040)	X			
7. Sign Plans (Ref: ODC Section 4.03.020)	X			
8. Single-Family Two-Unit Developments (Ref: ODC Section 5.03.403)	X			
9. Subdivisions				

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. 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 Section 6.06.010)	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 Split (Ref: ODC Section 6.08.060)	X			
10. Tier 1 wireless telecommunications facility pursuant to ODC Section 5.03.415 (Wireless Telecommunications Facilities)	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			
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] A Large Family Day Care facility shall require notification pursuant to Subparagraph 2.03.010.C.1.b(1) of this Division.

[4] Refer to the LA/Ontario International Airport Land Use Compatibility Plan for procedures for application processing and administration, and appeals processing.

[5] A Minor Adjustments and Alterations *shall require notification pursuant to Paragraph 4.02.020.D.3 (Application Filing, Processing and Hearing) of this Development Code.*

PART XVIII: Development Code Table 8.01-1 (Sign Regulation Matrix) shall be amended, revising the Special Regulations for Retail Sales Events in Commercial zoning districts (Subparagraph C.1.c[2]) and Industrial zoning districts (Subparagraph E.1.c[2]), to read as follows:

"[2] Retail Sales Events and Other Similar Business Events. A retail sales event or other similar business event permitted pursuant to Subparagraph 5.03.395.G.1 of this Development Code, may be allowed temporary signage for maximum of eight, one-week periods per calendar year, not to exceed a total of 56 days per calendar year.

PART XIX: Development Code Table 5.02-1 (Land Use Matrix) shall be amended as shown in Exhibit A: Portion of Table 5.02-1 (Land Use Matrix), of this attachment.

Exhibit A: Portion of Table 5.02-1 (Land Use Matrix)

Table 5.02-1: Land Use Matrix

2022 NAICS Code	Land Uses, Activities, and Facilities *Note: In addition to the requirements of this Table, properties located within the Airport Influence Area (AIA) established by the LA/Ontario International Airport Land Use Compatibility Plan (ALUCP) shall be subject to the land use requirements and standards of the ALUCP.*	Residential Zoning Districts				Commercial Zoning Districts							Mixed Use Zoning Districts							Industrial Zoning Districts					Specialized Use and Overlay Zoning Districts								Additional Regulations
													MU-1																			
		AR-2 & RE-2	RE-4 & LDR-5	MDR-11, 18 & 25	HDR-45	CS	CN	CC	CR	CCS	OL	OH	LUA-1	LUA-2N	LUA-2S	LUA-3	LUA-4	MU-2	MU-11	BP	IP	IL	IG	IH	AG	CIV	MHP	ONT	OS-C	OS-R	RC	UC	
61	**EDUCATION SERVICES**																															
611	**Educational Services**																															
6115	**Technical, Trade, and Vocational Schools**	---	---	---	---	---	---	C	C	---	---	C	---	---	---	---	C	C	C	C	C	C	C	---	---	C	---	---	---	---	---	---	
62	**HEALTH CARE AND SOCIAL ASSISTANCE**																															
623	**Nursing and Residential Care Facilities**																															
6239	**Other Residential Care Facilities for 6 or fewer persons** (includes facilities providing adult residential care services, which do not require a State-issued license to operate, such as but not limited to group homes for the hearing or visually impaired, halfway group homes for ex-offenders, group homes for unwed mothers, group homes for the disabled without nursing care, and sober living facilities.)	*P	*P	*P	*P	---	---	---	---	---	---	---	*P	*P	*P	*P	---	*P	*P	---	---	---	---	---	*P	---	---	---	---	---	---	---	* Allowed only in conjunction with an existing single-family residence. See Section 5.03.345 (Residential Care Facilities, Other—6 or Fewer Persons)

CITY OF ONTARIO *Agenda Report* **June 21, 2022**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Bonnie Tam Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Bonnie Tam Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 18

SUBJECT: **ADOPTION OF AN ORDINANCE AMENDING CHAPTER 3 OF TITLE 6 OF VOLUME I OF THE ONTARIO MUNICIPAL CODE REGARDING INTEGRATED SOLID WASTE MANAGEMENT COLLECTION FREQUENCY**

RECOMMENDATION: That the City Council consider and adopt an Ordinance amending Chapter of Title 6 of Volume I of the Ontario Municipal Code regarding integrated solid waste management collection frequency and finding the action exempt from CEQA.

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

FISCAL IMPACT: There is no fiscal impact associated with the recommended action.

BACKGROUND & ANALYSIS: On June 7, 2022, the City Council held a public hearing, introduced and waived further reading for an Ordinance to amend Chapter of Title 6 of Volume I of the Ontario Municipal Code regarding integrated solid waste management collection frequency. As noted in the June 7, 2022 Agenda Report on this matter, the City of Ontario provides for the removal of solid waste from commercial facilities. Integrated Waste, a department of the City's Public Works Agency, carries out solid waste removal duties within the City and provides service to various commercial facilities within the City's jurisdiction. Recently, the Integrated Waste Department has experienced multiple "dead runs," whereby its collection services have observed empty or nearly-empty containers at various commercial facilities where service is currently provided multiple times per week.

The Municipal Code currently requires the Integrated Waste Department to engage in collection services from these locations at a frequency that results in such dead runs, which has impacted the Integrated Waste Department's ability to schedule service for other customers.
Reducing the frequency of collections at these commercial locations where such service is unnecessary will allow the Public Works Agency to better allocate its resources to meet demand in areas where its services are required.

The proposed Ordinance would amend Section 6.3.201, subdivision (b), of Title 6 of the Ontario Municipal Code to allow the Administrator to adjust collection frequency based upon a finding that lower collection frequency and/or fewer containers are sufficient to maintain the premises in a clean and sanitary condition, and further provided that such changes would not result in the accumulation of putrescible materials on the premises for more than one week. The proposed Ordinance requires two written notifications to the customer listed on the City's billing records, notifying the customer of the Administrator's determination and giving the customer the opportunity to appeal the adjustment in service levels.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AMENDING CHAPTER 3 OF TITLE 6 OF VOLUME I OF THE ONTARIO MUNICIPAL CODE REGARDING INTEGRATED SOLID WASTE MANAGEMENT COLLECTION FREQUENCY AND FINDING THE ACTION EXEMPT FROM CEQA.

WHEREAS, the City of Ontario ("City") currently provides for the removal of solid waste from commercial facilities in keeping with its goal to maintain a safe, clean, and sanitary community; and

WHEREAS, the Public Works Agency has experienced multiple "dead runs" in its collection at various commercial facilities in which service is provided for empty or nearly empty containers; and

WHEREAS, the Public Works Agency has been impacted in its ability to schedule service for customers because it has been required to make collections to commercial facilities, even when such collections were unnecessary; and

WHEREAS, reducing collection service when such service is unnecessary allows the Public Works Agency to devote its resources to areas with higher demand for waste collection; and

WHEREAS, the City Council recognizes the need to balance the operational efficiency of its Public Works Agency with its requirements regarding the frequency of waste collection.

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

SECTION 1. The recitals above are true and correct and are hereby incorporated herein by this reference.

SECTION 2. Subdivision (b) of Section 6.3.201, "Accumulations," of Title 6 of the Ontario Municipal Code is hereby amended to read in full as follows:

Sec. 6-3.201. Accumulations.

(b) The Administrator may require a greater number of collections per week or may require placement of additional containers upon finding that an unhealthful, unsightly, or public nuisance exists under the current service level. The Administrator may also reduce the number of collections per week or permit fewer containers upon a finding that the lower collection frequency and/or fewer containers are sufficient to maintain the premises in a clean and sanitary condition and will not result in putrescible materials accumulating for greater than one week. In either event, the customer will be charged for collections and/or containers at the current fee schedule. Prior to imposing such service

and rate adjustments, the City shall provide at least two (2) written notifications, at least seven (7) days apart, to the customer as listed on the City billing. The customer may appeal such a determination in writing to the City Manager within seven (7) days of the second notice. The City shall not impose the service adjustments until the seven (7) day appeal period has passed, or if appealed, until the City Manager determines the outcome of the appeal.

SECTION 3. Section 6-3.312, "Commercial collection frequency," of Title 6 of the Ontario Municipal Code is hereby amended to read in full as follows:

Sec. 6-3.312. Commercial collection frequency.

All non-organic waste, recycling, green waste and other organics generated at commercial establishments shall generally be collected a minimum of one (1) time per week. Roll-off service shall generally be provided a minimum of one (1) time every fourteen (14) days if the collection material is free from putrescible material, or the container may be removed. However, in all cases, the Administrator may increase or decrease the minimum level of required collection service pursuant to the procedures in § 6-3.201.

SECTION 4. Severability. If any section, subsection, subdivision, sentence, clause, or phrase in this Ordinance or any part thereof is for any reason held to be unconstitutional, invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council hereby declares that it would have adopted each section irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, or phrases be declared unconstitutional, invalid or ineffective.

SECTION 5. CEQA. The City Council finds that adoption of this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15358 (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly. Moreover, the City Council finds that this Ordinance is also exempt under CEQA pursuant to Guidelines Section 15061(b)(3) (there exists no possibility that the activity will have a significant adverse effect on the environment).

SECTION 6. This Ordinance shall become effective thirty (30) days after its adoption by the City Council.

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 June, 2022.

_____
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. 3213 was duly introduced at a regular meeting of the City Council of the City of Ontario held June 7, 2022 and adopted at the regular meeting held June 21, 2022 by the following roll call vote, to wit:

AYES: MAYOR/COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

I hereby certify that the foregoing is the original of Ordinance No. 3213 duly passed and adopted by the Ontario City Council at their regular meeting held June 21, 2022 and that Summaries of the Ordinance were published on June 14, 2022 and June 28, 2022, in the Inland Valley Daily Bulletin newspaper.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

CITY OF ONTARIO *Agenda Report* **June 21, 2022**	**SECTION:** **PUBLIC HEARINGS**
Department: Development Administration Prepared By: Derrick E Womble Staff Member Presenting: Scott Murphy, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 19

SUBJECT: **A PUBLIC HEARING TO CONSIDER AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT (FILE NO. PDA21-007) BETWEEN THE CITY OF ONTARIO AND REMINGTON APG LLC, TO ESTABLISH THE TERMS AND CONDITIONS ASSOCIATED WITH A DEVELOPMENT PLAN (FILE NO. PDEV21-024) TO CONSTRUCT THREE INDUSTRIAL BUILDINGS TOTALING 200,322 SQUARE FEET ON 10.2 ACRES OF LAND, LOCATED AT THE NORTHEAST CORNER OF REMINGTON AVENUE AND THE CUCAMONGA CREEK FLOOD CONTROL CHANNEL, WITHIN THE INDUSTRIAL (PA-3) LAND USE DISTRICT OF THE COLONY COMMERCE CENTER EAST SPECIFIC PLAN, AND MAKING FINDINGS IN SUPPORT THEREOF - APNS: 0218-311-07 AND 0218-311-13**

RECOMMENDATION: That the City Council introduce and waive further reading of an Ordinance approving a Development Agreement (File No. PDA21-007) between the City of Ontario and Remington APG, LLC, to establish the terms and conditions associated with a Development Plan (File No. PDEV21-024) to construct three industrial buildings totaling 200,322 square feet on 10.2 acres of land, located at the northeast corner of Remington Avenue and the Cucamonga Creek Flood Control Channel, within the Industrial (PA-3) land use district of the Colony Commerce Center East Specific Plan.

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

FISCAL IMPACT: The proposed Development Agreement (File No. PDA21-007) will not have a direct impact on the City's General Fund. The Development Agreement will provide funding from the formation of a Community Facilities District (CFD) for City services and facilities required to support the Colony Commerce Center East Specific Plan development, thereby mitigating the increased costs associated with such services. In addition, the City will receive public service funding fees plus

development impact, compliance processing, licensing, and permitting fees. No General Fund revenue will be used to support the Ontario Ranch development.

BACKGROUND & ANALYSIS: On May 1, 2018, the City Council certified the Environmental Impact Report (State Clearinghouse No. 2017031048) ("EIR") and related Colony Commerce Center East Specific Plan, File No. PSP16-003 (the "Specific Plan"). The Specific Plan addresses the development of 94.4 acres within the Specific Plan boundaries and includes the potential development of 2,362,215 square feet of business park and industrial uses.

The Ontario Ranch financial commitments required for construction of properties within a specific plan are substantial. Therefore, in order to adequately forecast these costs and gain assurance that the project may proceed under the existing policies, rules, and regulations, Remington APG, LLC ("Owner"), has requested that the City enter into negotiations to create a Development Agreement ("Agreement"). In accordance with California Government Code Section 65865, which in part states that that "[a]ny city… may enter into a Development Agreement with any person having a legal or equitable interest in real property for the development of such property…" and California Government Code Section 65865.52, which in part states that "a Development Agreement shall specify the duration of the Agreement, the permitted uses of the property… and may include conditions, terms, restrictions…," the City of Ontario adopted Resolution No. 2002-100 setting forth the procedures and requirements for consideration of Development Agreements. Pursuant to these procedures and requirements, Staff entered into negotiations with the Owner to create a Development Agreement for consideration by the Planning Commission and City Council.

The proposed Agreement (File No. PDA21-007) is based upon the model Development Agreement that was developed in coordination with the City Attorney and legal counsel for NMC Builders. This model Development Agreement is consistent with the provisions of the Construction Agreement. The terms of the agreement between NMC Builders' members requires that members of the LLC enter into Development Agreements that are consistent with the provisions of the Construction Agreement. The Agreement proposes to include 10.2 acres of land within the Industrial (PA-3) land use district of the Specific Plan, as shown on the attached Exhibit A. The Agreement grants the Owner a vested right to develop Planning Area 3, provided the Owner complies with the terms and conditions of the Specific Plan and related EIR. On July 1, 2021, the Applicant submitted a Development Plan (File No. PDEV21-024) as shown in the Site Plan (Exhibit B), requesting approval to construct three industrial buildings totaling 200,322 square feet, within Planning Area 3 (PA-3 Industrial land use district) of the Specific Plan.

On May 16, 2022, the City of Ontario's Development Advisory Board ("DAB") issued Decision No. DAB22-013, approving the Development Plan. It is important to note, that per the Development Code, the approved Development Plan did not require Planning Commission approval. However, in order to ensure the vested interests of the Applicant and the City of Ontario, and pursuant to the Construction Agreement with NMC Builders, the Applicant is required to enter into the proposed Agreement.

The term of the Agreement is for 10 years, with a 5 year option to renew. The main points of the Agreement address funding for all new City expenses created by the project, which includes: Development Impact Fees ("DIF") for construction of public improvements (i.e. streets and bridges,

sewer, water, storm drain and fiber); Public Service Funding to ensure adequate provisions of public services (police, fire and other public services); and the creation of a Community Facilities District ("CFD") for the maintenance of public facilities.

In considering the Agreement at their meeting on May 24, 2022, the Planning Commission found that the Agreement was consistent with State law, The Ontario Plan, and the City's Development Agreement policies. As a result, the Planning Commission adopted Resolution No. PC22-021 with a 6 to 0 vote, recommending City Council approval of the Agreement.

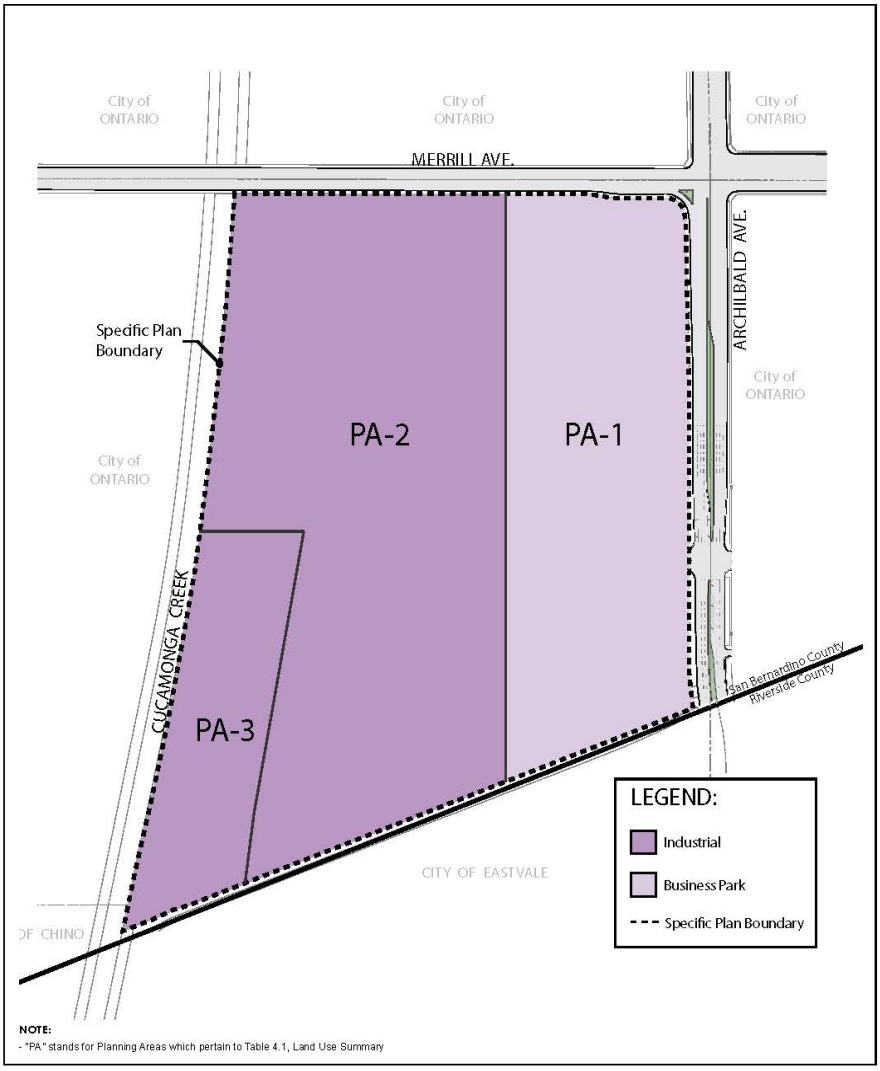
HOUSING ELEMENT COMPLIANCE: Pursuant to the requirements of California Government Code Chapter 3, Article 10.6, commencing with Section 65580, as the recommending body for the Project, the Planning Commission finds that based on the facts and information contained in the Application and supporting documentation, at the time of Project implementation, the Project is consistent with the Housing Element of the Policy Plan (General Plan) component of The Ontario Plan, as the Project is not one of the properties in the Available Land Inventory contained in Table A-3 (Available Land by Planning Area) of the Housing Element Technical Report Appendix.

AIRPORT LAND USE COMPATIBILITY PLAN (ALUCP) COMPLIANCE: The California State Aeronautics Act (Public Utilities Code Section 21670 et seq.) requires that an Airport Land Use Compatibility Plan be prepared for all public use airports in the State; and requires that local land use plans and individual development proposals must be consistent with the policies set forth in the adopted Airport Land Use Compatibility Plan. On April 19, 2011, the City Council of the City of Ontario approved and adopted the Ontario International Airport Land use Compatibility Plan ("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. The proposed project is located within the Airport Influence Area of Ontario International Airport and was evaluated and found to be consistent with the policies and criteria of the ALUCP. Any special conditions of approval associated with uses in close proximity to the airport are included in the conditions of approval provided with the attached Resolution. The project site is also located within the Airport Influence area of the Chino Airport and is consistent with policies and criteria set forth within the 2011 California Airport Land Planning Handbook published by the California Department of Transportation, Division of Aeronautics.

ENVIRONMENTAL REVIEW: The environmental impacts of this project were previously reviewed in conjunction with the Colony Commerce Center East Specific Plan (File No. PSP16-003), for which an Environmental Impact Report (State Clearinghouse No. 2017031048) was certified by City Council on May 1, 2018. This application introduces no new significant environmental impacts, and all previously adopted mitigation measures are a condition of project approval.

Exhibit A—COLONY COMMERCE CENTER EAST SPECIFIC PLAN LAND USE MAP

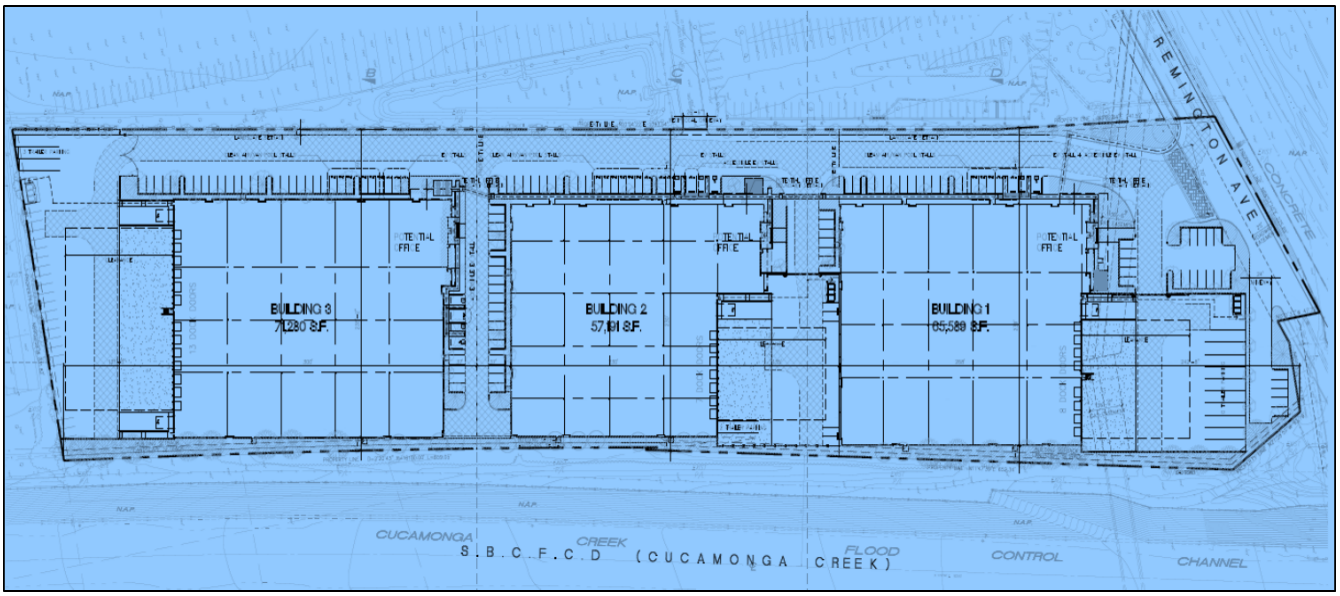
Exhibit 4.1, Land Use Plan



Source: Douglas Franz Architects

N. T. S.

Exhibit B—DEVELOPMENT SITE PLAN (FILE NO. PDEV21-024)



CITY OF ONTARIO PLANNING DEPARTMENT

PLANNING COMMISSION STAFF REPORT

May 24, 2022

303 East B Street, Ontario, California 91764 Phone: 909.395.2036 / Fax: 909.395.2420

FILE NO: PDA21-007

SUBJECT: A public hearing to consider a Development Agreement (File No. PDA21-007) between the City of Ontario and Remington APG, LLC, to establish the terms and conditions associated with a Development Plan (File No. PDEV21-024) to construct three industrial buildings totaling 200,322 square feet on 10.2 acres of land, located at the northeast corner of Remington Avenue and the Cucamonga Creek Flood Control Channel, within the Industrial (PA-3) land use district of the Colony Commerce Center East Specific Plan (File No. PSP16-003); (APNs: 0218-311-07 and 0218-311-13) **submitted by Remington APG, LLC. City Council action is required.**

PROPERTY OWNER: Marchris Corporation, a California corporation

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RECOMMENDED ACTION: That the Planning Commission consider and recommend City Council adoption of an ordinance approving the Development Agreement (File No. PDA21-007) between the City of Ontario and Remington APG, LLC, pursuant to the facts and reasons contained in the staff report and attached resolution.

PROJECT SETTING: The project site is comprised of 10.2 acres of land located at the northeast corner of Remington Avenue and the Cucamonga Creek Flood Control Channel, within the Industrial (PA-3) land use district of the Colony Commerce Center East Specific Plan and is depicted in Figure 1: Project Location.

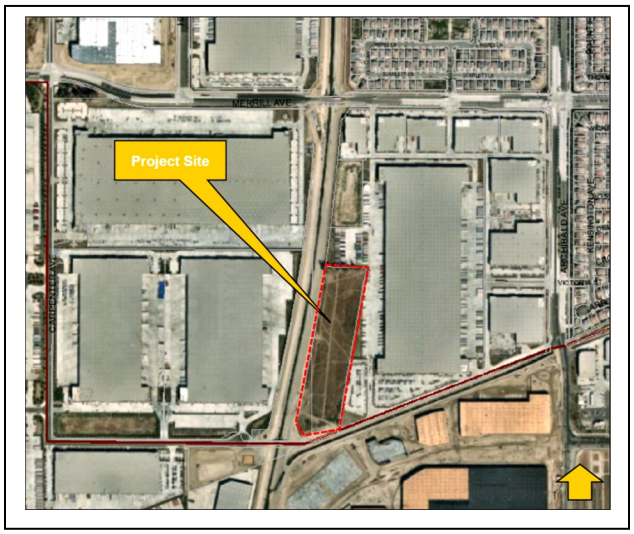


Figure 1: Project Location

PROJECT ANALYSIS:

(1) Background — On May 1, 2018, the City Council certified the Environmental Impact Report (State Clearinghouse No. 2017031048) ("EIR") and related Colony Commerce Center East Specific Plan, File No. PSP16-003 (the "Specific Plan"). The Specific Plan currently addresses the development of 94.4 acres within the Specific Plan boundaries and includes the potential development of 2,362,215 square feet of business park and industrial uses.

Case Planner:	Derrick Womble, Administrative Officer
Planning Director Approval:	
Submittal Date:	07/30/21

Hearing Body	*Date*	*Decision*	*Action*
DAB	N/A	N/A	N/A
PC	05/24/22	Approval	Recommend
CC	06/21/22		Final

The Ontario Ranch financial commitments required for construction of properties within a specific plan are substantial. Therefore, in order to adequately forecast these costs and gain assurance that the project may proceed under the existing policies, rules, and regulations, Remington APG, LLC ("Owner"), has requested that the City enter into negotiations to create a Development Agreement ("Agreement").

In accordance with California Government Code Section 65865, which in part states that that "[a]ny city… may enter into a Development Agreement with any person having a legal or equitable interest in real property for the development of such property…" and California Government Code Section 65865.52, which in part states that "a Development Agreement shall specify the duration of the Agreement, the permitted uses of the property… and may include conditions, terms, restrictions…," the City of Ontario adopted Resolution No. 2002-100 setting forth the procedures and requirements for consideration of Development Agreements. Pursuant to these procedures and requirements, staff entered into negotiations with the Owner to create a Development Agreement for consideration by the Planning Commission and City Council.

The proposed Agreement (File No. PDA21-007) is based upon the model Development Agreement that was developed in coordination with the City Attorney and legal counsel for NMC Builders. This model Development Agreement is consistent with the provisions of the Construction Agreement. The terms of the agreement between NMC Builders' members requires that members of the LLC enter into Development Agreements that are consistent with the provisions of the Construction Agreement.

(2) Staff Analysis — The Agreement proposes to include 10.2 acres of land within the Industrial (PA-3) land use district of the Specific Plan, as shown on the attached Exhibit A. The Agreement grants the Owner a vested right to develop Planning Area 3, provided the Owner complies with the terms and conditions of the Specific Plan and related EIR.

On July 1, 2021, the Applicant submitted a Development Plan (File No. PDEV21-024) as shown in the Site Plan (Exhibit B), requesting approval to construct three industrial buildings totaling 200,322 square feet, within Planning Area 3 (PA-3 Industrial) land use district of the Specific Plan.

On May 16, 2022, the City of Ontario's Development Advisory Board ("DAB") issued Decision No. DAB22-013, approving the Development Plan. It is important to note, that per the Development Code, the approved Development Plan does not require Planning Commission approval. However, in order to ensure the vested interests of the Applicant and the City of Ontario, and pursuant to the Construction Agreement with NMC Builders, the Applicant is required to enter into the proposed Agreement.

The term of the Agreement is for 10 years, with a 5 year option to renew. The main points of the agreement address funding for all new City expenses created by the project, which includes: Development Impact Fees ("DIF") for construction of public improvements (i.e. streets and bridges, sewer, water, storm drain and fiber); Public Service

Funding to ensure adequate provisions of public services (police, fire and other public services); and the creation of a Community Facilities District ("CFD") for the maintenance of public facilities.

Staff finds that the Agreement is consistent with State law, The Ontario Plan, and the City's Development Agreement policies. As a result, staff is recommending approval of the application to the Planning Commission. If the Planning Commission finds the Agreement is acceptable, a recommendation of approval to the City Council would be appropriate.

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
- Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)
- Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in the New Model Colony

(2) Vision.

Distinctive Development:

- Commercial and Residential Development

➢ Development quality that is broadly recognized as distinctive and not exclusively tied to the general suburban character typical of much of Southern California.

(3) Governance.

Decision Making:

- Goal G1: Sustained decision-making that consistently moves Ontario towards its Vision by using The Ontario Plan as a framework for assessing choices.

➢ G1-2 Long-term Benefit. We require decisions to demonstrate and document how they add value to the community and support the Ontario Vision

(4) Policy Plan (General Plan)

Land Use Element:

- Goal LU1: A community that has a spectrum of housing types and price ranges that match the jobs in the City and that make it possible for people to live and work in Ontario and maintain a quality of life.

  - LU1-1 Strategic Growth. We concentrate growth in strategic locations that help create place and identity, maximize available and planned infrastructure, and foster the development of transit.

  - LU1-6 Complete Community: We incorporate a variety of land uses and building types in our land use planning efforts that result in a complete community where residents at all stages of life, employers, workers and visitors have a wide spectrum of choices of where they can live, work, shop and recreate within Ontario. (Refer to Complete Community Section of Community Economics Element).

- Goal LU2: Compatibility between a wide range of uses.

  - LU2-6: Infrastructure Compatibility: We require infrastructure to be aesthetically pleasing and in context with the community character.

Community Economics Element:

- Goal CE1: A complete community that provides for all incomes and stages of life.

- Goal CE2: A City of distinctive neighborhoods, districts, and corridors, where people choose to be.

  - CE2-1 Development Projects. We require new development and redevelopment to create unique, high-quality places that add value to the community.

  - CE2-2 Development Review. We require those proposing new development and redevelopment to demonstrate how their projects will create appropriately unique, functional, and sustainable places that will compete well with their competition within the region.

  - CE2-4 Protection of Investment. We require that new development and redevelopment protect existing investment by providing architecture and urban design of equal or greater quality.

  - CE2-5 Private Maintenance. We require adequate maintenance, upkeep, and investment in private property because proper maintenance on private property protects property values.

Safety Element:

- Goal S1: Minimized risk of injury, loss of life, property damage and economic and social disruption caused by earthquake-induced and other geologic hazards.

  - S1-1 Implementation of Regulations and Standards. We require that all new habitable structures be designed in accordance with the most recent California Building Code adopted by the City, including provisions regarding lateral forces and grading.

Community Design Element:

- Goal CD1: A dynamic, progressive city containing distinct neighborhoods and commercial districts that foster a positive sense of identity and belonging among residents, visitors, and businesses.

  - CD1-1 City Identity. We take actions that are consistent with the City being a leading urban center in Southern California while recognizing the diverse character of our existing viable neighborhoods.

  - CD1-2 Growth Areas. We require development in growth areas to be distinctive and unique places within which there are cohesive design themes.

  - CD1-3 Neighborhood Improvement. We require viable existing residential and non-residential neighborhoods to be preserved, protected, and enhanced in accordance with our land use policies.

- Goal CD2: A high level of design quality resulting in public spaces, streetscapes, and developments that are attractive, safe, functional, and distinct.

  - CD2-1 Quality Architecture. We encourage all development projects to convey visual interest and character through:

    - Building volume, massing, and height to provide appropriate scale and proportion;
    - A true architectural style which is carried out in plan, section, and elevation through all aspects of the building and site design and appropriate for its setting; and
    - Exterior building materials that are visually interesting, high quality, durable, and appropriate for the architectural style.

  - CD2-7 Sustainability. We collaborate with the development community to design and build neighborhoods, streetscapes, sites, outdoor spaces, landscaping, and buildings to reduce energy demand through solar orientation, maximum use of natural daylight, passive solar and natural ventilation, building form, mechanical and structural systems, building materials and construction techniques.

- CD2-8 Safe Design. We incorporate defensible space design into new and existing developments to ensure the maximum safe travel and visibility on pathways, corridors, and open space and at building entrances and parking areas by avoiding physically and visually isolated spaces, maintenance of visibility and accessibility, and use of lighting.

- CD2-9 Landscape Design. We encourage durable landscaping materials and designs that enhance the aesthetics of structures, create, and define public and private spaces, and provide shade and environmental benefits.

- CD2-10 Surface Parking Areas. We require parking areas visible to or used by the public to be landscaped in an aesthetically pleasing, safe and environmentally sensitive manner. Examples include shade trees, pervious surfaces, urban run-off capture and infiltration, and pedestrian paths to guide users through the parking field.

- CD2-11 Entry Statements. We encourage the inclusion of amenities, signage and landscaping at the entry to neighborhoods, commercial centers, mixed use areas, industrial developments, and public places that reinforce them as uniquely identifiable places.

- CD2-12 Site and Building Signage. We encourage the use of sign programs that utilize complementary materials, colors, and themes. Project signage should be designed to effectively communicate and direct users to various aspects of the development and complement the character of the structures.

- CD2-13 Entitlement Process. We work collaboratively with all stakeholders to ensure a high degree of certainty in the efficient review and timely processing of all development plans and permits.

- Goal CD3: Vibrant urban environments that are organized around intense buildings, pedestrian and transit areas, public plazas, and linkages between and within developments that are conveniently located, visually appealing and safe during all hours.

- CD3-1 Design. We require that pedestrian, vehicular, bicycle and equestrian circulation on both public and private property be coordinated and designed to maximize safety, comfort, and aesthetics.

- CD3-2 Connectivity Between Streets, Sidewalks, Walkways and Plazas. We require landscaping and paving be used to optimize visual connectivity between streets, sidewalks, walkways, and plazas for pedestrians.

- CD3-3 Building Entrances. We require all building entrances to be accessible and visible from adjacent streets, sidewalks, or public open spaces.

- CD3-5 Paving. We require sidewalks and road surfaces to be of a type and quality that contributes to the appearance and utility of streets and public spaces.

- CD3-6 Landscaping. We utilize landscaping to enhance the aesthetics, functionality and sustainability of streetscapes, outdoor spaces, and buildings.

- Goal CD5: A sustained level of maintenance and improvement of properties, buildings and infrastructure that protects the property values and encourages additional public and private investments.

- CD5-1 Maintenance of Buildings and Property. We require all public and privately owned buildings and property (including trails and easements) to be properly and consistently maintained.

- CD5-2 Maintenance of Infrastructure. We require the continual maintenance of infrastructure.

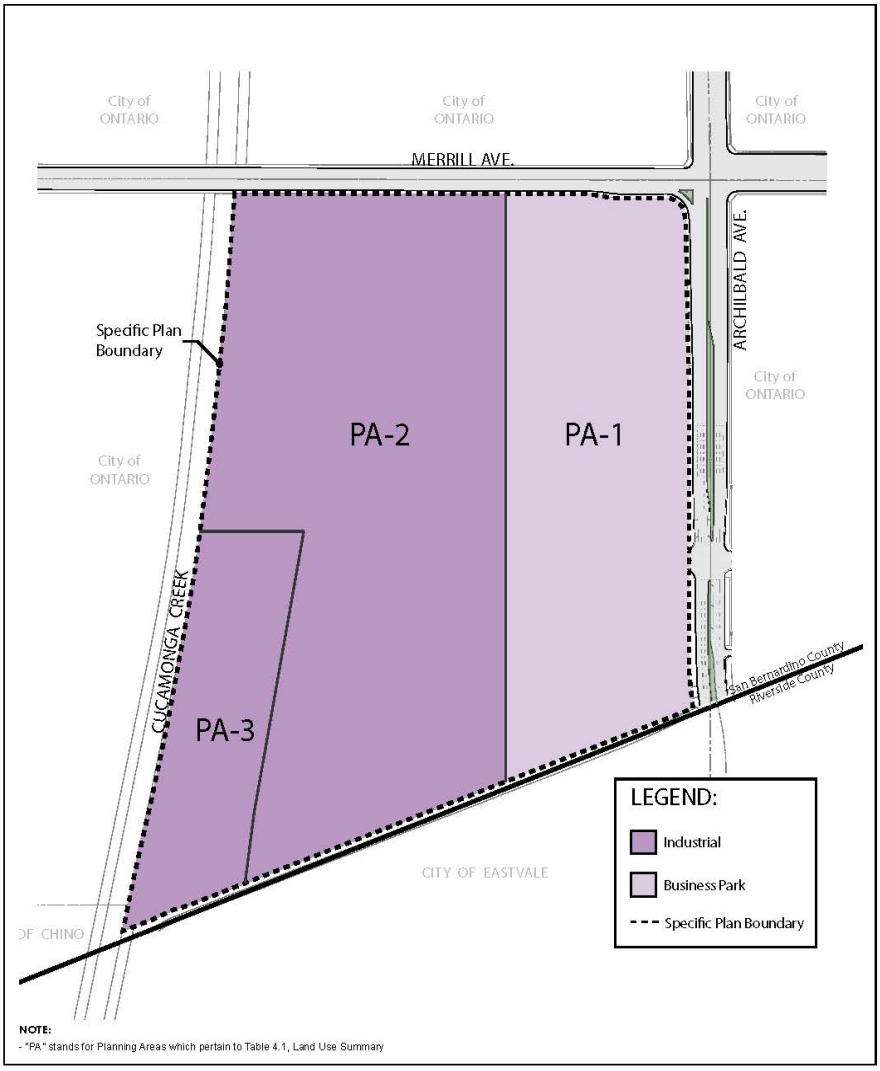
HOUSING ELEMENT COMPLIANCE: Pursuant to the requirements of California Government Code Chapter 3, Article 10.6, commencing with Section 65580, as the recommending body for the Project, the Planning Commission finds that based on the facts and information contained in the Application and supporting documentation, at the time of Project implementation, the Project is consistent with the Housing Element of the Policy Plan (General Plan) component of The Ontario Plan, as the Project is not one of the properties in the Available Land Inventory contained in Table A-3 (Available Land by Planning Area) of the Housing Element Technical Report Appendix.

AIRPORT LAND USE COMPATIBILITY PLAN (ALUCP) COMPLIANCE: The California State Aeronautics Act (Public Utilities Code Section 21670 et seq.) requires that an Airport Land Use Compatibility Plan be prepared for all public use airports in the State; and requires that local land use plans and individual development proposals must be consistent with the policies set forth in the adopted Airport Land Use Compatibility Plan. On April 19, 2011, the City Council of the City of Ontario approved and adopted the Ontario International Airport Land use Compatibility Plan ("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. The proposed project is located within the Airport Influence Area of Ontario International Airport and was evaluated and found to be consistent with the policies and criteria of the ALUCP. Any special conditions of approval associated with uses in close proximity to the airport are included in the conditions of approval provided with the attached Resolution. The project site is also located within the Airport Influence area of the Chino Airport and is consistent with policies and criteria set forth within the 2011 California Airport Land Planning Handbook published by the California Department of Transportation, Division of Aeronautics.

ENVIRONMENTAL REVIEW: The environmental impacts of this project were previously reviewed in conjunction with the Colony Commerce Center East Specific Plan (File No. PSP16-003), for which an Environmental Impact Report (State Clearinghouse No. 2017031048) was certified by City Council on May 1, 2018. This application introduces no new significant environmental impacts, and all previously adopted mitigation measures are a condition of project approval.

Exhibit A—COLONY COMMERCE CENTER EAST SPECIFIC PLAN LAND USE MAP

Exhibit 4.1, Land Use Plan

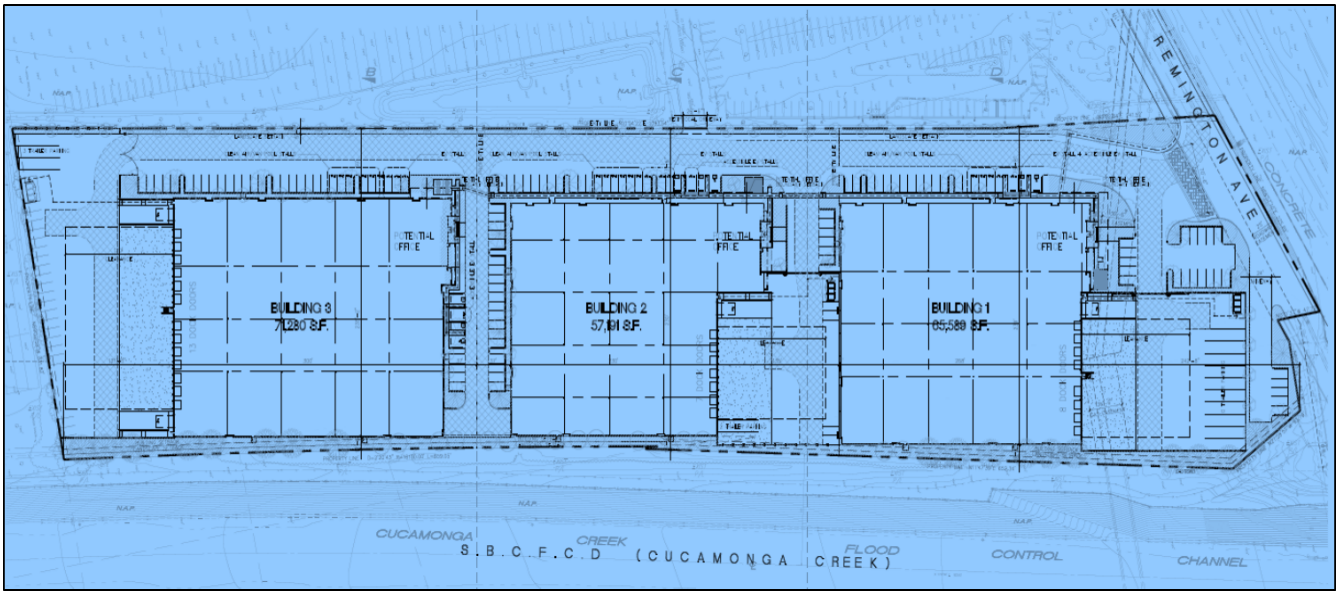


Source: Douglas Franz Architects

N. T. S.

Land Use Plan • Colony Commerce Center East Specific Plan 4-3

Exhibit B—DEVELOPMENT SITE PLAN (FILE NO. PDEV21-024)



RESOLUTION NO. PC22-021

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ONTARIO, CALIFORNIA, RECOMMENDING THE CITY COUNCIL APPROVE FILE NO. PDA21-007, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND REMINGTON APG LLC, TO ESTABLISH THE TERMS AND CONDITIONS ASSOCIATED WITH A DEVELOPMENT PLAN (FILE NO. PDEV21-024) TO CONSTRUCT THREE INDUSTRIAL BUILDINGS TOTALING 200,322 SQUARE FEET ON 10.2 ACRES OF LAND LOCATED AT THE NORTHEAST CORNER OF REMINGTON AVENUE AND THE CUCAMONGA CREEK FLOOD CONTROL CHANNEL, WITHIN THE INDUSTRIAL (PA-3) LAND USE DISTRICT OF THE COLONY COMMERCE CENTER EAST SPECIFIC PLAN, AND MAKING FINDINGS IN SUPPORT THEREOF—APN: 0218-311-07 AND 0218-311-13.

WHEREAS, Remington APG LLC., ("Applicant") has filed an Application for the approval of a Development Agreement, File No. PDA21-007, as described in the title of this Resolution (hereinafter referred to as "Application" or "Project"); and

WHEREAS, the Application applies to 10.2 acres of land generally located near the northeast corner of Remington Avenue and the Cucamonga Creek Flood Control Channel, within the Industrial (PA-3) land use district of the Colony Commerce Center East Specific Plan; and

WHEREAS, the Applicant has submitted a Development Plan (File No. PDEV21-024) to construct three industrial buildings totaling 200,322 square feet on 10.2 acres of land; and

WHEREAS, the environmental impacts of this project were previously reviewed in conjunction with the Colony Commerce Center East Specific Plan (File No. PSP16-003), for which an Environmental Impact Report (State Clearinghouse No. 2017031048) was certified by City Council on May 1, 2018. This Application introduces no new significant environmental impacts, and all previously adopted mitigation measures are a condition of project approval; and

WHEREAS, the City's "Local Guidelines for the Implementation of the California Environmental Quality Act (CEQA)" provide for the use of a single environmental assessment in situations where the impacts of subsequent projects are adequately analyzed; and

WHEREAS, Ontario Development Code Table 2.02-1 (Review Matrix) grants the Planning Commission the responsibility and authority to review and make recommendations to the City Council on the subject Application; and

WHEREAS, the Project has been reviewed for consistency with the Housing Element of the Policy Plan component of The Ontario Plan, as State Housing Element law (as prescribed in Government Code Sections 65580 through 65589.8) requires that development projects must be consistent with the Housing Element, if upon consideration of all its aspects, it is found to further the purposes, principals, goals, and policies of the Housing Element; and

WHEREAS, the Project is located within the Airport Influence Area of Ontario International Airport, which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and is subject to, and must be consistent with, the policies and criteria set forth in the Ontario International Airport Land Use Compatibility Plan ("ALUCP"), which applies only to jurisdictions within San Bernardino County, and addresses the noise, safety, airspace protection, and overflight impacts of current and future airport activity; and

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

WHEREAS, on May 16, 2022, the Development Advisory Board of the City of Ontario conducted a hearing to consider the Development Plan (File No. PDEV21-024), and concluded said hearing on that date and issuing Decision No. DAB22-013, approving the Development Plan; and

WHEREAS, on May 24, 2022, the Planning Commission of the City of Ontario conducted a hearing to consider the Project, and concluded said hearing on that date; and

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

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

SECTION 1: ***Environmental Determination and Findings.*** As the recommending authority for the Project, the Planning Commission has reviewed and considered the information contained in the previous Certified EIR and supporting documentation. Based upon the facts and information contained in the previous Certified EIR and supporting documentation, the Planning Commission finds as follows:

(1) The environmental impacts of this project were previously reviewed in conjunction with the Colony Commerce Center East Specific Plan (File No. PSP16-003), for which an Environmental Impact Report (State Clearinghouse No. 2017031048) was

certified by the City Council on May 1, 2018. This Application is consistent with the previously Certified Environmental Impact Report (the "Certified EIR") and introduces no new significant environmental impacts; and

(2) The previous Certified EIR contains a complete and accurate reporting of the environmental impacts associated with the Project; and

(3) The previous Certified EIR was completed in compliance with CEQA and the Guidelines promulgated thereunder; and

(4) The previous Certified EIR reflects the independent judgment of the Planning Commission; and

(5) The proposed project will introduce no new significant environmental impacts beyond those previously analyzed in the previous Certified EIR, and all mitigation measures previously adopted with the Certified EIR, are incorporated herein by this reference.

SECTION 2: ***Subsequent or Supplemental Environmental Review Not Required.*** Based on the information presented to the Planning Commission, and the specific findings set forth in Section 1, above, the Planning Commission finds that the preparation of a subsequent or supplemental Certified EIR is not required for the Project, as the Project:

(1) Does not constitute substantial changes to the Certified EIR that will require major revisions to the Certified EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and

(2) Does not constitute substantial changes with respect to the circumstances under which the Certified EIR was prepared, that will require major revisions to the Certified EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects; and.

(3) Does not contain new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the Certified EIR was certified/adopted, that shows any of the following:

(a) The project will have one or more significant effects not discussed in the Certified EIR; or

(b) Significant effects previously examined will be substantially more severe than shown in the Certified EIR; or

(c) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the Project, but the City declined to adopt such measures; or

(d) Mitigation measures or alternatives considerably different from those analyzed in the Certified EIR would substantially reduce one or more significant effects on the environment, but which the City declined to adopt.

SECTION 3: ***Housing Element Compliance.*** Pursuant to the requirements of California Government Code Chapter 3, Article 10.6, commencing with Section 65580, as the recommending authority for the Project, the Planning Commission finds that based on the facts and information contained in the Application and supporting documentation, at the time of Project implementation, the project is consistent with the Housing Element of the Policy Plan (General Plan) component of The Ontario Plan, as the Project is not one of the properties in the Available Land Inventory contained in Table A-3 (Available Land by Planning Area) of the Housing Element Technical Report Appendix.

SECTION 4: ***Ontario International Airport Land Use Compatibility Plan ("ALUCP") Compliance.*** The California State Aeronautics Act (Public Utilities Code Section 21670 et seq.) requires that an Airport Land Use Compatibility Plan be prepared for all public use airports in the State; and requires that local land use plans and individual development proposals must be consistent with the policies set forth in the adopted Airport Land Use Compatibility Plan. On April 19, 2011, the City Council of the City of Ontario approved and adopted the 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 authority for the Project, the Planning Commission has reviewed and considered the facts and information contained in the Application and supporting documentation against the ALUCP compatibility factors, including [1] Safety Criteria (ALUCP Table 2-2) and Safety Zones (ALUCP Map 2-2), [2] Noise Criteria (ALUCP Table 2-3) and Noise Impact Zones (ALUCP Map 2-3), [3] Airspace protection Zones (ALUCP Map 2-4), and [4] Overflight Notification Zones (ALUCP Map 2-5). The project site is also located within the Airport Influence area of the Chino Airport and is consistent with policies and criteria set forth within the 2011 California Airport Land Planning Handbook published by the California Department of Transportation, Division of Aeronautics. As a result, the PLANNING COMMISSION, therefore, finds and determines that the Project, when implemented in conjunction with the conditions of approval, will be consistent with the policies and criteria set forth within the ALUCP.

SECTION 5: ***Concluding Facts and Reasons.*** Based upon the substantial evidence presented to the Planning Commission during the above-referenced hearing,

and upon the specific findings set forth in Section 1 through 4, above, the Planning Commission hereby concludes as follows:

(1) The Development Agreement applies to approximately 10.2 acres of land located near the northeast corner of Remington Avenue and the Cucamonga Creek Flood Control Channel, within the Industrial (PA-3) land use district of the Colony Commerce Center East Specific Plan (File No. PSP16-003); and

(2) The Development Agreement establishes parameters for the development of the Planning Area 3A (Industrial) land use district of the Colony Commerce Center East Specific Plan. The Development Agreement also grants the Applicant, the right to develop, the ability to quantify the fees; and establish the terms and conditions that apply to those projects. These terms and conditions are consistent with The Ontario Plan Policy Plan (General Plan), design guidelines and development standards for the Colony Commerce Center East Specific Plan; and

(3) The Development Agreement grants the Owner a vested right to construct the Development Plan (File No. PDEV21-024) as long as the Owner complies with the terms and conditions of the Specific Plan and EIR. The Development Plan is located near the northeast corner of Remington Avenue and the Cucamonga Creek Flood Control Channel, and proposes to construct three industrial buildings totaling 200,322 square feet on 10.2 acres of land; and

(4) The Development Agreement has been prepared in conformance with the goals and policies of The Ontario Plan Policy Plan (General Plan); and

(5) The Development Agreement does not conflict with the Land Use Policies of The Ontario Plan Policy Plan (General Plan) and will provide for development, within the district, in a manner consistent with the Policy Plan and with related development; and

(6) This Development Agreement will promote the goals and objectives of the Land Use Element of the Policy Plan; and

(7) This Development Agreement will not be materially injurious or detrimental to the adjacent properties and will not have a significant impact on the environment or the surrounding properties. The environmental impacts of this project were previously reviewed in conjunction with the Colony Commerce Center East Specific Plan (File No. PSP16-003), for which an Environmental Impact Report (State Clearinghouse No. 2017031048) was certified by City Council on May 1, 2018; and

(8) This Application introduces no new significant environmental impacts. All previously adopted mitigation measures are a condition of project approval and are incorporated herein by this reference.

SECTION 6: ***Planning Commission Action.*** Based upon the findings and conclusions set forth in Sections 1 through 5, above, the Planning Commission hereby RECOMMENDS THE CITY COUNCIL APPROVE the herein described Application, subject to each and every condition set forth in the Development Agreement (File No. PDA21-007) attached hereto as "Attachment A," and incorporated herein by this reference.

SECTION 7: ***Indemnification.*** The Applicant shall agree to defend, indemnify and hold harmless, the City of Ontario or its agents, officers, and employees from any claim, action or proceeding against the City of Ontario or its agents, officers or employees to attack, set aside, void, or annul this approval. The City of Ontario shall promptly notify the applicant of any such claim, action, or proceeding, and the City of Ontario shall cooperate fully in the defense.

SECTION 8: ***Custodian of Records.*** The documents and materials that constitute the record of proceedings on which these findings have been based are located at the City of Ontario City Hall, 303 East "B" Street, Ontario, California 91764. The custodian for these records is the City Clerk of the City of Ontario.

SECTION 9: ***Certification to Adoption.*** The Secretary shall certify to the adoption of the Resolution.

- - - - - - - - - - - - - -

The Secretary Pro Tempore for the Planning Commission of the City of Ontario shall certify as to the adoption of this Resolution.

I hereby certify that the foregoing Resolution was duly and regularly introduced, passed and adopted by the Planning Commission of the City of Ontario at a regular meeting thereof held on the 24th day of May 2022, and the foregoing is a full, true and correct copy of said Resolution, and has not been amended or repealed.

Jim Willoughby
Planning Commission Chairman

ATTEST:

Rudy Zeledon
Planning Director and
Secretary to the Planning Commission

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

I, Gwen Berendsen, Secretary Pro Tempore of the Planning Commission of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. PC22-021, was duly passed and adopted by the Planning Commission of the City of Ontario at their regular meeting held on May 24, 2022, by the following roll call vote, to wit:

AYES: Anderson, Dean, DeDiemar, Lampkin, Ricci, Willoughby

NOES: None

ABSENT: Gage

ABSTAIN: None

Gwen Berendsen
Secretary Pro Tempore

ATTACHMENT A:

File No. PDA21-007

DEVELOPMENT AGREEMENT

By and Between

City of Ontario
a California municipal corporation

and

Remington APG LLC.,
a Delaware limited liability company

(Development Agreement to follow this page)

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

Exempt from Fees Per Gov. Code § 6103

Space above this line for Recorder's Use Only

FILE NO. PDA21-007

DEVELOPMENT AGREEMENT

By and Between

City of Ontario
a California municipal corporation

and

Remington APG LLC
a Delaware limited liability company

_____, 2022

San Bernardino County, California

DEVELOPMENT AGREEMENT NO. PDA21-007

This Development Agreement (hereinafter "Agreement") is entered into effective as of the ____ day of _____, 2022 by and among the City of Ontario, a California municipal corporation (hereinafter "CITY"), and Remington APG LLC, a Delaware limited liability company (hereinafter "OWNER"):

RECITALS

WHEREAS, CITY is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Section 65864, et seq. of the Government Code and Section 4.01.015 of the Ontario Development Code; and

WHEREAS, OWNER has requested CITY to enter into a development agreement and proceedings have been taken in accordance with the rules and regulations of CITY; and

WHEREAS, by electing to enter into this Agreement, CITY shall bind future City Councils of CITY by the obligations specified herein and limit the future exercise of certain governmental and proprietary powers of CITY; and

WHEREAS, the terms and conditions of this Agreement have undergone extensive review by CITY and the City Council and have been found to be fair, just and reasonable; and

WHEREAS, the best interests of the citizens of the CITY and the public health, safety and welfare will be served by entering into this Agreement; and

WHEREAS, all of the procedures of the California Environmental Quality Act have been met with respect to the Project and the Agreement in that Colony Commerce East Specific Plan Environmental Impact Report (State Clearinghouse No. 2017031048 (the "FEIR"). The City Council found and determined that the FEIR was prepared in accordance with the requirements of the California Environmental Quality Act and adequately describes the impacts of the project described in the FEIR, which included consideration of this Agreement; and

WHEREAS, this Agreement and the Project are consistent with the CITY's Comprehensive General Plan and the Colony Commerce Center East Specific Plan; and

WHEREAS, all actions taken and approvals given by CITY have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters; and

WHEREAS, development of the Property in accordance with this Agreement will provide substantial benefits to CITY and will further important policies and goals of CITY; and

WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of the Property, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which development agreements under Sections 65864 et seq. of the Government Code are intended; and

WHEREAS, OWNER has incurred and will in the future incur substantial costs in order to assure development of the Property in accordance with this Agreement; and

WHEREAS, OWNER has incurred and will in the future incur substantial costs in excess of the generally applicable requirements in order to assure vesting of legal rights to develop the Property in accordance with this Agreement.

WHEREAS, the Property is located in an area of the City of Ontario that has been known as the "New Model Colony" area and the New Model Colony area has now been renamed as "Ontario Ranch".

WHEREAS, Owner's Property is within the boundaries defined in Exhibit A of the Construction Agreement between the CITY and NMC Builders and the Property covered by this Agreement is what is known as a "Phase 2 Water Property" as such, shall be required to provide funding for CITY's future construction of the "Phase 2 Water Improvements" which will result in the availability of additional Net MDD Water Availability required for the development as shown on Exhibit "I-1"..

WHEREAS, the property developer/owner is made aware of the South Archibald Trichloroethylene (TCE) Plume "Disclosure Letter" (Exhibit "J"). Property owner may wish to provide the attached Letter as part of the Real Estate Transfer Disclosure requirements under California Civil Code Section 1102 et seq. This may include notifications in the Covenants, Conditions and Restrictions (CC&Rs) or other documents related to property transfer and disclosures. Additional information on the plume is available from the Santa Ana Regional Water Quality Control Board at http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004658.

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. The following terms when used in this Agreement shall be defined as follows:

1.1.1 "Agreement" means this Development Agreement.

1.1.2 "CITY" means the City of Ontario, California, a California municipal corporation.

1.1.3 “Construction Agreement” means that certain Agreement for the Financing and Construction of Phases I and II Infrastructure Improvements to Serve an Easterly Portion of the New Model Colony, entered into between the CITY and NMC Builders as of the 4th day of October, 2005, and all future amendments thereto and including the First Amended and Restated Agreement for the Financing and Construction of Limited Infrastructure Improvements to Serve an Easterly Portion of the New Model Colony entered into between the CITY and NMC Builders as of the 21st day of August, 2012 and the Amendment to the First Amended and Restated Agreement for the Financing and Construction of Limited Infrastructure Improvements to Serve and Easterly Portion of the New Model Colony entered into between the CITY and NMC Builders as of the 19th day of September 2017.

1.1.4 “Development” means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of public infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping. “Development” does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.1.5 “Development Approvals” means all permits and other entitlements for use subject to approval or issuance by CITY in connection with development of the Property including, but not limited to:

(a) specific plans and specific plan amendments;

(b) tentative and final subdivision and parcel maps;

(c) development plan review.

1.1.6 “Development Exaction” means any requirement of CITY in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests.

1.1.7 “Development Impact Fee” means a monetary exaction, other than a tax or special assessment, whether characterized as a fee or a tax and whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project, and, for purposes of this Agreement only, includes fees collected under development agreements adopted pursuant to Article 2.5 of the Government Code (commencing with Section 65864) of Chapter 4. For purposes of this Agreement only, "Development Impact Fee" shall not include processing fees and charges imposed by CITY to cover the estimated actual costs to CITY of processing applications for Development Approvals or for monitoring

compliance with any Development Approvals granted or issued, including, without limitation, fees for zoning variances; zoning changes; use permits; building inspections; building permits; filing and processing applications and petitions filed with the local agency formation commission or conducting preliminary proceedings or proceedings under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Division 3 (commencing with Section 56000) of Title 5 of the Government Code; the processing of maps under the provisions of the Subdivision Map Act, Division 2 (commencing with Section 66410) of Title 7 of the Government Code; or planning services under the authority of Chapter 3 (commencing with Section 65100) of Division 1 of Title 7 of the Government Code, fees and charges as described in Sections 51287, 56383, 57004, 65104, 65456, 65863.7, 65909.5, 66013, 66014, and 66451.2 of the Government Code, Sections 17951, 19132.3, and 19852 of the Health and Safety Code, Section 41901 of the Public Resources Code, and Section 21671.5 of the Public Utilities Code, as such codes may be amended or superseded, including by amendment or replacement.

1.1.8 "Development Plan" means the Existing Development Approvals, the Existing Land Use Regulations applicable to development of the Property and the Development Plan (File No. PDEV21-024) and any future Development Plans approved by CITY.

1.1.9 "Effective Date" means the date that the ordinance approving this Agreement goes into effect.

1.1.10 "Existing Development Approvals" means all Development Approvals approved or issued on or prior to the Effective Date. Existing Development Approvals includes the Approvals incorporated herein as Exhibit "C" and all other Approvals which are a matter of public record on the Effective Date.

1.1.11 "Existing Land Use Regulations" means all Land Use Regulations in effect on the date of the first reading of the Ordinance adopting and approving this Agreement. Existing Land Use Regulations includes the Regulations incorporated herein as Exhibit "D" and all other Land Use Regulations that are in effect and a matter of public record on such date.

1.1.12 "General Plan" means The Ontario Plan adopted on January 26, 2010.

1.1.13 "Improvement" or "Improvements" means those public improvements required to support the development of the Project as described in the Development Plan conditions for Development Plan No. PDEV21-024, as further described in Exhibit "F" (the "Infrastructure Improvements Exhibit").

1.1.14 "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations and official policies of CITY governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, timing and phasing of development, the maximum height and size of buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to

the development of the Property. "Land Use Regulations" does not include any CITY ordinance, resolution, code, rule, regulation or official policy, governing:

(a) the conduct of businesses, professions, and occupations;

(b) taxes and assessments;

(c) the control and abatement of nuisances;

(d) the granting of encroachment permits and the conveyance of similar rights and interests that provide for the use of or the entry upon public property;

(e) the exercise of the power of eminent domain.

1.1.15 "Mortgagee" means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device lender, and their successors and assigns.

1.1.16 "Net MDD" means net maximum daily water demand.

1.1.17 "NMC Builders" means the consortium of investors and developers responsible for the construction of infrastructure within the New Model Colony incorporated as NMC Builders, LLC.

1.1.18 "OWNER" means the persons and entities listed as owner on page 1 of this Agreement and their permitted successors in interest to all or any part of the Property.

1.1.19 **"**Phase 2 Water EDUs**"** means the number of equivalent dwelling units or non-residential square footage assigned to OWNER upon payment to City of the Phase 2 Water Participation Fee for the Project and evidenced by the issuance by CITY of a Certificate of Phase 2 Net MDD Availability in the form attached as Exhibit G.

1.1.20 "Phase 2 Water Improvements" means the future water infrastructure Improvements required for the issuance by CITY of the "Water Availability Equivalents" (WAE) for the Project.

1.1.21 "Phase 2 Water Participation Fee" means the fee paid to City upon City approval of the first Development Entitlement for the Project, to fund the Property's respective share of the projected costs of the design and construction of the Phase 2 Water Improvements by City. The Phase 2 Water Participation Fee shall be the calculated amount of the Regional Water DIF for the Project based upon the number of units, and land use category for residential units or the number of square feet, and land use category for non-residential square footage of the Project.

1.1.22 "Project" means the development of the Property contemplated by the Development Plan, as such Plan may be further defined, enhanced or modified pursuant to the provisions of this Agreement.

1.1.23 “Property” means the real property described on Exhibit “A” and shown on Exhibit “B” to this Agreement.

1.1.24 “Reservations of Authority” means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to CITY under Section 3.6 of this Agreement.

1.1.25 “Amendment to the Construction Agreement” means the amendment to the Construction Agreement modifying the boundaries of the property in Exhibit A of such Construction Agreement to include the Property covered by this Agreement and to provide for the additional funds required for CITY’s future construction of the “Phase 2 Water Improvements” described in a modification to Exhibit C-3 of the Construction Agreement.

1.1.26 “Specific Plan” means that certain specific plan adopted by the City Council, and entitled, “Colony Commerce Center East Specific Plan.”

1.1.27 “Subsequent Development Approvals” means all discretionary Development Approvals required subsequent to the Effective Date in connection with development of the Property.

1.1.28 “Subsequent Land Use Regulations” means any discretionary Land Use Regulations adopted and effective after the Effective Date of this Agreement.

1.1.29 “Water Availability Equivalent (WAE)” means a designated portion of the total Net MDD made available through the construction of each Phase described in the Water Phasing Plan of the Construction Agreement. The number of Water Availability Equivalents (of portions thereof) required for the approval of the Development Plan shall be based upon water demand factors and assumptions listed in the Construction Agreement and shown in Exhibit “I-2”.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit “A” — Legal Description of the Property.

Exhibit “B” — Map showing Property and its location.

Exhibit “C” — Existing Development Approvals.

Exhibit “D” — Existing Land Use Regulations.

Exhibit “E” — Description of Required Improvements

Exhibit “F” — Depiction of Infrastructure Improvements

Exhibit “G” – Form of Certificate of Net MDD to be issued by CITY

Exhibit “H” – Form of Certificate of DIF Credit to be issued by CITY

Exhibit “I-1” – Ontario Ranch Water Supply Phasing Plan

Exhibit “I-2” – Water Demand Equivalents by Land Use

Exhibit “J” - Form of Disclosure letter

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. Development of the Property is hereby authorized and shall be carried out only in accordance with the terms of this Agreement.

2.2 Ownership of Property. OWNER represents and covenants that it is the owner of the fee simple title to the Property or a portion thereof, or has the right to acquire fee simple title to the Property or a portion thereof from the current owner(s) thereof. To the extent OWNER does not own fee simple title to the Property, OWNER shall obtain written consent from the current fee owner of the Property agreeing to the terms of this Agreement and the recordation thereof.

2.3 Term. The term of this Agreement shall commence on the Effective Date and shall continue for an initial term of ten (10) years thereafter unless this term is modified or extended pursuant to the provisions of this Agreement. The term of this Agreement may be extended for an additional five (5) years following expiration of the initial ten (10) year term, provided the following have occurred:

(a) OWNER provides at least 180 days written notice to CITY prior to expiration of the initial term; and

(b) OWNER is not then in uncured default of this Agreement.

2.4 Assignment.

2.4.1 Right to Assign. OWNER shall have the right to sell, transfer or assign the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, et seq.), to any person, partnership, limited liability company, joint venture, firm or corporation at any time during the term of this Agreement; provided, however, that any such sale, transfer or assignment shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement with respect to the portion of the Property sold and be made in strict compliance with the following:

(a) No sale, transfer or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer or assignment of all or a part of the Property. OWNER may be required to provide disclosure that the Property is within the South Archibald Trichloroethylene (TCE) Plume (Exhibit “J”). OWNER may wish to

provide the attached Disclosure Letter (Exhibit I) as part of the Real Estate Transfer Disclosure requirements under California Civil Code Section 1102 et seq.

(b) Concurrent with any such sale, transfer or assignment, or within fifteen (15) business days thereafter, OWNER shall notify CITY's City Manager, in writing, of such sale, transfer or assignment and shall provide CITY with: (1) an executed agreement, in a form reasonably acceptable to CITY, by the purchaser, transferee or assignee and providing therein that the purchaser, transferee or assignee expressly and unconditionally assumes all the duties and obligations of OWNER under this Agreement with respect to the portion of the Property so sold, transferred or assigned.

(c) Any sale, transfer or assignment not made in strict compliance with the foregoing conditions shall constitute a default by OWNER under this Agreement. Notwithstanding the failure of any purchaser, transferee or assignee to execute the agreement required by Paragraph (b) of this Subsection 2.4.1, the burdens of this Agreement shall be binding upon such purchaser, transferee or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee or assignee until and unless such agreement is executed. The City Manager shall have the authority to review, consider and either approve, conditionally approve, or deny any proposed sale, transfer or assignment that is not made in compliance with this section 2.4.

2.4.2 Release of Transferring Owner. Notwithstanding any sale, transfer or assignment, a transferring OWNER shall continue to be obligated under this Agreement unless such transferring owner is given a release in writing by CITY, which release shall be provided by CITY upon the full satisfaction by such transferring owner of the following conditions:

(a) OWNER no longer has a legal or equitable interest in all or any part of the portion of the Property sold, transferred or assigned.

(b) OWNER is not then in default under this Agreement.

(c) OWNER has provided CITY with the notice and executed an agreement as required under Paragraph (b) of Subsection 2.4.1 above. .

(d) The purchaser, transferee or assignee provides CITY with security equivalent to any security previously provided by OWNER (if any) to secure performance of its obligations hereunder which are to be performed upon portion of the Property sold, transferred or assigned .

2.4.3 Effect of Assignment and Release of Obligations. In the event of a sale, transfer or assignment pursuant to the provisions of Section 2.4.2 above:

(a) The assignee shall be liable for the performance of all obligations of OWNER with respect to transferred property, but shall have no obligations with respect to the portions of the Property, if any, not transferred (the "Retained Property").

(b) The owner of the Retained Property shall be liable for the performance of all obligations of OWNER with respect to Retained Property, but shall have no further obligations with respect to the transferred property.

(c) The assignee's exercise, use and enjoyment of the Property or portion thereof shall be subject to the terms of this Agreement to the same extent as if the assignee were the OWNER.

2.4.4 Subsequent Assignment. Any subsequent sale, transfer or assignment after an initial sale, transfer or assignment shall be made only in accordance with and subject to the terms and conditions of this Section 2.4.

2.4.5 Termination of Agreement With Respect to Individual Lots Upon Sale to Public and Completion of Construction. The provisions of Subsection 2.4.1 shall not apply to the sale or lease (for a period longer than one year) of any parcel which has been finally subdivided and is individually (and not in "bulk") sold or leased to a member of the public or other ultimate user of the parcel. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate with respect to any lot and such lot shall be released and no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of both of the following conditions:

(a) The lot has been finally subdivided and individually (and not in "bulk") sold or leased (for a period longer than one year) to a member of the public or other ultimate user; and,

(b) A certificate of occupancy has been issued for a building on the parcel, and the fees set forth under Section 4 of this Agreement have been paid.

2.5 Amendment or Cancellation of Agreement. This Agreement may be amended or cancelled in whole or in part only in the manner provided for in Government Code Section 65868.1. Any amendment of this Agreement, which amendment has been requested by OWNER, shall be considered by the CITY only upon the payment of the applicable processing charge. This provision shall not limit any remedy of CITY or OWNER as provided by this Agreement. Either Party or successor in interest, may propose an amendment to or cancellation, in whole or in part, of this Agreement. Any amendment or cancellation shall be by mutual consent of the parties or their successors in interest except as provided otherwise in this Agreement or in Government Code Section 65865.1. For purposes of this section, the term "successor in interest" shall mean any person having a legal or equitable interest in the whole of the Property, or any portion thereof as to which such person wishes to amend or cancel this Agreement. The procedure for proposing and adopting an amendment to, or cancellation of, in whole or in part, this Agreement shall be the same as the procedure for adopting and entering into this Agreement in the first instance. Notwithstanding the foregoing sentence, if the CITY initiates the proposed amendment to, or cancellation of, in whole or in part, this Agreement, CITY shall first give notice to the OWNER of its intention to initiate such proceedings at least sixty (60) days in advance of the giving the public notice of intention to consider the amendment or cancellation.

2.6 Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

(a) Expiration of the stated term of this Agreement as set forth in Section 2.3.

(b) Entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Agreement.

(c) The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement.

(d) Completion of the Project in accordance with the terms of this Agreement including issuance of all required occupancy permits and acceptance by CITY or applicable public agency of all required dedications.

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement which has occurred prior to such termination or with respect to any obligations which are specifically set forth as surviving this Agreement. Upon such termination, any public facilities and services mitigation fees paid pursuant to Section 4.2 of this Agreement by OWNER to CITY on which construction has not yet begun shall be refunded to OWNER by CITY within ten (10) business days.

2.7 Notices.

(a) As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder.

(b) All notices shall be in writing and shall be considered given either: (i) when delivered in person, including, without limitation, by courier, to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below. All notices shall be addressed as follows:

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

If to OWNER:
Remington APG LLC
100 Bayview Circle #310
Newport Beach, CA 92660
Attn: Clark Neuhoff

with a copy to:	**With a copy to (if applicable)**:
Ruben Duran, City Attorney	John A. Ramirez
Best Best & Krieger, LLP	Rutan & Tucker, LLP
2855 E Guasti Road	18575 Jamboree Road, 9th Floor
Ontario, CA 91761	Irvine CA, 92612

(c) Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop. Subject to the terms of this Agreement including the Reservations of Authority in Section 3.4, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the Development Plan. The Project shall remain subject to all Subsequent Development Approvals required to complete the Project as contemplated by the Development Plan. Except as otherwise provided in this Agreement, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Development Plan.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservations of Authority in Section 3.4, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Existing Land Use Regulations. In connection with any Subsequent Development Approval, CITY shall exercise discretion in accordance with the same manner as it exercises its discretion under its police powers, including the Reservations of Authority set forth herein; provided however, that such discretion shall not prevent development of the Property for the uses and to the density or intensity of development set forth in this Agreement.

3.3 Timing of Development. The parties acknowledge that OWNER cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Cal. 3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that OWNER shall have the right to develop the Property in such order and at such rate and at such times as OWNER deems appropriate within the exercise of its subjective business judgment.

3.3.1 Infrastructure Improvement Exhibit. Attached hereto as Exhibit "F" are a description of the Infrastructure Improvements needed for the development of the Property ("the Infrastructure Improvement Exhibits").

3.4 Reservations of Authority.

3.4.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the CITY shall not be prevented from applying new rules, regulations and policies upon the OWNER, nor shall a development agreement prevent the CITY from denying or conditionally approving any subsequent development project application on the basis of such new rules, regulations and policies where the new rules, regulations and policies consist of the following:

(a) Processing fees by CITY to cover costs of processing applications for development approvals or for monitoring compliance with any development approvals;

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records and any other matter of procedure;

(c) Regulations, policies and rules governing engineering and construction standards and specifications applicable to public and private improvements, including all uniform codes adopted by the CITY and any local amendments to those codes adopted by the CITY; provided however that, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the standards and specifications that are expressly identified in the Specific Plan and the building codes in effect as of the Effective Date;

(d) Regulations that may conflict with this Agreement and the Development Plan but that are reasonably necessary to protect the occupants of the Project and/or of the immediate community from a condition perilous to their health or safety;

(e) Regulations that do not conflict with those rules, regulations and policies set forth in this Agreement or the Development Plan and which do not impose additional obligations, costs, and expenses on Owner or the Project;

(f) Regulations that may conflict but to which the OWNER consents.

3.4.2 Subsequent Development Approvals. This Agreement shall not prevent CITY, in acting on Subsequent Development Approvals, from applying Subsequent Land Use Regulations that do not conflict with the Development Plan and/or the Existing Development Approvals, nor shall this Agreement prevent CITY from denying or conditionally approving any Subsequent Development Approval on the basis of the Existing Land Use Regulations or any Subsequent Land Use Regulation not in conflict with the Development Plan and/or the Existing Development Approvals.

3.4.3 Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such

provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations, provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce. In the event OWNER alleges that such State or Federal laws or regulations preclude or prevent compliance with one or more provisions of this Agreement, and the CITY does not agree, the OWNER may, at its sole cost and expense, seek declaratory relief (or other similar non-monetary remedies); provided however, that nothing contained in this Section 3.6.3 shall impose on CITY any monetary liability for contesting such declaratory relief (or other similar non-monetary relief).

3.4.4 Intent.

3.5 Public Works; Utilities. If OWNER is required by this Agreement or a condition of project approval to construct any public works facilities which will be dedicated to CITY or any other public agency upon completion, and if required by applicable laws to do so, OWNER shall perform such work in the same manner as would be applicable to CITY or such other public agency should it have undertaken such construction. As a condition of development approval, OWNER shall connect the Project to all utilities necessary to provide adequate water, recycled water, sewer, gas, electric, and other utility service to the Project. As a further condition of development approval, OWNER shall to the extent possible contract with the CITY for CITY-owned or operated utilities for this purpose, for such price and on such terms as may be available to similarly situated customers in the CITY.

3.5.1 OWNER agrees that development of the Project shall require the construction of storm drain Improvements from the Property to the connection with the Cucamonga Creek Channel as described in Exhibit E and depicted in Exhibit F. OWNER shall be responsible for the construction of the necessary extension of storm drain facilities, as described in Exhibit E and depicted in Exhibit F. OWNER and CITY agree that CITY may issue grading, building permits and other required permits for OWNER to initiate construction of structures for the Property according to plans approved by CITY and OWNER agrees that OWNER shall not request and CITY shall not issue a final occupancy permit for any buildings prior to completion of the storm drain Improvements described in Exhibit E and depicted in Exhibit F. CITY agrees that OWNER may request that CITY issue temporary certificates of occupancy on a building-by-building basis prior to completion of the storm drain improvements and City shall in its sole discretion issue such requests for temporary certificates of occupancy upon request by Owner.

3.5.2 OWNER agrees that development of the Project shall require the construction of street improvements as described in Exhibits E and depicted in Exhibit F. OWNER and CITY agree that CITY may issue grading, building permits and other required permits for OWNER to initiate construction of structures for the Property according to plans approved by CITY and OWNER agrees that OWNER shall not request and CITY shall not issue a final occupancy permit for any buildings on the Property prior to Substantial Completion of the street Improvements as described in Exhibits E and

depicted in Exhibit F. For purposes of the foregoing, street improvements shall be deemed Substantially Complete even if the final lift of pavement has not been completed (i.e., Owner may install the final lift after completion of all other construction). CITY agrees that OWNER may request that CITY issue temporary certificates of occupancy on a building-by-building basis prior to completion and subject to final acceptance by CITY of the street improvements and City shall in its sole discretion issue such requests for temporary certificates of occupancy upon request by Owner. OWNER agrees that the street improvements shall be completed and subject to final acceptance by CITY prior to the release of any security for the construction of the street improvements.

3.5.3 OWNER agrees that development of the Property shall require the extension of water and recycled water utility Improvements as described in Exhibit E and depicted Exhibit F. OWNER and CITY agree that CITY may issue grading, building and other required permits for OWNER to initiate construction of structures for the Property according to plans approved by CITY upon completion of sufficient water and recycled water improvements to serve the Property from at least one point of connection and OWNER agrees that OWNER shall not request and CITY shall not issue a final occupancy permit for any buildings on the Property until the completion of the water and recycled water improvements described in Exhibit E and depicted Exhibit F. City agrees that OWNER may request that CITY issue temporary certificates of occupancy on a building-by-building basis prior to completion of the water and recycled water improvements if there is available permanent water and recycled water service from a minimum of one point of connection and sufficient water is available for fire protection purposes for any buildings while under construction. Provided there is sufficient water as described in the previous sentence, City shall in its sole discretion issue such requests for temporary certificates of occupancy upon request by Owner

3.5.4 OWNER agrees that development of the Property shall require the construction of sewer Improvements as described in Exhibit E and depicted in Exhibit F. OWNER and CITY agree that CITY may issue grading, building permits and other required permits for OWNER to initiate construction of structures for the Property according to plans approved by CITY and OWNER agrees that OWNER shall not request and CITY shall not issue a final occupancy permit for any buildings prior to completion of the sewer improvements described in Exhibit E and depicted in Exhibit F. CITY agrees that OWNER may request that CITY issue temporary certificates of occupancy on a building-by-building basis prior to the completion of the sewer improvements described in Exhibit E and depicted in Exhibit F and City shall in its sole discretion issue such requests for temporary certificates of occupancy upon request by Owner.

3.5.5 OWNER agrees that development of the Property shall require the construction of fiber optic communications infrastructure, at OWNER's sole cost and expense, as described in the attached Exhibit E and depicted in Exhibit F consisting generally of the construction of fiber optic communications infrastructure to serve the Property. OWNER and CITY agree that CITY may issue grading, building and other required permits for OWNER to initiate construction of structures for the Property according to plans approved by CITY and OWNER agrees that OWNER shall not request and CITY shall not issue a final occupancy permit for any buildings prior to completion of

the fiber optic communications infrastructure, as described in Exhibit E and depicted in Exhibit F. CITY agrees that OWNER may request that CITY issue temporary certificates of occupancy on a building-by-building basis prior to the completion of the fiber optic communications infrastructure, as described in Exhibit E and depicted in Exhibit F and City shall in its sole discretion issue such requests for temporary certificates of occupancy upon request by Owner.

3.6 Acquisition of Offsite Provision of Real Property Interests. In any instance where OWNER is required by any Development Approval or Land Use Regulation and the Construction Agreement to construct any public improvement on land not owned by OWNER ("Offsite Improvements"), the CITY and OWNER shall cooperate in acquiring the necessary legal interest ("Offsite Property") in accordance with the procedures set forth in Section 2.4 of the Construction Agreement. This section 3.6 is not intended by the parties to impose upon the OWNER an enforceable duty to acquire land or construct any public improvements on land not owned by OWNER, except to the extent that the OWNER elects to proceed with the development of the Project, and then only in accordance with valid conditions imposed by the CITY upon the development of the Project under the Subdivision Map Act or other legal authority.

3.6.1 CITY Acquisition of Non-Construction Agreement Offsite Property. In the event OWNER is required to construct any public improvements on land not owned by OWNER, but such requirement is not based upon the Construction Agreement, Sections 3.6.1 and 3.6.2 shall control the acquisition of the necessary property interest(s) ("Non-Construction Agreement Offsite Property"). If the OWNER is unable to acquire such Non-Construction Agreement Offsite Property, and following the written request from the OWNER to CITY, CITY agrees to use reasonable and diligent good faith efforts to acquire the Non-Construction Agreement Offsite Property from the owner or owners of record by negotiation to the extent permitted by law and consistent with this Agreement. If CITY is unable to acquire the Non-Construction Agreement Offsite Property by negotiation within thirty (30) days after OWNER'S written request, CITY shall, initiate proceedings utilizing its power of eminent domain to acquire that Non-Construction Agreement Subject Property at a public hearing noticed and conducted in accordance with California Code of Civil Procedure Section 1245.235 for the purpose of considering the adoption of a resolution of necessity concerning the Non-Construction Agreement Offsite Property, subject to the conditions set forth in this Section 3.6.1 The CITY and OWNER acknowledge that the timelines set forth in this Section 3.6.1 represent the maximum time periods which CITY and OWNER reasonably believe will be necessary to complete the acquisition of any Non-Construction Agreement Offsite Property. CITY agrees to use reasonable good faith efforts to complete the actions described within lesser time periods, to the extent that it is reasonably able to do so, consistent with the legal constraints imposed upon CITY.

3.6.2 Owner's Option to Terminate Proceedings. CITY shall provide written notice to OWNER no later than fifteen (15) days prior to making an offer to the owner of the Non-Construction Agreement Offsite Property. At any time within that fifteen (15) day period, OWNER may, at its option, notify CITY that it wants CITY to cease all acquisition proceedings with respect to that Non-Construction Agreement Offsite Property,

whereupon CITY shall cease such proceedings. CITY shall provide written notice to OWNER no later than fifteen (15) days prior to the date of the hearing on CITY'S intent to consider the adoption of a resolution of necessity as to any Non-Construction Agreement Offsite Property. At any time within that fifteen (15) day period, OWNER may, at its option, notify CITY that it wants CITY to cease condemnation proceedings, whereupon CITY shall cease such proceedings. If OWNER does not notify CITY to cease condemnation proceedings within said fifteen (15) day period, then the CITY may proceed to consider and act upon the Non-Construction Agreement Offsite Property resolution of necessity. If CITY adopts such resolution of necessity, then CITY shall diligently institute condemnation proceedings and file a complaint in condemnation and seek an order of immediate possession with respect to the Non-Construction Agreement Offsite Property.

3.7 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of CITY possess authority to regulate aspects of the development of the Property separately from or jointly with CITY and this Agreement does not limit the authority of such other public agencies. CITY agrees to cooperate fully, at no cost to CITY, with OWNER in obtaining any required permits or compliance with the regulations of other public agencies provided such cooperation is not in conflict with any laws, regulations or policies of the CITY.

3.8 Tentative Parcel Maps; Extension. With respect to applications by OWNER for tentative parcel maps for portions of the Property, CITY agrees that OWNER may file and process tentative maps in accordance with Chapter 4.5 (commencing with Section 66498.1) of Division 2 of Title 7 of the California Government Code and the applicable provisions of CITY's subdivision ordinance, as the same may be amended from time to time. In accordance with the provisions of Section 66452.6 of the Government Code, each tentative subdivision map or tentative parcel map, heretofore or hereafter approved in connection with development of the Property, shall be deemed to have been granted an extension of time to and until the date that is five (5) years following the Effective Date of this Agreement. The CITY's City Council may, in its discretion, extend any such map for an additional period of up to five (5) years beyond its original term, so long as the subdivider files a written request for an extension with the City prior to the expiration of the initial five (5) year term.

4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Property will result in substantial public needs that will not be fully met by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on OWNER that should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on OWNER by providing more fully for the satisfaction of the public needs resulting from the Project.

4.2 Development Impact Fees.

4.2.1 Amount of Development Impact Fee. Development Impact Fees (DIF) shall be paid by OWNER. The Development Impact Fee amounts to be paid by OWNER shall be the amounts that are in effect at the time such amounts are due. Nothing contained in this Agreement shall affect the ability of the CITY to impose new Development Impact Fees or amend the amounts of existing Development Impact Fees. Additionally, nothing contained in this Agreement shall affect the ability of other public agencies that are not controlled by CITY to impose and amend, from time to time, Development Impact Fees established or imposed by such other public agencies, even though such Development Impact Fees may be collected by CITY.

4.2.2 Time of Payment. The Development Impact Fees required pursuant to Subsection 4.2.1 shall be paid to CITY prior to the issuance of building permit for each applicable building (subject to the application/use of available fee deferrals or credits), except for the Open Space and Habitat Acquisition Development Impact fee, which shall be paid by OWNER to CITY prior to the issuance of a grading permit

4.3 Responsibility for Construction of Public Improvements.

4.3.1 Timely Construction of Public Infrastructure. The phasing of the area wide infrastructure construction within the Ontario Ranch area shall be as approved by the CITY. OWNER shall be responsible for the timely construction and completion of all public infrastructure required for the Project as shown on the attached Exhibit "F" and any and all Development Plan conditions. Unless otherwise specified in the Development Plan conditions, and subject to the provisions of Section 3.5 and 3.6, all other required Improvements for each Development Plan, shall be completed and operational prior to, and as a condition precedent to, OWNER requesting and CITY's granting of a final occupancy permit for any buildings to be constructed on the Property. All Infrastructure and Improvements shall be completed as required by the Subdivision Agreement and/or Development Plan conditions for Development Plan (File No. PDEV21-024).

4.3.2 Availability and Use of Recycled Water. OWNER agrees that recycled water shall be available and utilized by OWNER for all construction-related water uses including prior to, and during, any grading of the Property.

4.3.3 Construction of DIF Program Infrastructure To the extent OWNER is required to construct and completes construction of public improvements that are included in CITY's Development Impact Fee Program. CITY agrees that CITY shall issue DIF Credit in accordance with the provisions of a separate Fee Credit Agreement between CITY and OWNER. Limitations on the use of DIF Credit issued to OWNER to offset OWNER's DIF payment obligations shall also be subject to the provisions of a separate Fee Credit Agreement. CITY and OWNER agree that the Fee Credit Agreement between CITY and OWNER shall comply with CITY's adopted policies applicable to such agreements.

4.4 Public Services Funding Fee.

4.4.1 Requirement for Payment of Public Services Funding Fee. In order to ensure that the adequate provision of public services, including without limitation, police, fire and other public safety services, are available to each Project in a timely manner, OWNER shall pay to CITY a "Public Services Funding Fee." The Public Services Funding Fee shall apply to residential and non-residential uses as set forth below.

4.4.2 Public Services Funding Fee Amount. OWNER shall pay a Public Services Funding fee in a single installment payment in the amount of Seventy Cents ($.70) per square foot of each non-residential building. The single installment for non-residential uses shall be due and payable on a building-by-building basis prior to the issuance of the building permit for a non-residential building. The amount of the Single Installment for non-residential uses shall automatically increase by percentage increase (but no decrease) in the Consumer Price Index (Riverside-San Bernardino-Ontario, CA), (December 2017=100) over the preceding year on January 1st of each year, beginning on January 1, 2023. OWNER may exercise the option to pay any single installment amounts for the remainder of the non-residential square footage within the Project on or before December 31st, before the Single Installment amount is automatically increased

4.5 Net MDD/Water Availability Equivalents.

4.5.1 Effectiveness of Agreement. Notwithstanding anything else set forth in this Agreement, CITY and OWNER each acknowledge, confirm, and agree, that (i) the City approval of this Agreement and (ii) the effectiveness of this Agreement, in each case, is conditioned upon OWNER's admission to NMC Builders as a "Member" thereof pursuant to the terms and conditions of the operating agreement of NMC Builders. OWNER and CITY agree that OWNER shall become a Member of NMC Builders within 30 days of the effective date of this Agreement.

4.5.2 Assigned Net MDD/Water Availability Equivalents. OWNER acknowledges that the City has agreed with NMC Builders to reserve exclusively for Members of NMC Builders, including OWNER, Net MDD made available through the construction of water system improvements funded by NMC Builders and/or OWNER. OWNER acknowledges that the provisions of the Construction Agreement Amendment require that the City shall not issue building permits or certificates of occupancy for the area of development within the New Model Colony served by the water system improvements funded by NMC Builders, except to the bearer of a Certificate of Net MDD Water Availability.

4.5.3 Requirement for NMC Builders LLC Membership as a Phase 2 Water Member. OWNER and CITY agree that OWNER's' payment to CITY required by Section 4.5.3 below represents OWNER's contribution to the funding required for the future construction of the Phase 2 Water Improvements and the availability of additional Net MDD Water Availability required for the development of the Property described in Exhibit A of this Agreement.

4.5.4 CITY issuance of Water Availability Equivalents. Within 30 days after the effectiveness of this Development Agreement OWNER shall pay or have paid to City the applicable Phase 2 Water Participation Fee. The Phase 2 Water Participation Fee shall be the calculated based on the amount of the Regional Water DIF for the applicable land use category and the square footage of the applicable buildings. The calculated amount of the Phase 2 Water Participation Fee shall be paid to City within 30 days after the effective date of this Agreement or, at OWNER's option, the Phase 2 Water Participation Fee may be paid to City in two (2) installments. The first installment shall be fifty percent (50%) of the total Phase 2 Water Participation Fee and such first installment shall be due and payable to City within 30 days after the effective date of this Development Agreement. The second installment shall be the remaining amount of the Phase 2 Water Participation Fee and such second installment shall be due and payable to City within one (1) year after the payment of the first installment, or prior to, and as a condition precedent to, the OWNER's request for occupancy for any building on the Property, whichever occurs first. Upon OWNER's complete payment to CITY of the Phase 2 Water Participation Fee CITY shall issue a Certificate of Water Availability Equivalents in the form attached hereto as Exhibit G. Such Water Availability Equivalents Certificate shall be issued by CITY within thirty (30) days of the receipt of such required payment. CITY and OWNER agree that the amount of Water Availability Equivalents issued to OWNER shall be based on the maximum projected need for Water Availability Equivalents required for the Property based upon water demand factors and assumptions listed in Exhibit C-2R of the Phase 2 Water Amendment to the Construction Agreement "Water Demand Equivalents by Land Use" for each land use category. Additionally, within five (5) business days of CITY's receipt of OWNER's payment as required under this Section 4.5.2, CITY shall issue a certificate of DIF Credit against OWNER's DIF obligations in the Regional Water DIF Category.

4.6 Requirement for other Water System Improvements. A Certificate of Net MDD Availability is evidence only of available water capacity and does not satisfy any other conditions applicable to OWNER's Project, including those relating to design and construction of master-planned potable water and recycled water transmission and distribution system for the respective pressure zone and other public infrastructure requirements.

4.7 Compliance with Public Benefits Requirements.

4.7.1 Failure to Provide Public Benefits. In the event OWNER fails or refuses to comply with any condition referenced in Section 4.1 through 4.6, or challenges (whether administratively or through legal proceedings) the imposition of such conditions, OWNER shall be deemed in default of this Agreement pursuant to Section 8 hereof, thereby entitling the City to any and all remedies available to it, including, without limitation, the right of the City to withhold OWNER's Project-related building permits, certificates of occupancy, or discretionary approvals, without liability. Nothing herein shall waive Owner's right to assert a default (or failure to perform) by the City has excused Owner's performance under this Agreement.

5. FINANCING OF PUBLIC IMPROVEMENTS.

5.1 Financing Mechanism(s). OWNER agrees that prior to the request for a building permit of any building on the Property, the property subject to such Development Plan or any future Development Plan(s) shall be included in a CFD to finance City services through annual special taxes that will initially be Twenty-Nine ($0.29) per square foot for non-residential buildings. These amounts shall be subject to an automatic increase at a rate not to exceed four (4%) percent per year unless otherwise modified by the City. Depending on the fiscal year that the CFD is formed and the CFD tax is levied, the annual special taxes may be higher. CITY shall be the sole and exclusive lead agency in the formation of any CFD, assessment district or other public financing mechanism within the Property; provided however, that the proceeds of any such CFD, assessment district, or financing mechanism may be used, subject to restrictions that may be imposed by applicable law, for the purposes of acquiring, constructing or maintaining public facilities to be owned or operated by other public agencies, including, without limitation those facilities owned or operated by a school district. In addition to the rights of the CITY pursuant to section 5.1 hereof, CITY shall have the right, but not the obligation, to condition the formation of any CFD, assessment district or other public financing mechanism within the Property on the OWNER mitigating all Project-related impacts to the applicable school district(s) as required by such school district(s). Written evidence by such school district(s) may be required by the CITY as the condition to the formation of any CFD, assessment district or other public financing mechanism within the Property, or any steps preliminary thereto, including, without limitation, the adoption of any resolution of intention to form such CFD, assessment district or other public financing mechanism within the Property. It is not the intent of the parties hereto, by this provision, to prohibit or otherwise limit the City's ability to take any and all necessary steps requisite to the formation of the CFD to finance City services through annual special taxes as set forth in this Section 5.1. Formation of any CFD, assessment district or other public financing mechanism within the Property, shall be subject to CITY's ability to make all findings required by applicable law and complying with all applicable legal procedures and requirements including, without limitation, CITY's public financing district policies as such policies may be amended from time to time. Notwithstanding the foregoing, it is acknowledged and agreed by the parties that nothing contained in this Agreement shall be construed as requiring CITY or the City Council to form any such district.

6. REVIEW FOR COMPLIANCE.

6.1 Periodic and Special Reviews.

6.1.1 Time for and Initiation of Periodic Review. The CITY shall review this Agreement every twelve (12) months from the Effective Date in order to ascertain the good faith compliance by the OWNER with the terms of this Agreement. The OWNER shall submit an Annual Monitoring Report to CITY, in a form acceptable to the City Manager, along with any applicable processing charge within ten (10) days after each anniversary date of the Effective Date of this Agreement. Within fifteen (15) days after the receipt of the Annual Monitoring Report, CITY shall review the Annual Monitoring Report. Prior to the expiration of the fifteen (15) day review period, CITY shall either issue a notice of continuing compliance or a notice of non-compliance and a notice of CITY's

intent to conduct a Special Review pursuant to Sections 6.1.2 through 6.1.6. Issuance of a notice of continuing compliance may be issued by the City Manager or his designee.

6.1.2 Initiation of Special Review. A special review may be called either by agreement between the parties or by initiation in one or more of the following ways:

(a) Recommendation of the Planning staff;

(b) Affirmative vote of at least four (4) members of the Planning Commission; or

(c) Affirmative vote of at least three (3) members of the City Council.

6.1.3 Notice of Special Review. The City Manager shall begin the special review proceeding by giving notice that the CITY intends to undertake a special review of this Agreement to the OWNER. Such notice shall be given at least ten (10) days in advance of the time at which the matter will be considered by the Planning Commission.

6.1.4 Public Hearing. The Planning Commission shall conduct a hearing at which the OWNER must demonstrate good faith compliance with the terms of this Agreement. The burden of proof on this issue is upon the OWNER.

6.1.5 Findings Upon Public Hearing. The Planning Commission shall determine upon the basis of substantial evidence whether or not the OWNER has, for the period under review, complied in good faith with the terms and conditions of this Agreement.

6.1.6 Procedure Upon Findings.

(a) If the Planning Commission finds and determines on the basis of substantial evidence that the OWNER has complied in good faith with the terms and conditions of this Agreement during the period under review, the review for that period is concluded.

(b) If the Planning Commission finds and determines on the basis of substantial evidence that the OWNER has not complied in good faith with the terms and conditions of this Agreement during the period under review, the Planning Commission may recommend to the City Council to modify or terminate this Agreement.

(c) The OWNER may appeal a determination pursuant to paragraph (b) to the City Council in accordance with the CITY's rule for consideration of appeals in zoning matters generally.

6.2 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.1.6(b), the CITY determines to proceed with modification or termination of this Agreement, the CITY shall give notice to the property OWNER of its intention so to do. The notice shall contain:

(a) The time and place of the hearing;

(b) A statement as to whether or not the CITY proposes to terminate or to modify this Agreement; and

(c) Other information that the CITY considers necessary to inform the OWNER of the nature of the proceeding.

6.3 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, the OWNER shall be given an opportunity to be heard. The OWNER shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on the OWNER. If the City Council finds, based upon substantial evidence in the administrative record, that the OWNER has not complied in good faith with the terms and conditions of the agreement, the City Council may terminate this Agreement or modify this Agreement and impose those conditions to the action it takes as it considers necessary to protect the interests of the CITY. The decision of the City Council shall be final, subject only to judicial review pursuant to Section 1094.5 of the Code of Civil Procedure.

6.4 Certificate of Agreement Compliance. If, at the conclusion of a Periodic or Special Review, OWNER is found to be in compliance with this Agreement, CITY shall, upon written request by OWNER, issue a Certificate of Agreement Compliance ("Certificate") to OWNER stating that after the most recent Periodic or Special Review and based upon the information known or made known to the Planning Director and City Council that (1) this Agreement remains in effect and (2) OWNER is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a Periodic or Special Review and shall state the anticipated date of commencement of the next Periodic Review. OWNER may record the Certificate with the County Recorder. Whether or not the Certificate is relied upon by assignees or other transferees or OWNER, CITY shall not be bound by a Certificate if a default existed at the time of the Periodic or Special Review, but was concealed from or otherwise not known to the Planning Director or City Council.

7. [OMITTED]

8. DEFAULT AND REMEDIES.

8.1 Remedies in General. It is acknowledged by the parties that CITY would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof. In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that CITY shall not be liable in damages to OWNER, or to any successor in interest of OWNER, or to any other person, and OWNER covenants not to sue for damages or claim any damages:

(a) For any breach of this Agreement or for any cause of action which arises out of this Agreement; or

(b) For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or

(c) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

8.2 Specific Performance. The parties acknowledge that money damages and remedies at law generally are inadequate and specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement and should be available to all parties for the following reasons:

(a) Money damages are unavailable against CITY as provided in Section 8.1 above.

(b) Due to the size, nature and scope of the project, it may not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, OWNER may be foreclosed from other choices it may have had to utilize the Property or portions thereof. OWNER has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate OWNER for such efforts.

8.3 Release. Except for nondamage remedies, including the remedy of specific performance and judicial review as provided for in Section 6.5, OWNER, for itself, its successors and assignees, hereby releases the CITY, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon the CITY because it entered into this Agreement or because of the terms of this Agreement.

8.4 Termination or Modification of Agreement for Default of OWNER. Subject to the provisions contained in Subsection 6.3 herein, CITY may terminate or modify this Agreement for any failure of OWNER to perform any material duty or obligation of OWNER under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default"); provided, however, CITY may terminate or modify this Agreement pursuant to this Section only after providing written notice to OWNER of default setting forth the nature of the default and the actions, if any, required by OWNER to cure such default and, where the default can be cured, OWNER has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default

within such 60 day period and to diligently proceed to complete such actions and cure such default.

8.5 Termination of Agreement for Default of CITY. OWNER may terminate this Agreement only in the event of a default by CITY in the performance of a material term of this Agreement and only after providing written notice to CITY of default setting forth the nature of the default and the actions, if any, required by CITY to cure such default and, where the default can be cured, CITY has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

9. THIRD PARTY LITIGATION.

9.1 General Plan Litigation. CITY has determined that this Agreement is consistent with its Comprehensive General Plan, as such General Plan exists as of the Effective Date ("General Plan"), and that the General Plan meets all requirements of law. OWNER has reviewed the General Plan and concurs with CITY's determination. CITY shall have no liability in damages under this Agreement for any failure of CITY to perform under this Agreement or the inability of OWNER to develop the Property as contemplated by the Development Plan of this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law.

9.2 Third Party Litigation Concerning Agreement. OWNER shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless CITY, its agents, officers and employees from any claim, action or proceeding against CITY, its agents, officers, or employees to attack, set aside, void, or annul the approval of this Agreement or the approval of any permit granted pursuant to this Agreement. CITY shall promptly notify OWNER of any such claim, action or proceeding, and CITY shall cooperate in the defense. If CITY fails to promptly notify OWNER of any such claim, action or proceeding, or if CITY fails to cooperate in the defense, OWNER shall not thereafter be responsible to defend, indemnify, or hold harmless CITY. CITY may in its discretion participate in the defense of any such claim, action or proceeding.

9.3 Indemnity. In addition to the provisions of 9.2 above, OWNER shall indemnify and hold CITY, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of OWNER, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (OWNER's employees included) or any other element of damage of any kind or nature, to the extent relating to or in any way connected with or arising from the activities contemplated hereunder, including, but not limited to, the study, design, engineering, construction, completion, failure and conveyance of the public improvements, save and except claims for damages arising through the sole active negligence or sole willful misconduct of CITY. OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents, employees and independent

contractors in any legal action based upon such alleged acts or omissions. CITY may in its discretion participate in the defense of any such legal action.

9.4 Environment Assurances. OWNER shall indemnify and hold CITY, its officers, agents, and employees free and harmless from any liability, to the extent based or asserted, upon any act or omission of OWNER, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property during OWNER'S period of ownership of the Property, including, but not limited to, soil and groundwater conditions caused by OWNER, and OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. CITY may in its discretion participate in the defense of any such action.

9.5 Reservation of Rights. With respect to Sections 9.2, 9.3 and 9.4 herein, CITY reserves the right to either (1) approve the attorney(s) which OWNER selects, hires or otherwise engages to defend CITY hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense, provided, however, that OWNER shall reimburse CITY forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

9.6 Survival. The provisions of this Sections 9.1 through 9.6, inclusive, shall survive the termination of this Agreement.

10. MORTGAGEE PROTECTION.

10.1 Mortgagee Protection. The parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at OWNER's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. CITY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with OWNER and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. CITY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee, has submitted a request in writing to the CITY in the manner specified herein for giving notices, shall be entitled to receive written notification

from CITY of any default by OWNER in the performance of OWNER's obligations under this Agreement.

(c) If CITY timely receives a request from a Mortgagee requesting a copy of any notice of default given to OWNER under the terms of this Agreement, CITY shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to OWNER. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of OWNER's obligations or other affirmative covenants of OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by OWNER is a condition precedent to the performance of a covenant by CITY, the performance thereof shall continue to be a condition precedent to CITY's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 2.4 of this Agreement

(e) In the event of a default by Owner, any Mortgagee shall have the right to remedy, or cause to be remedied, such default within sixty (60) days following the later to occur of (i) the date of Mortgagee's receipt of the notice referred to in Section 10.1(b) above, or (ii) the expiration of the period provided herein for Owner to remedy or cure such default, and City shall accept such performance by or at the insistence of the Mortgagee as if the same had been timely made by Owner; provided, however, that (i) if such default is not capable of being cured within the timeframes set forth in this Section and Mortgagee commences to cure the default within such timeframes, then Mortgagee shall have such additional time as is required to cure the default so long as Mortgagee diligently prosecutes the cure to completion and (ii) if possession of the Property (or portion thereof) is required to effectuate such cure or remedy, the Mortgagee shall be deemed to have timely cured or remedied if it commences the proceedings necessary to obtain possession thereof within sixty (60) days after receipt of the copy of the notice, diligently pursues such proceedings to completion, and, after obtaining possession, diligently completes such cure or remedy.

11. MISCELLANEOUS PROVISIONS.

11.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the San Bernardino County Recorder by the City Clerk within the ten (10) days after the CITY executes this Agreement, as required by Section 65868.5 of the Government Code. If the parties to this Agreement or their successors in interest amend or cancel this Agreement as provided for herein and in Government Code Section 65868, or if the CITY terminates or modifies the agreement as provided for herein and in Government Code Section 65865.1 for failure of the applicant to comply in good

faith with the terms or conditions of this Agreement, the City Clerk shall have notice of such action recorded with the San Bernardino County Recorder.

11.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

11.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Section 4 of this Agreement, including the payment of the fees set forth therein, are essential elements of this Agreement and CITY would not have entered into this Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

11.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

11.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

11.6 Singular and Plural. As used herein, the singular of any word includes the plural.

11.7 Joint and Several Obligations. Subject to Section 2.4, if at any time during the term of this Agreement the Property is owned, in whole or in part, by more than one owner, all obligations of such owners under this Agreement shall be joint and several, and the default of any such owner shall be the default of all such owners. Notwithstanding the foregoing, no owner of a single lot which has been finally subdivided and sold to such owner as a member of the general public or otherwise as an ultimate user shall have any obligation under this Agreement except as provided under Section 4 hereof.

11.8 Time of Essence. Time is of the essence in the performance of .the provisions of this Agreement as to which time is an element.

11.9 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right

to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

11.10 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

11.11 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, pandemics or governmental orders issues in connection therewith, supply chain delays in procuring construction and related materials, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control, (including the party's employment force), government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the party's control. If any such events shall occur, the term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the term of this Agreement shall not be extended under any circumstances for more than five (5) years.

11.12 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

11.13 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and, (c) is binding upon each party and each successor in interest during ownership of the Property or any portion thereof.

11.14 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

11.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of San Bernardino, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

11.16 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and

conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between CITY and OWNER is that of a government entity regulating the development of private property and the owner of such property.

11.17 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement. The City Manager may delegate his powers and duties under this Agreement to an Assistant City Manager or other management level employee of the CITY.

11.18 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by CITY of its power of eminent domain.

11.19 Agent for Service of Process. In the event OWNER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venturer resident of the State of California, or it is a foreign corporation, then in any such event, OWNER shall file with the Planning Director, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon OWNER. If for any reason service of such process upon such agent is not feasible, then in such event OWNER may be personally served with such process out of this County and such service shall constitute valid service upon OWNER. OWNER is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto.

11.20 Estoppel Certificate. Within thirty (30) business days following a written request by any of the parties, the other party shall execute and deliver to the requesting party a statement certifying that (i) either this Agreement is unmodified and in full force and effect or there have been specified (date and nature) modifications to the Agreement, but it remains in full force and effect as modified; and (ii) either there are no known current uncured defaults under this Agreement or that the responding party alleges that specified (date and nature) defaults exist. The statement shall also provide any other reasonable information requested. The failure to timely deliver this statement shall constitute a conclusive presumption that this Agreement is in full force and effect without modification except as may be represented by the requesting party and that there are no uncured defaults in the performance of the requesting party, except as may be represented by the requesting party. OWNER shall pay to CITY all costs incurred by CITY in connection with

the issuance of estoppel certificates requested by Owner under this Section 11.20 prior to CITY's issuance of such certificates.

11.21 Authority to Execute. The person or persons executing this Agreement on behalf of OWNER warrants and represents that he or she/they have the authority to execute this Agreement on behalf of his or her/their corporation, partnership or business entity and warrants and represents that he or she/they has/have the authority to bind OWNER to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

SIGNATURE PAGE
TO DEVELOPMENT AGREEMENT
FILE NO. PDA21-007

"OWNER"

REMINGTON APG LLC.,
a Delaware limited liability company

By: Alere Property Group LLC, a Delaware limited liability company, its sole member

By: _____
Name:
Its: _____
Date: _____

"CITY"

CITY OF ONTARIO

By:_____
Scott Ochoa
City Manager

Date: _____

ATTEST:

_____
City Clerk, Ontario

APPROVED AS TO FORM:
BEST BEST & KRIEGER, LLP

_____
City Attorney

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 20_____, before me,_____,
Date *Insert Name and Title of the Officer*

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

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

WITNESS my hand and official seal.

Signature_____
Signature of Notary Public

Place Notary Seal Above

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 20_____, before me,_____,
Date *Insert Name and Title of the Officer*

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

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

WITNESS my hand and official seal.

Signature_____
Signature of Notary Public

Place Notary Seal Above

EXHIBIT "A"
TO DEVELOPMENT AGREEMENT

Legal Description of Property

EXHIBIT "A"

LEGAL DESCRIPTION

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

PARCEL A:
A PORTION OF THAT PART OF GOVERNMENT LOT 8, SECTION 22, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, AS SHOWN ON THE PLAT RECORDED IN BOOK 3, PAGE 71 RECORDS OF SURVEY, RECORDS OF SAID COUNTY, DESCRIBED IN DOCUMENT RECORDED IN BOOK 1720, PAGE 136 OFFICIAL RECORDS OF SAID COUNTY, SAID PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF REMINGTON AVENUE (50 FEET WIDE) WITH A LINE THAT IS PARALLEL WITH AND DISTANT EASTERLY 110 FEET FROM THAT CERTAIN DESCRIBED CENTERLINE IN "PARCEL A" IN DOCUMENT RECORDED IN BOOK 9271, PAGE 394 OFFICIAL RECORDS OF SAID COUNTY, SAID INTERSECTION BEING DISTANT ALONG THE CENTERLINE OF REMINGTON AVENUE, SOUTH 88° 55' 14" EAST 1961.96 FEET FROM A 1-INCH SAN BERNARDINO COUNTY SURVEYOR'S MONUMENT MARKING THE INTERSECTION OF SAID CENTERLINE WITH THE CENTERLINE OF CARPENTER AVENUE (50 FEET WIDE); THENCE ALONG SAID PARALLEL LINE NORTH 12° 46' 21" EAST, 777.98 FEET TO THE EASTERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN SAID DOCUMENT RECORDED IN BOOK 1720, PAGE 136 OFFICIAL RECORDS; THENCE ALONG SAID EASTERLY LINE SOUTH 0° 47' 18" WEST (RECORDED SOUTH 0° 06' WEST), 761.85 FEET TO THE CENTERLINE OF SAID REMINGTON AVENUE; THENCE ALONG THE CENTERLINE OF REMINGTON AVENUE NORTH 88° 55' 14" WEST, 161.40 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEGINNING AT THE SAID INTERSECTION OF THE CENTERLINE OF SAID REMINGTON AVENUE WITH SAID PARALLEL LINE; THENCE ALONG SAID PARALLEL LINE NORTH 12° 46' 21" EAST, 125.73 FEET; THENCE SOUTH 26° 30' 15" EAST, 93.78 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT NORTHERLY 40.00 FEET FROM THE CENTERLINE OF SAID REMINGTON AVENUE; THENCE PARALLEL WITH THE CENTERLINE OF REMINGTON AVENUE, SOUTH 88° 55' 14" EAST, 69.18 FEET; THENCE NORTH 69° 37' 40" EAST, 24.79 FEET TO THE EASTERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN DOCUMENT RECORDED IN BOOK 1720, PAGE 136 OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID EASTERLY LINE SOUTH 0° 47' 18" WEST (RECORDED SOUTH 0° 06' WEST), 49.07 FEET TO THE CENTERLINE OF SAID REMINGTON AVENUE; THENCE ALONG SAID CENTERLINE NORTH 88° 55' 14" WEST, 161.40 FEET TO THE POINT OF BEGINNING.

PARCEL B:
THAT PORTION OF GOVERNMENT LOTS 5 AND 8, IN FRACTIONAL SECTION 22, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SAN BERNARDINO BASE AND MERIDIAN DESCRIBED IN DEED TO OSCAR K. IMBACK, ET. UX., RECORDED JUNE 10, 1944 IN BOOK 1683, PAGE 350 OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN BERNARDINO COUNTY AND THAT PORTION OF THE FRACTIONAL SOUTHEAST ONE-QUARTER OF SAID SECTION 22 AND THE FRACTIONAL NORTHEAST ONE-QUARTER OF SECTION 27 IN SAID TOWNSHIP 2 SOUTH, RANGE 7 WEST DESCRIBED IN DEED TO OSCAR IMBACH, ET. UX., RECORDED JANUARY 22, 1959 AS INSTRUMENT NO. 1959-5716 OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY, LYING WESTERLY OF A LINE PARALLEL WITH AND DISTANT EASTERLY, 230.00 FEET, MEASURED AT RIGHT ANGLES FROM THE FOLLOWING DESCRIBED SURVEYED REFERENCE LINE:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF THE FRACTIONAL SOUTHEAST ONE-QUARTER OF SAID SECTION 22, SAID POINT BEING SOUTH 88° 54' 26" EAST 959.04 FEET, MEASURED ALONG SAID NORTHERLY LINE FROM A FOUND SAN BERNARDINO COUNTY SURVEYOR'S NAIL AND FLASH SET AT THE CENTER ONE-QUARTER CORNER OF SAID SECTION 22, SAID POINT ALSO BEING NORTH 88° 54' 26" WEST 1672.94 FEET, MEASURED ALONG SAID NORTHERLY LINE FROM A FOUND SAN BERNARDINO COUNTY SURVEYOR'S MONUMENT SET AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 22; THENCE SOUTH 3° 23' 57" WEST 941.26 FEET; THENCE SOUTH 11° 03' 04" WEST 1444.72 FEET; THENCE SOUTH 8° 01' 16" WEST 3020.52 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID FRACTIONAL NORTHEAST ONE-QUARTER OF SECTION 27, SAID POINT BEING SOUTH 89° 21' 30" EAST 112.29 FEET, MEASURED ALONG SAID SOUTHERLY LINE FROM A FOUND 2 INCH IRON PIPE SET AT THE SOUTHWEST CORNER OF THE LAND SHOWN AS "PARCEL 2" ON THAT CERTAIN RECORD OF SURVEY RECORDED IN BOOK 34, PAGE 81 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, SAID POINT ALSO BEING NORTH 89° 21' 30" WEST 2414.61 FEET, MEASURED ALONG SAID SOUTHERLY LINE FROM A FOUND RIVERSIDE COUNTY SURVEYOR'S MONUMENT, IN WELL, SET AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 27.

EXHIBIT "A" CONTINUED
TO DEVELOPMENT AGREEMENT

Legal Description of Property

SHEET 2 OF 2

EXHIBIT "A"

LEGAL DESCRIPTION

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE LAND DESCRIBED IN DEED TO KENNETH EARLE IMBACH, ET AL., RECORDED JANUARY 13, 1960 AS INSTRUMENT NO. 1960-3050 OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY.

ALSO EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE LAND DESCRIBED IN DEED TO THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT RECORDED SEPTEMBER 22, 1944 IN BOOK 1711, PAGE 162 OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN BERNARDINO COUNTY.

ALSO EXCEPTING FROM THAT PORTION OF GOVERNMENT LOTS 5 AND 8, HEREINBEFORE DESCRIBED, AN UNDIVIDED ONE-HALF INTEREST IN THE OIL AND MINERAL RIGHTS ON, IN OR UNDER SAID LAND AS PROVIDED IN AGREEMENT BETWEEN HELEN CURRIE MORGAN, ET. AL., AND OSCAR IMBACH, ET. UX., RECORDED JUNE 10, 1944 IN BOOK 1684, PAGE 378 OFFICIAL RECORDS.

ALSO EXCEPTING THE REMAINING INTEREST IN THE OIL AND MINERAL RIGHTS ON, IN OR UNDER THE HEREINBEFORE DESCRIBED LAND, TOGETHER WITH THE RIGHT TO USE THAT PORTION ONLY OF SAID LAND WHICH UNDERLIES A PLANE PARALLEL TO AND FIVE HUNDRED (500) FEET BELOW THE PRESENT SURFACE OF SAID LAND, FOR THE PURPOSE OF PROSPECTING FOR, DEVELOPING AND/OR EXTRACTING SAID URANIUM, THORIUM, AND OTHER FISSIONABLE MATERIALS, OIL, GAS, PETROLEUM, ASPHALTUM, AND OTHER MINERAL OR HYDROCARBON SUBSTANCES FROM SAID LAND, IT BEING EXPRESSLY UNDERSTOOD AND AGREED THAT SAID GRANTORS, THEIR HEIRS AND ASSIGNS, SHALL HAVE NO RIGHT TO ENTER UPON THE SURFACE OF SAID LAND, OR TO USE SAID LAND OR ANY PORTION THEREOF TO SAID DEPTH OF FIVE HUNDRED (500) FEET, FOR ANY PURPOSE WHATSOEVER, AS RESERVED IN THE DEED FROM OSCAR IMBACH, ET. AL., RECORDED DECEMBER 20, 1974 IN BOOK 8581, PAGE 201 OFFICIAL RECORDS, AND RE-RECORDED MAY 5, 1975 IN BOOK 8671, PAGE 237 OFFICIAL RECORDS, RECORDS OF SAN BERNARDINO COUNTY AND RECORDED DECEMBER 20, 1974 AS INSTRUMENT NO. 1974-160889 OFFICIAL RECORDS AND RE-RECORDED MARCH 20, 1975 AS INSTRUMENT NO. 1975-31976 OFFICIAL RECORDS OF RIVERSIDE COUNTY.

APN: 0218-311-07-0-000, 0218-311-13-0-000 (FUTURE APN: 1073-151-12-0-000 AND 1073-151-15-0-000)

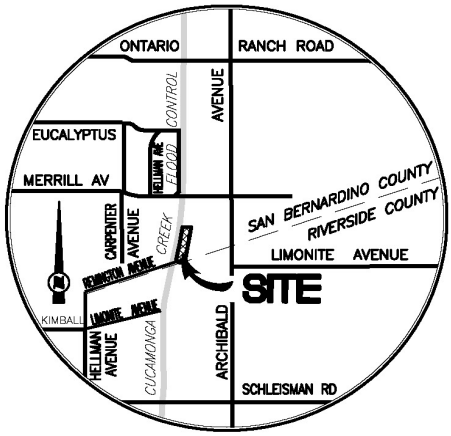
PARCEL C:
A NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS, EGRESS AND ACCESS AND FOR EMERGENCY PEDESTRIAN AND VEHICULAR INGRESS, EGRESS AND ACCESS AS DESCRIBED IN THAT CERTAIN ACCESS EASEMENT AGREEMENT RECORDED JULY 14, 2020 AS INSTRUMENT NO. 2020-0234093 OFFICIAL RECORDS.

EXHIBIT "B"
TO DEVELOPMENT AGREEMENT

Map showing Property and its location

EXHIBIT "B"
LEGAL DESCRIPTION

SHEET 1 OF 1



VICINITY MAP
NOT TO SCALE

EXHIBIT "C"
TO DEVELOPMENT AGREEMENT

Existing Development Approvals

On March 27, 2018 the Planning Commission:

a) Issued Resolution PC18-029 recommending City Council certification of the Colony Commerce Center East Specific Plan EIR (SCH#2017031048).

b) Issued Resolution PC18-030 recommending to City Council approval of the Colony Commerce Center East Specific Plan (File No. PSP16-003).

On April 17, 2018, the City Council:

a) Issued Resolution 2018-034 for the certification of the Colony Commerce Center East Specific Plan EIR (SCH#2017031048).

On May 1, 2018, the City Council:

a) Adopted Ordinance 3097 approving the Colony Commerce Center East Specific Plan (File No. PSP16-003).

EXHIBIT "D"
TO DEVELOPMENT AGREEMENT

Existing Land Use Regulations

These documents are listed for reference only:

1. Colony Commerce Center East Specific Plan (File No. PSP16-003), Ordinance No. 3097.

2. Colony Commerce Center East Specific Plan Environmental Impact Report (SCH #2017031048).

3. City of Ontario Municipal Code
   a. Six – Sanitation & Health
   b. Seven – Public Works
   c. Eight – Building Regulations
   d. Nine – Development Code
   e. Ten – Parks & Recreation

EXHIBIT "E"
TO DEVELOPMENT AGREEMENT

Description of required Infrastructure Improvements

OWNER shall design, construct, and complete including but not limited to the following Street, Sewer, Storm Drain, Potable Water, Recycled Water, and Fiber Optic improvements, prior to OWNER's request for any final certificate of occupancy permit for any building within the Property.

EXHIBIT "F"
TO DEVELOPMENT AGREEMENT

Required Infrastructure Improvements

(SEE ATTACHED)

EXHIBIT "F-1"
REQUIRED WATER
INFRASTRUCTURE IMPROVEMENTS

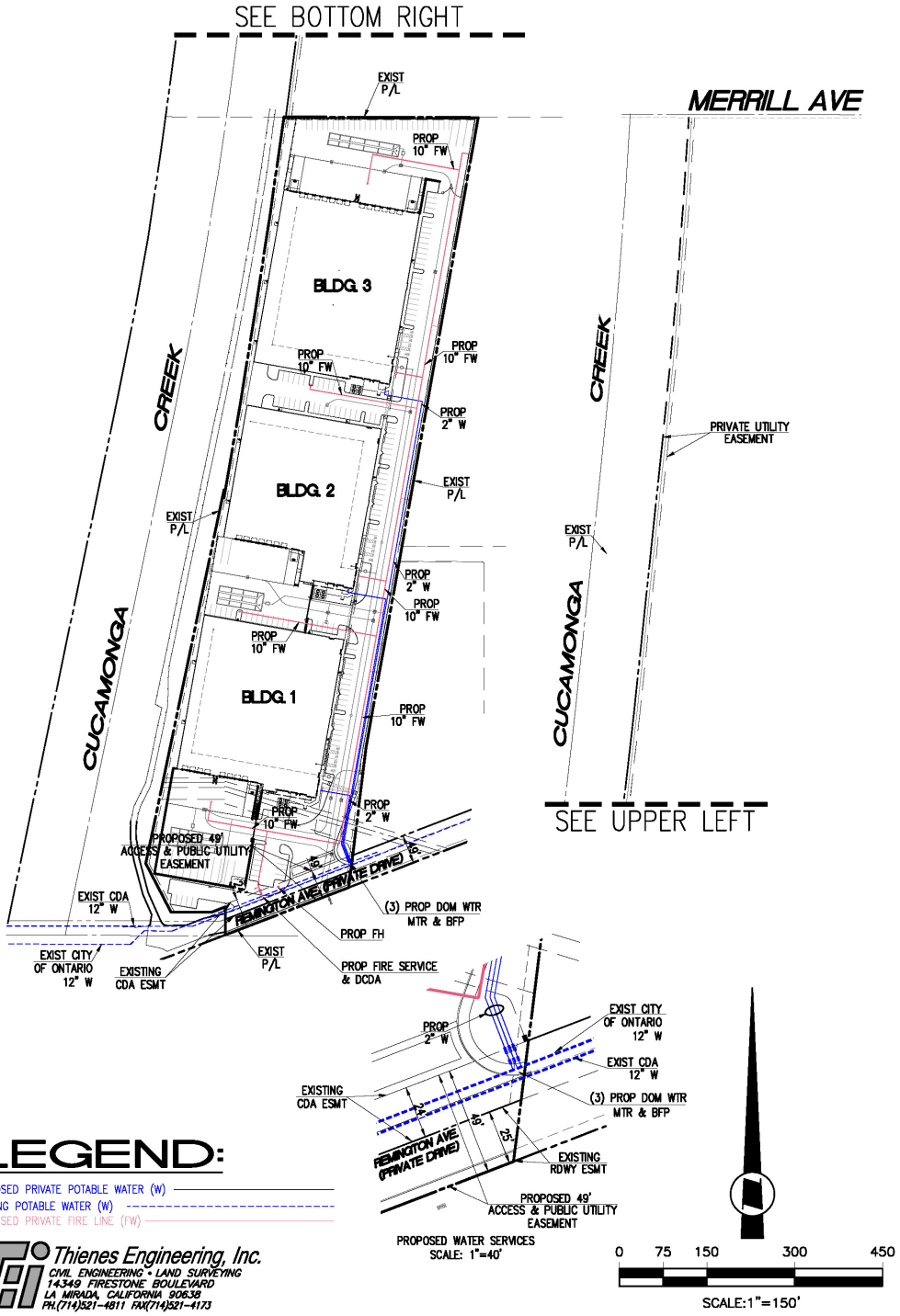


EXHIBIT "F-2"
REQUIRED RECYCLED WATER INFRASTRUCTURE IMPROVEMENTS

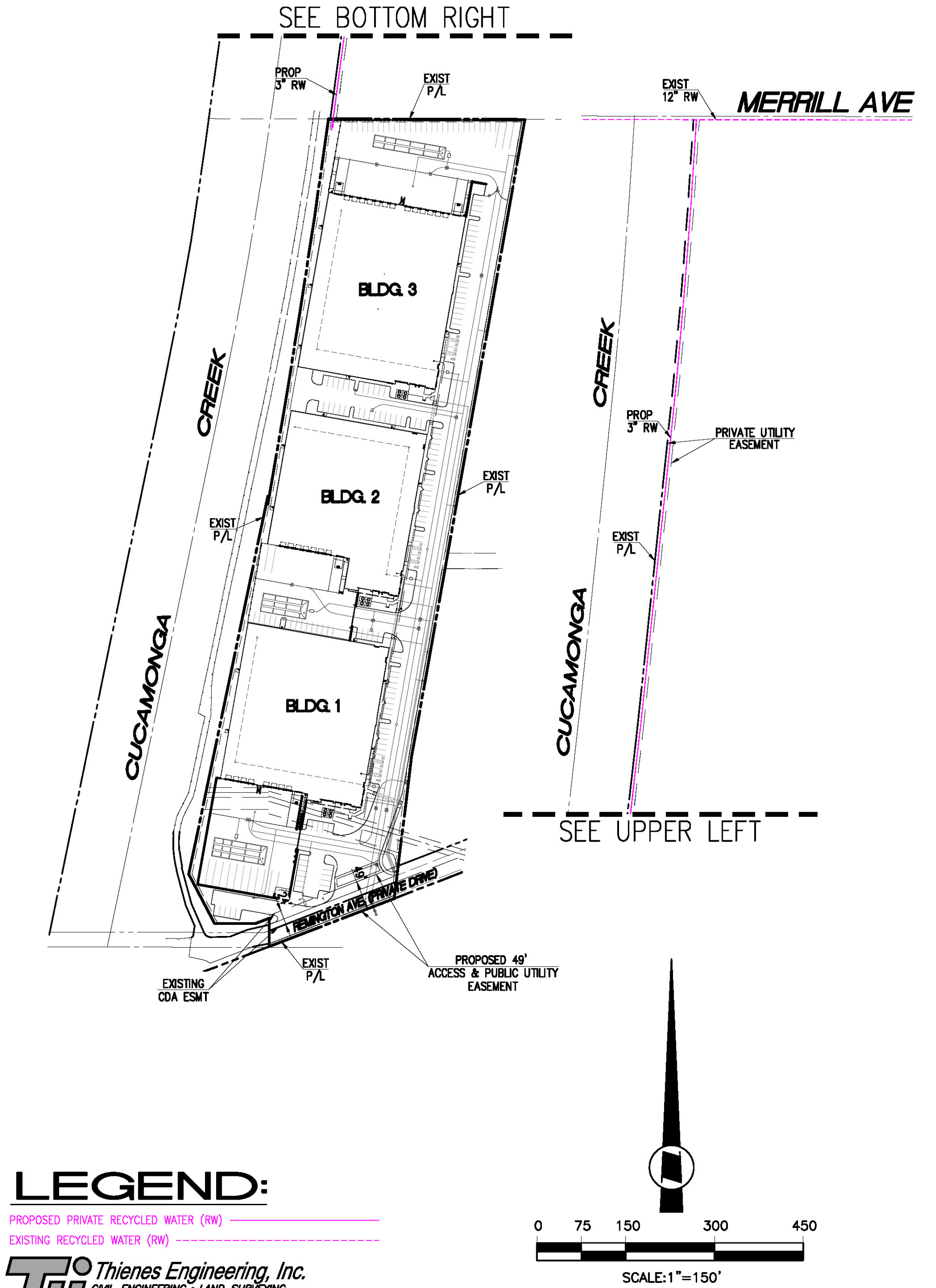
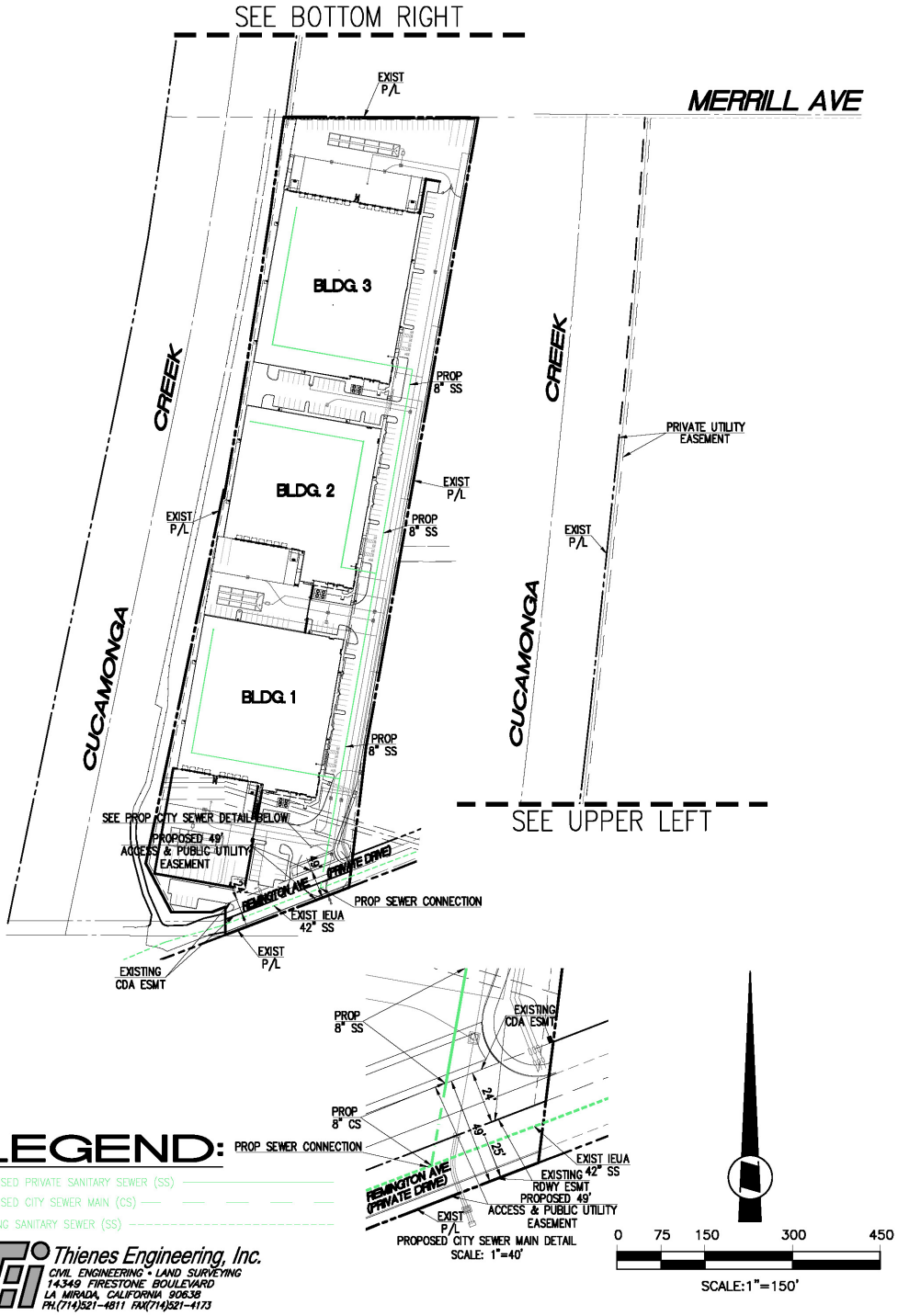
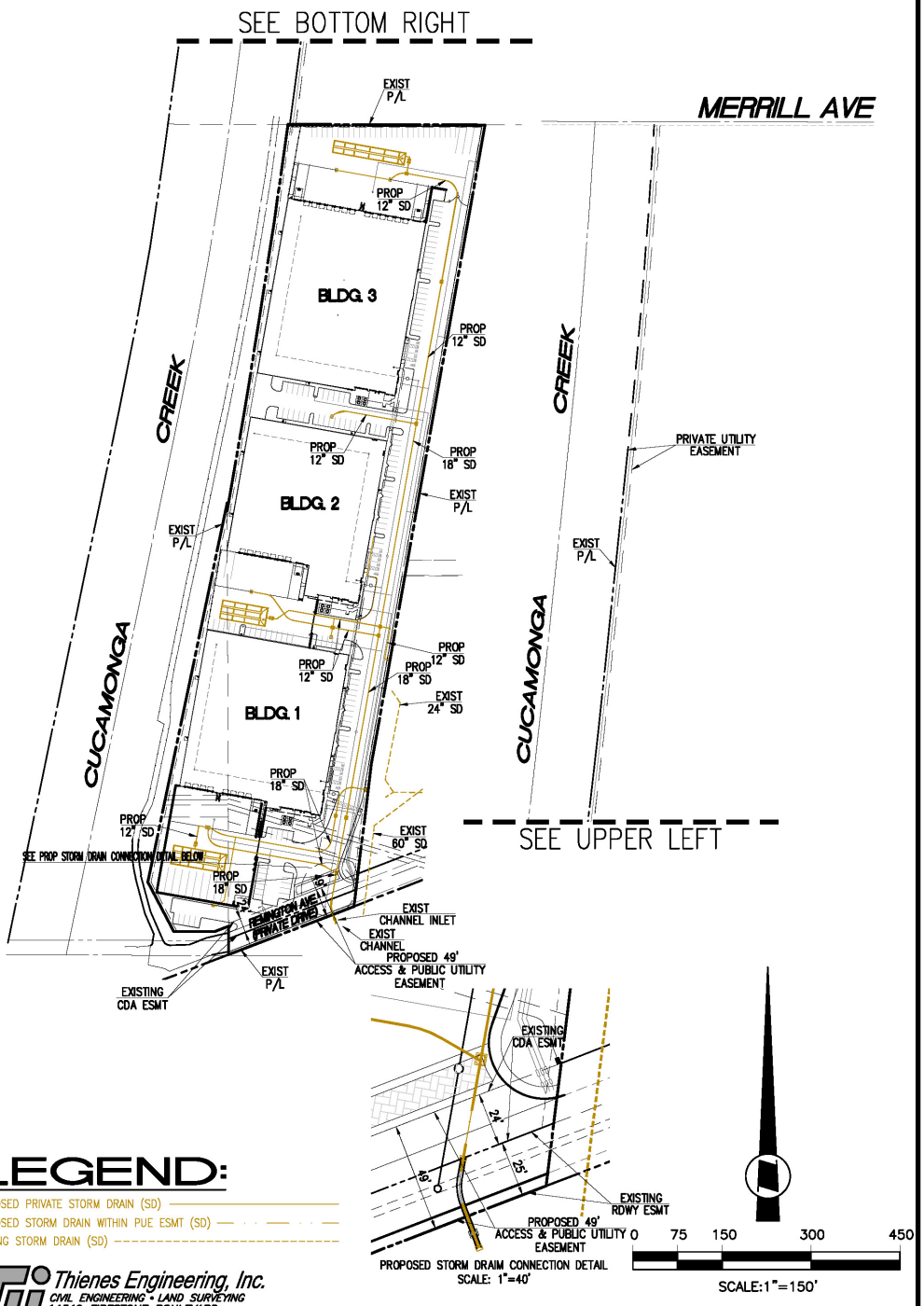


EXHIBIT "F-3"
REQUIRED SEWER
INFRASTRUCTURE IMPROVEMENTS



Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173

EXHIBIT "F-4"
REQUIRED STORM DRAIN INFRASTRUCTURE IMPROVEMENTS



LEGEND:

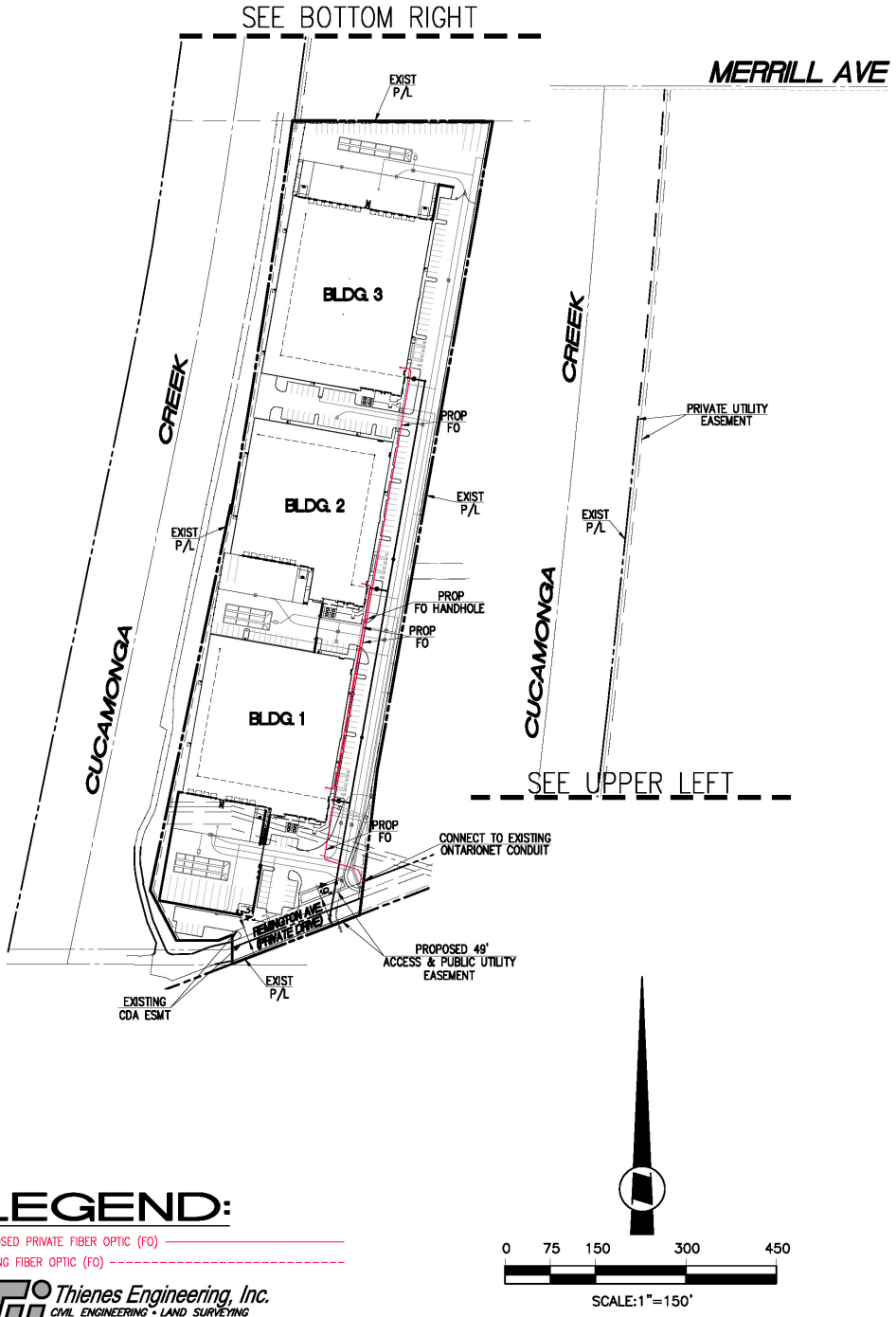
PROPOSED PRIVATE STORM DRAIN (SD)

PROPOSED STORM DRAIN WITHIN PUE ESMT (SD)

EXISTING STORM DRAIN (SD)

Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173

EXHIBIT "F-5"
REQUIRED FIBER OPTIC
INFRASTRUCTURE IMPROVEMENTS



LEGEND:

PROPOSED PRIVATE FIBER OPTIC (FO) ————————

EXISTING FIBER OPTIC (FO) -

Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173

EXHIBIT "G"
TO DEVELOPMENT AGREEMENT

FORM OF CERTIFICATE OF NET MDD AVAILABILITY

Pursuant to Section ___ of this Agreement between the City of Ontario, a California municipal corporation, and _____, a _____ company, hereinafter called "OWNER", the terms and definitions of which are hereby incorporated herein by this reference and hereinafter called "Agreement", the City of Ontario hereby certifies based on CITY receipt of payment of OWNER's share of the funding for the Phase 2 Water Improvements, that OWNER is entitled to the following Net MDD Water Availability.

Amount of Net MDD _____ gpm

_____
Scott Ochoa, City Manager

Dated:_____

Exhibit "H"

FORM OF CERTIFICATE OF REGIONAL DIF CREDIT

Pursuant to Section 4.5.2 of this Agreement by and between the City of Ontario and _____, dated _____, 201_, the terms and definitions of which are hereby incorporated herein by this reference and hereinafter called the "Development Agreement', the City of Ontario hereby certifies that OWNER is entitled to the following amount and nature of DIF Credits in the Regional Water DIF Infrastructure Category:

Amount of Credit: $_____

_____
Scott Ochoa, City Manager

Dated:_____

Exhibit "I-1"

ONTARIO RANCH
WATER SUPPLY PHASING PLAN

Phase 2	Water Availability Equivalency	Estimated Net MDD Available[1]
Phase 2 A		
Supply & Storage		
1. 1 - Additional Ground Water Well and Collection lines - Design and Construction	8,250 gpm[2]	**7,750 gpm**[2]
Pipelines (Transmission & Distribution)[2]		
2. 925 Zone Transmission lines – Design and Construction		
3. Temporary Pressure Reducing Station[3] – Design and Construction		
Phase 2B		
Supply & Storage		
4. 1 – Additional Ground Water Well and Collection lines – Design and Construction	10,500 gpm[2]	**9,860 gpm**[2]
5. 1 – 6 million gallon Reservoir – 925 Zone – Design and Construction		

(1) Upon Completion of the construction of all of the improvements described for each Phase a Certificate of Net MDD Availability shall be issued to Developer for the corresponding amount of Net MDD. Net MDD means the maximum daily demand on the potable water supply, net of the water requirements for public schools and parks. The Water Availability Equivalency includes the estimated requirements for public schools and parks. The amount of Net MDD specified is the cumulative amount for which building permits may be issued upon funding of the corresponding and all preceding Phases of improvements.

(2) The ability of a particular development to utilize Net MDD assigned to it by the Developer will require the completion of design and construction of Master-planned potable and recycled water transmission and distribution pipelines for the respective pressure zone. Other factors may include its location, the particular land use and Water Availability Equivalents assigned to it as specified in Exhibit C-2.

(3) Pressure reducing stations are a component of the pipeline transmission and distribution system.

EXHIBIT "I-2"

Available Water Supply - See Exhibit C-1R for Net MDD Available

Table A - Water Demand Equivalents By Land Use

The Ontario Plan	Potable Water			Recycled Water	
Land Use	Water Demand Factor (ADD)		Water Demand Equivalents (WDE)[2]	Recycled Water Demand Factor[1] (ADD)	Recycled Water Demand Of Total Water Demand
	(gpd/du)	(gpd/ac)	(gpm/unit)	(gpd/ac)	(%)
Detached Dwellings (less than 5 units per acre)	544		0.57	900	28%
Detached or Attached Dwellings (between 5 and 11 units per acre)	464		0.48	1,000	21%
Attached Dwellings (between 11 and 25 units per acre)	323		0.34	1,500	18%
High Density Dwellings (25+ units per acre)	152		0.16	1,500	27%
Commercial Lodging	150		0.16	1,700	50%
Retail/Services Uses		2,200	2.29	2,300	51%
Office Uses		3,400	3.54	2,300	40%
Business Park Uses		2,200	2.29	2,200	50%
Industrial Uses		2,000	2.08	2,200	52%
Institutional Use		2,200	2.29	1,600	42%
Parks		1,000	1.04	1,400	58%
Schools		3,500	3.65	1,600	31%

[1]Recycled Water Demands include irrigation for right-of-way (medians and parkways), neighborhood edge, pocket parks, and common areas.

[2] The WDE is based on the Maximum Day Demand (MDD) with a peaking factor of 1.5 in the NMC for all land use categories.

Table B - Example Water Supply Calculation

Land Use	Acres[1] (gross)	Residential Units	WDE Factor (gpm)	Potable MDD (gpm)	Recycled Water ADD (gpm)
Development					
Detached Dwellings (less than 5 units per acre)	1,284	5,061	0.57	2,868	803
Detached or Attached Dwellings (between 5 and 11 units per acre)	369	2,530	0.48	1,223	256
Attached Dwellings (between 11 and 25 units per acre)	194	3,410	0.34	1,147	202
Retail/Services Uses (per acre)[2]	104		2.29	239	166
TOTAL	**1,950**	**11,001**		**5,477**	**1,428**

Three (3) Wells Are required to Support this example, assuming each well produces 2,000 gpm and connection to the Recycled Water System maximizing Recycled Water Use.

[1] Residential Acres are estimated based on the weighted average derived from the average number of units per land use category.

[2] Commercial acreage is calculated from a total square footage of 1,361,000 SF with an average Floor to Area Ratio (FAR) of 0.30 for commercial services in The Ontario Plan.

317129390.1

Exhibit "JI"

FORM OF PLUME DISCLOSURE LETTER

CITY OF ONTARIO

ONTARIO MUNICIPAL UTILITIES COMPANY

PAUL S. LEON
MAYOR

DEBRA DORST-PORADA
MAYOR PRO TEM

ALAN D. WAPNER
JIM W. BOWMAN
RUBEN VALENCIA
COUNCIL MEMBERS

AL C. BOLING
CITY MANAGER

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT BURTON
UTILITIES GENERAL MANAGER

March 2017

DISCLOSURE NOTICE
SOUTH ARCHIBALD TRICHLOROETHYLENE PLUME

Dear Property Owner/Developer/Applicant:

The City of Ontario ("City") has approved or will be approving development in the Ontario Ranch area in the next few years, subject to the appropriate and required statutory process. This letter is intended to serve as notice to all potential property owners of the existence of a groundwater plume, known as the South Archibald Trichloroethylene (TCE) Plume which may exist in, under or near owner's property.

The groundwater plume is in an area in the central Chino Basin south of the Pomona Freeway, west of Turner Avenue, east of Grove Avenue, and north of Kimball Avenue. The plume primarily consists of TCE, a discontinued industrial solvent, and is subject to a clean-up under the oversight and direction of the Santa Ana Regional Water Quality Control Board ("Regional Board").

The Regional Board's approved clean-up procedure involves the removal and treatment of groundwater containing TCE via groundwater wells to reduce the plume concentrations and control its migration. In addition, the City is providing potable water supplies for domestic purposes to residences with private domestic wells affected by the plume. Finally, the Regional Board will continue to monitor all impacted areas and private domestic wells to ensure that residents' health and the environment are properly safeguarded. These remedial actions are documented in a Remedial Action Plan approved by the Regional Board in September 2016.

Further and current information may be found on the Regional Board's Geotracker website at https://geotracker.waterboards.ca.gov/profile_report?global_id=T10000004658.

Property owners may wish to include this letter as a part of a Real Estate Transfer Disclosure under California Civil Code Section 1102 et seq.

1425 SOUTH BON VIEW - ONTARIO, CALIFORNIA 91761-4406 - (909) 395-2605 - FAX (909) 395-2601

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PDA21-007, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND REMINGTON APG LLC, TO ESTABLISH THE TERMS AND CONDITIONS ASSOCIATED WITH A DEVELOPMENT PLAN (FILE NO. PDEV21-024) TO CONSTRUCT THREE INDUSTRIAL BUILDINGS TOTALING 200,322 SQUARE FEET ON 10.2 ACRES OF LAND LOCATED AT THE NORTHEAST CORNER OF REMINGTON AVENUE AND THE CUCAMONGA CREEK FLOOD CONTROL CHANNEL, WITHIN THE INDUSTRIAL (PA-3) LAND USE DISTRICT OF THE COLONY COMMERCE CENTER EAST SPECIFIC PLAN, AND MAKING FINDINGS IN SUPPORT THEREOF—APNS: 0218-311-07 AND 0218-311-13.

WHEREAS, Remington APG LLC., ("Applicant") has filed an Application for the approval of a Development Agreement, File No. PDA21-007, as described in the title of this Resolution (hereinafter referred to as "Application" or "Project"); and

WHEREAS, the Application applies to 10.2 acres of land generally located near the northeast corner of Remington Avenue and the Cucamonga Creek Flood Control Channel, within the Industrial (PA-3) land use district of the Colony Commerce Center East Specific Plan; and

WHEREAS, the Applicant has submitted a Development Plan (File No. PDEV21-024) to construct three industrial buildings totaling 200,322 square feet on 10.2 acres of land; and

WHEREAS, the environmental impacts of this project were previously reviewed in conjunction with the Colony Commerce Center East Specific Plan (File No. PSP16-003), for which an Environmental Impact Report (State Clearinghouse No. 2017031048) was certified by City Council on May 1, 2018. This Application introduces no new significant environmental impacts, and all previously adopted mitigation measures are a condition of project approval; and

WHEREAS, the City's "Local Guidelines for the Implementation of the California Environmental Quality Act (CEQA)" provide for the use of a single environmental assessment in situations where the impacts of subsequent projects are adequately analyzed; and

WHEREAS, Ontario Development Code Table 2.02-1 (Review Matrix) grants the Planning Commission the responsibility and authority to review and make recommendations to the City Council on the subject Application; and

WHEREAS, the Project has been reviewed for consistency with the Housing Element of the Policy Plan component of The Ontario Plan, as State Housing Element law (as prescribed in Government Code Sections 65580 through 65589.8) requires that

development projects must be consistent with the Housing Element, if upon consideration of all its aspects, it is found to further the purposes, principals, goals, and policies of the Housing Element; and

WHEREAS, the Project is located within the Airport Influence Area of Ontario International Airport, which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and is subject to, and must be consistent with, the policies and criteria set forth in the Ontario International Airport Land Use Compatibility Plan ("ALUCP"), which applies only to jurisdictions within San Bernardino County, and addresses the noise, safety, airspace protection, and overflight impacts of current and future airport activity; and

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

WHEREAS, on May 16, 2022, the Development Advisory Board of the City of Ontario conducted a hearing to consider the Development Plan (File No. PDEV21-024), and concluded said hearing on that date and issuing Decision No. DAB22-013, approving the Development Plan; and

WHEREAS, on May 24, 2022, the Planning Commission of the City of Ontario conducted a hearing to consider the Project, and concluded said hearing on that date, voting to issue Resolution No. PC22-021, recommending the City Council approve the Application; and

WHEREAS, on June 21, 2022, the City Council of the City of Ontario conducted a hearing to consider the Project, and concluded said hearing on that date; and

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

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

SECTION 1. ***Environmental Determination and Findings.*** As the decision-making body for the Project, the City Council has reviewed and considered the information contained in the previous Certified EIR and supporting documentation. Based upon the facts and information contained in the previous Certified EIR and supporting documentation, the City Council finds as follows:

(1) The environmental impacts of this project were previously reviewed in conjunction with the Colony Commerce Center East Specific Plan (File No. PSP16-003), for which an Environmental Impact Report (State Clearinghouse No. 2017031048) was certified by the City Council on May 1, 2018. This Application is consistent with the previously Certified Environmental Impact Report (the "Certified EIR") and introduces no new significant environmental impacts; and

(2) The previous Certified EIR contains a complete and accurate reporting of the environmental impacts associated with the Project; and

(3) The previous Certified EIR was completed in compliance with CEQA and the Guidelines promulgated thereunder; and

(4) The previous Certified EIR reflects the independent judgment of the Planning Commission; and

(5) The proposed project will introduce no new significant environmental impacts beyond those previously analyzed in the previous Certified EIR, and all mitigation measures previously adopted with the Certified EIR, are incorporated herein by this reference.

SECTION 2. ***Subsequent or Supplemental Environmental Review Not Required.*** Based on the information presented to the City Council, and the specific findings set forth in Section 1, above, the City Council finds that the preparation of a subsequent or supplemental Certified EIR is not required for the Project, as the Project:

(1) Does not constitute substantial changes to the Certified EIR that will require major revisions to the Certified EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and

(2) Does not constitute substantial changes with respect to the circumstances under which the Certified EIR was prepared, that will require major revisions to the Certified EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects; and.

(3) Does not contain new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the Certified EIR was certified/adopted, that shows any of the following:

(a) The project will have one or more significant effects not discussed in the Certified EIR; or

(b) Significant effects previously examined will be substantially more severe than shown in the Certified EIR; or

(c) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the Project, but the City declined to adopt such measures; or

(d) Mitigation measures or alternatives considerably different from those analyzed in the Certified EIR would substantially reduce one or more significant effects on the environment, but which the City declined to adopt.

SECTION 3. ***Housing Element Compliance.*** Pursuant to the requirements of California Government Code Chapter 3, Article 10.6, commencing with Section 65580, as the recommending authority for the Project, the Planning Commission finds that based on the facts and information contained in the Application and supporting documentation, at the time of Project implementation, the project is consistent with the Housing Element of the Policy Plan (General Plan) component of The Ontario Plan, as the Project is not one of the properties in the Available Land Inventory contained in Table A-3 (Available Land by Planning Area) of the Housing Element Technical Report Appendix.

SECTION 4. ***Ontario International Airport Land Use Compatibility Plan ("ALUCP") Compliance.*** The California State Aeronautics Act (Public Utilities Code Section 21670 et seq.) requires that an Airport Land Use Compatibility Plan be prepared for all public use airports in the State; and requires that local land use plans and individual development proposals must be consistent with the policies set forth in the adopted Airport Land Use Compatibility Plan. On April 19, 2011, the City Council of the City of Ontario approved and adopted the 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 approval authority for the Project, the City Council has reviewed and considered the facts and information contained in the Application and supporting documentation against the ALUCP compatibility factors, including [1] Safety Criteria (ALUCP Table 2-2) and Safety Zones (ALUCP Map 2-2), [2] Noise Criteria (ALUCP Table 2-3) and Noise Impact Zones (ALUCP Map 2-3), [3] Airspace protection Zones (ALUCP Map 2-4), and [4] Overflight Notification Zones (ALUCP Map 2-5). The project site is also located within the Airport Influence area of the Chino Airport and is consistent with policies and criteria set forth within the 2011 California Airport Land Planning Handbook published by the California Department of Transportation, Division of Aeronautics. As a result, the CITY COUNCIL, therefore, finds and determines that the Project, when implemented in conjunction with the conditions of approval, will be consistent with the policies and criteria set forth within the ALUCP.

SECTION 5. ***Concluding Facts and Reasons.*** Based upon the substantial evidence presented to the City Council during the above-referenced hearing, and upon the specific findings set forth in Section 1 through 4, above, the City Council hereby concludes as follows:

(1) The Development Agreement applies to approximately 10.2 acres of land located near the northeast corner of Remington Avenue and the Cucamonga Creek Flood Control Channel, within the Industrial (PA-3) land use district of the Colony Commerce Center East Specific Plan (File No. PSP16-003); and

(2) The Development Agreement establishes parameters for the development of the Planning Area 3A (Industrial) land use district of the Colony Commerce Center East Specific Plan. The Development Agreement also grants the Applicant, the right to develop, the ability to quantify the fees; and establish the terms and conditions that apply to those projects. These terms and conditions are consistent with The Ontario Plan Policy Plan (General Plan), design guidelines and development standards for the Colony Commerce Center East Specific Plan; and

(3) The Development Agreement grants the Owner a vested right to construct the Development Plan (File No. PDEV21-024) as long as the Owner complies with the terms and conditions of the Specific Plan and EIR. The Development Plan is located near the northeast corner of Remington Avenue and the Cucamonga Creek Flood Control Channel, and proposes to construct three industrial buildings totaling 200,322 square feet on 10.2 acres of land; and

(4) The Development Agreement has been prepared in conformance with the goals and policies of The Ontario Plan Policy Plan (General Plan); and

(5) The Development Agreement does not conflict with the Land Use Policies of The Ontario Plan Policy Plan (General Plan) and will provide for development, within the district, in a manner consistent with the Policy Plan and with related development; and

(6) This Development Agreement will promote the goals and objectives of the Land Use Element of the Policy Plan; and

(7) This Development Agreement will not be materially injurious or detrimental to the adjacent properties and will not have a significant impact on the environment or the surrounding properties. The environmental impacts of this project were previously reviewed in conjunction with the Colony Commerce Center East Specific Plan (File No. PSP16-003), for which an Environmental Impact Report (State Clearinghouse No. 2017031048) was certified by City Council on May 1, 2018; and

(8) This Application introduce no new significant environmental impacts. All previously adopted mitigation measures are a condition of project approval and are incorporated herein by this reference.

SECTION 6. ***City Council Action.*** Based upon the findings and conclusions set forth in Sections 1 through 5, above, the City Council hereby APPROVES the herein described Application, subject to each and every condition set forth in the Development Agreement (File No. PDA21-007) attached hereto as "Attachment A," and incorporated herein by this reference.

SECTION 7. ***Indemnification.*** The Applicant shall agree to defend, indemnify and hold harmless, the City of Ontario or its agents, officers, and employees from any claim, action or proceeding against the City of Ontario or its agents, officers or employees to attack, set aside, void, or annul this approval. The City of Ontario shall promptly notify the applicant of any such claim, action, or proceeding, and the City of Ontario shall cooperate fully in the defense.

SECTION 8. ***Custodian of Records.*** The documents and materials that constitute the record of proceedings on which these findings have been based are located at the City of Ontario City Hall, 303 East "B" Street, Ontario, California 91764. The custodian for these records is the City Clerk of the City of Ontario.

SECTION 9. ***Severability.*** If any section, sentence, clause or phrase of this Ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The People of the City of Ontario hereby declare that they would have adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 10. ***Effective Date.*** This Ordinance shall become effective 30 days following its adoption.

SECTION 11. ***Publication and Posting.*** The Mayor shall sign this Ordinance and the City Clerk shall certify as to the adoption and shall cause a summary thereof to be published at least once, in a newspaper of general circulation in the City of Ontario, California within 15 days following the adoption. The City Clerk shall post a certified copy of this ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this _____day of _____ 2022.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Ordinance No. _____ was duly introduced at a regular meeting of the City Council of the City of Ontario held June 21, 2022, and adopted at the regular meeting held _____, 2022 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

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

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

ATTACHMENT A:

File No. PDA21-007

DEVELOPMENT AGREEMENT

By and Between

City of Ontario
a California municipal corporation

and

Remington APG LLC.,
a Delaware limited liability company

(Development Agreement to follow this page)

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

Exempt from Fees Per Gov. Code § 6103

Space above this line for Recorder's Use Only

FILE NO. PDA21-007

DEVELOPMENT AGREEMENT

By and Between

City of Ontario
a California municipal corporation

and

Remington APG LLC
a Delaware limited liability company

_____, 2022

San Bernardino County, California

DEVELOPMENT AGREEMENT NO. PDA21-007

This Development Agreement (hereinafter "Agreement") is entered into effective as of the ____ day of _____, 2022 by and among the City of Ontario, a California municipal corporation (hereinafter "CITY"), and Remington APG LLC, a Delaware limited liability company (hereinafter "OWNER"):

RECITALS

WHEREAS, CITY is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Section 65864, et seq. of the Government Code and Section 4.01.015 of the Ontario Development Code; and

WHEREAS, OWNER has requested CITY to enter into a development agreement and proceedings have been taken in accordance with the rules and regulations of CITY; and

WHEREAS, by electing to enter into this Agreement, CITY shall bind future City Councils of CITY by the obligations specified herein and limit the future exercise of certain governmental and proprietary powers of CITY; and

WHEREAS, the terms and conditions of this Agreement have undergone extensive review by CITY and the City Council and have been found to be fair, just and reasonable; and

WHEREAS, the best interests of the citizens of the CITY and the public health, safety and welfare will be served by entering into this Agreement; and

WHEREAS, all of the procedures of the California Environmental Quality Act have been met with respect to the Project and the Agreement in that Colony Commerce East Specific Plan Environmental Impact Report (State Clearinghouse No. 2017031048 (the "FEIR"). The City Council found and determined that the FEIR was prepared in accordance with the requirements of the California Environmental Quality Act and adequately describes the impacts of the project described in the FEIR, which included consideration of this Agreement; and

WHEREAS, this Agreement and the Project are consistent with the CITY's Comprehensive General Plan and the Colony Commerce Center East Specific Plan; and

WHEREAS, all actions taken and approvals given by CITY have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters; and

WHEREAS, development of the Property in accordance with this Agreement will provide substantial benefits to CITY and will further important policies and goals of CITY; and

WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of the Property, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which development agreements under Sections 65864 et seq. of the Government Code are intended; and

WHEREAS, OWNER has incurred and will in the future incur substantial costs in order to assure development of the Property in accordance with this Agreement; and

WHEREAS, OWNER has incurred and will in the future incur substantial costs in excess of the generally applicable requirements in order to assure vesting of legal rights to develop the Property in accordance with this Agreement.

WHEREAS, the Property is located in an area of the City of Ontario that has been known as the "New Model Colony" area and the New Model Colony area has now been renamed as "Ontario Ranch".

WHEREAS, Owner's Property is within the boundaries defined in Exhibit A of the Construction Agreement between the CITY and NMC Builders and the Property covered by this Agreement is what is known as a "Phase 2 Water Property" as such, shall be required to provide funding for CITY's future construction of the "Phase 2 Water Improvements" which will result in the availability of additional Net MDD Water Availability required for the development as shown on Exhibit "I-1"..

WHEREAS, the property developer/owner is made aware of the South Archibald Trichloroethylene (TCE) Plume "Disclosure Letter" (Exhibit "J"). Property owner may wish to provide the attached Letter as part of the Real Estate Transfer Disclosure requirements under California Civil Code Section 1102 et seq. This may include notifications in the Covenants, Conditions and Restrictions (CC&Rs) or other documents related to property transfer and disclosures. Additional information on the plume is available from the Santa Ana Regional Water Quality Control Board at http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004658.

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. The following terms when used in this Agreement shall be defined as follows:

1.1.1 "Agreement" means this Development Agreement.

1.1.2 "CITY" means the City of Ontario, California, a California municipal corporation.

1.1.3 “Construction Agreement” means that certain Agreement for the Financing and Construction of Phases I and II Infrastructure Improvements to Serve an Easterly Portion of the New Model Colony, entered into between the CITY and NMC Builders as of the 4th day of October, 2005, and all future amendments thereto and including the First Amended and Restated Agreement for the Financing and Construction of Limited Infrastructure Improvements to Serve an Easterly Portion of the New Model Colony entered into between the CITY and NMC Builders as of the 21st day of August, 2012 and the Amendment to the First Amended and Restated Agreement for the Financing and Construction of Limited Infrastructure Improvements to Serve and Easterly Portion of the New Model Colony entered into between the CITY and NMC Builders as of the 19th day of September 2017.

1.1.4 “Development” means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of public infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping. “Development” does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.1.5 “Development Approvals” means all permits and other entitlements for use subject to approval or issuance by CITY in connection with development of the Property including, but not limited to:

(a) specific plans and specific plan amendments;

(b) tentative and final subdivision and parcel maps;

(c) development plan review.

1.1.6 “Development Exaction” means any requirement of CITY in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests.

1.1.7 “Development Impact Fee” means a monetary exaction, other than a tax or special assessment, whether characterized as a fee or a tax and whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project, and, for purposes of this Agreement only, includes fees collected under development agreements adopted pursuant to Article 2.5 of the Government Code (commencing with Section 65864) of Chapter 4. For purposes of this Agreement only, "Development Impact Fee" shall not include processing fees and charges imposed by CITY to cover the estimated actual costs to CITY of processing applications for Development Approvals or for monitoring

compliance with any Development Approvals granted or issued, including, without limitation, fees for zoning variances; zoning changes; use permits; building inspections; building permits; filing and processing applications and petitions filed with the local agency formation commission or conducting preliminary proceedings or proceedings under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Division 3 (commencing with Section 56000) of Title 5 of the Government Code; the processing of maps under the provisions of the Subdivision Map Act, Division 2 (commencing with Section 66410) of Title 7 of the Government Code; or planning services under the authority of Chapter 3 (commencing with Section 65100) of Division 1 of Title 7 of the Government Code, fees and charges as described in Sections 51287, 56383, 57004, 65104, 65456, 65863.7, 65909.5, 66013, 66014, and 66451.2 of the Government Code, Sections 17951, 19132.3, and 19852 of the Health and Safety Code, Section 41901 of the Public Resources Code, and Section 21671.5 of the Public Utilities Code, as such codes may be amended or superseded, including by amendment or replacement.

1.1.8 "Development Plan" means the Existing Development Approvals, the Existing Land Use Regulations applicable to development of the Property and the Development Plan (File No. PDEV21-024) and any future Development Plans approved by CITY.

1.1.9 "Effective Date" means the date that the ordinance approving this Agreement goes into effect.

1.1.10 "Existing Development Approvals" means all Development Approvals approved or issued on or prior to the Effective Date. Existing Development Approvals includes the Approvals incorporated herein as Exhibit "C" and all other Approvals which are a matter of public record on the Effective Date.

1.1.11 "Existing Land Use Regulations" means all Land Use Regulations in effect on the date of the first reading of the Ordinance adopting and approving this Agreement. Existing Land Use Regulations includes the Regulations incorporated herein as Exhibit "D" and all other Land Use Regulations that are in effect and a matter of public record on such date.

1.1.12 "General Plan" means The Ontario Plan adopted on January 26, 2010.

1.1.13 "Improvement" or "Improvements" means those public improvements required to support the development of the Project as described in the Development Plan conditions for Development Plan No. PDEV21-024, as further described in Exhibit "F" (the "Infrastructure Improvements Exhibit").

1.1.14 "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations and official policies of CITY governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, timing and phasing of development, the maximum height and size of buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to

the development of the Property. "Land Use Regulations" does not include any CITY ordinance, resolution, code, rule, regulation or official policy, governing:

(a) the conduct of businesses, professions, and occupations;

(b) taxes and assessments;

(c) the control and abatement of nuisances;

(d) the granting of encroachment permits and the conveyance of similar rights and interests that provide for the use of or the entry upon public property;

(e) the exercise of the power of eminent domain.

1.1.15 "Mortgagee" means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device lender, and their successors and assigns.

1.1.16 "Net MDD" means net maximum daily water demand.

1.1.17 "NMC Builders" means the consortium of investors and developers responsible for the construction of infrastructure within the New Model Colony incorporated as NMC Builders, LLC.

1.1.18 "OWNER" means the persons and entities listed as owner on page 1 of this Agreement and their permitted successors in interest to all or any part of the Property.

1.1.19 **"**Phase 2 Water EDUs**"** means the number of equivalent dwelling units or non-residential square footage assigned to OWNER upon payment to City of the Phase 2 Water Participation Fee for the Project and evidenced by the issuance by CITY of a Certificate of Phase 2 Net MDD Availability in the form attached as Exhibit G.

1.1.20 "Phase 2 Water Improvements" means the future water infrastructure Improvements required for the issuance by CITY of the "Water Availability Equivalents" (WAE) for the Project.

1.1.21 "Phase 2 Water Participation Fee" means the fee paid to City upon City approval of the first Development Entitlement for the Project, to fund the Property's respective share of the projected costs of the design and construction of the Phase 2 Water Improvements by City. The Phase 2 Water Participation Fee shall be the calculated amount of the Regional Water DIF for the Project based upon the number of units, and land use category for residential units or the number of square feet, and land use category for non-residential square footage of the Project.

1.1.22 "Project" means the development of the Property contemplated by the Development Plan, as such Plan may be further defined, enhanced or modified pursuant to the provisions of this Agreement.

1.1.23 "Property" means the real property described on Exhibit "A" and shown on Exhibit "B" to this Agreement.

1.1.24 "Reservations of Authority" means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to CITY under Section 3.6 of this Agreement.

1.1.25 "Amendment to the Construction Agreement" means the amendment to the Construction Agreement modifying the boundaries of the property in Exhibit A of such Construction Agreement to include the Property covered by this Agreement and to provide for the additional funds required for CITY's future construction of the "Phase 2 Water Improvements" described in a modification to Exhibit C-3 of the Construction Agreement.

1.1.26 "Specific Plan" means that certain specific plan adopted by the City Council, and entitled, "Colony Commerce Center East Specific Plan."

1.1.27 "Subsequent Development Approvals" means all discretionary Development Approvals required subsequent to the Effective Date in connection with development of the Property.

1.1.28 "Subsequent Land Use Regulations" means any discretionary Land Use Regulations adopted and effective after the Effective Date of this Agreement.

1.1.29 "Water Availability Equivalent (WAE)" means a designated portion of the total Net MDD made available through the construction of each Phase described in the Water Phasing Plan of the Construction Agreement. The number of Water Availability Equivalents (of portions thereof) required for the approval of the Development Plan shall be based upon water demand factors and assumptions listed in the Construction Agreement and shown in Exhibit "I-2".

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit "A" — Legal Description of the Property.

Exhibit "B" — Map showing Property and its location.

Exhibit "C" — Existing Development Approvals.

Exhibit "D" — Existing Land Use Regulations.

Exhibit "E" — Description of Required Improvements

Exhibit "F" — Depiction of Infrastructure Improvements

Exhibit "G" – Form of Certificate of Net MDD to be issued by CITY

Exhibit “H” – Form of Certificate of DIF Credit to be issued by CITY

Exhibit “I-1” – Ontario Ranch Water Supply Phasing Plan

Exhibit “I-2” – Water Demand Equivalents by Land Use

Exhibit “J” - Form of Disclosure letter

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. Development of the Property is hereby authorized and shall be carried out only in accordance with the terms of this Agreement.

2.2 Ownership of Property. OWNER represents and covenants that it is the owner of the fee simple title to the Property or a portion thereof, or has the right to acquire fee simple title to the Property or a portion thereof from the current owner(s) thereof. To the extent OWNER does not own fee simple title to the Property, OWNER shall obtain written consent from the current fee owner of the Property agreeing to the terms of this Agreement and the recordation thereof.

2.3 Term. The term of this Agreement shall commence on the Effective Date and shall continue for an initial term of ten (10) years thereafter unless this term is modified or extended pursuant to the provisions of this Agreement. The term of this Agreement may be extended for an additional five (5) years following expiration of the initial ten (10) year term, provided the following have occurred:

(a) OWNER provides at least 180 days written notice to CITY prior to expiration of the initial term; and

(b) OWNER is not then in uncured default of this Agreement.

2.4 Assignment.

2.4.1 Right to Assign. OWNER shall have the right to sell, transfer or assign the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, et seq.), to any person, partnership, limited liability company, joint venture, firm or corporation at any time during the term of this Agreement; provided, however, that any such sale, transfer or assignment shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement with respect to the portion of the Property sold and be made in strict compliance with the following:

(a) No sale, transfer or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer or assignment of all or a part of the Property. OWNER may be required to provide disclosure that the Property is within the South Archibald Trichloroethylene (TCE) Plume (Exhibit “J”). OWNER may wish to

provide the attached Disclosure Letter (Exhibit I) as part of the Real Estate Transfer Disclosure requirements under California Civil Code Section 1102 et seq.

(b) Concurrent with any such sale, transfer or assignment, or within fifteen (15) business days thereafter, OWNER shall notify CITY's City Manager, in writing, of such sale, transfer or assignment and shall provide CITY with: (1) an executed agreement, in a form reasonably acceptable to CITY, by the purchaser, transferee or assignee and providing therein that the purchaser, transferee or assignee expressly and unconditionally assumes all the duties and obligations of OWNER under this Agreement with respect to the portion of the Property so sold, transferred or assigned.

(c) Any sale, transfer or assignment not made in strict compliance with the foregoing conditions shall constitute a default by OWNER under this Agreement. Notwithstanding the failure of any purchaser, transferee or assignee to execute the agreement required by Paragraph (b) of this Subsection 2.4.1, the burdens of this Agreement shall be binding upon such purchaser, transferee or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee or assignee until and unless such agreement is executed. The City Manager shall have the authority to review, consider and either approve, conditionally approve, or deny any proposed sale, transfer or assignment that is not made in compliance with this section 2.4.

2.4.2 Release of Transferring Owner. Notwithstanding any sale, transfer or assignment, a transferring OWNER shall continue to be obligated under this Agreement unless such transferring owner is given a release in writing by CITY, which release shall be provided by CITY upon the full satisfaction by such transferring owner of the following conditions:

(a) OWNER no longer has a legal or equitable interest in all or any part of the portion of the Property sold, transferred or assigned.

(b) OWNER is not then in default under this Agreement.

(c) OWNER has provided CITY with the notice and executed an agreement as required under Paragraph (b) of Subsection 2.4.1 above. .

(d) The purchaser, transferee or assignee provides CITY with security equivalent to any security previously provided by OWNER (if any) to secure performance of its obligations hereunder which are to be performed upon portion of the Property sold, transferred or assigned .

2.4.3 Effect of Assignment and Release of Obligations. In the event of a sale, transfer or assignment pursuant to the provisions of Section 2.4.2 above:

(a) The assignee shall be liable for the performance of all obligations of OWNER with respect to transferred property, but shall have no obligations with respect to the portions of the Property, if any, not transferred (the "Retained Property").

(b) The owner of the Retained Property shall be liable for the performance of all obligations of OWNER with respect to Retained Property, but shall have no further obligations with respect to the transferred property.

(c) The assignee's exercise, use and enjoyment of the Property or portion thereof shall be subject to the terms of this Agreement to the same extent as if the assignee were the OWNER.

2.4.4 Subsequent Assignment. Any subsequent sale, transfer or assignment after an initial sale, transfer or assignment shall be made only in accordance with and subject to the terms and conditions of this Section 2.4.

2.4.5 Termination of Agreement With Respect to Individual Lots Upon Sale to Public and Completion of Construction. The provisions of Subsection 2.4.1 shall not apply to the sale or lease (for a period longer than one year) of any parcel which has been finally subdivided and is individually (and not in "bulk") sold or leased to a member of the public or other ultimate user of the parcel. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate with respect to any lot and such lot shall be released and no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of both of the following conditions:

(a) The lot has been finally subdivided and individually (and not in "bulk") sold or leased (for a period longer than one year) to a member of the public or other ultimate user; and,

(b) A certificate of occupancy has been issued for a building on the parcel, and the fees set forth under Section 4 of this Agreement have been paid.

2.5 Amendment or Cancellation of Agreement. This Agreement may be amended or cancelled in whole or in part only in the manner provided for in Government Code Section 65868.1. Any amendment of this Agreement, which amendment has been requested by OWNER, shall be considered by the CITY only upon the payment of the applicable processing charge. This provision shall not limit any remedy of CITY or OWNER as provided by this Agreement. Either Party or successor in interest, may propose an amendment to or cancellation, in whole or in part, of this Agreement. Any amendment or cancellation shall be by mutual consent of the parties or their successors in interest except as provided otherwise in this Agreement or in Government Code Section 65865.1. For purposes of this section, the term "successor in interest" shall mean any person having a legal or equitable interest in the whole of the Property, or any portion thereof as to which such person wishes to amend or cancel this Agreement. The procedure for proposing and adopting an amendment to, or cancellation of, in whole or in part, this Agreement shall be the same as the procedure for adopting and entering into this Agreement in the first instance. Notwithstanding the foregoing sentence, if the CITY initiates the proposed amendment to, or cancellation of, in whole or in part, this Agreement, CITY shall first give notice to the OWNER of its intention to initiate such proceedings at least sixty (60) days in advance of the giving the public notice of intention to consider the amendment or cancellation.

2.6 Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

(a) Expiration of the stated term of this Agreement as set forth in Section 2.3.

(b) Entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Agreement.

(c) The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement.

(d) Completion of the Project in accordance with the terms of this Agreement including issuance of all required occupancy permits and acceptance by CITY or applicable public agency of all required dedications.

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement which has occurred prior to such termination or with respect to any obligations which are specifically set forth as surviving this Agreement. Upon such termination, any public facilities and services mitigation fees paid pursuant to Section 4.2 of this Agreement by OWNER to CITY on which construction has not yet begun shall be refunded to OWNER by CITY within ten (10) business days.

2.7 Notices.

(a) As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder.

(b) All notices shall be in writing and shall be considered given either: (i) when delivered in person, including, without limitation, by courier, to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below. All notices shall be addressed as follows:

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

If to OWNER:
Remington APG LLC
100 Bayview Circle #310
Newport Beach, CA 92660
Attn: Clark Neuhoff

with a copy to:	**With a copy to**:
Ruben Duran, City Attorney	John A. Ramirez
Best Best & Krieger, LLP	Rutan & Tucker, LLP
2855 E Guasti Road	18575 Jamboree Road, 9th Floor
Ontario, CA 91761	Irvine CA, 92612

(c) Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop. Subject to the terms of this Agreement including the Reservations of Authority in Section 3.4, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the Development Plan. The Project shall remain subject to all Subsequent Development Approvals required to complete the Project as contemplated by the Development Plan. Except as otherwise provided in this Agreement, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Development Plan.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservations of Authority in Section 3.4, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Existing Land Use Regulations. In connection with any Subsequent Development Approval, CITY shall exercise discretion in accordance with the same manner as it exercises its discretion under its police powers, including the Reservations of Authority set forth herein; provided however, that such discretion shall not prevent development of the Property for the uses and to the density or intensity of development set forth in this Agreement.

3.3 Timing of Development. The parties acknowledge that OWNER cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Cal. 3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that OWNER shall have the right to develop the Property in such order and at such rate and at such times as OWNER deems appropriate within the exercise of its subjective business judgment.

3.3.1 Infrastructure Improvement Exhibit. Attached hereto as Exhibit "F" are a description of the Infrastructure Improvements needed for the development of the Property ("the Infrastructure Improvement Exhibits").

3.4 Reservations of Authority.

3.4.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the CITY shall not be prevented from applying new rules, regulations and policies upon the OWNER, nor shall a development agreement prevent the CITY from denying or conditionally approving any subsequent development project application on the basis of such new rules, regulations and policies where the new rules, regulations and policies consist of the following:

(a) Processing fees by CITY to cover costs of processing applications for development approvals or for monitoring compliance with any development approvals;

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records and any other matter of procedure;

(c) Regulations, policies and rules governing engineering and construction standards and specifications applicable to public and private improvements, including all uniform codes adopted by the CITY and any local amendments to those codes adopted by the CITY; provided however that, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the standards and specifications that are expressly identified in the Specific Plan and the building codes in effect as of the Effective Date;

(d) Regulations that may conflict with this Agreement and the Development Plan but that are reasonably necessary to protect the occupants of the Project and/or of the immediate community from a condition perilous to their health or safety;

(e) Regulations that do not conflict with those rules, regulations and policies set forth in this Agreement or the Development Plan and which do not impose additional obligations, costs, and expenses on Owner or the Project;

(f) Regulations that may conflict but to which the OWNER consents.

3.4.2 Subsequent Development Approvals. This Agreement shall not prevent CITY, in acting on Subsequent Development Approvals, from applying Subsequent Land Use Regulations that do not conflict with the Development Plan and/or the Existing Development Approvals, nor shall this Agreement prevent CITY from denying or conditionally approving any Subsequent Development Approval on the basis of the Existing Land Use Regulations or any Subsequent Land Use Regulation not in conflict with the Development Plan and/or the Existing Development Approvals.

3.4.3 Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such

provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations, provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce. In the event OWNER alleges that such State or Federal laws or regulations preclude or prevent compliance with one or more provisions of this Agreement, and the CITY does not agree, the OWNER may, at its sole cost and expense, seek declaratory relief (or other similar non-monetary remedies); provided however, that nothing contained in this Section 3.6.3 shall impose on CITY any monetary liability for contesting such declaratory relief (or other similar non-monetary relief).

3.4.4 Intent.

3.5 Public Works; Utilities. If OWNER is required by this Agreement or a condition of project approval to construct any public works facilities which will be dedicated to CITY or any other public agency upon completion, and if required by applicable laws to do so, OWNER shall perform such work in the same manner as would be applicable to CITY or such other public agency should it have undertaken such construction. As a condition of development approval, OWNER shall connect the Project to all utilities necessary to provide adequate water, recycled water, sewer, gas, electric, and other utility service to the Project. As a further condition of development approval, OWNER shall to the extent possible contract with the CITY for CITY-owned or operated utilities for this purpose, for such price and on such terms as may be available to similarly situated customers in the CITY.

3.5.1 OWNER agrees that development of the Project shall require the construction of storm drain Improvements from the Property to the connection with the Cucamonga Creek Channel as described in Exhibit E and depicted in Exhibit F. OWNER shall be responsible for the construction of the necessary extension of storm drain facilities, as described in Exhibit E and depicted in Exhibit F. OWNER and CITY agree that CITY may issue grading, building permits and other required permits for OWNER to initiate construction of structures for the Property according to plans approved by CITY and OWNER agrees that OWNER shall not request and CITY shall not issue a final occupancy permit for any buildings prior to completion of the storm drain Improvements described in Exhibit E and depicted in Exhibit F. CITY agrees that OWNER may request that CITY issue temporary certificates of occupancy on a building-by-building basis prior to completion of the storm drain improvements and City shall in its sole discretion issue such requests for temporary certificates of occupancy upon request by Owner.

3.5.2 OWNER agrees that development of the Project shall require the construction of street improvements as described in Exhibits E and depicted in Exhibit F. OWNER and CITY agree that CITY may issue grading, building permits and other required permits for OWNER to initiate construction of structures for the Property according to plans approved by CITY and OWNER agrees that OWNER shall not request and CITY shall not issue a final occupancy permit for any buildings on the Property prior to Substantial Completion of the street Improvements as described in Exhibits E and

depicted in Exhibit F. For purposes of the foregoing, street improvements shall be deemed Substantially Complete even if the final lift of pavement has not been completed (i.e., Owner may install the final lift after completion of all other construction). CITY agrees that OWNER may request that CITY issue temporary certificates of occupancy on a building-by-building basis prior to completion and subject to final acceptance by CITY of the street improvements and City shall in its sole discretion issue such requests for temporary certificates of occupancy upon request by Owner. OWNER agrees that the street improvements shall be completed and subject to final acceptance by CITY prior to the release of any security for the construction of the street improvements.

3.5.3 OWNER agrees that development of the Property shall require the extension of water and recycled water utility Improvements as described in Exhibit E and depicted Exhibit F. OWNER and CITY agree that CITY may issue grading, building and other required permits for OWNER to initiate construction of structures for the Property according to plans approved by CITY upon completion of sufficient water and recycled water improvements to serve the Property from at least one point of connection and OWNER agrees that OWNER shall not request and CITY shall not issue a final occupancy permit for any buildings on the Property until the completion of the water and recycled water improvements described in Exhibit E and depicted Exhibit F. City agrees that OWNER may request that CITY issue temporary certificates of occupancy on a building-by-building basis prior to completion of the water and recycled water improvements if there is available permanent water and recycled water service from a minimum of one point of connection and sufficient water is available for fire protection purposes for any buildings while under construction. Provided there is sufficient water as described in the previous sentence, City shall in its sole discretion issue such requests for temporary certificates of occupancy upon request by Owner

3.5.4 OWNER agrees that development of the Property shall require the construction of sewer Improvements as described in Exhibit E and depicted in Exhibit F. OWNER and CITY agree that CITY may issue grading, building permits and other required permits for OWNER to initiate construction of structures for the Property according to plans approved by CITY and OWNER agrees that OWNER shall not request and CITY shall not issue a final occupancy permit for any buildings prior to completion of the sewer improvements described in Exhibit E and depicted in Exhibit F. CITY agrees that OWNER may request that CITY issue temporary certificates of occupancy on a building-by-building basis prior to the completion of the sewer improvements described in Exhibit E and depicted in Exhibit F and City shall in its sole discretion issue such requests for temporary certificates of occupancy upon request by Owner.

3.5.5 OWNER agrees that development of the Property shall require the construction of fiber optic communications infrastructure, at OWNER's sole cost and expense, as described in the attached Exhibit E and depicted in Exhibit F consisting generally of the construction of fiber optic communications infrastructure to serve the Property. OWNER and CITY agree that CITY may issue grading, building and other required permits for OWNER to initiate construction of structures for the Property according to plans approved by CITY and OWNER agrees that OWNER shall not request and CITY shall not issue a final occupancy permit for any buildings prior to completion of

the fiber optic communications infrastructure, as described in Exhibit E and depicted in Exhibit F. CITY agrees that OWNER may request that CITY issue temporary certificates of occupancy on a building-by-building basis prior to the completion of the fiber optic communications infrastructure, as described in Exhibit E and depicted in Exhibit F and City shall in its sole discretion issue such requests for temporary certificates of occupancy upon request by Owner.

3.6 Acquisition of Offsite Provision of Real Property Interests. In any instance where OWNER is required by any Development Approval or Land Use Regulation and the Construction Agreement to construct any public improvement on land not owned by OWNER ("Offsite Improvements"), the CITY and OWNER shall cooperate in acquiring the necessary legal interest ("Offsite Property") in accordance with the procedures set forth in Section 2.4 of the Construction Agreement. This section 3.6 is not intended by the parties to impose upon the OWNER an enforceable duty to acquire land or construct any public improvements on land not owned by OWNER, except to the extent that the OWNER elects to proceed with the development of the Project, and then only in accordance with valid conditions imposed by the CITY upon the development of the Project under the Subdivision Map Act or other legal authority.

3.6.1 CITY Acquisition of Non-Construction Agreement Offsite Property. In the event OWNER is required to construct any public improvements on land not owned by OWNER, but such requirement is not based upon the Construction Agreement, Sections 3.6.1 and 3.6.2 shall control the acquisition of the necessary property interest(s) ("Non-Construction Agreement Offsite Property"). If the OWNER is unable to acquire such Non-Construction Agreement Offsite Property, and following the written request from the OWNER to CITY, CITY agrees to use reasonable and diligent good faith efforts to acquire the Non-Construction Agreement Offsite Property from the owner or owners of record by negotiation to the extent permitted by law and consistent with this Agreement. If CITY is unable to acquire the Non-Construction Agreement Offsite Property by negotiation within thirty (30) days after OWNER'S written request, CITY shall, initiate proceedings utilizing its power of eminent domain to acquire that Non-Construction Agreement Subject Property at a public hearing noticed and conducted in accordance with California Code of Civil Procedure Section 1245.235 for the purpose of considering the adoption of a resolution of necessity concerning the Non-Construction Agreement Offsite Property, subject to the conditions set forth in this Section 3.6.1 The CITY and OWNER acknowledge that the timelines set forth in this Section 3.6.1 represent the maximum time periods which CITY and OWNER reasonably believe will be necessary to complete the acquisition of any Non-Construction Agreement Offsite Property. CITY agrees to use reasonable good faith efforts to complete the actions described within lesser time periods, to the extent that it is reasonably able to do so, consistent with the legal constraints imposed upon CITY.

3.6.2 Owner's Option to Terminate Proceedings. CITY shall provide written notice to OWNER no later than fifteen (15) days prior to making an offer to the owner of the Non-Construction Agreement Offsite Property. At any time within that fifteen (15) day period, OWNER may, at its option, notify CITY that it wants CITY to cease all acquisition proceedings with respect to that Non-Construction Agreement Offsite Property,

whereupon CITY shall cease such proceedings. CITY shall provide written notice to OWNER no later than fifteen (15) days prior to the date of the hearing on CITY'S intent to consider the adoption of a resolution of necessity as to any Non-Construction Agreement Offsite Property. At any time within that fifteen (15) day period, OWNER may, at its option, notify CITY that it wants CITY to cease condemnation proceedings, whereupon CITY shall cease such proceedings. If OWNER does not notify CITY to cease condemnation proceedings within said fifteen (15) day period, then the CITY may proceed to consider and act upon the Non-Construction Agreement Offsite Property resolution of necessity. If CITY adopts such resolution of necessity, then CITY shall diligently institute condemnation proceedings and file a complaint in condemnation and seek an order of immediate possession with respect to the Non-Construction Agreement Offsite Property.

3.7 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of CITY possess authority to regulate aspects of the development of the Property separately from or jointly with CITY and this Agreement does not limit the authority of such other public agencies. CITY agrees to cooperate fully, at no cost to CITY, with OWNER in obtaining any required permits or compliance with the regulations of other public agencies provided such cooperation is not in conflict with any laws, regulations or policies of the CITY.

3.8 Tentative Parcel Maps; Extension. With respect to applications by OWNER for tentative parcel maps for portions of the Property, CITY agrees that OWNER may file and process tentative maps in accordance with Chapter 4.5 (commencing with Section 66498.1) of Division 2 of Title 7 of the California Government Code and the applicable provisions of CITY's subdivision ordinance, as the same may be amended from time to time. In accordance with the provisions of Section 66452.6 of the Government Code, each tentative subdivision map or tentative parcel map, heretofore or hereafter approved in connection with development of the Property, shall be deemed to have been granted an extension of time to and until the date that is five (5) years following the Effective Date of this Agreement. The CITY's City Council may, in its discretion, extend any such map for an additional period of up to five (5) years beyond its original term, so long as the subdivider files a written request for an extension with the City prior to the expiration of the initial five (5) year term.

4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Property will result in substantial public needs that will not be fully met by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on OWNER that should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on OWNER by providing more fully for the satisfaction of the public needs resulting from the Project.

4.2 Development Impact Fees.

4.2.1 Amount of Development Impact Fee. Development Impact Fees (DIF) shall be paid by OWNER. The Development Impact Fee amounts to be paid by OWNER shall be the amounts that are in effect at the time such amounts are due. Nothing contained in this Agreement shall affect the ability of the CITY to impose new Development Impact Fees or amend the amounts of existing Development Impact Fees. Additionally, nothing contained in this Agreement shall affect the ability of other public agencies that are not controlled by CITY to impose and amend, from time to time, Development Impact Fees established or imposed by such other public agencies, even though such Development Impact Fees may be collected by CITY.

4.2.2 Time of Payment. The Development Impact Fees required pursuant to Subsection 4.2.1 shall be paid to CITY prior to the issuance of building permit for each applicable building (subject to the application/use of available fee deferrals or credits), except for the Open Space and Habitat Acquisition Development Impact fee, which shall be paid by OWNER to CITY prior to the issuance of a grading permit

4.3 Responsibility for Construction of Public Improvements.

4.3.1 Timely Construction of Public Infrastructure. The phasing of the area wide infrastructure construction within the Ontario Ranch area shall be as approved by the CITY. OWNER shall be responsible for the timely construction and completion of all public infrastructure required for the Project as shown on the attached Exhibit "F" and any and all Development Plan conditions. Unless otherwise specified in the Development Plan conditions, and subject to the provisions of Section 3.5 and 3.6, all other required Improvements for each Development Plan, shall be completed and operational prior to, and as a condition precedent to, OWNER requesting and CITY's granting of a final occupancy permit for any buildings to be constructed on the Property. All Infrastructure and Improvements shall be completed as required by the Subdivision Agreement and/or Development Plan conditions for Development Plan (File No. PDEV21-024).

4.3.2 Availability and Use of Recycled Water. OWNER agrees that recycled water shall be available and utilized by OWNER for all construction-related water uses including prior to, and during, any grading of the Property.

4.3.3 Construction of DIF Program Infrastructure To the extent OWNER is required to construct and completes construction of public improvements that are included in CITY's Development Impact Fee Program. CITY agrees that CITY shall issue DIF Credit in accordance with the provisions of a separate Fee Credit Agreement between CITY and OWNER. Limitations on the use of DIF Credit issued to OWNER to offset OWNER's DIF payment obligations shall also be subject to the provisions of a separate Fee Credit Agreement. CITY and OWNER agree that the Fee Credit Agreement between CITY and OWNER shall comply with CITY's adopted policies applicable to such agreements.

4.4 Public Services Funding Fee.

4.4.1 Requirement for Payment of Public Services Funding Fee. In order to ensure that the adequate provision of public services, including without limitation, police, fire and other public safety services, are available to each Project in a timely manner, OWNER shall pay to CITY a "Public Services Funding Fee." The Public Services Funding Fee shall apply to residential and non-residential uses as set forth below.

4.4.2 Public Services Funding Fee Amount. OWNER shall pay a Public Services Funding fee in a single installment payment in the amount of Seventy Cents ($.70) per square foot of each non-residential building. The single installment for non-residential uses shall be due and payable on a building-by-building basis prior to the issuance of the building permit for a non-residential building. The amount of the Single Installment for non-residential uses shall automatically increase by percentage increase (but no decrease) in the Consumer Price Index (Riverside-San Bernardino-Ontario, CA), (December 2017=100) over the preceding year on January 1st of each year, beginning on January 1, 2023. OWNER may exercise the option to pay any single installment amounts for the remainder of the non-residential square footage within the Project on or before December 31st, before the Single Installment amount is automatically increased

4.5 Net MDD/Water Availability Equivalents.

4.5.1 Effectiveness of Agreement. Notwithstanding anything else set forth in this Agreement, CITY and OWNER each acknowledge, confirm, and agree, that (i) the City approval of this Agreement and (ii) the effectiveness of this Agreement, in each case, is conditioned upon OWNER's admission to NMC Builders as a "Member" thereof pursuant to the terms and conditions of the operating agreement of NMC Builders. OWNER and CITY agree that OWNER shall become a Member of NMC Builders within 30 days of the effective date of this Agreement.

4.5.2 Assigned Net MDD/Water Availability Equivalents. OWNER acknowledges that the City has agreed with NMC Builders to reserve exclusively for Members of NMC Builders, including OWNER, Net MDD made available through the construction of water system improvements funded by NMC Builders and/or OWNER. OWNER acknowledges that the provisions of the Construction Agreement Amendment require that the City shall not issue building permits or certificates of occupancy for the area of development within the New Model Colony served by the water system improvements funded by NMC Builders, except to the bearer of a Certificate of Net MDD Water Availability.

4.5.3 Requirement for NMC Builders LLC Membership as a Phase 2 Water Member. OWNER and CITY agree that OWNER's' payment to CITY required by Section 4.5.3 below represents OWNER's contribution to the funding required for the future construction of the Phase 2 Water Improvements and the availability of additional Net MDD Water Availability required for the development of the Property described in Exhibit A of this Agreement.

4.5.4 CITY issuance of Water Availability Equivalents. Within 30 days after the effectiveness of this Development Agreement OWNER shall pay or have paid to City the applicable Phase 2 Water Participation Fee. The Phase 2 Water Participation Fee shall be the calculated based on the amount of the Regional Water DIF for the applicable land use category and the square footage of the applicable buildings. The calculated amount of the Phase 2 Water Participation Fee shall be paid to City within 30 days after the effective date of this Agreement or, at OWNER's option, the Phase 2 Water Participation Fee may be paid to City in two (2) installments. The first installment shall be fifty percent (50%) of the total Phase 2 Water Participation Fee and such first installment shall be due and payable to City within 30 days after the effective date of this Development Agreement. The second installment shall be the remaining amount of the Phase 2 Water Participation Fee and such second installment shall be due and payable to City within one (1) year after the payment of the first installment, or prior to, and as a condition precedent to, the OWNER's request for occupancy for any building on the Property, whichever occurs first. Upon OWNER's complete payment to CITY of the Phase 2 Water Participation Fee CITY shall issue a Certificate of Water Availability Equivalents in the form attached hereto as Exhibit G. Such Water Availability Equivalents Certificate shall be issued by CITY within thirty (30) days of the receipt of such required payment. CITY and OWNER agree that the amount of Water Availability Equivalents issued to OWNER shall be based on the maximum projected need for Water Availability Equivalents required for the Property based upon water demand factors and assumptions listed in Exhibit C-2R of the Phase 2 Water Amendment to the Construction Agreement "Water Demand Equivalents by Land Use" for each land use category. Additionally, within five (5) business days of CITY's receipt of OWNER's payment as required under this Section 4.5.2, CITY shall issue a certificate of DIF Credit against OWNER's DIF obligations in the Regional Water DIF Category.

4.6 Requirement for other Water System Improvements. A Certificate of Net MDD Availability is evidence only of available water capacity and does not satisfy any other conditions applicable to OWNER's Project, including those relating to design and construction of master-planned potable water and recycled water transmission and distribution system for the respective pressure zone and other public infrastructure requirements.

4.7 Compliance with Public Benefits Requirements.

4.7.1 Failure to Provide Public Benefits. In the event OWNER fails or refuses to comply with any condition referenced in Section 4.1 through 4.6, or challenges (whether administratively or through legal proceedings) the imposition of such conditions, OWNER shall be deemed in default of this Agreement pursuant to Section 8 hereof, thereby entitling the City to any and all remedies available to it, including, without limitation, the right of the City to withhold OWNER's Project-related building permits, certificates of occupancy, or discretionary approvals, without liability. Nothing herein shall waive Owner's right to assert a default (or failure to perform) by the City has excused Owner's performance under this Agreement.

5. FINANCING OF PUBLIC IMPROVEMENTS.

5.1 Financing Mechanism(s). OWNER agrees that prior to the request for a building permit of any building on the Property, the property subject to such Development Plan or any future Development Plan(s) shall be included in a CFD to finance City services through annual special taxes that will initially be Twenty-Nine ($0.29) per square foot for non-residential buildings. These amounts shall be subject to an automatic increase at a rate not to exceed four (4%) percent per year unless otherwise modified by the City. Depending on the fiscal year that the CFD is formed and the CFD tax is levied, the annual special taxes may be higher. CITY shall be the sole and exclusive lead agency in the formation of any CFD, assessment district or other public financing mechanism within the Property; provided however, that the proceeds of any such CFD, assessment district, or financing mechanism may be used, subject to restrictions that may be imposed by applicable law, for the purposes of acquiring, constructing or maintaining public facilities to be owned or operated by other public agencies, including, without limitation those facilities owned or operated by a school district. In addition to the rights of the CITY pursuant to section 5.1 hereof, CITY shall have the right, but not the obligation, to condition the formation of any CFD, assessment district or other public financing mechanism within the Property on the OWNER mitigating all Project-related impacts to the applicable school district(s) as required by such school district(s). Written evidence by such school district(s) may be required by the CITY as the condition to the formation of any CFD, assessment district or other public financing mechanism within the Property, or any steps preliminary thereto, including, without limitation, the adoption of any resolution of intention to form such CFD, assessment district or other public financing mechanism within the Property. It is not the intent of the parties hereto, by this provision, to prohibit or otherwise limit the City's ability to take any and all necessary steps requisite to the formation of the CFD to finance City services through annual special taxes as set forth in this Section 5.1. Formation of any CFD, assessment district or other public financing mechanism within the Property, shall be subject to CITY's ability to make all findings required by applicable law and complying with all applicable legal procedures and requirements including, without limitation, CITY's public financing district policies as such policies may be amended from time to time. Notwithstanding the foregoing, it is acknowledged and agreed by the parties that nothing contained in this Agreement shall be construed as requiring CITY or the City Council to form any such district.

6. REVIEW FOR COMPLIANCE.

6.1 Periodic and Special Reviews.

6.1.1 Time for and Initiation of Periodic Review. The CITY shall review this Agreement every twelve (12) months from the Effective Date in order to ascertain the good faith compliance by the OWNER with the terms of this Agreement. The OWNER shall submit an Annual Monitoring Report to CITY, in a form acceptable to the City Manager, along with any applicable processing charge within ten (10) days after each anniversary date of the Effective Date of this Agreement. Within fifteen (15) days after the receipt of the Annual Monitoring Report, CITY shall review the Annual Monitoring Report. Prior to the expiration of the fifteen (15) day review period, CITY shall either issue a notice of continuing compliance or a notice of non-compliance and a notice of CITY's

intent to conduct a Special Review pursuant to Sections 6.1.2 through 6.1.6. Issuance of a notice of continuing compliance may be issued by the City Manager or his designee.

6.1.2 Initiation of Special Review. A special review may be called either by agreement between the parties or by initiation in one or more of the following ways:

(a) Recommendation of the Planning staff;

(b) Affirmative vote of at least four (4) members of the Planning Commission; or

(c) Affirmative vote of at least three (3) members of the City Council.

6.1.3 Notice of Special Review. The City Manager shall begin the special review proceeding by giving notice that the CITY intends to undertake a special review of this Agreement to the OWNER. Such notice shall be given at least ten (10) days in advance of the time at which the matter will be considered by the Planning Commission.

6.1.4 Public Hearing. The Planning Commission shall conduct a hearing at which the OWNER must demonstrate good faith compliance with the terms of this Agreement. The burden of proof on this issue is upon the OWNER.

6.1.5 Findings Upon Public Hearing. The Planning Commission shall determine upon the basis of substantial evidence whether or not the OWNER has, for the period under review, complied in good faith with the terms and conditions of this Agreement.

6.1.6 Procedure Upon Findings.

(a) If the Planning Commission finds and determines on the basis of substantial evidence that the OWNER has complied in good faith with the terms and conditions of this Agreement during the period under review, the review for that period is concluded.

(b) If the Planning Commission finds and determines on the basis of substantial evidence that the OWNER has not complied in good faith with the terms and conditions of this Agreement during the period under review, the Planning Commission may recommend to the City Council to modify or terminate this Agreement.

(c) The OWNER may appeal a determination pursuant to paragraph (b) to the City Council in accordance with the CITY's rule for consideration of appeals in zoning matters generally.

6.2 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.1.6(b), the CITY determines to proceed with modification or termination of this Agreement, the CITY shall give notice to the property OWNER of its intention so to do. The notice shall contain:

(a) The time and place of the hearing;

(b) A statement as to whether or not the CITY proposes to terminate or to modify this Agreement; and

(c) Other information that the CITY considers necessary to inform the OWNER of the nature of the proceeding.

6.3 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, the OWNER shall be given an opportunity to be heard. The OWNER shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on the OWNER. If the City Council finds, based upon substantial evidence in the administrative record, that the OWNER has not complied in good faith with the terms and conditions of the agreement, the City Council may terminate this Agreement or modify this Agreement and impose those conditions to the action it takes as it considers necessary to protect the interests of the CITY. The decision of the City Council shall be final, subject only to judicial review pursuant to Section 1094.5 of the Code of Civil Procedure.

6.4 Certificate of Agreement Compliance. If, at the conclusion of a Periodic or Special Review, OWNER is found to be in compliance with this Agreement, CITY shall, upon written request by OWNER, issue a Certificate of Agreement Compliance ("Certificate") to OWNER stating that after the most recent Periodic or Special Review and based upon the information known or made known to the Planning Director and City Council that (1) this Agreement remains in effect and (2) OWNER is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a Periodic or Special Review and shall state the anticipated date of commencement of the next Periodic Review. OWNER may record the Certificate with the County Recorder. Whether or not the Certificate is relied upon by assignees or other transferees or OWNER, CITY shall not be bound by a Certificate if a default existed at the time of the Periodic or Special Review, but was concealed from or otherwise not known to the Planning Director or City Council.

7. [OMITTED]

8. DEFAULT AND REMEDIES.

8.1 Remedies in General. It is acknowledged by the parties that CITY would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof. In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that CITY shall not be liable in damages to OWNER, or to any successor in interest of OWNER, or to any other person, and OWNER covenants not to sue for damages or claim any damages:

(a) For any breach of this Agreement or for any cause of action which arises out of this Agreement; or

(b) For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or

(c) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

8.2 Specific Performance. The parties acknowledge that money damages and remedies at law generally are inadequate and specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement and should be available to all parties for the following reasons:

(a) Money damages are unavailable against CITY as provided in Section 8.1 above.

(b) Due to the size, nature and scope of the project, it may not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, OWNER may be foreclosed from other choices it may have had to utilize the Property or portions thereof. OWNER has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate OWNER for such efforts.

8.3 Release. Except for nondamage remedies, including the remedy of specific performance and judicial review as provided for in Section 6.5, OWNER, for itself, its successors and assignees, hereby releases the CITY, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon the CITY because it entered into this Agreement or because of the terms of this Agreement.

8.4 Termination or Modification of Agreement for Default of OWNER. Subject to the provisions contained in Subsection 6.3 herein, CITY may terminate or modify this Agreement for any failure of OWNER to perform any material duty or obligation of OWNER under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default"); provided, however, CITY may terminate or modify this Agreement pursuant to this Section only after providing written notice to OWNER of default setting forth the nature of the default and the actions, if any, required by OWNER to cure such default and, where the default can be cured, OWNER has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default

within such 60 day period and to diligently proceed to complete such actions and cure such default.

8.5 Termination of Agreement for Default of CITY. OWNER may terminate this Agreement only in the event of a default by CITY in the performance of a material term of this Agreement and only after providing written notice to CITY of default setting forth the nature of the default and the actions, if any, required by CITY to cure such default and, where the default can be cured, CITY has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

9. THIRD PARTY LITIGATION.

9.1 General Plan Litigation. CITY has determined that this Agreement is consistent with its Comprehensive General Plan, as such General Plan exists as of the Effective Date ("General Plan"), and that the General Plan meets all requirements of law. OWNER has reviewed the General Plan and concurs with CITY's determination. CITY shall have no liability in damages under this Agreement for any failure of CITY to perform under this Agreement or the inability of OWNER to develop the Property as contemplated by the Development Plan of this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law.

9.2 Third Party Litigation Concerning Agreement. OWNER shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless CITY, its agents, officers and employees from any claim, action or proceeding against CITY, its agents, officers, or employees to attack, set aside, void, or annul the approval of this Agreement or the approval of any permit granted pursuant to this Agreement. CITY shall promptly notify OWNER of any such claim, action or proceeding, and CITY shall cooperate in the defense. If CITY fails to promptly notify OWNER of any such claim, action or proceeding, or if CITY fails to cooperate in the defense, OWNER shall not thereafter be responsible to defend, indemnify, or hold harmless CITY. CITY may in its discretion participate in the defense of any such claim, action or proceeding.

9.3 Indemnity. In addition to the provisions of 9.2 above, OWNER shall indemnify and hold CITY, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of OWNER, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (OWNER's employees included) or any other element of damage of any kind or nature, to the extent relating to or in any way connected with or arising from the activities contemplated hereunder, including, but not limited to, the study, design, engineering, construction, completion, failure and conveyance of the public improvements, save and except claims for damages arising through the sole active negligence or sole willful misconduct of CITY. OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents, employees and independent

contractors in any legal action based upon such alleged acts or omissions. CITY may in its discretion participate in the defense of any such legal action.

9.4 Environment Assurances. OWNER shall indemnify and hold CITY, its officers, agents, and employees free and harmless from any liability, to the extent based or asserted, upon any act or omission of OWNER, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property during OWNER'S period of ownership of the Property, including, but not limited to, soil and groundwater conditions caused by OWNER, and OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. CITY may in its discretion participate in the defense of any such action.

9.5 Reservation of Rights. With respect to Sections 9.2, 9.3 and 9.4 herein, CITY reserves the right to either (1) approve the attorney(s) which OWNER selects, hires or otherwise engages to defend CITY hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense, provided, however, that OWNER shall reimburse CITY forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

9.6 Survival. The provisions of this Sections 9.1 through 9.6, inclusive, shall survive the termination of this Agreement.

10. MORTGAGEE PROTECTION.

10.1 Mortgagee Protection. The parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at OWNER's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. CITY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with OWNER and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. CITY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee, has submitted a request in writing to the CITY in the manner specified herein for giving notices, shall be entitled to receive written notification

from CITY of any default by OWNER in the performance of OWNER's obligations under this Agreement.

(c) If CITY timely receives a request from a Mortgagee requesting a copy of any notice of default given to OWNER under the terms of this Agreement, CITY shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to OWNER. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of OWNER's obligations or other affirmative covenants of OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by OWNER is a condition precedent to the performance of a covenant by CITY, the performance thereof shall continue to be a condition precedent to CITY's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 2.4 of this Agreement

(e) In the event of a default by Owner, any Mortgagee shall have the right to remedy, or cause to be remedied, such default within sixty (60) days following the later to occur of (i) the date of Mortgagee's receipt of the notice referred to in Section 10.1(b) above, or (ii) the expiration of the period provided herein for Owner to remedy or cure such default, and City shall accept such performance by or at the insistence of the Mortgagee as if the same had been timely made by Owner; provided, however, that (i) if such default is not capable of being cured within the timeframes set forth in this Section and Mortgagee commences to cure the default within such timeframes, then Mortgagee shall have such additional time as is required to cure the default so long as Mortgagee diligently prosecutes the cure to completion and (ii) if possession of the Property (or portion thereof) is required to effectuate such cure or remedy, the Mortgagee shall be deemed to have timely cured or remedied if it commences the proceedings necessary to obtain possession thereof within sixty (60) days after receipt of the copy of the notice, diligently pursues such proceedings to completion, and, after obtaining possession, diligently completes such cure or remedy.

11. MISCELLANEOUS PROVISIONS.

11.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the San Bernardino County Recorder by the City Clerk within the ten (10) days after the CITY executes this Agreement, as required by Section 65868.5 of the Government Code. If the parties to this Agreement or their successors in interest amend or cancel this Agreement as provided for herein and in Government Code Section 65868, or if the CITY terminates or modifies the agreement as provided for herein and in Government Code Section 65865.1 for failure of the applicant to comply in good

faith with the terms or conditions of this Agreement, the City Clerk shall have notice of such action recorded with the San Bernardino County Recorder.

11.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

11.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Section 4 of this Agreement, including the payment of the fees set forth therein, are essential elements of this Agreement and CITY would not have entered into this Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

11.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

11.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

11.6 Singular and Plural. As used herein, the singular of any word includes the plural.

11.7 Joint and Several Obligations. Subject to Section 2.4, if at any time during the term of this Agreement the Property is owned, in whole or in part, by more than one owner, all obligations of such owners under this Agreement shall be joint and several, and the default of any such owner shall be the default of all such owners. Notwithstanding the foregoing, no owner of a single lot which has been finally subdivided and sold to such owner as a member of the general public or otherwise as an ultimate user shall have any obligation under this Agreement except as provided under Section 4 hereof.

11.8 Time of Essence. Time is of the essence in the performance of .the provisions of this Agreement as to which time is an element.

11.9 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right

to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

11.10 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

11.11 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, pandemics or governmental orders issues in connection therewith, supply chain delays in procuring construction and related materials, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control, (including the party's employment force), government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the party's control. If any such events shall occur, the term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the term of this Agreement shall not be extended under any circumstances for more than five (5) years.

11.12 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

11.13 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and, (c) is binding upon each party and each successor in interest during ownership of the Property or any portion thereof.

11.14 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

11.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of San Bernardino, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

11.16 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and

conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between CITY and OWNER is that of a government entity regulating the development of private property and the owner of such property.

11.17 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement. The City Manager may delegate his powers and duties under this Agreement to an Assistant City Manager or other management level employee of the CITY.

11.18 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by CITY of its power of eminent domain.

11.19 Agent for Service of Process. In the event OWNER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venturer resident of the State of California, or it is a foreign corporation, then in any such event, OWNER shall file with the Planning Director, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon OWNER. If for any reason service of such process upon such agent is not feasible, then in such event OWNER may be personally served with such process out of this County and such service shall constitute valid service upon OWNER. OWNER is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto.

11.20 Estoppel Certificate. Within thirty (30) business days following a written request by any of the parties, the other party shall execute and deliver to the requesting party a statement certifying that (i) either this Agreement is unmodified and in full force and effect or there have been specified (date and nature) modifications to the Agreement, but it remains in full force and effect as modified; and (ii) either there are no known current uncured defaults under this Agreement or that the responding party alleges that specified (date and nature) defaults exist. The statement shall also provide any other reasonable information requested. The failure to timely deliver this statement shall constitute a conclusive presumption that this Agreement is in full force and effect without modification except as may be represented by the requesting party and that there are no uncured defaults in the performance of the requesting party, except as may be represented by the requesting party. OWNER shall pay to CITY all costs incurred by CITY in connection with

the issuance of estoppel certificates requested by Owner under this Section 11.20 prior to CITY's issuance of such certificates.

11.21 Authority to Execute. The person or persons executing this Agreement on behalf of OWNER warrants and represents that he or she/they have the authority to execute this Agreement on behalf of his or her/their corporation, partnership or business entity and warrants and represents that he or she/they has/have the authority to bind OWNER to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

SIGNATURE PAGE
TO DEVELOPMENT AGREEMENT
FILE NO. PDA21-007

"OWNER"

REMINGTON APG LLC.,
a Delaware limited liability company

By: Alere Property Group LLC, a Delaware limited liability company, its sole member

By: _____
Name:
Its: _____
Date: _____

"CITY"

CITY OF ONTARIO

By:_____
Scott Ochoa
City Manager

Date: _____

ATTEST:

_____
City Clerk, Ontario

APPROVED AS TO FORM:
BEST BEST & KRIEGER, LLP

_____
City Attorney

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 20_____, before me,_____,
Date *Insert Name and Title of the Officer*

personally appeared _____
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature_____
Signature of Notary Public

Place Notary Seal Above

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 20_____, before me,_____,
Date *Insert Name and Title of the Officer*

personally appeared _____
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature_____
Signature of Notary Public

Place Notary Seal Above

EXHIBIT "A"
TO DEVELOPMENT AGREEMENT

Legal Description of Property

SHEET 1 OF 2

EXHIBIT "A"

LEGAL DESCRIPTION

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

PARCEL A:
A PORTION OF THAT PART OF GOVERNMENT LOT 8, SECTION 22, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, AS SHOWN ON THE PLAT RECORDED IN BOOK 3, PAGE 71 RECORDS OF SURVEY, RECORDS OF SAID COUNTY, DESCRIBED IN DOCUMENT RECORDED IN BOOK 1720, PAGE 136 OFFICIAL RECORDS OF SAID COUNTY, SAID PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF REMINGTON AVENUE (50 FEET WIDE) WITH A LINE THAT IS PARALLEL WITH AND DISTANT EASTERLY 110 FEET FROM THAT CERTAIN DESCRIBED CENTERLINE IN "PARCEL A" IN DOCUMENT RECORDED IN BOOK 9271, PAGE 394 OFFICIAL RECORDS OF SAID COUNTY, SAID INTERSECTION BEING DISTANT ALONG THE CENTERLINE OF REMINGTON AVENUE, SOUTH 88° 55' 14" EAST 1961.96 FEET FROM A 1-INCH SAN BERNARDINO COUNTY SURVEYOR'S MONUMENT MARKING THE INTERSECTION OF SAID CENTERLINE WITH THE CENTERLINE OF CARPENTER AVENUE (50 FEET WIDE); THENCE ALONG SAID PARALLEL LINE NORTH 12° 46' 21" EAST, 777.98 FEET TO THE EASTERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN SAID DOCUMENT RECORDED IN BOOK 1720, PAGE 136 OFFICIAL RECORDS; THENCE ALONG SAID EASTERLY LINE SOUTH 0° 47' 18" WEST (RECORDED SOUTH 0° 06' WEST), 761.85 FEET TO THE CENTERLINE OF SAID REMINGTON AVENUE; THENCE ALONG THE CENTERLINE OF REMINGTON AVENUE NORTH 88° 55' 14" WEST, 161.40 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEGINNING AT THE SAID INTERSECTION OF THE CENTERLINE OF SAID REMINGTON AVENUE WITH SAID PARALLEL LINE; THENCE ALONG SAID PARALLEL LINE NORTH 12° 46' 21" EAST, 125.73 FEET; THENCE SOUTH 26° 30' 15" EAST, 93.78 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT NORTHERLY 40.00 FEET FROM THE CENTERLINE OF SAID REMINGTON AVENUE; THENCE PARALLEL WITH THE CENTERLINE OF REMINGTON AVENUE, SOUTH 88° 55' 14" EAST, 69.18 FEET; THENCE NORTH 69° 37' 40" EAST, 24.79 FEET TO THE EASTERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN DOCUMENT RECORDED IN BOOK 1720, PAGE 136 OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID EASTERLY LINE SOUTH 0° 47' 18" WEST (RECORDED SOUTH 0° 06' WEST), 49.07 FEET TO THE CENTERLINE OF SAID REMINGTON AVENUE; THENCE ALONG SAID CENTERLINE NORTH 88° 55' 14" WEST, 161.40 FEET TO THE POINT OF BEGINNING.

PARCEL B:
THAT PORTION OF GOVERNMENT LOTS 5 AND 8, IN FRACTIONAL SECTION 22, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SAN BERNARDINO BASE AND MERIDIAN DESCRIBED IN DEED TO OSCAR K. IMBACK, ET. UX., RECORDED JUNE 10, 1944 IN BOOK 1683, PAGE 350 OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN BERNARDINO COUNTY AND THAT PORTION OF THE FRACTIONAL SOUTHEAST ONE-QUARTER OF SAID SECTION 22 AND THE FRACTIONAL NORTHEAST ONE-QUARTER OF SECTION 27 IN SAID TOWNSHIP 2 SOUTH, RANGE 7 WEST DESCRIBED IN DEED TO OSCAR IMBACH, ET. UX., RECORDED JANUARY 22, 1959 AS INSTRUMENT NO. 1959-5716 OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY, LYING WESTERLY OF A LINE PARALLEL WITH AND DISTANT EASTERLY, 230.00 FEET, MEASURED AT RIGHT ANGLES FROM THE FOLLOWING DESCRIBED SURVEYED REFERENCE LINE:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF THE FRACTIONAL SOUTHEAST ONE-QUARTER OF SAID SECTION 22, SAID POINT BEING SOUTH 88° 54' 26" EAST 959.04 FEET, MEASURED ALONG SAID NORTHERLY LINE FROM A FOUND SAN BERNARDINO COUNTY SURVEYOR'S NAIL AND FLASH SET AT THE CENTER ONE-QUARTER CORNER OF SAID SECTION 22, SAID POINT ALSO BEING NORTH 88° 54' 26" WEST 1672.94 FEET, MEASURED ALONG SAID NORTHERLY LINE FROM A FOUND SAN BERNARDINO COUNTY SURVEYOR'S MONUMENT SET AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 22; THENCE SOUTH 3° 23' 57" WEST 941.26 FEET; THENCE SOUTH 11° 03' 04" WEST 1444.72 FEET; THENCE SOUTH 8° 01' 16" WEST 3020.52 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID FRACTIONAL NORTHEAST ONE-QUARTER OF SECTION 27, SAID POINT BEING SOUTH 89° 21' 30" EAST 112.29 FEET, MEASURED ALONG SAID SOUTHERLY LINE FROM A FOUND 2 INCH IRON PIPE SET AT THE SOUTHWEST CORNER OF THE LAND SHOWN AS "PARCEL 2" ON THAT CERTAIN RECORD OF SURVEY RECORDED IN BOOK 34, PAGE 81 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, SAID POINT ALSO BEING NORTH 89° 21' 30" WEST 2414.61 FEET, MEASURED ALONG SAID SOUTHERLY LINE FROM A FOUND RIVERSIDE COUNTY SURVEYOR'S MONUMENT, IN WELL, SET AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 27.

EXHIBIT "A" CONTINUED
TO DEVELOPMENT AGREEMENT

Legal Description of Property

SHEET 2 OF 2

EXHIBIT "A"

LEGAL DESCRIPTION

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE LAND DESCRIBED IN DEED TO KENNETH EARLE IMBACH, ET AL., RECORDED JANUARY 13, 1960 AS INSTRUMENT NO. 1960–3050 OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY.

ALSO EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE LAND DESCRIBED IN DEED TO THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT RECORDED SEPTEMBER 22, 1944 IN BOOK 1711, PAGE 162 OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN BERNARDINO COUNTY.

ALSO EXCEPTING FROM THAT PORTION OF GOVERNMENT LOTS 5 AND 8, HEREINBEFORE DESCRIBED, AN UNDIVIDED ONE–HALF INTEREST IN THE OIL AND MINERAL RIGHTS ON, IN OR UNDER SAID LAND AS PROVIDED IN AGREEMENT BETWEEN HELEN CURRIE MORGAN, ET. AL., AND OSCAR IMBACH, ET. UX., RECORDED JUNE 10, 1944 IN BOOK 1684, PAGE 378 OFFICIAL RECORDS.

ALSO EXCEPTING THE REMAINING INTEREST IN THE OIL AND MINERAL RIGHTS ON, IN OR UNDER THE HEREINBEFORE DESCRIBED LAND, TOGETHER WITH THE RIGHT TO USE THAT PORTION ONLY OF SAID LAND WHICH UNDERLIES A PLANE PARALLEL TO AND FIVE HUNDRED (500) FEET BELOW THE PRESENT SURFACE OF SAID LAND, FOR THE PURPOSE OF PROSPECTING FOR, DEVELOPING AND/OR EXTRACTING SAID URANIUM, THORIUM, AND OTHER FISSIONABLE MATERIALS, OIL, GAS, PETROLEUM, ASPHALTUM, AND OTHER MINERAL OR HYDROCARBON SUBSTANCES FROM SAID LAND, IT BEING EXPRESSLY UNDERSTOOD AND AGREED THAT SAID GRANTORS, THEIR HEIRS AND ASSIGNS, SHALL HAVE NO RIGHT TO ENTER UPON THE SURFACE OF SAID LAND, OR TO USE SAID LAND OR ANY PORTION THEREOF TO SAID DEPTH OF FIVE HUNDRED (500) FEET, FOR ANY PURPOSE WHATSOEVER, AS RESERVED IN THE DEED FROM OSCAR IMBACH, ET. AL., RECORDED DECEMBER 20, 1974 IN BOOK 8581, PAGE 201 OFFICIAL RECORDS, AND RE–RECORDED MAY 5, 1975 IN BOOK 8671, PAGE 237 OFFICIAL RECORDS, RECORDS OF SAN BERNARDINO COUNTY AND RECORDED DECEMBER 20, 1974 AS INSTRUMENT NO. 1974–160889 OFFICIAL RECORDS AND RE–RECORDED MARCH 20, 1975 AS INSTRUMENT NO. 1975–31976 OFFICIAL RECORDS OF RIVERSIDE COUNTY.

APN: 0218–311–07–0–000, 0218–311–13–0–000 (FUTURE APN: 1073–151–12–0–000 AND 1073–151–15–0–000)

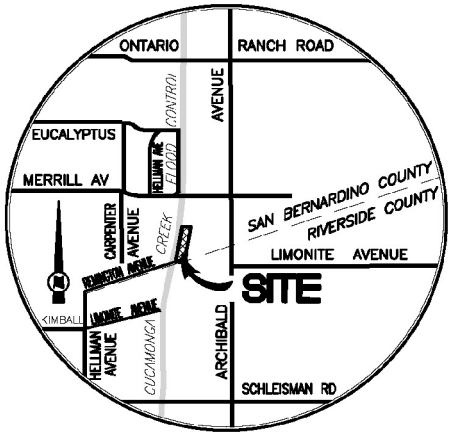
PARCEL C:
A NON–EXCLUSIVE EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS, EGRESS AND ACCESS AND FOR EMERGENCY PEDESTRIAN AND VEHICULAR INGRESS, EGRESS AND ACCESS AS DESCRIBED IN THAT CERTAIN ACCESS EASEMENT AGREEMENT RECORDED JULY 14, 2020 AS INSTRUMENT NO. 2020–0234093 OFFICIAL RECORDS.

EXHIBIT "B"
TO DEVELOPMENT AGREEMENT

Map showing Property and its location

SHEET 1 OF 1

EXHIBIT "B"
LEGAL DESCRIPTION



VICINITY MAP
NOT TO SCALE

EXHIBIT "C"
TO DEVELOPMENT AGREEMENT

Existing Development Approvals

On March 27, 2018 the Planning Commission:

a) Issued Resolution PC18-029 recommending City Council certification of the Colony Commerce Center East Specific Plan EIR (SCH#2017031048).

b) Issued Resolution PC18-030 recommending to City Council approval of the Colony Commerce Center East Specific Plan (File No. PSP16-003).

On April 17, 2018, the City Council:

a) Issued Resolution 2018-034 for the certification of the Colony Commerce Center East Specific Plan EIR (SCH#2017031048).

On May 1, 2018, the City Council:

a) Adopted Ordinance 3097 approving the Colony Commerce Center East Specific Plan (File No. PSP16-003).

EXHIBIT "D"
TO DEVELOPMENT AGREEMENT

Existing Land Use Regulations

These documents are listed for reference only:

1. Colony Commerce Center East Specific Plan (File No. PSP16-003), Ordinance No. 3097.

2. Colony Commerce Center East Specific Plan Environmental Impact Report (SCH #2017031048).

3. City of Ontario Municipal Code
   a. Six – Sanitation & Health
   b. Seven – Public Works
   c. Eight – Building Regulations
   d. Nine – Development Code
   e. Ten – Parks & Recreation

EXHIBIT "E"
TO DEVELOPMENT AGREEMENT

Description of required Infrastructure Improvements

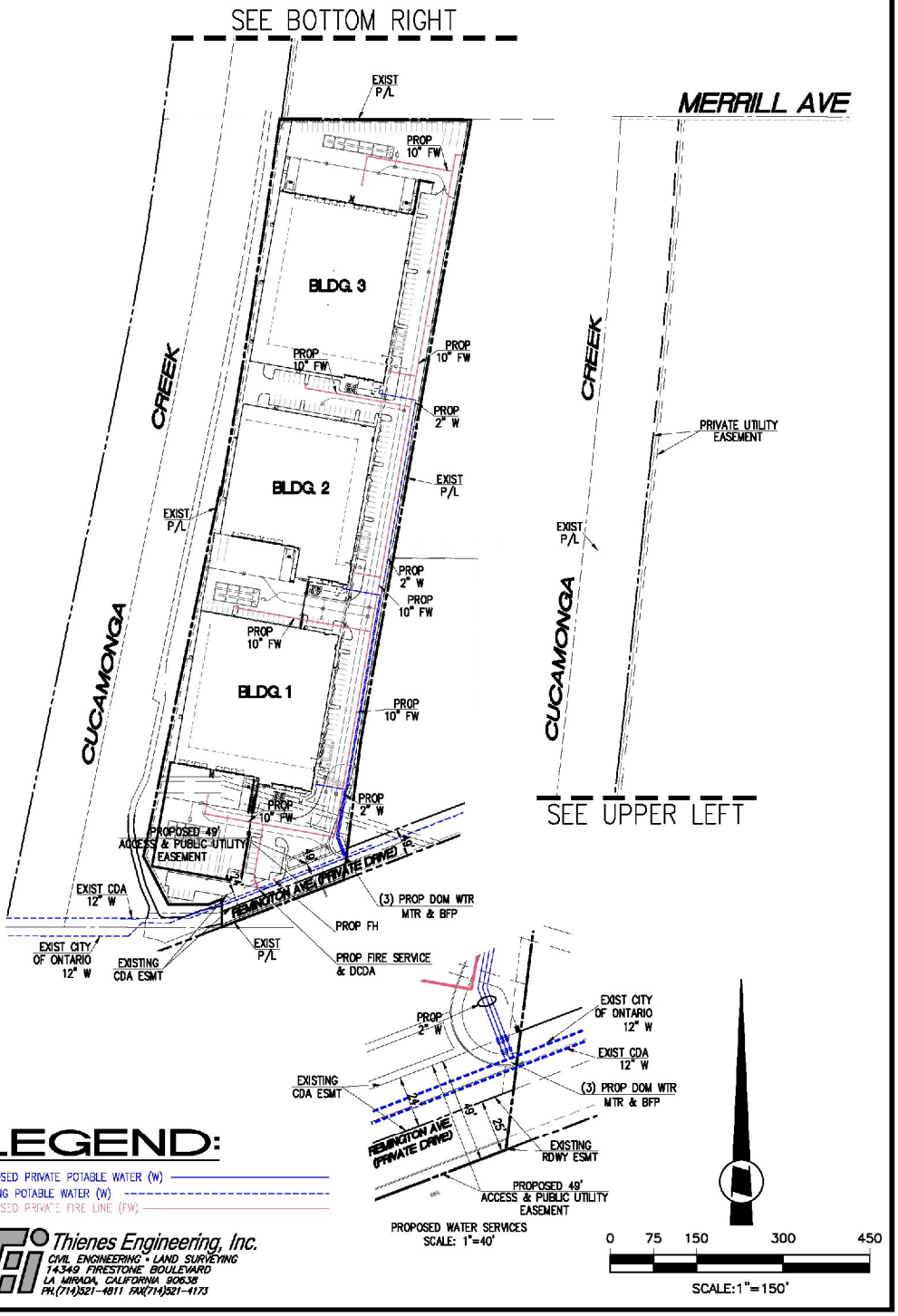
OWNER shall design, construct, and complete including but not limited to the following Street, Sewer, Storm Drain, Potable Water, Recycled Water, and Fiber Optic improvements, prior to OWNER's request for any final certificate of occupancy permit for any building within the Property.

EXHIBIT "F"
TO DEVELOPMENT AGREEMENT

Required Infrastructure Improvements

(SEE ATTACHED)

EXHIBIT "F-1"
REQUIRED WATER
INFRASTRUCTURE IMPROVEMENTS



LEGEND:

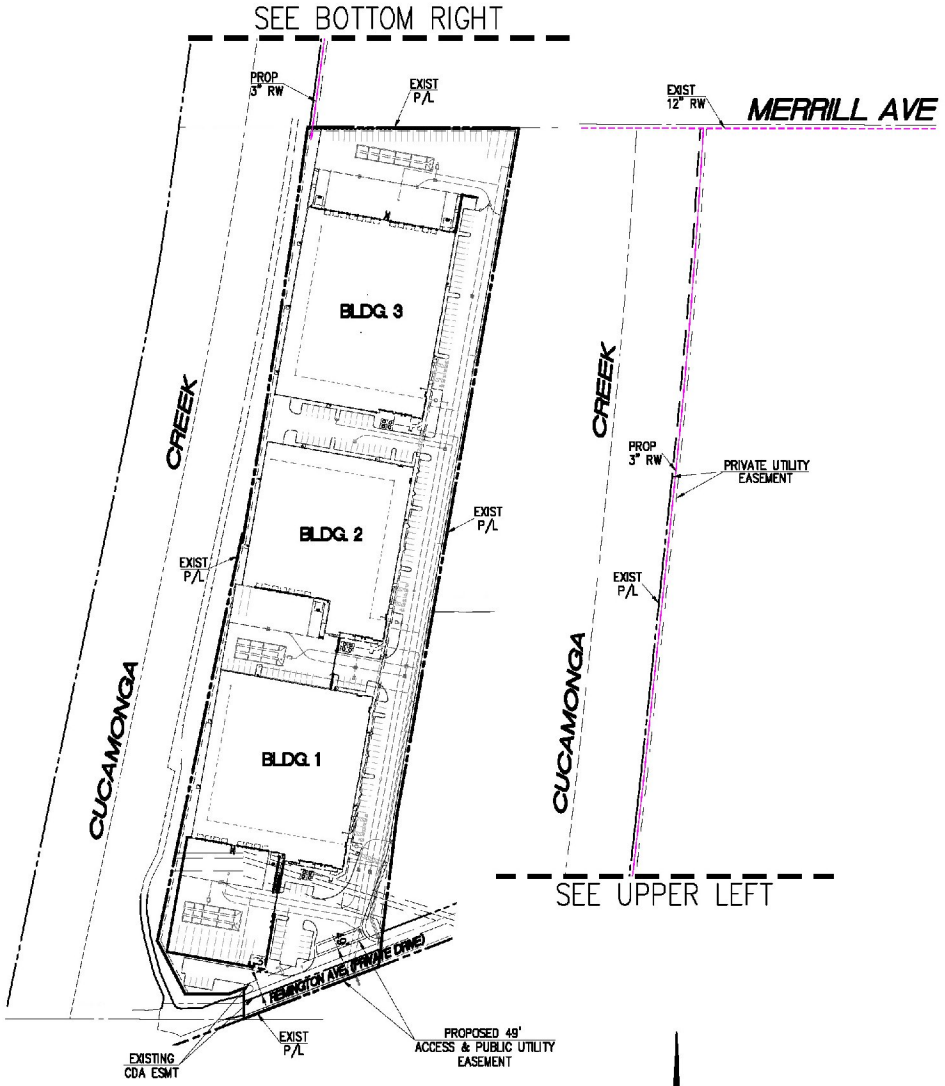
PROPOSED PRIVATE POTABLE WATER (W)

EXISTING POTABLE WATER (W)

PROPOSED PRIVATE FIRE LINE (FW)

Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173

EXHIBIT "F-2"
REQUIRED RECYCLED WATER INFRASTRUCTURE IMPROVEMENTS



LEGEND:

PROPOSED PRIVATE RECYCLED WATER (RW) ——————

EXISTING RECYCLED WATER (RW) - - - - - - - - - -

Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173

EXHIBIT "F-3"
REQUIRED SEWER
INFRASTRUCTURE IMPROVEMENTS

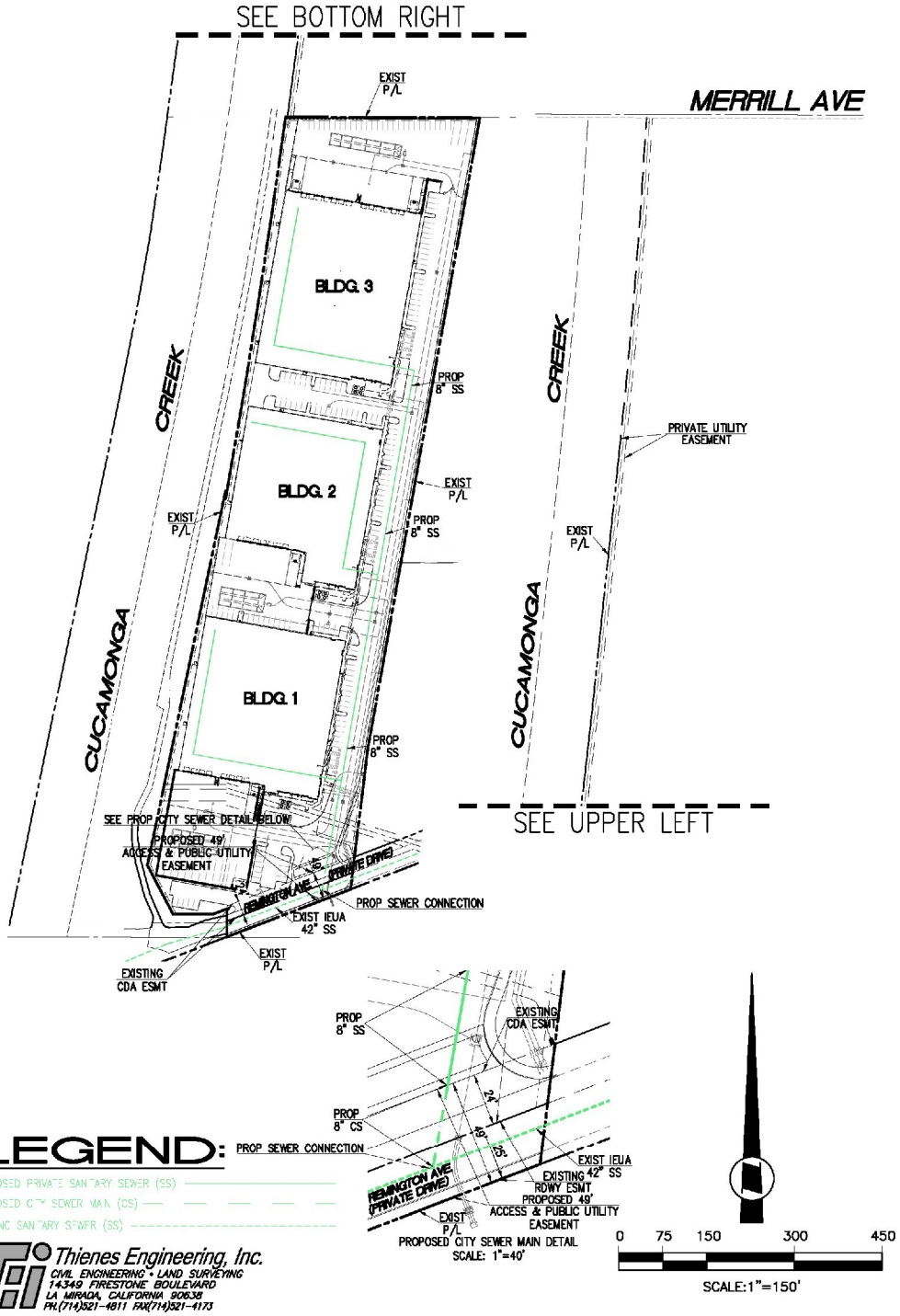


EXHIBIT "F-4"
REQUIRED STORM DRAIN INFRASTRUCTURE IMPROVEMENTS

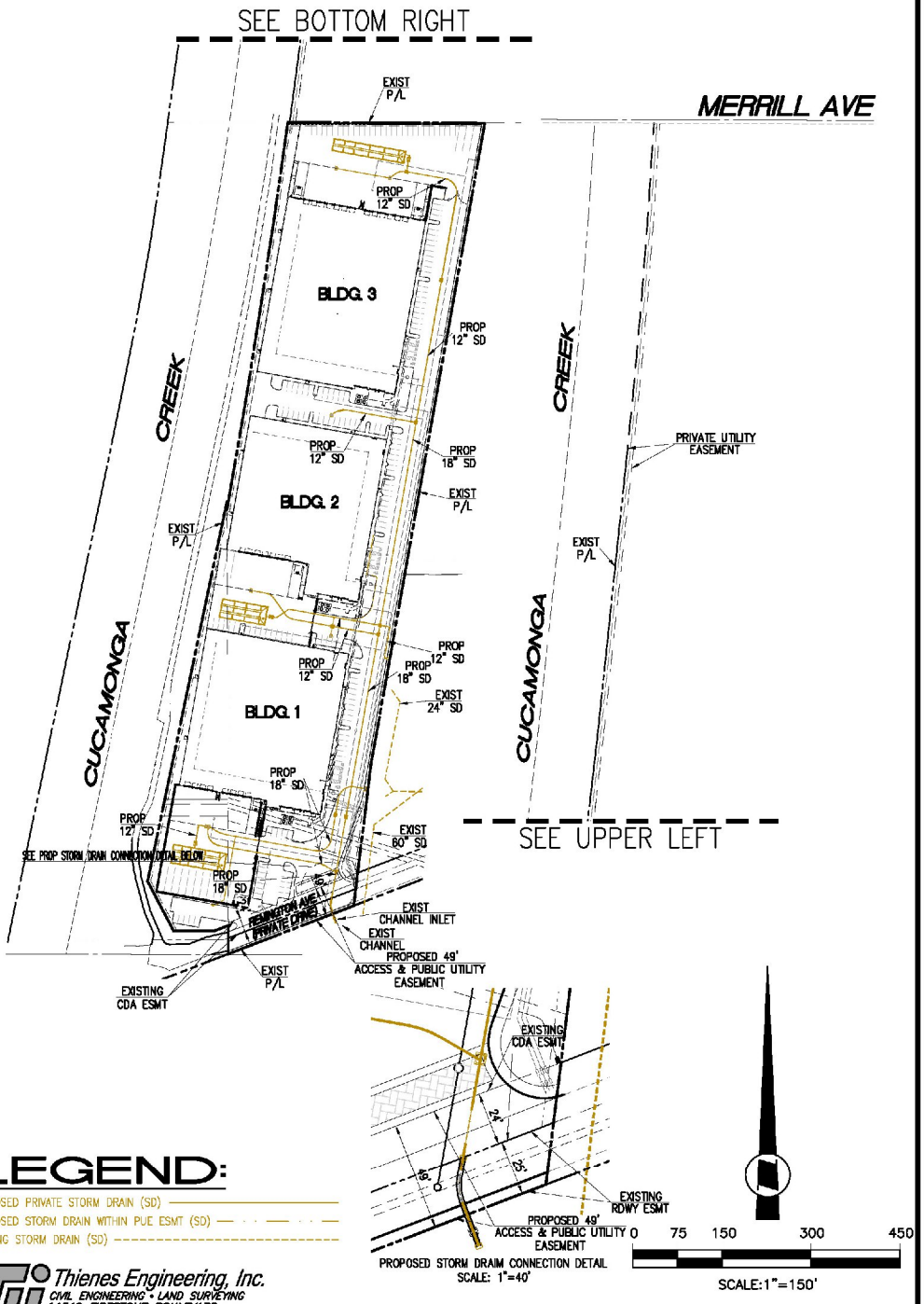
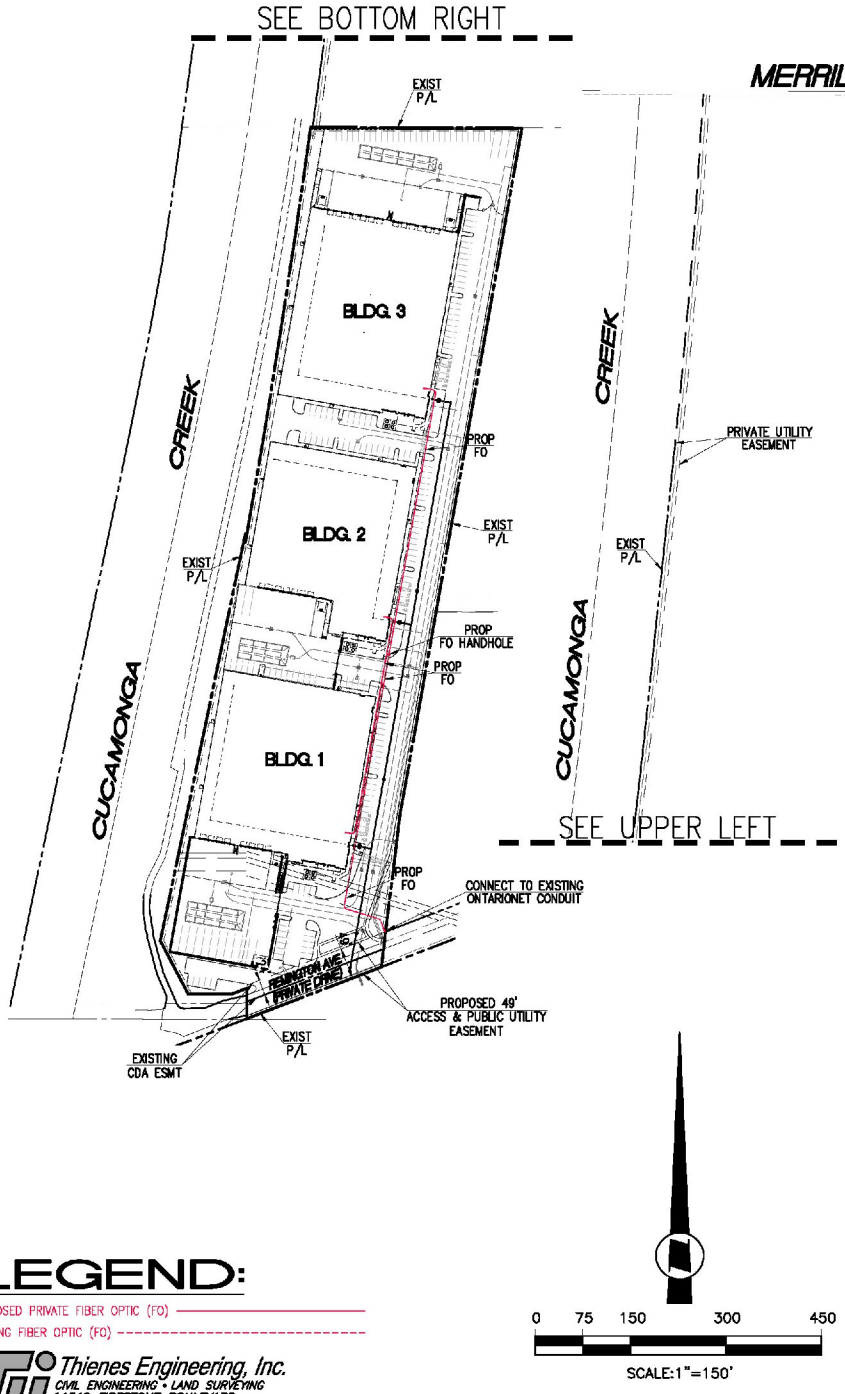


EXHIBIT "F-5"
REQUIRED FIBER OPTIC
INFRASTRUCTURE IMPROVEMENTS



LEGEND:

PROPOSED PRIVATE FIBER OPTIC (FO) ————————

EXISTING FIBER OPTIC (FO) -

Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173

EXHIBIT "G"
TO DEVELOPMENT AGREEMENT

FORM OF CERTIFICATE OF NET MDD AVAILABILITY

Pursuant to Section ___ of this Agreement between the City of Ontario, a California municipal corporation, and _____, a _____ company, hereinafter called "OWNER", the terms and definitions of which are hereby incorporated herein by this reference and hereinafter called "Agreement", the City of Ontario hereby certifies based on CITY receipt of payment of OWNER's share of the funding for the Phase 2 Water Improvements, that OWNER is entitled to the following Net MDD Water Availability.

Amount of Net MDD _____ gpm

_____
Scott Ochoa, City Manager

Dated:_____

Exhibit "H"

FORM OF CERTIFICATE OF REGIONAL DIF CREDIT

Pursuant to Section 4.5.2 of this Agreement by and between the City of Ontario and _____, dated _____, 201_, the terms and definitions of which are hereby incorporated herein by this reference and hereinafter called the "Development Agreement', the City of Ontario hereby certifies that OWNER is entitled to the following amount and nature of DIF Credits in the Regional Water DIF Infrastructure Category:

Amount of Credit: $_____

_____
Scott Ochoa, City Manager

Dated:_____

Exhibit "I-1"

ONTARIO RANCH
WATER SUPPLY PHASING PLAN

Phase 2	Water Availability Equivalency	Estimated Net MDD Available[1]
Phase 2 A		
Supply & Storage		
1. 1 - Additional Ground Water Well and Collection lines - Design and Construction	8,250 gpm[2]	**7,750 gpm**[2]
Pipelines (Transmission & Distribution)[2]		
2. 925 Zone Transmission lines – Design and Construction		
3. Temporary Pressure Reducing Station[3] – Design and Construction		
Phase 2B		
Supply & Storage		
4. 1 – Additional Ground Water Well and Collection lines – Design and Construction	10,500 gpm[2]	**9,860 gpm[2]**
5. 1 – 6 million gallon Reservoir – 925 Zone – Design and Construction		

(1) Upon Completion of the construction of all of the improvements described for each Phase a Certificate of Net MDD Availability shall be issued to Developer for the corresponding amount of Net MDD. Net MDD means the maximum daily demand on the potable water supply, net of the water requirements for public schools and parks. The Water Availability Equivalency includes the estimated requirements for public schools and parks. The amount of Net MDD specified is the cumulative amount for which building permits may be issued upon funding of the corresponding and all preceding Phases of improvements.

(2) The ability of a particular development to utilize Net MDD assigned to it by the Developer will require the completion of design and construction of Master-planned potable and recycled water transmission and distribution pipelines for the respective pressure zone. Other factors may include its location, the particular land use and Water Availability Equivalents assigned to it as specified in Exhibit C-2.

(3) Pressure reducing stations are a component of the pipeline transmission and distribution system.

EXHIBIT "I-2"

Available Water Supply - See Exhibit C-1R for Net MDD Available

Table A - Water Demand Equivalents By Land Use

The Ontario Plan	Potable Water			Recycled Water	
Land Use	Water Demand Factor (ADD)		Water Demand Equivalents (WDE)[2]	Recycled Water Demand Factor[1] (ADD)	Recycled Water Demand Of Total Water Demand
	(gpd/du)	(gpd/ac)	(gpm/unit)	(gpd/ac)	(%)
Detached Dwellings (less than 5 units per acre)	544		0.57	900	28%
Detached or Attached Dwellings (between 5 and 11 units per acre)	464		0.48	1,000	21%
Attached Dwellings (between 11 and 25 units per acre)	323		0.34	1,500	18%
High Density Dwellings (25+ units per acre)	152		0.16	1,500	27%
Commercial Lodging	150		0.16	1,700	50%
Retail/Services Uses		2,200	2.29	2,300	51%
Office Uses		3,400	3.54	2,300	40%
Business Park Uses		2,200	2.29	2,200	50%
Industrial Uses		2,000	2.08	2,200	52%
Institutional Use		2,200	2.29	1,600	42%
Parks		1,000	1.04	1,400	58%
Schools		3,500	3.65	1,600	31%

[1]Recycled Water Demands include irrigation for right-of-way (medians and parkways), neighborhood edge, pocket parks, and common areas.

[2] The WDE is based on the Maximum Day Demand (MDD) with a peaking factor of 1.5 in the NMC for all land use categories.

Table B - Example Water Supply Calculation

Land Use	Acres[1] (gross)	Residential Units	WDE Factor (gpm)	Potable MDD (gpm)	Recycled Water ADD (gpm)
Development					
Detached Dwellings (less than 5 units per acre)	1,284	5,061	0.57	2,868	803
Detached or Attached Dwellings (between 5 and 11 units per acre)	369	2,530	0.48	1,223	256
Attached Dwellings (between 11 and 25 units per acre)	194	3,410	0.34	1,147	202
Retail/Services Uses (per acre)[2]	104		2.29	239	166
TOTAL	**1,950**	**11,001**		**5,477**	**1,428**

Three (3) Wells Are required to Support this example, assuming each well produces 2,000 gpm and connection to the Recycled Water System maximizing Recycled Water Use.

[1] Residential Acres are estimated based on the weighted average derived from the average number of units per land use category.

[2] Commercial acreage is calculated from a total square footage of 1,361,000 SF with an average Floor to Area Ratio (FAR) of 0.30 for commercial services in The Ontario Plan.

Exhibit "JI"

FORM OF PLUME DISCLOSURE LETTER

CITY OF ONTARIO

ONTARIO MUNICIPAL UTILITIES COMPANY

PAUL S. LEON
MAYOR

DEBRA DORST-PORADA
MAYOR PRO TEM

ALAN D. WAPNER
JIM W. BOWMAN
RUBEN VALENCIA
COUNCIL MEMBERS

AL C. BOLING
CITY MANAGER

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT BURTON
UTILITIES GENERAL MANAGER

March 2017

DISCLOSURE NOTICE
SOUTH ARCHIBALD TRICHLOROETHYLENE PLUME

Dear Property Owner/Developer/Applicant:

The City of Ontario ("City") has approved or will be approving development in the Ontario Ranch area in the next few years, subject to the appropriate and required statutory process. This letter is intended to serve as notice to all potential property owners of the existence of a groundwater plume, known as the South Archibald Trichloroethylene (TCE) Plume which may exist in, under or near owner's property.

The groundwater plume is in an area in the central Chino Basin south of the Pomona Freeway, west of Turner Avenue, east of Grove Avenue, and north of Kimball Avenue. The plume primarily consists of TCE, a discontinued industrial solvent, and is subject to a clean-up under the oversight and direction of the Santa Ana Regional Water Quality Control Board ("Regional Board").

The Regional Board's approved clean-up procedure involves the removal and treatment of groundwater containing TCE via groundwater wells to reduce the plume concentrations and control its migration. In addition, the City is providing potable water supplies for domestic purposes to residences with private domestic wells affected by the plume. Finally, the Regional Board will continue to monitor all impacted areas and private domestic wells to ensure that residents' health and the environment are properly safeguarded. These remedial actions are documented in a Remedial Action Plan approved by the Regional Board in September 2016.

Further and current information may be found on the Regional Board's Geotracker website at https://geotracker.waterboards.ca.gov/profile_report?global_id=T10000004658.

Property owners may wish to include this letter as a part of a Real Estate Transfer Disclosure under California Civil Code Section 1102 et seq.

1425 SOUTH BON VIEW - ONTARIO, CALIFORNIA 91761-4406 - (909) 395-2605 - FAX (909) 395-2601

CITY OF ONTARIO *Agenda Report* **June 21, 2022**	**SECTION:** **PUBLIC HEARINGS**
Department: Investments & Revenue Resources Prepared By: Nicole Phillips Staff Member Presenting: Armen Harkalyan, Executive Director of Finance Reviewed By: Cecilia House, Armen Harkalyan Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 20

SUBJECT: **A PUBLIC HEARING TO CONSIDER A RESOLUTION REGARDING THE FORMATION OF THE CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 66 (OLIVE AND OLEANDER); ADOPTION OF A RESOLUTION TO INCUR BONDED INDEBTEDNESS; AND INTRODUCTION OF AN ORDINANCE LEVYING SPECIAL TAXES**

RECOMMENDATION: That the City Council consider and:

A. Adopt a Resolution of Formation of Community Facilities District No. 66 (Olive and Oleander), authorizing the levy of special taxes within the community facilities district, and establishing an appropriations limit for the community facilities district;
B. Adopt a Resolution deeming it necessary to incur bonded indebtedness within Community Facilities District No. 66 (Olive and Oleander);
C. Adopt a Resolution calling a special election for City of Ontario Community Facilities District No. 66 (Olive and Oleander);
D. Adopt a Resolution declaring the results of the special election and directing the recording of a Notice of Special Tax Lien;
E. Introduce and waive further reading of an ordinance levying special taxes within City of Ontario Community Facilities District No. 66 (Olive and Oleander); and
F. Adopt a Resolution authorizing the execution and delivery of an acquisition and funding agreement with Shea Homes Limited Partnership, a California limited partnership.

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 facilities in the residential development of the Olive and Oleander project is estimated to generate approximately $45 million in bond proceeds to

be used to fund a portion of the public infrastructure improvements needed to serve the project. Mello-Roos bonds are not a direct obligation of the City and are paid from special taxes levied on each taxable parcel in the district; therefore, there is no fiscal impact to the General Fund from the issuance of Mello Roos bonds. City Council approval will be required in future years to process annual special tax levies.

BACKGROUND & ANALYSIS: The Mello-Roos Community Facilities Act of 1982 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 various kinds of public infrastructure facilities and City services. Under the Mello-Roos Act the initial steps in the formation of a community facilities district to finance public improvements and City Services are to adopt resolutions declaring the intention to establish a community facilities district, authorize the levy of special taxes, and issue bonds. Accordingly, on May 17, 2022, the City Council approved Resolution No. 2022-042, a Resolution of Intention to establish City of Ontario Community Facilities District No. 66 (Olive and Oleander) and authorize the levy of special taxes; and Resolution No. 2022-043 declaring the City Council's intention to issue bonds for the district. The Resolution of Intention set the public hearing date for the regularly scheduled City Council meeting on June 21, 2022, to consider formation matters.

In the First Amended and Restated Agreement for the Financing and Construction of Limited Infrastructure Improvements to Serve an Easterly Portion of the New Model Colony ("First Amended and Restated Construction Agreement") between the City and NMC Builders, LLC, the City agreed to cooperate with the members of NMC Builders, LLC in the formation of community facilities districts to assist in the financing of the public improvements included in the agreement. Shea Homes LP of California have provided a written petition to the City requesting formation of a community facilities district for the Olive and Oleander project in Ontario Ranch. The Olive and Oleander project addresses the development of approximately 21.09 gross acres located south of Ontario Ranch Road, west of Hamner Avenue, east of Mill Creek Avenue, and north of Edison Avenue. At build out, the project is projected to include 224 units, comprised of 137 attached units and 87 detached units.

Included, as part of the Resolution of Formation is the proposed Rate and Method of Apportionment of Special Tax for the District. Under the proposed Rate and Method of Apportionment, the portion of the maximum annual special tax rates which will be used to fund debt service payments on the bonds is fixed and will not increase over time. As proposed, the amount of bonds authorized for the district ($45 million) is set intentionally higher than the current estimated bond amount (approximately $10.6 million) in order to allow future City Councils the option, without increasing the amount of the annual special taxes, to issue additional bonds to replace and/or construct new public infrastructure improvements in the future, or to fund City services. The term and structure of the Rate and Method of Apportionment of Special Tax for the Olive and Oleander project is consistent with those of previously adopted Rates and Methods of Apportionment for Ontario Ranch community facilities districts. This ensures that the special tax rates levied on all residential property owners in community facilities districts in Ontario Ranch are developed in a consistent and equivalent manner. In addition, under the provisions of the Mello-Roos Act, to ensure that home buyers are making an informed decision, all residential builders in the Ontario Ranch districts will be required to disclose the maximum annual special tax amount to

each homeowner before entering into a sales contract.

Attached are five Resolutions and an Ordinance. The first attached Resolution establishes the community facilities district, with the rate and method of apportionment of special taxes, and authorizes the levy of special taxes within the district. The second attached Resolution deems the necessity of incurring bonded indebtedness for the district. The third attached Resolution calls for a special landowner election to be held on June 21, 2022. The fourth attached Resolution declares the results of the election, including a statement from the City Clerk as to the canvass of ballots, and directs the recording of the Notice of Special Tax Lien. The attached Ordinance authorizes the levying of special taxes, and the final attached, fifth Resolution authorizes the execution and delivery of an acquisition and funding agreement with Shea Homes LP of California.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, OF FORMATION OF THE CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 66 (OLIVE AND OLEANDER FACILITIES), AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN THE COMMUNITY FACILITIES DISTRICT AND ESTABLISHING AN APPROPRIATIONS LIMIT FOR THE COMMUNITY FACILITIES DISTRICT.

WHEREAS, on May 17, 2022, 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. 66 (Olive and Oleander Facilities), and to Authorize the Levy of Special Taxes" (the "Resolution of Intention"), stating its intention to establish a community facilities district (the "Community Facilities District") proposed to be named City of Ontario Community Facilities District No. 66 (Olive and Oleander Facilities), to authorize the levy of a special tax (the "Special Tax") within the Community Facilities District to finance certain public facilities and services and setting the date for a public hearing to be held on the establishment of the Community Facilities District; and

WHEREAS, pursuant to the Resolution of Intention, notice of said public hearing was published in the *Inland Valley Daily Bulletin*, a newspaper of general circulation published in the area of the Community Facilities District, in accordance with the Act; and

WHEREAS, on this date, the City Council opened, conducted and closed said public hearing; and

WHEREAS, pursuant to the Resolution of Intention, each officer of the City who is or will be responsible for providing one or more of the proposed types of public facilities or services was directed to study, or cause to be studied, the proposed Community Facilities District and, at or before said public hearing, file a report with the City Council containing a brief description of the public facilities and services by type that will in his or her opinion be required to adequately meet the needs of the Community Facilities District, and his or her estimate of the cost of providing such public facilities and services; such officers were also directed to estimate the fair and reasonable cost of the public facilities proposed to be purchased as completed public facilities and of the incidental expenses proposed to be paid; and

WHEREAS, said report was so filed with the City Council and made a part of the record of said public hearing; and

WHEREAS, at the hearing, the testimony of all persons for or against the establishment of the Community Facilities District, the extent of the Community Facilities District and the furnishing of the specified types of public facilities and services was heard; and

WHEREAS, written protests against the establishment of the Community Facilities District, the furnishing of any specified type or types of facilities and services within the Community Facilities District or the levying of the Special Tax were not made or filed at or before said hearing by 50% or more of the registered voters, or six registered voters, whichever is more, residing within the territory proposed to be included in the Community Facilities District, or the owners of one-half or more of the area of land in the territory proposed to be included in the Community Facilities District and not exempt from the Special Tax; and

WHEREAS, there has been filed with the City Clerk of the City a letter from the Registrar of Voters of the County of San Bernardino indicating that no persons were registered to vote within the territory of the proposed Community Facilities District as of May 23, 2022, and, accordingly, that 12 or more persons have not been registered to vote within the territory of the proposed Community Facilities District for each of the 90 days preceding the close of said public hearing; and

WHEREAS, Section 53314.9 of the Act provides that, at any time either before or after the formation of a community facilities district, the legislative body may accept advances of funds from any source, including, but not limited to, private persons or private entities and may provide, by resolution, for the use of those funds for any authorized purpose, including, but not limited to, paying any cost incurred by the local agency in creating a community facilities district; and

WHEREAS, Section 53314.9 of the Act further provides that the legislative body may enter into an agreement, by resolution, with the person or entity advancing the funds, to repay all or a portion of the funds advanced, as determined by the legislative body, with or without interest, under all the following conditions: (a) the proposal to repay the funds is included in both the resolution of intention to establish a community facilities district adopted pursuant to Section 53521 of the Act and in the resolution of formation to establish a community facilities district pursuant to Section 53325.1 of the Act, (b) any proposed special tax is approved by the qualified electors of the community facilities district pursuant to the Act, and (c) any agreement shall specify that if the qualified electors of the community facilities district do not approve the proposed special tax, the local agency shall return any funds which have not been committed for any authorized purpose by the time of the election to the person or entity advancing the funds; and

WHEREAS, the City and Shea Homes Limited Partnership (“Shea Homes”) entered into a Deposit and Reimbursement Agreement, dated as of January 1, 2022 (the “Deposit Agreement”), that provides for the advancement of funds by Shea Homes to be used to pay costs incurred in connection with the establishment of the Community Facilities District and the issuance of special tax bonds thereby, and provides for the reimbursement to Shea Homes of such funds advanced, without interest, from the proceeds of any such bonds issued by the Community Facilities District; and

WHEREAS, in accordance with Section 53314.9 of the Act, the City desires to accept such advances and to reimburse Shea Homes therefor, without interest, from the proceeds of special tax bonds issued by 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.

SECTION 2. The Community Facilities District is hereby established pursuant to the Act.

SECTION 3. The Community Facilities District is hereby named "City of Ontario Community Facilities District No. 66 (Olive and Oleander Facilities)."

SECTION 4. The public facilities (the "Facilities") proposed to be financed by the Community Facilities District pursuant to the Act are described under the caption "Facilities" on Exhibit A hereto, which is by this reference incorporated herein. Those Facilities proposed to be purchased as completed public facilities are described under the caption "Facilities to be Purchased" on Exhibit A hereto. The services (the "Services") proposed to be financed by the Community Facilities District pursuant to the Act are described under the caption "Services" on Exhibit A hereto. The incidental expenses proposed to be incurred are described under the caption "Incidental Expenses" on Exhibit A hereto. All or any portion of the Facilities may be financed through a financing plan, including, but not limited to, a lease, lease-purchase or installment-purchase arrangement.

SECTION 5. The proposed Special Tax to be levied within the Community Facilities District has not been precluded by majority protest pursuant to Section 53324 of the Act.

SECTION 6. Except where funds are otherwise available, the Special Tax sufficient to pay for all Facilities and Services, secured by recordation of a continuing lien against all nonexempt real property in the Community Facilities District, will be annually levied within the Community Facilities District. The rate and method of apportionment of the Special Tax (the "Rate and Method"), in sufficient detail to allow each landowner within the proposed Community Facilities District to estimate the maximum amount that he or she will have to pay, is described in Exhibit B attached hereto, which is by this reference incorporated herein. The conditions under which the obligation to pay the Special Tax to pay for Facilities may be prepaid and permanently satisfied are specified in the Rate and Method. The Special Tax will be collected in the same manner as ordinary *ad valorem* property taxes or in such other manner as the City Council shall determine, including direct billing of the affected property owners.

SECTION 7. The Special Tax may only finance the Services to the extent that they are in addition to those provided in the territory of the Community Facilities District before the Community Facilities District is created. The Services may not supplant services already available within that territory when the Community Facilities District is created.

SECTION 8. The tax year after which no further Special Tax to pay for Facilities will be levied against any parcel used for private residential purposes is specified in the Rate and Method. Under no circumstances shall the Special Tax to pay for Facilities in any fiscal year against any parcel used for private residential purposes be increased as a consequence of delinquency or default by the owner or owners of any other parcel or parcels within the Community Facilities 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. For purposes of this paragraph, a parcel shall be considered "used for private residential purposes" not later than the date on which an occupancy permit for private residential use is issued.

SECTION 9. Pursuant to Section 53344.1 of the Act, the City Council hereby reserves to itself the right and authority to allow any interested owner of property within the Community Facilities District, subject to the provisions of said Section 53344.1 and to those conditions as it may impose, and any applicable prepayment penalties as prescribed in the bond indenture or comparable instrument or document, to tender to the Community Facilities District treasurer in full payment or part payment of any installment of the Special Tax or the interest or penalties thereon which may be due or delinquent, but for which a bill has been received, any bond or other obligation secured thereby, the bond or other obligation to be taken at par and credit to be given for the accrued interest shown thereby computed to the date of tender.

SECTION 10. The name, address and telephone number of the office that will be responsible for preparing annually a current roll of Special Tax levy obligations by assessor's parcel number and that will be responsible for estimating further Special Tax levies pursuant to Section 53340.2 of the Act are as follows: Management Analyst, Financial Services, City of Ontario, 303 East B Street, Ontario, California 91764, (909) 395-2341.

SECTION 11. Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the California Streets and Highways Code, a continuing lien to secure each levy of the Special Tax shall attach to all nonexempt real property in the Community Facilities District and this lien shall continue in force and effect until the Special Tax obligation is prepaid and permanently satisfied and the lien canceled in accordance with law or until collection of the tax by the City Council ceases.

SECTION 12. The boundary map of the Community Facilities District has been recorded in San Bernardino County in Book 90 at Page 34 of Maps of Assessments and Community Facilities Districts in the San Bernardino County Recorder's Office (Document No. 2022-0191539).

SECTION 13. The annual appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, of the Community Facilities District is hereby established at $45,000,000.

SECTION 14. Pursuant to the provisions of the Act, the levy of the Special Tax and a proposition to establish the appropriations limit specified above shall be subject to the approval of the qualified electors of the Community Facilities District at a special election. The City Council hereby finds and determines that no persons were registered

to vote within the territory of the proposed Community Facilities District as of May 23, 2022, and that 12 or more persons have not been registered to vote within the territory of the Community Facilities District for each of the 90 days preceding the close of the public hearing held by the City Council on the establishment of the Community Facilities District. Accordingly, pursuant to Section 53326 of the Act, the vote shall be by the landowners of the Community Facilities District and each person who is the owner of land as of the close of said public hearings, or the authorized representative thereof, shall have one vote for each acre or portion of an acre that he or she owns within the Community Facilities District not exempt from the Special Tax. The voting procedure shall be by mailed or hand-delivered ballot.

SECTION 15. Shea Homes has heretofore advanced certain funds, and may advance additional funds, which have been or may be used to pay costs incurred in connection with the creation of the Community Facilities District and the issuance of special tax bonds thereby. The City Council has previously approved the acceptance of such funds for the purpose of paying costs incurred in connection with the creation of the Community Facilities District and the issuance of special tax bonds thereby. The City Council proposes to repay all or a portion of such funds expended for such purpose, solely from the proceeds of such bonds, pursuant to the Deposit Agreement. The Deposit Agreement is hereby incorporated herein as though set forth in full herein.

SECTION 16. The City Council hereby finds and determines that all proceedings up to and including the adoption of this Resolution were valid and in conformity with the requirements of the Act. In accordance with Section 53325.1 of the Act, such finding shall be final and conclusive.

SECTION 17. All actions heretofore taken by the officers, employees and agents of the City with respect to the establishment of the Community Facilities District, or in connection with or related to any of the matters referred to herein, are hereby approved, confirmed and ratified.

SECTION 18. The officers, employees and agents of the City are hereby authorized and directed to take all actions and do all things which they, or any of them, may deem necessary or desirable to accomplish the purposes of this Resolution and not inconsistent with the provisions hereof.

SECTION 19. 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 June 2022.

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. 2022- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held June 21, 2022 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. 2022- duly passed and adopted by the Ontario City Council at their regular meeting held June 21, 2022.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT A

FACILITIES, SERVICES AND INCIDENTAL EXPENSES

Facilities

The types of facilities to be financed by the Community Facilities District are street and bridge improvements, including grading, paving, curbs and gutters, sidewalks, street signalization and signage, street lights and parkway and landscaping related thereto, domestic and recycled water distribution facilities, sewer collection facilities, solid waste facilities, storm drainage facilities, park and recreation facilities and equipment, aquatic facilities and equipment, fire facilities and equipment, police facilities and equipment, library facilities and equipment, fiber optic telecommunication system facilities, general governmental office, administrative and meeting facilities, and land, rights-of-way and easements necessary for any of such facilities.

Facilities to be Purchased

The types of facilities to be purchased as completed facilities are street and bridge improvements, including grading, paving, curbs and gutters, sidewalks, street signalization and signage, street lights and parkway and landscaping related thereto, domestic and recycled water distribution facilities, sewer collection facilities, solid waste facilities, storm drainage facilities, park and recreation facilities and equipment, aquatic facilities and equipment, fire facilities and equipment, police facilities and equipment, library facilities and equipment, fiber optic telecommunication system facilities, general governmental office, administrative and meeting facilities, and land, rights-of-way and easements necessary for any of such facilities.

Services

The types of services to be financed by the Community Facilities District are police protection services, fire protection and suppression services, ambulance and paramedic services, maintenance and lighting of parks, parkways, streets, roads and open space, flood and storm protection services and maintenance and operation of any real property or other tangible property with an estimated useful life of five or more years that is owned by the City.

Incidental Expenses

The incidental expenses proposed to be incurred include the following:

(a) the cost of planning and designing public facilities to be financed, including the cost of environmental evaluations of those facilities;

(b) the costs associated with the creation of the Community Facilities District, issuance of bonds, determination of the amount of taxes, collection of taxes, payment of taxes, or costs otherwise incurred in order to carry out the authorized purposes of the Community Facilities District; and

(c) any other expenses incidental to the construction, completion, and inspection of the authorized work.

EXHIBIT B

PROPOSED RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

EXHIBIT B

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 66
(OLIVE AND OLEANDER FACILITIES)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

Special Taxes shall be levied on all Assessor's Parcels in the City of Ontario Community Facilities District No. 66 (Olive and Oleander Facilities) ("CFD No. 66") and collected each Fiscal Year, commencing in Fiscal Year 2022-23, in an amount determined by the City Council of the City of Ontario through the application of the Rate and Method of Apportionment, as described below. All of the real property in CFD No. 66, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or **"Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Subdivision Map, parcel map, condominium plan, or other recorded County map.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1 of Division 2 of Title 5 of the California Government Code.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 66: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or CFD No. 66 or both); the costs of collecting the Special Taxes (whether by the County or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City or CFD No. 66 of complying with arbitrage rebate requirements; the costs to the City or CFD No. 66 of complying with City, CFD No. 66, or obligated persons disclosure requirements associated with applicable federal and state securities laws and of the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs of the City or CFD No. 66 related to the analysis and reduction, if any, of the Special Tax on Single Family Property in accordance with Section C.1 herein; the costs of the City or CFD No. 66 related to an appeal of the Special Tax; the costs associated with the release of funds from any escrow account; the City's administration fees and third party expenses; the costs of City staff time and reasonable overhead relating to CFD No. 66; and amounts estimated or advanced by the City or CFD No. 66 for any other

administrative purposes of the CFD, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Assessor's Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel Number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" means, with respect to an Assessor's Parcel, that number assigned to such Assessor's Parcel by the County for purposes of identification.

"Assigned Special Tax" means the Special Tax for each Land Use Class of Developed Property, as determined in accordance with Section C.1.a.2 below.

"Backup Special Tax" means the Special Tax for each Land Use Class of Developed Property, as determined in accordance with Section C.1.a.3 below.

"Bonds" means any bonds or other debt (as defined in Section 53317(d) of the Act) issued by CFD No. 66 under the Act and payable from Special Taxes.

"Buildable Lot" means an individual lot, within a Final Subdivision Map or an area expected by CFD No. 66 to become Final Mapped Property, such as the area within a Tentative Tract Map, for which a building permit may be issued without further subdivision of such lot.

"CFD Administrator" means an official of the City responsible for determining the Special Tax Requirement, providing for the levy and collection of the Special Taxes, and performing the other duties provided for herein.

"CFD No. 59" means City of Ontario Community Facilities District No. 59 (Gateway Services).

"CFD No. 66" means City of Ontario Community Facilities District No. 66 (Olive and Oleander Facilities).

"City" means the City of Ontario, California.

"City Council" means the City Council of the City, acting as the legislative body of CFD No. 66.

"Contractual Impositions" means (a) a voluntary contractual assessment established and levied on an Assessor's Parcel pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (commencing with Section 5898.10 *et seq.*), as amended from time to time, (b) a special tax established and levied on an Assessor's Parcel pursuant to Section 53328.1 of the California Government Code and related provisions of the Act, as amended from time to time, and (c) any other fee, charge, tax, or assessment established and levied on an individual Assessor's Parcel pursuant to a

contractual agreement or other voluntary consent by the owner thereof (e.g., property owner association assessments).

"County" means the County of San Bernardino.

"Designated Buildable Lot" means a Buildable Lot for which a building permit has not been issued by the City as of the date of calculation of the Backup Special Tax.

"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, 2021, and before May 1 of the prior Fiscal Year.

"Expected Residential Lot Count" means 224 Buildable Lots of Single Family Property or, as determined by the CFD Administrator, the number of Buildable Lots of Single Family Property based on the most recent Tentative Tract Map(s) or most recently recorded Final Subdivision Map(s) or modified Final Subdivision Map(s).

"Facilities" means the public facilities authorized to be financed, in whole or in part, by CFD No. 66.

"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).

"Final Subdivision Map" means a final tract map, parcel map, or lot line adjustment approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or a condominium plan recorded in accordance with California Civil Code Section 4285 that, in either case, creates individual lots for which building permits may be issued without further subdivision.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Indenture" means the indenture, fiscal agent agreement, resolution, or other instrument pursuant to which Bonds are issued, as modified, amended, and/or supplemented from time to time.

"Land Use Class" means any of the classes listed in Table 1 below.

"Lower Income Household Welfare Exemption Property" means, for each Fiscal Year, an Assessor's Parcel within the boundaries of CFD No. 66 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.

"Maximum Special Tax" means, with respect to an Assessor's Parcel of Taxable Property, the Maximum Special Tax determined in accordance with Section C.1 below that can be levied in any Fiscal Year on such Assessor's Parcel of Taxable Property.

"Minimum Sale Price" means the minimum price at which Units of a given Land Use Class have sold or are expected to be sold in a normal marketing environment and shall not include prices for such Units that are sold at a discount to expected sales prices for the purpose of stimulating the initial sales activity with respect to such Land Use Class.

"Non-Residential Property" means all Assessor's Parcels of Developed Property for which a building permit was issued by the City permitting the construction of one or more non-residential structures or facilities.

"Other Residential Property" means all Assessor's Parcels of Developed Property for which a building permit was issued by the City for purposes of constructing Units, excluding Single Family Attached Property and Single Family Detached Property.

"Outstanding Bonds" means all Bonds which are outstanding under and in accordance with the provisions of the Indenture.

"Price Point Consultant" means any consultant or firm of such consultants selected by CFD No. 66 that (a) has substantial experience in performing price point studies for residential units within community facilities districts established under the Act or otherwise estimating or confirming pricing for residential units in such community facilities districts, (b) has recognized expertise in analyzing economic and real estate data that relates to the pricing of residential units in such community facilities districts, (c) is in fact independent and not under the control of CFD No. 66 or the City, (d) does not have any substantial interest, direct or indirect, with or in (i) CFD No. 66, (ii) the City, (iii) any owner of real property in CFD No. 66, or (iv) any real property in CFD No. 66, and (e) is not connected with CFD No. 66 or the City as an officer or employee thereof, but who may be regularly retained to make reports to CFD No. 66 or the City.

"Price Point Study" means a price point study or a letter updating a previous price point study prepared by the Price Point Consultant pursuant to Section C herein.

"Property Owner Association Property" means, for each Fiscal Year, any property within the boundaries of CFD No. 66 that was owned by a property owner association, including any master or sub-association, as of January 1 of the prior Fiscal Year.

"Proportionately" means (a) for Developed Property in the first step of Section D below, that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels of Developed Property; however, for Developed Property in the fourth step of Section D below, Proportionately means that the amount of the increase above the Assigned Special Tax, if necessary, is equal for all Assessor's Parcels of Developed Property, except that if the Backup Special Tax limits the increase on any

Assessor's Parcel(s), then the amount of the increase shall be equal for the remaining Assessor's Parcels; (b) for Final Mapped Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels of Final Mapped Property; (c) for Undeveloped Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels of Undeveloped Property; (d) for Taxable Property Owner Association Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels of Taxable Property Owner Association Property; and (e) for Taxable Public Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels of Taxable Public Property.

"Public Property" means, for each Fiscal Year, property within the boundaries of CFD No. 66 that is (a) owned by, irrevocably offered to, or dedicated to the federal government, the State, the County, the City, or any local government or other public agency or (b) encumbered by an easement for purposes of public or utility right-of-way that makes impractical its use for any purpose other than that set forth in such easement; provided that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified according to its use.

"Rate and Method of Apportionment" means this Rate and Method of Apportionment of Special Tax.

"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 CFD No. 66. 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 below is approved that results in a change in the actual Square Footage.

"Residential Property" means, for each Fiscal Year, an Assessor's Parcel for which a building permit for new construction of one or more Units was issued after January 1, 2021, and before May 1 of the prior Fiscal Year.

"Services" means the services authorized to be financed, in whole or in part, by CFD No. 66.

"Single Family Attached Property" means all Assessor's Parcels of Developed Property for which a building permit or use permit was issued for construction of a residential structure consisting of two or more Units that share common walls, have separate Assessor's Parcel Numbers assigned to them (except for a duplex unit, which may share an Assessor's Parcel with another duplex unit), and may be purchased by individual homebuyers (which shall still be the case even if the Units are purchased and subsequently offered for rent by the owner of the Unit), including such residential

structures that meet the statutory definition of a condominium contained in California Civil Code Section 4125.

"Single Family Detached Property" means all Assessor's Parcels of Developed Property for which a building permit was issued for construction of a Unit, on one legal lot, that does not share a common wall with another Unit.

"Single Family Property" means all Assessor's Parcels of Single Family Attached Property and Single Family Detached Property.

"Special Tax" means the special tax authorized by the qualified electors of CFD No. 66 to be levied within the boundaries of CFD No. 66 to pay for Facilities and Services.

"Special Tax 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 CFD No. 66 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, including, but not limited to, credit enhancement and rebate payments on the Bonds; (iii) pay a pro rata share of Administrative Expenses; (iv) provide any amounts required to establish or replenish any reserve fund for the Bonds; (v) pay directly for acquisition or construction of Facilities, or the cost of Services, to the extent that the inclusion of such amounts does not increase the Special Tax levy on Final Mapped Property or Undeveloped Property; and (vi) provide an amount equal to Special Tax delinquencies based on the historical delinquency rate for the Special Tax as determined by the CFD Administrator.

"Square Footage" or **"Sq. Ft."** means the floor area square footage reflected on the original construction building permit, or as set forth in other official records maintained by the City's Building Department or other appropriate means selected by CFD No. 66, issued for construction of Residential Property or Non-Residential Property, plus any square footage subsequently added to a building of Non-Residential Property after issuance of a building permit for expansion or renovation of such building.

"State" means the State of California.

"Taxable Property" means, for each Fiscal Year, all of the Assessor's Parcels within the boundaries of CFD No. 66 that are not exempt from the Special Taxes pursuant to law or Section E below.

"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 Taxes pursuant to Section E below.

"Taxable Public Property" means, for each Fiscal Year, all Assessor's Parcels of Public Property that are not exempt from the Special Taxes pursuant to law or Section E below.

"Tentative Tract Map" means a map: (i) showing a proposed subdivision of an Assessor's Parcel(s) and the conditions pertaining thereto; (ii) that may or may not be based on a detailed survey; and (iii) that is not recorded by the County to create legal lots.

"Total Tax Burden" means, for a Unit within a Land Use Class, for the Fiscal Year in which the Total Tax Burden is being calculated, the sum of (a) the Assigned Special Tax for such Land Use Class for such Fiscal Year, plus (b) the CFD No. 59 special tax for services for such Land Use Class for such Fiscal Year, plus (c) the *ad valorem* property taxes, special assessments, special taxes for any overlapping community facilities districts, and any other governmental fees, charges (other than fees or charges for services such as sewer and trash), taxes, and assessments (which do not include Contractual Impositions) collected by the County on *ad valorem* tax bills and that the CFD Administrator estimates would be levied or imposed on such Unit in such Fiscal Year if the residential dwelling unit thereon or therein had been completed and sold, and was subject to such fees, charges, taxes, and assessments in such Fiscal Year.

"Trustee" means the trustee or fiscal agent under the Indenture.

"TTM 20265" means Tentative Tract Map No. 20265, the area of which is located within CFD No. 66.

"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.

"Unit" means an individual single-family detached or attached home, townhome, condominium, apartment, or other residential dwelling unit, including each separate living area within a half-plex, duplex, triplex, fourplex, or other residential structure.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year, beginning with Fiscal Year 2022-23, all Taxable Property within CFD No. 66 shall be classified as Developed Property, Final Mapped Property, Taxable Public Property, Taxable Property Owner Association Property, or Undeveloped Property and shall be subject to Special Taxes in accordance with the Rate and Method of Apportionment as determined pursuant to Sections C and D below. Assessor's Parcels of Developed Property shall be further classified as Single Family Detached Property or Single Family Attached Property, Other Residential Property, or Non-Residential Property. Assessor's Parcels of Single Family Detached Property shall be assigned to Land Use Classes 1 through 5 and Assessor's Parcels of Single Family Attached Property shall be assigned to Land Use Classes 6 through 10, as listed in Table 1 below based on the Residential Floor Area of the Units on such Assessor's Parcels. Other Residential Property shall be assigned to Land Use Class 11, and Non-Residential Property shall be assigned to Land Use Class 12.

C. MAXIMUM SPECIAL TAX

1. Special Tax

At least 30 days prior to the issuance of Bonds, the Assigned Special Tax on Developed Property (set forth in Table 1 below) shall be analyzed in accordance with and subject to the conditions set forth in this Section C. At such time, CFD No. 66 shall select and engage a Price Point Consultant and the CFD Administrator shall request the Price Point Consultant to prepare a Price Point Study setting forth the Minimum Sale Price of Units within each Land Use Class. If based upon such Price Point Study the CFD Administrator calculates that the Total Tax Burden applicable to Units within one or more Land Use Classes of Single Family Property to be constructed within CFD No. 66 exceeds 1.95% of the Minimum Sale Price of such Units, the Assigned Special Tax shall be reduced to the extent necessary to cause the Total Tax Burden that shall apply to Units within such Land Use Class(es) not to exceed 1.95% of the Minimum Sale Price of such Units.

Each Assigned Special Tax reduction for a Land Use Class shall be calculated by the CFD Administrator separately, and it shall not be required that such reduction be proportionate among Land Use Classes. In connection with any reduction in the Assigned Special Tax, the Backup Special Tax shall also be reduced by the CFD Administrator based on the percentage reduction in Maximum Special Tax revenues within the Tentative Tract Map area(s) where the Assigned Special Tax reductions occurred. Upon determining the reductions, if any, in the Assigned Special Tax and Backup Special Tax required pursuant to this Section C, the CFD Administrator shall complete the Certificate of Modification of Special Tax substantially in the form attached hereto as Exhibit 1 (the "Certificate of Modification"), shall execute such completed Certificate of Modification, and shall deliver such executed Certificate of Modification to CFD No. 66. Upon receipt thereof, if in satisfactory form, CFD No. 66 shall execute such Certificate of Modification. The reduced Assigned Special Tax and Backup Special Tax specified in such Certificate of Modification shall become effective upon the execution of such Certificate of Modification by CFD No. 66.

The Special Tax reductions required pursuant to this section shall be reflected in an amended notice of Special Tax lien, which CFD No. 66 shall cause to be recorded with the County Recorder as soon as practicable after execution of the Certificate of Modification by CFD No. 66. The reductions in this section apply to Single Family Property, but not to Other Residential Property or Non-Residential Property.

a. Developed Property

1) *Maximum Special Tax*

The Maximum Special Tax that may be levied in any Fiscal Year for each Assessor's Parcel classified as Developed Property shall

be the greater of (i) the amount derived by application of the Assigned Special Tax or (ii) the amount derived by application of the Backup Special Tax. The Maximum Special Tax shall not increase in future years, other than as calculated pursuant to Section C.1.a.3 below.

2) *Assigned Special Tax*

The Assigned Special Tax that may be levied in any Fiscal Year for each Land Use Class is shown below in Table 1.

TABLE 1
ASSIGNED SPECIAL TAX – DEVELOPED PROPERTY

Land Use Class	Description	Residential Floor Area (Square Footage)	Assigned Special Tax
1	Single Family Detached Property	< 2,001	$3,775 per Unit
2	Single Family Detached Property	2,001 – 2,200	$4,031 per Unit
3	Single Family Detached Property	2,201 – 2,400	$4,190 per Unit
4	Single Family Detached Property	2,401 – 2,600	$4,509 per Unit
5	Single Family Detached Property	> 2,600	$4,616 per Unit
6	Single Family Attached Property	< 1,301	$2,958 per Unit
7	Single Family Attached Property	1,301 – 1,450	$3,216 per Unit
8	Single Family Attached Property	1,451 – 1,600	$3,388 per Unit
9	Single Family Attached Property	1,601 – 1,750	$3,602 per Unit
10	Single Family Attached Property	> 1,750	$3,860 per Unit
11	Other Residential Property		$74,898 per Acre
12	Non-Residential Property		$74,898 per Acre

3) Backup Special Tax

The Backup Special Tax shall be $4,243 per Unit for Single Family Detached Property and $3,412 for Single Family Attached Property. However, if the Expected Residential Lot Count does not equal 87 for Single Family Detached Property or 137 for Single Family Attached Property, and the City has not issued Bonds, then the Backup Special Tax for Designated Buildable Lots of Single Family Property shall be calculated separately for Single Family Detached Property and Single Family Attached Property according to the following formula:

Backup Special Tax = $369,163 ÷ Expected Residential Lot Count for Single Detached Family Property

Or $467,376 ÷ Expected Residential Lot Count for Single Attached Family Property

If any portion of a Final Subdivision Map, or any area expected by CFD No. 66 to become Final Mapped Property, such as the area within TTM 20265, or any other Tentative Tract Map, changes any time after the City has issued Bonds, causing an adjustment to the number of Designated Buildable Lots, then the Backup Special Tax for all Designated Buildable Lots of Single Family Detached Property and Single Family Attached Property subject to the change shall be calculated according to the following steps:

Step 1: Determine the total Backup Special Tax that could have been collected from Designated Buildable Lots, separately for Single Family Detached Property and Single Family Attached Property, prior to the Final Subdivision Map or expected Final Mapped Property change.

Step 2: Divide the amount determined in Step 1 by the number of Designated Buildable Lots, separately for Single Family Detached Property and Single Family Attached Property, that exists after the Final Subdivision Map or expected Final Mapped Property change.

Step 3: Apply the amount determined in Step 2 as the Backup Special Tax per Unit for Single Family Detached Property and Single Family Attached Property.

The Backup Special Tax for an Assessor's Parcel shall not change once an Assessor's Parcel is classified as Developed Property.

b. Final Mapped Property, Taxable Public Property, Taxable Property Owner Association Property, and Undeveloped Property

The Maximum Special Tax for Final Mapped Property, Taxable Public Property, Taxable Property Owner Association Property, and Undeveloped Property shall be $74,898 per Acre, and shall not be subject to increase or reduction and, therefore, shall remain the same in every Fiscal Year.

2. 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 levied on such Assessor's Parcel shall be the sum of the Maximum Special Tax 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.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Each Fiscal Year, beginning with Fiscal Year 2022-23, the CFD Administrator shall determine the Special Tax Requirement for such Fiscal Year. The Special Tax shall then be levied as follows:

First: If needed to satisfy the Special Tax Requirement, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property up to 100% of the applicable Assigned Special Tax;

Second: If additional monies are needed to satisfy the Special Tax Requirement after the first step has been completed, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Final Mapped Property up to 100% of the Maximum Special Tax for Final Mapped Property;

Third: If additional monies are needed to satisfy the Special Tax Requirement after the first two steps have been completed, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the Maximum Special Tax for Undeveloped Property;

Fourth: If additional monies are needed to satisfy the Special Tax Requirement after the first three steps have been completed, then the levy of the Special Tax on each Assessor's Parcel of Developed Property whose Maximum Special Tax is determined through the application of the Backup Special Tax shall be increased Proportionately from the Assigned Special Tax up to the Maximum Special Tax for each such Assessor's Parcel;

Fifth: If additional monies are needed to satisfy the Special Tax Requirement after the first four steps have been completed, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Property Owner Association Property up to the Maximum Special Tax for Taxable Property Owner Association Property;

Sixth: If additional monies are needed to satisfy the Special Tax Requirement after the first five steps have been completed, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property up to the Maximum Special Tax for Taxable Public Property.

Notwithstanding the above, under no circumstances shall the Special Tax 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 CFD No. 66 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.

E. EXEMPTIONS

No Special Tax shall be levied on up to 3.23 Acres of Public Property and up to 5.45 Acres of Property Owner Association Property. Tax-exempt status 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 the Special Tax under this section shall be subject to the levy of the Special Tax and shall be taxed Proportionately as part of the fifth or sixth step, respectively, in Section D above, up to 100% of the applicable Maximum Special Tax for Taxable Property Owner Association Property and Taxable Public Property. No Special Tax shall be levied in any Fiscal Year on Assessor's Parcels that have fully prepaid the Special Tax obligation pursuant to the formula set forth in Section H.

No Special Tax 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, such portion, or all, of the Special Tax shall be levied on such property in accordance with this Rate and Method of Apportionment based on the Land Use Class to which the Assessor's Parcel is assigned.

F. APPEALS

Any property owner may file a written appeal of the Special Tax with CFD No. 66 claiming that the amount or application of the Special Tax is not correct. The appeal must be filed not later than one calendar year after having paid the Special Tax that is disputed, and the appellant must be current in all payments of Special Taxes. In addition, during the term of the appeal process, all Special Taxes levied must be paid on or before the payment date established when the levy was made.

The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination.

If the property owner disagrees with the CFD Administrator's decision relative to the appeal, the owner may then file a written appeal with the City Council whose subsequent decision shall be final and binding on all interested parties. If the decision of the CFD Administrator or subsequent decision by the City Council requires the Special Tax to be modified or changed in favor of the property owner, then the CFD Administrator shall

determine if sufficient Special Tax revenue is available to make a cash refund. If a cash refund cannot be made, then an adjustment shall be made to credit future Special Tax levy(ies).

This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.

G. MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that the Special Tax may be collected in such other manner as the City Council shall determine, including direct billing of affected property owners.

H. PREPAYMENT OF SPECIAL TAX

The following definitions apply to this Section H:

"CFD Public Facilities" means $11,749,000 for each Prepayment Period, or such lower number as determined by the City Council to be sufficient to fund the Facilities and Services to be provided by CFD No. 66.

"Expenditures Fund" means funds or accounts, regardless of their names, that are established to hold moneys that are available to acquire or construct Facilities and to fund Services.

"Future Facilities Costs" means the CFD Public Facilities minus (i) Facilities and Services costs previously paid from the Expenditures Fund during the Prepayment Period in which the prepayment is being made, (ii) moneys currently on deposit in the Expenditures Fund from deposits made during the Prepayment Period in which the prepayment is being made, and (iii) moneys currently on deposit in an escrow fund that are expected to be available to finance Facilities costs. In no event shall the amount of Future Facilities Costs be less than zero.

"Prepayment Period" means one of three periods of time during which a Special Tax prepayment may be made.

"Prepayment Period 1" means July 1, 2022, through June 30, 2056.

"Prepayment Period 2" means July 1, 2056, through June 30, 2089.

"Prepayment Period 3" means July 1, 2089, through June 30, 2123.

1. Prepayment in Full

The obligation of an Assessor's Parcel to pay the Special Tax may be prepaid as described herein, provided that a prepayment may be made only for Assessor's Parcels for which a building permit for new construction was issued after January

1, 2021, and only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Special Tax obligation shall provide the CFD Administrator with written notice of intent to prepay. Within 30 days of receipt of such written notice, the CFD Administrator shall notify such owner of the prepayment amount for such Assessor's Parcel. The CFD Administrator may charge a fee for providing this service. Prepayment in any six month period must be made not less than 45 days prior to the next occurring date that notice of redemption of Bonds from the proceeds of such prepayment may be given to the Trustee pursuant to the Indenture.

The Special Tax Prepayment Amount (defined below) shall be calculated as summarized below (capitalized terms as defined below):

Bond Redemption Amount	
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance Amount
plus	Administrative Fees and Expenses
less	Reserve Fund Credit
Total	Prepayment Amount

As of the proposed date of prepayment, the Special Tax Prepayment Amount (defined below) shall be calculated by the CFD Administrator as follows:

Paragraph No.

1. Confirm that no Special Tax delinquencies apply to such Assessor's Parcel, and determine the Prepayment Period for the proposed prepayment.

2. Compute the Assigned Special Tax and Backup Special Tax for the Assessor's Parcel to be prepaid based on the Developed Property Special Tax which is, or could be, charged in the current Fiscal Year. For Assessor's Parcels of Final Mapped Property (for which a building permit has been issued but which is not yet classified as Developed Property) to be prepaid, compute the Assigned Special Tax and Backup Special Tax for that Assessor's Parcel as though it was already designated as Developed Property, based upon the building permit which has already been issued for that Assessor's Parcel.

3. (a) Divide the Assigned Special Tax computed pursuant to Paragraph 2 by the total estimated Assigned Special Tax for CFD No. 66 based on the Developed Property Special Tax which could be charged in the current Fiscal Year on all expected development through buildout of CFD No. 66, excluding any Assessor's Parcels which have been prepaid, and

   (b) Divide the Backup Special Tax computed pursuant to Paragraph 2 by the estimated total Backup Special Tax at buildout of CFD No. 66, excluding any Assessor's Parcels which have been prepaid.

4. Multiply the larger quotient computed pursuant to Paragraph 3(a) or 3(b) by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid (the "Bond Redemption Amount").

5. Multiply the Bond Redemption Amount computed pursuant to Paragraph 4 by the applicable redemption premium (e.g., the redemption price minus 100%), if any, on the Outstanding Bonds to be redeemed (the "Redemption Premium").

6. Compute the Future Facilities Costs for the applicable Prepayment Period.

7. Multiply the larger quotient computed pursuant to Paragraph 3(a) or 3(b) by the amount determined pursuant to Paragraph 6 to compute the amount of Future Facilities Costs to be prepaid (the "Future Facilities Amount").

8. Compute the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the earliest redemption date for the Outstanding Bonds.

9. Determine the Special Tax levied on the Assessor's Parcel in the current Fiscal Year which has not yet been paid.

10. Add the amounts computed pursuant to Paragraphs 8 and 9 to determine the "Defeasance Amount".

11. Verify the administrative fees and expenses of CFD No. 66, including the costs to compute the prepayment, the costs to invest the prepayment proceeds, the costs to redeem Bonds, and the costs to record any notices to evidence the prepayment and the redemption (the "Administrative Fees and Expenses").

12. If reserve funds for the Outstanding Bonds, if any, are at or above 100% of the reserve requirement (as defined in the Indenture) on the prepayment date, a reserve fund credit shall be calculated as a reduction in the applicable reserve fund for the Outstanding Bonds to be redeemed pursuant to the prepayment (the "Reserve Fund Credit"). No Reserve Fund Credit shall be granted if reserve funds are below 100% of the reserve requirement on the prepayment date or the redemption date.

13. The Special Tax prepayment is equal to the sum of the amounts computed pursuant to Paragraphs 4, 5, 7, 10, and 11, less the amount computed pursuant to Paragraph 12 (the "Prepayment Amount").

14. From the Prepayment Amount, the amounts computed pursuant to Paragraphs 4, 5, 10, and 12 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make debt service payments. The amount computed pursuant to Paragraph 7 shall be deposited into the Expenditures Fund. The amount computed pursuant to Paragraph 11 shall be retained by CFD No. 66.

The Special Tax Prepayment Amount may be sufficient to redeem other than a $5,000 increment of Bonds. In such cases, the increment above $5,000, or integral multiple thereof, will be retained in the appropriate fund established under the Indenture to be used with the next prepayment of Bonds or to make debt service payments.

As a result of the payment of the current Fiscal Year's Special Tax levy as determined under Paragraph 9 (above), the CFD Administrator shall remove the current Fiscal Year's Special Tax levy for such Assessor's Parcel from the County tax rolls. With respect to any Assessor's Parcel that is prepaid during Prepayment Period 3, the CFD Administrator shall cause a suitable notice to be recorded in compliance with the Act to indicate that the Special Tax has been prepaid and that the obligation of such Assessor's Parcel to pay the Special Tax shall cease.

With respect to the Special Tax for any Assessor's Parcel that is prepaid during Prepayment Period 1 or Prepayment Period 2, the obligation of such Assessor's Parcel to pay the Special Tax shall be tolled, or suspended, through the end of such Prepayment Period, but shall resume in the first Fiscal Year of the subsequent Prepayment Period. The CFD Administrator shall cause a suitable notice to be recorded in compliance with the Act to indicate that the Special Tax has been satisfied for the remainder of the applicable Prepayment Period but has not been permanently satisfied and the obligation to pay the Special Tax will resume in the first Fiscal Year of the Prepayment Period following the Prepayment Period in which the prepayment was made. Once the obligation of an Assessor's Parcel to pay the Special Tax resumes, the Special Tax for the then applicable Prepayment Period may be prepaid.

Notwithstanding the foregoing, no Special Tax prepayment shall be allowed unless the amount of the Maximum Special Tax that may be levied on Taxable Property within CFD No. 66 (after excluding 3.23 Acres of Public Property and 5.45 acres of Property Owner Association Property) both prior to and after the proposed prepayment is at least 1.1 times the maximum annual debt service on all Outstanding Bonds.

2. Prepayment in Part

The Special Tax on an Assessor's Parcel for which a building permit for new construction was issued after January 1, 2021, may be partially prepaid. The amount of the prepayment shall be calculated as in Section H.1, except that a partial prepayment shall be calculated by the CFD Administrator according to the following formula:

$$PP = (PF - AE) \times \% + AE.$$

The terms above have the following meaning:

PP = the partial prepayment
PF = the Prepayment Amount (full prepayment) for the Special Tax calculated according to Section H.1
AE = the Administrative Fees and Expenses determined pursuant to paragraph 11 above
% = the percentage by which the owner of the Assessor's Parcel(s) is partially prepaying the Special Tax

The Special Tax partial prepayment amount must be sufficient to redeem at least a $5,000 increment of Bonds.

The owner of any Assessor's Parcel who desires such prepayment shall notify the CFD Administrator of such owner's intent to partially prepay the Special Tax and the percentage by which the Special Tax shall be prepaid. The CFD Administrator shall provide the owner with a statement of the amount required for the partial prepayment of the Special Tax for an Assessor's Parcel within thirty (30) days of the request and may charge a fee for providing this service. With respect to any Assessor's Parcel that is partially prepaid, the CFD Administrator shall (i) distribute the remitted prepayment funds according to Section H.1, and (ii) indicate in the records of CFD No. 66 that there has been a partial prepayment of the Special Tax and that a portion of the Special Tax with respect to such Assessor's Parcel, equal to the outstanding percentage (100% - "%", as defined above) of the Maximum Special Tax, shall continue to be levied on such Assessor's Parcel pursuant to Section D during the Prepayment Period in which the partial prepayment is made.

For partial prepayments made during Prepayment Period 1 or Prepayment Period 2, the full amount of the Special Tax shall resume in the first Fiscal Year of the Prepayment Period following the Prepayment Period in which the partial prepayment was made. Once the obligation of an Assessor's Parcel to pay the Special Tax resumes, the Special Tax for the then applicable Prepayment Period may be prepaid.

I. TERM OF SPECIAL TAX

The Fiscal Year after which no further Special Tax shall be levied or collected is Fiscal Year 2122-2123, except that the Special Tax that was lawfully levied in or before such Fiscal Year and that remains delinquent may be collected in subsequent years.

EXHIBIT 1

CERTIFICATE OF MODIFICATION OF SPECIAL TAX
(PAGE 1 OF 2)

CITY OF ONTARIO AND CFD NO. 66 CERTIFICATE

1. Pursuant to Section C.1 of the Rate and Method of Apportionment of Special Tax (the "Rate and Method") for City of Ontario Community Facilities District No. 66 (Olive and Oleander Facilities) ("CFD No. 66"), the Assigned Special Tax and the Backup Special Tax for Developed Property within CFD No. 66 has been modified.

    a. The information in Table 1 relating to the Assigned Special Tax for Developed Property within CFD No. 66, as stated in Section C.1.a.2 of the Rate and Method of Apportionment, has been modified as follows:

TABLE 1
ASSIGNED SPECIAL TAX – DEVELOPED PROPERTY

Land Use Class	Description	Residential Floor Area (Square Footage)	Assigned Special Tax
1	Single Family Detached Property	< 2,001	$[ ] per Unit
2	Single Family Detached Property	2,001 – 2,200	$[ ] per Unit
3	Single Family Detached Property	2,201 – 2,400	$[ ] per Unit
4	Single Family Detached Property	2,401 – 2,600	$[ ] per Unit
5	Single Family Detached Property	> 2,600	$[ ] per Unit
6	Single Family Attached Property	< 1,301	$[ ] per Unit
7	Single Family Attached Property	1,301 – 1,450	$[ ] per Unit
8	Single Family Attached Property	1,451 – 1,600	$[ ] per Unit
9	Single Family Attached Property	1,601 – 1,750	$[ ] per Unit
10	Single Family Attached Property	> 1,750	$[ ] per Unit
11	Other Residential Property		$[ ] per Acre
12	Non-Residential Property		$[ ] per Acre

    b. The Backup Special Tax for Developed Property, as stated in Section C.1.a.3, shall be modified as follows:

EXHIBIT 1

CERTIFICATE OF MODIFICATION OF SPECIAL TAX
(PAGE 2 OF 2)

The Backup Special Tax shall be $[____] per Unit for Single Family Detached Property and $[____] per Unit for Single Family Attached Property. However, if the Expected Residential Lot Count does not equal 87 for Single Family Detached Property or 137 for Single Family Attached Property, and the City has not issued Bonds, then the Backup Special Tax for Designated Buildable Lots of Single Family Property shall be calculated separately for Single Family Detached Property and Single Family Attached Property according to the following formula:

Backup Special Tax = $[_____] ÷ Expected Residential Lot Count for Single Family Detached Property

or $[_____] ÷ Expected Residential Lot Count for Single Family Attached Property

2. The Special Tax for Developed Property may only be modified prior to the first issuance of CFD No. 66 Bonds.

3. Upon execution of this certificate by CFD No. 66, CFD No. 66 shall cause an amended notice of Special Tax lien for CFD No. 66 to be recorded reflecting the modifications set forth herein.

Capitalized undefined terms used herein have the meanings ascribed thereto in the Rate and Method. The modifications set forth in this Certificate have been calculated by the CFD Administrator in accordance with the Rate and Method.

GOODWIN CONSULTING GROUP, INC.
CFD ADMINISTRATOR

By:_____ Date:_____

The undersigned acknowledges receipt of this Certificate and of the modification of the Assigned Special Tax and Backup Special Tax for Developed Property as set forth in this Certificate.

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 66
(OLIVE AND OLEANDER FACILITIES)

By:_____ Date:_____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DEEMING IT NECESSARY TO INCUR BONDED INDEBTEDNESS WITHIN THE CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 66 (OLIVE AND OLEANDER FACILITIES).

WHEREAS, on May 17, 2022, 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. 66 (Olive and Oleander Facilities), and to Authorize the Levy of Special Taxes" stating its intention to establish City of Ontario Community Facilities District No. 66 (Olive and Oleander Facilities) (the "Community Facilities District") and to authorize the levy of a special tax (the "Special Tax") within the Community Facilities District to finance certain public facilities and services; and

WHEREAS, on May 17, 2022, the City Council also adopted a resolution entitled "A Resolution of the City Council of the City of Ontario, California, to Incur Bonded Indebtedness of the Proposed City of Ontario Community Facilities District No. 66 (Olive and Oleander Facilities)" (the "Resolution to Incur Bonded Indebtedness") declaring the necessity for incurring bonded indebtedness and setting the date for a public hearing to be held on the proposed debt issue; and

WHEREAS, pursuant to the Resolution to Incur Bonded Indebtedness, notice of said public hearing was published in the *Inland Valley Daily Bulletin*, a newspaper of general circulation published in the area of the Community Facilities District, in accordance with the Act; and

WHEREAS, on this date, the City Council opened, conducted and closed said public hearing; and

WHEREAS, at said public hearing, any person interested, including persons owning property within the area and desiring to appear and present any matters material to the questions set forth in the Resolution to Incur Bonded Indebtedness appeared and presented such matters; and

WHEREAS, oral or written protests against the proposed debt issue were not made or filed at or before said public hearing by 50% or more of the registered voters, or six registered voters, whichever is more, residing within the territory proposed to be included in the Community Facilities District, or the owners of one-half or more of the area of land in the territory proposed to be included in the Community Facilities District and not exempt from the Special Tax; and

WHEREAS, on this date, the City Council adopted a resolution entitled "A Resolution of the City Council of the City of Ontario, California, of Formation of the City of Ontario Community Facilities District No. 66 (Olive and Oleander Facilities), Authorizing

the Levy of a Special Tax within the Community Facilities District and Establishing an Appropriations Limit for the Community Facilities District" (the "Resolution of Formation"); and

WHEREAS, the City Clerk of the City (the "City Clerk") is the election official that will conduct the special election on the proposition to incur bonded indebtedness for the Community Facilities District; and

WHEREAS, there has been filed with the City Clerk a letter from the Registrar of Voters of the County of San Bernardino indicating that no persons were registered to vote within the territory of the proposed Community Facilities District as of May 23, 2022, and, accordingly, that 12 or more persons have not been registered to vote within the territory of the Community Facilities District for each of the 90 days preceding the close of said public hearing; and

WHEREAS, there has been filed with the City Clerk consents and waivers of all of the landowners of record in the Community Facilities District waiving any time limit specified by Section 53326 of the Act and any requirement pertaining to the conduct of said special election, including any time limit or requirement applicable to an election pursuant to Article 5 of the Act (commencing with Section 53345 of the Act), consenting to the holding of said special election on June 21, 2022, and waiving any impartial analysis, arguments or rebuttals, as set forth in Sections 53326 and 53327 of the Act; and

WHEREAS, the City Clerk has concurred in said waivers and has concurred in holding said special election on June 21, 2022.

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.

SECTION 2. The City Council deems it necessary to incur the bonded indebtedness.

SECTION 3. The bonded indebtedness will be incurred for the purpose of financing the costs of the Facilities (as defined in the Resolution of Formation), including all costs and estimated costs incidental to, or connected with, the accomplishment of such purpose.

SECTION 4. In accordance with the previous determination of the City Council, the whole of the Community Facilities District will pay for the bonded indebtedness.

SECTION 5. The maximum aggregate amount of debt to be incurred is $45,000,000.

SECTION 6. The maximum term the bonds to be issued shall run before maturity is 40 years.

SECTION 7. The maximum annual rate of interest to be paid shall not exceed the maximum interest rate permitted by applicable law at the time of sale of the bonds, payable semiannually or at such times as the City Council or its designee shall determine, the actual rate or rates and times of payment of such interest to be determined by the City Council or its designee at the time or times of sale of the bonds.

SECTION 8. The proposition to incur the bonded indebtedness shall be submitted to the voters.

SECTION 9. The City Council hereby finds and determines that no persons were registered to vote within the territory of the proposed Community Facilities District as of May 23, 2022, and that 12 or more persons have not been registered to vote within the territory of the Community Facilities District for each of the 90 days preceding the close of the public hearings held by the City Council on the proposed debt issue for the Community Facilities District. Accordingly, pursuant to Section 53326 of the Act, the vote shall be by the landowners of the Community Facilities District and each person who is the owner of land as of the close of said public hearings, or the authorized representative thereof, shall have one vote for each acre or portion of an acre that he or she owns within the Community Facilities District not exempt from the Special Tax.

SECTION 10. The City Council hereby finds and determines that the qualified electors of the Community Facilities District have unanimously consented (a) to the waiver of any time limit specified by Section 53326 of the Act and any requirement pertaining to the conduct of said election, including any time limit or requirement applicable to an election pursuant to Article 5 of the Act (commencing with Section 53345 of the Act), and (b) to the holding of said election on June 21, 2022. The City Council hereby finds and determines that the City Clerk has concurred in said waivers and has concurred in holding said election on June 21, 2022.

SECTION 11. The date of the special community facilities district election (which shall be consolidated with the special district election to levy the Special Tax within the Community Facilities District) at which time the proposition shall be submitted to the voters is June 21, 2022.

SECTION 12. The election is to be conducted by mail ballot. The mailed ballots are required to be received in the office of the City Clerk no later than 7:30 p.m. on June 21, 2022; provided, however, that if all of the qualified electors have voted prior to such time, the election may be closed with the concurrence of the City Clerk.

SECTION 13. All actions heretofore taken by the officers, employees and agents of the City with respect to the incurrence of bonded indebtedness, or in connection with or related to any of the matters referred to herein, are hereby approved, confirmed and ratified.

SECTION 14. The officers, employees and agents of the City are hereby authorized and directed to take all actions and do all things which they, or any of them, may deem necessary or desirable to accomplish the purposes of this Resolution and not inconsistent with the provisions hereof.

SECTION 15. 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 June 2022.

_____
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. 2022- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held June 21, 2022 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. 2022- duly passed and adopted by the Ontario City Council at their regular meeting held June 21, 2022.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, CALLING SPECIAL ELECTION FOR CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 66 (OLIVE AND OLEANDER FACILITIES).

WHEREAS, on this date, 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 Formation of the City of Ontario Community Facilities District No. 66 (Olive and Oleander Facilities), Authorizing the Levy of a Special Tax within the Community Facilities District and Establishing an Appropriations Limit for the Community Facilities District" (the "Resolution of Formation"), establishing City of Ontario Community Facilities District No. 66 (Olive and Oleander Facilities) (the "Community Facilities District"), authorizing the levy of a special tax (the "Special Tax") within the Community Facilities District and establishing an appropriations limit of $45,000,000 for the Community Facilities District; and

WHEREAS, on this date, the City Council also adopted a resolution entitled "A Resolution of the City Council of the City of Ontario, California, Deeming it Necessary to Incur Bonded Indebtedness within the City of Ontario Community Facilities District No. 66 (Olive and Oleander Facilities)" (the "Resolution Deeming it Necessary to Incur"), deeming it necessary to incur bonded indebtedness in the maximum amount of $45,000,000; and

WHEREAS, pursuant to the provisions of said resolutions, the propositions to incur such bonded indebtedness, to levy the Special Tax within the Community Facilities District and to establish an appropriations limit for the Community Facilities District are to be submitted to the qualified electors of the Community Facilities District as required by the Act; and

WHEREAS, the City Council desires to designate the City Clerk of the City (the "City Clerk") as the election official for the special election provided for herein; and

WHEREAS, there has been filed with the City Clerk a letter from the Registrar of Voters of the County of San Bernardino indicating that no persons were registered to vote within the territory of the proposed Community Facilities District as of May 23, 2022, and, accordingly, that 12 or more persons have not been registered to vote within the territory of the Community Facilities District for each of the 90 days preceding the close of the public hearings on the establishment of the Community Facilities District and the proposed debt issue for the Community Facilities District; and

WHEREAS, there has been filed with the City Clerk consents and waivers of all of the landowners of record in the Community Facilities District waiving any time limit specified by Section 53326 of the Act and any requirement pertaining to the conduct of said special election, including any time limit or requirement applicable to an election

pursuant to Article 5 of the Act (commencing with Section 53345 of the Act), consenting to the holding of said special election on June 21, 2022 and waiving any impartial analysis, arguments or rebuttals, as set forth in Sections 53326 and 53327 of the Act; and

WHEREAS, the City Clerk has concurred in said waivers and has concurred in holding said special election on June 21, 2022.

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.

SECTION 2. Pursuant to Sections 53351, 53326 and 53325.7 of the Act, the propositions to incur such bonded indebtedness, to levy the Special Tax within the Community Facilities District and to establish such appropriations limit for the Community Facilities District shall be submitted to the qualified electors of the Community Facilities District at an election called therefor as provided below.

SECTION 3. The City Clerk is hereby designated as the official to conduct said election.

SECTION 4. As authorized by Section 53353.5 of the Act, the propositions to incur such bonded indebtedness, to levy the Special Tax within the Community Facilities District and to establish such appropriations limit for the Community Facilities District shall be combined into one ballot proposition.

SECTION 5. The City Council hereby finds and determines that no persons were registered to vote within the territory of the proposed Community Facilities District as of May 23, 2022, and that 12 or more persons have not been registered to vote within the territory of the Community Facilities District for each of the 90 days preceding the close of the public hearings heretofore held by the City Council on the establishment of the Community Facilities District and the proposed debt issue for the Community Facilities District. Accordingly, pursuant to Section 53326 of the Act, the vote shall be by the landowners of the Community Facilities District and each person who is the owner of land as of the close of said public hearings, or the authorized representative thereof, shall have one vote for each acre or portion of an acre that he or she owns within the Community Facilities District not exempt from the Special Tax.

SECTION 6. The City Council hereby finds and determines that the qualified electors of the Community Facilities District have unanimously consented (a) to the waiver of any time limit specified by Section 53326 of the Act and any requirement pertaining to the conduct of said election, including any time limit or requirement applicable to an election pursuant to Article 5 of the Act (commencing with Section 53345 of the Act), (b) to the holding of said election on June 21, 2022, and (c) to the waiver of any impartial analysis, arguments or rebuttals, as set forth in Sections 53326 and 53327 of the Act. The City Council herby finds and determines that the City Clerk has concurred in said waivers and has concurred in holding said election on June 21, 2022.

SECTION 7. The City Council hereby calls a special election to submit to the qualified electors of the Community Facilities District the combined proposition to incur bonded indebtedness in an amount not to exceed $45,000,000, to levy the Special Tax within the Community Facilities District and to establish an appropriations limit of the Community Facilities District in the amount of $45,000,000, which election shall be held at 303 East B Street, Ontario, California, on June 21, 2022, provided, that, in the event the June 21, 2022 City Council meeting is held via teleconference and/or videoconference only, the means by which the public may observe such public hearings and offer public comment would be as prescribed in the notice and agenda for such City Council meeting. The City Council has caused to be provided to the City Clerk, as the official to conduct said election, the Resolution of Formation, the Resolution of Deeming it Necessary to Incur, a certified map of sufficient scale and clarity to show the boundaries of the Community Facilities District, and a sufficient description to allow the City Clerk to determine the boundaries of the Community Facilities District.

The voted ballots shall be returned to the City Clerk not later than 7:30 p.m. on June 21, 2022; provided, however, that if all of the qualified electors have voted prior to such time, the election may be closed with the concurrence of the City Clerk.

SECTION 8. Pursuant to Section 53326 of the Act, the election shall be conducted by mail or hand-delivered ballot pursuant to Section 4000 *et. seq.* of the California Elections Code. Except as otherwise provided in the Act, the provisions of law regulating elections of the City, insofar as they may be applicable, will govern the election.

SECTION 9. The form of the ballot for said election is attached hereto as Exhibit A and by this reference incorporated herein, and such form of ballot is hereby approved. The City Clerk shall cause to be delivered to each of the qualified electors of the Community Facilities District a ballot in said form. Each ballot shall indicate the number of votes to be voted by the respective landowner to which it pertains.

Each ballot shall be accompanied by all supplies and written instructions necessary for the use and return of the ballot. The identification envelope for return of the ballot shall be enclosed with the ballot, shall have the return postage prepaid, and shall contain: (a) the name and address of the landowner, (b) a declaration, under penalty of perjury, stating that the voter is the owner of record or the authorized representative of the landowner entitled to vote and is the person whose name appears on the identification envelope, (c) the printed name, signature and address of the voter, (d) the date of signing and place of execution of the declaration described in clause (b) above, and (e) a notice that the envelope contains an official ballot and is to be opened only by the canvassing board.

Analysis and arguments with respect to the ballot proposition are hereby waived, as provided in Section 53327 of the Act.

SECTION 10. The City Clerk shall accept the ballots of the qualified electors in the office of the City Clerk at 303 East B Street, Ontario, California, to and including 7:30 p.m. on June 21, 2022, whether said ballots be personally delivered or received by mail. The City Clerk shall have available ballots which may be marked at said location on the election day by said qualified electors.

SECTION 11. The City Council hereby determines that the facilities and services financed by the Community Facilities District are necessary to meet increased demands placed upon local agencies as a result of development occurring in the Community Facilities District.

SECTION 12. The specific purposes of the bonded indebtedness proposed to be incurred is the financing of the Facilities (as defined in the Resolution of Formation), including all costs and estimated costs incidental to, or connected with, the accomplishment of such purpose, and the proceeds of such bonded indebtedness shall be applied only to such specific purposes.

Upon approval of the proposition to incur bonded indebtedness, and the sale of any bonds evidencing such indebtedness, the City Council shall take such action as may be necessary to cause to be established an account for deposit of the proceeds of sale of the bonds. For so long as any proceeds of the bonds remain unexpended, the Management Analyst, Financial Services of the City shall cause to be filed with the City Council, no later than January 1 of each year, a report stating (a) the amount of bond proceeds received and expended during the preceding year, and (b) the status of any project funded or to be funded from bond proceeds. Said report may relate to the calendar year, fiscal year, or other appropriate annual period, as the Management Analyst, Financial Services of the City shall determine, and may be incorporated into the annual budget, audit, or other appropriate routine report to the City Council.

SECTION 13. All actions heretofore taken by the officers, employees and agents of the City with respect to the special election called for herein, or in connection with or related to any of the matters referred to herein, are hereby approved, confirmed and ratified.

SECTION 14. The officers, employees and agents of the City are hereby authorized and directed to take all actions and do all things which they, or any of them, may deem necessary or desirable to accomplish the purposes of this Resolution and not inconsistent with the provisions hereof.

SECTION 15. 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 June 2022.

_____

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. 2022- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held June 21, 2022 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. 2022- duly passed and adopted by the Ontario City Council at their regular meeting held June 21, 2022.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT A

OFFICIAL BALLOT

CITY OF ONTARIO

June 21, 2022

SPECIAL ELECTION

This ballot is for a special, landowner election. The number of votes to be voted pursuant to this ballot is ____.

INSTRUCTIONS TO VOTERS:

To vote on the measure, mark a cross (+ or X) in the voting square after the word "YES" or after the word "NO". All distinguishing marks or erasures are forbidden and make the ballot void. If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Ontario and obtain another.

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 66
(OLIVE AND OLEANDER FACILITIES)

MEASURE SUBMITTED TO VOTE OF VOTERS: Shall the City of Ontario Community Facilities District No. 66 (Olive and Oleander Facilities) (the "Community Facilities District") be authorized to incur bonded indebtedness in a maximum aggregate amount of not to exceed $45,000,000 and levy a special tax in order to finance certain facilities and services and shall the annual appropriations limit of the Community Facilities District be established in the amount of $45,000,000, all as specified in the Resolution entitled "A Resolution of the City Council of the City of Ontario, California, of Formation of the City of Ontario Community Facilities District No. 66 (Olive and Oleander Facilities), Authorizing the Levy of a Special Tax within the Community Facilities District and Establishing an Appropriations Limit for the Community Facilities District" and the Resolution entitled "A Resolution of the City Council of the City of Ontario, California, Deeming it Necessary to Incur Bonded Indebtedness within the City of Ontario Community Facilities District No. 66 (Olive and Oleander Facilities)," each adopted by the City Council of the City of Ontario on June 21, 2022?

Yes: ☐

No: ☐

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DECLARING RESULTS OF SPECIAL ELECTION AND DIRECTING RECORDING OF NOTICE OF SPECIAL TAX LIEN.

WHEREAS, on June 21, 2022, 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, Calling Special Election for City of Ontario Community Facilities District No. 66 (Olive and Oleander Facilities)" (the "Resolution Calling Election"), calling for a special election of the qualified electors within City of Ontario Community Facilities District No. 66 (Olive and Oleander Facilities) (the "Community Facilities District"); and

WHEREAS, pursuant to the terms of the Resolution Calling Election and the provisions of the Act, the special election was held on June 21, 2022; and

WHEREAS, the City Clerk of the City (the "City Clerk") has certified the canvass of the returns of the election and has filed a Canvass and Statement of Results of Election (the "Canvass"), a copy of which is attached hereto as Exhibit A.

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.

SECTION 2. The City Council has received, reviewed and hereby accepts the Canvass.

SECTION 3. The City Council hereby finds and declares that the ballot proposition submitted to the qualified electors of the Community Facilities District pursuant to the Resolution Calling Election has been passed and approved by such electors in accordance with Section 53328, Section 53355 and Section 53325.7 of the Act.

SECTION 4. The City Clerk is hereby directed to execute and cause to be recorded in the office of the County Recorder of the County of San Bernardino a notice of special tax lien in the form required by the Act, said recording to occur no later than fifteen days following adoption by the City Council of this Resolution.

SECTION 5. All actions heretofore taken by the officers, employees and agents of the City with respect to the special election, or in connection with or related to any of the matters referred to herein, are hereby approved, confirmed and ratified.

SECTION 6. The officers, employees and agents of the City are hereby authorized and directed to take all actions and do all things which they, or any of them, may deem necessary or desirable to accomplish the purposes of this Resolution and not inconsistent with the provisions hereof.

SECTION 7. 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 June 2022.

_____
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. 2022- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held June 21, 2022 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. 2022- duly passed and adopted by the Ontario City Council at their regular meeting held June 21, 2022.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT A

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 66
(OLIVE AND OLEANDER FACILITIES)
CANVASS AND STATEMENT OF RESULTS OF ELECTION

I hereby certify that on June 21, 2022, I canvassed the returns of the special election held on June 21, 2022, for the City of Ontario Community Facilities District No. 66 (Olive and Oleander Facilities), that the total number of ballots cast in said Community Facilities District and the total number of votes cast for and against the proposition are as follows and that the totals as shown for and against the proposition are true and correct:

	Qualified Landowner Votes	Votes Cast	YES	NO
City of Ontario Community Facilities District No. 66 (Olive and Oleander Facilities) Special Election, June 21, 2022	22	___	___	___

MEASURE SUBMITTED TO VOTE OF VOTERS: Shall the City of Ontario Community Facilities District No. 66 (Olive and Oleander Facilities) (the "Community Facilities District") be authorized to incur bonded indebtedness in a maximum aggregate amount of not to exceed $45,000,000 and levy a special tax in order to finance certain facilities and services and shall the annual appropriations limit of the Community Facilities District be established in the amount of $45,000,000, all as specified in the Resolution entitled "A Resolution of the City Council of the City of Ontario, California, of Formation of the City of Ontario Community Facilities District No. 66 (Olive and Oleander Facilities), Authorizing the Levy of a Special Tax within the Community Facilities District and Establishing an Appropriations Limit for the Community Facilities District" and the Resolution entitled "A Resolution of the City Council of the City of Ontario, California, Deeming it Necessary to Incur Bonded Indebtedness within the City of Ontario Community Facilities District No. 66 (Olive and Oleander Facilities)," each adopted by the City Council of the City of Ontario on June 21, 2022?

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND this 21st day of June, 2022.

BY: _____
SHEILA MAUTZ, CITY CLERK

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, LEVYING SPECIAL TAXES WITHIN THE CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 66 (OLIVE AND OLEANDER FACILITIES).

WHEREAS, on May 17, 2022, 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. 66 (Olive and Oleander Facilities), and to Authorize the Levy of Special Taxes" stating its intention to establish City of Ontario Community Facilities District No. 66 (Olive and Oleander Facilities) (the "Community Facilities District"), to authorize the levy of a special tax (the "Special Tax") within the Community Facilities District and to finance certain public facilities (the "Facilities") and services (the "Services"); and

WHEREAS, on June 21, 2022, 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 the City of Ontario Community Facilities District No. 66 (Olive and Oleander Facilities), Authorizing the Levy of a Special Tax within the Community Facilities District and Establishing an Appropriations Limit for the Community Facilities District" (the "Resolution of Formation"), "A Resolution of the City Council of the City of Ontario, California, Deeming it Necessary to Incur Bonded Indebtedness within the City of Ontario Community Facilities District No. 66 (Olive and Oleander Facilities)" and "A Resolution of the City Council of the City of Ontario, California, Calling Special Election for City of Ontario Community Facilities District No. 66 (Olive and Oleander Facilities)", which resolutions established the Community Facilities District, authorized the levy of the Special Tax within the Community Facilities District and called an election within the Community Facilities District on the proposition of incurring indebtedness, levying the Special Tax within the Community Facilities District and establishing an appropriations limit for the Community Facilities District, respectively; and

WHEREAS, on June 21, 2022, 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.

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 of Apportionment"). The Special Tax

is hereby levied commencing in fiscal year 2022-23 and in each fiscal year thereafter until the last fiscal year in which such Special Tax is authorized to be levied pursuant to the Rate and Method of Apportionment.

SECTION 2. The City Council may, in accordance with subdivision (b) of Section 53340 of the Act, provide, by resolution, for the levy of the Special Tax 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 of Apportionment.

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 of Apportionment.

SECTION 4. The proceeds of the Special Tax shall only be used to pay, in whole or in part, the cost of providing the Facilities and 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, unless another procedure is adopted by the City Council.

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.

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

PASSED, APPROVED, AND ADOPTED this _____ day of _____ 2022.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Ordinance No. _____ was duly introduced at a regular meeting of the City Council of the City of Ontario held _____ and adopted at the regular meeting held _____, 2022 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

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

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AUTHORIZING THE EXECUTION AND DELIVERY OF AN ACQUISITION AND FUNDING AGREEMENT WITH SHEA HOMES LIMITED PARTNERSHIP.

WHEREAS, certain real property within the boundaries of the City located generally south of State Route 60 is commonly known as the New Model Colony; and

WHEREAS, the City has approved a General Plan Amendment for the New Model Colony, which has been supplemented by certain water, recycled water and sewer master plans (as so supplemented, the "General Plan Amendment") and has certified an Environmental Impact Report and adopted a Mitigated Negative Declaration in connection with the General Plan Amendment (together, the "Environmental Impact Report"); and

WHEREAS, the City has specified in the General Plan Amendment and the Environmental Impact Report the major backbone transportation, water, sewer, storm drainage, parks, public safety infrastructure and fiber optic systems required to serve the New Model Colony; and

WHEREAS, the New Model Colony is now commonly referred to as the Ontario Ranch; and

WHEREAS, Shea Homes Limited Partnership, a California limited partnership ("Shea Homes"), is developing certain of the property within the Ontario Ranch (the "Property"); and

WHEREAS, certain of such major backbone infrastructure is required to serve the Property; and

WHEREAS, the City and Shea Homes desire to provide a mechanism to fund, in a timely manner, the costs of certain of such major backbone infrastructure required to serve the Ontario Ranch (the "Facilities") so that such development may occur; and

WHEREAS, in order to provide such a mechanism, the City has, pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982 (the "Act"), established City of Ontario Community Facilities District No. 66 (Olive and Oleander Facilities) (the "Community Facilities District"), the boundaries of which include a portion of the Property; and

WHEREAS, the Community Facilities District is authorized to levy a special tax (the "Special Tax") within the Community Facilities District and issue special tax bonds (the "Bonds") secured by the Special Tax in order to finance certain of the Facilities; and

WHEREAS, it is anticipated that the Special Tax will be levied by the Community Facilities District and that, from time to time, Bonds will be issued by the Community Facilities District; and

WHEREAS, Shea Homes proposes to construct, or cause to be constructed, certain of the Facilities proposed to be financed by the Community Facilities District pursuant to the Act, and the City proposes to purchase such Facilities from Shea Homes pursuant to an Acquisition and Funding Agreement by and between the City and Shea Homes (such Acquisition and Funding 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 "Acquisition Agreement"); 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 Acquisition Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, be and the same 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 and the Executive Director of Finance 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 City, to execute and deliver the Acquisition Agreement 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 Acquisition Agreement by such Authorized Officer.

SECTION 2. All actions heretofore taken by the officers, employees and agents of the City with respect to the Acquisition Agreement, or in connection with or related to any of the matters referred to herein, are hereby approved, confirmed and ratified.

SECTION 3. The officers, employees and agents of the City are hereby authorized and directed to take all actions and do all things which they, or any of them, may deem necessary or desirable to accomplish the purposes of this Resolution and not inconsistent with the provisions hereof.

SECTION 4. 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 June 2022.

_____
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. 2022- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held June 21, 2022 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. 2022- duly passed and adopted by the Ontario City Council at their regular meeting held June 21, 2022.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

CITY OF ONTARIO *Agenda Report* **June 21, 2022**	**SECTION:** **PUBLIC HEARINGS**
Department: Records Management Prepared By: Claudia Y Isbell Staff Member Presenting: Ruben Duran, City Attorney Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 21

SUBJECT: PUBLIC HEARING #3 REVIEW OF INITIAL DRAFT DISTRICTING MAPS FOR THE DISTRICT-BASED ELECTIONS UNDER THE CALIFORNIA VOTING RIGHTS ACT

RECOMMENDATION: That the City Council open a Public Hearing, review, consider, and provide direction regarding the initial draft maps.

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

FISCAL IMPACT: There is no direct fiscal impact associated with this Public Hearing.

BACKGROUND & ANALYSIS: On April 19, 2022, the City Council conducted the first of four public hearings to receive community input regarding communities of interest. The second public hearing took place on May 10, 2022, at which time Staff introduced and provided a demonstration of the mapping tool that was subsequently released to the public. At that public hearing, the City Council also received additional input regarding communities of interest.

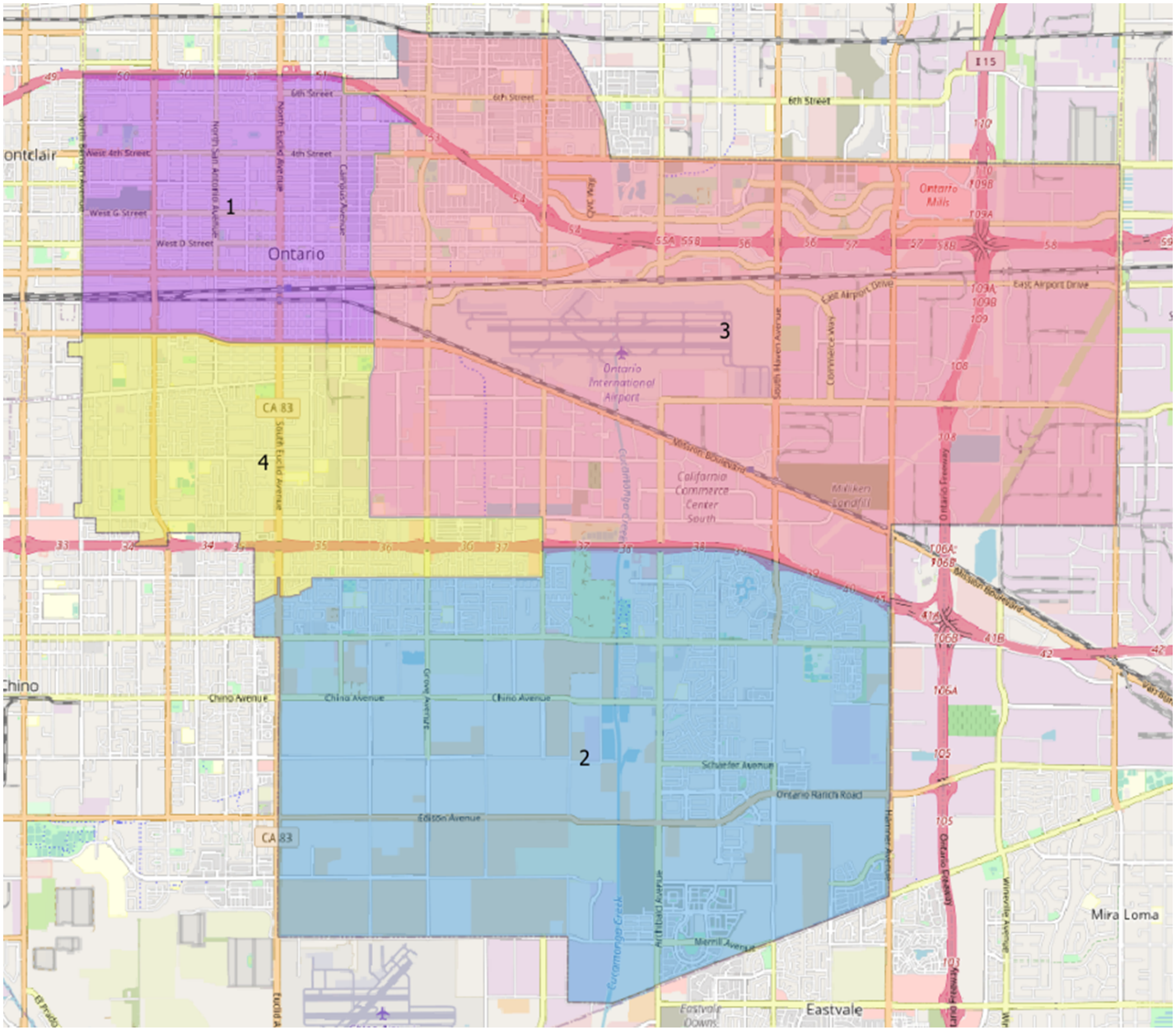
June 21, 2022 is the third of four required public hearings in the districting process. The City's demographer has evaluated publicly submitted comments and maps for compliance with the California Voting Rights Act and Federal Voting Rights Act and is presenting those initial draft maps for Council's consideration at the third public hearing. Draft maps were made available on the City's district website on June 13, 2022 for public review. At the public hearing, the City Council may provide direction as to specific factors, such as pertinent communities of interest or geographic landmarks, it wishes the demographers to focus consideration on.

The City continues to encourage public comments on the transition to districts and the proposed district maps. In an effort to engage Ontario residents in the districting process, five community workshops were held in various areas of the City to provide background and specific directions on creating maps. These workshops were held in English and Spanish. There were four additional community workshops to specifically go over the mapping tool. The four additional community workshops were also held in English and Spanish.

Information on the districting process, the community workshop presentations, and the paper map kits can be found on the City's district website at ontarioca.gov/districts. Information on the website is available in both English and Spanish.

In conclusion, Staff recommends that the City Council conduct the third Public Hearing, consider the initial draft maps submitted, and provide direction to Staff.

City of Ontario – Transition to District Elections
Draft Map 1



Draft Proposed Election Sequence:

2024 – Districts 1 & 4

2026 – Districts 2 & 3

Total Deviation

.52%
(under the acceptable norm of <10%)

Draws four (4) majority/minority Hispanic Voting Districts

Additional online viewing, with search and other geolocation features enabled, may be found at https://bit.ly/3MZMiJP

Draft Map 1 – Demographic Data

District	Total_Population	Raw Population	% Population	Latino	NL* White Alone	NL Black Alone	NL AIAN* Alone	NL Asian Alone	NL Hawaiian Alone	NL Other Alone	NL 2+ Races
1	44,032	73	0.17%	33,306	6,571	1,557	94	1,393	98	279	734
2	43,863	-96	-0.22%	23,328	7,560	3,312	89	8,064	116	252	1,142
3	44,086	127	0.29%	31,213	4,523	3,589	135	3,337	131	219	939
4	43,856	-103	-0.23%	32,408	5,436	2,016	92	2,902	71	192	739
Total	175,837			120,255	24,090	10,474	410	15,696	416	942	3,554
Ideal	43,959	Deviation	0.52%								
Ideal = 1/4 of total population											

Voting Age Population			Total VAP*	Latino VAP	NL White Alone VAP	NL Black Alone VAP	NL AIAN Alone VAP	NL Asian Alone VAP	NL Hawaiian Alone VAP	NL Other Race Alone VAP	NL 2+ Races VAP
			32,909	23,834	5,823	1,224	89	1,181	71	168	519
			33,689	16,982	6,350	2,673	68	6,597	90	197	732
			32,652	22,136	3,959	2,713	112	2,834	101	146	651
			33,216	23,546	4,772	1,657	70	2,474	53	123	521
		Total	132,466	86,498	20,904	8,267	339	13,086	315	634	2,423

Citizen Voting Age Population			CVAP*19 Total	CVAP19 NL White	CVAP19 NL Black	CVAP Hispanic	CVAP19 Not Hispanic	CVAP19 NL AIAN	CVAP19 NL ASIAN	CVAP19 NL Hawaiian	CVAP19 NL Other
			26,280	7,198	1,239	16,566	9,710	39	720	7	73
All Four Districts are			27,285	6,720	1,999	14,861	12,395	18	2,874	26	99
Majority/Minority Hispanic			25,162	4,452	2,113	16,082	9,120	125	1,875	74	26
Voting Districts			27,531	5,598	1,621	17,891	9,600	62	1,935	84	90
		Total	106,258	23,968	6,972	65,400	40,825	244	7,404	191	288

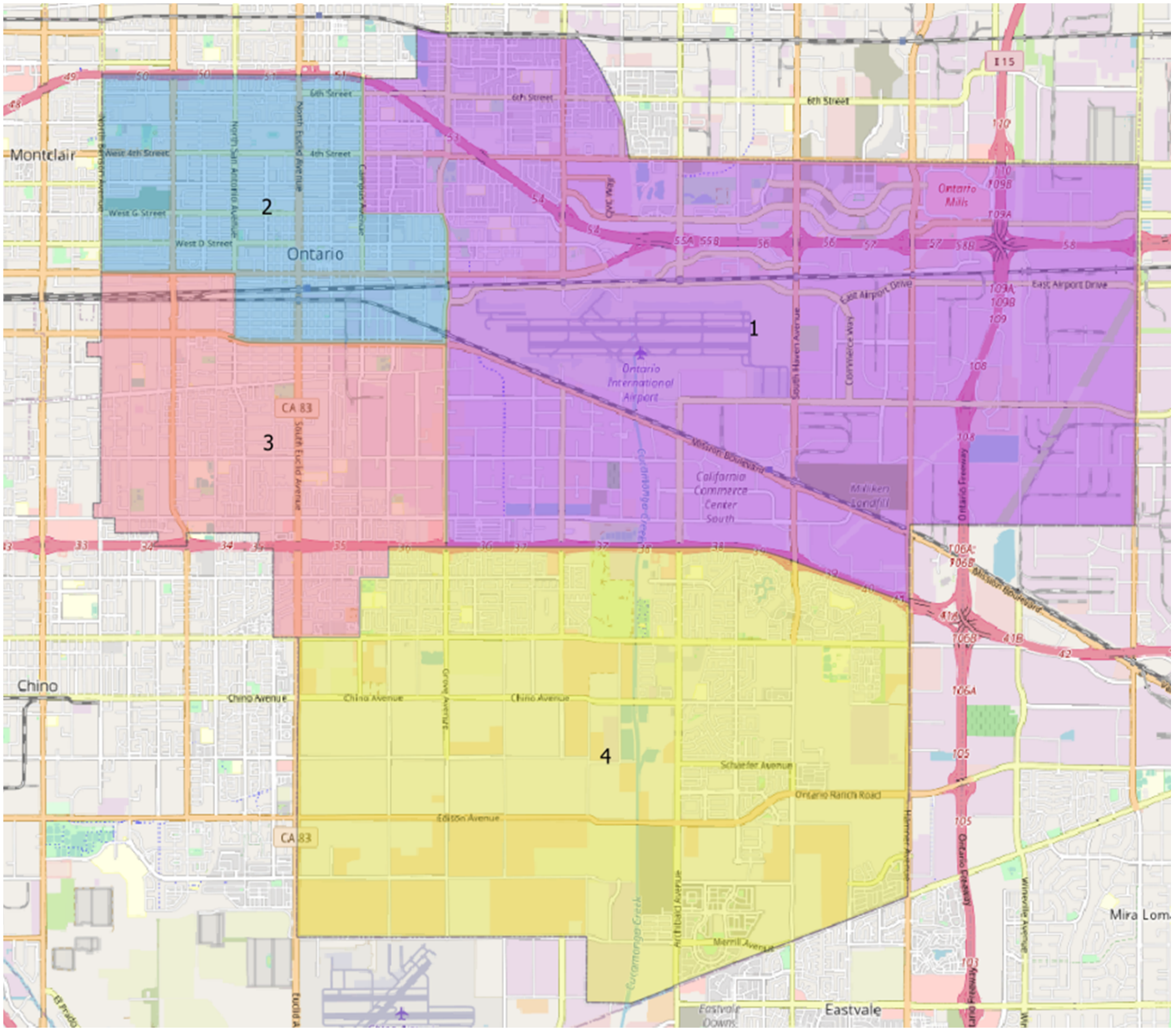
*NL = Non Latino

*AIAN = American Indian Alaskan Native

*VAP = Voting Age Population

*CVAP = Citizen Voting Age Population

City of Ontario – Transition to District Elections
Draft Map 2



Draft Proposed Election Sequence:

2024 – Districts 2 & 3

2026 – Districts 1 & 4

Total Deviation

.43%
(under the acceptable norm of <10%)

Draws four (4) majority/minority Hispanic Voting Districts

Additional online viewing, with search and other geolocation features enabled, may be found at https://bit.ly/3MZMiJP

Draft Map 2 – Demographic Data

District	Total Population	Raw Population	% Population	Latino	NL* White Alone	NL Black Alone	NL AIAN* Alone	NL Asian Alone	NL Hawaiian Alone	NL Other Alone	NL 2+ Races
1	43,904	-55	-0.13%	30,048	5,251	3,698	137	3,398	146	239	987
2	43,860	-99	-0.23%	33,681	6,174	1,506	96	1,360	81	261	701
3	44,024	65	0.15%	32,250	5,139	1,907	91	3,629	70	193	745
4	44,049	90	0.20%	24,276	7,526	3,363	86	7,309	119	249	1,121
Total	175,837			120,255	24,090	10,474	410	15,696	416	942	3,554
Ideal	43,959	Deviation	0.43%								
Ideal = 1/4 total population											

Voting Age Population	Total VAP*	Latino VAP	NL White Alone VAP	NL Black Alone VAP	NL AIAN Alone VAP	NL Asian Alone VAP	NL Hawaiian Alone VAP	NL Other Race Alone VAP	NL 2+ Races VAP
	33,227	21,746	4,661	2,827	118	2,893	123	169	690
All Four Districts are	32,268	23,713	5,457	1,175	87	1,150	47	147	492
Majority/Minority Hispanic	33,193	23,354	4,479	1,576	69	3,022	56	123	514
Voting Districts	33,778	17,685	6,307	2,689	65	6,021	89	195	727
Total	132,466	86,498	20,904	8,267	339	13,086	315	634	2,423

Citizen Voting Age Population	CVAP*19 Total	CVAP19 NL White	CVAP19 NL Black	CVAP Hispanic	CVAP19 Not Hispanic	CVAP19 NL AIAN	CVAP19 NL ASIAN	CVAP19 NL Hawaiian	CVAP19 NL Other
	26,501	5,260	2,088	16,582	9,902	132	1,899	80	48
	25,236	6,799	1,271	15,928	9,312	39	726	1	45
	27,367	5,114	1,627	17,906	9,475	63	2,123	84	95
	27,154	6,795	1,986	14,984	12,136	10	2,656	26	100
Total	106,258	23,968	6,972	65,400	40,825	244	7,404	191	288

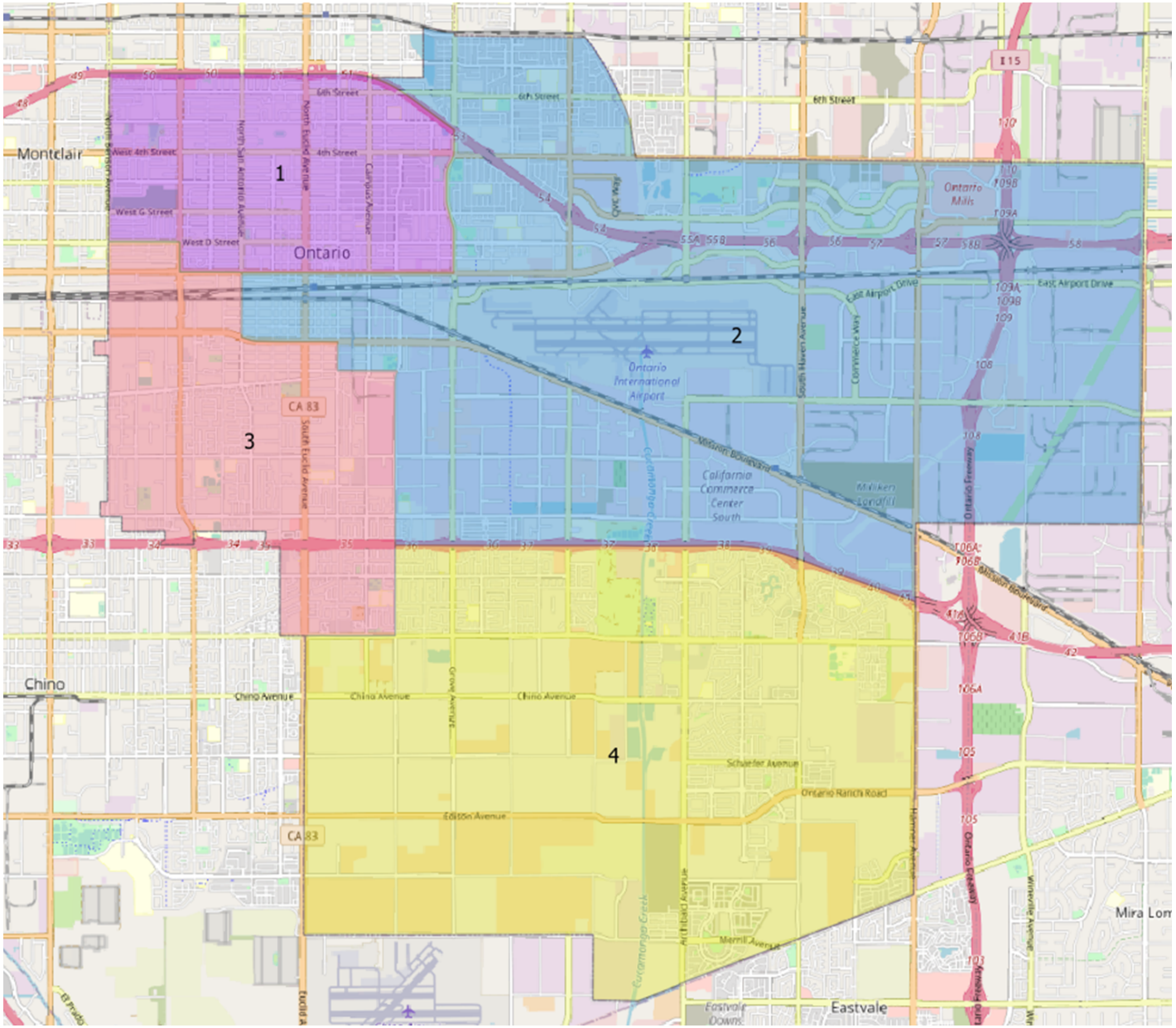
*NL = Non Latino

*AIAN = American Indian Alaskan Native

*VAP = Voting Age Population

*CVAP = Citizen Voting Age Population

City of Ontario – Transition to District Elections
Draft Map 3



Draft Proposed Election Sequence:

2024 – Districts 1 & 3

2026 – Districts 2 & 4

Total Deviation

2.72%
(under the acceptable norm of <10%)

Draws four (4) majority/minority Hispanic Voting Districts

Additional online viewing, with search and other geolocation features enabled, may be found at https://bit.ly/3MZMiJP

Draft Map 3 – Demographic Data

District	Total Populaton	Raw Population	% Population	Latino	NL* White Alone	NL Black Alone	NL AIAN* Alone	NL Asian Alone	NL Hawaiian Alone	NL Other Alone	NL 2+ Races
1	43,637	-322	-0.73%	32,988	6,617	1,519	109	1,348	90	244	722
2	44,263	304	0.69%	30,487	4,946	3,796	125	3,514	128	257	1,010
3	44,566	607	1.38%	32,878	5,126	1,806	96	3,656	81	192	731
4	43,371	-588	-1.34%	23,902	7,401	3,353	80	7,178	117	249	1,091
Total	175,837			120,255	24,090	10,474	410	15,696	416	942	3,554
Ideal	43,959	Deviation	2.72%								
Ideal = 1/4 of total population											

Voting Age Population	Total VAP*	Latino VAP	NL White Alone VAP	NL Black Alone VAP	NL AIAN Alone VAP	NL Asian Alone VAP	NL Hawaiian Alone VAP	NL Other Race Alone VAP	NL 2+ Races VAP
	32,531	23,503	5,846	1,211	100	1,140	62	149	520
All Four Districts are	33,347	21,978	4,397	2,898	106	2,988	107	172	701
Majority/Minority Hispanic	33,364	23,618	4,461	1,479	74	3,056	58	118	500
Voting Districts	33,224	17,399	6,200	2,679	59	5,902	88	195	702
Total	132,466	86,498	20,904	8,267	339	13,086	315	634	2,423

Citizen Voting Age Population	CVAP*19 Total	CVAP19 NL White	CVAP19 NL Black	CVAP Hispanic	CVAP19 Not Hispanic	CVAP19 NL AIAN	CVAP19 NL ASIAN	CVAP19 NL Hawaiian	CVAP19 NL Other
	26,533	7,367	1,139	16,743	9,795	50	726	7	65
	25,884	4,754	2,141	16,321	9,581	129	2,056	74	28
	27,214	5,171	1,721	17,659	9,536	64	2,027	84	95
	26,627	6,676	1,971	14,677	11,913	1	2,595	26	100
Total	106,258	23,968	6,972	65,400	40,825	244	7,404	191	288

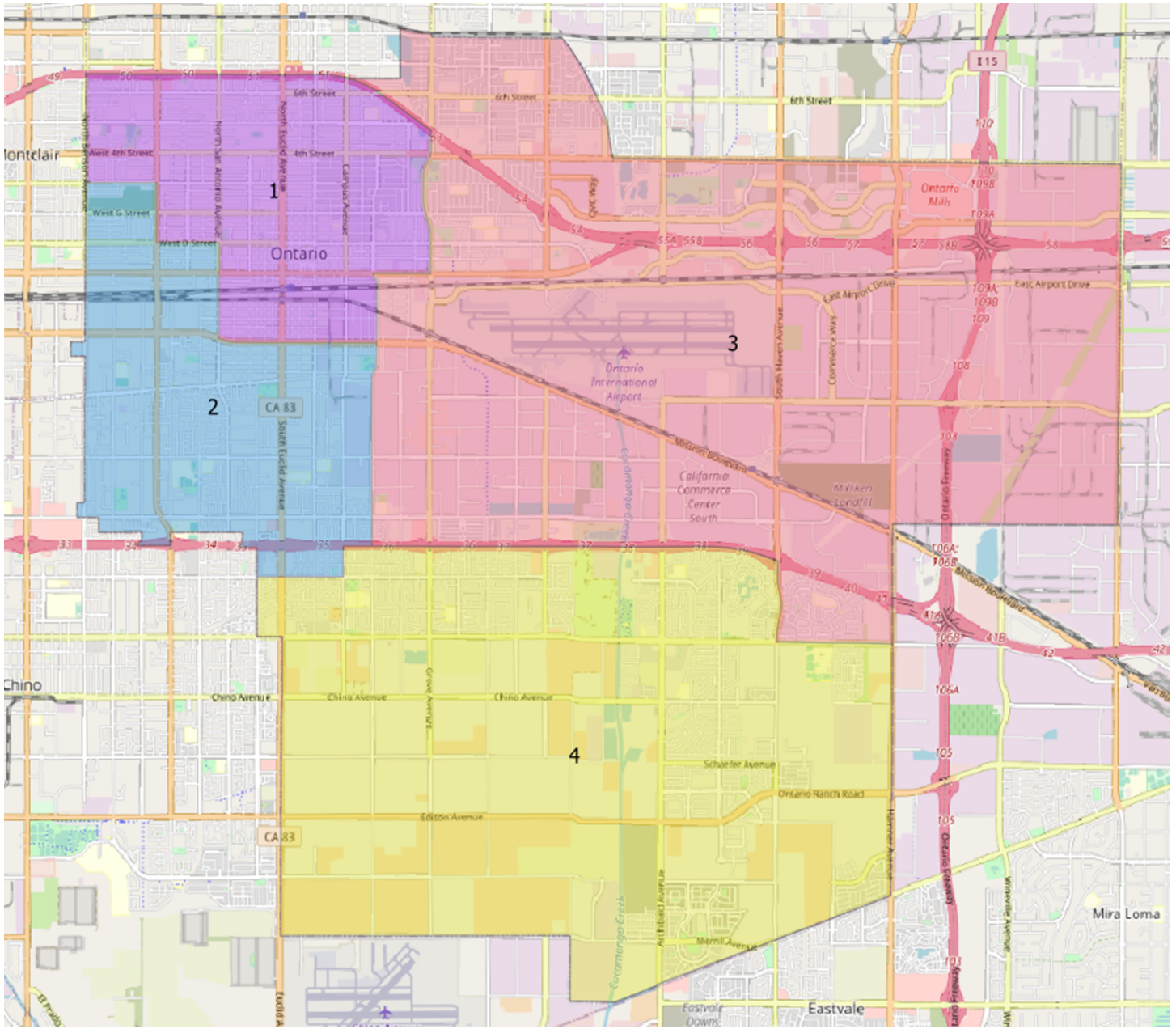
*NL = Non Latino

*AIAN = American Indian Alaskan Native

*VAP = Voting Age Population

*CVAP = Citizen Voting Age Population

City of Ontario – Transition to District Elections
Draft Map 4



Draft Proposed Election Sequence:

2024 – Districts 1 & 2

2026 – Districts 3 & 4

Total Deviation

3.48%
(under the acceptable norm of <10%)

Draws four (4) majority/minority Hispanic Voting Districts

Additional online viewing, with search and other geolocation features enabled, may be found at https://bit.ly/3MZMiJP

Draft Map 4 – Demographic Data

District	Total Population	Raw Population	% Population	Latino	NL* White Alone	NL Black Alone	NL AIAN* Alone	NL Asian Alone	NL Hawaiian Alone	NL Other Alone	NL 2+ Races
1	43,175	-784	-1.78%	33,017	6,389	1,413	93	1,256	89	243	675
2	44,703	744	1.69%	34,400	4,810	1,765	104	2,653	80	219	672
3	43,366	-593	-1.35%	28,397	5,550	4,054	132	3,777	129	236	1,091
4	44,593	634	1.44%	24,441	7,341	3,242	81	8,010	118	244	1,116
Total	175,837			120,255	24,090	10,474	410	15,696	416	942	3,554
Ideal	43,959	Deviation	3.48%								
Ideal = 1/4 of total population											

Voting Age Population			Total VAP*	Latino VAP	NL White Alone VAP	NL Black Alone VAP	NL AIAN Alone VAP	NL Asian Alone VAP	NL Hawaiian Alone VAP	NL Other Race Alone VAP	NL 2+ Races VAP
			32,162	23,560	5,651	1,124	87	1,055	63	150	472
			33,237	24,627	4,197	1,434	79	2,252	55	119	474
			32,872	20,498	4,902	3,111	113	3,209	109	174	756
			34,195	17,813	6,154	2,598	60	6,570	88	191	721
		Total	132,466	86,498	20,904	8,267	339	13,086	315	634	2,423

Citizen Voting Age Population			CVAP*19 Total	CVAP19 NL White	CVAP19 NL Black	CVAP Hispanic	CVAP19 Not Hispanic	CVAP19 NL AIAN	CVAP19 NL ASIAN	CVAP19 NL Hawaiian	CVAP19 NL Other
			25,903	7,082	1,099	16,521	9,386	50	641	6	70
All Four Districts are			26,448	4,853	1,587	17,855	8,613	52	1,682	85	94
Majority/Minority Hispanic			26,244	5,313	2,237	15,819	10,420	124	2,187	74	23
Voting Districts			27,663	6,720	2,049	15,205	12,406	18	2,894	26	101
		Total	106,258	23,968	6,972	65,400	40,825	244	7,404	191	288

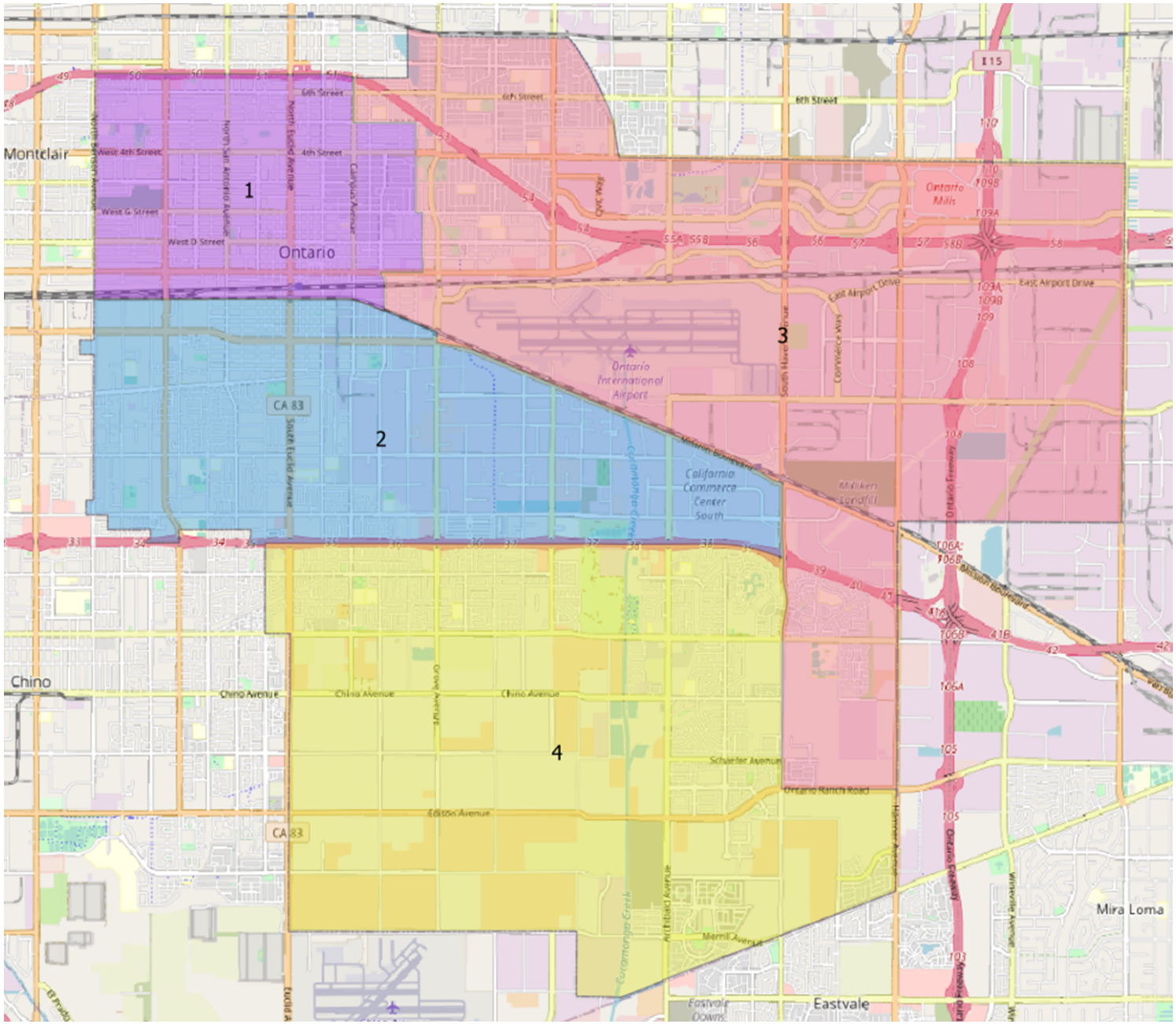
*NL = Non Latino

*AIAN = American Indian Alaskan Native

*VAP = Voting Age Population

*CVAP = Citizen Voting Age Population

City of Ontario – Transition to District Elections
Draft Map 5



Draft Proposed Election Sequence:

2024 – Districts 1 & 2

2026 – Districts 3 & 4

Total Deviation

3.46%
(under the acceptable norm of <10%)

Draws four (4) majority/minority Hispanic Voting Districts

Additional online viewing, with search and other geolocation features enabled, may be found at https://bit.ly/3MZMiJP

Draft Map 5 – Demographic Data

District	Total Population	Raw Population	% Population	Latino	NL* White Alone	NL Black Alone	NL AIAN* Alone	NL Asian Alone	NL Hawaiian Alone	NL Other Alone	NL 2+ Races
1	43,841	-118	-0.27%	33,078	6,627	1,585	104	1,374	91	251	731
2	43,055	-904	-2.06%	32,901	4,791	1,718	91	2,608	71	218	657
3	44,367	408	0.93%	29,483	5,322	3,965	137	4,026	137	229	1,068
4	44,574	615	1.40%	24,793	7,350	3,206	78	7,688	117	244	1,098
Total	175,837			120,255	24,090	10,474	410	15,696	416	942	3,554
Ideal	43,959	Deviation	3.46%								
Ideal = 1/4 of total population											

Voting Age Population	Total VAP*	Latino VAP	NL White Alone VAP	NL Black Alone VAP	NL AIAN Alone VAP	NL Asian Alone VAP	NL Hawaiian Alone VAP	NL Other Race Alone VAP	NL 2+ Races VAP
	32,586	23,475	5,858	1,254	95	1,167	63	149	525
	32,346	23,769	4,233	1,421	69	2,211	57	128	458
	33,335	21,155	4,649	3,029	116	3,391	109	164	722
	34,199	18,099	6,164	2,563	59	6,317	86	193	718
Total	132,466	86,498	20,904	8,267	339	13,086	315	634	2,423

Citizen Voting Age Population	CVAP*19 Total	CVAP19 NL White	CVAP19 NL Black	CVAP Hispanic	CVAP19 Not Hispanic	CVAP19 NL AIAN	CVAP19 NL ASIAN	CVAP19 NL Hawaiian	CVAP19 NL Other
	26,282	7,422	1,303	16,289	10,005	50	715	7	65
All Four Districts are	26,145	4,676	1,391	17,864	8,286	66	1,728	84	96
Majority/Minority Hispanic	25,929	5,032	2,254	15,830	10,077	110	2,089	74	33
Voting Districts	27,902	6,838	2,024	15,417	12,457	18	2,872	26	94
Total	106,258	23,968	6,972	65,400	40,825	244	7,404	191	288

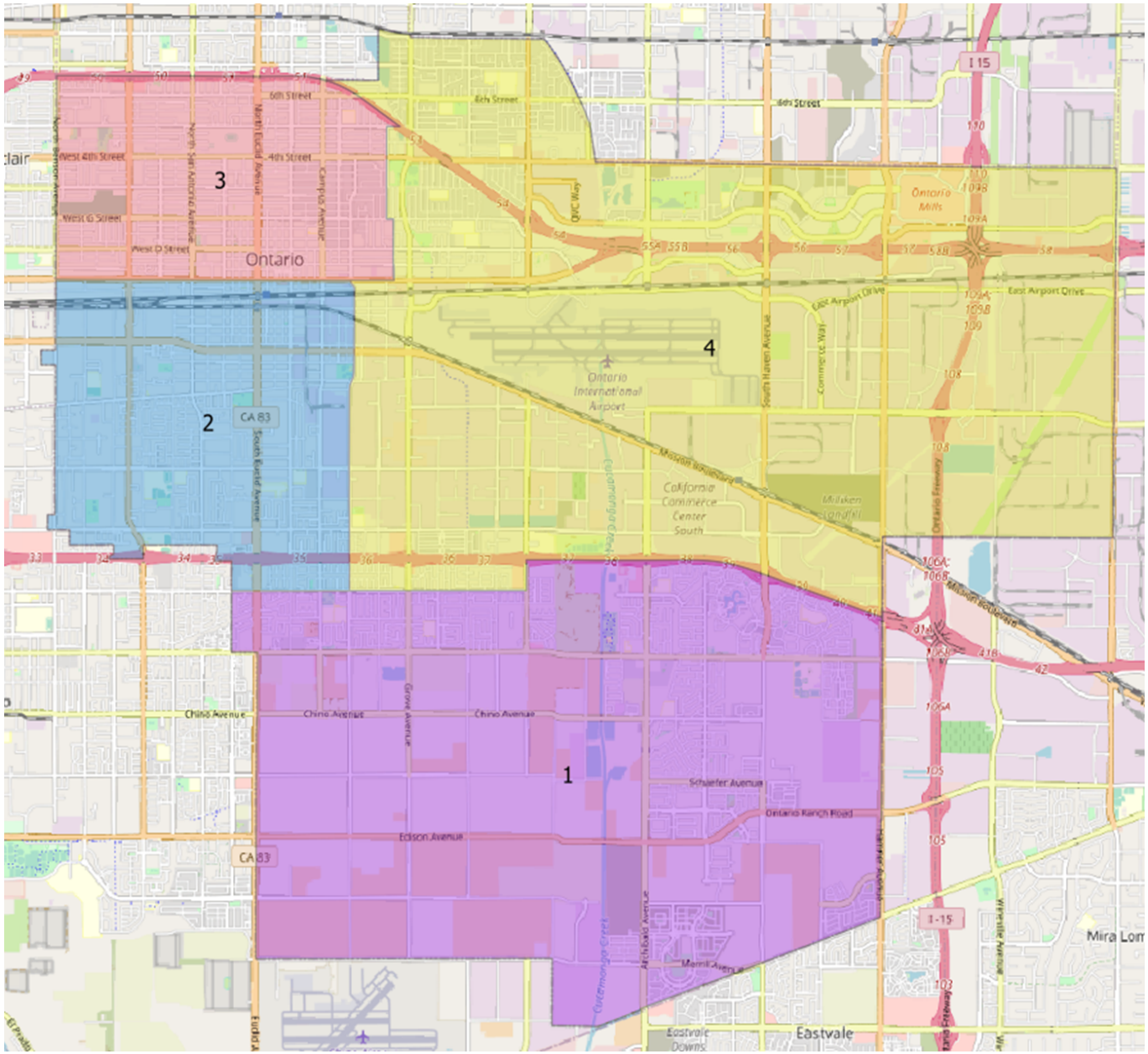
*NL = Non Latino

*AIAN = American Indian Alaskan Native

*VAP = Voting Age Population

*CVAP = Citizen Voting Age Population

City of Ontario – Transition to District Elections
Draft Map 6



Draft Proposed Election Sequence:

2024 – Districts 2 & 3

2026 – Districts 1 & 4

Total Deviation

5.23%
(under the acceptable norm of <10%)

Draws four (4) majority/minority Hispanic Voting Districts

Additional online viewing, with search and other geolocation features enabled, may be found at https://bit.ly/3MZMiJP

Draft Map 6 – Demographic Data

District	Total Population	Raw Population	% Population	Latino	NL* White Alone	NL Black Alone	NL AIAN* Alone	NL Asian Alone	NL Hawaiian Alone	NL Other Alone	NL 2+ Races
1	44,562	603	1.37%	23,752	7,680	3,337	89	8,161	116	254	1,173
2	42,354	-1,605	-3.65%	32,812	4,502	1,574	86	2,506	62	203	609
3	44,270	311	0.71%	33,422	6,690	1,583	106	1,380	98	254	737
4	44,651	692	1.57%	30,269	5,218	3,980	129	3,649	140	231	1,035
Total	175,837			120,255	24,090	10,474	410	15,696	416	942	3,554
Ideal	43,959	Deviation	5.23%								
Ideal = 1/4 Total Population											

Voting Age Population			Total VAP*	Latino VAP	NL White Alone VAP	NL Black Alone VAP	NL AIAN Alone VAP	NL Asian Alone VAP	NL Hawaiian Alone VAP	NL Other Race Alone VAP	NL 2+ Races VAP
			34,226	17,304	6,443	2,690	68	6,685	90	198	748
			31,682	23,686	3,942	1,292	64	2,122	47	114	415
			32,906	23,722	5,907	1,252	97	1,176	69	153	530
			33,652	21,786	4,612	3,033	110	3,103	109	169	730
		Total	132,466	86,498	20,904	8,267	339	13,086	315	634	2,423

Citizen Voting Age Population			CVAP19 Total	CVAP19 NL White	CVAP19 NL Black	CVAP Hispanic	CVAP19 Not Hispanic	CVAP19 NL AIAN	CVAP19 NL ASIAN	CVAP19 NL Hawaiian	CVAP19 NL Other
			27,718	6,837	2,016	15,130	12,561	18	2,912	26	99
All Four Districts are			25,182	4,449	1,401	17,268	7,921	52	1,613	84	99
Majority/Minority Hispanic			26,666	7,517	1,284	16,587	10,089	50	713	7	62
Voting Districts			26,692	5,165	2,271	16,415	10,254	124	2,166	74	28
		Total	106,258	23,968	6,972	65,400	40,825	244	7,404	191	288

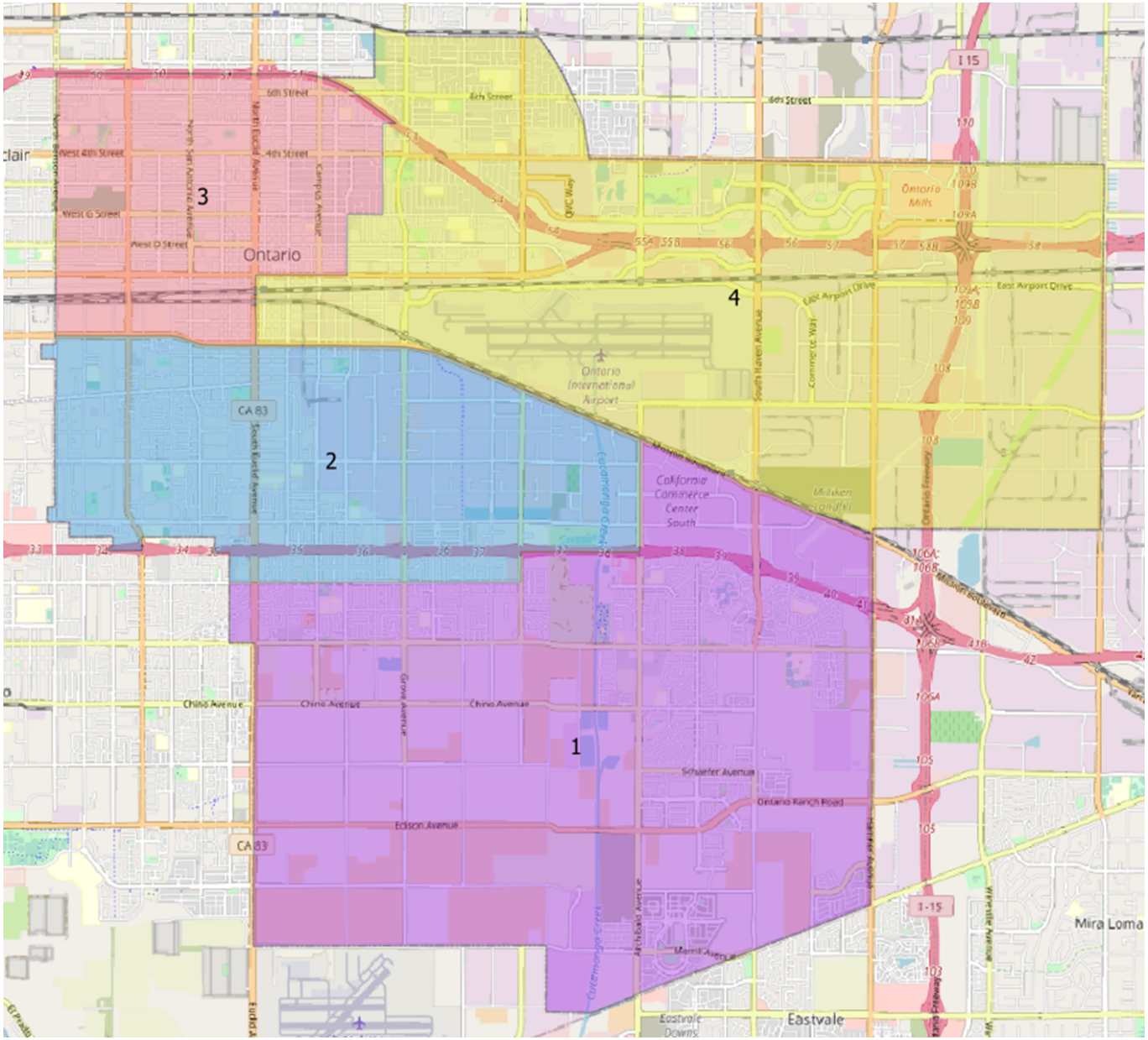
*NL = Non Latino

*AIAN = American Indian Alaskan Native

*VAP = Voting Age Population

*CVAP = Citizen Voting Age Population

City of Ontario – Transition to District Elections
Draft Map 7



Draft Proposed Election Sequence:

2024 – Districts 2 & 3

2026 – Districts 1 & 4

Total Deviation

4.81%
(under the acceptable norm of <10%)

Draws four (4) majority/minority Hispanic Voting Districts

Additional online viewing, with search and other geolocation features enabled, may be found at https://bit.ly/3MZMiJP

Draft Map 7 – Demographic Data

District	Total Population	Raw Population	% Population	Latino	NL* White Alone	NL Black Alone	NL AIAN* Alone	NL Asian Alone	NL Hawaiian Alone	NL Other Alone	NL 2+ Races
1	44,570	611	1.39%	23,755	7,680	3,337	89	8,164	116	254	1,175
2	43,761	-198	-0.45%	32,520	5,344	2,001	94	2,813	77	197	715
3	44,810	851	1.94%	33,865	6,746	1,604	101	1,392	96	271	735
4	42,696	-1,263	-2.87%	30,115	4,320	3,532	126	3,327	127	220	929
Total	175,837			120,255	24,090	10,474	410	15,696	416	942	3,554
Ideal	43,959	Deviation	4.81%								
Ideal = 1/4 total population											

Voting Age Population	Total VAP*	Latino VAP	NL White Alone VAP	NL Black Alone VAP	NL AIAN Alone VAP	NL Asian Alone VAP	NL Hawaiian Alone VAP	NL Other Race Alone VAP	NL 2+ Races VAP
	34,234	17,307	6,443	2,690	68	6,688	90	198	750
All Four Districts are	33,108	23,601	4,698	1,644	72	2,394	59	128	512
Majority/Minority Hispanic	33,529	24,259	5,967	1,264	96	1,182	69	167	525
Voting Districts	31,595	21,331	3,796	2,669	103	2,822	97	141	636
Total	132,466	86,498	20,904	8,267	339	13,086	315	634	2,423

Citizen Voting Age Population	CVAP*19 Total	CVAP19 NL White	CVAP19 NL Black	CVAP Hispanic	CVAP19 Not Hispanic	CVAP19 NL AIAN	CVAP19 NL ASIAN	CVAP19 NL Hawaiian	CVAP19 NL Other
	27,725	6,837	2,016	15,133	12,566	18	2,914	26	99
	27,519	5,501	1,605	18,028	9,478	66	1,906	84	90
	27,029	7,408	1,258	17,053	9,962	39	721	7	72
	23,985	4,222	2,093	15,186	8,819	121	1,863	74	27
Total	106,258	23,968	6,972	65,400	40,825	244	7,404	191	288

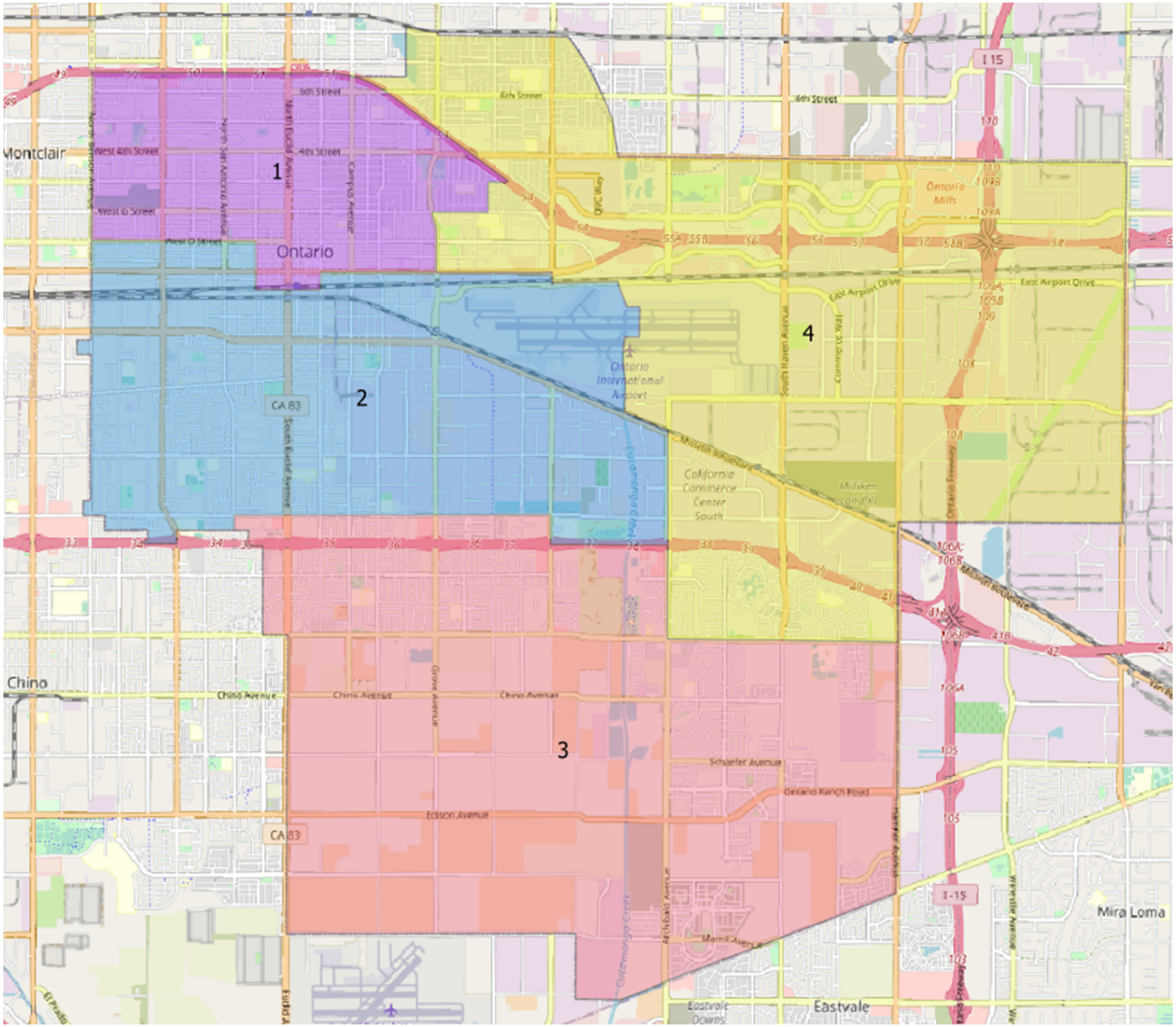
*NL = Non Latino

*AIAN = American Indian Alaskan Native

*VAP = Voting Age Population

*CVAP = Citizen Voting Age Population

City of Ontario – Transition to District Elections
Draft Map 8



Draft Proposed Election Sequence:

2024 – Districts 1 & 2

2026 – Districts 3 & 4

Total Deviation

3.59%
(under the acceptable norm of <10%)

Draws four (4) majority/minority Hispanic Voting Districts

Additional online viewing, with search and other geolocation features enabled, may be found at https://bit.ly/3MZMiJP

Draft Map 8 – Demographic Data

District	Total Population	Raw Population	% Population	Latino	NL* White Alone	NL Black Alone	NL AIAN* Alone	NL Asian Alone	NL Hawaiian Alone	NL Other Alone	NL 2+ Races
1	43,178	-781	-1.78%	32,742	6,562	1,425	95	1,326	89	231	708
2	43,712	-247	-0.56%	34,252	4,412	1,650	103	2,357	77	233	628
3	44,757	798	1.81%	24,950	7,129	3,135	84	8,022	125	226	1,086
4	44,190	231	0.52%	28,311	5,987	4,264	128	3,991	125	252	1,132
Total	175,837			120,255	24,090	10,474	410	15,696	416	942	3,554
Ideal	43,959	Deviation	3.59%								
Ideal = 1/4 total population											

Voting Age Population			Total VAP*	Latino VAP	NL White Alone VAP	NL Black Alone VAP	NL AIAN Alone VAP	NL Asian Alone VAP	NL Hawaiian Alone VAP	NL Other Race Alone VAP	NL 2+ Races VAP
			32,374	23,506	5,827	1,143	85	1,107	63	141	502
			32,179	24,321	3,839	1,333	82	1,995	53	125	431
			34,597	18,352	6,056	2,533	67	6,593	96	178	722
			33,316	20,319	5,182	3,258	105	3,391	103	190	768
		Total	132,466	86,498	20,904	8,267	339	13,086	315	634	2,423

Citizen Voting Age Population			CVAP*19 Total	CVAP19 NL White	CVAP19 NL Black	CVAP Hispanic	CVAP19 Not Hispanic	CVAP19 NL AIAN	CVAP19 NL ASIAN	CVAP19 NL Hawaiian	CVAP19 NL Other
			26,407	7,263	1,139	16,786	9,621	50	667	6	65
All four districts			25,220	4,342	1,438	17,546	7,739	56	1,485	69	95
are drawn as majority/minority			27,657	6,698	1,867	15,332	12,257	28	3,017	42	105
Hispanic voting districts			26,974	5,665	2,528	15,736	11,208	110	2,235	74	23
		Total	106,258	23,968	6,972	65,400	40,825	244	7,404	191	288

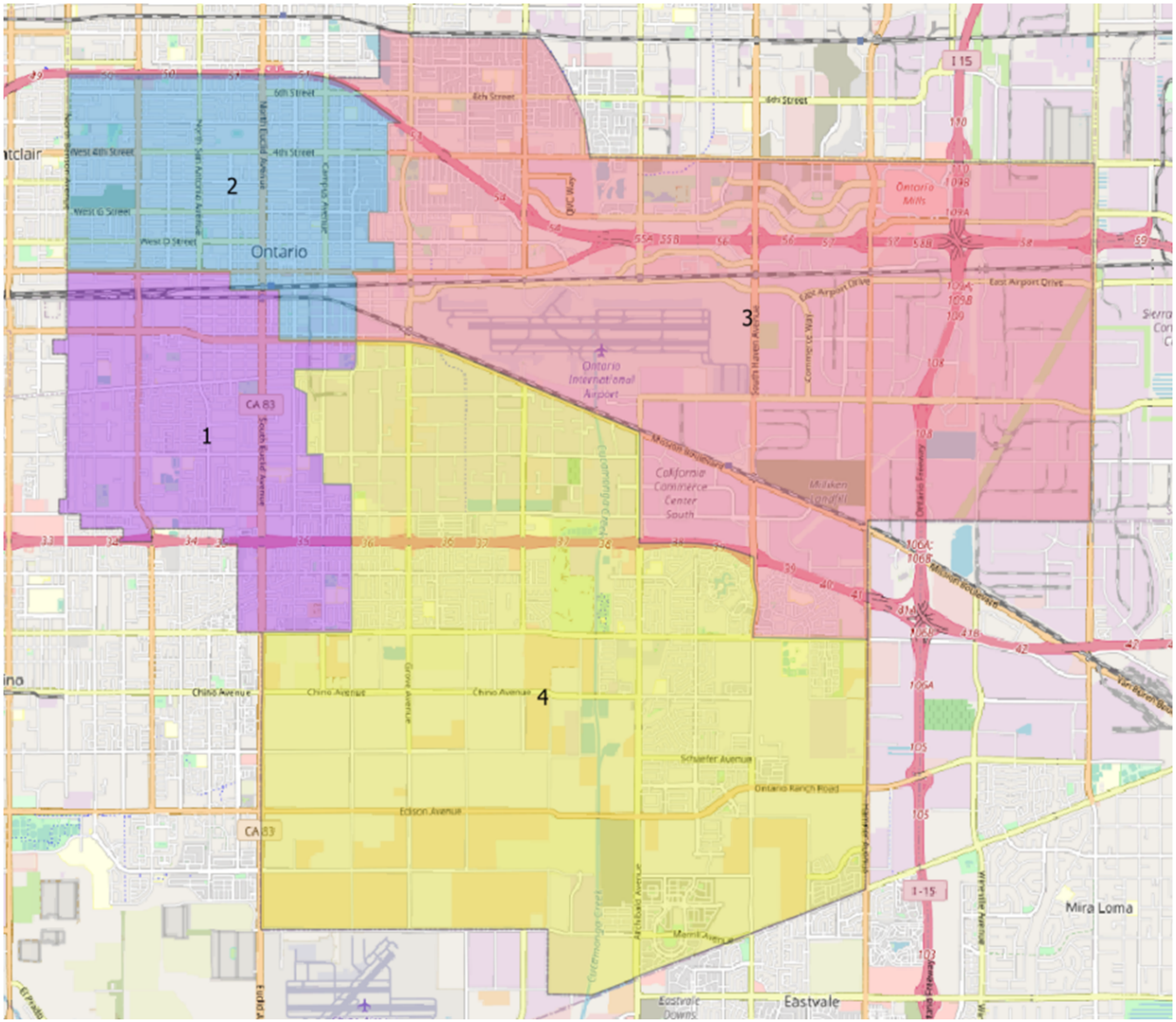
*NL = Non Latino

*AIAN = American Indian Alaskan Native

*VAP = Voting Age Population

*CVAP = Citizen Voting Age Population

City of Ontario – Transition to District Elections
Draft Map 9



Draft Proposed Election Sequence:

2024 – Districts 1 & 2

2026 – Districts 3 & 4

Total Deviation

3.80%
(under the acceptable norm of <10%)

Draws four (4) majority/minority Hispanic Voting Districts

Additional online viewing, with search and other geolocation features enabled, may be found at https://bit.ly/3MZMiJP

Draft Map 9 – Demographic Data

District	Total Population	Raw Population	% Population	Latino	NL* White Alone	NL Black Alone	NL AIAN* Alone	NL Asian Alone	NL Hawaiian Alone	NL Other Alone	NL 2+ Races
1	43,907	-52	-0.12%	32,455	5,087	1,691	97	3,567	66	213	731
2	44,546	587	1.33%	33,693	6,664	1,591	103	1,395	97	260	743
3	42,877	-1,082	-2.46%	28,896	5,030	3,830	131	3,616	129	222	1,023
4	44,507	548	1.25%	25,211	7,309	3,362	79	7,118	124	247	1,057
Total	175,837			120,255	24,090	10,474	410	15,696	416	942	3,554
Ideal	43,959	Deviation	3.80%								
Ideal = 1/4 total population											

Voting Age Population			Total VAP*	Latino VAP	NL White Alone VAP	NL Black Alone VAP	NL AIAN Alone VAP	NL Asian Alone VAP	NL Hawaiian Alone VAP	NL Other Race Alone VAP	NL 2+ Races VAP
			33,039	23,481	4,430	1,391	75	2,989	50	126	497
			33,156	23,978	5,877	1,258	96	1,185	71	155	536
			32,090	20,648	4,408	2,911	110	3,061	99	159	694
			34,181	18,391	6,189	2,707	58	5,851	95	194	696
		Total	132,466	86,498	20,904	8,267	339	13,086	315	634	2,423

Citizen Voting Age Population			CVAP*19 Total	CVAP19 NL White	CVAP19 NL Black	CVAP Hispanic	CVAP19 Not Hispanic	CVAP19 NL AIAN	CVAP19 NL ASIAN	CVAP19 NL Hawaiian	CVAP19 NL Other
			26,508	5,035	1,509	17,369	9,139	69	1,996	84	99
Draws four majority/minority			26,923	7,461	1,280	16,902	10,011	50	706	7	63
Hispanic Voting Districts			24,914	4,791	2,188	15,252	9,667	110	1,998	74	26
			27,913	6,681	1,995	15,877	12,008	15	2,704	26	100
		Total	106,258	23,968	6,972	65,400	40,825	244	7,404	191	288

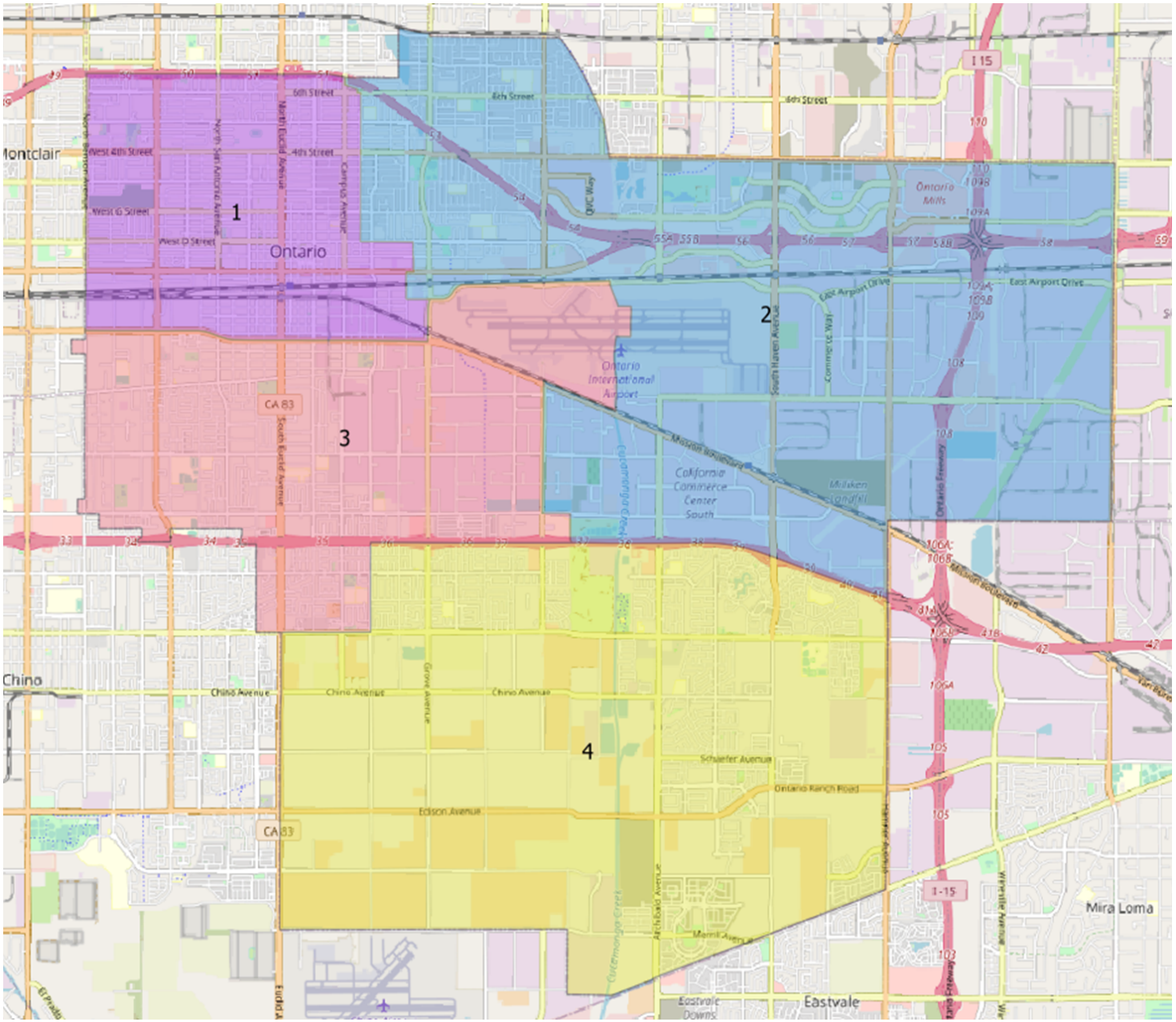
*NL = Non Latino

*AIAN = American Indian Alaskan Native

*VAP = Voting Age Population

*Citizen Voting Age Population

City of Ontario – Transition to District Elections
Draft Map 10



Draft Proposed Election Sequence:

2024 – Districts 1 & 3

2026 – Districts 2 & 4

Total Deviation

3.59%
(under the acceptable norm of <10%)

Draws four (4) majority/minority Hispanic Voting Districts

Additional online viewing, with search and other geolocation features enabled, may be found at https://bit.ly/3MZMiJP

Draft Map 10 – Demographic Data

District	Total Population	Raw Population	% Population	Latino	NL* White Alone	NL Black Alone	NL AIAN* Alone	NL Asian Alone	NL Hawaiian Alone	NL Other Alone	NL 2+ Races
1	43,629	-330	-0.75%	33,297	6,293	1,514	92	1,362	84	273	714
2	43,886	-73	-0.17%	30,687	4,773	3,622	135	3,360	139	218	952
3	44,951	992	2.26%	32,369	5,623	1,985	103	3,796	76	202	797
4	43,371	-588	-1.34%	23,902	7,401	3,353	80	7,178	117	249	1,091
Total	175,837			120,255	24,090	10,474	410	15,696	416	942	3,554
Ideal	43,959	Deviation	3.59%								
Ideal = 1/4 total population											

Voting Age Population			Total VAP*	Latino VAP	NL White Alone VAP	NL Black Alone VAP	NL AIAN Alone VAP	NL Asian Alone VAP	NL Hawaiian Alone VAP	NL Other Race Alone VAP	NL 2+ Races VAP
			32,321	23,602	5,568	1,189	87	1,156	59	160	500
			32,812	21,992	4,195	2,744	112	2,851	107	148	663
			34,109	23,505	4,941	1,655	81	3,177	61	131	558
			33,224	17,399	6,200	2,679	59	5,902	88	195	702
		Total	132,466	86,498	20,904	8,267	339	13,086	315	634	2,423

Citizen Voting Age Population			CVAP*19 Total	CVAP19 NL White	CVAP19 NL Black	CVAP Hispanic	CVAP19 Not Hispanic	CVAP19 NL AIAN	CVAP19 NL ASIAN	CVAP19 NL Hawaiian	CVAP19 NL Other
			25,469	6,848	1,271	16,072	9,399	50	721	3	67
Four Districts are drawn as			25,553	4,782	2,080	16,171	9,387	110	1,865	78	32
Majority/Minority Hispanic			28,609	5,662	1,650	18,480	10,126	83	2,223	84	89
Voting Districts			26,627	6,676	1,971	14,677	11,913	1	2,595	26	100
		Total	106,258	23,968	6,972	65,400	40,825	244	7,404	191	288

*NL = Non Latino

*AIAN = American Indian Alaskan Native

*VAP - Voting Age Population

*CVAP = Citizen Voting Age Population