

**CITY OF ONTARIO**  
**CITY COUNCIL AND HOUSING AUTHORITY**  
**AGENDA**  
**MARCH 20, 2018**

**Paul S. Leon**  
Mayor

**Alan D. Wapner**  
Mayor pro Tem

**Jim W. Bowman**  
Council Member

**Debra Dorst-Porada**  
Council Member

**Ruben Valencia**  
Council Member



**Scott Ochoa**  
City Manager

**John E. Brown**  
City Attorney

**Sheila Mautz**  
City Clerk

**James R. Milhiser**  
Treasurer

**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 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.
- 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 chambers will not be 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 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*)**

**6:30 p.m.**

***ROLL CALL***

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

***PLEDGE OF ALLEGIANCE***

Council Member Bowman

***INVOCATION***

Immam Said Seddouk, Al-Nur Islamic Center

**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.

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 meeting of the City Council and Housing Authority of February 20, 2018, approving same as on file in the Records Management Department.

### **2. BILLS/PAYROLL**

**Bills** January 28, 2018 through February 10, 2018 and **Payroll** January 28, 2018 through February 10, 2018, when audited by the Finance Committee.

### **3. A RESOLUTION PROHIBITING PARKING ON EUCLID AVENUE (STATE ROUTE 83) BETWEEN HOLT BOULEVARD AND I STREET**

That the City Council adopt a resolution prohibiting parking from 2 a.m. to 6 a.m. on all portions of Euclid Avenue (State Route 83) between Holt Boulevard and I Street.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, PROHIBITING PARKING ON EUCLID AVENUE (STATE ROUTE 83) BETWEEN HOLT BOULEVARD AND I STREET.

### **4. REGIONAL STREET IMPROVEMENT REIMBURSEMENT AGREEMENT WITH THE CITY OF EASTVALE**

That the City Council approve and authorize the City Manager to execute a Regional Street Improvement Reimbursement Agreement with the City of Eastvale (on file in the Records Management Department).

### **5. AN ORDINANCE REAUTHORIZING AND AMENDING ORDINANCE NO. 3035 INCLUDING THE FEE PAID TO THE CITY BY STATE VIDEO FRANCHISE HOLDERS FOR PUBLIC EDUCATIONAL AND GOVERNMENT ACCESS (PEG) PURPOSES**

That the City Council consider and adopt an ordinance reauthorizing City of Ontario Ordinance No. 3035 and amending Title 4, Chapter 20A so that as each state video franchise ordinance expires and is renewed by the California Public Utilities Commission (“CPUC”) now and in future years, state video franchise holders continue to pay to the City of Ontario such fees in support of public, educational, and government access (“PEG”) purposes.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, REAUTHORIZING AND AMENDING ORDINANCE NO. 3035 INCLUDING THE FEE PAID TO THE CITY BY STATE VIDEO FRANCHISE HOLDERS FOR PUBLIC, EDUCATIONAL, AND GOVERNMENT ACCESS PURPOSES.

**6. AN ORDINANCE TO CHANGE THE ZONING DESIGNATION (FILE NO. PZC16-003) ON A PORTION OF A LOT TOTALING 2.8 ACRES FROM IG (GENERAL INDUSTRIAL) TO IL (LIGHT INDUSTRIAL) FOR PROPERTY LOCATED AT THE NORTHWEST CORNER OF GROVE AVENUE AND MISSION BOULEVARD, AT 1192 EAST CALIFORNIA STREET, TO BRING PROPERTY ZONING INTO CONSISTENCY WITH THE ONTARIO PLAN (TOP) LAND USE DESIGNATIONS (APNS: 1049-382-05 AND 1049-172-01)**

That City Council consider and adopt an ordinance approving a Zone Change (File No. PZC16-003) to create consistency between the zoning and the General Plan land use designations for a portion of a 2.8-acre parcel located at the northwest corner of Mission Boulevard and Grove Avenue.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PZC16-003, A ZONE CHANGE ON A PORTION OF A LOT TOTALING 2.8 ACRES, FROM IG (GENERAL INDUSTRIAL) TO IL (LIGHT INDUSTRIAL), TO BRING PROPERTY ZONING INTO CONSISTENCY WITH THE POLICY PLAN (GENERAL PLAN) LAND USE PLAN (EXHIBIT LU-01), ON PROPERTY GENERALLY LOCATED AT THE NORTHWEST CORNER OF GROVE AVENUE AND MISSION BOULEVARD, AT 1192 EAST CALIFORNIA STREET, AND MAKING FINDINGS IN SUPPORT THEREOF—APNS: 1049-382-05 AND 1049-172-01. (SEE ATTACHMENT A).

**7. HOUSING ELEMENT ANNUAL PROGRESS REPORT FOR CALENDAR YEAR 2017 (FILE NO.: PADV18-001)**

That the City Council approve a resolution authorizing staff to transmit the 2017 Housing Element Annual Progress Report to the California Department of Housing and Community Development and the Office of Planning and Research.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING THE 2017 HOUSING ELEMENT ANNUAL PROGRESS REPORT AND AUTHORIZING STAFF TO SUBMIT THE REPORT TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AND THE OFFICE OF PLANNING AND RESEARCH.

**8. AN ORDINANCE TO CHANGE THE ZONING DESIGNATIONS (FILE NO. PZC17-001) ON APPROXIMATELY 800 PROPERTIES, GENERALLY CONCENTRATED IN THE DOWNTOWN AREA, AND THE RESIDENTIAL AREA NORTH OF THE I-10 FREEWAY, AND UTILITY CORRIDORS LOCATED MOSTLY ON THE EAST AND SOUTH SIDES OF THE CITY, AND ADDITIONAL AREAS LOCATED THROUGHOUT THE CITY, IN ORDER TO MAKE THE ZONING CONSISTENT WITH THE ONTARIO PLAN (TOP) LAND USE DESIGNATIONS OF THE PROPERTIES**

That City Council consider and adopt an ordinance approving a Zone Change (File No. PZC17-001) to create consistency between the zoning and the General Plan land use designations of the subject properties.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PZC17-001, A CITY INITIATED REQUEST TO CHANGE THE ZONING DESIGNATIONS ON APPROXIMATELY 800 PROPERTIES, GENERALLY CONCENTRATED IN THE DOWNTOWN AREA, AND THE RESIDENTIAL AREA NORTH OF THE I-10 FREEWAY, AND UTILITY CORRIDORS LOCATED MOSTLY ON THE EAST AND SOUTH SIDES OF THE CITY, AND ADDITIONAL AREAS LOCATED THROUGHOUT THE CITY, IN ORDER TO MAKE THE ZONING CONSISTENT WITH THE ONTARIO PLAN (TOP) LAND USE DESIGNATIONS OF THE PROPERTIES, AND MAKING FINDINGS IN SUPPORT THEREOF—APNS: AS SHOWN IN EXHIBIT A (ATTACHED).

**9. UPDATE OF THE CITYWIDE RECORDS RETENTION SCHEDULE**

That the City Council adopt a resolution approving revisions, updates and future updates to the Citywide Records Retention Schedule to comply with State Code, legislative actions and industry best practices.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, MAKING REVISIONS AND UPDATING CITY RECORDS RETENTION SCHEDULES AND AMENDING RESOLUTION NOS. 2010-048, 2011-070 AND 2016-113.

**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.**

**10. A PUBLIC HEARING REGARDING THE ECONOMIC DEVELOPMENT SUBSIDY REPORT AND A RETENTION AND OPERATING COVENANT AGREEMENT BETWEEN THE CITY OF ONTARIO AND CARDINAL HEALTH, 200, LLC AND RGH ENTERPRISES, INC. PURSUANT TO GOVERNMENT CODE SECTION 53083; CONSIDERATION OF RESOLUTIONS ACCEPTING THE ECONOMIC DEVELOPMENT SUBSIDY REPORT, APPROVING THE RETENTION AND OPERATING COVENANT AGREEMENT, AND MAKING RELATED FINDINGS**

That the City Council take the following actions:

- (A) Hold the public hearing;
- (B) Adopt a resolution accepting the Economic Development Subsidy Report prepared pursuant to Government Code Section 53083 regarding a Retention and Operating Covenant Agreement (on file with the Records Management Department) by and between the City of Ontario and Cardinal Health, 200, LLC, a Delaware Limited Liability Company (“Cardinal Health”) and RGH Enterprises, Inc., an Ohio Corporation (“RGH Enterprises”);
- (C) Adopt a resolution approving the Retention and Operating Covenant Agreement, authorizing the City Manager to execute the Retention and Operating Covenant Agreement, and making related findings; and
- (D) Direct City staff to file a categorical exemption based upon the City Council’s finding that the impacts for this existing facility 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.

Notice of public hearing has been duly given and affidavits of compliance are on file in the Records Management Department.

Written communication.

Oral presentation.

Public hearing closed.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACCEPTING THE ECONOMIC DEVELOPMENT SUBSIDY REPORT PREPARED PURSUANT TO GOVERNMENT CODE SECTION 53083 REGARDING THE RETENTION AND OPERATING COVENANT AGREEMENT BETWEEN THE CITY OF ONTARIO AND CARDINAL HEALTH, 200, LLC AND RGH ENTERPRISES, INC.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING THE RETENTION AND OPERATING COVENANT AGREEMENT BETWEEN THE CITY OF ONTARIO AND CARDINAL HEALTH, 200, LLC AND RGH ENTERPRISES, INC. AND MAKING RELATED FINDINGS.

**II. A PUBLIC HEARING TO CONSIDER AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT AMENDMENT (SECOND AMENDMENT – FILE NO PDA05-001) BETWEEN THE CITY OF ONTARIO AND EDENGLLEN ONTARIO LLC, TO CLARIFY AND UPDATE THE TIMING OF THE CONSTRUCTION OF PUBLIC INFRASTRUCTURE, THE DEVELOPMENT IMPACT FEE PROVISIONS, AND THE EXTENSION OF THE TERM OF THE AGREEMENT TO SERVE TRACT MAP NO'S 17392, 17558, 17559, 17560, 17561, 17562, 17563, 17564, 18789, 18790, AND 18791, GENERALLY LOCATED NORTH OF CHINO AVENUE, SOUTH OF RIVERSIDE DRIVE, EAST OF MILL CREEK AVENUE, AND WEST OF THE SCE UTILITY CORRIDOR, WITHIN PLANNING AREAS 1 THROUGH 8 OF THE EDENGLLEN SPECIFIC PLAN (APN: 0218-171-15; 0218-921-07, 08, 16, 19, 22, AND 30; 0218-931-01 THROUGH 25; 218-931-75 THROUGH 89; 0218-932-01 THROUGH 21; 0218-933-01 THROUGH 17; 0218-934-01 THROUGH 24; 0218-935-01-THROUGH 04; 0218-935-12 THROUGH 19; 0218-935-22 THROUGH 38; 0218-941-01 THROUGH 39; 0218-941-55 THROUGH 93; 0218-951-01 THROUGH 70; 0218-952-19 THROUGH 82; 0218-954-01 THROUGH 42; 0218-955-01 THROUGH 42; 0218-956-01 THROUGH 58; AND, 0218-961-07 THROUGH 88)**

That the City Council introduce and waive further reading of an ordinance approving the Second Amendment (File PDA05-001, on file with the Records Management Department) to the Development Agreement between the City of Ontario and Edenglen Ontario LLC, a Delaware Limited Liability Company, to clarify and update the phasing of the construction of public infrastructure to serve Tract Map No's 17392, 17558, 17559, 17560, 17561, 17562, 17563, 17564, 18789, 18790, and 18791 and extend the term of the Development Agreement.

Notice of public hearing has been duly given and affidavits of compliance are on file in the Records Management Department.

Written communication.

Oral presentation.

Public hearing closed.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING THE SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT, FILE NO. PDA05-001, BETWEEN THE CITY OF ONTARIO AND EDENGLLEN ONTARIO, LLC, TO CLARIFY AND UPDATE THE TIMING OF THE CONSTRUCTION OF PUBLIC INFRASTRUCTURE, THE DEVELOPMENT IMPACT FEE PROVISIONS, AND THE EXTENSION OF THE TERM OF THE AGREEMENT TO SERVE TRACT MAP NO'S 17392, 17558, 17559, 17560, 17561, 17562, 17563, 17564, 18789, 18790, 18791, AND 17564, GENERALLY LOCATED NORTH OF CHINO AVENUE, SOUTH OF RIVERSIDE DRIVE, EAST OF MILL CREEK AVENUE, AND WEST OF THE SCE UTILITY CORRIDOR, WITHIN PLANNING AREAS 1 THROUGH 8 OF THE EDENGLLEN SPECIFIC PLAN, AND MAKING FINDINGS IN SUPPORT THEREOF — APNS: 0218-171-15; 0218-921-07, 08, 16, 19, 22, AND 30; 0218-931-01 THROUGH 25; 218-931-75 THROUGH 89; 0218-932-01 THROUGH 21; 0218-933-01 THROUGH 17; 0218-934-01 THROUGH 24; 0218-935-01 THROUGH 04; 0218-935-12 THROUGH 19; 0218-935-22 THROUGH 38; 0218-941-01 THROUGH 39; 0218-941-55 THROUGH 93; 0218-951-01 THROUGH 70; 0218-952-19 THROUGH 82; 0218-954-01 THROUGH 42; 0218-955-01 THROUGH 42; 0218-956-01 THROUGH 58; 0218-961-07 THROUGH 88.

***12. A PUBLIC HEARING TO CONSIDER AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT (FILE NO. PDA16-002) BETWEEN THE CITY OF ONTARIO AND CVRC ONTARIO INVESTMENTS, LLC, FOR THE POTENTIAL DEVELOPMENT OF UP TO 480 RESIDENTIAL UNITS (FILE NO. PMTT16-004/TT 19966) ON 111.10 ACRES OF LAND WITHIN THE RESIDENTIAL SINGLE FAMILY DISTRICT OF PLANNING AREAS 2, 3, 4 AND 5 OF THE ARMSTRONG RANCH SPECIFIC PLAN, LOCATED ON THE SOUTHWEST CORNER OF RIVERSIDE DRIVE AND ONTARIO AVENUE (APNs: 218-101-01, 218-101-02, 218-101-07, 218-101-08, 218-102-10, AND 218-102-11)***

That the City Council introduce and waive further reading of an ordinance approving A Development Agreement (File No. PDA16-002, on file with the Records Management Department) between the City of Ontario and CVRC Ontario Investments, LLC, for the potential development of up to 480 residential units (File No. PMTT16-004/TT 19966) on 111.10 acres of land within the Residential Single Family district of Planning Areas 2, 3, 4 and 5 of the Armstrong Ranch Specific Plan, located on the southwest corner of Riverside Drive and Ontario Avenue.

Notice of public hearing has been duly given and affidavits of compliance are on file in the Records Management Department.

Written communication.  
Oral presentation.  
Public hearing closed.



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT (FILE NO. PDA16-002) BETWEEN THE CITY OF ONTARIO AND CVRC ONTARIO INVESTMENTS, LLC, FOR THE POTENTIAL DEVELOPMENT OF UP TO 480 RESIDENTIAL UNITS (FILE NO. PMTT16-004/TT 19966) ON 111.10 ACRES OF LAND WITHIN THE RESIDENTIAL SINGLE FAMILY DISTRICT OF PLANNING AREAS 2, 3, 4 AND 5 OF THE ARMSTRONG RANCH SPECIFIC PLAN, LOCATED ON THE SOUTHWEST CORNER OF RIVERSIDE DRIVE AND ONTARIO AVENUE, AND MAKING FINDINGS IN SUPPORT THEREOF—APNS: 0218-101-01, 0218-101-02, 0218-101-07, 0218-101-08, 0218-102-10, AND 0218-102-11.

**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

Agenda Report  
March 20, 2018

SECTION:  
CONSENT CALENDAR

**SUBJECT: A RESOLUTION PROHIBITING PARKING ON EUCLID AVENUE (STATE ROUTE 83) BETWEEN HOLT BOULEVARD AND I STREET**

**RECOMMENDATION:** That the City Council adopt a resolution prohibiting parking from 2 a.m. to 6 a.m. on all portions of Euclid Avenue (State Route 83) between Holt Boulevard and I Street.

**COUNCIL GOALS:** Invest in the Growth and Evolution of the City's Economy  
Maintain the Current High Level of Public Safety  
Pursue City's Goals and Objectives by Working with Other Governmental Agencies

**FISCAL IMPACT:** The installation of new signing is included in the City's annual operating budget.

**BACKGROUND:** Euclid Avenue (State Route 83) is operated by Caltrans and is also a truck route. Efforts to revitalize the downtown area have led to a determination that overnight parking of trucks on Euclid Avenue is having a detrimental effect on the community. Restricting all parking during early morning hours will address such concern. As such, staff recommends that parking be restricted between the hours of 2 a.m. and 6 a.m. on Euclid Avenue between Holt Boulevard and I Street on all days of the week.

Two sections of the California Vehicle Code (CVC Sections 22506 and 22507) allow local agencies to regulate parking on State Routes within their jurisdictions provided that they approve a resolution to that effect and submit it to Caltrans for approval. Once approved by the local Caltrans District, the agency can proceed with the posting of the desired restrictions.

City staff will submit the approved resolution to Caltrans District 8 for their review and approval, followed by any permitting requirements. Upon receipt of the Caltrans permits, staff will install the appropriate signage.

**STAFF MEMBER PRESENTING:** Louis Abi-Younes, P.E., City Engineer

Prepared by: Mauricio N. Diaz, P.E.  
Department: Engineering

City Manager  
Approval: 

Submitted to Council/O.H.A. 03/20/2018

Approved: \_\_\_\_\_

Continued to: \_\_\_\_\_

Denied: \_\_\_\_\_

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RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, PROHIBITING PARKING ON EUCLID AVENUE (STATE ROUTE 83) BETWEEN HOLT BOULEVARD AND I STREET.

WHEREAS, the California Vehicle Code (CVC Sections 22506 and 22507) allows local jurisdictions to regulate parking on State Routes by Resolution; and

WHEREAS, Euclid Avenue (State Route 83) is operated by Caltrans; and

WHEREAS, to meet the requirements of the CVC said Resolution must be submitted to the local Caltrans District for review and approval before the restriction can take affect; and

WHEREAS, the City of Ontario intends to prohibit parking on portions of Euclid Avenue (State Route 83) by Resolution.

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

1. Parking on Euclid Avenue (State Route 83) between Holt Boulevard and I Street is prohibited from 2:00 a.m. to 6:00 a.m., every day.

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

PASSED, APPROVED, AND ADOPTED this 20<sup>th</sup> day of March 2018.

\_\_\_\_\_  
PAUL S. LEON, MAYOR

ATTEST:

\_\_\_\_\_  
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

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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. 2018-    was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held March 20, 2018 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. 2018-    duly passed and adopted by the Ontario City Council at their regular meeting held March 20, 2018.

\_\_\_\_\_  
SHEILA MAUTZ, CITY CLERK

(SEAL)

# CITY OF ONTARIO

Agenda Report  
March 20, 2018

SECTION:  
CONSENT CALENDAR

**SUBJECT: REGIONAL STREET IMPROVEMENT REIMBURSEMENT AGREEMENT WITH THE CITY OF EASTVALE**

**RECOMMENDATION:** That the City Council approve and authorize the City Manager to execute a Regional Street Improvement Reimbursement Agreement with the City of Eastvale (on file in the Records Management Department).

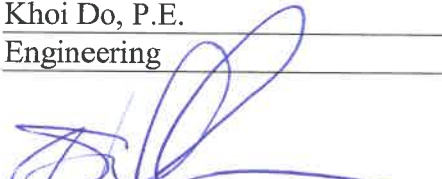
**COUNCIL GOALS:** Operate in a Businesslike Manner  
Pursue City's Goals and Objective by Working with Other Governmental Agencies  
Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in Ontario Ranch

**FISCAL IMPACT:** There is no net impact to the General Fund. The City of Ontario will reimburse the City of Eastvale for Ontario's fair share of the street improvements from street development impact fees collected from future developers within the reimbursement area as specified in the agreement (see Exhibit A). The maximum reimbursement amount is \$707,141.

**BACKGROUND:** In connection with development of the Goodman Commerce Center in the City of Eastvale, Ontario required the developer to construct certain public improvements (see Exhibit A) in the City of Ontario, including two southbound lanes, concrete intersections, master planned storm drain and landscaped median island improvements along Hamner Avenue between Ontario Ranch Road and Bellegrave Avenue at a cost of approximately \$3.5 million. Through negotiations with the developer and the City of Eastvale, the City of Ontario agreed to condition any future developments containing property frontage along this portion of Hamner Avenue to provide reimbursement of Ontario's fair share of the street improvement costs, up to \$707,141. The purpose of this agreement is to provide the mechanism for reimbursement of Ontario's fair share cost of the improvements to the City of Eastvale.

The reimbursement agreement has been reviewed and approved by the City Attorney.

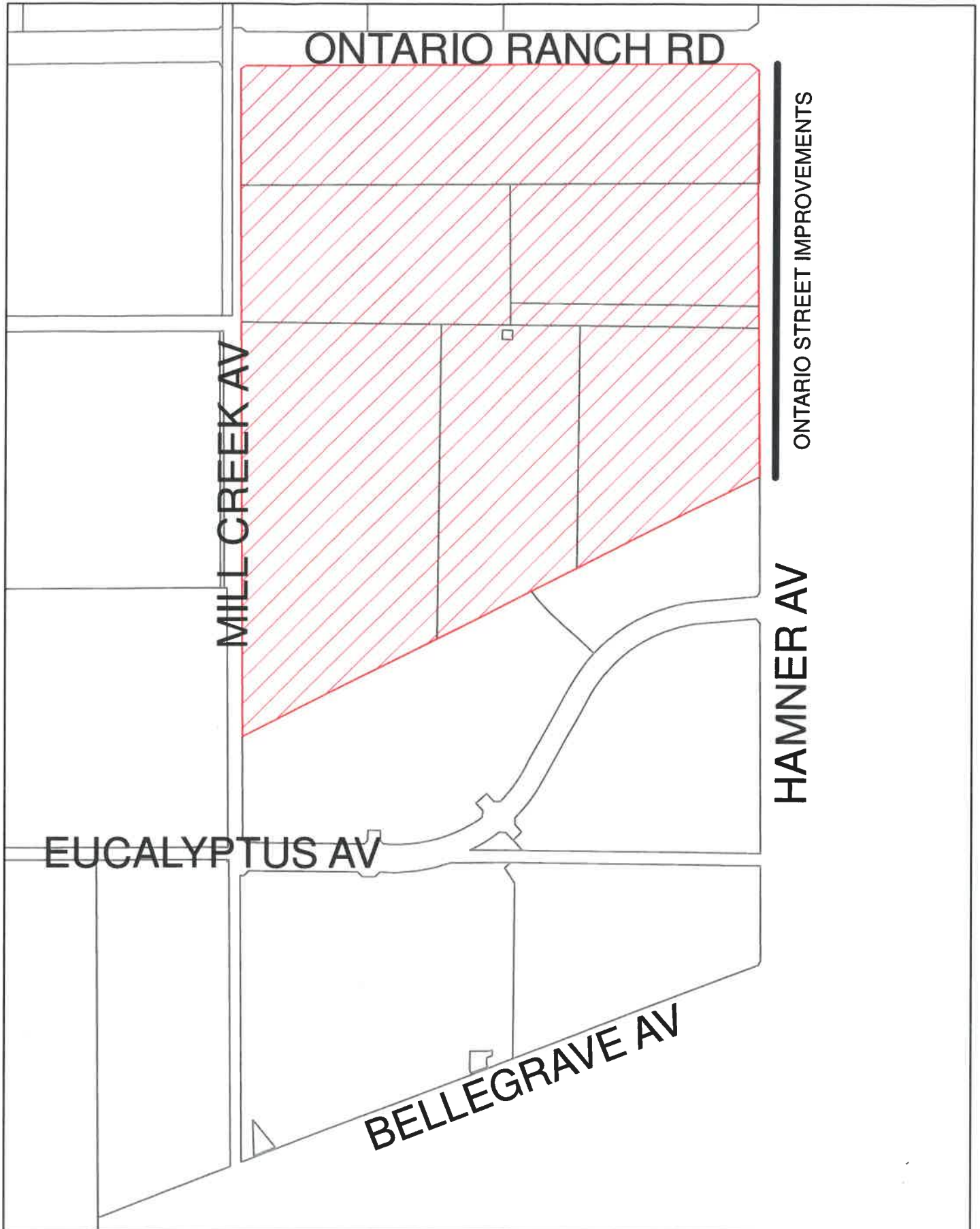
**STAFF MEMBER PRESENTING:** Louis Abi-Younes, P.E. City Engineer

Prepared by: Khoi Do, P.E.  
Department: Engineering  
City Manager Approval: 

Submitted to Council/O.H.A. 03/20/2018  
Approved: \_\_\_\_\_  
Continued to: \_\_\_\_\_  
Denied: \_\_\_\_\_

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# EXHIBIT A



# CITY OF ONTARIO

Agenda Report  
March 20, 2018

SECTION:  
CONSENT CALENDAR

**SUBJECT: AN ORDINANCE REAUTHORIZING AND AMENDING ORDINANCE NO. 3035 INCLUDING THE FEE PAID TO THE CITY BY STATE VIDEO FRANCHISE HOLDERS FOR PUBLIC EDUCATIONAL AND GOVERNMENT ACCESS (PEG) PURPOSES**


**RECOMMENDATION:** That the City Council consider and adopt an ordinance reauthorizing City of Ontario Ordinance No. 3035 and amending Title 4, Chapter 20A so that as each state video franchise ordinance expires and is renewed by the California Public Utilities Commission (“CPUC”) now and in future years, state video franchise holders continue to pay to the City of Ontario such fees in support of public, educational, and government access (“PEG”) purposes.

**COUNCIL GOALS:** Operate in a Businesslike Manner  
Invest in the City’s Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

**FISCAL IMPACT:** The City of Ontario collects PEG fees from state video franchise holders and the local cable franchise holder. If the recommended ordinance is not adopted, the existing state video franchise holders may stop paying their PEG fees to the City as their state franchises expire and are renewed. This is based on a claim that a reauthorization is required; and the local cable franchise holder may also stop paying fees to the City as its PEG support obligation is contractually contingent upon the incumbent state video franchise holder having to pay comparable PEG support.

**BACKGROUND:** On March 6, 2018 the City Council introduced and waived further reading of an ordinance reauthorizing and amending Ordinance No. 3035 including fees paid to the City for PEG purposes. In 2006, the Digital Infrastructure and Video Competition Act was signed into law and codified at California Public Utilities Code section 5800, et seq., (“DIVCA”). DIVCA established a state video franchising system that replaced local cable franchising but left some limited local authority over state video franchise holders. In 2015, The City Council adopted Ordinance No. 3035 implementing the City’s limited authority over state video franchise holders pursuant to DIVCA, including the adoption of a PEG fee payable by state video franchise holders in the amount one percent of gross revenues. The City currently collects PEG fees from two state video franchise holders serving residents: Spectrum (formerly Time Warner Cable), and Inyo Networks. Ontario also collects PEG fees under a local franchise

**STAFF MEMBER PRESENTING:** Elliott Ellsworth, Information Technology Director

Prepared by: E. Ellsworth  
Department: Information Technology  
City Manager Approval: 

Submitted to Council/O.H.A. 03/20/2018  
Approved: \_\_\_\_\_  
Continued to: \_\_\_\_\_  
Denied: \_\_\_\_\_

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agreement with Frontier (formerly Verizon) under a franchise requirement that is contingent upon the City requiring Spectrum to pay comparable PEG support. Frontier's local franchise agreement is set to expire in 2021, at which time Frontier will convert to a state video franchise as well.

Under DIVCA, state video franchises are issued by the CPUC and have a stated term of 10 years. The state video franchise held by Spectrum was recently renewed. Inyo Networks' franchise and is expected to be renewed in 2025. AT&T holds a state video franchise for Ontario which was renewed effective March 30, 2017. However, the company does not appear to be providing any video service in Ontario as it is not paying franchise or PEG fees. If AT&T begins offering video services, it will also be required to pay the franchise and PEG fees, as will any new state video franchise holders.

The DIVCA provision authorizing local entities to establish a PEG fee by ordinance also includes language indicating that an ordinance establishing a PEG fee shall expire, and may be reauthorized, upon the expiration of the state franchise. The statute is ambiguous and subject to different interpretations as to its meaning and application; and it is unclear if it would require the reauthorization of the PEG fee established by Ontario. Ordinance No. 3035 does not specifically address reauthorization, and, to the extent any action is required of the City under DIVCA, it is in the best interests of the City to adopt an ordinance reauthorizing Ordinance No. 3035 as soon as possible, so that when the Spectrum franchise expires and is renewed (effective January 2018), and as each of the other state video franchises expires and is renewed by the CPUC in future years, state video franchise holders continue to pay PEG fees. If approved, this ordinance will reauthorize Ordinance No. 3035 and amend it to provide for future reauthorizations that are automatic without the need for additional City Council action.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, REAUTHORIZING AND AMENDING ORDINANCE NO. 3035 INCLUDING THE FEE PAID TO THE CITY BY STATE VIDEO FRANCHISE HOLDERS FOR PUBLIC, EDUCATIONAL, AND GOVERNMENT ACCESS PURPOSES.

WHEREAS, in 2006, the Digital Infrastructure and Video Competition Act was signed into law and codified at California Public Utilities Code section 5800, et seq., (“DIVCA”); and

WHEREAS, DIVCA established a state video franchising system that replaced local cable franchising but also recognized the continued need to protect local revenues and control of public rights of way; and

WHEREAS, DIVCA provides that state video franchises are issued by the California Public Utilities Commission (“CPUC”) and have a stated term of 10 years; and

WHEREAS, DIVCA provides that a local entity may, by ordinance, establish a fee to support public access, educational, and government (“PEG”) purposes payable by state video franchise holders; and

WHEREAS, in 2015, the City of Ontario (“Ontario”) adopted Ordinance No. 3035, enacting a new Chapter 20A, “State Video Service Franchises,” in Title 4 (Public Safety) of the Municipal Code of the City of Ontario (“Municipal Code”) in order to implement its limited authority over state video franchise holders pursuant to DIVCA, which included adoption of a PEG fee payable by state video franchise holders in the amount of one percent (1%) of gross revenues; and

WHEREAS, Ontario currently collects PEG fees from two state video franchise holders: Spectrum (formerly Time Warner Cable), and Inyo Networks; and

WHEREAS, Spectrum’s state video franchise was renewed on January 2, 2018; and

WHEREAS, Inyo Networks holds a state video franchise set to expire and be renewed on June 26, 2025; and

WHEREAS, AT&T also holds a state video franchise that includes Ontario which expired and was renewed on March 30, 2017 but the company does not appear to be offering any video services in Ontario as it has paid no franchise or PEG fees to date; and

WHEREAS, Ontario currently collects PEG fees from Frontier (formerly Verizon) under its local cable franchise agreement pursuant to a provision which makes payment of PEG fees contingent on the imposition of comparable PEG support obligations on Spectrum, and will continue to do so until Frontier’s local franchise expires on its own terms on August 18, 2021 and is replaced by a state video franchise; and

WHEREAS, DIVCA provides that the ordinance establishing a PEG fee shall expire, and may be reauthorized, upon the expiration of the state franchise, but there is uncertainty as to under what circumstances, if any, the provision applies to Ontario's PEG fee; and

WHEREAS, to the extent any action is required of Ontario, it is deemed to be in the best interests of Ontario to adopt an ordinance reauthorizing and amending Ordinance No. 3035 including the PEG fee so that as each state video franchise expires and is renewed by the CPUC now and in future years, state video franchise holders continue to pay PEG fees.

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

SECTION 1. Incorporation of Recitals. The above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. To the extent reauthorization is required by law, Chapter 20A, "State Video Service Franchises," in Title 4 (Public Safety) of the Municipal Code of the City of Ontario, including the PEG fee, is hereby reauthorized.

SECTION 3. The text currently comprising Section 4.20-55 is hereby renumbered, with its current text comprising new Subsection 4.20-55(A).

SECTION 4. A new Subsection 4.20-55(B) is hereby added to Chapter 20A of Title 4 (Public Safety) of the Municipal Code of the City of Ontario, to read as follows:

"B. To the extent reauthorization is required by law, this chapter, including the PEG fee in the amount of one percent (1%) of the state franchise holder's gross revenues, is automatically reauthorized as to each affected state video franchise holder upon the expiration of any state franchise. Any and all reauthorizations shall be effective for so long as such reauthorization is required by law."

SECTION 5. CEQA. This Ordinance is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act ("CEQA") Guidelines, because it has no potential for resulting in physical changes in the environment, directly or indirectly. The City Council further finds, under Title 14 of the California Code of Regulations, Section 15061(b)(3), that this Ordinance is nonetheless exempt from the requirements of CEQA in that the activity is covered by the general rule that CEQA only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The City Council, therefore, directs that a Notice of Exemption be filed with the County Clerk of the County of San Bernardino in accordance with CEQA Guidelines.

SECTION 6. Custodian of Records. The documents and materials which constitute the record of proceedings on which this Ordinance is based are located at the City Clerk's office located at 303 East "B" Street, Ontario, CA 91764. The Custodian of these records is the City Clerk.

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 City Council of the City of Ontario hereby declares that it 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 thirty (30) days following its adoption.

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

PASSED, APPROVED, AND ADOPTED this 20<sup>th</sup> day of March 2018.

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PAUL S. LEON, MAYOR

ATTEST:

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SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

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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. 3091 was duly introduced at a regular meeting of the City Council of the City of Ontario held March 6, 2018 and adopted at the regular meeting held March 20, 2018 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. 3091 duly passed and adopted by the Ontario City Council at their regular meeting held March 20, 2018 and that Summaries of the Ordinance were published on March 13, 2018 and March 27, 2018, in the Inland Valley Daily Bulletin newspaper.

\_\_\_\_\_  
SHEILA MAUTZ, CITY CLERK

(SEAL)

# CITY OF ONTARIO

Agenda Report  
March 20, 2018

SECTION:  
CONSENT CALENDAR

**SUBJECT:** AN ORDINANCE TO CHANGE THE ZONING DESIGNATION (FILE NO. PZC16-003) ON A PORTION OF A LOT TOTTALLING 2.8 ACRES FROM IG (GENERAL INDUSTRIAL) TO IL (LIGHT INDUSTRIAL) FOR PROPERTY LOCATED AT THE NORTHWEST CORNER OF GROVE AVENUE AND MISSION BOULEVARD, AT 1192 EAST CALIFORNIA STREET, TO BRING PROPERTY ZONING INTO CONSISTENCY WITH THE ONTARIO PLAN (TOP) LAND USE DESIGNATIONS (APNS: 1049-382-05 AND 1049-172-01)

**RECOMMENDATION:** That City Council consider and adopt an ordinance approving a Zone Change (File No. PZC16-003) to create consistency between the zoning and the General Plan land use designations for a portion of a 2.8-acre parcel located at the northwest corner of Mission Boulevard and Grove Avenue.


**COUNCIL GOALS:** Invest in the Growth Evolution of the City's Economy  
Operate in a Businesslike Manner

**FISCAL IMPACT:** No fiscal impact is anticipated because the proposed General Plan Amendment and Zone Change are in alignment with the existing use of the property.

**BACKGROUND:** On March 6, 2018, the City Council introduced and waived further reading of an ordinance approving the Zone Change. In 2010, The Ontario Plan ("TOP") was adopted which sets forth the land use pattern for the City to achieve its Vision. Following adoption of TOP, staff embarked on a two pronged effort to ensure that the zoning and TOP land use designations are consistent for all properties in the City and to update the Development Code. Staff worked to establish zones that will effectively implement the intent of TOP. In 2015, the Development Code update was adopted, which went into effect January 1, 2016. The applications described below are part of this TOP-Zoning Consistency effort.

In March 2016, the property owner for 1192 East California Street submitted a Tentative Parcel Map (File No. PMTT16-007/PM 19721) to merge 2.8 acres of land into a single parcel and a Development Plan (File No. PDEV16-009) to construct a 52,445-square foot industrial building. The Tentative Tract Map and Development Plan were approved by the Planning Commission in September 2016 and the project is

**STAFF MEMBER PRESENTING:** Scott Murphy, Assistant Development Director

Prepared by: Jeanie Irene Aguilo  
Department: Planning  
City Manager Approval: 

Submitted to Council/O.H.A. 03/20/2018  
Approved: \_\_\_\_\_  
Continued to: \_\_\_\_\_  
Denied: \_\_\_\_\_

6

currently under construction. The Project involved two separate parcels of land, each with a different land use designation, and the vacation of a paper street. In order to establish a single land use designation for the entire Project site, consistent with TOP's Vision, staff has initiated a General Plan Amendment (File No. PGPA16-005) to modify the Official Land Use Plan (Exhibit LU-01 of TOP's Policy Plan component), changing the land use designation on a portion of the project site from Industrial (IND) to Business Park (BP). Furthermore, the Future Buildout Table (Exhibit LU-03 of TOP's Policy Plan component) will be modified to be consistent with the proposed changes to the Official Land Use Plan.

In addition to the General Plan Amendment, staff has initiated a Zone Change (File No. PZC16-003) to change the zoning designation on the portion of the project site affected by the General Plan Amendment from IG (General Industrial) to IL (Light Industrial). Similar to the General Plan Amendment, the proposed Zone Change will serve to further TOP's Vision through alignment of the project site's zoning designation with the type and intensity of development existing on the project site and throughout the surrounding area.

On January 23, 2018, The Planning Commission conducted a public hearing to consider the proposed General Plan Amendment and Zone Change. Upon conclusion of the public hearing, the Planning Commission voted unanimously (6-0) to approve resolutions recommending that the City Council adopt an Addendum to The Ontario Plan Environmental Impact Report and approve the General Plan Amendment and Zone Change.

**AIRPORT LAND USE COMPATIBILITY PLAN (ALUCP) COMPLIANCE:** The project site is located within the Airport Influence Area of the Ontario International Airport, and has been found to be consistent with the policies and criteria set forth within the Ontario International Airport Land Use Compatibility Plan (ALUCP).

**ENVIRONMENTAL REVIEW:** As supported by the analysis presented in the Addendum to The Ontario Plan Environmental Impact Report (EIR), the potential environmental effects of the proposed General Plan Amendment, File No. PGPA 16-005, and Zone Change, File No. PZC16-003, have been adequately addressed in The Ontario Plan EIR (SCH# 2008101140), prepared pursuant to the Environmental Quality Act (CEQA) and the CEQA Guidelines promulgated thereunder, and the City of Ontario Local CEQA Guidelines. The Ontario Plan EIR was originally prepared in conjunction with General Plan Amendment No. PGPA06-001, and was certified by the City of Ontario City Council on January 27, 2010, by Resolution No. 2010-003. The proposed project does not introduce any new environmental impacts.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PZC16-003, A ZONE CHANGE ON A PORTION OF A LOT TOTALING 2.8 ACRES, FROM IG (GENERAL INDUSTRIAL) TO IL (LIGHT INDUSTRIAL), TO BRING PROPERTY ZONING INTO CONSISTENCY WITH THE POLICY PLAN (GENERAL PLAN) LAND USE PLAN (EXHIBIT LU-01), ON PROPERTY GENERALLY LOCATED AT THE NORTHWEST CORNER OF GROVE AVENUE AND MISSION BOULEVARD, AT 1192 EAST CALIFORNIA STREET, AND MAKING FINDINGS IN SUPPORT THEREOF—APNS: 1049-382-05 AND 1049-172-01. (SEE ATTACHMENT A).

WHEREAS, City of Ontario ("Applicant") has filed an Application for the approval of a Zone Change, File No. PZC16-003, as described in the title of this Ordinance (hereinafter referred to as "Application" or "Project"); and

WHEREAS, the Application applies to a portion of a property totaling 2.8 acres of land generally located at the northwest corner of Grove Avenue and Mission Boulevard, at 1192 East California Street; and

WHEREAS, the Project was filed in conjunction with a Tentative Parcel Map (File No. PMTT16-007/PM 19721), to merge 2.8 acres of land into a single parcel and a Development Plan (File No. PDEV16-009) to construct a 52,445-square foot industrial building. The Development Plan required that the Policy Plan (General Plan) land use designation for a portion of the property be changed from Industrial (IND) to Business Park (BP), consistent with the Vision of The Ontario Plan (TOP). The proposed Zone Change is designed to support the General Plan Amendment being processed concurrently, from IG (General Industrial) to IL (Light Industrial), to bring property zoning into consistency with the Policy Plan (general plan) component of TOP, as shown on Exhibit A, attached; and

WHEREAS, the Application is a project pursuant to the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) ("CEQA") and an initial study has been prepared to determine possible environmental impacts; and

WHEREAS, 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 ("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 January 23, 2018, the Planning Commission of the City of Ontario conducted a hearing to consider the Addendum and the Project, and concluded said hearing on that date, voting to issue Resolution No. PC18-009 recommending the City Council approve the Application; and

WHEREAS, on March 6, 2018 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 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 environmental impacts of this project were reviewed in conjunction with an Addendum to The Ontario Plan Environmental Impact Report — State Clearinghouse No. 2008101140 ("Certified EIR"), which was certified by the Ontario City Council on January 27, 2010, in conjunction with File No. PGPA06-001.

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

(3) The City's "Guidelines for the Implementation of the California Environmental Quality Act (CEQA)" provide for the use of a single environmental assessment in situations where the impacts of subsequent projects are adequately analyzed. This Application introduces no new significant environmental impacts; and

(4) The Addendum contains a complete and accurate reporting of the environmental impacts associated with the Project, and reflects the independent judgment of the City Council; and.

(5) There is no substantial evidence in the administrative record supporting a fair argument that the project may result in significant environmental impacts; and

(6) The proposed project will introduce no new significant environmental impacts beyond those previously analyzed in the Certified EIR, and all mitigation measures previously adopted by the Certified EIR, are incorporated herein by this reference.

**SECTION 2. Additional Environmental Review Not Required.** Based on the Addendum, all related information presented to the City Council, and the specific findings set forth in Section 1, above, the City Council finds that the preparation of a subsequent or supplemental environmental impact report is not required 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. 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, 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 City Council during the above-referenced hearing, and upon the specific findings set forth in Sections 1 through 3, above, the City Council hereby concludes as follows:

(1) The proposed zone change is consistent with the goals and policies of The Ontario Plan as follows:

**LU2-1 Land Use Decisions.** We minimize adverse impacts on adjacent properties when considering land use and zoning requests.

Compliance: The proposed zone change closely coordinates with land use designations in the surrounding area which will not increase adverse impacts on adjacent properties.

**LU4-1 Commitment to Vision.** We are committed to achieving our Vision but realize that it may take time and several interim steps to get there.

Compliance: The proposed zone change will provide consistency between the portion of the property from General Industrial to Light Industrial while maintaining a logical land use pattern in and around the affected areas.

**LU5-7 ALUCP Consistency with Land Use Regulations.** We comply with state law that required general plans, specific plans and all new development by consistent with the policies and criteria set forth within an Airport Land Use Compatibility Plan for any public use airport.

Compliance: The proposed project is located within the Safety, Noise, Airspace Protection and Overflight Zones of the ALUCP. A consistency determination was completed and the proposed project is consistent with the policies and criteria of the ALUCP, subject to conditions.

**S4-6 Airport Noise Compatibility.** We utilize information from Airport Land Use Compatibility Plans to prevent the construction of new noise sensitive land uses within airport noise impact zones.

Compliance: The project site is located entirely within the 70-75 dB CNEL Noise Impact Zone of the ALUCP. The proposed uses include warehouse, light manufacturing and ancillary office uses. These uses are consistent with ALUCP Table 2-3 (Noise Criteria); provided, the light manufacturing and office uses are able to meet noise attenuating criteria of 50 dB interior noise levels. The proposed land use designations are compatible with the Noise Impact area.

(2) The proposed Zone Change would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City. The proposed Zone Change will not be detrimental to the public interest, health, safety, convenience or general welfare, as the Zone Change is required to make the zoning designations consistent with TOP and will not change the existing built environment.

(3) The proposed Zone Change will not adversely affect the harmonious relationship with adjacent properties and land uses. The proposed Zone Change will not adversely affect the harmonious relationship with adjacent properties and land uses, as the Zone Change is required to make the zoning designations consistent with TOP and will not change the existing built environment.

(4) The subject site is physically suitable, including, but not limited to, parcel size, shape, access, and availability of utilities, for the request and anticipated development. The proposed Zone Change will not affect the existing built environment and the future redevelopment of the property will be required to meet the Light Industrial (IL) development standards.

(5) During the amendment of the general plan, opportunities for the involvement of citizens, California Native American Indian tribes (Government Code Section 65352.3.), public agencies, public utility companies, and civic, education, and other community groups, through public hearings or other means were implemented consistent with Government Code Section 65351.

**SECTION 5.** ***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 zone change application, as detailed in "Exhibit A," attached hereto, and incorporated herein by this reference.

**SECTION 6.** ***Indemnification.*** The Applicant shall agree to defend, indemnify and hold harmless, the City of Ontario or its agents, officers, and employees from any claim, action or proceeding against the City of Ontario or its agents, officers or employees to attack, set aside, void, or annul this approval. The City of Ontario shall promptly notify the applicant of any such claim, action, or proceeding, and the City of Ontario shall cooperate fully in the defense.

**SECTION 7.** ***Custodian of Records.*** The documents and materials that constitute the record of proceedings on which these findings have been based are located at the City of Ontario City Hall, 303 East "B" Street, Ontario, California 91764. The custodian for these records is the City Clerk of the City of Ontario.

**SECTION 8.** ***Severability.*** If any section, sentence, clause or phrase of this Ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The People of the City of Ontario hereby declare that they would have adopted

this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 9. **Effective Date.** This Ordinance shall become effective 30 days following its adoption.

SECTION 10. **Publication and Posting.** The Mayor shall sign this Ordinance and the City Clerk shall certify as to the adoption and shall cause a summary thereof to be published at least once, in a newspaper of general circulation in the City of Ontario, California within 15 days following the adoption. The City Clerk shall post a certified copy of this ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this 20<sup>th</sup> day of March 2018.

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PAUL S. LEON, MAYOR

ATTEST:

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SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

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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. 3092 was duly introduced at a regular meeting of the City Council of the City of Ontario held March 6, 2018 and adopted at the regular meeting held March 20, 2018 by the following roll call vote, to wit:

AYES:            COUNCIL MEMBERS:

NOES:           COUNCIL MEMBERS:

ABSENT:        COUNCIL MEMBERS:

\_\_\_\_\_  
SHEILA MAUTZ, CITY CLERK

(SEAL)













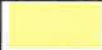















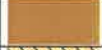
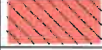
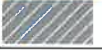


I hereby certify that the foregoing is the original of Ordinance No. 3092 duly passed and adopted by the Ontario City Council at their regular meeting held March 20, 2018 and that Summaries of the Ordinance were published on March 13, 2018 and March 27, 2018, in the Inland Valley Daily Bulletin newspaper.

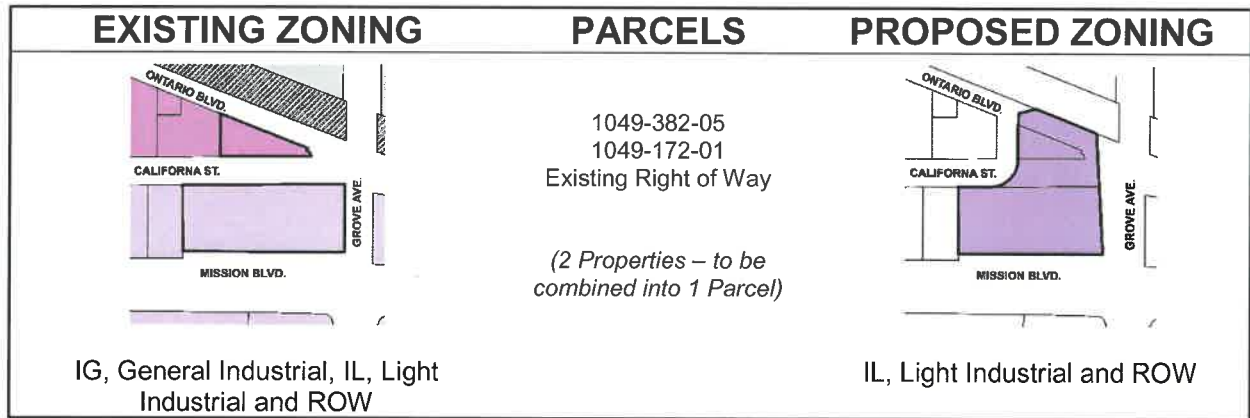
\_\_\_\_\_  
SHEILA MAUTZ, CITY CLERK

(SEAL)

## EXHIBIT A: Proposed Zone Change

### ZONING Legend:

	AR-2, Residential-Agricultural		PUD, Planned Unit Development		BP, Business Park		OS-R, Open Space - Recreation
	RE-2, Rural Estate		MU, Mixed Use 1 - Downtown, 2-East Holt, 11-Francis&Euclid		IP, Industrial Park		OS-C, Open Space-Cemetery
	RE-4, Residential Estate		CS, Corner Store		IL, Light Industrial		UC, Utilities Corridor
	LDR-5, Low Density Residential		CN, Neighborhood Commercial		IG, General Industrial		SP, Specific Plan
	MDR-11, Low-Medium Density Residential		CC, Community Commercial		IH, Heavy Industrial		SP(AG), Specific Plan with Agricultural Overlay
	MDR-18, Medium Density Residential		CCS, Convention Center Support		ONT, Ontario Int'l Airport		ES, Emergency Shelter Overlay
	MDR-25, Medium-High Density Residential		OL, Low Intensity Office		CIV, Civic		MTC, Multimodal Transit Center Overlay
	HDR-45, High Density Residential		OH, High Intensity Office		RC, Rail Corridor		ICC, Interim Community Commercial Overlay
	MHP, Mobile Home Park						



# CITY OF ONTARIO

Agenda Report  
March 20, 2018

SECTION:  
CONSENT CALENDAR

**SUBJECT: HOUSING ELEMENT ANNUAL PROGRESS REPORT FOR CALENDAR YEAR 2017 (FILE NO.: PADV18-001)**

**RECOMMENDATION:** That the City Council approve a resolution authorizing staff to transmit the 2017 Housing Element Annual Progress Report to the California Department of Housing and Community Development and the Office of Planning and Research.

**COUNCIL GOALS: Operate in a Businesslike Manner**  
**Focus Resources in Ontario's Commercial and Residential Neighborhoods**


**FISCAL IMPACT:** None.

**BACKGROUND:** The Housing Element Update for the 2014-2021 Housing Element Cycle was adopted by City Council on October 15, 2013. In accordance with California Government Code Section 65400, a report analyzing the City's progress towards compliance with the adopted Housing Element must be submitted to the California Department of Housing and Community Development (HCD) and the Office of Planning and Research (OPR) on an annual basis. The attached report for calendar year 2017 is the fourth progress report for the 2014 to 2021 Housing Element cycle.

The City's 2014-2021 Housing Element identified four major categories of housing goals and includes 31 implementing programs to accomplish these goals. The four major categories include 1) Neighborhoods and Housing, 2) Housing Supply and Diversity, 3) Government Constraints, and 4) Housing Assistance. The attached report indicates the City's progress towards meeting the housing needs identified in the Housing Element through the identified implementing programs.

Staff requests that the City Council authorize the submittal of the Report to HCD and OPR in compliance with State law.

**STAFF MEMBER PRESENTING:** Scott Murphy, Assistant Development Director

Prepared by: Clarice Burden  
Department: Planning  
City Manager Approval: 

Submitted to Council/O.H.A. 03/20/2018  
Approved: \_\_\_\_\_  
Continued to: \_\_\_\_\_  
Denied: \_\_\_\_\_

7



**ENVIRONMENTAL REVIEW:** The Housing Element Annual Report is Categorically Exempt from California Environmental Quality Act (CEQA), as amended in accordance with Section 15306 (Information Collection).

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING THE 2017 HOUSING ELEMENT ANNUAL PROGRESS REPORT AND AUTHORIZING STAFF TO SUBMIT THE REPORT TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AND THE OFFICE OF PLANNING AND RESEARCH.

WHEREAS, the City of Ontario adopted the 2014-2021 Housing Element of the General Plan pursuant to Section 65352 of the Government Code in October of 2013; and

WHEREAS, the California Department of Housing and Community Development certified that the adopted 2014-2021 Housing Element was in full compliance with state housing law in November 2013; and

WHEREAS, the City is required to submit an annual report on the progress of the Housing Element per Government Code Section 65400(b)(1); and

WHEREAS, the proposed 2017 Housing Element Annual Progress Report has been prepared in accordance with Government Code Section 65400(b)(1); and

WHEREAS, the proposed 2017 Housing Element Annual Progress Report is the fourth progress report for the 2014-2021 Housing Element Cycle; and

WHEREAS, the proposed 2017 Housing Element Annual Progress Report is categorically exempt from California Environmental Quality Act (CEQA), as amended, pursuant to Section 15306 (Information Collections); and

WHEREAS, on March 20, 2018, the City Council of the City of Ontario conducted a hearing to review the 2017 Housing Element Progress Report and accept public comments on the Report, and concluded said hearing on that date.

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

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

- (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 categorically exempt from environmental review pursuant to Section 15306. (Class 6—Information Collection) of the CEQA Guidelines; and
- (3) The application of the categorical exemption is not barred by one of the exceptions set forth in CEQA Guidelines Section 15300.2; and
- (4) The determination of CEQA exemption reflects the independent judgement of the City Council.

**SECTION 2.** ***City Council Action.*** Based upon the findings and conclusions set forth in Section 1 above and upon the substantial evidence presented to the City Council, including the 2017 Housing Element Annual Progress Report and public comments during the above-referenced hearing, the City Council hereby APPROVES the herein described Report attached hereto as “Attachment A,” and incorporated herein by this reference; and Planning staff is hereby authorized to submit the report to the California Department of Housing and Community Development and the Office of Planning and Research.

**SECTION 3.** ***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 4.** ***Certification to Adoption.*** The Secretary shall certify to the adoption of the Resolution.

PASSED, APPROVED, AND ADOPTED this 20<sup>th</sup> day of March 2018.

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PAUL S. LEON, MAYOR

ATTEST:

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SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

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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. 2018-\_\_\_\_ was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held March 20, 2018, 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. 2018-\_\_\_\_ duly passed and adopted by the Ontario City Council at their regular meeting held March 20, 2018.

\_\_\_\_\_  
SHEILA MAUTZ, CITY CLERK

(SEAL)

**ATTACHMENT A:**

**2017 Housing Element Annual Progress Report**

*(Document follows this page)*

**ANNUAL ELEMENT PROGRESS REPORT**  
**Housing Element Implementation**  
 (CCR Title 25 §6202 )

**Jurisdiction** City of Ontario  
**Reporting Period** 01/01/2017 - 12/31/2017

**Table A**  
**Annual Building Activity Report Summary - New Construction**  
**Very Low-, Low-, and Mixed-Income Multifamily Projects**

Housing Development Information								Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	
1	2	3	4				5	5a	6	7	8
Project Identifier (may be APN No., project name or address)	Unit Category	Tenure R=Renter O=Owner	Affordability by Household Incomes				Total Units per Project	Est. # Infill Units*	Assistance Programs for Each Development	Deed Restricted Units	Note below the number of units determined to be affordable without financial or deed restrictions and attach an explanation how the jurisdiction determined the units were affordable. Refer to instructions.
			Very Low- Income	Low- Income	Moderate- Income	Above Moderate- Income			See Instructions	See Instructions	
<b>(9) Total of Moderate and Above Moderate from Table A3</b>					520	1,136	1,656	91			
<b>(10) Total by income Table A/A3</b>					520	1,136	1,656	91			
<b>(11) Total Extremely Low-Income Units*</b>											

\* Note: These fields are voluntary

**Table A2**  
**Annual Building Activity Report Summary - Units Rehabilitated, Preserved and Acquired pursuant**  
**to GC Section 65583.1(c)(1)**

Please note: Units may only be credited to the table below when a jurisdiction has included a program in its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in GC Section 65583.1(c)(1)

**ANNUAL ELEMENT PROGRESS REPORT**  
**Housing Element Implementation**  
 (CCR Title 25 §6202 )

**Jurisdiction**                      City of Ontario  
**Reporting Period**                      01/01/2017 -                      12/31/2017

Activity Type	Affordability by Household Incomes				(4) The Description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1
	Extremely Low-Income*	Very Low-Income	Low-Income	TOTAL UNITS	
(1) Rehabilitation Activity				0	
(2) Preservation of Units At-Risk				0	
(3) Acquisition of Units				0	
(5) Total Units by Income	0	0	0	0	

\* Note: This field is voluntary

**Table A3**

**Annual building Activity Report Summary for Above Moderate-Income Units**  
 (not including those units reported on Table A)

	1. Single Family	2. 2 - 4 Units	3. 5+ Units	4. Second Unit	5. Mobile Homes	6. Total	7. Number of infill units*
No. of Units Permitted for <b>Moderate</b>	334	11	170	5		520	89
No. of Units Permitted for <b>Above Moderate</b>	308		828			1,136	2

\* Note: This field is voluntary

**Table B**  
**Regional Housing Needs Allocation Progress**



**ANNUAL ELEMENT PROGRESS REPORT  
Housing Element Implementation  
(CCR Title 25 §6202 )**

**Jurisdiction** City of Ontario  
**Reporting Period** 01/01/2017 - 12/31/2017

**Permitted Units Issued by Affordability**

Enter Calendar Year starting with the first year of the RHNA allocation period. See Example.		2014	2015	2016	2017							Total Units to Date (all years)	Total Remaining RHNA by Income Level
Income Level	RHNA Allocation by Income Level	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9			
Very Low	Deed Restricted	2,592											2,592
	Non-deed restricted												
Low	Deed Restricted	1,745											1,745
	Non-deed restricted												
Moderate	Deed Restricted	1,977										1,362	615
	Non-deed restricted		364	138	340	520							
Above Moderate		4,547	163	420	287	1,136						2,006	2,541
Total RHNA by COG. Enter allocation number:		10,861											
Total Units ▶ ▶ ▶			527	558	627	1,656						3,368	7,493
Remaining Need for RHNA Period ▶ ▶ ▶ ▶ ▶ ▶ ▶ ▶													

Note: units serving extremely low-income households are included in the very low-income permitted units totals.

**Table C**

**Program Implementation Status**

Program Description (By Housing Element Program Names)	<b>Housing Programs Progress Report - Government Code Section 65583. Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.</b>		
<b>Name of Program</b>	<b>Objective</b>	<b>Timeframe in H.E.</b>	<b>Status of Program Implementation</b>

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***Housing Element Implementation***  
 (CCR Title 25 §6202 )

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1. Code Enforcement	Continue Code Enforcement using a progressive approach of voluntary compliance, citations, and court action, if needed. Continue to apply for funding.	Ongoing, inspect properties annually	Code Enforcement conducted 4,646 inspections and 2,166 cases were closed in 2017. As part of the Rental Inspection program 7,477 housing units were inspected and violations were abated in 4,190 units.
2. Quiet Home	Completed	Completed	Since the program began in 1994, 1,599 units have been insulated and 256 properties were acquired. The Program has sold 30 parcels for future airport compatible development.  Program was terminated in September 2015 due to updated NEM eligibility noise contour which eliminated funding for the program.
3. Historic Preservation	Continue to Implement Program	Ongoing	City staff continues to implement the historic preservation program, including: 49 properties on the Ontario Register were reviewed for historic significance, 7 were removed and 42 received Tier Determinations, 6 Mills Act Contracts (preservation agreement) were approved, Annual Mills Act Contract Monitoring of 15 contracts were completed, Design Reviews for 233 projects, completion of a historic context statement for the ONT and an intensive level survey of 55 aviation related properties, Public outreach including distribution of informational postcards for 7 historic districts.
4. Housing Rehabilitation Loan & Grants	Continue to Implement Program, as funding is available.	Ongoing	The City of Ontario implemented the following programs during 2017: CIT Homeowner Occupied Rehabilitation Loan Program and CIT Emergency Grant Program.  During 2017, zero (0) homes were rehabilitated through the CIT Homeowner Occupied Rehabilitation Loan Program and one (1) homeowner was assisted through the CIT Emergency Grant Program.  The City's largest housing rehabilitation program, the CARES Program continues to remain on hold. Funding for this program had been provided through the Ontario Redevelopment Agency's Low and Moderate-Income Housing Fund (LMIFH). To date, no replacement funding has been identified and secured.
5. Cares	Continue program implementation, as funding is available.	Ongoing	As stated earlier, this program was funded with LMIHF. At this time, the program is on hold and no activity took place during 2017.

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6. Neighborhood Plans	Designate focus neighborhoods, outreach plan and process, and initiate survey efforts. Evaluate the potential of creating neighborhood improvement plans.	Ongoing	<p>The Planning Department continues to conduct Neighborhood Planning through various outreach efforts. The primary Neighborhood Planning programs implemented during 2017 include the HEAL Zone, Zoning Consistency and Active Transportation. Through the HEAL Zone program, feedback from community leaders helped inform decision makers on policy and capital improvements. The Zoning Consistency program creates consistency with The Ontario Plan (General Plan) with a major goal of protecting residential areas. In 2017, 520 properties were rezoned to either be consistent with existing residential uses or be more compatible with adjacent residential development by limiting uses. Surveys were conducted on pedestrian safety and bicycle routes. This information helped to support Active Transportation Program grant applications submitted in 2017. A Safe Routes to School grant was awarded for the area around Sultana Elementary and De Anza Middle Schools as part of ATP Cycle 3. Construction associated with ATP Cycle 1 and 2 were completed with improvements to pedestrian safety and access around Euclid, Bon View, Corona, Vineyard and El Camino Elementary Schools. A Systemic Safety Analysis Report Program (SAARP) Caltrans Grant to examine how to incorporate improved pedestrian, biking and transit opportunities along the Euclid Avenue corridor was awarded. A GoHuman demonstration grant was awarded that will provide an opportunity for public input to pedestrian and bicycle improvements being considered in downtown. Construction of G Street Crosstown Bike Route was fully funded through a TDA Grant and will be completed in 2017. A Bicycle Safety Class was conducted in the HEAL zone along with two Bike Rodeos to help inform local residents about safe biking behavior and general bike maintenance.</p> <p>A \$35 million Transformative Climate Communities Grant was submitted for a 5 square mile area of central Ontario that includes affordable housing, active transportation improvements, mobility hub, urban greening, carbon farm, solar photovoltaic and transit improvements. This grant was a collaborative effort with public and community based organizations.</p>
7. Neighborhood Stabilization	Designate focus neighborhoods, outreach plan and process, and initiate survey efforts. Evaluate the potential of creating neighborhood improvement plans.	Ongoing	No activity occurred during 2017. City staff will implement programs as funds become available.

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**Housing Element Implementation**  
 (CCR Title 25 §6202 )

**Jurisdiction**                      City of Ontario  
**Reporting Period**                      01/01/2017 - 12/31/2017

8. Community Oriented Policing	Continue implementation of COPs Program; coordinate marketing efforts with the new Quadrennial Inspection Program.	Ongoing	The Community Oriented Policing (COPs) program continues to provide support within designated low- and moderate-income neighborhoods and coordinates with the Rental Inspection Program.
9. Downtown Plan	Downtown planning to facilitate new mixed-use and residential development; continue to acquire property and assemble sites to facilitate new housing.	Ongoing	<p>The objective of the downtown planning effort is to facilitate new mixed-use and residential development and continue to acquire property and assemble sites to facilitate new housing. To facilitate new development and establish new businesses within the downtown the HEART (Historic Euclid Avenue Revitalization Team) Initiative was established in 2015. HEART leverages resources, services and activities to enhance the downtown experience. Through improved transit and placemaking efforts that integrate arts and culture, the HEART Initiative is creating an environment that attracts new housing, improves existing housing and encourages a mix of uses and activities. A strategic plan is underway to diversify land uses and improve mobility and connectivity downtown. Three downtown housing sites identified on the Housing Element Inventory are in various stages of development. A 153-unit mixed use development within the Downtown Civic Center PUD, and a 101-unit large-family affordable housing project (both transit adjacent) are expected to be entitled in 2018. In addition, a 100% affordable 101-unit TOD project was entitled in 2017, with construction expected to commence in 2018. The City continues to explore new alternatives for funding projects within the downtown in lieu of Redevelopment. We have received three Urban Greening grants to develop three parks/open space areas within downtown. We are positioning ourselves for state CAP and TRADE funding programs. In 2017 we submitted a \$35M Transformative Climate Communities grant application to support expanded affordable housing, transit, active transportation, organics recycling, renewable energy, urban forestry, job development and green jobs projects within the greater downtown area.</p>

# ANNUAL ELEMENT PROGRESS REPORT

## *Housing Element Implementation*

(CCR Title 25 §6202 )

**Jurisdiction**

City of Ontario

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01/01/2017 - 12/31/2017

10. Mountain & Euclid Corridors	Re-designate corridors for medium- and high-density residential uses and develop a lot consolidation ordinance to facilitate the assemblage of lots into larger parcels.	Completed	All sites on the Housing Element Available Land Inventory along these corridors have been rezoned to medium and high density residential, and mixed use designations consistent with The Ontario Plan (which includes the General Plan). In 2016 a comprehensive update to the City's Development Code went into effect which established standards for low-medium, medium, medium-high and high density residential zones and mixed use zones including establishing densities and minimum lot size standards that encourage lot consolidation. Rezoning properties to allow higher densities along these corridors encourages assemblage of properties to provide sites to accommodate higher density housing.
11. Holt Blvd.	Re-designate as High Density and Mixed Use and develop a lot consolidation ordinance to assemble parcels.	Completed	All sites on the Housing Element Available Land Inventory along the Holt Boulevard corridor have been rezoned to accommodate higher densities. The comprehensive Development Code adopted in 2016 established standards for residential densities and minimum lot size standards that encourage lot consolidation to provide larger sites for housing development at higher densities. Other efforts in revitalizing Holt Boulevard include the Holt Boulevard Mobility and Streetscape Strategic Plan. The focus of the plan is to stimulate investment along the Holt Boulevard corridor through the incorporation of "Complete Streets" strategies to create a safe and inviting transportation network that serves the needs of everyone who travels the corridor, including bicyclists, drivers, transit riders, and pedestrians of all ages and abilities. The City is working with Omnitrans on BRT (Bus Rapid Transit) to provide service to Holt Boulevard. The implementation of this plan will occur as funds become available.
12. New Model Colony	Continue to review, approve, and implement plans to develop the New Model Colony.	Ongoing	City staff continues to review and process applications for development in the New Model Colony. Permits were issued for 762 units within the NMC in 2017.
13. Downtown Core Catalyst Project	Continue to implement the programs identified in the Downtown Core Catalyst Project as funding is available.	Completed	The Catalyst program was completed on June 30, 2017.
14. Design Review	Continue to implement design review process.	Ongoing	City staff continues to implement design review.

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15. Green Building	Promote green building practices in the private sector and explore point-of-sale energy retrofits for residences. Renewable energy incentive and energy efficiency programs. Develop a citywide 20-year energy plan. Support pilot development project as a net-zero-energy community and formulate solar site orientation guideline.	Ongoing	The City continues to trend towards the Climate Action Plan target of 30% greenhouse gas reduction below Year 2020 business as usual by Year 2020 with the installation of 1.8 MW solar array systems within City facilities generating 2,814,000 kWh of clean energy offsetting 1,978 Metric Tons of CO <sub>2</sub> e. Community-wide, participation in the (HERO) Program for existing structures has resulted in an additional 402 completed projects from solar installation to water conservation with an energy savings of 33 million kWh and a water savings of 33.7 million gallons resulting in a reduction of 26,192 Metric Tons of CO <sub>2</sub> e. Overall, City consumption of potable water has been reduced by 21% through a combination of water use reduction, transition to recycled water irrigation systems, and drought tolerant landscaping. The City is continuing to reduce emissions through our participation in GGRF Cal Fire Grant that provided additional planting of 150 trees acting as a carbon sink and supporting reductions in the heat island effect.
16. Land Monitoring Program to Meet the RHNA	Ensure there is sufficient supply of multi-family zoned land to meet the housing needs identified in the Regional Housing Needs Allocation.	Ongoing	City staff monitors entitlement applications to ensure that the Available Land Inventory is maintained and verifies that development of identified sites complies with the minimum density indicated in the Available Land Inventory or identifies alternate sites to meet the City's RHNA needs. Safeguards have been incorporated into the City's Discretionary Permit Application which includes an affidavit regarding compliance with the Available Land Inventory.
17. Incentives	Offer financial and regulatory incentives for residential projects that meet City housing and affordable housing goals.	Ongoing	The City continues to offer financial incentives for affordable housing projects where feasible and as funding is available. Housing incentives have also been included in the comprehensive Development Code update which was adopted in 2016 which continues to be implemented in 2017.
18. Land Acquisition	Continue to approve financial incentives for residential projects that meet City housing and affordable housing goals	Ongoing	City staff will implement programs as funds become available.
19. Planned Unit Development	Continue to utilize the PUD to create tailored development standards to facilitate new housing.	Ongoing	The PUD continues to be a viable tool to implement new multi-family housing.

**ANNUAL ELEMENT PROGRESS REPORT**  
***Housing Element Implementation***  
 (CCR Title 25 §6202 )

**Jurisdiction** City of Ontario  
**Reporting Period** 01/01/2017 - 12/31/2017

20. Mixed Use and High Density Residential Zone and Standards	Develop new mixed-use and high-density residential development zone and standards to implement the General Plan. Allow residential uses by right in both zones.	Ongoing	New General Plan land use designations were adopted in 2010. The 2016 comprehensive update to the Development Code implements the new General Plan land use designations and allows residential uses by right within the High Density Residential and Mixed Use zones. The City continues its efforts in processing Zone Changes to bring alignment with the adopted General Plan. In 2017 no additional parcels outside the Euclid Avenue, Mountain Avenue, and Holt Boulevard corridors were rezoned to High Density Residential or Mixed Use zones.
21. Public Housing	Continue to assist up to 600 households under the public housing program and seek additional vouchers as available.	Ongoing	Public housing programs in Ontario are administered through the Housing Authority of the County of San Bernardino (HACSB). During 2017, the HACSB managed approximately 422 Housing Choice Vouchers within Ontario.
22. Homeownership	Implement down payment assistance programs Citywide and for the Town Square project.	Ongoing	The CalHome Mortgage Assistance program ended on April 5, 2017. City staff continue tracking the use of loan funds paid off in a reuse account for use on eligible projects.
23. Preservation of At Risk Housing	Monitor the status of at-risk projects and, if they are at imminent risk of conversion, provide technical assistance and/or financial assistance to preserve the properties as deemed feasible.	Ongoing	There are a total of 1,751 assisted, multi-family rental units in the City, of which no units were "at-risk" of conversion to market rate during calendar year 2017. To address the preservation of public housing for very low- and low-income persons, the City of Ontario maintains contact with owners of at-risk units as the use restriction expiration date approaches to communicate with the owner the importance of the units to the supply of affordable housing in Ontario, as well as its desire to preserve the units as affordable. The City will make every effort in using local incentives that can be offered to property owners to preserve any at risk units.
24. Jack Galvin Accord	Continue to implement the Jack Galvin Accord and monitor the effectiveness of the accord.	Ongoing	City staff administered the Accord that covers 1,697 mobile home units located in 10 mobile home parks throughout Ontario. City staff distributed the annual rent adjustments allowed as part of the Accord and designed to limit rental increases within the participating mobile home parks.

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25. Fair Housing	Continue to contract with fair housing providers	Ongoing	The City of Ontario has worked in conjunction with the Inland Fair Housing and Mediation Board to affirmatively further fair housing opportunities in this community. The Inland Fair Housing and Mediation Board "actively supports and promotes freedom of residence through education, advocacy and litigation to the end that all persons have the opportunity to secure the housing they desire and can afford, without regard to their race, color, religion, gender, sexual orientation, national origin, familial status, marital status, disability, ancestry, age, source of income or other characteristics protected by law."
26. Homeless Continuum of Care	Continue to fund Mercy House to implement the Continuum of Care program for homeless residents and other programs as funding is available.	Ongoing	During calendar year 2017, the following achievements were made within the Ontario Homeless Continuum of Care:  * Mercy House Ontario Access Center – provided basic needs and services to 1,041 new (unduplicated) clients; * Assisi House and Aftercare Services Program – provided transitional housing and aftercare services to 59 new (unduplicated) clients; * HOME TBRA – provided tenant based rental assistance to seventeen (17) households to secure permanent housing; * Project Gateway – assisted 12 chronically homeless individuals with disabilities and their families secure permanent housing with wrap around services through HUD's Shelter Plus Care Program; and * Permanent housing units – continued to operate 76 permanent housing units in cooperation with the Ontario Housing Authority, Mercy House, and Mercy House CHDO. These units assist in providing priority occupancy to participants in the CoC Project Gateway.
27. Senior Housing	Continue to provide a full range of housing support services.	Ongoing	During calendar year 2017, the City continued to monitor 762 units of affordable senior housing.
28. Housing for People with Disabilities	Continue to assist with the development of housing for persons with disabilities, including those with developmental disabilities and update the definition of family to comply with State law.	Ongoing	The City enforces state and federal accessibility laws to facilitate the improvement of housing for disabled people and encourages reasonable accessibility accommodations. In addition, the comprehensive Development Code update, which went into effect in 2016, incorporates reasonable accommodation provisions and redefined "family" to comply with State law.



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29. Family Housing	Continue program implementation.	Ongoing	The City continued to monitor 989 units of affordable family housing during calendar year 2017.
30. Extremely Low Income Households	Work with non-profits and/or for-profit developers to build housing for ELI households through supporting grants and funding applications. Offer fee reductions and land write downs for new affordable housing for low-income, very low-income, and ELI households.	Annually	<p>During calendar year 2017, the following services were provided to Extremely Low-Income households:</p> <ul style="list-style-type: none"> <li>* Assisted housing units – 12 housing units restricted to extremely low income occupancy;</li> <li>* Project Gateway – Ten (10) units occupied by extremely low-income households;</li> <li>* HOME Tenant Based Rental Assistance (TBRA) – Eleven (11) households assisted;</li> <li>* CoC Permanent Housing (excluding Project Gateway and HOME TBRA) –Six (6) households assisted;</li> <li>* Assisi House and Aftercare Services program – 59 persons (unduplicated);</li> <li>* Mercy House Center Ontario – 1,039 persons (unduplicated);</li> <li>* Foothill Family Shelter – 26 persons (unduplicated);</li> <li>* Services for Battered Women and Children – 25 persons (unduplicated);</li> <li>* SOVA Food Security Center – 2,589 persons (unduplicated);</li> <li>* Fair Housing services – 71 households (unduplicated);</li> <li>* Landlord-Tenant Mediation services – 740 households (unduplicated);</li> <li>* Senior Services – 133 persons (unduplicated); and</li> <li>* Child Care Subsidies – 17 persons (unduplicated).</li> </ul>
31. Special Needs Housing	Collaborate with affordable housing developers and secure funding, if feasible, to assist with the development of special needs housing projects.	Annually	<p>In conjunction with the Ontario Housing Authority, the Housing Authority of the County of San Bernardino, County of San Bernardino Department of Behavioral Health, and Mercy House Living Centers, 12 Shelter Plus Care project based vouchers were available within Ontario for chronically homeless with disabilities and their families.</p> <p>During 2017, the City in conjunction with Mercy House Living Centers, implemented the HOME Tenant Based Rental Assistance to provide rental assistance with security deposits and utility deposits to chronically homeless and homeless households. During calendar year 2017, 17 homeless households were assisted with permanent housing.</p>

Permit Number	APN	Issue Date	Final Date	Address	Work Description	Living SF	Units	NMC	Infill	Sales Price
B201702092	21824137	08/01/2017		3110 E MT. RAINIER DR, ONTARIO, CA 91762	MODEL: NEW SFR (2309 SF), ATTACHED GARAGE (417 SF)(3 BED, 3 BATH) TRACT 18862, LOT 14, PLAN 2 (PLANS UNDER B201702090).	2,726	1	1		
B201703995	21824137	11/27/2017		3145 E YELLOWSTONE DR, ONTARIO, CA 91762	NEW SFD 2309 SF, ATTACHED GARAGE 417 SF (3 BED, 3 BATH) TRACT 18862, PLAN 2, LOT 190 (PLANS UNDER B201702090)	2,726	1	1		
B201703994	21824137	12/07/2017		3156 E OLYMPIC DR, ONTARIO, CA 91762	NEW SFD 2309 SF, ATTACHED GARAGE 417 SF (3 BED, 3 BATH) TRACT 18862, PLAN 2, LOT 184 (PLANS UNDER B201702090)	2,726	1	1		
B201703031	21824137	08/28/2017		3163 E YELLOWSTONE DR, ONTARIO, CA 91762	NEW SFD 2309 SF, ATTACHED GARAGE 417 SF (3 BED, 3 BATH) TRACT 18862, PLAN 2, LOT 195 (PLANS UNDER B201702090)	2,726	1	1		
B201703032	21824137	08/28/2017		3165 E YELLOWSTONE DR, ONTARIO, CA 91762	NEW SFD 2309 SF, ATTACHED GARAGE 417 SF (3BED, 3 BATH) TRACT 18862, PLAN 2, LOT 196 (PLANS UNDER B201702090)	2,726	1	1		
B201703030	21824140	08/28/2017		3176 E OLYMPIC DR, ONTARIO, CA 91762	NEW SFD 2309 SF, ATTACHED GARAGE 417 SF (3 BED, 3 BATH) TRACT 18862, PLAN 2, LOT 178 (PLANS UNDER B201702090)	2,726	1	1		
B201703033	21824140	08/28/2017		3177 E YELLOWSTONE DR, ONTARIO, CA 91762	NEW SFD 2309 SF, ATTACHED GARAGE 417 SF (3 BED, 3 BATH) TRACT 18862, PLAN 2, LOT 200 (PLANS UNDER B201702090)	2,726	1	1		
B201703342	21824140	10/17/2017		3183 E YELLOWSTONE DR, ONTARIO, CA 91762	NEW SFD 2309 SF, ATTACHED GARAGE 417 SF (3 BED, 3 BATH) TRACT 18862, PLAN 2, LOT 201 (PLANS UNDER B201702090)	2,726	1	1		
B201703343	21824140	10/17/2017		3185 E YELLOWSTONE DR, ONTARIO, CA 91762	NEW SFD 2309 SF, ATTACHED GARAGE 417 SF (3 BED, 3 BATH) TRACT 18862, PLAN 2, LOT 202 (PLANS UNDER B201702090)	2,726	1	1		
B201703341	21824140	10/17/2017		3196 E OLYMPIC DR, ONTARIO, CA 91762	NEW SFD 2309 SF, ATTACHED GARAGE 417 SF (3 BED, 3 BATH) TRACT 18862, PLAN 2, LOT 172 (PLANS UNDER B201702090)	2,726	1	1		
B201703344	21824140	10/17/2017		3197 E YELLOWSTONE DR, ONTARIO, CA 91762	NEW SFD 2309 SF, ATTACHED GARAGE 417 SF (3 BED, 3 BATH) TRACT 18862, PLAN 2, LOT 206 (PLANS UNDER B201702090)	2,726	1	1		
B201701886	21838236	07/05/2017		3743 S DULISSE AV, ONTARIO, CA 91761	SFR 2042 S.F., GARAGE 418 S.F., PORCH 47 S.F. (3 BED, 2.5 BATH) TRACT 18476, LOT 75, PLAN 1 (PLANS UNDER B201402725)	2,460	1	1		
B201700233	21850245	02/09/2017	06/26/2017	3170 E LA AVENIDA DR, ONTARIO, CA 91761	NEW SFD 1953 SF, GARAGE 480 SF, PORCH 40 SF (3 BED, 2.5 BATH) TRACT 18994, LOT 45, PLAN 1 (PLANS UNDER B201601008)	2,433	1	1		430500
B201700234	21850260	02/09/2017	06/26/2017	3171 E BERINGER WY, ONTARIO, CA 91761	NEW SFD 1953 SF, GARAGE 480 SF, PORCH 40 SF (3 BED, 2.5 BATH) TRACT 18994, LOT 60, PLAN 1 (PLANS UNDER B201601008)	2,433	1	1		442500

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B201700244	21851322	04/07/2017	08/22/2017	3205 E YOUNTVILLE DR, ONTARIO, CA 91761	NEW SFD 1953 SF, GARAGE 480 SF, PORCH 40 SF (3 BED, 2.5 BATH) TRACT 18994, LOT 136, PLAN 1 (PLANS UNDER B201601008)	2,433	1	1		
B201700243	21851320	04/07/2017	08/22/2017	3221 E YOUNTVILLE DR, ONTARIO, CA 91761	NEW SFD 1953 SF, GARAGE 480 SF, PORCH 40 SF (3 BED, 2.5 BATH) TRACT 18994, LOT 134, PLAN 1 (PLANS UNDER B201601008)	2,433	1	1		451577
B201700245	21851303	05/16/2017	10/05/2017	3223 E CARNEROS PASEO, ONTARIO, CA 91761	NEW SFD 1953 SF, GARAGE 480 SF, PORCH 40 SF (3 BED, 2.5 BATH) TRACT 18994, LOT 117, PLAN 1 (PLANS UNDER B201601008)	2,433	1	1		447500
B201700246	21851318	05/16/2017	10/05/2017	3231 E YOUNTVILLE DR, ONTARIO, CA 91761	NEW SFD 1953 SF, GARAGE 480 SF, PORCH 40 SF (3 BED, 2.5 BATH) TRACT 18994, LOT 132, PLAN 1 (PLANS UNDER B201601008)	2,433	1	1		450000
B201701650	21851306	06/07/2017	10/26/2017	3239 E CARNEROS PASEO, ONTARIO, CA 91761	NEW SFD 1953 SF, GARAGE 480 SF, PORCH 40 SF (3 BED, 2.5 BATH) TRACT 18994, LOT 120, PLAN 1 (PLANS UNDER B201601008)	2,433	1	1		445000
B201704182	21851315	11/30/2017		3251 E YOUNTVILLE DR, ONTARIO, CA 91761	NEW SFD 1953 SF, GARAGE 480 SF, PORCH 112 SF (3 BED, 2.5 BATH) TRACT 18994, LOT 129, PLAN 1 (PLANS UNDER B201701917)	2,433	1	1		
B201701651	21851308	06/07/2017	10/26/2017	3253 E CARNEROS PASEO, ONTARIO, CA 91761	NEW SFD 1953 SF, GARAGE 480 SF, PORCH 40 SF (3 BED, 2.5 BATH) TRACT 18994, LOT 122, PLAN 1 (PLANS UNDER B201601008)	2,433	1	1		439500
B201704183	21851312	11/30/2017		3281 E YOUNTVILLE DR, ONTARIO, CA 91761	NEW SFD 1953 SF, GARAGE 480 SF, PORCH 112 SF (3 BED, 2.5 BATH) TRACT 18994, LOT 126, PLAN 1 (PLANS UNDER B201701917)	2,433	1	1		
B201702341	21846264	07/19/2017		3311 E YOUNTVILLE DR, ONTARIO, CA 91761	NEW SFD 1953 SF, GARAGE 480 SF, PORCH 40 SF (3 BED, 2.5 BATH) TRACT 18992, LOT 210, PLAN 1 (PLANS UNDER B201601008)	2,433	1	1		
B201702025	21837201	07/05/2017		3664 S DULISSE AV, ONTARIO, CA 91761	NEW SFD 1953 SF, GARAGE 480 SF, PORCH SF (3 BED, 2.5 BATH) TRACT , LOT , PLAN 1 (PLANS UNDER B201601008)	2,433	1	1		
B201703979	21846277	11/07/2017		3921 S OAKVILLE AV, ONTARIO, CA 91761	NEW SFD 1953 SF, GARAGE 480 SF, PORCH 40 SF (3 BED, 2.5 BATH) TRACT 18992, LOT 223, PLAN 1 (PLANS UNDER B201701917)	2,433	1	1		
B201703730	21846275	10/25/2017		3931 S OAKVILLE AV, ONTARIO, CA 91761	NEW SFD 1953 SF, GARAGE 480 SF, PORCH 40 SF (3 BED, 2.5 BATH) TRACT 18992, LOT 221, PLAN 1 (PLANS UNDER B201701917)	2,433	1	1		

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B201702342	21846271	07/19/2017		3951 S OAKVILLE AV, ONTARIO, CA 91761	NEW SFD 1953 SF, GARAGE 480 SF, PORCH 40 SF (3 BED, 2.5 BATH) TRACT 18992, LOT 217, PLAN 1 (PLANS UNDER B201601008)	2,433	1	1		
B201703978	21846253	11/07/2017		3954 S TRINITAS WY, ONTARIO, CA 91761	NEW SFD 1953 SF, GARAGE 480 SF, PORCH 40 SF (3 BED, 2.5 BATH) TRACT 18992, LOT 199, PLAN 1 (PLANS UNDER B201701917)	2,433	1	1		
B201703728	21846256	10/25/2017		3966 S TRINITAS WY, ONTARIO, CA 91761	NEW SFD 1953 SF, GARAGE 480 SF, PORCH 40 SF (3 BED, 2.5 BATH) TRACT 18992, LOT 202, PLAN 1 (PLANS UNDER B201701917)	2,433	1	1		
B201703729	21846258	10/25/2017		3976 S TRINITAS WY, ONTARIO, CA 91761	NEW SFD 1953 SF, GARAGE 480 SF, PORCH 40 SF (3 BED, 2.5 BATH) TRACT 18992, LOT 204, PLAN 1 (PLANS UNDER B201701917)	2,433	1	1		
B201703975	21847203	11/30/2017		3273 E RUTHERFORD DR, ONTARIO, CA 91761	NEW SFD 2003 SF, GARAGE 413 SF, PORCH 20 SF (3 BED, 2.5 BATH) TRACT 18993, LOT 3, PLAN 2 (PLANS UNDER B201702101)	2,416	1	1		
B201703974	21847202	11/30/2017		3275 E RUTHERFORD DR, ONTARIO, CA 91761	NEW SFD 2003 SF, GARAGE 413 SF, PORCH 23 SF (3 BED, 2.5 BATH) TRACT 18993, LOT 2, PLAN 2 (PLANS UNDER B201702101)	2,416	1	1		
B201703973	21847201	11/30/2017		3277 E RUTHERFORD DR, ONTARIO, CA 91761	NEW SFD 2003 SF, GARAGE 413 SF, PORCH 24 SF (3 BED, 2.5 BATH) TRACT 18993, LOT 1, PLAN 2 (PLANS UNDER B201702101)	2,416	1	1		
B201703970	21844513	11/30/2017		3281 E RUTHERFORD DR, ONTARIO, CA 91761	NEW SFD 2003 SF, GARAGE 413 SF, PORCH 20 SF (3 BED, 2.5 BATH) TRACT 18992, LOT 107, PLAN 2 (PLANS UNDER B201702101)	2,416	1	1		
B201703971	21844514	11/30/2017		3287 E RUTHERFORD DR, ONTARIO, CA 91761	NEW SFD 2003 SF, GARAGE 413 SF, PORCH 24 SF (3 BED, 2.5 BATH) TRACT 18992, LOT 108, PLAN 2 (PLANS UNDER B201702101)	2,416	1	1		
B201703972	21844515	11/30/2017		3291 E RUTHERFORD DR, ONTARIO, CA 91761	NEW SFD 2003 SF, GARAGE 413 SF, PORCH 23 SF (3 BED, 2.5 BATH) TRACT 18992, LOT 109, PLAN 2 (PLANS UNDER B201702101)	2,416	1	1		
B201700263	21844258	03/16/2017	08/16/2017	3301 E RUTHERFORD DR, ONTARIO, CA 91761	NEW SFD 2003 SF, GARAGE 413 SF, PORCH 24 SF (3 BED, 2.5 BATH) TRACT 18992, LOT 82, PLAN 2 (PLANS UNDER B201601037)	2,416	1	1		450500
B201700262	21844256	03/16/2017	08/16/2017	3311 E RUTHERFORD DR, ONTARIO, CA 91761	NEW SFD 2003 SF, GARAGE 413 SF, PORCH 23 SF (3 BED, 2.5 BATH) TRACT 18992, LOT 80, PLAN 2 (PLANS UNDER B201601037)	2,416	1	1		450500

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B201700261	21844255	03/16/2017	08/16/2017	3317 E RUTHERFORD DR, ONTARIO, CA 91761	NEW SFD 2003 SF, GARAGE 413 SF, PORCH 23 SF (3 BED, 2.5 BATH) TRACT 18992, LOT 79, PLAN 2 (PLANS UNDER B201601037)	2,416	1	1		442000
B201700260	21844253	03/16/2017	08/16/2017	3327 E RUTHERFORD DR, ONTARIO, CA 91761	NEW SFD 2003 SF, GARAGE 413 SF, PORCH 23 SF (3 BED, 2.5 BATH) TRACT 18992, LOT 77, PLAN 2 (PLANS UNDER B201601037)	2,416	1	1		445000
B201700267	21844215	04/18/2017	10/06/2017	3441 E PINE RIDGE LP, ONTARIO, CA 91761	NEW SFD 2003 SF, GARAGE 413 SF, PORCH 24 SF (3 BED, 2.5 BATH) TRACT 18992, LOT 39, PLAN 2 (PLANS UNDER B201601037)	2,416	1	1		443000
B201700266	21844210	04/18/2017	10/06/2017	3455 E PINE RIDGE LP, ONTARIO, CA 91761	NEW SFD 2003 SF, GARAGE 413 SF, PORCH 23 SF (3 BED, 2.5 BATH) TRACT 18992, LOT 34, PLAN 2 (PLANS UNDER B201601037)	2,416	1	1		440000
B201701661	21846206	06/07/2017	11/16/2017	3460 E SANTA CLARA LN, ONTARIO, CA 91761	NEW SFD 2003 SF, GARAGE 413 SF, PORCH 24 SF (3 BED, 2.5 BATH) TRACT 18992, LOT 6, PLAN 2 (PLANS UNDER B201601037)	2,416	1	1		440500
B201701428	21844207	04/24/2017	10/06/2017	3465 E PINE RIDGE LP, ONTARIO, CA 91761	NEW SFD 2003 SF, GARAGE 413 SF, PORCH 23 SF (3 BED, 2.5 BATH) TRACT 18992, LOT 31, PLAN 2 (PLANS UNDER B201601037)	2,416	1	1		437500
B201701660	21846201	06/07/2017	11/16/2017	3470 E SANTA CLARA LN, ONTARIO, CA 91761	NEW SFD 2003 SF, GARAGE 413 SF, PORCH 23 SF (3 BED, 2.5 BATH) TRACT 18992, LOT 1, PLAN 2 (PLANS UNDER B201601037)	2,416	1	1		453000
B201700273	21844206	11/07/2017		3471 E PINE RIDGE LP, ONTARIO, CA 91761	NEW SFD 2003 SF, GARAGE 413 SF, PORCH 24 SF (3 BED, 2.5 BATH) TRACT 18992, LOT 30, PLAN 2 (PLANS UNDER B201702101)	2,416	1	1		451000
B201700272	21844201	11/07/2017		3485 E PINE RIDGE LP, ONTARIO, CA 91761	NEW SFD 2003 SF, GARAGE 413 SF, PORCH 23 SF (3 BED, 2.5 BATH) TRACT 18992, LOT 25, PLAN 2 (PLANS UNDER B201702101)	2,416	1	1		
B201703705	21844407	10/23/2017		3905 S MERRYVALE WY, ONTARIO, CA 91761	NEW SFD 2003 SF, GARAGE 413 SF, PORCH 23 SF (3 BED, 2.5 BATH) TRACT 18992, LOT 22, PLAN 2 (PLANS UNDER B201702101)	2,416	1	1		
B201702102	21844404	10/23/2017		3915 S MERRYVALE WY, ONTARIO, CA 91761	NEW SFD 2003 SF, GARAGE 413 SF, PORCH 23 SF (3 BED, 2.5 BATH) TRACT 18992, LOT 19, PLAN 2 (PLANS UNDER B201702101)	2,416	1	1		
B201702851	21844403	09/15/2017		3921 S MERRYVALE WY, ONTARIO, CA 91761	NEW SFD 2003 SF, GARAGE 413 SF, PORCH 24 SF (3 BED, 2.5 BATH) TRACT 18992, LOT 18, PLAN 2 (PLANS UNDER B201601037)	2,416	1	1		

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B201702850	21846213	09/15/2017		3935 S MERRYVALE WY, ONTARIO, CA 91761	NEW SFD 2003 SF, GARAGE 413 SF, PORCH 23 SF (3 BED, 2.5 BATH) TRACT 18992, LOT 13, PLAN 2 (PLANS UNDER B201601037)	2,416	1	1		
B201701667	21846212	06/28/2017	12/12/2017	3941 S MERRYVALE WY, ONTARIO, CA 91761	NEW SFD 2003 SF, GARAGE 413 SF, PORCH 24 SF (3 BED, 2.5 BATH) TRACT 18992, LOT 12, PLAN 2 (PLANS UNDER B201601037)	2,416	1	1		
B201701666	21846207	06/28/2017	12/12/2017	3955 S MERRYVALE WY, ONTARIO, CA 91761	NEW SFD 2003 SF, GARAGE 413 SF, PORCH 23 SF (3 BED, 2.5 BATH) TRACT 18992, LOT 7, PLAN 2 (PLANS UNDER B201601037)	2,416	1	1		
B201703408	21853218	10/03/2017		2441 E DARIEN ST, ONTARIO, CA 91761	NEW SFD 1911, ATTACHED GARAGE 415 SF, PORCH 147 SF (3 BED, 2 BATH) TRACT 16045, PLAN 1, LOT 79 (PLANS UNDER B201701638) (OPTIONS:CORNER ENHANCEMENTS)	2,326	1	1		
B201702487	21853219	09/14/2017		2442 E LEWISTON ST, ONTARIO, CA 91761	NEW SFD 1911, ATTACHED GARAGE 415 SF, PORCH 147 SF (3 BED, 2 BATH) TRACT 16045, PLAN 1, LOT 80 (PLANS UNDER B201701638) (OPTIONS:	2,326	1	1		
B201604472	21852240	01/12/2017	05/31/2017	2443 E NORWICH ST, ONTARIO, CA 91761	NEW SFD 1911, ATTACHED GARAGE 415 SF, PORCH 134 SF (3 BED, 2 BATH) TRACT 16045, PLAN 1, LOT 40 (PLANS UNDER B201603218) (OPTION:CORNER ENHANCEMENT 13 SF)	2,326	1	1		443500
B201700052	21852333	04/03/2017	08/11/2017	2443 E COLCHESTER ST, ONTARIO, CA 91761	NEW SFD 1898, ATTACHED GARAGE 415 SF, PORCH 137 SF (3 BED, 2 BATH) TRACT 16045, PLAN 1B, LOT 131 (PLANS UNDER B201603218)	2,313	1	1		452000
B201701159	21852336	05/15/2017	09/26/2017	2452 E DANBURY ST, ONTARIO, CA 91761	NEW SFD 1898, ATTACHED GARAGE 415 SF, PORCH 147 SF (3 BED, 2 BATH) TRACT 16045, PLAN 1, LOT 134 (PLANS UNDER B201603218)	2,313	1	1		452500
B201702488	21853222	09/14/2017		2458 E LEWISTON ST, ONTARIO, CA 91761	NEW SFD 1898, ATTACHED GARAGE 415 SF, PORCH 137 SF (3 BED, 2 BATH) TRACT 16045, PLAN 1, LOT 83(PLANS UNDER B201701638)	2,313	1	1		
B201701638	21852207	06/12/2017	09/26/2017	2459 E SALEM ST, ONTARIO, CA 91761	NEW SFD 1898, ATTACHED GARAGE 415 SF, PORCH 147 SF (3 BED, 2 BATH) TRACT 16045, PLAN 1, LOT 7 (PLANS UNDER B201701638)	2,313	1	1		468000
B201703407	21853214	10/03/2017		2465 E DARIEN ST, ONTARIO, CA 91761	NEW SFD 1898, ATTACHED GARAGE 415 SF, PORCH 137 SF (3 BED, 2 BATH) TRACT 16045, PLAN 1, LOT 75 (PLANS UNDER B201701638)	2,313	1	1		

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B201702489	21853224	09/14/2017		2468 E LEWISTON ST, ONTARIO, CA 91761	NEW SFD 1898, ATTACHED GARAGE 415 SF, PORCH 1367 SF (3 BED, 2 BATH) TRACT 16045, PLAN 1, LOT 85 (PLANS UNDER B201701638)	2,313	1	1		
B201604471	21852235	01/12/2017	05/31/2017	2473 E NORWICH ST, ONTARIO, CA 91761	NEW SFD 1898, ATTACHED GARAGE 415 SF, PORCH 137 SF (3 BED, 2 BATH) TRACT 16045, PLAN 1, LOT 35 (PLANS UNDER B201603218)	2,313	1	1		
B201702129	21853264	06/27/2017	12/19/2017	2482 E DARIEN ST, ONTARIO, CA 91761	NEW SFD 1898, ATTACHED GARAGE 415 SF, PORCH 137 SF (3 BED, 2 BATH) TRACT 16045, PLAN 1, LOT 183 (PLANS UNDER B201701638)	2,313	1	1		
B201700051	21852326	04/03/2017	08/03/2017	2485 E COLCHESTER ST, ONTARIO, CA 91761	NEW SFD 1898, ATTACHED GARAGE 415 SF, PORCH 147 SF (3 BED, 2 BATH) TRACT 16045, PLAN 1A, LOT 124(PLANS UNDER B201603218)	2,313	1	1		
B201702130	21853266	06/27/2017	12/19/2017	2492 E DARIEN ST, ONTARIO, CA 91761	NEW SFD 1898, ATTACHED GARAGE 415 SF, PORCH 134 SF (3 BED, 2 BATH) TRACT 16045, PLAN 1, LOT 185 (PLANS UNDER B201701638)	2,313	1	1		
B201702490	21853228	09/14/2017		2492 E LEWISTON ST, ONTARIO, CA 91761	NEW SFD 1898, ATTACHED GARAGE 415 SF, PORCH 137 SF (3 BED, 2 BATH) TRACT 16045, PLAN 1, LOT 89 (PLANS UNDER B201701638)	2,313	1	1		
B201700768	21852255	04/13/2017	09/18/2017	2495 E DANBURY ST, ONTARIO, CA 91761	NEW SFD 1898, ATTACHED GARAGE 415 SF, PORCH 134 SF (3 BED, 2 BATH) TRACT 16045, PLAN 1, LOT142 (PLANS UNDER B201603218)	2,313	1	1		453500
B201702128	21853209	06/27/2017	12/19/2017	2497 E DARIEN ST, ONTARIO, CA 91761	NEW SFD 1898, ATTACHED GARAGE 415 SF, PORCH 147 SF (3 BED, 2 BATH) TRACT 16045, PLAN 1, LOT 70 (PLANS UNDER B201701638)	2,313	1	1		
B201700265	21844257	03/16/2017	08/16/2017	3307 E RUTHERFORD DR, ONTARIO, CA 91761	NEW SFD 1892, GARAGE 419 SF, PORCH 41 SF (3 BED, 2.5 BATH) TRACT 18992, LOT 81, PLAN 1 (PLANS UNDER B201601037)	2,311	1	1		436500
B201700264	21844254	03/16/2017	08/16/2017	3321 E RUTHERFORD DR, ONTARIO, CA 91761	NEW SFD 1892, GARAGE 419 SF, PORCH 41 SF (3 BED, 2.5 BATH) TRACT 18992, LOT 78, PLAN 1 (PLANS UNDER B201601037)	2,311	1	1		437000
B201700269	21844214	04/18/2017	10/06/2017	3443 E PINE RIDGE LP, ONTARIO, CA 91761	NEW SFD 1892, GARAGE 419 SF, PORCH 41 SF (3 BED, 2.5 BATH) TRACT 18992, LOT 38, PLAN 1 (PLANS UNDER B201601037)	2,311	1	1		434000
B201700268	21844211	04/18/2017	10/06/2017	3453 E PINE RIDGE LP, ONTARIO, CA 91761	NEW SFD 1892, GARAGE 419 SF, PORCH 41 SF (3 BED, 2.5 BATH) TRACT 18992, LOT 35, PLAN 1 (PLANS UNDER B201601037)	2,311	1	1		428000
B201701663	21846205	06/07/2017	11/16/2017	3462 E SANTA CLARA LN, ONTARIO, CA 91761	NEW SFD 1892, GARAGE 419 SF, PORCH 41 SF (3 BED, 2.5 BATH) TRACT 18992, LOT 5, PLAN 1 (PLANS UNDER B201601037)	2,311	1	1		433500

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B201701427	21844208	04/24/2017	10/06/2017	3463 E PINE RIDGE LP, ONTARIO, CA 91761	NEW SFD 1892, GARAGE 419 SF, PORCH 41 SF (3 BED, 2.5 BATH) TRACT 18992, LOT 32, PLAN 1 (PLANS UNDER B201601037)	2,311	1	1		439500
B201701662	21846202	06/07/2017	11/16/2017	3468 E SANTA CLARA LN, ONTARIO, CA 91761	NEW SFD 1892, GARAGE 419 SF, PORCH 41 SF (3 BED, 2.5 BATH) TRACT 18992, LOT 2, PLAN 1 (PLANS UNDER B201601037)	2,311	1	1		449000
B201700275	21844205	11/07/2017		3473 E PINE RIDGE LP, ONTARIO, CA 91761	NEW SFD 1892, GARAGE 419 SF, PORCH 41 SF (3 BED, 2.5 BATH) TRACT 18992, LOT 29, PLAN 1 (PLANS UNDER B201702101)	2,311	1	1		
B201700274	21844202	11/07/2017		3483 E PINE RIDGE LP, ONTARIO, CA 91761	NEW SFD 1892, GARAGE 419 SF, PORCH 41 SF (3 BED, 2.5 BATH) TRACT 18992, LOT 26, PLAN 1 (PLANS UNDER B201702101)	2,311	1	1		
B201703707	21844408	10/23/2017		3903 S MERRYVALE WY, ONTARIO, CA 91761	NEW SFD 1892, GARAGE 419 SF, PORCH 41 SF (3 BED, 2.5 BATH) TRACT 18992, LOT 23, PLAN 1 (PLANS UNDER B201702101)	2,311	1	1		
B201702101	21844405	10/23/2017		3913 S MERRYVALE WY, ONTARIO, CA 91761	NEW SFD 1892, GARAGE 419 SF, PORCH 41 SF (3 BED, 2.5 BATH) TRACT 18992, LOT 20, PLAN 1	2,311	1	1		
B201702853	21844402	09/15/2017		3923 S MERRYVALE WY, ONTARIO, CA 91761	NEW SFD 1892, GARAGE 419 SF, PORCH 41 SF (3 BED, 2.5 BATH) TRACT 18992, LOT 17, PLAN 1 (PLANS UNDER B201601037)	2,311	1	1		
B201702852	21846214	09/15/2017		3933 S MERRYVALE WY, ONTARIO, CA 91761	NEW SFD 1892, GARAGE 419 SF, PORCH 41 SF (3 BED, 2.5 BATH) TRACT 18992, LOT 14, PLAN 1 (PLANS UNDER B201601037)	2,311	1	1		
B201701669	21846211	06/28/2017	12/12/2017	3943 S MERRYVALE WY, ONTARIO, CA 91761	NEW SFD 1892, GARAGE 419 SF, PORCH 41 SF (3 BED, 2.5 BATH) TRACT 18992, LOT 11, PLAN 1 (PLANS UNDER B201601037)	2,311	1	1		
B201701668	21846208	06/28/2017	12/12/2017	3953 S MERRYVALE WY, ONTARIO, CA 91761	NEW SFD 1892, GARAGE 419 SF, PORCH 41 SF (3 BED, 2.5 BATH) TRACT 18992, LOT 8, PLAN 1 (PLANS UNDER B201601037)	2,311	1	1		
B201703068	21803304	12/08/2017		3196 E PERENNIAL DR, ONTARIO, CA 91762	NEW MODEL HOME 3 BEDROOMS, 2.5 BATHS (1,828 SQFT) ATTACHED GARAGE (425 SQFT) AND PORCH (70 SQFT) TRACT 18998, LOT 58, PLAN 1	2,253	1	1		
B201702084	21824137	08/01/2017		3111 E MT. RAINIER DR, ONTARIO, CA 91762	MODEL: NEW SFR (1794 SF), ATTACHED GARAGE (417 SF), PORCH (17 SF), PATIO (3 BED, 2.5 BATH) TRACT 18662, LOT 17, PLAN 2	2,211	1	1		
B201703984	21824137	11/27/2017		3141 E OLYMPIC DR, ONTARIO, CA 91762	NEW SFD 1794 SF, ATTACHED GARAGE 417 SF, PORCH 17 SF (3 BED, 2.5 BATH) TRACT 18662, PLAN 2, LOT 119 (PLANS UNDER B201702083)	2,211	1	1		
B201703985	21824137	11/27/2017		3145 E OLYMPIC DR, ONTARIO, CA 91762	NEW SFD 1794 SF, ATTACHED GARAGE 417 SF, PORCH 17 SF (3 BED, 2.5 BATH) TRACT 18662, PLAN 2, LOT 121 (PLANS UNDER B201702083)	2,211	1	1		



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B201703986	21824137	11/27/2017		3155 E OLYMPIC DR, ONTARIO, CA 91762	NEW SFD 1794 SF, ATTACHED GARAGE 417 SF, PORCH 17 SF (3 BED, 2.5 BATH) TRACT 18662, PLAN 2, LOT 125 (PLANS UNDER B201702083)	2,211	1	1		
B201703335	21824137	10/13/2017		3165 E OLYMPIC DR, ONTARIO, CA 91762	NEW SFD 1794 SF, ATTACHED GARAGE 417 SF, PORCH 17 SF (3 BED, 2.5 BATH) TRACT 18662, PLAN 2, LOT 129 (PLANS UNDER B201702083)	2,211	1	1		
B201703336	21824137	10/13/2017		3175 E OLYMPIC DR, ONTARIO, CA 91762	NEW SFD 1794 SF, ATTACHED GARAGE 417 SF, PORCH 17 SF (3 BED, 2.5 BATH) TRACT 18662, PLAN 2, LOT 133 (PLANS UNDER B201702083)	2,211	1	1		
B201703041	21824140	08/28/2017		3185 E OLYMPIC DR, ONTARIO, CA 91762	NEW SFD 1794 SF, ATTACHED GARAGE 417 SF, PORCH 17 SF (3 BED, 2.5 BATH) TRACT 18662, PLAN 2, LOT 137 (PLANS UNDER B201702083)	2,211	1	1		
B201703042	21824140	08/28/2017		3195 E OLYMPIC DR, ONTARIO, CA 91762	NEW SFD 1794 SF, ATTACHED GARAGE 417 SF, PORCH 17 SF (3 BED, 2.5 BATH) TRACT 18662, PLAN 2, LOT 141 (PLANS UNDER B201702083)	2,211	1	1		
B201702083	21824137	08/01/2017		3107 E MT. RAINIER DR, ONTARIO, CA 91762	MODEL: NEW SFR (1676 SF), ATTACHED GARAGE (418 SF), PORCH (106 SF), PATIO (3 BED, 2.5 BATH) TRACT 18662, LOT 16, PLAN 1	2,094	1	1		
B201703987	21824137	11/27/2017		3143 E OLYMPIC DR, ONTARIO, CA 91762	NEW SFD 1676 SF, ATTACHED GARAGE 418 SF, PORCH 106 SF (3 BED, 2.5 BATH) TRACT 18862, PLAN 1, LOT 120 (PLANS UNDER B201702083)	2,094	1	1		
B201703988	21824137	11/27/2017		3153 E OLYMPIC DR, ONTARIO, CA 91762	NEW SFD 1676 SF, ATTACHED GARAGE 418 SF, PORCH 106 SF (3 BED, 2.5 BATH) TRACT 18862, PLAN 1, LOT 124 (PLANS UNDER B201702083)	2,094	1	1		
B201703333	21824137	10/13/2017		3163 E OLYMPIC DR, ONTARIO, CA 91762	NEW SFD 1676 SF, ATTACHED GARAGE 418 SF, PORCH 106 SF (3 BED, 2.5 BATH) TRACT 18862, PLAN 1, LOT 128 (PLANS UNDER B201702083)	2,094	1	1		
B201703334	21824137	10/13/2017		3173 E OLYMPIC DR, ONTARIO, CA 91762	NEW SFD 1676 SF, ATTACHED GARAGE 418 SF, PORCH 106 SF (3 BED, 2.5 BATH) TRACT 18862, PLAN 1, LOT 132 (PLANS UNDER B201702083)	2,094	1	1		
B201703039	21824140	08/28/2017		3183 E OLYMPIC DR, ONTARIO, CA 91762	NEW SFD 1676 SF, ATTACHED GARAGE 418 SF, PORCH 106 SF (3 BED, 2.5 BATH) TRACT 18862, PLAN 1, LOT 136 (PLANS UNDER B201702083)	2,094	1	1		
B201703040	21824140	08/28/2017		3193 E OLYMPIC DR, ONTARIO, CA 91762	NEW SFD 1676 SF, ATTACHED GARAGE 418 SF, PORCH 106 SF (3 BED, 2.5 BATH) TRACT 18862, PLAN 1, LOT 140 (PLANS UNDER B201702083)	2,094	1	1		

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B201701298	21837240	04/18/2017	08/30/2017	3684 S GROWER AV, ONTARIO, CA 91761	NEW SFR 2,676 SF, GARAGE 507 SF, PORCH 74 SF, DECK 59 SF (4 BED, 3 BATH) TRACT 18476, LOT 83, PLAN 2 (PLANS UNDER B201402725)	3,183	1	1		470500
B201704692	21803303	12/21/2017		4885 S STARRY NIGHT LN, ONTARIO, CA 91762	NEW SFD 2542 SF, ATTACHED GARAGE 439 SF, PORCH 150 SF (4 BED, 3 BATH) TRACT 18073, PLAN 2, LOT 75 (PLANS UNDER B201702643)	2,981	1	1		
B201702644	21803304	11/09/2017		4893 S OPHELIA LN, ONTARIO, CA 91762	NEW SFD 2542 SF, ATTACHED GARAGE 439 SF, PORCH 150 SF, PATIO 196 SF (4 BED, 3 BATH) TRACT 18073, PLAN 2, LOT 56	2,981	1	1		
B201704691	21803303	12/21/2017		4896 S STARRY NIGHT LN, ONTARIO, CA 91762	NEW SFD 2542 SF, ATTACHED GARAGE 439 SF, PORCH 150 SF, PATIO 196 SF (4 BED, 3 BATH) TRACT 18073, PLAN 2, LOT 1 (PLANS UNDER B201702643)	2,981	1	1		
B201704186	21851313	11/30/2017		3271 E YOUNTVILLE DR, ONTARIO, CA 91761	NEW SFD 2253 SF, GARAGE 695 SF, PORCH 23 SF (4 BED, 3 BATH) TRACT 18994; LOT 127; PLAN 3 (PLANS UNDER B201701917)	2,948	1	1		
B201700399	21847256	03/02/2017	09/27/2017	3105 E MAYACAMA WY, ONTARIO, CA 91761	NEW TWO STORY SFD 2,513 SF, WITH ATTACHED GARAGE 425 SF, PORCH 50 SF: 4 BED, 3 BATH: (PLANS UNDER B201501182) TRACT 18993, LOT 56; PLAN 3BR	2,938	1	1		475000
B201700398	21847253	03/02/2017	09/27/2017	3111 E MAYACAMA WY, ONTARIO, CA 91761	NEW TWO STORY SFD 2,513 SF, WITH ATTACHED GARAGE 425 SF, PORCH 43 SF: 4 BED, 3 BATH: (PLANS UNDER B201501182) TRACT 18993, LOT 53; PLAN 3AR	2,938	1	1		474000
B201700397	21847252	03/02/2017	09/27/2017	3113 E MAYACAMA WY, ONTARIO, CA 91761	NEW TWO STORY SFD 2,513 SF, WITH ATTACHED GARAGE 425 SF, PORCH 47 SF: 4 BED, 3 BATH: (PLANS UNDER B201501182) TRACT 18993, LOT 52; PLAN 3C	2,938	1	1		
B201701562	21847247	06/07/2017	11/14/2017	3125 E MAYACAMA WY, ONTARIO, CA 91761	NEW TWO STORY SFD 2,513 SF, WITH ATTACHED GARAGE 425 SF, PORCH 50 SF: 4 BED, 3 BATH: (PLANS UNDER B201501182) TRACT 18993, LOT 47; PLAN 3	2,938	1	1		476000
B201701561	21847246	06/07/2017	11/14/2017	3127 E MAYACAMA WY, ONTARIO, CA 91761	NEW TWO STORY SFD 2,513 SF, WITH ATTACHED GARAGE 425 SF, PORCH 43 SF: 4 BED, 3 BATH: (PLANS UNDER B201501182) TRACT 18993, LOT 46; PLAN 3	2,938	1	1		475500
B201702720	21847241	09/15/2017		3145 E MAYACAMA WY, ONTARIO, CA 91761	NEW TWO STORY SFD 2,513 SF, WITH ATTACHED GARAGE 425 SF, PORCH 47 SF: 4 BED, 3 BATH: (PLANS UNDER B201501182) TRACT 18993, LOT 41; PLAN 3	2,938	1	1		

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B201702719	21847240	09/15/2017		3147 E MAYACAMA WY, ONTARIO, CA 91761	NEW TWO STORY SFD 2,513 SF, WITH ATTACHED GARAGE 425 SF, PORCH 50 SF: 4 BED, 3 BATH: (PLANS UNDER B201501182) TRACT 18993, LOT 40; PLAN 3	2,938	1	1		
B201703465	21847235	10/25/2017		3185 E MAYACAMA WY, ONTARIO, CA 91761	NEW TWO STORY SFD 2,513 SF, WITH ATTACHED GARAGE 425 SF, PORCH 43 SF: 4 BED, 3 BATH: (PLANS UNDER B201501182) TRACT 18993, LOT 35; PLAN 3	2,938	1	1		
B201703464	21847234	10/25/2017		3187 E MAYACAMA WY, ONTARIO, CA 91761	NEW TWO STORY SFD 2,513 SF, WITH ATTACHED GARAGE 425 SF, PORCH 47 SF: 4 BED, 3 BATH: (PLANS UNDER B201501182) TRACT 18993, LOT 34; PLAN 3	2,938	1	1		
B201703742	21847245	12/07/2017		3205 E MAYACAMA WY, ONTARIO, CA 91761	WAVERLY CODE UPDATES: NEW SFD 2513 SF, ATTACHED GARAGE 425 SF, PORCH 43 SF, (4 BED, 3 BATH) TRACT 18993, LOT 29, PLAN 3 (PLANS UNDER B201703740)	2,938	1	1		
B201704089	21847228	12/07/2017		3207 E MAYACAMA WY, ONTARIO, CA 91761	NEW TWO STORY SFD 2,513 SF, WITH ATTACHED GARAGE 425 SF, PORCH SF: 4 BED, 3 BATH: (PLANS UNDER B201703740) TRACT 18, LOT ; PLAN 3	2,938	1	1		
B201604523	21847261	01/24/2017	08/17/2017	3826 S SILVER OAK, ONTARIO, CA 91761	NEW TWO STORY SFD 2,513 SF, WITH ATTACHED GARAGE 425 SF, PORCH 43 SF: 4 BED, 3 BATH: (PLANS UNDER B201501182) TRACT 18993, LOT 61; PLAN 3B	2,938	1	1		480500
B201604524	21847262	01/24/2017	08/17/2017	3830 S SILVER OAK WY, ONTARIO, CA 91761	NEW TWO STORY SFD 2,513 SF, WITH ATTACHED GARAGE 425 SF, PORCH 47 SF: 4 BED, 3 BATH: (PLANS UNDER B201501182) TRACT 18993, LOT 62; PLAN 3CR	2,938	1	1		479000
B201604517	21848203	01/24/2017	07/11/2017	3846 S SILVER OAK WY, ONTARIO, CA 91761	NEW TWO STORY SFD 2,513 SF, WITH ATTACHED GARAGE 425 SF, PORCH SF: 4 BED, 3 BATH: (PLANS UNDER B201501182) TRACT 18, LOT ; PLAN 3	2,938	1	1		480500
B201604518	21848204	01/24/2017	07/11/2017	3850 S SILVER OAK WY, ONTARIO, CA 91761	NEW TWO STORY SFD 2,513 SF, WITH ATTACHED GARAGE 425 SF, PORCH SF: 4 BED, 3 BATH: (PLANS UNDER B201501182) TRACT 18, LOT ; PLAN 3	2,938	1	1		476000
B201700850	21835516	03/30/2017	08/30/2017	5012 S CENTENNIAL CI WEST, ONTARIO, CA 91762	SFR 2479 SF, GARAGE 442 SF, PORCH 87 SF (4 BED, 3 BATH) TRACT 18079 LOT 16 PLAN 3 (PLANS UNDER B201400985)	2,921	1	1		
B201604389	21802204	01/06/2017	07/13/2017	2722 E THOMPSON ST, ONTARIO, CA 91710	NEW SFR 2496 SF, GARAGE 420 SF, PORCH 31 SF, PATIO 110 SF, DECK 109 SF (4 BED, 3 BATH) TRACT 18267 LOT 14 PLAN 2RA (PLANS UNDER B201401016)	2,916	1	1		

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B201604390	21802204	01/06/2017	07/13/2017	2752 E THOMPSON ST, ONTARIO, CA 91710	NEW SFR 2496 SF, GARAGE 420 SF, PORCH 31 SF, PATIO 110 SF, DECK 109 SF (4 BED, 3 BATH) TRACT 18267 LOT 17 PLAN 2B (PLANS UNDER B201401016)	2,916	1	1		
B201604391	21802204	01/06/2017	07/13/2017	2762 E THOMPSON ST, ONTARIO, CA 91710	NEW SFR 2496 SF, GARAGE 420 SF, PORCH 31 SF, PATIO 110 SF, DECK 109 SF (4 BED, 3 BATH) TRACT 18267 LOT 19 PLAN 2A (PLANS UNDER B201401016)	2,916	1	1		
B201701379	21855448	06/06/2017		2772 E MILLSTONE LN, ONTARIO, CA 91762	NEW SFR 2496 SF, GARAGE 420 SF, PORCH 32 SF, PATIO 110 SF, DECK 109 SF (4 BED, 3 BATH) TRACT 18267 LOT 48 PLAN 2 (PLANS UNDER B201401016)	2,916	1	1		
B201700901	21802214	04/17/2017	09/21/2017	4903 S BOUNTIFUL TR, ONTARIO, CA 91762	NEW SFR 2496 SF, GARAGE 420 SF, PORCH 32 SF, PATIO 110, DECK 109 SF (4 BED, 3 BATH) TRACT 18267 LOT 68 PLAN 2 (PLANS UNDER B201401016)	2,916	1	1		
B201701377	21855431	06/06/2017		4903 S ROSEMARY WY, ONTARIO, CA 91762	NEW SFR 2496 SF, GARAGE 420 SF, PORCH 32 SF, PATIO 110 SF, DECK 109 SF (4 BED, 3 BATH) TRACT 18267 LOT 31 PLAN 2 (PLANS UNDER B201401016)	2,916	1	1		
B201700899	21802214	04/17/2017	09/21/2017	4908 S BOUNTIFUL TR, ONTARIO, CA 91762	NEW SFR 2496 SF, GARAGE 420 SF, PORCH 32 SF, PATIO 110 SF, DECK 109 SF (4 BED, 3 BATH) TRACT 18267 LOT 2 PLAN 2 (PLANS UNDER B201401016)	2,916	1	1		488762
B201701356	21855452	05/17/2017	11/14/2017	4912 S GRAPEVINE TR, ONTARIO, CA 91762	NEW SFR 2496 SF, GARAGE 420 SF, PORCH 32 SF, PATIO 110 SF, DECK 109 SF (4 BED, 3 BATH) TRACT 18267 LOT 52 PLAN 2 (PLANS UNDER B201401016)	2,916	1	1		
B201701376	21855429	06/06/2017		4923 S ROSEMARY WY, ONTARIO, CA 91762	NEW SFR 2496 SF, GARAGE 420 SF, PORCH 32 SF, PATIO 110 SF, DECK 109 SF (4 BED, 3 BATH) TRACT 18267 LOT 29 PLAN 2 (PLANS UNDER B201401016)	2,916	1	1		
B201703998	21824137	11/27/2017		3147 E YELLOWSTONE DR, ONTARIO, CA 91762	NEW SFD 2496 SF, ATTACHED GARAGE 419 SF, PORCH 59 SF (4 BED, 3 BATH) TRACT 18662, PLAN 3, LOT 191 (PLANS UNDER B201702090)	2,913	1	1		
B201703996	21824137	11/27/2017		3152 E OLYMPIC DR, ONTARIO, CA 91762	NEW SFD 2496 SF, ATTACHED GARAGE 419 SF, PORCH 59 SF (4 BED, 3 BATH) TRACT 18662, PLAN 3, LOT 185 (PLANS UNDER B201702090)	2,913	1	1		
B201703035	21824137	08/28/2017		3167 E YELLOWSTONE DR, ONTARIO, CA 91762	NEW SFD 2496 SF, ATTACHED GARAGE 419 SF, PORCH 59 SF (4 BED, 3 BATH) TRACT 18662, PLAN 3, LOT 197 (PLANS UNDER B201702090)	2,913	1	1		
B201703034	21824137	08/28/2017		3168 E OLYMPIC DR, ONTARIO, CA 91762	NEW SFD 2496 SF, ATTACHED GARAGE 419 SF, PORCH 59 SF (4 BED, 3 BATH) TRACT 18662, PLAN 3, LOT 180 (PLANS UNDER B201702090)	2,913	1	1		

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B201703036	21824140	08/28/2017		3173 E YELLOWSTONE DR, ONTARIO, CA 91762	NEW SFD 2496 SF, ATTACHED GARAGE 419 SF, PORCH 59 SF (4 BED, 3 BATH) TRACT 18662, PLAN 3, LOT 198 (PLANS UNDER B201702090)	2,913	1	1		
B201703347	21824140	10/17/2017		3187 E OLYMPIC DR, ONTARIO, CA 91762	NEW SFD 2496 SF, ATTACHED GARAGE 419 SF, PORCH 59 SF (4 BED, 3 BATH) TRACT 18662, PLAN 3, LOT 203 (PLANS UNDER B201702090)	2,913	1	1		
B201703346	21824140	10/17/2017		3188 E OLYMPIC DR, ONTARIO, CA 91762	NEW SFD 2496 SF, ATTACHED GARAGE 419 SF, PORCH 59 SF (4 BED, 3 BATH) TRACT 18662, PLAN 3, LOT 174 (PLANS UNDER B201702090)	2,913	1	1		
B201703345	21824140	10/17/2017		3192 E OLYMPIC DR, ONTARIO, CA 91762	NEW SFD 2496 SF, ATTACHED GARAGE 419 SF, PORCH 59 SF (4 BED, 3 BATH) TRACT 18662, PLAN 3, LOT 173 (PLANS UNDER B201702090)	2,913	1	1		
B201703348	21824140	10/17/2017		3193 E YELLOWSTONE DR, ONTARIO, CA 91762	NEW SFD 2496 SF, ATTACHED GARAGE 419 SF, PORCH 59 SF (4 BED, 3 BATH) TRACT 18662, PLAN 3, LOT 204 (PLANS UNDER B201702090)	2,913	1	1		
B201700237	21850262	02/09/2017	06/26/2017	3161 E BERINGER WY, ONTARIO, CA 91761	NEW SFD 2253 SF, GARAGE 554 SF, PORCH 23 SF (4 BED, 3 BATH) TRACT 18994; LOT 62; PLAN 3 (PLANS UNDER B201601008)	2,907	1	1		
B201700236	21850246	02/09/2017	06/26/2017	3180 E LA AVENIDA DR, ONTARIO, CA 91761	NEW SFD 2253 SF, GARAGE 554 SF, PORCH 23 SF (4 BED, 3 BATH) TRACT 18994; LOT 46; PLAN 3 (PLANS UNDER B201601008)	2,907	1	1		465000
B201700250	21851305	05/16/2017	10/05/2017	3235 E CARNEROS PASEO, ONTARIO, CA 91761	NEW SFD 2253 SF, GARAGE 554 SF, PORCH 23 SF (4 BED, 3 BATH) TRACT 18994; LOT 119; PLAN 3 (PLANS UNDER B201601008)	2,907	1	1		470000
B201700251	21851316	05/16/2017	10/05/2017	3241 E YOUNTVILLE DR, ONTARIO, CA 91761	NEW SFD 2253 SF, GARAGE 554 SF, PORCH 23 SF (4 BED, 3 BATH) TRACT 18994; LOT 130; PLAN 3 (PLANS UNDER B201601008)	2,907	1	1		463000
B201701652	21851307	06/07/2017	10/26/2017	3243 E CARNEROS PASEO, ONTARIO, CA 91761	NEW SFD 2253 SF, GARAGE 554 SF, PORCH 23 SF (4 BED, 3 BATH) TRACT 18994; LOT 121; PLAN 3 (PLANS UNDER B201601008)	2,907	1	1		489000
B201701657	21846266	06/28/2017	11/30/2017	4037 S NEW HAVEN DR, ONTARIO, CA 91761	NEW SFD 2253 SF, GARAGE 554 SF, PORCH 23 SF (4 BED, 3 BATH) TRACT 18992; LOT 212; PLAN 3 (PLANS UNDER B201601008)	2,907	1	1		477500
B201702500	21853236	09/14/2017		2443 E LEWISTON ST, ONTARIO, CA 91761	NEW SFD 2467 SF, ATTACHED GARAGE 420 SF, PORCH 217 SF (4 BED, 3 BATH) TRACT 16045, PLAN 1, LOT 97 (PLANS UNDER B201701162)	2,887	1	1		

Permit Number	APN	Issue Date	Final Date	Address	Work Description	Living SF	Units	NMC	Infill	Sales Price
B201702124	21853239	06/27/2017	12/21/2017	2452 E BENNINGTON ST, ONTARIO, CA 91761	NEW SFD 2467 SF, ATTACHED GARAGE 420 SF, PORCH 220 SF (4 BED, 3 BATH) TRACT 16045, PLAN 1, LOT 100 (PLANS UNDER B201701162)	2,887	1	1		
B201702125	21852313	06/27/2017	12/21/2017	2453 E BENNINGTON ST, ONTARIO, CA 91761	NEW SFD 2467 SF, ATTACHED GARAGE 420 SF, PORCH 217 SF (4 BED, 3 BATH) TRACT 16045, PLAN 1, LOT 111 (PLANS UNDER B201701162)	2,887	1	1		
B201700036	21852318	04/10/2017	09/07/2017	2454 E COLCHESTER ST, ONTARIO, CA 91761	NEW SFD 2467 SF, ATTACHED GARAGE 420 SF, PORCH 220 SF (4 BED, 3 BATH) TRACT 16045, PLAN 1A, LOT 116 (PLANS UNDER B201603219)	2,887	1	1		488500
B201702499	21853234	09/14/2017		2455 E LEWISTON ST, ONTARIO, CA 91761	NEW SFD 2467 SF, ATTACHED GARAGE 420 SF, PORCH 217 SF (4 BED, 3 BATH) TRACT 16045, PLAN 1, LOT 95 (PLANS UNDER B201701162)	2,887	1	1		
B201702498	21853229	09/14/2017		2485 E LEWISTON ST, ONTARIO, CA 91761	NEW SFD 2467 SF, ATTACHED GARAGE 420 SF, PORCH 220 SF (4 BED, 3 BATH) TRACT 16045, PLAN 1, LOT 90 (PLANS UNDER B201701162)	2,887	1	1		
B201604399	21802204	01/19/2017	07/25/2017	4982 S BOUNTIFUL TR, ONTARIO, CA 91762	NEW SFR : 2418 SF, GARAGE 424 SF, PORCH 58 SF, PATIO 106 SF (4 BED, 3 BATH) TRACT 18267 LOT 10 PLAN 1RA (PLANS UNDER B201401016)	2,842	1	1		
B201604401	21802204	01/19/2017	07/25/2017	4983 S BOUNTIFUL TR, ONTARIO, CA 91710	NEW SFR : 2418 SF, GARAGE 424 SF, PORCH 58 SF, PATIO 106 SF (4 BED, 3 BATH) TRACT 18267 LOT 60 PLAN 1RA (PLANS UNDER B201401016)	2,842	1	1		473900
B201704694	21803303	12/21/2017		4884 S STARRY NIGHT LN, ONTARIO, CA 91762	NEW SFD 2398 SF, ATTACHED GARAGE 440 SF, PORCH 61 SF (4 BED, 3 BATH) TRACT 18073, PLAN 1, LOT 3 (PLANS UNDER B201702643)	2,838	1	1		
B201701158	21852262	05/15/2017	09/26/2017	2453 E DANBURY ST, ONTARIO, CA 91761	NEW SFD 2401 SF, ATTACHED GARAGE 427 SF, PORCH 109 SF (4 BED, 3 BATH) TRACT 16045, PLAN 3, LOT 149 (PLANS UNDER B201603218)	2,828	1	1		477000
B201702491	21853221	09/14/2017		2454 E LEWISTON ST, ONTARIO, CA 91761	NEW SFD 2401 SF, ATTACHED GARAGE 427 SF, PORCH 104 (4 BED, 3 BATH) TRACT 16045, PLAN 3, LOT 82 (PLANS UNDER B201701638)	2,828	1	1		
B201703416	21853260	10/03/2017		2458 E DARIEN ST, ONTARIO, CA 91761	NEW SFD 2401 SF, ATTACHED GARAGE 427 SF, PORCH 109 SF (4 BED, 3 BATH) TRACT 16045, PLAN 3, LOT 179 (PLANS UNDER B20170163)	2,828	1	1		
B201701641	21852244	06/12/2017	09/26/2017	2458 E SALEM ST, ONTARIO, CA 91761	NEW SFD 2401 SF, ATTACHED GARAGE 427 SF, PORCH 109 SF (4 BED, 3 BATH) TRACT 16045, PLAN 3, LOT 44 (PLANS UNDER B201701638)	2,828	1	1		486000

Permit Number	APN	Issue Date	Final Date	Address	Work Description	Living SF	Units	NMC	Infill	Sales Price
B201700046	21852330	04/03/2017	08/03/2017	2461 E COLCHESTER ST, ONTARIO, CA 91761	NEW SFD 2401 SF, ATTACHED GARAGE 427 SF, PORCH 104 SF (4 BED, 3 BATH) TRACT 16045, PLAN 3A, LOT 128 (PLANS UNDER B201603218)	2,828	1	1		474500
B201701157	21852338	05/15/2017	09/26/2017	2464 E DANBURY ST, ONTARIO, CA 91761	NEW SFD 2401 SF, ATTACHED GARAGE 427 SF, PORCH 104 SF (4 BED, 3 BATH) TRACT 16045, PLAN 3, LOT 136 (PLANS UNDER B201603218)	2,828	1	1		476500
B201700767	21852259	04/13/2017	09/18/2017	2471 E DANBURY ST, ONTARIO, CA 0	NEW SFD 2401 SF, ATTACHED GARAGE 427 SF, PORCH 104 SF (4 BED, 3 BATH) TRACT 16045, PLAN 3, LOT 146 (PLANS UNDER B201603218)	2,828	1	1		471000
B201702134	21853263	06/27/2017	12/19/2017	2476 E DARIEN ST, ONTARIO, CA 91761	NEW SFD 2401 SF, ATTACHED GARAGE 427 SF, PORCH 109 SF (4 BED, 3 BATH) TRACT 16045, PLAN 3, LOT 182 (PLANS UNDER B201701638)	2,828	1	1		
B201700045	21852327	04/03/2017	08/03/2017	2479 E COLCHESTER ST, ONTARIO, CA 91761	NEW SFD 2401 SF, ATTACHED GARAGE 427 SF, PORCH 109 SF (4 BED, 3 BATH) TRACT 16045, PLAN 3C, LOT 125 (PLANS UNDER B201603218)	2,828	1	1		
B201702133	21853211	06/27/2017	12/19/2017	2483 E DARIEN ST, ONTARIO, CA 91761	NEW SFD 2401 SF, ATTACHED GARAGE 427 SF, PORCH 109 (4 BED, 3 BATH) TRACT 16045, PLAN 3, LOT 72 (PLANS UNDER B201701638)	2,828	1	1		
B201702492	21853227	09/14/2017		2488 E LEWISTON ST, ONTARIO, CA 91761	NEW SFD 2401 SF, ATTACHED GARAGE 427 SF, PORCH 109 SF (4 BED, 3 BATH) TRACT 16045, PLAN 3, LOT 88 (PLANS UNDER B201701638)	2,828	1	1		
B201700044	21852324	04/03/2017	08/11/2017	2497 E COLCHESTER ST, ONTARIO, CA 91761	NEW SFD 2401 SF, ATTACHED GARAGE 427 SF, PORCH 118 (4 BED, 3 BATH) TRACT 16045, PLAN 3B, LOT 122 (PLANS UNDER B201603218)	2,828	1	1		460500
B201702643	21803304	11/09/2017		4885 S OPHELIA LN, ONTARIO, CA 91762	MODEL - NEW SFD: 2387 SF, ATTACHED GARAGE 440 SF, PORCH 61 SF, PATIO 240 SF (4 BED, 3 BATH) TRACT 18073; PLAN 1; LOT 55	2,827	1	1		
B201701919	21846261	09/26/2017		3341 E YOUNTVILLE DR, ONTARIO, CA 91761	NEW SFD 2253 SF, GARAGE 554 SF, PORCH 23 SF (4 BED, 3 BATH) TRACT 18992; LOT 207; PLAN 3 (PLAN REVIEWED UNDER B201701917)	2,807	1	1		
B201703983	21846279	11/07/2017		3911 S OAKVILLE AV, ONTARIO, CA 91761	NEW SFD 2253 SF, GARAGE 554 SF, PORCH 23 SF (4 BED, 3 BATH) TRACT 18992; LOT 225; PLAN 3 (PLANS UNDER B201701917)	2,807	1	1		
B201703733	21846276	10/25/2017		3927 S OAKVILLE AV, ONTARIO, CA 91761	NEW SFD 2253 SF, GARAGE 554 SF, PORCH 23 SF (4 BED, 3 BATH) TRACT 18992; LOT 222; PLAN 3 (PLANS UNDER B201701917)	2,807	1	1		

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B201703732	21846274	10/25/2017		3937 S OAKVILLE AV, ONTARIO, CA 91761	NEW SFD 2253 SF, GARAGE 554 SF, PORCH 23 SF (4 BED, 3 BATH) TRACT 18992; LOT 220; PLAN 3 (PLANS UNDER B201701917)	2,807	1	1		
B201701917	21846272	09/26/2017		3947 S OAKVILLE AV, ONTARIO, CA 91761	NEW SFD 2253 SF, GARAGE 554 SF, PORCH 23 SF (4 BED, 3 BATH) TRACT 18992; LOT 218; PLAN 3	2,807	1	1		
B201703982	21846255	11/07/2017		3964 S TRINITAS WY, ONTARIO, CA 91761	NEW SFD 2253 SF, GARAGE 554 SF, PORCH 23 SF (4 BED, 3 BATH) TRACT 18992; LOT 201; PLAN 3 (PLANS UNDER B201701917)	2,807	1	1		
B201703731	21846257	10/25/2017		3974 S TRINITAS WY, ONTARIO, CA 91761	NEW SFD 2253 SF, GARAGE 554 SF, PORCH 23 SF (4 BED, 3 BATH) TRACT 18992; LOT 203; PLAN 3 (PLANS UNDER B201701917)	2,807	1	1		
B201702844	21846259	09/26/2017		3984 S TRINITAS WY, ONTARIO, CA 91761	NEW SFD 2253 SF, GARAGE 554 SF, PORCH 23 SF (4 BED, 3 BATH) TRACT 18992; LOT 205; PLAN 3 (PLANS UNDER B201701917)	2,807	1	1		
B201703339	21824137	10/13/2017		3177 E OLYMPIC DR, ONTARIO, CA 91762	NEW SFD 2374 SF, ATTACHED GARAGE 424 SF, PORCH 21 SF (4 BED, 3 BATH) TRACT 18862, PLAN 3X, LOT 134 (PLANS UNDER B201702083)	2,798	1	1		
B201702086	21824140	08/28/2017		3197 E OLYMPIC DR, ONTARIO, CA 91762	NEW SFR (2374 SF), ATTACHED GARAGE (424 SF), PORCH (21 SF), PATIO (4 BED, 3 BATH) TRACT 18862, LOT 142, PLAN 3X	2,798	1	1		
B201703618	21836201	10/11/2017		2932 E ARBOR LN, ONTARIO, CA 91762	NEW SFD 2377 SF, ATTACHED GARAGE 417 SF, PORCH 88 SF (4 BED, 3 BATH) TRACT 18075, LOT 1, PLAN 5 (PLANS UNDER B201700224)	2,794	1	1		
B201702999	21836204	09/08/2017		2950 E ARBOR LN, ONTARIO, CA 91762	NEW SFR 2377 SF, ATTACHED GARAGE 417 SF, PORCH 33 SF (4 BED, 3 BATH) TRACT 18075, LOT 4, PLAN 5 (PLANS UNDER B201700224)	2,794	1	1		
B201701805	21836207	10/11/2017		2968 E ARBOR LN, ONTARIO, CA 91762	NEW SFD 2377 SF, ATTACHED GARAGE 417 SF, PORCH 48 SF (4 BED, 3 BATH) TRACT 18075, LOT 7, PLAN 5 (PLANS UNDER B201700224)	2,794	1	1		
B201701800	21836210	06/06/2017		2980 E ARBOR LN, ONTARIO, CA 91762	NEW SFR 2377 SF, ATTACHED GARAGE 417 SF, PORCH 33 SF (4 BED, 3 BATH) TRACT 18075, LOT 9, PLAN 5 (PLANS UNDER B201700224)	2,794	1	1		486500
B201701799	21836211	10/11/2017		3002 E ARBOR LN, ONTARIO, CA 91762	NEW SFD 2377 SF, ATTACHED GARAGE 417 SF, PORCH 88 SF (4 BED, 3 BATH) TRACT 18075, LOT 11, PLAN 5 (PLANS UNDER B201700224)	2,794	1	1		



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B201702629	21836222	08/04/2017		3074 E ARBOR LN, ONTARIO, CA 91762	NEW SFR 2377 SF, ATTACHED GARAGE 417 SF, PORCH 33 SF (4 BED, 3 BATH) TRACT 18075, LOT 22, PLAN 5 (PLANS UNDER B201700224)	2,794	1	1		
B201702630	21836229	08/04/2017		3079 E ARBOR LN, ONTARIO, CA 91762	NEW SFR 2377 SF, ATTACHED GARAGE 417 SF, PORCH 48 SF (4 BED, 3 BATH) TRACT 18075, LOT 29, PLAN 5 (PLANS UNDER B201700224)	2,794	1	1		
B201703001	21836225	09/08/2017		3092 E ARBOR LN, ONTARIO, CA 91762	NEW SFR 2377 SF, ATTACHED GARAGE 417 SF, PORCH 88 SF (4 BED, 3 BATH) TRACT 18075, LOT 25, PLAN 5 (PLANS UNDER B201700224)	2,794	1	1		
B201703619	21836253	10/11/2017		5105 S VICTORY LN, ONTARIO, CA 91762	NEW SFD 2377 SF, ATTACHED GARAGE 417 SF, PORCH 48 SF (4 BED, 3 BATH) TRACT 18075, LOT 53, PLAN 5 (PLANS UNDER B201700224)	2,794	1	1		
B201700396	21847257	03/02/2017	09/27/2017	3103 E MAYACAMA WY, ONTARIO, CA 91761	NEW TWO STORY SFR 2,275 SF, WITH ATTACHED GARAGE 442 SF, PORCH 17 SF: 4 BED, 3 BATH; (PLANS UNDER B201501182) TRACT 18993, LOT 57, PLAN 2AR	2,717	1	1		460800
B201701560	21847248	06/07/2017	11/14/2017	3123 E MAYACAMA WY, ONTARIO, CA 91761	NEW TWO STORY SFR 2,275 SF, WITH ATTACHED GARAGE 442 SF, PORCH 17 SF: 4 BED, 3 BATH; (PLANS UNDER B201501182) TRACT 18993, LOT 48, PLAN 2	2,717	1	1		459000
B201702718	21847242	09/15/2017		3143 E MAYACAMA WY, ONTARIO, CA 91761	NEW TWO STORY SFR 2,275 SF, WITH ATTACHED GARAGE 442 SF, PORCH 17 SF: 4 BED, 3 BATH; (PLANS UNDER B201501182) TRACT 18993, LOT 42, PLAN 2	2,717	1	1		
B201703741	21847230	12/07/2017		3203 E MAYACAMA WY, ONTARIO, CA 91761	WAVERLY CODE UPDATES: NEW SFD 2275, ATTACHED GARAGE 442, PORCH 21 SF (4 BED, 3 BATH) TRACT 18993, LOT 30, PLAN 2 (PLANS UNDER B201703740)	2,717	1	1		
B201704088	21847227	12/07/2017		3209 E MAYACAMA WY, ONTARIO, CA 91761	NEW TWO STORY SFR 2,275 SF, WITH ATTACHED GARAGE 442 SF, PORCH SF: 4 BED, 3 BATH; (PLANS UNDER B201703740) TRACT 18, LOT , PLAN 2	2,717	1	1		
B201604522	21847263	01/24/2017	08/17/2017	3834 S SILVER OAK, ONTARIO, CA 91761	NEW TWO STORY SFR 2,200 SF, WITH ATTACHED GARAGE 442 SF, PORCH 21 SF: 4 BED, 3 BATH; (PLANS UNDER B201501182) TRACT 18993, LOT 63, PLAN 2AR	2,717	1	1		460800
B201604515	21848202	01/24/2017	07/11/2017	3842 S SILVER OAK WY, ONTARIO, CA 91761	NEW TWO STORY SFR 2,200 SF, WITH ATTACHED GARAGE 442 SF, PORCH 17 SF: 4 BED, 3 BATH; (PLANS UNDER B201501182) TRACT 18993, LOT 66, PLAN 2B	2,717	1	1		454000

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B201704624	21824138	12/21/2017		3114 E DENALI DR, ONTARIO, CA 91762	NEW SFD 2277 SF, ATTACHED GARAGE 423 SF, PORCH 103 SF (4 BED, 3 BATH) TRACT 18662, PLAN 1, LOT 299 (PLANS UNDER B201702096)	2,700	1	1		
B201704623	21824138	12/21/2017		3121 E DENALI DR, ONTARIO, CA 91762	NEW SFD 2277 SF, ATTACHED GARAGE 423 SF, PORCH 85 SF (4 BED, 3 BATH) TRACT 18662, PLAN 1, LOT 285 (PLANS UNDER B201702096)	2,700	1	1		
B201704009	21824137	11/27/2017		3121 E YOSEMITE DR, ONTARIO, CA 91762	NEW SFD 2277 SF, ATTACHED GARAGE 423 SF, PORCH 85 SF (4 BED, 3 BATH) TRACT 18662, PLAN 1, LOT 308 (PLANS UNDER B201702096)	2,700	1	1		
B201703027	21824137	08/28/2017		3134 E YELLOWSTONE DR, ONTARIO, CA 91762	NEW SFD 2277 SF, ATTACHED GARAGE 423 SF, PORCH 89 SF (4 BED, 3 BATH) TRACT 18662, PLAN 1, LOT 321 (PLANS UNDER B201702096)	2,700	1	1		
B201704008	21824138	11/27/2017		3134 E YOSEMITE DR, ONTARIO, CA 91762	NEW SFD 2277 SF, ATTACHED GARAGE 423 SF, PORCH 103 SF (4 BED, 3 BATH) TRACT 18662, PLAN 1, LOT 284 (PLANS UNDER B201702096)	2,700	1	1		
B201703354	21824137	10/13/2017		3151 E YOSEMITE DR, ONTARIO, CA 91762	NEW SFD 2277 SF, ATTACHED GARAGE 423 SF, PORCH 89 SF (4 BED, 3 BATH) TRACT 18662, PLAN 1, LOT 311 (PLANS UNDER B201702096)	2,700	1	1		
B201703026	21824137	08/28/2017		3164 E YELLOWSTONE DR, ONTARIO, CA 91762	NEW SFD 2277 SF, ATTACHED GARAGE 423 SF, PORCH 89 SF (4 BED, 3 BATH) TRACT 18662, PLAN 1, LOT 318 (PLANS UNDER B201702096)	2,700	1	1		
B201703353	21824138	10/13/2017		3164 E YOSEMITE DR, ONTARIO, CA 91762	NEW SFD 2277 SF, ATTACHED GARAGE 423 SF, PORCH 103 SF (4 BED, 3 BATH) TRACT 18662, PLAN 1, LOT 281 (PLANS UNDER B201702096)	2,700	1	1		
B201703352	21824138	10/13/2017		3194 E YOSEMITE DR, ONTARIO, CA 91762	NEW SFD 2277 SF, ATTACHED GARAGE 423 SF, PORCH 89 SF (4 BED, 3 BATH) TRACT 18662, PLAN 1, LOT 278 (PLANS UNDER B201702096)	2,700	1	1		
B201702096	21824137	08/28/2017		4384 S ACADIA AV, ONTARIO, CA 91762	NEW SFR (2277 SF), ATTACHED GARAGE (423 SF) PORCH (85 SF), (4 BED, 3 BATH) TRACT 18662, LOT 316, PLAN 1	2,700	1	1		
B201704625	21824138	12/21/2017		4432 S ARCHES TR, ONTARIO, CA 91762	NEW SFD 2277 SF, ATTACHED GARAGE 423 SF, PORCH 85 SF (4 BED, 3 BATH) TRACT 18662, PLAN 1, LOT 302 (PLANS UNDER B201702096)	2,700	1	1		
B201704184	21851314	11/30/2017		3261 E YOUNTVILLE DR, ONTARIO, CA 91761	NEW SFD 2068 SF; GARAGE 630 SF; PORCH 36 SF (4 BED, 3 BATH) TRACT 18994, LOT 128, PLAN 2 (PLANS UNDER B201701917)	2,698	1	1		

Permit Number	APN	Issue Date	Final Date	Address	Work Description	Living SF	Units	NMC	Infill	Sales Price
B201701643	21852241	06/12/2017	09/26/2017	2440 E SALEM ST, ONTARIO, CA 91761	NEW SFD 2239 SF, ATTACHED GARAGE 425 SF, PORCH 66 SF (4 BED, 3 BATH) TRACT 16045, PLAN 2, LOT 41 (PLANS UNDER B201701638)	2,664	1	1		
B201604466	21852221	01/12/2017	05/31/2017	2444 E NORWICH ST, ONTARIO, CA 91761	NEW SFD 2239 SF, ATTACHED GARAGE 425 SF, PORCH 63 SF (4 BED, 3 BATH) TRACT 16045, PLAN 2, LOT 21 (PLANS UNDER B201603218)	2,664	1	1		
B201703412	21853258	10/03/2017		2446 E DARIEN ST, ONTARIO, CA 91761	NEW SFD 2239 SF, ATTACHED GARAGE 425 SF, PORCH 78 SF (4 BED, 3 BATH) TRACT 16045, PLAN 2, LOT 177 (PLANS UNDER B201701638)	2,664	1	1		
B201701642	21852209	06/12/2017	09/26/2017	2447 E SALEM ST, ONTARIO, CA 91761	NEW SFD 2239 SF, ATTACHED GARAGE 425 SF, PORCH 66 SF (4 BED, 3 BATH) TRACT 16045, PLAN 2, LOT 9 (PLANS UNDER B201701638)	2,664	1	1		490000
B201700054	21852332	04/03/2017	08/03/2017	2449 E COLCHESTER ST, ONTARIO, CA 91761	NEW SFD 2239 SF, ATTACHED GARAGE 425 SF, PORCH 78 SF (4 BED, 3 BATH) TRACT 16045, PLAN 2A, LOT 130 (PLANS UNDER B201603218)	2,664	1	1		2500
B201701644	21852243	06/12/2017	09/26/2017	2452 E SALEM ST, ONTARIO, CA 91761	NEW SFD 2239 SF, ATTACHED GARAGE 425 SF, PORCH 78 SF (4 BED, 3 BATH) TRACT 16045, PLAN 2, LOT 43 (PLANS UNDER B201701638)	2,664	1	1		476500
B201703411	21853216	10/03/2017		2453 E DARIEN ST, ONTARIO, CA 91761	NEW SFD 2239 SF, ATTACHED GARAGE 425 SF, PORCH 78 SF (4 BED, 3 BATH) TRACT 16045, PLAN 2, LOT 77 (PLANS UNDER B201701638)	2,664	1	1		
B201604467	21852238	01/12/2017	05/31/2017	2455 E NORWICH ST, ONTARIO, CA 91761	NEW SFD 2239 SF, ATTACHED GARAGE 425 SF, PORCH 78 SF (4 BED, 3 BATH) TRACT 16045, PLAN 2, LOT 38 (PLANS UNDER B201603218)	2,664	1	1		
B201703413	21853261	10/03/2017		2464 E DARIEN ST, ONTARIO, CA 91761	NEW SFD 2239 SF, ATTACHED GARAGE 425 SF, PORCH 78 SF (4 BED, 3 BATH) TRACT 16045, PLAN 2, LOT 180 (PLANS UNDER B201701638)	2,664	1	1		
B201700759	21852339	04/13/2017	09/18/2017	2470 E DANBURY ST, ONTARIO, CA 91761	NEW SFD 2239 SF, ATTACHED GARAGE 425 SF, PORCH 63 SF (4 BED, 3 BATH) TRACT 16045, PLAN 2, LOT 137 (PLANS UNDER B201603218)	2,664	1	1		465500
B201702496	21853225	09/14/2017		2476 E LEWISTON ST, ONTARIO, CA 91761	NEW SFD 2239 SF, ATTACHED GARAGE 425 SF, PORCH 63 SF (4 BED, 3 BATH) TRACT 16045, PLAN 2, LOT 86 (PLANS UNDER B201701638)	2,664	1	1		
B201700395	21847254	03/02/2017	09/27/2017	3109 E MAYACAMA WY, ONTARIO, CA 91761	NEW TWO STORY SFR 2,200 SF, WITH ATTACHED GARAGE 442 SF, PORCH 21 SF: 4 BED, 3 BATH; (PLANS UNDER B201501182) TRACT 18993, LOT 54, PLAN 2CR	2,642	1	1		458800

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B201701559	21847229	06/07/2017	11/14/2017	3129 E MAYACAMA WY, ONTARIO, CA 91761	NEW TWO STORY SFR 2,200 SF, WITH ATTACHED GARAGE 442 SF, PORCH 21 SF: 4 BED, 3 BATH; (PLANS UNDER B201501182) TRACT 18993, LOT 45, PLAN 2	2,642	1	1		
B201703463	21847236	10/25/2017		3183 E MAYACAMA WY, ONTARIO, CA 91761	NEW TWO STORY SFR 2,200 SF, WITH ATTACHED GARAGE 442 SF, PORCH 21 SF: 4 BED, 3 BATH; (PLANS UNDER B201501182) TRACT 18993, LOT 36, PLAN 2	2,642	1	1		
B201703462	21847233	10/25/2017		3189 E MAYACAMA WY, ONTARIO, CA 91761	NEW TWO STORY SFR 2,200 SF, WITH ATTACHED GARAGE 442 SF, PORCH 21 SF: 4 BED, 3 BATH; (PLANS UNDER B201501182) TRACT 18993, LOT 33, PLAN 2	2,642	1	1		
B201604521	21847260	01/24/2017	08/17/2017	3824 S SILVER OAK, ONTARIO, CA 91761	NEW TWO STORY SFR 2,200 SF, WITH ATTACHED GARAGE 442 SF, PORCH 17 SF: 4 BED, 3 BATH; (PLANS UNDER B201501182) TRACT 18993, LOT 60, PLAN 2C	2,642	1	1		456000
B201604516	21848205	01/24/2017	07/11/2017	3852 S SILVER OAK WY, ONTARIO, CA 91761	NEW TWO STORY SFR 2,200 SF, WITH ATTACHED GARAGE 442 SF, PORCH 21 SF: 4 BED, 3 BATH; (PLANS UNDER B201501182) TRACT 18993, LOT 69, PLAN 2CR	2,642	1	1		4450000
B201700394	21847251	03/02/2017	09/27/2017	3115 E MAYACAMA WY, ONTARIO, CA 91761	NEW TWO STORY SFR 2,200 SF, WITH ATTACHED GARAGE 437 SF, PORCH 21 SF: 4 BED, 3 BATH; (PLANS UNDER B201501182) TRACT 18993, LOT 51, PLAN 2B	2,637	1	1		458000
B201702717	21847239	09/15/2017		3149 E MAYACAMA WY, ONTARIO, CA 91761	NEW TWO STORY SFR 2,200 SF, WITH ATTACHED GARAGE 437 SF, PORCH 21 SF: 4 BED, 3 BATH; (PLANS UNDER B201501182) TRACT 18993, LOT 39, PLAN 2	2,637	1	1		
B201703239	21803304	12/22/2017		4888 S SWALLOWTAIL LN, ONTARIO, CA 91762	MODEL: NEW SFD (2234 SF) WITH ATTACHED GARAGE (400 SF): PLANS UNDER B201703236, TRACT 18074, PLAN 4, LOT 4	2,634	1	1		
B201700393	21847258	03/02/2017	09/27/2017	3101 E MAYACAMA WY, ONTARIO, CA 91761	NEW TWO STORY SFR 2,158 SF, WITH ATTACHED GARAGE 420 SF, PORCH 41 SF: 4 BED, 3 BATH; (PLANS UNDER B201501182) TRACT 18993, LOT , PLAN 1CR	2,578	1	1		460500
B201700392	21847255	03/02/2017	09/27/2017	3107 E MAYACAMA WY, ONTARIO, CA 91761	NEW TWO STORY SFR 2,158 SF, WITH ATTACHED GARAGE 420 SF, PORCH 12 SF: 4 BED, 3 BATH; (PLANS UNDER B201501182) TRACT 18993, LOT 55, PLAN 1AR	2,578	1	1		473500
B201700391	21847250	03/02/2017	09/27/2017	3117 E MAYACAMA WY, ONTARIO, CA 91761	NEW TWO STORY SFR 2,158 SF, WITH ATTACHED GARAGE 420 SF, PORCH 29 SF: 4 BED, 3 BATH; (PLANS UNDER B201501182) TRACT 18993, LOT 50, PLAN 1B	2,578	1	1		464000

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B201701558	21847249	06/07/2017	11/14/2017	3121 E MAYACAMA WY, ONTARIO, CA 91761	NEW TWO STORY SFR 2,158 SF, WITH ATTACHED GARAGE 420 SF, PORCH 41 SF; 4 BED, 3 BATH; (PLANS UNDER B201501182) TRACT 18993, LOT 49, PLAN 1	2,578	1	1		462000
B201701557	21847244	06/07/2017	11/14/2017	3131 E MAYACAMA WY, ONTARIO, CA 91761	NEW TWO STORY SFR 2,158 SF, WITH ATTACHED GARAGE 420 SF, PORCH 12 SF; 4 BED, 3 BATH; (PLANS UNDER B201501182) TRACT 18993, LOT 44, PLAN 1	2,578	1	1		459000
B201702716	21847243	09/15/2017		3141 E MAYACAMA WY, ONTARIO, CA 91761	NEW TWO STORY SFR 2,158 SF, WITH ATTACHED GARAGE 420 SF, PORCH 29 SF; 4 BED, 3 BATH; (PLANS UNDER B201501182) TRACT 18993, LOT 43, PLAN 1	2,578	1	1		
B201702715	21847238	09/15/2017		3151 E MAYACAMA WY, ONTARIO, CA 91761	NEW TWO STORY SFR 2,158 SF, WITH ATTACHED GARAGE 420 SF, PORCH 41 SF; 4 BED, 3 BATH; (PLANS UNDER B201501182) TRACT 18993, LOT 38, PLAN 1	2,578	1	1		
B201703461	21847237	10/25/2017		3181 E MAYACAMA WY, ONTARIO, CA 91761	NEW TWO STORY SFR 2,158 SF, WITH ATTACHED GARAGE 420 SF, PORCH 12 SF; 4 BED, 3 BATH; (PLANS UNDER B201501182) TRACT 18993, LOT 37, PLAN 1	2,578	1	1		
B201703460	21847232	10/25/2017		3191 E MAYACAMA WY, ONTARIO, CA 91761	NEW TWO STORY SFR 2,158 SF, WITH ATTACHED GARAGE 420 SF, PORCH 29 SF; 4 BED, 3 BATH; (PLANS UNDER B201501182) TRACT 18993, LOT 32, PLAN 1	2,578	1	1		
B201703740	21847231	12/07/2017		3201 E MAYACAMA WY, ONTARIO, CA 91761	CODE UPDATE: NEW SFD 2158 SF, ATTACHED GARAGE 420 SF, PORCH 12 SF (4 BED, 3 BATH) TRACT 18993, LOT 31, PLAN 1	2,578	1	1		
B201704087	21847226	12/07/2017		3211 E MAYACAMA WY, ONTARIO, CA 91761	NEW TWO STORY SFR 2,158 SF, WITH ATTACHED GARAGE 420 SF, PORCH SF; 4 BED, 3 BATH; (PLANS UNDER B201703740) TRACT 18, LOT, PLAN 1	2,578	1	1		
B201604519	21847259	01/24/2017	08/17/2017	3820 S SILVER OAK WY, ONTARIO, CA 91761	NEW TWO STORY SFR 2,158 SF, WITH ATTACHED GARAGE 420 SF, PORCH 29 SF; 4 BED, 3 BATH; (PLANS UNDER B201501182) TRACT 18993, LOT 59, PLAN 1A	2,578	1	1		455000
B201604520	21847264	01/24/2017	08/17/2017	3836 S SILVER OAK WY, ONTARIO, CA 91761	NEW TWO STORY SFR 2,158 SF, WITH ATTACHED GARAGE 420 SF, PORCH 41 SF; 4 BED, 3 BATH; (PLANS UNDER B201501182) TRACT 18993, LOT 64, PLAN 1BR	2,578	1	1		453000
B201604513	21848201	01/24/2017	07/11/2017	3840 S SILVER OAK WY, ONTARIO, CA 91761	NEW TWO STORY SFR 2,158 SF, WITH ATTACHED GARAGE 420 SF, PORCH 29 SF (4 BED, 3 BATH) (PLANS UNDER B201501182) TRACT 18993, LOT 65, PLAN 1C	2,578	1	1		457000

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B201604514	21848206	01/24/2017	07/11/2017	3866 S SILVER OAK WY, ONTARIO, CA 91761	NEW TWO STORY SFR 2,158 SF, WITH ATTACHED GARAGE 420 SF, PORCH 41 SF; 4 BED, 3 BATH; (PLANS UNDER B201501182) TRACT 18993, LOT 70, PLAN 1AR	2,578	1	1		451500
B201703993	21824137	11/27/2017		3143 E YELLOWSTONE DR, ONTARIO, CA 91762	NEW SFD 2142 SF, ATTACHED GARAGE 423, PORCH 42 SF (4 BED, 3 BATH) TRACT 18662, PLAN 1, LOT 189 (PLANS UNDER B201702090)	2,565	1	1		
B201703992	21824137	11/27/2017		3158 E OLYMPIC DR, ONTARIO, CA 91762	NEW SFD 2142 SF, ATTACHED GARAGE 423, PORCH 42 SF (4 BED, 3 BATH) TRACT 18662, PLAN 1, LOT183 (PLANS UNDER B201702090)	2,565	1	1		
B201702090	21824140	08/28/2017		3178 E OLYMPIC DR, ONTARIO, CA 91762	NEW SFR (2142 SF), ATTACHED GARAGE (423 SF), PORCH (42 SF), PATIO (4 BED, 3 BATH) TRACT 18662, LOT 177, PLAN 1	2,565	1	1		
B201703340	21824140	10/17/2017		3198 E OLYMPIC DR, ONTARIO, CA 91762	NEW SFD 2142 SF, ATTACHED GARAGE 423, PORCH 42 SF (4 BED, 3 BATH) TRACT 18662, PLAN 1, LOT 171 (PLANS UNDER B201702090)	2,565	1	1		
B201700271	21844213	04/18/2017	10/06/2017	3445 E PINE RIDGE LP, ONTARIO, CA 91761	NEW SFD 2110 SF, GARAGE 451 SF, PORCH 38 SF (4 BED, 3 BATH) TRACT 18992, LOT 37, PLAN 3 (PLANS UNDER B201601037)	2,561	1	1		443000
B201700270	21844212	04/18/2017	10/06/2017	3451 E PINE RIDGE LP, ONTARIO, CA 91761	NEW SFD 2110 SF, GARAGE 451 SF, PORCH 38 SF (4 BED, 3 BATH) TRACT 18992, LOT 36, PLAN 3 (PLANS UNDER B201601037)	2,561	1	1		451500
B201701429	21844209	04/24/2017	10/06/2017	3461 E PINE RIDGE LP, ONTARIO, CA 91761	NEW SFD 2110 SF, GARAGE 451 SF, PORCH 38 SF (4 BED, 3 BATH) TRACT 18992, LOT 33, PLAN 3 (PLANS UNDER B201601037)	2,561	1	1		446000
B201701665	21846204	06/07/2017	11/16/2017	3464 E SANTA CLARA LN, ONTARIO, CA 91761	NEW SFD 2110 SF, GARAGE 451 SF, PORCH 38 SF (4 BED, 3 BATH) TRACT 18992, LOT4, PLAN 3 (PLANS UNDER B201601037)	2,561	1	1		446500
B201701664	21846203	06/07/2017	11/16/2017	3466 E SANTA CLARA LN, ONTARIO, CA 91761	NEW SFD 2110 SF, GARAGE 451 SF, PORCH 38 SF (4 BED, 3 BATH) TRACT 18992, LOT3, PLAN 3 (PLANS UNDER B201601037)	2,561	1	1		466000
B201700277	21844204	11/07/2017		3475 E PINE RIDGE LP, ONTARIO, CA 91761	NEW SFD 2110 SF, GARAGE 451 SF, PORCH 38 SF (4 BED, 3 BATH) TRACT 18992, LOT 28, PLAN 3 (PLANS UNDER B201702101)	2,561	1	1		
B201700276	21844203	11/07/2017		3481 E PINE RIDGE LP, ONTARIO, CA 91761	NEW SFD 2110 SF, GARAGE 451 SF, PORCH 38 SF (4 BED, 3 BATH) TRACT 18992, LOT 27, PLAN 3 (PLANS UNDER B201702101)	2,561	1	1		

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B201703709	21844409	10/23/2017		3901 S MERRYVALE WY, ONTARIO, CA 91761	NEW SFD 2110 SF, GARAGE 451 SF, PORCH 38 SF (4 BED, 3 BATH) TRACT 18992, LOT 24, PLAN 3 (PLANS UNDER B201702101)	2,561	1	1		
B201702103	21844406	10/23/2017		3911 S MERRYVALE WY, ONTARIO, CA 91761	NEW SFD 2110 SF, GARAGE 451 SF, PORCH 38 SF (4 BED, 3 BATH) TRACT 18992, LOT21, PLAN 3 (PLANS UNDER B201702101)	2,561	1	1		
B201702855	21844401	09/15/2017		3925 S MERRYVALE WY, ONTARIO, CA 91761	NEW SFD 2110 SF, GARAGE 451 SF, PORCH 38 SF (4 BED, 3 BATH) TRACT 18992, LOT16, PLAN 3 (PLANS UNDER B201601037)	2,561	1	1		
B201702854	21846215	09/15/2017		3931 S MERRYVALE WY, ONTARIO, CA 91761	NEW SFD 2110 SF, GARAGE 451 SF, PORCH 38 SF (4 BED, 3 BATH) TRACT 18992, LOT15, PLAN 3 (PLANS UNDER B201601037)	2,561	1	1		
B201701671	21846210	06/28/2017	12/12/2017	3945 S MERRYVALE WY, ONTARIO, CA 91761	NEW SFD 2110 SF, GARAGE 451 SF, PORCH 38 SF (4 BED, 3 BATH) TRACT 18992, LOT10, PLAN 3 (PLANS UNDER B201601037)	2,561	1	1		
B201701670	21846209	06/28/2017	12/12/2017	3951 S MERRYVALE WY, ONTARIO, CA 91761	NEW SFD 2110 SF, GARAGE 451 SF, PORCH 38 SF (4 BED, 3 BATH) TRACT 18992, LOT 9, PLAN 3 (PLANS UNDER B201601037)	2,561	1	1		
B201700239	21850261	02/09/2017	06/26/2017	3163 E BERINGER WY, ONTARIO, CA 91761	NEW SFD 2068 SF; GARAGE 474 SF; PORCH 142 SF (4 BED, 3 BATH) TRACT 18994, LOT 61, PLAN 2 (PLANS UNDER B201601008)	2,542	1	1		440000
B201700238	21850247	02/09/2017	06/30/2017	3190 E LA AVENIDA DR, ONTARIO, CA 91761	NEW SFD 2068 SF; GARAGE 474 SF; PORCH 142 SF (4 BED, 3 BATH) TRACT 18994, LOT 47, PLAN 2 (PLANS UNDER B201601008)	2,542	1	1		460500
B201700240	21851301	04/07/2017	08/22/2017	3203 E CARNEROS PASEO, ONTARIO, CA 91761	NEW SFD 2068 SF; GARAGE 474 SF; PORCH 142 SF (4 BED, 3 BATH) TRACT 18994, LOT 115, PLAN 2 (PLANS UNDER B201601008)	2,542	1	1		
B201700249	21851319	05/16/2017	10/05/2017	3227 E YOUNTVILLE DR, ONTARIO, CA 91761	NEW SFD 2068 SF; GARAGE 474 SF; PORCH 142 SF (4 BED, 3 BATH) TRACT 18994, LOT 133, PLAN 2 (PLANS UNDER B201601008)	2,542	1	1		458000
B201700247	21851304	05/16/2017	10/05/2017	3229 E CARNEROS PASEO, ONTARIO, CA 91761	NEW SFD 2068 SF; GARAGE 474 SF; PORCH 142 SF (4 BED, 3 BATH) TRACT 18994, LOT 118, PLAN 2 (PLANS UNDER B201601008)	2,542	1	1		447000
B201700248	21851317	05/16/2017	10/05/2017	3237 E YOUNTVILLE DR, ONTARIO, CA 91761	NEW SFD 2068 SF; GARAGE 474 SF; PORCH 142 SF (4 BED, 3 BATH) TRACT 18994, LOT 131, PLAN 2 (PLANS UNDER B201601008)	2,542	1	1		437500

Permit Number	APN	Issue Date	Final Date	Address	Work Description	Living SF	Units	NMC	Infill	Sales Price
B201701654	21851309	06/07/2017	10/26/2017	3263 E CARNEROS PASEO, ONTARIO, CA 91761	NEW SFD 2068 SF; GARAGE 474 SF; PORCH 142 SF (4 BED, 3 BATH) TRACT 18994, LOT 123, PLAN 2 (PLANS UNDER B201601008)	2,542	1	1		452500
B201704185	21851311	11/30/2017		3295 E YOUNTVILLE DR, ONTARIO, CA 91761	NEW SFD 2068 SF; GARAGE 474 SF; PORCH 142 SF (4 BED, 3 BATH) TRACT 18994, LOT 125, PLAN 2 (PLANS UNDER B201701917)	2,542	1	1		
B201702338	21846262	07/19/2017		3331 E YOUNTVILLE DR, ONTARIO, CA 91761	NEW SFD 2068 SF; GARAGE 474 SF; PORCH 142 SF (4 BED, 3 BATH) TRACT 18992, LOT 208, PLAN 2 (PLANS UNDER B201601008)	2,542	1	1		
B201703981	21846278	11/07/2017		3917 S OAKVILLE AV, ONTARIO, CA 91761	NEW SFD 2068 SF; GARAGE 474 SF; PORCH 142 SF (4 BED, 3 BATH) TRACT 18992, LOT 224, PLAN 2 (PLANS UNDER B201701917)	2,542	1	1		
B201701918	21846273	09/26/2017		3941 S OAKVILLE AV, ONTARIO, CA 91761	NEW SFD 2068 SF; GARAGE 474 SF; PORCH 142 SF (4 BED, 3 BATH) TRACT 18992, LOT 219, PLAN 2 (PLAN REVIEWED UNDER B201701917)	2,542	1	1		
B201703980	21846254	11/07/2017		3956 S TRINITAS WY, ONTARIO, CA 91761	NEW SFD 2068 SF; GARAGE 474 SF; PORCH 142SF (4 BED, 3 BATH) TRACT 18992, LOT 200, PLAN 2 (PLANS UNDER B201701917)	2,542	1	1		
B201702339	21846270	07/19/2017		3957 S OAKVILLE AV, ONTARIO, CA 91761	NEW SFD 2068 SF; GARAGE 474 SF; PORCH 142 SF (4 BED, 3 BATH) TRACT 18992, LOT 216, PLAN 2 (PLANS UNDER B201601008)	2,542	1	1		
B201702847	21846260	09/26/2017		3986 S TRINITAS WY, ONTARIO, CA 91761	NEW SFD 2068 SF; GARAGE 474 SF; PORCH 142SF (4 BED, 3 BATH) TRACT 18992, LOT 206, PLAN 2 (PLANS UNDER B201701917)	2,542	1	1		
B201701659	21846267	06/28/2017	11/30/2017	4031 S NEW HAVEN DR, ONTARIO, CA 91761	NEW SFD 2068 SF; GARAGE 474 SF; PORCH 142 SF (4 BED, 3 BATH) TRACT 18992, LOT 213, PLAN 2 (PLANS UNDER B201601008)	2,542	1	1		459000
B201703238	21803304	12/22/2017		4878 S SWALLOWTAIL LN, ONTARIO, CA 91762	MODEL: NEW SFD (2102 SF) WITH ATTACHED GARAGE (400 SF); PLANS UNDER B201703236 ; TRACT 18074, PLAN 3, LOT 7	2,502	1	1		
B201701066	21837235	04/03/2017	08/17/2017	3022 E HOPKINS ST, ONTARIO, CA 91761	SFR 2042 S.F., GARAGE 418 S.F., PORCH 47 S.F. (3 BED, 2.5 BATH) TRACT 18476, LOT 66, PLAN 1 (PLANS UNDER B201402725)	2,460	1	1		
B201701067	21837245	04/03/2017	08/30/2017	3042 E HOPKINS ST, ONTARIO, CA 91761	SFR 2042 S.F., GARAGE 418 S.F., PORCH 47 S.F. (3 BED, 2.5 BATH) TRACT 18476, LOT 88, PLAN 1 (PLANS UNDER B201402725)	2,460	1	1		485500



Permit Number	APN	Issue Date	Final Date	Address	Work Description	Living SF	Units	NMC	Infill	Sales Price
B201701065	21837219	04/03/2017	08/17/2017	3049 E HOPKINS ST, ONTARIO, CA 91761	SFR 2042 S.F., GARAGE 418 S.F., PORCH 47 S.F. (3 BED, 2.5 BATH) TRACT 18476, LOT 50, PLAN 1 (PLANS UNDER B201402725)	2,460	1	1		487000
B201703990	21824137	11/27/2017		3147 E OLYMPIC DR, ONTARIO, CA 91762	NEW SFD 2042 SF, ATTACHED GARAGE 417 SF, PORCH 39 SF, PATIO 84 SF (4 BED, 3 BATH) TRACT 18862, PLAN 4, LOT 122 (PLANS UNDER B201702083)	2,459	1	1		
B201703337	21824137	10/13/2017		3167 E OLYMPIC DR, ONTARIO, CA 91762	NEW SFD 2042 SF, ATTACHED GARAGE 417 SF, PORCH 39 SF, PATIO 84 SF (4 BED, 3 BATH) TRACT 18862, PLAN 4, LOT 130 (PLANS UNDER B201702083)	2,459	1	1		
B201703043	21824140	08/28/2017		3187 E OLYMPIC DR, ONTARIO, CA 91762	NEW SFD 2042 SF, ATTACHED GARAGE 417 SF, PORCH 39 SF, PATIO 84 SF (4 BED, 3 BATH) TRACT 18862, PLAN 4, LOT 138 (PLANS UNDER B201702083)	2,459	1	1		
B201703237	21803304	12/22/2017		4884 S SWALLOWTAIL LN, ONTARIO, CA 91762	MODEL: NEW SFD (1988 SF) WITH ATTACHED GARAGE (400 SF): PLANS UNDER B201703236 TRACT 18074, PLAN 2, LOT 2	2,388	1	1		
B201702085	21824137	08/01/2017		3103 E MT. RAINIER DR, ONTARIO, CA 91762	MODEL: NEW SFR (1940 SF), ATTACHED GARAGE (424 SF), PORCH (21 SF), PATIO (4 BED, 3 BATH) TRACT 18662, LOT 15, PLAN 3 (PLANS UNDER B201702083).	2,364	1	1		
B201703332	21824137	10/13/2017		3161 E OLYMPIC DR, ONTARIO, CA 91762	NEW SFD 1940 SF, ATTACHED GARAGE 424 SF, PORCH 21 SF (4 BED, 3 BATH) TRACT 18662, PLAN 3, LOT 127 (PLANS UNDER B201702083)	2,364	1	1		
B201703038	21824140	08/28/2017		3181 E OLYMPIC DR, ONTARIO, CA 91762	NEW SFD 1940 SF, ATTACHED GARAGE 424 SF, PORCH 21 SF (4 BED, 3 BATH) TRACT 18662, PLAN 3, LOT 135 (PLANS UNDER B201702083)	2,364	1	1		
B201703989	21824137	11/27/2017		3157 E OLYMPIC DR, ONTARIO, CA 91762	NEW SFD 1676 SF, ATTACHED GARAGE 418 SF, PORCH 106 SF (3 BED, 2.5 BATH) TRACT 18862, PLAN 1, LOT 126 (PLANS UNDER B201702083)	2,094	1	1		
B201604473	21852253	02/17/2017	07/20/2017	3056 S COLONIAL AV, ONTARIO, CA 91761	NEW SFD 3042 SF, ATTACHED GARAGE 643 SF, PORCH 169 SF (5 BED, 3 BATH) TRACT 16045, PLAN 4, LOT 53 (PLANS UNDER B201603219)	3,685	1	1		526000
B201604474	21852302	02/17/2017	08/01/2017	3084 S COLONIAL AV, ONTARIO, CA 91761	NEW SFD 3042 SF, ATTACHED GARAGE 643 SF, PORCH 171 SF (5 BED, 3 BATH) TRACT 16045, PLAN 4, LOT 56 (PLANS UNDER B201603219)	3,685	1	1		524500
B201700756	21852346	04/13/2017	09/26/2017	3088 S PLYMOUTH AV, ONTARIO, CA 91761	NEW SFD 3042 SF, ATTACHED GARAGE 643 SF, PORCH 171 SF (5 BED, 3 BATH) TRACT 16045, PLAN 4, LOT 157 (PLANS UNDER B201603219)	3,685	1	1		529500

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B201700034	21852317	04/10/2017	09/07/2017	2448 E COLCHESTER ST, ONTARIO, CA 91761	NEW SFD 2844 SF, ATTACHED GARAGE 425 SF, PORCH 223 SF (5 BED, 2.5 BATH) TRACT 16045, PLAN 3B, LOT 115 (PLANS UNDER B201603219)	3,269	1	1		509000
B201700757	21852344	04/13/2017	09/26/2017	3076 S PLYMOUTH AV, ONTARIO, CA 91761	NEW SFD 2844 SF, ATTACHED GARAGE 425 SF, PORCH 223 SF (5 BED, 2.5 BATH) TRACT 16045, PLAN 3, LOT 155 (PLANS UNDER B201603219)	3,269	1	1		518000
B201604477	21852301	02/17/2017	07/20/2017	3078 S COLONIAL AV, ONTARIO, CA 91761	NEW SFD 2844 SF, ATTACHED GARAGE 425 SF, PORCH 223 SF (5 BED, 2.5 BATH) TRACT 16045, PLAN 3, LOT 55 (PLANS UNDER B201603219)	3,269	1	1		508000
B201700758	21852347	04/13/2017	09/26/2017	3094 S PLYMOUTH AV, ONTARIO, CA 91761	NEW SFD 2844 SF, ATTACHED GARAGE 425 SF, PORCH 216 SF (5 BED, 2.5 BATH) TRACT 16045, PLAN 3, LOT 158 (PLANS UNDER B201603219)	3,269	1	1		465000
B201604475	21852254	02/17/2017	07/20/2017	3062 S COLONIAL AV, ONTARIO, CA 91761	NEW SFD 2628 SF, ATTACHED GARAGE 512 SF, PORCH 76 SF (5 BED, 3.5 BATH) TRACT 16045, PLAN 2, LOT 54 (PLANS UNDER B201603219) (OPTIONS: CORNER ENHANCEMENT 17 SF)	3,140	1	1		487500
B201604476	21852303	02/17/2017	07/20/2017	3090 S COLONIAL AV, ONTARIO, CA 91761	NEW SFD 2628 SF, ATTACHED GARAGE 512 SF, PORCH 208 SF (5 BED, 3.5 BATH) TRACT 16045, PLAN 2, LOT 57 (PLANS UNDER B201603219) (OPTIONS: CORNER ENHANCEMENT 17 SF)	3,140	1	1		493500
B201702123	21853238	06/27/2017	12/21/2017	2446 E BENNINGTON ST, ONTARIO, CA 91761	NEW SFD 2611 SF, ATTACHED GARAGE 512 SF, PORCH 76 SF (5 BED, 3.5 BATH) TRACT 16045, PLAN 2, LOT 99 (PLANS UNDER B201701162)	3,123	1	1		
B201700033	21852319	04/10/2017	09/07/2017	2458 E COLCHESTER ST, ONTARIO, CA 91761	NEW SFD 2611 SF, ATTACHED GARAGE 512 SF, PORCH 76 SF (5 BED, 3.5 BATH) TRACT 16045, PLAN 2B, LOT 117 (PLANS UNDER B201603219)	3,123	1	1		502500
B201702502	21853233	09/14/2017		2461 E LEWISTON ST, ONTARIO, CA 91761	NEW SFD 2611 SF, ATTACHED GARAGE 512 SF, PORCH 61 SF (5 BED, 3.5 BATH) TRACT 16045, PLAN 2, LOT 94 (PLANS UNDER B201701162)	3,123	1	1		
B201701630	21853241	06/12/2017	12/14/2017	2464 E BENNINGTON ST, ONTARIO, CA 91761	NEW SFD 2611 SF, ATTACHED GARAGE 512 SF, PORCH 61 SF (5 BED, 3.5 BATH) TRACT 16045, PLAN 2, LOT 102 (PLANS UNDER B201701162)	3,123	1	1		
B201701632	21852310	06/12/2017	12/14/2017	2471 E BENNINGTON ST, ONTARIO, CA 91761	NEW SFD 2611 SF, ATTACHED GARAGE 512 SF, PORCH 61 SF (5 BED, 3.5 BATH) TRACT 16045, PLAN 2, LOT 108 (PLANS UNDER B201701162)	3,123	1	1		

Permit Number	APN	Issue Date	Final Date	Address	Work Description	Living SF	Units	NMC	Infill	Sales Price
B201700040	21852322	04/10/2017	09/07/2017	2476 E COLCHESTER ST, ONTARIO, CA 91761	NEW SFD 2611 SF, ATTACHED GARAGE 512 SF, PORCH 61 SF (5 BED, 3.5 BATH) TRACT 16045, PLAN 2A, LOT 120 (PLANS UNDER B201603219)	3,123	1	1		503000
B201702501	21853230	09/14/2017		2479 E LEWISTON ST, ONTARIO, CA 91761	NEW SFD 2611 SF, ATTACHED GARAGE 512 SF, PORCH 76 SF (5 BED, 3.5 BATH) TRACT 16045, PLAN 2, LOT 91 (PLANS UNDER B201701162)	3,123	1	1		
B201700752	21852266	04/13/2017	09/26/2017	3064 S PLYMOUTH AV, ONTARIO, CA 91761	NEW SFD 2611 SF, ATTACHED GARAGE 512 SF, PORCH 208 SF (5 BED, 3.5 BATH) TRACT 16045, PLAN 2, LOT 153 (PLANS UNDER B201603219)	3,123	1	1		493500
B201700753	21852345	04/13/2017	09/26/2017	3082 S PLYMOUTH AV, ONTARIO, CA 91761	NEW SFD 2611 SF, ATTACHED GARAGE 512 SF, PORCH 61 SF (5 BED, 3.5 BATH) TRACT 16045, PLAN 2, LOT 156 (PLANS UNDER B201603219)	3,123	1	1		501000
B201701168	21852307	05/22/2017	11/21/2017	3120 S COLONIAL AV, ONTARIO, CA 91761	NEW SFD 2611 SF, ATTACHED GARAGE 512 SF, PORCH 61 SF (5 BED, 3.5 BATH) TRACT 16045, PLAN 2, LOT 61 (PLANS UNDER B201701162)	3,123	1	1		
B201701169	21853203	05/22/2017	11/21/2017	3140 S COLONIAL AV, ONTARIO, CA 91761	NEW SFD 2611 SF, ATTACHED GARAGE 512 SF, PORCH 76 SF (5 BED, 3.5 BATH) TRACT 16045, PLAN 2, LOT 64 (PLANS UNDER B201701162)	3,123	1	1		504500
B201702645	21803304	11/09/2017		4895 S OPHELIA LN, ONTARIO, CA 91762	NEW SFD 2641 SF, ATTACHED GARAGE 440 SF, PORCH 112 SF, PATIO, 247 SF (5 BED, 3 BATH) TRACT 18073, PLAN 3, LOT 57	3,081	1	1		
B201702091	21824137	08/28/2017		3162 E OLYMPIC DR, ONTARIO, CA 91762	NEW SFR (2577 SF), ATTACHED GARAGE (423 SF), PORCH 42 SF (5 BED, 3 BATH) TRACT 18662, LOT 182. PLAN 1X	3,000	1	1		
B201701152	21852334	05/15/2017	09/26/2017	2440 E DANBURY ST, ONTARIO, CA 91761	NEW SFD 2537 SF, ATTACHED GARAGE 428 SF, PORCH 43 SF (5 BED, 3 BATH) TRACT 16045, PLAN 4, LOT 132 (PLANS UNDER B201603218)	2,965	1	1		493000
B201701645	21852242	06/12/2017	09/26/2017	2446 E SALEM ST, ONTARIO, CA 91761	NEW SFD 2537 SF, ATTACHED GARAGE 428 SF, PORCH 43 SF (5 BED, 3 BATH) TRACT 16045, PLAN 4, LOT 42 (PLANS UNDER B201701638)	2,965	1	1		508000
B201701155	21852263	05/15/2017	09/26/2017	2447 E DANBURY ST, ONTARIO, CA 91761	NEW SFD 2537 SF, ATTACHED GARAGE 428 SF, PORCH 30 SF (5 BED, 3 BATH) TRACT 16045, PLAN 4, LOT 150 (PLANS UNDER B201603218)	2,965	1	1		490000
B201702493	21853220	09/14/2017		2448 E LEWISTON ST, ONTARIO, CA 91761	NEW SFD 2537 SF, ATTACHED GARAGE 428 SF, PORCH SF (5 BED, 3 BATH) TRACT 16045, PLAN 4, LOT (PLANS UNDER B201701638)	2,965	1	1		

Permit Number	APN	Issue Date	Final Date	Address	Work Description	Living SF	Units	NMC	Infill	Sales Price
B201604468	21852222	01/12/2017	05/31/2017	2450 E NORWICH ST, ONTARIO, CA 91761	NEW SFD 2537 SF, ATTACHED GARAGE 428 SF, PORCH 55 SF (5 BED, 3 BATH) TRACT 16045, PLAN 4, LOT 22 (PLANS UNDER B201603218)	2,965	1	1		
B201703410	21853259	10/03/2017		2452 E DARIEN ST, ONTARIO, CA 91761	NEW SFD 2537 SF, ATTACHED GARAGE 428 SF, PORCH 43 SF (5 BED, 3 BATH) TRACT 16045, PLAN 4, LOT 178 (PLANS UNDER B201701638)	2,965	1	1		
B201700049	21852331	04/03/2017	08/03/2017	2455 E COLCHESTER ST, ONTARIO, CA 91761	NEW SFD 2537 SF, ATTACHED GARAGE 428 SF, PORCH 43 SF (5 BED, 3 BATH) TRACT 16045, PLAN 4C, LOT 129 (PLANS UNDER B201603218)	2,965	1	1		
B201701153	21852337	05/15/2017	09/26/2017	2458 E DANBURY ST, ONTARIO, CA 91761	NEW SFD 2537 SF, ATTACHED GARAGE 428 SF, PORCH 55 SF (5 BED, 3 BATH) TRACT 16045, PLAN 4, LOT 135 (PLANS UNDER B201603218)	2,965	1	1		495000
B201703409	21853215	10/03/2017		2459 E DARIEN ST, ONTARIO, CA 91761	NEW SFD 2537 SF, ATTACHED GARAGE 428 SF, PORCH 43 SF (5 BED, 3 BATH) TRACT 16045, PLAN 4, LOT 76 (PLANS UNDER B201701638)	2,965	1	1		
B201604470	21852237	01/12/2017	05/31/2017	2461 E NORWICH ST, ONTARIO, CA 91761	NEW SFD 2537 SF, ATTACHED GARAGE 428 SF, PORCH 43 SF (5 BED, 3 BATH) TRACT 16045, PLAN 4, LOT 37 (PLANS UNDER B201603218)	2,965	1	1		
B201702494	21853223	09/14/2017		2464 E LEWISTON ST, ONTARIO, CA 91761	NEW SFD 2537 SF, ATTACHED GARAGE 428 SF, PORCH 30 SF (5 BED, 3 BATH) TRACT 16045, PLAN 4, LOT 84 (PLANS UNDER B201701638)	2,965	1	1		
B201701154	21852260	05/15/2017	09/26/2017	2465 E DANBURY ST, ONTARIO, CA 91761	NEW SFD 2537 SF, ATTACHED GARAGE 428 SF, PORCH 43 SF (5 BED, 3 BATH) TRACT 16045, PLAN 4, LOT 147 (PLANS UNDER B201603218)	2,965	1	1		487000
B201604469	21852225	01/12/2017	05/31/2017	2468 E NORWICH ST, ONTARIO, CA 91761	NEW SFD 2537 SF, ATTACHED GARAGE 428 SF, PORCH 30 SF (5 BED, 3 BATH) TRACT 16045, PLAN 4, LOT 25 (PLANS UNDER B201603218)	2,965	1	1		
B201700048	21852328	04/03/2017	08/03/2017	2473 E COLCHESTER ST, ONTARIO, CA 91761	NEW SFD 2537 SF, ATTACHED GARAGE 428 SF, PORCH 30 SF (5 BED, 3 BATH) TRACT 16045, PLAN 4A, LOT 126 (PLANS UNDER B201603218)	2,965	1	1		472000
B201700762	21852340	04/13/2017	09/18/2017	2476 E DANBURY ST, ONTARIO, CA 0	NEW SFD 2537 SF, ATTACHED GARAGE 428 SF, PORCH 43 SF (5 BED, 3 BATH) TRACT 16045, PLAN 4, LOT 138 (PLANS UNDER B201603218)	2,965	1	1		482500
B201702135	21853212	06/27/2017	12/19/2017	2477 E DARIEN ST, ONTARIO, CA 91761	NEW SFD 2537 SF, ATTACHED GARAGE 428 SF, PORCH 30 SF (5 BED, 3 BATH) TRACT 16045, PLAN 4, LOT 73 (PLANS UNDER B201701638)	2,965	1	1		

Permit Number	APN	Issue Date	Final Date	Address	Work Description	Living SF	Units	NMC	Infill	Sales Price
B201700764	21852257	04/13/2017	09/18/2017	2483 E DANBURY ST, ONTARIO, CA 0	NEW SFD 2537 SF, ATTACHED GARAGE 428 SF, PORCH 43 SF (5 BED, 3 BATH) TRACT 16045, PLAN 4, LOT 144 (PLANS UNDER B201603218)	2,965	1	1		490000
B201702495	21853226	09/14/2017		2484 E LEWISTON ST, ONTARIO, CA 91761	NEW SFD 2537 SF, ATTACHED GARAGE 428 SF, PORCH 55 SF (5 BED, 3 BATH) TRACT 16045, PLAN 4, LOT 87 (PLANS UNDER B201701638)	2,965	1	1		
B201702137	21853265	06/27/2017	12/19/2017	2486 E DARIEN ST, ONTARIO, CA 91761	NEW SFD 2537 SF, ATTACHED GARAGE 428 SF, PORCH 30 SF (5 BED, 3 BATH) TRACT 16045, PLAN 4, LOT 184 (PLANS UNDER B201701638)	2,965	1	1		
B201700047	21852325	04/03/2017	08/03/2017	2491 E COLCHESTER ST, ONTARIO, CA 91761	NEW SFD 2537 SF, ATTACHED GARAGE 428 SF, PORCH 43 SF (5 BED, 3 BATH) TRACT 16045, PLAN 4C, LOT 123 (PLANS UNDER B201603218)	2,965	1	1		
B201700763	21852343	04/13/2017	09/18/2017	2494 E DANBURY ST, ONTARIO, CA 91761	NEW SFD 2537 SF, ATTACHED GARAGE 428 SF, PORCH 55 SF (5 BED, 3 BATH) TRACT 16045, PLAN 4, LOT 141 (PLANS UNDER B201603218)	2,965	1	1		479500
B201701635	21853243	06/12/2017	12/14/2017	2476 E BENNINGTON ST, ONTARIO, CA 91761	NEW SFD 2467 SF, ATTACHED GARAGE 420 SF, PORCH 220 SF (4 BED, 3 BATH) TRACT 16045, PLAN 1, LOT 104 (PLANS UNDER B201701162)	2,887	1	1		
B201702088	21824140	08/28/2017		3191 E OLYMPIC DR, ONTARIO, CA 91762	NEW SFR (2470 SF), ATTACHED GARAGE (417 SF), PORCH (39 SF), (5 BED, 3 BATH) TRACT 18662, LOT 139, PLAN 4X	2,887	1	1		
B201602311	101137115	11/06/2017		840 S MAGNOLIA AV, ONTARIO, CA 91762	NEW 4 STORY RESIDENTIAL APARTMENT MULTIFAMILY BUILDING WITH 57 UNITS, 70,894 SF, GARAGES 6,127 SF, PATIOS 86 SF, DECKS 1405 SF.	77,021	57		57	
B201703724	21841204	11/01/2017		3287 E WILD HORSE PRIVADO, ONTARIO, CA 91762	NEW TWO STORY TOWNHOUSE BUILDING 14 UNITS 20,828 S.F., WITH ATTACHED FIRST FLOOR GARAGES 5,876 S.F., PORCH 482 S.F., AND DECKS 560 S.F. (PLANS UNDER B201701217)	26,704	14	14		
B201703108	21841204	09/15/2017		3317 E WILD HORSE PRIVADO, ONTARIO, CA 91762	NEW TWO STORY TOWNHOUSE BUILDING 14 UNITS 20,828 S.F., WITH ATTACHED FIRST FLOOR GARAGES 5,876 S.F., PORCH 482 S.F., AND DECKS 560 S.F. (PLANS UNDER B201701217)	26,704	14	14		
B201701217	21841204	08/10/2017		4171 S CARDINALE PRIVADO, ONTARIO, CA 91761	NEW 14 UNIT MFD (20828 SF), ATTACHED GARAGES (5876 SF)	26,704	14	14		

Permit Number	APN	Issue Date	Final Date	Address	Work Description	Living SF	Units	NMC	Infill	Sales Price
B201700202	21846280	03/20/2017	10/25/2017	3410 E SANTA CLARA PASEO, ONTARIO, CA 91761	NEW TWO STORY TOWNHOUSE BUILDING 14 UNITS 20,828 S.F., WITH ATTACHED FIRST FLOOR GARAGES 5,876 S.F., PORCH 482 S.F., AND DECKS 560 S.F. (PLANS UNDER B201602675) TRACT 18996, LOT 2, BUILDING 6	26,704	14	14		
B201700203	21846280	05/02/2017	11/14/2017	3430 E SANTA CLARA LN, ONTARIO, CA 91761	NEW TWO STORY TOWNHOUSE BUILDING 14 UNITS 20,828 S.F., WITH ATTACHED FIRST FLOOR GARAGES 5,876 S.F., PORCH 482 S.F., AND DECKS 560 S.F. (PLANS UNDER B201602675) TRACT 18996, LOT 1, BUILDING 7	26,704	14	14		
B201602310	101137115	10/12/2017		840 S MAGNOLIA AV, ONTARIO, CA 91762	NEW 4 STORY RESIDENTIAL APARTMENT MULTIFAMILY BUILDING WITH 18 UNITS, 23,639 SF, AND GARAGES 2,019 SF, PATIOS 86 SF, AND DECKS 1405 (PLANS UNDER B201602311)	25,658	18		18	
B201700341	21846280	05/02/2017	12/05/2017	3440 E SANTA CLARA LN, ONTARIO, CA 91761	NEW 2 STORY, 7 UNIT MFD (10414 SF), ATTACHED GARAGES (2938 SF), DECKS (209 SF), PORCHES (170 SF): TRACT 18996, LOT 1, BLDG 8	13,352	7	7		
B201703562	21841204	10/06/2017		3305 E MIDSUMMER PRIVADO, ONTARIO, CA 91762	NEW 6 UNIT MFD 7976 SF, ATTACHED GARAGES 2700, PATIO 158 SF. TRACT 20061 PLAN 1:1138 SF, GARAGE 474 SF, PATIO 79 SF; 2 BED, 2 BATH PLAN 2: 1312 SF, GARAGE 437 SF; 3 BED, 2.5 BATH PLAN 3:1534 SF, GARAGE 439 SF; 3 BED, 2.5 BATH (PLANS UNDER B201700323)	10,668	6	6		
B201703478	21841204	10/06/2017		3315 E MIDSUMMER PRIVADO, ONTARIO, CA 91762	NEW 6 UNIT MFD 7976 SF, ATTACHED GARAGES 2700, PATIO 158 SF. TRACT 20061 PLAN 1:1138 SF, GARAGE 474 SF, PATIO 79 SF; 2 BED, 2 BATH PLAN 2: 1312 SF, GARAGE 437 SF; 3 BED, 2.5 BATH PLAN 3:1534 SF, GARAGE 439 SF; 3 BED, 2.5 BATH (PLANS UNDER B201700323)	10,668	6	6		
B201504135	101141301	09/25/2017		904 S PALMETTO AV 2-5, ONTARIO, CA 91762	CONSTRUCT FOUR (4) NEW TOWN UNITS 7820 SF, GARAGES 1,961 SF, BALCONIES 413 SF. UNITS 2-5.	9,781	4		4	
B201402487	104845116	02/23/2017		1187 E D ST, ONTARIO, CA 91764	4 UNIT TOWNHOME, 7735 SF, GARAGES, 1938 SF, BALCONIES, 628	9,673	4		4	
B201700324	21841204	08/11/2017		4131 S CARDINALE PRIVADO, ONTARIO, CA 91762	NEW 6 UNIT MFD 7976 SF, ATTACHED GARAGES 2700, PATIO 158 SF. TRACT 20061 PLAN 1:1138 SF, GARAGE 474 SF, PATIO 79 SF; 2 BED, 2 BATH PLAN 2: 1312 SF, GARAGE 437 SF; 3 BED, 2.5 BATH PLAN 3:1534 SF, GARAGE 439 SF; 3 BED, 2.5 BATH (PLANS UNDER B201700323)	7,976	6	6		

Permit Number	APN	Issue Date	Final Date	Address	Work Description	Living SF	Units	NMC	Infill	Sales Price
B201503197	105106102	11/21/2017		275 W VIA PRESIDIO, BLDG# 8, ONTARIO, CA 91762	NEW 3 UNIT MULTIFAMILY DWELLING (4,930 SF) GARAGE (1,357 SF) PORCH (15 SF), DECKS (150 SF) AND (1) 200 AMP HOUSE METER	6,287	3			
B201604076	21893122	04/13/2017		3973 E TULANE WY, ONTARIO, CA 91761	MODEL: NEW SFR 2978 SF, ATTACHED GARAGE 425 SF, PATIO 47 ( BED, BATH) TRACT 17558, LOT 22, PLAN 3	3,529	1	1		
B201702087	21824137	08/01/2017		3117 E MT. RAINIER DR, ONTARIO, CA 91762	MODEL: NEW SFR (2042 SF), ATTACHED GARAGE (417 SF), PORCH (84 SF), PATIO ( BED, BATH) TRACT 18662, LOT 18, PLAN 4	2,459	1	1		
B201402488	104845116	02/23/2017		1187 E D ST, ONTARIO, CA 91764	TOWN HOUSE 1881 SF, GARAGE 562 SF, BALCONIES 116 SF AND 206 SQ FT BASEMENT.	2,443	1		1	
B201603215	21852224	01/12/2017	05/31/2017	2462 E NORWICH ST, ONTARIO, CA 91761	MODEL: NEW SFR 1898 SF, GARAGE 415 SF; PORCH 134 SF ( BED, BATH) TRACT 16045; LOT 24; PLAN 1 (PLANS UNDER B201603218)	2,313	1	1		
B201703236	21803304	12/22/2017		4874 S SWALLOWTAIL LN, ONTARIO, CA 91762	MODEL: NEW SFD (1802 SF) WITH ATTACHED GARAGE (400 SF) PLANS UNDER TRACT 18074, PLAN 1, LOT 5	2,202	1	1		
B201700144	105061305	04/25/2017		2132 S VINE AV, ONTARIO, CA 91762	NEW SECOND UNIT 461 SF (1 BED, 1 BATH)	461	1		1	
B201702597	11353112	09/29/2017		2019 E BANYAN ST, ONTARIO, CA 91761	DEMO (E) PATIO COVER AND ADD A(N) DETACHED GUEST HOUSE 457 SQFT	457	1		1	
B201701907	104957307	09/13/2017		543 W MAITLAND ST B, ONTARIO, CA 91762	ADDITION TO GUEST HOUSE (270 SF). NEW BEDRM, WIC, AND KITCHEN TO CONVERT INTO 2ND UNIT.	270	1		1	
B201602276	105007102	04/24/2017		104 E DE ANZA CI, ONTARIO, CA 91761	ADD NEW 2ND UNIT, HOUSE 612 SF AND ATTACHED GARAGE 437 SF, & 105 SF PATIO COVER.	615	1		1	
B201702329	104822115	06/22/2017	06/21/2017	614 E I ST, ONTARIO, CA 91764	CODE CASE: CONVERSION OF GARAGE TO SECOND UNIT PER ATTORNEY SETTLEMENT LETTER		1		1	

2017

Income Categories		Persons Per Household								
		1	2	3	4	5	6	7	8	
Extremely Low 0-30% AMI	Max. Income	\$ 14,100	\$ 16,240	\$ 20,420	\$ 24,600	\$ 28,780	\$ 32,960	\$ 37,140	\$ 41,320	Extremely Low Income
	Max. Rent or Mortgage	\$ 353	\$ 406	\$ 511	\$ 615	\$ 720	\$ 824	\$ 929	\$ 1,033	
	Max. Sales Price	\$ 82,039	\$ 94,490	\$ 118,811	\$ 143,132	\$ 167,453	\$ 191,773	\$ 216,094	\$ 240,415	
Very Low 31-50% AMI	Max. Income	\$ 23,450	\$ 26,800	\$ 30,150	\$ 33,500	\$ 36,200	\$ 38,900	\$ 41,550	\$ 44,250	Very Low Income
	Max. Rent or Mortgage	\$ 586	\$ 670	\$ 754	\$ 838	\$ 905	\$ 973	\$ 1,039	\$ 1,106	
	Max. Sales Price	\$ 136,441	\$ 155,932	\$ 175,424	\$ 194,915	\$ 210,625	\$ 226,335	\$ 241,753	\$ 257,463	
Low 51-80% AMI	Max. Income	\$37,550	\$42,900	\$48,250	\$53,600	\$57,900	\$62,200	\$66,500	\$70,800	Lower Income
	Max. Rent or Mortgage	\$ 939	\$ 1,073	\$ 1,206	\$ 1,340	\$ 1,448	\$ 1,555	\$ 1,663	\$ 1,770	
	Max. Sales Price	\$ 218,480	\$ 249,608	\$ 280,736	\$ 311,865	\$ 336,883	\$ 361,902	\$ 386,921	\$ 411,940	
Moderate 81-120% AMI	Max. Income	\$ 54,600	\$ 62,400	\$ 70,200	\$ 78,000	\$ 84,250	\$ 90,500	\$ 96,700	\$ 102,950	Moderate Income
	Max. Rent or Mortgage	\$ 1,365	\$ 1,560	\$ 1,755	\$ 1,950	\$ 2,106	\$ 2,263	\$ 2,418	\$ 2,574	
	Max. Sales Price	\$ 317,683	\$ 363,066	\$ 408,449	\$ 453,833	\$ 490,197	\$ 526,562	\$ 562,636	\$ 599,001	
Above Moderate >120% AMI	Min. Income	Above \$54,600	Above \$62,400	Above \$70,200	Above \$78,000	Above \$84,250	Above \$90,500	Above \$96,700	Above \$102,950	Above Moderate Income
	Max. Rent or Mortgage									
	Max. Sales Price									
Median Income San Bernardino County		\$45,500	\$52,000	\$58,500	\$65,000	\$70,200	\$75,400	\$80,600	\$85,800	Median Income

Household size is calculated as number of bedrooms plus 1

Max Monthly Rent/Mortgage is based on 30% of the gross monthly income.

Max Sales Price based on 30 yr fixed mortgage at 4% with 10% downpayment



# CITY OF ONTARIO

Agenda Report  
March 20, 2018

SECTION:  
CONSENT CALENDAR

**SUBJECT:** AN ORDINANCE TO CHANGE THE ZONING DESIGNATIONS (FILE NO. PZC17-001) ON APPROXIMATELY 800 PROPERTIES, GENERALLY CONCENTRATED IN THE DOWNTOWN AREA, AND THE RESIDENTIAL AREA NORTH OF THE I-10 FREEWAY, AND UTILITY CORRIDORS LOCATED MOSTLY ON THE EAST AND SOUTH SIDES OF THE CITY, AND ADDITIONAL AREAS LOCATED THROUGHOUT THE CITY, IN ORDER TO MAKE THE ZONING CONSISTENT WITH THE ONTARIO PLAN (TOP) LAND USE DESIGNATIONS OF THE PROPERTIES

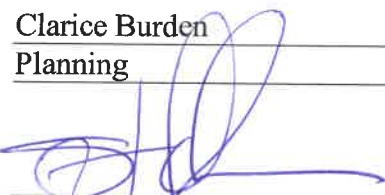
**RECOMMENDATION:** That City Council consider and adopt an ordinance approving a Zone Change (File No. PZC17-001) to create consistency between the zoning and the General Plan land use designations of the subject properties.

**COUNCIL GOALS:** Invest in the Growth and Evolution of the City's Economy  
Operate in a Businesslike Manner

**FISCAL IMPACT:** The potential fiscal impacts of the project were analyzed as part of The Ontario Plan ("TOP") adopted in January 2010. The proposed Zone Change will not introduce any fiscal impacts that were not previously analyzed as part of TOP.

**BACKGROUND:** On March 6, 2018, the City Council introduced and waived further reading of an ordinance approving the Zone Change. In January 2010, the City Council approved TOP, which lays out the long term land use pattern for the City. Since that time, the City has undertaken an effort to ensure that the zoning and TOP land use designations are consistent for all properties in the City. In addition, a comprehensive update to the Ontario Development Code to implement TOP was adopted and went into effect on January 1, 2016, which established zones in alignment with TOP land use designations. This Zone Change proposes changes to approximately 800 properties generally concentrated in the downtown area, the residential area north of the I-10 Freeway, utility corridors located mostly on the east and south sides of the City, and additional areas located throughout the City, is part of the TOP-Zoning Consistency Project.

**STAFF MEMBER PRESENTING:** Scott Murphy, Assistant Development Director

Prepared by: Clarice Burden  
Department: Planning  
City Manager Approval: 

Submitted to Council/O.H.A. 03/20/2018  
Approved: \_\_\_\_\_  
Continued to: \_\_\_\_\_  
Denied: \_\_\_\_\_

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The proposed changes are shown in Exhibit A of the Ordinance and the area maps contained in the Planning Commission staff report. The changes are proposed in order to:

- Provide consistency with TOP land use designation of properties;
- Place flood control basins, flood control channels, electric transmission corridors, City well sites and other such uses in the UC, Utilities Corridor zone;
- Allow for lot consolidation to provide larger sites for residential development at higher densities;
- Encourage new investment in certain areas by allowing higher residential densities;
- Place a surplus school site in MDR-18, Medium Density Residential zone in conformance with TOP Housing Element;
- Allow the ongoing use of properties uniquely designed to accommodate commercial uses by the use of an ICC, Interim Community Commercial Overlay;
- Eliminate split zoning of properties which are difficult to develop;
- Place smaller commercial development sites within the appropriate CN, Neighborhood Commercial zone, which is more in keeping with the location, size, and uses of these sites;
- Place sites with Business Park type development in the BP, Business Park zone which is more in keeping with the uses of these sites;
- Protect existing historic homes by providing appropriate zoning within the correct density ranges;
- Place an area of existing small offices within the OL, Low Intensity Office zone;
- Provide for higher residential densities in appropriate areas of Downtown;
- Provide IL, Light Industrial zoning, for a property that is adjacent to industrial development;
- Provide a lighter industrial zone in close proximity to existing residential uses;
- Allow the continued use of large animal keeping by placing RE-2, Residential Estate zoning, on properties that currently have AR-2, Agricultural Residential zoning, but more closely meet the RE-2 standards for lot size. The standards for the number and type of animals and placement of animal keeping areas will remain the same;
- Accommodate CC, Community Commercial zoning for the shopping centers on Archibald Ave., adjacent to the SR-60 Freeway; and
- Place the land fill and adjacent property within the appropriate UC, Utilities Corridor and IG, General Industrial zones.

Input was sought from subject and surrounding property owners at community open houses held on November 13, and 14, 2017 for this zone change and the associated General Plan Amendment application (File No. PGPA17-001). Eighty-eight people attended the open houses. The majority of the people in attendance were seeking information about the proposed zone changes and did not voice opposition to the project. Written comments received regarding the proposed zone changes, as well as comments received that were not directly related to the zone change application, are listed in the Planning Commission staff report.

One letter, signed by 6 property owners, was provided to the Planning Commission at the hearing on January 23, 2018 requesting that an area, located east of Euclid Avenue, between Locust and Cedar Streets (Group G38 as shown in Exhibit A, attached to the Ordinance), receive LDR-5, Low Density Residential zoning. LDR-5 zoning is consistent with the current TOP land use designation of Low Density Residential. Per the accompanying General Plan Amendment, the land use designation of Group G38 is proposed to change to Rural Residential and this Zone Change proposes to change the zoning of these properties to RE-2, Residential Estate. Public comment regarding these properties was provided at the public hearing

with one speaker commenting in favor of allowing animal keeping and one speaker in favor of LDR-5 zoning.

The Planning Commission reviewed the proposed Zone Change on January 23, 2018, including the written and oral arguments presented at the public hearing. One Commissioner was concerned that changing the zoning on the St. George church/school site (per Group B45 as shown in Exhibit A, attached to the Ordinance) to HDR-45, High Density Residential from MDR-25, Medium-High Density Residential would increase the likelihood that the historic church might be sold for development. The proposed HDR-45 zoning is consistent with the General Plan land use designation of High Density Residential. The Planning Commission voted 5 to 1 to recommend City Council approval the project as presented.

In addition to the letter received by the Planning Commission as described above, staff has received a letter signed by an additional 6 residents representing 7 properties, (for a total of 12 residents representing 13 properties) requesting LDR-5 zoning for the G38 area.

**AIRPORT LAND USE COMPATIBILITY:** The Proposed project is located within the Airport Influence Area of Ontario International Airport (ONT) and was evaluated and found to be consistent with the policies and criteria of the Airport Land Use Compatibility Plan (ALUCP) Ontario.

**ENVIRONMENTAL REVIEW:** The application is a project pursuant to the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) ("CEQA"). The environmental impacts of this project were previously reviewed in conjunction The Ontario Plan Environmental Impact Report (SCH #. 2008101140) adopted by City Council on January 27, 2010 in conjunction with File No. PGPA06-001 and an Addendum prepared for File No. PGPA17-001. This Application introduces no new significant environmental impacts not previously analyzed in the Environmental Impact Report. All previously adopted mitigation measures are a condition of project approval and are incorporated herein by reference. The environmental documentation for this project is available for review at the Planning Department public counter.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PZC17-001, A CITY INITIATED REQUEST TO CHANGE THE ZONING DESIGNATIONS ON APPROXIMATELY 800 PROPERTIES, GENERALLY CONCENTRATED IN THE DOWNTOWN AREA, AND THE RESIDENTIAL AREA NORTH OF THE I-10 FREEWAY, AND UTILITY CORRIDORS LOCATED MOSTLY ON THE EAST AND SOUTH SIDES OF THE CITY, AND ADDITIONAL AREAS LOCATED THROUGHOUT THE CITY, IN ORDER TO MAKE THE ZONING CONSISTENT WITH THE ONTARIO PLAN (TOP) LAND USE DESIGNATIONS OF THE PROPERTIES, AND MAKING FINDINGS IN SUPPORT THEREOF—APNS: AS SHOWN IN EXHIBIT A (ATTACHED).

WHEREAS, City of Ontario ("Applicant") has initiated an Application for the approval of a Zone Change, File No. PZC17-001, as described in the title of this Ordinance (hereinafter referred to as "Application" or "Project"); and

WHEREAS, the Application applies to approximately 800 properties, generally concentrated in the downtown area, the residential area north of the I-10 Freeway, utility corridors located mostly on the east and south sides of the City, and additional areas located throughout the City; and

WHEREAS, the zoning of the properties is inconsistent with The Ontario Plan ("TOP") land use designations of the properties and the proposed zone changes will make the zoning consistent with TOP land use designations of the properties as shown in Exhibit A (attached); and

WHEREAS, the City of Ontario held community open houses on November 13, and November 14, 2017, to gain input from impacted property owners and property owners within a 300 foot radius; and

WHEREAS, about 90 people attended the open house meetings. 42 response cards were received regarding the proposed zone changes at the community open houses. Of the response cards 12 were in support of the changes, 9 were not in support, 4 filled out a response card but did not indicate if they were in support or not, and 17 provided no specific written comments about the proposed zone changes; 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 environmental impacts of this project were previously reviewed in conjunction with The Ontario Plan (TOP) Environmental Impact Report (SCH# 2008101140) adopted by City Council on January 27, 2010 in conjunction with File No. PGPA06-001, and this Application introduces no new significant environmental impacts; and

WHEREAS, the City's "Local Guidelines for the Implementation of the California Environmental Quality Act (CEQA)" provide for the use of a single environmental assessment in situations where the impacts of subsequent projects are adequately analyzed; and

WHEREAS, the Application is a project pursuant to CEQA (Public Resources Code Section 21000 et seq.), and an initial study has been prepared to determine possible environmental impacts; and

WHEREAS, Ontario Development Code Table 2.02-1 (Review Matrix) grants City Council the responsibility and authority to review and make decision on the subject Application; and

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

WHEREAS, 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 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, on January 23, 2018, the Planning Commission of the City of Ontario conducted a hearing to consider the Project, and concluded said hearing on that date and adopted Resolution PC18-12 by a vote of 5 to 1, recommending City Council approval of the Project as presented; and

WHEREAS, in addition to the letter received by the Planning Commission as described above, staff received a letter signed by an additional 6 residents representing 7 properties, (for a total of 12 residents representing 13 properties) requesting LDR-5 zoning for the G38 area; and

WHEREAS, on March 6, 2018, 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 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 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 reviewed in conjunction with The Ontario Plan (TOP) Environmental Impact Report (SCH # 2008101140) adopted by City Council on January 27, 2010 in conjunction with File No. PGPA06-001 and this Application introduces no new 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 City Council; and

(5) The proposed project will introduce no new significant environmental impacts beyond those previously analyzed in the previous Certified EIR, and all mitigation measures previously adopted with the Certified EIR, are incorporated herein by this reference.

**SECTION 2. *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 decision making body for the Project, City Council finds that based on the facts and information contained in the Application and supporting documentation, at the time of Project implementation, the project is consistent with the Housing Element of the Policy Plan (General Plan) component of The Ontario Plan, as most of the project sites are not properties in the Available Land Inventory contained in Table A-3 (Available Land by Planning Area) of the Housing Element Technical Report Appendix (as amended). A few properties are listed in the Available Land Inventory contained in Table A-3 (Available Land by Planning Area) of the Housing Element Technical Report Appendix (see Groups F8, F15 and F27 in Exhibit A attached). The proposed project establishes land use designations for the listed properties within appropriate density ranges that are consistent with the Housing Element requirements.

**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 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, 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 3, above, the City Council hereby concludes as follows:

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

**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.

Compliance: Undertaking the zone changes to provide consistency between the zoning and TOP land use designations will further the City's intent of becoming a complete community which will result in a land use pattern that provides residents, employers, workers and visitors a wide spectrum of choices to live, work, shop and recreate within Ontario.

**H1-2 Neighborhood Conditions.** We direct efforts to improve the long-term sustainability of neighborhoods through comprehensive planning, provisions of neighborhood amenities, rehabilitation and maintenance of housing, and community building efforts.

Compliance: Changing the zoning of certain existing residential properties, to comply with our Vision, will provide for long term stability of the neighborhoods.

**S4-6 Airport Noise Compatibility.** We utilize information from Airport Land Use Compatibility Plans to prevent the construction of new noise sensitive land uses within airport noise impact zones.

Compliance: The proposed zone changes are consistent with the adopted Airport Land Use Compatibility Plan for both Ontario Airport and Chino Airport and do not allow the addition of new units in noise sensitive locations near the airports.

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

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

d. The subject site is physically suitable, including, but not limited to, parcel size, shape, access, and availability of utilities, for the request and anticipated development.



**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 zone change application, as detailed in "Exhibit A," attached hereto, 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 20<sup>th</sup> day of March 2018.

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PAUL S. LEON, MAYOR

ATTEST:

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SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

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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. 3093 was duly introduced at a regular meeting of the City Council of the City of Ontario held March 6, 2018 and adopted at the regular meeting held March 20, 2018 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. 3093 duly passed and adopted by the Ontario City Council at their regular meeting held March 20, 2018 and that Summaries of the Ordinance were published on March 13, 2018 and March 27, 2018 in the Inland Valley Daily Bulletin newspaper.

\_\_\_\_\_  
SHEILA MAUTZ, CITY CLERK

(SEAL)


































**EXHIBIT A:**

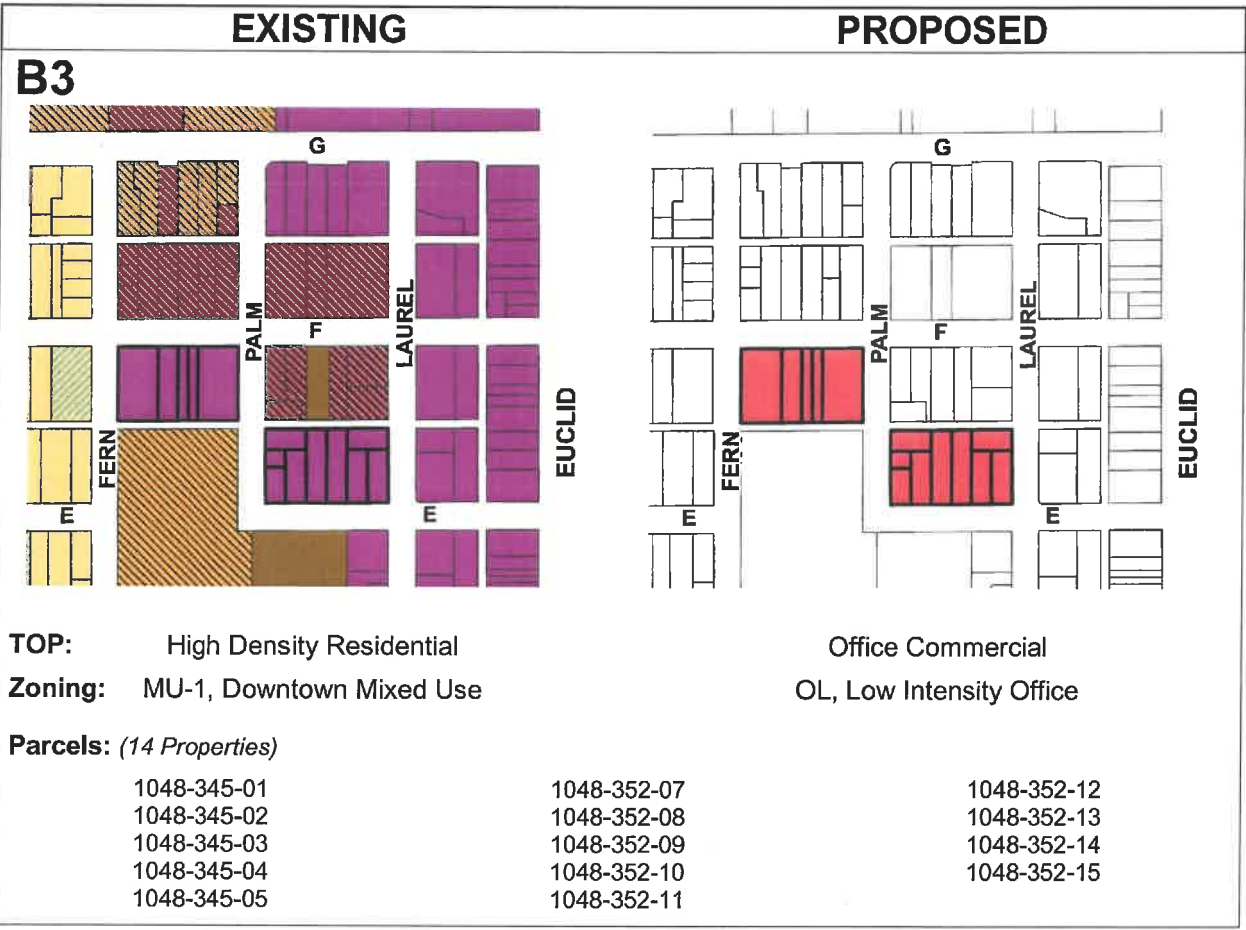
**File No. PZC17-001;  
Zone Changes**

*(Proposed Zone Changes follow this page)*

# PZC17-001

## ZONING Legend:

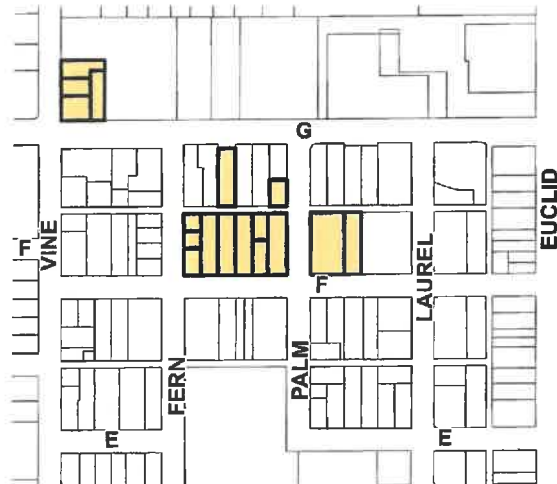
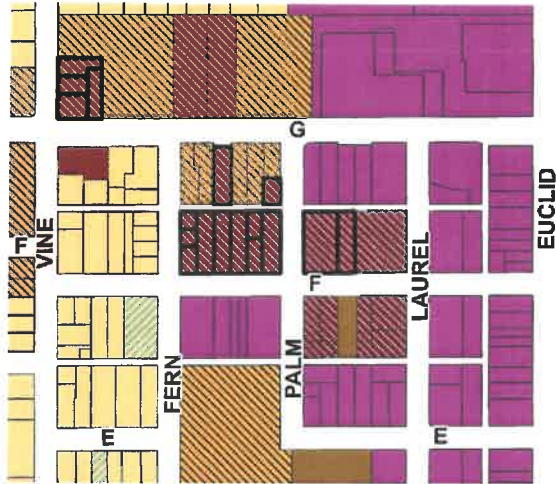
	AR-2, Residential-Agricultural		PUD, Planned Unit Development		BP, Business Park		OS-R, Open Space - Recreation
	RE-2, Rural Estate		MU, Mixed Use 1 - Downtown, 2-East Holt, 11-Francis&Euclid		IP, Industrial Park		OS-C, Open Space-Cemetery
	RE-4, Residential Estate		CS, Corner Store		IL, Light Industrial		UC, Utilities Corridor
	LDR-5, Low Density Residential		CN, Neighborhood Commercial		IG, General Industrial		SP, Specific Plan
	MDR-11, Low-Medium Density Residential		CC, Community Commercial		IH, Heavy Industrial		SP(AG), Specific Plan with Agricultural Overlay
	MDR-18, Medium Density Residential		CCS, Convention Center Support		ONT, Ontario Int'l Airport		ES, Emergency Shelter Overlay
	MDR-25, Medium-High Density Residential		OL, Low Intensity Office		CIV, Civic		MTC, Multimodal Transit Center Overlay
	HDR-45, High Density Residential		OH, High Intensity Office		RC, Rail Corridor		ICC, Interim Community Commercial Overlay
	MHP, Mobile Home Park						



**EXISTING**

**PROPOSED**

**B5**



**TOP:** High Density Residential

Low-Medium Density Residential

**Zoning:** CN, Neighborhood Commercial

MDR-11, Low-Medium Density Residential

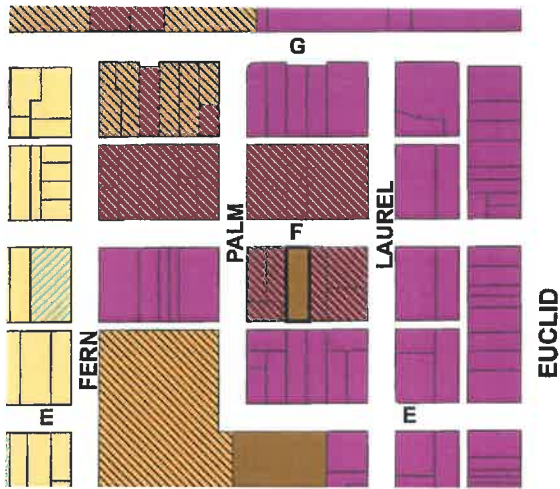
**Parcels:** (18 Properties)

1048-271-35	1048-346-03	1048-346-10	1048-346-14	1048-346-17
1048-271-36	1048-346-07	1048-346-11	1048-346-15	1048-351-07
1048-271-37	1048-346-08	1048-346-12	1048-346-16	1048-351-08
1048-271-38	1048-346-09	1048-346-13		

**EXISTING**

**PROPOSED**

**B39**



**TOP:** High Density Residential  
**Zoning:** HDR-45, High Density Residential

Office Commercial  
OL, Low Intensity Office

**Parcels:** (1 Property)

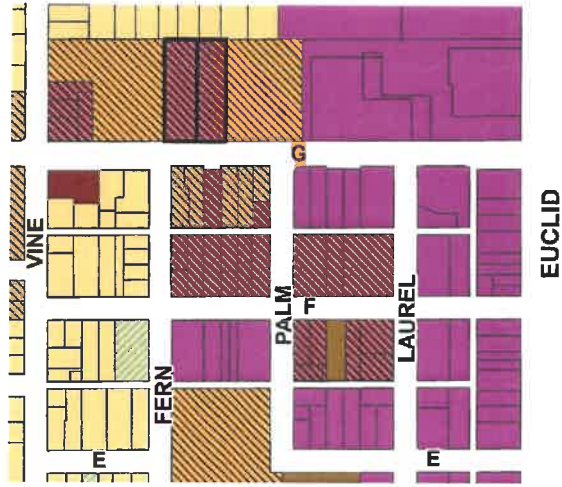
1048-352-03



**EXISTING**

**PROPOSED**

**B42**



**TOP:** High Density Residential  
**Zoning:** CN, Neighborhood Commercial

No Change  
HDR-45, High Density Residential with ICC,  
Interim Community Commercial Overlay

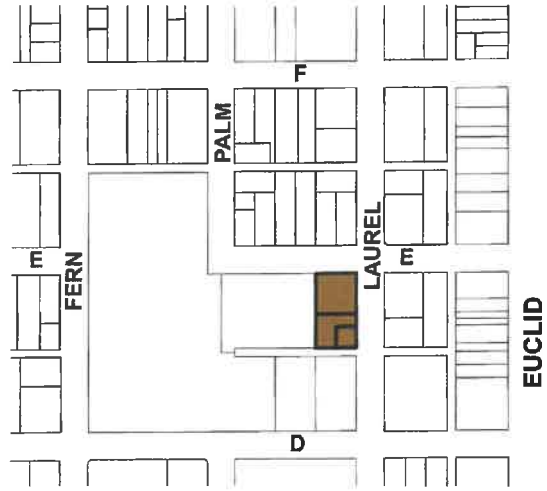
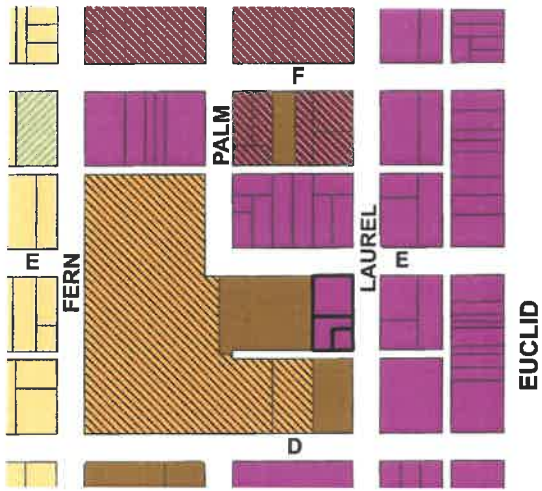
**Parcels:** (2 Properties)

1048-271-49  
1048-271-50

**EXISTING**

**PROPOSED**

**B43**



**TOP:** High Density Residential

No Change

**Zoning:** MU-1, Downtown Mixed Use

HDR-45, High Density Residential

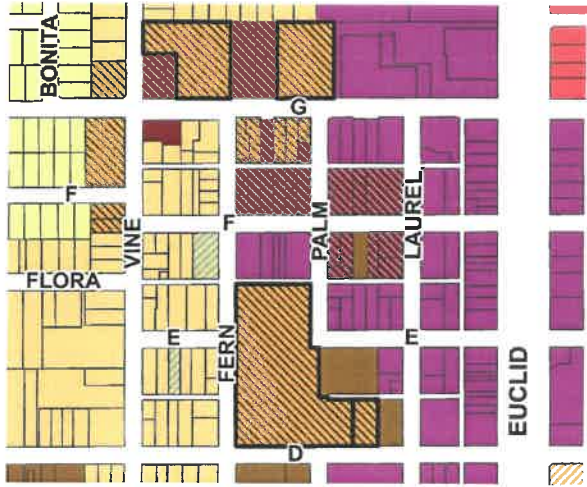
**Parcels:** (3 Properties)

- 1048-353-04
- 1048-353-05
- 1048-353-06

**EXISTING**

**PROPOSED**

**B45**



**TOP:** High Density Residential

No Change

**Zoning:** MDR-25, Medium-High Density Residential

HDR-45, High Density Residential

**Parcels:** (4 Properties)

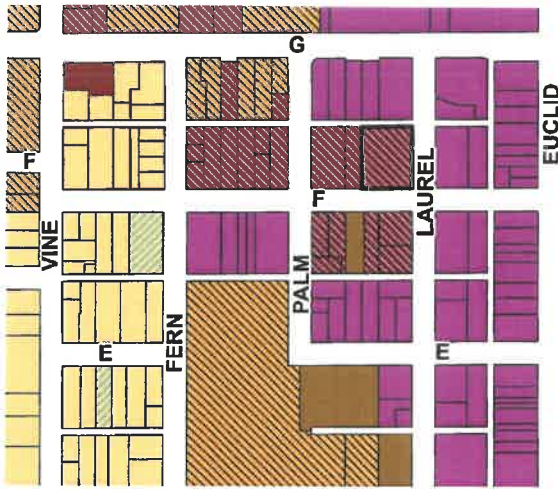
1048-271-47  
1048-271-48

1048-344-03  
1048-353-09

**EXISTING**

**PROPOSED**

**B46**



**TOP:** High Density Residential

Downtown Mixed Use

**Zoning:** CN, Neighborhood Commercial

MU-1, Downtown Mixed Use

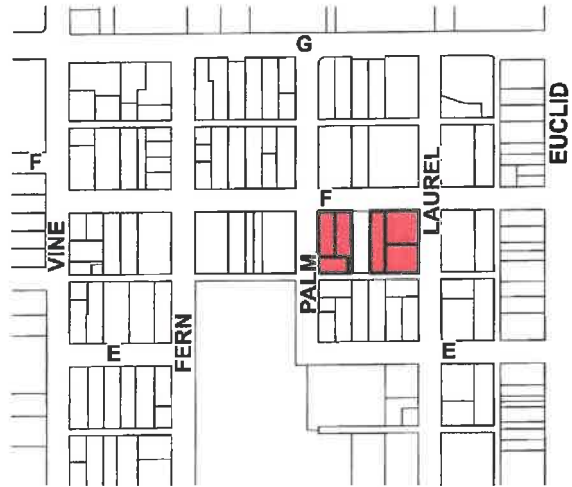
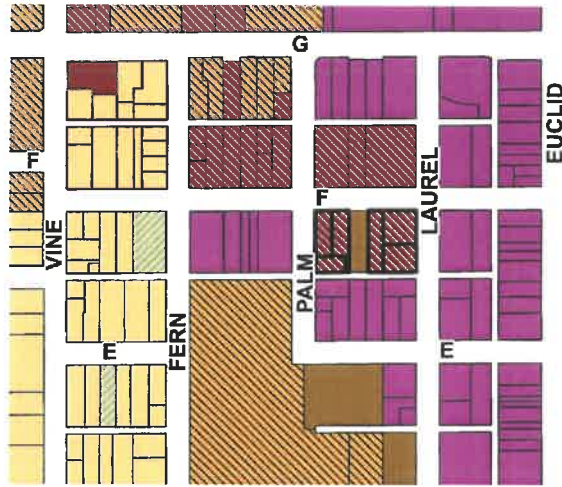
**Parcels:** (1 Property)

1048-351-06

**EXISTING**

**PROPOSED**

**B47**



**TOP:** High Density Residential

Office Commercial

**Zoning:** CN, Neighborhood Commercial

OL, Low Intensity Office

**Parcels:** (6 Properties)

1048-352-01  
1048-352-02

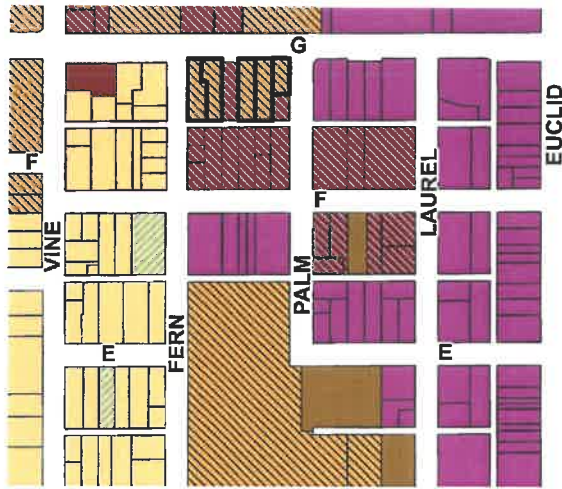
1048-352-04  
1048-352-05

1048-352-06  
1048-352-16

**EXISTING**

**PROPOSED**

**B48**



**TOP:** High Density Residential

Low-Medium Density Residential

**Zoning:** MDR-25, Medium-High Density Residential

MDR-11, Low-Medium Density Residential

**Parcels:** (5 Properties)

1048-346-01  
1048-346-02

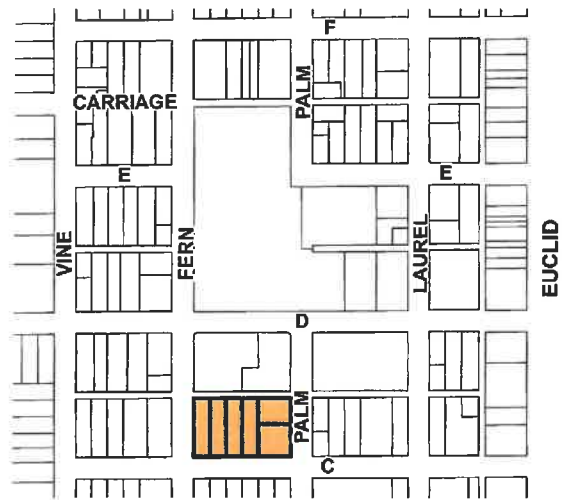
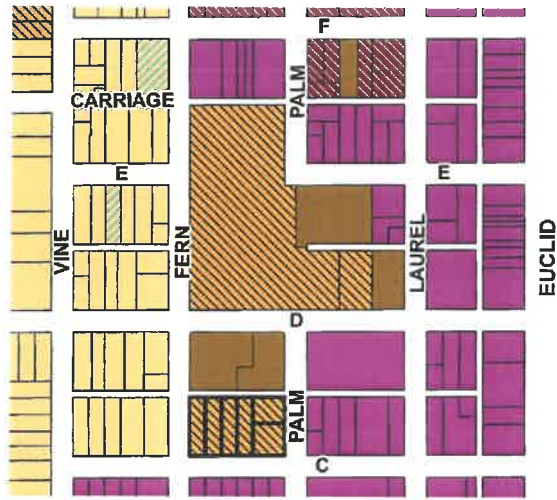
1048-346-04  
1048-346-05

1048-346-06

**EXISTING**

**PROPOSED**

**B49**



**TOP:** High Density Residential  
**Zoning:** MDR-25, Medium-High Density Residential

Medium Density Residential  
MDR-18, Medium Density Residential

**Parcels:** (6 Properties)  
1048-576-06  
1048-576-07

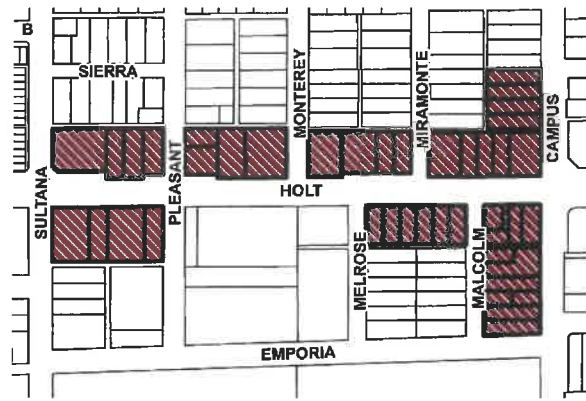
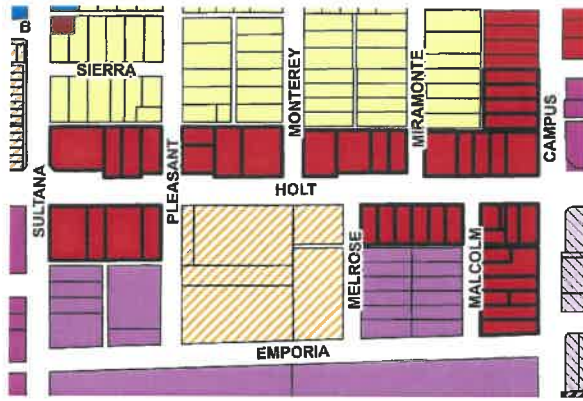
1048-576-08  
1048-576-09

1048-576-10  
1048-576-11

## EXISTING

## PROPOSED

**D6**



**TOP:** Neighborhood Commercial

No Change

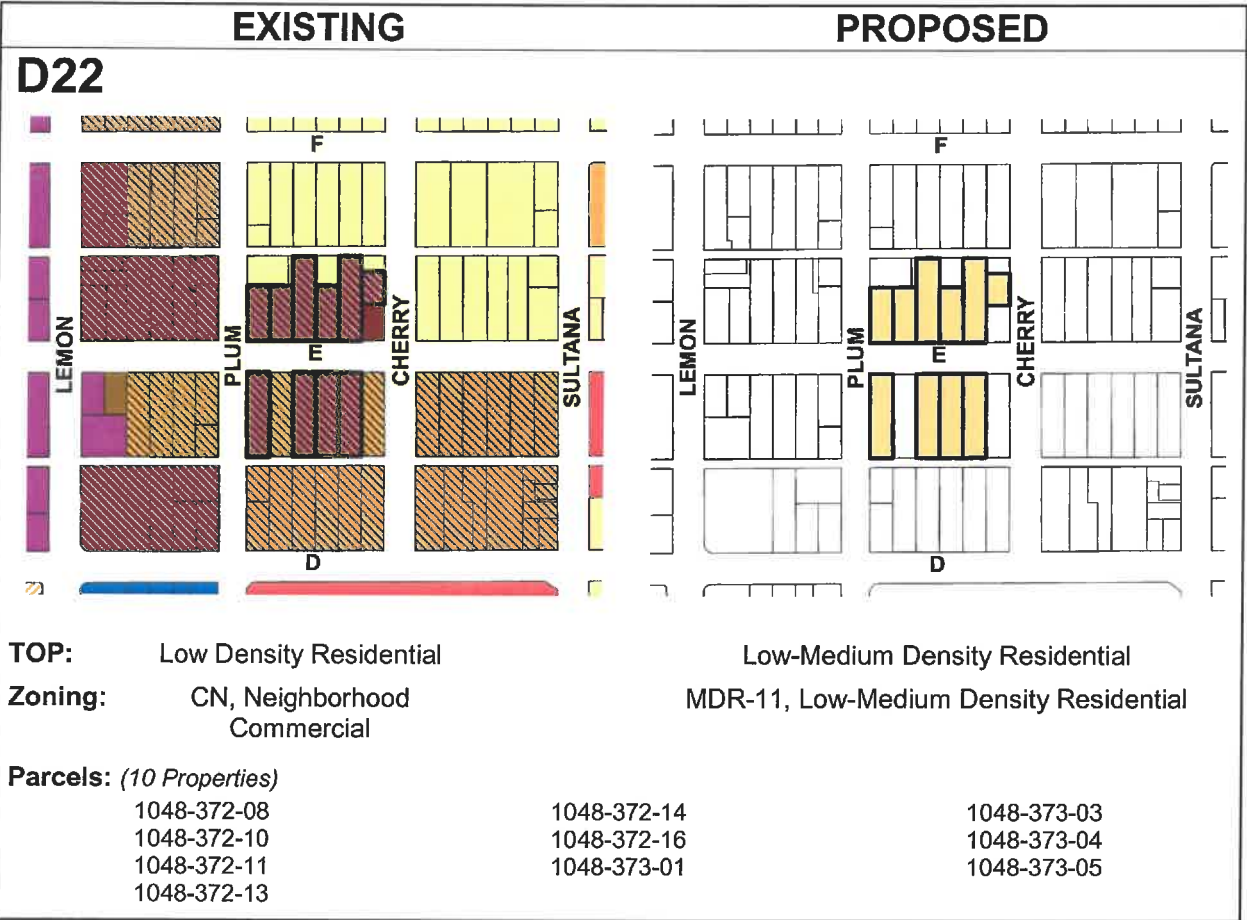
**Zoning:** CC, Community Commercial

CN, Neighborhood Commercial

**Parcels:** (45 Properties)

1048-522-08	1048-524-15	1048-525-18	1049-093-03	1049-093-05
1048-522-09	1048-524-16	1048-525-19	1049-093-04	1049-093-06
1048-522-10	1048-524-17	1048-525-20	1049-093-06	1049-093-07
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1048-523-17	1048-525-15	1049-091-04	1049-094-01	1049-094-11
1048-523-18	1048-525-16	1049-093-01	1049-094-02	1049-094-13
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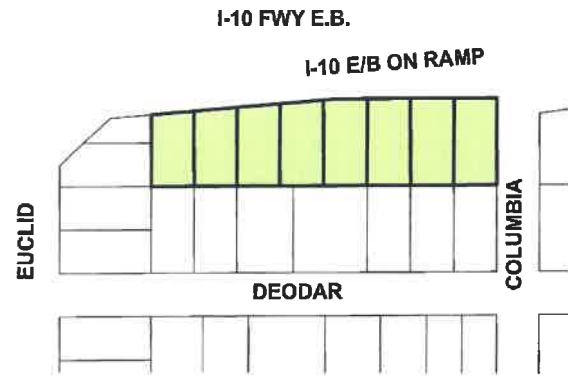
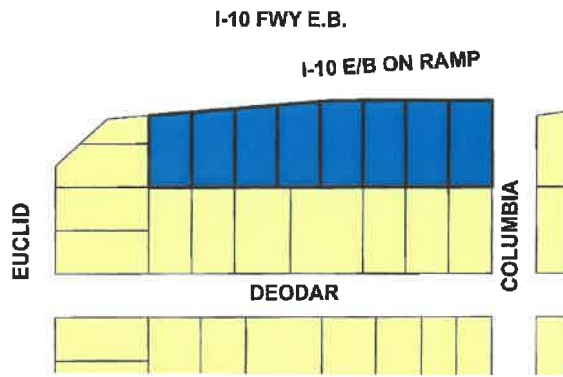




**EXISTING**

**PROPOSED**

**D23**



**TOP:** Low Density Residential  
**Zoning:** CIV, Civic

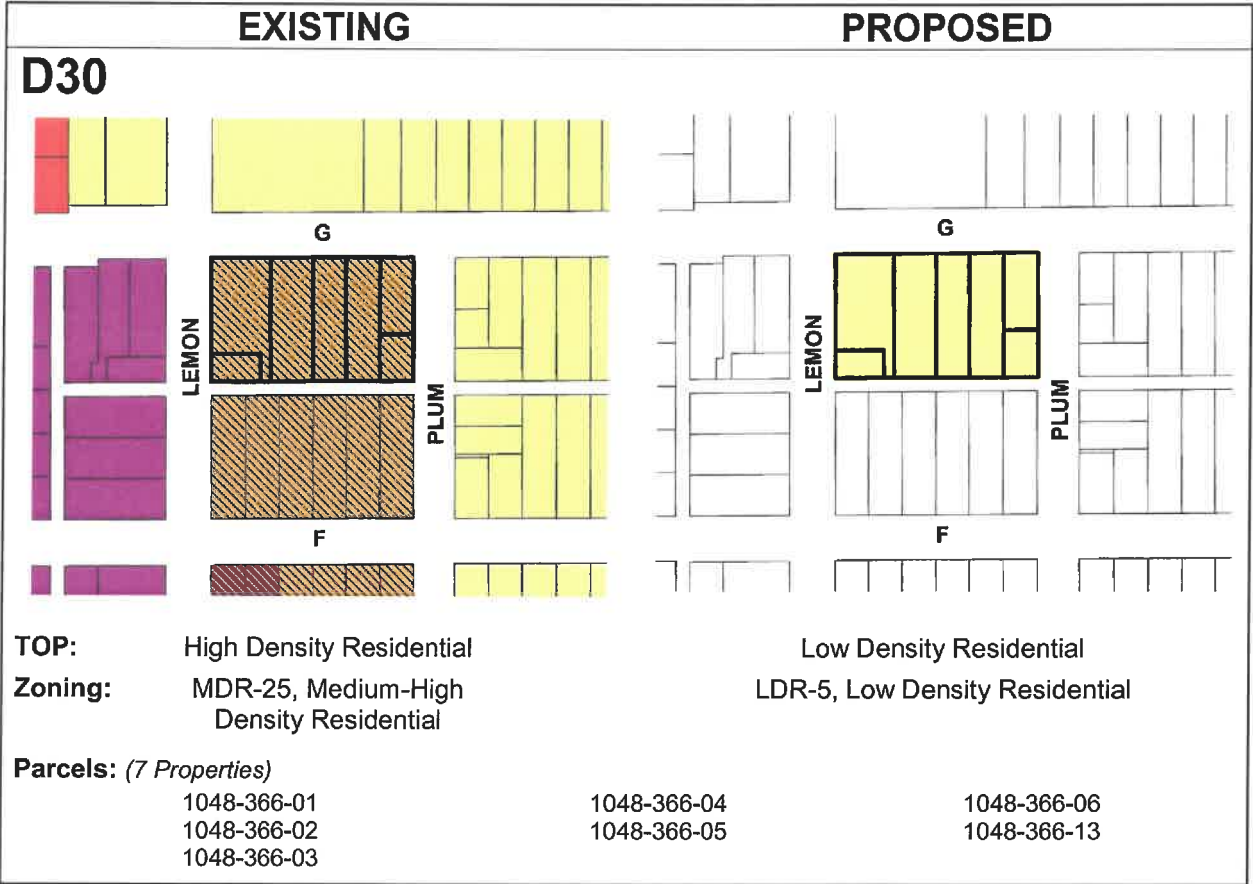
**TOP:** Open Space – Non-Recreation  
**Zoning:** UC, Utilities Corridor

**Parcels:** (8 Properties)

- 1047-242-12
- 1047-242-13
- 1047-242-14

- 1047-242-15
- 1047-242-16
- 1047-242-17

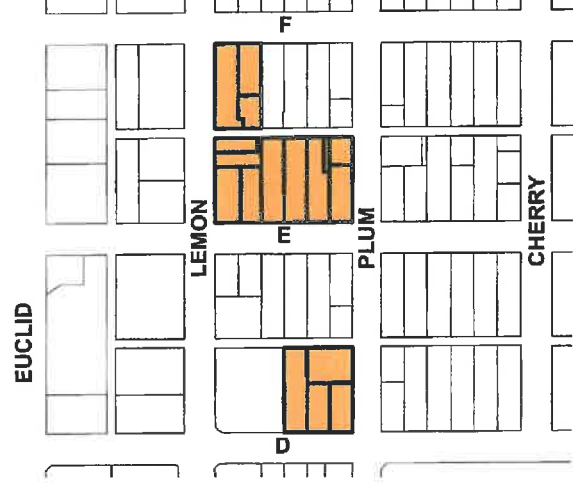
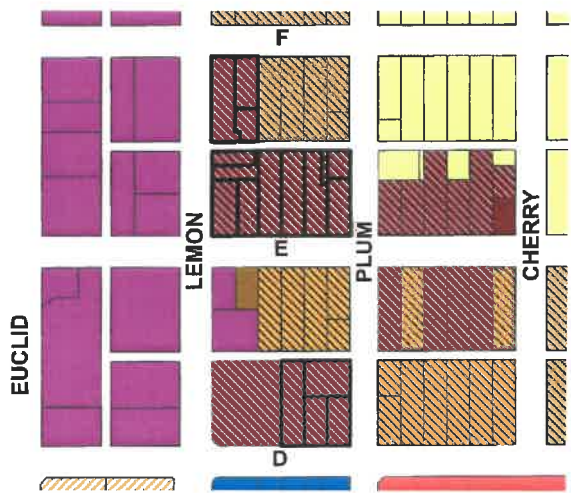
- 1047-242-18
- 1047-242-19



# D31

## EXISTING

## PROPOSED



**TOP:** High Density Residential  
**Zoning:** CN, Neighborhood Commercial

Medium Density Residential  
 MDR-18, Medium Density Residential

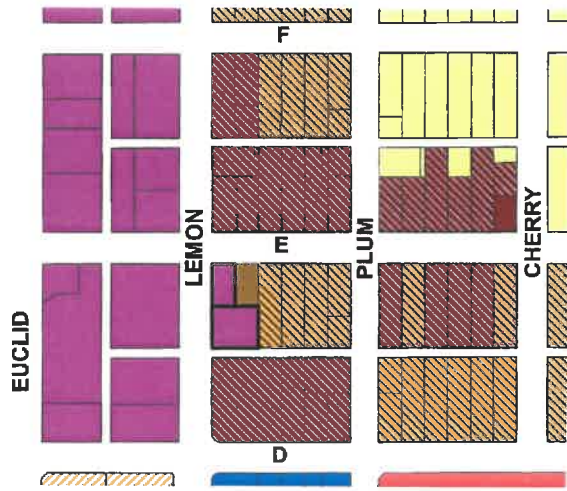
**Parcels:** (17 Properties)

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1048-364-09	1048-365-09	1048-365-15
1048-364-10	1048-365-10	1048-365-16
1048-364-11	1048-365-11	1048-365-17
1048-365-01	1048-365-12	1048-365-18
1048-365-02	1048-365-13	

**EXISTING**

**PROPOSED**

**D33**



**TOP:** High Density Residential  
**Zoning:** MU-1, Downtown Mixed Use

Office Commercial  
OL, Low Intensity Office

**Parcels:** (2 Properties)

1048-364-01  
1048-364-16

# D36

## EXISTING

## PROPOSED



**TOP:** Low Density Residential  
**Zoning:** MDR-25, Medium-High Density Residential

Low-Medium Density Residential  
 MDR-11, Low-Medium Density Residential

**Parcels:** (8 Properties)

1048-373-02  
 1048-373-06  
 1048-374-01

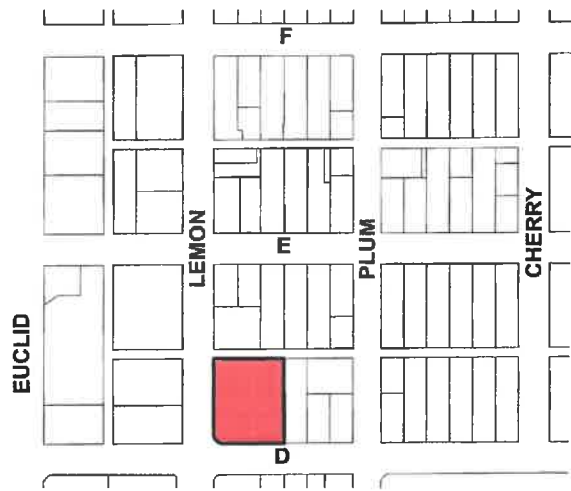
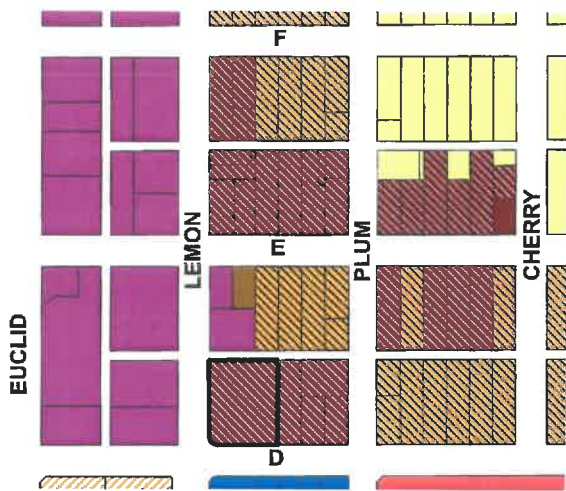
1048-374-02  
 1048-374-03  
 1048-374-04

1048-374-05  
 1048-374-06

**EXISTING**

**PROPOSED**

**D39**



**TOP:** High Density Residential

**Zoning:** CN, Neighborhood Commercial

**Parcels:** (1 Property)

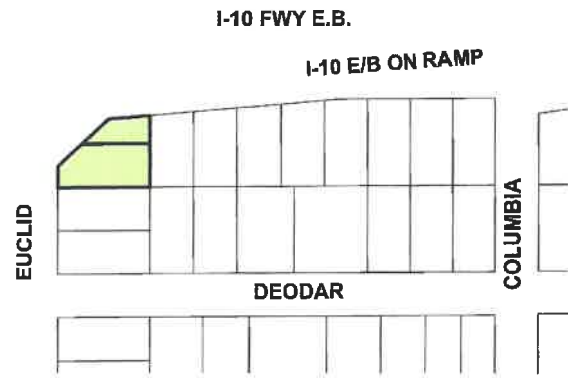
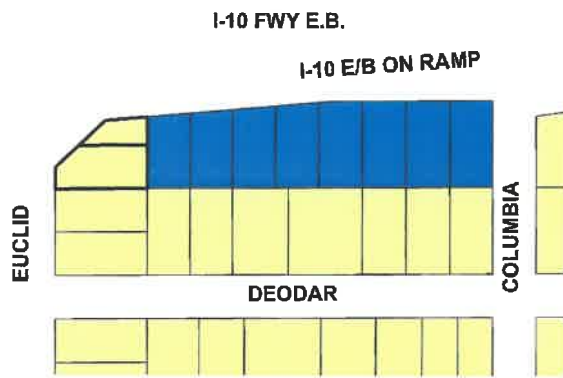
1048-364-17

Office Commercial  
OL, Low Intensity Office

**EXISTING**

**PROPOSED**

**D40**



**TOP:** Low Density Residential  
**Zoning:** LDR-5, Low Density Residential

Open Space – Non-Recreation  
UC, Utilities Corridor

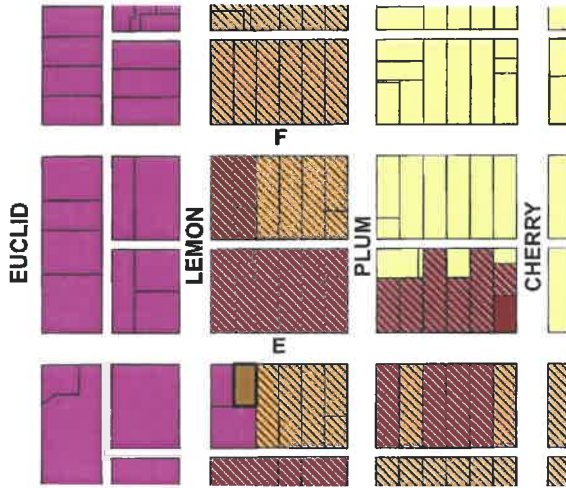
**Parcels:** (2 Properties)  
1047-242-10  
1047-242-11



**EXISTING**

**PROPOSED**

**D41**



**TOP:** High Density Residential  
**Zoning:** HDR-45, High Density Residential

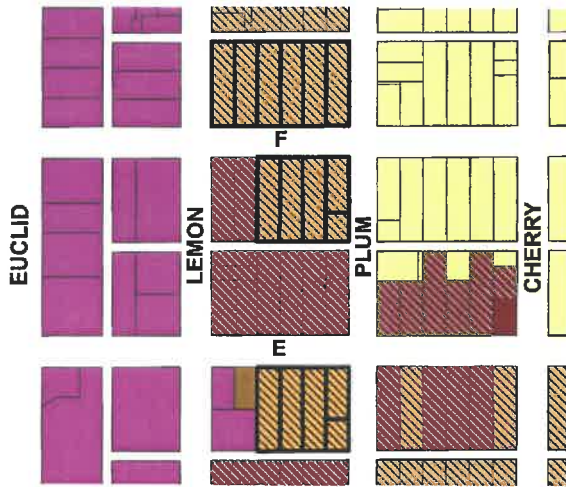
Medium Density Residential  
MDR-18, Medium Density Residential

**Parcels:** (1 Property)  
1048-364-02

**EXISTING**

**PROPOSED**

**D42**



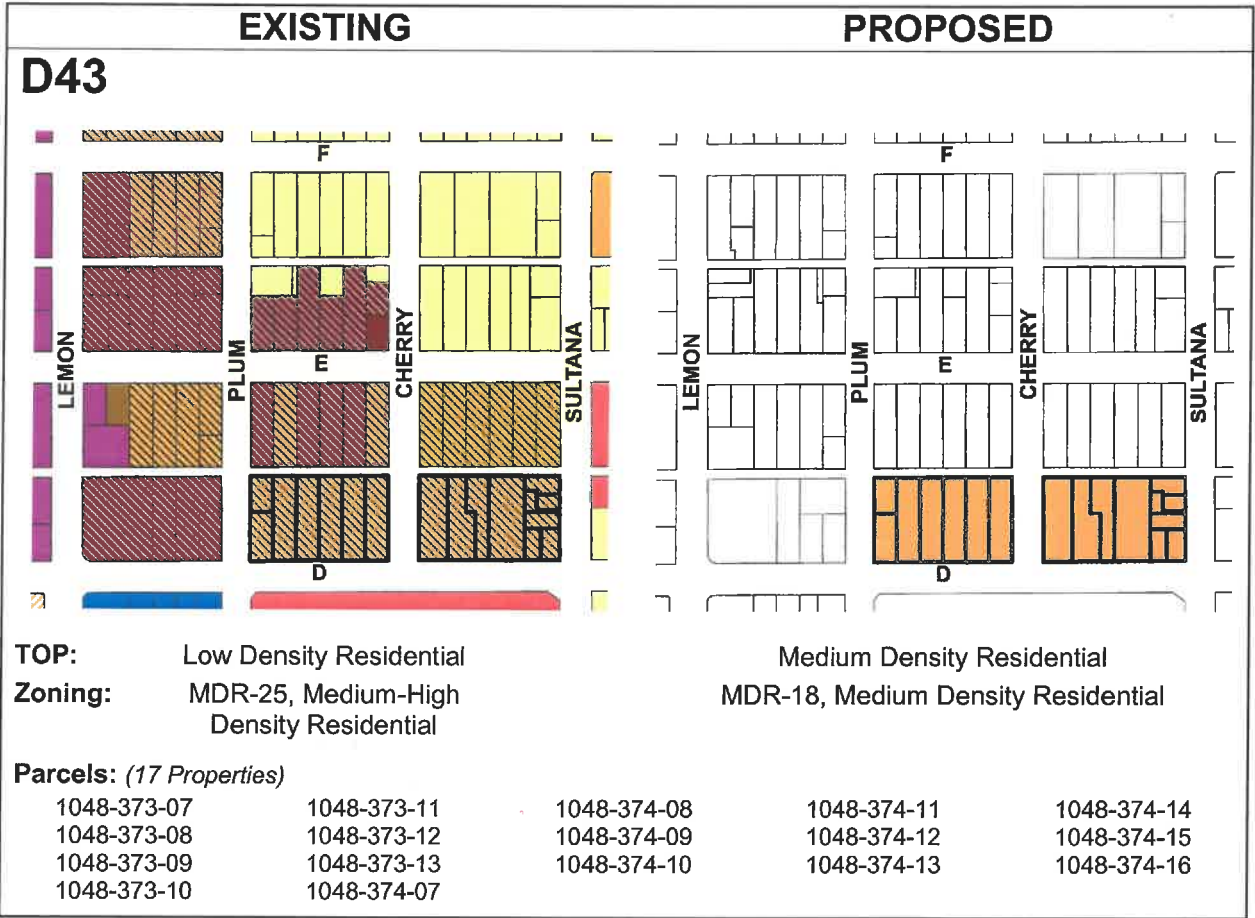
**TOP:** High Density Residential  
**Zoning:** MDR-25, Medium-High Density Residential

**Medium Density Residential**  
**MDR-18, Medium Density Residential**

**Parcels: (16 Properties)**

- |             |             |
|-------------|-------------|
| 1048-364-03 | 1048-364-07 |
| 1048-364-04 | 1048-365-04 |
| 1048-364-05 | 1048-365-05 |
| 1048-364-06 | 1048-365-06 |

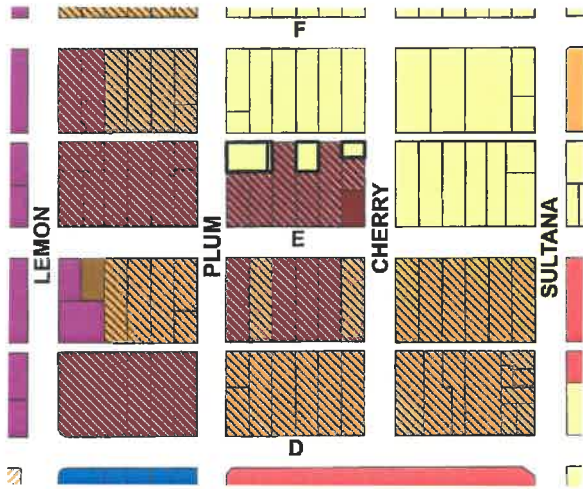
- |             |             |
|-------------|-------------|
| 1048-365-07 | 1048-366-09 |
| 1048-365-08 | 1048-366-10 |
| 1048-366-07 | 1048-366-11 |
| 1048-366-08 | 1048-366-12 |



# D44

## EXISTING

## PROPOSED



**TOP:** Low Density Residential  
**Zoning:** LDR-5, Low Density Residential

Low-Medium Density Residential  
MDR-11, Low-Medium Density Residential

**Parcels:** (4 Properties)

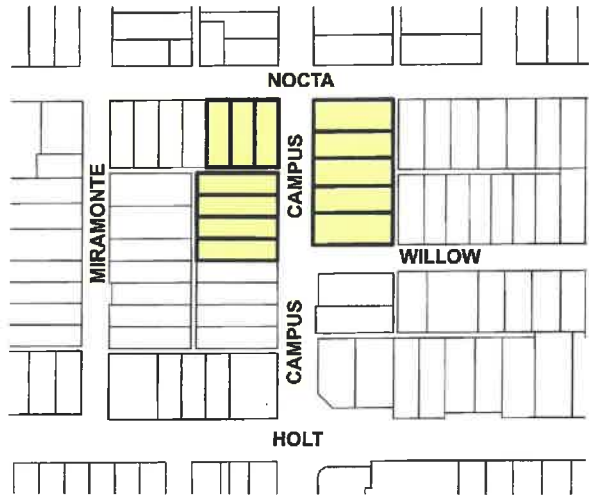
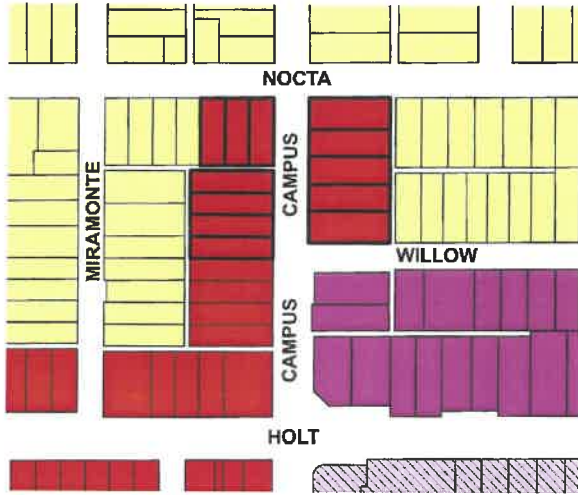
1048-372-07  
1048-372-12

1048-372-15  
1048-372-17

**EXISTING**

**PROPOSED**

**E11**



**TOP:** Neighborhood Commercial  
**Zoning:** CC, Community Commercial

Low Density Residential  
 LDR-5, Low Density Residential

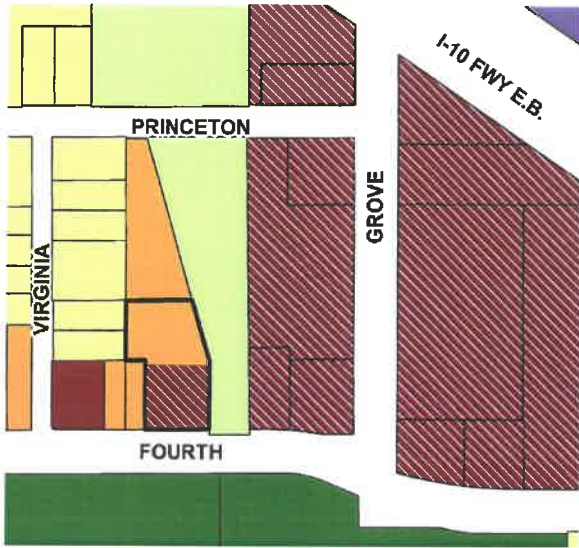
**Parcels:** (12 Properties)

1048-511-01	1048-511-04	1048-525-06	1048-525-09
1048-511-02	1048-511-05	1048-525-07	1048-525-10
1048-511-03	1048-525-05	1048-525-08	1048-525-11

**EXISTING**

**PROPOSED**

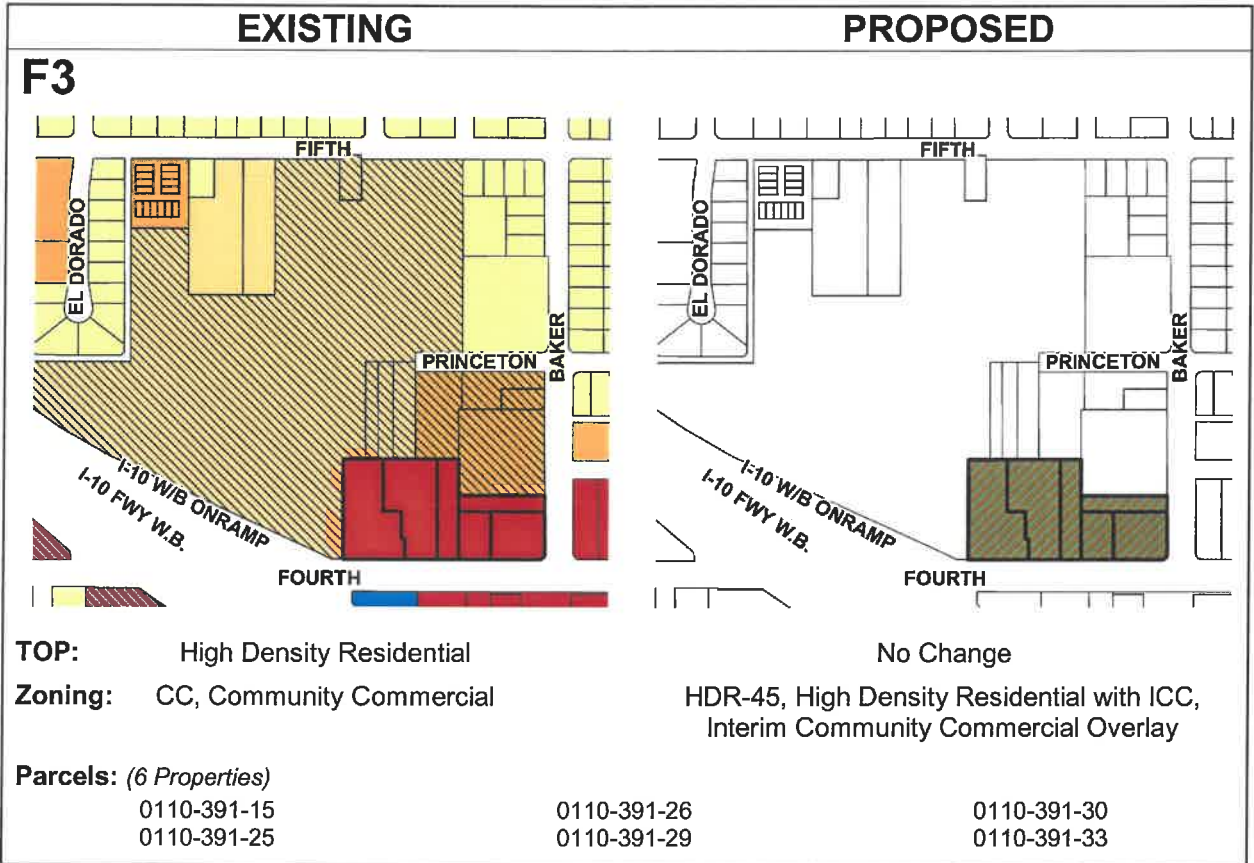
**E34**



**TOP:** Medium Density Residential  
**Zoning:** CN, Neighborhood Commercial & MDR-18, Medium Density Residential

No Change  
MDR-18, Medium Density Residential

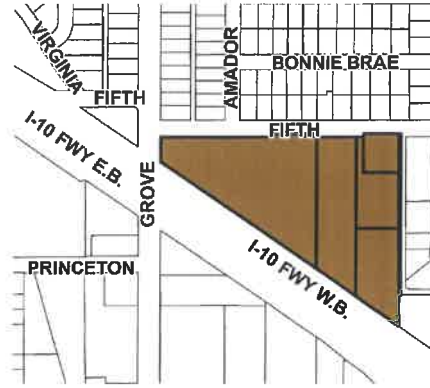
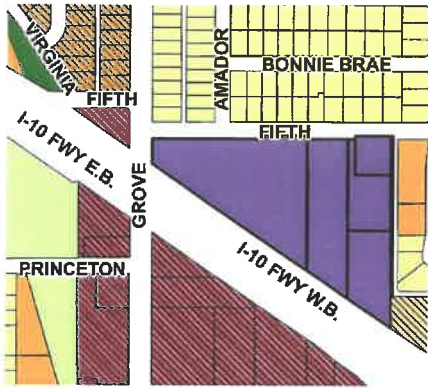
**Parcels:** (1 Property)  
1047-462-15



**EXISTING**

**PROPOSED**

**F4**



**TOP:** High Density Residential

No Change

**Zoning:** IG, General Industrial

HDR-45, High Density Residential

**Parcels:** (6 Properties)

0108-501-25

0108-501-46

0108-501-49

0108-501-43

0108-501-47

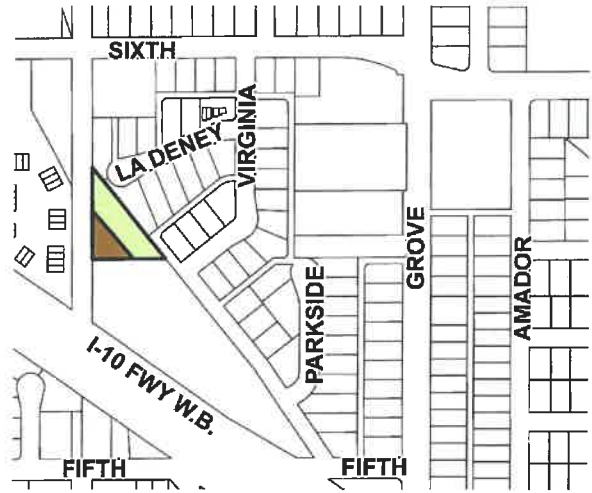
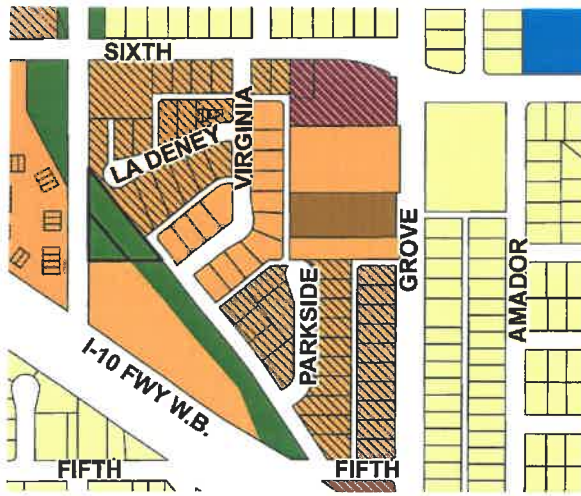
0108-501-50



**EXISTING**

**PROPOSED**

**F5**



**TOP:** High Density Residential & Open Space – Non-Recreation

No Change

**Zoning:** OS-R, Open Space – Recreation

HDR-45, High Density Residential & UC, Utilities Corridor

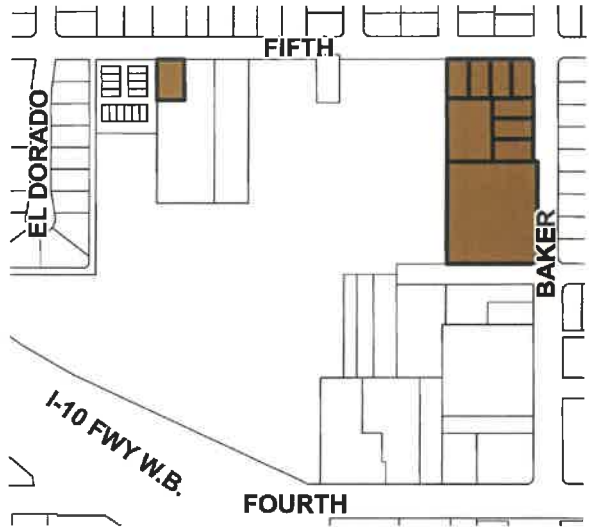
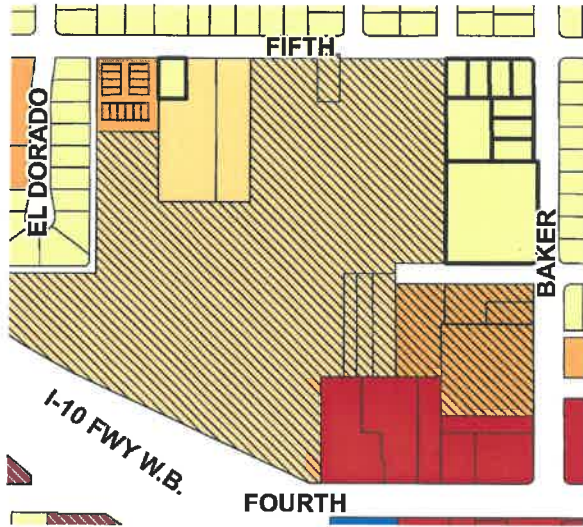
**Parcels:** (1 Property)

1047-432-22

**EXISTING**

**PROPOSED**

**F7**



**TOP:** High Density Residential  
**Zoning:** LDR-5, Low Density Residential

**No Change**  
**HDR-45, High Density Residential**

**Parcels:** (10 Properties)

0108-511-02  
 0108-511-10  
 0108-511-18  
 0108-511-19

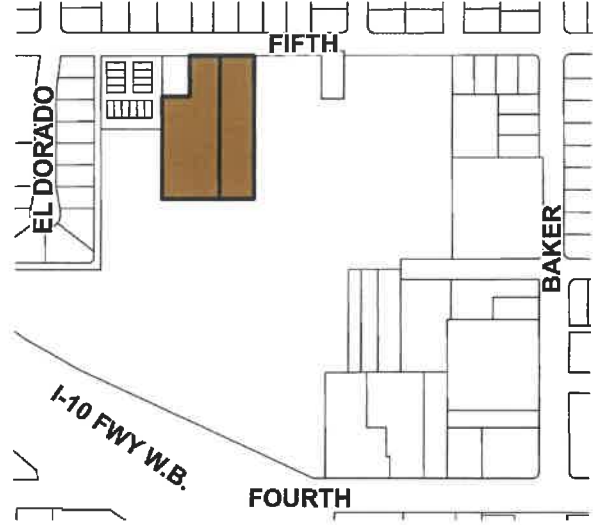
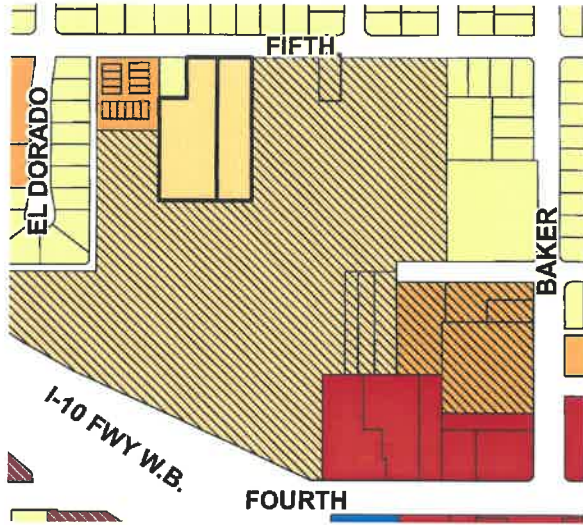
0108-511-20  
 0108-511-21  
 0108-511-22

0108-511-23  
 0108-511-40  
 0108-511-41

**EXISTING**

**PROPOSED**

**F8**



**TOP:** High Density Residential  
**Zoning:** MDR-11, Low-Medium Density Residential

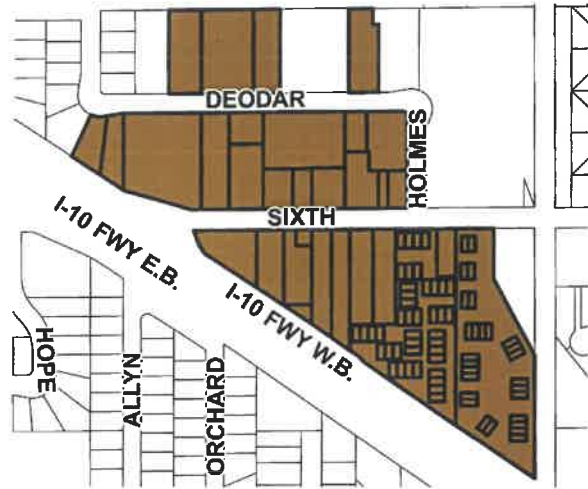
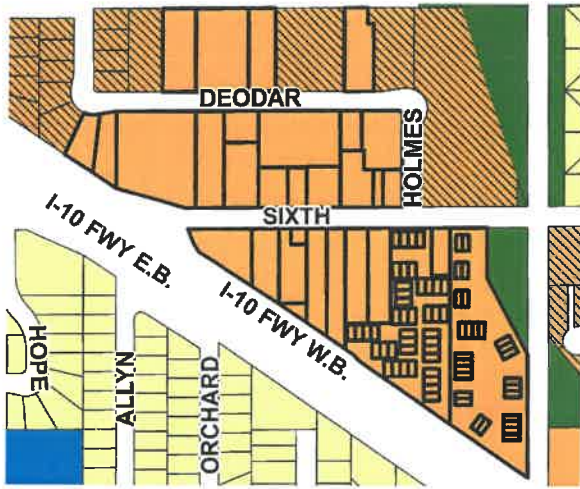
No Change  
HDR-45, High Density Residential

**Parcels:** (2 Properties)  
0108-511-16  
0108-511-17

**EXISTING**

**PROPOSED**

**F9**



**TOP:** High Density Residential  
**Zoning:** MDR-18, Medium Density Residential

**No Change**  
**HDR-45, High Density Residential**

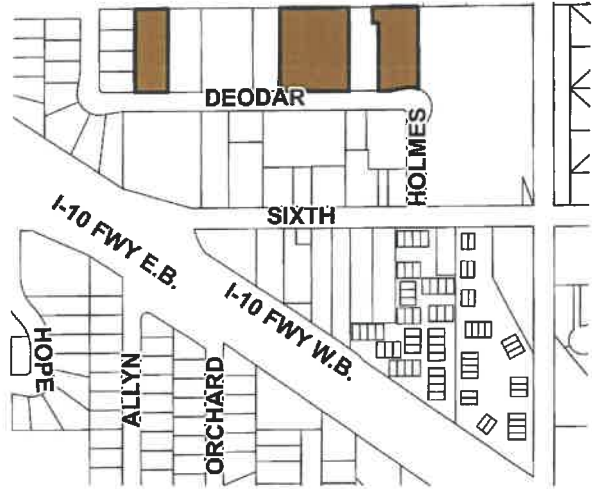
**Parcels:(101 Properties)**

1047-171-08	1047-172-22	1047-424-23	1047-424-40	1047-424-57	1047-431-20
1047-171-14	1047-201-19	1047-424-24	1047-424-41	1047-424-58	1047-431-21
1047-171-18	1047-424-01	1047-424-25	1047-424-42	1047-424-61	1047-431-22
1047-171-19	1047-424-02	1047-424-26	1047-424-43	1047-431-06	1047-431-23
1047-172-01	1047-424-03	1047-424-27	1047-424-44	1047-431-07	1047-431-24
1047-172-02	1047-424-04	1047-424-28	1047-424-45	1047-431-08	1047-431-25
1047-172-03	1047-424-05	1047-424-29	1047-424-46	1047-431-09	1047-431-26
1047-172-07	1047-424-06	1047-424-30	1047-424-47	1047-431-10	1047-431-27
1047-172-08	1047-424-07	1047-424-31	1047-424-48	1047-431-11	1047-431-28
1047-172-09	1047-424-08	1047-424-32	1047-424-49	1047-431-12	1047-431-29
1047-172-13	1047-424-14	1047-424-33	1047-424-50	1047-431-13	1047-431-30
1047-172-15	1047-424-17	1047-424-34	1047-424-51	1047-431-14	1047-431-31
1047-172-16	1047-424-18	1047-424-35	1047-424-52	1047-431-15	1047-431-32
1047-172-17	1047-424-19	1047-424-36	1047-424-53	1047-431-16	1047-431-33
1047-172-18	1047-424-20	1047-424-37	1047-424-54	1047-431-17	1047-431-34
1047-172-19	1047-424-21	1047-424-38	1047-424-55	1047-431-18	
1047-172-21	1047-424-22	1047-424-39	1047-424-56	1047-431-19	

**EXISTING**

**PROPOSED**

**F10**



**TOP:** High Density Residential  
**Zoning:** MDR-25, Medium-High Density Residential

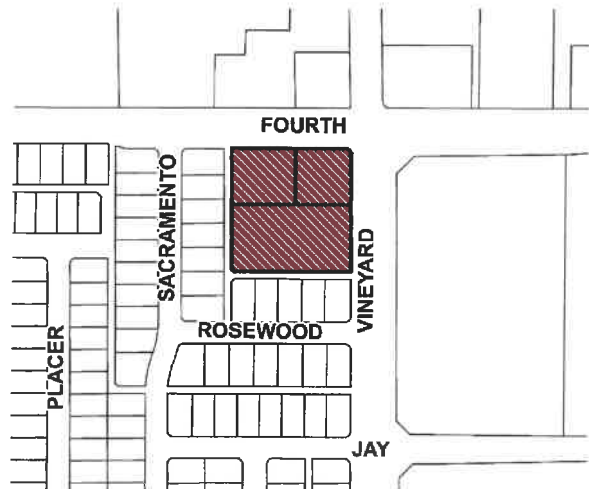
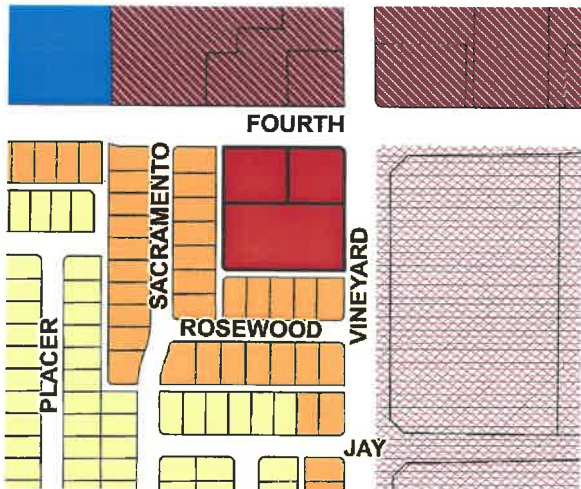
No Change  
HDR-45, High Density Residential

**Parcels:** (3 Properties)  
1047-171-09  
1047-171-15  
1047-171-16

**EXISTING**

**PROPOSED**

**F11**



**TOP:** Medium Density Residential  
**Zoning:** CC, Community Commercial

Neighborhood Commercial  
CN, Neighborhood Commercial

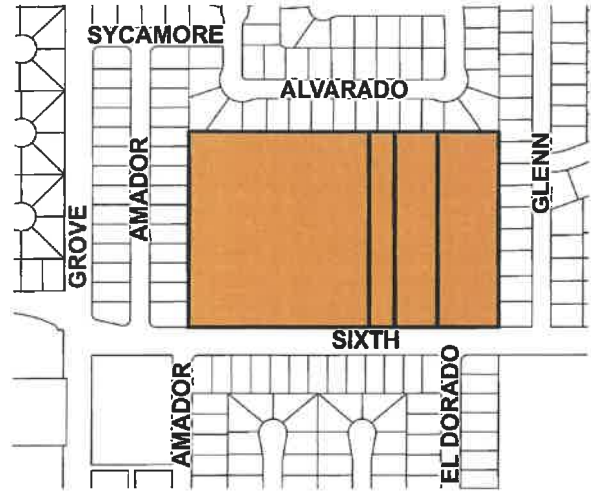
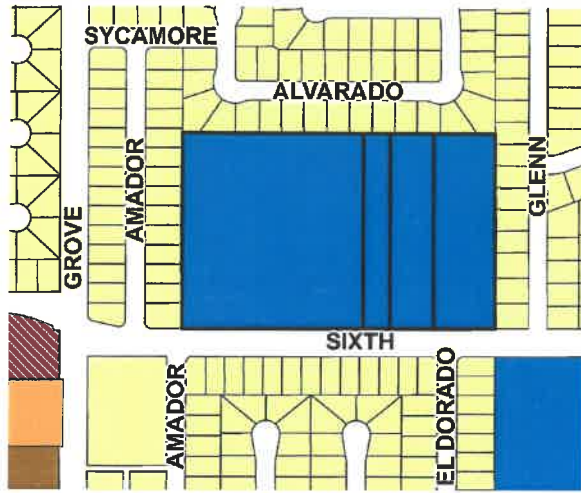
**Parcels:** (3 Properties)

- 0110-334-14
- 0110-334-19
- 0110-334-20

**EXISTING**

**PROPOSED**

**F15**



**TOP:** Medium Density Residential

No Change

**Zoning:** CIV, Civic

MDR-18, Medium Density Residential

**Parcels:** (4 Properties)

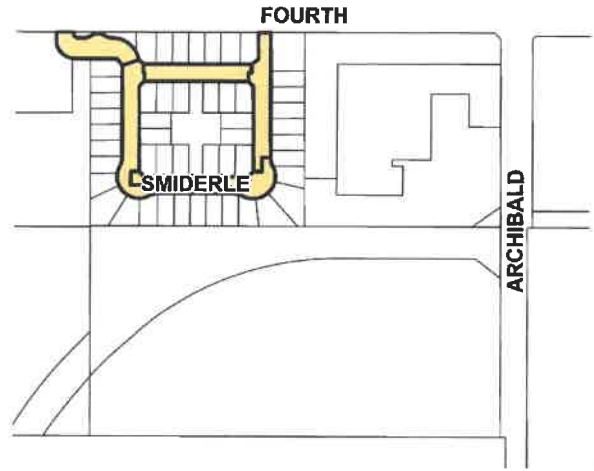
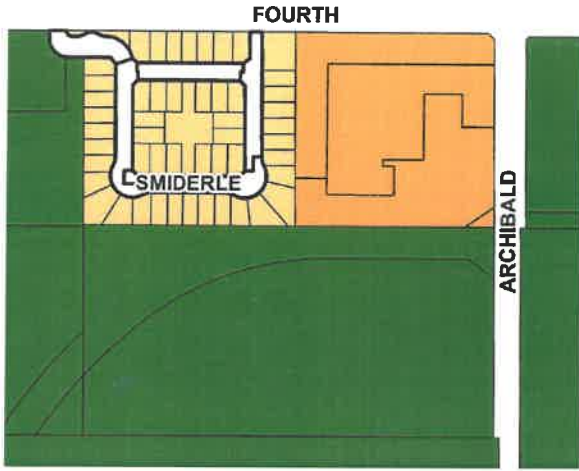
0108-461-01  
0108-461-02

0108-461-03  
0108-461-04

**EXISTING**

**PROPOSED**

**F17**



**TOP:** Right of Way  
**Zoning:** ROW, Right of Way

Low-Medium Density Residential  
MDR-11, Low-Medium Density Residential

**Parcels:** (5 Properties)

0210-601-51  
0210-601-52  
0210-601-53

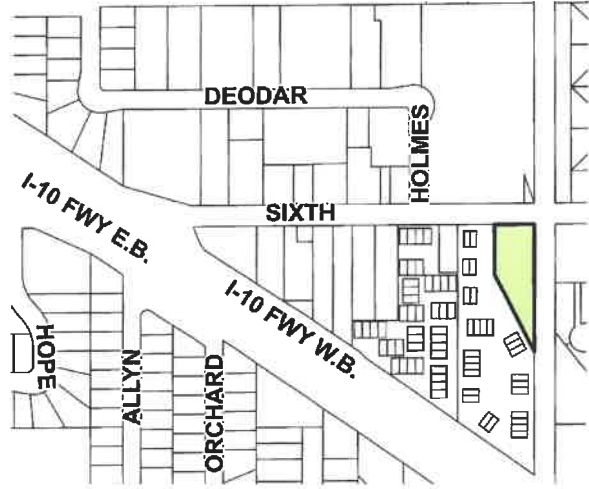
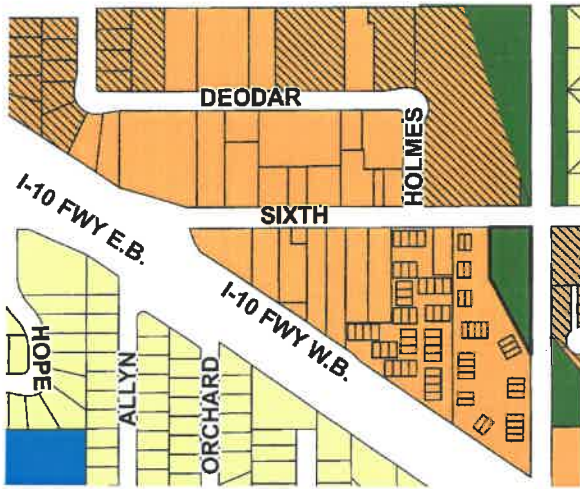
0210-601-54  
0210-601-55



**EXISTING**

**PROPOSED**

**F19**



**TOP:** Open Space – Non-Recreation  
**Zoning:** OS-R, Open Space – Recreation

No Change  
UC, Utilities Corridor

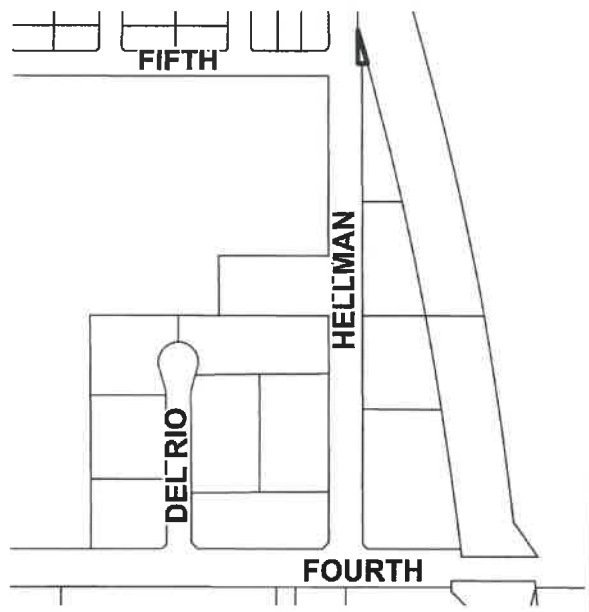
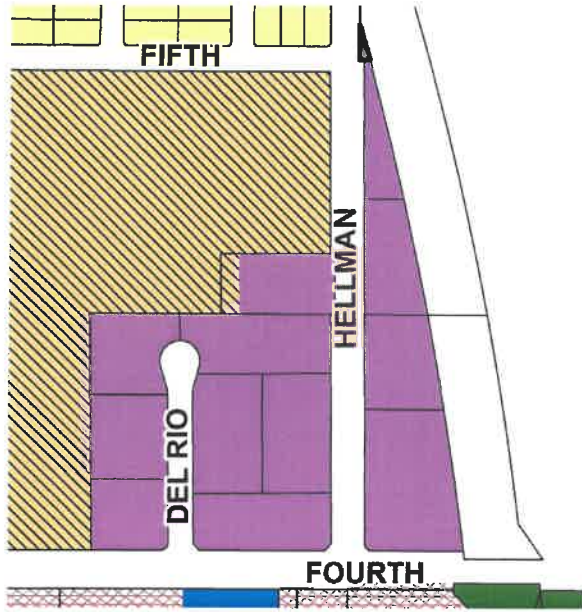
**Parcels:** (1 Property)

1047-431-04

**EXISTING**

**PROPOSED**

**F20**



**TOP:** Open Space – Non-Recreation  
**Zoning:** IG, General Industrial

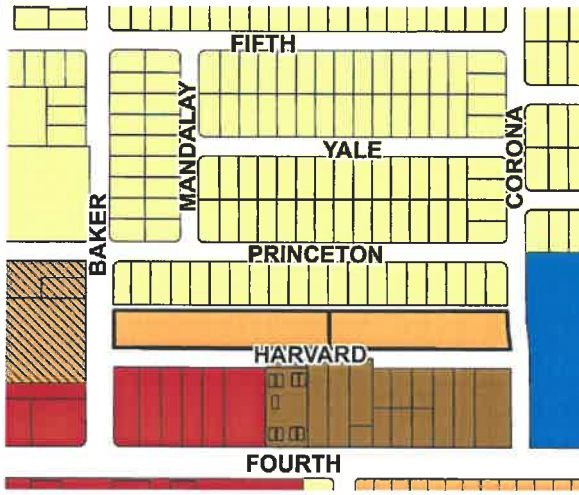
**No Change**  
**UC, Utilities Corridor**

**Parcels:** (1 Property)

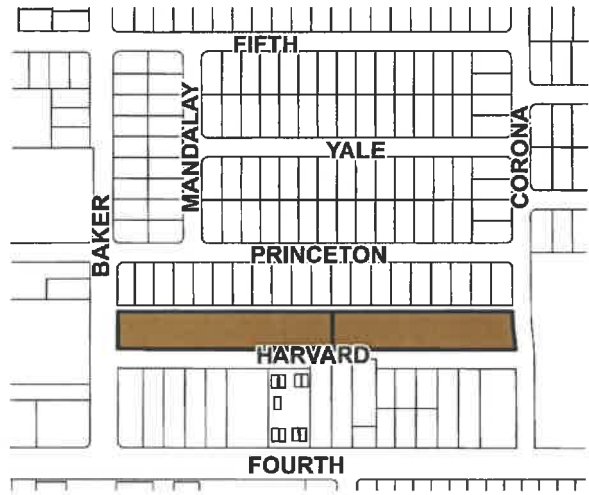
0210-062-40

**F23**

**EXISTING**



**PROPOSED**



**TOP:** High Density Residential  
**Zoning:** MDR-18, Medium Density Residential

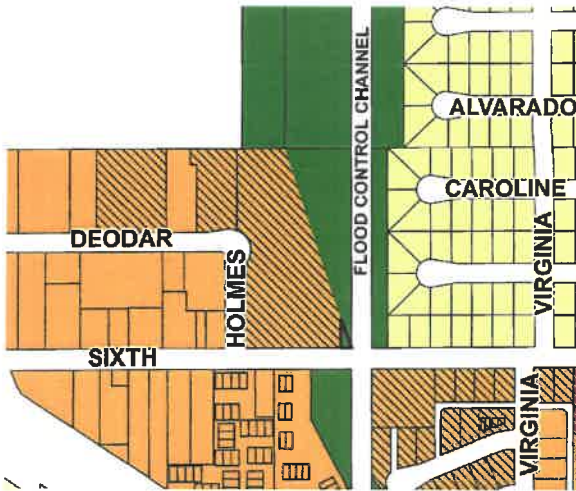
No Change  
HDR-45, High Density Residential

**Parcels:** (2 Properties)  
0108-551-39  
0108-551-41

**EXISTING**

**PROPOSED**

**F24**



**TOP:** High Density Residential  
**Zoning:** OS-R, Open Space – Recreation

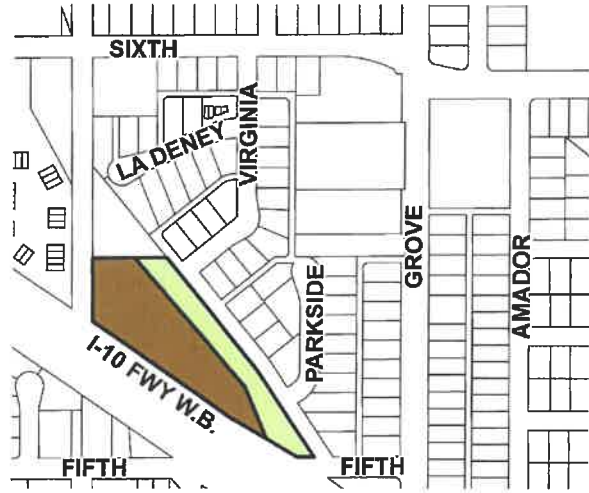
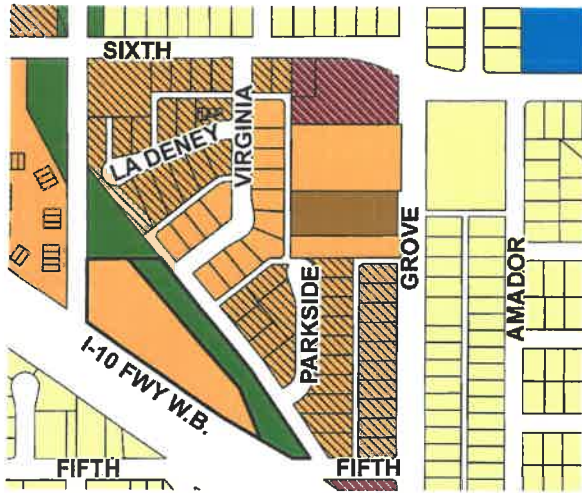
Open Space-Non-Recreation  
UC, Utilities Corridor

**Parcels:** (1 Property)  
1047-171-01

**EXISTING**

**PROPOSED**

**F27**



**TOP:** High Density Residential & Open Space-Non-Recreation

No Change

**Zoning:** MDR-18, Medium Density Residential & OS-R, Open Space – Recreation

HDR-45, High Density Residential & UC, Utilities Corridor

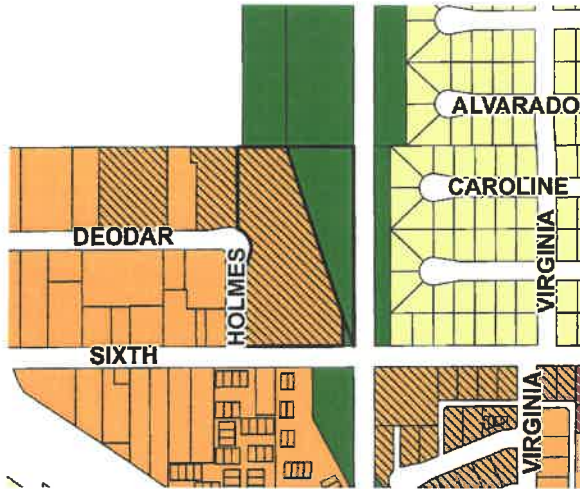
**Parcels:** (1 Property)

1047-443-01

**EXISTING**

**PROPOSED**

**F28**



**TOP:** High Density Residential & Open Space-Non-Recreation

No Change

**Zoning:** MDR-25, Medium-High Density Residential & OS-R, Open Space – Recreation

HDR-45, High Density Residential & UC, Utilities Corridor

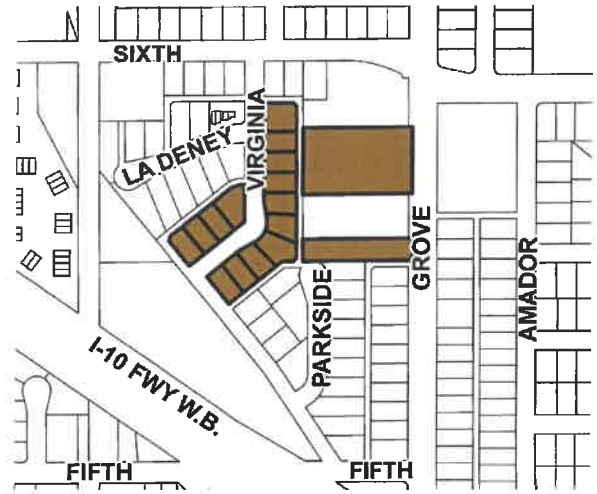
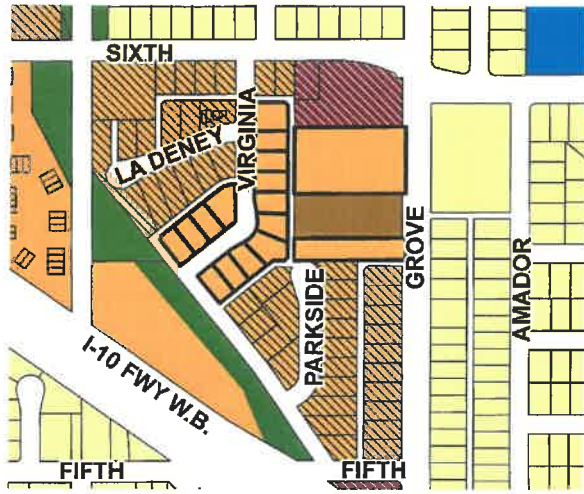
**Parcels:** (1 Property)

1047-171-02

**EXISTING**

**PROPOSED**

**F30**



**TOP:** High Density Residential  
**Zoning:** MDR-18, Medium Density Residential

No Change  
 HDR-45, High Density Residential

**Parcels:** (16 Properties)

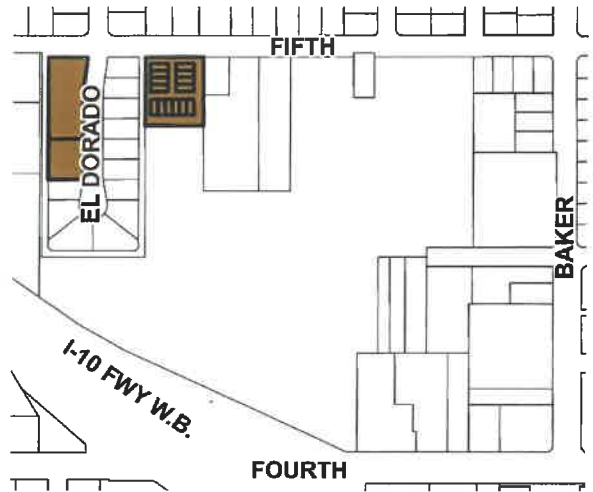
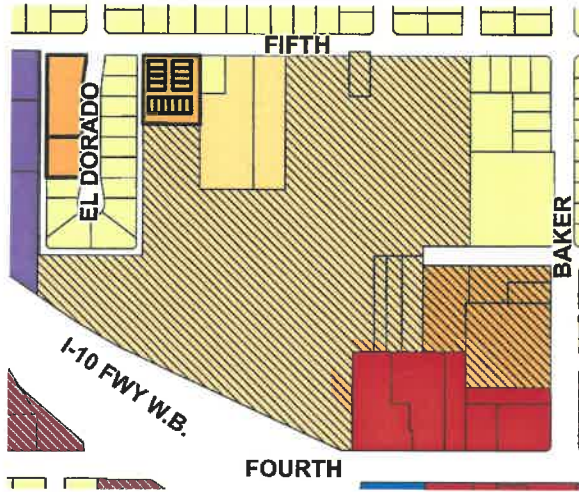
- |             |             |
|-------------|-------------|
| 1047-432-18 | 1047-433-01 |
| 1047-432-19 | 1047-433-02 |
| 1047-432-20 | 1047-433-03 |
| 1047-432-21 | 1047-433-04 |

- |             |             |
|-------------|-------------|
| 1047-433-05 | 1047-433-09 |
| 1047-433-06 | 1047-433-10 |
| 1047-433-07 | 1047-433-15 |
| 1047-433-08 | 1047-433-17 |

**EXISTING**

**PROPOSED**

**F31**



**TOP:** High Density Residential  
**Zoning:** MDR-18, Medium Density Residential

**No Change**  
**HDR-45, High Density Residential**

**Parcels:** (17 Properties)

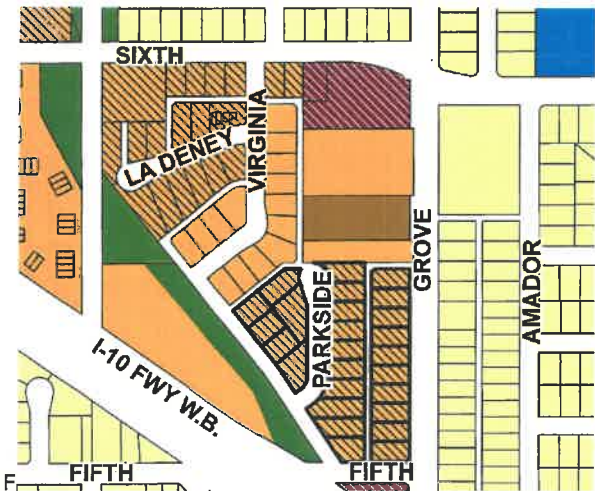
0108-501-26	0108-511-30	0108-511-36
0108-501-29	0108-511-31	0108-511-37
0108-511-26	0108-511-32	0108-511-38
0108-511-27	0108-511-33	0108-511-39
0108-511-28	0108-511-34	0108-511-42
0108-511-29	0108-511-35	



**EXISTING**

**PROPOSED**

**F32**



**TOP:** High Density Residential  
**Zoning:** MDR-25, Medium-High Density Residential

No Change  
 HDR-45, High Density Residential

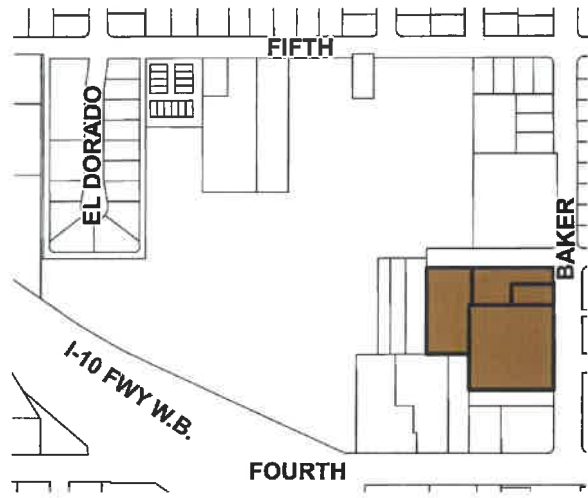
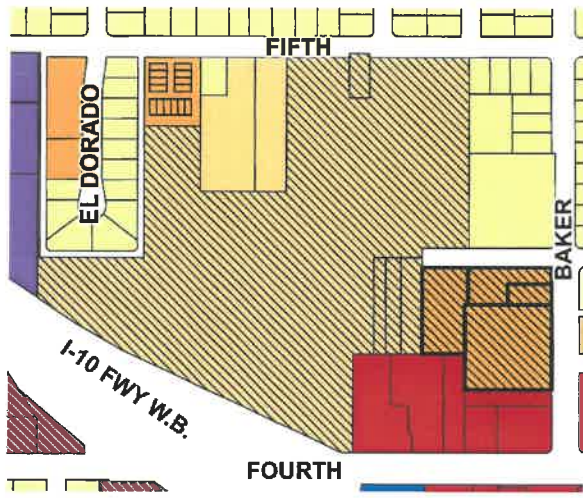
**Parcels:** (26 Properties)

1047-441-01	1047-441-07	1047-441-12	1047-441-17	1047-442-02
1047-441-02	1047-441-08	1047-441-13	1047-441-18	1047-442-03
1047-441-03	1047-441-09	1047-441-14	1047-441-19	1047-442-04
1047-441-04	1047-441-10	1047-441-15	1047-441-20	1047-442-05
1047-441-05	1047-441-11	1047-441-16	1047-442-01	1047-442-06
1047-441-06				

**EXISTING**

**PROPOSED**

**F33**



**TOP:** High Density Residential  
**Zoning:** MDR-25, Medium-High Density Residential

**No Change**  
**HDR-45, High Density Residential**

**Parcels:** (4 Properties)

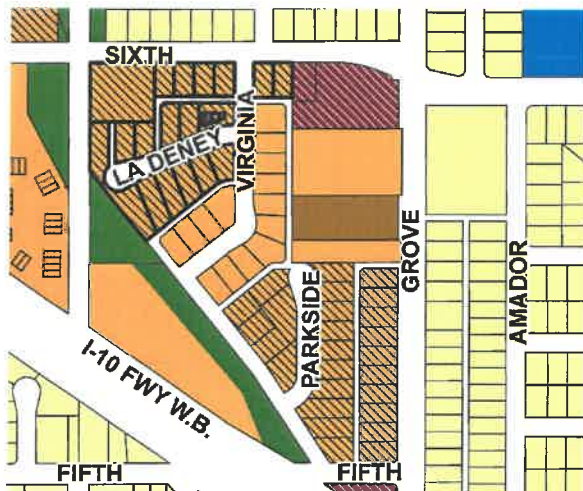
0110-391-08  
0110-391-09

0110-391-34  
0110-391-35

**EXISTING**

**PROPOSED**

**F34**



**TOP:** High Density Residential  
**Zoning:** MDR-25, Medium-High Density Residential

**No Change**  
**HDR-45, High Density Residential**

**Parcels:** (23 Properties)

1047-432-01	1047-432-07	1047-432-12	1047-432-17	1047-432-27
1047-432-02	1047-432-08	1047-432-13	1047-432-24	1047-432-28
1047-432-03	1047-432-09	1047-432-14	1047-432-25	1047-433-11
1047-432-04	1047-432-10	1047-432-15	1047-432-26	1047-433-12
1047-432-05	1047-432-11	1047-432-16		

## EXISTING

## PROPOSED

### F36



**TOP:** Open Space – Non-Recreation

No Change

**Zoning:** OS-R, Open Space –  
Recreation

UC, Utilities Corridor

**Parcels:** (6 Properties)

1047-121-01

1047-131-01

1047-181-05

1047-122-01

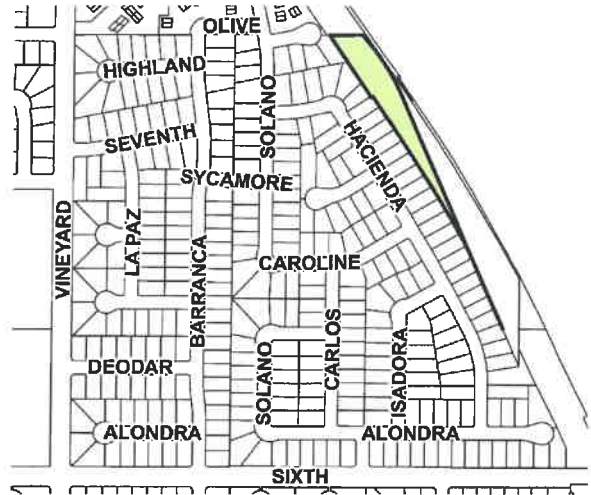
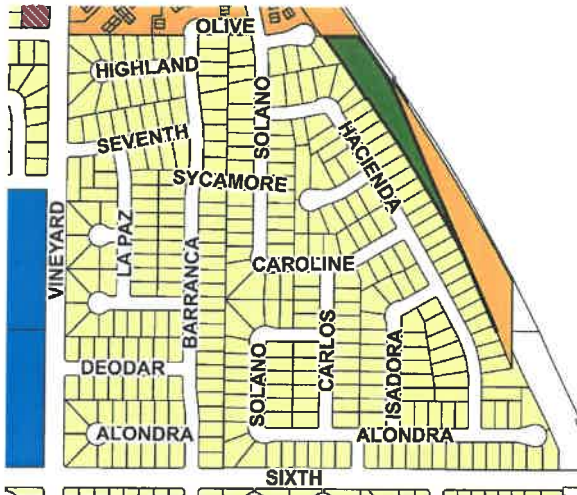
1047-151-01

1047-181-06

**EXISTING**

**PROPOSED**

**F37**



**TOP:** Open Space – Non-Recreation  
**Zoning:** OS-R, Open Space – Recreation

No Change  
UC, Utilities Corridor

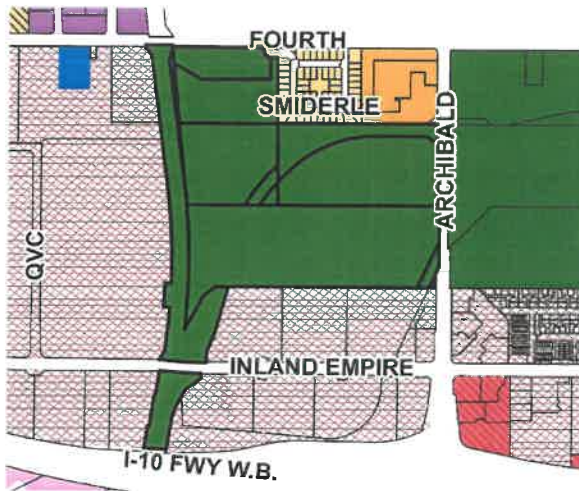
**Parcels:** (1 Property)

0209-161-17

**EXISTING**

**PROPOSED**

**F38**



**TOP:** Open Space – Non-Recreation  
**Zoning:** OS-R, Open Space – Recreation

No Change  
 UC, Utilities Corridor

**Parcels:** (13 Properties)

0110-311-06  
 0110-311-12  
 0110-311-14  
 0110-311-25

0110-311-29  
 0110-311-30  
 0110-311-31

0110-311-32  
 0110-311-40  
 0110-311-42

0110-321-26  
 0210-161-13  
 0210-161-14

**EXISTING**

**PROPOSED**

**F39**

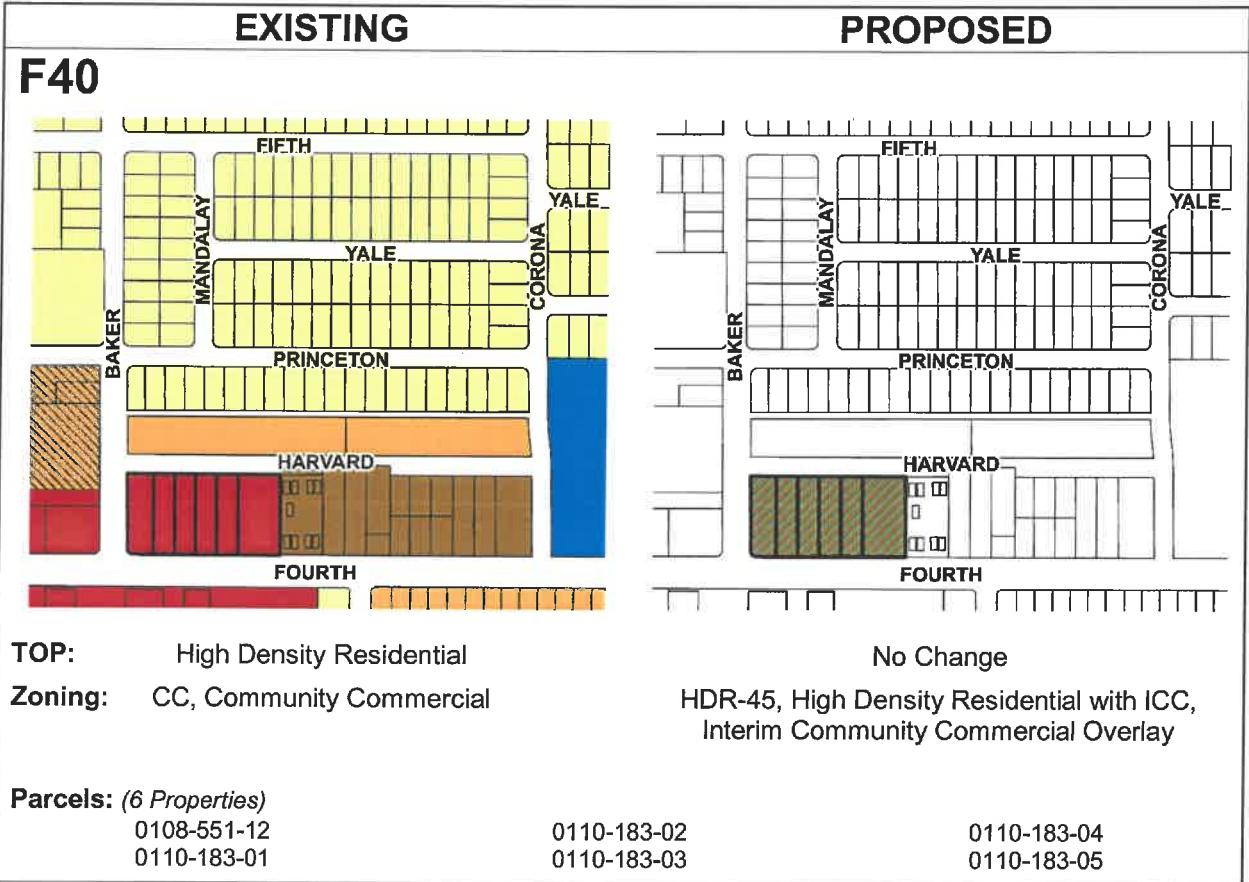


**TOP:** Open Space – Non-Recreation  
**Zoning:** OS-R, Open Space – Recreation

No Change  
UC, Utilities Corridor

**Parcels:** (1 Property)

1047-161-01





**EXISTING**

**PROPOSED**

**G37**



**TOP:** Low Density Residential with Industrial Transitional Overlay

Industrial

**Zoning:** IG, General Industrial

IL, Light Industrial

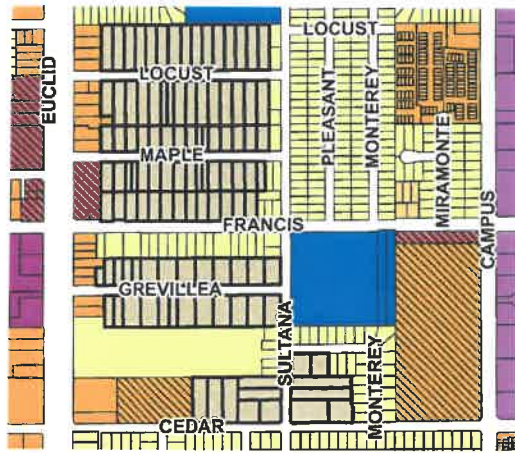
**Parcels:** (1 Property)

1049-472-02

## EXISTING

## PROPOSED

### G38



**TOP:** Low Density Residential  
**Zoning:** AR-2, Residential-Agricultural

**Rural Residential**  
**RE-2, Residential Estate**

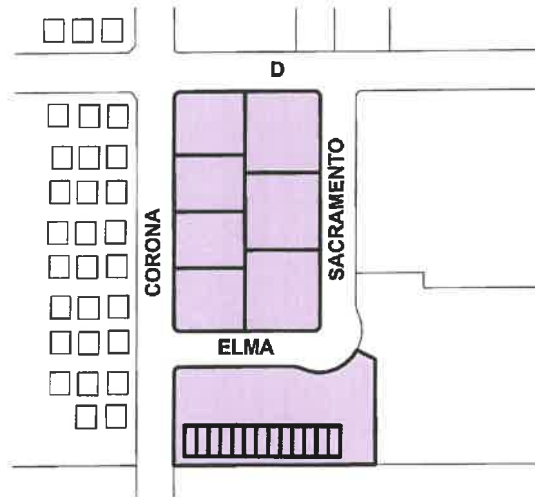
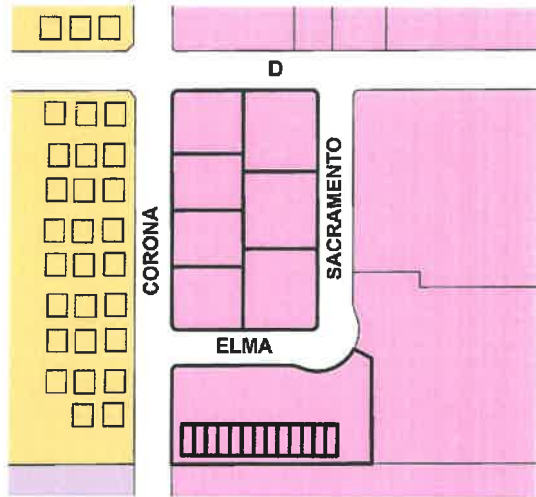
**Parcels:** (112 Properties)

1050-251-02	1050-251-24	1050-261-06	1050-262-13	1050-262-32	1050-391-25	1050-402-06
1050-251-03	1050-251-25	1050-261-07	1050-262-14	1050-262-33	1050-401-23	1050-402-07
1050-251-04	1050-251-26	1050-261-08	1050-262-15	1050-262-34	1050-401-24	1050-402-08
1050-251-05	1050-251-27	1050-261-09	1050-262-16	1050-262-35	1050-401-25	1050-402-09
1050-251-06	1050-251-28	1050-261-10	1050-262-17	1050-262-36	1050-401-26	1050-402-10
1050-251-07	1050-251-29	1050-261-11	1050-262-18	1050-262-37	1050-401-27	1050-402-11
1050-251-08	1050-251-30	1050-261-12	1050-262-19	1050-262-38	1050-401-28	1050-402-12
1050-251-09	1050-251-31	1050-261-13	1050-262-20	1050-262-39	1050-401-29	1050-402-13
1050-251-10	1050-251-32	1050-261-14	1050-262-21	1050-262-40	1050-401-30	1050-402-14
1050-251-11	1050-251-33	1050-261-15	1050-262-22	1050-262-41	1050-401-31	1050-402-15
1050-251-12	1050-251-34	1050-261-16	1050-262-23	1050-391-03	1050-401-32	1050-411-03
1050-251-13	1050-251-35	1050-261-17	1050-262-27	1050-391-04	1050-401-33	1050-411-04
1050-251-14	1050-251-36	1050-262-08	1050-262-28	1050-391-07	1050-401-34	1050-411-05
1050-251-15	1050-261-03	1050-262-10	1050-262-29	1050-391-08	1050-401-35	1050-411-39
1050-251-16	1050-261-04	1050-262-11	1050-262-30	1050-391-09	1050-402-04	1050-411-40
1050-251-17	1050-261-05	1050-262-12	1050-262-31	1050-391-22	1050-402-05	1050-411-41

**EXISTING**

**PROPOSED**

**H25**



**TOP:** Hospitality  
**Zoning:** CCS, Convention Center Support

**Business Park**  
**BP, Business Park**

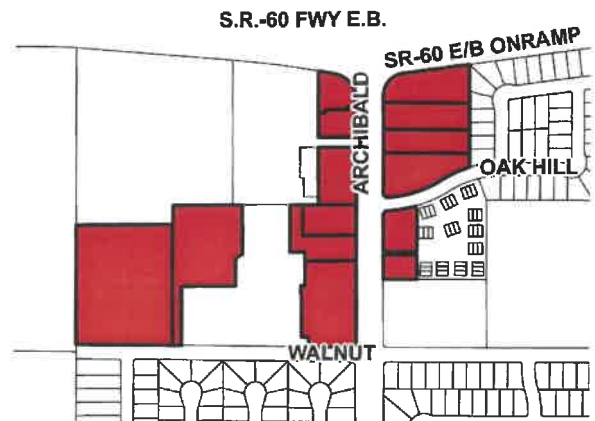
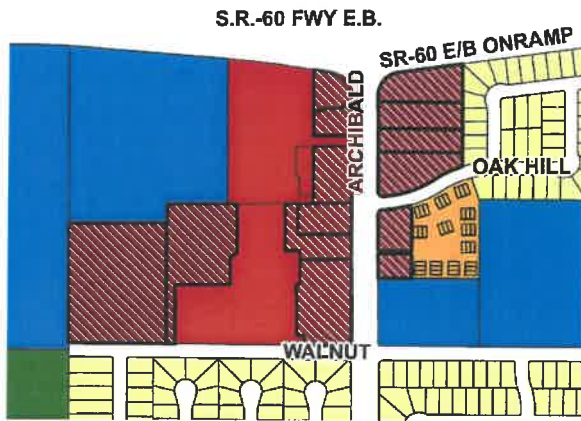
**Parcels:** (21 Properties)

- |             |             |             |             |             |
|-------------|-------------|-------------|-------------|-------------|
| 0110-022-03 | 0110-022-08 | 0110-022-25 | 0110-022-28 | 0110-022-20 |
| 0110-022-04 | 0110-022-02 | 0110-022-23 | 0110-022-16 | 0110-022-18 |
| 0110-022-07 | 0110-022-29 | 0110-022-19 | 0110-022-27 | 0110-022-26 |
| 0110-022-06 | 0110-022-24 | 0110-022-21 | 0110-022-17 | 0110-022-22 |
| 0110-022-05 |             |             |             |             |

**EXISTING**

**PROPOSED**

**14**



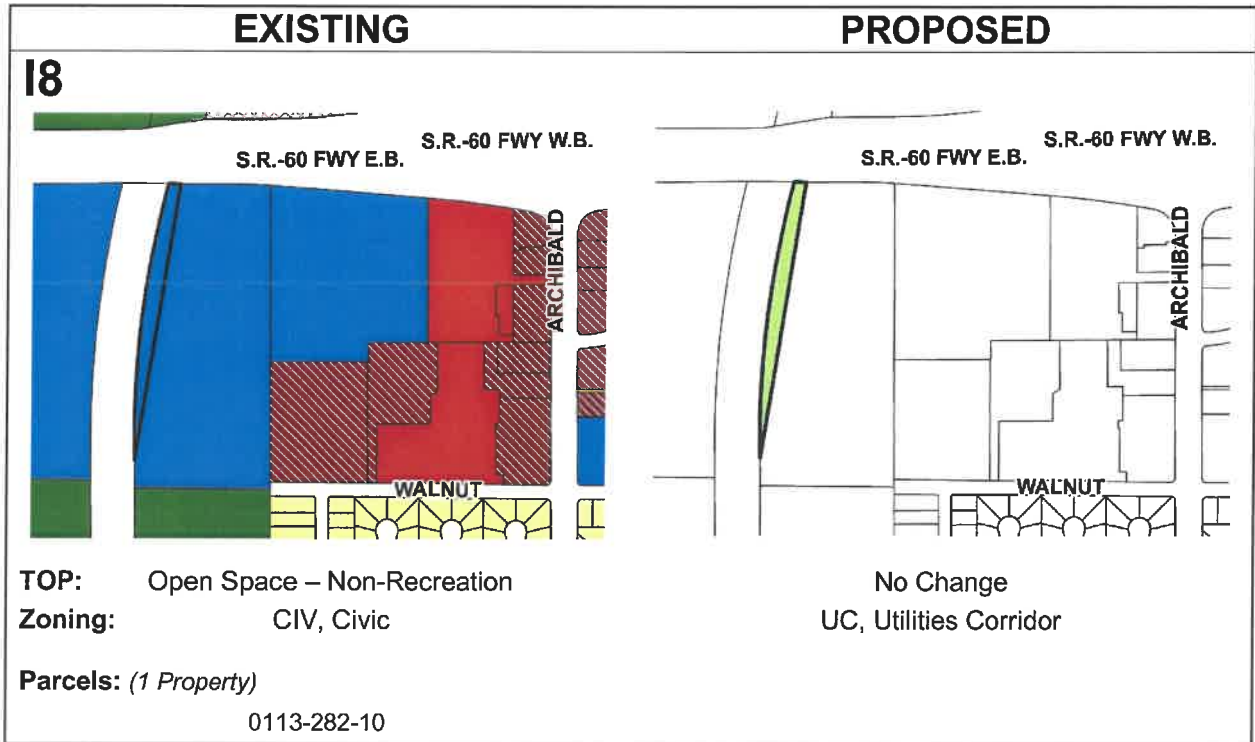
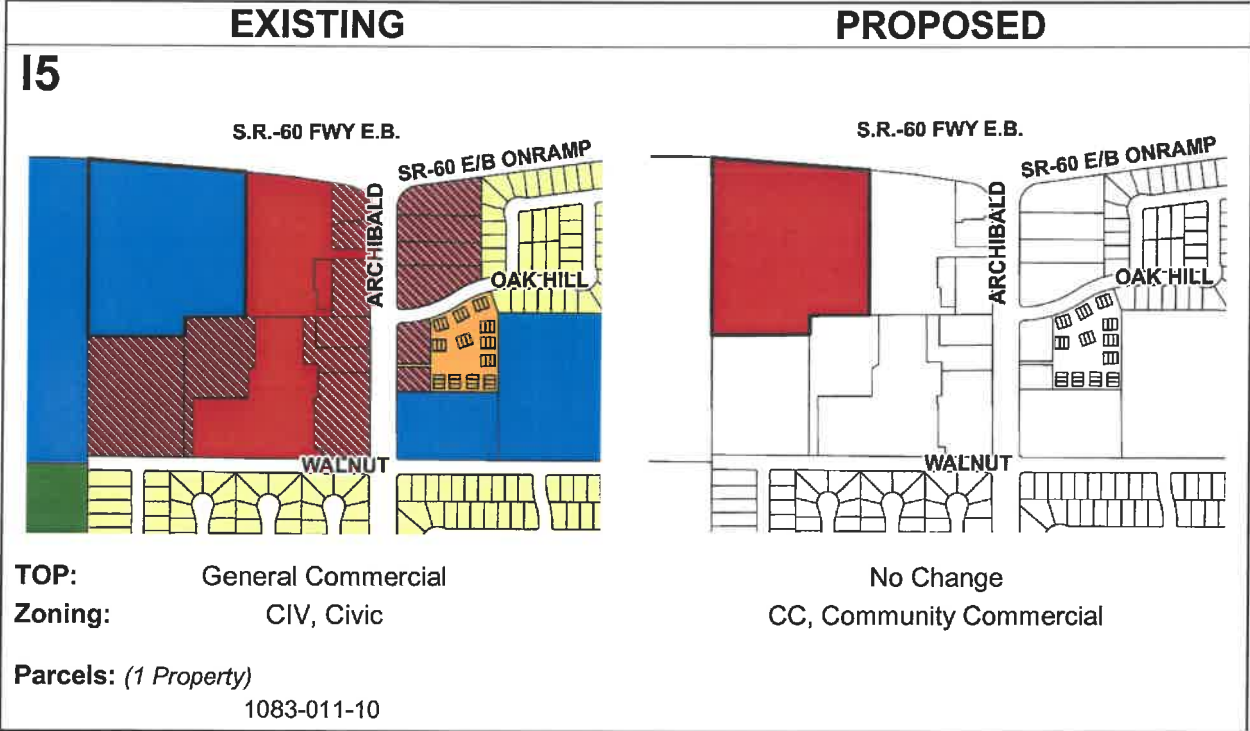
**TOP:** General Commercial  
**Zoning:** CN, Neighborhood Commercial

**No Change**  
 CC, Community Commercial

**Parcels:** (14 Properties)

- |             |             |
|-------------|-------------|
| 1083-011-02 | 1083-011-11 |
| 1083-011-03 | 1083-011-13 |
| 1083-011-04 | 1083-011-14 |
| 1083-011-05 | 1083-011-15 |

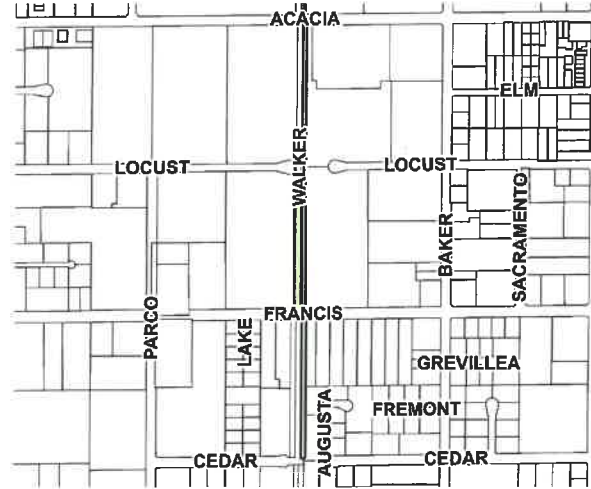
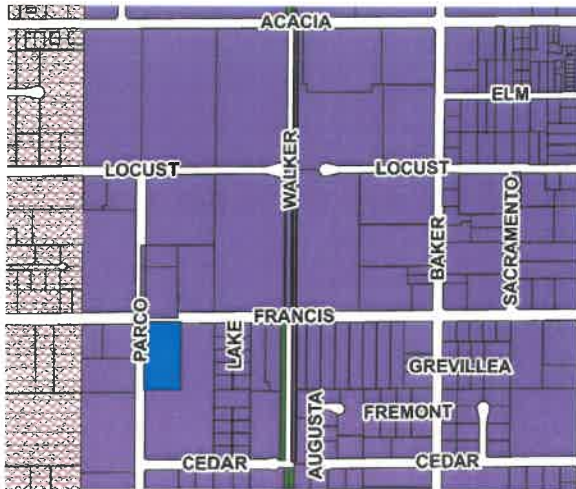
- |             |             |
|-------------|-------------|
| 1083-071-04 | 1083-071-10 |
| 1083-071-08 | 1083-071-25 |
| 1083-071-09 | 1083-071-26 |



# EXISTING

# PROPOSED

## I9



**TOP:** Open Space – Non-Recreation  
**Zoning:** IG, General Industrial

No Change  
UC, Utilities Corridor

**Parcels:** (5 Properties)

0113-381-16

0113-402-09

0113-441-06

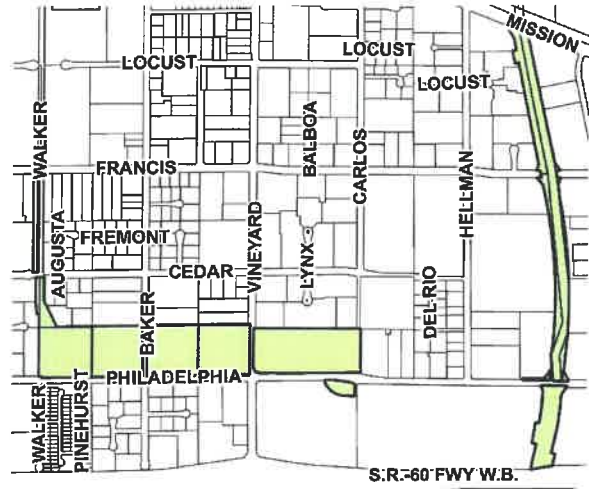
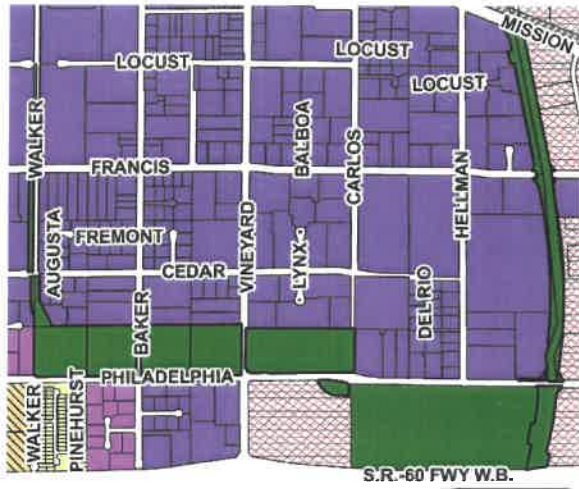
0113-442-09

0113-601-09

**EXISTING**

**PROPOSED**

**I10**



**TOP:** Open Space – Non-Recreation  
**Zoning:** OS-R, Open Space – Recreation

**No Change**  
**UC, Utilities Corridor**

**Parcels:** (19 Properties)

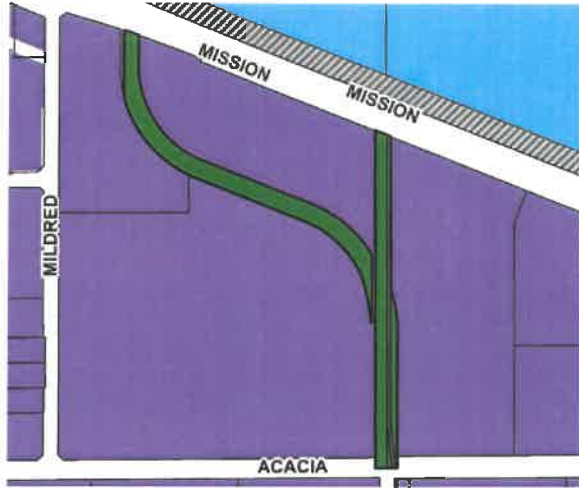
- |             |             |
|-------------|-------------|
| 0113-281-12 | 0113-472-04 |
| 0113-396-14 | 0113-481-02 |
| 0113-461-05 | 0113-481-03 |
| 0113-462-17 | 0113-491-05 |
| 0113-472-03 | 0113-491-23 |

- |             |             |
|-------------|-------------|
| 0113-491-25 | 0211-242-13 |
| 0113-492-08 | 0211-242-15 |
| 0113-621-08 | 0211-242-16 |
| 0211-242-07 | 0211-242-43 |
| 0211-242-10 |             |

**EXISTING**

**PROPOSED**

**I11**



**TOP:** Open Space – Non-Recreation  
**Zoning:** OS-R, Open Space – Recreation

No Change  
UC, Utilities Corridor

**Parcels:** (4 Properties)

0113-421-01  
0113-421-03

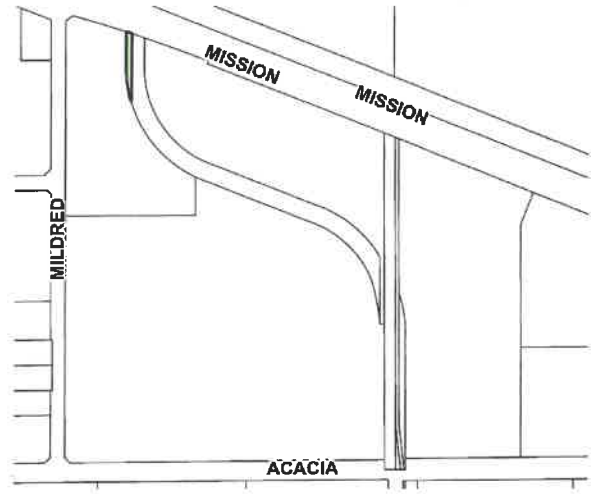
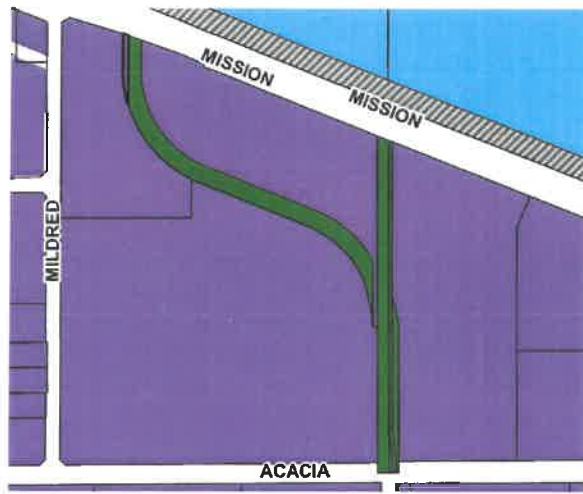
0113-431-01  
0113-431-04



**EXISTING**

**PROPOSED**

**I12**



**TOP:** Open Space – Non-Recreation  
**Zoning:** IG, General Industrial

**No Change**  
**UC, Utilities Corridor**

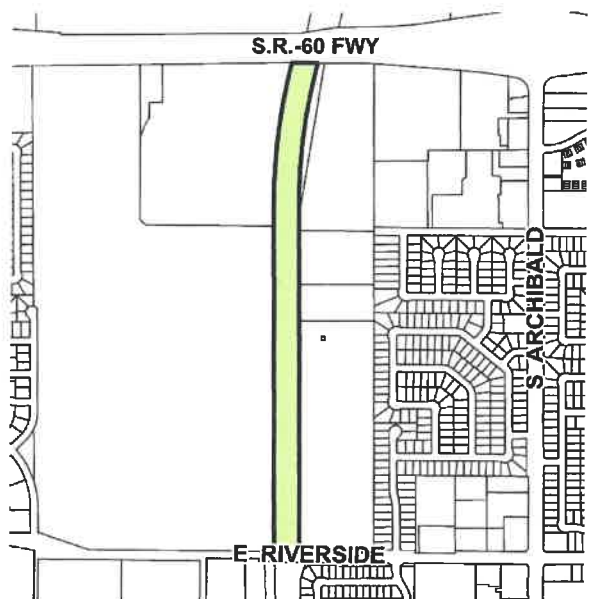
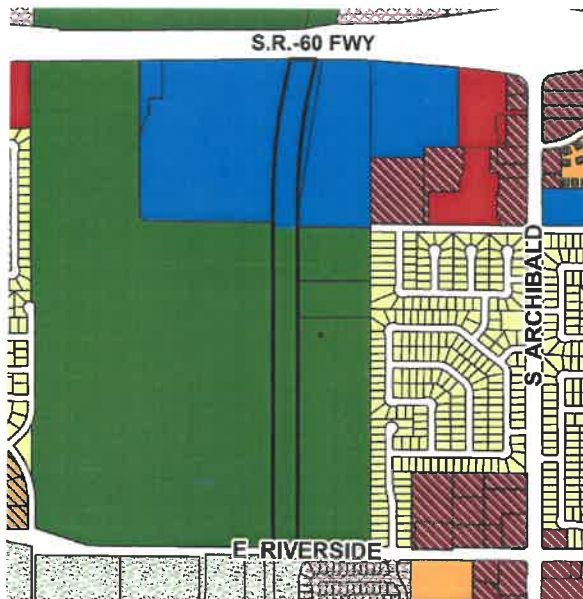
**Parcels:** (1 Property)

0113-431-06

**EXISTING**

**PROPOSED**

**I13**



**TOP:** Open Space – Non-Recreation

**Zoning:** OS-R, Open Space – Recreation & CIV, Civic

**Parcels:** (1 Property)  
0113-282-07

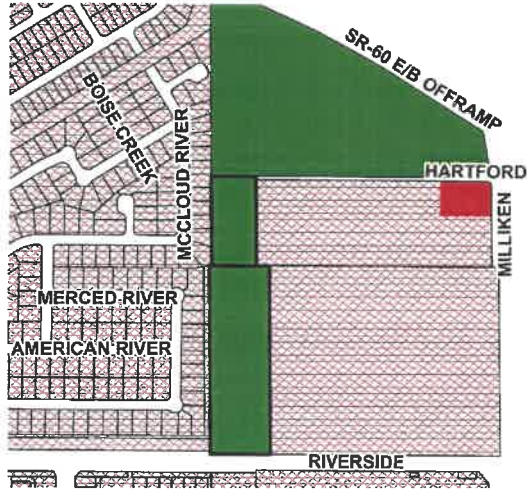
No Change

UC, Utilities Corridor

**EXISTING**

**PROPOSED**

**J3**



**TOP:** Open Space – Non-Recreation  
**Zoning:** OS-R, Open Space – Recreation

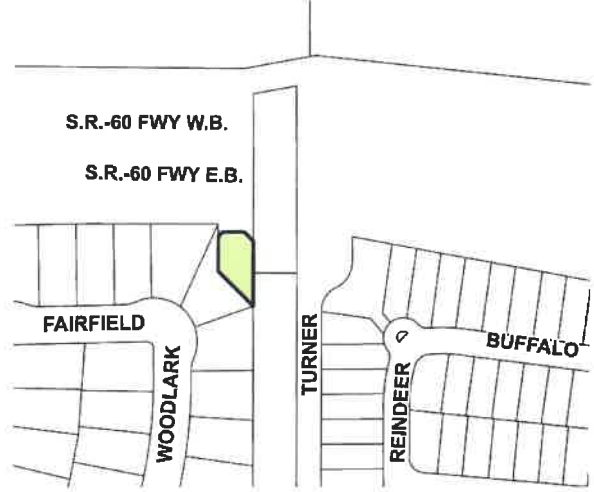
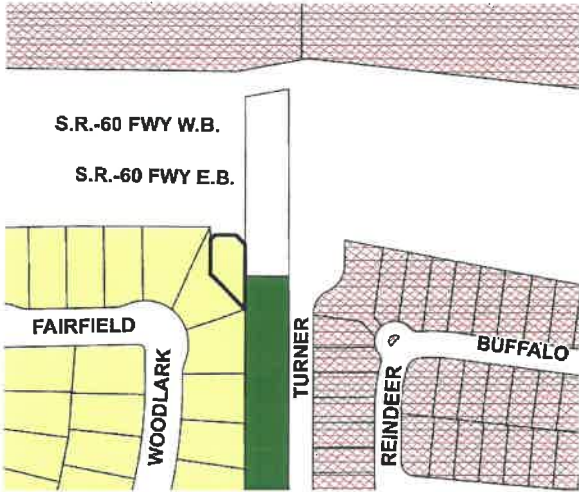
**No Change**  
**UC, Utilities Corridor**

**Parcels:** (2 Properties)  
1083-361-02  
1083-361-03

**EXISTING**

**PROPOSED**

**J4**



**TOP:** Open Space – Non-Recreation  
**Zoning:** LDR-5, Low Density Residential

**No Change**  
**UC, Utilities Corridor**

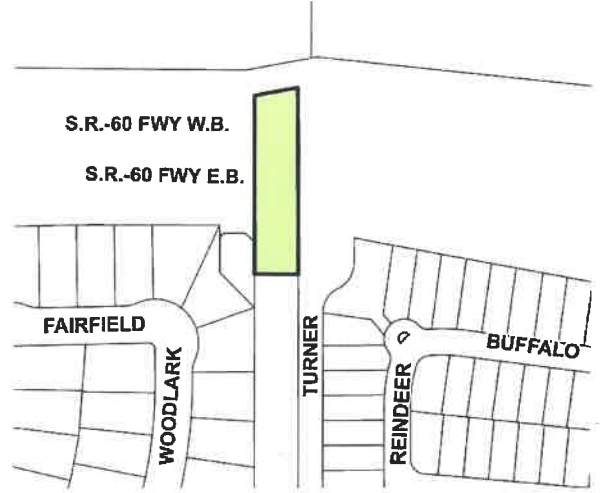
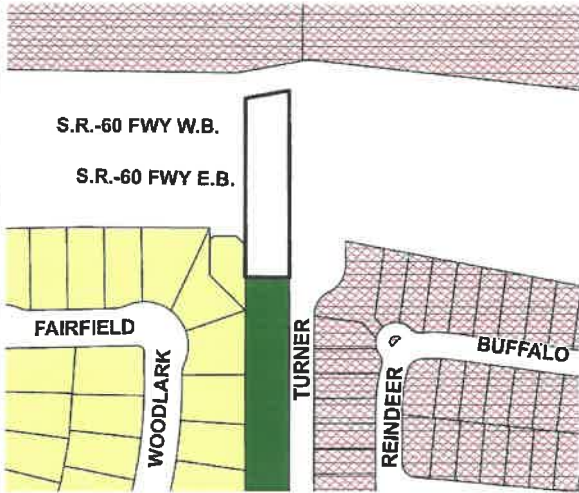
**Parcels:** (1 Property)

1083-071-07

**EXISTING**

**PROPOSED**

**J5**



**TOP:** Open Space – Non-Recreation  
**Zoning:** ROW, Right of Way

**No Change**  
**UC, Utilities Corridor**

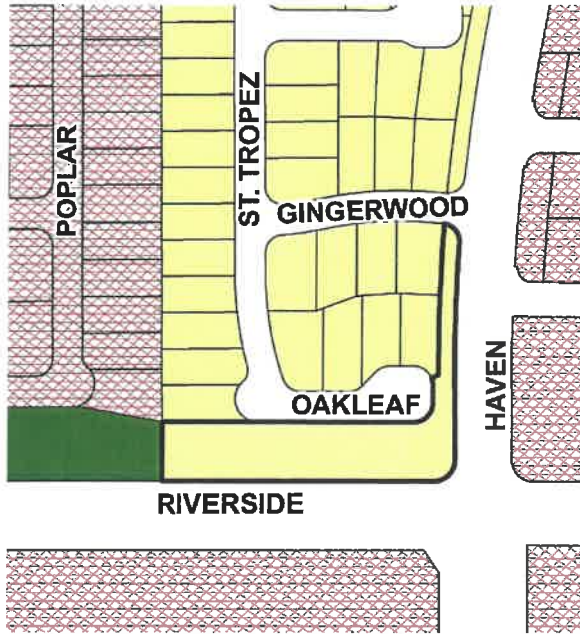
**Parcels:** (1 Property)

1083-071-11

**EXISTING**

**PROPOSED**

**J6**



**TOP:** Open Space - Parkland  
**Zoning:** LDR-5, Low Density Residential

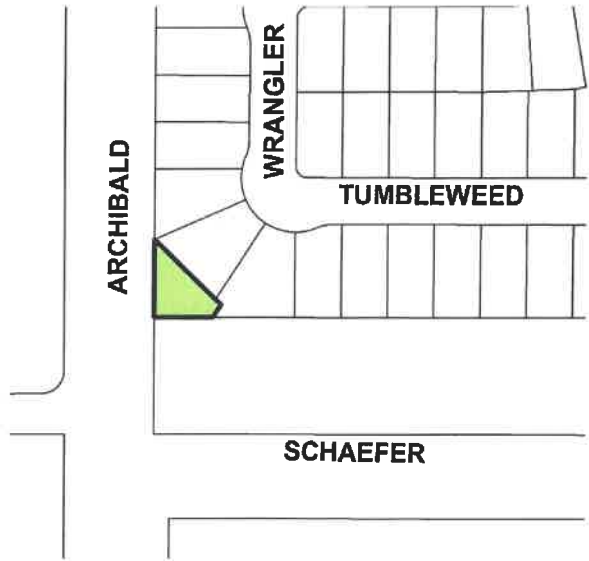
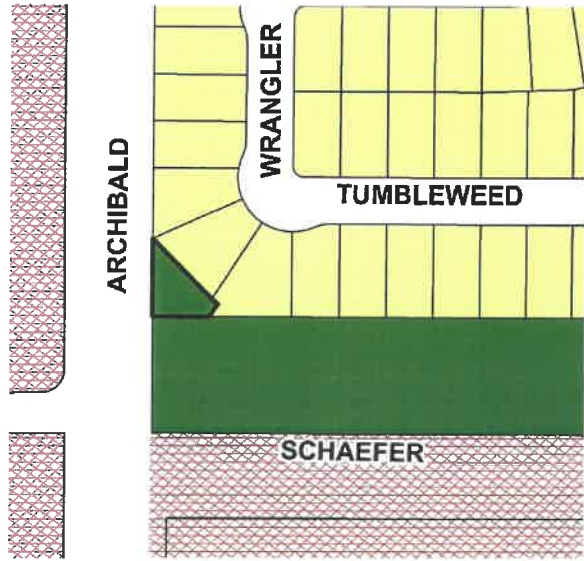
No Change  
OS-R, Open Space – Recreation

**Parcels:** (1 Property)  
1083-302-38

**EXISTING**

**PROPOSED**

**J7**



**TOP:** Low Density Residential  
**Zoning:** OS-R, Open Space – Recreation

Open Space – Non-Recreation  
UC, Utilities Corridor

**Parcels:** (1 Property)  
0218-801-76

# EXISTING

# PROPOSED

## J17



**TOP:** Open Space – Non-Recreation  
**Zoning:** OS-R, Open Space – Recreation

No Change  
UC, Utilities Corridor

**Parcels:** (6 Properties)

0218-141-07  
0218-141-34

0218-151-44  
0218-151-46

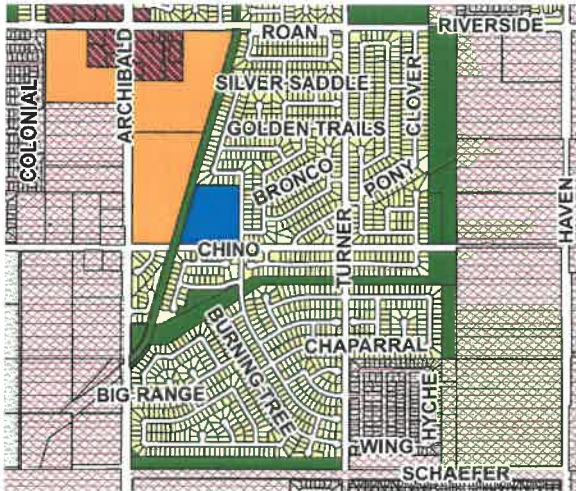
0218-771-63  
0218-843-46



**EXISTING**

**PROPOSED**

**J18**



**TOP:** Open Space – Non-Recreation  
**Zoning:** LDR-5, Low Density Residential

**No Change**  
**UC, Utilities Corridor**

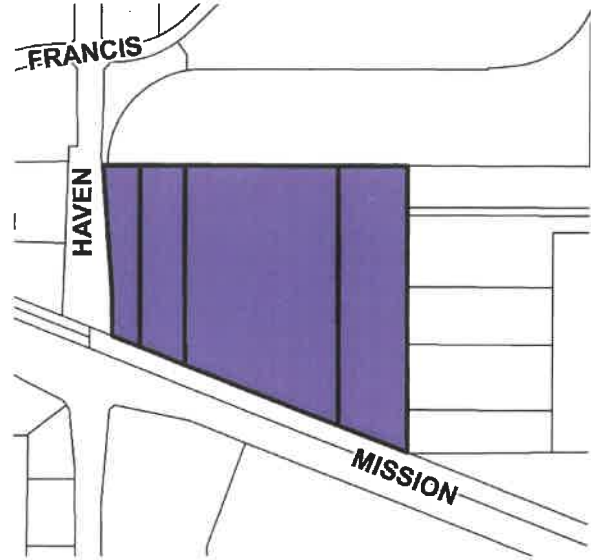
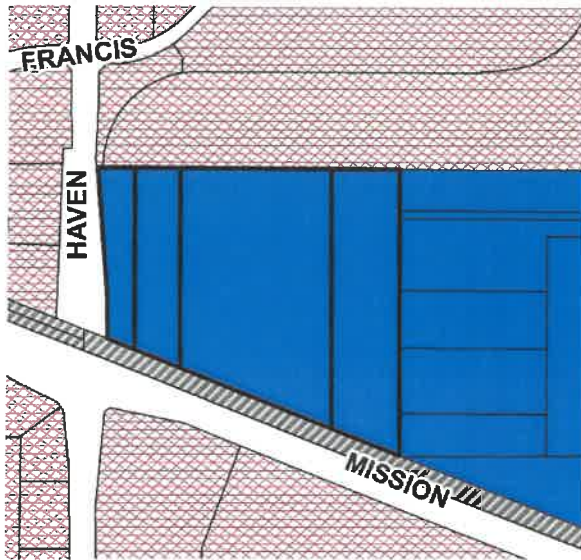
**Parcels:** (2 Properties)

0218-141-33  
0218-781-71

**EXISTING**

**PROPOSED**

**K3**



**TOP:** Industrial with Landfill Impact Area Overlay

No Change

**Zoning:** CIV, Civic

IG, General Industrial

**Parcels:** (4 Properties)

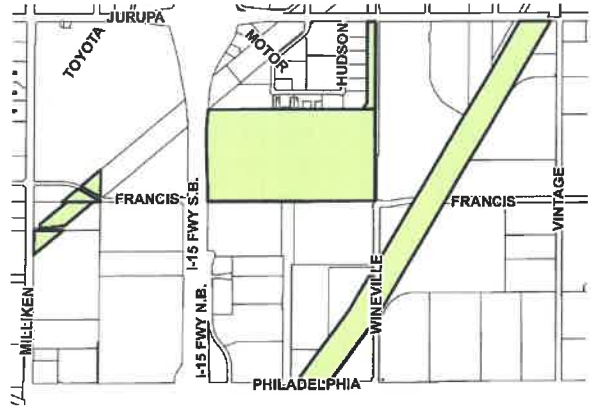
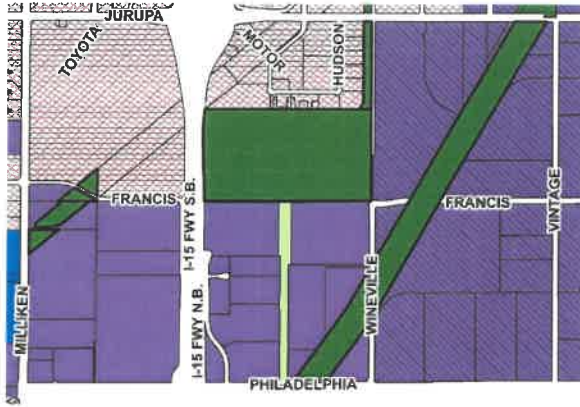
0211-291-02  
0211-291-03

0211-291-04  
0211-291-05

## EXISTING

## PROPOSED

### K8



**TOP:** Open Space – Non-Recreation  
**Zoning:** OS-R, Open Space – Recreation

No Change  
UC, Utilities Corridor

**Parcels:** (7 Properties)

0238-121-03  
0238-121-10  
0238-121-38

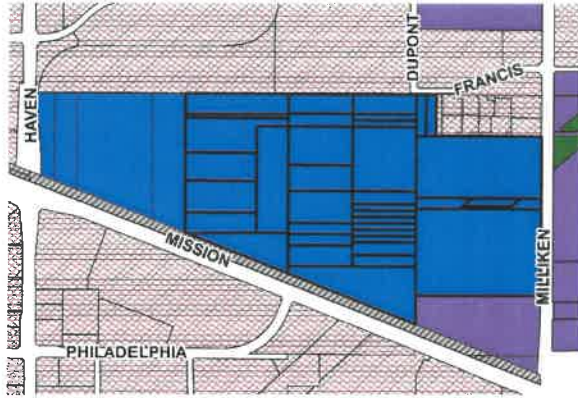
0238-132-19  
0238-152-02

0238-152-04  
0238-152-27

**EXISTING**

**PROPOSED**

**K9**



**TOP:** Landfill with Landfill Impact Area Overlay

No Change

**Zoning:** CIV, Civic

UC, Utilities Corridor

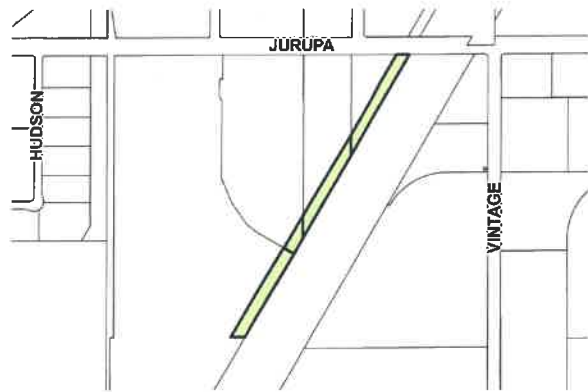
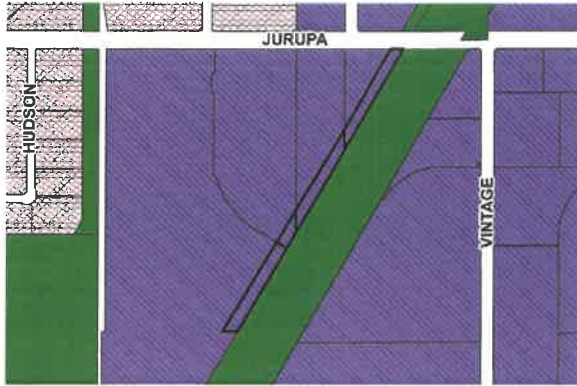
**Parcels:** (37 Properties)

0211-291-06	0211-311-01	0211-311-09	0211-311-16	0211-321-01
0211-291-07	0211-311-02	0211-311-10	0211-311-17	0211-321-02
0211-291-12	0211-311-03	0211-311-11	0211-311-18	0211-321-09
0211-291-13	0211-311-04	0211-311-12	0211-311-19	0211-321-11
0211-291-14	0211-311-05	0211-311-13	0211-311-20	0211-321-15
0211-291-15	0211-311-06	0211-311-14	0211-311-21	0211-321-15
0211-291-16	0211-311-07	0211-311-15	0211-311-22	0211-321-17
0211-291-17	0211-311-08			

**EXISTING**

**PROPOSED**

**K12**



**TOP:** Open Space-Non-Recreation  
**Zoning:** IH, Heavy Industrial

No Change  
UC, Utilities Corridor

**Parcels:** (4 Properties)

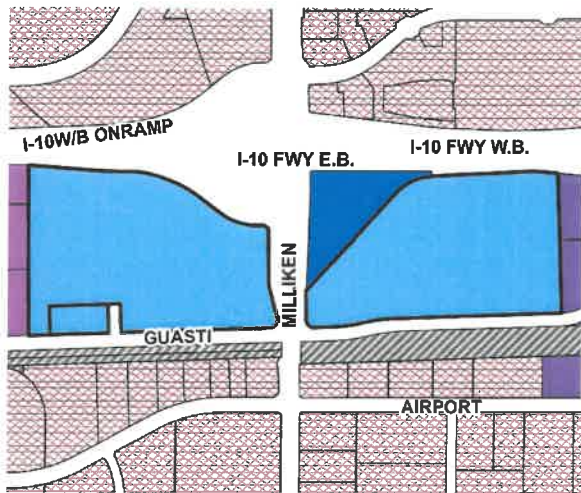
0238-132-03  
0238-132-23 portion

0238-132-24 portion  
0238-132-25 portion

**EXISTING**

**PROPOSED**

**L8**



**TOP:** General Commercial  
**Zoning:** ONT, Ontario International Airport

**Industrial**  
**IG, General Industrial**

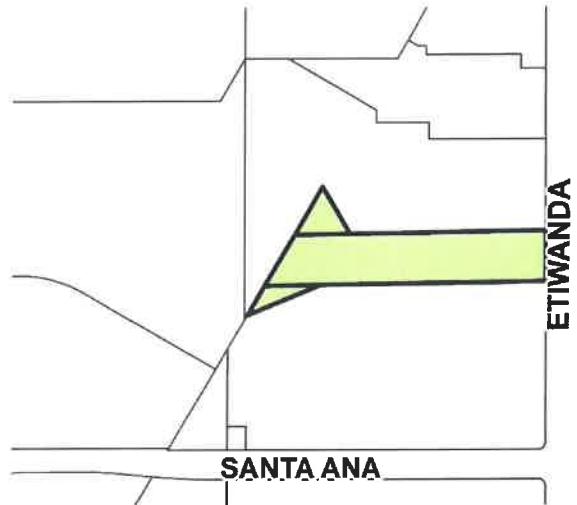
**Parcels:** (3 Properties)

- 0210-212-15
- 0210-212-16
- 0238-042-26

**EXISTING**

**PROPOSED**

**L12**



**TOP:** Open Space – Non-Recreation

**Zoning:** IH, Heavy Industrial

No Change  
UC, Utilities Corridor

**Parcels:** (3 Properties)

- 0238-081-12
- 0238-081-21
- 0238-081-23

**EXISTING**

**PROPOSED**

**L13**



**TOP:** Open Space – Non-Recreation  
**Zoning:** OS-R, Open Space – Recreation

No Change  
 UC, Utilities Corridor

**Parcels:** (27 Properties)

0238-012-10	0238-044-23	0238-101-41
0238-012-13	0238-081-58 portion	0238-101-46
0238-012-15	0238-081-64 portion	0238-101-48
0238-012-18	0238-081-67 portion	0238-101-49
0238-012-22	0238-081-70 portion	0238-101-71
0238-043-01	0238-081-71 portion	0238-231-16
0238-044-10	0238-101-21	0238-241-10
0238-044-14	0238-101-37	0238-241-20
0238-044-16	0238-101-39	0238-241-21



# CITY OF ONTARIO

Agenda Report  
March 20, 2018

SECTION:  
CONSENT CALENDAR

**SUBJECT: UPDATE OF THE CITYWIDE RECORDS RETENTION SCHEDULE**

**RECOMMENDATION:** That the City Council adopt a resolution approving revisions, updates and future updates to the Citywide Records Retention Schedule to comply with State Code, legislative actions and industry best practices.

**COUNCIL GOALS:** Invest in the Growth and Evolution of the City's Economy  
Operate in a Businesslike Manner

**FISCAL IMPACT:** Nominal operational savings will result through reductions in the cost of off-site storage and increasing usable office and storage space by shortening retention periods in the various departments and in the City's Records Center; and there is potential loss avoidance by protecting City records in the event of a disaster.

**BACKGROUND:** On June 15, 2010, the City Council adopted a fully revised Records Retention Schedule to meet operational, administrative, legal and historical requirements. The City's Records Management Program provides guidelines and authority for the disposition of records through adopted Retention Schedules. Routinely it is necessary to review record retention periods to assure that they meet the operational requirements of the City and comply with state and federal law.

Following the adoption of the 2010 Schedule, the Records Management Department assisted other departments citywide in cleaning out and destroying obsolete records. In that process, a number of other revisions were identified to provide more functionality and efficiency. Those revisions were adopted by the City Council on November 15, 2011.

In 2016, the City Council adopted minor changes to the Schedule and since that time additional minor legislative and legal changes have prompted further updates which are herein presented for approval. Due to the ever-changing legal requirements at the State and Federal level, and to ensure the City follows industry best practices, it is recommended that the City Council authorize future such updates to

**STAFF MEMBER PRESENTING:** Al C. Boling, Assistant City Manager

Prepared by: Vicki Kasad  
Department: Records Management  
City Manager Approval: 

Submitted to Council/O.H.A. 03/20/2018  
Approved: \_\_\_\_\_  
Continued to: \_\_\_\_\_  
Denied: \_\_\_\_\_

9

the schedule be prepared, approved and implemented by the Records Management Director under the direction of the City Manager and in consultation with the City Clerk.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, MAKING REVISIONS AND UPDATING CITY RECORDS RETENTION SCHEDULES AND AMENDING RESOLUTION NOS. 2010-048, 2011-070 and 2016-113.

WHEREAS, the maintenance of numerous records is expensive, slows document retrieval, and is not necessary after a certain period of time for the effective and efficient operation of the government of the City of Ontario; and

WHEREAS, Sections 34090 of the Government Code of the State of California provides a procedure whereby any City record which has served its purpose and is no longer required may be destroyed; and

WHEREAS, the State of California has adopted guidelines for retention period for various government records; and

WHEREAS, the City Council of the City of Ontario adopted Resolution No. 2010-048 adopting a records retention schedule.

NOW, THEREFORE, the City Council of the City of Ontario does resolve as follows:

SECTION 1. Resolution Nos. 2010-048, 2011-070 and 2016-113 are hereby amended.

SECTION 2. The records of the City of Ontario, as set forth in the Records Retention Schedule Exhibit A, attached hereto and incorporated herein by this reference, are hereby authorized to be destroyed as provided by Section 34090 et seq. of the Government Code of the State of California and in accordance with the provisions of said schedule upon the request of the Department Head and with the consent in writing of the Records Management Director, and in consultation with the City Clerk, without further action by the City Council of the City of Ontario.

SECTION 3. With the consent of the Records Management Director, City Manager and City Attorney, updates are hereby authorized to be made to the Records Retention Schedule without further action by the City Council.

SECTION 4. The term "records" as used herein shall include documents, instruction, books, microforms, electronic files, magnetic tape, optical media or papers as defined by the California Public Records Act.

SECTION 5. The City Clerk shall certify to the passage of this Resolution by the City Council of the City of Ontario, and it shall thereupon take effect.

PASSED, APPROVED, AND ADOPTED this 20<sup>th</sup> day of March, 2018.

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PAUL S. LEON, MAYOR

ATTEST:

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SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

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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. 2018-    was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held March 20, 2018 by the following roll call vote, to wit:

AYES:            MAYOR/COUNCIL MEMBERS:

NOES:            COUNCIL MEMBERS:

ABSENT:         COUNCIL MEMBERS:

\_\_\_\_\_  
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2018-    duly passed and adopted by the Ontario City Council at their regular meeting held March 20, 2018.

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SHEILA MAUTZ, CITY CLERK

(SEAL)

## RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS

Office of Record	Retention No.	Records Description	Retention / Disposition					Comments / Reference		
			Active (in office)	Inactive (Records Manag. or Imaged)	Total Retention	Vital?	Media Options		Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?
(OFR)										
<i>Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>Litigation, claims, complaints, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Records Management	CW-001	Accident / Injury Reports / Patron Incident Form: <b>PUBLIC</b>  (Send Employee Reports to Risk Management)	2 years		2 years		Mag, Ppr			GC §34090
Admin. Services / Fiscal Services / Accounts Payable	CW-002	Accounts Payable, Invoices, Petty Cash, <a href="#">Travel Reimbursement</a> , Warrant Requests, etc.  <b>If ALL backup is forwarded to Finance</b>	Copies - When No Longer Required		Copies - When No Longer Required	Yes: Before Payment	Mag, Ppr			All originals go to Fiscal Services (these are copies); GC §34090.7
Lead Dept.	CW-003	Affidavits of Publications / Public Hearing Notices / Legal Advertising / Affidavits of Posting	2 years		2 years		Mag, Mfr, OD, Ppr			Brown Act challenges must be filed within 30 or 90 days of action; Statute of Limitations on Municipal Government actions is 3 - 6 months; <del>GCP §§337 et seq, 349.4</del> ; GC §§34090, 54960.1(c)(1)
City Clerk	CW-004	Agenda Packets / Staff Reports:  City Council, Housing Authority, Redevelopment Financing Authority, Redevelopment Agency / Successor Agency	Copies - When No Longer Required		Copies - When No Longer Required		Mag, Mfr, OD, Ppr	S	Yes: After 2 years	GC §34090.7

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Admin. Services / Budget	CW-015	Budgets - Finals	Copies - When No Longer Required		Copies - When No Longer Required	Yes: Current Fiscal Year	Mag, Mfr, OD, Ppr	S/I	Yes: After 5 years	GC §34090.7
Admin. Services / Fiscal Services	CW-016	Cash Receipts Detail / Backup	Copies - When No Longer Required		Copies - When No Longer Required		Mag, Ppr			All detail is sent to Fiscal Services; GC §34090.7
City Clerk	CW-017	Claims	Copies - When No Longer Required (Upon Settlement)		Copies - When No Longer Required (Upon Settlement)	Yes: Before Settlement	Mag, Mfr, OD, Ppr	S/I	Yes: After Settlement	City Clerk is OFR for lawsuits; Risk Management administers claim; GC §§34090.7, 34090.6
Lead Dept.	CW-018	Committees Internal - Attended by employees: All Records (e.g. Records Management Committee, In-House Task Forces, etc.)	2 years		2 years		Mag, Ppr			GC §34090
Lead (Responding) Dept.	CW-019	Complaints / Concerns from Citizens (operational)	When No Longer Required - Minimum 2 years		When No Longer Required - Minimum 2 years		Mag Ppr			City Preference; Statute of Limitations for personal property, fraud, etc. is 3 years; Claims must be filed in 6 months; CCP §§338 et seq., 340 et seq., 342, <del>GC §§945.6,</del> GC §34090
	CW-020	Contracts: See Agreements								

**RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS**

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	CW-021	Copies or duplicates of any record	Copies - When No Longer Required		Copies - When No Longer Required		Mag Ppr		GC §34090.7
	CW-022	Correspondence - <b>ROUTINE</b> <u>(Content relates in a substantive way to the conduct of the public's business)</u>  (e.g. Administrative, Subject, Chronological, General Files, Letters, Memorandums, Miscellaneous Reports, Press Releases, Public Records Requests, Reading File, Working Files, etc.)	When No Longer Required - <b>Minimum 2 years</b>		When No Longer Required - <b>Minimum 2 years</b>		Mag, Ppr		Department Preference; GC §34090



Office of Record	Retention No.	Records Description	Retention / Disposition						Comments / Reference
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Dept. that Authors Document or Receives the City's Original Document	CW-023	Correspondence - <b>TRANSITORY / PRELIMINARY DRAFTS,</b> Interagency and Intraagency Memoranda not retained in the ordinary course of business  <u>Content NOT Substantive, or NOT made or retained for the purpose of preserving the informational content for future reference</u>  (e.g. calendars, checklists, e-mail or social media postings <del>NOT made or retained for the purpose of preserving the informational content for future reference</del> , instant messaging, inventories, invitations, logs, mailing lists, meeting room registrations, speaker slips, supply inventories, telephone messages, <u>text messages</u> , transmittal letters, thank yous, requests from other cities, undeliverable envelopes, visitors logs, voice mails, webpages, etc.)	When No Longer Required		When No Longer Required			Mag, Ppr	Electronic and paper records are filed and retained based upon their content. E-mails or social media postings <u>where either the Content relates in a substantive way to the conduct of the public's business, or ARE made or retained for the purpose of preserving the informational content for future reference</u> are saved by printing them out and placing them in a file folder, or saving them electronically; if not mentioned here, consult the City Attorney to determine if a record is considered transitory / preliminary drafts. GC §§34090, 6252, 6254(a); 64 Ops. Cal. Atty. Gen. 317 (1981)); <u>City of San Jose v. Superior Court (Smith), S218066. Supreme Court of California, 2017</u>

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Lead Dept.	CW-028	Grants / Reimbursable Claims / Subventions / CDBG (SUCCESSFUL Reports, other records required to pass the funding agency's audit, if required)  Send Grant Financial Reports to Fiscal Services  Applications (successful), program rules, regulations & procedures, reports to grant funding agencies, correspondence, audit records, completion records	2 years	After Funding Agency Audit, if Required - Minimum 5 years	After Funding Agency Audit, if required - Minimum 5 years		Mag, Ppr			Meets auditing standards; Grants covered by a Consolidated Action Plan are required for 5 years; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report or final payment of grantee or subgrantee; statewide guidelines propose 4 years; <del>2 CFR 200.333, 7-CFR-3016.42; 21-CFR 1403.36 &amp; 1403.42(b); 24 CFR 85.42, 91.105(h), 92.505, &amp; 570.502(b), 28-CFR 66.42; 29 CFR 97.42; 40-CFR 31.42; 44-CFR 13.42; 45-CFR 92.42;</del> OMB Circular A-133.320(g); GC §34090
City Attorney	CW-029	Lawsuits, Litigation, Pending Litigation	Copies - When No Longer Required (Upon Settlement)		Copies - When No Longer Required (Upon Settlement)	Yes: Before Settlement	Mag, Mfr, OD, Ppr	S/I	Yes: After Settlement	Risk Management administrates claim; GC §§34090.7, 34090.6
Lead Dept.	CW-030	Leave Slips	When No Longer Required		When No Longer Required		Mag, Ppr			Preliminary draft / transitory record; GC §34090, GC §6252, 6254(a)

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Lead Dept. (Who Ordered the Appraisal)	CW-042	Real Estate Appraisal Reports (Acquisition or Sale): Property <b>NOT</b> purchased, Loans not funded, etc.	2 years		2 years			Mag, Ppr		Not accessible to the public; Statewide Guidelines show 2 years; GC §§34090, 6254(h)	
Lead Dept. (Who Ordered the Appraisal)	CW-043	Real Estate Appraisal Reports (Acquisition or Sale): <b>Purchased</b> Property, Funded Loans	2 years	When No Longer Required - Minimum 3 years	When No Longer Required - <b>Minimum 5 years</b>	Yes: Before Purchase		Mag, Mfr, OD, Ppr	S	Yes: After Inactive	Not accessible to the public until purchase has been completed; meets grant auditing requirements; <a href="#">2 CFR 200.333</a> ; 24 CFR <del>85.42(b)</del> ; 24 CFR 91.105(h), 24 CFR 97.42(b), 24 CFR 570.502(b); 29 CFR 97.42, GC §34090
City Clerk / Records Manage.	CW-044	Records Destruction Lists / Certificate of Records Destruction	Copies - When No Longer Required		Copies - When No Longer Required			Mag, Ppr			GC §34090.7
Lead Dept.	CW-045	Reference Materials: Brochures, Manuals, <a href="#">Newsletters</a> , & Reports: Produced by <b>YOUR Department</b>	When No Longer Required - <b>Until Superseded + 2 years</b>		When No Longer Required - <b>Until Superseded + -2 years</b>			Mag, Ppr			Statewide guidelines propose superseded + 2 or 5 years; GC §34090
Lead Dept.	CW-046	Reference Materials: Brochures, Manuals, <a href="#">Newsletters</a> , & Reports: Produced by <b>YOUR Department</b>	When No Longer Required		When No Longer Required			Mag, Ppr			Copies; GC §34090.7

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	CW-047	Reference Materials: Brochures, Manuals, Newsletters & Reports: Produced by <b>YOUR Department</b>	When No Longer Required		When No Longer Required			Mag, Ppr			Non-Records
	CW-048	Reference or Working Files: See Correspondence									
Lead Dept.	CW-049	Reports and Studies (Historically significant - e.g., Zoning Studies)	10 years	P	P			Mag, Mfr, OD, Ppr	S/I	Yes: After 10 years	Administratively and Historically significant, therefore retained permanently; GC §34090
Lead Dept.	CW-050	Reports and Studies (other than Historically significant reports - e.g. Annual Reports)	5 years		5 years			Mag, Ppr			Information is outdated after 5 years; statewide guidelines propose 2 years; If historically significant, retain permanently; GC §34090
City Clerk	CW-051	Resolutions City Council, Housing Authority, Redevelopment Financing Authority, Redevelopment Agency / Successor Agency	Copies - When No Longer Required		Copies - When No Longer Required	Yes (all)		Mag, Mfr, OD, Ppr	S	No	Originals maintained by City Clerk Permanently; GC §34090.7
City Clerk	CW-052	RFPs (Request for Proposals) and/or RFQs (Request for Qualifications)	Copies - When No Longer Required		Copies - When No Longer Required			Mag, Ppr			GC §34090.7
Lead Dept.	CW-053	Solicitations NOT Managed by Purchasing	2 years	3 years	5 years			Mag, Ppr			Meets municipal government auditing standards; Statewide guidelines propose audit + 4 years; GC §34090

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Admin. Services / Fiscal Services / Payroll	CW-059	Time Sheets / Time Cards / Overtime Sheets / Overtime Cards (Prior to Kronos)  <b>ALL DEPARTMENTS EXCEPT Fire, Library, Police, Municipal Utilities, Community &amp; Public Services</b>	Copies - When No Longer Required		Copies - When No Longer Required			Mag, Mfr, OD, Ppr  S	No	Originals maintained by Fiscal Services / Payroll - except for Fire, Library, Police, Municipal Utilities, Community & Public Services; GC §34090.7
Lead Dept.	CW-060	Training - ALL COURSE RECORDS (Attendance Rosters, Outlines and Materials; includes Ethics & Safety training, Tailgate Training Meetings)	2 years	5 years	7 years			Mag, Mfr, OD, Ppr  S	Yes: When Inactive	Department preference; Ethics Training is 5 years; Statewide guidelines propose 7 years; Calif. Labor Division is required to keep their OSHA records 7 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years for personnel actions; 8 CCR §3203 et seq., 29 CFR <a href="#">1602.31</a> <del>1627-3(b)(ii)</del> , LC §6429(c); GC §§12946, 34090, 53235.2(b)

## RECORDS RETENTION SCHEDULE: ADMINISTRATIVE SERVICES

Office of Record (OFR)	Retention No.	Records Description	Retention / Disposition						Comments / Reference	
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Admin. Services / Budget	ASD-ADM-009	Budgets - Work Papers	3 years	2 years	5 years		Mag, Ppr		Department Preference to meet auditing standards; GC §34090	
Admin. Services / Budget	ASD-ADM-010	Parking Tax Statements and Schedules	1 year	4 years	5 years	Yes: Until Paid	Mag, Ppr		Meets municipal government auditing standards; Statewide guidelines propose audit + 4 years; GC §34090	
Admin. Services / Budget	ASD-ADM-011	Transient Occupancy Tax Statements and Schedules	1 year	4 years	5 years	Yes: Until Paid	Mag, Ppr		Meets municipal government auditing standards; Statewide guidelines propose audit + 4 years; GC §34090	
<b>ADMIN. SERVICES / FISCAL SERVICES / ACCOUNTS PAYABLE</b>										
Admin. Services / Fiscal Services / Accounts Payable	ASD-FIS-001	Accounts Payable / Check Copies / Invoices and Backup / Credit Card Statements / Credit Card Receipts / Processed City Utility Invoices	2 years	3 years	5 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S / I	Yes: After 1 year	Meets municipal government auditing standards; Statewide guidelines propose audit + 4 years; GC §34090
<b>ADMIN. SERVICES / FISCAL SERVICES</b>										
Admin. Services / Fiscal Services	ASD-FIS-002	1099's / 1096, etc.	5 years		5 years		Mag, Ppr		IRS: 4 years after tax is due or paid (longer for auditing & contractor delinquency); Ca. FTB: 3 years; 26 CFR 31.6001-1, R&T §19530, GC §34090; <a href="#">29 USC 436</a>	
Admin. Services / Fiscal Services	ASD-FIS-003	Bank Statements, Bank Reconciliations	2 years	3 years	5 years		Mag, Ppr		Published articles show 3 - 4 years; GC §34090, 26 CFR 31.6001-1	

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Admin. Services / Fiscal Services	ASD-FIS-014	Reports: Annual State or Federal: State Controller's Report, Local Government Compensation Report, Obligation Payment Schedules, Due Diligence Reviews, Statement of Indebtedness, Street Report, HCD Report, Maintenance of Effort, Possessory Interest, EDD / Independent Contractors, AB 2766, AQMD, County Property Tax Apportionment, Grant Financial & Certification Reports, Statutory Pass-through, AB 1389, <a href="#">Housing Successor Agency</a> , <a href="#">Housing Assets Fund Report</a> , etc.	5 years		5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After 1 year	Department Preference; GC §34090
Admin. Services / Fiscal Services	ASD-FIS-015	Reports: Various Financial Reports OTHER than Year End G/L - Month-end G/L Reports, Land Held for Resale, Trustee Files (including retention), etc.	When No Longer Required		When No Longer Required		Mag, Ppr			Transitory records not retained in the ordinary course of business Financial system qualifies as a trusted system and can re-create reports accurately; statewide guidelines propose 2 years; GC §34090
Admin. Services / Fiscal Services	ASD-FIS-016	Returned Checks (NSF, etc.)	1 year	4 years	5 years	Yes: Until Paid	Mag, Ppr			Meets municipal government auditing standards; Statewide guidelines propose audit + 4 years; GC §34090

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Admin. Services / Revenue Services	ASD-REV-014	Invoice Adjustments and Authorizations	1 year	4 years	5 years		Mag, Ppr		Department Preference (meets municipal government auditing standards); GC §34090
Admin. Services / Revenue Services	ASD-REV-015	Meter Reading Records / Read Registers	When No Longer Required		When No Longer Required		Mag, Ppr		Copies / Preliminary Drafts (the database is the original); GC §34090 et seq.
Admin. Services / Admin.	ASD-REV-017	Remittance Processor Database / Payment Stubs	When No Longer Required		When No Longer Required	Yes	Mag		Preliminary drafts not retained in the ordinary course of business - images of stubs that are returned, etc. GC §34090 et seq.
Admin. Services / Revenue Services	ASD-REV-018	Revenue Billing Database	Indefinite		Indefinite	Yes	Mag		Data Fields / Records are interrelated; GC §34090
Admin. Services / Revenue Services	ASD-REV-019	Temporary Hydrant Meters (pools, construction)	1 year	4 years	5 years		Mag, Ppr		City Preference for drinking water regulations; CCP §§338 et seq., 340 et seq., 342, <del>GC-§§945.6</del> . GC §34090
Admin. Services / Revenue Services	ASD-REV-020	Utility Billing Database	Indefinite		Indefinite	Yes	Mag		Data Fields / Records are interrelated; GC §34090
Admin. Services / Revenue Services	ASD-REV-021	Weight Tickets / Commercial Roll-offs / Solid Waste	1 year	4 years	5 years		Ppr		Meets municipal government auditing standards; GC §34090
<b>ADMIN. SERVICES / SPECIAL ASSESSMENT DISTRICTS</b>									



**RECORDS RETENTION SCHEDULE: CITY ATTORNEY**

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
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<i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
City Attorney	ATY-001	Amicus Briefs	When No Longer Required - <b>Minimum 2 years</b>		When No Longer Required - <b>Minimum 2 years</b>			Mag. Ppr		Department Preference; GC §34090
City Attorney	ATY-002	Lawsuits / Litigation	Final Resolution	5 years	Final Resolution + 5 years	Yes: Until Resolution	Mag, Mfr, OD, Ppr	S	Yes: After 5 years	Department Preference; Covers various statute of limitations; CCP §§ 337 et seq.; GC §§ 911.2, <del>945.6</del> , 34090, 34090.6; PC §832.5

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<b>CITY CLERK</b>											
Lead Dept.	CLK-001	Affidavits of Publications / Public Hearing Notices / Legal Advertising / Affidavits of Posting	2 years		2 years			Mag, Mfr, OD, Ppr			Brown Act challenges must be filed within 30 or 90 days of action; Statute of Limitations on Municipal Government actions is 3 - 6 months; <del>CCP §§337 et seq, 349.4</del> ; GC §§34090, 54960.1(c)(1)
City Clerk	CLK-002	Agenda Packets / Staff Reports / Results  City Council, Housing Authority, Redevelopment Financing Authority, Redevelopment Agency / Successor Agency / Oversight Board	P		P	Yes: Until After Meeting		Mag, Mfr, OD, Ppr	S/I	Yes: After 2 years	Department Preference (The minutes are the permanent record); GC §34090 et seq.
City Clerk	CLK-003	Agreements & Contracts - <b>ALL INFRASTRUCTURE</b>  <i>Agreement or Contract includes all contractual obligations (e.g. RFP, RFQ, Scope of Work or Successful Proposal, Amendments), and Initial Insurance Certificate</i>	Completion	P	P	Yes: Before Completion		Mag, Mfr, OD, Ppr	S	Yes: After 2 years	Department Preference; All infrastructure, JPAs, & Mutual Aid contracts should be permanent for emergency preparedness; Statute of Limitations is 4 years; 10 years for Errors & Omissions; land records are permanent by law; CCP §§337. 337.1(a), 337.15, 343; GC §34090, Contractor has retention requirements in 48 CFR 4.703(a)
City Clerk	CLK-004	Agreements & Contracts - <b>ALL Litigation Settlements</b>	P		P	Yes		Mag, Mfr, OD, Ppr	S	Yes: After 2 years	Department Preference; GC §34090

Office of Record (OFR)	Retention No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Records Manag. or Imaged)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>Litigation, claims, complaints, audits, public records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>										
City Clerk	CLK-017	Economic Interest Filings & Logs (FPPC 700 Series Forms - Statement of Economic Interests): <b>PUBLIC OFFICIALS</b> (Elected. Includes City Council Members, Planning Commission Members, City Manager, City Treasurer & City Attorney - "87200 filers")	4 years	3 years	7 years		Mag, Mfr, OD, Ppr	S	Yes: After 2 years	Department Preference; City maintains copies only; original statements are filed with FPPC; GC §81009(f)&(g)
City Clerk	CLK-018	FPPC Form 801 (Gift to Agency Report)	4 years		4 years		Mag, Ppr			Must post on website; <del>2-CCR-18944.2(e)(3)(G)</del> ; GC §81009(e)
City Clerk	CLK-019	FPPC Form 802 (Tickets Provided by Agency Report)	7 years		7 years		Mag, Ppr			Must post on website for 4 years; GC §81009(e)
City Clerk	CLK-080	FPPC Form 803 (Behested Payment Report)	P		P		Mag, Ppr			FPPC Regulation 18734(c); GC §81009e
City Clerk	CLK-081	FPPC Form 804 (Agency Report of New Positions)	P		P		Mag, Ppr			FPPC Regulation 18734(c); GC §81009e
City Clerk	CLK-082	FPPC Form 805 (Agency Report of Consultants)	7 years		7 years		Mag, Ppr			GC §34090; GC §81009(e)
City Clerk	CLK-083	FPPC Form 806 (Agency Report of Public Official Appointments)	7 years		7 years		Mag, Ppr			Must post on website; 2 CCR 18702.5(b)(3); GC §34090; GC §81009(e)
<b>CITY CLERK ELECTIONS - CONSOLIDATED</b>										
City Clerk	CLK-020	Campaign Statements (FPPC 400 Series Forms & Form 501): <b>SUCCESSFUL CANDIDATES</b> (Elected Officials)	2 years	P	P		Mag, Mfr, OD, Ppr	S	Yes: After 2 years	Paper must be retained for at least 2 years; GC §81009(b)&(g)
City Clerk	CLK-021	Campaign Statements (FPPC 400 Series Forms & Form 501): <b>UNSUCCESSFUL CANDIDATES</b>	2 years	3 years	5 years		Mag, Mfr, OD, Ppr	S	Yes: After 2 years	Paper must be retained for at least 2 years; GC §81009(b)&(g)

Office of Record (OFR)	Retention No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Records Manag. or Imaged)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>Litigation, claims, complaints, audits, public records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>										
City Clerk	CLK-038	Voter Index Copies used as the Voting Record at Polling Places		6 mo.	6 mo.		Ppr		EC §17304	
City Clerk	CLK-039	Voter Index Original		5 years	5 years		Ppr		EC §17001	
<b>(End of Elections Section)</b>										
<a href="#">City Clerk</a>	<a href="#">CLK-084</a>	<a href="#">Enterprise System Catalogue (posted on line)</a>	<a href="#">2 years</a>		<a href="#">2 years</a>		<a href="#">Mag</a>		<a href="#">GC §§34090</a>	
City Clerk	CLK-041	Franchise Fee Tax	2 years	3 years	5 years		Mag, Ppr		Meets municipal government auditing standards; GC §34090	
City Clerk	CLK-042	Historical Records (e.g. Articles of Incorporation, City Seal, Awards of significant historical interest, etc.)	P		P		Mag, Mfr, OD, Ppr	S/I	No	City Clerk determines historical significance; records can address a variety of subjects and media; GC §34090
City Clerk	CLK-043	Legal Opinions	P		P	Yes	Mag, Mfr, OD, Ppr	S	Yes: After QC	Department Preference; GC §34090
City Clerk	CLK-044	Maddy Act List / Vacancy List (List of Local Appointments)	2 years		2 years		Mag, Ppr			GC §34090
City Clerk	CLK-045	Master Appointment List / Roster of Elected and Appointed Officials (Board & Committee Members, etc.)	P		P		Mag, Mfr, OD, Ppr	S/I	No	Retained for Historical Value, GC §34090
City Clerk	CLK-046	Minutes City Council, Housing Authority, Redevelopment Financing Authority, Redevelopment Agency / Successor Agency / Oversight Board	1 year	P	P	Yes (all)	Mag, Mfr, OD, Ppr	S	No	GC §34090
City Clerk	CLK-047	Notes, Trust Deeds and Loan Agreements	P		P	Yes	Mag, Mfr, OD, Ppr	S	No	Department Preference; GC §34090

## RECORDS RETENTION SCHEDULE: CODE ENFORCEMENT

Office of Record	Retention No.	Records Description	Retention / Disposition					Destroy Paper after Imaged & QC'd?	Comments / Reference
			Active (in office)	Inactive (Records Manag. or Imaged)	Total Retention	Vital?	Media Options		
(OFR)									
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>									
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>									
<i>Litigation, claims, complaints, audits, public records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>									
Code Enforce.	COD-001	Assessments Transmitted to County Assessor	2 years	5 years	7 years		Mag, Ppr		Department Preference to meet auditing standards; GC §34090
Code Enforce.	COD-002	Code Enforcement / Abatement Case Files (Includes appeals, Code Enforcement Complaint Letters, Special Assessments / NAP - Notice of Administrative	2 years	1 year	3 years	Yes: Until Close	Mag, Mfr, OD, Ppr	S / I	Yes: After QC Department Preference; Case is open until satisfactorily resolved (some cases are not resolved); City Clerk maintains original staff reports and resolutions that are presented to Council; CFC §104.3.4, GC §34090
Code Enforce.	COD-003	Code Enforcement Database (includes rental inspection & code enforcement abatement)	Indefinite		Indefinite	Yes	Mag		Data Fields / Records are interrelated; GC §34090
City Clerk	COD-004	Complaints, Code Enforcement / Abatement Case Files  <b>Notice of Rescissions, Recorded Liens &amp; Releases</b>	Copies - When No Longer Required		Copies - When No Longer Required	Yes: Until Resolution	Mag, Mfr, OD, Ppr	S / I	Yes: After QC GC §34090.7
<a href="#">Code Enforce.</a>	<a href="#">COD-007</a>	<a href="#">Temporary Homeless Services Area Files (Temporary Permits, Applications, Correspondence, etc.)</a>	<a href="#">2 years</a>		<a href="#">2 years</a>		<a href="#">Mag, Ppr</a>		<a href="#">GC §34090</a>
Code Enforce.	COD-005	Parking Citations	2 years		2 years		Mag, Ppr		GC §34090
Code Enforce.	COD-006	Rental Inspections	When No Longer Required		When No Longer Required		Mag, Ppr		Preliminary Drafts / Transitory Records (all documentation is stored in Code Enforcement Database); GC §34090

## RECORDS RETENTION SCHEDULE - COMMUNITY &amp; PUBLIC SERVICES AGENCY

Office of Record	Retention No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Records Manag. or Imaged)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?
<i>If the record is not listed here, refer to the Retention for Citywide Standards</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>Litigation, claims, complaints, audits and/or investigations suspend normal retention periods (retention begins after settlement).</i>										
Commun. & Public Services / Library	CPS-LIB-014	E-Rate Records (Discounted Internet Access)	5 years		5 years		Mag, Ppr		FCC requires 5 years after the last day of delivery of discounted services; FCC order 04-190(B)(1)(46); GC §34090	
Commun. & Public Services / Library	CPS-LIB-006	Endowment Fund / Memorial Account	5 years		5 years		Mag, Ppr		Department Preference (meets municipal government auditing standards; GC §34090	
Commun. & Public Services / Library	CPS-LIB-007	Grants: <a href="#">CLLS (California Library Literacy Services)</a> ; <a href="#">LSCA (Library Services and Construction)</a> , <a href="#">LSTA (Library Services and Technology)</a> , <a href="#">IMLS (Institute of Museum &amp; Library Services)</a> , and <a href="#">PLF (Public Library Foundation) ONLY</a> . For all others, follow City-wide Schedule. (SUCCESSFUL Reports, and Financial Information) Send copy of application and award to Administrative Services	Final Expenditure + 5 years		When No Longer Required - Minimum Final Expenditure + 5 years		Mag, Mfr, OD, Ppr	S	Per California State Library Records Management Program Requirements (April 27, 1998); GC §34090	
Commun. & Public Services / Library	CPS-LIB-008	Historical Records of Significant Historical Value	Placed in Library Collection (P)		Placed in Library Collection (P)	Yes	Mag, Mfr, OD, Ppr	S	No	Department Preference; GC §34090
Commun. & Public Services / Library	CPS-LIB-009	Library Board of Trustees <b>Agendas, Agenda Packets</b>	1 year	P	P		Mag, Ppr			Brown Act challenges must be filed within 30 or 90 days of action; GC §§34090, 54960.1(c)(1)

## RECORDS RETENTION SCHEDULE - FIRE

Office of Record	Retention No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Records Manag. or Imaged)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>Litigation, claims, complaints, public records requests, audits and/or investigations suspend normal retention periods (retention begins after settlement).</i>										
Fire / EMS	FIR-EMS-007	Patient Care Reports / PCRs / Paramedic Release Forms (EMS transportation): <b>JUVENILES</b>	3 years	17 years	20 years		Mag, Mfr, OD, Ppr	S	Yes: After 1 year	Department Preference; adults required for 7 years; minors until 1 year after age 18, but not less than 7 years; 10 years is recommended by AHIMA for "healthcare providers"; Statute of Limitations for health providers is 3 years; CCP §340.5, GC §34090; H&S §§1797.98(e) 123145; 42 CFR 482.24(b); 9 CCR 9444, 22 CCR 70751(c) & 71551(c); 22 CCR 70751(c), 71551(c), 73543(a), 74731(a), 75055(a), 75343(a), 77143(a), W&I 14124.1; CMS Pub. 100-4, Chapter 1, Section 110.3
Fire / EMS	FIR-EMS-008	Personnel <b>Medical Files</b> for Fire Employees Includes Respiratory Fit Tests and Vaccination Consents	Separation + 30 years		Separation + 30 years		Mag, Ppr			Department Preference; Claims can be made for 30 years for toxic substance exposure; Claims are required for five years after the end of compensation, or injury, whichever is longer; 8 CCR §3204(d)(1) et seq., <a href="#">8 CCR 5144</a> , 8 CCR 10102, 15400.2; GC §§12946, 34090
Fire / EMS	FIR-EMS-009	Vaccination Consent / Flu Shot Consent, including H1N1 (City Employees & Public)	When No Longer Required	10 years	10 years		Ppr			Required by the County's agreement; GC §34090

**RECORDS RETENTION SCHEDULE - FIRE**

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference	
			Active (in office)	Inactive (Records Manag. or Imaged)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd		
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>											
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>											
<i>Litigation, claims, complaints, public records requests, audits and/or investigations suspend normal retention periods (retention begins after settlement).</i>											
<b>FIRE MARSHAL / FIRE PREVENTION</b>											
Fire / Fire Marshal & Fire Prevention	FIR-PRE-001	Building Occupancy Files: Business Inspection Files / Operational Permits / Citations / Notice of Violations ( <a href="#">Approvals, Inspections, Fires, Modification / Alternative Methods or Materials</a> )	Life of Building - <b>Minimum 5 years</b>		Life of Building - <b>Minimum 5 years</b>			Mag, Mfr, OD, Ppr	S/I	Yes: After 5 years	Required for the Life of the Structure or Activity, or Minimum 5 years <a href="#">for Approvals, Inspections, Fires, Modification / Alternative Methods or Materials</a> ; CFC §§ 104.6 – 104.6.4, GC §34090
Planning & Building	FIR-PRE-002	Conditions of Approval	When No Longer Required		When No Longer Required			Mag, Ppr			Preliminary Drafts or Copies; GC §34090 et seq.
Fire / Fire Marshal & Fire Prevention	FIR-PRE-003	Fire Code Permits / Special Event Permits / Fire Works Permits (assembly permits, candle permits, tent permits, fire hydrant use, open flame, etc.)	<a href="#">Minimum 2 5</a> years		<a href="#">Minimum 2 5</a> years	Yes: Before Event		Mag, Mfr, OD, Ppr	S/I	Yes: After 2 years	Department Preference; <del>CFC §§ 104.6 – 104.6.4</del> , GC §34090
Fire / Fire Marshal & Fire Prevention	FIR-PRE-010	Fire Sprinkler Testing / Backflows NFPA 25 Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems	Minimum 2 years		Minimum 2 years			Mag, Ppr			NFPA standards require life of the system for original (installation) records; 1 year for subsequent records (inspections, tests and maintenance); NFPA 25 §§4.34 & 4.3.5
Fire / Fire Marshal & Fire Prevention	FIR-PRE-007	Fire System Construction Plans (Alarm, Sprinkler, etc.)	1 year	Life of Building	Life of Building			Mag, Mfr, OD, Ppr	S/I	Yes: After QC	Department Preference (copies - Building is the OFR); GC §34090.87



## RECORDS RETENTION SCHEDULE: HUMAN RESOURCES

Office of Record	Retention No.	Records Description	Retention / Disposition						Comments / Reference
			Active (in office)	Inactive (Records Manag. or Imaged)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>									
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>									
<i>Litigation, claims, complaints, audits, public records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>									
Human Resources	HRD-024	<a href="#">1095-C (Employer-Provided Health Insurance Offer and Coverage)</a>	4 years		4 years		Mag, Ppr		<a href="#">Department Preference: IRS: 4 years after tax is due or paid; 6 CFR 31.6001-1(e)(2); GC §§34090</a>
Human Resources	HRD-001	Classification / Reorganization Studies (for employee classifications and department structures)	When No Longer Required - <b>Minimum 3 years</b>		When No Longer Required - <b>Minimum 3 years</b>		Mag, Ppr		Department Preference; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 - 3 years; retirement benefits is 6 years from last action; 29 CFR 1602.31 & 1627.3(b)(2), GC §§12946, 34090; <del>29 USC 1113</del>
Human Resources	HRD-002	Compensation Surveys & Studies	When No Longer Required - <b>Minimum 3 years</b>		When No Longer Required - <b>Minimum 3 years</b>		Mag, Ppr		Department Preference; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 - 3 years; retirement benefits is 6 years from last action; 29 CFR 1602.31 & 1627.3(b)(2), 8 CCR §3204(d)(1) et seq., GC §§12946, 34090; <del>29 USC 1113</del>
Human Resources	HRD-003	Equal Opportunity Employment - Complaints / Department of Fair Employment & Housing (DFEH or EEOC) Claims - <b>EMPLOYEES</b>	When No Longer Required - <b>Minimum Separation + 3 years</b>		When No Longer Required - <b>Minimum Separation + 3 years</b>		Mag, Ppr		Department Preference; All State and Federal laws require retention until final disposition of formal complaint; State requires 2 years after "fully and finally disposed"; 2 CCR 11013(c); GC §§12946, 34090

**RECORDS RETENTION SCHEDULE: HUMAN RESOURCES**

Office of Record (OFR)	Retention No.	Records Description	Retention / Disposition							Comments / Reference	
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<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>											
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>											
<i>Litigation, claims, complaints, audits, public records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>											
Human Resources	HRD-008	I-9s	Separation + 3 years		Separation + 3 years					Mag, Ppr	Non-citizens must re-certify periodically; RICA recommends Required for 1 year from termination or 3 years from hiring, whichever is later; EEOC / FLSA / ADEA (Age) requires 3 years for "any other forms of employment inquiry"; State Law requires 2 -3 years; 8 CFR - 274a.2; 29 CFR 1627.3(b)(i); GC §§12946, 34090; INA 274A(b)(3); INS Rule 274a.1(b)(2)
Human Resources	HRD-009	Job Descriptions / Job Specifications	When No Longer Required - Minimum Superseded / Deleted	When No Longer Required - Minimum Superseded / Deleted + 30 years	When No Longer Required - Minimum Superseded / Deleted + 30 years					Mag, Ppr	Department Preference; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 - 3 years; retirement benefits is 6 years from last action; 29 CFR 1602.31 & 1627.3(b)(2), 8 CCR §3204(d)(1) et seq., GC §§12946, 34090; <del>29 USC 4113</del>
Human Resources	HRD-010	LiveScan Response Analysis Sheets - <b>Employees</b>  Includes subsequent arrest notifications	When No Longer Required		When No Longer Required					Mag, Ppr	Department Preference; clearances are documented in the Personnel file; DOJ allows retention for legitimate business needs; must be maintained in a secure and confidential file; DOJ Information Bulletin No. 02-17-BCII; GC§ 34090 et seq.

## RECORDS RETENTION SCHEDULE: HUMAN RESOURCES

Office of Record	Retention No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Records Manag. or Imaged)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?
(OFR)										
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>Litigation, claims, complaints, audits, public records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>										
Human Resources	HRD-011	LiveScan Response Analysis Sheets - <b>Volunteers</b>  Includes subsequent arrest notifications	When No Longer Required		When No Longer Required			Mag, Ppr		Department Preference; clearances are documented in the Volunteer file; DOJ allows retention for legitimate business needs; must be maintained in a secure and confidential file; DOJ Information Bulletin No. 02-17-BCII; GC§ 34090 et seq.
Human Resources	HRD-012	LiveScan Response Analysis Sheets - <b>NOT Hired / Unsuccessful Volunteers</b>	When No Longer Required		When No Longer Required			Mag, Ppr		Department Preference; clearances / non-clearances are documented in the recruitment file; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 - 3 years; 29 CFR 1602.31 & 1627.3(b)(ii), GC §§12946, 12960, 34090; <del>29-<b>USC-1113</b></del> , LC 1174
City Clerk	HRD-013	MOUs / Memoranda of Understanding, Interpretations	Copies - When No Longer Required		Copies - When No Longer Required	Yes while current		Mag Ppr		GC §34090.7
Human Resources	HRD-014	Negotiation Binders / Notes, Side Letters, Correspondence, etc.	When No Longer Required - <b>Minimum Until Superseded</b>		When No Longer Required - <b>Minimum Until Superseded</b>			Mag, Ppr		Department Preference; GC §34090

## RECORDS RETENTION SCHEDULE: HUMAN RESOURCES

Office of Record (OFR)	Retention No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Records Manag. or Imaged)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?
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<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>Litigation, claims, complaints, audits, public records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>										
Human Resources	HRD-015	Personnel Files - <b>HR Working File</b>  Includes ADA Accommodations	Separation + 1 year	2 years	When No Longer Required - <b>Minimum Separation + 3 years</b>	Yes: Until Separation	Mag, Ppr		Department Preference; statute of limitations for retirement benefits is 6 years from last action; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 - 3 years; 29 CFR 1602.31 & 1627.3(b)(ii), GC §§12946, 60201; 29 USC 1113	
Human Resources	HRD-016	Personnel Files - <b>General File - All Employees</b>	Separation + 1 year	29 years		Separation + 30 years	Yes: Until Separation	Mag, Ppr		Department Preference; statute of limitations for retirement benefits is 6 years from last action; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 - 3 years; 29 CFR <a href="#">1602.14</a> , 1602.31 & 1627.3(b)(ii), -GC §§12946, 60201; 29 USC 1113; <a href="#">GC §3105</a> ; <a href="#">LC §1198.5</a>
Human Resources	HRD-017	Personnel Rules	Superseded + 3 years	P		P		Mag, Mfr, OD, Ppr	S	Yes: After QC Department Preference; 29 CFR 1602 et seq & 1627.3(a)(5) and (6), 8 CCR §11040(7.( c)), GC §§12946, 34090

Office of Record (OFR)	Retention No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Records Manag. or Imaged)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>										
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<i>Litigation, claims, complaints, audits, public records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>										
<b>HOUSING &amp; MUNICIPAL SERVICES AGENCY</b>										
Municipal Utilities / Housing & Municipal Services Agency	MUC-H&MSA-001	AQMD Permits (Generators, etc.)	5 years		5 years		Mag, Ppr			40 CFR 70.6; GC §34090
Municipal Utilities / Housing & Municipal Services Agency	MUC-H&MSA-002	Certifications: Overhead Crane, Vehicles, etc.	5 years		5 years		Mag, Ppr			Department Preference; City has "cradle to grave" liability); only 3 years is mandated; 22 CCR 66262.40; GC §34090
Municipal Utilities / Housing & Municipal Services Agency	MUC-H&MSA-003	Disposal Receipts / Manifests -- <b>Hazardous Waste / Certificates of Disposal</b>	5 years	P	P		Mag, Ppr			Department Preference (test results for hazardous waste generators are required for 3 years); 8 CCR 3204(d)(1)(B), 22 CCR 66262.40
Municipal Utilities / Housing & Municipal Services Agency	MUC-H&MSA-004	Generator Operation Logs (for <b>Fixed / Stationary generators</b> ) / Inspections	3 years		3 years		Mag, Ppr			<a href="#">AQMD Rule 1470</a> : <del>Department Preference (2-years is required by AQMD)</del> ; GC §34090
<a href="#">Municipal Utilities / Housing &amp; Municipal Services Agency</a>	<a href="#">MUC-H&amp;MSA-019</a>	Generator Operation Logs (for <b>Portable /Emergency Generators</b> )	5 years		5 years		Mag, Ppr			<a href="#">AQMD Rule 1470</a> ; Form 400-E-13a instructions, GC §34090

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Records Manag. or Imaged)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	
(OFR)										
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>Litigation, claims, complaints, audits, public records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>										
Municipal Utilities / Division Providing Service / Work	MUC-H&MSA-018	Work Orders / Service Requests - <b>NOT entered in CMMS Database</b> (or partial information entered into CMMS Database)  (Division providing service retains originals; Division requesting service is considered a copy)	5 years		5 years					Mag Ppr  City Preference; CCP §§338 et seq., 340 et seq., 342, <del>GC §§945.6</del> , GC §34090
<b>HOUSEHOLD HAZARDOUS WASTE / RECYCLING</b>										
Municipal Utilities / HHW & Recycling	MUC-HHW-001	Annual Report - HHW	3 years		3 years					Mag, Ppr  GC §60201, 14 CCR 18812.4
Municipal Utilities / HHW & Recycling	MUC-HHW-002	Cal-EPA ID Number	5 years	P	P				Yes: 5 years	Mag, Mfr, OD, Ppr S / I Department Preference; GC §34090 et seq.
Municipal Utilities / HHW & Recycling	MUC-HHW-003	Electronic Waste / e-waste / Covered Electronic Waste (CEW) <b>Net Cost Reports (to State), Recertification</b>	5 years		5 years					Mag, Ppr  Department Preference (meets auditing standards); GC §34090
Municipal Utilities / HHW & Recycling	MUC-HHW-004	Electronic Waste / e-waste / Covered Electronic Waste (CEW) <b>Permits</b>	5 years	P	P				Yes: 5 years	Mag, Mfr, OD, Ppr S / I Department Preference; GC §34090 et seq.
Municipal Utilities / HHW & Recycling	MUC-HHW-010	Facility Hazardous Waste Reduction Plan (SB 14 Report)	5 years	Until Superseded	Until Superseded - <b>Minimum 5 years</b>				Yes: 5 years	Mag, Mfr, OD, Ppr S / I Department Preference; GC §34090 et seq.

Office of Record	Retention No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Records Manag. or Imaged)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?
(OFR)										
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>Litigation, claims, complaints, audits, public records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>										
Municipal Utilities / Wastewater Collection	MUC-WAS-003	CCTV Collection Line Inspection Tapes / Video Inspections / Video Tapes or Digital Recordings (all lines)	When No Longer Required		When No Longer Required		Mag			Department Preference; GC §34090 et seq.
Municipal Utilities / Wastewater Collection	MUC-WAS-004	Complaints	When No Longer Required - Minimum 2 years		When No Longer Required - Minimum 2 years		Mag, Ppr			Department Preference; GC §34090
Municipal Utilities / Wastewater Collection & Water Dist.	MUC-WAS-005	Confined Space Entries	2 1/2 years		2 3/4 years		Mag, Ppr			8 CCR 5157(d)(14) & (e)(6); <a href="#">29 CFR 1910.146(e)(6)</a> ; GC §34090
Municipal Utilities / Wastewater Collection	MUC-WAS-006	Correspondence - Regulatory Agencies	When No Longer Required - Minimum 2 years		When No Longer Required - Minimum 2 years	Yes: While Active Issues	Mag, Ppr			Department Preference; Some correspondence from Regulatory Agencies need to be retained for long periods of time; GC §34090
Municipal Utilities / Wastewater Collection	MUC-WAS-007	Flow Measurements	When No Longer Required - Minimum 3 years		When No Longer Required - Minimum 3 years		Mag, Ppr			Department Preference; GC §34090
Municipal Utilities / Wastewater Collection	MUC-WAS-008	Industrial Pre-Treatment Files (by Address)	When No Longer Required - Minimum 3 years		When No Longer Required - Minimum 3 years		Mag, Mfr, OD, Ppr	S / I	Yes: 5 years	Department Preference; GC §34090

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
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<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>Litigation, claims, complaints, audits, public records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>										
Municipal Utilities / Wastewater Collection	MUC-WAS-018	Wastewater / Audits, Sanitary Sewer Overflows (SSOs)	5 years		5 years					Department Preference; plans must be updated every 5 years, audits are required every 2 years; SSOs are Required for a minimum of 5 years; 40 CFR 122.41(j)(2); SWRCB Order 2006-03; 40 CFR 122.41(j)(2); GC §34090
Municipal Utilities / Division Providing Service / Work	MUC-WAS-019	Work Orders / Service Requests <b>CMMS DATABASE</b> (Computerized Maintenance Management System)	Indefinite		Indefinite				Mag	Data is interrelated; GC §34090
Municipal Utilities / Division Providing Service / Work	MUC-WAS-020	Work Orders / Service Requests <b>- All Information Entered in CMMS Database</b>	When No Longer Required		When No Longer Required				Mag Ppr	Preliminary drafts (the database is the original); GC §34090
Municipal Utilities / Division Providing Service / Work	MUC-WAS-021	Work Orders / Service Requests <b>- NOT entered in CMMS Database</b> (or partial information entered into CMMS Database)  (Division providing service retains originals; Division requesting service is considered a copy)	5 years		5 years				Mag Ppr	City Preference; CCP §§338 et seq., 340 et seq., 342, <del>GC §§945.6</del> , GC §34090



Office of Record (OFR)	Retention No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Records Manag. or Imaged)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>Litigation, claims, complaints, audits, public records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>										
Public Works / Water Dist.	MUC-WAT-007	Chains of Custody / Water Analysis & Sampling / Tabular Summaries: <b>Lead &amp; Copper</b>	2 years	10 years	12 years		Mag, Mfr, OD, Ppr	S / I	Yes: 2 years	Lead and Copper are required for 12 years or 2 compliance cycles (some compliance cycles are nine years); 22 CCR 64400.20; 22 CCR 64690.80; <a href="#">40 CFR 141.33(a)</a> ; <a href="#">40 CFR 141.91</a>
Municipal Utilities / Wastewater Collection & Water Dist.	MUC-WAT-008	Confined Space Entries	<del>2</del> 3 years		<del>2</del> 3 years		Mag, Ppr			8 CCR 5157(d)(14) & (e)(6); <a href="#">29 CFR 1910.146(e)(6)</a> ; GC §34090
Municipal Utilities / Water Ops	MUC-WAT-009	Customer Concerns / Customer Complaints: Odor / Taste / Visual Complaints	5 years		5 years		Mag, Ppr			5 years is required in State and Federal law for any complaints; 40 CFR 122.41(j)(2) & 40 CFR 141.33(b); 22 CCR 64470
Municipal Utilities / Water Ops	MUC-WAT-010	Environmental Agencies / Regulatory Agencies Correspondence (EPA, DHS, etc.)	When No Longer Required - <b>Minimum 2 years</b>		When No Longer Required - <b>Minimum 2 years</b>		Mag, Ppr			Department Preference; GC §34090
Municipal Utilities / Water Ops	MUC-WAT-011	Hydrant Flow Testing & Modeling	When No Longer Required - <b>Minimum 1 year</b>	1 year	When No Longer Required - <b>Minimum 2 years</b>		Mag, Ppr			GC §34090 et seq.
Municipal Utilities / Water Ops	MUC-WAT-012	Hydrant Inspections / Flushing / Valve Exercises / Valve Activations	When No Longer Required - <b>Minimum 1 year</b>	1 year	When No Longer Required - <b>Minimum 2 years</b>		Mag, Ppr			GC §34090

**RECORDS RETENTION SCHEDULE: MUNICIPAL UTILITIES COMPANY**

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference	
			Active (in office)	Inactive (Records Manag. or Imaged)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?		
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>											
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>											
<i>Litigation, claims, complaints, audits, public records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>											
Municipal Utilities / Division Providing Service / Work	MUC-WAT-032	Work Orders / Service Requests - <b>NOT entered in CMMS Database</b> (or partial information entered into CMMS Database)  (Division providing service retains originals; Division requesting service is considered a copy)	5 years		5 years					Mag Ppr	City Preference; CCP §§338 et seq., 340 et seq., 342, <del>GC §§945.6</del> , GC §34090

## RECORDS RETENTION SCHEDULE: POLICE

Office of Record (OFR)	Retention No.	Records Description	Retention / Disposition						Comments / Reference
			Active (in office)	Inactive (Records Manag. or Imaged)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>									
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>									
<i>Litigation, claims, complaints, audits, public records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>									
Police / Admin. / Chief	POL-CHF-005	Internal Affairs Investigations / Disciplinary Files / Complaints / <del>Civilian Citizens</del> Complaints (all)	Final Disposition + 5 years		Final Disposition + 5 years		Mag, Ppr		State requires for at least 5 years for <del>civilian Citizen's</del> complaints; other State & Federal laws require retention until final disposition of formal complaint; State requires 2 years after action is taken; Statute of Limitations is 4 years <u>after the discovery of the offense</u> for misconduct in office; <del>-IA and Statewide guidelines recommend 25 years for officer involved shootings;</del> EVC §1045(b)(1), GC §§12946, 34090, PC §§801.5, 803(c), 832.5(b), VC §2547
Police / Admin. / Chief	POL-CHF-006	Permits: Massage Establishments, Security Company	Change of Ownership / Close + 5 years		Change of Ownership / Close + 5 years		Mag, Ppr		Department Preference; GC §34090 et seq.
Police / Admin. / Chief	POL-CHF-007	Permits: Massage Technicians, Security Guards	Separation from Company + 5 years		Separation from Company + 5 years		Mag, Ppr		Department Preference; GC §34090 et seq.
Police / Admin. / Chief	POL-CHF-008	Reports and Studies regarding Police operations (not historical manpower, etc.)	When No Longer Required - <b>Minimum 2 years</b>		When No Longer Required - <b>Minimum 2 years</b>		Mag, Ppr		Department Preference; GC § 34090 et seq.

**RECORDS RETENTION SCHEDULE: POLICE**

Office of Record	Retention No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Records Manag. or Imaged)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>Litigation, claims, complaints, audits, public records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>										
Police / AS / Records	POL-ASD-012	CRIME REPORTS / INCIDENT REPORTS: (includes Warrants)  <b>ALL, Except Those Specifically Mentioned in the Schedule</b>  Criminal & Non-Criminal, Misdemeanors & Felonies, 5150	When No Longer Required - <b>Minimum 5 years</b>		When No Longer Required - <b>Minimum 5 years</b>	Yes	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC	Department Preference; Provided there are no outstanding warrants, unrecovered identifiable items, criminal deaths, they are not historically significant, and it is not classified under PC §800 & 290 <b>and H&amp;S §11850</b> ; Stat. of Limit. is 2 yrs; Destroy juvenile marijuana after age18; H&S §11361.5, GC §34090, PC §802, PC §800 et seq.
Police / AS / Records	POL-ASD-014	CRIME REPORTS / INCIDENT REPORTS: (includes Warrants)  <b>Factually Innocent</b> Petition Accepted Records Sealed Pending Destruction - Except those with outstanding stolen property, including firearms, or lost firearms	Date of Arrest + 3 years		Date of Arrest + 3 years	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC	Individual petitions District Attorney; ("Shall" Destroy); GC §34090; PC §851.8(a)

**RECORDS RETENTION SCHEDULE: POLICE**

Office of Record (OFR)	Retention No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Records Manag. or Imaged)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
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Police / AS / Records	POL-ASD-015	CRIME REPORTS / INCIDENT REPORTS: (includes Warrants)  <b>FELONIES - SERIOUS, VIOLENT, HOMICIDES, CHILD OR ELDER ABUSE</b>	P		P	Yes	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC	Department Preference; <a href="#">DOJ retains CACI (Child Abuse Central Index) information for adults 100 years</a> ; others have no limitations on commencement of action; Courts keep permanently PC §§ 261, 286, 288, 288a, 288.5, 289, 289.5, 290, 799, 803(h), <a href="#">11169 et seq.</a> ; <a href="#">11170(a)</a> ; WIC 707(b)
Police / AS / Records	POL-ASD-016	CRIME REPORTS / INCIDENT REPORTS: (includes Warrants)  <b>Juvenile Investigations Except Child Abuse or Severe Neglect. (Substantiated)</b>	Sealing Date + 5 years (Or Court Order)		Sealing Date + 5 years (or Court Order)	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC	Statute of Limitations runs up to age of majority + 8 years; sealed records for juveniles and wards of the Court must be destroyed 5 years after sealing date; CCP §§340.1, GC §34090; W&I §§389(a), 781(d)
Police / AS / Records	POL-ASD-017	CRIME REPORTS / INCIDENT REPORTS: (includes Warrants)  Misdemeanor or Infraction - <b>Adult Marijuana</b> - H&S §11357(b)(c)(d)(e) or H&S §11360(b) (with procedure in H&S §11361.5) - Except those with outstanding stolen property, including firearms, or lost firearms	2 years		2 years	Yes: Before Disposition	Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC	("Shall" Destroy); H&S §11361.5

## RECORDS RETENTION SCHEDULE: POLICE

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<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>									
<i>Litigation, claims, complaints, audits, public records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>									
Police / AS / Records	POL-ASD-027	Rap Sheets	When No Longer Required		When No Longer Required		Mag, Ppr		Preliminary drafts; GC §34090 et seq.
Police / AS / Records	POL-ASD-028	Registrants: Arson - <b>Adults</b>	5 years	<a href="#">P, or Death of Registrant</a>	<a href="#">P, or Death of Registrant</a>		Mag, Mfr, OD, Ppr	S/M/I	Yes: After 5 years  Department Preference; Pursuant to PC §457.1 et seq.; required to register for life; If released from CYA, records are destroyed after age 25 or sealing pursuant to W&I §781; GC §34090
Police / AS / Records	POL-ASD-029	Registrants: Arson - <b>Juveniles</b> released from California Youth Authority	Age 25 or Sealing Date + 5 years		Age 25 or Sealing Date + 5 years		Mag, Mfr, OD, Ppr	S/M/I	Yes: After QC  Pursuant to PC §457.1 et seq.; If released from CYA, records are destroyed after age 25 or sealing pursuant to W&I §781; GC §34090
Police / AS / Records	POL-ASD-030	Registrants: Narcotic	Last Arrest + 5 years		Last Arrest + 5 years		Mag, Ppr		Department Preference; Registration is required for 5 years; GC §34090, H&S §11590 et seq., H&S §11594(a)
Police / AS / Records	POL-ASD-031	Reports: Monthly Statistics / Uniform Crime Reports (UCR) - Summaries (BCS)	When No Longer Required		When No Longer Required		Mag, Ppr		Filed on line with the State; Department preference; GC §34090
Police / AS / Records	POL-ASD-032	Reports: Parking Ticket	2 years		2 years		Mag, Ppr		GC §34090 et seq.
Police / AS / Records	POL-ASD-033	Repossessed Vehicles	When No Longer Required		When No Longer Required		Mag, Ppr		Preliminary draft to notify PD that car has not been stolen; GC §34090
Police / AS / Records	POL-ASD-034	RMS Database	Indefinite		Indefinite	Yes	Mag		Data Fields / Records are interrelated; GC §34090
Police / AS / Records	POL-ASD-040	Search Warrants	2 years		2 years		Mag, Ppr		Department Preference; GC §34090

## RECORDS RETENTION SCHEDULE: POLICE

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<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>									
<i>Litigation, claims, complaints, audits, public records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>									
<b>INVESTIGATIONS BUREAU (DETECTIVES)</b>									
Police / Investigat.	POL-DET-001	Guns: Dealers Record of Sale (DROS)	2 years		2 years		Mag, Ppr		GC §34090
Police / Investigat.	POL-DET-002	Informant Files	When No Longer Required - <b>Minimum 2 years</b>		When No Longer Required - <b>Minimum 2 years</b>		Ppr, Mag		Department Preference; GC §34090 et seq.
Police / Investigat.	POL-DET-003	Investigation Files and Arrest Files / Detective's Files	Transferred into Record's Files		Transferred into Record's Files		Ppr, Mag		Transfer all Official Reports to Records to be placed in the Day Files.
Police / Investigat.	POL-DET-004	ONIN Database	Indefinite		Indefinite	Yes	Mag		Data Fields / Records are interrelated; GC §34090
Police / Investigat.	POL-DET-005	Pawn Slips	When No Longer Required - <b>Minimum 2 years</b>		When No Longer Required - <b>Minimum 2 years</b>		Mag, Ppr		Department Preference to provide information to other agencies; Non-records used for investigations; Originals entered into the State Automated Property System; most agencies retain for 2 years; GC §34090
Police / Investigat.	POL-DET-006	Registrants: Sex Offenders - <b>Adults</b>	P, <u>or Death of Registrant</u>		P, <u>or Death of Registrant</u>		Mag, Mfr, OD, Ppr	S/M/I	No Department Preference; <a href="#">After 2021, Offenders can petition Court for removal 10 or 20 years after offense, provided there are no subsequent offenses</a> ; Pursuant to PC §290 et seq.

**RECORDS RETENTION SCHEDULE: POLICE**

Office of Record (OFR)	Retention No.	Records Description	Retention / Disposition						Destroy Paper after Imaged & QC'd?	Comments / Reference	
			Active (In office)	Inactive (Records Manag. or Imaged)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan			
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>											
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Police / Investigat.	POL-DET-007	Registrants: Sex Offenders - Juveniles	P or Sealing Date + 5 years (or Court Order)		P or Sealing Date + 5 years (or Court Order)			Mag, Mfr, OD, Ppr	S/M/I	No	<a href="#">After 2021, Offenders can petition Court for removal 10 or 20 years after offense, provided there are no subsequent offenses:</a> Pursuant to PC §290 et seq.; W&I §781;



## RECORDS RETENTION SCHEDULE: POLICE

Office of Record  (OFR)	Retention No.	Records Description	Retention / Disposition						Comments / Reference
			Active (in office)	Inactive (Records Manag. or Imaged)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>									
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>									
<i>Litigation, claims, complaints, audits, public records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>									
Police / Investigat. / Forensics & Evidence	POL-FOR-008	Gun and Narcotics Destruction Log (Documents related to)	P		P		Mag, Ppr		Department Preference to be consistent with Statewide guidelines; GC §34090
Police / Investigat. / Forensics & Evidence	POL-FOR-009	Latent Prints / Fingerprints (Those not in LiveScan)	Follows the Retention Period of the Crime Report		Follows the Retention of the Crime Report		Mag, Ppr		Department Preference; GC §34090
Police / Investigat. / Forensics & Evidence	POL-FOR-010	Mug Shots	Follows the Retention Period of the Arrest Record		Follows the Retention of the Arrest Record		Mag, Mfr, OD, Ppr	S / I Yes: After 1 year	Department Preference; GC §34090
Police / Investigat. / Forensics & Evidence	POL-FOR-011	Officer Recordings: Body-Worn Cameras – LOGS of Access or Deletion of Data	P		P		Mag		PC§ 832.18(b)(5)(E); GC §34090.6 et seq.
Police / Investigat. / Forensics & Evidence	POL-FOR-012	Officer Recordings: Body-Worn Cameras - that ARE evidence, Officer Involved Shootings / Detention or Arrest / Complaints	Follows Retention for Evidence, Minimum 2 years		Follows the Retention of the Evidence, Minimum 2 years		Mag		PC§ 832.18(b)(5)(B)&(C); GC §34090.6 et seq.
Police / Investigat. / Forensics & Evidence	POL-FOR-013	Officer Recordings: Body-Worn Cameras - that are NOT evidence	Minimum 60 days		Minimum 60 days		Mag		PC§ 832.18(b)(5)(A); GC §34090.6 et seq.
Police / Investigat. / Forensics & Evidence	POL-FOR-014	Officer Recordings: Mobile Audio Video (MAV) Recordings that are NOT evidence	2+ years		2+ years		Mag		Those segments of videos that are determined to be evidence are retained as evidence; <a href="#">Consistent with Lexipol Section 422</a> ; GC §34090.6 et seq.

## RECORDS RETENTION SCHEDULE: RISK MANAGEMENT

Office of Record	Retention No.	Records Description	Retention / Disposition						Comments / Reference		
			Active (in office)	Inactive (Records Manag. or Imaged)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?	
(OFR)											
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>											
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>											
<i>Litigation, claims, complaints, audits, public records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>											
Risk Manag.	RSK-001	Accident Reports that do Not result in a Claim / Patron Injury Reports (Public Injuries)	2 years		2 years			Mag, Ppr			GC §34090
Risk Manag.	RSK-002	Claims - Liability	Settlement + 1 year	5 years	Settlement + 6 years	Yes: Until Resolution	Mag, Mfr, OD, Ppr	S	Yes: After 5 years		Department Preference; Covers various statute of limitations; CCP §§ 337 et seq.; GC §§ 911.2, 945-6; 34090, 34090.6; PC §832.5
Risk Manag.	RSK-003	Cost Estimates for Damage to City Property (damaged stop signs, signals, vehicle accident repair, etc.)	Copies - When No Longer Required		Copies - When No Longer Required	Yes: Before Payment	Mag, Ppr				All originals go to Finance (these are copies); GC §34090.7
Risk Manag.	RSK-004	DMV - Employee Certification Form	Until Separation		Until Separation		Mag, Ppr				GC §34090
Risk Manag.	RSK-005	DMV Pull Notices	When Superseded		When Superseded		Mag, Ppr				CHP audits every 2 years; Bureau of National Affairs recommends 2 years for all supplementary Personnel records; GC §34090
Risk Manag.	RSK-006	Drug Testing Program / DOT Testing Program - Drug & Alcohol Test Results	2 years	3 years	5 years		Mag Ppr				D.O.T. Requires 5 years for positive tests, refusals, annual summaries, etc, 1 year for negative tests; EEOC / FLSA / ADEA (Age) requires 3 years physical examinations; State Law requires 2 years; 29 CFR 1627.3(b)(1)(v), GC §§12946, 34090; 49 CFR 655.71 et seq.; 49 CFR 382.401 et seq. 49 CFR 653.71

## RECORDS RETENTION SCHEDULE: RISK MANAGEMENT

Office of Record (OFR)	Retention No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Records Manag. or Imaged)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>Litigation, claims, complaints, audits, public records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>										
Risk Manag.	RSK-007	Insurance Policies: General Liability, Property, Public Employee Bonds / Fidelity Bonds / Dishonesty, etc.	When No Longer Required	P	P	Yes while current	Mag, Mfr, OD, Ppr	S	Yes: After 5 years	Department Preference; Statute of Limitations: Public official misconduct is discovery of offense + 4 years, retirement benefits is 6 years from last action; statewide guidelines propose Termination + 6 years; GC §§36507, 34090; PC §§801.5, 803(c); 29 USC 1113
Risk Manag.	RSK-008	OSHA Inspections & Citations, Log 200 and Log 300, 301, 301A, etc.	2 years	3 years	5 years		Ppr			Calif. Labor Division is required to keep their records 7 years; OSHA requires 5 years; State law requires 2 years; 8 CCR §3203(b)(1), 29 CFR 1904.33, <a href="#">OMB 1220-0029</a> , 8 CCR 14300.33; GC §34090; LC §6429c
Risk Manag.	RSK-009	Pre-Employment Physicals, DOT Physicals, Breathing Apparatus Fit Tests are retained in Fire's Medical File	Separation + 1 year	29 years	Separation + 30 years		Mag Ppr			Department Preference; Files maintained separately; Claims can be made for 30 years for toxic substance exposure; 8 CCR §3204(d)(1) et seq., 29 CFR 1910.1020(d)(1)(i), GC §§12946, 34090
Risk Manag.	RSK-010	Risk Management Database	Indefinite		Indefinite	Yes	Mag			Data Fields / Records are interrelated; GC §34090

## RECORDS RETENTION SCHEDULE: RISK MANAGEMENT

Office of Record (OFR)	Retention No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Records Manag. or Imaged)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?
<i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>Litigation, claims, complaints, audits, public records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i>										
Risk Manag.	RSK-011	Workers' Compensation / Employee Accident Reports - <b>FUTURE MEDICAL AWARDS</b>  Includes all Accident, Incident, or Injury Reports and associated MSDS, Refusal of Medical Treatment of an Industrial Accident	Until Closed	Separation + 75 years	Separation + 75 years		Mag, Mfr, OD, Ppr	S	Yes: When Inactive	Department Preference; Claims can be made for 30 years for toxic substance exposure; Claims are required for five years after the end of compensation, or injury, whichever is longer; <a href="#">8 CCR 5144</a> , 8 CCR §3204(d)(1) et seq., 8 CCR 10102, 15400.2; GC §§12946, 34090
Risk Manag.	RSK-012	Workers' Compensation / Employee Accident Reports - <b>NO FUTURE MEDICAL AWARD</b>  Includes all Accident, Incident, or Injury Reports and associated MSDS, Refusal of Medical Treatment of an Industrial Accident	Until Closed	Separation + 30 years or Termination of Benefits, whichever is longer	Separation + 30 years or Termination of Benefits, whichever is longer		Mag, Mfr, OD, Ppr	S	Yes: When Inactive	Department Preference; Claims can be made for 30 years for toxic substance exposure; Claims are required for five years after the end of compensation, or injury, whichever is longer; 8 CCR §3204(d)(1) et seq., <a href="#">8 CCR 5144</a> , 8 CCR 10102, 15400.2; GC §§12946, 34090

# CITY OF ONTARIO

Agenda Report  
March 20, 2018

SECTION:  
PUBLIC HEARINGS


**SUBJECT: A PUBLIC HEARING REGARDING THE ECONOMIC DEVELOPMENT SUBSIDY REPORT AND A RETENTION AND OPERATING COVENANT AGREEMENT BETWEEN THE CITY OF ONTARIO AND CARDINAL HEALTH, 200, LLC AND RGH ENTERPRISES, INC. PURSUANT TO GOVERNMENT CODE SECTION 53083; CONSIDERATION OF RESOLUTIONS ACCEPTING THE ECONOMIC DEVELOPMENT SUBSIDY REPORT, APPROVING THE RETENTION AND OPERATING COVENANT AGREEMENT, AND MAKING RELATED FINDINGS**

**RECOMMENDATION:** That the City Council take the following actions:

- (A) Hold the public hearing;
- (B) Adopt a resolution accepting the Economic Development Subsidy Report prepared pursuant to Government Code Section 53083 regarding a Retention and Operating Covenant Agreement (on file with the Records Management Department) by and between the City of Ontario and Cardinal Health, 200, LLC, a Delaware Limited Liability Company (“Cardinal Health”) and RGH Enterprises, Inc., an Ohio Corporation (“RGH Enterprises”);
- (C) Adopt a resolution approving the Retention and Operating Covenant Agreement, authorizing the City Manager to execute the Retention and Operating Covenant Agreement, and making related findings; and
- (D) Direct City staff to file a categorical exemption based upon the City Council’s finding that the impacts for this existing facility 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.

**COUNCIL GOALS: Invest in the Growth and Evolution of the City’s Economy  
Operate in a Businesslike Manner**

**STAFF MEMBER PRESENTING:** John P. Andrews, Economic Development Director

Prepared by: Nicholas Gonzalez  
Department: Economic Development  
City Manager Approval: 

Submitted to Council/O.H.A. 03/20/2018  
Approved: \_\_\_\_\_  
Continued to: \_\_\_\_\_  
Denied: \_\_\_\_\_

10

**FISCAL IMPACT:** Pursuant to the terms of the proposed Retention and Operating Covenant Agreement, the operating covenant payment between the City and Cardinal Health is calculated based on Cardinal Health's sales tax revenue in an amount equal to the sum of fifty percent (50%) of Cardinal Health's sales tax revenues attributable to the location for each computation quarter during the eligibility period.

The operating covenant payment between the City and RGH Enterprises is calculated based on RGH Enterprises' sales tax revenue in an amount equal to the sum of fifty percent (50%) of RGH Enterprises' sales tax revenues attributable to the location in excess of the quarterly base sales tax amount (i.e. \$30,000 quarterly) for each computation quarter during the eligibility period.

Entering into the Retention and Operating Covenant Agreement ensures that local sales tax revenue generated by Cardinal Health and RGH Enterprises, will continue to remain in the City.

**BACKGROUND:** Cardinal Health is a global retailer of healthcare services and products. The company currently operates a distribution and warehouse facility located at 4551 East Philadelphia Street. The former Ontario Redevelopment Agency and Cardinal Health entered into an Operating Covenant Agreement on April 18, 1990, which expired on December 31, 2017. Since the original agreement was signed, a subsidiary company of Cardinal Health, RGH Enterprises, has expanded into the City and currently leases a facility at 3980 East Earlstone Avenue. RGH Enterprises was never part of the original agreement with the Ontario Redevelopment Agency.

In light of Cardinal Health and RGH Enterprises' importance to the community, including job opportunities, staff recommends a Retention and Operating Covenant Agreement to incentivize Cardinal Health and RGH Enterprises to remain in the City, continue and expand their operations.

If approved, the Retention and Operating Covenant Agreement to Cardinal Health by the City will be an amount equal to 50% of sales tax revenues for as long as Cardinal Health remains within the City. RGH Enterprises will receive an amount equal to 50% of sales tax revenues in excess of the quarterly base sales tax amount of \$30,000 for as long as RGH Enterprises remains within the City.

The term of the proposed Retention and Operating Covenant Agreement shall commence on April 1, 2018 and continue in effect until the date upon which the City stops receiving sales tax revenue from Cardinal Health and RGH Enterprises, respectively.

The continued operations of Cardinal Health and RGH Enterprises within the City will result in the retention of 720 existing jobs, allow for the potential increase in job opportunities at each of their respective locations, foster a business and civic environment that may attract additional businesses and investment and create additional job opportunities in the City and further increase the jobs/housing balance in the City.

Senate Bill 533 went into effect on January 1, 2016. This bill prohibits a local agency from entering into an agreement that would result in the payment of local tax revenues to an entity if the agreement will result in a reduction of Bradley Burns local tax revenues to another local agency and the entity is maintaining a presence in the other local jurisdiction. Both Cardinal Health, 200, LLC and RGH Enterprises, Inc. currently have locations in the City of Ontario and allocate sales tax revenues to the City. The prohibitions in Senate Bill 533 are not applicable to this proposed Retention and Operating Covenant Agreement.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACCEPTING THE ECONOMIC DEVELOPMENT SUBSIDY REPORT PREPARED PURSUANT TO GOVERNMENT CODE SECTION 53083 REGARDING THE RETENTION AND OPERATING COVENANT AGREEMENT BETWEEN THE CITY OF ONTARIO AND CARDINAL HEALTH, 200, LLC AND RGH ENTERPRISES, INC.

WHEREAS, the City of Ontario ("City") and Cardinal Health, 200, LLC ("Cardinal Health") and RGH Enterprises, Inc. ("RGH Enterprises") have negotiated a Retention and Operating Covenant Agreement ("Agreement") for the retention of two existing facilities within the City; and

WHEREAS, pursuant to that Agreement, Cardinal Health and RGH Enterprises are committed to continue operating distribution and warehouse facilities in the City; and

WHEREAS, Cardinal Health and RGH Enterprises are also covenanted to, among other things, designate the City as the point of sale for certain transactions; and

WHEREAS, the City has agreed to purchase those covenants from Cardinal Health through quarterly payments equal to fifty percent (50%) of the sales tax, generated by transactions allocated to the facility; and

WHEREAS, the City has agreed to purchase those covenants from RGH Enterprises through quarterly payments equal to fifty percent (50%) of the sales tax, above a base sales tax amount, generated by transactions allocated to the facility; and

WHEREAS, based on information provided by City staff, and other such written and oral evidence as presented to the City, the City finds and determines that the allocation of funds to Cardinal Health and RGH Enterprises pursuant to the Agreement is reasonably related to a legitimate governmental purpose in that the retention of the two facilities will provide numerous public benefits including:

- Generating substantial revenue for the City through additional Local Sales Tax Revenue which may be used by the City for the funding of necessary public services and facilities, including but not limited to, public safety services and facilities, public improvements and recreational opportunities that otherwise may not be available to the community for many years; and
- Cardinal Health and RGH Enterprises' commitment to maintaining the two facilities in the City of Ontario will ensure the retention and creation of jobs and provide opportunity for additional job growth throughout the term of this Agreement; and
- Entering into this Agreement and retaining the two facilities may attract additional businesses and investment in the community due to increased services and economic activity in the area; and

- Retaining these businesses within the City will create jobs, maintain economic diversity in the community and stimulate the economic recovery of the Inland Empire by generating new opportunities for economic growth within the region; and
- Retaining Cardinal Health and RGH Enterprises' operations within the City will generate substantial revenue for the City, allow for the retention of jobs, revitalize an area of the City which has suffered a loss of jobs and businesses during the economic downturn of the mid-2000's, and result in community and public improvements that might not otherwise be available to the community for many years; and

WHEREAS, in accordance with Government Code Section 53083, the City provided certain information in written form to the public and on its website, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, and held a noticed public hearing on March 20, 2018 to consider all written and oral comments on the Economic Development Subsidy Report; and

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

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

SECTION 1. Incorporation of Recitals. The foregoing recitals are true and correct, and are incorporated herein and made an operative part of this Resolution.

SECTION 2. Findings. The City Council additionally finds and determines that (a) there are identifiable public purposes fulfilled by the Agreement, as set forth in the Recitals, that outweigh the benefit to private persons; and (b) the findings set forth in this Resolution are based upon substantial written and oral evidence presented to the City Council.

SECTION 3. CEQA. The City Council hereby finds that pursuant to the California Environmental Quality Act ("CEQA") (Pub. Res. Code, § 21000 et seq.) and the State CEQA Guidelines (Cal. Code Regs, tit. 14 § 15000 et seq.), approval of the Agreement and acceptance of the Economic Development Subsidy Report is not a "project" for purposes of CEQA and therefore is not subject to CEQA review. The Agreement and acceptance of the Economic Development Subsidy Report is not a project pursuant to State CEQA Guidelines section 15378(b)(4), which states that government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant environmental impact are not subject to CEQA. Further, the Agreement and acceptance of the Economic Development Subsidy Report is not a project under State CEQA Guidelines section 15061(b)(3), which states that CEQA does not apply 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.

In addition, the City Council will direct staff to file a categorical exemption with the County of San Bernardino for this location upon adoption of this Resolution.



SECTION 4. Acceptance of Economic Development Subsidy Report. The City Council finds and determines that this Economic Development Subsidy Report is in compliance with applicable law and specifically Government Code Section 53083.

SECTION 5. Severability. If any provision of this Resolution is held invalid, the remainder of this Resolution shall not be affected by such invalidity, and the provisions of this Resolution are severable.

SECTION 6. Effective Date. This Resolution shall become effective 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 20<sup>th</sup> day of March 2018.

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PAUL S. LEON, MAYOR

ATTEST:

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SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

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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. 2018-        was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held March 20, 2018 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. 2018-        duly passed and adopted by the Ontario City Council at their regular meeting held March 20, 2018.

\_\_\_\_\_  
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT A  
ECONOMIC DEVELOPMENT SUBSIDY REPORT

[Attached behind this cover page]

**ECONOMIC DEVELOPMENT SUBSIDY REPORT  
PURSUANT TO GOVERNMENT CODE SECTION 53083**

**FOR A RETENTION AND OPERATING COVENANT AGREEMENT  
BY AND BETWEEN  
CITY OF ONTARIO  
AND  
CARDINAL HEALTH, 200, LLC  
AND  
RGH ENTERPRISES, INC.**

Pursuant to Government Code Section 53083, the City Council of the City of Ontario must hold a noticed public hearing and, prior to the public hearing, provide all of the following information in written form and available to the public and through the City's website, regarding a proposed economic development subsidy to be provided by the City pursuant to a Retention and Operating Covenant Agreement by and between the City of Ontario and Cardinal Health, 200, LLC and RGH Enterprises, Inc. ("Agreement"). Notice was published in the local newspaper for a public hearing to be held on March 20, 2018.

The purpose of this report is to provide the information required pursuant to Government Code Section 53083 in regards to the Agreement. This report shall remain available to the public and posted on the City's website until the end date of the economic development subsidy, as further described in number 2 below.

**1. The name and address of all corporations or any other business entities, except for sole proprietorships, that are the beneficiary of the economic development subsidy.**

The Agreement is with Cardinal Health, 200, LLC, a Delaware Limited Liability Company and RGH Enterprises, Inc., an Ohio Corporation. Cardinal Health, 200, LLC and RGH Enterprises, Inc. are the sole beneficiaries of the economic development subsidy.

Cardinal Health, 200, LLC  
7000 Cardinal Place  
Dublin, OH 43017

RGH Enterprises, Inc.  
7000 Cardinal Place  
Dublin, OH 43017

**2. The start and end dates and schedule, if applicable, for the economic development subsidy.**

If the Agreement is approved by the City Council, the start date of the economic development subsidy for the Retention Agreement will be for the period commencing April 1, 2018 and continue until terminated by either party pursuant to the Agreement.

The economic development subsidy will be paid quarterly (every 3 months), within 120 days of the end of each Computation Quarter. Computation Quarters run from January 1 to March 31, April 1 to June 30, July 1 to September 30, and October 1 to December 31.

**3. A description of the economic development subsidy, including the estimated total amount of the expenditure of public funds by, or of revenue lost to, the local agency as a result of the economic development subsidy.**

Pursuant to the terms of the proposed Retention and Operating Covenant Agreement, the operating covenant payment between the City and Cardinal Health is calculated based on Cardinal Health's sales tax revenue in an amount equal to the sum of fifty percent (50%) of Cardinal Health's sales tax revenues attributable to the location for each computation quarter during the eligibility period.

The operating covenant payment between the City and RGH Enterprises is calculated based on RGH Enterprises' sales tax revenue in an amount equal to the sum of fifty percent (50%) of RGH Enterprises' sales tax revenues attributable to the location in excess of the quarterly base sales tax amount (i.e. \$30,000 quarterly) for each computation quarter during the eligibility period.

**4. A statement of the public purposes for the economic development subsidy.**

Cardinal Health is a global retailer of healthcare services and products. The company currently operates a distribution and warehouse facility located at 4551 East Philadelphia Street. The former Ontario Redevelopment Agency and Cardinal Health entered into an Operating Covenant Agreement on April 18, 1990, which expired on December 31, 2017. Since the original agreement was signed, a subsidiary company of Cardinal Health, RGH Enterprises, has expanded into the City and currently leases a facility at 3980 East Earlstone Avenue. RGH Enterprises was never part of the original agreement with the Ontario Redevelopment Agency.

In light of Cardinal Health and RGH Enterprises' importance to the community, including job opportunities, staff recommends a Retention and Operating Covenant Agreement to incentivize Cardinal Health to remain in the City, continue and expand their operations.

As one of the City's top sales tax producers, the City is committed to preserving continued growth and prosperity, which is consistent with City Council goals to invest in the growth and evolution of the City's economy. Through the sales tax revenue received, the City is able to fund necessary public services and facilities, including but not limited to, public safety services and facilities, public improvement and recreation opportunities that otherwise may not be available to the community for many years. Through this Agreement, Cardinal Health and RGH Enterprises will be committed to retaining and operating their two facilities in the City for transacting sales.

The public purpose of the economic development subsidy includes, but is not limited to, maintaining and creating jobs and stimulating the economic recovery of the Inland Empire. The City has determined that the retention of the two facilities within the City

will continue to generate substantial revenue for the City, retain jobs, revitalize an area of the City which has suffered a loss of jobs and businesses during the economic downturn of the mid-2000's, and result in community and public improvements that might not otherwise be available to the community for many years. Additionally, by having companies like Cardinal Health and RGH Enterprises remain in the City, the City will be adding diversity to and generating new opportunities for economic growth.

Further, the commitment to stay in Ontario serves the additional public purpose of fostering a business and civic environment that may attract additional businesses and investment in the community due to the availability of the increased public and private services and economic activity resulting therefrom, thereby assisting the City in its goal of furthering the development of the community.

**5. The projected tax revenue to the local agency as a result of the economic development subsidy.**

The City anticipates that the retention of the distribution and showroom facility within the City will result in an approximate increase of sales tax revenue by \$1,000,000 per year, minus the covenant payments to be paid to Cardinal Health and RGH Enterprises, as set forth in number 2 above.

There will also be an increase in other taxes including business license tax and real property taxes, in an approximate amount of \$50,000.

**6. The estimated number of jobs created by the economic development subsidy, broken down by full-time, part-time, and temporary positions.**

Cardinal Health covenants and agrees that entering into this Agreement will enable Cardinal Health to retain the existing workforce at the location subject to future market forces and create up to 20 additional jobs at the location during the term of the Agreement. RGH Enterprises covenants and agrees that entering into this Agreement will help enable RGH Enterprises to retain the existing workforce on the leased property subject to future market forces.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING THE RETENTION AND OPERATING COVENANT AGREEMENT BETWEEN THE CITY OF ONTARIO AND CARDINAL HEALTH, 200, LLC AND RGH ENTERPRISES, INC. AND MAKING RELATED FINDINGS.

WHEREAS, Cardinal Health, 200, LLC (“Cardinal Health”), a Delaware Limited Liability Company, and RGH Enterprises, Inc., an Ohio Corporation, currently have two existing distribution and warehouse facilities in the City of Ontario (“City”) may consider relocating its existing facilities out of the City; and

WHEREAS, to ensure that Cardinal Health and RGH Enterprises remains in the City and continues to expands its operations as appropriate for business reasons and subject to future market conditions, Cardinal Health and RGH Enterprises and the City have negotiated a Retention and Operating Covenant Agreement (“Agreement”) which provides incentives to ensure Cardinal Health and RGH Enterprises maintain their existing two locations within the City and expands its operations within the City as appropriate; and

WHEREAS, the City has determined that the retention of the two facilities within the City will generate substantial revenue for the City, allow for the retention of and the creation of new jobs, revitalize an area of the City which has suffered a loss of jobs and businesses during the economic downturn of the mid-2000’s, and result in community and public improvements that might not otherwise be available to the community for many years; and

WHEREAS, entering into this Agreement and ensuring the retention of the two facilities may attract additional businesses and investment to the community due to increased services and economic activity in the area; and

WHEREAS, on March 20, 2018, the City Council of the City of Ontario conducted a public hearing to consider the Agreement and concluded said hearing on that date; and

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

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

SECTION 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

SECTION 2. Findings. The City Council hereby finds that:

(a) Entering into this Agreement will serve the following public purposes:

(1) Cardinal Health and RGH Enterprises will be committed to retaining the two facilities in the City of Ontario.

(2) Retaining these businesses within the City will create jobs, maintain economic diversity in the community and stimulate the economic recovery of the Inland Empire by generating new opportunities for economic growth within the region.

(3) Retaining Cardinal Health and RGH Enterprises' facilities within the City will generate substantial revenue for the City, allow for the retention of jobs, revitalize an area of the City which has suffered a loss of jobs and businesses during the economic downturn of the mid-2000's, and result in community and public improvements that might not otherwise be available to the community for many years.

(4) Entering into this Agreement and ensuring the retention of the two facilities may attract additional businesses and investment in the community due to increased services and economic activity in the area.

(b) Based upon these and other public benefits the public purposes of the Agreement outweigh any private benefit to private persons or entities.

(c) Contingent Obligations. The City finds that each City obligation is contingent upon separate consideration by Cardinal Health and RGH Enterprises including but not limited to quarterly sales tax generation.

SECTION 3. CEQA Compliance. The City Council hereby finds that pursuant to the California Environmental Quality Act ("CEQA") (Pub. Res. Code, § 21000 et seq.) and the State CEQA Guidelines (Cal. Code Regs, tit. 14 § 15000 et seq.), approval of the Agreement is not a "project" for purposes of CEQA and therefore is not subject to CEQA review. The Agreement is not a project pursuant to State CEQA Guidelines section 15378(b)(4), which states that government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant environmental impact are not subject to CEQA. Further, the Agreement is not a project under State CEQA Guidelines section 15061(b)(3), which states that CEQA does not apply 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.

In addition, the City Council will direct staff to file a categorical exemption with the County of San Bernardino for this location upon adoption of this Resolution.

SECTION 4. Approve Agreement. The City Council hereby approves the Retention and Operating Covenant Agreement in the form attached to this Resolution as Exhibit A. The City Council hereby authorizes the City Manager, with the concurrence of the City Attorney, to execute said Agreement. City Manager is hereby authorized to take any additional steps necessary to facilitate the intent of this action.

SECTION 5. Implementation. The City Manager or his or her designee is hereby authorized and directed to, on behalf of the City, execute any and all documents in accordance with this Resolution and applicable law.



SECTION 6. Severability. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

SECTION 7. Certification. The City Clerk shall certify to the adoption of this Resolution.

SECTION 8. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED this 20<sup>th</sup> day of March 2018.

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PAUL S. LEON, MAYOR

ATTEST:

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SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

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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. 2018-     was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held March 20, 2018 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. 2018-     duly passed and adopted by the Ontario City Council at their regular meeting held March 20, 2018.

\_\_\_\_\_  
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT A  
RETENTION AND OPERATING COVENANT AGREEMENT

[Attached behind this cover page]

**[CARDINAL HEALTH 2018]**

**RETENTION AND OPERATING COVENANT AGREEMENT**

**BETWEEN**

**THE CITY OF ONTARIO**

**A CALIFORNIA MUNICIPAL CORPORATION,**

**AND**

**CARDINAL HEALTH, 200, LLC**

**A DELAWARE LIMITED LIABILITY COMPANY**

**AND**

**RGH ENTERPRISES, INC.**

**AN OHIO CORPORATION**

[Dated as of March \_\_, 2018 for reference purposes only]

## RECITALS

**THIS RETENTION AND OPERATING COVENANT AGREEMENT** (the “Covenant Agreement”) is made this \_\_\_ day of March, 2018, by and between **The City of Ontario**, a California municipal corporation (“City”), Cardinal Health, 200, LLC, a Delaware Limited Liability Company (“Owner”), and RGH Enterprises, Inc., an Ohio Corporation (“Lessee”).

**WHEREAS**, Owner is located at 4551 E. Philadelphia Street, Ontario and has been party to that certain Operating Covenant Agreement between Owner and the City of Ontario Redevelopment Agency, dated April 18, 1990, which expired on December 31, 2017; and

**WHEREAS**, with the expiration of that Operating Covenant Agreement Owner is considering relocating its existing facilities out of the City of Ontario; and

**WHEREAS**, Lessee is located at 3980 E. Earlstone Avenue, Ontario, but never party to an agreement with the City of Ontario Redevelopment Agency before now; and

**WHEREAS**, Owner and Lessee locations in the City of Ontario are collectively referred to herein as Property; and

**WHEREAS**, Owner and Lessee are affiliates of Cardinal Health, Inc., an Ohio Corporation; and

**WHEREAS**, the incentives provided in this Covenant Agreement are intended to ensure Owner and Lessee maintain their respective existing facilities within the City of Ontario and expand their operations within the City of Ontario as appropriate for business reasons and subject to future market conditions; and

**WHEREAS**, entering into this Agreement and giving Owner and Lessee an incentive to continue to conduct operations in the City of Ontario will generate substantial revenue for the City, enable Owner and Lessee to retain the existing workforce on the Property subject to future market forces and possibly create the potential for additional job growth on the Property, and continue to stimulate the economy in an area of the City of Ontario which has suffered a loss of jobs and businesses during the economic downturn of the mid-2000’s, and result in community and public improvements that might not otherwise be available to the community for many years.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, and for such other good and valuable consideration, the receipt of which is hereby acknowledged, the City, Owner and Lessee agree as follows:

### **ARTICLE 1. EFFECTIVE DATE; PARTIES; DEFINITIONS**

**1.1 Effective Date of Covenant Agreement.** This Cardinal Health 200, LLC and RGH Enterprises, Inc. Operating Covenant Agreement (“Covenant Agreement”) will become effective on the date on which all of the following are true (“Effective Date”):

**1.1.1** This Covenant Agreement has been approved and executed by the appropriate authorities of Owner and Lessee, as defined herein, and delivered to the City;

**1.1.2** Following all legally required notices and hearings, this Covenant Agreement has been approved by the City Council;

**1.1.3** This Covenant Agreement has been executed by the appropriate authorities of the City; and

If all of the foregoing conditions precedent have not been satisfied by April 1, 2018, then this Covenant Agreement may not thereafter become effective and any prior signatures and approvals of the Parties will be deemed void and of no force or effect.

## **1.2 Parties to Covenant Agreement.**

**1.2.1 The City.** The address of the City is 303 East B Street, Ontario, California 91764, Attention: Scott Ochoa; telephone (909) 395-2000; facsimile (909) 395-2189; with copies to John Brown, City Attorney, 2855 East Guasti Road, Suite 400, Ontario, CA 91761, Telephone: (909) 989-8584.

The City represents and warrants to Owner that, to the City's actual current knowledge:

(a) The City is a public body, corporate and politic, exercising governmental functions and powers and organized and existing under the laws of the State of California;

(b) The City has taken all actions required by law to approve the execution of this Covenant Agreement;

(c) The City's entry into this Covenant Agreement and/or the performance of the City's obligations under this Covenant Agreement does not violate any contract, agreement or other legal obligation of the City;

(d) The City's entry into this Covenant Agreement and/or the performance of the City's obligations under this Covenant Agreement does not constitute a violation of any state or federal statute or judicial decision to which the City is subject;

(e) There are no pending lawsuits or other actions or proceedings which would prevent or impair the timely performance of the City's obligations under this Covenant Agreement;

(f) The City has the legal right, power and authority to enter into this Covenant Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Covenant Agreement has been duly authorized and no other action by the City is requisite to the valid and binding execution, delivery and performance of this Covenant Agreement, except as otherwise expressly set forth herein; and

(g) The individual executing this Covenant Agreement is authorized to execute this Covenant Agreement on behalf of the City.

The representations and warranties set forth above are material consideration to Owner and the City acknowledges that Owner is relying upon the representations set forth above in undertaking Owner's obligations set forth in this Covenant Agreement.

As used in this Covenant Agreement, the term "City's actual current knowledge" shall mean, and shall be limited to, the actual current knowledge of the City Manager as of the Effective Date, without having undertaken any independent inquiry or investigation for the purpose of making such representation or warranty and without any duty of inquiry or investigation.

All of the terms, covenants and conditions of this Covenant Agreement shall be binding on and shall inure to the benefit of the City and its nominees, successors and assigns.

**1.2.2 Owner.** The address of Owner for purposes of this Covenant Agreement is 7000 Cardinal Place, Dublin, OH 43017; telephone 614-757-5000.

Owner represents and warrants to the City that, to its actual current knowledge:

(a) Owner is a duly formed limited liability company, qualified and in good standing to do business under the laws of the State of California;

(b) The individual(s) executing this Covenant Agreement is/are authorized to execute this Covenant Agreement on behalf of Owner;

(c) Owner has taken all actions required by law to approve the execution of this Covenant Agreement;

(d) Owner's entry into this Covenant Agreement and/or the performance of its obligations under this Covenant Agreement does not violate any contract, agreement or other legal obligation of Owner;

(e) Owner's entry into this Covenant Agreement and/or the performance of its obligations under this Covenant Agreement does not constitute a violation of any state or federal statute or judicial decision to which Owner is subject;

(f) There are no pending lawsuits or other actions or proceedings which would prevent or impair the timely performance of Owner's obligations under this Covenant Agreement;

(g) Owner has the legal right, power and authority to enter into this Covenant Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Covenant Agreement have been duly authorized and no other action by Owner is requisite to the valid and binding execution,

delivery and performance of this Covenant Agreement, except as otherwise expressly set forth herein; and

(h) Owner and its managerial personnel possess sufficient experience and qualifications necessary to conduct Owner's Sales Activities (hereinafter defined in Section 1.3.11) as required by this Covenant Agreement.

(i) Entering into this Agreement will enable the Owner to retain the existing workforce on the Property subject to future market conditions and possibly create the potential for additional job growth on the Property.

**1.2.3 Lessee.** The address of Lessee for purposes of this Covenant Agreement is 7000 Cardinal Place, Dublin, OH 43017; telephone 614-757-5000.

Lessee represents and warrants to the City that, to its actual current knowledge:

(a) Lessee is a duly formed corporation, qualified and in good standing to do business under the laws of the State of California;

(b) The individual(s) executing this Covenant Agreement is/are authorized to execute this Covenant Agreement on behalf of Lessee;

(c) Lessee has taken all actions required by law to approve the execution of this Covenant Agreement;

(d) Lessee's entry into this Covenant Agreement and/or the performance of its obligations under this Covenant Agreement does not violate any contract, agreement or other legal obligation of Lessee;

(e) Lessee's entry into this Covenant Agreement and/or the performance of its obligations under this Covenant Agreement does not constitute a violation of any state or federal statute or judicial decision to which Lessee is subject;

(f) There are no pending lawsuits or other actions or proceedings which would prevent or impair the timely performance of Lessee's obligations under this Covenant Agreement;

(g) Lessee has the legal right, power and authority to enter into this Covenant Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Covenant Agreement have been duly authorized and no other action by Lessee is requisite to the valid and binding execution, delivery and performance of this Covenant Agreement, except as otherwise expressly set forth herein; and



(h) Lessee and its managerial personnel possess sufficient experience and qualifications necessary to conduct Lessee's Sales Activities (hereinafter defined in Section 1.3.11) as required by this Covenant Agreement.

(i) Entering into this Agreement will enable the Lessee to retain the existing workforce on the Property subject to future market conditions and possibly create the potential for additional job growth on the Property.

The representations and warranties set forth herein are material consideration to the City and both Owner and Lessee acknowledge that the City is relying upon the representations set forth above in undertaking the City's obligations set forth above.

As used in this Covenant Agreement, the term "actual current knowledge of Owner and Lessee" shall mean, and shall be limited to, the actual current knowledge of Cardinal Health 200, LLC and RGH Enterprises, Inc., as of the Effective Date, without having undertaken any independent inquiry or investigation for the purpose of making such representation or warranty and without any duty of inquiry or investigation.

All of the terms, covenants and conditions of this Covenant Agreement shall be binding on and shall inure to the benefit of Owner and its permitted nominees, successors and assigns, and to the benefit of Lessee and its permitted nominees, successors and assigns. Wherever the term "Owner" is used herein, such term shall include any permitted nominee, assignee or successor of Owner. Wherever the term "Lessee" is used herein, such term shall include any permitted nominee, assignee or successor of Lessee.

The qualifications and identity of Owner and Lessee are of particular concern to the City, and it is because of such qualifications and identity that the City has entered into this Covenant Agreement with Owner and Lessee. No voluntary or involuntary successor-in-interest of either Owner or Lessee shall acquire any rights or powers under this Covenant Agreement except as expressly set forth herein.

**1.2.4** The City, Owner and Lessee are sometimes individually referred to as "Party" and collectively as "Parties."

### **1.3 Definitions.**

**1.3.1 "Base Sales Tax Amount"** means Thirty Thousand Dollars (\$30,000) quarterly.

**1.3.2 "City"** means the City of Ontario, a California municipal corporation, and any nominee, assignee of, or successor to, its rights, powers and responsibilities.

**1.3.3 "Computation Quarter"** means each calendar quarter beginning on January 1, April 1, July 1, or October 1, as applicable, and ending on the succeeding March 31, June 30, September 30, or December 31, as applicable. The first Computation Quarter within the

Eligibility Period shall commence on April 1, 2018 and is referred to herein as “Computation Quarter 1,” with each succeeding Computation Quarter being consecutively numbered.

**1.3.4 “Covenant Payment(s)”** means those contingent payments to be made by the City to the Owner pursuant to Section 3.2 of this Covenant Agreement as consideration for the Covenants and Owner’s timely and faithful performance thereunder.

**1.3.5 “Covenant Term”** means, a period of time from the Effective Date until this Covenant Agreement is terminated pursuant to specific provisions of this Covenant Agreement.

**1.3.6 “Covenants”** means collectively those six (6) covenants described in Section 3.1 herein.

**1.3.7 “Facilities”** means either or both of the following, depending on context:

(a) that certain corporate sales/administrative office and fulfillment/distribution center operated on the Owned Property by Owner which shall serve as the point of distribution for all Owner’s Sales Activities conducted at the Owned Property;

(b) that certain corporate sales and customer service center operated on the Leased Property by Lessee which shall serve as the point of distribution for all Lessee’s Sales Activities conducted at the Leased Property.

**1.3.8 “Eligibility Period”** means the period commencing as of the first (1<sup>st</sup>) day of Computation Quarter 1 and continuing until last day of the Computation Quarter in which this Covenant Agreement is terminated pursuant to Section 3.4.

**1.3.9 “Leased Property”** means that certain real property commonly known as 3980 E. Earlstone Avenue, Ontario, CA, or any other property within the City of Ontario to which Lessee may elect to relocate the Facilities during the term of this Covenant Agreement.

**1.3.10 “Lessee”** means and refers to RGH Enterprises, Inc., an Ohio Corporation, and its successors and assigns, cumulatively and, including for purposes of calculating Sales Tax, all affiliated entities to Owner that correctly report Sales Tax Revenues relating to personal property shipped or distributed from or through the Property.

**1.3.11 “Lessee’s Sales Activities”** means the commercially reasonable business practices and activities associated with retail and wholesale sale of Lessee’s products (“Lessee’s Sales”) shipped or distributed from or through the Leased Property, including sales of any affiliate of Lessee whether on the Leased Property or on another property leased or owned by Lessee, over the internet, world wide web, telephone sales or otherwise that result in Sales Tax Revenues relating to personal property which is shipped or distributed from or through the Leased Property. “Lessee’s Sales Activities” also include any of the above-described activities which are conducted by a parent, subsidiary or wholly or partially owned affiliate of Lessee, provided that such parent, subsidiary or affiliate did not previously conduct such activities in the City and such Lessee’s Sales

are shipped or distributed from or through the Leased Property.

**1.3.12 “Liquidated Damages”** means, for purposes of Section 3.5, as follows:

(a) If the breach occurs during Computation Quarters 1 through 20, an amount equal to Fifty percent (50%) of the Covenant Payments paid to the breaching party at any time prior to the Computation Quarter in which the breach occurs.

(b) If the breach occurs during Computation Quarters 21 through 30, an amount equal to Thirty percent (30%) of the Covenant Payments paid to the breaching party at any time prior to the Computation Quarter in which the breach occurs.

(c) If the breach occurs during Computation Quarter 31 through 40, an amount equal to the Covenant Payments paid to the breaching party for the six (6) Computation Quarters immediately preceding the Computation Quarter in which the breach occurs.

(d) If the breach occurs after Computation Quarter 40 there shall be no damages owed to the City, including without limitation, pursuant to the Liquidated Damages provision, Section 3.5

**1.3.13 “Owner”** means and refers to Cardinal Health 200, LLC, a Delaware Limited Liability Company, and its successors and assigns, cumulatively and, including for purposes of calculating Sales Tax, all affiliated entities to Owner that correctly report Sales Tax Revenues relating to personal property shipped or distributed from or through the Property.

**1.3.14 “Owner’s Sales Activities”** means the commercially reasonable business practices and activities associated with retail and wholesale sale of Owner’s products (“Owner’s Sales”) shipped or distributed from or through the Owned Property, including sales of any affiliate of Owner whether on the Property or on another Property leased or owned by Owner, over the internet, world wide web, telephone sales or otherwise that result in Sales Tax Revenues relating to personal property which is shipped or distributed from or through the Property. “Owner’s Sales Activities” also include any of the above-described activities which are conducted by a parent, subsidiary or wholly or partially owned affiliate of Owner, provided that such parent, subsidiary or affiliate did not previously conduct such activities in the City and such Owner’s Sales are shipped or distributed from or through the Owned Property.

**1.3.15 “Penalty Assessments”** means and refers to penalties, assessments, collection costs and other costs, fees or charges resulting from late or underpaid payments of Sales Tax and which are levied, assessed or otherwise collected from Owner or Lessee.

**1.3.16 “Owned Property”** means that certain real property commonly known as 4551 E. Philadelphia Street, Ontario, CA, or any other property within the City of Ontario to which Owner may elect to relocate the Facilities during the term of this Covenant Agreement.

**1.3.17 “Sales Tax”** means and refers to all sales and use taxes levied under the authority of the Sales Tax Law attributable to the Facilities and Owner’s Sales Activities and

Lessee's Sales Activities excluding that which is to be refunded to Owner or Lessee because of an overpayment of such tax.

**1.3.18 "Sales Tax Law"** means and refers to: (a) California Revenue and Taxation Code Section 7200 et seq., and any successor law thereto; (b) any legislation allowing City or other public agency with jurisdiction in City to levy any form of local Sales Tax on the operations of Owner or Lessee; and (c) regulations of the BOE and other binding rulings and interpretations relating to (a) and (b) of this Section 1.3.16.

**1.3.19 "Sales Tax Revenues"** means the net Sales Tax actually received by the City from the BOE pursuant to the application of the Sales Tax Law (as such statutes may hereafter be amended, substituted, replaced, re-numbered, moved or modified by any successor law) attributable to the Facilities in a particular Computation Quarter. Sales Tax Revenues shall not include: (i) Penalty Assessments; (ii) any Sales Tax levied by, collected for or allocated to the State of California, the County of San Bernardino, or a district or any entity (including an allocation to a statewide or countywide pool) other than City; (iii) any administrative fee charged by the BOE; (iv) any Sales Tax subject to any sharing, rebate, offset or other charge imposed pursuant to any applicable provision of federal, state or local (except City's) law, rule or regulation; (v) any Sales Tax attributable to any transaction not consummated within the Eligibility Period; or (vi) any Sales Tax (or other funds measured by Sales Tax) required by the State of California to be paid over to another public entity (including the State) or set aside and/or pledged to a specific use other than for deposit into or payment from the City's general fund.

## **ARTICLE 2. ADDITIONAL RECITALS**

**2.1** The previously stated Recitals are incorporated herein and made a part hereof as though fully set forth.

**2.2** The City has determined in its sole discretion without input from Owner or Lessee that the long-term operation of the Facilities will result in substantial benefits to the City and its citizens, including, without limitation, the opportunity to retain existing jobs and, potentially, create the opportunity for additional job growth in the long term, property tax revenues, sales tax revenues and other ancillary benefits. Accordingly, the City has also determined that its entry into this Covenant Agreement and its purchase of the Covenants serve a significant public purpose, while providing only incidental benefits to a private party.

## **ARTICLE 3. COVENANTS RELATING TO THE PROPERTIES; COVENANT PAYMENTS; REMEDIES FOR BREACH.**

### **3.1 Covenants Relating to the Properties.**

**3.1.1 Operating and Use Covenant.** Owner and Lessee covenant and agree that for the Covenant Term Owner and Lessee shall operate, or cause to be operated upon the Owned Property and the Leased Property, respectively, the Facilities in a commercially reasonable business manner, consistent with all applicable provisions of federal, state and local laws and regulations. Subject to Section 4.9, the Facilities shall be operated in accordance with the

reasonable and customary practices in surrounding communities. Owner and Lessee will operate each of their respective businesses in a commercially reasonable and prudent manner. Owner and Lessee shall exercise commercially reasonable efforts to maximize the amount of Sales Tax Revenue, provided, however, that neither Owner nor Lessee shall be under any obligation or requirement to change, modify, revise or amend its business practices or procedures existing as of the Effective Date that take place in other jurisdictions. Owner's and Lessee's obligations pursuant to the immediately preceding sentence include, without limitation, the obligation to obtain all federal, state and local licenses and permits required for the operation of the business and to advertise, market and promote the business in a commercially reasonable fashion. The foregoing notwithstanding, neither Owner nor Lessee shall be under any obligation or requirement to change, modify, revise or amend its business practices or procedures existing as of the Effective Date that take place in other jurisdictions.

**3.1.2 Covenant to Designate City as Point of Sale.** Owner and Lessee individually covenant and agree that, for the term of the Operating and Use Covenant as described in Section 3.1.1, Owner and Lessee shall maintain such licenses and permits as may be required by any governmental agency to conduct Owner's Sales Activities or Lessee's Sales Activities, as applicable, related to the Facilities and shall consummate at the Facilities all taxable sales transactions resulting from Owner's Sales Activities or Lessee's Sales Activities, as applicable, and identify the City as such in all reports to the California State Board of Equalization ("BOE") in accordance with the Bradley-Burns Uniform Local Sales and Use Tax Law (Revenue and Taxation Code 7200, *et seq.*), as it may be amended or substituted. The foregoing notwithstanding, neither Owner nor Lessee shall be under any obligation or requirement to change, modify, revise or amend its business practices or procedures existing as of the Effective Date that take place in other jurisdictions. The City acknowledges that Owner or Lessee may currently and in the future operate additional sale and distribution centers in the State of California and Owner's or Lessee's activities from such other sale and distribution centers are not intended to be included in the scope of this Covenant Agreement. Owner and Lessee shall maintain the appropriate master sales permits applicable to and required for the operation of their respective Facilities. Owner shall consummate all taxable sales transactions for Owner's Sales Activities at the Facilities, consistent with all applicable statutory and BOE regulatory requirements applicable to Owner's Sales Activities and the designation of the City as the "point of sale" for all Owner's taxable sales occurring as a result of Owner's Sales Activities. Lessee shall consummate all taxable sales transactions for Lessee's Sales Activities at the Facilities, consistent with all applicable statutory and BOE regulatory requirements applicable to Lessee's Sales Activities and the designation of the City as the "point of sale" for all Lessee's taxable sales occurring as a result of Lessee's Sales Activities.

**3.1.3 Owner's Additional Obligations Regarding Repairs and Alterations to Facilities.** Owner covenants and agrees that, for the term of the Operating and Use Covenant as described in Section 3.1.1, so long as Owner maintains ownership of the Owned Property, Owner shall maintain, or cause to be maintained, the Facilities in good condition, ordinary wear and tear excepted, and free from the accumulation of trash or other debris and agrees to promptly remove, or cause the removal of, all graffiti upon the Facilities. Owner shall also maintain or cause to be maintained the landscaping upon the Property in a good condition.

**3.1.4 Covenant Against Solicitation and Acceptance of Economic Incentives During the Term of the Operating Use Covenant.** Owner and Lessee individually covenant and agree that, for the term of the Operating and Use Covenant as described in Section 3.1.1, they will not directly or indirectly solicit or accept any “Financial Assistance” from any other public or private person or entity, if such Financial Assistance is given for the purpose of causing or would result in Owner’s or Lessee’s breach of any of the Covenants. For purposes of this Section 3.1.4 the term “Financial Assistance” means any direct or indirect payment, subsidy, rebate, or other similar or dissimilar monetary or non-monetary benefit, including, without implied limitation, payment of land subsidies, relocation expenses, public financings, property or sales tax relief, rebates, exemptions or credits, relief from public improvement obligations, and payment for public improvements to or for the benefit of Owner or Lessee and relating solely to the Owned Property or the Leased Property.

**3.1.5 Use of Property.** Owner covenants and agrees that the Owned Property shall be put to no use other than those uses specified in the City’s General Plan, the Specific Plan, zoning ordinances, and this Covenant Agreement as the same may be amended from time to time. Nothing in this Section 3.1.5 shall limit, expand, modify or otherwise affect any right of Owner to continue any legal nonconforming use upon the Owned Property following changes in the City’s General Plan or zoning ordinances. Lessee covenants and agrees that Lessee shall not put the Leased Property to any use other than those uses specified in the City’s General Plan, the Specific Plan, zoning ordinances, and this Covenant Agreement, as the same may be amended from time to time.

**3.1.6 Jobs Covenant and Operational Covenant.** Owner covenants and agrees that entering into this Agreement will, subject to future market forces, enable the Owner to retain the existing workforce on the Property and create up to 20 additional jobs on the Property during the term of the Agreement. Lessee covenants and agrees that entering into this Agreement will, subject to future market forces, enable Lessee to retain the existing workforce on the Leased Property.

## **3.2 Covenant Payments.**

**3.2.1 Statement of Intent.** The consideration to be paid to Owner and Lessee in exchange for the Owner’s and Lessee’s satisfaction of the Covenants set forth in this Covenant Agreement, and subject to satisfaction of all conditions precedent thereto, shall consist of City’s payment to Owner and Lessee for each Computation Quarter during the Eligibility Period that the City receives Sales Tax Revenue, as follows:

(a) For the period commencing April 1, 2018 and continuing until this Covenant Agreement is terminated, City shall pay to Owner an amount equal to fifty percent (50%) of the Sales Tax Revenues attributable to annual taxable sales paid quarterly by Owner , in accordance with Section 3.2.2 below.

(b) For the period commencing April 1, 2018 and continuing until this Covenant Agreement is terminated, City shall pay to Lessee an amount equal to fifty percent (50%) of the Sales Tax Revenues received by City in excess of Base Sales Tax

Amount attributable to the annual taxable sales paid quarterly by Lessee, in accordance with Section 3.2.3 below.

**3.2.2 Contingent Obligation to Owner.** The City's obligations under this Section 3.2 are contingent on a Computation Quarter-to-Quarter basis and, for each Computation Quarter, City's obligations to make any payments to Owner hereunder are expressly contingent upon the Owner having, for the entirety of such Computation Quarter, completely fulfilled its material obligations under this Covenant Agreement, including, without limitation, the Covenants. Should such condition precedent not be satisfied for each Computation Quarter, then City shall have no obligation under this Section 3.2 to make any Covenant Payments to Owner for such Computation Quarter.

**3.2.3 Contingent Obligation to Lessee.** The City's obligations under this Section 3.2 are contingent on a Computation Quarter-to-Quarter basis and, for each Computation Quarter, City's obligations to make any payments to Lessee hereunder are expressly contingent upon the Lessee having, for the entirety of such Computation Quarter, completely fulfilled its material obligations under this Covenant Agreement, including, without limitation, the Covenants. Should such condition precedent not be satisfied for each Computation Quarter, then City shall have no obligation under this Section 3.2 to make any Covenant Payments to Lessee in such Computation Quarter.

**3.2.4 Computation Quarter Covenant Payments.** Within thirty (30) days following the end of each Computation Quarter, Owner and Lessee shall submit to City certified copies of their respective quarterly reports to the California State Board of Equalization ("BOE") which set forth the amount of sales taxes paid to the BOE during the Computation Quarter arising from Owner's Sales Activities and Lessee's Sales Activities, respectively conducted at the Facilities. Within one hundred twenty (120) days following the end of each Computation Quarter, City shall pay to Owner and to Lessee any Computation Quarter Covenant Payment due for such Computation Quarter. The City's obligation to pay Owner or Lessee the Computation Quarter Covenant Payment due for any period prior to the expiration or earlier termination of this Covenant Agreement shall survive such expiration or termination provided all conditions precedent to payment have been satisfied.

**3.2.5 No Carry Forward or Back.** The determination of the Covenant Payment(s) shall be determined and calculated on a Computation Quarter to Computation Quarter basis. Except as provided in Section 3.2.4, no Sales Tax Revenue which is generated in a Computation Quarter other than the Computation Quarter for which the Covenant Payment is being determined shall be used or considered in the calculation of any Covenant Payment which may be due for that Computation Quarter.

**3.2.6 BOE Determination of Improperly Allocated Local Sales Tax Revenues.** If, at any time during or after the Eligibility Period of this Covenant Agreement, the BOE determines that all or any portion of the Sales Tax Revenues received by the City were improperly allocated and/or paid to the City, and if the BOE requires repayment of, offsets against

future sales tax payments, or otherwise recaptures from the City those improperly allocated and/or paid Sales Tax Revenues, then Owner or Lessee, as applicable shall, within thirty (30) calendar days after written demand from the City, repay all Covenant Payments (or applicable portions thereof) theretofore paid to Owner or Lessee, as applicable, which are attributable to such repaid, offset or recaptured Sales Tax Revenues. If Owner or Lessee fails to make such repayment within thirty (30) calendar days after the City's written demand, then Owner or Lessee, as applicable, shall be in breach of this Covenant Agreement and such obligation shall accrue interest from the date of the City's original written demand at the then-maximum legal rate imposed by the California Code of Civil Procedure on prejudgment monetary obligations, compounded monthly, until paid. Additionally, the City may deduct any amount required to be repaid by Owner or Lessee under this Section 3.2.6 from any future Covenant Payments otherwise payable to Owner or Lessee, as applicable, under this Covenant Agreement. Improper allocation of Owner's local sales tax revenues shall not affect the obligations or rights of Lessee under this Covenant Agreement, and improper allocation of Lessee's local sales tax revenues shall not affect the obligations or rights of Owner under this Covenant Agreement. This Section 3.2.6 shall survive the expiration or termination of this Covenant Agreement.

**3.2.7 Not a Pledge of Sales Tax.** Owner and Lessee acknowledge that the City is not making a pledge of Sales Tax Revenues, or any other particular source of funds; the definition of Sales Tax Revenues, as used herein, is used merely as a measure of the amount of payment due hereunder and as a means of computing the City's payment in consideration for the Covenants. It is acknowledged by Owner and by Lessee that the City's obligation to make payments is specifically contingent upon receipt by the City of the Sales Tax Revenues derived from operation of the Facilities.

### **3.3 Default.**

**3.3.1 Owner Default.** City shall provide Owner or Lessee with written notice of Owner's or Lessee's failure ("Owner Default" or "Lessee Default") to strictly abide by any material provision of this Covenant Agreement, including, without limitation, the Covenants. Owner or Lessee, as applicable, shall have thirty (30) days from the date of such notice to either cure such Owner Default or Lessee Default, or, if such Owner Default or Lessee Default cannot be reasonably cured during such thirty (30) day period, to commence to cure within said thirty (30) day period and diligently prosecute such cure to completion thereafter.

**3.3.2 City Default.** Owner or Lessee shall provide City with written notice of City's failure ("City Default") to strictly abide by any material provision of this Covenant Agreement. City shall have ten (10) days from the date of such notice to either cure such City Default, or, if such City Default cannot be reasonably cured during such ten (10) day period, to commence to cure within said ten (10) day period and diligently prosecute such cure to completion thereafter.

**3.3.3 Force Majeure.** In no event shall Owner, Lessee or the City be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control.



**3.3.3 General Remedies for Default.** Except as provided in Section 3.5, upon either a City Default, Owner Default or Lessee Default (as defined in Section 3.3), Owner, Lessee, or City (as applicable) shall have the right to seek all available legal and equitable remedies, including, without implied limitation, general and consequential damages, unless otherwise expressly provided to the contrary herein. Unless prohibited by law or otherwise provided by a specific term of this Covenant Agreement, the rights and remedies of the City, Owner, and Lessee under this Covenant Agreement are nonexclusive and all remedies hereunder may be exercised individually or cumulatively, and the City may simultaneously pursue inconsistent and/or alternative remedies. Any of the Parties may, upon the Default of another Party and in addition to pursuing all remedies otherwise available to it, terminate this Covenant Agreement and all of its obligations hereunder without cost, expense or liability to itself.

**3.4 The City's Rights to Terminate its Obligations under Section 3.2** The City's obligations under Section 3.2 shall automatically terminate without cost, expense, or liability to City, upon the occurrence of any one or more of the following: (i) Owner Default and Lessee Default beyond applicable notice and cure periods; (ii) the end of the Eligibility Period; (iii) upon the final determination by a court of competent jurisdiction that any one or more of the Covenants are void, voidable, invalid, or even unenforceable for any reason whatsoever, including, without limitation, legal infirmity, or (iv) Owner and Lessee termination of this Agreement pursuant to Section 4.25. Default or termination of this Agreement by either Owner or Lessee shall not automatically terminate the City's obligations under Section 3.2 with respect to the party who is not in Default or who has not terminated this Agreement. Upon termination of the City's obligations under Section 3.2 in accordance with this Section 3.4, this section shall operate to forgive, modify, and discharge or excuse Owner's and Lessee's obligations arising under this Covenant Agreement.

### **3.5 Liquidated Damages.**

**3.5.1 Owner or Lessee Default with Respect to Obligations Under Sections 3.1.1 and 3.1.2.** The Parties acknowledge that the consideration to the City for its entry into this Covenant Agreement and the performance of its obligations hereunder include the City's receipt of Sales Tax Revenues, employment and other payroll taxes, property taxes, and other direct and indirect financial and non-financial benefits arising from the operation of Owner's and Lessee's Sales Activities and the location of the Facilities in the City of Ontario in accordance with Article 3 of this Covenant Agreement. Owner and Lessee agree that the City will suffer damages if Owner or Lessee commits any Owner or Lessee Default beyond applicable notice and cure periods with respect to any of its obligations arising under Sections 3.1.1 and 3.1.2. The Parties agree that the exact determination of such damages would be impracticable and extremely difficult to quantify. Accordingly, the Parties have determined that Liquidated Damages (as determined pursuant to Section 1.3.12) represents a reasonable estimate of the damages which would be suffered by the City if Owner or Lessee commits any Owner or Lessee Default with respect to any of its obligations set forth in Sections 3.1.1 and 3.1.2. Accordingly, as its sole and exclusive monetary remedy for an Owner or Lessee Default with respect to any of its covenants and obligations set forth in Sections 3.1.1 and 3.1.2, the City shall be entitled to (1) terminate this Covenant Agreement as it relates to the defaulting party and the entirety of its obligations hereunder,

including any accrued and unpaid Covenant Payments, and (2) receive from Owner or Lessee the applicable amount of Liquidated Damages as provided by Section 1.3.12.

**3.5.2 ACKNOWLEDGEMENT OF REASONABLENESS OF LIQUIDATED DAMAGES.** UPON AN OWNER OR LESSEE DEFAULT WITH RESPECT TO ANY OF ITS OBLIGATIONS SET FORTH IN SECTIONS 3.1.1 AND 3.1.2, FOLLOWING NOTICE AND OPPORTUNITY TO CURE PURSUANT TO SECTION 3.3.1, THE CITY AND OWNER AND LESSEE ACKNOWLEDGE AND AGREE THAT IT WOULD BE EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN THE AMOUNT OF DAMAGES THAT WOULD BE SUFFERED BY THE CITY WITH RESPECT TO SUCH DEFAULT. HAVING MADE DILIGENT BUT UNSUCCESSFUL ATTEMPTS TO ASCERTAIN THE ACTUAL DAMAGES THE CITY WOULD SUFFER, THE PARTIES AGREE THAT THE LIQUIDATED DAMAGES AMOUNT AS DETERMINED IN ACCORDANCE WITH SECTION 1.3.12 REPRESENTS A REASONABLE ESTIMATION OF THOSE DAMAGES. THEREFORE, UPON AN OWNER OR LESSEE DEFAULT WITH RESPECT TO ANY OF ITS OBLIGATIONS SET FORTH IN SECTIONS 3.1.1 AND 3.1.2, AS ITS SOLE AND EXCLUSIVE REMEDY FOR SUCH DEFAULT, THE CITY SHALL BE ENTITLED TO (1) RECEIPT OF THE LIQUIDATED DAMAGES AMOUNT CALCULATED IN ACCORDANCE WITH SUBSECTION 1.3.12, WHICH OWNER SHALL PAY WITHIN THIRTY (30) DAYS FOLLOWING WRITTEN DEMAND FROM THE CITY, AND (2) TERMINATE THIS AGREEMENT AND THE ENTIRETY OF ITS OBLIGATIONS HEREUNDER.

\_\_\_\_\_  
Initials of Authorized  
City Representative

\_\_\_\_\_  
Initials of Authorized  
Owner Representative

\_\_\_\_\_  
Initials of Authorized  
Lessee Representative

#### **ARTICLE 4. GENERAL TERMS**

**4.1 Tax Consequences.** Owner and Lessee acknowledge that they may experience tax consequences as a result of its receipt of the payments provided for in this Covenant Agreement and agree that they shall bear any and all responsibility, liability, costs, and expenses connected in any way therewith.

**4.2 Rights Not Granted Under Covenant Agreement.** This Covenant Agreement is not, and shall not be construed to be a Development Agreement under Government Code Section 65864 *et seq.* This Covenant Agreement is not, and shall not be construed to be, an approval or an agreement to issue permits or a granting of any right or entitlement by the City concerning the Facilities, Owner's Sales Activities, Lessee's Sales Activities, or any other project, development, or construction by Owner or Lessee in the City. This Covenant Agreement does not, and shall not be construed to, exempt Owner from the application and/or exercise of the City's or City's power of eminent domain or its police power, including, but not limited to, the regulation of land uses and the taking of any actions necessary to protect the health, safety, and welfare of its citizenry.

**4.3 Consent.** Whenever consent or approval of any party is required under this Covenant Agreement, that party shall not unreasonably withhold, delay or condition such consent or approval unless otherwise allowed by a specific provision of this Covenant Agreement.

**4.4 Notices and Demands.** All notices or other communications required or permitted between the City and Owner or the City and Lessee under this Covenant Agreement shall be in writing, and may be (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return receipt requested, or (iii) sent by nationally recognized overnight courier service (e.g., Federal Express), addressed to the Parties at the addresses provided in Article 1, subject to the right of either party to designate a different address for itself by notice similarly given. Any notice so given by registered or certified United States mail shall be deemed to have been given on the second business day after the same is deposited in the United States mail. Any notice not so given by registered or certified mail, such as notices delivered by courier service (e.g., Federal Express), shall be deemed given upon receipt of the same by the party to whom the notice is given.

**4.5 Nonliability.** No board member, official, contractor, consultant, attorney or employee of the City of Ontario shall be personally liable to Owner or Lessee, any voluntary or involuntary successors or assignees, or any lender or other party holding an interest in the Property, in the event of any default or breach by the City, or for any amount which may become due to Owner or Lessee or to either of their successors or assignees, or on any obligations arising under this Covenant Agreement. No board member, official, contractor, consultant, attorney or employee of Owner or Lessee shall be personally liable to the City, any voluntary or involuntary successors or assignees, or any lender or other party holding an interest in the Property, in the event of any default or breach by Owner or Lessee, or for any amount which may become due to the City or to its successors or assignees, or on any obligations arising under this Covenant Agreement.

**4.6 Conflict of Interests.** No board member, official, contractor, consultant, attorney or employee of the City shall have any personal interest, direct or indirect, in this Covenant Agreement nor shall any such board member, official or employee participate in any decision relating to this Covenant Agreement which affects his/her personal interests or the interests of any corporation, partnership or association in which he/she is directly or indirectly interested.

**4.7 Pledge or Hypothecation of Covenant Payments.** Owner or Lessee may assign any Covenant Payment(s) due them in accordance with the terms of this Covenant Agreement (but not any other right or obligation of this Covenant Agreement) upon thirty (30) days' prior written notice to City as collateral for any loan or financing obtained by Owner or Lessee in connection with the Facilities; provided that nothing in this Section 4.7 shall be deemed to limit the operation of Section 4.16. Without limiting the general applicability of the foregoing, Owner and Lessee acknowledge that Owner's or Lessee's lender and any transferee of Owner's or Lessee's lender shall be subject to the transfer restrictions of Section 4.16.

**4.8 Entire Agreement; Good Faith Negotiations.** This Covenant Agreement contains all of the terms and conditions agreed upon by the Parties and supersedes any previous agreements between the Parties concerning the subject matter of this Covenant Agreement. No

other understanding, oral or otherwise, regarding the subject matter of this Covenant Agreement shall be deemed to exist or to bind any of the parties hereto. All prior written or oral offers, counteroffers, memoranda of understanding, proposals and the like are superseded by this Covenant Agreement.

The Parties acknowledge that this Covenant Agreement is the product of mutual arms-length negotiations and that each party has been, or has had the opportunity to have been, represented by legal counsel in the negotiation and drafting of this Covenant Agreement. Accordingly, the rule of judicial construction which provides that ambiguities in a document are to be construed against the drafter of that document shall have no application to the interpretation or enforcement of this Covenant Agreement. In any action or proceeding to interpret and/or enforce this Covenant Agreement, the trier of fact may refer to extrinsic evidence not in conflict with any specific provision of this Covenant Agreement to ascertain and give effect to the intent of the Parties hereto.

**4.9 Time Deadlines Critical; Extensions and Delays; No Excuse Due to Economic Changes.** Time is of the essence in the performance of the City's and Owner's and Lessee's obligations under this Covenant Agreement. In addition to specific provisions of this Covenant Agreement providing for extensions of time, times for performance hereunder shall be extended where delays or defaults are due to war; insurrection; any form of labor dispute; lockouts; riots; floods; earthquakes; fires; acts of God or of third parties; third party litigation; acts of a public enemy; referenda; acts of governmental authorities (except that the failure of the City to act as required hereunder shall not excuse its performance); moratoria; epidemics; quarantine restrictions; and freight embargoes (collectively, "Enforced Delays") provided, however, that the Party claiming the extension notify the other Party of the nature of the matter causing the default; and, provided further, that the extension of time shall be only for the period of the Enforced Delays. However, deadlines for performance may not be extended as provided above due to any inability of the Owner to obtain or maintain acceptable financing for the operation of the Facilities.

**ANYTHING IN THIS COVENANT AGREEMENT TO THE CONTRARY NOTWITHSTANDING, OWNER AND LESSEE EXPRESSLY ASSUME THE RISK OF UNFORESEEABLE CHANGES IN ECONOMIC CIRCUMSTANCES AND/OR MARKET DEMAND/CONDITIONS AND WAIVE, TO THE GREATEST LEGAL EXTENT, ANY DEFENSE, CLAIM, OR CAUSE OF ACTION BASED IN WHOLE OR IN PART ON ECONOMIC NECESSITY, IMPRACTICABILITY, FRUSTRATION OF PURPOSE, CHANGED ECONOMIC CIRCUMSTANCES OR SIMILAR THEORIES.**

**OWNER AND LESSEE EXPRESSLY AGREE THAT ADVERSE CHANGES IN ECONOMIC CONDITIONS, EITHER OF OWNER OR LESSEE SPECIFICALLY OR THE ECONOMY GENERALLY, OR CHANGES IN THE MARKET CONDITIONS OR DEMANDS, SHALL NOT OPERATE TO EXCUSE OR DELAY THE STRICT OBSERVANCE OF EACH AND EVERY OF THE OBLIGATIONS, COVENANTS, CONDITIONS AND REQUIREMENTS OF THIS COVENANT AGREEMENT. OWNER AND LESSEE EXPRESSLY ASSUME THE RISK OF SUCH ADVERSE ECONOMIC OR MARKET CHANGES, WHETHER OR NOT FORESEEABLE AS OF OWNER'S OR LESSEE'S EXECUTION OF THIS COVENANT AGREEMENT.**

**OWNER'S INITIALS** \_\_\_\_\_

**LESSEE'S INITIALS** \_\_\_\_\_

**4.10 Attorneys' Fees.** In the event of the bringing of an arbitration, action or suit by a Party hereto against another Party hereunder by reason of any breach of any of the covenants or agreements or any intentional inaccuracies in any of the representations and warranties on the part of the other Party arising out of this Covenant Agreement or any other dispute between the Parties concerning this Covenant Agreement or the Property, then, in that event, the prevailing party in such action or dispute, whether by final judgment or arbitration award, shall be entitled to have and recover of and from the other Party all actual and reasonable costs and expenses of suit or claim, including actual and reasonable attorneys' fees. Any judgment, order or award entered in any final judgment or award shall contain a specific provision providing for the recovery of all actual and reasonable costs and expenses of suit or claim, including actual and reasonable attorneys' fees (collectively, the "Costs") incurred in enforcing, perfecting and executing such judgment or award. For the purposes of this Section 4.10, "Costs" shall include, without implied limitation, attorneys' and experts' fees, costs and expenses incurred in the following: (i) post judgment motions and appeals, (ii) contempt proceedings, (iii) garnishment, levy and debtor and third-party examination, (iv) discovery; and (v) bankruptcy litigation. This Section 4.10 shall survive any termination of this Covenant Agreement.

**4.11 Amendments to This Covenant Agreement.** Any amendments to this Covenant Agreement must be in writing and signed by the appropriate authorities of the City, Owner and Lessee. The City Manager is authorized on behalf of the City to approve and execute minor amendments to this Covenant Agreement, including, but not limited to, the granting of extensions of time to Owner and Lessee, not to exceed ninety (90) days in the aggregate.

**4.12 Jurisdiction and Venue.** Any legal action or proceeding concerning this Covenant Agreement shall be filed and prosecuted in the appropriate California state court in the County of San Bernardino, California. The Parties hereto irrevocably consent to the personal jurisdiction of that court. The City, Owner and Lessee each hereby expressly waive the benefit of any provision of federal or state law or judicial decision providing for the filing, removal, or change of venue to any other court or jurisdiction, including, without implied limitation, federal district court, due to any diversity of citizenship between the City, Owner and Lessee, due to the fact that the City is a party to such action or proceeding or due to the fact that a federal question or federal right is involved or alleged to be involved. Without limiting the generality of the foregoing, the City, Owner and Lessee specifically waive any rights provided to it pursuant to California Code of Civil Procedure Section 394. Owner and Lessee acknowledge that the provisions of this Section 4.12 are material consideration to the City for its entry into this Covenant Agreement, in that the City will avoid the potential cost, expense and inconvenience of litigating in a distant forum.

**4.13 Interpretation.** The City, Owner and Lessee acknowledge that this Covenant Agreement is the product of mutual arms-length negotiation and drafting and that the Parties have been represented by legal counsel and/or tax advisors in the negotiation and drafting of this Covenant Agreement. Accordingly, the rule of construction which provides that ambiguities in a document shall be construed against the drafter of that document shall have no application to the

interpretation and enforcement of this Covenant Agreement. In any action or proceeding to interpret or enforce this Covenant Agreement, the finder of fact may refer to any extrinsic evidence not in direct conflict with any specific provision of this Covenant Agreement to determine and give effect to the intention of the Parties.

**4.14 Counterpart Originals; Integration.** This Covenant Agreement may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument. This Covenant Agreement and any exhibits represent the entire understanding of the Parties and supersedes all negotiations, letters of intent, memoranda of understanding or previous agreements between the parties with respect to all or any part of the subject matter hereof.

**4.15 No Waiver.** Failure to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

**4.16 Successors and Assigns.** The terms, covenants and conditions of this Covenant Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns. Except as provided in this Section 4.16, Owner shall neither transfer nor convey Owner's interest in the Property or the Facilities without the express written consent of the City, which shall not be unreasonably withheld, conditioned or delayed; provided, however, the provision of this Section 4.16 shall not be applicable in connection with (a) any transfer of equity interests in Owner or Lessee, or (b) any assignment to (1) any Affiliate (as hereinafter defined) of Owner or Lessee, (2) the surviving entity resulting from a merger or consolidation of Owner or Lessee or (3) the acquirer of substantially all of Owner's or Lessee's assets. The term "Affiliate" means any person or entity that now or hereafter directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, a party. The term "control" (including the terms "controlling", "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract or otherwise, in each case as such terms are interpreted under Rule 12b-2 of the Securities Exchange Act of 1934, as amended. In determining whether to approve of such a sale, transfer, conveyance or assignment of the Owner's interest in the Property, the City shall evaluate: (i) the financial ability of the proposed transferee to own and operate the Facilities, or portion so transferred, and to meet the Owner's obligations under this Covenant Agreement; (ii) the fitness and experience of the proposed transferee and its managerial personnel to own and operate the Facilities or portion so transferred thereof; and (iii) the ability of the proposed transferee to maintain a level of quality and service comparable to that maintained by the Owner for the Facilities. Upon the permitted sale, transfer or conveyance by Owner of its interest in the Owned Property to a person other than an Affiliate, the City and Owner shall thereupon be relieved of all obligations under this Covenant Agreement from and after the date of sale, transfer or conveyance except with respect to any defaults in the performance of their obligations hereunder or thereunder which occurred prior to such sale, transfer or conveyance. Upon termination of Lessee's lease agreement on the Leased Property, the City and Lessee shall thereupon be relieved of all

obligations under this Covenant Agreement from and after the date of expiration of Lessee's lease agreement.

**4.17 No Third Party Beneficiaries.** The performance of the respective obligations of the City, Owner and Lessee under this Covenant Agreement are not intended to benefit any party other than the City and/or Owner and Lessee, except as expressly provided otherwise herein. No person or entity not a signatory to this Covenant Agreement shall have any rights or causes of action against any party to this Covenant Agreement as a result of that party's performance or non-performance under this Covenant Agreement, except as expressly provided otherwise herein.

**4.18 No Effect on Eminent Domain Authority.** Nothing in this Covenant Agreement shall be deemed to limit, modify, or abridge or affect in any manner whatsoever the City's eminent domain powers with respect to the Owned Property, the Leased Property, or the Facilities.

**4.19 Warranty Against Payment of Consideration for Covenant Agreement.** Owner and Lessee warrant that they have not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Covenant Agreement. Third parties, for the purposes of this Section 4.19, shall not include persons to whom fees are paid for professional services if rendered by attorneys, financial consultants, accountants, engineers, architects and the like when such fees are considered necessary by Owner or Lessee.

**4.20 Severability.** The City, Owner and Lessee declare that the provisions of this Covenant Agreement are severable. If it is determined by a court of competent jurisdiction that any term, condition or provision hereof is void, voidable, or unenforceable for any reason whatsoever, then such term, condition or provision shall be severed from this Covenant Agreement and the remainder of the Covenant Agreement enforced in accordance with its terms. This includes a situation where the term, condition or provision is determined to be void, voidable, or unenforceable with regard to either Owner or Lessee, but not both. In that case, the term, condition or provision shall be severed only as it applies to that Party for whom it is void, voidable, or unenforceable.

**4.21 Further Acts and Releases.** The City, Owner and Lessee each agree to take such additional acts and execute such other documents as may be reasonable and necessary in the performance of their obligations hereunder.

**4.22 Estoppels.** At the request of Owner or any holder of a mortgage or deed of trust secured by all or any portion of the Property, the City shall promptly execute and deliver to Owner or such holder a written statement of the City as to any of the following matters as to which Owner or such holder may inquire: (i) that no default or breach exists, or would exist with the passage of time, or giving of notice, or both, by Owner pursuant to this Covenant Agreement, if such be the case; (ii) the total amount of Covenant Payments made by the City to Owner pursuant to this Covenant Agreement prior to the date of such written statement; (iii) the amount of any Covenant Payments earned by or due and owing to Owner pursuant to this Covenant Agreement as of the date of such written statement; (iv) the Covenant Payments for a particular Computation Quarter; (v) if the City has determined that Owner is in default or breach hereunder, the nature of such

default and the action or actions required to be taken by Owner to cure such default or breach; and (vi) any other matter affecting the rights or obligations of Owner hereunder as to which Owner or such holder may reasonably inquire. The form of any estoppel letter shall be prepared by Owner or such holder at its sole cost and expense and shall be reasonably acceptable in form and content to the City and Owner. The City may make any of the representations described above based on the actual current knowledge of the then-current City Manager.

**4.23 Indemnity.** Owner and Lessee shall defend (using reasonably acceptable counsel of City's choosing), indemnify and hold harmless the City, its elected officials, officers, employees and agents from and against any and all third party claims, losses, proceedings, damages, causes of action, liability, cost and expense (including reasonable attorney's fees) arising from, in connection with or related to this Agreement or the functions or operations of the Facilities (other than to the extent arising as a result of the City's negligence or willful misconduct). The City shall fully cooperate in the defense of any such actions and upon written request of Owner or Lessee shall provide to Owner or Lessee such documents and records in possession of the City that are relevant to such actions and not otherwise protected by law. Notwithstanding the foregoing, should any third party bring any such action or proceeding Owner or Lessee shall have the right to terminate this Agreement, and as of such date of termination, all unaccrued liabilities of the parties under this Agreement shall cease except for Owner's obligation of indemnity owed to the City as provided in this Section 4.23. For purposes of clarification, should Owner exercise its termination right as provided in this Section 4.23, the same shall not be considered a Default and the City shall not have claims against Owner for liquidated damages.

**4.24 State of California Legislation Impact on Covenant Payment.** Owner and Lessee acknowledge that the California legislature has in the past adopted certain legislation which diverted to the State of California a portion of the Sales Tax Revenues which were otherwise payable to the City. Owner and Lessee acknowledge that it is possible that the legislature may enact similar legislation in the future which would cause a corresponding reduction of and/or delay in the payment of the Sales Tax Revenues and that such reduction will cause Owner and Lessee a corresponding reduction and/or delay in the payment of the Covenant Payments due to Owner and Lessee during such time as such legislation is in effect. Furthermore, Owner and Lessee acknowledge that it is possible that the legislation described above, or some variant thereof, may be enacted and effective during one or more subsequent times during the Eligibility Period and may materially and negatively impact the amount of Sales Tax Revenues and, accordingly, Covenant Payments. The City does not make any representation, warranty or commitment concerning the future actions of the California legislature with respect to the allocation of Sales Tax Revenues to the City. Owner and Lessee agree they are undertaking their obligations under this Covenant Agreement after having considered, and are expressly assuming the risk of, the possibility of the enactment of such legislation.

The foregoing paragraph notwithstanding, City acknowledges that the California legislature may provide for the payment to the City of other revenues for the purpose of offsetting any losses in Sales Tax Revenues resulting from the enactment of legislation of the type described in the immediately preceding paragraph. The City agrees that, should the California legislature provide for such offsetting revenues, then for purposes of this Covenant Agreement and the computation of any Covenant Payments which may become due to Owner or Lessee hereunder,



the City will consider any such offsetting revenues which are (i) indexed to Sales Tax and offset the loss of Sales Tax Revenues to the City on a dollar for dollar basis, (ii) actually received by the City, and (iii) not subject to any restrictions on use beyond those which are otherwise generally applicable to sales tax revenues received by California municipalities, to be Sales Tax Revenues within the meaning of this Covenant Agreement.

**4.25 Termination for Convenience.** Commencing on the first day of the forty-first (41st) Computation Quarter, either Party may terminate this Covenant Agreement for convenience provided that the following conditions precedent to termination have been satisfied:

4.25.1 The Terminating Party is not in breach or default of this Covenant Agreement.

4.15.2 The Terminating Party provides written notice to the Non-Terminating Party not less than one full Computation Quarter prior to the date of termination.

**[Signatures on the following pages]**

**SIGNATURE PAGE TO THE  
CARDINAL HEALTH 2018 RETENTION AND  
OPERATING COVENANT AGREEMENT**

CITY OF ONTARIO  
a California municipal corporation

By: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
John Brown  
City Attorney

**SIGNATURE PAGE TO THE  
CARDINAL HEALTH 2018 RETENTION AND  
OPERATING COVENANT AGREEMENT**

Cardinal Health 200, LLC\_\_\_\_  
a Delaware Limited Liability Company

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title (Print)

RGH Enterprises, Inc.  
an Ohio Corporation

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title (Print)

# CITY OF ONTARIO


Agenda Report  
March 20, 2018

SECTION:  
PUBLIC HEARINGS

**SUBJECT: A PUBLIC HEARING TO CONSIDER AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT AMENDMENT (SECOND AMENDMENT – FILE NO PDA05-001) BETWEEN THE CITY OF ONTARIO AND EDENGLLEN ONTARIO LLC, TO CLARIFY AND UPDATE THE TIMING OF THE CONSTRUCTION OF PUBLIC INFRASTRUCTURE, THE DEVELOPMENT IMPACT FEE PROVISIONS, AND THE EXTENSION OF THE TERM OF THE AGREEMENT TO SERVE TRACT MAP NO'S 17392, 17558, 17559, 17560, 17561, 17562, 17563, 17564, 18789, 18790, AND 18791, GENERALLY LOCATED NORTH OF CHINO AVENUE, SOUTH OF RIVERSIDE DRIVE, EAST OF MILL CREEK AVENUE, AND WEST OF THE SCE UTILITY CORRIDOR, WITHIN PLANNING AREAS 1 THROUGH 8 OF THE EDENGLLEN SPECIFIC PLAN (APN: 0218-171-15; 0218-921-07, 08, 16, 19, 22, AND 30; 0218-931-01 THROUGH 25; 218-931-75 THROUGH 89; 0218-932-01 THROUGH 21; 0218-933-01 THROUGH 17; 0218-934-01 THROUGH 24; 0218-935-01-THROUGH 04; 0218-935-12 THROUGH 19; 0218-935-22 THROUGH 38; 0218-941-01 THROUGH 39; 0218-941-55 THROUGH 93; 0218-951-01 THROUGH 70; 0218-952-19 THROUGH 82; 0218-954-01 THROUGH 42; 0218-955-01 THROUGH 42; 0218-956-01 THROUGH 58; AND, 0218-961-07 THROUGH 88)**

**RECOMMENDATION:** That the City Council introduce and waive further reading of an ordinance approving the Second Amendment (File PDA05-001, on file with the Records Management Department) to the Development Agreement between the City of Ontario and Edenglen Ontario LLC, a Delaware Limited Liability Company, to clarify and update the phasing of the construction of public infrastructure to serve Tract Map No's 17392, 17558, 17559, 17560, 17561, 17562, 17563, 17564, 18789, 18790, and 18791 and extend the term of the Development Agreement.

**STAFF MEMBER PRESENTING:** Scott Murphy, Assistant Development Director

Prepared by: Scott Murphy  
Department: Planning  
City Manager Approval: 

Submitted to Council/O.H.A. 03/20/2018  
Approved: \_\_\_\_\_  
Continued to: \_\_\_\_\_  
Denied: \_\_\_\_\_

//

**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 Ontario Ranch**

**FISCAL IMPACT:** The proposed Development Agreement Amendment will update the phasing of the construction of public infrastructure to serve Tract Map No's 17392, 17558, 17559, 17560, 17561, 17562, 17563, 17564, 18789, 18790, and 18791. In addition, the City will receive Public Service Funding fees plus development impact, compliance processing, licensing, and permitting fees. No Original Model Colony revenue will be used to support the Ontario Ranch development. The Development Agreement and the related tract map(s) conditions require the developer to construct public infrastructure

**BACKGROUND:** In October 2005, the City Council approved the Edenglen Specific Plan and the Environmental Impact Report (EIR). The Specific Plan established the land use designations, development standards, and design guidelines for approximately 159 gross acres of land, which included the potential development of 584 single-family units 217,520 square feet of commercial space, and 550,000 square feet of business park/light industrial space. Subsequently, the City Council approved a Development Agreement, File No. PDA05-001, between the City of Ontario and Brookfield Edenglen, LLC to develop to 61.1 acres of land within Planning Areas 1 through 8, the residential component, of the Edenglen Specific Plan. Since that initial Development Agreement approval, several agreements and one amendment have been approved by the City to provide the Applicant flexibility in constructing the Edenglen Community during the recession.

The Applicant is now requesting a Second Amendment to the original Development Agreement and extend the term of the Development Agreement and to clarify and update the phasing of the construction of public infrastructure to serve Tract Map No's 17392, 17558, 17559, 17560, 17561, 17562, 17563, 17564, 18789, 18790, and 18791. Key points of the Second Amendment are as follows:

1. The term of the Development Agreement will be extended for an additional five (5) year period.
2. The DIF Credit and Reimbursement provisions in the existing Development Agreement will be restated and replaced by a separate DIF Credit and Reimbursement Agreement.
3. The Second Development Agreement Amendment will require that the remaining street improvements on Mill Creek Avenue and Chino Avenue immediately adjacent to the Edenglen Project are to be completed within a reasonable period of time.
4. Except for the amount to be retained in the escrow account under number 3 above, the remaining funds in the escrow account established for the funding of the Mill Creek Avenue and Chino Avenue improvements will be distributed back to Edenglen Ontario upon completion and execution of the proposed Second Development Agreement Amendment.
5. The City will not issue any DIF Credit for the improvements constructed by Brookfield for improvements in Mill Creek and Chino Avenues in the Storm Drain and Sewer DIF categories until the improvements are completed and connected to permanent master-planned sewer and storm drain systems.

6. Prior to requesting building permits for any units beyond a total of four hundred eighty-five (485) units, Brookfield will complete the design and construction of permanent master planned sewer and storm drain improvements in Mill Creek Avenue to serve the Edenglen Project,.
7. If prior to Brookfield requesting building permits for any units beyond a total of four hundred eighty-five (485) units, the City determines that master planned sewer improvements are available in Mill Creek Avenue at or near the intersection of Mill Creek Avenue and Ontario Ranch Road, then City will notify Brookfield of such available connections. Within ninety (90) days following such notice, Brookfield will initiate the design and construction of permanent master planned sewer improvements from the Edenglen Project to a point of connection located at the intersection of Mill Creek Avenue and Ontario Ranch Road.
8. If prior to Brookfield requesting building permits for any units beyond a total of four hundred eighty-five (485) units, the City determines that master planned storm drain improvements are available in Mill Creek Avenue at or near the intersection of Mill Creek Avenue and Ontario Ranch Road, then City will notify Brookfield of such available connections and Brookfield will initiate the design and construction of permanent master planned storm drain improvements from the Edenglen Project to a point of connection located at the intersection of Mill Creek Avenue and Ontario Ranch Road.
9. The City may require Brookfield to provide new or restated bonds to ensure the construction of the Mill Creek Avenue sewer and storm drain improvements in accordance with the provisions of the proposed Second Amendment and this letter.
10. If Brookfield does not initiate the design and construction, and/or does not complete the design and construction, of either the sewer and storm drain improvements in Mill Creek Avenue within the eighteen (18) month period, Brookfield will concur with, and cooperate with, all City actions to compel the surety company that has issued the completion bonds for the sewer and storm drain improvements to initiate and/or complete the construction of the sewer and storm drain improvements. Additionally, Brookfield agrees that the current bonds issued by the surety company will be retained and maintained by Brookfield until the completion of the sewer and storm drain improvements by Brookfield or the surety company.
11. The City will design and construct the extension of the Recycled Water line in Riverside Drive to a point adjacent to the Edenglen Project. Once the City has completed the construction of the extension of the Recycled Water line in Riverside Drive, Brookfield will connect the recycled water system within the Edenglen Project to the permanent master planned Recycled Water line in Riverside Drive and abandon further use of the agricultural water provided under the Well Use Agreement.
12. Upon completion and execution of a Second Amendment to the Development Agreement and the DIF Credit and Reimbursement Agreement, the City will issue reimbursements from DIF fees previously paid and not refunded when sufficient DIF Credit is provided to the City and in compliance with the separate DIF Credit and Reimbursement Agreement and City policies.

13. The completion of the neighborhood edge landscaping behind sidewalk along Chino Avenue, from Mill Creek Avenue to Edenglen Avenue may be deferred until Brookfield files an application for modification of the Tract Map for Tract 17392 to retain the utility power lines along the north side of Chino Ave or until Brookfield relocates the utility poles and underground the distribution facilities.
14. Brookfield will continue to reimburse the City for all maintenance requirements and retain the performance bond for Sewer pump station until the Project is connected to permanent master planned sewer facilities in Mill Creek Avenue.

The main points of the original agreement addressing Development Impact Fees (DIF); public service funding; Community Facilities District (CFD) for maintenance of public facilities; park/open space requirements; affordable housing fees; and, school facilities requirements remain in force.

In considering the application at their meeting of February 27, 2018, the Planning Commission found that the Second Amendment to the Development Agreement was consistent with State law; The Ontario Plan; the City's Development Agreement policies; and other Development Agreements previously approved for Ontario Ranch developments; and, with a 5 to 0 vote (Resolution No. PC18-023), recommended approval of the Second Amendment to the Development Agreement to the City Council.

Edenglen Ontario, LLC, is under the control of Brookfield Residential Properties.

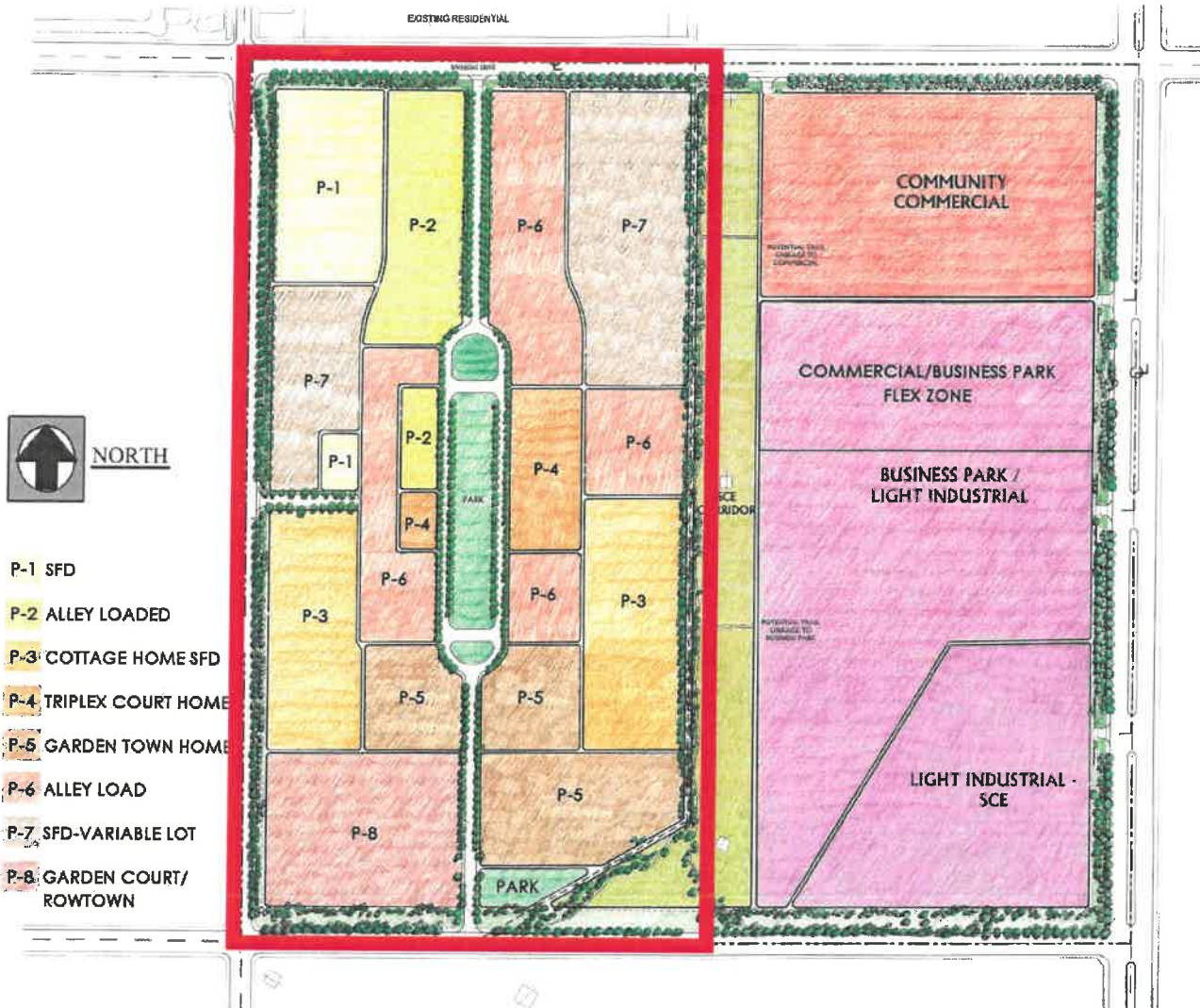
**HOUSING ELEMENT COMPLIANCE:** The project is consistent with the Housing Element of the Policy Plan (General Plan) component of The Ontario Plan. The project site is one of the properties listed in the Available Land Inventory contained in Table A-3 (Available Land by Planning Area) of the Housing Element Technical Report Appendix, and the proposed project is consistent with the maximum number of dwelling units and density specified within the Edenglen Specific Plan. Per the Available Land Inventory, the Edenglen Specific Plan is required to provide 584 dwelling units.

**AIRPORT LAND USE COMPATIBILITY PLAN (ALUCP) COMPLIANCE:** The project site is located within the Airport Influence Area of the Ontario International Airport (ONT), and has been found to be consistent with the policies and criteria set forth within the ALUCP for ONT.

**ENVIRONMENTAL REVIEW:** The environmental impacts of this project were previously reviewed in conjunction with the Edenglen Specific Plan EIR (SCH# 2004051108) that was adopted by the City Council on October 4, 2005. This project introduces no new significant environmental impacts. All previously adopted mitigation measures are be a condition of project approval and are incorporated herein by reference.

# EXHIBIT "A"

## Edenglen Specific Plan Land Use Plan





ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING THE SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT, FILE NO. PDA05-001, BETWEEN THE CITY OF ONTARIO AND EDENGLLEN ONTARIO, LLC, TO CLARIFY AND UPDATE THE TIMING OF THE CONSTRUCTION OF PUBLIC INFRASTRUCTURE, THE DEVELOPMENT IMPACT FEE PROVISIONS, AND THE EXTENSION OF THE TERM OF THE AGREEMENT TO SERVE TRACT MAP NO'S 17392, 17558, 17559, 17560, 17561, 17562, 17563, 17564, 18789, 18790, 18791, AND 17564, GENERALLY LOCATED NORTH OF CHINO AVENUE, SOUTH OF RIVERSIDE DRIVE, EAST OF MILL CREEK AVENUE, AND WEST OF THE SCE UTILITY CORRIDOR, WITHIN PLANNING AREAS 1 THROUGH 8 OF THE EDENGLLEN SPECIFIC PLAN, AND MAKING FINDINGS IN SUPPORT THEREOF — APNS: 0218-171-15; 0218-921-07, 08, 16, 19, 22, AND 30; 0218-931-01 THROUGH 25; 218-931-75 THROUGH 89; 0218-932-01 THROUGH 21; 0218-933-01 THROUGH 17; 0218-934-01 THROUGH 24; 0218-935-01 THROUGH 04; 0218-935-12 THROUGH 19; 0218-935-22 THROUGH 38; 0218-941-01 THROUGH 39; 0218-941-55 THROUGH 93; 0218-951-01 THROUGH 70; 0218-952-19 THROUGH 82; 0218-954-01 THROUGH 42; 0218-955-01 THROUGH 42; 0218-956-01 THROUGH 58; 0218-961-07 THROUGH 88.

WHEREAS, CALIFORNIA GOVERNMENT CODE SECTION 65864 NOW provides, in pertinent part, as follows:

“The Legislature finds and declares that:

(a) The lack of certainty in the approval process of development projects can result in a waste of resources, escalate the cost of housing and other developments to the consumer, and discourage investment in and commitment to comprehensive planning which would make maximum efficient utilization of resources at the least economic cost to the public.

(b) Assurance to the Applicant for a development project that upon approval of the project, the Applicant may proceed with the project in accordance with existing policies, rules and regulations, and subject to conditions of approval, will strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic costs of development.”

WHEREAS, California Government Code Section 65865 provides, in pertinent part, as follows:

“Any city ... may enter into a Development Agreement with any person having a legal or equitable interest in real property for the development of such property as provided in this article ...”

WHEREAS, California Government Code Section 65865.2. provides, in part, as follows:

“A Development Agreement shall specify the duration of the Agreement, the permitted uses of the property, the density of intensity of use, the maximum height and size of proposed buildings, and provisions for reservation or dedication of land for public purposes. The Development Agreement may include conditions, terms, restrictions, and requirements for subsequent discretionary actions, provided that such conditions, terms, restrictions, and requirements for discretionary actions shall not prevent development of the land for the uses and to the density of intensity of development set forth in this Agreement ...”

WHEREAS, on April 4, 1995, the City Council of the City of Ontario adopted Resolution No. 95-22 establishing procedures and requirements whereby the City of Ontario may consider Development Agreements; and

WHEREAS, on September 10, 2002, the City Council of the City of Ontario adopted Resolution No. 2002-100 which revised the procedures and requirements whereby the City of Ontario may consider Development Agreements; and

WHEREAS, on November 15, 2005, the City Council of the City of Ontario, adopted Ordinance No. 2820, approving a Development Agreement between Brookfield Edenglen, LLC and the City; and

WHEREAS, the CITY and OWNER have previously supplemented the Development Agreement pursuant to: the Supplemental Memorandum of Agreement By and Between the City of Ontario and Edenglen Ontario LLC, (hereinafter the “First Supplemental Memorandum”) dated February 20, 2007; the Second Supplemental Memorandum of Agreement By and Between the City of Ontario and Edenglen Ontario LLC, (hereinafter the “Second Supplemental Memorandum”) dated November 14, 2007; the Third Supplemental Memorandum of Agreement By and Between the City of Ontario and Edenglen Ontario LLC, (hereinafter the “Third Supplemental Memorandum”) dated January 17<sup>th</sup>, 2008; the Amended and Restated Fourth Supplemental Memorandum of Agreement By and Between the City of Ontario and Edenglen Ontario LLC, dated, June 7, 2010 and the First Amendment to the Development Agreement by and between the City of Ontario and Edenglen Ontario LLC, dated January 1, 2011 (collectively, the Development Agreement); and

WHEREAS, OWNER and CITY also previously entered into the “Agreement For Temporary Water Service From and Abandonment of Agricultural Well, dated September 27, 2006 (hereinafter, the “Well Use Agreement”); and

WHEREAS, attached to this Ordinance, marked Exhibit “A” and incorporated herein by this reference, is the proposed Second Amendment to the Development Agreement between Edenglen Ontario, LLC, and the City of Ontario, File No. PDA05-001. Hereinafter in this Ordinance, the Development Agreement is referred to as the “Development Agreement”; and

WHEREAS, the environmental impacts of this project were previously reviewed in conjunction with the Edenglen Specific Plan EIR (SCH# 2004051108) that was adopted by the City Council on October 4, 2005. This project introduces no new significant environmental impacts. All previously adopted mitigation measures are be a condition of project approval and are incorporated herein by reference; and

WHEREAS, on February 27, 2018, the Planning Commission of the City of Ontario conducted a hearing to consider the Project and concluded said hearing on that date. After considering all public testimony, the Planning Commission voted 5 to 0 to adopt their Resolution No. PC18-023, recommending approval of the Development Agreement Amendment to the City Council; and

WHEREAS, On March 20, 2018, 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 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 previously adopted Edenglen Specific Plan EIR (SCH# 2004051108) that was adopted by the City Council on October 4, 2005, and supporting documentation. Based upon the facts and information contained in the addendum to the Edenglen Specific Plan EIR (SCH# 2004051108) and supporting documentation, the City Council finds as follows:

(1) The environmental impacts of this project were previously reviewed in conjunction with the previously adopted addendum to the Edenglen Specific Plan EIR (SCH# 2004051108) that was adopted by the City Council on October 4, 2005. This application introduces no new significant environmental impacts; and

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

(3) The City's "Guidelines for the Implementation of the California Environmental Quality Act (CEQA)" provide for the use of a single environmental assessment in situations where the impacts of subsequent projects are adequately analyzed. This Application introduces no new significant environmental impacts.

(4) All previously adopted mitigation measures shall be a condition of project approval, as they are applicable to the Project, and are incorporated herein by this reference.

(5) The Addendum contains a complete and accurate reporting of the environmental impacts associated with the Project, and reflects the independent judgment of the City Council; and

(6) There is no substantial evidence in the administrative record supporting a fair argument that the project may result in significant environmental impacts; and

**SECTION 2. *Subsequent or Supplemental Environmental Review Not Required.*** Based on the Addendum, all related information presented to the City Council, and the specific findings set forth in Section 1, above, the City Council finds that the preparation of a subsequent or supplemental Environmental Impact Report is not required 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 Consistency.*** Pursuant to the requirements of California Government Code Chapter 3, Article 10.6, commencing with Section 65580, as the decision-making body for the Project, the City Council finds that based on the facts and information contained in the Application and supporting documentation, at the time of Project implementation, The project is consistent with the Housing Element of the Policy Plan (General Plan) component of The Ontario Plan. The project site is one of the properties listed in the Available Land Inventory contained in Table A-3 (Available Land

by Planning Area) of the Housing Element Technical Report Appendix, and the proposed project is consistent with the maximum number of dwelling units and density specified within the Edenglen Specific Plan. Per the Available Land Inventory, the Edenglen Specific Plan is required to provide 584 dwelling units.

**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 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, 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 substantial evidence presented to the City Council during the above-referenced hearing on March 20, 2018, including written and oral staff reports, together with public testimony, the City Council hereby specifically finds as follows:

a. The Development Agreement applies to approximately 61.1 acres of land generally located north of Chino Avenue, south of Riverside Drive, east of Mill Creek Avenue, and west of the SCE utility corridor, within Planning Areas 1 through 8, of the Edenglen Specific Plan), and is presently improved with residential development and residential construction is on-going; and

b. The properties to the north of the Project site are within the Creekside Specific Plan, are developed with open space and residential uses. The property to the south of the project site is developed with a SCE substation. The properties to the east are within the Edenglen Specific Plan, are designated for Utility Corridor, Commercial, Business Park, and Industrial uses and are vacant and developed with a landscape nursery. The property to the west is developed with a high school; and

c. This Development Agreement will provide for the continued orderly development of the Edenglen Specific Plan; and

d. This Development Agreement will not be materially injurious or detrimental to the adjacent properties and will have a significant impact on the environment or the surrounding properties. The environmental impacts of this project were previously adopted Edenglen Specific Plan EIR (SCH# 2004051108) that was adopted by the City Council on October 4, 2005, and supporting documentation. This application introduces no new significant environmental impacts; and

e. All adopted mitigation measures of the related EIR shall be a condition of project approval and are incorporated herein by 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 Second Amendment to the Development Agreement, File No. PDA05-001, attached hereto as "Exhibit 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 \_\_\_\_\_ 2018.

\_\_\_\_\_  
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 March 20, 2018 and adopted at the regular meeting held \_\_\_\_\_, 2018 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)



**EXHIBIT A:**

**Development Agreement Amendment**

*(Development Agreement Amendment to follow this page)*

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

City of Ontario  
303 East "B" Street  
Ontario California, California 91764  
Attn: City Clerk

Exempt from Fees Per Gov. Code § 6301

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Space above this line for Recorder's Use Only

**SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT**

**By and Between**

**City of Ontario, a California municipal corporation,**

**And**

**EDENGLEN ONTARIO LLC, a Delaware limited liability company,**

\_\_\_\_\_, 2018

**San Bernardino County, California**

**SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND  
BETWEEN THE CITY OF ONTARIO AND EDENGLLEN ONTARIO LLC**

This Second Amendment (hereinafter "Second Amendment") is entered into effective as of the \_\_\_\_\_ day of \_\_\_\_\_ 2018 by and among the City of Ontario, a California municipal corporation (hereinafter "CITY"), and Edenglen Ontario LLC, a Delaware limited liability company (hereinafter "OWNER").

**RECITALS**

WHEREAS, the CITY and OWNER have previously entered into a Development Agreement pursuant to Section 65864, et seq., of the Government Code, (hereinafter the "Original Development Agreement"); and

WHEREAS, the CITY and OWNER have previously supplemented the Development Agreement pursuant to: the Supplemental Memorandum of Agreement By and Between the City of Ontario and Edenglen Ontario LLC, (hereinafter the "First Supplemental Memorandum") dated February 20, 2007; the Second Supplemental Memorandum of Agreement By and Between the City of Ontario and Edenglen Ontario LLC, (hereinafter the "Second Supplemental Memorandum") dated November 14, 2007; the Third Supplemental Memorandum of Agreement By and Between the City of Ontario and Edenglen Ontario LLC, (hereinafter the "Third Supplemental Memorandum") dated January 17th, 2008; the Amended and Restated Fourth Supplemental Memorandum of Agreement By and Between the City of Ontario and Edenglen Ontario LLC, dated, June 7, 2010 and the First Amendment to the Development Agreement by and between the City of Ontario and Edenglen Ontario LLC, dated January 1, 2011 (collectively, the Development Agreement); and

WHEREAS, OWNER and CITY also previously entered into the "Agreement For Temporary Water Service From and Abandonment of Agricultural Well, dated September 27, 2006 (hereinafter, the "Well Use Agreement"); and

WHEREAS, the Development Plan and Development Approvals as defined in the Development Agreement included all permits and other entitlements for use subject to approval or issuance by CITY, including the Subdivision Agreement for Final Tract Map No. 17392, known as the "A map", (hereinafter referred to as the "Subdivision Agreement") that, among other things, required the dedication of Rights of Way and the construction of public improvements; and

WHEREAS, the Development Plan and Development Approvals as defined in the Development Agreement also includes all permits and other entitlements for use subject to the approval or issuance by CITY, including the Subdivision Agreements for Final Tract Map Nos. 17558, 17559, 17560, 17561, 17562, 17563, 17564, 18789, 18790, 18791, and 17564; that among other things, required the construction of public improvements; and

WHEREAS, Section 2.5 of the Development Agreement specifies that the Development Agreement may be amended in whole or in part only in the manner provided for in Government Code Section 65868.1 and the procedure for adopting and entering into an amendment to the Development Agreement shall be the same as the procedure for adopting and entering into the Development Agreement; and

WHEREAS, OWNER has previously requested to modify the number of residential units that may utilize the existing temporary connection to CITY's sewer infrastructure and OWNER has acknowledged that by agreeing to expand the use of the existing temporary connection to CITY's sewer infrastructure, OWNER and CITY have reduced the capacity in CITY's sewer facilities such that other adjacent property owners may be unable to develop authorized uses on their property. In recognition of this, OWNER has previously agreed to construct improvements to the CITY's sewer facilities to expand the capacity of such facilities, if and when, the owners of the adjacent properties proceed with the development and connection to CITY's sewer infrastructure. Additionally, OWNER has previously agreed to provide sufficient security in the form of an acceptable Performance Bond or other acceptable security to ensure the construction of expanded sewer facilities, when CITY determines that such facilities are required, in the CITY's sole and absolute discretion; and

WHEREAS, it is recognized by OWNER and CITY that the availability of permanent sewer services and storm drain infrastructure to serve the Property may not be constructed without the future participation of other developable property owned by OWNER and others that will be served by the same infrastructure; and

WHEREAS, the Development Agreement between the City and OWNER, reflects the assumption that the consortium of developers, organized as NMC Builders LLC would jointly-fund and construct certain master planned infrastructure improvements, including the extension of recycled water facilities; sewer facilities and storm drain facilities to serve the Property. Since the approval of the Development Agreement between the City and the OWNER, the scope of the improvements to be constructed by NMC Builders LLC has been significantly reduced and will not be constructing these master planned infrastructure improvements to provide for the extension of recycled water, sewer or storm drain facilities to the Project; and

WHEREAS, the City of Ontario and NMC Builders LLC have previously entered into the First Amended and Restated Agreement for the Financing and Construction of Limited Infrastructure Improvements to Serve the Easterly Portion of the New Model Colony in August 2012 (the "Construction Agreement Amendment") and such Construction Agreement Amendment no longer requires NMC Builders LLC to construct public improvements to serve the Project; and

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; and

WHEREAS, the CITY and OWNER have previously agreed to the use of interim facilities for storm drain and sewer utilities for the Project; and

WHEREAS, the CITY has previously agreed to allow the interim use of water from an agricultural well in-lieu of requiring the extension of master planned recycled water facilities to serve the Project; and

WHEREAS, the term of the Development Agreement was for a 10-year period and OWNER requested to extend the term of the Development Agreement for an additional 5-year period pursuant to Section 2 of the Development Agreement; and

WHEREAS, the CITY granted a temporary extension of the original term to allow the CITY and OWNER to negotiate the terms of this Second Amendment and to determine that OWNER was in compliance with the Development Agreement;

WHEREAS, upon approval and recordation of this Second Amendment, OWNER will be determined by CITY to be in compliance with the terms of the Development Agreement and CITY shall approve the extension of the term of the Development Agreement for an additional 5-year period;

WHEREAS, the CITY and OWNER agree that execution of this Second Amendment shall constitute Certification of Agreement Compliance under Section 6.4 of the Development Agreement and City shall issue "Certificate of Agreement Compliance" within 10 days following the effective date of this Second Amendment.

### **AGREEMENTS**

NOW, THEREFORE, in consideration of the above recitals and of the mutual agreements hereinafter contained, the parties agree as follows:

1. Modification of OWNER's Responsibility for Construction of Master Planned Sewer Facilities to Serve the Property. OWNER and CITY agree that the Section 1, including all subsections a. through i. of the First Amendment to the Development Agreement shall be replaced and superseded by the following:

1.1 OWNER agrees that within ninety (90) days of receiving written notice from CITY that master planned sewer facilities are available at or near the intersection of Ontario Ranch Road and Mill Creek Avenue, OWNER shall initiate the design and construction of permanent master planned sewer improvements from the Edenglen Project to a point of connection located at the intersection of Mill Creek Avenue and Ontario Ranch Road. OWNER agrees that OWNER shall diligently pursue and complete the construction of the permanent master planned sewer improvements to serve the Project within eighteen (18) months after notification from CITY. CITY agrees that this eighteen-month (18) period may be extended at the sole discretion of the City Engineer if OWNER requests an extension due to construction delays. The master planned sewer facilities to be constructed by

OWNER shall be as described in Exhibit F-A, attached hereto and incorporated herein.

- 1.2 OWNER also agrees that regardless of whether master planned sewer facilities are available at, or near, the intersection Ontario Ranch Road and Mill Creek Avenue, OWNER shall design and complete the construction of master planned sewer facilities in the Sewer Master Plan to serve the Property, including the extension of the master planned sewer facilities in Mill Creek Avenue, prior to, and as a condition precedent to OWNER requesting a building permit for the four hundred eighty fifth (485<sup>th</sup>) residential unit for the Property. Until such time as OWNER has completed the master planned sewer facilities to serve the Property, OWNER shall continue to be responsible for all costs for maintaining and operating the existing temporary sewer facilities including, but not limited to, all utilities and power costs, and the costs of on-going maintenance and repairs and connections to CITY's telemetry monitoring system. The master planned sewer facilities to be constructed by OWNER shall be as described in Exhibit F-B.
- 1.3 OWNER shall retain in full force and effect the Performance Bonds and Labor and Materials Bonds ("Bonds") to ensure that OWNER shall continue to be responsible to operate and maintain OWNER's sewer pumping facilities until permanent sewer facilities are completed and accepted by the CITY. If OWNER does not initiate the design and construction, or does not complete the design and construction, of the master planned sewer facilities in Mill Creek Avenue to serve the Project within the eighteen (18) month period as described in Section 1.1, OWNER concurs with, and OWNER shall cooperate with, all actions by CITY to compel the surety company that has issued the completion bonds for the sewer to initiate and/or complete the construction, as necessary, of the master planned sewer facilities as described in Exhibit F-A. Additionally, if OWNER fails to perform OWNER's responsibilities for the operation and maintenance of the sewer pumping facilities, as required by CITY, OWNER agrees that CITY shall proceed to call, and require performance by, the issuer of the Bonds.
- 1.4 CITY agrees that if a portion of the master planned sewer facilities as described in Exhibit F, are constructed by OWNER or others, OWNER may provide alternate security in the form of a new Bonds for the estimated remaining design and construction costs, as determined by the City Engineer, for the permanent master planned sewer facilities as described in Exhibit F-B and the estimated costs for the proper abandonment and removal of the temporary sewer facilities, in-lieu of the current Bonds for the construction of the previous master planned sewer facilities to serve the Property. If OWNER does not proceed with the construction and completion of the required master planned sewer improvements as described in Section 1.1 and Exhibit F-A or, alternatively Section 1.2 and Exhibit F-B, OWNER shall have breached this Second Amendment and CITY and OWNER agree that CITY shall proceed to call, and require performance by, the issuer of the Bonds.

2. Modification of OWNER's Responsibility for the Construction of Permanent Storm Drain Facilities to Serve the Property. CITY and OWNER agree that Section 2, including subsections a and b shall be replaced and superseded by the following:

"a. OWNER agrees that within ninety (90) days of receiving notice from CITY that permanent master planned storm drain facilities are available at, or near, the intersection of Ontario Ranch Road and Mill Creek Avenue OWNER agrees that OWNER shall diligently pursue and complete the construction of the permanent master planned storm drain improvements to serve the Project in Mill Creek Avenue from the Project to the connection to constructed storm drain improvements in Mill Creek Avenue and Ontario Ranch Road, within eighteen (18) months after notification from CITY. CITY agrees that this eighteen-month (18) period may be extended at the sole discretion of the City Engineer, if OWNER requests an extension due to construction delays. The master planned storm drain improvements to be constructed by OWNER shall be as described in Exhibit F-A, attached hereto and incorporated herein.

b. OWNER also agrees that regardless of whether master planned storm drain facilities are available at, or near, the intersection Ontario Ranch Road and Mill Creek Avenue, OWNER shall design and complete the construction of master planned storm drain improvements to serve the Property, including the extension of the master planned storm drain improvements in Mill Creek Avenue from the Project to a connection to the Countyline Channel, prior to, and as a condition precedent to OWNER requesting a building permit for the four hundred eighty fifth (485<sup>th</sup>) residential unit for the Property. Until such time as OWNER has completed the master planned storm drain facilities to serve the Property, OWNER shall continue to be responsible for all costs for maintaining and operating the existing temporary storm drain basin facilities including, but not limited to, the costs of any and all maintenance and repairs. The master planned storm drain improvements to be constructed by OWNER shall be as described in Exhibit F-B.

c. OWNER shall retain in full force and effect the Performance Bonds and Labor and Materials Bonds ("Bonds") to ensure that OWNER designs, constructs and completes the storm drain improvements in Mill Creek Avenue. If OWNER does not initiate the design and construction, or does not complete the design and construction, of the master planned sewer facilities in Mill Creek Avenue to serve the Project within the eighteen (18) month period as described in Section 2.1, OWNER concurs with, and OWNER shall cooperate with, all actions by CITY to compel the surety company that has issued the completion bonds for the storm drain improvements to initiate and/or complete the construction, as necessary, of the master planned storm drain improvements as described in Exhibit F-A. OWNER shall continue in full force and effect, the Performance Bond and Labor and Materials Bond ("Bonds") to ensure that OWNER shall continue to be fully responsible for the maintenance of OWNER's interim storm drain basin facilities until permanent storm drain facilities are completed.

d. CITY agrees that if a portion of the master planned storm drain improvements as described in Exhibit F-B, are constructed by OWNER or others, OWNER may provide alternate security in the form of a new Bonds for the estimated remaining design and construction costs, as determined by the City Engineer, for the permanent master planned sewer facilities as described in Exhibit F-B and the estimated costs for the proper abandonment and removal of the temporary storm drain basin facilities, in-lieu of the current Bonds for the construction of the previous master planned storm drain improvements to serve the Property. If OWNER does not proceed with the construction and completion of the required master planned storm drain improvements as described in Section 2.1 and Exhibit F-A or, alternatively Section 2.2 and Exhibit F-B, OWNER shall have breached this Second Amendment and CITY and OWNER agree that CITY shall proceed to call, and require performance by, the issuer of the Bonds.

3. Modifications to the Development Agreement and First Amendment regarding Development Impact Fees.

3.1 Modifications to of Section 4.2 of the Development Agreement regarding Development Impact Fees. CITY and OWNER agree to modify Section 4.2 of the Development as follows:

“a. Subsections 4.2.1 and 4.2.2 of the Development Agreement shall be replaced by the following Subsections 4.2.1 and 4.2.2:

“4.2.1 Amount of Development Impact Fee. Development Impact Fees (DIF) shall be paid by OWNER. The Development Impact Fee amounts to be paid by OWNER shall be the amounts that are in effect at the time such amounts are due. Nothing contained in this Agreement shall affect the ability of the CITY to impose new Development Impact Fees or amend the amounts of existing Development Impact Fees. Additionally, nothing contained in this Agreement shall affect the ability of other public agencies that are not controlled by CITY to impose and amend, from time to time, Development Impact Fees established or imposed by such other public agencies, even though such Development Impact Fees may be collected by CITY.

4.2.2 Time of Payment. The Development Impact Fees required pursuant to Subsection 4.2.1 shall be paid to CITY prior to the issuance of building permit for each applicable residential or other unit, except for the Open Space and Habitat Acquisition Development Impact fee, which shall be paid by OWNER to CITY prior to the issuance of a grading permit.”

b. Subsection 4.2.3 shall be retained and shall continue to be in full force and effect.

c. Subsections 4.2.4 and Subsections 4.2.5 shall be removed and replaced with the following Subsections 4.2.4 and 4.2.5:



“4.2.4 Construction of DIF Program Infrastructure (Construction Agreement). To the extent OWNER is required to construct and completes construction of public improvements that are included in CITY’s Development Impact Fee Program and the Construction Agreement between CITY and NMC Builders LLC, CITY agrees that CITY shall issue DIF Credit in accordance with the provisions of the Construction Agreement and any amendments thereto. Use of DIF Credit issued to OWNER as a member of NMC Builders LLC to offset OWNER’s DIF payment obligations shall also be subject to the provisions of the Construction Agreement and any amendments thereto.

“4.2.5 Construction of DIF Program Infrastructure (Non-Construction Agreement). To date, OWNER has constructed and completed, and CITY has accepted public improvements that are in CITY’s Development Impact Fee Program. CITY has issued to OWNER credits against OWNER’s DIF Obligations and OWNER has previously used such credits against OWNER’s DIF Obligations in the amounts and in the DIF Program categories as shown in the attached Exhibit 1, attached hereto and incorporated herein. OWNER agrees that CITY has issued all DIF Credit due to OWNER from OWNER’s previously completed and accepted DIF Program public improvements To the extent OWNER is required to construct and completes construction of additional public improvements that are included in CITY’s Development Impact Fee Program and such public improvements are not included the Construction Agreement Amendment between CITY and NMC Builders LLC, CITY agrees that CITY shall issue DIF Credit in accordance with the provisions of a separate Development Impact Fee Credit Agreement for Facility Construction (“DIF Credit Agreement”) between CITY and OWNER. Any and all limitations on the use of DIF Credit currently held by OWNER or issued to OWNER to offset OWNER’s DIF payment obligations shall also be subject to the provisions of a separate DIF Credit Agreement. CITY and OWNER agree that the DIF Credit Agreement between CITY and OWNER shall comply with CITY’s adopted policies applicable to such agreements. Notwithstanding the above, CITY shall not issue any DIF Credit to OWNER for the improvements constructed by OWNER in Mill Creek and Chino Avenues in the Storm Drain and Sewer DIF Local Adjacent DIF categories until the improvements are completed and connected to permanent master-planned sewer and storm drain systems.”

3.2 CITY’s Use of OWNER’s Refunded Development Impact Fees for the Construction of Permanent Master Planned Recycled Water Facilities to Serve the Property. The CITY and OWNER also agree to add the Subsection 4.2.6 to the Development Agreement as follows:

“4.2.6 CITY and OWNER agree that OWNER has previously paid to CITY, Development Impact Fees (DIF) in the Water DIF Category and it is anticipated that OWNER shall complete and CITY shall accept DIF Program Improvements in the Local Adjacent Water DIF category. CITY and OWNER agree that CITY and OWNER shall enter into a separate DIF Credit and Reimbursement Agreement as

referenced in Section 4.2.5. Subject to the provisions of such separate DIF Credit and Reimbursement Agreement, it is contemplated that OWNER's completed DIF Program Improvements in the Local Adjacent Water category will be eligible for DIF Credit from the City in the Local Adjacent Water category. Upon completion of such recycled water improvements by CITY, OWNER shall connect the recycled water system within the Edenglen Project to the permanent master planned Recycled Water line in Riverside Drive and abandon further use of the agricultural water provided under the Well Use Agreement between the City and OWNER. In recognition of the costs to the CITY for the design and construction of the extension of the Recycled Water improvements in Riverside Drive from Haven Avenue to a point adjacent to the Project, and as shown on the attached Exhibit F-B. OWNER's reimbursement for DIF Credit shall be reduced by an amount equal to the actual CITY costs for design and construction of the extension of the recycled water improvements up to a maximum reduction of four hundred thousand dollars \$400,000. The determination of the CITY's actual costs for the design and construction of the recycled water improvements in Riverside Drive will be included within the DIF Credit and Reimbursement Agreement and will be generally in conformance with the provisions of Section 1.5 of the Construction Agreement Amendment. OWNER shall also continue to maintain the existing recycled water system with the existing connection to the agricultural well until such time as the master planned recycled water facilities are available and OWNER has completed the construction of the connection to the master planned recycled water facilities in Riverside Avenue."

5. Disposition of Remaining Deposits in the Escrow Account for the Construction of Improvements. CITY and OWNER agree that Sections 3, 4 and 5 of the First Amendment to the Development Agreement are no longer applicable and shall be replaced and superseded by the following:

"a. Within thirty (30) days following the effective date of this Second Amendment, OWNER shall initiate construction to remediate the street improvements on Mill Creek Avenue and Chino Avenue immediately adjacent to the Project. Such remediation of the street improvement is to be completed by OWNER within a period of one hundred (180) days, including all reconstruction required to cure the pavement deficiencies of these street improvements. Once these street improvements are completed and accepted CITY shall issue DIF Credit to OWNER in the Local Adjacent Streets Category under the provisions of a DIF Credit and Reimbursement Agreement.

b. The remaining funds in the Escrow Account, which are \$602,928.51 as of January 16, 2018, established for the funding of the Mill Creek Avenue and Chino Avenue improvements will be retained within the Escrow Account and used exclusively for the OWNER's costs of reconstruction of the Mill Creek and Chino Avenue street improvements. Upon completion and acceptance of the Mill Creek and Chino Avenue street improvements by CITY, any remaining funds in Escrow Account shall be returned to OWNER. If OWNER's costs for the reconstruction of the Mill Creek and Chino Avenue street improvements exceed amount of remaining funds in the Escrow Account OWNER shall, at OWNER's option, either make additional deposits to the Escrow Account or fund

the costs for the reconstruction of the street improvements directly by OWNER outside of the Escrow Account. In either case, OWNER shall be responsible for the full costs for the reconstruction of the Mill Creek and Chino Avenue street improvements regardless of the availability of funds in the Escrow Account.

6. Restoration of Requirements within the Development Approvals – Subdivision Agreement – Final Tract Number 17392. OWNER agrees that Section 11 of the First Amendment to the Development Agreement is removed and replaced by the following:

“The requirements of the Subdivision Agreement for Final Tract Number 17392 are hereby modified as follows:

a. OWNER’s obligation to construct the extension of permanent sewer facilities from the Property to master planned sewer facilities as described in either Exhibit F-A or F-B to connect the Project to master planned sewer facilities shall be subject to the provisions of this Second Amendment.

b. OWNER’s obligation to construct the extension of permanent storm drain facilities from the Property to the County line Channel as describe in either Exhibit F-A or F-B to connect the Project to master planned storm drain facilities shall be subject to the provisions of this Second Amendment.

c. OWNER’s obligation to construct recycled water facilities to connect the Property to a permanent recycled water source in Riverside Drive shall be subject to the provisions of this Second Amendment.”

7. OWNER’s Continuing Obligations to Complete the Construction of the Neighborhood Edge Landscaping Behind the Sidewalk along Chino Avenue.

CITY and OWNER agree the completion of the construction of the neighborhood edge landscaping behind sidewalk along Chino Avenue, from Mill Creek Avenue to Edenglen Avenue may be deferred until OWNER files an application for modification of the Tract Map for Tract 17392 to retain the utility power lines along the north side of Chino Ave in their current location for both the transmission and distribution lines and revert the impacted developable lots to an expanded trail corridor within the existing SCE easement area or until OWNER relocates the utility poles and relocates the distribution facilities underground. OWNER shall will either file an application for a modification of Tract Map for Tract 17392 or initiate relocation of the utility poles and the undergrounding of the distribution facilities within one-hundred (180) days after the effective date of this Second Amendment.

8. OWNER’s Construction of Improvements. OWNER shall continue to follow CITY-approved bidding requirements, select a licensed contractor (approved by CITY in its reasonable discretion), and cause the construction of the required infrastructure all as detailed in the specifications to be provided by OWNER and approved by CITY. The construction of Improvements shall, without limitation, include the requirement that prevailing wages be paid as set forth herein and further described in the separate DIF Credit and Reimbursement Agreement. OWNER shall coordinate with CITY during the

bid and award process, and shall, prior to awarding the bid, provide to the CITY the submitted bids and the proposed contract.

9. Modification of OWNER's Other Requirements. CITY and OWNER agree that OWNER's Other Requirements as described in the Section 6 of the First Amendment and Exhibits 1-A and 1-B of the First Amendment have been completed or substantially completed by OWNER. The design and construction of the remaining infrastructure requirements for the Property are as described in Sections 1 and 2 herein and within the Subdivision Agreement for Final Tract Number 17392, as amended by the previous First Amendment and this Second Amendment.

10. Failure to Complete Any Remaining Required Improvements If OWNER fails to complete construction of any of the Improvements as described in Sections 1, 2, 5 and 7 or any of the remaining Improvements required by the Subdivision Agreement for Final Tract Number 17392, OWNER shall be deemed in default of the Development Agreement thereby entitling CITY to any and all remedies available, including, without limitation, any or all of the following:

- a. CITY shall have the right to decline to honor OWNER's use of DIF Credit(s) related to the affected improvements without liability;
- b. CITY may withhold any unissued OWNER's Project-related building permits, certificates of occupancy, or any other discretionary or ministerial approvals, without liability; and,
- c. CITY may terminate or modify the Development Agreement.

11. Extension of Term of Development Agreement. CITY and OWNER acknowledge that the term of the Development Agreement was for a period of ten (10) years from the effective date of the Development Agreement. CITY and OWNER also acknowledge that Section 2.3 of the Development Agreement provides that the term of the Development Agreement may be extended for an additional five (5) year period under certain conditions. CITY and OWNER agree that the required conditions have been met and CITY hereby grants an extension of the term of the Development Agreement for an additional five (5) year period. Such additional five (5) year period shall begin upon the date that this Second Amendment is effective.

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

13. Defined Terms/Other Provisions. Unless otherwise defined herein, capitalized terms contained in this Second Amendment shall have the meanings ascribed to them in the Development Agreement. Except as expressly amended herein, all provisions of the Development Agreement, as supplemented, restated and amended, shall remain.

14. Integration. This Second Amendment reflects the complete understanding of the parties with respect to the subject matter hereof. To the extent this Second Amendment conflicts with the Development Agreement, First Amendment, First Supplemental Memorandum, Second Supplemental Memorandum, Third Supplemental Memorandum, or Amended and Restated Fourth Supplemental Memorandum, this Second Amendment supersedes such previous document. In all other respects, the parties hereto re-affirm and ratify all other provisions of the Development Agreement, First Amendment, First, Second, Third and Fourth Supplemental Memoranda, as amended. This Second Amendment shall be recorded against the Property.

15. Indemnification. OWNER hereby agrees to indemnify, defend and hold harmless the CITY, its officials, officers, employees, agents, contractors and volunteers from and against any and all claims, suits or proceedings arising from or related to CITY's entering into, or carrying out, this First Amendment. This indemnification includes the payment of all penalties, fines, judgments, awards, decrees, attorney's fees and related costs or expenses incurred by the CITY.

16. Prevailing Wages. OWNER is aware of the requirements of California Labor Code Section 1720, et seq. (as amended by Stats 2001 ch 938 § 2 (S.B. 975)), and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., (collectively, the "Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, OWNER shall fully comply with such Prevailing Wage Laws. OWNER shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services available to interested parties upon request, and shall post copies at the OWNER's principal place of business and at the project site. OWNER shall defend, indemnify and hold the CITY, its officials, officers, employees, agents, contractors and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws."

17. Excusable Delay. Notwithstanding the foregoing provisions, performance by either party hereunder shall not be deemed to be in default where delay or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation brought by a third party, unusually severe weather, reasonably unforeseeable property conditions, acts of the other party, acts or failure to act of the other party or any other public or governmental agency or entity, or any causes beyond the control or without the failure of the party claiming an extension of time to perform. An extension of time for any such cause (an "Excusable Delay") shall be for the time period of the delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of knowledge of the commencement of the cause or from the date of the notice if provided after such thirty-day period. Notwithstanding the foregoing, none of the foregoing events shall constitute

an Excusable Delay unless and until the party claiming such delay and interference delivers to the other party written notice describing the event, its cause, when and how such party obtained knowledge, the date and the event commenced, and the estimated delay resulting therefrom. Any party claiming an Excusable Delay shall make a good faith effort to deliver such written notice within thirty (30) days after it obtains actual knowledge of the event and performance by either party of any of its obligations hereunder may be extended by written agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the date the ordinance adopting this Second Amendment becomes effective.

**SIGNATURE PAGE  
TO SECOND AMENDMENT TO DEVELOPMENT AGREEMENT**

**EDENGLLEN ONTARIO LLC  
"OWNER"**

Edenglen Ontario LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Name: Adrian Foley  
Title: Authorized Representative  
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

## Exhibit 1

### Edenglien DIF Credit Status/Potential Use of DIF Credit to Escrow to fund Improvements with Regional-Local Adjacent Splits

DIF Program Category	Amount of DIF Paid	Previously Refunded DIF	Current Unrefunded DIF Credit	Projected DIF Eligible Projects - Edenglien Constructed	Potential Refund - Amounts - Without further permits	Projected DIF Credits from NMC Builders*	Potential Refund - Amounts with NMC Builders DIF Credits without additional permits		DIF Obligation for Remaining P-7 Units	Potential Refund - Amounts with DIF from P7 units	DIF Obligation for Remaining P-8 Units	Potential Refund - Amounts with DIF from P7 and P8 units	DIF Paid - Not Refunded - After Payment of DIF for all Units
							Potential Refund - Amounts with NMC Builders DIF Credits without additional permits	Potential Refund - Amounts with DIF from P7 units					
Local Adjacent Streets	\$ 2,203,579	\$ (548,356)	\$ 1,655,223	\$ 377,721	\$ 377,721	\$ 1,413,892	\$ 1,655,223	\$ 121,685	\$ 1,776,908	\$ 118,850	\$ 1,895,758	\$ -	
Regional Streets	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 242,790	\$ -	\$ 148,727	\$ 148,727	\$ 145,261	\$ 242,790	\$ 51,197	
Local Adjacent Storm Drain	\$ 1,285,942	\$ (439,265)	\$ 846,677	\$ 775,977	\$ 775,977	\$ 656,967	\$ 846,677	\$ 253,897	\$ 1,100,574	\$ 84,275	\$ 1,184,849	\$ -	
Regional Storm Drain	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 865,861	\$ -	\$ 136,714	\$ 136,714	\$ 45,379	\$ 182,092	\$ -	
Local Adjacent Water	\$ 1,359,444	\$ (1,042,217)	\$ 317,227	\$ 546,405	\$ 546,405	\$ 338,383	\$ 317,227	\$ 153,142	\$ 470,369	\$ 122,980	\$ 593,349	\$ -	
Regional Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,833,345	\$ -	\$ 357,331	\$ 357,331	\$ 286,954	\$ 644,285	\$ -	
Local Adjacent Sewer	\$ 404,689	\$ -	\$ 404,689	\$ 206,387	\$ 206,387	\$ 85,370	\$ 291,757	\$ 28,261	\$ 320,018	\$ 31,340	\$ 351,358	\$ 112,932	
Regional Sewer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,840	\$ -	\$ 20,894	\$ -	\$ 39,734	
Local Adjacent Fiber	\$ 34,320	\$ (36,067)	\$ (1,747)	\$ -	\$ -	\$ 30,402	\$ -	\$ 31,095	\$ 30,402	\$ 45,482	\$ 30,402	\$ 44,428	
Regional Fiber	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 192,773	\$ -	\$ 13,326	\$ 13,326	\$ 19,492	\$ 32,819	\$ -	
<b>Totals</b>	<b>\$ 5,287,974</b>	<b>\$ (2,065,905)</b>	<b>\$ 3,222,069</b>	<b>\$ 1,906,490</b>	<b>\$ 1,906,490</b>	<b>\$ 5,659,581</b>	<b>\$ 3,110,884</b>	<b>\$ 1,263,017</b>	<b>\$ 4,394,368</b>	<b>\$ 920,906</b>	<b>\$ 5,157,762</b>	<b>\$ 248,290</b>	

**Assumptions:**

DIF Credit is issued for Storm Drain and Sewer Improvements that are not connected to Master Planned systems

Existing DIF Credit is reclassified to Regional and Local Adjacent splits

NMC Builders DIF Credit remains classified as Regional and Local Adjacent Credit

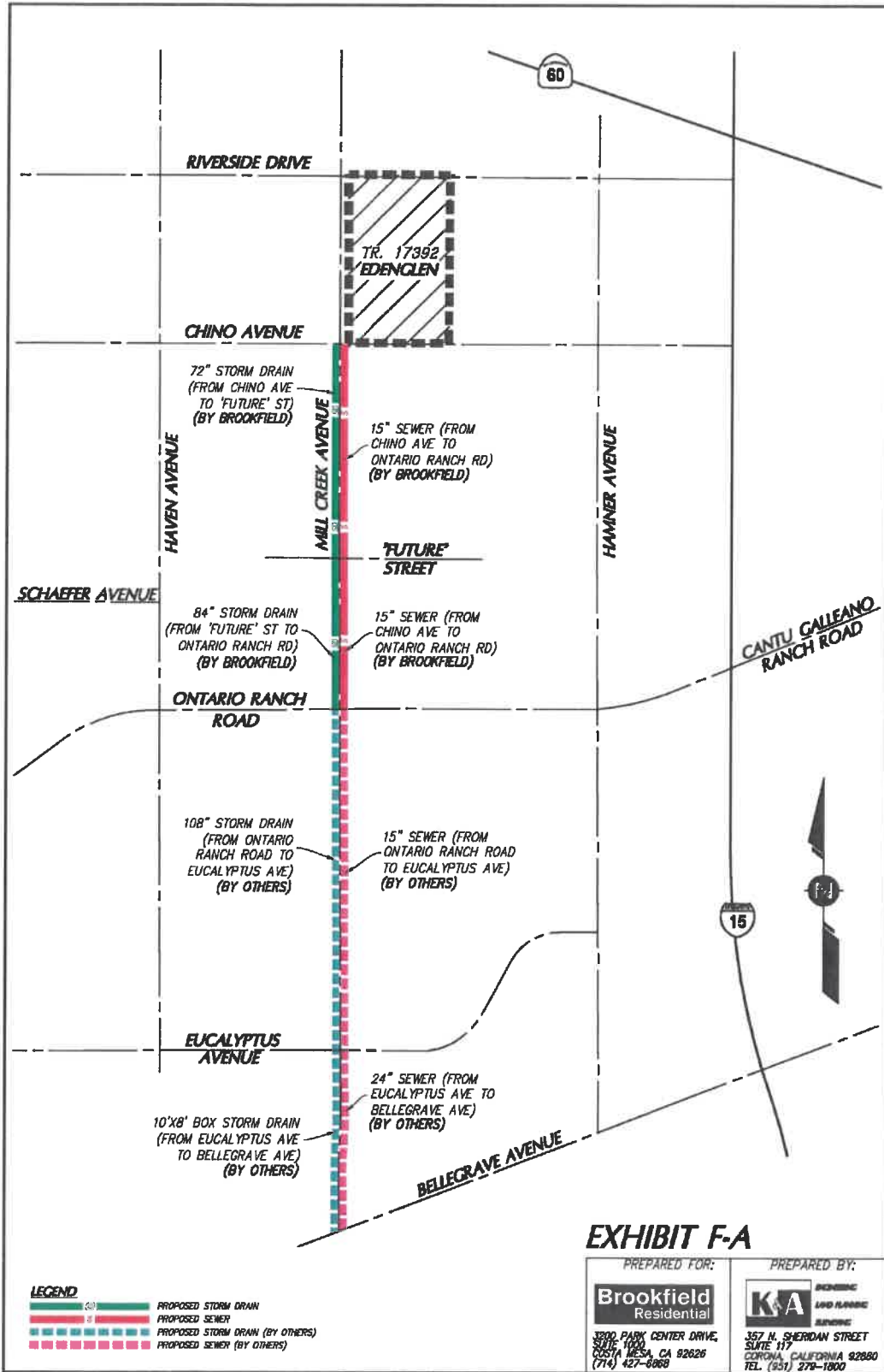
DIF Credits are not reduced by "DIF Credit Percentage Limitations" or "DIF Use Limitations"

Projected DIF Credit for Eligible Projects is based on Brookfield Estimates and not confirmed

All DIF Obligations are based upon current 2016 DIF Fee Amounts



# Exhibit F-A



**LEGEND**

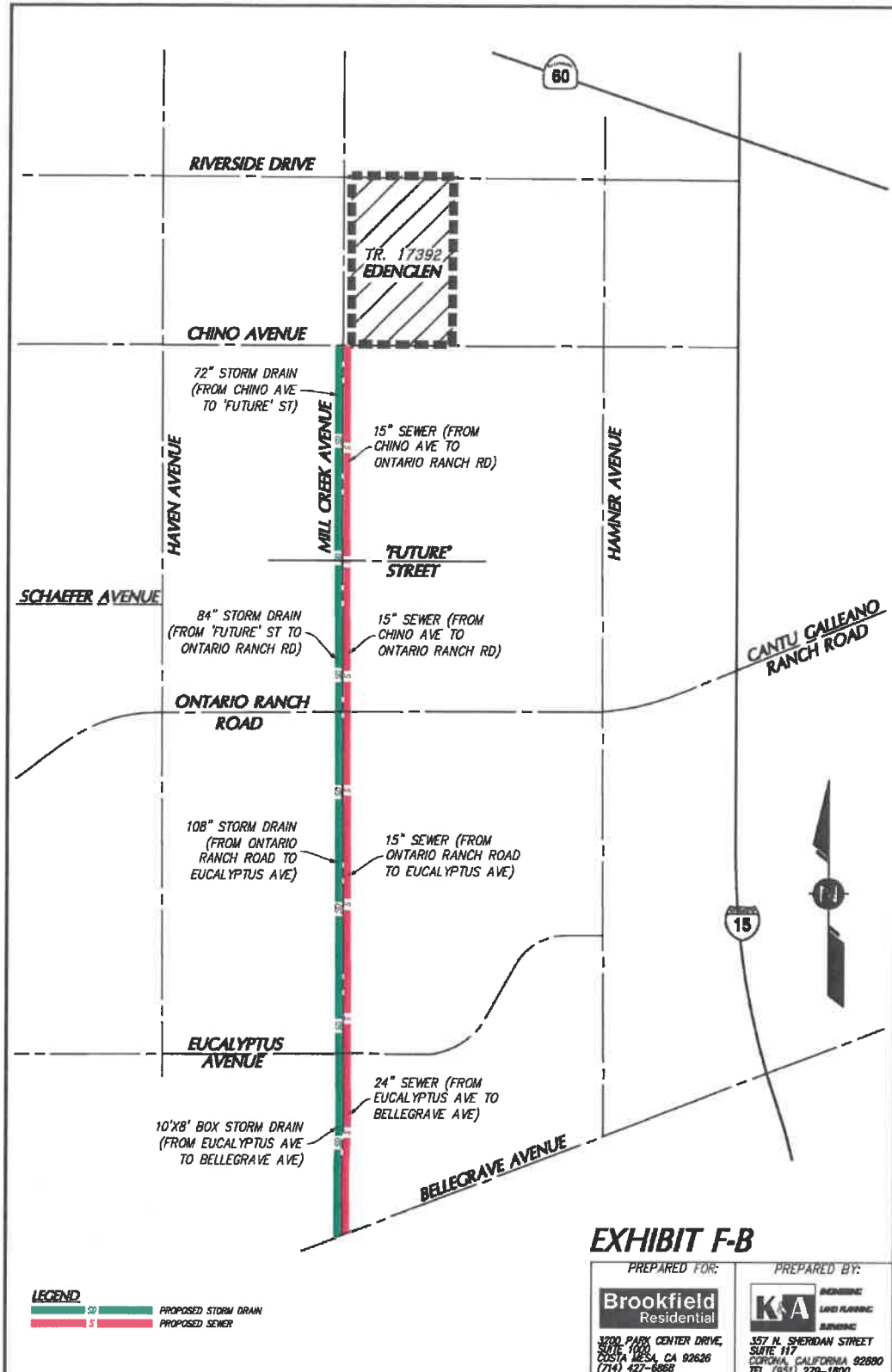
	PROPOSED STORM DRAIN
	PROPOSED SEWER
	PROPOSED STORM DRAIN (BY OTHERS)
	PROPOSED SEWER (BY OTHERS)

## EXHIBIT F-A

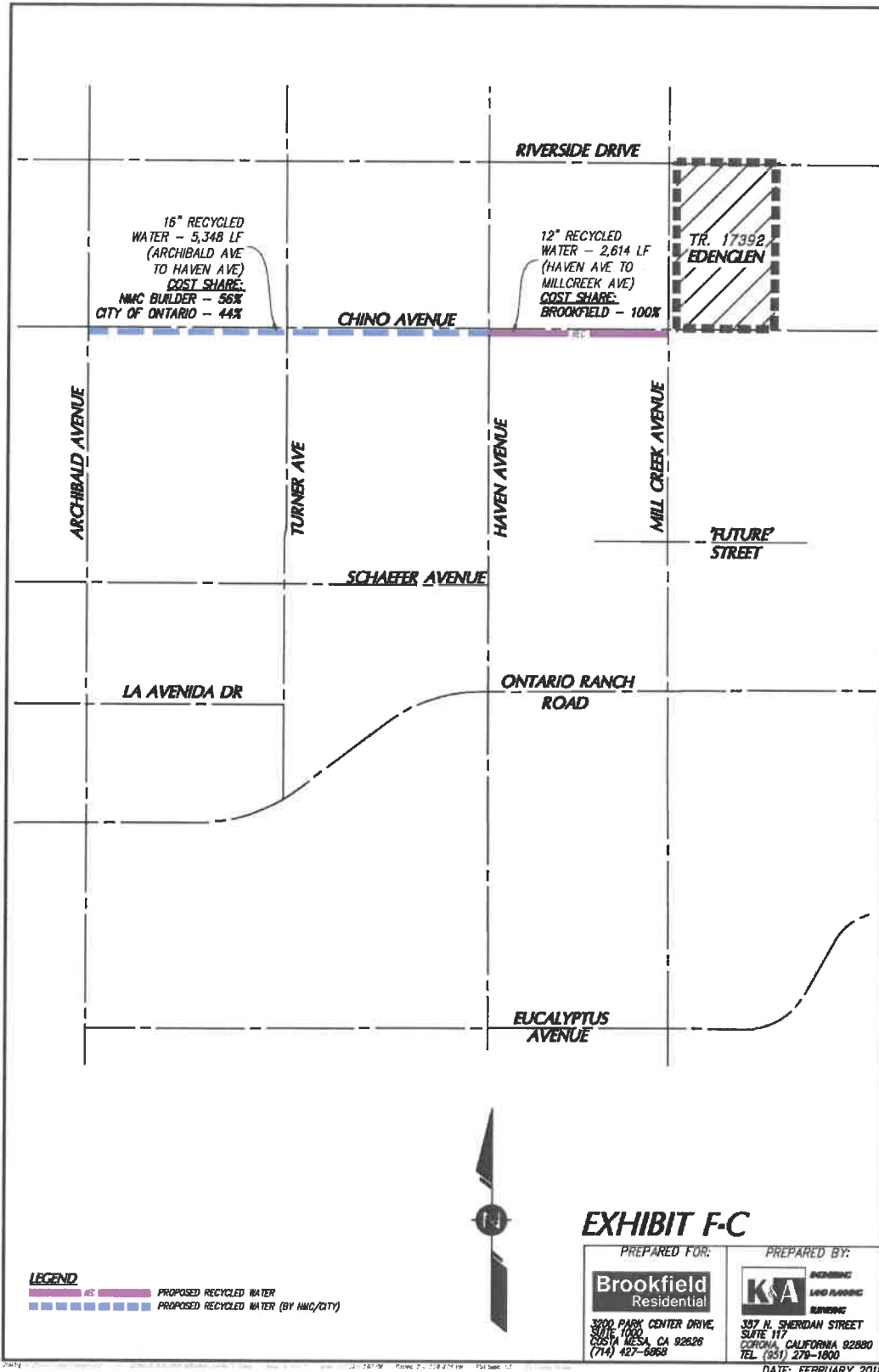
<p>PREPARED FOR:</p> <p><b>Brookfield Residential</b></p> <p>3200 PARK CENTER DRIVE, SUITE 1000 COSTA MESA, CA 92626 TEL. (714) 427-8888</p>	<p>PREPARED BY:</p> <p><b>KA</b> ENGINEERING AND PLANNING</p> <p>357 N. SHERIDAN STREET SUITE 117 CORONA, CALIFORNIA 92880 TEL. (951) 279-1800</p>
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DATE: FEBRUARY 2016

# Exhibit F-B



# Exhibit F-C



# CITY OF ONTARIO

Agenda Report  
March 20, 2018

SECTION:  
PUBLIC HEARINGS

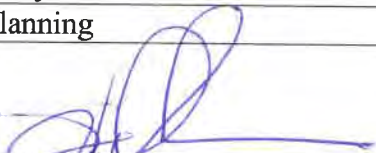
**SUBJECT:** A PUBLIC HEARING TO CONSIDER AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT (FILE NO. PDA16-002) BETWEEN THE CITY OF ONTARIO AND CVRC ONTARIO INVESTMENTS, LLC, FOR THE POTENTIAL DEVELOPMENT OF UP TO 480 RESIDENTIAL UNITS (FILE NO. PMTT16-004/TT 19966) ON 111.10 ACRES OF LAND WITHIN THE RESIDENTIAL SINGLE FAMILY DISTRICT OF PLANNING AREAS 2, 3, 4 AND 5 OF THE ARMSTRONG RANCH SPECIFIC PLAN, LOCATED ON THE SOUTHWEST CORNER OF RIVERSIDE DRIVE AND ONTARIO AVENUE (APNs: 218-101-01, 218-101-02, 218-101-07, 218-101-08, 218-102-10, AND 218-102-11)

**RECOMMENDATION:** That the City Council introduce and waive further reading of an ordinance approving A Development Agreement (File No. PDA16-002, on file with the Records Management Department) between the City of Ontario and CVRC Ontario Investments, LLC, for the potential development of up to 480 residential units (File No. PMTT16-004/TT 19966) on 111.10 acres of land within the Residential Single Family district of Planning Areas 2, 3, 4 and 5 of the Armstrong Ranch Specific Plan, located on the southwest corner of Riverside Drive and Ontario Avenue.

**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 Ontario Ranch

**FISCAL IMPACT:** The proposed Development Agreement will provide funding from a community facilities district (CFD) for additional City services required to support the Armstrong Specific Plan development, thereby mitigating the increased cost associated with such services. In addition, the City will receive Public Service Funding fees plus development impact, compliance processing, licensing, and permitting fees. No Original Model Colony revenue will be used to support the Ontario Ranch development.

**STAFF MEMBER PRESENTING:** Scott Murphy, Assistant Development Director

Prepared by: Rudy Zeledon  
Department: Planning  
City Manager Approval: 

Submitted to Council/O.H.A. 03/20/2018  
Approved: \_\_\_\_\_  
Continued to: \_\_\_\_\_  
Denied: \_\_\_\_\_

12

**BACKGROUND:** CVRC Ontario Investments, LLC, and the City recognized that the financial commitment required for construction in Ontario Ranch is substantial. To adequately forecast these costs and gain assurance that the project may proceed under the existing policies, rules and regulations, CVRC Ontario Investments, LLC, is entering into a Development Agreement with the City providing for the development of up to 480 dwelling units. The Development Agreement provides funding for new City expenses created by the project, including operational costs related to the review, approval and administration of the CVRC Ontario Investments, LLC, project, additional project related services, infrastructure and affordable housing requirements.

The Development Agreement proposes to include 111.10 acres of land within Planning Area 2, 3, 4 and 5 of the Armstrong Specific Plan as shown in Exhibit A (Armstrong Specific Plan – Land Use Map). The Agreement grants CVRC Ontario Investments, LLC, a vested right to develop Tentative Tract Map 19966 as long as the CVRC Ontario Investments, LLC, complies with the terms and conditions of the Armstrong Specific Plan and Environmental Impact Report.

The term of the Development Agreement is for ten years with a five year option. 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, police, fire, open space/parks etc.);
- Public Service Funding to ensure adequate provisions of public services (police, fire and other public services);
- The creation of a Community Facilities District (CFD) for reimbursement of public improvements and maintenance of public facilities;
- The Park/Open Space Policy Plan requirement of five acres per 1,000 projected population through park dedication and/or the payment of in-lieu fees; and
- Public infrastructure improvements required to support the development of TT19966.

Other points addressed by the Agreement include provisions for affordable housing, as required by the Policy Plan, through construction, rehabilitation, or by paying an in-lieu fee, and satisfaction of the Mountain View Elementary School District and Chaffey Joint Union High School District school facility requirements.

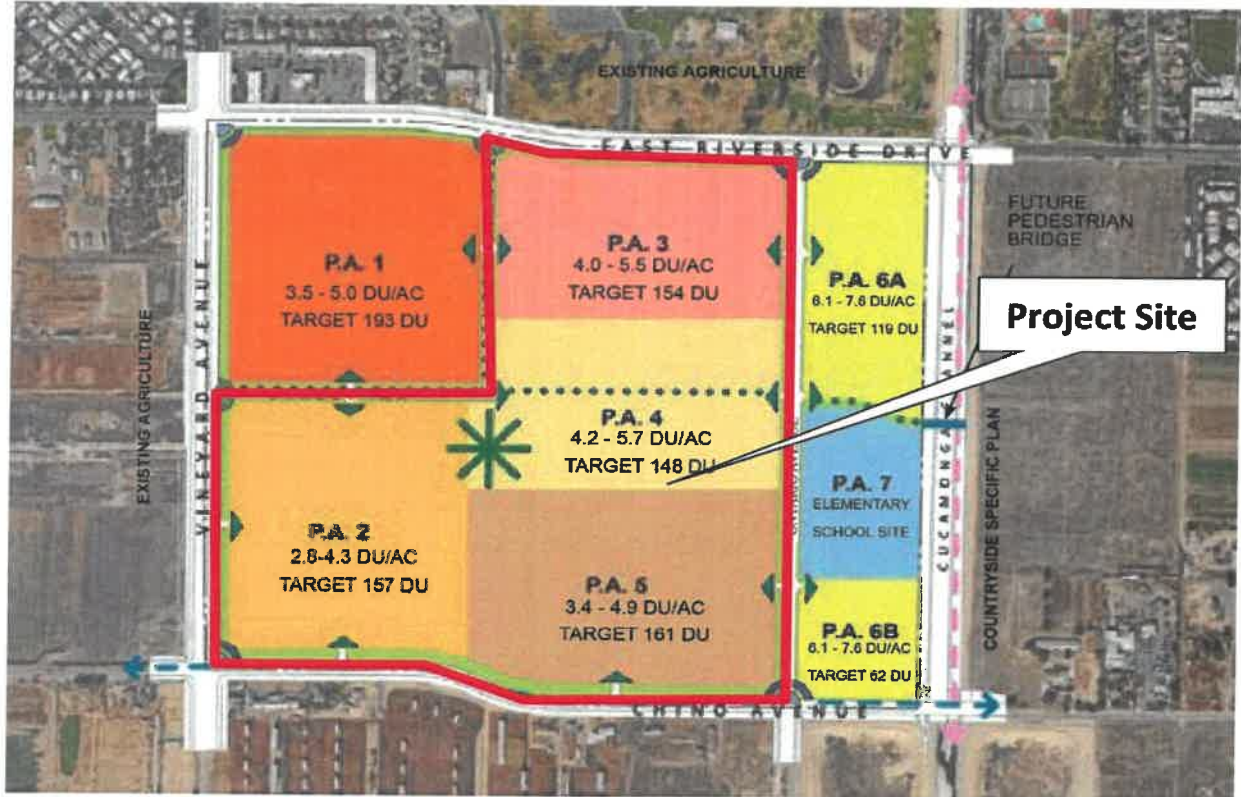
In considering the application at their meeting of February 27, 2018, the Planning Commission found that the Development Agreement was consistent with State law, The Ontario Plan, the City's Development Agreement policies, and other Development Agreements previously approved for Ontario Ranch developments; and with a 6 to 0 vote (Resolution No. PC18-021), recommended approval of the Development Agreement to the City Council.

**HOUSING ELEMENT COMPLIANCE:** The project is consistent with the Housing Element of the Policy Plan (General Plan) component of The Ontario Plan, as the project site 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.

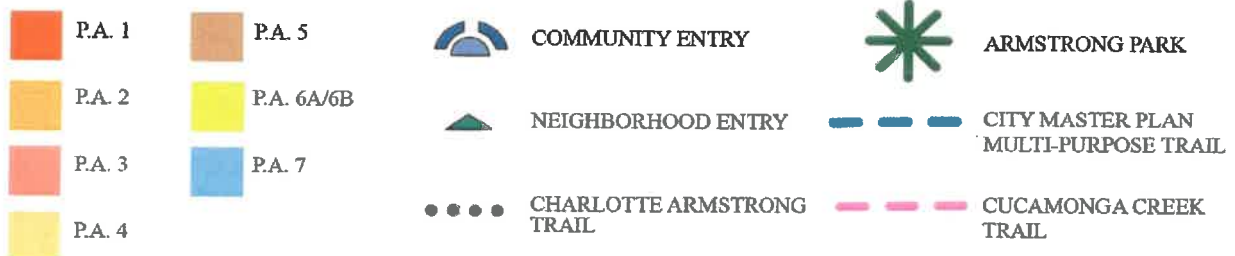
**AIRPORT LAND USE COMPATIBILITY PLAN (ALUCP) COMPLIANCE:** The project site is located within the Airport Influence Area of the Ontario International Airport (ONT), and has been found to be consistent with the policies and criteria set forth within the ALUCP for ONT.

**ENVIRONMENTAL REVIEW:** The environmental impacts of this project were previously reviewed in conjunction with File No. PSP15-002, the Armstrong Ranch Specific Plan for which an Environmental Impact Report (SCH# 2016111009) was adopted by the City Council on December 5, 2017. This Application introduces no new significant environmental impacts. All previously adopted mitigation measures are a condition of project approval and are incorporated herein by reference.

EXHIBIT "A"  
 Armstrong Specific Plan Land Use Plan



LEGEND



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT (FILE NO. PDA16-002) BETWEEN THE CITY OF ONTARIO AND CVRC ONTARIO INVESTMENTS, LLC, FOR THE POTENTIAL DEVELOPMENT OF UP TO 480 RESIDENTIAL UNITS (FILE NO. PMTT16-004/TT 19966) ON 111.10 ACRES OF LAND WITHIN THE RESIDENTIAL SINGLE FAMILY DISTRICT OF PLANNING AREAS 2, 3, 4 AND 5 OF THE ARMSTRONG RANCH SPECIFIC PLAN, LOCATED ON THE SOUTHWEST CORNER OF RIVERSIDE DRIVE AND ONTARIO AVENUE, AND MAKING FINDINGS IN SUPPORT THEREOF—APNS: 0218-101-01, 0218-101-02, 0218-101-07, 0218-101-08, 0218-102-10, AND 0218-102-11.

WHEREAS, CALIFORNIA GOVERNMENT CODE SECTION 65864 NOW provides, in pertinent part, as follows:

“The Legislature finds and declares that:

(a) The lack of certainty in the approval process of development projects can result in a waste of resources, escalate the cost of housing and other developments to the consumer, and discourage investment in and commitment to comprehensive planning which would make maximum efficient utilization of resources at the least economic cost to the public.

(b) Assurance to the Applicant for a development project that upon approval of the project, the Applicant may proceed with the project in accordance with existing policies, rules and regulations, and subject to conditions of approval, will strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic costs of development.”

WHEREAS, California Government Code Section 65865 provides, in pertinent part, as follows:

“Any city ... may enter into a Development Agreement with any person having a legal or equitable interest in real property for the development of such property as provided in this article ...”

WHEREAS, California Government Code Section 65865.2. provides, in part, as follows:

“A Development Agreement shall specify the duration of the Agreement, the permitted uses of the property, the density of intensity of use, the maximum height and size of proposed buildings, and provisions for reservation or dedication of land for public purposes. The Development Agreement may include conditions, terms, restrictions, and requirements for subsequent discretionary actions, provided that such conditions, terms, restrictions, and requirements for discretionary actions shall not prevent development of the land for the uses



and to the density of intensity of development set forth in this Agreement ...”

WHEREAS, on April 4, 1995, the City Council of the City of Ontario adopted Resolution No. 95-22 establishing procedures and requirements whereby the City of Ontario may consider Development Agreements; and

WHEREAS, on September 10, 2002, the City Council of the City of Ontario adopted Resolution No. 2002-100 which revised the procedures and requirements whereby the City of Ontario may consider Development Agreements; and

WHEREAS, attached to this Ordinance, marked Exhibit “A” and incorporated herein by this reference, is the proposed Development Agreement between the City of Ontario and CVRC Ontario Investments, LLC, for the potential development of up to 480 residential units (File No. PMTT16-004/TT 19966) on 111.10 acres of land within the Residential Single Family district of Planning Areas 2, 3, 4 and 5 of the Armstrong Ranch Specific Plan, located on the southwest corner of Riverside Drive and Ontario Avenue and as legally described in the attached Development Agreement. Hereinafter in this Ordinance, the Development Agreement is referred to as the “Development Agreement”; and

WHEREAS, on October 24, 2017, the Planning Commission of the City of Ontario conducted a duly noticed public hearing and issued Resolution PC17-078 recommending City Council certification of the Armstrong Specific Plan EIR and Issued Resolution PC17-079 recommending approval of the Armstrong Specific Plan (File No. PSP15-002); and

WHEREAS, on November 21, 2017, the City Council of the City of Ontario issued Resolution No. 2017-140 certifying the Armstrong Specific Plan EIR (SCH# 2016111009); and

WHEREAS, on December 19, 2017, the City Council of the City of Ontario adopted Ordinance No. 3084 approving the Armstrong Specific Plan; and

WHEREAS, the Application is a project pursuant to the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) (“CEQA”); and

WHEREAS, the environmental impacts of this project were previously reviewed in conjunction with File No. PSP15-002, the Armstrong Ranch Specific Plan for which an Environmental Impact Report (SCH# 2016111009) was adopted by the City Council on December 5, 2017. This Application introduces no new significant environmental impacts. All previously adopted mitigation measures are be a condition of project approval and are incorporated herein by reference; and

WHEREAS, on February 27, 2018, the Planning Commission of the City of Ontario conducted a hearing to consider the Project, and concluded said hearing on that date. After considering the public testimony, the Planning Commission voted 6 to 0 to recommend approval (Resolution No. 18-021) of the Development Agreement to the City Council; and

WHEREAS, on March 20, 2018, the City Council of the City of Ontario conducted a public hearing to consider the Agreement and concluded said hearing on that date; and

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

NOW, THEREFORE, it is hereby found, determined, and ordained by the City Council of the City of Ontario as follows:

**SECTION 1. *Environmental Determination and Findings.*** As the decision-making body for the Project, the City Council has reviewed and considered the information contained in the previous Armstrong Specific Plan EIR (SCH# 2016111009) and supporting documentation. Based upon the facts and information contained in the previous Armstrong Specific Plan EIR (SCH# 2016111009) and supporting documentation, the City Council finds as follows:

(1) The environmental impacts of this project were reviewed in conjunction with the Armstrong Specific Plan EIR (SCH# 2016111009), certified by the City of Ontario City Council on December 5, 2017, in conjunction with File No. PSP15-002.

(2) The previous Armstrong Specific Plan EIR (SCH# 2016111009) contains a complete and accurate reporting of the environmental impacts associated with the Project; and

(3) The previous Armstrong Specific Plan EIR (SCH# 2016111009), was completed in compliance with CEQA and the Guidelines promulgated thereunder; and

(4) The previous Armstrong Specific Plan EIR (SCH# 2016111009), reflects the independent judgment of the City Council; and

(5) The proposed project will introduce no new significant environmental impacts beyond those previously analyzed in the previous Armstrong Specific Plan EIR (SCH# 2016111009), and all mitigation measures previously adopted with the Armstrong Specific Plan EIR (SCH# 2016111009), 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 to the Armstrong Specific Plan EIR (SCH# 2016111009) is not required for the Project, as the Project:

(1) Does not constitute substantial changes to the Armstrong Specific Plan EIR (SCH# 2016111009) that will require major revisions to the Armstrong Specific Plan EIR (SCH# 2016111009) 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 Armstrong Specific Plan EIR (SCH# 2016111009) was prepared, that will require major revisions to the Armstrong Specific Plan EIR (SCH# 2016111009) 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 Armstrong Specific Plan EIR (SCH# 2016111009) was certified/adopted, that shows any of the following:

(a) The project will have one or more significant effects not discussed in the Armstrong Specific Plan EIR (SCH# 2016111009); or

(b) Significant effects previously examined will be substantially more severe than shown in the Armstrong Specific Plan EIR (SCH# 2016111009); 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 Armstrong Specific Plan EIR (SCH# 2016111009) would substantially reduce one or more significant effects on the environment, but which the City declined to adopt.

**SECTION 3. *Housing Element Consistency.*** Pursuant to the requirements of California Government Code Chapter 3, Article 10.6, commencing with Section 65580, as the recommending body for the Project, the City Council finds that based on the facts and information contained in the Application and supporting documentation, at the time of Project implementation, the project is consistent with the Housing Element of the Policy Plan (General Plan) component of The Ontario Plan, as the project site 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 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 recommending body for the Project, the DAB 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 DAB, 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:

a. The Development Agreement applies to 111.10 acres of land located at the southwest corner of Riverside Drive and Ontario Avenue, within the within the Residential Single Family district of Planning Areas 2, 3, 4 and 5 of the Armstrong Ranch Specific Plan, and is presently vacant; and

b. WHEREAS, the properties to the north of the Project site is within the LDR-5 (Low Density Residential and the OS-R Open Space Recreational zoning districts and are developed with Residential and Park land uses. The properties to the east are within the Single Family Residential Planning Areas 6a, 6b and 7 of the Armstrong Ranch Specific Plan and are developed with residential and agricultural land uses. The property to the south are within the SP (AG) zoning district and is developed with a flood control basin and dairy/agricultural land uses. The property to the west is within the SP (AG) zoning district and is developed with dairy/agricultural land uses; and

c. The Development Agreement establishes parameters for the development of Tentative Tract Map 19966 within the Residential Single Family district of Planning Areas 2, 3, 4 and 5 of the Armstrong Ranch Specific Plan for the potential development of 480 residential units. The Development Agreement also grants CVRC Ontario Investments, LLC, 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 Armstrong Specific Plan; and

d. The Development Agreement focuses on Tentative Tract Map 19966 that proposes to subdivide to subdivide 111.10 acres of land into 480 numbered lots for single family residential and open space purposes and 92 lettered lots for public streets, neighborhood edges, paseos, parks and parkways; and

e. The Development Agreement will provide for the development of up to 480 single family units as established for Planning Areas 2, 3, 4 and 5 of the Armstrong Ranch Specific Plan; and

f. The Development Agreement has been prepared in conformance with the goals and policies of The Ontario Plan Policy Plan (General Plan); and

g. 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

h. This Development Agreement will promote the goals and objectives of the

Land Use Element of the Policy Plan; and

i. This Development Agreement will not be materially injurious or detrimental to the adjacent properties and will have a significant impact on the environment or the surrounding properties. The environmental impacts of this project previously reviewed in conjunction with File No. PSP15-002, the Armstrong Ranch Specific Plan for which an Environmental Impact Report (SCH# 2016111009) was adopted by the City Council on December 5, 2017. This Application introduces no new significant environmental impacts. This application introduces no new significant environmental impacts; and

j. All adopted mitigation measures of the related EIR shall be a condition of project approval and are incorporated herein by reference.

**SECTION 6. *City Council Action.*** Based upon the findings and conclusions set forth in paragraphs 1, 2, 3, 4 and 5 above, the City Council hereby APPROVES the Development Agreement subject to each and every condition set forth in the Armstrong Specific Plan and EIR, incorporated 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 \_\_\_\_\_ 2018.

\_\_\_\_\_  
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 March 20, 2018 and adopted at the regular meeting held \_\_\_\_\_, 2018 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)

**Exhibit A:**

**File No. PDA16-002;  
Development Agreement**

*(Development Agreement follows this page)*



**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

City of Ontario  
303 East "B" Street  
Ontario California, California 91764  
Attn: City Clerk

Exempt from Fees Per Gov. Code § 6301

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Space above this line for Recorder's Use Only

**DEVELOPMENT AGREEMENT**

**By and Between**

**City of Ontario, a California municipal corporation,**

**And**

**CVRC Ontario Investments LLC, a Delaware limited liability company,**

\_\_\_\_\_, 2018

**San Bernardino County, California**

## DEVELOPMENT AGREEMENT NO. PDA16-002

This Development Agreement (hereinafter "Agreement") is entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 2018 by and among the City of Ontario, a California municipal corporation (hereinafter "CITY"), and CVRC Ontario Investments, LLC, a Delaware limited liability company (hereinafter collectively, "OWNER"):

### RECITALS

WHEREAS, CITY is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Section 65864, et seq. of the Government Code; and

WHEREAS, OWNER has requested CITY to enter into a development agreement and proceedings have been taken in accordance with the rules and regulations of CITY; and

WHEREAS, by electing to enter into this Agreement, CITY shall bind future City Councils of CITY by the obligations specified herein and limit the future exercise of certain governmental and proprietary powers of CITY; and

WHEREAS, the terms and conditions of this Agreement have undergone extensive review by CITY and the City Council and have been found to be fair, just and reasonable; and

WHEREAS, the best interests of the citizens of the CITY and the public health, safety and welfare will be served by entering into this Agreement; and

WHEREAS, all of the procedures of the California Environmental Quality Act have been met with respect to the Project and the Agreement through the preparation and consideration of the Armstrong Ranch Specific Plan Final Environmental Impact Report (State Clearinghouse No. 2016111009 (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 Armstrong Ranch 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; and

WHEREAS, CVRC Ontario Investments LLC as "OWNER" represents that, upon its exercise of its option to acquire the Property, it will become the OWNER of the fee simple title to the Property and currently has the right to acquire fee simple title to the Property from the current owner(s) thereof; and

WHEREAS, CVRC Ontario Investments LLC, has obtained, or shall obtain the consent of the current owner or owners of the Property to enter into and execute this Development Agreement prior to executing this Development Agreement with the City; and

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; and

WHEREAS, the City of Ontario and NMC Builders LLC have previously entered into the First Amended and Restated Agreement for the Financing and Construction of Limited Infrastructure Improvements to Serve the Easterly Portion of the New Model Colony in August 2012 (the "Construction Agreement Amendment") and such agreement requires that the City reserve water capacity exclusively for members of NMC Builders LLC ("Members"); and

WHEREAS, Certificates of Net Water Availability made available through the construction of the Phase 1 water system Improvements are provided to Members only and 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 LLC, except to the bearer of a Certificate of Net MDD Water Availability; and

WHEREAS, OWNER acknowledges that OWNER shall be required to become a Member of NMC Builders LLC and the Property is characterized as a Phase 2 Property under the provisions of the Amendment to the Construction Agreement between the City and NMC Builders (the "Phase 2 Water Amendment) and OWNER shall be required to participate in the funding of the Phase 2 Water Improvements in order to receive the required Certificate of Phase 2 Net Water Availability; and

WHEREAS, the Property is defined in the "Phase 2 Water Amendment" as a "Phase 2 Water Property" and, 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; and

WHEREAS, OWNER is made aware of the South Archibald Trichloroethylene (TCE) Plume Disclosure Letter (Exhibit "I"). 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](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 "Carpenter Sewershed Contribution" means the payment by OWNER to CITY of OWNER's required contribution pursuant to the Amendment to the Amended and Restated Construction Agreement between NMC Builders and CITY, for the costs to the CITY of allowing additional sewer flows into the Eastern Trunk Sewer in-lieu of OWNER's requirement construct the sewer infrastructure required to direct the sewer flows from the Project to the Western Trunk Sewer pursuant to the Construction Agreement Amendment.

1.1.4 "Construction Agreement Amendment" means that 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 LLC as of the 21<sup>st</sup> day of August 2012 and all amendments thereto.

1.1.5 "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.

1.1.6 "Development Approvals" means all permits and other entitlements for use subject to approval or issuance by CITY in connection with development of the Property including, but not limited to:

- (a) specific plans and specific plan amendments;
- (b) tentative and final subdivision and parcel maps;
- (c) development plan review;
- (d) conditional use permits (including model home use permits), public use permits and plot plans;
- (e) zoning;
- (f) grading and building permits.

1.1.7 "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.

1.1.8 "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.

1.1.9 “Development Plan” means the Existing Development Approvals and the Existing Land Use Regulations applicable to development of the Property.

1.1.10 “Effective Date” means the date that OWNER completes the purchase of the Property or the date that the ordinance approving this Agreement goes into effect, whichever occurs later.

1.1.11 “Existing Development Approvals” means all Development Approvals approved or issued prior to the Effective Date. Existing Development Approvals includes the Approvals incorporated herein as Exhibit “C” and all other Approvals which are a matter of public record on the Effective Date.

1.1.12 “Existing Land Use Regulations” means all Land Use Regulations in effect on the Effective Date. Existing Land Use Regulations includes the Regulations incorporated herein as Exhibit “D” and all other Land Use Regulations that are in effect and a matter of public record on the Effective Date.

1.1.13 “General Plan” means the General Plan adopted on January 27, 2010.

1.1.14 “Improvement” or “Improvements” means those public improvements required to support the development of the Project as described in the Tract Map conditions for Tract Nos. 19966-1, 19966-2, 19966-3 and 19966 and as further described in Exhibit “F” (the “Infrastructure Improvements Exhibits”).

1.1.15 “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.

1.1.16 "Model Units" means a maximum of six (6) units in each Phase constructed by OWNER prior to the construction of any Production units for the respective phase and not offered for sale and occupancy prior to the issuance of building permits for any of the Production Units for the respective phase.

1.1.17 "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.

1.1.18 "OWNER" means the persons or entity 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 Amendment" means the amendment to the Construction Agreement between the City of Ontario and NMC Builders LLC dated September 19, 2017.

1.1.20 "Phase 2 Water EDUs" means the number of equivalent dwelling units or non-residential square footage assigned to a current or future Member upon payment to City of the Phase 2 Water Participation Fee for the Project and evidenced by the issuance by CITY of a Certificate of Phase 2 Net MDD Availability in the form attached as Exhibit G.

1.1.21 "Phase 2 Water Improvements" means those improvements set forth in Amended Exhibit C-1-R, of the Phase 2 Water Amendment.

1.1.22 "Phase 2 Water Participation Fee" means the fee paid to City, to fund the Project'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.

1.1.23 "Phase 1A Improvements" means the public infrastructure and improvements that shall be designed, constructed and completed by OWNER prior to, and as a condition precedent to, CITY's issuance of the first building permit for the Production Units in Phase 1A and as shown in Exhibit F- Phase 1A Improvements.

1.1.24 "Phase 1B Improvements" means the public infrastructure and improvements that shall be designed, constructed and completed by OWNER prior to, and as a condition precedent to, CITY's issuance of the first building permit for the Production Units in Phase 1B.

1.1.25 "Phase 1A Units" means the first one hundred twenty-five (125) units for which the CITY issues building permits to OWNER and shall include up to six (6) Model Units.

1.1.26 "Phase 1B Units" means the next one hundred fourteen (114) units for which the CITY issues building permits to OWNER and shall include up to six (6) Model Units.

1.1.27 “Phase 2 Improvements” means the public infrastructure and improvements that shall be designed, constructed and completed by OWNER prior to, and as a condition precedent to, CITY’s issuance of the first building permit for Production Units in Phase 2 and as shown in Exhibit F – Phase 2 Improvements”

1.1.28 “Phase 2 Units” means the next one hundred twenty-eight (128) units for which the CITY issues building permits to OWNER after the issuance of building permits for the Phase 1A and Phase 1B Units and including up to six (6) additional Model Units.

1.1.29 “Phase 3 Improvements” means the public infrastructure and improvements that shall be designed, constructed and completed by OWNER prior to, and as a condition precedent to, CITY’s issuance of the first building permit for Production Units in Phase 3 and as shown in Exhibit F –Phase 3 Improvements”

1.1.30 “Phase 3 Units” means the next one hundred thirteen (113) units for which the CITY issues building permits to OWNER after the issuance of the building permits for the Phase 1A and Phase 1B Units and the Phase 2 Units and including up to six (6) additional Model Units.

1.1.31 “Production Units” means all units constructed for sale and occupancy by OWNER and excludes a maximum of twenty-four (24) Model Units constructed by OWNER for promotion of sales.

1.1.32 “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.

1.1.33 “Property” means the real property described on Exhibit “A” and shown on Exhibit “B” to this Agreement.

1.1.34 “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.

1.1.35 “Specific Plan” means that certain specific plan adopted by the City Council, and entitled, “Armstrong Ranch Specific Plan.”

1.1.36 “Subsequent Development Approvals” means all Development Approvals required subsequent to the Effective Date in connection with development of the Property.

1.1.37 “Subsequent Land Use Regulations” means any Land Use Regulations adopted and effective after the Effective Date of this Agreement.

1.1.38 “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 Amendment. The number of Water



Availability Equivalents (of portions thereof) required for the issuance of each building permit shall be based upon water demand factors and assumptions listed in the Construction Agreement Amendment as "Water Availability Equivalents by Land Use" for each land use category.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit "A" — Legal Description of the Property.

Exhibit "B" — Map showing Property and its location.

Exhibit "C" — Existing Development Approvals.

Exhibit "D" — Existing Land Use Regulations.

Exhibit "E" — Conceptual Phasing Plan

Exhibit "F" — Infrastructure Improvements Exhibits

Exhibit "F-Phase 1A" - Phase 1A Improvements Exhibit

Exhibit "F-Phase 1B" - Phase 1B Improvements Exhibit

Exhibit "F- Phase 2" - Phase 2 Improvements Exhibit

Exhibit "F – Phase 3" – Phase 3 Improvements Exhibit

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" - 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 has a binding option to acquire the Property and, upon exercise of such option, will become the owner of the fee simple title to the Property and has the right to acquire fee simple title to the Property 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 shall have obtained building permits for at least sixty percent (60%) of the actual number of residential units permitted under this Agreement; and

(c) OWNER is not then in uncured default of this Agreement.

## 2.4 Assignment.

2.4.1 Right to Assign. After OWNER completes the purchase of the Property, OWNER shall have the right to sell, transfer or assign the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, et seq.), to any person, partnership, limited liability company, joint venture, firm or corporation at any time during the term of this Agreement; provided, however, that any such sale, transfer or assignment shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement and be made in strict compliance with the following:

(a) No sale, transfer or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer or assignment of all or a part of the Property. OWNER may be required to provide disclosure that the Property is within the South Archibald Trichloroethylene (TCE) Plume. OWNER may wish to provide the attached Disclosure Letter (Exhibit 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; and (2) the payment of the applicable processing charge to cover the CITY's review and consideration of such sale, transfer or assignment.

(c) Any sale, transfer or assignment not made in strict compliance with the foregoing conditions shall constitute a default by OWNER under this Agreement. Notwithstanding the failure of any purchaser, transferee or assignee to execute the agreement required by Paragraph (b) of this Subsection 2.4.1, the burdens of this Agreement shall be binding upon such purchaser, transferee or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee or assignee until and unless such agreement is executed. The City Manager shall have the authority to review,

consider and either approve, conditionally approve, or deny any proposed sale, transfer or assignment that is not made in compliance with this section 2.4.

2.4.2 Release of Transferring OWNER. Notwithstanding any sale, transfer or assignment, a transferring OWNER shall continue to be obligated under this Agreement unless such transferring OWNER is given a release in writing by CITY, which release shall be provided by CITY upon the full satisfaction by such transferring OWNER of the following conditions:

(a) OWNER no longer has a legal or equitable interest in all or any part of the portion of the Property sold, transferred or assigned.

(b) OWNER is not then in default under this Agreement.

(c) OWNER has provided CITY with the notice and executed agreement required under Paragraph (b) of Subsection 2.4.1 above.

(d) The purchaser, transferee or assignee provides CITY with security equivalent to any security previously provided by OWNER to secure performance of its obligations hereunder.

2.4.3 Effect of Assignment and Release of Obligations. In the event of a sale, transfer or assignment pursuant to the provisions of Section 2.4.2 above:

(a) The assignee shall be liable for the performance of all obligations of OWNER with respect to transferred property, but shall have no obligations with respect to the portions of the Property, if any, not transferred (the "Retained Property").

(b) The OWNER of the Retained Property shall be liable for the performance of all obligations of OWNER with respect to Retained Property, but shall have no further obligations with respect to the transferred property.

(c) The assignee's exercise, use and enjoyment of the Property or portion thereof shall be subject to the terms of this Agreement to the same extent as if the assignee were the OWNER.

2.4.4 Subsequent Assignment. Any subsequent sale, transfer or assignment after an initial sale, transfer or assignment shall be made only in accordance with and subject to the terms and conditions of this Section 2.4.

2.4.5 Termination of Agreement With Respect to Individual Lots Upon Sale to Public and Completion of Construction. The provisions of Subsection 2.4.1 shall not apply to the sale or lease (for a period longer than one year) of any lot which has been finally subdivided and is individually (and not in "bulk") sold or leased to a member of the public or other ultimate user. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate with respect to any lot and such lot shall be released and no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of both of the following conditions:

(a) The lot has been finally subdivided and individually (and not in “bulk”) sold or leased (for a period longer than one year) to a member of the public or other ultimate user; and,

(b) A certificate of occupancy has been issued for a building on the lot, and the fees set forth under Section 4 of this Agreement have been paid.

2.5 Amendment or Cancellation of Agreement. This Agreement may be amended or cancelled in whole or in part only in the manner provided for in Government Code Section 65868.1. Any amendment of this Agreement, which amendment has been requested by OWNER, shall be considered by the CITY only upon the payment of the applicable processing charge. This provision shall not limit any remedy of CITY or OWNER as provided by this Agreement. Either Party or successor in interest, may propose an amendment to or cancellation, in whole or in part, of this Agreement. Any amendment or cancellation shall be by mutual consent of the parties or their successors in interest except as provided otherwise in this Agreement or in Government Code Section 65865.1. For purposes of this section, the term “successor in interest” shall mean any person having a legal or equitable interest in the whole of the Property, or any portion thereof as to which such person wishes to amend or cancel this Agreement. The procedure for proposing and adopting an amendment to, or cancellation of, in whole or in part, this Agreement shall be the same as the procedure for adopting and entering into this Agreement in the first instance. Notwithstanding the foregoing sentence, if the CITY initiates the proposed amendment to, or cancellation of, in whole or in part, this Agreement, CITY shall first give notice to the OWNER of its intention to initiate such proceedings at least sixty (60) days in advance of the giving the public notice of intention to consider the amendment or cancellation.

2.5.1 Amendment To Reflect Consistency With Future Amendments to the Construction Agreement Amendment. To the extent any future amendment to the Construction Agreement Amendment provides for modifications to rights or obligations that differ from or alter the same or similar rights or obligations contained in this Development Agreement, OWNER reserves the right to request an amendment to the Development Agreement to reflect any or all of such modifications.

2.6 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.

(e) Ten (10) days after written notice from the current owner of the Property to the CITY of OWNER's failure to acquire fee title to the Property by October 28, 2019 (the "Closing Date") or such later date as may be agreed upon by the current owner and the OWNER.

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement which has occurred prior to such termination or with respect to any obligations which are specifically set forth as surviving this Agreement. Upon such termination, any public facilities and services mitigation fees paid pursuant to Section 4.2 of this Agreement by OWNER to CITY for residential units on which construction has not yet begun shall be refunded to OWNER by CITY.

## 2.7 Notices.

(a) As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder.

(b) All notices shall be in writing and shall be considered given either: (i) when delivered in person, including, without limitation, by courier, to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below. All notices shall be addressed as follows:

If to CITY:

Scott Ochoa, City Manager  
City of Ontario  
303 East "B" Street  
Ontario California, California 91764

with a copy to:

John Brown, City Attorney  
Best Best & Krieger  
2855 East Guasti Road, Suite 400  
Ontario CA 91761

If to OWNER:

CVRC Ontario Investments, LLC  
c/o City Ventures  
3121 Michelson Drive, Suite 150  
Irvine, CA 92612  
Attn: Mike White  
Email: mike@cityventures.com  
Phone: (949) 258-7538

with a copy to:

John P. Yeager  
O'Neil LLP  
19900 MacArthur Blvd., Suite 1050  
Irvine, CA 92612  
Email: jyeager@oneil-llp.com  
Phone: (949) 798-0722

(c) Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

### 3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop. Subject to the terms of this Agreement including the Reservations of Authority, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the Development Plan. The Project shall remain subject to all Subsequent Development Approvals required to complete the Project as contemplated by the Development Plan. Except as otherwise provided in this Agreement, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Development Plan.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservations of Authority, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Existing Land Use Regulations. In connection with any Subsequent Development Approval, CITY shall exercise discretion in accordance with the same manner as it exercises its discretion under its police powers, including the Reservations of Authority set forth herein; provided however, that such discretion shall not prevent development of the Property for the uses and to the density or intensity of development set forth in this Agreement.

3.3 Timing of Development. The parties acknowledge that OWNER cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 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.

3.4 Conceptual Phasing Plan. Development of the Property is contingent on the phasing of Improvements. Attached hereto as Exhibit "E" is a phasing plan which is based on the OWNER's established phasing for the completion of needed Improvements and the availability of improvements and services to serve the Property.

3.4.1 Attached hereto as the Exhibits "F-1A", "F-1B", "F-2", and "F-3" are a description of the Improvements needed for the development of the Property, inclusive of the Phase 1A, Phase 1B, Phase 2 and Phase 3 Improvements ("the Infrastructure Improvement Exhibits").

3.4.2 Subject to the prior submittal by OWNER and approval by CITY of a plan to provide sufficient public infrastructure for the construction of a maximum number of six (6) Model Units in each phase. City may issue a maximum of six (6) building permits for Model Units in each phase for a total number of Model Units of twenty-four (24). The plan to be submitted by OWNER for CITY approval prior to the issuance of building permits for Model Units in each phase shall describe the utilities and other infrastructure necessary to provide sufficient fire protection and other public health and safety requirements for the Model Units.

3.5 Changes and Amendments. The parties acknowledge that refinement and further development of the Project will require Subsequent Development Approvals and may demonstrate that changes are appropriate and mutually desirable in the Existing Development Approvals. In the event OWNER finds that a change in the Existing Development Approvals is necessary or appropriate, OWNER shall apply for a Subsequent Development Approval to effectuate such change and CITY shall process and act on such application in accordance with the Existing Land Use Regulations, except as otherwise provided by this Agreement including the Reservations of Authority. If approved, any such change in the Existing Development Approvals shall be incorporated herein as an addendum to Exhibit "C", and may be further changed from time to time as provided in this Section. Unless otherwise required by law, as determined in CITY's reasonable discretion, a change to the Existing Development Approvals shall be deemed "minor" and not require an amendment to this Agreement provided such change does not:

- (a) Alter the permitted uses of the Property as a whole; or,

- or,
- (b) Increase the density or intensity of use of the Property as a whole;
  - (c) Increase the maximum height and size of permitted buildings; or,
  - (d) Delete a requirement for the reservation or dedication of land for public purposes within the Property as a whole; or,
  - (e) Constitute a project requiring a subsequent or supplemental environmental impact report pursuant to Section 21166 of the Public Resources Code.

### 3.6 Reservations of Authority.

3.6.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the CITY shall not be prevented from applying new rules, regulations and policies upon the OWNER, nor shall a development agreement prevent the CITY from denying or conditionally approving any subsequent development project application on the basis of such new rules, regulations and policies where the new rules, regulations and policies consist of the following:

- (a) Processing fees by CITY to cover costs of processing applications for development approvals or for monitoring compliance with any development approvals;
- (b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records and any other matter of procedure;
- (c) Regulations, policies and rules governing engineering and construction standards and specifications applicable to public and private improvements, including all uniform codes adopted by the CITY and any local amendments to those codes adopted by the CITY; provided however that, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the standards and specifications that are expressly identified in the Specific Plan;
- (d) Regulations that may conflict with this Agreement and the Development Plan but that are reasonably necessary to protect the residents of the project and/or of the immediate community from a condition perilous to their health or safety;
- (e) Regulations that do not conflict with those rules, regulations and policies set forth in this Agreement or the Development Plan;
- (f) Regulations that may conflict but to which the OWNER consents.



3.6.2 Subsequent Development Approvals. This Agreement shall not prevent CITY, in acting on Subsequent Development Approvals, from applying Subsequent Land Use Regulations that do not conflict with the Development Plan, nor shall this Agreement prevent CITY from denying or conditionally approving any Subsequent Development Approval on the basis of the Existing Land Use Regulations or any Subsequent Land Use Regulation not in conflict with the Development Plan.

3.6.3 Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations, provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce. In the event OWNER alleges that such State or Federal laws or regulations preclude or prevent compliance with one or more provisions of this Agreement, and the CITY does not agree, the OWNER may, at its sole cost and expense, seek declaratory relief (or other similar non-monetary remedies); provided however, that nothing contained in this Section 3.6.3 shall impose on CITY any monetary liability for contesting such declaratory relief (or other similar non-monetary relief).

3.6.4 Intent. The parties acknowledge and agree that CITY is restricted in its authority to limit its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to CITY all of its police power which cannot be so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to CITY all such power and authority which cannot be restricted by contract.

3.7 Public Works; Utilities. If OWNER is required by this Agreement to construct any public works facilities which will be dedicated to CITY or any other public agency upon completion, and if required by applicable laws to do so, OWNER shall perform such work in the same manner and subject to the same requirements as would be applicable to CITY or such other public agency should it have undertaken such construction. As a condition of development approval, OWNER shall connect the Project to all utilities necessary to provide adequate water, recycled water, sewer, gas, electric, and other utility service to the Project. As a further condition of development approval, OWNER shall contract with the CITY for CITY-owned or operated utilities for this purpose, for such price and on such terms as may be available to similarly situated customers in the CITY.

3.7.1 OWNER agrees that development of the Project shall require the design and construction of Storm Drain facilities to serve the Property as described in the attached the Exhibits F-1A, F-1B, F-2 and F-3. OWNER shall be responsible for the design and construction, at OWNER's sole cost and expense, of the necessary extension of master planned Storm Drain facilities.

3.7.2 OWNER agrees that development of the Project shall require the design and construction of street improvements, at OWNER's sole cost and expense, on Riverside Drive, Vineyard Avenue, Carpenter Avenue, Hellman Avenue and Chino Avenue including the design and construction to widen the bridge on Riverside Drive as further described in the attached Exhibit F-1A.

3.7.3 OWNER agrees that development of the Property shall require the design and construction of the extension of permanent master planned water and recycled water utility infrastructure, at OWNER's sole cost and expense, as described in Exhibits F-1A, F-1B, F-2 and F-3 consisting generally of the construction of the extension of permanent master planned water and recycled water utility infrastructure to serve the Property. OWNER agrees that no building permits shall be issued by CITY for Production Units for the Property prior to completion of the Phase 1A and Phase 1B water and recycled water Improvements as described in Exhibit F – Phase 1A and Exhibit F- Phase 1B.

3.7.4 OWNER agrees that NMC Builders shall be responsible for funding a portion of the design and construction of an additional extension of master planned recycled water infrastructure in Riverside and Haven Avenues to be constructed by CITY. These master planned recycled water Improvements shall also serve the Project. OWNER shall deposit, or shall have deposited, with NMC Builders an amount equal to the OWNER's capital contribution for the design and construction of the NMC Builders portion of the recycled water improvements in Riverside and Haven Avenues known as the "Phase 2 Recycled Water Improvements." If OWNER has not previously deposited such amount with NMC Builders, then CITY shall be entitled to withhold issuance of any further building permits for the Project unless and until OWNER deposits the amount of OWNER's capital contribution with NMC Builders for the design and construction of the NMC Builders portion of the Phase 2 Recycled Water System Improvements.

3.7.5 OWNER agrees that development of the Property shall require the design and construction of extension of permanent master planned sewer infrastructure at OWNER's sole cost and expense, as described in the attached Exhibits F-1A, F-1B, F-2 and F-3 consisting generally of the construction of the extension of sewer infrastructure to serve the Property.

3.7.6 OWNER agrees that development of the Property shall require the design and construction of the extension of permanent master planned fiber optic communications infrastructure, at OWNER's sole cost and expense, as described in the attached Exhibits F-1A, F-1B, F-2 and F-3 consisting generally of the construction of the extension of fiber optic communications infrastructure to serve the Property.

3.7.7 Timely Construction of Public Improvements. The phasing of the infrastructure construction within the Property shall be as approved by the CITY. OWNER shall be responsible for the timely design, construction and completion of all public infrastructure required for each of the four (4) Phases of the Project as shown on the attached Infrastructure Improvement Exhibits for each Phase of the Project. OWNER shall also be responsible for compliance with any and all other tract map conditions. Unless otherwise specified in a Subdivision Agreement/Tract Map conditions, all other

required improvements and all other conditions or requirements of Tract Map 19966-1 and Tract Map 19966-2 shall be completed and operational prior to, and as a condition precedent to, CITY's granting of a building permit for any Phase 1A and Phase 1B Production Units. Additionally, unless otherwise specified in a Subdivision Agreement/Tract Map conditions, all other required improvements and all other conditions for each "B" Tract Map shall be completed and operational prior to, and as a condition precedent to, OWNER requesting and CITY's granting of a building permit for Production Units within each such "B" Tract Map.

3.7.8 CITY and OWNER agree that OWNER shall construct and complete all public infrastructure required for Phase 1A and Phase 1B of the Project as shown on Exhibit F-Phase 1A and Exhibit F-Phase 1B, prior to, and as a condition precedent to, CITY's issuance of the first building permit for Production Units for the Property.

3.7.9 CITY and OWNER agree that OWNER shall design, construct and complete all public infrastructure for Phase 2 as shown in Exhibit F-Phase 2 prior to, and as a condition precedent to, CITY's issuance of a building permit for any Production Units in the Phase 2 area of the Property. Unless otherwise specified in a Subdivision Agreement/Tract Map conditions, all other required improvements and all other conditions or requirements of each Tract Map in the Phase 2 area shall be completed and operational prior to, and as a condition precedent to, OWNER requesting and CITY's granting of a building permit for Production Units within any such "B" Tract Map.

3.7.10 CITY and OWNER agree that OWNER shall design, construct and complete all public infrastructure for Phase 3 as shown in Exhibit F-Phase 3 prior to, and as a condition precedent to, CITY's issuance of any building permits for the Phase 3 area of the Property. Unless otherwise specified in a Subdivision Agreement/Tract Map conditions, all other required improvements and all other conditions for each Tract Map in the Phase 3 area shall be completed and operational prior to, and as a condition precedent to, OWNER requesting and CITY's granting of a building permit for Production Units within any such "B" Tract Map.

3.7.11 CITY and OWNER agree that OWNER shall pay to CITY, OWNER's fair share of the costs to design and construct the Pedestrian Bridge across the Cucamonga Creek Channel as shown on Exhibit F-1A, prior to, and as a condition precedent to, OWNER requesting and CITY's granting of permits for the Phase 1A and Phase 1B Production Units. OWNER's fair share of the costs to design and construct the Pedestrian Bridge shall be thirty-three percent (33%) of the estimated costs to design and construct the Pedestrian Bridge. The estimated costs shall be determined by the City Engineer and CITY shall notify OWNER of the estimated costs at the time OWNER requests that CITY grant building permits for Phase 1A and 1B Production Units.

3.8 Acquisition of Offsite Provision of Real Property Interests. In any instance where OWNER is required by any Development Approval or Land Use Regulation and the Construction Agreement Amendment 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 Amendment. This Section 3.8 is not intended by the parties to impose upon the OWNER an enforceable duty to acquire land or construct any public improvements on land not owned by OWNER, except to the extent that the OWNER elects to proceed with the development of the Project, and then only in accordance with valid conditions imposed by the CITY upon the development of the Project under the Subdivision Map Act or other legal authority.

3.8.1 CITY Acquisition of Non-Construction Agreement Offsite Property. In the event OWNER is required to construct any public improvements on land not owned by OWNER, but such requirement is not based upon the Construction Agreement Amendment, Sections 3.8.1 and 3.8.2 shall control the acquisition of the necessary property interest(s) ("Non-Construction Agreement Offsite Property"). If the OWNER is unable to acquire such Non-Construction Agreement Offsite Property, and following the written request from the OWNER to CITY, CITY agrees to use reasonable and diligent good faith efforts to acquire the Non-Construction Agreement Offsite Property from the owner or owners of record by negotiation to the extent permitted by law and consistent with this Agreement. If CITY is unable to acquire the Non-Construction Agreement Offsite Property by negotiation within thirty (30) days after OWNER's written request, CITY shall, initiate proceedings utilizing its power of eminent domain to acquire that Non-Construction Agreement Subject Property at a public hearing noticed and conducted in accordance with California Code of Civil Procedure Section 1245.235 for the purpose of considering the adoption of a resolution of necessity concerning the Non-Construction Agreement Offsite Property, subject to the conditions set forth in this Section 3.8. The CITY and OWNER acknowledge that the timelines set forth in this Section 3.8.1 represent the maximum time periods which CITY and OWNER reasonably believe will be necessary to complete the acquisition of any Non-Construction Agreement Offsite Property. CITY agrees to use reasonable good faith efforts to complete the actions described within lesser time periods, to the extent that it is reasonably able to do so, consistent with the legal constraints imposed upon CITY.

3.8.2 Owner's Option to Terminate Proceedings. CITY shall provide written notice to OWNER no later than fifteen (15) days prior to making an offer to the Owners of the Non-Construction Agreement Offsite Property. At any time within that fifteen (15) day period, OWNER may, at its option, notify CITY that it wants CITY to cease all acquisition proceedings with respect to that Non-Construction Agreement Offsite Property, whereupon CITY shall cease such proceedings. CITY shall provide written notice to OWNER no later than fifteen (15) days prior to the date of the hearing on CITY'S intent to consider the adoption of a resolution of necessity as to any Non-Construction Agreement Offsite Property. At any time within that fifteen (15) day period, OWNER may, at its option, notify CITY that it wants CITY to cease condemnation proceedings, whereupon CITY shall cease such proceedings. If OWNER does not notify CITY to cease condemnation proceedings within said fifteen (15) day period, then the CITY may proceed to consider and act upon the Non-Construction Agreement Offsite Property resolution of necessity. If CITY adopts such resolution of necessity, then CITY shall diligently institute condemnation proceedings and file a complaint in condemnation and seek an order of immediate possession with respect to the Non-Construction Agreement Offsite Property.

3.9 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of CITY possess authority to regulate aspects of the development of the Property separately from or jointly with CITY and this Agreement does not limit the authority of such other public agencies. CITY agrees to cooperate fully, at no cost to CITY, with OWNER in obtaining any required permits or compliance with the regulations of other public agencies provided such cooperation is not in conflict with any laws, regulations or policies of the CITY.

3.10 Tentative Tract Maps; Extension. With respect to applications by OWNER for tentative subdivision maps for portions of the Property, CITY agrees that OWNER may file and process tentative maps in accordance with Chapter 4.5 (commencing with Section 66498.1) of Division 2 of Title 7 of the California Government Code and the applicable provisions of CITY's subdivision ordinance, as the same may be amended from time to time. In accordance with the provisions of Section 66452.6 of the Government Code, each tentative subdivision map or tentative parcel map, heretofore or hereafter approved in connection with development of the Property, shall be deemed to have been granted an extension of time to and until the date that is five (5) years following the Effective Date of this Agreement. The CITY's City Council may, in its discretion, extend any such map for an additional period of up to five (5) years beyond its original term, so long as the subdivider files a written request for an extension with the City prior to the expiration of the initial five (5) year term.

#### 4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Property will result in substantial public needs that will not be fully met by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on OWNER that should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on OWNER by providing more fully for the satisfaction of the public needs resulting from the Project.

#### 4.2 Development Impact Fees.

4.2.1 Amount of Development Impact Fee. Development Impact Fees (DIF) shall be paid by OWNER. The Development Impact Fee amounts to be paid by OWNER shall be the amounts that are in effect at the time such amounts are due. Nothing contained in this Agreement shall affect the ability of the CITY to impose new Development Impact Fees or amend the amounts of existing Development Impact Fees. Additionally, nothing contained in this Agreement shall affect the ability of other public agencies that are not controlled by CITY to impose and amend, from time to time, Development Impact Fees established or imposed by such other public agencies, even though such Development Impact Fees may be collected by CITY.

4.2.1.1 Payment of Development Impact Fee in the Regional Water Category. In lieu of the payment of the Development Impact Fee in the Regional Water Category, OWNER shall be required to pay a Phase 2 Water Participation

Fee as defined as described Section 4.7.3. The timing of such payment shall be as required in Section 4.7.3. CITY agrees that the payment of the Phase 2 Water Participation fee by OWNER shall be in-lieu of any further payment of Development Impact Fee in the Regional Water Category.

4.2.2 Time of Payment. The Development Impact Fees required pursuant to Subsection 4.2.1 shall be paid to CITY prior to the issuance of building permit for each applicable residential or other unit, except for the Open Space and Habitat Acquisition Development Impact fee, which shall be paid by OWNER to CITY prior to the issuance of a grading permit. Deferral of the payment of Development Impact Fees may be granted pursuant to a separate agreement approved by City pursuant to City policy.

4.2.3 Parkland and Quimby Act Fees. Pursuant to the General Plan (OntarioPlan) Goal PR1, Policy PR1-5 (achievement of a park standard of 5 acres of parkland per 1,000 residents) OWNER shall provide improved parks, developed in accordance with the CITY'S park standards in an amount equal to two (2) acres per 1,000 of projected population without credit, reimbursement, offset or consideration from CITY. CITY and OWNER agree that approximately 5.50 net acres within the Property shall be improved as open space park areas and shall be transferred to a homeowners' association and the homeowners' association shall be responsible for all maintenance of all developed open space park areas. OWNER shall also pay the full Development Impact Fee for the Parkland Acquisition and Development Fee category (Quimby Act fees) for the Project.

#### 4.3 Responsibility for Construction of Public Improvements.

4.3.1 Timely Construction of Public Infrastructure. The phasing of the areawide infrastructure construction within the New Model Colony will be as approved by the CITY. OWNER shall be responsible for the timely construction and completion of all public infrastructure required for the Project as shown in the attached Infrastructure Improvement Exhibits ("Exhibit F-Phase 1A", "Exhibit F- Phase 1B", "Exhibit F- Phase 2" and "Exhibit F- Phase 3") and any and all tract map conditions. Unless otherwise specified in the Subdivision Agreement/Tract Map conditions, all other required Improvements for each Tract Map, shall be completed and operational prior to, and as a condition precedent to, OWNER requesting and CITY's granting of the first building permit for production units for each such Tract Map. All Infrastructure and Improvements shall be completed as required by the Subdivision Agreement/Tract Map conditions for Tract Nos.19966-1, 19966-2, 19966-3 and 19966.

4.3.2 Construction of DIF Program Infrastructure (Construction Agreement Amendment). To the extent OWNER is required to construct and completes construction of public improvements that are included in CITY's Development Impact Fee Program and the Construction Agreement Amendment, CITY agrees that CITY shall issue DIF Credit in accordance with the provisions of the Construction Agreement Amendment and any amendments thereto. Use of DIF Credit issued to OWNER as a member of NMC Builders LLC to offset OWNER's DIF payment obligations shall also be subject to the provisions of the Construction Agreement Amendment and any amendments thereto.

#### 4.3.3 Construction of DIF Program Infrastructure (Non-Construction Agreement).

To the extent OWNER is required to construct and completes construction of public improvements that are included in CITY's Development Impact Fee Program and such public improvements are not included the Construction Agreement Amendment, CITY agrees that CITY shall issue DIF Credit and DIF Reimbursement in accordance with the provisions of a separate Fee Credit Agreement between CITY and OWNER. Limitation on the use of DIF Credit issued to OWNER to offset OWNER's DIF payment obligations shall also be subject to the provisions of a separate Fee Credit Agreement. OWNER may also be eligible to receive reimbursement from DIF collected by CITY and paid by other development that benefits from OWNER's construction of DIF Program Infrastructure. Any such DIF Reimbursement shall be subject to a Fee Credit Agreement between CITY and OWNER. CITY and OWNER agree that the Fee Credit Agreement between CITY and OWNER shall comply with CITY's adopted policies applicable to such agreements.

#### 4.4 Affordable Housing Requirement.

4.4.1 Affordable Housing- Number of Units. OWNER shall provide a minimum number of affordable housing units, equivalent to 10% of the OWNER's total approved residential units within the Project, that are affordable to very low, low and moderate income households. Such requirement for affordable housing shall be met through one, or a combination of one or more, of the options provided in the following Sections 4.4.2.1 through 4.4.2.3. For the purposes of this Section, any term not defined in this Agreement shall be as defined by California Community Redevelopment Law (California Health and Safety Code Section 33000 et seq.).

4.4.2 Affordability Spread. Of the total number of residential dwelling units specified in Section 4.4.1, to be constructed or rehabilitated pursuant to Sections 4.4.2.1 or 4.4.2.2 respectively, thirty percent (30%) shall be available to very low income, thirty percent (30%) shall be available to low income and forty percent (40%) shall be available to moderate income households. "Households" shall be as defined by California Health and Safety Code Section 50053.

4.4.2.1 New Construction. If OWNER elects to fully or partially satisfy the affordable housing requirement by the construction of new residential units, it shall construct and restrict the affordability of residential dwelling units within its Project or, at OWNER's option and with the approval of the City, within another project elsewhere within the City. The affordable units constructed shall be intermingled with other units as part of the Project, and shall be built to the same construction, design and aesthetic standards, as well as number of rooms, as other units constructed as part of that OWNER's Project. In addition, the percentage ratio of affordable units offered for sale versus those offered for rent shall equal the percentage ratio of other units offered for sale versus for rent within OWNER's Project. Such construction shall be completed no later than the date that is five (5) years following the issuance of the first building permit for OWNER's Project; provided however that to the extent OWNER has not constructed the required percentage of units, based on the number of building permits for non-restricted units, OWNER shall, prior to the issuance of such building permits, provide security

(in the form and substance approved by the City Manager and City Attorney) to City in order to ensure the faithful completion of such required percentage of construction of affordable units. If OWNER elects the option of constructing new affordable units, a detailed Affordable Housing Agreement specifying terms for the allowable monthly housing costs or rents (as applicable) and maintenance and occupancy standards shall be prepared, executed and recorded against such units as a condition to the issuance of a building permit. The Affordable Housing Agreement shall hold a recorded priority position senior to any other non-statutory lien or encumbrance affecting the unit.

4.4.2.2 Rehabilitation. If OWNER elects to fully or partially satisfy the affordable housing requirement by the substantial rehabilitation of existing residential units in the City, it shall substantially rehabilitate and restrict the affordability of, the number of residential units specified in Section 4.4.1, provided that such units shall be provided elsewhere within the City. The rehabilitation work shall be substantial and of high quality and shall also address any deferred property maintenance issues on the property. "**Substantial rehabilitation**" shall mean rehabilitated multi-family rented dwelling units with three or more units and the value of the rehabilitation constitutes 25 percent of the after rehabilitation value of the dwelling, inclusive of land value pursuant to Health and Safety Code Section 33413(b)(2)(A)(iii-iv) as such section exists as of the Effective Date of this Agreement. If OWNER chooses the option of rehabilitation of existing housing units within the City, a detailed Affordable Housing Agreement specifying the terms for the allowable month housing costs or rents (as applicable) and maintenance and occupancy standards shall be prepared, executed and recorded against such units as a condition to the issuance of a building permit. Such rehabilitation shall be completed no later than the date that is five (5) years following the issuance of the first building permit for OWNER's Project; provided however that to the extent OWNER has not rehabilitated the required percentage of units, based on the number of building permits, OWNER shall, prior to the issuance of such building permits, provide security (in the form and substance approved by the City Manager and City Attorney) to the City in order to ensure the faithful completion of such required percentage of rehabilitation.

4.4.2.3 In-Lieu Fee. If OWNER has not fully complied with the requirements of Section 4.4.1 by providing the minimum number of affordable units through the construction of new affordable units or by the substantial rehabilitation of existing units, shall pay an "**Affordability In-Lieu Fee**". If OWNER has not provided any affordable residential units by construction or rehabilitation, the Affordability In-Lieu fee shall be equal to Two Dollars Forty-Three Cents (\$2.43) per square foot of residential development within OWNER's Project or, if pre-paid as set forth below, Two Dollars Thirteen Cents (\$2.13) per square foot of residential development within OWNER's Project. If OWNER has partially complied with the requirements of Section 4.4.1 by construction or rehabilitation of less than the minimum number of units, then the Affordability In-lieu Fee shall be recalculated and reduced in consideration of the number and type of affordable units provided. The Affordability In-Lieu Fee shall be paid by OWNER to City no later than prior to the issuance of



each building permit within OWNER's Project based on the square footage of the residential unit for which such building permit is sought; provided however that OWNER may, at OWNER's election, pre-pay such Affordability In-Lieu Fee by paying such Affordability In-Lieu Fee within thirty (30) days following the earliest discretionary approval by the City for OWNER's Project, including, but not limited to, any general plan amendment, specific plan adoption, development agreement, tentative map approval, variance, conditional use permit, or resolution of intention to form any public financing mechanism. The Two Dollars, Forty-Three Cents (\$2.43) and the Two Dollars Thirteen Cents (\$2.13) per square foot amounts shall automatically be increased annually, commencing on July 1, 2018, and automatically each July 1 thereafter. Such adjustment shall be based on the percentage increase (but no decrease) in the Consumer Price Index (Los Angeles-Anaheim-Riverside County), 1950-2001 (1982-84=100) over the preceding year. The pre-paid Affordability In-Lieu Fee shall be calculated based on the maximum floor area ratio (FAR) permitted within the General Plan and any applicable FAR contained within the Specific Plan, whichever is greater, and the Maximum Development Density. For purposes of this Agreement, "**Maximum Development Density**" shall be determined by multiplying the OWNER's Project's density for residential development potential as set forth in the General Plan or the Specific Plan, whichever is less, by the net acreage of land within OWNER's Project. All "Affordability In-Lieu Fees" collected by the City shall be used to promote the construction of affordable housing within the City.

4.4.2.4 Affordability Covenants. Prior to the issuance of the first building permit for any affordable unit, the City and OWNER shall enter into an Affordable Housing Agreement Affordability shall be assured for a period of forty-five (45) years for for-sale units and fifty-five (55) years for rentals. For rental units, base rents shall be established by the City and rental adjustments required by the City shall be performed on an annual basis. In addition, the Affordable Housing Agreement shall impose maximum occupancy limits of 2 occupants per bedroom plus 1 additional occupant per dwelling unit, and a requirement for the OWNER or tenant to properly maintain each dwelling unit.

4.4.2.5 Transfer of Affordable Project. No transfer of title to any affordable housing project shall occur without the prior written consent of the City. In the event OWNER transfers title to any affordable housing project required to be constructed pursuant to this Agreement to a non-profit entity, or other entity, that receives an exemption from ad valorem real property taxes, the City shall be required to assure payment of an annual in lieu fee to the City on July 1 of each year equal to one-tenth of one percent (0.1%) of the assessed value of such project. The City may permit OWNER to satisfy this obligation by recorded covenants against the property and enforceable against said entity by the City. Any such covenants shall be approved by the Planning Director and the City Attorney.

#### 4.5 Schools Obligations.

4.5.1 Written Evidence of Compliance with Schools Obligations. OWNER shall, either through joint or individual agreements between OWNER and the applicable school district(s), satisfy its new school obligations. The new school obligations for the Mountain View School District in the New Model Colony area have been projected to include the acquisition or dedication of school sites for, and construction of, up to eight (8) schools. Of these eight (8) schools, six (6) are to be elementary (K-5) grade schools and two (2) are to be middle grade schools. The new school obligations for the Chaffey Joint Union High School District in the New Model Colony area have been projected to include the dedication of a school site for, and construction of, an additional high school. The new school obligations for the applicable school district shall be met by a combination of the following: (1) designating and dedicating school site(s) within the Property as set forth in the General Plan, and/or (2) paying school impact fees, (3) entering into a joint mitigation agreement or individual mitigation agreements, or (4) any combination of the foregoing. Written evidence of approval by the applicable school district that OWNER has met their school obligations may be required by the City as the condition to the issuance by the City of any entitlements for OWNER's Project. In the event OWNER is unable to provide such written evidence from the applicable school district(s), the City shall have the right to decline to honor any DIF Credit, Certificates of MDD Availability, Certificates of Storm Water Treatment Capacity Availability, or any combination thereof, presented by such OWNER, without liability to the City. To the extent that a joint mitigation agreement is approved by the applicable school district(s), and OWNER is a participant in good standing in such mitigation agreement, OWNER shall be deemed to have mitigated its new school obligations under this Section 4.5.1.

#### 4.6 Public Services Funding Fee.

4.6.1 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 the residents of 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.

4.6.2 Public Services Funding Fee Amount. OWNER shall pay a Public Services Funding fee in the total amount of One Thousand Nine Hundred Seventy-Fivedollars (\$1,975.00) per residential dwelling unit. The Public Services Funding Fee shall be paid in one (1) installment within one hundred eighty (180) calendar days after the Effective Date of this Development Agreement or in two (2) installments, at OWNER's option, as follows:

4.6.2.1 First Installment (Residential uses). The First Installment of the Public Services Funding Fee shall be Nine Hundred Eighty-Seven dollars and fifty cents (\$987.50) per residential dwelling unit. The First Installment shall be based upon the "**Maximum Development Density**" of the Project, as defined in Section 3.7.2.3 of the Construction Agreement Amendment. The First Installment shall be due

and payable 30 days after the Effective Date of this Development Agreement. If OWNER does not complete the purchase of the Property, OWNER shall request and CITY shall refund to OWNER the amount of the First Installment paid by OWNER.

4.6.2.2 Second Installment (Residential Uses). The Second Installment of the Public Services Funding Fee shall be Nine Hundred Eighty-Seven dollars and fifty cents (\$987.50) per residential unit. The Second Installment shall be paid at the time of the issuance of each building permit for the Project. The amount of the Second Installment shall increase automatically by percentage increase (but no decrease) in the Consumer Price Index (Los Angeles-Anaheim-Riverside County), 1950-2001 (1982-84=100) over the preceding year on January 1<sup>st</sup> of each year, beginning on January 1, 2019. OWNER may exercise the option to pay the Second Installment amount for all residential units, a portion of the residential units, or for the remainder of the residential units within OWNER's Project on or before each December 31<sup>st</sup>, before the Second Installment amount is automatically increased.

4.6.2.3 Single Installment (Non-residential Uses). A single installment payment of the Public Services Funding Fee shall be required in the amount of Fifty-Nine Cents (\$.59) per square foot of non-residential buildings. The single installment for non-residential uses shall be due and payable 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 (Los Angeles-Anaheim-Riverside County), 1950-2001 (1982-84=100) over the preceding year on January 1<sup>st</sup> of each year, beginning on January 1, 2019. 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 31<sup>st</sup>, before the Single Installment amount is automatically increased.

#### 4.7 Net MDD/Water Availability Equivalents.

4.7.1 Assigned Net MDD/Water Availability Equivalents. 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 acknowledge 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.

4.7.2 Requirement for Amendment to Construction Agreement with NMC Builders. OWNER and CITY agree that OWNER's' payment to CITY required by Section 4.7.3 below represents OWNER's contribution to the funding required for the future construction of the Phase 2 Water Improvements and the availability of additional Net MDD Water Availability required for the development of the Property described in Exhibit

A of this Agreement. CITY and OWNER also agree that CITY approval of this Agreement shall be conditioned upon OWNER agreement to become a Member of NMC Builders.

4.7.3 CITY issuance Water Availability Equivalents. Within 30 days after the Effective Date of this Development Agreement OWNER shall pay 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 projected Regional Water DIF, the Maximum Development Density and the approved land use category for such Project. The calculated amount of the Phase 2 Water Participation Fee shall be paid to City within 30 days after the Effective Date of this Development Agreement or, at OWNER's option, the Phase 2 Water Participation Fee may be paid to City in two (2) installments. The first installment shall be fifty percent (50%) of the total Phase 2 Water Participation Fee and such first installment shall be due and payable to City within 30 days after the Effective Date of this Development Agreement. The second installment shall be the remaining amount of the Phase 2 Water Participation Fee and such second installment shall be due and payable to City within one (1) year after the payment of the first installment, or prior to, and as a condition precedent to the recording of any final tract map for the Project, whichever occurs first. Upon OWNER's complete payment to CITY of the Phase 2 Water Participation Fee CITY shall issue a Certificate of Water Availability Equivalents in the form attached hereto as Exhibit G. Such Water Availability Equivalents Certificate shall be issued by CITY within thirty (30) days of the receipt of such required payment. CITY and OWNER agree that the amount of Water Availability Equivalents issued to OWNER shall be based on the maximum projected need for Water Availability Equivalents required for the Property based upon water demand factors and assumptions listed in Exhibit C-2R of the Phase 2 Water Amendment, "Water Demand Equivalents by Land Use" for each land use category. Additionally, within thirty (30) days of CITY's receipt of OWNER complete payment as required under Section 4.7.3, CITY shall issue a certificate of DIF Credit against OWNER's DIF obligations in the regional water DIF Category. The amount of the DIF Credit issued by CITY shall be equivalent to OWNER's payment to CITY of the Phase 2 Water Participation Fee. The form of the Certificate of DIF Credit shall be as described in Exhibit H, attached hereto and incorporated herein.

4.7.3.1 The Phase 2 Water Participation Fee may be paid by OWNER, any subsequent owner of the Property (or any portion thereof), or any combination of the foregoing, in accordance with Section 4.7.2. OWNER, on behalf of itself and any and all subsequent owner(s) of the Property (or any portion thereof), agrees and acknowledges that, should the OWNER or any subsequent owner of the Property (or any portion thereof) request, demand or seek any administrative or judicial relief seeking a return of any portion of the Phase 2 Water Participation Fee (individually or collectively, a "Refund Request"), then CITY shall refund to OWNER, the Phase 2 Water Participation Fee previously paid, and the Development Agreement and any and all land use entitlements (including, but not limited to the Development Agreement and Tentative Tract Map Nos. 19966-1, 19966-2, 19966-3 and 19966) shall be automatically deemed null and void and of no further force or effect, without further action on the part of any party, and without any liability on the part of the CITY, its officials, officers or employees. Without limiting the nature of the foregoing, in the event of a Refund Request and CITY's

payment of the requested refund, OWNER and any and all subsequent owner(s) of the Property (or any portion thereof) will be deemed to have automatically consented to a termination of the Development Agreement as well as a reversion of Tract Map 18937 to acreage pursuant to the Subdivision Map Act (California Government Code section 66499.16(b)(1)). Additionally, all related Certificates of Net MDD Availability and all Certificates of DIF Credit issued to OWNER in recognition of OWNER's payment of the Phase 2 Water Participation Fee shall be null and void and of no value.

4.7.4 Use of Net MDD Water Availability. OWNER shall provide evidence of sufficient Water Availability Equivalents (or portions thereof) prior to and as a condition precedent to approval of any final Parcel Map for the Property. The amount of Water Availability Equivalents required for the approval of a final Parcel Map shall be based upon water demand factors and assumptions listed in Exhibit C-2R of the Construction Agreement Amendment as "Water Demand Equivalents by Land Use" for each land use category.

4.8. 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.

4.9 Storm Water Capacity Availability.

4.9.1 OWNER and CITY agree that OWNER is not eligible to utilize the regional storm water treatment facilities to meet the requirements of the NPDES permit and the requirements of Section 3.8 of the Construction Agreement Amendment shall not apply to the Property. OWNER shall provide on-site storm water treatment facilities to meet the requirements of the NPDES permit.

4.10 Carpenter Sewershed Contribution. OWNER shall pay to CITY the amount of Four Hundred Fifty Thousand Dollars (\$450,000.00) prior to, and as a condition precedent to OWNER's request to CITY for issuance of the first building permit for a Production Unit for Phase 1A of the Project. Upon receipt of the OWNER's Carpenter Sewershed Contribution, CITY shall issue a certificate of DIF Credit in the Local Adjacent DIF category to OWNER in the amount of OWNER's Carpenter Sewershed Contribution

4.11 Maintenance of Open Space. OWNER shall provide for the ongoing maintenance of all park and open space areas within the Project as more particularly set forth in the Specific Plan, through a homeowners' association or public financing mechanism, as approved by the CITY. Covenants, conditions and restrictions establishing any homeowners' association shall be approved by the Planning Director and City Attorney.

4.11 Compliance with Public Benefits Requirements.

4.11.1 Failure to Provide Public Benefits. In the event OWNER fails or refuses to comply with any condition referenced in Section 4.1 through 4.11, or challenges (whether administratively or through legal proceedings) the imposition of such conditions, OWNER shall be deemed in default of this Agreement pursuant to Section 8.4 hereof, thereby entitling the City to any and all remedies available to it, including, without limitation, the right of the City to withhold OWNER's Project-related building permits, certificates of occupancy, or discretionary approvals, without liability.

## 5. FINANCING OF PUBLIC IMPROVEMENTS.

5.1 Financing Mechanism(s). In accordance with the Memorandum of Agreement between the CITY and NMC Builders, CITY will cooperate with OWNER in the formation of a CFD, or CFDs, to include all of the Project, to provide a financing mechanism to reimburse the OWNER for funds paid to NMC Builders LLC for OWNER's share of the costs of public infrastructure pursuant to the Construction Agreement Amendment. Notwithstanding such reimbursements, OWNER shall remain entitled to DIF Credits as provided for in Article 3 of the Construction Agreement Amendment and/or as provided for in a separate Fee Credit Agreement between CITY and OWNER. OWNER agrees that, prior to the recordation of any B Map, the property subject to such B Map shall be included in a CFD to finance City services through annual special taxes that will initially be \$1,442.00 per Single Family Detached Dwelling Unit, \$1,250.00 per Multiple-Family Dwelling Unit, \$1,048.00 per Gated Apartment Community Dwelling Unit, and \$.27 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. CITY shall be the sole and exclusive lead agency in the formation of any CFD, assessment district or other public financing mechanism within the Property; provided however, that the proceeds of any such CFD, assessment district, or financing mechanism may be used, subject to restrictions that may be imposed by applicable law, for the purposes of acquiring, constructing or maintaining public facilities to be owned or operated by other public agencies, including, without limitation those facilities owned or operated by a school district. In addition to the rights of the CITY pursuant to section 5.2 hereof, CITY shall have the right, but not the obligation, to condition the formation of any CFD, assessment district or other public financing mechanism within the Property on the OWNER mitigating all Project-related impacts to the applicable school district(s) as required by such school district(s). Written evidence by such school district(s) may be required by the CITY as the condition to the formation of any CFD, assessment district or other public financing mechanism within the Property, or any steps preliminary thereto, including, without limitation, the adoption of any resolution of intention to form such CFD, assessment district or other public financing mechanism within the Property. It is not the intent of the parties hereto, by this provision, to prohibit or otherwise limit the City's ability to take any and all necessary steps requisite to the formation of the CFD to finance City services through annual special taxes as set forth in this Section 5.1. Formation of any CFD, assessment district or other public financing mechanism within the Property, shall be subject to CITY's ability to make all findings required by applicable law and complying with all applicable legal procedures and requirements including, without limitation, CITY's public financing district policies as such policies may be amended from time to time. Notwithstanding the foregoing, it is acknowledged and agreed by the parties that nothing

contained in this Agreement shall be construed as requiring CITY or the City Council to form any such district or to issue and sell bonds.

## 6. REVIEW FOR COMPLIANCE.

### 6.1 Periodic and Special Reviews.

6.1.1 Time for and Initiation of Periodic Review. The CITY shall review this Agreement every twelve (12) months from the Effective Date in order to ascertain the good faith compliance by the OWNER with the terms of this Agreement. The OWNER shall submit an Annual Monitoring Report to CITY, in a form acceptable to the City Manager, along with any applicable processing charge within ten (10) days after each anniversary date of the Effective Date of this Agreement. Within fifteen (15) days after the receipt of the Annual Monitoring Report, CITY shall review the Annual Monitoring Report. Prior to the expiration of the fifteen (15) day review period, CITY shall either issue a notice of continuing compliance or a notice of non-compliance and a notice of CITY's intent to conduct a Special Review pursuant to Sections 6.1.2 through 6.1.6. Issuance of a notice of continuing compliance may be issued by the City Manager or his designee.

6.1.2 Initiation of Special Review. A special review may be called either by agreement between the parties or by initiation in one or more of the following ways:

- (1) Recommendation of the Planning staff;
- (2) Affirmative vote of at least four (4) members of the Planning Commission; or
- (3) Affirmative vote of at least three (3) members of the City Council.

6.1.3 Notice of Special Review. The City Manager shall begin the special review proceeding by giving notice that the CITY intends to undertake a special review of this Agreement to the OWNER. Such notice shall be given at least ten (10) days in advance of the time at which the matter will be considered by the Planning Commission.

6.1.4 Public Hearing. The Planning Commission shall conduct a hearing at which the OWNER must demonstrate good faith compliance with the terms of this Agreement. The burden of proof on this issue is upon the OWNER.

6.1.5 Findings Upon Public Hearing. The Planning Commission shall determine upon the basis of substantial evidence whether or not the OWNER has, for the period under review, complied in good faith with the terms and conditions of this Agreement.

### 6.1.6 Procedure Upon Findings.

(a) If the Planning Commission finds and determines on the basis of substantial evidence that the OWNER has complied in good faith with the terms and conditions of this Agreement during the period under review, the review for that period is concluded.

(b) If the Planning Commission finds and determines on the basis of substantial evidence that the OWNER has not complied in good faith with the terms and conditions of this Agreement during the period under review, the Planning Commission may recommend to the City Council to modify or terminate this Agreement.

(c) The OWNER may appeal a determination pursuant to paragraph (b) to the City Council in accordance with the CITY's rule for consideration of appeals in zoning matters generally.

6.2 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.1.6(b), the CITY determines to proceed with modification or termination of this Agreement, the CITY shall give notice to the property OWNER of its intention so to do. The notice shall contain:

(a) The time and place of the hearing;

(b) A statement as to whether or not the CITY proposes to terminate or to modify this Agreement; and

(c) Other information that the CITY considers necessary to inform the OWNER of the nature of the proceeding.

6.3 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, the OWNER shall be given an opportunity to be heard. The OWNER shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on the OWNER. If the City Council finds, based upon substantial evidence in the administrative record, that the OWNER has not complied in good faith with the terms and conditions of the agreement, the City Council may terminate or modify this Agreement and impose those conditions to the action it takes as it considers necessary to protect the interests of the CITY. The decision of the City Council shall be final, subject only to judicial review pursuant to Section 1094.5 of the Code of Civil Procedure.

6.4 Certificate of Agreement Compliance. If, at the conclusion of a Periodic or Special Review, OWNER is found to be in compliance with this Agreement, CITY shall, upon written request by OWNER, issue a Certificate of Agreement Compliance ("Certificate") to OWNER stating that after the most recent Periodic or Special Review and based upon the information known or made known to the Planning Director and City Council that (1) this Agreement remains in effect and (2) OWNER is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a Periodic or Special Review and shall state the anticipated date of commencement of the next Periodic Review. OWNER may record the Certificate with the County



Recorder. Whether or not the Certificate is relied upon by assignees or other transferees or OWNER, CITY shall not be bound by a Certificate if a default existed at the time of the Periodic or Special Review, but was concealed from or otherwise not known to the Planning Director or City Council.

7. [RESERVED]

8. DEFAULT AND REMEDIES.

8.1 Remedies in General. It is acknowledged by the parties that CITY would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that CITY shall not be liable in damages to OWNER, or to any successor in interest of OWNER, or to any other person, and OWNER covenants not to sue for damages or claim any damages:

(a) For any breach of this Agreement or for any cause of action which arises out of this Agreement; or

(b) For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or

(c) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

8.2 Specific Performance. The parties acknowledge that money damages and remedies at law generally are inadequate and specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement and should be available to all parties for the following reasons:

(a) Money damages are unavailable against CITY as provided in Section 8.1 above.

(b) Due to the size, nature and scope of the project, it may not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, OWNER may be foreclosed from other choices it may have had to utilize the Property or portions thereof. OWNER has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate OWNER for such efforts.

8.3 Release. Except for nondamage remedies, including the remedy of specific performance and judicial review as provided for in Section 6.5, OWNER, for itself, its successors and assignees, hereby releases the CITY, its officers, agents and employees

from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon the CITY because it entered into this Agreement or because of the terms of this Agreement.

8.4 Termination or Modification of Agreement for Default of OWNER. Subject to the provisions contained in Subsection 6.3 herein, CITY may terminate or modify this Agreement for any failure of OWNER to perform any material duty or obligation of OWNER under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default"); provided, however, CITY may terminate or modify this Agreement pursuant to this Section only after providing written notice to OWNER of default setting forth the nature of the default and the actions, if any, required by OWNER to cure such default and, where the default can be cured, OWNER has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

8.5 Termination of Agreement for Default of CITY. OWNER may terminate this Agreement only in the event of a default by CITY in the performance of a material term of this Agreement and only after providing written notice to CITY of default setting forth the nature of the default and the actions, if any, required by CITY to cure such default and, where the default can be cured, CITY has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

## 9. THIRD PARTY LITIGATION.

9.1 General Plan Litigation. CITY has determined that this Agreement is consistent with its Comprehensive General Plan, as such General Plan exists as of the Effective Date ("General Plan"), and that the General Plan meets all requirements of law. OWNER has reviewed the General Plan and concurs with CITY's determination. CITY shall have no liability in damages under this Agreement for any failure of CITY to perform under this Agreement or the inability of OWNER to develop the Property as contemplated by the Development Plan of this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law.

9.2 Third Party Litigation Concerning Agreement. OWNER shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless CITY, its agents, officers and employees from any claim, action or proceeding against CITY, its agents, officers, or employees to attack, set aside, void, or annul the approval of this Agreement

or the approval of any permit granted pursuant to this Agreement. CITY shall promptly notify OWNER of any such claim, action or proceeding, and CITY shall cooperate in the defense. If CITY fails to promptly notify OWNER of any such claim, action or proceeding, or if CITY fails to cooperate in the defense, OWNER shall not thereafter be responsible to defend, indemnify, or hold harmless CITY. CITY may in its discretion participate in the defense of any such claim, action or proceeding.

9.3 Indemnity. In addition to the provisions of 9.2 above, OWNER shall indemnify and hold CITY, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of OWNER, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (OWNER's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from the activities contemplated hereunder, including, but not limited to, the study, design, engineering, construction, completion, failure and conveyance of the public improvements, save and except claims for damages arising through the sole active negligence or sole willful misconduct of CITY. OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. CITY may in its discretion participate in the defense of any such legal action.

9.4 Environment Assurances. OWNER shall indemnify and hold CITY, its officers, agents, and employees free and harmless from any liability, based or asserted, upon any act or omission of OWNER, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. CITY may in its discretion participate in the defense of any such action.

9.5 Reservation of Rights. With respect to Sections 9.2, 9.3 and 9.4 herein, CITY reserves the right to either (1) approve the attorney(s) which OWNER selects, hires or otherwise engages to defend CITY hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense, provided, however, that OWNER shall reimburse CITY forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

9.6 Survival. The provisions of this Sections 9.1 through 9.6, inclusive, shall survive the termination of this Agreement.

## 10. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at OWNER's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security

device securing financing with respect to the Property. CITY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with OWNER and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. CITY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee, has submitted a request in writing to the CITY in the manner specified herein for giving notices, shall be entitled to receive written notification from CITY of any default by OWNER in the performance of OWNER's obligations under this Agreement.

(c) If CITY timely receives a request from a Mortgagee requesting a copy of any notice of default given to OWNER under the terms of this Agreement, CITY shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to OWNER. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of OWNER's' obligations or other affirmative covenants of OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by OWNER is a condition precedent to the performance of a covenant by CITY, the performance thereof shall continue to be a condition precedent to CITY's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 2.4 of this Agreement.

## 11. MISCELLANEOUS PROVISIONS.

11.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the San Bernardino County Recorder by the City Clerk within the ten (10) days after the CITY executes this Agreement, as required by Section 65868.5 of the Government Code. If the parties to this Agreement or their successors in interest amend or cancel this Agreement as provided for herein and in Government Code Section 65868, or if the CITY terminates or modifies the agreement as provided for herein and in Government Code Section 65865.1 for failure of the applicant to comply in good

faith with the terms or conditions of this Agreement, the City Clerk shall have notice of such action recorded with the San Bernardino County Recorder.

11.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

11.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Section 4 of this Agreement, including the payment of the fees set forth therein, are essential elements of this Agreement and CITY would not have entered into this Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

11.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

11.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

11.6 Singular and Plural. As used herein, the singular of any word includes the plural.

11.7 Joint and Several Obligations. Subject to section 2.4, if at any time during the term of this Agreement the Property is owned, in whole or in part, by more than one OWNER, all obligations of such OWNERS under this Agreement shall be joint and several, and the default of any such OWNER shall be the default of all such OWNERS. Notwithstanding the foregoing, no owner of a single lot which has been finally subdivided and sold to such owner as a member of the general public or otherwise as an ultimate user shall have any obligation under this Agreement except as provided under Section 4 hereof.

11.8 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

11.9 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right

to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

11.10 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

11.11 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control, (including the party's employment force), government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the party's control. If any such events shall occur, the term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the term of this Agreement shall not be extended under any circumstances for more than five (5) years.

11.12 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

11.13 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and, (c) is binding upon each party and each successor in interest during Ownership of the Property or any portion thereof.

11.14 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

11.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of San Bernardino, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

11.16 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between CITY and

OWNER is that of a government entity regulating the development of private property and the OWNER of such property.

**11.17 Further Actions and Instruments.** Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement. The City Manager may delegate his powers and duties under this Agreement to an Assistant City Manager or other management level employee of the CITY.

**11.18 Eminent Domain.** No provision of this Agreement shall be construed to limit or restrict the exercise by CITY of its power of eminent domain.

**11.19 Agent for Service of Process.** In the event OWNER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venturer resident of the State of California, or it is a foreign corporation, then in any such event, OWNER shall file with the Planning Director, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon OWNER. If for any reason service of such process upon such agent is not feasible, then in such event OWNER may be personally served with such process out of this County and such service shall constitute valid service upon OWNER. OWNER is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto. OWNER for itself, assigns and successors hereby waives the provisions of The Hague Convention (Convention on the Service Abroad of Judicial and Extra Judicial Documents in Civil or Commercial Matters, 20 U.S.T. 361, T.I.A.S. No. 6638).

**11.20 Estoppel Certificate.** Within thirty (30) business days following a written request by any of the parties, the other party shall execute and deliver to the requesting party a statement certifying that (i) either this Agreement is unmodified and in full force and effect or there have been specified (date and nature) modifications to the Agreement, but it remains in full force and effect as modified; and (ii) either there are no known current uncured defaults under this Agreement or that the responding party alleges that specified (date and nature) defaults exist. The statement shall also provide any other reasonable information requested. The failure to timely deliver this statement shall constitute a conclusive presumption that this Agreement is in full force and effect without modification except as may be represented by the requesting party and that there are no uncured defaults in the performance of the requesting party, except as may be represented by the requesting party. OWNER shall pay to CITY all costs incurred by CITY in connection with

the issuance of estoppel certificates under this Section 11.20 prior to CITY's issuance of such certificates.

11.21 Authority to Execute. The person or persons executing this Agreement on behalf of OWNER warrants and represents that he or she/they have the authority to execute this Agreement on behalf of his or her/their corporation, partnership or business entity and warrants and represents that he or she/they has/have the authority to bind OWNER to the performance of its obligations hereunder.

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**

**"OWNER"**

CVRC Ontario Investments, LLC,  
a Delaware limited liability company

By: CV Communities, LLC,  
a Delaware limited liability company  
Managing Member

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: DB Ontario Land Investment, LLC,  
a Delaware limited liability company  
Managing Member

By: RCCD, Inc.,  
a California corporation,  
Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**"CITY"**

**CITY OF ONTARIO**

By: \_\_\_\_\_  
Scott Ochoa  
City Manager

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
City Clerk, Ontario

APPROVED AS TO FORM:

BEST, BEST & KREIGER LLP

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City Attorney

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA )  
 )  
 ) ss.  
COUNTY OF SAN BERNARDINO )

On \_\_\_\_\_, 2018  
before me, \_\_\_\_\_,  
personally appeared \_\_\_\_\_,

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

## OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

### CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

\_\_\_\_\_  
Title(s)

- Partner(s)  Limited  General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: \_\_\_\_\_

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
\_\_\_\_\_

### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number Of Pages

\_\_\_\_\_  
Date Of Document

\_\_\_\_\_  
Signer(s) Other Than Named Above

**EXHIBIT "A"**  
**TO DEVELOPMENT AGREEMENT**

**Legal Description of Property**

Real Property in the City of Ontario, County of San Bernardino, State of California, described as follows:

PARCEL 8: (APN: 0218-101-01, 02, 07 AND 08)

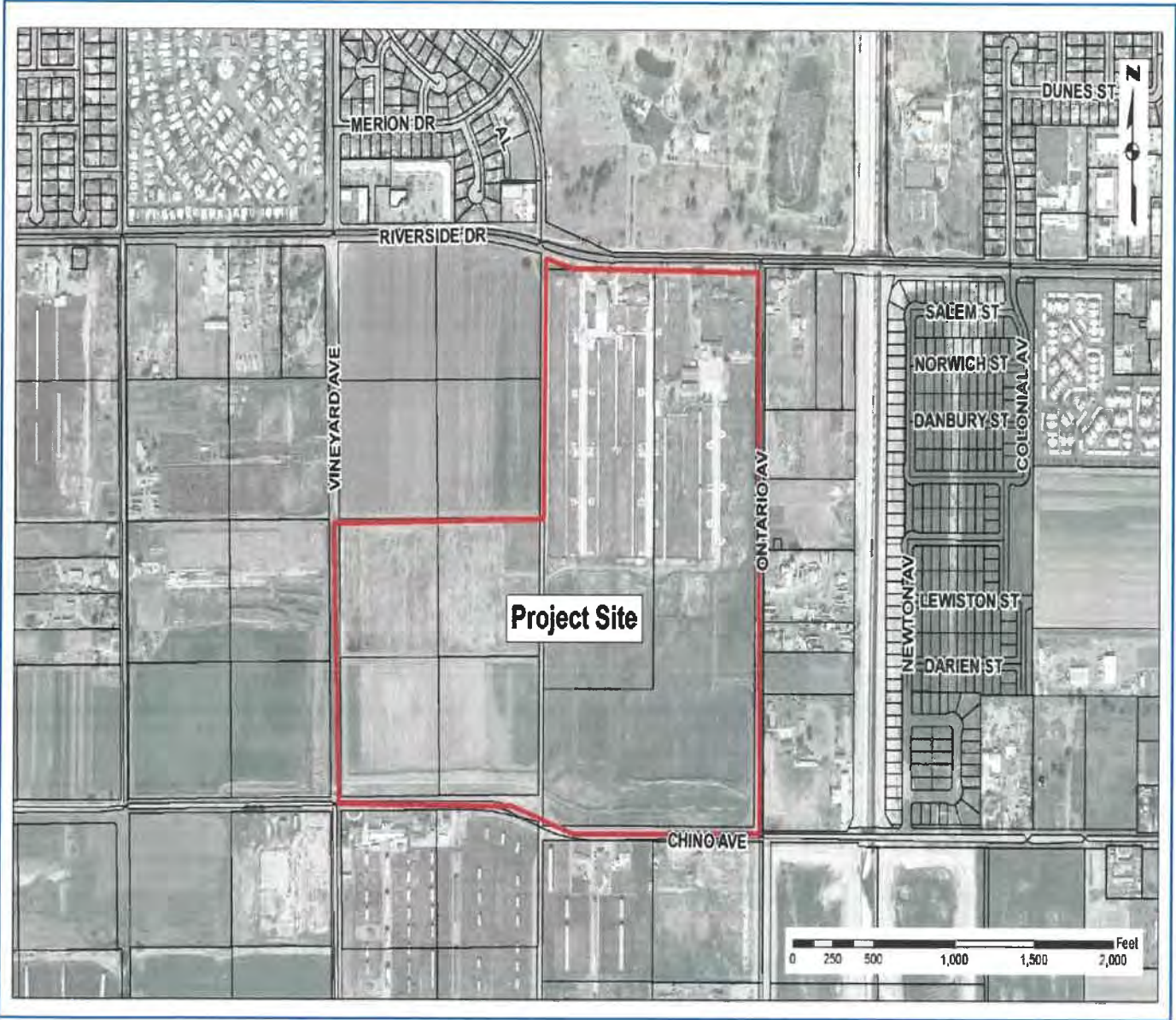
LOTS 23, 24, 25 AND 26, SECTION 10, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO MAP OF SUBDIVISION OF PART OF RANCHO SANTA ANA DEL CHINO, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGE 15, OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

PARCEL 9: (APN: 0218-102-10 AND 11)

LOTS 1, 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 2 OF MOIST BELT TRACT, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 12, PAGE 45 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**EXHIBIT "B"  
TO DEVELOPMENT AGREEMENT**

**Map showing Property and its location**



**EXHIBIT "C"**  
**TO DEVELOPMENT AGREEMENT**

**Existing Development Approvals**

On October 24, 2017, the Planning Commission:

- a) Issued Resolution No. PC17-078 recommending City Council adopt and certify the Armstrong Specific Plan Environmental Impact Report;
- b) Issued Resolution No. PC17-079 recommending City Council approval of the Armstrong Specific Plan (File No. PSP15-002).

On December 5, 2017, the City Council:

- a) Issued Resolution No. 2017- 140 certifying the Armstrong Specific Plan Environmental Impact Report;
- c) Issued Ordinance No. 3084 approving the Armstrong Specific Plan (File No. PSP15-002).

On February 27, 2018, the Planning Commission:

- a) Issued Resolution No. PC18-\*\*\* recommending City Council approval of the Development Agreement (File No. PDA16-002);
- b) Issued Resolution No. PC18-\*\*\* approving Tentative Tract Map 19966 (File No. PMTT16-004).

**EXHIBIT "D"**  
**TO DEVELOPMENT AGREEMENT**

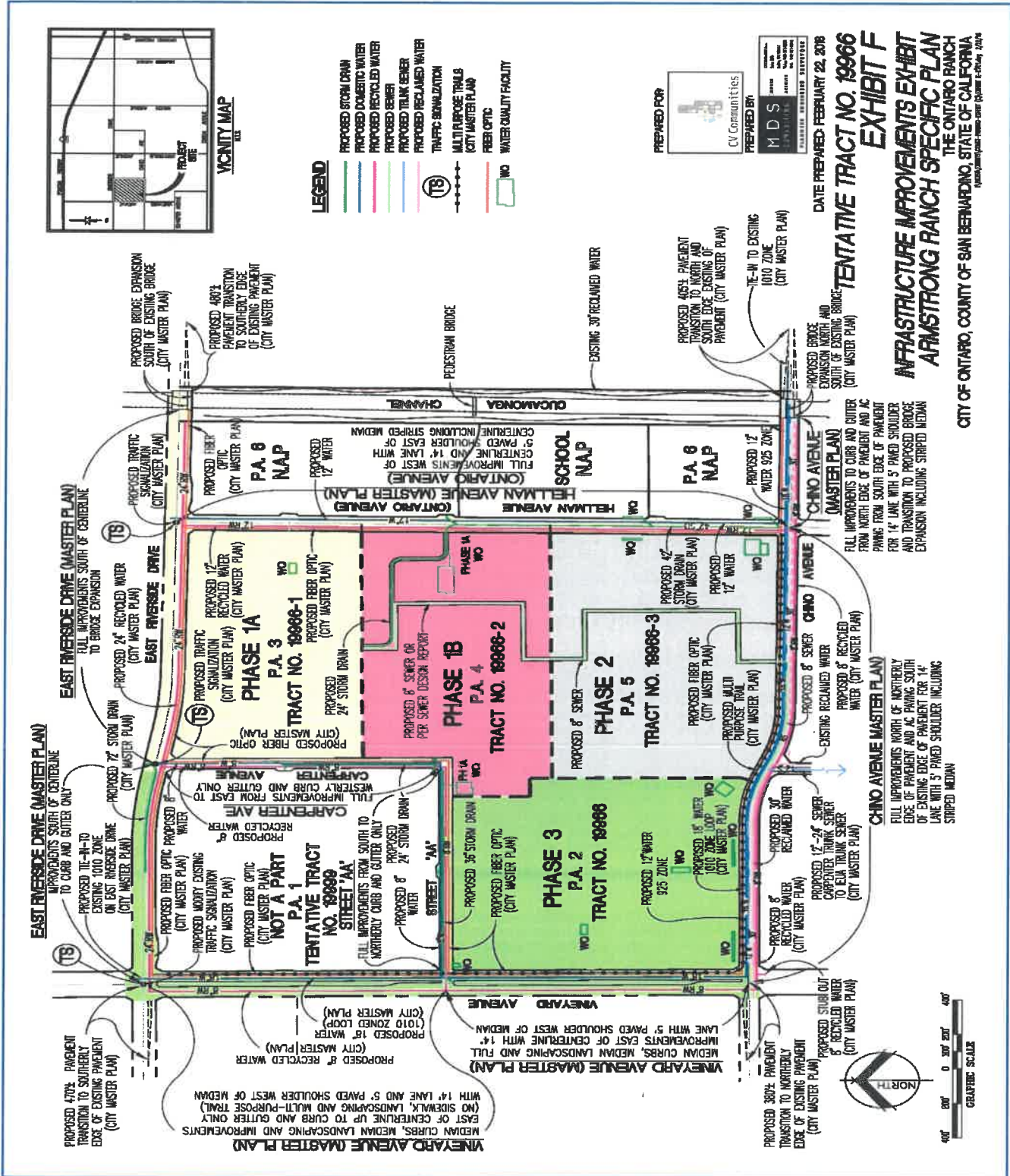
**Existing Land Use Regulations**

These documents are listed for reference only:

1. Armstrong Specific Plan Environmental Impact Report, Resolution No. 2017-140
2. Armstrong Specific Plan (PSP15-002), Ordinance No. 3084
3. Tentative Tract Map No. 19966, Resolution No. PC18-\*\*\*
4. 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

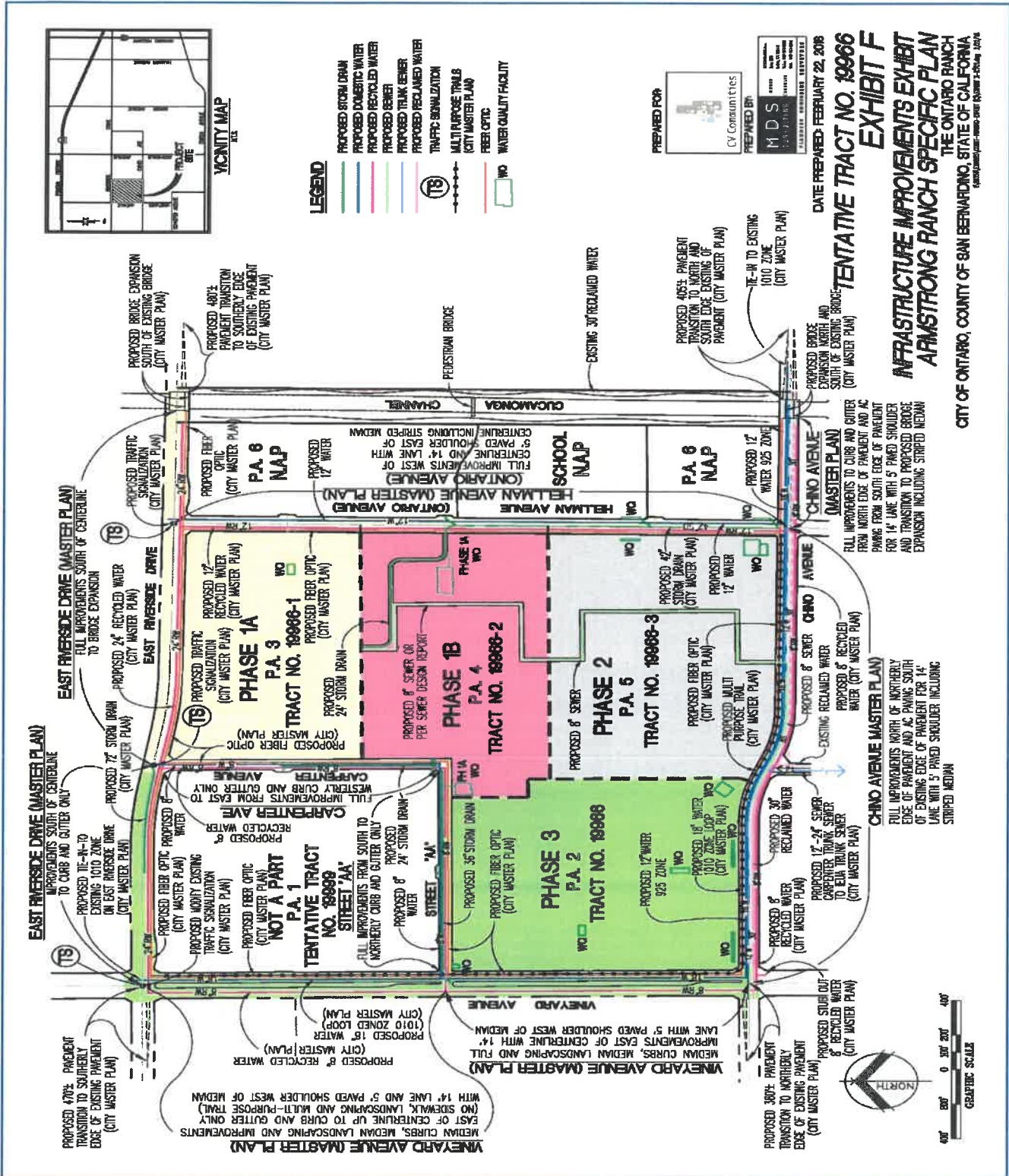
## Phasing Plan





# EXHIBIT "F"

## Required Infrastructure Improvements- Per Phase



# EXHIBIT "F" Continued Required Infrastructure Improvements - Phase 1A

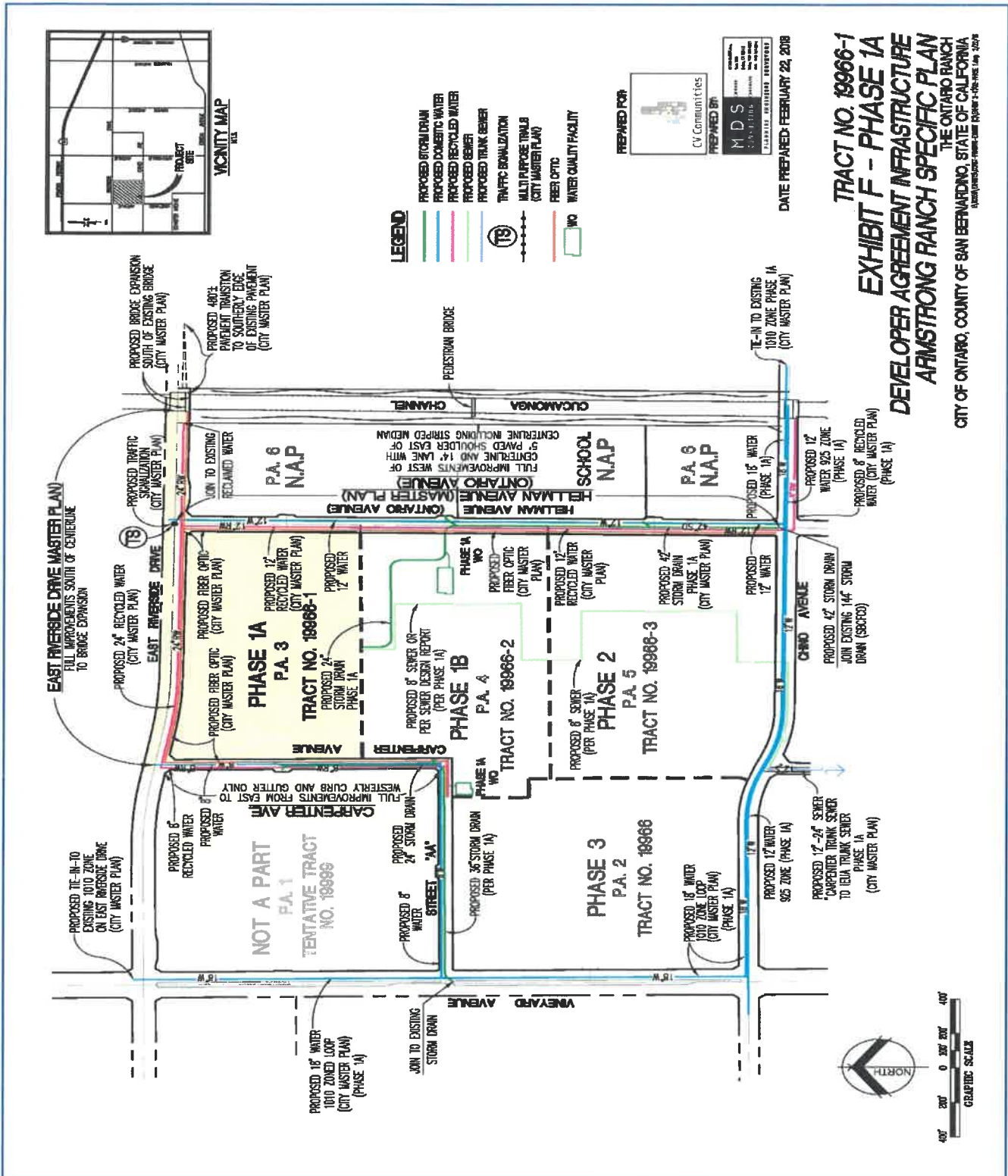
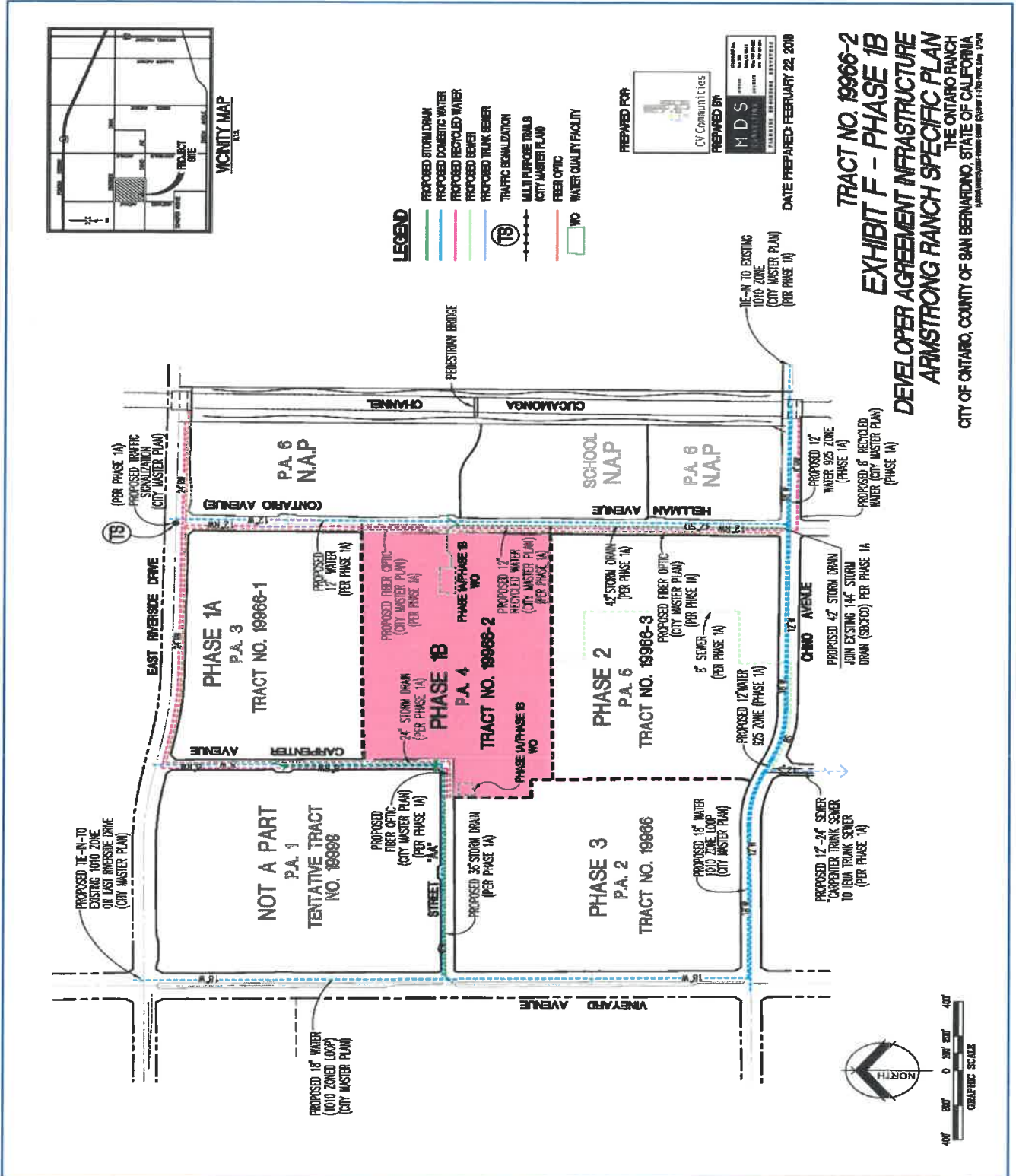


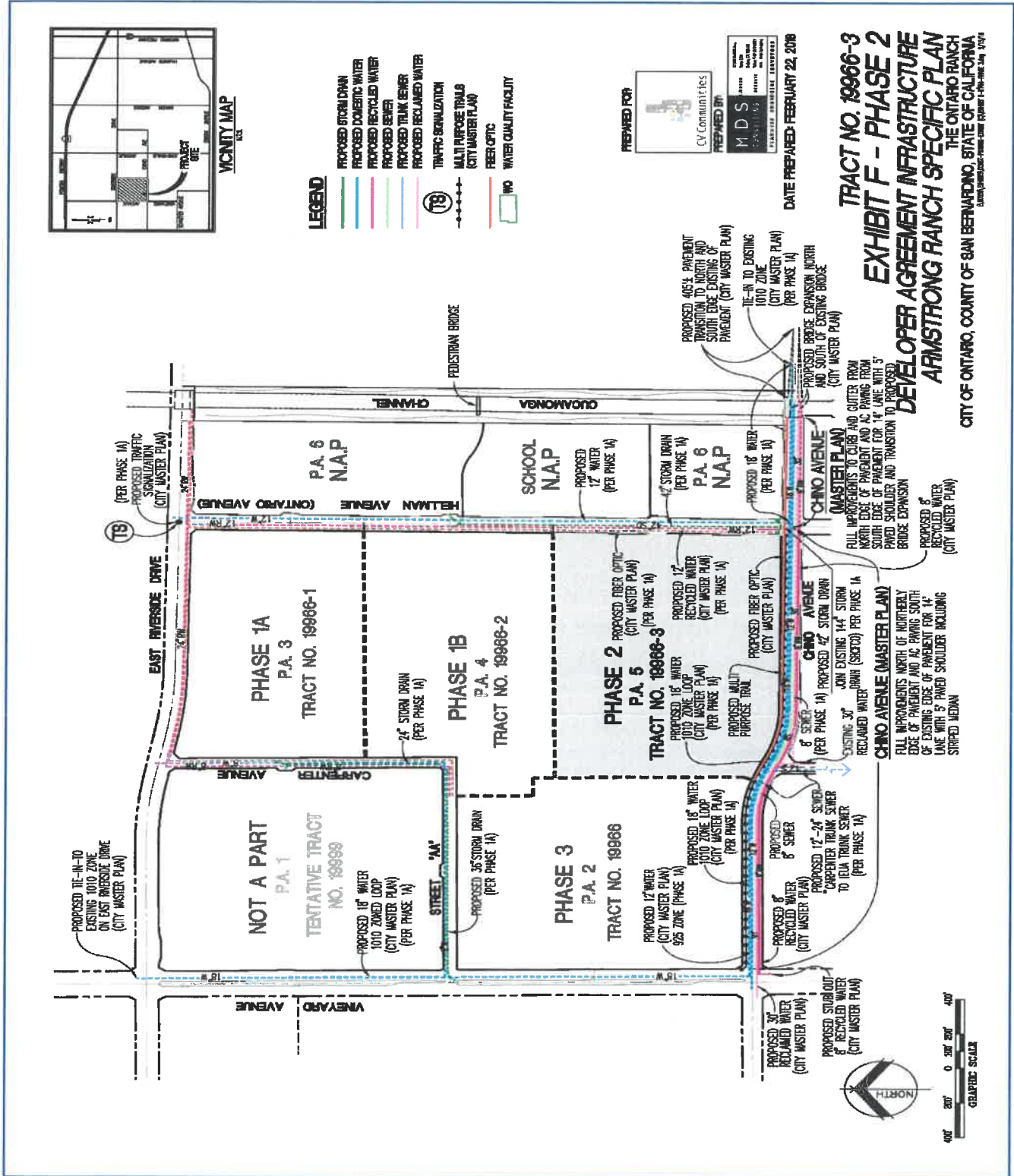
EXHIBIT "F" Continued

Required Infrastructure Improvements - Phase 1B



# EXHIBIT "F" Continued

## Required Infrastructure Improvements - Phase 2





**EXHIBIT "G"**

**FORM OF CERTIFICATE OF PHASE 2 NET MDD WATER AVAILABILITY**

Pursuant to Section 7 of that certain Amendment to 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 between the City of Ontario, a California municipal corporation, and NMC Builders, LLC, a California limited liability corporation, hereinafter called "Developer", the terms and definitions of which are hereby incorporated herein by this reference and hereinafter called "Amendment", the City of Ontario hereby certifies based on receipt of payment of the Phase 2 Water Participation Fee and Development Entitlement of Member's Project, that Member is entitled to the following Phase 2 Net MDD Water Availability.

Residential Phase 2 Net MDD Water Availability \_\_\_\_\_ Units

Non-Residential Phase 2 Net MDD Water Availability \_\_\_\_\_ Square Feet

\_\_\_\_\_  
Scott Ochoa, City Manager

Dated: \_\_\_\_\_

**EXHIBIT "H"**

**FORM OF CERTIFICATE OF REGIONAL WATER DIF CREDIT**

Pursuant to Section 7 of that certain Amendment to 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 between the City of Ontario, a California municipal corporation, and NMC Builders, LLC, a California limited liability corporation, hereinafter called "Developer", the terms and definitions of which are hereby incorporated herein by this reference and hereinafter called "Amendment", the City of Ontario hereby certifies that the Member of Developer is entitled to the following amount of Regional Water DIF Credits:

Amount of Regional Water DIF Credit:                    \$ \_\_\_\_\_

\_\_\_\_\_  
Scott Ochoa, City Manager

Dated: \_\_\_\_\_