

**CITY OF ONTARIO  
CITY COUNCIL AND HOUSING AUTHORITY  
AGENDA  
SEPTEMBER 17, 2019**

**Paul S. Leon**  
Mayor

**Ruben Valencia**  
Mayor pro Tem

**Alan D. Wapner**  
Council Member

**Jim W. Bowman**  
Council Member

**Debra Dorst-Porada**  
Council Member



**Scott Ochoa**  
City Manager

**Scott E. Huber**  
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 Closed Session and Closed Session Comment at 6:00 p.m., Public Comment at 6:30 p.m. immediately followed by the Regular Meeting and Public Hearings. No agenda item will be introduced for consideration after 10:00 p.m. except by majority vote of the City Council.

**(EQUIPMENT FOR THE HEARING IMPAIRED AVAILABLE IN THE RECORDS MANAGEMENT OFFICE)**

**CALL TO ORDER (*OPEN SESSION*)**

**6:00 p.m.**

***ROLL CALL***

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

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

***CLOSED SESSION***

- GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
Property: APN 104836303, 401 N. Lemon Avenue; APN 104836302, 418 N. Lemon Avenue; APN 104836304, 404 N. Euclid Avenue; and APN 104836305, 414 N. Euclid Avenue; City/Authority Negotiator: Scott Ochoa or his designee; Negotiating parties: Chaffey College District; Under negotiation: Price and terms of payment.

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

***PLEDGE OF ALLEGIANCE***

Council Member Bowman

***INVOCATION***

Pastor Donald Rucker, Ontario First Church of the Nazarene

**REPORT ON CLOSED SESSION**

City Attorney

**PUBLIC COMMENTS**

**6:30 p.m.**

The Public Comment portion of the Council/Housing Authority meeting is limited to 30 minutes with each speaker given a maximum of 3 minutes. An opportunity for further Public Comment may be given at the end of the meeting. Under provisions of the Brown Act, Council is prohibited from taking action on oral requests.

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/Housing Authority/Successor Agency to the Ontario Redevelopment Agency of August 20, 2019, and the Special Meeting of the City Council and Housing Authority of August 20, 2019, approving same as on file in the Records Management Department.

**2. BILLS/PAYROLL**

**Bills** August 9, 2019 through August 29, 2019 and **Payroll** August 4, 2019 through August 17, 2019, when audited by the Finance Committee.

**3. AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH COMMUNICATIONS & MEDIA MANAGEMENT CONSULTANTS, INC FOR CITYWIDE MARKETING, COMMUNICATIONS, MITIGATION 7 PUBLIC RELATIONS CONSULTING SERVICES**

That the City Council authorize the City Manager to execute Amendment No. 2 adding \$57,000 to the Professional Services Agreement (on file with the Records Management Department) with Communications & Media Management Consultants, Inc. of Santa Clarita, California for the provision of citywide marketing, communications, mitigation & public relations consulting services, for a revised contract authority of \$140,000.

**4. A PROFESSIONAL SERVICES AGREEMENT WITH BOSCO LEGAL SERVICES, INC. FOR ELECTRONIC ARCHIVING SERVICES**

That the City Council approve and authorize the City Manager to execute a three year professional services agreement (on file in the Records Management Department) with Bosco Legal Services, Inc., of Riverside, California, for electronic archiving services for an estimated amount of \$37,320 per year; and authorize the City Manager to extend the agreement for up to two additional one-year periods in amounts consistent with City Council approved budgets for each respective fiscal year.

**5. APPOINTMENT OF A CITY REPRESENTATIVE ON THE DOWNTOWN COMMUNITY BENEFIT DISTRICT BOARD OF DIRECTORS**

That the City Council authorize the City Manager to appoint a City staff representative to the Downtown Ontario Community Benefits District Board of Directors.

**6. A RESOLUTION APPROVING A DECLARATION OF COVENANTS FOR CITY-RESERVED USE RIGHTS FOR SIGNAGE RELATED TO AN ELECTRONIC LED SIGN LOCATED AT MEREDITH INTERNATIONAL CENTRE**

That the City Council adopt a resolution approving a declaration of covenants for city-reserved use rights for signage with MavDak Media, LLC (“Licensee”), and authorize the City Manager to execute said agreement granting the City use rights for the purposes of displaying certain messages on the sign, located on the north side of the Interstate 10 freeway east of Vineyard Avenue.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING A DECLARATION OF COVENANTS FOR CITY RESERVED USE RIGHTS FOR SIGNAGE (MEREDITH INTERNATIONAL CENTRE) WITH MAVDAK MEDIA LLC.

**7. A RESOLUTION ADOPTING THE MEASURE I FIVE-YEAR CAPITAL PROJECT NEEDS ANALYSIS FOR FISCAL YEARS 2020-21 TO 2024-25**

That the City Council consider and adopt a resolution approving the FY2020-21 through FY2024-25 Measure I Five-Year Capital Project Needs Analysis (CPNA) and authorize the City Manager to approve changes to the plan as may be required by the City and/or San Bernardino County Transportation Authority (SBCTA).

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADOPTING THE MEASURE I FIVE-YEAR CAPITAL PROJECT NEEDS ANALYSIS FOR FY 2020-21 TO FY 2024-25.

**8. RIGHT-OF-WAY AGREEMENTS FOR CITY PROPERTIES FOR THE CONSTRUCTION OF THE I-10 EXPRESS LANES PROJECT**

That the City Council approve the right-of-way agreements with San Bernardino County Transportation Authority (SBCTA) for the City's well site property, located at 1555 N. Columbia Avenue, and the City's Fire Station No. 5 property, located at 1530 E. Fourth Street; and authorize the City Manager to execute the agreements and all related amendments.

**9. AN AMENDMENT TO THE CONSTRUCTION CONTRACT FOR THE PARCO AVENUE AND PLAZA SERENA/GRANADA COURT STORM DRAIN PROJECTS TO INCLUDE WATER SERVICE REPLACEMENTS ON PARCO AVENUE/C.P. CONSTRUCTION CO., INC.**

That the City Council approve an amendment (on file with the Records Management Department) to Contract No. SM1702/SM1602 with C.P. Construction Co., Inc., of Ontario, California, for the replacement of 67 water services on Parco Avenue in the amount of \$168,300, resulting in a revised contract authority of \$3,058,343 plus a contingency of \$320,774, for a total amount of \$3,379,117.

**10. A PROFESSIONAL SERVICES AGREEMENT FOR THE PREPARATION OF AN ONTARIO MULTIMODAL TRANSPORTATION CENTER NEEDS ASSESSMENT AND SITING CRITERIA/GRUEN ASSOCIATES**

That the City Council approve a Professional Services Agreement (on file in the Records Management Department) with Gruen Associates of Los Angeles, California, to prepare an Ontario Multimodal Transportation Center Needs Assessment and Siting Criteria for \$795,218 plus a 4.4% contingency of \$35,009 for a total authorized expenditure of \$830,227; and authorize the City Manager to execute said agreement and all future amendments within the authorization limits.

**11. RECOGNITION OF SEPTEMBER 2019 AS ONTARIO PREPAREDNESS MONTH**

That the City Council recognize the month of September 2019 as Ontario Preparedness Month in the City of Ontario and invite the public to attend the City's Ontario Preparedness Month events in September.

**12. AUTHORIZE THE PURCHASE OF REGIONAL PUBLIC SAFETY EQUIPMENT/ALL SAFE INDUSTRIES/SAFE ENVIRONMENT ENGINEERING**

That the City Council take the following actions:

(A) Award Bid No. 1136 and authorize the purchase of regional public safety equipment from All Safe Industries of Louisville, Kentucky, in the amount of \$117,927, and

(B) Authorize the sole source purchase of regional public safety equipment from Safe Environment Engineering of Valencia, California, in the amount of \$198,528.

**13. PRE-AUTHORIZED LIST OF VENDORS TO PROVIDE PARTS AND SERVICES FOR FIRE TRUCKS AND EQUIPMENT**

That the City Council approve the attached list of pre-authorized vendors to provide parts and maintenance services for Fire Trucks and Equipment.

**14. ONTARIO HOUSING AUTHORITY ANNUAL REPORT FOR FISCAL YEAR 2018-19**

That the Board of the Ontario Housing Authority (“OHA”) approve the OHA Annual Report for the Fiscal Year 2018-19 (“OHA Annual Report”) (on file in the Records Management Department) and authorize the Executive Director of the OHA to transmit to the California Department of Housing and Community Development the OHA Annual Report as required by State law.

**15. AWARD OF BID FOR THE PURCHASE OF STREETLIGHT POLES, LUMINARIES AND ELECTRICAL SUPPLIES/CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.**

That the City Council award Bid No. 1169 and authorize the City Manager to execute a two-year Goods and Services Agreement (on file in the Records Management Department) with Consolidated Electrical Distributors, Inc. of Ontario, California, for an annual estimated amount of \$190,000; and authorize the addition of future acquisitions; and the option to extend the agreements for up to three additional one-year periods consistent with City Council approved budgets.

**16. AWARD A CONSTRUCTION CONTRACT FOR THE NUGENT PARK HORSESHOE PAVILION RENOVATION PROJECT/CAL K-12 CONSTRUCTION INC.**

That the City Council approve a Construction Contract (on file with the Records Management Department) for Contract PM1920-2 with Cal K-12 Construction Inc., located in Redlands, California, for the Nugent Park Horseshoe Pavilion Renovation Project in the amount of \$107,600, plus a 7% contingency of \$7,400, for a total authorized amount of \$115,000; and authorize the City Manager to execute said contract and related documents and the filing of the notice of completion at the conclusion of all construction activities related to the project.

**17. A RESOLUTION APPROVING THE SUBMITTAL OF A PLANNING GRANT PURSUANT TO STATE SENATE BILL 2 AND AUTHORIZING THE CITY MANAGER TO ACCEPT THE NON-COMPETITIVE AWARD AND EXECUTE RELATED GRANT DOCUMENTS**

That the City Council consider and adopt a resolution to:

- (A) Approve the submittal of a State Senate Bill 2 (SB 2) Planning Grant administered by the California Department of Housing and Community Development (HCD) to develop Objective Design and Development Standards to streamline approval of residential development projects; and
- (B) Authorize the City Manager to accept the non-competitive award and execute any and all related grant documents.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AUTHORIZING APPLICATION, RECEIPT, AND EXECUTION OF SB 2 PLANNING GRANT PROGRAM FUNDS (FILE NO. PADV19-005).

**18. PURCHASE OF NEW REPLACEMENT HELICOPTER AND POLICE MISSION EQUIPMENT/AIRBUS HELICOPTERS**

That the City Council authorize the City Manager to execute a sole source purchase contract with Airbus Helicopters, of Grand Prairie, Texas, in the amount of \$3,800,000 (including sales tax) for the purchase of a new police helicopter (Model H125); authorize the City Manager to execute a purchase agreement in the amount \$1,028,000 (including sales tax) with CNC Technologies, of Upland, California, for associated avionics equipment; and authorize the City Manager to execute a purchase agreement in the amount of \$1,075,000 (including sales tax) with Hangar One Avionics, of Carlsbad, California, for the transfer and installation of the specialized avionics equipment; and authorize a \$50,000 contingency for the overall purchase and installation project.

**19. AN APPLICATION FOR A GRANT FROM THE STATE OF CALIFORNIA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL (ABC) FY2019-20 ABC-OTS LOCAL ENFORCEMENT GRANT PROGRAM**

That City Council authorize the City Manager or his designee to execute all documents necessary to apply for and accept an 11-month grant for a maximum of \$20,000 to assist in funding overtime enforcement operations for the California Department of Alcoholic Beverage Control (ABC) to address alcohol-related problems in the community.

**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.

**20. A PUBLIC HEARING TO RECEIVE TESTIMONY AND ADOPT THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) FOR THE 2018-19 FISCAL YEAR**

That the City Council:

- (A) Hold a public hearing to receive testimony on the draft Consolidated Annual Performance and Evaluation Report (CAPER) for the 2018-19 Fiscal Year (on file in the Records Management Department); and
- (B) Direct staff to prepare and transmit to the U.S. Department of Housing and Urban Development (HUD) the final CAPER, which will address all public comments received on the draft CAPER; and
- (C) Authorize the City Manager to execute any and all documents necessary and/or desirable to transmit the CAPER to HUD.

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.

**21. A PUBLIC HEARING TO CONSIDER ADOPTION OF A RESOLUTION TO UPDATE AND MODIFY DEVELOPMENT IMPACT FEES**

That the City Council consider and adopt a resolution to update and modify the City's Development Impact Fees.

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, UPDATING AND MODIFYING DEVELOPMENT IMPACT FEES.

**22. A PUBLIC HEARING TO CONSIDER AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT (FILE NO. PDA19-002) BETWEEN THE CITY OF ONTARIO AND SLV LC CENTER, LLC; HCW LC CENTER, LLC; STRACK FARMS LAND, LLC; RHV EDISON AVENUE, LLC; MV EDISON AVENUE, LLC; AND EPC HOLDINGS 938, LLC, TO ESTABLISH THE TERMS AND CONDITIONS FOR THE DEVELOPMENT OF TENTATIVE TRACT MAP 20157 (FILE NO. PMTT18-002), FOR PROPERTY LOCATED AT THE SOUTHEAST CORNER OF MILL CREEK AVENUE AND OLD EDISON ROAD WITHIN PLANNING AREAS 1 THROUGH 4 (RD-4, RD-6, RD-7, AND RD-8) OF THE ESPERANZA SPECIFIC PLAN (APNS: 0218-252-07, 0218-252-08, 0218-252-09, AND 0218-252-10)**

That the City Council introduce and waive further reading of an ordinance approving the Development Agreement (File No. PDA19-002) between the City of Ontario and SLV LC Center, LLC; HCW LC Center, LLC; Strack Farms Land, LLC; RHV Edison Avenue, LLC; MV Edison Avenue, LLC; and EPC Holdings 938, LLC, to establish the terms and conditions for the development of Tentative Tract Map 20157 (File No. PMTT18-002).

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 FILE NO. PDA19-002, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND SLV LC CENTER, LLC; HCW LC CENTER, LLC; STRACK FARMS LAND, LLC; RHV EDISON AVENUE, LLC; MV EDISON AVENUE, LLC; AND EPC HOLDINGS 938, LLC, TO ESTABLISH THE TERMS AND CONDITIONS FOR THE DEVELOPMENT OF TENTATIVE TRACT MAP 20157 (FILE NO. PMTT18-002), FOR PROPERTY LOCATED AT THE SOUTHEAST CORNER OF MILL CREEK AVENUE AND OLD EDISON ROAD WITHIN PLANNING AREAS 1 THROUGH 4 (RD-4, RD-6, RD-7, AND RD-8) OF THE ESPERANZA SPECIFIC PLAN, AND MAKING FINDINGS IN SUPPORT THEREOF – APNS: 0218-252-07, 0218-252-08, 0218-252-09, AND 0218-252-10.

**23. A PUBLIC HEARING TO CONSIDER FILE NO. PGPA19-002, AN AMENDMENT TO THE POLICY PLAN (GENERAL PLAN) COMPONENT OF THE ONTARIO PLAN TO: [1] MODIFY THE LAND USE PLAN (EXHIBIT LU-01), CHANGING THE LAND USE DESIGNATION FOR 11.9 ACRES OF LAND FROM GENERAL COMMERCIAL TO INDUSTRIAL, LOCATED AT THE NORTHEAST AND SOUTHEAST CORNERS OF WALL STREET AND WANNAMAKER AVENUE; AND [2] MODIFY THE FUTURE BUILDOUT TABLE (EXHIBIT LU-03) TO BE CONSISTENT WITH THE LAND USE DESIGNATION CHANGES WITH THE POLICY PLAN (APNS: 0238-221-23 AND 0238-221-36)**

That City Council consider and adopt a resolution approving an addendum to The Ontario Plan Environmental Impact Report (SCH # 2008101140) adopted by City Council on January 27, 2010, and a resolution approving General Plan Amendment File No. PGPA19-002 to change The Ontario Plan (TOP) land use designation on 11.9 acres from General Commercial to Industrial for property located at the northeast and southeast corners of Wall Street and Wannamaker Avenue (amending TOP Exhibits LU-01, Land Use Plan, and LU-03, Future Buildout Table).

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, APPROVING AN ADDENDUM TO THE ONTARIO PLAN CERTIFIED ENVIRONMENTAL IMPACT REPORT (SCH # 2008101140), FOR WHICH AN INITIAL STUDY WAS PREPARED, ALL IN ACCORDANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AS AMENDED, FOR FILE NOS. PGPA19-002, PDEV18-041 AND PDEV18-042; APNS: 0238-221-36 AND 0238-221-23.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PGPA19-002, AN AMENDMENT TO THE POLICY PLAN (GENERAL PLAN) COMPONENT OF THE ONTARIO PLAN TO: [1] MODIFY EXHIBIT LU-01, OFFICIAL LAND USE PLAN, CHANGING THE LAND USE DESIGNATION ON TWO PARCELS TOTALING 11.9 ACRES OF LAND, FROM GENERAL COMMERCIAL TO INDUSTRIAL, INCLUDING A 7.85-ACRE PARCEL LOCATED AT THE SOUTHEAST CORNER OF WALL STREET AND WANAMAKER AVENUE, WITHIN THE LIGHT INDUSTRIAL LAND USE DISTRICT OF THE CALIFORNIA COMMERCE CENTER SPECIFIC PLAN, AND A 4.05-ACRE PARCEL LOCATED AT THE NORTHEAST CORNER OF WALL STREET AND WANAMAKER AVENUE, WITHIN THE LIGHT INDUSTRIAL LAND USE DISTRICT OF THE PACIFIC GATE/EAST GATE SPECIFIC PLAN; AND [2] MODIFY EXHIBIT LU-03, FUTURE BUILDOUT, TO BE CONSISTENT WITH THE PROPOSED LAND USE DESIGNATION CHANGES OF THE POLICY PLAN, AND MAKING FINDINGS IN SUPPORT THEREOF—APNS: 0238-221-36 AND 0238-221-23. (SEE EXHIBITS A AND B, ATTACHED) (PART OF CYCLE 2 FOR THE 2019 CALENDAR YEAR).

## ADMINISTRATIVE REPORTS/DISCUSSION/ACTION

### **24. A RESOLUTION AUTHORIZING THE ISSUANCE OF SPECIAL TAX BONDS FOR COMMUNITY FACILITIES DISTRICT NO. 33 (ARCHIBALD/SCHAEFER FACILITIES)**

That the City Council consider and adopt a resolution authorizing the issuance of special tax bonds for Community Facilities District No. 33 (Archibald/Schaefer Facilities). The resolution:

- (A) Authorizes the issuance of special tax bonds for public improvements required to facilitate the development of the Archibald/Schaefer Facilities project;
- (B) Approves the forms of the Indenture of Trust, the Bond Purchase Agreement, the Continuing Disclosure Agreement, and the Preliminary Official Statement;

- (C) Authorizes a negotiated sale of the special tax bonds to Stifel, Nicolaus & Company, Incorporated (the “Underwriter”) in accordance with the terms of the Bond Purchase Agreement; and
- (D) Authorizes the execution of the Indenture of Trust, the Bond Purchase Agreement, the Continuing Disclosure Agreement, and the Preliminary Official Statement by the City Manager, or his designee.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AUTHORIZING THE ISSUANCE OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 33 (ARCHIBALD/SCHAEFER - FACILITIES) SPECIAL TAX BONDS, SERIES 2019, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$7,500,000, AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDENTURE, A BOND PURCHASE AGREEMENT AND A CONTINUING DISCLOSURE AGREEMENT, AUTHORIZING THE DISTRIBUTION OF AN OFFICIAL STATEMENT IN CONNECTION THEREWITH AND AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS AND CERTIFICATES AND RELATED ACTIONS.

**STAFF MATTERS**

City Manager Ochoa

**COUNCIL MATTERS**

Mayor Leon  
Mayor pro Tem Valencia  
Council Member Wapner  
Council Member Bowman  
Council Member Dorst-Porada

**ADJOURNMENT**

**CITY OF ONTARIO  
CLOSED SESSION REPORT**  
City Council // Housing Authority // Other // (GC 54957.1)  
**September 17, 2019**

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

**STAFF:** City Manager / Executive Director \_\_, City Attorney \_\_

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

- GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
Property: APN 104836303, 401 N. Lemon Avenue; APN 104836302, 418 N. Lemon Avenue; APN 104836304, 404 N. Euclid Avenue; and APN 104836305, 414 N. Euclid Avenue; City/Authority Negotiator: Scott Ochoa or his designee; Negotiating parties: Chaffey College District; Under negotiation: Price and terms of payment.

No Reportable Action	Continue	Approved
/ /	/ /	/ /

Disposition: \_\_\_\_\_

Reported by:

\_\_\_\_\_  
City Attorney / City Manager / Executive Director

# CITY OF ONTARIO

Agenda Report  
September 17, 2019

SECTION:  
CONSENT CALENDAR

**SUBJECT: AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH COMMUNICATIONS & MEDIA MANAGEMENT CONSULTANTS, INC FOR CITYWIDE MARKETING, COMMUNICATIONS, MITIGATION 7 PUBLIC RELATIONS CONSULTING SERVICES**

**RECOMMENDATION:** That the City Council authorize the City Manager to execute Amendment No. 2 adding \$57,000 to the Professional Services Agreement (on file with the Records Management Department) with Communications & Media Management Consultants, Inc. of Santa Clarita, California for the provision of citywide marketing, communications, mitigation & public relations consulting services, for a revised contract authority of \$140,000.


**COUNCIL GOALS: Operate in a Businesslike Manner**

**FISCAL IMPACT:** This amendment increases the total authorized contract amount from \$83,000 to \$140,000. If approved, appropriations of \$57,000 will be included in the Fiscal Year 2019-20 First Quarter Budget Update Report to the City Council.

**BACKGROUND:** In the past year, the City of Ontario has continued to grow the marketing and communications presence of the City. This growth has included concentrated efforts on enhancing social media accounts, increased publication of newsworthy City projects, and additional improvements to the various channels information is made available to the public.

Along with this expansion of communication has come greater responsibility and the need for specialized management consulting. Communications & Media Management Consultants, Inc. has provided key guidance in establishing communication and marketing efforts across the City. The original agreement with Communications & Media Management Consultants, Inc, for consultation on these matters helped provide effective and efficient administration of governmental services but has exhausted its original limits of compensation and time of performance. In order to complete critical projects, an extension of their services is necessary.

**STAFF MEMBER PRESENTING:** Dan Bell, Director of Communications and Community Relations

Prepared by: Nicole Cuadras  
Department: Management Services  
City Manager Approval: 

Submitted to Council/O.H.A. 09/17/2019  
Approved: \_\_\_\_\_  
Continued to: \_\_\_\_\_  
Denied: \_\_\_\_\_

3

**AMENDMENT NO. 02**

**TO THE PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN**

**THE CITY OF ONTARIO**

**AND**

**COMMUNICATIONS & MEDIA MANAGEMENT CONSULTANTS**

This Amendment No. 02 to the Professional Services Agreement for communications consulting is made and entered into as of this \_\_\_\_ day of September, 2019, by and between the City of Ontario, a municipal organization organized under the laws of the State of California with its principal place of business at 303 East “B” Street, Ontario, California 91764-4196 (“City”) and Communications & Media Management Consultants, a corporation with its principal place of business at 2794 Seco Canyon Road #112, Santa Clarita, California, 91350 “Consultant”. City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

**RECITALS**

- A. Consultant. The City and Consultant have entered into an agreement entitled “Professional Services Agreement” dated February, 2019 (“Agreement”) for the purpose of retaining the services of CONSULTANT to provide updates to the Ontario Intranet and City Website. Pursuant to Section 3 of the Agreement, City and Consultant desire to amend the Agreement to revise the scope of services and increase the not-to-exceed compensation amount.
- B. Pursuant to Section 23 of the Agreement, City and Consultant desire to amend the Agreement to alter the not-to-exceed amount.

**NOW THEREFORE, FOR THE GOOD AND VALUABLE CONSIDERATION CONTEMPLATED HEREIN, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HEREBY AGREE AS FOLLOWS:**

## **AGREEMENT**

The Agreement is hereby amended as follows:

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

### 2. Compensation.

- a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges which shall be an “on retainer” fee, billed monthly.
- b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$140,000. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

Section 5. Section 5 of the Agreement is hereby amended in its entirety to read as follows:

### 5. Time of Performance

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed (“Notice to Proceed”). Consultant shall complete the services required hereunder by November 30, 2019. The Notice to Proceed shall set forth the date of commencement of work.

1. Continuing Effect of Agreement. Except as amended by this Amendment No. 02, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 02. From and after the date of this Amendment No. 02, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 02, as well as any other previous amendments
2. Severability. If any portion of this Amendment No. 02 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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

**CITY OF ONTARIO**

[SIGNATURES ON FOLLOWING PAGE]  
**CONSULTANT**

*Approved By:*

\_\_\_\_\_  
Scott Ochoa  
City Manager

*Approved as to Form:*

\*\*\*\**Approved Form*\*\*\*\*  
Cole Huber LLP  
City Attorney

*Attested By:*

\_\_\_\_\_  
Assistant City Clerk

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



# CITY OF ONTARIO

Agenda Report  
September 17, 2019

SECTION:  
CONSENT CALENDAR

**SUBJECT: A PROFESSIONAL SERVICES AGREEMENT WITH BOSCO LEGAL SERVICES, INC. FOR ELECTRONIC ARCHIVING SERVICES**

**RECOMMENDATION:** That the City Council approve and authorize the City Manager to execute a three year professional services agreement (on file in the Records Management Department) with Bosco Legal Services, Inc., of Riverside, California, for electronic archiving services for an estimated amount of \$37,320 per year; and authorize the City Manager to extend the agreement for up to two additional one-year periods in amounts consistent with City Council approved budgets for each respective fiscal year.


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

**FISCAL IMPACT:** The actual annual cost of the electronic archiving services is limited to the City Council approved budgets for each fiscal year and is a factor of the volume, size, and nature of projects submitted for development. The Fiscal Year 2019-20 Adopted Operating budget includes appropriations and offsetting revenue of \$30,900 for the Building Department and \$6,420 for the Fire Prevention Bureau for electronic archiving services. Appropriations and revenue projections for future periods will be included in the budgets for the respective fiscal years. The associated costs for these services are paid by the applicants through the existing microfilm fees.

**BACKGROUND:** Section 19850 of the California Health and Safety Code (CA HSC § 19850) requires the Building Department and the Fire Prevention Bureau to maintain, during the life of the building an official copy of the plans of every building, for which the Department issued a building permit. The copy may take the form of microfilm or other type of photographic copy.

The recommended agreement with Bosco Legal Services, Inc. ("BLS") will ensure that the City continues to meet the requirement of CA HSC § 19850 without interruption in maintaining the documents in the Building Department and Fire Prevention Bureau. BLS has supported the Departments' needs for the last 10 years with its electronic archiving expertise by providing satisfactory

**STAFF MEMBER PRESENTING:** Scott Murphy, AICP, Executive Director Development Agency

Prepared by: Pedro Rico  
Department: Building  
City Manager Approval: 

Submitted to Council/O.H.A. 09/17/2019  
Approved: \_\_\_\_\_  
Continued to: \_\_\_\_\_  
Denied: \_\_\_\_\_

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performance in an efficient manner. Accordingly, staff recommends BLS to continue as the city's service provider.

# CITY OF ONTARIO

Agenda Report  
September 17, 2019

SECTION:  
CONSENT CALENDAR

**SUBJECT: APPOINTMENT OF A CITY REPRESENTATIVE ON THE DOWNTOWN COMMUNITY BENEFIT DISTRICT BOARD OF DIRECTORS**

**RECOMMENDATION:** That the City Council authorize the City Manager to appoint a City staff representative to the Downtown Ontario Community Benefits District Board of Directors.


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

**FISCAL IMPACT:** There is no direct fiscal impact associated with this action.

**BACKGROUND:** For many years, the City of Ontario has been working to provide for a broad-based and comprehensive revitalization of the Downtown area to unlock its economic potential. On August 20, 2019 the City Council passed a resolution of intention to form the Downtown Ontario Community Benefit District (CBD). The objective of the Downtown CBD is to provide services and improvements specially benefiting downtown property owners by increasing economic activity; improving the customer, retail and business experience; and enhancing the value of commercial and retail property. As a key component of the overall revitalization strategy, the implementation of the Downtown CBD will increase commerce, attract new business, and aid in the transformation of Downtown into a vibrant hub of residential and commercial activity.

As a significant property owner within the district, it is important for the City to be represented on the Downtown CBD Board of Directors. Staff recommends that the City Council authorize the City Manager to appoint a representative to serve in the aforementioned capacity. At a future City Council meeting, the City will enter into an agreement with a newly-formed District Management Corporation, which will be responsible for administering and managing the day-to-day operations and providing services to the district. In the meantime, the City staff will work closely with the Steering Committee to ensure the work of establishing and executing this new program proceeds effectively and efficiently.

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

Prepared by: Karla Tavera  
Department: Economic Development  
City Manager Approval: 

Submitted to Council/O.H.A. 09/17/2019  
Approved: \_\_\_\_\_  
Continued to: \_\_\_\_\_  
Denied: \_\_\_\_\_

# CITY OF ONTARIO

Agenda Report  
September 17, 2019

SECTION:  
CONSENT CALENDAR

**SUBJECT: A RESOLUTION APPROVING A DECLARATION OF COVENANTS FOR CITY-RESERVED USE RIGHTS FOR SIGNAGE RELATED TO AN ELECTRONIC LED SIGN LOCATED AT MEREDITH INTERNATIONAL CENTRE**

**RECOMMENDATION:** That the City Council adopt a resolution approving a declaration of covenants for city-reserved use rights for signage with MavDak Media, LLC ("Licensee"), and authorize the City Manager to execute said agreement granting the City use rights for the purposes of displaying certain messages on the sign, located on the north side of the Interstate 10 freeway east of Vineyard Avenue.

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

**FISCAL IMPACT:** Under the terms of the subject agreement, the City will pay Licensee the lesser of one-half the actual cost to construct a new monument sign with LED sign panels or a not-to-exceed amount of \$1,594,788, to be paid within thirty (30) calendar days following the date on which the sign is fully operational and Licensee has obtained final building permit sign off by the City. In return, the City will be entitled to 10% of the sign's operating time for the display of City messages for a term that covers the entire life and operation of the sign, with an option to utilize 20% in the event of emergency circumstances warranting public notifications. If approved, appropriations will be included in the next quarterly budget update report to the City Council.

**BACKGROUND:** Licensee is planning to construct and install an iconic freeway sign for the new Meredith International Centre (MIC) development located north of Interstate 10 between Vineyard and Archibald Avenues. MIC is enhancing the presence of the City along a major regional transportation corridor and the sign will be a visible landmark for the more than 270,000 vehicles that travel the interstate daily. The sign will be a beacon for the City and will bear the Meredith International Centre and the City's name at the top of the sign along with a 28' x 40' dedicated mural space which will convey to the public the growing and diverse economy and developed culture of the City. The sign will

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

Prepared by: Karla Tavera  
Department: Economic Development

City Manager Approval:  \_\_\_\_\_

Submitted to Council/O.H.A. 09/17/2019

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

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

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

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be a three-sided illuminated freeway pylon sign with full-color LED displays. Under the terms of the proposed agreement, the City will be entitled to 10% of the LED sign's operating time each hour for a term that coincides with the life and operation of the sign. The dedicated display time may be used for the purpose of displaying City messages such as citywide events, recreation programs, and public service announcements including State of California Emergency Digital Information Service messages. Licensee will be responsible for the on-going maintenance and repair of the sign. The subject Agreement will facilitate an important and timely use enhancement to the subject sign and allow for improved City messaging at a highly visible location in the City.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING A DECLARATION OF COVENANTS FOR CITY RESERVED USE RIGHTS FOR SIGNAGE (MEREDITH INTERNATIONAL CENTRE) WITH MAVDAK MEDIA LLC.

WHEREAS, MavDak Media, LLC, (MavDak) is a California limited liability corporation formed to construct, operate, maintain and repair a three-sided digital display sign on Property located adjacent to the I-10 Freeway between Archibald and Vineyard to display commercial messages for the Meredith International Centre and adjacent commercial property owners, for public service messages for the City; and

WHEREAS, MavDak is a single member California limited liability company in good standing in the State of California of which the sole manager is Craig Meredith, owner of Meredith Development Corp. and developer of the Meredith International Center, and the sole member is Craig Meredith, Trustee of the Craig Meredith Separate Property Trust u/t/a dated January 18, 1990; and

WHEREAS, as a result of the sale of several parcels, MavDak's control of the property on which the sign will be located is documented by an Amended and Restated Perpetual License Agreement For Construction, Maintenance and Use of Monument Sign granted in 2018 and assigned to MavDak in 2019 (the Amended License); and

WHEREAS, the Amended License specifically provides for MavDak's exclusive use of the sign, including for public service purposes; and

WHEREAS, the City of Ontario ("City") desires to utilize portions of the Sign for displaying public messages which may include, but are not limited to, advertising or public service announcements as well as public information located in a mural section dedicated to displaying such City information (the Reserved Use Rights); and

WHEREAS, in consideration for the grant of the Reserved Use Rights from MavDak to the City, the City agrees to reimburse MavDak an amount equal to 50 percent of the cost of the Sign, not to exceed \$1,594,788, to be paid within thirty (30) calendar days following the date on which the Sign is fully operational as provided in the Declaration of Covenants for City Reserved Use Rights for Signage ("Declaration of Covenants"); and in consideration for City's payment of fifty percent (50%) of the cost of the Sign, for the useful life of the Sign, the City will be entitled to display public messages on the Sign for ten percent (10%) of each hour that the Sign is in use with an option to utilize twenty percent (20%) of the Sign's operating time in the event of an emergency, as well as to utilize the dedicated mural space; and

WHEREAS, the City and MavDak. have negotiated the terms of the Declaration of Covenants, a copy of which is attached to this Resolution as Exhibit A, in order to set forth the terms and conditions by which the City will provide funding for fifty percent (50%) of the cost of the Sign, not to exceed \$1,594,788, in exchange for ten percent (10%) of each operating hour of the Sign with an option to utilize twenty percent (20%) of the Sign's

operating time in the event of an emergency, as well as to utilize the dedicated mural space and for MavDak to be solely responsible for the installment and maintenance of the Sign all or the useful life of the Sign; and

WHEREAS, City staff has determined that the City's approval of the Declaration of Covenants is exempt from the California Environmental Quality Act ("CEQA"), pursuant to CEQA Guidelines Section 15311(a) because the installation of the Sign constitutes the construction and placement of a minor structure accessory to an existing commercial facility.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. RECITALS. The above recitals are true and correct, and are incorporated into this Resolution by reference as though fully set forth herein.

SECTION 2. Approval of Declaration of Covenants. The City Council hereby approves the Declaration of Covenants for City Reserved Use Rights for Signage substantially 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 and deliver on behalf of the City the Declaration of Covenants and such other documents and instruments as may be necessary or convenient in furtherance of the actions authorized in this Resolution.

SECTION 3. Authorization. The City Council hereby authorizes and directs City staff to do all that is necessary to effectuate the intent of the Declaration of Covenants and this Resolution.

SECTION 4. CEQA Compliance. The City Council hereby authorizes and directs City staff to file a Notice of Exemption under CEQA with the Clerk of San Bernardino County within five (5) calendar days following approval of this Resolution.

SECTION 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

SECTION 6. Certification. The City Clerk of the City of Ontario shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 17<sup>th</sup> day of September 2019.

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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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COLE HUBER 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. 2019- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held September 17, 2019 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. 2019- duly passed and adopted by the Ontario City Council at their regular meeting held September 17, 2019.

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

(SEAL)

EXHIBIT A  
DECLARATION OF COVENANTS AND CITY RESERVED USE RIGHTS FOR  
SIGNAGE

[Attached behind this cover page]

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**LICENSE AREA AND ACCESS AND UTILITY AREA**

Those certain parcels of land situated in the City of Ontario, County of San Bernardino, State of California, being portions of Parcels 13 and 14, of Parcel Map No. 19612 as shown on the map filed in Book 244, Pages 40 through 53, inclusive, of Parcel Maps in the Office of the San Bernardino County Recorder, described in Parcels as follows:

**PARCEL A (License Area)**

A circle having a radius of 35.00 feet the radius point of said circle being described as follows:

**COMMENCING** at the southeasterly corner of said Parcel 13;

Thence along the easterly line of said Parcel 13 North 00°12'27" East 115.00 feet to the **RADIUS POINT OF SAID CIRCLE.**

**CONTAINS:** 3,848 Square Feet, more or less.

**PARCEL B (Access and Utility Area)**

A strip of land 40.00 feet in width, the centerline of said strip being described as follows:

**BEGINNING** at the Radius Point of said Parcel A described above;

Thence along the easterly line of said Parcel 13 North 00°12'27" East 440.09 to the northeast corner of said Parcel 13 and the **POINT OF TERMINATION**

The sidelines of said strip to be lengthened or shortened to terminate southerly in Parcel A described above and northerly in the northerly lines of said Parcels 13 and 14.

**CONTAINS:** 16,284 Square Feet, more or less.

**SUBJECT TO** all Covenants, Rights, Rights-of-Way and easements of record.

**MICHAEL BAKER INTERNATIONAL**  
40810 County Center Drive, Suite 100  
Temecula, CA 92591

January 03, 2018  
130346

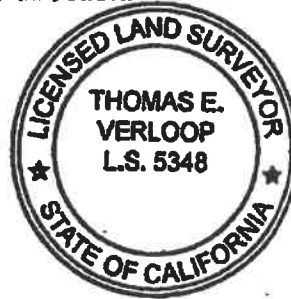
**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**EXHIBIT "B"** plat, attached and by this reference made a part hereof.

This description was prepared by me or under my direction.

  
Thomas E. Verloop, P.L.S. 5348

01/03/2018  
Date:



# EXHIBIT "B"

## LICENSE AREA AND ACCESS AND UTILITY AREA

PARCEL 8

PARCEL 9

C/L QVC WAY

C/L INLAND EMPIRE BOULEVARD

P.O.T.  
PARCEL B

NO. 19612

PARCEL B  
ACCESS & UTILITY  
AREA

PARCEL

MAP  
20'

244/40-53

P.M.B.

PARCEL 13

PARCEL 14

N00°12'27"E 555.09'  
440.09'

P.O.B.  
PARCEL B

PARCEL A  
LICENSE AREA

R=35.00'

RADIUS POINT  
PARCEL A

115.00'

P.O.C.  
PARCEL A

I-10 FREEWAY

SCALE: 1"=100'



SCALE: 1"=100'

SHEET 1 OF 1 SHEETS

Michael Baker

INTERNATIONAL

# CITY OF ONTARIO

Agenda Report  
September 17, 2019

SECTION:  
CONSENT CALENDAR

**SUBJECT: A RESOLUTION ADOPTING THE MEASURE I FIVE-YEAR CAPITAL PROJECT NEEDS ANALYSIS FOR FISCAL YEARS 2020-21 TO 2024-25**

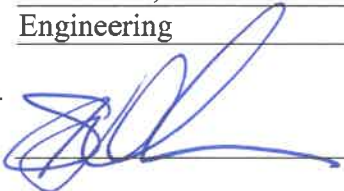
**RECOMMENDATION:** That the City Council consider and adopt a resolution approving the FY2020-21 through FY2024-25 Measure I Five-Year Capital Project Needs Analysis (CPNA) and authorize the City Manager to approve changes to the plan as may be required by the City and/or San Bernardino County Transportation Authority (SBCTA).

**COUNCIL GOALS:** Invest in the Growth and Evolution of the City's Economy  
Pursue City's Goals and Objectives by Working with Other Governmental Agencies  
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

**FISCAL IMPACT:** The CPNA is a tool to assist the SBCTA Board of Directors and staff in programming available and projected Measure I Fund revenues. The CPNA is not a budget commitment. The individual projects listed in the CPNA are either currently identified in the City of Ontario Capital Improvement Program Budget (CIP) or will be identified in the CIP at the time that the local fund share is needed and approved by the City Council.

**BACKGROUND:** San Bernardino County voters approved passage of the 2010 through 2040, thirty-year Measure I program in November 2004, authorizing San Bernardino Associated Governments, now SBCTA, to impose a one-half percent sales tax on retail transactions and use tax in the incorporated and unincorporated territory of the County of San Bernardino. Revenue from the tax can only be used for transportation improvements and traffic management programs authorized in the 2010-2040 Measure I Expenditure Plan set forth in Ordinance No. 89-1 and Ordinance No. 04-1 of the Authority. The Expenditure Plan for the San Bernardino Valley Subarea, of which Ontario is a part, requires that Measure I revenue be applied to the following programs:

**STAFF MEMBER PRESENTING:** Scott Murphy, AICP, Executive Director Development Agency

Prepared by: David Tan, P.E.  
Department: Engineering  
City Manager Approval: 

Submitted to Council/O.H.A. 09/17/2019  
Approved: \_\_\_\_\_  
Continued to: \_\_\_\_\_  
Denied: \_\_\_\_\_

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Freeways	29%
Freeway Interchanges	11%
Major Streets (including Railroad Grade Separations)	20%
Local Streets (per capita pass through)	20%
Metrolink/Passenger Rail	8%
Senior/Disabled Transit Service	8%
Express Bus/Bus Rapid Transit Service	2%
Traffic Management Systems	2%

The 2010-2040 Measure I Strategic Plan requires each local jurisdiction applying for revenue from the Measure I Major Street Arterial sub-program and Valley Freeway Interchange program to annually adopt and update a Five-Year CPNA. The Five-Year CPNA is not a funding commitment by either SBCTA or the City, but a tool to assist SBCTA staff and their Board of Directors in programming available Measure I Fund revenues. The CPNA is not a wish list but a financially constrained, realistic schedule of the projects for which the agency intends to use Measure I dollars. “Financially constrained” means that the required local Development Impact Fee (DIF) match contribution will be available before the project begins or the DIF match requirement has been met by an internal Measure I loan arranged with SBCTA in accordance with the Measure I Strategic Plan.

The Five-Year CPNA covers projects in the Measure I Major Street Arterial sub-program and Valley Freeway Interchange program. This year’s Five-Year CPNA includes the following projects: Grove Avenue widening (from Fourth Street to Airport Drive); Grove Avenue and Holt Boulevard intersection widening; Mountain Avenue and Holt Boulevard intersection widening; Etiwanda Avenue and Airport Drive intersection improvements; and SR-60 at Archibald Avenue interchange improvements. Also included are three (3) projects that will be constructed as part of SBCTA’s I-10 Express Lane Project - the Fourth Street bridge undercrossing improvement (between I-10 eastbound and westbound ramps); I-10 at Vineyard Avenue interchange improvements; and I-10 at Euclid Avenue interchange improvements. Grade separation projects are not included in the CPNA as they are accounted for in separate agreements.

The CPNA process requires that the City Council approve the CPNA by resolution. City staff anticipates that there may need to be changes to the CPNA during the fiscal year. Therefore, staff is recommending that the City Manager be given the authority to approve changes to the CPNA as requested by SBCTA and/or City staff, provided the changes do not conflict with the approved budget.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADOPTING THE MEASURE I FIVE-YEAR CAPITAL PROJECT NEEDS ANALYSIS FOR FY 2020-21 TO FY 2024-25.

WHEREAS, San Bernardino County voters approved passage of Measure I in November 2004, authorizing the San Bernardino County Transportation Authority to impose a one-half of one percent retail transactions and use tax applicable in the incorporated and unincorporated territory of the County of San Bernardino; and

WHEREAS, revenue from the tax can only be used for transportation improvement and traffic management programs authorized in the Expenditure Plans set forth in Ordinance No. 89-1 and Ordinance No. 04-1 of the Authority; and

WHEREAS, the Strategic Plan requires each local jurisdiction applying for revenue from certain Measure I Programs to annually adopt and update a Five-Year Capital Project Needs Analysis; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ontario, California, APPROVES the Measure I Five-Year Capital Project Needs Analysis for FY 2020-21 through FY 2024-25, attached to this Resolution as Exhibit "A" and hereby incorporated by this reference.

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

PASSED, APPROVED, AND ADOPTED this 17<sup>th</sup> day of September 2019.

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

ATTEST:

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



APPROVED AS TO FORM:

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COLE HUBER 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. 2019- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held September 17, 2019 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. 2019- duly passed and adopted by the Ontario City Council at their regular meeting held September 17, 2019.

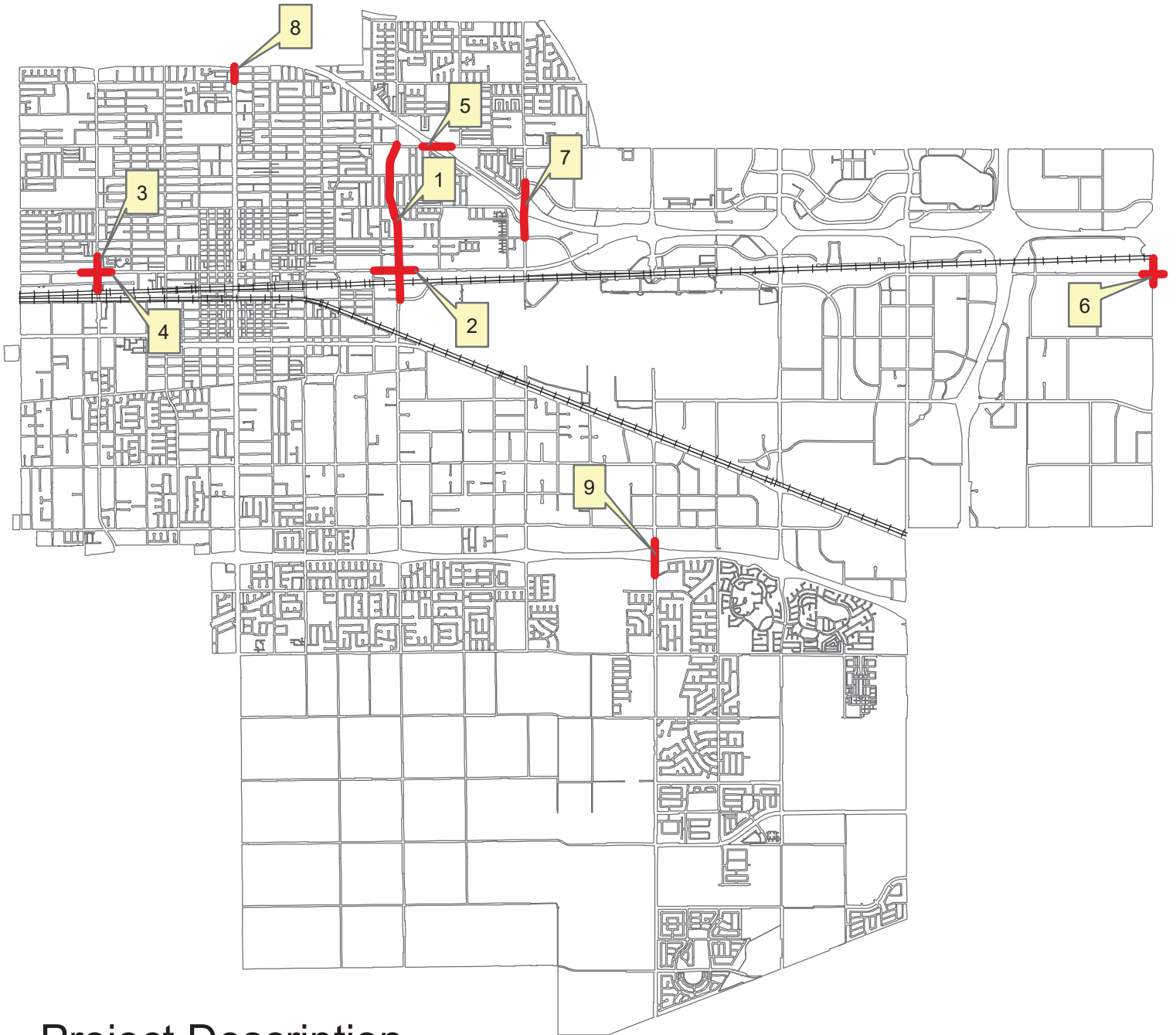
\_\_\_\_\_  
SHEILA MAUTZ, CITY CLERK

(SEAL)

# Exhibit A

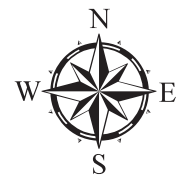
## Five-Year Capital Project Needs Analysis

2020/2021 - 2024/2025



### Project Description

- 1 Widen Grove Ave. from Fourth St. to Airport Dr. from 4 to 6 lanes.
- 2 Widen Holt Blvd. from 750 ft. west of to 750 ft. east of Grove Ave. from 4 to 6 lanes.
- 3 Widen Mountain Ave. between Brooks St. and Vesta St. from 4 to 6 lanes.
- 4 Widen Holt Blvd. from 750 ft. west of to 750 Ft. east of Mountain Ave. from 4 to 6 lanes.
- 5 Fourth Street Bridge Undercrossing Improvement.
- 6 Etiwanda Avenue and Airport Drive Intersection Improvements.
- 7 I-10 at Vineyard Ave. Interchange Improvements.
- 8 I-10 at Euclid Ave. Interchange Improvements.
- 9 SR-60 at Archibald Ave. Interchange Improvements.



# Capital Project Needs Analysis

Agency: Ontario

Program: Valley Arterial Sub-Program

Project Name: Widen Grove Ave from I-10 to Holt Blvd from 4 to 6 lanes, Including W. Cuc. Creek Bridge

Agency Project Name: Grove Corridor Widening (Fourth St to Airport Dr) and Holt Blvd/Grove Ave Intersection Widening

Agency reported Total Project Cost: \$4,100,000

Escalation Factor:%

## Actual Prior Year Dollars and escalated costs in subsequent years (not in 1,000s)

Public Share: 55.60% | Dev. Share: 44.40%

		Funding	Prior	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	Future	Total
Nexus Total Project Cost (All phases): <b>32,200,000</b>	<b>PA&amp;ED</b>	MI ART	5,589	0	0	0	0	0	0	5,589
		DEMO	50,260	0	0	0	0	0	0	50,260
		DEV FEE	4,463	0	0	0	0	0	0	4,463
		Total	60,312	0	0	0	0	0	0	<b>60,312</b>
Total Presented Funding:  <b>2,356,582</b>	<b>PS&amp;E</b>	MI ART	164,726	0	0	0	0	0	0	164,726
		DEV FEE	131,544	0	0	0	0	0	0	131,544
		Total	296,270	0	0	0	0	0	0	<b>296,270</b>
Total Measure I Request:  <b>1,282,315</b>	<b>ROW</b>	MI ART	34,750	104,250	0	0	0	0	0	139,000
		DEV FEE	27,750	83,250	0	0	0	0	0	111,000
		Total	62,500	187,500	0	0	0	0	0	<b>250,000</b>
	<b>CONST</b>	MI ART	0	0	486,500	486,500	0	0	0	973,000
		DEV FEE	0	0	388,500	388,500	0	0	0	777,000
		Total	0	0	875,000	875,000	0	0	0	<b>1,750,000</b>
<b>Total</b>			<b>419,082</b>	<b>187,500</b>	<b>875,000</b>	<b>875,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,356,582</b>

\*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SBCTA including FY 19/20 expenses.

Project Comments: Costs include PA&ED of the Grove Corridor project; and PS&E, ROW and CON for the Grove portion of the Holt/Grove intersection project.

Last Update: 8/27/2019 4:26:04 PM

# Capital Project Needs Analysis

Agency: Ontario

Program: Valley Arterial Sub-Program

Project Name: Widen Holt Blvd from Benson Ave to Vineyard Ave from 4 to 6 lanes

Agency Project Name: Widen Holt Blvd. from 750 ft. west to 750 ft. east of Grove Ave. from 4 to 6 lanes

Agency reported Total Project Cost: \$2,400,000

Escalation Factor:%

## Actual Prior Year Dollars and escalated costs in subsequent years (not in 1,000s)

Public Share: 55.60% | Dev. Share: 44.40%

		Funding	Prior	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	Future	Total
Nexus Total Project Cost (All phases): <b>48,817,215</b>	<b>PA&amp;ED</b>	Total								
Total Presented Funding:  <b>2,296,270</b>	<b>PS&amp;E</b>	MI ART	164,726	0	0	0	0	0	0	164,726
		DEV FEE	131,544	0	0	0	0	0	0	131,544
		Total	296,270	0	0	0	0	0	0	<b>296,270</b>
Total Measure I Request:  <b>1,276,726</b>	<b>ROW</b>	MI ART	34,750	104,250	0	0	0	0	0	139,000
		DEV FEE	27,750	83,250	0	0	0	0	0	111,000
		Total	62,500	187,500	0	0	0	0	0	<b>250,000</b>
	<b>CONST</b>	MI ART	0	0	486,500	486,500	0	0	0	973,000
		DEV FEE	0	0	388,500	388,500	0	0	0	777,000
		Total	0	0	875,000	875,000	0	0	0	<b>1,750,000</b>
<b>Total</b>			<b>358,770</b>	<b>187,500</b>	<b>875,000</b>	<b>875,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,296,270</b>

\*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SBCTA including FY 19/20 expenses.

Project Comments: This is a portion of Nexus Project "Widen Holt Blvd from Benson Ave to Vineyard Ave from 4 to 6 lanes". Costs include the PS&E, ROW and CON for the Holt portion of the Holt/Grove intersection project.

Last Update: 8/27/2019 4:24:52 PM

# Capital Project Needs Analysis

Agency: Ontario  
 Program: Valley Arterial Sub-Program  
 Project Name: Widen Mountain Ave from Sixth Street to s/o Holt Blvd  
 Agency Project Name: Widen Mountain Ave. between Brooks and Vesta Streets from 4 to 6 lanes  
 Agency reported Total Project Cost: \$3,500,000  
 Escalation Factor:0%

## Actual Prior Year Dollars and escalated costs in subsequent years (not in 1,000s)

Public Share: 55.60% | Dev. Share: 44.40%

		Funding	Prior	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	Future	Total
Nexus Total Project Cost (All phases): <b>7,467,000</b>	<b>PA&amp;ED</b>	Total								
Total Presented Funding:  <b>3,500,001</b>	<b>PS&amp;E</b>	MI ART	206,079	0	0	0	0	0	0	206,079
		DEV FEE	164,566	0	0	0	0	0	0	164,566
		Total	370,645	0	0	0	0	0	0	<b>370,645</b>
Total Measure I Request:  <b>1,946,001</b>	<b>ROW</b>	MI ART	389,200	0	0	0	0	0	0	389,200
		DEV FEE	310,800	0	0	0	0	0	0	310,800
		Total	700,000	0	0	0	0	0	0	<b>700,000</b>
	<b>CONST</b>	MI ART	675,361	675,361	0	0	0	0	0	1,350,722
		DEV FEE	539,317	539,317	0	0	0	0	0	1,078,634
		Total	1,214,678	1,214,678	0	0	0	0	0	<b>2,429,356</b>
<b>Total</b>			<b>2,285,323</b>	<b>1,214,678</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,500,001</b>

\*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SBCTA including FY 19/20 expenses.

Project Comments: This is a portion of Nexus Project "Widen Mountain Ave from Sixth Street to s/o Holt Blvd". Costs include the PS&E, ROW and CON for the Mountain portion of the Holt/Mountain intersection project.

Last Update: 8/28/2019 3:59:38 PM

# Capital Project Needs Analysis

Agency: Ontario

Program: Valley Arterial Sub-Program

Project Name: Widen Holt Blvd from Benson Ave to Vineyard Ave from 4 to 6 lanes

Agency Project Name: Widen Holt Blvd. from 750 ft. west of to 750 ft. east of Mountain Ave. from 4 to 6 lanes

Agency reported Total Project Cost: \$3,500,000

Escalation Factor:%

## Actual Prior Year Dollars and escalated costs in subsequent years (not in 1,000s)

Public Share: 55.60% | Dev. Share: 44.40%

		Funding	Prior	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	Future	Total
Nexus Total Project Cost (All phases): <b>48,817,215</b>	<b>PA&amp;ED</b>	Total								
Total Presented Funding:  <b>3,500,001</b>	<b>PS&amp;E</b>	MI ART	206,079	0	0	0	0	0	0	206,079
		DEV FEE	164,566	0	0	0	0	0	0	164,566
		Total	370,645	0	0	0	0	0	0	<b>370,645</b>
Total Measure I Request:  <b>1,946,001</b>	<b>ROW</b>	MI ART	389,200	0	0	0	0	0	0	389,200
		DEV FEE	310,800	0	0	0	0	0	0	310,800
		Total	700,000	0	0	0	0	0	0	<b>700,000</b>
	<b>CONST</b>	MI ART	675,361	675,361	0	0	0	0	0	1,350,722
		DEV FEE	539,317	539,317	0	0	0	0	0	1,078,634
		Total	1,214,678	1,214,678	0	0	0	0	0	<b>2,429,356</b>
	<b>Total</b>		<b>2,285,323</b>	<b>1,214,678</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,500,001</b>

\*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SBCTA including FY 19/20 expenses.

Project Comments: This is a portion of Nexus Project "Widen Holt Blvd from Benson Ave to Vineyard Ave from 4 to 6 lanes". Costs include PS&E, ROW and CON for the Holt portion of the Holt/Mountain intersection project.

Last Update: 8/28/2019 4:00:53 PM

# Capital Project Needs Analysis

Agency: Ontario

Program: Valley Arterial Sub-Program

Project Name: Replace 4th St structure between I-10 westbound ramps and I-10 eastbound ramps and widen to 5 lanes

Agency Project Name: Fourth Street Bridge Undercrossing Improvement

Agency reported Total Project Cost: \$21,566,769

Escalation Factor:%

## Actual Prior Year Dollars and escalated costs in subsequent years (not in 1,000s)

Public Share: 55.60% | Dev. Share: 44.40%

		Funding	Prior	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	Future	Total
Nexus Total Project Cost (All phases): <b>21,567,000</b>	<b>PA&amp;ED</b>	MI ART	347,700	0	0	0	0	0	0	347,700
		DEV FEE	277,660	0	0	0	0	0	0	277,660
		Total	625,360	0	0	0	0	0	0	<b>625,360</b>
Total Presented Funding:  <b>21,566,768</b>	<b>PS&amp;E</b>	MI ART	626,127	0	0	0	0	0	0	626,127
		DEV FEE	500,001	0	0	0	0	0	0	500,001
		Total	1,126,128	0	0	0	0	0	0	<b>1,126,128</b>
Total Measure I Request:  <b>11,991,122</b>	<b>ROW</b>	MI ART	1,218,008	0	0	0	0	0	0	1,218,008
		DEV FEE	972,654	0	0	0	0	0	0	972,654
		Total	2,190,662	0	0	0	0	0	0	<b>2,190,662</b>
	<b>CONST</b>	MI ART	4,504,356	3,176,958	2,117,973	0	0	0	0	9,799,287
		DEV FEE	1,441,567	0	0	0	0	0	0	1,441,567
		DEV LOAN	2,155,436	2,536,996	1,691,332	0	0	0	0	6,383,764
		Total	8,101,359	5,713,954	3,809,305	0	0	0	0	<b>17,624,618</b>
<b>Total</b>			<b>12,043,509</b>	<b>5,713,954</b>	<b>3,809,305</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>21,566,768</b>

\*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SBCTA including FY 19/20 expenses.

Project Comments: Loan agreement for \$6,383,764 of City DIF share. SBCTA is the lead agency on the project.

Last Update: 8/27/2019 4:54:02 PM



# Capital Project Needs Analysis

Agency: Ontario

Program: Valley Arterial Sub-Program

Project Name: Spot Widen Airport Dr from Kettering to Etiwanda Ave from 2 to 4 lanes, including intersection at Etiwanda/Slover

Agency Project Name: Etiwanda Avenue and Airport Drive Intersection Improvements

Agency reported Total Project Cost:

Escalation Factor:%

## Actual Prior Year Dollars and escalated costs in subsequent years (not in 1,000s)

Public Share: 55.60% | Dev. Share: 44.40%

		Funding	Prior	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	Future	Total
Nexus Total Project Cost (All phases): <b>5,270,000</b>	<b>PA&amp;ED</b>	Total								
Total Presented Funding:  <b>3,346,396</b>	<b>PS&amp;E</b>	Total								<b>0</b>
Total Measure I Request:  <b>1,860,596</b>	<b>ROW</b>	MI ART	27,800	27,800	0	0	0	0	0	55,600
		DEV FEE	22,200	22,200	0	0	0	0	0	44,400
		Total	50,000	50,000	0	0	0	0	0	<b>100,000</b>
	<b>CONST</b>	MI ART	0	902,498	902,498	0	0	0	0	1,804,996
DEV FEE		0	720,700	720,700	0	0	0	0	1,441,400	
Total		0	1,623,198	1,623,198	0	0	0	0	<b>3,246,396</b>	
<b>Total</b>			<b>50,000</b>	<b>1,673,198</b>	<b>1,623,198</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,346,396</b>

\*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SBCTA including FY 19/20 expenses.

Project Comments: City of Fontana is the lead agency on the project.

Last Update: 8/27/2019 4:29:40 PM

# Capital Project Needs Analysis

Agency: Ontario  
 Program: Valley Freeway Interchange Program  
 Project Name: I-10 & Vineyard Ave  
 Agency Project Name:  
 Agency reported Total Project Cost: \$3,007,680  
 Escalation Factor: %

## Actual Prior Year Dollars and escalated costs in subsequent years (not in 1,000s)

Public Share: 55.60% | Dev. Share: 44.40%

		Funding	Prior	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	Future	Total
Nexus Total Project Cost (All phases): <b>1,800,000</b>	<b>PA&amp;ED</b>	MI VFI	32,112	0	0	0	0	0	0	32,112
		DEV FEE	48,168	0	0	0	0	0	0	48,168
		Total	80,280	0	0	0	0	0	0	<b>80,280</b>
Total Presented Funding: <b>3,007,680</b>	<b>PS&amp;E</b>	MI VFI	64,224	0	0	0	0	0	0	64,224
		DEV FEE	96,336	0	0	0	0	0	0	96,336
		Total	160,560	0	0	0	0	0	0	<b>160,560</b>
Total Measure I Request: <b>1,203,072</b>	<b>ROW</b>	MI VFI	110,800	0	0	0	0	0	0	110,800
		DEV FEE	166,200	0	0	0	0	0	0	166,200
		Total	277,000	0	0	0	0	0	0	<b>277,000</b>
	<b>CONST</b>	MI VFI	464,928	318,605	212,403	0	0	0	0	995,936
		DEV FEE	697,392	477,908	318,604	0	0	0	0	1,493,904
		Total	1,162,320	796,513	531,007	0	0	0	0	<b>2,489,840</b>
	<b>Total</b>		<b>1,680,160</b>	<b>796,513</b>	<b>531,007</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,007,680</b>

\*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SBCTA including FY 19/20 expenses.

Project Comments: SBCTA is the lead agency on the project.

Last Update: 8/27/2019 4:38:41 PM

# Capital Project Needs Analysis

Agency: Ontario  
 Program: Valley Freeway Interchange Program  
 Project Name: I-10 & Euclid Ave  
 Agency Project Name:  
 Agency reported Total Project Cost: \$624,591  
 Escalation Factor: %

## Actual Prior Year Dollars and escalated costs in subsequent years (not in 1,000s)

Public Share: 55.60% | Dev. Share: 44.40%

		Funding	Prior	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	Future	Total
Nexus Total Project Cost (All phases): <b>630,000</b>	<b>PA&amp;ED</b>	MI VFI	118,944	0	0	0	0	0	0	118,944
		DEV FEE	16,704	0	0	0	0	0	0	16,704
		Total	135,648	0	0	0	0	0	0	<b>135,648</b>
Total Presented Funding:  <b>4,873,866</b>	<b>PS&amp;E</b>	MI VFI	225,994	0	0	0	0	0	0	225,994
		DEV FEE	31,738	0	0	0	0	0	0	31,738
		Total	257,732	0	0	0	0	0	0	<b>257,732</b>
Total Measure I Request:  <b>4,249,275</b>	<b>ROW</b>	MI VFI	492,130	0	0	0	0	0	0	492,130
		DEV FEE	69,113	0	0	0	0	0	0	69,113
		Total	561,243	0	0	0	0	0	0	<b>561,243</b>
	<b>CONST</b>	MI VFI	1,567,771	1,106,662	737,774	0	0	0	0	3,412,207
		DEV FEE	238,069	161,381	107,586	0	0	0	0	507,036
		Total	1,805,840	1,268,043	845,360	0	0	0	0	<b>3,919,243</b>
	<b>Total</b>		<b>2,760,463</b>	<b>1,268,043</b>	<b>845,360</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,873,866</b>

\*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SBCTA including FY 19/20 expenses.

Project Comments: SBCTA is the lead agency on the project.

Last Update: 8/27/2019 4:41:13 PM

# Capital Project Needs Analysis

Agency: Ontario  
 Program: Valley Freeway Interchange Program  
 Project Name: SR-60 & Archibald Ave  
 Agency Project Name:  
 Agency reported Total Project Cost:  
 Escalation Factor: %

## Actual Prior Year Dollars and escalated costs in subsequent years (not in 1,000s)

Public Share: 55.60% | Dev. Share: 44.40%

		Funding	Prior	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	Future	Total
Nexus Total Project Cost (All phases): <b>9,650,000</b>	<b>PA&amp;ED</b>	MI VFI	255,172	0	0	0	0	0	0	255,172
		DEV FEE	497,549	0	0	0	0	0	0	497,549
		Total	752,721	0	0	0	0	0	0	<b>752,721</b>
Total Presented Funding:  <b>22,540,439</b>	<b>PS&amp;E</b>	MI VFI	444,346	0	0	0	0	0	0	444,346
		DEV FEE	866,408	0	0	0	0	0	0	866,408
		Total	1,310,754	0	0	0	0	0	0	<b>1,310,754</b>
Total Measure I Request:  <b>6,952,146</b>	<b>ROW</b>	MI VFI	559,350	0	0	0	0	0	0	559,350
		DEV FEE	1,090,650	0	0	0	0	0	0	1,090,650
		Total	1,650,000	0	0	0	0	0	0	<b>1,650,000</b>
	<b>CONST</b>	MI VFI	2,277,311	3,415,967	0	0	0	0	0	5,693,278
		DEV FEE	5,253,474	7,880,212	0	0	0	0	0	13,133,686
		Total	7,530,785	11,296,179	0	0	0	0	0	<b>18,826,964</b>
<b>Total</b>			<b>11,244,260</b>	<b>11,296,179</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>22,540,439</b>

\*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SBCTA including FY 19/20 expenses.

Project Comments: SBCTA is the lead agency on the project.

Last Update: 8/28/2019 4:30:46 PM

# CITY OF ONTARIO

Agenda Report  
September 17, 2019

SECTION:  
CONSENT CALENDAR

**SUBJECT: RIGHT-OF-WAY AGREEMENTS FOR CITY PROPERTIES FOR THE CONSTRUCTION OF THE I-10 EXPRESS LANES PROJECT**

**RECOMMENDATION:** That the City Council approve right-of-way agreements with San Bernardino County Transportation Authority (SBCTA) for the City's well site property, located at 1555 North Columbia Avenue, and the City's Fire Station No. 5 property, located at 1530 East Fourth Street; and authorize the City Manager to execute the agreements and all related amendments.


**COUNCIL GOALS:** Pursue City's Goals and Objectives by Working with Other Governmental Agencies

**FISCAL IMPACT:** As stipulated in the proposed Right-of-Way Agreements, SBCTA will pay the City of Ontario \$358,450 as compensation for permanent fee acquisition, temporary construction easements, and relocation costs of the City's existing fuel equipment at Fire Station No. 5 site. If approved, the associated revenue and expenditure adjustments will be included in the FY 2019-20 First Quarter Budget Update Report to the City Council.

**BACKGROUND:** SBCTA is the lead agency for the I-10 Express Lanes Project. The first phase will add two Express Lanes in each direction between the Los Angeles/San Bernardino County Line and the I-10/I-15 Interchange. To accommodate construction of the project, SBCTA requires a 9,520-square foot temporary construction easement (TCE) on the City's well site property located at 1555 North Columbia Avenue, as shown in Exhibit 1, and a 3,532-square foot partial fee acquisition and a 3,409-square foot TCE on the City's Fire Station No. 5 property at 1530 East Fourth Street, as shown in Exhibit 2.

Staff recommends approval of the right-of-way agreements and associated grant deed and easement documents.

**STAFF MEMBER PRESENTING:** Scott Murphy, AICP, Executive Director Development Agency

Prepared by: David Tan, P.E.  
Department: Engineering  
City Manager Approval: 

Submitted to Council/O.H.A. 09/17/2019  
Approved: \_\_\_\_\_  
Continued to: \_\_\_\_\_  
Denied: \_\_\_\_\_

# I-10 Corridor Contract 1 Project

## City of Ontario

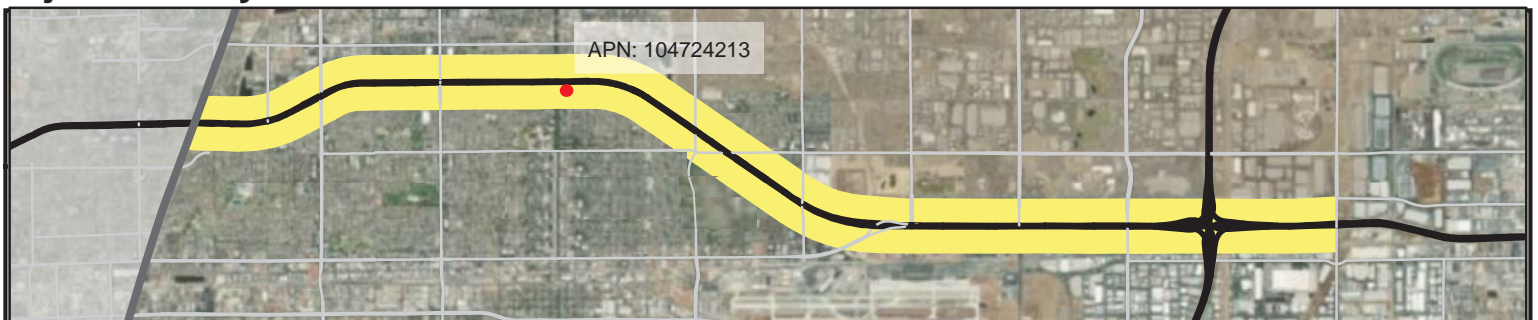


Parcel Detail: 1047-242-13, 1047-242-14, 1047-242-15, 1047-242-16, 1047-242-17, 1047-242-18, 1047-242-19



- Parcels
- Fee
- Permanent Easement (Subsurface)
- TCE
- Public Utility Easement

### Project Vicinity:



**FOR INFORMATION ONLY  
DO NOT RECORD**



# I-10 Corridor Contract 1 Project

## City of Ontario



Parcel Detail: 0110-172-03



- Parcels
- Public Utility Easement
- TCE
- Fee
- Permanent Easement (Subsurface)

### Project Vicinity:



EXHIBIT 2

FOR INFORMATION ONLY  
DO NOT RECORD



# CITY OF ONTARIO

Agenda Report  
September 17, 2019

SECTION:  
CONSENT CALENDAR

**SUBJECT: AN AMENDMENT TO THE CONSTRUCTION CONTRACT FOR THE PARCO AVENUE AND PLAZA SERENA/GRANADA COURT STORM DRAIN PROJECTS TO INCLUDE WATER SERVICE REPLACEMENTS ON PARCO AVENUE**

**RECOMMENDATION:** That the City Council approve an amendment (on file with the Records Management Department) to Contract No. SM1702/SM1602 with C.P. Construction Co., Inc., of Ontario, California, for the replacement of 67 water services on Parco Avenue in the amount of \$168,300, resulting in a revised contract authority of \$3,058,343 plus a contingency of \$320,774, for a total amount of \$3,379,117.

**COUNCIL GOALS:** Focus Resources in Ontario's Commercial and Residential Neighborhoods Invest in City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

**FISCAL IMPACT:** The Water Capital Fund will finance the subject amendment and corresponding contract change order in its entirety. The project's contingency will not be affected by this action. If approved, appropriations adjustments will be included in the next Quarterly Budget Update Report to City Council to cover the cost of construction. There is no impact to the General Fund.

**BACKGROUND:** On February 19, 2019, Contract No. SM1702/SM1602 was awarded to C.P. Construction Co., Inc. for the construction of storm drain improvements on Parco Avenue (from Riverside Drive to State Route 60) and Plaza Serena/Granada Court (west of Vineyard Avenue and Interstate 10). A location map of the Parco Avenue Project is provided for reference (see Exhibit "A").

As construction of the storm drain improvements progress on Parco Avenue, C.P. Construction has encountered galvanized steel water services, some of which have developed leaks, as the contractor

**STAFF MEMBER PRESENTING:** Scott Murphy, AICP, Executive Director Development Agency  
Scott Burton, Utilities General Manager

Prepared by: Tricia Espinoza/  
Omar Gonzalez

Submitted to Council/O.H.A.

09/17/2019

Department: Engineering  
MU/Engineering

Approved:

City Manager Approval: 

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

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

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works in their vicinity. Although these service lines were identified in the design plans through record drawing research, their conditions were unknown and were not able to be determined until trenching operations for the storm drain occurred.

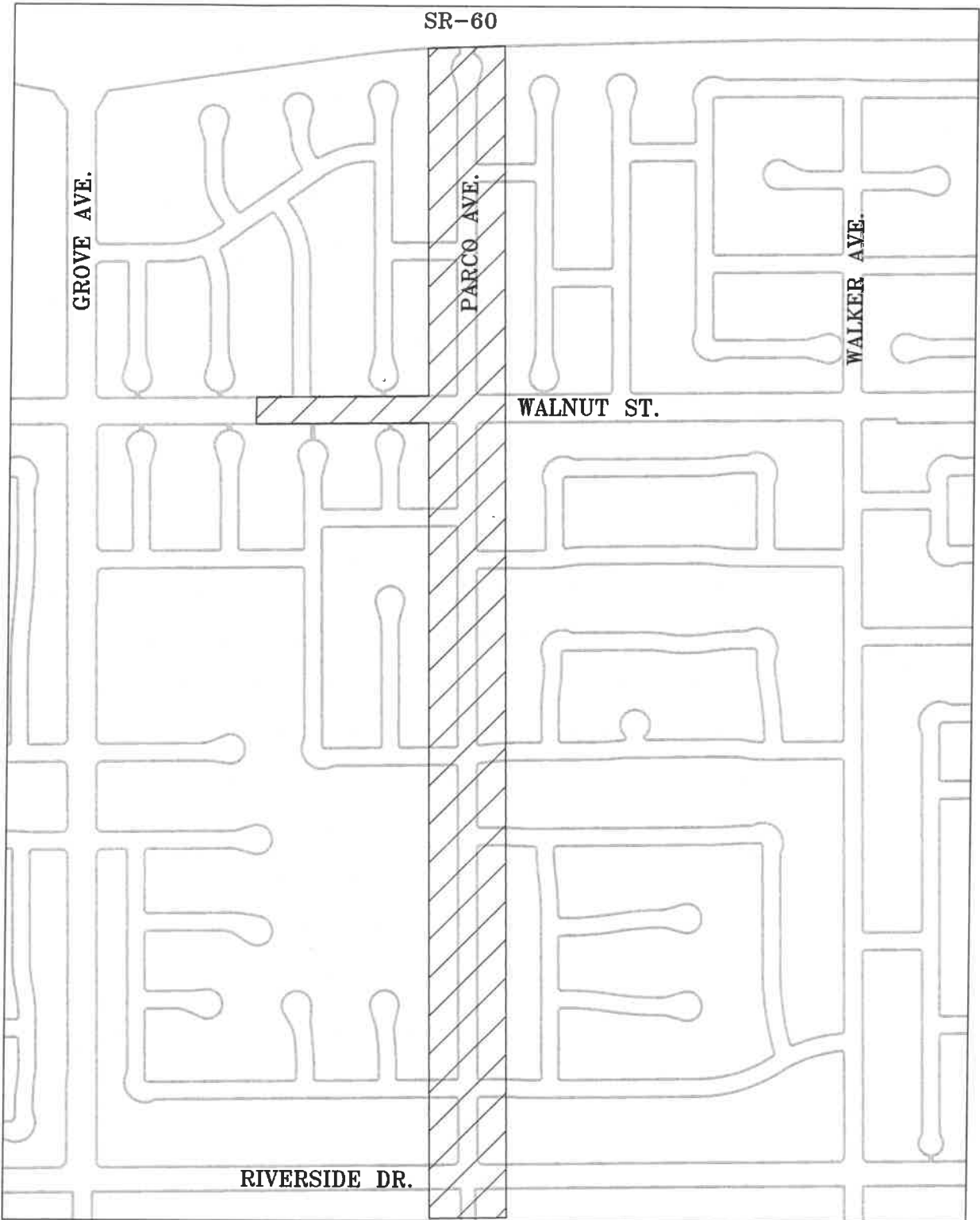
The water main in Parco Avenue within the project limits was constructed in 1978 using ductile iron pipe and has no operational issues, and thus is expected to have an additional 20 years or more of service life remaining. Typical practice is to replace the water services as part of the water main replacement. In this case, the service lines were constructed using galvanized steel, which are exhibiting shorter service lives than the ductile iron main due to the material's susceptibility to the corrosive soil that exists in the project vicinity.

Since storm drain construction is occurring, instead of repairing the leaking services and replacing all the other water services together with the water main at some future date, it is recommended to replace all water services within the storm drain project boundaries on Parco Avenue from, Riverside to State Route 60 at this time so as to avoid having to re-trench the street in the future thereby minimizing further construction impacts to the nearby residents and commuters.

Based on C.P. Construction's ability to complete work in a cost effective and timely manner, staff recommends approval of an amendment to Contract No. SM1702/SM1602 to allow for the expedited construction of the water services on Parco Avenue and to allow for the construction of the storm drain project to continue.

**EXHIBIT A**

**PARCO AVENUE  
STORM DRAIN PROJECT**  
Project No. SM1702



**LEGEND**

 PROJECT LIMITS

SCALE: 1"=500'



# CITY OF ONTARIO

Agenda Report  
September 17, 2019

SECTION:  
CONSENT CALENDAR

**SUBJECT: A PROFESSIONAL SERVICES AGREEMENT FOR THE PREPARATION OF AN ONTARIO MULTIMODAL TRANSPORTATION CENTER NEEDS ASSESSMENT AND SITING CRITERIA**

**RECOMMENDATION:** That the City Council approve a Professional Services Agreement (on file in the Records Management Department) with Gruen Associates of Los Angeles, California, to prepare an Ontario Multimodal Transportation Center Needs Assessment and Siting Criteria for \$795,218 plus a 4.4% contingency of \$35,009 for a total authorized expenditure of \$830,227; and authorize the City Manager to execute said agreement and all future amendments within the authorization limits.

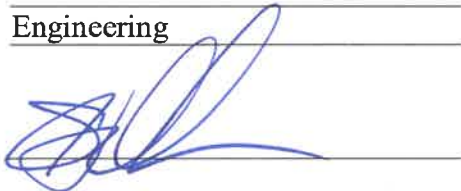
**COUNCIL GOALS:** Invest in the Growth and Evolution of the City's Economy  
Pursue City's Goals and Objectives by Working with Other Governmental Agencies

**FISCAL IMPACT:** If approved, the FY 2019-20 First Quarter Budget Update Report to the City Council will include revenue and corresponding appropriations of \$735,000 in General Fund Grants and \$95,227 in Gas Tax for the Ontario Multimodal Transportation Center Needs Assessment and Siting Criteria. The City Council approved a resolution at the July 2, 2019, Council meeting authorizing the City Manager to execute an agreement with the California Department of Transportation (Caltrans) for the City to accept grant funds in the amount of \$735,000 and the City providing matching funds of \$95,227 for the project.

**BACKGROUND:** The project will analyze the facility needs of a multimodal transportation center (MTC) and identify potential sites near Ontario International Airport (ONT) terminals that might be suitable. Short and long-term concept plans will be prepared for the two most preferred sites which will be reviewed by stakeholders and the community at large before being presented to the City Council for consideration and adoption of a preferred location.

In July 2019, the City solicited proposals for the project and received four responses. A selection team of two City staff and one staff each from San Bernardino County Transportation Authority and Omnitrans assisted in the review of the proposals and interviewed the top two scoring firms on

**STAFF MEMBER PRESENTING:** Scott Murphy, AICP, Executive Director Development Agency

Prepared by: Melanie Mullis  
Department: Engineering  
City Manager Approval: 

Submitted to Council/O.H.A. 09/17/2019  
Approved: \_\_\_\_\_  
Continued to: \_\_\_\_\_  
Denied: \_\_\_\_\_

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July 29, 2019. A staff member of Ontario International Airport Authority provided input on the proposals, recommended interview questions and modifications to the scope of work, but was unavailable to participate in the interviews. After evaluation of the firms, the interviewers recommended Gruen Associates based on the quality of their proposal, past performance on similar projects, interview performance and favorable references.

Gruen Associates has agreed to a base fee of \$795,218, which is deemed a fair and reasonable fee for the specified scope of work.

# CITY OF ONTARIO

Agenda Report  
September 17, 2019

SECTION:  
CONSENT CALENDAR

**SUBJECT: RECOGNITION OF SEPTEMBER 2019 AS ONTARIO PREPAREDNESS MONTH**

**RECOMMENDATION:** That the City Council recognize the month of September 2019 as Ontario Preparedness Month in the City of Ontario and invite the public to attend the City's Ontario Preparedness Month events in September.


**COUNCIL GOALS:** Maintain the Current High Level of Public Safety  
Encourage, Provide or Support Enhanced Recreational, Educational, Cultural and Healthy City Programs, Policies and Activities

**FISCAL IMPACT:** The Fiscal Year 2019-20 Adopted Budget includes appropriations for Ontario Preparedness Month events.

**BACKGROUND:** For the fifteenth consecutive year, the Federal Emergency Management Agency (FEMA) has announced September as National Preparedness Month (NPM). The goal of NPM is to build awareness and encourage Americans to prepare for emergencies in their homes, businesses, schools, and communities. NPM is managed and sponsored by FEMA's Ready Campaign. The Ready Campaign works closely with Citizen Corps and the Ad Council to increase national emergency preparedness awareness across the nation.

During NPM residents are encouraged to plan for an emergency by making a family emergency plan, becoming informed about the different types of emergencies/disasters that could occur in the community, building an emergency supply kit, and getting involved in City of Ontario Community Emergency Response Training. All residents are encouraged to visit the ReadyOntario.com website for additional information regarding emergency plans, hazard mitigation, family emergency kits, and general emergency preparedness guidance. Residents and businesses should also register their cell phones with AlertOntario, the City's emergency notification system, by texting "ONTARIO" to 888777 or visiting ReadyOntario.com.

**STAFF MEMBER PRESENTING:** Ray Gayk, Fire Chief

Prepared by: Raymond Cheung  
Department: Fire  
City Manager Approval: 

Submitted to Council/O.H.A. 09/17/2019  
Approved: \_\_\_\_\_  
Continued to: \_\_\_\_\_  
Denied: \_\_\_\_\_

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# CITY OF ONTARIO

Agenda Report  
September 17, 2019

SECTION:  
CONSENT CALENDAR

**SUBJECT: AUTHORIZE THE PURCHASE OF REGIONAL PUBLIC SAFETY EQUIPMENT**

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

- (A) Award Bid No. 1136 and authorize the purchase of regional public safety equipment from All Safe Industries of Louisville, Kentucky, in the amount of \$117,927; and
- (B) Authorize the sole source purchase of regional public safety equipment from Safe Environment Engineering of Valencia, California, in the amount of \$198,528.


**COUNCIL GOALS:** Maintain the Current High Level of Public Safety  
Operate in a Businesslike Manner  
Pursue City's Goals and Objectives by Working with Other Government Agencies

**FISCAL IMPACT:** The Fiscal Year 2018-19 Adopted Operating Budget included appropriations of \$335,000 in the General Fund Grants fund for the purchase of Sensor Tactical Array Tool Kit (STAT) components as part of the Fiscal Year 2018 Urban Area Security Initiative (UASI) grant award spending plan approved and accepted by the City Council in February 2019. The appropriations will be carried forward and included in the Fiscal Year 2019-20 First Quarter Budget Update Report to the City Council.

**BACKGROUND:** The purchase of these items is consistent with, and in support of, the Riverside-UASI's purpose of enhancing the regional response capabilities in the west-end of San Bernardino County, and strengthening Ontario's role as a mutual aid resource for surrounding and regional agencies, including the Ontario International Airport.

The Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Wide Area Surveillance STAT project will provide mobile, virtual perimeter surveillance for events, dignitary visits, or specific facility threats in the Riverside UASI Region. With STAT, responders can monitor and share live video

**STAFF MEMBER PRESENTING:** Ray Gayk, Fire Chief

Prepared by: Mike Pelletier  
Department: Fire  
City Manager Approval: 

Submitted to Council/O.H.A. 09/17/2019  
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and environmental hazard data utilizing the Department of Homeland Security developed Common Alerting Protocol (CAP) for information sharing.

This equipment can be easily transported and deployed throughout the Riverside UASI Region, and it is compatible with equipment that is currently being utilized by the Ontario Fire Department Hazardous Materials Team.

(A) In June 2019, the City solicited bids and four (4) bids were received. Only two (2) of the bids, however, were considered responsive since Municipal Emergency Services, Inc. entered “no bid” on several items and EnviroSupply & Services, Inc. withdrew their bid due to a pricing error. A summary of the bid results follows:

<u>Bidder Name</u>	<u>Location</u>	<u>Bid Amount</u>
<b>All Safe Industries</b>	<b>Louisville, Kentucky</b>	<b>\$117,927</b>
SKC-West, Inc.	Fullerton, California	\$124,304

Staff recommends award of Bid No. 1136 to All Safe Industries as the lowest, responsive bidder. Their bid was reviewed for accuracy and compliance with the provisions contained in the specifications outlined in the bid solicitation.

(B) Safe Environment Engineering manufactures the only interoperability system that interfaces with commercially off the shelf technology for detecting chemical, radiological, and biological materials. The recommended system equipment includes an interface that is used as an instrument portal for managing connected meters and is critical to the system’s operation. This proprietary interface allows data to be transmitted back to various remote and fixed locations.

These features are not available on any other commercially available hardware or software system, and therefore staff recommends the sole source purchase from Safe Environment Engineering in the amount of \$198,528.

# CITY OF ONTARIO

Agenda Report  
September 17, 2019

SECTION:  
CONCENT CALENDAR

**SUBJECT: PRE-AUTHORIZED LIST OF VENDORS TO PROVIDE PARTS AND SERVICES FOR FIRE TRUCKS AND EQUIPMENT**

**RECOMMENDATION:** That the City Council approve the attached list of pre-authorized vendors to provide parts and maintenance services for Fire Trucks and Equipment.

**COUNCIL GOALS:** Maintain the Current High Level of Public Safety  
Operate in a Businesslike Manner

**FISCAL IMPACT:** None. The designation of pre-authorized vendors to provide services and parts for specific types of fleet work does not affect appropriations and does not commit the City to any specific level of future expenditures with these vendors.

**BACKGROUND:** The Public Works Agency maintains one (1) Pierce, thirteen (13) KME and nine (9) American LaFrance vehicles and equipment for the Fire Department. To ensure that these vehicles are safe to operate and readily available for emergency response (to support fire, police and departmental services), the City must provide routine maintenance and repairs on a regular and timely basis. Due to the specialized parts and equipment used on these vehicles there are a limited number of authorized vendors in the area that can provide the parts and/or maintenance services required by the City.

For these reasons, it is not cost-effective for the City to follow its standard purchasing procedures to solicit bids or request for proposals on parts and/or services for the fire equipment. Therefore, it is recommended the City establish a list of pre-authorized vendors to provide parts and service for the City's fire equipment. Establishing a pre-authorized list of vendors will facilitate the following:

- Ensure that the fire equipment is serviced and repaired when needed;
- Service is performed by qualified vendors familiar with KME, Pierce and American LaFrance equipment; and
- Better maintenance because vendors will be familiar with the service and repair history of the fire equipment

**STAFF MEMBER PRESENTING:** Tito Haes, Executive Director Public Works

Prepared by: Michael Johnson  
Department: Fleet Services  
City Manager Approval: 

Submitted to Council/O.H.A. 09/17/2019  
Approved: \_\_\_\_\_  
Continued to: \_\_\_\_\_  
Denied: \_\_\_\_\_

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The list of recommended vendors was developed from the manufacturers' (KME, Pierce and American LaFrance) list of authorized service centers and from the City's past experience with certain vendors.

Ontario Municipal Code Section 2-6.23(b) and 2.6.23(c) authorizes the Purchasing Officer to make purchases without following the standard purchasing procedures whenever (1) *the goods can be obtained from only one source* and/or (2) a breakdown in machinery, equipment or an essential service which requires an immediate purchase of supplies or equipment to protect public health, safety or welfare generates circumstances that *a competitive process would be unavailing or would not produce an advantage, and the advertisement for competitive bid would thus be undesirable, impractical, or impossible.*

APPROVED LIST OF AUTHORIZED VENDORS  
FOR SERVICES AND MAINTENANCE OF FLEET SERVICES

**Sole Source Vendors**

**KME- REV Group**

5400 E. Jurupa Street, Ontario, CA 91761

**South Coast Fire Equipment**

2020 S. Baker Avenue, Ontario, CA 91761

**Fire Apparatus Solutions**

2763 S. Vista Avenue, Bloomington, CA 92316

**Smeal Fire Apparatus**

610 W. 4th Street, Snyder, Nebraska 68664

**Non-Sole Sources Vendor**

**Southern California Fire Services, Inc. aka So. Calif. Fleet Services**

2855 Sampson Avenue, Corona CA. 92879

**LA Freightliner**

13800 Valley Boulevard, Fontana, CA 92335

**Defender**

380 Herbertsville Road, Brick, NJ 08724

**Fire Line Equipment, LLC**

4652 Division Highway, East Earl, Pa 17519

**Akram Auto Electric**

1215 W. Holt Boulevard, Ontario, CA 91762

**Energy Alternators & Starters**

1475 E. Philadelphia Street, Ontario, CA 91761

**TEC of California, Inc.**

15170 Valley Boulevard, Fontana, CA 92335

**A-1 Radiator & Air Conditioning**

208 S. San Antonio Avenue, Ontario, CA 91762

**Fleet Pride**

5751 E. Santa Ana Street, Ontario, CA 91761

**Franklin Truck Parts**

13932 Slover Avenue, Fontana, CA 92337

**Service/Maintenance Performed**

Regional dealer of KME units; parts and repairs

Regional dealer of Pierce units; parts and repair

Regional dealer of LTI aerial trucks; parts and repairs

Manufacturer of LTI aerial trucks; parts and repairs

**Service/Maintenance Performed**

Multiple Manufacturer parts

American LaFrance parts

American LaFrance parts

American LaFrance parts

Alternator and starter repair

Alternator and starter repair

Suspension and brake parts

Radiator repairs

Engine parts

Engine parts

# CITY OF ONTARIO

Agenda Report  
September 17, 2019

SECTION:  
CONSENT CALENDAR

**SUBJECT: ONTARIO HOUSING AUTHORITY ANNUAL REPORT FOR FISCAL YEAR 2018-19**

**RECOMMENDATION:** That the Board of the Ontario Housing Authority (“OHA”) approve the OHA Annual Report for the Fiscal Year 2018-19 (“OHA Annual Report”) (on file in the Records Management Department) and authorize the Executive Director of the OHA to transmit to the California Department of Housing and Community Development the OHA Annual Report as required by State law.

**COUNCIL GOALS:** Pursue City’s Goals and Objectives by Working with Other Governmental Agencies  
Focus Resources in Ontario’s Commercial and Residential Neighborhoods

**FISCAL IMPACT:** None.

**BACKGROUND:** In accordance with Health and Safety Code (“HSC”) Sections 34328 and 34328.1, the Authority must prepare a complete report of its activities during the previous fiscal year. The OHA Annual Report must be filed with the City Clerk and submitted to the California Department of Housing and Community Development (“HCD”).

The OHA Annual Report has been prepared to comply with the requirements of HSC Sections 34328, 34328.1, and 34312.3, which require the following information:

- A complete report of activities taken during the prior fiscal year;
- Verification of compliance with the following requirements:
  - Minimum amount of housing units affordable to lower income households in housing projects assisted;

**STAFF MEMBER PRESENTING:** Julie Bjork, Executive Director Housing and Neighborhood Preservation

Prepared by: Katryna Gonzalez  
Department: Housing and Neighborhood Preservation

City Manager Approval: 

Submitted to Council/O.H.A. 09/17/2017

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

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

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

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- Documentation regarding any minimum and maximum rent requirement for lower income households pursuant to state and federal requirements; and
- Data on termination of tenancies due to domestic violence in housing authority units and a summary of actions taken to address termination of tenancies resulting from domestic violence.

All the Ontario Housing Authority properties meet all the affordability requirements.

# CITY OF ONTARIO

Agenda Report  
September 17, 2019

SECTION:  
CONSENT CALENDAR

**SUBJECT: AWARD OF BID FOR THE PURCHASE OF STREETLIGHT POLES, LUMINARIES AND ELECTRICAL SUPPLIES**

**RECOMMENDATION:** That the City Council award Bid No. 1169 and authorize the City Manager to execute a two-year Goods and Services Agreement (on file in the Records Management Department) with Consolidated Electrical Distributors, Inc. of Ontario, California, for an annual estimated amount of \$190,000; and authorize the addition of future acquisitions; and the option to extend the agreements for up to three additional one-year periods consistent with City Council approved budgets.

**COUNCIL GOALS:** Maintain the Current High Level of Public Safety  
Operate in a Businesslike Manner

**FISCAL IMPACT:** The Adopted Fiscal Year 2019-20 Operating Budget includes appropriations of \$190,000 from the General Fund to routinely procure streetlight poles, luminaries and electrical supplies required for streetlight and building electrical repairs and replacements. Actual expenditures will be based upon the fixed unit pricing applied to the quantity of materials required.

At the City's discretion, three additional one-year extensions may be exercised with unit pricing for future years to be negotiated but will not exceed the change in the Consumer Price Index per year. Future contracting actions will be commensurate with City Council authorized work programs and budgets for the respective fiscal years.

**BACKGROUND:** The Public Works Agency maintains an estimated 12,000 streetlights and various City facilities. This action will establish a fixed pricing structure for the materials and supplies necessary for preventative maintenance and emergency repairs due to sudden and unexpected equipment failures or accidents that damage streetlight poles.

In August 2019, the City solicited and received bids based on estimated annual quantities and requested unit pricing for streetlight poles, luminaries and electrical supplies. Five responses received, three

**STAFF MEMBER PRESENTING:** Tito Haes, Executive Director Public Works

Prepared by: Michael Johnson  
Department: Municipal Services  
City Manager Approval: 

Submitted to Council/O.H.A. 09/17/2019  
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Continued to: \_\_\_\_\_  
Denied: \_\_\_\_\_

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responses met the bid criteria and pricing for all items and two were deemed non-responsive. Following is the list of responding firms:

<u>Name</u>	<u>Location</u>	<u>Amount</u>
Solar Max Led, Inc. *	Riverside, CA	N/A
<b>Consolidated Electrical Distributors **</b>	<b>Ontario, CA</b>	\$155,516.21
Performance Utility Supply *	Corona, CA	N/A
Graybar Electric	Diamond Bar, CA	\$183,025.36
OneSource Distributors LLC	Santa Fe Springs, CA	\$200,224.56

\* *Bid Proposal was incomplete and therefore deemed non-responsive*

\*\* *Reflects local vendor preference of 1 ¾% per Ontario Municipal Code Section 2-6.22 for comparative purposes.*

Staff evaluated all the bid responses based on the proposed unit pricing and submitted information and recommends awarding Bid No. 1169 to Consolidated Electrical Distributors located in Ontario, California.

# CITY OF ONTARIO

Agenda Report  
September 17, 2019

SECTION:  
CONSENT CALENDAR

**SUBJECT: AWARD A CONSTRUCTION CONTRACT FOR THE NUGENT PARK HORSESHOE PAVILION RENOVATION PROJECT**

**RECOMMENDATION:** That the City Council approve a Construction Contract (on file with the Records Management Department) for Contract PM1920-2 with Cal K-12 Construction Inc., located in Redlands, California, for the Nugent Park Horseshoe Pavilion Renovation Project in the amount of \$107,600, plus a 7% contingency of \$7,400, for a total authorized amount of \$115,000; and authorize the City Manager to execute said contract and related documents and the filing of the notice of completion at the conclusion of all construction activities related to the project.

**COUNCIL GOALS:** Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)  
Encourage, Provide or Support Enhanced Recreational, Educational, Cultural and Healthy City Programs, Policies, and Activities


**FISCAL IMPACT:** The Fiscal Year 2018-19 Budget included appropriations totaling \$120,000 for the project from Community Block Grant Funds, which will be carried over and included in the Fiscal Year 2019-20 First Quarter Budget Update Report to the City Council. The recommended contract authorization is \$107,600 plus a project contingency of \$7,400 to cover unforeseen costs that might be needed due to weather, events, or extraordinary circumstances, for a total amount of \$115,000.

**BACKGROUND:** The Nugent Park Horseshoe Pavilion Renovation Project consists of renovation and repair of the horseshoe pavilion structure and roof, as well as improvements to irrigation and landscaping.

On August 23, 2019, one bid was received for the Nugent Park Horseshoe Pavilion Project. The proposal met the bid criteria and standards necessary to perform this work.

<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Cal K-12 Construction	Redlands, CA	\$107,600

**STAFF MEMBER PRESENTING:** Tito Haes, Executive Director Public Works

Prepared by: Roberto Perez  
Department: Parks and Maintenance  
City Manager Approval: 

Submitted to Council/O.H.A. 09/17/2019  
Approved: \_\_\_\_\_  
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Cal K-12 Construction Inc. submitted a bid that met all the required specifications with a base cost of \$107,600. Based on their bid, credentials, pricing and favorable reference checks, staff recommends award of Construction Contract No. PM1920-2 to Cal K-12 Construction Inc.

If approved, the project will commence October 21, 2019 and will be completed by late November 2019.



# CITY OF ONTARIO

*Agenda Report*  
September 17, 2019

SECTION:  
CONSENT CALENDAR

**SUBJECT: A RESOLUTION APPROVING THE SUBMITTAL OF A PLANNING GRANT PURSUANT TO STATE SENATE BILL 2 AND AUTHORIZING THE CITY MANAGER TO ACCEPT THE NON-COMPETITIVE AWARD AND EXECUTE RELATED GRANT DOCUMENTS**

**RECOMMENDATION:** That the City Council consider and adopt a resolution to:

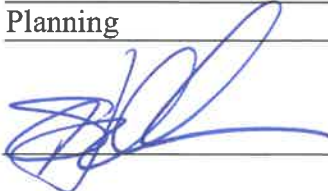
- (A) Approve the submittal of a State Senate Bill 2 (SB 2) Planning Grant administered by the California Department of Housing and Community Development (HCD) to develop Objective Design and Development Standards to streamline approval of residential development projects; and
- (B) Authorize the City Manager to accept the non-competitive award and execute any and all related grant documents.

**COUNCIL GOALS:** Operate in a Businesslike Manner  
Pursue City's Goals and Objectives by Working with Other Governmental Agencies  
Focus Resources in Ontario's Commercial and Residential Neighborhoods

**FISCAL IMPACT:** The SB 2 Planning Grant is a non-competitive, reimbursement grant to assist cities and counties with the cost of developing objective design and development standards and accelerating streamlined residential developmental projects. The City is eligible to receive a grant award amount of \$310,000. There is no local matching funds requirement. If awarded, the associated revenue and appropriations adjustments will be included in the next Quarterly Budget Update Report to the City Council.

**BACKGROUND:** SB 2 was approved as part of the 2017 Housing Package and established a \$75 recording fee on real estate documents to provide funding to increase the supply of affordable housing. Applications for first year SB 2 Planning Grants are due by November 30, 2019, and awards will be on a

**STAFF MEMBER PRESENTING:** Scott Murphy, AICP, Executive Director Development Agency

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

Submitted to Council/O.H.A. 09/17/2019  
Approved: \_\_\_\_\_  
Continued to: \_\_\_\_\_  
Denied: \_\_\_\_\_

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non-competitive basis to help cities and counties prepare, adopt, and implement plans and process improvements that streamline housing approval and accelerate housing production.

HCD determined the maximum award amounts for small, medium, and large localities based on population estimates from the Department of Finance. Small localities with a population under 60,000 persons are eligible for \$160,000, medium localities with a population from 60,000 to 200,000 persons are eligible for \$310,000, and large localities with a population above 200,000 are eligible for \$625,000. The City of Ontario falls within the medium locality category and is therefore eligible for an award of \$310,000. The grant funds will be used to develop objective design and development standards for various types of residential projects: mixed use, multi-family, and single-family development. This project will support continued housing growth and augment the development standards already in place.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AUTHORIZING APPLICATION, RECEIPT, AND EXECUTION OF SB 2 PLANNING GRANT PROGRAM FUNDS (FILE NO. PADV19-005).

WHEREAS, the State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability (NOFA) dated March 28, 2019, for its Planning Grants Program (PGP); and

WHEREAS, the City Council of the City of Ontario desires to submit a project application for the PGP program to accelerate the production of housing and will submit a 2019 PGP grant application as described in the Planning Grants Program NOFA and SB 2 Planning Grants Program Guidelines released by the Department for the PGP Program; and

WHEREAS, the Department is authorized to provide up to \$123 million statewide under the SB 2 Planning Grants Program from the Building Homes and Jobs Trust Fund for assistance to Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)) related to the PGP Program.

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

SECTION 1. The City Council hereby authorizes and directs the application for and submit to the Department for the 2019 Planning Grants Program application in the amount of \$310,000.00.

SECTION 2. In connection with the PGP grant, if the application is approved by the Department, the City Manager, Scott Ochoa, is authorized to enter into, execute, and deliver a State of California Agreement (Standard Agreement) for the amount of \$310,000.00 and any and all other documents required or deemed necessary or appropriate to evidence and secure the PGP grant, the City's obligations related thereto, and all amendments thereto (collectively, the "PGP Grant Documents").

SECTION 3. The City shall be subject to the terms and conditions as specified in the Standard Agreement, the SB 2 Planning Grants Program Guidelines, and any applicable PGP guidelines published by the Department. Funds are to be used for allowable expenditures as specifically identified in the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application will be enforceable through the executed Standard Agreement. The City Council hereby agrees to use the funds for eligible uses in the manner presented in the application as approved by the Department and in accordance with the Planning Grants NOFA, the Planning Grants Program Guidelines, and 2019 Planning Grants Program Application.

SECTION 4. The City Manager, or his designee, is authorized to execute the City of Ontario Planning Grants Program application, the PGP Grant Documents, and any amendments thereto, on behalf of the City as required by the Department for receipt of the PGP Grant.

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

PASSED, APPROVED, AND ADOPTED this 17<sup>th</sup> day of September 2019.

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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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COLE HUBER 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. 2019-\_\_\_\_\_ was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held September 17, 2019, 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. 2019-\_\_\_\_\_ duly passed and adopted by the Ontario City Council at their regular meeting held September 17, 2019.

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

(SEAL)

# CITY OF ONTARIO

*Agenda Report*  
September 17, 2019

SECTION:  
CONSENT CALENDAR

**SUBJECT: PURCHASE OF NEW REPLACEMENT HELICOPTER AND POLICE MISSION EQUIPMENT**

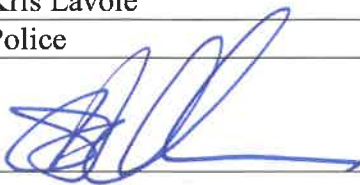
**RECOMMENDATION:** That the City Council authorize the City Manager to execute a sole source purchase contract with Airbus Helicopters, of Grand Prairie, Texas, in the amount of \$3,800,000 (including sales tax) for the purchase of a new police helicopter (Model H125); authorize the City Manager to execute a purchase agreement in the amount \$1,028,000 (including sales tax) with CNC Technologies, of Upland, California, for associated avionics equipment; and authorize the City Manager to execute a purchase agreement in the amount of \$1,075,000 (including sales tax) with Hangar One Avionics, of Carlsbad, California, for the transfer and installation of the specialized avionics equipment; and authorize a \$50,000 contingency for the overall purchase and installation project.

**COUNCIL GOALS: Maintain the Current High Level of Public Safety  
Operate in a Businesslike Manner**

**FISCAL IMPACT:** The Fiscal Year 2019-20 Adopted Operating Budget includes \$5,100,000 for the purchase of a replacement helicopter to be funded from the Public Safety Equipment Replacement Fund for \$4,100,000 and \$1,000,000 from the sale proceeds of the existing helicopter. Additional appropriations of \$853,000 are being requested for necessary equipment, applicable taxes, and contingency to complete the outfitting of this helicopter, for a total purchase price of \$5,953,000. These additional appropriations will be funded from an additional transfer of \$603,000 from the Public Safety Equipment Replacement Fund and an additional \$250,000 from the sale proceeds of the existing helicopter. It is projected that the sale of the City's existing helicopter will generate approximately \$1,250,000, which will reduce the net cost of the replacement helicopter from \$5,953,000 to approximately \$4,703,000. If approved, the associated appropriations adjustments will be included in the Fiscal Year 2019-20 First Quarter Budget Update Report to the City Council.

**BACKGROUND:** The Police Department Air Support Unit operates three helicopters in its fleet. The planned replacement of City aircraft is predicated on a milestone 10 years, which is prior to the requirement to perform significant maintenance. Aging aircraft have a higher hourly operating cost due

**STAFF MEMBER PRESENTING:** Derek Williams, Police Chief

Prepared by: Kris Lavoie  
Department: Police  
City Manager Approval: 

Submitted to Council/O.H.A. 09/17/2019  
Approved: \_\_\_\_\_  
Continued to: \_\_\_\_\_  
Denied: \_\_\_\_\_

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to anticipated and unanticipated maintenance. Replacing at 10 years will avoid a 12-year inspection which includes paint stripping and disassembling the helicopter focusing on identification of fatigue and potential airframe and equipment failures, which is very costly and requires approximately six to nine months to complete.

Consistent with the City Council's prior approval of Airbus Helicopters as a sole source vendor, the acquisition of the replacement H125 helicopter will ensure standardization and maintain the current high level of public safety for the City. This acquisition will also allow for consistency of training, tools and equipment, as well as enhance officer safety. Airbus Helicopters was selected as a sole-source vendor based on the aircraft effectiveness and technical features, longer useful life, higher resale value, and lower maintenance requirements as compared to helicopters made by other manufacturers. The City's experience with this manufacturer began in 2002 with the Police Department's purchase of its first American Eurocopter (AEC) helicopter. The company changed its name in 2014 to Airbus Helicopters.

Necessary additional helicopter equipment will be provided by CNC Technologies LLC, a Council-approved sole-source vendor. CNC is a business aviation technology and wireless communications company that provides specialized equipment for law enforcement, government and military markets.

The installation of avionics will be performed by Hangar One Avionics. Hangar One Avionics is also a Council-approved sole-source vendor. They are an FAA-certified repair station and an authorized sales and service center for manufacturers of avionic equipment for both law enforcement and private business aircraft. Utilizing Hangar One Avionics for installation maintains compatibility with avionics currently in service with all aircraft operated by the City.

# CITY OF ONTARIO

Agenda Report  
September 17, 2019

SECTION:  
CONSENT CALENDAR

**SUBJECT: AN APPLICATION FOR A GRANT FROM THE STATE OF CALIFORNIA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL (ABC) FY2019-20 ABC-OTS LOCAL ENFORCEMENT GRANT PROGRAM**

**RECOMMENDATION:** That City Council authorize the City Manager or his designee to execute all documents necessary to apply for and accept an 11-month grant for a maximum of \$20,000 to assist in funding overtime enforcement operations for the California Department of Alcoholic Beverage Control (ABC) to address alcohol-related problems in the community.

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

**FISCAL IMPACT:** Grant awards will be announced in September 2019 and the grant period is October 1, 2019 – August 31, 2020. This is a reimbursable grant for police overtime and training on a bi-monthly basis to conduct minor decoy operations, shoulder tap operations, and retail inspections. The maximum grant funding reimbursement is \$20,000. The City is not required to provide matching funds for the grant award. If awarded, the revenue and associated expenditure adjustments will be included in the Fiscal Year 2019-20 First Quarter Budget Update Report.

**BACKGROUND:** The Department of Alcoholic Beverage Control is a special fund agency and the grant program is funded entirely by license fees from the alcoholic beverage industry. The ABC-OTS Local Enforcement Grant Program funds are distributed by ABC to assist law enforcement agencies in developing an effective, comprehensive and strategic approach to eliminating the crime and public nuisance problems associated with problematic alcoholic beverage outlets and then institutionalize those approaches within the local police agency. The grant requires a sworn officer to be appointed to the program, work directly with an ABC Investigator, and receive training in ABC alcohol enforcement strategies. Prior grant participation has led to higher rates of business compliance with alcohol-related laws and ordinances and the closure of habitual non-compliant business offenders, while providing invaluable experience which has made the Ontario Police Department a resource for law enforcement agencies throughout California.

**STAFF MEMBER PRESENTING:** Derek Williams, Police Chief

Prepared by: Douglas Sorel  
Department: Police  
City Manager Approval: 

Submitted to Council/O.H.A. 09/17/2019  
Approved: \_\_\_\_\_  
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The proposed spending plan for the ABC grant is as follows:

• Personnel Overtime	\$18,000
• Travel/training	
- Mandatory Grant training	<u>\$ 2,000</u>
<b>TOTAL</b>	<b><u>\$20,000</u></b>

# CITY OF ONTARIO

Agenda Report  
September 17, 2019

SECTION:  
PUBLIC HEARINGS

**SUBJECT: A PUBLIC HEARING TO RECEIVE TESTIMONY AND ADOPT THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) FOR THE 2018-19 FISCAL YEAR**

**RECOMMENDATION:** That the City Council:

- (A) Hold a public hearing to receive testimony on the draft Consolidated Annual Performance and Evaluation Report (CAPER) for the 2018-19 Fiscal Year (on file in the Records Management Department); and
- (B) Direct staff to prepare and transmit to the U.S. Department of Housing and Urban Development (HUD) the final CAPER, which will address all public comments received on the draft CAPER; and
- (C) Authorize the City Manager to execute any and all documents necessary and/or desirable to transmit the CAPER to HUD.

**COUNCIL GOALS:** Pursue City's Goals and Objectives by Working with Other Governmental Agencies

**FISCAL IMPACT:** None.

**BACKGROUND:** The CAPER is a HUD-required report providing annual information about the City's utilization of HUD funds for local community development and housing projects. During Fiscal Year 2018-19, a combined total of over \$71.7 million of federal, state, and local funds were expended to implement approximately 41 housing and community development programs and projects. These activities were contained in the City's Fiscal Year 2018-19 One-Year Action Plan, approved on May 15, 2018. Federal funding sources in the CAPER including the following HUD programs:

**STAFF MEMBER PRESENTING:** Julie Bjork, Executive Director Housing & Neighborhood Preservation

Prepared by: Katryna Gonzalez  
Department: Housing & Neighborhood Preservation

City Manager Approval: 

Submitted to Council/O.H.A. 09/17/2019

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

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

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

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Community Development Block Grant (CDBG), HOME Investment Partnership Program (HOME), and Emergency Solutions Grant (ESG). Local funding sources include Ontario Housing Authority and Housing Asset funds.

Listed below are key housing and community development projects discussed in the CAPER:

- The City expended approximately \$7.8 million to implement thirteen infrastructure and community facility activities and two public service activities under the Community Development Strategy. The major projects within this strategy include, but are not limited to the following: Alley Pavement Management Rehabilitation, Pavement Management Rehabilitation, Restroom Renovation at De Anza Park, James Bryant Park Dog Park, COPS Program, Wheelchair Ramp Installation, Galvin Park Playground Equipment, De Anza Teen Center HVAC Replacement, LED Street Light Conversion, De Anza Futsal Court Installation, Downtown Sidewalk Reconstruction, Nugent Park Shelter Renovation, Child Care, Youth, and Family Subsidies, and Veterans Memorial Park Water Conservation.
- More than \$54.3 million was expended to implement sixteen housing programs within Ontario as part of the Housing Strategy. The major projects within this strategy include, but are not limited to, the following: Ontario Townhouses, Emporia Place, Vista Verde Apartments, County of San Bernardino Mortgage Revenue Bond Program, School Teacher and Employee Assistance Program, Tenant Based Rental Assistance, Community Improvement Team, Minor Rehabilitation at 307/309/311 West Francis Street, Sites for Future Affordable Housing Development, and 520-526 West Vesta Street.
- Over \$351,181 was expended as part of the Homeless Strategy to implement five activities. The major projects within this strategy include, but are not limited to, the following: Project Gateway (Supportive Housing Program), Mercy House Ontario Access Center, Assisi House and Aftercare Services, Family Stabilization at Sova Program Center, and Services for Victims of Domestic Violence and Their Children.
- Over \$9.3 million was expended on other activities including Administration, Fair Housing, Landlord/Tenant Mediation, Senior Services, and Public Housing Activities.

Attached is the Executive Summary of the CAPER for FY 2018-19. The Executive Summary provides a summary of expenditures and accomplishments for all CDBG, HOME, and ESG funded activities undertaken to address strategies identified within the Five-Year Consolidated Plan adopted by City Council on May 3, 2016 and the One-Year Action Plan, adopted by City Council on May 15, 2018.

The CAPER for FY 2018-19 has been available for public review from August 30, 2019 through September 16, 2019. To date, no comments have been received.

Subsequent to City Council approval of the CAPER, staff will submit the final report to HUD. The deadline to submit the CAPER to HUD is September 28, 2019 (90 days after the end of the fiscal year).

# CITY OF ONTARIO

## Consolidated Annual Performance and Evaluation Report

### For the period of July 1, 2018 - June 30, 2019

#### EXECUTIVE SUMMARY

The Consolidated Annual Performance and Evaluation Report (CAPER) provides information to Ontario residents, elected officials, City staff, and the U.S. Department of Housing and Urban Development (HUD) about housing and community development needs, projects, and accomplishments. This report covers activities conducted during Fiscal Year 2018-19 which began July 1, 2018 and ended June 30, 2019. During this period, federal and local funds were used to implement a myriad of housing and community development programs and projects. Each activity supported one or more of the priorities originally presented in the City's Five-Year Consolidated Plan.

The following list highlights key housing and community development activities implemented during FY 2018-19:

- The City of Ontario and its partners expended more than \$71.7 million in federal, state, and local funds to administer housing and community development programs.
- The City expended approximately \$7.8 million to implement thirteen infrastructure and community facility activities and two public service activities under the Community Development Strategy. The major projects within this strategy include, but are not limited to the following: Alley Pavement Management Rehabilitation, Pavement Management Rehabilitation, Restroom Renovation at De Anza Park, James Bryant Park Dog Park, COPS Program, Wheelchair Ramp Installation, Galvin Park Playground Equipment, De Anza Teen Center HVAC Replacement, LED Street Light Conversion, De Anza Futsal Court Installation, Downtown Sidewalk Reconstruction, Nugent Park Shelter Renovation, Child Care, Youth, and Family Subsidies, and Veterans Memorial Park Water Conservation.
- More than \$54.3 million was expended to implement sixteen housing programs within Ontario as part of the Housing Strategy. The major projects within this strategy include, but are not limited to, the following: Ontario Townhouses, Emporia Place, Vista Verde Apartments, County of San Bernardino Mortgage Revenue Bond Program, School Teacher and Employee Assistance Program, Tenant Based Rental Assistance, Community Improvement Team, Minor Rehabilitation at 307/309/311 West Francis Street, Sites for Future Affordable Housing Development, and 520-526 West Vesta Street.
- Over \$351,181 was expended as part of the Homeless Strategy to implement five activities. The major projects within this strategy include, but are not limited to, the following: Project Gateway (Supportive Housing Program), Mercy House Ontario Access Center, Assisi House and Aftercare Services, Family Stabilization at Sova Program Center, and Services for Victims of Domestic Violence and Their Children.

The tables below and on the following pages demonstrate the breakdown of funds received and expended within each identified strategy: Community Development, Housing, Homeless, Special Needs, Fair Housing, and Public Housing.

### FUNDING SOURCES

FUNDING SOURCE	ACTIVITIES FUNDED	ACTUAL AMOUNT AWARDED/RECEIVED/ ON HAND FOR FY 2018-19
Community Development Block Grant (CDBG)	Infrastructure improvements, code enforcement, housing rehabilitation, and social services.	\$1,849,306 <sup>1</sup>
CDBG Program Income	Infrastructure improvements, code enforcement, housing rehabilitation, and social services.	\$609,239 <sup>2</sup>
CDBG Rollover from prior years and reallocated funds	Infrastructure improvements, code enforcement, housing rehabilitation, and social services.	\$790,550 <sup>3</sup>
HOME Investment Partnership (HOME)	Tenant Based Rental Assistance	\$709,939 <sup>1</sup>
HOME Program Income	Tenant Based Rental Assistance	\$158,214 <sup>2</sup>
HOME Rollover from prior years and reallocated funds	Tenant Based Rental Assistance	\$9,327 <sup>3</sup>
Emergency Solutions Grant (ESG)	Essential support services and operating expenses for homeless facilities and programs.	\$156,098 <sup>1</sup>
Housing Asset Fund (HAF)	Home ownership assistance, housing acquisition and rehabilitation, and homeless services.	\$1,022,593 <sup>3</sup>
Ontario Housing Authority (OHA)	Housing acquisition, property rehabilitation and maintenance.	\$2,461,135 <sup>3</sup>
Transformative Climate Communities Grant (TCC)	California Climate Investment programs, including affordable housing, active transportation programs, low income weatherization programs, and urban greening	\$33,250,000 <sup>1</sup>
BEGIN Program Reuse Account	Program provides deferred-payment second mortgage loans to qualified buyers of new homes.	\$114,358 <sup>3</sup>
<b>TOTAL</b>		<b>\$41,130,759</b>

<sup>1</sup> This amount represents the total funds awarded during FY 2018-19

<sup>2</sup> This amount represents funds received during FY 2018-19

<sup>3</sup> This amount represents funds on hand during FY 2018-19

**HOUSING STRATEGY**

<b>Program/Project</b>	<b>Funding Source</b>	<b>Expenses</b>	<b>Annual Accomplishment</b>
<i>Priority 1: Preserve existing rental and owner-occupied housing resources.</i>			
Community Improvement Team	CDBG	\$96,825	A total of 716 inspections were completed during the reporting period. Three citations were given, 242 notices issued, and 200 violations abated.
Low-Mod Assisted Housing Developments	Ontario Townhouses	\$31,375,536	Continued ongoing monitoring efforts of affordable housing developments consisting of over 1,836 units throughout Ontario. During FY 2018-19, the City issued \$24.6 million in Multifamily Housing Revenue Bonds to assist with the acquisition and rehabilitation of the Ontario Townhouses Project located at 1360 East D Street. Additional funding for the project was received from 4% Low Income Housing Tax Credits. The total development cost for the project is \$40,796,913. An additional 20 years of affordability was achieved through HUD’s project-based voucher program along with an agreement with the City for a total of 55 years of affordability. In addition, the Seasons at Ontario Gateway acquisition and rehabilitation project that was begun in FY 2017-18 was completed during FY 2018-19. The City issued Multifamily Housing Revenue Bonds to support this project resulting in an extended affordability term for this property.
Guadalupe Residence (411 North Parkside Avenue)	CDBG	\$0	The acquisition was completed in February 2018. Rehabilitation work is expected to be complete in late 2019.
	HOME	\$0	
	<b>Subtotal</b>	<b>\$0</b>	
Ontario Shines Homeowner Rehabilitation Loan Program	CDBG	\$0	No homeowners were assisted through this program year during FY 2018-19.
Minor Rehabilitation at 307/309/311 W. Francis St.	CDBG	\$21,064	The work was completed in December 2018.
Assisi House Renovation	CDBG	\$0	A scope of work was developed and bids were released in spring 2019. The work is expected to begin in mid-summer 2019 and be completed by October 2019.
<b>TOTAL HOUSING PRIORITY #1</b>		<b>\$31,493,425</b>	

<b>Program/Project</b>	<b>Funding Source</b>	<b>Expenses</b>	<b>Annual Accomplishment</b>
<i>Priority 2: Expand affordable rental housing opportunities, particularly for low-income persons.</i>			
Tenant Based Rental Assistance Program	HOME	\$193,178	A total of twenty-one (21) households were assisted through this program during FY 2018-19. Eleven (11) households had their TBRA certificates renewed, and ten (10) households were new clients.
520-526 West Vesta Street	CDBG	\$3,829	Demolition and lead-based paint remediation work was completed during FY 2017-18 to address conditions from a fire that occurred on July 5, 2017. Bids were solicited for painting and minor repair work during FY 2018-19 and the work was completed in July 2019.
	OHA	\$0	
	<b>Subtotal</b>	<b>\$3,829</b>	
Sites for Future Affordable Housing Development	HAF	\$16,049	The Ontario Housing Authority acting as the successor agency to the Ontario Redevelopment Agency and the City of Ontario acting as the successor agency to the Ontario Redevelopment Agency is currently maintaining approximately six sites for future development of affordable housing.
Vista Verde Apartments	Project Draws	\$7,274,396	This new construction project was begun during FY 2018-19. Escrow was closed transferring the land to National CORE for development. The City issued \$21 million in Multi-Family Housing Revenue Bonds and has loaned \$14.7 million of TCC funds and \$4.4 of local funds to support this project. The developer also obtained 4% Low Income Housing Tax Credit funds to assist with the development. The project will contain 101 housing units with a mix of two- and three-bedroom units. Affordability will range from 30% AMI to 60% AMI. Total development cost is approximately \$36.7 million.

<b>Program/Project</b>	<b>Funding Source</b>	<b>Expenses</b>	<b>Annual Accomplishment</b>
Emporia Place	OHA	\$13,485,932	This new construction project was begun during FY 2018-19. Escrow was closed transferring the land to Related Companies of California for development. Construction was begun and is anticipated to be complete in Spring 2020. The City provided a loan of \$15.7 million to support the acquisition and construction of the project. In addition, the developer secured 9% Low Income Housing Tax Credits for this project. The project will contain 75 units with a mix of one-, two-, three-, and four-bedroom units. Affordability will range from 30% AMI to 60% AMI. Total development cost is approximately \$31.7 million.
<b>TOTAL HOUSING PRIORITY #2</b>		<b>\$20,973,384</b>	
<i>Priority 3: Increase affordable homeownership opportunities, particularly for low- and moderate-income persons.</i>			
School Teacher and Employee Loan Program (School Program) (CalHFA)	Bond	\$824,630	Four (4) homebuyers were assisted in Ontario during FY 2018-19.
Home Buyer Assistance (County of San Bernardino Mortgage Revenue Bond Program)	Bond Financing	\$1,044,956	Four (4) Mortgage Credit Certificates (MCC) were issued for homes in Ontario during FY 2018-19.
Neighborhood Partnership Housing Services (NPHS) Programs	Private Financing	N/A	During FY 2018-19, NPHS provided homeownership services to 192 Ontario residents. Foreclosure prevention assistance was provided to 23 homeowners, 14 first-time Ontario homebuyers received downpayment assistance grants through the WISH program, 139 residents were provided pre-purchase/financial wellness education, and 31 residents received reverse mortgage counseling. This fiscal year, NPHS was not able to provide any senior home repair grants due to a lack of funding.
Officer/Teacher/Fireman/Emergency Technician Next Door Program	HUD & FHA	\$0	No homebuyers were assisted in Ontario during FY 2018-19.



<b>Program/Project</b>	<b>Funding Source</b>	<b>Expenses</b>	<b>Annual Accomplishment</b>
Police Residence Assistance Program	Ontario General Fund	\$20,000	Two (2) new loans and one (1) payoffs were processed during FY 2018-19.
<b>TOTAL HOUSING PRIORITY #3</b>		<b>\$1,889,586</b>	
<b>GRAND TOTAL – HOUSING STRATEGY</b>		<b>\$54,356,395</b>	

### **HOMELESS STRATEGY**

<b>Program/Agency</b>	<b>Funding Source</b>	<b>Expenses</b>	<b>Accomplishments</b>
<i>Priority 1: Preserve and improve the supply of supportive housing and public services for the homeless.</i>			
Assisi House and Aftercare Services Program	CDBG	\$57,083	A total of 51 unduplicated homeless persons were served.
Mercy House Living Centers - Ontario Access Center	ESG	\$113,381	A total of 790 unduplicated homeless persons were served at the Ontario Access Center.
House of Ruth – Services for Victims of Domestic Violence and Their Children	ESG	\$12,600	A total of 91 unduplicated battered women and children were provided with services.
Inland Valley Hope Partners – Family Stabilization Program at Sova Program Center	ESG	\$18,410	A total of 2,401 unduplicated persons were served.
Project Gateway (Supportive Housing Program)	HUD	\$149,707	Thirteen (13) households were housed using Supportive Housing Program (SHP) vouchers.
<b>GRAND TOTAL – HOMELESS STRATEGY</b>		<b>\$351,181</b>	

**SPECIAL NEEDS STRATEGY**

<b>Program/Agency</b>	<b>Funding Source</b>	<b>Expenses</b>	<b>Accomplishments</b>
<i>Priority 1: Provide supportive services for special needs populations.</i>			
Inland Fair Housing and Mediation Board – Senior Services	CDBG	\$10,000	A total of 315 seniors were served.
<b>GRAND TOTAL – SPECIAL NEEDS STRATEGY</b>		<b>\$10,000</b>	

**FAIR HOUSING STRATEGY**

<b>Program/Agency</b>	<b>Funding Source</b>	<b>Expenses</b>	<b>Accomplishments</b>
<i>Priority 1: Continue to implement the Fair Housing Laws by providing funding to further fair housing.</i>			
Inland Fair Housing and Mediation Board – Fair Housing (AFFH) Program	CDBG	\$22,000	A total of 180 persons were provided with fair housing services.
Inland Fair Housing and Mediation Board – Landlord/Tenant Mediation Services	CDBG	\$10,200	A total of 1,263 persons were provided with landlord/tenant mediation services.
<b>GRAND TOTAL – FAIR HOUSING STRATEGY</b>		<b>\$32,200</b>	

**PUBLIC HOUSING STRATEGY**

<b>Program/Agency</b>	<b>Funding Source</b>	<b>Expenses</b>	<b>Accomplishments</b>
<i>Priority 1: Continue to support ongoing efforts of the Housing Authority of the County of San Bernardino to maximize the use of Section 8 subsidies and other resources in the City.</i>			
Housing Authority of the County of San Bernardino (Housing Choice Voucher Program)	HUD	\$8,880,828	676 households assisted in Ontario.

Program/Agency	Funding Source	Expenses	Accomplishments
Housing Authority of the County of San Bernardino (Family Self-Sufficiency)	HUD	N/A	Seven (7) Ontario residents served.
<b>GRAND TOTAL – PUBLIC HOUSING STRATEGY</b>		<b>\$8,880,828</b>	

### COMMUNITY DEVELOPMENT STRATEGY

Program/Project	Funding Source	Expenses	Accomplishments
<i>Priority 1: Provide for needed infrastructure improvements in lower and moderate-income neighborhoods.</i>			
FY 2018-19 Pavement Management Rehabilitation Program	CDBG	\$258,093	During the FY 2018-19, the project was bid and a contract was awarded to All American Asphalt in July 2018. Construction began on September 4, 2018 and was completed on March 4, 2019. The contract included the rehabilitation of 13 streets, which total over half a million square feet of asphalt roadway. The project served to rehabilitate existing street pavement surfacing in eligible CDBG areas by installing a Rubberized-Modified Slurry Seal, extending the service life of the asphalt concrete pavement by an estimated 10 to 15 years. This project is an aesthetic infrastructure improvement for the entire neighborhood with resurfaced asphalt.
	Gas Tax	\$349,240	
	Measure I	\$220,871	
	<b>Subtotal</b>	<b>\$828,204</b>	
FY 2018-19 Alley Pavement Management Program	CDBG	\$173,077	Alley improvements were located between Carlton Street and Belmont Street and Sultana Avenue and Plum Avenue. It is estimated that 80 homes will benefit from these alley improvements. This project is an aesthetic infrastructure improvement for the entire neighborhood with the new asphalt, no standing water, and smooth driving surface.
	Gas Tax	\$920,193	
	Measure I	\$4,192,376	
	Capital Projects	\$288,740	
	<b>Subtotal</b>	<b>\$5,574,386</b>	
Pervious Concrete Gutters	CDBG	\$0	The project was cancelled due to a lack of funding to complete the projected scope of work as designed.

<b>Program/Project</b>	<b>Funding Source</b>	<b>Expenses</b>	<b>Accomplishments</b>
FY 2017-18 and FY 2018-19 LED Light Conversion Project	CDBG	\$77,611	<p>FY 2017-18 Project: Engineering awarded an initial construction contract of \$58,999 on March 28, 2018 to Siemens Industry, Inc. to retrofit 206 LED streetlight fixtures. Due to available funds in the budget, a change order for 59 additional lights was processed for \$16,530. In total, 265 streetlight fixtures will be retrofitted as part of this contract with a total cost of \$75,529. The project was completed in December 2018.</p> <p>FY 2018-19 Project: Engineering awarded an initial construction contract of \$85,310 on April 20, 2019 to Sierra Pacific Electrical Contracting to convert 179 conventional cobra head and 32 decorative post top streetlight fixtures to LED. In total, 211 streetlight fixtures will be retrofitted as part of this contract. The project is anticipated to be complete in September 2019.</p>
Wheelchair Ramp Installation	CDBG	\$174,508	The Parks and Maintenance Department installed a total of 68 wheelchair ramps and adjoining sidewalks.
Downtown Sidewalk Reconstruction	CDBG Capital Projects	\$0 \$49,962	Parks and Maintenance repaired 23100 square feet of damaged sidewalks within the area bounded by Holt Boulevard to the south, G Street to the north, Campus Avenue to the East, and San Antonio Avenue to the west.
	<b>Subtotal</b>	<b>\$49,962</b>	
<b>TOTAL COMMUNITY DEVELOPMENT PRIORITY #1</b>		<b>\$6,704,671</b>	
<i>Priority 2: Provide for new community facilities, neighborhood enhancement activities, and improve the quality of existing community facilities to serve lower- and moderate-income neighborhoods.</i>			
De Anza Futsal Court Project	CDBG	\$68,683	Parks and maintenance completed the landscape and irrigation of planters adjoining the court, California friendly plant material was installed and drip irrigation.

<b>Program/Project</b>	<b>Funding Source</b>	<b>Expenses</b>	<b>Accomplishments</b>
Galvin Park Playground Equipment	CDBG	<b>\$95,000</b>	During FY 2017-18 conceptual designs were approved by the Parks Commission and bids were solicited based on the approved project specifications. During FY 2018-19 design and installation of new playground equipment for two to five year olds and five to twelve year olds was completed to replace the existing deteriorated playground equipment.
De Anza Teen Center HVAC Replacement	CDBG	<b>\$83,600</b>	De Anza Center HVAC project was completed in FY 2018-19. Three carrier HVAC units were replaced, duct work revisions were completed to accommodate the new units, and HVAC controls were updated.
Restroom Renovation at De Anza Park	CDBG	\$341,128	De Anza Restroom project was completed in FY 2018-19. The project consisted of replacing the old restroom with a new prefab restroom, grading and site work to accommodate the new structure, and ADA accessibility.
	Park Funds	\$88,193	
	<b>Subtotal</b>	<b>\$429,321</b>	
James Bryant Park Dog Park	CDBG	\$192,927	Parks and Maintenance completed the construction of a new dog park in the N/W corner of the park, the dog park consists of two areas one for small dogs and one for large dogs, a security perimeter fencing was installed, new entry perimeter with pavers and decomposed granite, new toys, picnic tables, benches, drinking fountains and irrigation was installed. Project opened in April 2019.
	Capital Projects	\$4,605	
	<b>Subtotal</b>	<b>\$197,532</b>	
Veterans Memorial Park Water Conservation	CDBG	<b>\$20,068</b>	Parks and maintenance completed the installation of the new California friendly planters in the south and west sides of the park, project completed in June 2019.
Nugent Park Shelter Renovation	CDBG	<b>\$24,300</b>	During FY 2018-19, designs were completed for the shelter renovation. The project is expected to be completed during FY 2019-20.
<b>TOTAL COMMUNITY DEVELOPMENT PRIORITY #2</b>		<b>\$918,504</b>	

<b>Program/Project</b>	<b>Funding Source</b>	<b>Expenses</b>	<b>Accomplishments</b>
<i>Priority 3: Provide needed community services to serve lower- and moderate-income residents.</i>			
COPS Program	CDBG	\$188,312	During FY 2018-19, the COPS Division addressed many community concerns including but not limited to: graffiti, the transients/homeless population, panhandlers, prostitution, metal theft, theft of utilities, illegal dumping, truancy, curfew violations, and violations of various city building and habitation codes.
Ontario-Montclair YMCA - Child Care Subsidies Program	CDBG	\$22,000	One hundred ten (110) unduplicated youths were served.
<b>TOTAL COMMUNITY DEVELOPMENT PRIORITY #3</b>		<b>\$210,312</b>	
<b>GRAND TOTAL – COMMUNITY DEVELOPMENT STRATEGY</b>		<b>\$7,833,486</b>	

**ADMINISTRATIVE COSTS**

<b>Program/Project</b>	<b>Funding Source</b>	<b>Expenses</b>	<b>Accomplishments</b>
CDBG Administration	CDBG	\$337,544	Administration of the CDBG Program.
HOME Administration	HOME	\$50,441	Administration of HOME Program.
ESG Administration	ESG	\$23,591	Administration of ESG Program.
<b>GRAND TOTAL – Administrative Costs</b>		<b>\$411,576</b>	
<b>GRAND TOTAL – All Projects &amp; Administration</b>		<b>\$71,875,667</b>	

# CITY OF ONTARIO

Agenda Report  
September 17, 2019

SECTION:  
PUBLIC HEARINGS

**SUBJECT: A PUBLIC HEARING TO CONSIDER ADOPTION OF A RESOLUTION TO UPDATE AND MODIFY DEVELOPMENT IMPACT FEES**

**RECOMMENDATION:** That the City Council consider and adopt a resolution to update and modify the City's Development Impact Fees.

**COUNCIL GOALS:** Invest in the Growth and Evolution of the City's Economy

Operate in a Businesslike Manner

Focus Resources in Ontario's Commercial and Residential Neighborhoods

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 recommended update of the Development Impact Fees ("DIF") continues to reflect the City Council's direction that new development pay its fair share of the costs for infrastructure, and that costs of development in the Ontario Ranch do not impact current residents. There is no General Fund impact from adopting the DIF update. The update of the DIF program is conducted periodically to reflect modifications to specific DIF projects based on changes in projected infrastructure needs, actual costs, revised engineering estimates and updated cost estimates. DIF, assessed on per unit or per square foot basis, are intended to cover the cost of infrastructure improvements needed to support new development. With adoption of the fees as proposed, the City's DIF Program is estimated to generate approximately \$2.5 billion in revenue for infrastructure over the buildout of the City.

**BACKGROUND:** On July 1, 2003, the City Council adopted Ordinance Nos. 2779 and 2780 to approve Development Impact Fees for the City. The DIF have been updated periodically since 2005. Since its inception, the DIF Program has had separate DIF amounts for what has historically been termed the "New Model Colony" and the "Old Model Colony" areas. The last comprehensive update of the DIF Program was adopted by City Council in December 2012. The 2012 update included adjustments to the land use database reflected with The Ontario Plan's ("TOP") adoption in 2010.

**STAFF MEMBER PRESENTING:** Scott Murphy, AICP, Executive Director Development Agency

Prepared by: Bob Chandler  
Department: General Services  
City Manager Approval: 

Submitted to Council/O.H.A. 09/17/2019  
Approved: \_\_\_\_\_  
Continued to: \_\_\_\_\_  
Denied: \_\_\_\_\_

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TOP incorporated significant changes in land use types and densities which necessitated material revisions to the City’s infrastructure (Streets, Storm Drains, Water and Sewer) Master Plans and DIF Program. In the DIF updates since 2012, there have been only minimal changes in the scopes and estimated costs of DIF Program projects. The most recent update to the DIF Program was adopted in August 2017.

The major changes incorporated in the 2019 update include the following:

- The cost per acre for land acquisition has been increased from \$400,000 to \$585,000;
- In numerous infrastructure categories, the individual 2012 project cost amounts have been escalated by application of the change in an applicable cost index;
- In the Fire category, as well as the hard infrastructure categories (Streets, Storm Drains, Water and Sewer), numerous individual project cost estimates have been adjusted to reflect updated engineering estimates and/or actual costs;
- The cost per acre for Parks construction has been increased from \$445,700 to \$500,000; and
- The cost per acre for Parks grading/site preparation has been reduced from \$168,678 to \$54,882.

In support of the revised DIF amounts, Revenue & Cost Specialists, LLC prepared comprehensive updates to the Development Impact Fee calculation report and the Master Facilities plan. The completed Development Impact Fee Report, composed of the "Development Impact Fee Calculation and Nexus Update Report for the City of Ontario, California, September 2019" and the "Master Facilities Plan Update for the City of Ontario, California, September 2019", is on file in the Records Management Department. The report includes the cost details of the changes reflected in the update, individual detailed DIF project descriptions and the schedules used in the calculation of the updated DIF amounts.

“Exhibit A” of the proposed resolution specifies the updated DIF amounts for the General City and Ontario Ranch areas. The following table is a summary of the current and proposed DIF amounts for the General City and Ontario Ranch.

Category	Current* General City	Proposed* General City	Percent Change	Current Ontario Ranch	Proposed Ontario Ranch	Percent Change
<b>Per Unit:</b>						
Residential, Detached	\$27,763	\$32,623	17.5%	\$37,408	\$41,082	9.8%
Residential, Attached	\$20,615	\$24,392	18.3%	\$25,136	\$27,878	10.9%
Residential, High Density	\$15,326	\$18,122	18.2%	\$18,579	\$20,563	10.7%
Mobile Homes	\$19,915	\$23,567	18.3%	N/A	N/A	N/A
Commercial Lodging	\$ 3,904	\$ 4,888	25.2%	\$ 8,221	\$ 8,984	9.3%
<b>Per Square Foot:</b>						
Retail/Service Uses	\$ 6.895	\$ 7.505	8.9%	\$16.683	\$17.692	6.0%
Office Uses	\$ 5.560	\$ 6.351	14.2%	\$12.073	\$13.264	9.9%
Business Park Uses	\$ 5.821	\$ 6.671	14.6%	\$11.367	\$12.091	6.4%
Industrial Uses	\$ 3.111	\$ 3.460	11.2%	\$ 6.978	\$ 7.420	6.3%
Institutional Uses	\$ 5.744	\$ 6.557	14.2%	\$11.515	\$12.114	5.2%

\*Maximum Fee amounts are shown for comparison; General City Development Impact Fees may be reduced by specified percentages, depending on development category and type of development to encourage affordable housing, multi-story development and construction of structured parking facilities.



No changes are proposed to the DIF Program implementation policies or land use categories definitions as part of this DIF Program update.

Staff notified and worked with the Building Industry Association (“BIA”) and NMC Builders, LLC (“NMC Builders”) on this recommended update to the DIF and provided both entities with a copy of the proposed fees and the back-up materials. Several meetings were held with representatives of NMC Builders and the BIA to provide and exchange cost information related to the proposed modifications to the DIF Program. The BIA and NMC Builders have communicated that they have no further comments on the proposed revisions to the DIF Program, and have provided letters to the City indicating that they do not object to adoption of the fees as proposed.

Under State law, fee increases cannot become effective any sooner than 60 days after adoption by the legislative body. With the proposed increase in the DIF, BIA and NMC Builders have requested that implementation be deferred until January 1, 2020, to allow their members sufficient time to prepare for the increases and incorporate them into their project budgets. The six week delay in implementing the DIF does not have a significant impact on the program and staff is in support of the January 1, 2020 effective date.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO,  
CALIFORNIA, UPDATING AND MODIFYING DEVELOPMENT IMPACT  
FEES.

WHEREAS, on July 1, 2003, the City Council of the City of Ontario (the "City Council") adopted Ordinance Nos. 2779 and 2780 to implement new and modified Development Impact Fees in recognition of the need to finance adequate infrastructure and other public improvements and facilities made necessary by new development in the City of Ontario ("City"); and

WHEREAS, the City Council previously adopted Resolution No. 2003-039 to establish policies for the implementation of the new and modified Development Impact Fees; Resolution No. 2003-070 to establish additional definitions and policies for the application of Development Impact Fees; and Resolution Nos. 2005-005, 2005-099, 2007-023, 2007-150, 2011-011, 2012-092, 2015-008, and 2017-102 to update and modify Development Impact Fee amounts; and

WHEREAS, City staff and Revenue and Costs Specialists LLC, have reviewed the Development Impact Fee ("DIF") program and the infrastructure Master Plans and produced an update to the DIF program documents, titled "Development Impact Fee Calculation and Nexus Update Report For the City of Ontario," dated September 2019, which includes recommendations and support for updated Development Impact Fee amounts; and

WHEREAS, the Development Impact Fee Calculation and Nexus Update Report, referenced above, complies with Government Code Section 66001 by establishing the basis for the imposition of fees, and the fee amounts for new development. In particular, the Development Impact Fee Calculation and Nexus Update Report:

1. Identifies the purpose of each development fee;
2. Identifies the use to which the fee will be put;
3. Shows a reasonable relationship between the fee's use and the type of development project upon which the fee is imposed;
4. Shows a reasonable relationship between the need for the public facility and the type of development project upon which the fee is imposed;
5. Shows a reasonable relationship between the amount of the fee and the costs of the public facility or portion of the public facility that is attributed to the development upon which the fee is imposed; and

WHEREAS, in accordance with Government Code Section 66000, et seq., a copy of the above referenced Development Impact Fee Calculation and Nexus Update Report has been made available for inspection by the public at Ontario City Hall for 10 days prior to the adoption of this Resolution; and

WHEREAS, after the review of the proposed revisions of the Development Impacts Fees with representatives of the NMC Builders, LLC during the 2017 DIF Update, it was determined that the proposed increase in the Local Adjacent Fiber Optic Communications System would be reduced for a period of three years to reduce the impacts of the proposed increase in the Development Impact Fee for current planned and proposed projects; and

WHEREAS, the previously-adopted Ordinance No. 2779 stated that “The Fee Schedule may be amended from time to time by resolution of the City Council, in compliance with the Mitigation Fee Act, Government Code Section 66000, et seq.”

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ONTARIO:

SECTION 1. The above recitals are true and correct.

SECTION 2. The Development Impact Fee Amounts contained in “Exhibit A” of the previous Resolution No. 2017-102 shall be repealed and replaced by “Exhibit A” of this Resolution. The provisions of this Resolution are supplemental to the provisions of previous Resolution Nos. 2003-039, 2003-070, 2005-005, 2005-099, 2007-023, 2007-150, 2011-011, 2012-092, 2015-008, and 2017-102.

SECTION 3. This Resolution, including the updated fee amounts contained in “Exhibit A” attached hereto and incorporated herein, shall be effective for all building permits, and grading permits, when applicable, on January 1, 2020.

SECTION 4. The Local Adjacent Fiber Optic Communications System Development Impact Fee for the Ontario Ranch area shall be discounted to an amount of \$860 for Detached Residential Dwelling units, Attached Residential Dwelling units, and High Density Residential units during the three-year period of October 16, 2017 through October 16, 2020 only. Upon expiration of the three-year period on October 17, 2020, the discounted fee amount shall no longer be applicable and the Local Adjacent Fiber Optic Communications System Development Impact fees shall be as contained in “Exhibit A” of this resolution or subsequent resolution that has repealed and replaced this Resolution. The Regional Fiber Optic Communications System Development Impact Fee shall not be impacted by this discount.

SECTION 5. The remaining provisions of Resolution No. 2003-039 and previous resolutions, including previous Exhibits B and C, shall not be affected and shall remain in effect to the extent not inconsistent herewith.

PASSED, APPROVED, AND ADOPTED this 17<sup>th</sup> day of September 2019.

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PAUL S. LEON, MAYOR

ATTEST:

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CITY CLERK

APPROVED AS TO LEGAL FORM:

---

COLE HUBER 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. 2019-     was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held September 17, 2019 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. 2019-     duly passed and adopted by the Ontario City Council at their regular meeting held September 17, 2019.

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

(SEAL)

**"EXHIBIT A"**

***City of Ontario Development Impact Fee Schedule***

**General City – Maximum Law Enforcement  
Development Impact Fees by Land Use**

Proposed Land Use	Impact Fee Per Unit or S.F.
Detached Dwellings	\$ 405/Unit
Attached Dwellings	\$ 362/Unit
High Density Dwellings	\$ 362/Unit
Mobile Home Dwellings	\$ 195/Unit
Commercial Lodging Units	\$ 149/Unit
Retail/Services Uses	\$0.561/S.F.
Office Uses	\$0.748/S.F.
Business Park Uses	\$0.240/S.F.
Industrial Uses	\$0.014/S.F.
Institutional Uses	\$0.102/S.F.

**General City – Maximum Fire Suppression Facilities,  
Vehicles and Equipment Development Impact Fees by Land Use**

Proposed Land Use	Impact Fee per Unit or S.F.
Detached Dwellings	\$ 317/Unit
Attached Dwellings	\$ 265/Unit
High Density Dwellings	\$ 265/Unit
Mobile Home Dwellings	\$ 278/Unit
Commercial Lodging Units	\$ 135/Unit
Retail/Services Uses	\$0.278/S.F.
Office Uses	\$1.132/S.F.
Business Park Uses	\$0.173/S.F.
Industrial Uses	\$0.013/S.F.
Institutional Uses	\$0.083/S.F.

**General City – Maximum Regional Streets, Signals and Bridges  
Development Impact Fees by Land Use**

Proposed Land Use	Impact Fee per Unit or S.F.
Detached Dwellings	\$1,463/Unit
Attached Dwellings	\$ 977/Unit
High Density Dwellings	\$ 605/Unit
Mobile Home Dwellings	\$ 761/Unit
Commercial Lodging Units	\$ 772/Unit
Retail/Services Uses	\$2.957/S.F.
Office Uses	\$1.690/S.F.
Business Park Uses	\$1.759/S.F.
Industrial Uses	\$0.906/S.F.
Institutional Uses	\$1.931/S.F.

**General City – Maximum Local Adjacent Streets, Signals and Bridges  
Development Impact Fees by Land Use**

Proposed Land Use	Impact Fee per Unit or S.F.
Detached Dwellings	\$ 976/Unit
Attached Dwellings	\$ 652/Unit
High Density Dwellings	\$ 403/Unit
Mobile Home Dwellings	\$ 508/Unit
Commercial Lodging Units	\$ 515/Unit
Retail/Services Uses	\$1.972/S.F.
Office Uses	\$1.127/S.F.
Business Park Uses	\$1.172/S.F.
Industrial Uses	\$0.604/S.F.
Institutional Uses	\$1.288/S.F.

**General City – Maximum Regional Storm Drainage Facilities  
Development Impact Fees by Land Use**

Proposed Land Use	Fee Per Unit or S.F.	Fee Per Acre (NOTE)
Detached Dwellings	\$ 170/Unit	-
Attached Dwellings	\$ 55/Unit	-
High Density Dwellings	\$ 25/Unit	-
Mobile Home Dwellings	\$ 72/Unit	-
Commercial Lodging Units	\$ 10/Unit	-
Retail/Services Uses	\$0.053/S.F.	\$1,061/Acre
Office Uses	\$0.020/S.F.	\$1,061/Acre
Business Park Uses	\$0.055/S.F.	\$1,031/Acre
Industrial Uses	\$0.050/S.F.	\$1,120/Acre
Institutional Uses	\$0.051/S.F.	\$1,120/Acre

**NOTE:** The fee will be based on the per acre amount when the square feet per acre is less than 20,019 for Retail/Service Uses; 53,050 for Office Uses; 18,745 for Business Park Uses; 22,400 for Industrial Uses; and 21,961 for Institutional Uses.

**General City – Maximum Local Adjacent Storm Drainage Facilities  
Development Impact Fees by Land Use**

Proposed Land Use	Fee Per Unit or S.F.	Fee Per Acre (NOTE)
Detached Dwellings	\$3,234/Unit	-
Attached Dwellings	\$1,039/Unit	-
High Density Dwellings	\$ 483/Unit	-
Mobile Home Dwellings	\$1,377/Unit	-
Commercial Lodging Units	\$ 181/Unit	-
Retail/Services Uses	\$1.009/S.F.	\$20,150/Acre
Office Uses	\$0.375/S.F.	\$20,150/Acre
Business Park Uses	\$1.037/S.F.	\$19,591/Acre
Industrial Uses	\$0.952/S.F.	\$21,270/Acre
Institutional Uses	\$0.977/S.F.	\$21,270/Acre

**NOTE:** The fee will be based on the per acre amount when the square feet per acre is less than 19,970 for Retail/Service Uses; 53,733 for Office Uses; 18,892 for Business Park Uses; 22,343 for Industrial Uses; and 21,771 for Institutional Uses.

**General City – Maximum Regional Water Distribution  
Development Impact Fees by Land Use**

Proposed Land Use	Impact Fee per Unit or S.F.
Detached Dwellings	\$4,857/Unit
Attached Dwellings	\$3,321/Unit
High Density Dwellings	\$2,241/Unit
Mobile Home Dwellings	\$3,321/Unit
Commercial Lodging Units	\$1,339/Unit
Retail/Services Uses	\$0.246/S.F.
Office Uses	\$0.518/S.F.
Business Park Uses	\$0.965/S.F.
Industrial Uses	\$0.359/S.F.
Institutional Uses	\$0.902/S.F.



**General City – Maximum Local Adjacent Water Distribution  
Development Impact Fees by Land Use**

Proposed Land Use	Impact Fee per Unit or S.F.
Detached Dwellings	\$2,616/Unit
Attached Dwellings	\$1,788/Unit
High Density Dwellings	\$1,206/Unit
Mobile Home Dwellings	\$1,788/Unit
Commercial Lodging Units	\$ 721/Unit
Retail/Services Uses	\$0.133/S.F.
Office Uses	\$0.279/S.F.
Business Park Uses	\$0.520/S.F.
Industrial Uses	\$0.193/S.F.
Institutional Uses	\$0.485/S.F.

**General City – Maximum Regional Sewer Collection  
Development Impact Fees by Land Use**

Proposed Land Use	Impact Fee per Unit or S.F.
Detached Dwellings	\$ 138/Unit
Attached Dwellings	\$ 121/Unit
High Density Dwellings	\$ 104/Unit
Mobile Home Dwellings	\$ 121/Unit
Commercial Lodging Units	\$ 81/Unit
Retail/Services Uses	\$0.007/S.F.
Office Uses	\$0.030/S.F.
Business Park Uses	\$0.034/S.F.
Industrial Uses	\$0.019/S.F.
Institutional Uses	\$0.039/S.F.

**General City - Maximum Local Adjacent Sewer Collection  
Development Impact Fees by Land Use**

Proposed Land Use	Impact Fee per Unit or S.F.
Detached Dwellings	\$1,246/Unit
Attached Dwellings	\$1,090/Unit
High Density Dwellings	\$ 934/Unit
Mobile Home Dwellings	\$1,091/Unit
Commercial Lodging Units	\$ 726/Unit
Retail/Services Uses	\$0.058/S.F.
Office Uses	\$0.265/S.F.
Business Park Uses	\$0.306/S.F.
Industrial Uses	\$0.166/S.F.
Institutional Uses	\$0.352/S.F.

**General City - Maximum Solid Waste Collection  
Development Impact Fees by Land Use**

Proposed Land Use	Impact Fee per Unit or S.F.
Detached Dwellings	\$ 699/Unit
Attached Dwellings	\$ 509/Unit
High Density Dwellings	\$ 255/Unit
Mobile Home Dwellings	\$ 509/Unit
Commercial Lodging Units	\$ 173/Unit
Retail/Services Uses	\$0.126/S.F.
Office Uses	\$0.084/S.F.
Commercial/Restaurants	\$0.610/S.F.
Business Park Uses	\$0.224/S.F.
Industrial Uses	\$0.098/S.F.
Institutional Uses	\$0.175/S.F.

**General City - Maximum General Facilities, Vehicles and Equipment  
Development Impact Fees by Land Use**

Proposed Land Use	Impact Fee Per Unit or S.F.
Detached Dwellings	\$ 610/Unit
Attached Dwellings	\$ 127/Unit
High Density Dwellings	\$ 93/Unit
Mobile Home Dwellings	\$ 289/Unit
Commercial Lodging Units	\$ 86/Unit
Retail/Services Uses	\$0.105/S.F.
Office Uses	\$0.083/S.F.
Business Park Uses	\$0.186/S.F.
Industrial Uses	\$0.086/S.F.
Institutional Uses	\$0.172/S.F.

**General City - Maximum Library Facilities and Collection  
Development Impact Fees by Land Use**

Proposed Residential Land Use	Impact Fee Per Unit
Detached Dwellings	\$1,270/Unit
Attached Dwellings	\$1,126/Unit
High Density Dwellings	\$ 891/Unit
Mobile Home Dwellings	\$1,059/Unit

**General City - Maximum Public Meeting Facilities  
Development Impact Fees by Land Use**

Proposed Residential Land Use	Impact Fee Per Unit
Detached Dwellings	\$1,386/Unit
Attached Dwellings	\$1,228/Unit
High Density Dwellings	\$ 972/Unit
Mobile Home Dwellings	\$1,156/Unit

**General City - Maximum Aquatics Facilities  
Development Impact Fees by Land Use**

Proposed Residential Land Use	Impact Fee Per Unit
Detached Dwellings	\$93/Unit
Attached Dwellings	\$83/Unit
High Density Dwellings	\$65/Unit
Mobile Home Dwellings	\$77/Unit

**General City - Maximum Park  
Development Impact Fees by Land Use**

Residential Land Use	Impact Fee Per Unit
Detached Dwellings	\$13,143/Unit
Attached Dwellings	\$11,649/Unit
High Density Dwellings	\$ 9,218/Unit
Mobile Home Dwellings	\$10,965/Unit

**Ontario Ranch - Law Enforcement  
Development Impact Fees by Land Use**

Land Use	Impact Fee Per Unit or S.F.
Detached Dwellings	\$ 405/Unit
Attached Dwellings	\$ 362/Unit
High Density Dwellings	\$ 362/Unit
Commercial Lodging Units	\$ 149/Unit
Retail/Services Uses	\$0.561/S.F.
Office Uses	\$0.748/S.F.
Business Park Uses	\$0.240/S.F.
Industrial Uses	\$0.014/S.F.
Institutional Uses	\$0.102/S.F.

**Ontario Ranch - Fire Suppression Facilities, Vehicles and Equipment  
Development Impact Fees by Land Use**

Proposed Land Use	Impact Fee per Unit or S.F.
Detached Dwellings	\$ 746/Unit
Attached Dwellings	\$ 627/Unit
High Density Dwellings	\$ 627/Unit
Commercial Lodging Units	\$ 312/Unit
Retail/Services Uses	\$0.657/S.F.
Office Uses	\$2.674/S.F.
Business Park Uses	\$0.409/S.F.
Industrial Uses	\$0.030/S.F.
Institutional Uses	\$0.196/S.F.

**Ontario Ranch – Regional Streets, Signals and Bridges  
Development Impact Fees by Land Use**

Proposed Land Use	Impact Fee per Unit or S.F.
Detached Dwellings	\$1,939/Unit
Attached Dwellings	\$1,295/Unit
High Density Dwellings	\$ 801/Unit
Commercial Lodging Units	\$1,022/Unit
Retail/Services Uses	\$3.918/S.F.
Office Uses	\$2.239/S.F.
Business Park Uses	\$2.330/S.F.
Industrial Uses	\$1.201/S.F.
Institutional Uses	\$2.558/S.F.

**Ontario Ranch – Local Adjacent Streets, Signals and Bridges  
Development Impact Fees by Land Use**

Proposed Land Use	Impact Fee per Unit or S.F.
Detached Dwellings	\$2,908/Unit
Attached Dwellings	\$1,942/Unit
High Density Dwellings	\$1,201/Unit
Commercial Lodging Units	\$1,534/Unit
Retail/Services Uses	\$5.876/S.F.
Office Uses	\$3.359/S.F.
Business Park Uses	\$3.494/S.F.
Industrial Uses	\$1.801/S.F.
Institutional Uses	\$3.838/S.F.

**Ontario Ranch – Regional Storm Drainage  
Development Impact Fees by Land Use**

Proposed Land Use	Fee Per Unit or S.F.	Fee Per Acre (NOTE)
Detached Dwellings	\$1,334/Unit	-
Attached Dwellings	\$ 303/Unit	-
High Density Dwellings	\$ 247/Unit	-
Commercial Lodging Units	\$ 215/Unit	-
Retail/Services Uses	\$0.543/S.F.	\$ 9,483/Acre
Office Uses	\$0.285/S.F.	\$ 9,483/Acre
Business Park Uses	\$0.459/S.F.	\$ 9,219/Acre
Industrial Uses	\$0.363/S.F.	\$10,010/Acre
Institutional Uses	\$0.460/S.F.	\$10,010/Acre

**NOTE:** The fee will be based on the per acre amount when the square feet per acre is less than 17,464 for Retail/Service Uses; 33,274 for Office Uses; 20,085 for Business Park Uses; 27,576 for Industrial Uses; and 21,761 for Institutional Uses.

**Ontario Ranch – Local Adjacent Storm Drainage  
Development Impact Fees by Land Use**

Proposed Land Use	Fee Per Unit or S.F.	Fee Per Acre (NOTE)
Detached Dwellings	\$4,001/Unit	-
Attached Dwellings	\$ 908/Unit	-
High Density Dwellings	\$ 741/Unit	-
Commercial Lodging Units	\$ 647/Unit	-
Retail/Services Uses	\$1.628/S.F.	\$28,448/Acre
Office Uses	\$0.855/S.F.	\$28,448/Acre
Business Park Uses	\$1.376/S.F.	\$27,658/Acre
Industrial Uses	\$1.087/S.F.	\$30,028/Acre
Institutional Uses	\$1.378/S.F.	\$30,028/Acre

**NOTE:** The fee will be based on the per acre amount when the square feet per acre is less than 17,474 for Retail/Service Uses; 33,273 for Office Uses; 20,100 for Business Park Uses; 27,625 for Industrial Uses; and 21,791 for Institutional Uses.

**Ontario Ranch – Regional Water Distribution  
Development Impact Fees by Land Use**

Proposed Land Use	Impact Fee per Unit or S.F.
Detached Dwellings	\$6,298/Unit
Attached Dwellings	\$3,457/Unit
High Density Dwellings	\$1,835/Unit
Commercial Lodging Units	\$2,646/Unit
Retail/Services Uses	\$2.439/S.F.
Office Uses	\$1.315/S.F.
Business Park Uses	\$1.863/S.F.
Industrial Uses	\$1.532/S.F.
Institutional Uses	\$1.517/S.F.

**Ontario Ranch – Local Adjacent Water Distribution  
Development Impact Fees by Land Use**

Proposed Land Use	Impact Fee per Unit or S.F.
Detached Dwellings	\$2,699/Unit
Attached Dwellings	\$1,482/Unit
High Density Dwellings	\$ 786/Unit
Commercial Lodging Units	\$1,134/Unit
Retail/Services Uses	\$1.045/S.F.
Office Uses	\$0.564/S.F.
Business Park Uses	\$0.799/S.F.
Industrial Uses	\$0.657/S.F.
Institutional Uses	\$0.650/S.F.

**Ontario Ranch – Regional Sewer Collection  
Development Impact Fees by Land Use**

Proposed Land Use	Impact Fee per Unit or S.F.
Detached Dwellings	\$ 361/Unit
Attached Dwellings	\$ 274/Unit
High Density Dwellings	\$ 165/Unit
Commercial Lodging Units	\$ 211/Unit
Retail/Services Uses	\$0.078/S.F.
Office Uses	\$0.136/S.F.
Business Park Uses	\$0.090/S.F.
Industrial Uses	\$0.087/S.F.
Institutional Uses	\$0.105/S.F.

**Ontario Ranch – Local Adjacent Sewer Collection  
Development Impact Fees by Land Use**

Proposed Land Use	Impact Fee per Unit or S.F.
Detached Dwellings	\$ 541/Unit
Attached Dwellings	\$ 410/Unit
High Density Dwellings	\$ 248/Unit
Commercial Lodging Units	\$ 316/Unit
Retail/Services Uses	\$0.116/S.F.
Office Uses	\$0.203/S.F.
Business Park Uses	\$0.134/S.F.
Industrial Uses	\$0.131/S.F.
Institutional Uses	\$0.157/S.F.

**Ontario Ranch - Solid Waste Collection  
Development Impact Fees by Land Use**

Proposed Land Use	Impact Fee per Unit or S.F.
Detached Dwellings	\$ 699/Unit
Attached Dwellings	\$ 509/Unit
High Density Dwellings	\$ 255/Unit
Commercial Lodging Units	\$ 173/Unit
Retail/Services Uses	\$0.126/S.F.
Office Uses	\$0.084/S.F.
Commercial/Restaurants	\$0.610/S.F.
Business Park Uses	\$0.224/S.F.
Industrial Uses	\$0.098/S.F.
Institutional Uses	\$0.175/S.F.

**Ontario Ranch - General Facilities, Vehicles and Equipment  
Development Impact Fees by Land Use**

Proposed Land Use	Impact Fee Per Unit or S.F.
Detached Dwellings	\$ 610/Unit
Attached Dwellings	\$ 127/Unit
High Density Dwellings	\$ 93/Unit
Commercial Lodging Units	\$ 86/Unit
Retail/Services Uses	\$0.105/S.F.
Office Uses	\$0.083/S.F.
Business Park Uses	\$0.186/S.F.
Industrial Uses	\$0.086/S.F.
Institutional Uses	\$0.172/S.F.

**Ontario Ranch - Library Facilities and Collection  
Development Impact Fees by Land Use**

Residential Land Use	Impact Fee Per Unit
Detached Dwellings	\$1,270/Unit
Attached Dwellings	\$1,126/Unit
High Density Dwellings	\$ 891/Unit

**Ontario Ranch - Public Meeting Facilities  
Development Impact Fees by Land Use**

Residential Land Use	Impact Fee Per Unit
Detached Dwellings	\$1,386/Unit
Attached Dwellings	\$1,228/Unit
High Density Dwellings	\$ 972/Unit

**Ontario Ranch - Development Impact Fees Aquatics Facilities  
Development Impact Fees by Land Use**

Residential Land Use	Impact Fee Per Unit
Detached Dwellings	\$93/Unit
Attached Dwellings	\$83/Unit
High Density Dwellings	\$65/Unit

**Ontario Ranch – Park  
Development Impact Fees by Land Use**

Residential Land Use	Impact Fee Per Unit
Detached Dwellings	\$13,143/Unit
Attached Dwellings	\$11,649/Unit
High Density Dwellings	\$ 9,218/Unit



**Ontario Ranch Only – Species, Habitat Conservation and Open Space Mitigation  
Development Impact Fees, per Acre  
(TO BE PAID BY DEVELOPER AS A CONDITION OF ISSUANCE OF  
GRADING PERMIT)**

Proposed Land Use	Mitigation Impact Fee per Acre
Detached Dwellings	\$4,320/Acre
Attached Dwellings	\$4,320/Acre
High Density Dwellings	\$4,320/Acre
Commercial Lodging Units	\$4,320/Acre
Retail/Services Uses	\$4,320/Acre
Office Uses	\$4,320/Acre
Business Park Uses	\$4,320/Acre
Industrial Uses	\$4,320/Acre
Institutional Uses	\$4,320/Acre

**Ontario Ranch Only – Regional Fiber Optic Communication System  
Development Impact Fees**

Proposed Land Use	Impact Fee per Unit or S.F.
Detached Dwellings	\$ 583/Unit
Attached Dwellings	\$ 583/Unit
High Density Dwellings	\$ 583/Unit
Commercial Lodging Units	\$ 132/Unit
Retail/Services Uses	\$0.106/S.F.
Office Uses	\$0.177/S.F.
Business Park Uses	\$0.082/S.F.
Industrial Uses	\$0.053/S.F.
Institutional Uses	\$0.182/S.F.

**Ontario Ranch Only – Local Adjacent Fiber Optic Communication System  
Development Impact Fees\***

Proposed Land Use	Impact Fee per Unit or S.F.
Detached Dwellings	\$1,360/Unit
Attached Dwellings	\$1,360/Unit
High Density Dwellings	\$1,360/Unit
Commercial Lodging Units	\$ 309/Unit
Retail/Services Uses	\$0.247/S.F.
Office Uses	\$0.412/S.F.
Business Park Uses	\$0.190/S.F.
Industrial Uses	\$0.124/S.F.
Institutional Uses	\$0.426/S.F.

***\*See Resolution Section 4. for discount provisions for residential units for a three-year period expiring October 17, 2020.***

# CITY OF ONTARIO

Agenda Report  
September 17, 2019

SECTION:  
PUBLIC HEARINGS

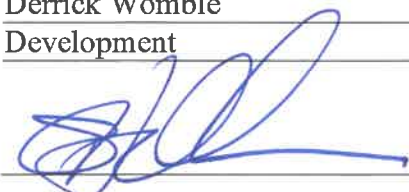
**SUBJECT:** A PUBLIC HEARING TO CONSIDER AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT (FILE NO. PDA19-002) BETWEEN THE CITY OF ONTARIO AND SLV LC CENTER, LLC; HCW LC CENTER, LLC; STRACK FARMS LAND, LLC; RHV EDISON AVENUE, LLC; MV EDISON AVENUE, LLC; AND EPC HOLDINGS 938, LLC, TO ESTABLISH THE TERMS AND CONDITIONS FOR THE DEVELOPMENT OF TENTATIVE TRACT MAP 20157 (FILE NO. PMTT18-002), FOR PROPERTY LOCATED AT THE SOUTHEAST CORNER OF MILL CREEK AVENUE AND OLD EDISON ROAD WITHIN PLANNING AREAS 1 THROUGH 4 (RD-4, RD-6, RD-7, AND RD-8) OF THE ESPERANZA SPECIFIC PLAN (APNS: 0218-252-07, 0218-252-08, 0218-252-09, AND 0218-252-10)

**RECOMMENDATION:** That the City Council introduce and waive further reading of an ordinance approving the Development Agreement (File No. PDA19-002) between the City of Ontario and SLV LC Center, LLC; HCW LC Center, LLC; Strack Farms Land, LLC; RHV Edison Avenue, LLC; MV Edison Avenue, LLC; and EPC Holdings 938, LLC, to establish the terms and conditions for the development of Tentative Tract Map 20157 (File No. PMTT18-002).

**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 not have an immediate impact on the City's budget. The Development Agreement will provide funding from the formation of a Community Facilities District (CFD) for City services and facilities required to support the Esperanza Specific Plan development, thereby mitigating the increased costs associated with such services. In addition, the City will receive public service funding fees plus development impact, compliance processing, licensing, and permitting fees.

**STAFF MEMBER PRESENTING:** Scott Murphy, AICP, Executive Director Development Agency

Prepared by: Derrick Womble  
Department: Development  
City Manager Approval: 

Submitted to Council/O.H.A. 09/17/2019  
Approved: \_\_\_\_\_  
Continued to: \_\_\_\_\_  
Denied: \_\_\_\_\_

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**BACKGROUND:** On February 6, 2007, the City Council adopted the Esperanza Specific Plan, File No. PSP05-002 (“Specific Plan”) and certified the Environmental Impact Report (EIR) for the Specific Plan. The Specific Plan establishes the land use designations, development standards, design guidelines, and infrastructure improvements for 223 acres of land, which includes the potential development of 1,410 dwelling units, landscaped neighborhood edges, parks, and proposed elementary school.

The Ontario Ranch financial commitments required for construction of properties within a specific plan are substantial. Therefore, in order to adequately forecast these costs and gain assurance that the project may proceed under the existing policies, rules, and regulations, SLV LC Center, LLC; HCW LC Center, LLC; Strack Farms Land, LLC; RHV Edison Avenue, LLC; MV Edison Avenue, LLC; and EPC Holdings 938, LLC (collectively “Owner”) have requested that the City enter into negotiations to create a Development Agreement.

In accordance with California Government Code Section 65865, which in part states that that “[a]ny city... may enter into a Development Agreement with any person having a legal or equitable interest in real property for the development of such property...” and California Government Code Section 65865.52, which in part states that “a Development Agreement shall specify the duration of the Agreement, the permitted uses of the property... and may include conditions, terms, restrictions...,” the City of Ontario adopted Resolution No. 2002-100 setting forth the procedures and requirements for consideration of Development Agreements. Furthermore, the Financing and Construction Agreement with the NMC Builders, LLC (NMC Builders), requires those developments wishing to use the infrastructure it created to enter into Development Agreements with the City of Ontario. Pursuant to these procedures and requirements, staff entered into negotiations with the Owner to create a Development Agreement for consideration by the Planning Commission and City Council.

The proposed Development Agreement is based upon the model Development Agreement that was developed in coordination with the City Attorney and legal counsel for NMC Builders, LLC. This model Development Agreement is consistent with the provisions of the Construction Agreement. The terms of the agreement between NMC Builders, LLC, members requires that members of the LLC enter into Development Agreements that are consistent with the provisions of the Construction Agreement.

The Development Agreement proposes to include 81.35 acres of land within Planning Areas 1 through 4 (RD-4, RD-6, RD-7, and RD-8) of the Specific Plan, as shown on the attached Exhibit “A”. The Development Agreement grants the Owner a vested right to develop Tentative Tract Map 20157, as long as the Owner complies with the terms and conditions of the Specific Plan and EIR.

Tentative Tract Map 20157 Exhibit “B” is located on the southeast corner of Mill Creek Avenue and Old Edison Road and proposes to subdivide 81.35 acres of land into six (6) numbered lots and five (5) lettered lots for residential, public/private streets, landscaped neighborhood edges, and common open space purposes. Currently, the Owner is proposing to develop only the west half of the project site. The easterly half will become a remainder parcel for future development.

The term of the Development Agreement is for ten (10) years, with a five-year option to extend. 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, and fire, 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.

In considering the application at their meeting on August 27, 2019, the Planning Commission found that the Development Agreement was consistent with State law, The Ontario Plan, and the City's Development Agreement policies, previously approved for Ontario Ranch developments. As a result, the Planning Commission adopted Resolution No. PC19-068 recommending City Council approval of the Development Agreement with a 6-0 vote.

**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 number of dwelling units (432) and overall project density (12.91 du/ac) specified in the Available Land Inventory.

**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.

**ENVIRONMENTAL REVIEW:** The environmental impacts of this project were previously reviewed in conjunction with the Esperanza Specific Plan (File No. PSP05-002), for which an Environmental Impact Report (SCH#2002061047) was adopted by the City Council on February 6, 2007. This Application introduces no new significant environmental impacts. All previously adopted mitigation measures are a condition of project approval and are incorporated herein by this reference.

Exhibit "A"

Esperanza Specific Plan Land Use Map

Section 4. LAND USE

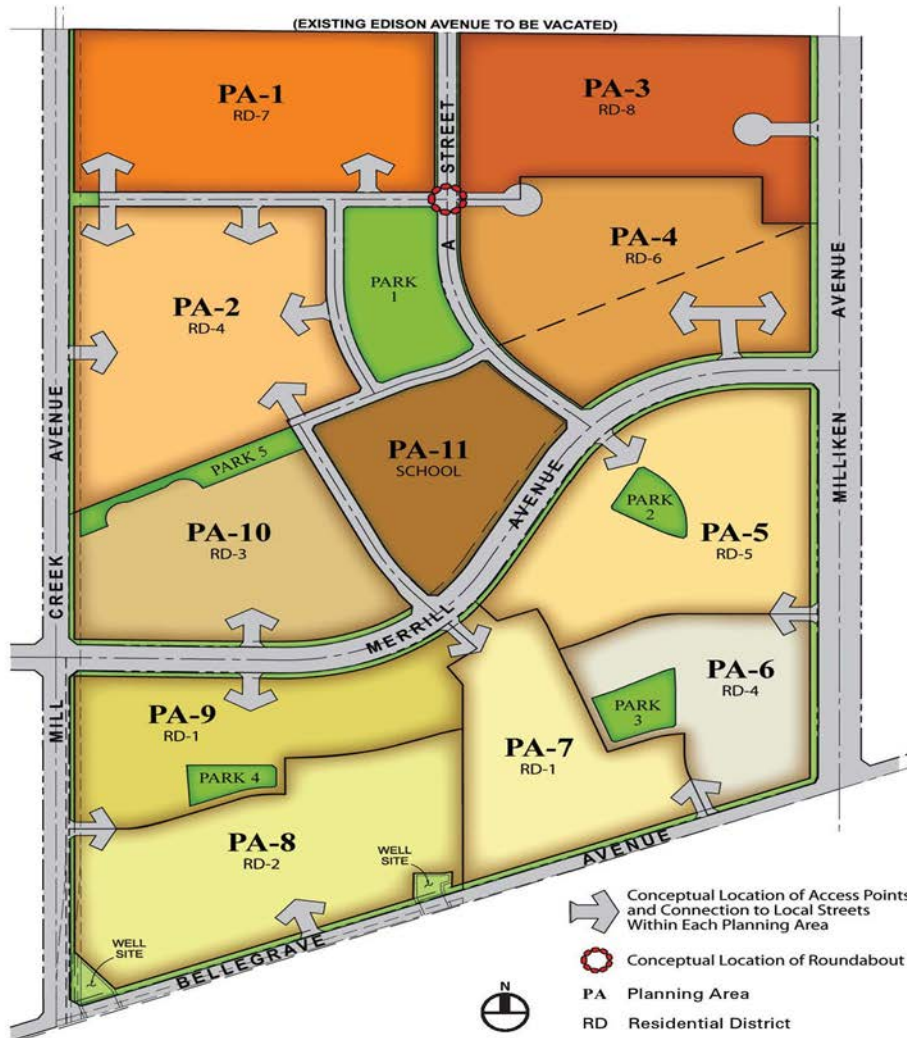
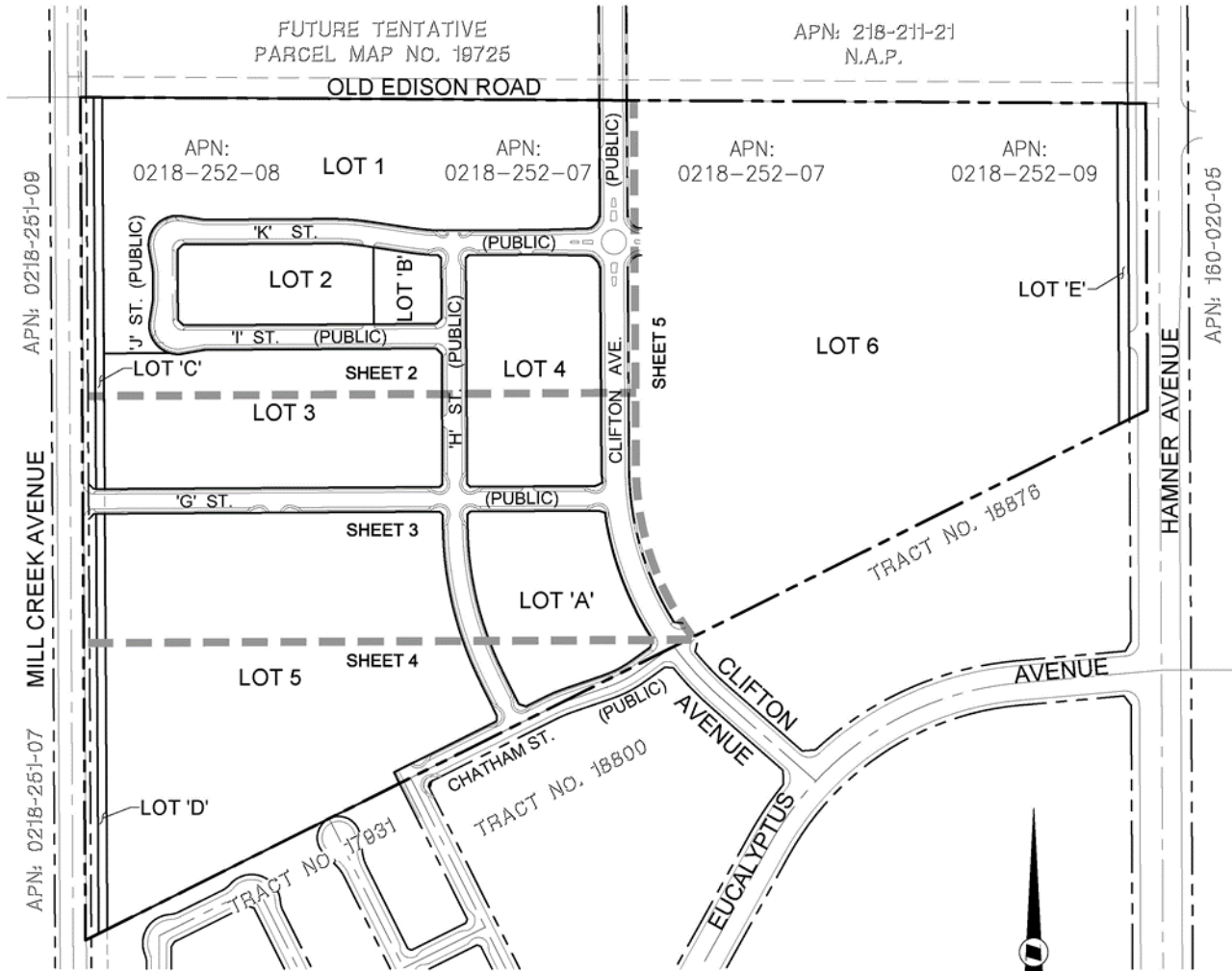


Exhibit 8  
Land Use Plan

Exhibit "B"

# TENTATIVE TRACT MAP NO. 20157

IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO  
STATE OF CALIFORNIA



SHEET INDEX MAP

NOTES:

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PDA19-002, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND SLV LC CENTER, LLC; HCW LC CENTER, LLC; STRACK FARMS LAND, LLC; RHV EDISON AVENUE, LLC; MV EDISON AVENUE, LLC; AND EPC HOLDINGS 938, LLC, TO ESTABLISH THE TERMS AND CONDITIONS FOR THE DEVELOPMENT OF TENTATIVE TRACT MAP 20157 (FILE NO. PMTT18-002), FOR PROPERTY LOCATED AT THE SOUTHEAST CORNER OF MILL CREEK AVENUE AND OLD EDISON ROAD WITHIN PLANNING AREAS 1 THROUGH 4 (RD-4, RD-6, RD-7, AND RD-8) OF THE ESPERANZA SPECIFIC PLAN, AND MAKING FINDINGS IN SUPPORT THEREOF – APNS: 0218-252-07, 0218-252-08, 0218-252-09, AND 0218-252-10.

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 Attachment “A” and incorporated herein by this reference, is the proposed Development Agreement (File No. PDA19-002) between the City of Ontario and SLV LC Center, LLC; HCW LC Center, LLC; Strack Farms Land, LLC; RHV Edison Avenue, LLC; MV Edison Avenue, LLC; and EPC Holdings 938, LLC, to establish the terms and conditions for the development of Tentative Tract Map 20157 (File No. PMTT18-002) located at the southeast corner of Mill Creek Avenue and Old Edison Road 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 December 18, 2006, the Planning Commission of the City of Ontario conducted a duly noticed public hearing and issued Resolution No. PC06-170 recommending City Council certification of the Esperanza Specific Plan EIR (SCH#2002061047) and issued Resolution No. PC06-171 recommending to City Council approval of the Esperanza Specific Plan (File No. PSP05-002); and

WHEREAS, on February 6, 2007, the City Council of the City of Ontario conducted a duly noticed public hearing and adopted Resolution No. 2007-008 certifying the Esperanza Specific Plan EIR (SCH#2002061047), and issued Ordinance 2852 approving the Esperanza Specific Plan (File No. PSP05-002); and

WHEREAS, a Tentative Tract Map 20157 (File No. PMTT18-002) to subdivide 81.35 acres of land into six (6) numbered lots and five (5) lettered lots, has been submitted in conjunction with the subject Development Agreement application; 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, the environmental impacts of this project were previously reviewed in conjunction with the Esperanza Specific Plan EIR (SCH# 2002061047) certified by the City Council on February 6, 2007. This application is consistent with the previously adopted EIR and introduces no new significant environmental impacts. 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. All previously adopted mitigation measures shall be a condition of project approval and are incorporated herein by reference; and

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

WHEREAS, the Project is located within the Airport Influence Area of Ontario International Airport (ONT), which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and is subject to, and must be consistent with, the policies and criteria set forth in the ONT 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;

WHEREAS, on August 27, 2019, the Planning Commission of the City of Ontario conducted a hearing to consider the Project, and concluded said hearing on that date, voting 6-0 to issue Resolution No. PC19-068 recommending the City Council approve the Application; and

WHEREAS, on September 17, 2019, the City Council of the City of Ontario conducted a hearing to consider the Project and concluded said hearing on that date; and

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

NOW, THEREFORE, IT IS HEREBY FOUND, DETERMINED, AND 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 previously reviewed in conjunction with File No. PSP05-002, the Esperanza Specific Plan for which a Certified EIR was adopted by the City Council on February 6, 2007.

(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 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 is consistent with the Housing Element of the Policy Plan (General Plan) component of The Ontario Plan, as the project site is 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, and the proposed project is consistent with the number of dwelling units (432) and overall project density (12.91 du/ac) specified in the Available Land Inventory.

**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 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 81.35 acres of land bounded by Old Edison Road to the north, Eucalyptus Avenue to the south, Hamner Avenue to the east, and Mill Creek Avenue to the west, and is presently vacant and was previously used for agriculture and dairy uses; and

b. The property to the north is located within the Mixed Used zoning designation of the Rich-Haven Specific Plan and is currently vacant. The property to the south is within the Low-Density Residential zoning designation of the Esperanza Specific Plan and is currently developed with single-family residences. The property to the east is located within the City of Eastvale and is currently developed with commercial/industrial uses. The property to the west is within the Agricultural Overlay District and presently used for dairy and agriculture uses; and

c. The Development Agreement establishes parameters for the development of Planning Areas 1 through 4 (RD-4, RD-6, RD-7, and RD-8) of the Esperanza Specific Plan, for residential and public/private streets, landscape neighborhood edges and common open space purposes. The Development Agreement also grants SLV LC Center, LLC; HCW LC Center, LLC; Strack Farms Land, LLC; RHV Edison Avenue, LLC; MV Edison Avenue, LLC; and EPC Holdings 938, 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 Esperanza Specific Plan; and

d. The Development Agreement proposes to include 81.35 acres of land within Planning Areas 1 through 4 (RD-4, RD-6, RD-7, and RD-8) of the Esperanza Specific Plan; and

e. The Agreement grants SLV LC Center, LLC; HCW LC Center, LLC; Strack Farms Land, LLC; RHV Edison Avenue, LLC; MV Edison Avenue, LLC; and EPC Holdings 938, LLC, a vested right to develop Tentative Tract Map 20157, as long as they comply with the terms and conditions of the Esperanza Specific Plan and EIR. The Tentative Tract Map proposes to subdivide 81.35 acres of land into six (6) numbered lots and five (5) lettered lots for residential and public/private streets, landscape neighborhood edges, and common open space purposes; 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 Policy (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 not be materially injurious or detrimental to the adjacent properties and will not have a significant impact on the environment or the surrounding properties. The environmental impacts of this project were previously analyzed in the EIR (SCH#2002061047) prepared for the Esperanza Specific Plan (File No. PSP05-002) and certified by the City Council on February 6, 2007. 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 herein described Development Agreement, attached hereto as "Attachment A," and incorporated herein by this reference.

**SECTION 7. Indemnification.** The Applicant shall agree to defend, indemnify and hold harmless, the City of Ontario or its agents, officers, and employees from any claim, action or proceeding against the City of Ontario or its agents, officers or employees to attack, set aside, void, or annul this approval. The City of Ontario shall promptly notify the applicant of any such claim, action, or proceeding, and the City of Ontario shall cooperate fully in the defense.

**SECTION 8. Custodian of Records.** The documents and materials that constitute the record of proceedings on which these findings have been based are located at the City of Ontario City Hall, 303 East "B" Street, Ontario, California 91764. The custodian for these records is the City Clerk of the City of Ontario.

**SECTION 9. Severability.** If any section, sentence, clause or phrase of this Ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The People of the City of Ontario hereby declare that they would have adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

**SECTION 10. Effective Date.** This Ordinance shall become effective 30 days following its adoption.

**SECTION 11. Publication and Posting.** The Mayor shall sign this Ordinance and the City Clerk shall certify as to the adoption and shall cause a summary thereof to be published at least once, in a newspaper of general circulation in the City of Ontario, California within 15 days following the adoption. The City Clerk shall post a certified copy of this ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_ 2019.

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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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COLE HUBER, 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 September 17, 2019 and adopted at the regular meeting held \_\_\_\_\_, 2019 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)

**ATTACHMENT A:**

**File No. PDA19-002**

**Development Agreement**

**By and Between**

**City of Ontario, a California municipal corporation,**

**and**

**SLV LC Center, LLC, a Florida limited liability company;  
HCW LC Center, LLC, a Florida limited liability company;  
Strack Farms Land, LLC, a Delaware limited liability company;  
RHV Edison Avenue, LLC, a Florida limited liability company;  
MV Edison Avenue, LLC, a Florida limited liability company; and  
EPC Holdings 938, LLC, a Washington limited liability company**

*(Document follows this page)*



**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

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

Exempt from Fees Per Gov. Code § 6301

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Space above this line for Recorder's Use Only

**File No. PDA19-002**

**DEVELOPMENT AGREEMENT**

**By and Between**

**City of Ontario, a California municipal corporation,**

**and**

**SLV LC Center, LLC, a Florida limited liability company;  
HCW LC Center, LLC, a Florida limited liability company;  
Strack Farms Land, LLC, a Delaware limited liability company;  
RHV Edison Avenue, LLC, a Florida limited liability company;  
MV Edison Avenue, LLC, a Florida limited liability company; and  
EPC Holdings 938, LLC, a Washington limited liability company**

\_\_\_\_\_, 2019

**San Bernardino County, California**

## DEVELOPMENT AGREEMENT FILE NO. PDA19-002

This Development Agreement (hereinafter "Agreement") is entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 2019 by and among the City of Ontario, a California municipal corporation (hereinafter "CITY"), and SLV LC Center, LLC, a Florida limited liability company, HCW LC Center, LLC, a Florida limited liability company, Strack Farms Land, LLC, a Delaware limited liability company, RHV Edison Avenue, LLC, a Florida limited liability company, MV Edison Avenue, LLC, a Florida limited liability company, and EPC Holdings 938 LLC, a Washington limited liability company, as tenants in common (hereinafter "OWNER"):

### RECITALS

WHEREAS, CITY is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Section 65864, et seq. of the Government Code; and

WHEREAS, OWNER has requested CITY to enter into a development agreement and proceedings have been taken in accordance with the rules and regulations of CITY; and

WHEREAS, by electing to enter into this Agreement, CITY shall bind future City Councils of CITY by the obligations specified herein and limit the future exercise of certain governmental and proprietary powers of CITY; and

WHEREAS, the terms and conditions of this Agreement have undergone extensive review by CITY and the City Council and have been found to be fair, just and reasonable; and

WHEREAS, the best interests of the citizens of the CITY and the public health, safety and welfare will be served by entering into this Agreement; and

WHEREAS, all of the procedures of the California Environmental Quality Act have been met with respect to the Project and the Agreement in that Esperanza Specific Plan (State Clearinghouse No. 2002061047 (the "FEIR") was certified by the City Council of the City of Ontario on January 16, 2007. 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 Esperanza 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 excess of the generally applicable requirements in order to assure vesting of legal rights to develop the Property in accordance with this Agreement.

WHEREAS, the Property is located in an area of the City of Ontario that has been known as the "New Model Colony" area and the New Model Colony area has now been renamed as "Ontario Ranch."

### COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### 1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. The following terms when used in this Agreement shall be defined as follows:

1.1.1 "Agreement" means this Development Agreement.

1.1.2 "CITY" means the City of Ontario, California, a California municipal corporation.

1.1.3 "Construction Agreement" means that certain Agreement for the Financing and Construction of Phases I and II Infrastructure Improvements to Serve an Easterly Portion of the New Model Colony, entered into between the CITY and NMC Builders as of the 4th day of October, 2005, and all amendments thereto and "Construction Agreement Amendment" means that First Amended and Restated Agreement for the Financing and Construction of Limited Infrastructure Improvements to Serve and Easterly Portion of the New Model Colony entered into between the CITY and NMC Builders as of the 21<sup>st</sup> day of August 2012.

1.1.4 "Development" means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of public infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping. "Development" does not

include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.1.5 "Development Approvals" means all permits and other entitlements for use subject to approval or issuance by CITY in connection with development of the Property including, but not limited to:

- (a) specific plans and specific plan amendments;
- (b) tentative and final subdivision and parcel maps;
- (c) development plan review;
- (d) conditional use permits (including model home use permits), public use permits and plot plans;
- (e) zoning;
- (f) grading and building permits.

1.1.6 "Development Exaction" means any requirement of CITY in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests.

1.1.7 "Development Impact Fee" means a monetary exaction, other than a tax or special assessment, whether characterized as a fee or a tax and whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project, and, for purposes of this Agreement only, includes fees collected under development agreements adopted pursuant to Article 2.5 of the Government Code (commencing with Section 65864) of Chapter 4, For purposes of this Agreement only, "Development Impact Fee" shall not include processing fees and charges imposed by CITY to cover the estimated actual costs to CITY of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued, including, without limitation, fees for zoning variances; zoning changes; use permits; building inspections; building permits; filing and processing applications and petitions filed with the local agency formation commission or conducting preliminary proceedings or proceedings under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Division 3 (commencing with Section 56000) of Title 5 of the Government Code; the processing of maps under the provisions of the Subdivision Map Act, Division 2 (commencing with Section 66410) of Title 7 of the Government Code; or planning services under the authority of Chapter 3 (commencing with Section 65100) of Division 1 of Title 7 of the Government Code, fees and charges as described in Sections 51287, 56383, 57004, 65104, 65456, 65863.7, 65909.5, 66013, 66014, and 66451.2 of the Government

Code, Sections 17951, 19132.3, and 19852 of the Health and Safety Code, Section 41901 of the Public Resources Code, and Section 21671.5 of the Public Utilities Code, as such codes may be amended or superseded, including by amendment or replacement.

1.1.8 “Development Plan” means the Existing Development Approvals and the Existing Land Use Regulations applicable to development of the Property.

1.1.9 “Effective Date” means the date that the ordinance approving this Agreement goes into effect.

1.1.10 “Existing Development Approvals” means all Development Approvals approved or issued prior to the Effective Date. Existing Development Approvals includes the Approvals incorporated herein as Exhibit “C” and all other Approvals which are a matter of public record on the Effective Date.

1.1.11 “Existing Land Use Regulations” means all Land Use Regulations in effect on the 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.

1.1.12 “General Plan” means the General Plan adopted on January 27, 2010.

1.1.13 “Improvement” or “Improvements” means those public improvements required to support the development of the Project as described in the Tract Map conditions for Tract No. 20157 as further described in Exhibits “F-1” through “F-3” (the “Infrastructure Improvements Exhibits”).

1.1.14 “Land Use Regulations” means all ordinances, resolutions, codes, rules, regulations and official policies of CITY governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, timing and phasing of development, the maximum height and size of buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Property. “Land Use Regulations” does not include any CITY ordinance, resolution, code, rule, regulation or official policy, governing:

- (a) the conduct of businesses, professions, and occupations;
- (b) taxes and assessments;
- (c) the control and abatement of nuisances;
- (d) the granting of encroachment permits and the conveyance of similar rights and interests that provide for the use of or the entry upon public property;
- (e) the exercise of the power of eminent domain.

1.1.15 “Mortgagee” means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device lender, and their successors and assigns.

1.1.16 “Model Units” means a maximum of forty- four (44) model units, with a maximum of twenty-two (22) in each Phase, private common recreation facilities and sales facilities constructed by OWNER prior to the construction of any Production units and not offered for sale and occupancy for a period of time after the issuance of permits for Production Units for the respective Phase.

1.1.17 “OWNER” means the persons and entities listed as owner on page 1 of this Agreement and their permitted successors in interest to all or any part of the Property.

1.1.18 “Phase 1 Improvements” means the public infrastructure and improvements that shall be designed, or 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 and as shown in Exhibit F- Phase 1 Improvements.”

1.1.19 “Phase 1 Units” means approximately four-hundred thirty-two (432) units located within the portion of the Project designated in the Conceptual Phasing Plan (Exhibit E) as the Phase 1 Area for which the CITY issues building permits to OWNER and shall include up to twenty-two (22) Model Units and such units are served by the Phase 1 Improvements.

1.1.20 “Phase 2 Improvements” means the public infrastructure and improvements that shall be designed, or designed, constructed and completed by OWNER prior to, and as a condition precedent to, CITY’s issuance of the first building permit for Phase 2 Units and as shown in Exhibit F – Phase 2 Improvements.”

1.1.22 “Phase 2 Units” means approximately two-hundred ninety-six (296) units located within the portion of the Project designated in the Conceptual Phasing Plan (Exhibit E) as the Phase 2 Area for which the CITY issues building permits to OWNER and shall include up to twenty-two (22) Model Units and such units are served by the Phase 2 Improvements.

1.1.23 “Production Unit(s)” means all units constructed for sale and occupancy by OWNER and excludes the specified number of Model Units constructed by OWNER for promotion of sales.

1.1.24 “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.

1.1.25 “Property” means the real property described on Exhibit “A” and shown on Exhibit “B” to this Agreement.

1.1.26 “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.

1.1.27 “Specific Plan” means that certain specific plan adopted by the City Council, and entitled, “Esperanza Specific Plan.”

1.1.28 “Storm Water Treatment Capacity Availability” means a designated portion of the total Storm Water Treatment Capacity Availability made available through the completion of construction of a Phase of regional storm water treatment facilities by the NMC Builders LLC as described in the Construction Agreement Amendment. The amount, in acres, of Storm Water Treatment Capacity Availability required for the issuance of a grading permit shall be based upon the factors and assumptions listed in the Construction Agreement Amendment.

1.1.29 “Subsequent Development Approvals” means all Development Approvals required subsequent to the Effective Date in connection with development of the Property.

1.1.30 “Subsequent Land Use Regulations” means any Land Use Regulations adopted and effective after the Effective Date of this Agreement.

1.1.31 “Water Availability Equivalent (WAE)” means a designated portion of the total Net MDD made available through the construction of each Phase described in the Water Phasing Plan of the Construction Agreement. The number of Water Availability Equivalents (of portions thereof) required for the issuance of each building permit shall be based upon water demand factors and assumptions listed in the Construction Agreement and 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” — Phasing Plan

E-1 – Esperanza Specific Plan Land Use Map

Exhibit “F” — Infrastructure Improvements Exhibits

F-1 - Phase 1 Offsite Infrastructure Improvements

F-2 – Phase 1 Onsite Infrastructure Improvements

F-3 – Phase 2 Offsite Infrastructure Improvements

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. Development of the Property is hereby authorized and shall be carried out only in accordance with the terms of this Agreement.

2.2 Ownership of Property. OWNER represents and covenants that it is the owner of the fee simple title to the Property or a portion thereof or has the right to acquire fee simple title to the Property or a portion thereof from the current owner(s) thereof. To the extent OWNER does not own fee simple title to the Property, OWNER shall obtain written consent from the current fee owner of the Property agreeing to the terms of this Agreement and the recordation thereof.

2.3 Term. The term of this Agreement shall commence on the Effective Date and shall continue for an initial term of ten (10) years thereafter unless this term is modified or extended pursuant to the provisions of this Agreement. The term of this Agreement may be extended for an additional five (5) years following expiration of the initial ten (10) year term, provided the following have occurred:

(a) OWNER provides at least 180 days written notice to CITY prior to expiration of the initial term; and

(b) In non-mixed use and residential use only projects, the OWNER shall have obtained, as applicable, building permits for at least seventy percent (70%) 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. 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.

(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. To the extent any future amendment to the Construction Agreement 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.

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, CA 91764

with a copy to:

Scott Huber, City Attorney  
Cole Huber, LLP  
2261 Lava Ridge Court  
Roseville, CA 91761

If to OWNER:

Richland Communities  
3161 Michelson Drive, Suite 425  
Irvine, CA 92612  
Attn: Mike Byer  
Email: mbyer@richlandcommunities.com  
Phone: (949) 383-4137  
Fax: (949) 261-7016

with a copy to:

Richland Legal Department  
3161 Michelson Drive, Suite 425  
Irvine, CA 92612  
Attn: John Troutman  
Email: jtroutman@richlandinvestments.com  
Phone: (949) 383-4131  
Fax: (949) 261-7013

(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 Ca1. 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 Requirement for Public Infrastructure Improvements. Development of the Property is contingent in part on the phasing of area-wide infrastructure improvements over which the OWNER has control. The issuance of building permits by CITY for Model Units and Production Units is, in general, contingent on OWNER's completion of needed infrastructure improvements and the availability of improvements and services to serve the Property.

3.4.1 Attached hereto as Exhibit "F" is a description of the infrastructure improvements needed for the development of the Property ("the Infrastructure Improvement Exhibit").

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 twenty-two (22) Model Units per Phase, private common recreation facilities and sales facilities. CITY may issue a maximum of twenty-two (22) building permits per Phase for Model Units in addition to private common recreation facilities and sales facilities. The plan to be submitted by OWNER for CITY approval shall describe the utilities and other infrastructure necessary to provide sufficient fire protection

and other public health and safety requirements for the Model Units and other facilities.

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,
  - (b) Increase the density or intensity of use of the Property as a whole;
- or,
- (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 construction of master planned storm drain improvements in Mill Creek Avenue from Ontario Ranch Road to the point of connection in Bellegrave Avenue, and in Eucalyptus Avenue from Mill Creek Avenue to Hamner Avenue (Phase 1), and in Hamner Avenue from the northeast Property line to the southeast Property line, as described in Exhibits F-1 through F-3. OWNER shall be responsible for the design, construction, and completion of the required master planned storm drain improvements as shown in Exhibits F-1 through F-3. OWNER agrees that no building permits shall be issued by CITY for Phase 1 Production Units prior to, and as a condition precedent to the completion of the storm drain improvements from Bellegrave Avenue to Old Edison Avenue, as described in Exhibit F-1. OWNER agrees that the remaining Phase 1 storm drain improvements from Old Edison Avenue to Ontario Ranch Road, as shown in Exhibit F-1, shall be constructed and completed prior to, and as a condition precedent to CITY issuance of the 101<sup>st</sup> Production Unit building permit for Phase 1 Units. OWNER also agrees that no Production Unit building permits shall be issued by the CITY for the Phase 2 Units prior to, and as a condition precedent to, the completion of the storm drain improvements as described in Exhibit F-3.

3.7.2 OWNER agrees that development of the Project shall require the construction of Master Planned street improvements on Mill Creek Avenue and Hamner Avenue, including signalization as described in Exhibits F-1 through Exhibit F-3.

3.7.2.1 Street Improvements Phasing. OWNER shall design, construct and complete Street Improvements as described in Exhibits F-1 through F-3. The Street Improvements as shown on Exhibits F-1 and F-2 shall be completed prior to, and as a condition precedent to OWNER requesting the issuance of the first Production Permit for the Phase 1 Units. The Street Improvements as shown on Exhibits F-3 shall be completed prior to, and as a condition precedent to OWNER requesting the issuance of the first Production Permit for the Phase 2 Units. OWNER shall be required to



design, construct, and complete the Mill Creek Avenue street improvements which shall consist of full circulation lanes and median between the southerly Property line to Bellegrave Avenue, plus full improvements along Project frontage from the southerly Property line to Old Edison Avenue, and in Eucalyptus Avenue from Mill Creek Avenue to Hamner Avenue, as shown in Exhibit F-1, prior to and as a condition precedent to OWNER requesting the first Production Unit building permit for Phase 1 Units. OWNER shall complete the construction of the remaining Mill Creek Street Improvements, which shall consist of full circulation lanes and median improvements from Old Edison Avenue to Ontario Ranch Road as shown in Exhibit F-1, prior to and as a condition precedent to OWNER requesting issuance of the 101<sup>st</sup> Production Unit building permit for Phase 1 Units. OWNER shall also be required to design, construct, and complete the Hamner Avenue street improvements, as shown on Exhibit F-3, prior to and as a condition precedent to OWNER requesting the first Production Unit building permit for Phase 2 Units.

3.7.3 OWNER agrees that development of the Property shall require the extension of permanent master planned water and recycled water utility infrastructure for each Phase as described in Exhibits F-1 consisting generally of the construction of the extension of permanent master planned water and recycled water utility improvements to serve the respective Phase of the Property. OWNER agrees that no building permits shall be issued by CITY for Phase 1 Units prior to, and as a condition precedent to the completion of the water and recycled water Improvements in Mill Creek Avenue, from Bellegrave Avenue to Old Edison Avenue, and in Eucalyptus Avenue from Archibald Avenue to Hamner Avenue. OWNER shall also be required to complete the designs and construction of the remaining water and recycled water improvements from Old Edison Avenue to Ontario Ranch Road, as shown in Exhibit F-1, prior to and as a condition precedent, to OWNER requesting the 101<sup>st</sup> Production Unit building permit for a Phase 1 Units. OWNER also agrees that no building permits shall be issued by the CITY for the Phase 2 Units prior to, and as a condition precedent to the completion of the water and recycled water Improvements in Hamner Avenue from Ontario Ranch Road to Eucalyptus Avenue, as described in Exhibit F-3. OWNER also agrees that recycled water shall be available and utilized by OWNER for all construction-related water uses including prior to, and during any grading of the Property.

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 Haven Avenues to be constructed by CITY. These master planned recycled water Improvements shall also serve the Project. OWNER shall deposit, with NMC Builders an amount equal to the OWNER's capital contribution for the design and construction of the remaining NMC Builders portion of the recycled water improvements in Haven Avenues known as the "remainder of the Phase 2 Recycled Water Improvements" within thirty (30) days after CITY requests funds from NMC Builders for the remainder of the project. If

OWNER has not deposited such amount, with NMC Builders within thirty (30) days after CITY requests such funds from NMC Builders, then CITY shall be entitled to withhold issuance of any further permits (whether discretionary or ministerial) for the Project unless and until OWNER deposits the amount of OWNER's capital contribution with NMC Builders for the remainder of the funding requested by CITY from NMC Builders for the construction of the remaining NMC Builders portion of the Phase 2 Recycled Water System Improvements.

3.7.5 OWNER shall be required to design, construct, and complete construction of the Mill Creek Avenue sewer improvements, as shown in Exhibit F-1, in Bellegrave Avenue from Haven Avenue to Mill Creek Avenue, and in Mill Creek Avenue from Bellegrave Avenue to Old Edison Avenue, and in Eucalyptus Avenue from Mill Creek Avenue to Hamner Avenue, prior to and as a condition precedent to OWNER requesting the first Production Unit building permit for Phase 1 Units. OWNER shall also be required to design, construct, and complete construction of the remaining sewer improvements from Old Edison Avenue to Ontario Ranch Road, as shown in Exhibit F-1, prior to and as a condition precedent to OWNER requesting the 101<sup>st</sup> Production Unit building permit for Phase 1 Units. The Mill Creek Avenue sewer improvements shall consist of project frontage improvements and off-site improvements south of the Project to the point of connection existing at the time of construction south of the project boundary, as described in Exhibit F-1.

3.7.6 OWNER agrees that development of the Property shall require the extension of permanent master planned fiber optic communications infrastructure, at OWNER's sole cost and expense, as described in the attached Exhibits F- 1 through Exhibit F-3, consisting generally of the construction of the extension of fiber optic communications infrastructure to serve the respective Phase of the Property to the nearest point of connection. Owner agrees that no building permits shall be issued by CITY for Phase 1 Production Units prior to, and as a condition precedent to the completion of the fiber optic communications infrastructure as described in Exhibits F-1. OWNER also agrees that no Production building permits shall be issued by the CITY for the Phase 2 Units prior to, and as a condition precedent to, the completion of the fiber optic communications infrastructure as described in Exhibit F-3.

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 to construct any public improvement on land not owned by OWNER ("Offsite Improvements"), the CITY and OWNER shall cooperate in acquiring the necessary legal interest ("Offsite Property") in accordance with the procedures set forth in Section 2.4 of the Construction Agreement. This section 3.8 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, 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 owner of the Non-Construction Agreement Offsite Property. At any time within that fifteen (15) day period, OWNER may, at its option, notify CITY that it wants CITY to cease all acquisition proceedings with respect to that Non-Construction Agreement Offsite Property, whereupon CITY shall cease such proceedings. CITY shall provide written notice to OWNER no later than fifteen (15) days prior to the date of the hearing on CITY'S intent to consider the adoption of a resolution of necessity as to any Non-Construction Agreement Offsite Property. At any time within that fifteen (15) day period, OWNER may, at its option, notify CITY that it wants CITY to cease condemnation proceedings, whereupon CITY shall cease such proceedings. If OWNER does not notify CITY to cease condemnation proceedings within said fifteen (15) day period, then the CITY may proceed to consider and act upon the Non-Construction Agreement Offsite Property resolution of necessity. If CITY adopts such resolution of necessity, then CITY shall diligently institute condemnation proceedings and file a complaint in condemnation and seek an order of immediate possession with respect to the Non-Construction Agreement Offsite Property.

3.9 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.

4.2.2 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 (Ontario Plan) 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 Lots A through B within Tract 20157 of 4.13 net acres combined shall satisfy OWNER's additional park development requirement. 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 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 Phase of the Project as described in this Agreement and as shown on the attached 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 and Tract Map conditions, all other required improvements and all other conditions or requirements of Tract Map 20157 shall be completed and operational prior to, and as a condition precedent to, CITY's granting of a building permit for Phase 1 Units. Additionally, unless otherwise specified in a Subdivision Agreement/Tract Map conditions, all other required improvements and all other conditions for Tract Map 20157 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 the Phase 2 area of the Property.

4.3.1.1 Subject to the provisions of Section 3.7 above, OWNER shall design, construct and complete all public infrastructure from Bellegrave Avenue to Old Edison Avenue, required for Phase 1 of the Project as shown on Exhibit F-1 prior to, and as a condition precedent to, CITY's issuance of the first building permit for Production Units for the Property. OWNER shall also, design, construct, and complete all remaining public infrastructure from Old Edison Avenue to Ontario Ranch Road, required for Phase 1, as shown on Exhibit F-1 prior to, and as a condition precedent to, CITY's issuance of the 101<sup>st</sup> building permit for Production Units for the Property.

4.3.1.2 OWNER shall design, construct and complete all public infrastructure for Phase 2 as shown in Exhibit F-3, prior to, and as a condition precedent to, CITY's issuance of any building permits for any Production Units in the portion of the Project designated as the Phase 2 area on the Conceptual Phasing Plan (Exhibit E). Unless otherwise

specified in a Subdivision Agreement and Tract Map conditions, all other required improvements and all other conditions or requirements Tract Map 20157 shall be completed and operational prior to, and as a condition precedent to, CITY's granting of a building permit for any Phase 2 Units.

4.3.1.3 OWNER shall also be responsible to pay their fair share contribution, equivalent to twenty-five percent (25%) of the CITY's estimated cost for the design and construction of two (2) non-DIF traffic signals at Clifton Avenue and Eucalyptus Avenue, and at Amherst Avenue and Eucalyptus Avenue. CITY shall provide OWNER with the estimated costs of the two (2) non-DIF traffic signals improvements and OWNER shall make such fair share contribution payment to CITY, prior to and as a condition precedent to, CITY's issuance of the first building permit for Production Units. If OWNER constructs Eucalyptus Avenue as a second point of access, the OWNER shall conduct a warrant analysis to determine the timing of the installation of the traffic signal at Clifton Avenue and Eucalyptus Avenue.

4.3.2 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 or as a merchant builder to offset OWNER's DIF payment obligations shall also be subject to the provisions of the Construction Agreement 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 between CITY and NMC Builders LLC, 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 4.4.2 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 Sixty-One Cents (\$2.61) per square foot of residential development within OWNER’s Project or, if pre-paid as set forth below, Two Dollars Twenty-Eight Cents (\$2.28) 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, Fifty-Three Cents (\$2.61) and the Two Dollars Twenty-One Cents (\$2.28) per square foot amounts shall automatically be increased annually, commencing on July 1, 2020, 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 applicable 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 applicable 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), shall satisfy its new school obligations. The new

school obligations for the Mountain View School District in the Ontario Ranch 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 Ontario Ranch 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 any of the following or any combination thereof: (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 4.4.1.

#### 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 Two Thousand Forty-Eight dollars (\$2,048) 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 the 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 One Thousand Twenty-Four Dollars (\$1,024) per residential dwelling unit. The First Installment shall be based upon the "**Maximum Development Density**" of the OWNER Project, as defined in Section 3.7.2.3 of the First Amended and Restated Construction Agreement. The First Installment shall be due and payable 30 days following the effective date of this Development Agreement.

If the First installment amount is not paid for all residential dwelling units within the Project (based on the Maximum Development Density, or the number of units described on "B Maps" if approved) by January 1, 2020, the amount of the First Installment shall be increased. Such increase 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. Additionally, the amount shall be further increased automatically by the percentage increase in the Consumer Price Index (Los Angeles-Anaheim-Riverside) on each January 1 thereafter.

4.6.2.2 Second Installment (Residential Uses). The Second Installment of the Public Services Funding Fee shall be One Thousand Twenty-Four Dollars (\$1,024) 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, 2020. 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 31st, 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 Sixty-One Cents (\$0.61) 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, 2020. OWNER may exercise the option to pay any single installment amounts for the remainder of the non-residential square footage within the Project on or before December 31st, before the Single Installment amount is automatically increased.

#### 4.7 Net MDD/Water Availability Equivalents.

4.7.1 Effectiveness of the Agreement. Notwithstanding anything else set forth in this Agreement, CITY and OWNER each acknowledge, confirm, and agree, that (i) the City approval of this Agreement and (ii) the effectiveness of this Agreement, in each case, is conditioned upon OWNER's admission to NMC Builders LLC as a "Member" thereof pursuant to the terms and conditions of the operating agreement of NMC Builders. OWNER and CITY agree that if OWNER is not already a Member of NMC Builders LLC, OWNER shall become a Member of NMC Builders LLC within 30 days of the effective date of this Agreement.

4.7.2 Assigned Net MDD/Water Availability Equivalents. OWNER acknowledges that the City has agreed with NMC Builders LLC 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 LLC. NMC Builders has assigned to OWNER its allocable share of the Net MDD issued by City. The provisions of the Construction Agreement Amendment require that the City shall not approve a final tract map or issue building permits or certificates of occupancy for the area of development within Ontario Ranch served by the water system improvements funded by NMC Builders LLC, except to the bearer of an Assignment of Net MDD Water Availability.

4.7.3 Use of Assigned Net MDD Water Availability. OWNER shall provide evidence of sufficient Net MDD Water Availability Equivalents (or portions thereof) prior to and as a condition precedent to, the City's approval of any and all tract maps for the Property. The amount of Net MDD Water Availability Equivalents required for City's approval of a tract 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.

4.7.4 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 an 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.

#### 4.8 Storm Water Capacity Availability.

4.8.1 Requirement for Storm Water Treatment Capacity Availability. OWNER shall provide evidence of sufficient Storm Water Treatment Capacity Availability as reserved in a Certificate of Storm Water Treatment Capacity Availability the same manner and subject to the same limitations as provided for the assignment of Certificates of Net MDD Availability in Section 4.7 of this Agreement.

4.8.2 Use of Storm Water Treatment Capacity Availability. The amount of Storm Water Treatment Capacity Availability required for the issuance of a grading permit to OWNER shall be based upon the Net Residential Acreage of the area to be graded regardless of the corresponding use.

4.8.3 Requirement for other Storm Water Improvements. The Certificate of Storm Water Treatment Capacity Availability is evidence only of available storm water treatment capacity and does not satisfy any other conditions applicable to a particular development project, including those relating to on-site water treatment, water quality, connection to the storm water collection system, or other public infrastructure requirements.

4.9 Maintenance of Open Space. OWNER shall provide for the ongoing maintenance of all park, common areas and open space areas within the Project as more particularly set forth in the Specific Plan, through a homeowners' association as approved by the CITY. Covenants, conditions and restrictions establishing any homeowners' association shall be approved by the Planning Director and City Attorney.

4.10 Compliance with Public Benefits Requirements.

4.10.1 Failure to Provide Public Benefits. In the event OWNER fails or refuses to comply with any condition referenced in Section 4.1 through 4.10, 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 and to acquire other public facilities constructed by OWNER subject to the provisions of the Memorandum of Agreement between CITY and NMC Builders LLC. Notwithstanding such reimbursements and acquisitions, OWNER shall remain entitled to DIF Credits as provided for in Article 3 of the Construction Agreement and/or as provided for in a separate Fee Credit Agreement between CITY and OWNER. OWNER agrees that, prior to the recordation of any Tract Map for the Property, the Property shall be included in a CFD to finance City services through annual special taxes that shall initially be \$1,687.00 per Single Family Detached Dwelling Unit, \$1,462.00 per Multiple-Family Dwelling Unit, \$1,226.00 per Gated Apartment Community Dwelling Unit, and \$.31 per square foot for Non-Residential buildings for the CITY's fiscal year 2019-20. These amounts shall be subject to an automatic increase at a rate not to exceed four (4%) percent per year. Depending on the fiscal year that the CFD is formed and the CFD tax is levied, the annual special taxes may be higher. CITY shall be the sole and exclusive lead agency in the formation of any CFD, assessment district or other public financing mechanism within the Property; provided however, that the proceeds of any such CFD, assessment district, or financing mechanism may be used, subject to restrictions that may be imposed by applicable law, for the purposes of acquiring, constructing or maintaining public facilities to be owned or operated by other public agencies, including, without limitation those facilities owned or operated by a school district. In addition to the rights of the CITY pursuant to section 5.2 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. OWNER shall be entitled to initiate up to one additional Periodic Review each calendar year in order to demonstrate good faith compliance by the OWNER to any third party. 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"**

SLV LC Center, , LLC, a  
Florida limited liability company,

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

Name:

Its: \_\_\_\_\_

Date: \_\_\_\_\_

HCW LC Center, LLC, a  
Florida limited liability company

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

Name:

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Strack Farms Land, LLC,  
a Delaware limited liability company

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

Name:

Its: \_\_\_\_\_

Date: \_\_\_\_\_

RHV Edison Avenue, LLC,  
a Florida limited liability company,

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

Name:

Its: \_\_\_\_\_

Date: \_\_\_\_\_



MV Edison Avenue, LLC,  
a Florida limited liability company

By: \_\_\_\_\_  
Name:  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

EPC Holdings 938 LLC,  
a Washington limited liability company

By: \_\_\_\_\_  
Name:  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**"CITY"**

CITY OF ONTARIO

By: \_\_\_\_\_  
Scott Ochoa  
City Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk, Ontario

APPROVED AS TO FORM:  
COLE HUBER, LLP

\_\_\_\_\_  
City Attorney

**ACKNOWLEDGEMENT**

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

STATE OF CALIFORNIA )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_,  
*Date* *Insert Name and Title of the Officer*

personally appeared \_\_\_\_\_  
*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
*Signature of Notary Public*

*Place Notary Seal Above*

**ACKNOWLEDGEMENT**

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*Name(s) of Signer(s)*

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*Place Notary Seal Above*

**ACKNOWLEDGEMENT**

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

STATE OF CALIFORNIA )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_,  
*Date* *Insert Name and Title of the Officer*

personally appeared \_\_\_\_\_  
*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
*Signature of Notary Public*

*Place Notary Seal Above*



**EXHIBIT "A"**  
**TO DEVELOPMENT AGREEMENT**

**Legal Description of Property**

Real property in the City of Ontario, County of San Bernardino, State of California, described as follows:

PARCEL 1: (APN: PORTION OF 0218-252-08-0-000)

THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THE EASTERLY 390.07 FEET AS MEASURED ALONG THE NORTHERLY LINE. ALSO EXCEPT THE WESTERLY 30 FEET LYING WITHIN CLEVELAND AVENUE. ALSO EXCEPT THAT PORTION CONVEYED TO THE CITY OF ONTARIO, A MUNICIPAL CORPORATION BY DEED RECORDED APRIL 3, 2009 AS INSTRUMENT NO. 2009-0141620 OF OFFICIAL RECORDS.

PARCEL 2: (APN: PORTION OF 0218-252-08-0-000)

GOVERNMENT LOT NO. 2 OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THE WESTERLY 30 FEET LYING WITHIN CLEVELAND AVENUE.

ALSO EXCEPT THE EASTERLY 390.07 FEET AS MEASURED ALONG THE NORTHERLY LINE OF SAID GOVERNMENT LOT NO. 2.

ALSO EXCEPT THAT PORTION CONVEYED TO THE CITY OF ONTARIO, A MUNICIPAL CORPORATION BY DEED RECORDED APRIL 3, 2009 AS INSTRUMENT NO. 2009-0141620 OF OFFICIAL RECORDS.

PARCEL 3: (APN: 0218-252-09-0-000)

ALL OF GOVERNMENT LOT NO. 3 OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THE EAST 30 FEET LYING WITHIN ADAMS AVENUE.

**EXHIBIT "A" CONTINUED  
TO DEVELOPMENT AGREEMENT**

**Legal Description of Property**

ALSO EXCEPT THE WESTERLY 390.57 FEET AS MEASURED ALONG THE NORTHERLY LINE OF SAID LOT NO. 3.

PARCEL 4: (APN: PORTION OF 0218-252-07-0-000)

THE EASTERLY 390.07 FEET, AS MEASURED ALONG THE NORTH LINE, OF THE NORTHWEST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT SURVEY, TOGETHER WITH THE EASTERLY 390.07 FEET, AS MEASURED ALONG THE NORTHERLY LINE, OF GOVERNMENT LOT NO. 2 OF SAID SECTION 13.

EXCEPT THE SOUTHERLY 45.00 FEET OF THE NORTHERLY 75.00 FEET OF THE EASTERLY 40.00 FEET OF SAID NORTHWEST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SAID SECTION 13.

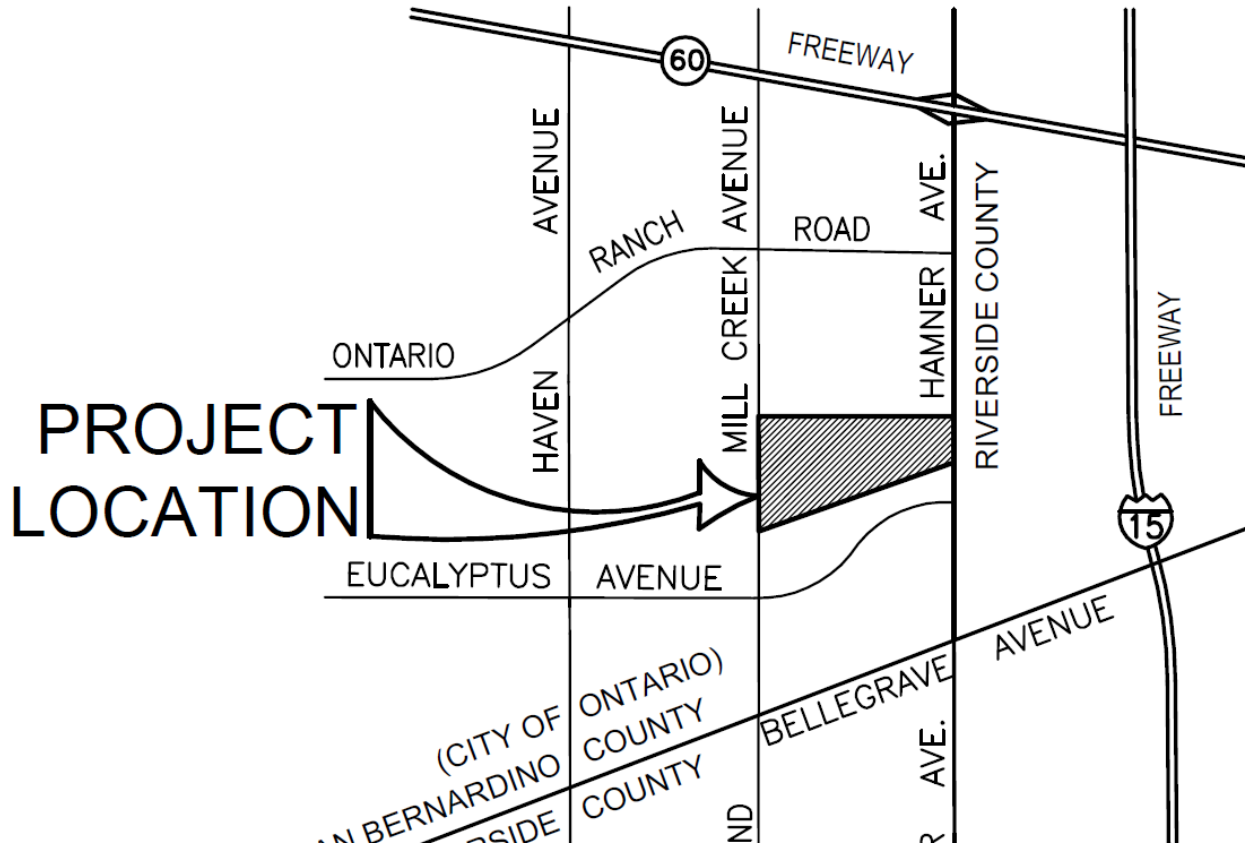
PARCEL 5: (APN: PORTION OF 0218-252-07-0-000)

THE WESTERLY 390.57 FEET, AS MEASURED ALONG THE NORTHERLY LINE OF GOVERNMENT LOT NO. 3, SECTION 13, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT SURVEY.

EXCEPT THE WESTERLY 10 FEET OF THE SOUTHERLY 45.00 FEET OF THE NORTHERLY 75 FEET OF SAID GOVERNMENT LOT NO. 3.

**EXHIBIT "B"**  
**TO DEVELOPMENT AGREEMENT**

**Map showing Property and its location**



**EXHIBIT "C"**  
**TO DEVELOPMENT AGREEMENT**

**Existing Development Approvals**

On December 18, 2006, the Planning Commission:

- a) Issued Resolution No. PC06-170 recommending City Council adopt and certify the Esperanza Environmental Impact Report (SCH#2002061047).
- b) Issued Resolution No. PC06-171 recommending City Council approval of the Esperanza Specific Plan (File No. PSP05-002).

On January 16, 2007, the City Council:

- a) Adopted and certified the Esperanza Environmental Impact Report (SCH#2002061047) and issued Resolution No. 2007-008.

On February 6, 2007, the City Council:

- a) Approved the Esperanza Specific Plan (File No. PSP05-002) and adopted Ordinance No. 2852.

On August 27, 2019, the Planning Commission:

- a) Issued Resolution No. PC19-064 for the approval of Tentative Tract Map 20157 (File No. PMTT18-002).
- b) Issued Resolution No. PC19-068 recommending City Council approval of the Development Agreement (File No. PDA19-002).

**EXHIBIT "D"**  
**TO DEVELOPMENT AGREEMENT**

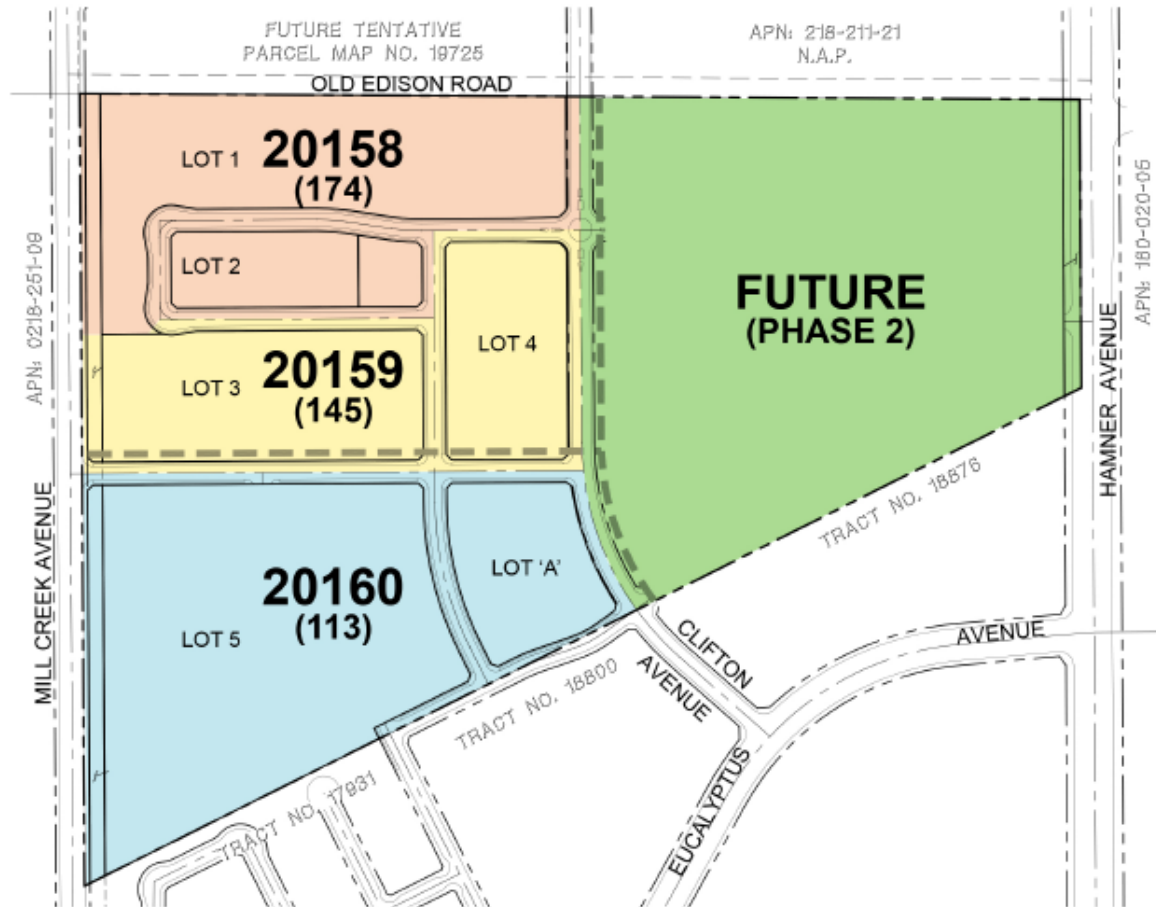
**Existing Land Use Regulations**

These documents are listed for reference only:

1. Esperanza Specific Plan EIR (SCH#2002061047), Resolution No. 2007-008
2. Esperanza Specific Plan (File No. PSP05-002), Ordinance No. 2852
3. City of Ontario Municipal Code
  - a. Six – Sanitation & Health
  - b. Seven – Public Works
  - c. Eight – Building Regulations
  - d. Nine – Development Code
  - e. Ten – Parks & Recreation

**EXHIBIT "E"**  
**TO DEVELOPMENT AGREEMENT**

**Phasing Plan**



# Exhibit "E-1" TO DEVELOPMENT AGREEMENT Esperanza Specific Plan Land Use Map

Section 4. LAND USE

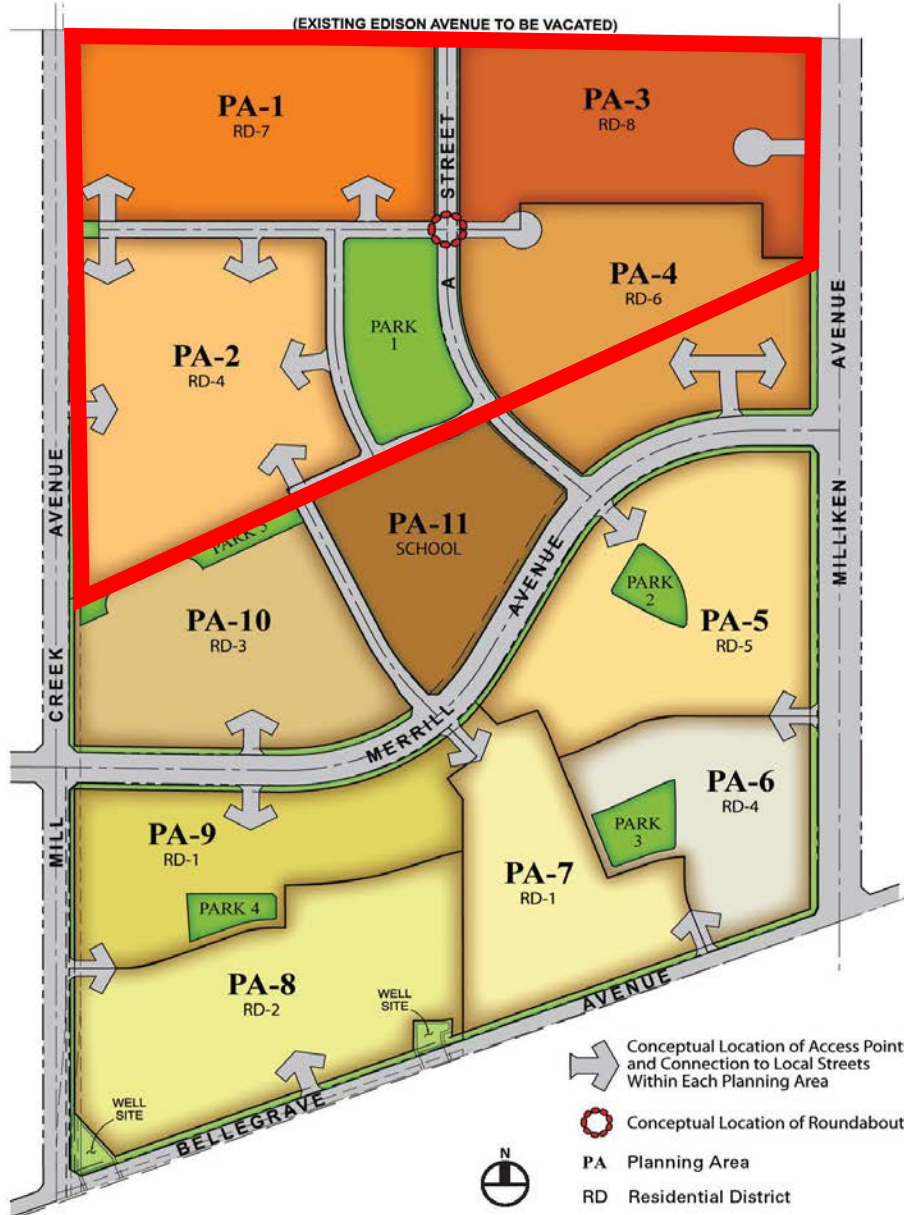
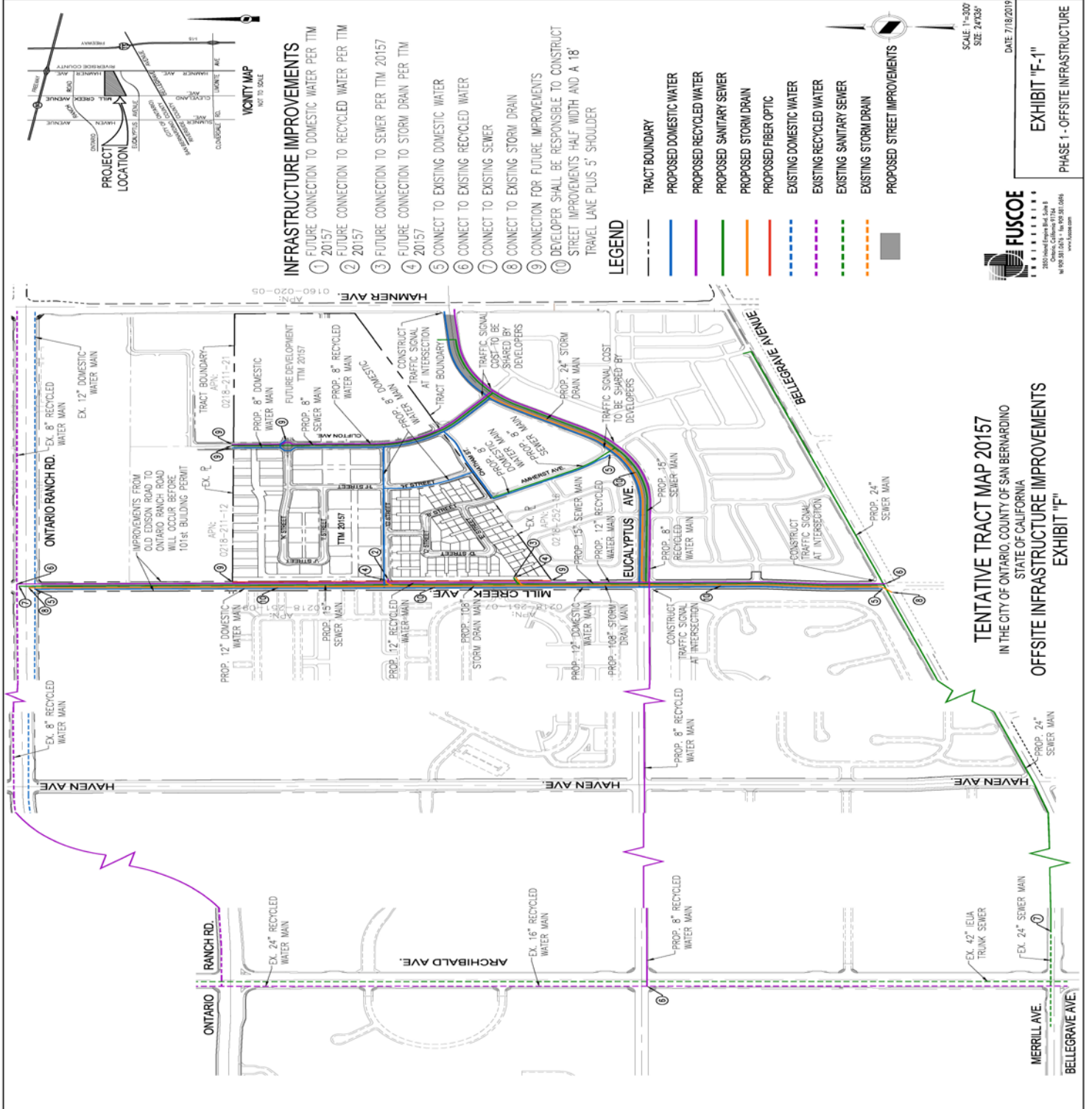


Exhibit 8  
Land Use Plan

# Exhibit "F-1" TO DEVELOPMENT AGREEMENT

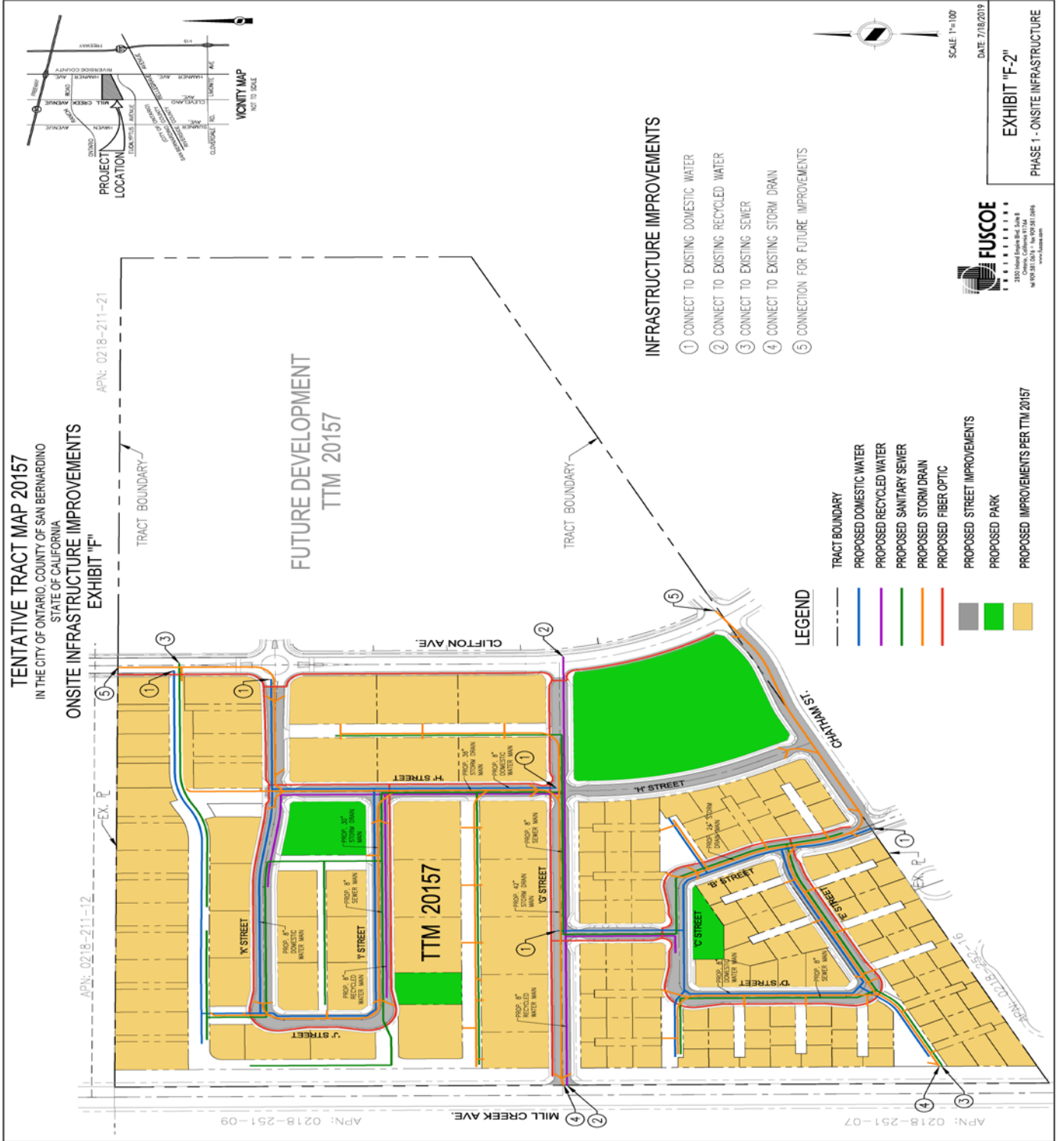
## Required Infrastructure Improvements





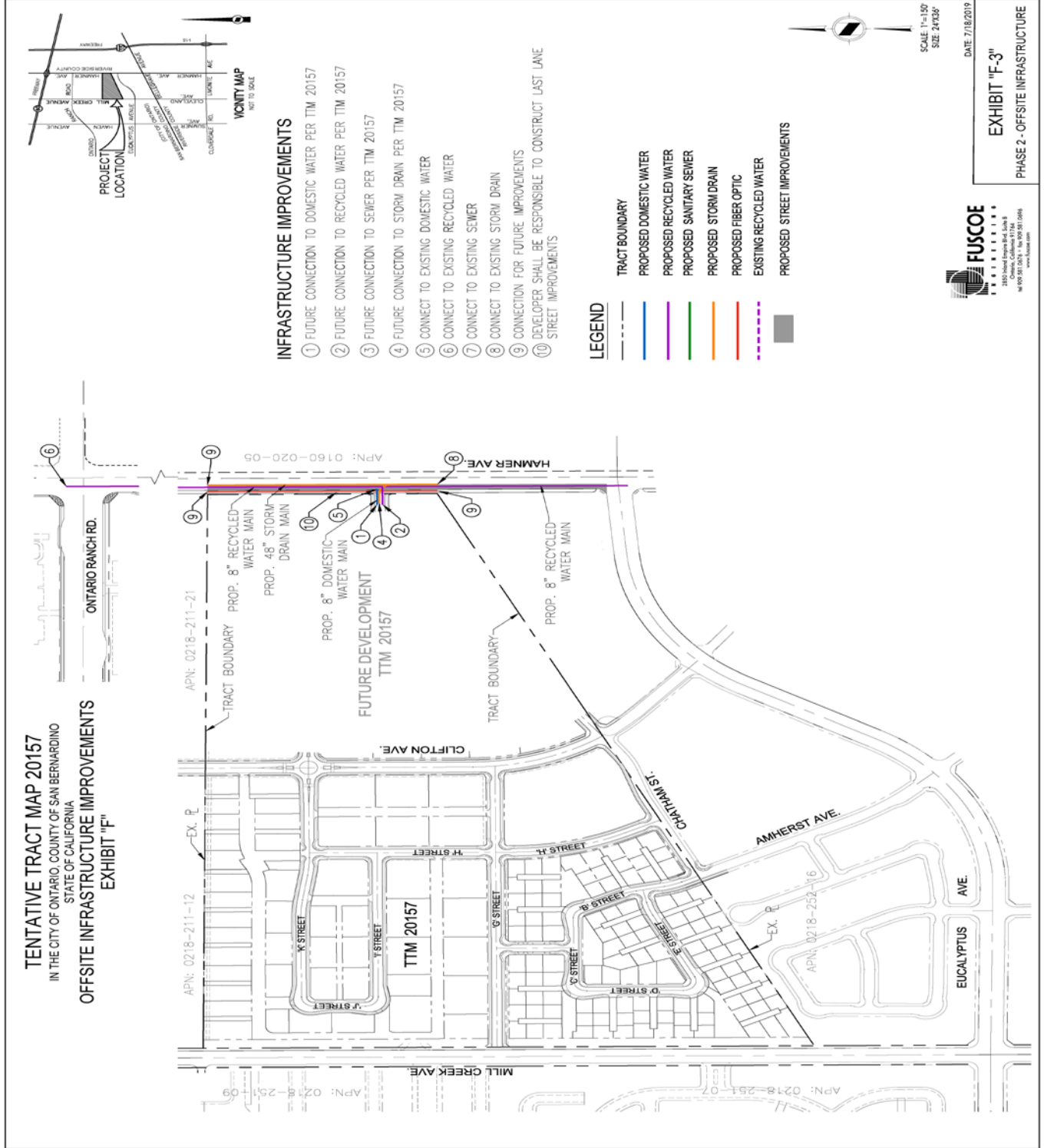
# Exhibit "F-2" TO DEVELOPMENT AGREEMENT

## Required Infrastructure Improvements



# Exhibit "F-3" TO DEVELOPMENT AGREEMENT

## Require Infrastructure Improvements



TENTATIVE TRACT MAP 20157  
IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO  
STATE OF CALIFORNIA  
OFFSITE INFRASTRUCTURE IMPROVEMENTS  
EXHIBIT "F"

### INFRASTRUCTURE IMPROVEMENTS

- 1 FUTURE CONNECTION TO DOMESTIC WATER PER TTM 20157
- 2 FUTURE CONNECTION TO RECYCLED WATER PER TTM 20157
- 3 FUTURE CONNECTION TO SEWER PER TTM 20157
- 4 FUTURE CONNECTION TO STORM DRAIN PER TTM 20157
- 5 CONNECT TO EXISTING DOMESTIC WATER
- 6 CONNECT TO EXISTING RECYCLED WATER
- 7 CONNECT TO EXISTING SEWER
- 8 CONNECT TO EXISTING STORM DRAIN
- 9 CONNECTION FOR FUTURE IMPROVEMENTS
- 10 DEVELOPER SHALL BE RESPONSIBLE TO CONSTRUCT LAST LANE STREET IMPROVEMENTS

### LEGEND

- TRACT BOUNDARY
- PROPOSED DOMESTIC WATER
- PROPOSED RECYCLED WATER
- PROPOSED SANITARY SEWER
- PROPOSED STORM DRAIN
- PROPOSED FIBER OPTIC
- EXISTING RECYCLED WATER
- PROPOSED STREET IMPROVEMENTS

SCALE: 1"=150'  
SIZE: 24X36"  
DATE: 7/18/2019

EXHIBIT "F-3"  
PHASE 2 - OFFSITE INFRASTRUCTURE

**FUSCOE**  
 1355 Island Express Blvd, Suite B  
 Ontario, California 91764  
 Tel: 951-221-0846  
 www.fuscoecorp.com

# CITY OF ONTARIO

Agenda Report  
September 17, 2019

SECTION:  
PUBLIC HEARINGS

**SUBJECT:** A PUBLIC HEARING TO CONSIDER FILE NO. PGPA19-002, AN AMENDMENT TO THE POLICY PLAN (GENERAL PLAN) COMPONENT OF THE ONTARIO PLAN TO: [1] MODIFY THE LAND USE PLAN (EXHIBIT LU-01), CHANGING THE LAND USE DESIGNATION FOR 11.9 ACRES OF LAND FROM GENERAL COMMERCIAL TO INDUSTRIAL, LOCATED AT THE NORTHEAST AND SOUTHEAST CORNERS OF WALL STREET AND WANNAMAKER AVENUE; AND [2] MODIFY THE FUTURE BUILDOUT TABLE (EXHIBIT LU-03) TO BE CONSISTENT WITH THE LAND USE DESIGNATION CHANGES WITH THE POLICY PLAN (APNS: 0238-221-23 AND 0238-221-36)

**RECOMMENDATION:** That City Council consider and adopt a resolution approving an addendum to The Ontario Plan Environmental Impact Report (SCH # 2008101140) adopted by City Council on January 27, 2010, and a resolution approving General Plan Amendment File No. PGPA19-002 to change The Ontario Plan (TOP) land use designation on 11.9 acres from General Commercial to Industrial for property located at the northeast and southeast corners of Wall Street and Wannamaker Avenue (amending TOP Exhibits LU-01, Land Use Plan, and LU-03, Future Buildout Table).

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

**FISCAL IMPACT:** None.

**BACKGROUND:** In 2010, The Ontario Plan ("TOP") was adopted, which set forth the land use pattern for the City to achieve its Vision. The project site was initially envisioned to have an industrial land use designation to be consistent with their respective Specific Plan (Light Industrial) land use designations and industrial surrounding land uses. However, at the time of TOP adoption, the property owner of the existing commercial use (Scandia Theme Park) did not support the land use change from commercial to industrial and had concerns about creating a legal nonconforming use on the property. With the adoption of TOP, the Commercial land use designation was assigned to the project site, allowing the owner/user to continue the use and avoid any inconsistency issues while the use remained. The property owner has since

**STAFF MEMBER PRESENTING:** Scott Murphy, AICP, Executive Director Development Agency

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

Submitted to Council/O.H.A. 09/17/2019  
Approved: \_\_\_\_\_  
Continued to: \_\_\_\_\_  
Denied: \_\_\_\_\_

23

sold the property and the Scandia Theme Park has been removed from the site. Prior to site demolition, the applicant submitted two Development Plan applications for the properties:

- A Development Plan (File No. PDEV18-041) to construct one industrial building totaling 178,462 square feet on 7.85 acres of land located at the southeast corner of Wall Street and Wannamaker Avenue; and
- A Development Plan (File No. PDEV18-042) to construct one industrial building totaling 90,291 square feet on 4.05 acres of land located at the northeast corner of Wall Street and Wannamaker Avenue.

The proposed industrial developments for both properties now require a General Plan Amendment to achieve consistency between TOP's Land Use Plan and both the industrial land use designations of Specific Plans (California Commerce Center Specific Plan and Pacific Gate-East Gate Specific Plan).

To accommodate the proposed Development Plan applications for industrial development, the proposed General Plan Amendment will revise Exhibit LU-01 Land Use Plan, changing the land use designation on the 11.9-acre project site, from General Commercial (GC) to Industrial (IND). Approval of the proposed land use amendment will provide consistency between the Policy Plan Land Use Plan and the Light Industrial land use designation assigned by each parcel's respective Specific Plan Land Use Plan (California Commerce Center Specific Plan and Pacific Gate-East Gate Specific Plan). Furthermore, the properties surrounding the project site (immediately to the north, west, and south) are currently assigned the Industrial land use designation, providing further land use consistency within the immediate vicinity of the project site.

The proposed land use designation change would eliminate 11.95 acres of General Commercial designated land and 156,163 square feet of potential commercial space (based on a 0.30 FAR). The loss of 156,163 square feet of commercial space represents less than 0.0005% decrease in building area over 33 million square feet of commercial (retail/office) space that is existing and/or planned throughout the City. Additionally, the proposed land use change would result in the addition of 286,298 square feet of industrial space (based on a 0.55 FAR), which represents less than 0.001% increase in industrial space over the 179 million square feet of industrial (business park/industrial) space that is existing and/or planned throughout the City.

The General Plan Amendment will modify the Future Buildout table (Exhibit LU-03 of TOP's Policy Plan component) to be consistent with the proposed Land Use Plan changes.

On July 23, 2019, the Planning Commission conducted a public hearing to consider the proposed General Plan Amendment and related Development Plan Applications. Upon conclusion of the public hearing, the Planning Commission voted unanimously (5-0) to approve resolutions recommending that the City Council adopt an Addendum to The Ontario Plan Environmental Impact Report and approve the General Plan Amendment. In addition, the Planning Commission voted unanimously (5-0) to approve the Development Plans File Nos. PDEV18-041 and PDEV18-042, contingent upon City Council approval of General Plan Amendment and an Addendum to The Ontario Plan Environmental Impact Report (SCH# 2008101140).

**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, and has been found to be consistent with the policies and criteria set forth within the Ontario International Airport Land Use Compatibility Plan.

**ENVIRONMENTAL REVIEW:** The environmental impacts of this project were previously reviewed in conjunction with an addendum to The Ontario Plan EIR (State Clearinghouse No. 2008101140) adopted by City Council on January 27, 2010, in conjunction with File No. PGPA06-001. The Addendum was prepared pursuant to CEQA, the State CEQA Guidelines and The City's "Guidelines for the Implementation of the California Environmental Quality Act (CEQA)" which provides for the use of a single environmental assessment in situations where the impacts of subsequent projects are adequately analyzed. In preparing the Addendum, City staff carefully analyzed the project to determine whether it would result in any new or more severe environmental impacts not analyzed in The Ontario Plan EIR. City staff found that there would be no such new impacts, largely because the subject site was previously analyzed as an industrial use and because actual development within the City since the adoption of The Ontario Plan has been less than what The Ontario Plan EIR had projected and analyzed. The General Plan Amendment to change the land use designation to industrial for the subject site involves an extremely limited change, resulting in a reduction of less than 0.0005% in commercial building area and an increase of less than 0.001% in industrial building area, a change which had already been analyzed in The Ontario Plan EIR. As shown in The Ontario Plan Buildout Analysis, the projected buildout is significantly less than originally projected and analyzed in The Ontario Plan EIR. The Ontario Plan EIR analyzed and projected a total of 257,405,754 square feet of nonresidential uses (commercial, industrial, and office uses) for buildout, an increase of 178,815,743 square feet of nonresidential uses over then-existing conditions and 14,057,777 square feet of nonresidential uses over the then-current General Plan buildout.

The Ontario Plan EIR included many mitigation measures that were intended to mitigate traffic effects at full buildout. The City has not reached full buildout, therefore, it is unreasonable to believe that full mitigation measures would already be in effect. However, the City has made significant progress on mitigation measures for traffic. One such example is the South Milliken Avenue Grade Separation Project, which was dedicated by the City on February 3, 2017, and addresses traffic impacts in the area of the subject site. Overall, the Proposed Land Use Plan in The Ontario Plan was projected to generate 3,053,263 daily trips City-wide, an increase of 13 percent over the then-current General Plan (2,702,272 daily trips City-wide) and 142 percent increase over then-existing conditions (1,263,405 daily trips City-wide). Subsequent amendments, including the current proposed amendment, result in a significant decrease in buildout, a decrease of 9,823,774 square feet from the buildout projected and analyzed in The Ontario Plan EIR. Therefore, the traffic impacts will be consistent with and less than the traffic impacts projected and analyzed under The Ontario Plan EIR.

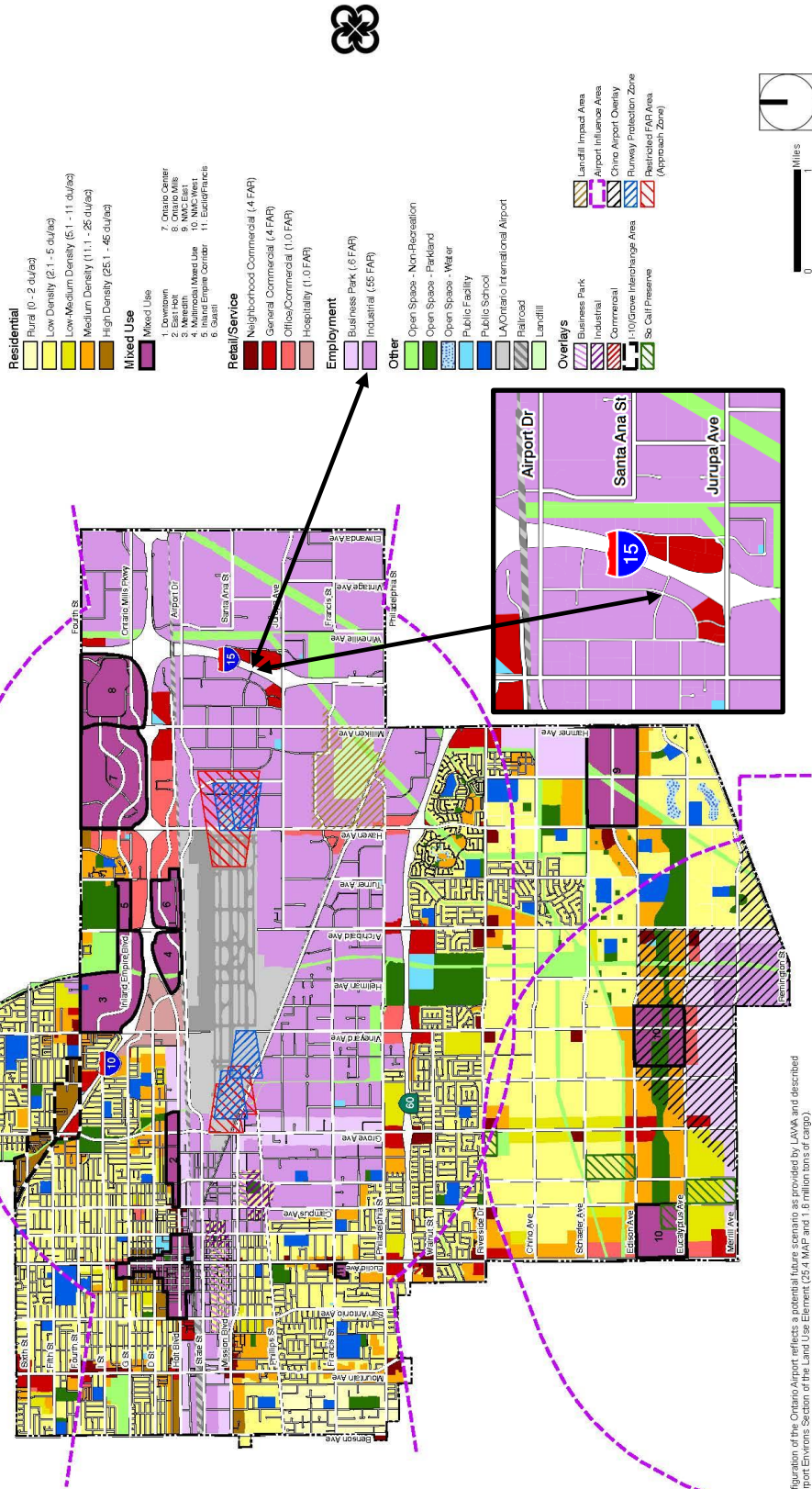
City staff's recommendation is that an Addendum to The Ontario Plan EIR is the appropriate level of environmental review. Public Resources Code section 21166 and CEQA Guidelines section 15162 provide that, once the City has prepared an EIR for a project, no further EIR shall be required unless there are substantial changes in the project or in surrounding circumstances, or other new information, "which will require major revisions of the environmental impact report." The current project does not involve substantial changes in The Ontario Plan and there are no other changes in circumstances or other new

information requiring any major revision of The Ontario Plan EIR. All previously adopted mitigation measures are a condition of project approval and are incorporated herein by reference..

# Exhibit A TOP EIR Figure 1-3, Proposed Land Use Plan

## 1. Executive Summary

### Proposed Land Use Plan



Note: The configuration of the Ontario Airport reflects a potential future scenario as provided by LAWA and described in the Airport Environs Section of the Land Use Element (25.4 MAP and 1.6 million tons of cargo).

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING AN ADDENDUM TO THE ONTARIO PLAN CERTIFIED ENVIRONMENTAL IMPACT REPORT (SCH # 2008101140), FOR WHICH AN INITIAL STUDY WAS PREPARED, ALL IN ACCORDANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AS AMENDED, FOR FILE NOS. PGPA19-002, PDEV18-041 AND PDEV18-042; APNS: 0238-221-36 AND 0238-221-23.

WHEREAS, prior to the adoption of this Resolution, the Planning Director of the City of Ontario prepared and approved for attachment to the certified Environmental Impact Report, an addendum to The Ontario Plan Environmental Impact Report — State Clearinghouse No. 2008101140 — for File Nos. PGPA19-002, PDEV18-041 and PDEV18-042 (hereinafter referred to as “EIR Addendum”), all in accordance with the requirements of the California Environmental Quality Act of 1970, together with State and local guidelines implementing said Act, all as amended to date (collectively referred to as “CEQA”); and

WHEREAS, File Nos. PGPA19-002, PDEV18-041, and PDEV18-042 analyzed under the EIR Addendum, consists of the following entitlements: [1] A General Plan Amendment (File No. PGPA19-002) to the Policy Plan (General Plan) component of The Ontario Plan to modify Exhibit LU-01, Land Use Plan, changing the land use designation on two parcels totaling 11.9 acres of land, from General Commercial to Industrial, and modify Exhibit LU-03, Future Buildout Table, to be consistent with the land use designation changes to Exhibit LU-01, Land Use Plan, of the Policy Plan; [2] a Development Plan (File No. PDEV18-041) to construct one industrial building totaling 178,462 square feet on 7.85 acres of land located at the southeast corner of Wall Street and Wanamaker Avenue, at 1155 South Wanamaker Avenue, within the Light Industrial land use district of the California Commerce Center Specific Plan; and [3] a Development Plan (File No. PDEV18-042) to construct one industrial building totaling 90,291 square feet on 4.05 acres of land located at the northeast corner of Wall Street and Wanamaker Avenue, within the Light Industrial land use district of the Pacific Gate-East Gate Specific Plan (collectively referred to as the "Project"); and

WHEREAS, the EIR Addendum concluded that implementation of the Project could result in a number of significant effects on the environment and identified mitigation measures that would reduce each of those significant effects to a less-than-significant level; and

WHEREAS, The Ontario Plan Environmental Impact Report (SCH# 2008101140) was adopted by the City Council of the City of Ontario on January 27, 2010, in conjunction with File No. PGPA06-001 (hereinafter referred to as “Certified EIR”), in which development and use of the Project site was discussed; and



WHEREAS, the City determined that none of the conditions requiring preparation of a subsequent or supplemental EIR would occur from the Project, and that preparation of an addendum to the EIR was appropriate; and

WHEREAS, the City of Ontario is the lead agency on the Project, and the City Council is the decision-making authority for the requested approval to construct and otherwise undertake the Project; and

WHEREAS, the City Council has reviewed and considered the Initial EIR Addendum for the Project, has concluded that none of the conditions requiring preparation of a subsequent or supplemental EIR have occurred, and intends to take actions on the Project in compliance with CEQA and state and local guidelines implementing CEQA; and

WHEREAS, the EIR Addendum for the Project are on file in the Planning Department, located at 303 East B Street, Ontario, CA 91764, are available for inspection by any interested person at that location and are, by this reference, incorporated into this Resolution as if fully set forth herein; and

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

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

**SECTION 1. *Environmental Determination and Findings.*** As the decision-making authority 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 by the Ontario City Council on January 27, 2010, in conjunction with File No. PGPA06-001.

(2) The EIR 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 EIR 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. *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. *City Council Action.*** Based upon the findings and conclusions set forth in Sections 1 and 2, above, the City Council hereby finds that based upon the entire record of proceedings before it, and all information received, that there is no substantial evidence that the Project will constitute substantial changes to the Certified EIR, and does hereby approve the EIR Addendum to the Certified EIR, attached hereto as "Attachment A," and incorporated herein by this reference.

SECTION 4.     **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 5.     **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 6.     **Certification to Adoption.** The City Clerk shall certify to the adoption of the Resolution.

PASSED, APPROVED, AND ADOPTED this 17<sup>th</sup> day of September 2019.

---

PAUL S. LEON, MAYOR

ATTEST:

---

SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

---

COLE HUBER 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. 2019- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held September 17, 2019, 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. 2019- duly passed and adopted by the Ontario City Council at their regular meeting held September 17, 2019.

---

SHEILA MAUTZ, CITY CLERK

(SEAL)

**ATTACHMENT A:**

**Addendum to The Ontario Plan  
Environmental Impact Report  
(State Clearinghouse No. 2008101140)**

*(Addendum to follow this page)*



City of Ontario  
Planning Department  
303 East B Street  
Ontario, California 91764  
Phone: 909.395.2036  
Fax: 909.395.2420

## California Environmental Quality Act Initial Study Form

**Project Title/File No.:** PGPA19-002, PDEV18-041, & PDEV18-042

**Lead Agency:** City of Ontario, 303 East "B" Street, Ontario, California 91764, (909) 395-2036

**Contact Person:** Jeanie Irene Aguilo, Associate Planner, 909-395-2418

**Project Sponsor:** City of Ontario, 303 East B Street, Ontario, CA 91764

**Project Location:** The project site is located in southwestern San Bernardino County, within the City of Ontario. The City of Ontario is located approximately 40 miles from downtown Los Angeles, 20 miles from downtown San Bernardino, and 30 miles from Orange County. As illustrated on Figures 1 through 3, below, the project site is located 1155 South Wanamaker Avenue and the northeast corner of Wall Street and Wanamaker Avenue. APNs: 0238-221-36 and 0238-221-23.

Figure 1: REGIONAL LOCATION MAP

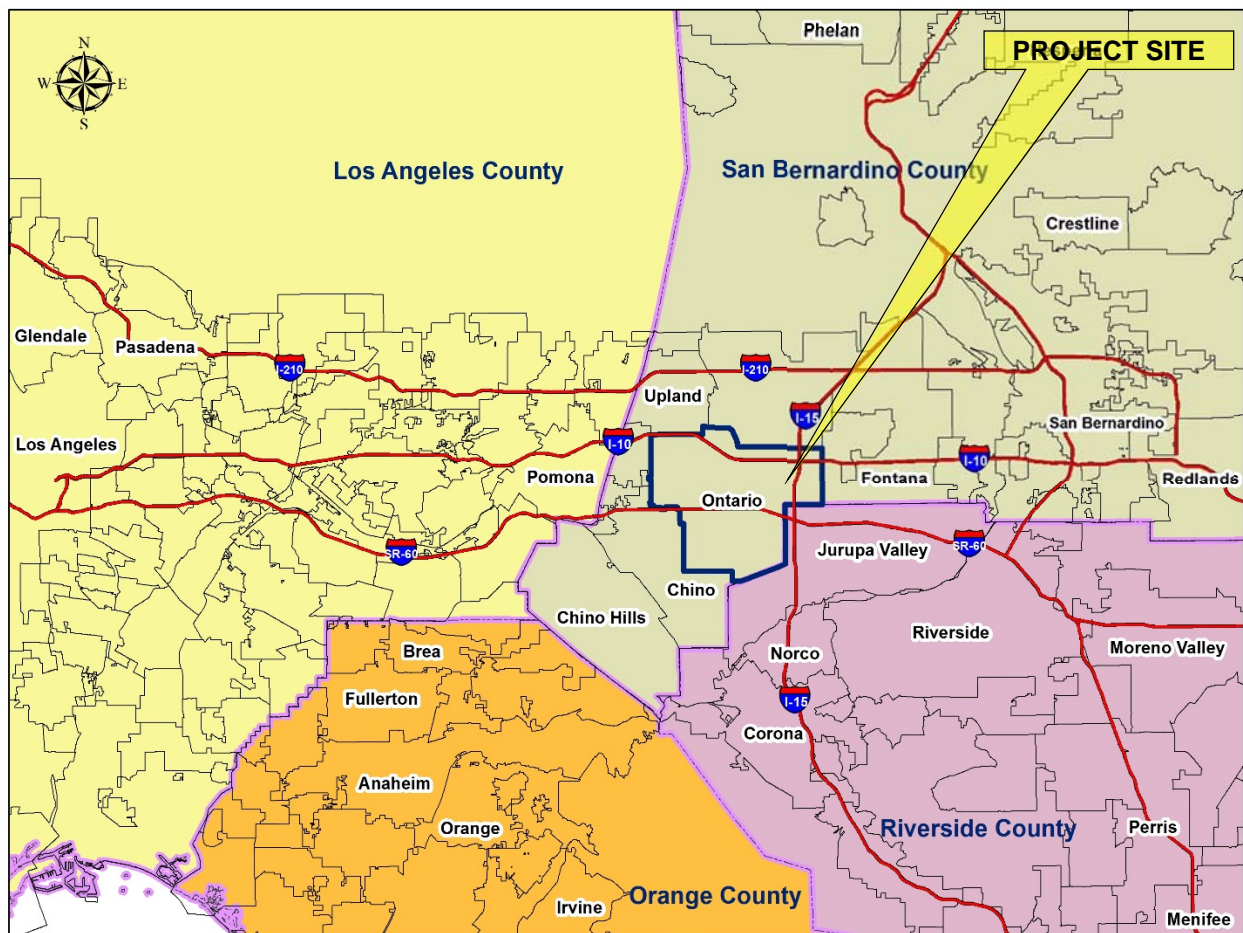


Figure 2: VICINITY MAP

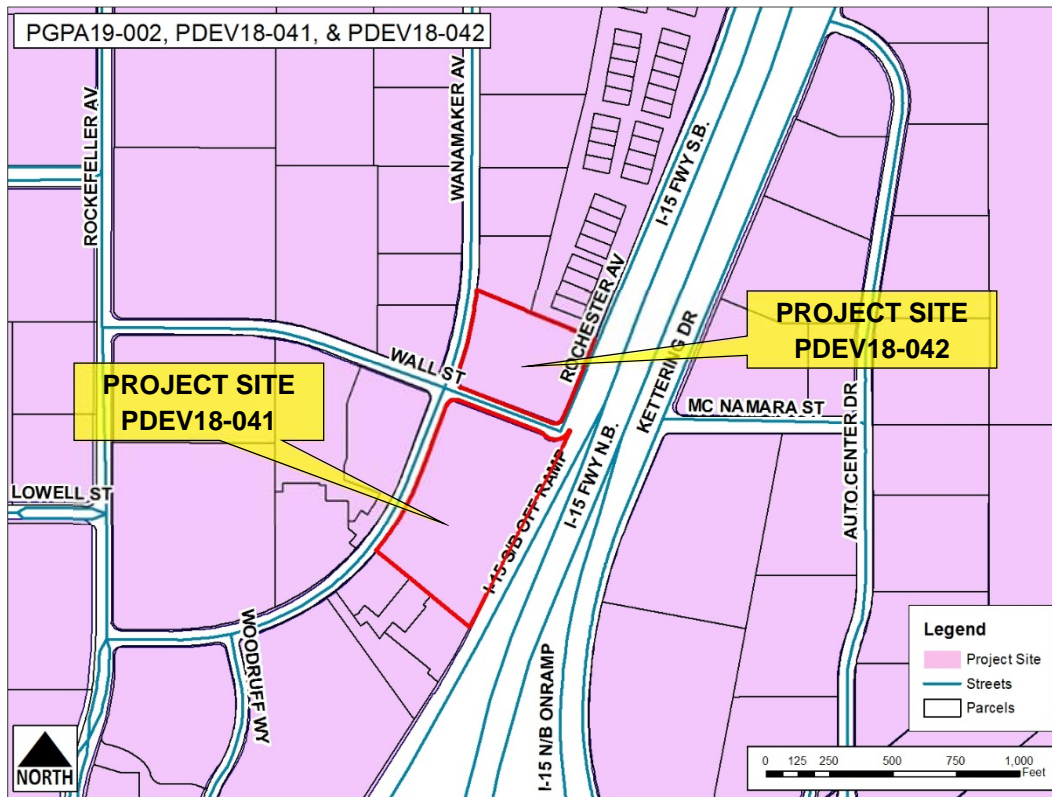
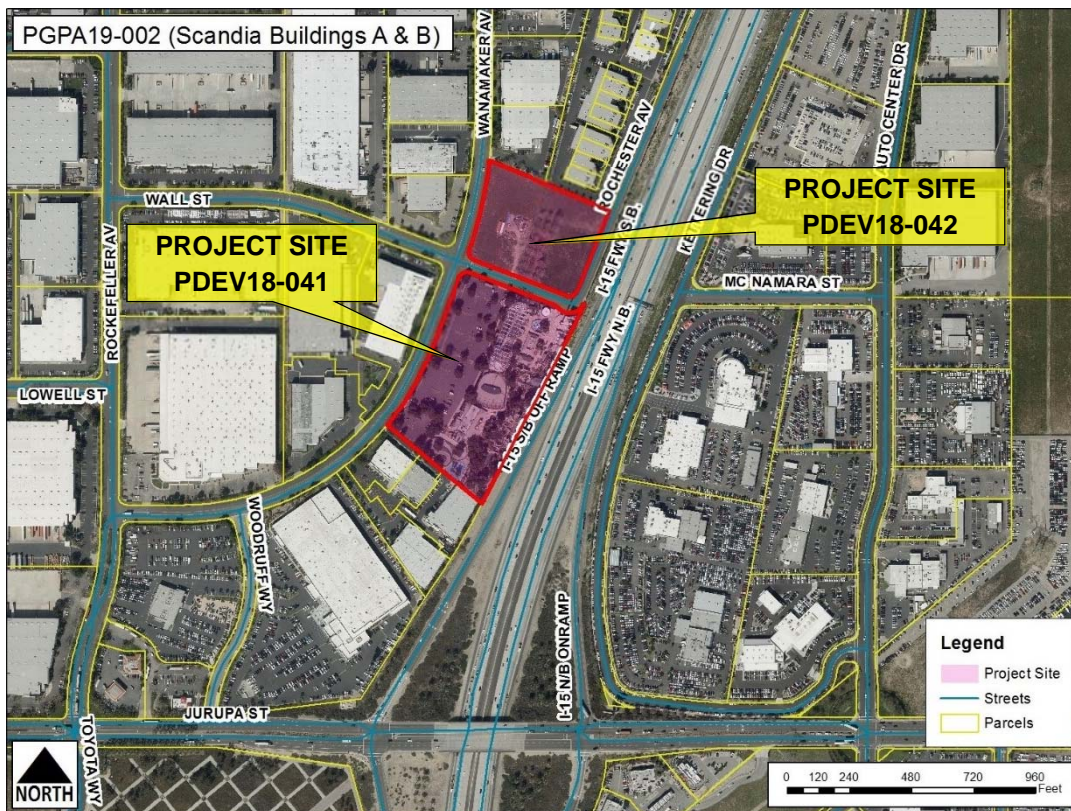


Figure 3: AERIAL PHOTOGRAPH



**General Plan Designation:**    Existing - General Commercial    Proposed - Industrial

**Zoning:**

- PDEV18-041 – Light Industrial land use district of the California Commerce Center Specific Plan.
- PDEV18-042 – Light Industrial land use district of the Pacific Gate-East Gate Specific Plan.

**Description of Project:** An Amendment to the Policy Plan (General Plan) component of The Ontario Plan to: [1] modify Exhibit LU-01 Land Use Plan, changing the land use designation on 7.85 acres of land located at the southeast corner of Wall Street and Wanamaker Avenue, from General Commercial to Industrial; [2] modify Exhibit LU-01 Land Use Plan, changing the land use designation 4.05 acres of land located at the northeast corner of Wall Street and Wanamaker Avenue, from General Commercial to Industrial; and [3] modify Exhibit LU-03 Future Buildout to be consistent with the proposed Policy Plan land use designation changes.

**Project Setting:**

- PDEV18-041 – The project site was formerly used as the Scandia Amusement Park, however it is currently vacant and is surrounded by developed urban uses.
- PDEV18-042 – The project site is currently vacant and gently slopes from north to south and is surrounded by developed urban uses.

**Background:** On January 27, 2010, the Ontario City Council adopted The Ontario Plan (TOP). TOP serves as the framework for the City's business plan and provides a foundation for the City to operate as a municipal corporation that consists of six (6) distinct components: 1) Vision; 2) Governance Manual; 3) Policy Plan; 4) Council Priorities; 5) Implementation; and 6) Tracking and Feedback. The Policy Plan component of TOP meets the functional and legal mandate of a General Plan and contains nine elements; Land Use, Housing, Parks and Recreation, Environmental Resources, Community Economics, Safety, Mobility, Community Design and Social Resources.

An Environmental Impact Report (EIR) was prepared for TOP (SCH # 2008101140) and certified by the City Council on January 27, 2010 that included Mitigation Findings and a Statement of Overriding Considerations pursuant to CEQA. TOP EIR analyzed the direct and physical changes in the environment that would be caused by TOP; focusing on changes to land use associated with the buildout of the proposed land use plan, in the Policy Plan and impacts resultant of population and employment growth in the City. The significant unavoidable adverse impacts that were identified in the EIR included; agriculture resources, air quality, cultural resources, greenhouse gas emissions, noise and transportation/traffic.

The subject site was analyzed in TOP FEIR as industrial (See Exhibit A) to be consistent with the industrial uses to the north, west, and south of the subject site, Interstate I-15 freeway to the west, and the subject sites location under the landing path of the Ontario International Airport. However, at the time of TOP adoption, the property owner of the subject site was operating a commercial use (regional theme park) and did not support the land use designation change from commercial to industrial because the owner had concerns about the regional theme park becoming a legal nonconforming use. The former property owner has since sold the subject site and it is being proposed to be developed consistent with the surrounding land uses and the land use designation originally analyzed in The Ontario Plan FEIR. The proposed uses require a General Plan Amendment but not a zoning amendment because the use is consistent with the two Specific Plans over the project site, the California Commerce Center Specific Plan and the Pacific Gate-East Gate Specific Plan. The change will result in less than a 0.0005% decrease in commercial building area existing and planned and an increase in industrial area of less than 0.001% existing and planned throughout the City.

**Analysis:** According to the California Environmental Quality Act Guidelines Section 15164, an Addendum to a previously certified EIR may be used if some changes or additions are necessary, but none of the conditions described in Section 15162 requiring the preparation of a subsequent Negative Declaration or EIR have occurred. The CEQA Guidelines require that a brief explanation be provided to support the



findings that no subsequent EIR or Negative Declaration are needed for further discretionary approval. These findings are described below:

- 1) *Required Finding: Substantial changes are not proposed for the project that will require major revisions of the previous EIR due to the involvement of new, significant environmental effects or a substantial increase in the severity of previously identified effects.*

Substantial changes are not proposed by the project and project implementation will not require revisions to TOP EIR. TOP EIR analyzed the direct and physical changes in the environment that would be caused by TOP; focusing on changes to land use associated with the buildout of the proposed land use plan. The Ontario Plan EIR assumed more overall development at buildout as shown below. Since the adoption and certification of TOP EIR, several amendments have been approved. These amendments, along with the proposed amendment to the approximate 7.85-acre and 4.05 acre sites associated with this project, will result in less development than TOP EIR analyzed at buildout.

<b>TOP Buildout Analysis</b>	<b>Units</b>	<b>Population</b>	<b>Non-Residential Square Footage</b>	<b>Jobs</b>
Buildout per Original TOP EIR	99,887	345,971	257,445,845	312,277
Revised Buildout per previous approved TOP amendments and the proposed amendment	99,887	345,971	247,575,980	312,383

Since the anticipated buildout resulting from previous approved TOP amendments and the proposed project changes will be less than that originally analyzed in TOP EIR, no revisions to TOP EIR are required. The proposed land use designation change would eliminate 11.95 acres (TOP gross acres) of General Commercial designated land and 156,163 square feet of potential commercial space (based on a 0.30 FAR). The loss of 156,163 square feet of commercial space represents less than 0.0005% decrease in building area over 33 million square feet of commercial (retail/office) space that is existing and/or planned throughout the City. Additionally, the proposed land use change would result in the addition of 286,298 square feet of industrial space (based on a 0.55 FAR), which represents less than 0.001% increase in industrial space over the 179 million square feet of industrial (business park/industrial) space that is existing and/or planned throughout the City.

A trip generation comparison was conducted by the City's Traffic Engineering Division that compared general industrial versus a commercial center at a floor area ratio (FAR) of 0.3 and 0.4. For the 0.3 FAR scenario, there is an overall reduction in trips with the exception of the total AM peak trips. There is an increase of 98 trips in the AM peak hour with the Industrial use. The ADT and PM peak show significant reductions in trips (ADT -4,767 and PM -316). The 0.4 FAR scenario, showed an overall reduction in trips with the exception of the total AM peak trips. There is an increase of 48 trips in the AM peak hour with the Industrial use. The ADT and PM peak show significant reductions in trips ADT 6,980 and PM -509).

In addition, all previously adopted mitigation measures are a condition of project approval and are incorporated herein by reference. The attached Initial Study provides an analysis of the Project and verification that the Project will not cause environmental impacts such that any of the circumstances identified in State CEQA Guidelines Section 15162 are present.

Trip Generation Comparison									
Land Use	Size	Units	ADT	AM Peak Hour			PM Peak Hour		
				In	Out	Total	In	Out	Total
<b>Proposed Land Use</b>									
Industrial <sup>1</sup>	268.75	TSF							
Trip Rate			6.97	0.81	0.11	0.92	0.12	0.85	0.97
Trip Generation			1873	218	30	247	31	229	261
<b>Subtotal of Proposed Land Use</b>			<b>1873</b>	<b>218</b>	<b>30</b>	<b>247</b>	<b>31</b>	<b>229</b>	<b>261</b>
<b>Existing Land Use (0.3 FAR)</b>									
Commercial <sup>2</sup>	155.51	TSF							
Trip Rate			42.7	0.60	0.36	0.96	1.78	1.93	3.71
Trip Generation			6640	93	57	149	277	300	577
<b>Subtotal of Existing Land Use (0.3 FAR)</b>			<b>6640</b>	<b>93</b>	<b>57</b>	<b>149</b>	<b>277</b>	<b>300</b>	<b>577</b>
<b>TOTAL TRIP GENERATION (Proposed - Existing)</b>			<b>-4767</b>	<b>125</b>	<b>-27</b>	<b>98</b>	<b>-246</b>	<b>-71</b>	<b>-316</b>
<small><sup>1</sup>General Light Industrial - ITE Land Use 110  <sup>2</sup>Shopping Center - ITE Land Use 820</small>									

Trip Generation Comparison									
Land Use	Size	Units	ADT	AM Peak Hour			PM Peak Hour		
				In	Out	Total	In	Out	Total
<b>Proposed Land Use</b>									
Industrial <sup>1</sup>	268.75	TSF							
Trip Rate			6.97	0.81	0.11	0.92	0.12	0.85	0.97
Trip Generation			1873	218	30	247	31	229	261
<b>Subtotal of Proposed Land Use</b>			<b>1873</b>	<b>218</b>	<b>30</b>	<b>247</b>	<b>31</b>	<b>229</b>	<b>261</b>
<b>Existing Land Use (0.4 FAR)</b>									
Commercial <sup>2</sup>	207.35	TSF							
Trip Rate			42.7	0.60	0.36	0.96	1.78	1.93	3.71
Trip Generation			8854	123	76	199	369	400	769
<b>Subtotal of Existing Land Use (0.4 FAR)</b>			<b>8854</b>	<b>123</b>	<b>76</b>	<b>199</b>	<b>369</b>	<b>400</b>	<b>769</b>
<b>TOTAL TRIP GENERATION (Proposed - Existing)</b>			<b>-6980</b>	<b>94</b>	<b>-46</b>	<b>48</b>	<b>-338</b>	<b>-171</b>	<b>-509</b>
<small><sup>1</sup>General Light Industrial - ITE Land Use 110  <sup>2</sup>Shopping Center - ITE Land Use 820</small>									

- 2) *Required Finding: Substantial changes have not occurred with respect to the circumstances under which the project is undertaken, that would require major revisions of the previous Environmental Impact Report due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.*

Substantial changes have not occurred with respect to the circumstances under which the project was undertaken, that would require major revisions to TOP EIR in that the proposed changes would be in keeping with the surrounding area. TOP EIR evaluated the properties as Industrial with a max FAR of 0.55 (see attached Exhibit "A"- TOP EIR Figure 1-3, Proposed Land Use Plan), consistent with the surrounding industrial properties to the north and west. At the time of TOP EIR adoption, the property owner of the existing commercial use (Scandia Amusement Park) did not support the General Plan land use change from commercial to industrial and had concerns about creating a legal nonconforming use on the property. With the adoption of TOP, the existing Commercial land use designation was assigned to the project site, allowing the owner/user to continue the use and avoid any non-conforming inconsistency issues while the use remained. The property owner has since sold the property and the commercial use has been removed from the site. The proposed industrial land uses for both properties now require a General Plan Amendment to achieve consistency between TOP's Land Use Plan and both industrial land use designations of the Specific Plans (California Commerce Center Specific Plan

and Pacific Gate-East Gate Specific Plan). The Proposed General Plan Amendment is implementing TOP EIR originally industrial land use designation for properties and is consistent with the previous 1992 General Plan land use designation of Planned Industrial for the properties.

Therefore, no proposed changes or revisions to the EIR are required. In addition, all previously adopted mitigation measures are a condition of project approval and are incorporated herein by reference. The attached Initial Study provides an analysis of the Project and verification that the Project will not cause environmental impacts such that any of the circumstances identified in State CEQA Guidelines Section 15162 are present.

- 3) *Required Finding. No new information has been provided that would indicate that the proposed project would result in one or more significant effects not discussed in the previous EIR.*

No new information has been provided that would indicate the proposed project would result in any new significant effects not previously discussed in TOP EIR. In the 2010, the population in Ontario was 165,392. Today the population has increased to 178,268 (Source: State of California Department of Finance), which is only a 9% increase from 2010 when the TOP EIR was adopted. The TOP EIR projected and analyzed a population of 358,355, an increase of 46%. As stated above in section 2, no substantial changes have occurred with respect to the circumstances under which the project was undertaken. TOP EIR evaluated the properties as Industrial with a max FAR of 0.55 (see attached Exhibit "A"- TOP EIR Figure 1-3, Proposed Land Use Plan), consistent with the surrounding industrial properties to the north and west. Since the 1992 General Plan and 2010 TOP EIR the subject properties and surround area have been planned for and remained industrial (see attached Exhibit "B"- 1992 General Plan Land Use Map). Therefore, no proposed changes or revisions to the EIR are required. In addition, all previously adopted mitigation measures are a condition of project approval and are incorporated herein by reference. The attached Initial Study provides an analysis of the Project and verification that the Project will not cause environmental impacts such that any of the circumstances identified in State CEQA Guidelines Section 15162 are present.

**CEQA Requirements for an Addendum:**

If changes to a project or its circumstances occur or new information becomes available after adoption of a negative declaration, the lead agency may: (1) prepare a subsequent EIR if the criteria of State CEQA Guidelines Section 15162(a) are met, (2) prepare a subsequent negative declaration, (3) prepare an addendum, or (4) prepare no further documentation. (State CEQA Guidelines Section 15162(b)). When only minor technical changes or additions to the negative declaration are necessary and none of the conditions described in section 15162 calling for the preparation of a subsequent EIR or negative declaration have occurred, CEQA allows the lead agency to prepare and adopt an addendum. (State CEQA Guidelines Section 15164(b).)

Under Section 15162, a subsequent EIR or negative declaration is required only when:

- 1) Substantial changes are proposed in the project which will require major revisions of the previous negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
- 2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the negative declaration due to the involvement of any new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
- 3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the negative declaration was adopted, shows any of the following:
  - a) The project will have one or more significant effects not discussed in the previous negative declaration;

- b) Significant effects previously examined will be substantially more severe than shown in the previous EIR;
- 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 project proponents decline to adopt the mitigation measure or alternative; or
- d) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

Thus, if the Project does not result in any of the circumstances listed in Section 15162 (i.e., no new or substantially greater significant impacts), the City may properly adopt an addendum to TOP EIR.

**Conclusion:**

The Ontario Plan Environmental Impact Report (TOP EIR), certified by City Council on January 27, 2010, was prepared as a Program EIR in accordance with CEQA, the State CEQA Guidelines, and the City's Rules for the Implementation of CEQA and in accordance with Section 15121(a) of the State CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3). The TOP EIR considered the direct physical changes and reasonably foreseeable indirect physical changes in the environment that would be caused by The Ontario Plan. Consequently, the TOP EIR focused on impacts from changes to land use associated with buildout of the City's Land Use Plan, within the Policy Plan, and impacts from the resulting population and employment growth in the City. The proposed land use designation changes coordinate with the existing uses of the properties and uses within the surrounding areas. As described on page 2, the amount of development anticipated at buildout will be cumulatively lower (dwelling units, population, non-residential square footage and jobs) than TOP EIR analyzed. Subsequent activities within TOP Program EIR have been evaluated to determine whether an additional CEQA document needs to be prepared.

Accordingly, and based on the findings and information contained in the previously certified TOP EIR, the analysis above, the attached Initial Study, and CEQA statute and State CEQA Guidelines, including Sections 15164 and 15162, the Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in TOP EIR. No changes or additions to TOP EIR analyses are necessary, nor is there a need for any additional mitigation measures. Therefore, pursuant to State CEQA Guidelines Section 15164, the Council hereby adopts this Addendum to TOP EIR.

**Surrounding Land Uses:**

**PDEV18-041:**

	<u>Existing Land Use</u>	<u>General Plan Designation</u>	<u>Zoning Designation</u>	<u>Specific Plan Land Use</u>
Site:	Former Scandia Amusement Park	General Commercial	California Commerce Center Specific Plan	Light Industrial
North:	Vacant	General Commercial	Pacific Gate-East Gate Specific Plan	Light Industrial
South:	Manufacturing (Maney Aircraft)	Industrial	California Commerce Center Specific Plan	Light Industrial
East:	Interstate 15 Freeway	Interstate 15 Freeway	Interstate 15 Freeway	Interstate 15 Freeway
West:	Manufacturing (DSM Nutritional Products)	Industrial	California Commerce Center Specific Plan	Rail Industrial

**PDEV18-042:**

	<u>Existing Land Use</u>	<u>General Plan Designation</u>	<u>Zoning Designation</u>	<u>Specific Plan Land Use</u>
Site:	Vacant	General Commercial	Pacific Gate-East Gate Specific Plan	Light Industrial
North:	Warehouse (GE Transportation) and Retail (BP Furniture)	Industrial and Business Park	Pacific Gate-East Gate Specific Plan	Light Industrial
South:	Former Scandia Amusement Park	Industrial	California Commerce Center Specific Plan	Light Industrial
East:	Interstate 15 Freeway	Interstate 15 Freeway	Interstate 15 Freeway	Interstate 15 Freeway
West:	Wholesale (BNF Home Inc.)	Industrial	California Commerce Center Specific Plan	Light Industrial

**Other public agencies whose approval is required (e.g., permits, financing approval or participation agreement):** None

**Tribal Consultation:** Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1?  Yes  No

If "yes", has consultation begun?  Yes  No  Completed

**ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED**

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Aesthetics               | <input type="checkbox"/> Agriculture/Forestry Resources | <input type="checkbox"/> Air Quality               |
| <input type="checkbox"/> Biological Resources     | <input type="checkbox"/> Cultural Resources             | <input type="checkbox"/> Geology / Soils           |
| <input type="checkbox"/> Greenhouse Gas Emissions | <input type="checkbox"/> Hazards & Hazardous Materials  | <input type="checkbox"/> Hydrology / Water Quality |
| <input type="checkbox"/> Land Use / Planning      | <input type="checkbox"/> Mineral Resources              | <input type="checkbox"/> Noise                     |
| <input type="checkbox"/> Population / Housing     | <input type="checkbox"/> Public Services                | <input type="checkbox"/> Recreation                |

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Transportation            | <input type="checkbox"/> Utilities / Service Systems | <input type="checkbox"/> Mandatory Findings of Significance |
| <input type="checkbox"/> Tribal Cultural Resources | <input type="checkbox"/> Wildfire                    | <input type="checkbox"/> Energy                             |

**DETERMINATION** (To be completed by the Lead Agency)

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On the basis of this initial evaluation:

- I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the proposed project MAY have a "potentially significant" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signature Jeanie Irene Aguilo

July 2, 2019  
Date

Jeanie Irene Aguilo, Associate Planner  
Printed Name and Title

City of Ontario – Planning Department  
For

**EVALUATION OF ENVIRONMENTAL IMPACTS**

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- 1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g. the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g. the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect is significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
- 4) "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the

incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from the "Earlier Analyses" Section may be cross-referenced).

- 5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or Negative Declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
  - a) Earlier Analyses Used. Identify and state where they are available for review.
  - b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
  - c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g. general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
- 7) Supporting Information Sources. A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- 8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.
- 9) The explanation of each issue should identify:
  - a) The significance criteria or threshold, if any, used to evaluate each question; and
  - b) The mitigation measure identified, if any, to reduce the impact to less than significance.

<i>Issues</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant With Mitigation</i>	<i>Less Than Significant Impact</i>	<i>Impacts Previously Analyzed in TOP FEIR</i>
<b>1. AESTHETICS.</b> Would the project:				
<b>a.</b> Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>b.</b> Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>c.</b> In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>d.</b> Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<i>Issues</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant With Mitigation</i>	<i>Less Than Significant Impact</i>	<i>Impacts Previously Analyzed in TOP FEIR</i>
<p><b>2. AGRICULTURE AND FOREST RESOURCES.</b> In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest protocols adopted by the California Air Resources Board. Would the project:</p>				
<p><b>a.</b> Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p><b>b.</b> Conflict with existing zoning for agricultural use, or a Williamson Act contract?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p><b>c.</b> Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p><b>d.</b> Result in the loss of forest land or conversion of forest land to non-forest use?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p><b>e.</b> Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p><b>3. AIR QUALITY.</b> Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:</p>				
<p><b>a.</b> Conflict with or obstruct implementation of the applicable air quality plan?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p><b>b.</b> Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p><b>c.</b> Expose sensitive receptors to substantial pollutant concentrations?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>



<i>Issues</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant With Mitigation</i>	<i>Less Than Significant Impact</i>	<i>Impacts Previously Analyzed in TOP FEIR</i>
<b>d.</b> Result in other emissions (such as those leading to odors adversely affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<b>4. BIOLOGICAL RESOURCES.</b> Would the project:				
<b>a.</b> Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>b.</b> Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>c.</b> Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>d.</b> Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>e.</b> Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>f.</b> Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>5. CULTURAL RESOURCES.</b> Would the project:				
<b>a.</b> Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>b.</b> Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>c.</b> Disturb any human remains, including those interred outside of dedicated cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>6. ENERGY.</b> Would the project:				
<b>a.</b> Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<i>Issues</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant With Mitigation</i>	<i>Less Than Significant Impact</i>	<i>Impacts Previously Analyzed in TOP FEIR</i>
<b>b.</b> Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<b>7. GEOLOGY AND SOILS.</b> Would the project:				
<b>a.</b> Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury or death involving:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>i.</b> Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>ii.</b> Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>iii.</b> Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>iv.</b> Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>b.</b> Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>c.</b> Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>d.</b> Be located on expansive soil, as defined in Table 18 1 B of the Uniform Building Code, creating substantial risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>e.</b> Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>f.</b> Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>8. GREENHOUSE GAS EMISSIONS.</b> Would the project:				
<b>a.</b> Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>b.</b> Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emission of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<i>Issues</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant With Mitigation</i>	<i>Less Than Significant Impact</i>	<i>Impacts Previously Analyzed in TOP FEIR</i>
<b>9. HAZARDS AND HAZARDOUS MATERIALS.</b> Would the project:				
<b>a.</b> Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>b.</b> Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>c.</b> Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>d.</b> Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>e.</b> For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>f.</b> Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>g.</b> Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>10. HYDROLOGY AND WATER QUALITY.</b> Would the project:				
<b>a.</b> Violate any other water quality standards or waste discharge requirements or potential for discharge of storm water pollutants from areas of material storage, vehicle or equipment fueling, vehicle or equipment maintenance (including washing), waste handling, hazardous materials handling or storage, delivery areas or loading docks, or other outdoor work areas?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>b.</b> Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>c.</b> Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<i>Issues</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant With Mitigation</i>	<i>Less Than Significant Impact</i>	<i>Impacts Previously Analyzed in TOP FEIR</i>
<b>i.</b> result in substantial erosion or siltation on- or off-site;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>ii.</b> substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>iii.</b> create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>iv.</b> impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>d.</b> In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>e.</b> Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>11. LAND USE AND PLANNING.</b> Would the project:				
<b>a.</b> Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>b.</b> Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>12. MINERAL RESOURCES.</b> Would the project:				
<b>a.</b> Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>b.</b> Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>13. NOISE.</b> Would the project result in:				
<b>a.</b> Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>b.</b> Generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>c.</b> For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>14. POPULATION AND HOUSING.</b> Would the project:				

<i>Issues</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant With Mitigation</i>	<i>Less Than Significant Impact</i>	<i>Impacts Previously Analyzed in TOP FEIR</i>
<b>a.</b> Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of road or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>b.</b> Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>15. PUBLIC SERVICES.</b> Would the project:				
<b>a.</b> Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
<b>i.</b> Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>ii.</b> Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>iii.</b> Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>iv.</b> Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>v.</b> Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>16. RECREATION.</b> Would the project:				
<b>a.</b> Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>b.</b> Does the project include recreational facilities or require the construction or expansion of recreational facilities which have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>17. TRANSPORTATION/TRAFFIC.</b> Would the project:				
<b>a.</b> Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>b.</b> Conflict or be inconsistent with CEQA Guidelines section 15064.3 <sup>1</sup> or will conflict with an applicable congestion management program, including, but not limited to, level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<sup>1</sup> CEQA Guidelines section 15064.3(c) provides that a lead agency “may elect to be governed by the provisions” of the

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<b>c.</b> Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>d.</b> Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>18. TRIBAL CULTURAL RESOURCES.</b> Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is				
<b>a.</b> Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>b.</b> A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>19. UTILITIES AND SERVICE SYSTEMS.</b> Would the project:				
<b>a.</b> Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>b.</b> Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>c.</b> Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>d.</b> Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

section immediately; otherwise, the section's provisions apply July 1, 2020. Here, the District has not elected to be governed by Section 15064.3. Accordingly, an analysis of vehicles miles traveled (VMT) is not necessary to determine whether a proposed project will have a significant transportation impact.

<i>Issues</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant With Mitigation</i>	<i>Less Than Significant Impact</i>	<i>Impacts Previously Analyzed in TOP FEIR</i>
<b>e.</b> Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>20. WILDFIRES.</b> If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
<b>a.</b> Substantially impair an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>b.</b> Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>c.</b> Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>d.</b> Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<b>21. MANDATORY FINDINGS OF SIGNIFICANCE.</b>				
<b>a.</b> Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>b.</b> Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current project, and the effects of probable future projects.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>c.</b> Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Issues	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	Impacts Previously Analyzed in TOP FEIR
<p><u>Note:</u> Authority cited: Public Resources Code sections 21083, 21083.05, 21083.09.</p> <p><u>Reference:</u> Gov. Code section 65088.4; Public Resources Code sections 21073, 21074, 21080(c), 21080.1, 21080.3, 21080.3.1, 21080.3.2, 21082.3, 21083, 21083.3, 21083.5, 21084.2, 21084.3, 21093, 21094, 21095 and 21151; <i>Sundstrom v. County of Mendocino</i> (1988) 202 Cal.App.3d 296; <i>Leonoff v. Monterey Board of Supervisors</i> (1990) 222 Cal.App.3d 1337; <i>Eureka Citizens for Responsible Govt. v. City of Eureka</i> (2007) 147 Cal.App.4th 357; <i>Protect the Historic Amador Waterways v. Amador Water Agency</i> (2004) 116 Cal.App.4th 1099, 1109; <i>San Franciscans Upholding the Downtown Plan v. City and County of San Francisco</i> (2002) 102 Cal.App.4th 656.</p>				

**EXPLANATION OF ISSUES**

**1. AESTHETICS.** Would the project:

**a. Have a substantial adverse effect on a scenic vista?**

Discussion of Effects: The Policy Plan (General Plan) does not identify scenic vistas within the City. However, the Policy Plan (Policy CD1-5) requires all major north-south streets be designed and redeveloped to feature views of the San Gabriel Mountain. The project site is located at the northeast and southwest corners of Wanamaker Avenue and Wall Street, both local streets, as identified in the Functional Roadway Classification Plan (Figure M-2) of the Mobility Element within the Policy Plan. Therefore, no adverse impacts are anticipated in relation to the project.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**b. Substantially damage scenic resources, including, but not limited to, tress, rock outcroppings and historic buildings within a state scenic highway?**

Discussion of Effects: The City of Ontario is served by three freeways: I-10, I-15, and SR-60. I-10 and SR-60 traverse the northern and central portion of the City, respectively, in an east-west direction. I-15 traverses the northeastern portion of the City in a north-south direction. These segments of I-10, I-15, and SR-60 have not been officially designated as scenic highways by the California Department of Transportation. In addition, there are no historic buildings or any scenic resources identified on or in the vicinity of the project site. Therefore, it will not result in adverse environmental impacts.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**c. Substantially degrade the existing visual character or quality of the site and its surroundings?**

Discussion of Effects: The project would not degrade the existing visual character or quality of the site or its surroundings. The project site is located in an area that is characterized by industrial development and is surrounded by urban land uses.

The proposed project will substantially improve the visual quality of the area through development of the site with industrial buildings, which will be consistent with the policies of the Community Design Element of the Policy Plan (General Plan) and zoning designations on the property, as well as with the industrial development in the surrounding area. Therefore, no adverse impacts are anticipated.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**d. Create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?**



Discussion of Effects: New lighting will be introduced to the site with the development of the project. Pursuant to the requirements of the City's Development Code, project on-site lighting will be shielded, diffused or indirect, to avoid glare to pedestrians or motorists. In addition, lighting fixtures will be selected and located to confine the area of illumination to within the project site and minimize light spillage.

Site lighting plans will be subject to review by the Planning Department and Police Department prior to issuance of building permits (pursuant to the City's Building Security Ordinance). Therefore, no adverse impacts are anticipated.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**2. AGRICULTURE AND FOREST RESOURCES.** In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:

**a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?**

Discussion of Effects: The site is presently vacant and does not contain any agricultural uses. Further, the site is identified as Urban and Built-up Land on the map prepared by the California Resources Agency, pursuant to the Farmland Mapping and Monitoring Program. As a result, no adverse environmental impacts are anticipated.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**b. Conflict with existing zoning for agricultural use, or a Williamson Act contract?**

Discussion of Effects: The project site is not zoned for agricultural use. The project proposes to change the General Plan land use designation for these parcels. Future development will be consistent with the development standards and allowed land uses. Furthermore, there are no Williamson Act contracts in effect on the subject site. Therefore, no impacts to agricultural uses are anticipated, nor will there be any conflict with Williamson Act contracts.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**c. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?**

Discussion of Effects: The project proposes to change the land use designation for 7.85 acres of land, from General Commercial to Industrial, located at the 1155 South Wanamaker Avenue, within the Light Industrial land use district of the California Commerce Center Specific Plan; and change the land use designation for 4.05 acres of land, from General Commercial to Industrial, generally located at the northeast corner of Wall Street and Wanamaker Avenue, within the Light Industrial land use district of the Pacific Gate-East Gate Specific Plan. This would not result in the rezoning of forest land, timberland, or timberland zoned Timberland Production because such land use designations do not exist within the City of Ontario. Therefore, no impacts to forest or timberland are anticipated.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**d. Result in the loss of forest land or conversion of forest land to non-forest use?**

Discussion of Effects: There is currently no land in the City of Ontario that qualifies as forest land as defined in Public Resources Code section 12220(g). Neither The Ontario Plan nor the City's Zoning Code provide designations for forest land. Consequently, the proposed project would not result in the loss or conversion of forest land.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**e. Involve other changes in the existing environment, which, due to their location or nature, could individually or cumulatively result in loss of Farmland to non-agricultural use or conversion of forest land to non-forest use?**

Discussion of Effects: Implementation of the Project would not result in changes to the existing environment other than those previously addressed in TOP FEIR. While conversion of farmland increases the potential for adjacent areas to also be converted from farmland to urban uses. There are no agricultural uses occurring onsite and the Project does not directly result in conversion of farmland. No new cumulative impacts beyond those identified in TOP FEIR would result from Project implementation. As a result, the project will not result in loss of Farmland to non-agricultural use.

Additionally, there is currently no land in the City of Ontario that qualifies as forest land as defined in Public Resources Code Section 12220(g). Neither The Ontario Plan nor the City's Zoning Code provide designations for forest land. Consequently, to the extent that the proposed project would result in changes to the existing environment, those changes would not impact forest land.

Mitigation Required: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**3. AIR QUALITY.** Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:

**a. Conflict with or obstruct implementation of the applicable air quality plan?**

Discussion of Effects: The subject site was previously analyzed by The Ontario Plan FEIR as an industrial use and is surrounded on the north, west, and south by industrial uses and on the west by the Interstate 15 freeway. The project will not conflict with or obstruct implementation of any air quality plan. As noted in The Ontario Plan FEIR (Section 5.3), pollutant levels in the Ontario area already exceed Federal and State standards. To reduce pollutant levels, the City of Ontario is actively participating in efforts to enhance air quality by implementing Control Measures in the Air Quality Management Plan for local jurisdictions within the South Coast Air Basin.

The proposed project is consistent with The Ontario Plan, for which the EIR was prepared and impacts evaluated. Furthermore, the project is consistent with the City's participation in the Air Quality Management Plan and, because of the project's limited size and scope, will not conflict with or obstruct implementation of the plan. However, out of an abundance of caution, the project will use Tier 4 construction equipment, low emission fuel, use low VOC architectural coatings, electric forklifts and implement an alternative transportation program (which may include incentives to participate in carpool or vanpool) as recommended by the South Coast Air Quality Management District's Air Quality modeling program.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**b. Violate any air quality standard or contribute substantially to an existing or projected air quality violation?**

Discussion of Effects: The subject site was previously analyzed by The Ontario Plan FEIR as an industrial use and the anticipated building resulting from previous approved TOP amendments and will be 9,869,865 square feet less of non-residential area than analyzed under TOP FEIR. Project impacts would remain significant and unavoidable even with additional mitigation measures proposed by the 2009 Air Quality Impact Analysis prepared for TOP EIR. In addition, TOP EIR, which analyzed a residential, commercial and industrial buildout (2035) for the entire City and determined that a significant and unavoidable air quality impacts due to the magnitude of emissions that would be generated by the buildout (2035) of the Policy Plan (General Plan).

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**c. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions that exceed quantitative thresholds for ozone precursors)?**

Discussion of Effects: The project will not result in a cumulatively considerable net increase of any criteria pollutant for which the region is in non-attainment under an applicable federal or state ambient air quality because of the limited size and scope of the project. Although no impacts are anticipated, the project will still comply with the air quality standards of the TOP FEIR and the SCAQMD resulting in impacts that are less than significant [please refer to Sections 3(a) and 3(b)].

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**d. Expose sensitive receptors to substantial pollutant concentrations?**

Discussion of Effects: The subject site was previously analyzed by The Ontario Plan FEIR as an industrial use and is surrounded on the north, west, and south by industrial uses and on the west by the Interstate 15 freeway. As discussed in Section 5.3 of TOP FEIR, the proposed Project is within a non-attainment region of the SCAB. The proposed General Plan Amendment closely correlates with the land use designations of the surrounding area and will not generate significant new or greater air quality impacts than identified in TOP FEIR. Adequate mitigation (Mitigation Measure 3-1) has already been adopted by the City that would reduce air pollutants to a less-than-significant level with mitigation. No new impacts beyond those identified in TOP FEIR would result from Project implementation.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**e. Create objectionable odors affecting a substantial number of people?**

Discussion of Effects: The subject site was previously analyzed by The Ontario Plan FEIR as an industrial use and is surrounded on the north, west, and south by industrial uses and on the west by the Interstate 15 freeway. The uses proposed on the subject site, as well as those permitted within the Industrial zoning district, do not create objectionable odors. Further, the project shall comply with the policies of the Ontario Municipal Code and the Policy Plan (General Plan). Therefore, no adverse impacts are anticipated.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**4. BIOLOGICAL RESOURCES.** Would the project:

**a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?**

Discussion of Effects: The subject site was previously analyzed by The Ontario Plan FEIR as an industrial use and contained an existing theme park. The project site is located within an area that has not been identified as containing species identified as a candidate, sensitive, or special status species in local

or regional plans, policies or regulations or by the California Department of Fish and Game or the U.S. Fish and Wildlife Service. Therefore, no adverse impacts are anticipated.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?**

Discussion of Effects: The subject site was previously analyzed by The Ontario Plan FEIR as an industrial use and contained an existing theme park. The site does not contain any riparian habitat or other sensitive natural community identified by the Department of Fish & Game or Fish & Wildlife Service. Therefore, no adverse environmental impacts are anticipated.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**c. Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?**

Discussion of Effects: No wetland habitat is present on site. Therefore, project implementation would have no impact on these resources.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?**

Discussion of Effects: The site is part of a larger vacant property that is bounded on all four sides by development. As a result, there are no wildlife corridors connecting this site to other areas. Therefore, no adverse environmental impacts are anticipated.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?**

Discussion of Effects: The City of Ontario does not have any ordinances protecting biological resources. Further, the site does not contain any mature trees necessitating the need for preservation. As a result, no adverse environmental impacts are anticipated.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**f. Conflict with the provisions of an adopted Habitat Conservation Plan (HCP), Natural Community Conservation Plan (NCCP), or other approved local, regional, or state habitat conservation plan?**

Discussion of Effects: The site is not part of an adopted HCP, NCCP or other approved habitat conservation plan. As a result, no adverse environmental impacts are anticipated.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**5. CULTURAL RESOURCES.** Would the project:

**a. Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?**

Discussion of Effects: The subject site was previously analyzed by The Ontario Plan FEIR as an industrial use. The subject site has already been demolished and cleared of existing buildings that were not constructed more than 50 years of age and cannot be considered for eligibility for listing in the California Register of Historic Resources. Therefore, no adverse impacts are anticipated.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?**

Discussion of Effects: The Ontario Plan FEIR (Section 5.5) indicates no archeological sites or resources have been recorded in the City with the Archeological Information Center at San Bernardino County Museum. While only about 10 percent of the City of Ontario has been adequately surveyed for prehistoric or historic archaeology, Figure 5.5-2 of The Ontario Plan FEIR shows that the southerly portion of the subject site has been surveyed for archeological resources as well as immediately adjacent sites to the south and west. The site was previously developed for the Scandia Amusement Park and no archaeological resources were found. While no adverse impacts to archeological resources are anticipated at this site due to its urbanized nature, standard conditions have been imposed on the project that in the event of unanticipated archeological discoveries, construction activities will not continue or will moved to other parts of the project site and a qualified archaeologist shall be contacted to determine significance of these resources. If the find is discovered to be historical or unique archaeological resources, as defined in Section 15064.5 of the CEQA Guidelines, avoidance or other appropriate measures shall be implemented.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**c. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?**

Discussion of Effects: The City of Ontario is underlain by deposits of Quaternary and Upper-Pleistocene sediments deposited during the Pliocene and early Pleistocene time, Quaternary Older Alluvial sediments may contain significant, nonrenewable, paleontological resources and are, therefore, considered to have high sensitivity at depths of 10 feet or more below ground surface. In addition, the Ontario Plan FEIR (Section 5.5) indicates that one paleontological resource has been discovered in the City. However, the project proposes excavation depths to be less than 10 feet. While no adverse impacts are anticipated, standard conditions have been imposed on the project that in the event of unanticipated paleontological resources are identified during excavation, construction activities will not continue or will moved to other parts of the project site and a qualified paleontologist shall be contacted to determine significance of these resources. If the find is determined to be significant, avoidance or other appropriate measures shall be implemented.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**d. Disturb any human remains, including those interred outside of formal cemeteries?**

Discussion of Effects: The proposed project is in an area that has been previously disturbed by development. No known religious or sacred sites exist within the project area. Thus, human remains are not expected to be encountered during any construction activities. However, in the unlikely event that human remains are discovered, existing regulations, including the California Public Resources Code Section 5097.98, would afford protection for human remains discovered during development activities. Furthermore, standard conditions have been imposed on the project that in the event of unanticipated discoveries of human remains are identified during excavation, construction activities, the area shall not be disturbed until any required investigation is completed by the County Coroner and/or Native American consultation has been completed, if deemed applicable.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**e. Cause a substantial adverse change in the significance of a Tribal Cultural Resource as defined in Public Resources Code Section 21074?**

Discussion of Effects: The proposed project is in an area that has been previously disturbed by development. No known Tribal Cultural Resource sites exist within the project area. Thus, tribal artifacts are not expected to be encountered during any excavation, grading, or construction activities.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**6. GEOLOGY & SOILS.** Would the project:

**a. Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving:**

**i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.**

Discussion of Effects: There are no active faults known on the site and the project site is located outside the Fault Rapture Hazard Zone (formerly Alquist-Priolo Zone). The Ontario Plan FEIR (Section 5.7/Figure 5.7-2) identifies eight active or potentially active fault zones near the City. Given that the closest fault zone is located more than ten miles from the project site, fault rupture within the project area is not likely. All development will comply with the Uniform Building Code seismic design standards to reduce geologic hazard susceptibility. Therefore, no adverse impacts are anticipated.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**ii. Strong seismic ground shaking?**

Discussion of Effects: There are no active faults known on the site and the project site is located outside the Fault Rapture Hazard Zone (formerly Alquist-Priolo Zone). The TOP (General Plan) FEIR (Section 5.7/Figure 5.7-2) identifies eight active or potentially active fault zones near the City. The closest fault zone is located more than ten miles from the project site. The proximity of the site to the active faults will result in ground shaking during moderate to severe seismic events. All construction will be in compliance with the California Building Code, the Ontario Municipal Code, The Ontario Plan and all other ordinances adopted by the City related to construction and safety. Therefore, no adverse impacts are anticipated.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**iii. Seismic-related ground failure, including liquefaction?**

Discussion of Effects: As identified in the TOP FEIR (Section 5.7), groundwater saturation of sediments is required for earthquake induced liquefaction. In general, groundwater depths shallower than 10 feet to the surface can cause the highest liquefaction susceptibility. Depth to ground water at the project site during the winter months is estimated to be between 250 to 450 feet below ground surface. Therefore, the liquefaction potential within the project area is minimal. Implementation of The Ontario Plan strategies, Uniform Building Code and Ontario Municipal code would reduce impacts to a less than significant level.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**iv. Landslides?**

Discussion of Effects: The project would not expose people or structures to potential adverse effects, including the risk of loss, injury, or death involving landslides because the relatively flat topography of the project site (less than 2 percent slope across the City) makes the chance of landslides remote. Changing the General will not create greater landslide potential impacts than were identified in the Certified TOP FEIR. Implementation of The Ontario Plan strategies, Uniform Building Code and Ontario Municipal Code would reduce impacts to a less than significant level.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**b. Result in substantial soil erosion or the loss of topsoil?**

Discussion of Effects: Changing the General Plan will not create greater erosion impacts than were identified in the Certified TOP FEIR. Impacts will be less than significant with mitigation.

The project will not result in significant soil erosion or loss of topsoil because of the previously disturbed and developed nature of the project site and the limited size and scope of the project. Grading increases the potential for erosion by removing protective vegetation, changing natural drainage patterns, and constructing slopes. However, compliance with the California Building Code and review of grading plans by the City Engineer will ensure no significant impacts will occur. In addition, the City requires an erosion/dust control plan for projects located within this area. Implementation of a NPDES program, the Environmental Resource Element of the Policy Plan (General Plan) strategies, Uniform Building Code and Ontario Municipal code would reduce impacts to a less than significant level.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?**

Discussion of Effects: Changing the General Plan of the site will not create greater landslide potential impacts than were identified in the Certified TOP FEIR. In addition, the associated projects would not result in the location of development on a geologic unit or soil that is unstable, or that would become unstable because as previously discussed, the potential for liquefaction and landslides associated with the project is less than significant. The Ontario Plan FEIR (Section 5.7) indicates that subsidence is generally associated with large decreases or withdrawals of water from the aquifer. The project would not withdraw water from the existing aquifer. Further, implementation of The Ontario Plan strategies, Uniform Building Code and Ontario Municipal code would reduce impacts to a less than significant level.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?**

Discussion of Effects: The majority of Ontario, including the project site, is located on alluvial soil deposits. These types of soils are not considered to be expansive. Therefore, no adverse impacts are anticipated.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**e. Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?**

Discussion of Effects: The area is served by the local sewer system and the use of alternative systems is not necessary. There will be no impact to the sewage system.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**7. GREENHOUSE GAS EMISSIONS.** Would the project:

**a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?**

Discussion of Effects: The subject site was previously analyzed by The Ontario Plan FEIR as an industrial use. The impact of buildout of The Ontario Plan on the environment due to the emission of greenhouse gases ("GHGs") was analyzed in the Environmental Impact Report ("EIR") for the Policy Plan (General Plan). According to the EIR, this impact would be significant and unavoidable. (Re-circulated Portions of the Ontario Plan Draft Environmental Impact Report, p. 2-118.) This EIR was certified by the City on January 27, 2010, at which time a statement of overriding considerations was also adopted for The Ontario Plan's significant and unavoidable impacts, including that concerning the emission of greenhouse gases.

Changing the General Plan land use designation on the subject site will not create significantly greater impacts than were identified in the Certified TOP FEIR. Pursuant to Public Resources Code Section 21083.3, this impact need not be analyzed further, because (1) the proposed project would result in an impact that was previously analyzed in The Ontario Plan EIR, which was certified by the City; (2) the proposed project would not result in any greenhouse gas impacts that were not addressed in The Ontario Plan EIR; (3) the proposed project is consistent with The Ontario Plan. The proposed impacts of the project were already analyzed in the TOP EIR and the project will be built to current energy efficient standards. Potential impacts of project implementation will be less than significant with mitigation already required under the TOP EIR and current energy efficiency standards. No changes or additions to TOP FEIR analyses are necessary.

Mitigation Required: No new mitigation measures required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary. The mitigation measures adopted as part of TOP FEIR adequately address any potential significant impacts and there is no need for any additional mitigation measures. The City has reviewed the emission reduction measures and concepts in The Ontario Plan EIR's MM 6-2 and 6-3, and has determined that the following actions apply and shall be undertaken by the applicant in connection with the project: energy efficient design, efficient irrigation systems, electric vehicle charging stations, and compliance with Title 24 of the California Code of Regulations.

**b. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?**

Discussion of Effects: The subject site was previously analyzed by The Ontario Plan FEIR as an industrial use. The proposed project is consistent with The Ontario Plan Goal ER 4 of improving air quality by, among other things, implementation of Policy ER4-3, regarding the reduction of greenhouse gas emissions in accordance with regional, state and federal regulations. In addition, the proposed project is



consistent with the policies outlined in Section 5.6.4 of the Environmental Impact Report for The Ontario Plan, which aims to reduce the City's contribution of greenhouse gas emissions at build-out by fifteen (15%), because the project is upholding the applicable City's adopted mitigation measures as represented in 6-1 through 6-6 and energy efficient design, efficient irrigation systems, electric vehicle charging stations, and compliance with Title 24 of the California Code of Regulations. The project is consistent with the City's Climate Action Plan. Therefore, the proposed project does not conflict with an applicable plan, policy or regulation adopted for the purpose of reducing emissions of greenhouse gases.

Mitigation Required No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary

**8. HAZARDS & HAZARDOUS MATERIALS.** Would the project:

**a. Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials?**

Discussion of Effects: The subject site was previously analyzed by The Ontario Plan FEIR as an industrial use. The project is not anticipated to involve the transport, use or disposal of hazardous materials during either construction or project implementation. Therefore, no adverse impacts are anticipated. However, in the unlikely event of an accident, implementation of the strategies included in The Ontario Plan will decrease the potential for health and safety risks from hazardous materials to a less than significant impact.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?**

Discussion of Effects: The subject site was previously analyzed by The Ontario Plan FEIR as an industrial use. The proposed project does not include the use of hazardous materials or volatile fuels. In addition, there are no known stationary commercial or industrial land uses within close proximity to the subject site, which use/store hazardous materials to the extent that they would pose a significant hazard to visitors/occupants to the subject site, in the event of an upset condition resulting in the release of a hazardous material.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances or waste within one-quarter mile of an existing or proposed school?**

Discussion of Effects: The proposed project does not include the use, emissions or handling of hazardous or acutely hazardous materials, substances or waste. Therefore, no impacts are anticipated.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?**

Discussion of Effects: The proposed project site is not listed on the hazardous materials site compiled pursuant to Government Code Section 65962.5. Therefore, the project would not create a hazard to the public or the environment and no impact is anticipated.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**e. For a project located within the safety zone of the airport land use compatibility plan for ONT or Chino Airports, would the project result in a safety hazard for people residing or working in the project area?**

Discussion of Effects: The proposed project was reviewed and found to be 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) for ONT. The subject site is required to file and record an Avigation Easement with the Ontario International Airport Authority prior to obtaining a Certificate of Occupancy. A portion of the project site is located within Safety Zone 4, however the proposed land use change from Commercial to Industrial is a compatible land use. In addition, the project site lies outside the boundaries of the Chino Airport Influence Area. Therefore, any impacts would be reduced to a less than significant level.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**f. For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?**

Discussion of Effects: The project site is not located within the vicinity of a private airstrip. Therefore, no impacts are anticipated.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**g. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?**

Discussion of Effects: The City's Safety Element, as contained within The Ontario Plan, includes policies and procedures to be administered in the event of a disaster. The Ontario Plan seeks interdepartmental and inter-jurisdictional coordination and collaboration to be prepared for, respond to and recover from everyday and disaster emergencies. In addition, the project will comply with the requirements of the Ontario Fire Department and all City requirements for fire and other emergency access. Because the project is required to comply with all applicable City codes, any impacts would be reduced to a less than significant level.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**h. Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?**

Discussion of Effects: The project site is not located in or near wildlands. Therefore, no impacts are anticipated.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**9. HYDROLOGY & WATER QUALITY.** Would the project:

**a. Violate any other water quality standards or waste discharge requirements or potential for discharge of storm water pollutants from areas of material storage, vehicle or equipment fueling, vehicle or equipment maintenance (including washing), waste handling, hazardous materials handling or storage, delivery areas or loading docks, or other outdoor work areas?**

Discussion of Effects: The project site is served by City water and sewer service and will not affect water quality standards or waste discharge requirements. Discharge of storm water pollutants from areas of materials storage, vehicle or equipment fueling, vehicle or equipment maintenance (including washing, waste handling, hazardous materials handling or storage, delivery areas or loading docks, or other outdoor

work) areas could result in a temporary increase in the amount of suspended solids, trash and debris, oil and grease, organic compounds, pesticides, nutrients, heavy metals and bacteria pathogens in surface flows during a concurrent storm event, thus resulting in surface water quality impacts. The site is required to comply with the statewide National Pollutant Discharge Elimination System (NPDES) General Industrial Activities Stormwater Permit, the San Bernardino County Area-Wide Urban Runoff Permit (MS4 permit) and the City of Ontario's Municipal Code (Title 6, Chapter 6 (Stormwater Drainage System)). This would reduce any impacts to below a level of significance. Furthermore, the applicant for the subject site has submitted a Preliminary Water Quality Management Plan (PWQMP), which establishes the subject sites' compliance with storm water discharge and water quality management requirements. The PWQMP includes site design measures that capture runoff and pollutant transport by minimizing impervious surfaces and maximizes low impact development (LID) best management practices (BMPs), such as retention and infiltration, biotreatment and evapotranspiration. The PWQMP proposes the use of an underground stormwater infiltration system for the subject sites. Any overflow drainage will be conveyed to the public street by way of parkway culverts.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**b. Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?**

Discussion of Effects: The subject site was previously analyzed by The Ontario Plan FEIR as an industrial use. No increases in the current amount of water flow to the project site are anticipated, and the proposed project will not deplete groundwater supplies, nor will it interfere with recharge. The water use associated with the proposed use of the property was included in The Ontario Plan FEIR analysis. The development of the site will require the grading of the site and excavation is expected to be less than three feet and would not affect the existing aquifer, estimated to be about 230 to 250 feet below the ground surface. No adverse impacts are anticipated.

Mitigation: No additional mitigation required.

**c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site or volume of storm water runoff to cause environmental harm or potential for significant increases in erosion of the project site or surrounding areas?**

Discussion of Effects: It is not anticipated that the project would alter the drainage pattern of the site or area, in a manner that would result in erosion, siltation or flooding on-or-off site nor will the proposed project increase the erosion of the subject site or surrounding areas. The existing drainage pattern of the project site will not be altered and it will have no significant impact on downstream hydrology. Stormwater generated by the project will be discharged in compliance with the statewide NPDES General Construction Activities Stormwater Permit and San Bernardino County MS4 permit requirements. With the full implementation of a Storm Water Pollution Prevention Plan developed in compliance with the General Construction Activities Permit requirements, the Best Management Practices included in the SWPPP, and a stormwater monitoring program would reduce any impacts to below a level of significance. No streams or streambeds are present on the site. No changes in erosion off-site are anticipated. The stormwater flows will enter an existing 72-inch pipe in South Wanamaker Avenue.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**d. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or off-site or potential for significant changes in the flow velocity or volume of storm water runoff to cause environmental harm?**

Discussion of Effects: The proposed project is not anticipated to increase the flow velocity or volume of storm water runoff to cause environmental harm from the site and will not create a burden on

existing infrastructure. Furthermore, with the implementation of an approved Water Quality Management Plan developed for the site, in compliance with the San Bernardino County MS4 Permit requirements, stormwater runoff volume shall be reduced to below a level of significance.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**e. Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff (a&b) during construction and/or post-construction activity?**

Discussion of Effects: It is not anticipated that the project would create or contribute runoff water that would exceed the capacity of existing or planned stormwater drainage systems or create or contribute stormwater runoff pollutants during construction and/or post-construction activity. The stormwater flows will enter an existing 72-inch pipe in South Wanamaker Avenue. Pursuant to the requirements of The Ontario Plan, the City's Development Code, and the San Bernardino County MS4 Permit's "Water Quality Management Plan" (WQMP), individual developments must provide site drainage and WQMP plans according to guidelines established by the City's Engineering Department. If master drainage facilities are not in place at the time of project development, then standard engineering practices for controlling post-development runoff may be required, which could include the construction of on-site storm water detention and/or retention/infiltration facilities. Therefore, no impacts are anticipated.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**f. Otherwise substantially degrade water quality or potential for discharge of storm water to affect the beneficial uses of receiving water?**

Discussion of Effects: Activities associated with the construction period, could result in a temporary increase in the amount of suspended solids in surface flows during a concurrent storm event, thus resulting in surface water quality impacts. The site is required to comply with the statewide NPDES General Construction Permit and the City of Ontario's Municipal Code (Title 6, Chapter 6 (Stormwater Drainage System)) to minimize water pollution. Thus it is anticipated that there is no potential for discharges of stormwater during construction that will affect the beneficial uses of the receiving waters. However, with the General Construction Permit requirement and implementation of the policies in The Ontario Plan, any impacts associated with the project would be less than significant.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**g. Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?**

Discussion of Effects: The project site is not located within a 100-year flood hazard area as mapped on a Federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map. Therefore, no impacts are anticipated.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**h. Place within a 100-year flood hazard area, structures that would impede or redirect flood flows?**

Discussion of Effects: As identified in the Safety Element (Exhibit S-2) of the Policy Plan (General Plan), the site lies outside of the 100-year flood hazard area. Therefore, no adverse impacts are anticipated.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**i. Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?**

Discussion of Effects: As identified in the Safety Element (Exhibit S-2) of The Ontario Plan, the site lies outside of the 100-year flood hazard area. No levees or dams are located near the project site. Therefore, no adverse impacts are anticipated.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**j. Expose people or structures to inundation by seiche, tsunami or mudflow?**

Discussion of Effects: There are no lakes or substantial reservoirs near the project site; therefore, impacts from seiche are not anticipated. The City of Ontario has relatively flat topography, less than two percent across the City, and the chance of mudflow is remote. Therefore, no impacts are anticipated.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**10. LAND USE & PLANNING.** Would the project:

**a. Physically divide an established community?**

Discussion of Effects: The project site is located in an area that is currently developed with urban land uses. This project will be of similar design and size to surrounding development. No adverse impacts are anticipated.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**b. Conflict with applicable land use plan, policy or regulation of agencies with jurisdiction over the project (including, but not limited to general plan, airport land use compatibility plan, specific plan, or development code) adopted for the purpose of avoiding or mitigation an environmental effect?**

Discussion of Effects: The subject site was previously analyzed by The Ontario Plan FEIR as an industrial use. The subject site ultimately was not designated for industrial use in The Ontario Plan at the request of the subject site owner who was concerned about potential protecting the theme park existing use. The subject site is zoned light industrial in applicable zoning. Changing the General Plan on the subject parcels will not create greater impacts than were identified in the Certified TOP FEIR. The proposed project does not interfere with any policies for environmental protection. As such, no impacts are anticipated.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**c. Conflict with any applicable habitat conservation plan or natural community conservation plan?**

Discussion of Effects: There are no adopted habitat conservation plans in the project area. As such no conflicts or impacts are anticipated.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**11. MINERAL RESOURCES.** Would the project:

**a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?**

Discussion of Effects: The project site is located within a mostly developed area surrounded by urban land uses. There are no known mineral resources in the area. Therefore, no impacts are anticipated.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**b. Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?**

Discussion of Effects: There are no known mineral resources in the area. No impacts are anticipated.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**12. NOISE.** Would the project result in:

**a. Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?**

Discussion of Effects: The subject site was previously analyzed by The Ontario Plan FEIR as an industrial use and the project will not expose people to or generate noise levels in excess of standards as

established in The Ontario Plan FEIR (Section 5.12). The subject site is surrounded on the north, west, and south sides by industrial uses, to the east of the subject site is the Interstate 15 freeway, and the subject site is within the landing approach of the Ontario International Airport. No additional analysis will be required at the time of site development review.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**b. Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?**

Discussion of Effects: The subject site was previously analyzed by The Ontario Plan FEIR as an industrial use and the uses associated with this project normally do not induce groundborne vibrations. As such, no impacts are anticipated.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**c. A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?**

Discussion of Effects: The subject site was previously analyzed by The Ontario Plan FEIR as an industrial use and will not be a significant noise generator and will not cause a substantial permanent increase in ambient noise levels as analyzed in The Ontario Plan FEIR and described in Figure 5.12 of The Ontario Plan FEIR. Moreover, the proposed use will be required to operate within the noise levels permitted for commercial development, pursuant to City of Ontario Development Code. Therefore, no increases in noise levels within the vicinity of the project are anticipated.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**d. A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?**

Discussion of Effects: Temporary construction activities will minimally impact ambient noise levels. All construction machinery will be maintained according to industry standards to help minimize the impacts. Normal activities associated with the project are unlikely to increase ambient noise levels.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**e. For a project located within the noise impact zones of the airport land use compatibility plan for ONT and Chino Airports, would the project expose people residing or working in the project area to excessive noise levels?**

Discussion of Effects: The proposed Amendment was reviewed and found to be 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) for ONT. The project site is located outside of the Safety, Noise Impact and Airspace Protection Zones. A portion of the project site is located within the 70-75 dB CNEL and 65-70 dB CNEL Noise Impact Zones, however the proposed land use change from Commercial to Industrial is a compatible land use. In addition, the project site lies outside the boundaries of the Chino Airport Influence Area. Therefore, no impacts are anticipated.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**f. For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?**

Discussion of Effects: The project site is not located within the vicinity of a private airstrip. Therefore, no impacts are anticipated.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.



**13. POPULATION & HOUSING.** Would the project:

**a. Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of road or other infrastructure)?**

Discussion of Effects: The subject site was previously analyzed by the TOP FEIR as an industrial use and changing the General Plan on the subject site would not induce significant population growth. Therefore, no impacts are anticipated.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**b. Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?**

Discussion of Effects: The project site does not contain existing housing. Changing the General Plan on the parcels will not create existing housing impacts.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**c. Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?**

Discussion of Effects: The project site does not contain residential zoning. Changing the General Plan on the parcels will not create existing housing impacts.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**14. PUBLIC SERVICES.** Would the project:

**a. Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:**

**i. Fire protection?**

Discussion of Effects: The site is in a developed area currently served by the Ontario Fire Department. The project will not require the construction of any new facilities or alteration of any existing facilities or cause a decline in the levels of service, which could cause the need to construct new facilities. No impacts are anticipated.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**ii. Police protection?**

Discussion of Effects: The site is in a developed area, currently served by the Ontario Police Department. The project will not require the construction of any new facilities or alteration of any existing facilities or cause a decline in the levels of service, which could cause the need to construct new facilities. No impacts are anticipated.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**iii. Schools?**

Discussion of Effects: The project will be required to pay school fees as prescribed by state law prior to the issuance of building permits. No impacts are anticipated.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**iv. Parks?**

Discussion of Effects: The site is in a developed area, currently served by the City of Ontario. The project will not require the construction of any new facilities or alteration of any existing facilities or cause a decline in the levels of service, which could cause the need to construct new facilities. No impacts are anticipated.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**v. Other public facilities?**

Discussion of Effects: The site is in a developed area, currently served by the City of Ontario. The project will not require the construction of any new facilities or alteration of any existing facilities or cause a decline in the levels of service, which could cause the need to construct new facilities. No impacts are anticipated.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**15. RECREATION.** Would the project:

**a. Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?**

Discussion of Effects: This project is not proposing any significant new housing or large employment generator that would cause an increase in the use of neighborhood parks or other recreational facilities. No impacts are anticipated.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**b. Does the project include recreational facilities or require the construction or expansion of recreational facilities that have an adverse physical effect on the environment?**

Discussion of Effects: This project is not proposing any new significant housing or large employment generator that would require the construction of neighborhood parks or other recreational facilities. No impacts are anticipated.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**16. TRANSPORTATION/TRAFFIC.** Would the project:

**a. Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited?**

Discussion of Effects: The subject site was previously analyzed by The Ontario Plan FEIR as an industrial use and is surrounded on the north, west, and south by industrial uses and on the west by the Interstate 15 freeway. The project is in an area that is mostly developed with all street improvements existing. The Ontario Plan EIR analyzed and projected a total of 257,405,754 square feet of nonresidential uses (commercial, industrial, and office uses) for buildout, and increase of 178,815,743 square feet of nonresidential uses over then-existing conditions and 14,057,777 square feet of nonresidential uses over

the then-current General Plan buildout. Overall, the Proposed Land Use Plan was projected to generate 3,053,263 daily trips City-wide, an increase of 13 percent over the then-current General Plan (2,702,272 daily trips City-wide) and 142 percent increase over then-existing conditions (1,263,405 daily trips City-wide). Subsequent amendments, including the current proposed amendment, result in a significant decrease in buildout, a decrease of 9,823,774 square feet from the buildout projected and analyzed in TOP EIR. Therefore, the traffic impacts will be consistent with and less than the traffic impacts projected and analyzed under TOP EIR. Additionally, the number of vehicle trips per day is not expected to increase from the existing use (See Trip Generation Comparison above). Therefore, the project will not create a substantial increase in the number of vehicle trips, traffic volume or congestion at intersections. Less than significant impacts are anticipated.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**b. Conflict with an applicable congestion management program, including, but not limited to, level of service standard and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?**

Discussion of Effects: The subject site was previously analyzed by The Ontario Plan FEIR as an industrial use and is surrounded on the north, west, and south by industrial uses and on the west by the Interstate 15 freeway. The Ontario Plan EIR analyzed and projected a total of 257,405,754 square feet of nonresidential uses (commercial, industrial, and office uses) for buildout, and increase of 178,815,743 square feet of nonresidential uses over then-existing conditions and 14,057,777 square feet of nonresidential uses over the then-current General Plan buildout. Overall, the Proposed Land Use Plan was projected to generate 3,053,263 daily trips City-wide, an increase of 13 percent over the then-current General Plan (2,702,272 daily trips City-wide) and 142 percent increase over then-existing conditions (1,263,405 daily trips City-wide). Subsequent amendments, including the current proposed amendment, result in a significant decrease in buildout, a decrease of 9,823,774 square feet from the buildout projected and analyzed in TOP EIR. Therefore, the traffic impacts will be consistent with and less than the traffic impacts projected and analyzed under TOP EIR. The project is in an area that is mostly developed with all street improvements existing. The project will not conflict with an applicable congestion management program or negatively impact the level of service standards on adjacent arterials, as the amount of trips to be generated are minimal in comparison to existing capacity in the congestion management program. Additionally, the number of vehicle trips is not expected to significantly increase from the existing use (See Trip Generation Comparison above). Less than significant impacts are anticipated.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**c. Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?**

Discussion of Effects: The project will not create a substantial safety risk or interfere with air traffic patterns at Ontario International Airport as the project is under FAA-imposed height restrictions. No impacts are anticipated.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**d. Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?**

Discussion of Effects: The project is in an area that is mostly developed. All street improvements are complete and no alterations are proposed for adjacent intersections or arterials. The project will, therefore, not create a substantial increase in hazards due to a design feature. No impacts are anticipated.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**e. Result in inadequate emergency access?**

Discussion of Effects: The project will be designed to provide access for all emergency vehicles and will therefore not create an inadequate emergency access. No impacts are anticipated.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**f. Result in inadequate parking capacity?**

Discussion of Effects: The project meets parking standards established by the Ontario Development Code and will therefore not create an inadequate parking capacity. No impacts are anticipated.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**g. Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?**

Discussion of Effects: The project does not conflict with any transportation policies, plans or programs. Therefore, no impacts are anticipated.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**17. TRIBAL CULTURAL RESOURCES.** Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

**a. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)?**

Discussion of Effects: The subject site was previously analyzed by the TOP FEIR as an industrial use and is not listed in the California Register of Historic Resources or local register of historical resources. Changing the General Plan on the 7.85-acre and 4.05-acre sites will not create greater impacts than were identified in the Certified TOP FEIR.

Mitigation: No new mitigation measures required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**b. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.**

Discussion of Effects: The subject site is not listed in the California Register of Historic Resources. The City notified California Native American Tribes regarding the Project. One Tribe requested consultation. Consultation was initiated with Gabrieleno Band of Mission Indians – Kizh Nation and concluded without any additional mitigation. No impacts are anticipated through Project implementation.

Mitigation: No new mitigation measures required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**18. UTILITIES AND SERVICE SYSTEMS.** Would the project:

**a. Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?**

Discussion of Effects: The proposed project is served by the City of Ontario sewer system, which has an 8-inch sewer line available for connection in Wall Street, and for which has waste treated by the Inland Empire Utilities Agency at the RP-1 treatment plant. The project is required to meet the requirements of the Ontario Engineering Department regarding wastewater. No impacts are anticipated.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**b. Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?**

Discussion of Effects: The proposed project is served by City of Ontario water system and has a 12-inch water line available for connection in Wall Street and adequate water supply for the project. The proposed project is served by the City of Ontario sewer system, which has an 8-inch sewer line available for connection off Wall Street, and which has waste treated by the Inland Empire Utilities Agency at the RP-1 treatment plant. RP-1 is not at capacity and this project will not cause RP-1 to exceed capacity. The project will therefore not require the construction of new water or wastewater treatment facilities, or the expansion of existing facilities. No impacts are anticipated.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**c. Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?**

Discussion of Effects: The proposed project is served by the City of Ontario by a 72-inch storm drain located in South Wanamaker Avenue. The project is required to meet the requirements of the Ontario Engineering Department regarding storm drain facilities. No impacts are anticipated.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**d. Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed? In making this determination, the City shall consider whether the project is subject to the water supply assessment requirements of Water Code Section 10910, et seq. (SB 610), and the requirements of Government Code Section 664737 (SB 221).**

Discussion of Effects: The project is served by the City of Ontario water system. There is currently a sufficient water supply available to the City of Ontario to serve this project. No impacts are anticipated.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**e. Result in a determination by the wastewater treatment provider that serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?**

Discussion of Effects: The proposed project is served by the City of Ontario sewer system, which has waste treated by the Inland Empire Utilities Agency at the RP-1 treatment plant. RP-1 is not at capacity and this project will not cause RP-1 to exceed capacity. No impacts are anticipated.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**f. Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?**

Discussion of Effects: City of Ontario serves the proposed project. Currently, the City of Ontario contracts with a waste disposal company that transports trash to a landfill with sufficient capacity to handle the City's solid waste disposal needs. No impacts are anticipated.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**g. Comply with federal, state, and local statutes and regulations related to solid waste?**

Discussion of Effects: This project complies with federal, state, and local statutes and regulations regarding solid waste. Therefore, no impacts are anticipated.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**19. MANDATORY FINDINGS OF SIGNIFICANCE.**

**a. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?**

Discussion of Effects: The proposed project does not have the potential to reduce wildlife habitat and threaten a wildlife species. Therefore, no impacts are anticipated.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**b. Does the project have the potential to achieve short-term environmental goals to the disadvantage of long-term environmental goals?**

Discussion of Effects: The project does not have the potential to achieve short-term environmental goals to the disadvantage of long-term environmental goals.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**c. Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current project, and the effects of probable future projects.)**

Discussion of Effects: The project does not have impacts that are cumulatively considerable.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

**d. Does the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?**

Discussion of Effects: The project does not have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly.

Mitigation: No additional mitigation required. The Project will not result in any new, increased or substantially different impacts, other than those previously considered and addressed in the Certified TOP FEIR. No changes or additions to TOP FEIR analyses are necessary.

## **EARLIER ANALYZES**

*(Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, one or more effects have been adequately analyzed in an earlier EIR or Negative Declaration. Section 15063(c)(3)(D)):*

**1) Earlier Analyzes Used.** Identify earlier analyzes used and state where they are available for review.

- a) The Ontario Plan Final EIR
- b) The Ontario Plan
- c) City of Ontario Zoning
- d) Ontario International Airport Land Use Compatibility Plan
- e) Ontario International Airport Land Use Compatibility Plan Negative Declaration (SCH 2011011081)

All documents listed above are on file with the City of Ontario Planning Department, 303 East "B" Street, Ontario, California 91764, (909) 395-2036.

**2) Impacts Adequately Addressed.** Identify which effects from the above checklist were within the scope of, and adequately analyzed in, an earlier document pursuant to applicable legal standards.

## **MITIGATION MEASURES**

*(For effects that are "Less than Significant with Mitigation Incorporated," describe the mitigation measures, which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.)*

The Mitigation Measures contained in the Certified TOP Environmental Impact Report adequately mitigate the impacts of the proposed project. These mitigation measures are contained in the Mitigation Monitoring Program.

No additional mitigation beyond that previously imposed is required.



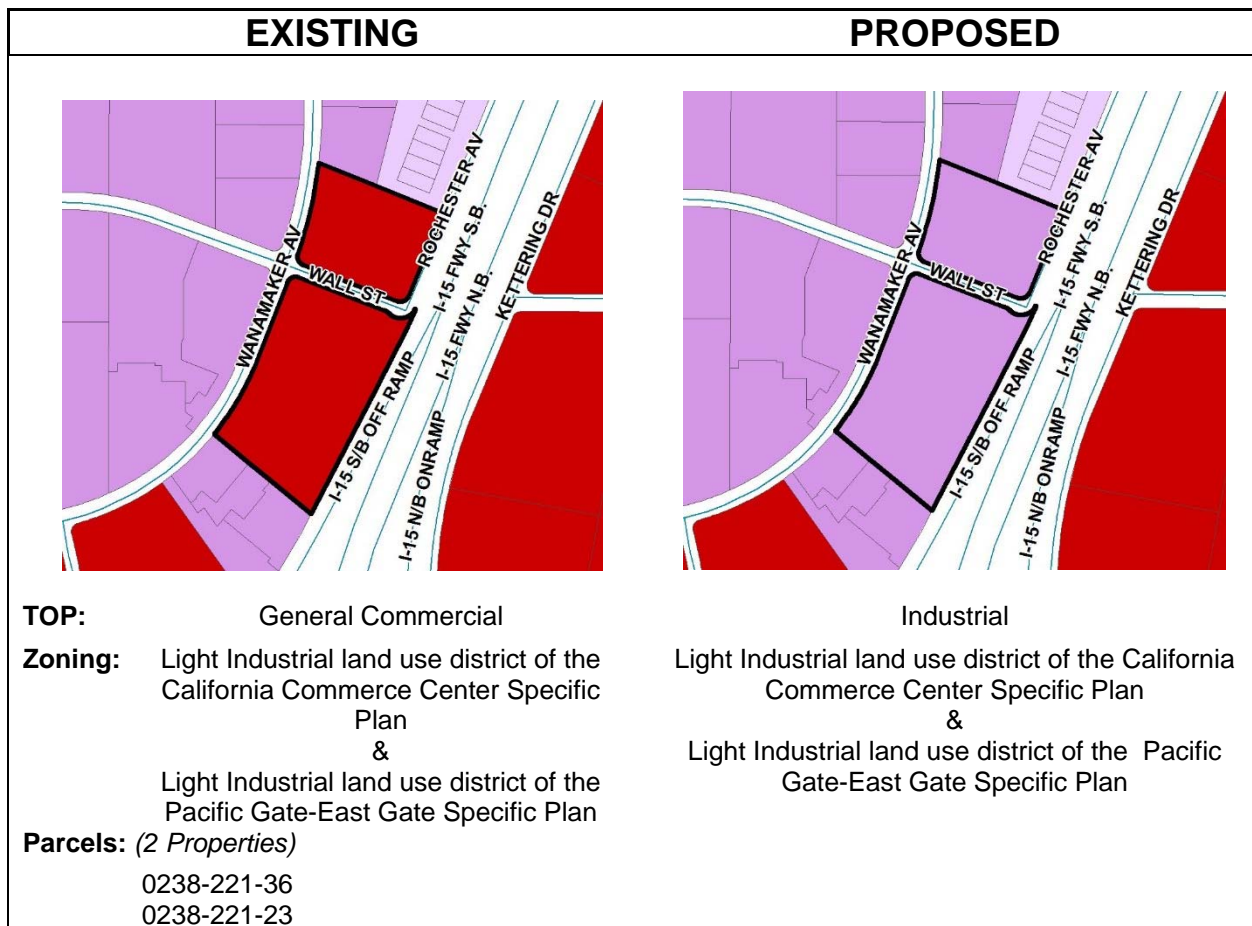




## Exhibit C PGPA19-002 Proposed General Plan Amendment

### TOP Legend:

	Rural Residential		Neighborhood Commercial		Airport		Public Facility
	Low Density Residential		General Commercial		Land Fill		Public School
	Low-Medium Density Residential		Office Commercial		Open Space - Parkland		COM Overlay
	Medium Density Residential		Hospitality		Open Space - Water		BP Overlay
	High Density Residential		Business Park		Open Space - Non-Recreation		IND Overlay
	Mixed Use		Industrial		Rail		



## Exhibit D PGPA19-002 Modified Future Buildout Table



### LU-03 Future Buildout<sup>1</sup>

Land Use	Acres <sup>2</sup>	Assumed Density/Intensity <sup>3</sup>	Units	Population <sup>4</sup>	Non-Residential Square Feet	Jobs <sup>5</sup>
<b>Residential</b>						
Rural	529	2.0 du/ac	1,059	4,232		
Low Density <sup>6</sup>	7,255	4.0 du/ac (OMC) 4.5 du/ac (NMC)	30,584	122,244		
Low-Medium <sup>6</sup> Density	1,000	8.5 du/ac	8,500	33,976		
Medium Density	1,897	18.0 du/ac (OMC) 22.0 du/ac (NMC)	38,200	133,791		
High Density	183	35.0 du/ac	6,415	21,470		
<b>Subtotal</b>	<b>10,865</b>		<b>84,758</b>	<b>315,713</b>		
<b>Mixed Use</b>						
• Downtown	113	• 60% of the area at 35 du/ac • 40% of the area at 0.80 FAR for office and retail	2,365	4,729	1,569,554	2,808
• East Holt Boulevard	57	• 25% of the area at 30 du/ac • 50% of the area at 1.0 FAR office • 25% of area at 0.80 FAR retail	428	856	1,740,483	3,913
• Meredith	93	• 23% of the area at 37.4 du/ac • 72% at 0.35 FAR for office and retail uses • 5% at 0.75 FAR for Lodging	800	1,600	1,172,788	1,462
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<b>Subtotal</b>	<b>1,668</b>		<b>15,129</b>	<b>30,257</b>	<b>34,922,836</b>	<b>72,383</b>

## Exhibit D PGPA19-002 Modified Future Buildout Table



### LU-03 Future Buildout<sup>1</sup>

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<b>Retail/Service</b>						
Neighborhood <sup>6</sup> Commercial	281	0.30 FAR			3,671,585	8,884
General Commercial	<del>531</del> 519	0.30 FAR			<del>6,944,858</del> 6,788,695	<del>6,452</del> 6,307
Office/Commercial	514	0.75 FAR			16,805,775	37,269
Hospitality	142	1.00 FAR			6,177,679	7,082
<b>Subtotal</b>	<del>1,469</del> <b>1,457</b>				<del>33,599,897</del> <b>33,443,735</b>	<del>59,687</del> <b>59,542</b>
<b>Employment</b>						
Business Park	1,507	0.40 FAR			26,261,610	46,075
Industrial	<del>6,272</del> 6,384	0.55 FAR			<del>152,661,502</del> 152,947,800	<del>134,132</del> 134,383
<b>Subtotal</b>	<del>7,979</del> <b>7,891</b>				<del>178,923,112</del> <b>179,209,410</b>	<del>180,207</del> <b>180,459</b>
<b>Other</b>						
Open Space-Non-Recreation	1,232	Not applicable				
Open Space-Parkland <sup>6</sup>	950	Not applicable				
Open Space-Water	59	Not applicable				
Public Facility	97	Not applicable				
Public School	632	Not applicable				
LA/Ontario International Airport	1,677	Not applicable				
Landfill	137	Not applicable				
Railroad	251	Not applicable				
Roadways	4,871	Not applicable				
<b>Subtotal</b>	<b>9,906</b>					
<b>Total</b>	<b>31,786</b>		<b>99,887</b>	<b>345,971</b>	<del>247,445,845</del> <b>247,575,980</b>	<del>312,277</del> <b>312,383</b>

**Notes**

- Historically, citywide buildout levels do not achieve the maximum allowable density/intensity on every parcel and are, on average, lower than allowed by the Policy Plan. Accordingly, the buildout projections in this Policy Plan do not assume buildout at the maximum density or intensity and instead are adjusted downward. To view the buildout assumptions, access the Methodology report.
- Acres are given as adjusted gross acreages, which do not include the right-of-way for roadways, flood control facilities, or railroads.
- Assumed Density/Intensity includes both residential density, expressed as units per acre, and non-residential intensity, expressed as floor area ratio (FAR), which is the amount of building square feet in relation to the size of the lot.
- Projections of population by residential designation are based on a persons-per-household factor that varies by housing type. For more information, access the Methodology report.
- To view the factors used to generate the number of employees by land use category, access the Methodology report.
- Acreages and corresponding buildout estimates for these designations do not reflect underlying land uses within the Business Park, Industrial and Commercial Overlays. Estimates for these areas are included within the corresponding Business Park, Industrial and General Commercial categories.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PGPA19-002, AN AMENDMENT TO THE POLICY PLAN (GENERAL PLAN) COMPONENT OF THE ONTARIO PLAN TO: [1] MODIFY EXHIBIT LU-01, OFFICIAL LAND USE PLAN, CHANGING THE LAND USE DESIGNATION ON TWO PARCELS TOTALING 11.9 ACRES OF LAND, FROM GENERAL COMMERCIAL TO INDUSTRIAL, INCLUDING A 7.85-ACRE PARCEL LOCATED AT THE SOUTHEAST CORNER OF WALL STREET AND WANAMAKER AVENUE, WITHIN THE LIGHT INDUSTRIAL LAND USE DISTRICT OF THE CALIFORNIA COMMERCE CENTER SPECIFIC PLAN, AND A 4.05-ACRE PARCEL LOCATED AT THE NORTHEAST CORNER OF WALL STREET AND WANAMAKER AVENUE, WITHIN THE LIGHT INDUSTRIAL LAND USE DISTRICT OF THE PACIFIC GATE/EAST GATE SPECIFIC PLAN; AND [2] MODIFY EXHIBIT LU-03, FUTURE BUILDOUT, TO BE CONSISTENT WITH THE PROPOSED LAND USE DESIGNATION CHANGES OF THE POLICY PLAN, AND MAKING FINDINGS IN SUPPORT THEREOF—APNS: 0238-221-36 AND 0238-221-23. (SEE EXHIBITS A AND B, ATTACHED) (PART OF CYCLE 2 FOR THE 2019 CALENDAR YEAR).

WHEREAS, THE CITY OF ONTARIO (hereinafter referred to as "Applicant") has filed an Application for the approval of a General Plan Amendment, File No. PGPA19-002, as described in the title of this Resolution (hereinafter referred to as "Application" or "Project"); and

WHEREAS, the City of Ontario adopted the Policy Plan (General Plan) as part of The Ontario Plan in January 2010. Since the adoption of The Ontario Plan, the City has further evaluated Exhibit LU-01 Official Land Use Plan and Exhibit LU-03 Future Buildout, and is proposing certain modifications; and

WHEREAS, the Application applies to two parcels totaling 11.9 acres of land generally located at the northeast and southeast corners of Wanamaker Avenue and Wall Street, within the Light Industrial land use districts of the California Commerce Center Specific Plan and Pacific Gate-East/Gate Specific Plans. The southern parcel is presently improved with the former Scandia Amusement Park, which has been partially demolished, and the northern parcel is currently vacant; and

WHEREAS, the proposed changes to Exhibit LU-01 Official Land Use Plan include changes to land use designations of certain properties shown in Attachment 1, attached, to make the land use designations of these properties consistent with the adjacent properties; and

WHEREAS, Policy Plan Exhibit LU-03 (Future Buildout) specifies the expected buildout for the City of Ontario, incorporating the adopted land use designations. The proposed changes to Exhibit LU-01 Official Land Use Plan will require that Exhibit LU-03

Future Buildout is modified to be consistent with Exhibit LU-01 Official Land Use Plan, as depicted in Attachment 2, attached; and

WHEREAS, the Application is a project pursuant to the California Environmental Quality Act — Public Resources Code Section 21000 et seq. — (hereinafter referred to as "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 City of Ontario consulted with the Gabrieleño Band of Mission Indians - Kizh Nation pursuant to SB18. The consultation included contacting the local Native American individuals identified by the NAHC via informative letters mailed on May 21, 2019, and additional informative letters mailed on June 12, 2019. Consultation with the Gabrieleño Band occurred on July 11, 2019, and, based on the surrounding area primarily developed for industrial use, the Gabrieleño Band did not have any specific concerns regarding known cultural resources in the specified areas that the project encompasses and, therefore, concluded consultation of the project; 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 (hereinafter referred to as "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 July 15, 2019, the Development Advisory Board of the City of Ontario conducted a hearing to consider the initial study, Addendum, and the Project, and concluded said hearing on that date, voting to issue Decision No. DAB19-040, recommending the Planning Commission approve the Application; and

WHEREAS, on July 23, 2019, 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. PC19-051 recommending the City Council approve the Addendum to the Certified EIR and voting to issue Resolution No. PC19-052 recommending the City Council approve the Application; and

WHEREAS, on September 17, 2019, the City Council of the City of Ontario conducted a hearing to consider the project and concluded said hearing on that date; and

WHEREAS, as the first action on the Project, on September 17, 2019, the City Council approved a resolution adopting an Addendum to a previous Certified EIR prepared pursuant to CEQA, the State CEQA Guidelines and the City of Ontario Local CEQA Guidelines, which indicated that all potential environmental impacts from the Project were less than significant or could be mitigated to a level of significance; and

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

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

**SECTION 1. *Environmental Determination and Findings.*** As the decision-making body for the Project, the City Council has reviewed and considered the information contained in the 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 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 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. *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 Section 1 through 3, above, the City Council hereby concludes as follows:

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

**Decision Making:**

- Goal G1: Sustained decision-making that consistently moves Ontario towards its Vision by using The Ontario Plan as a framework for assessing choices.

- G1-2 Long-term Benefit. We require decisions to demonstrate and document how they add value to the community and support the Ontario Vision.

**Land Use Element:**

- Goal LU2: Compatibility between a wide range of uses.

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

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

- Goal LU3: Staff, regulations, and processes that support and allow flexible response to conditions and circumstances in order to achieve the Vision.

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

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

(2) The proposed General Plan Amendment would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City;

(3) The Land Use Element is a mandatory element allowed four general plan amendments per calendar year and this general plan amendment is the second amendment to the Land Use Element of the 2019 calendar year consistent with Government Code Section 65358;

(4) 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. Changing the land use designation of the subject property from General Commercial (GC) to Industrial (IND) will not impact the City's Regional Housing Needs Allocation obligations or the City's ability to satisfy its share of the region's future housing need.

(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 4, above, the City Council hereby APPROVES the proposed General Plan Amendment, as depicted in Attachment 1 (Policy Plan Land Use Plan (Exhibit LU-01) Revision) and Attachment 2 (Future Buildout (Exhibit LU-03) Revision) of this Resolution.

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

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

**SECTION 8.** ***Certification to Adoption.*** The City Clerk shall certify to the adoption of the Resolution.

PASSED, APPROVED, AND ADOPTED this 17<sup>th</sup> day of September 2019.

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PAUL S. LEON, MAYOR

ATTEST:

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SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

---

COLE HUBER 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. 2019- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held September 17, 2019, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

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SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2019- duly passed and adopted by the Ontario City Council at their regular meeting held September 17, 2019.






















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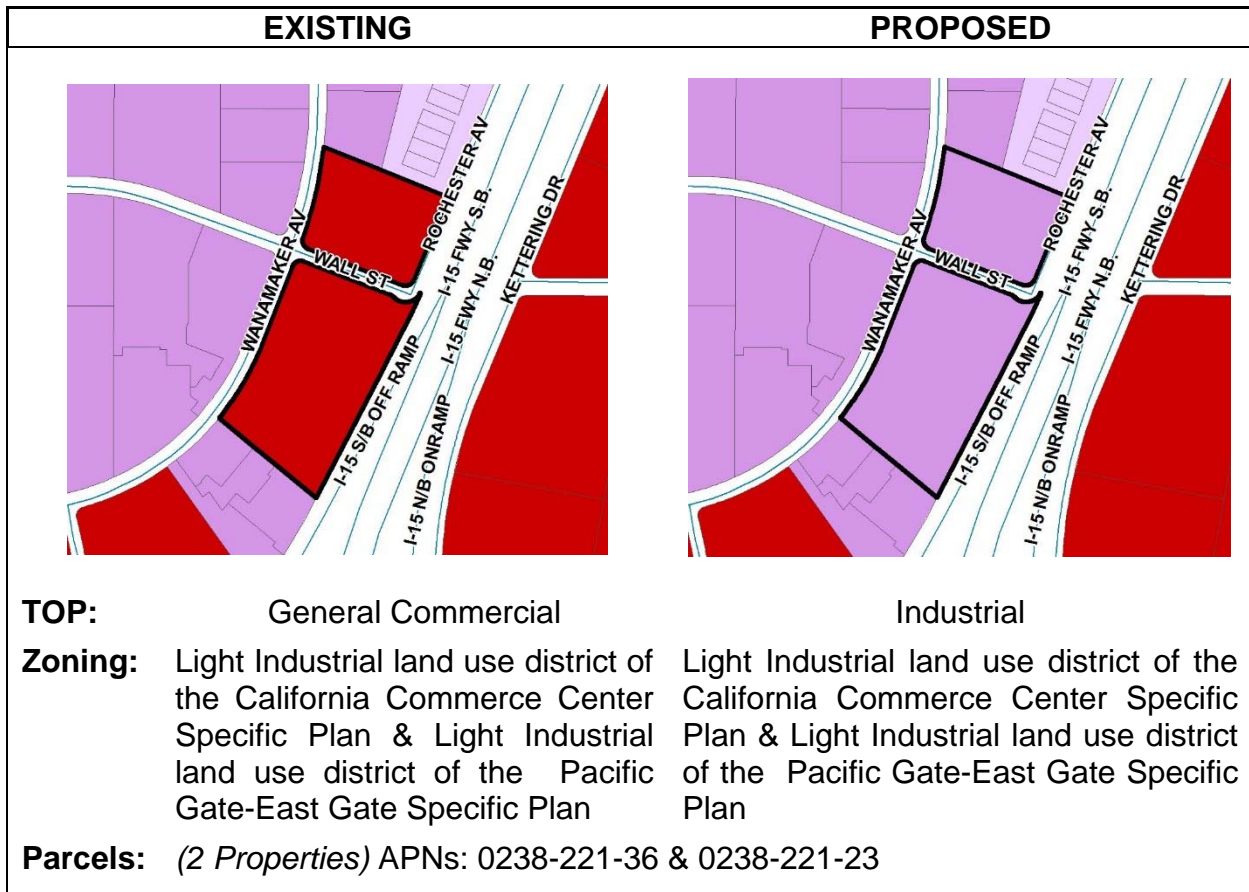
SHEILA MAUTZ, CITY CLERK

(SEAL)

## Attachment 1: PGPA19-002 Proposed General Plan Amendment

### TOP Legend:

 Rural Residential	 Neighborhood Commercial	 Airport	 Public Facility
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 Medium Density Residential	 Hospitality	 Open Space - Water	 BP Overlay
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 Mixed Use	 Industrial	 Rail	



## Attachment 2: PGPA19-002 Revised Future Buildout



### LU-03 Future Buildout<sup>1</sup>

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## Attachment 2: PGPA19-002 Revised Future Buildout (continued)



### LU-03 Future Buildout<sup>1</sup>

Land Use	Acres <sup>2</sup>	Assumed Density/Intensity <sup>3</sup>	Units	Population <sup>4</sup>	Non-Residential Square Feet	Jobs <sup>5</sup>
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Office/Commercial	514	0.75 FAR			16,805,775	37,269
Hospitality	142	1.00 FAR			6,177,679	7,082
<i>Subtotal</i>	<del>1,469</del> <b>1,457</b>				<del>22,599,897</del> <b>33,443,735</b>	<del>59,687</del> <b>59,542</b>
<b>Employment</b>						
Business Park	1,507	0.40 FAR			26,261,610	46,075
Industrial	<del>6,372</del> 6,384	0.55 FAR			<del>152,661,502</del> 152,947,800	<del>134,132</del> 134,383
<i>Subtotal</i>	<del>7,879</del> <b>7,891</b>				<del>178,923,112</del> <b>179,209,410</b>	<del>180,207</del> <b>180,459</b>
<b>Other</b>						
Open Space-Non-Recreation	1,232	Not applicable				
Open Space-Parkland <sup>6</sup>	950	Not applicable				
Open Space-Water	59	Not applicable				
Public Facility	97	Not applicable				
Public School	632	Not applicable				
LA/Ontario International Airport	1,677	Not applicable				
Landfill	137	Not applicable				
Railroad	251	Not applicable				
Roadways	4,871	Not applicable				
<i>Subtotal</i>	<b>9,906</b>					
<b>Total</b>	<b>31,786</b>		<b>99,887</b>	<b>345,971</b>	<del>247,445,845</del> <b>247,575,980</b>	<del>312,277</del> <b>312,383</b>

**Notes**

- 1 Historically, citywide buildout levels do not achieve the maximum allowable density/intensity on every parcel and are, on average, lower than allowed by the Policy Plan. Accordingly, the buildout projections in this Policy Plan do not assume buildout at the maximum density or intensity and instead are adjusted downward. To view the buildout assumptions, access the Methodology report.
- 2 Acres are given as adjusted gross acreages, which do not include the right-of-way for roadways, flood control facilities, or railroads.
- 3 Assumed Density/Intensity includes both residential density, expressed as units per acre, and non-residential intensity, expressed as floor area ratio (FAR), which is the amount of building square feet in relation to the size of the lot.
- 4 Projections of population by residential designation are based on a persons-per-household factor that varies by housing type. For more information, access the Methodology report.
- 5 To view the factors used to generate the number of employees by land use category, access the Methodology report.
- 6 Acreages and corresponding buildout estimates for these designations do not reflect underlying land uses within the Business Park, Industrial and Commercial Overlays. Estimates for these areas are included within the corresponding Business Park, Industrial and General Commercial categories.



# CITY OF ONTARIO

Agenda Report  
September 17, 2019

SECTION:  
ADMINISTRATIVE REPORTS/  
DISCUSSION/ACTION

**SUBJECT: A RESOLUTION AUTHORIZING THE ISSUANCE OF SPECIAL TAX BONDS FOR COMMUNITY FACILITIES DISTRICT NO. 33 (ARCHIBALD/SCHAEFER FACILITIES)**


**RECOMMENDATION:** That the City Council consider and adopt a resolution authorizing the issuance of special tax bonds for Community Facilities District No. 33 (Archibald/Schaefer Facilities). The resolution:

- (A) Authorizes the issuance of special tax bonds for public improvements required to facilitate the development of the Archibald/Schaefer Facilities project;
- (B) Approves the forms of the Indenture of Trust, the Bond Purchase Agreement, the Continuing Disclosure Agreement, and the Preliminary Official Statement;
- (C) Authorizes a negotiated sale of the special tax bonds to Stifel, Nicolaus & Company, Incorporated (the "Underwriter") in accordance with the terms of the Bond Purchase Agreement; and
- (D) Authorizes the execution of the Indenture of Trust, the Bond Purchase Agreement, the Continuing Disclosure Agreement, and the Preliminary Official Statement by the City Manager, or his designee.

**COUNCIL GOALS:** Operate in a Businesslike Manner  
Focus Resources in Ontario's Commercial and Residential Neighborhoods  
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)  
Ensure the Development of a Well Planned, Balanced and Self-Sustaining Community in Ontario Ranch

**FISCAL IMPACT:** The use of Mello-Roos financing for public facilities in the residential development of the Archibald/Schaefer Facilities project is estimated to generate approximately

**STAFF MEMBER PRESENTING:** Armen Harkalyan, Executive Director of Finance

Prepared by: Bob Chandler  
Department: General Services  
City Manager Approval: 

Submitted to Council/O.H.A. 09/17/2019  
Approved: \_\_\_\_\_  
Continued to: \_\_\_\_\_  
Denied: \_\_\_\_\_

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\$5.9 million, based on current market interest rates, which will be used to help fund a portion of the public infrastructure improvements that will serve the project. The resolution authorizing the issuance of special tax bonds for Community Facilities District No. 33 (“District”) limits the principal amount of the bonds to \$7.5 million. The City expects the bonds to be sold no later than October of 2019. Since Mello-Roos bonds are not a direct obligation of the City, and are paid from special taxes levied on each taxable parcel in the district, there is no General Fund impact from the issuance of Mello-Roos bonds. There is no fiscal impact at this time; however, there will be proposed levies in future years that will require City Council approval.

**BACKGROUND:** The Mello-Roos Community Facilities Act of 1982 provides local government, with the consent from a majority of the property owners, the authority to establish community facilities districts for the purpose of levying special taxes to fund governmental services and to finance various kinds of public infrastructure facilities. Under the Mello-Roos Act, the initial steps in the formation of a community facilities district to finance public improvements are adopting a resolution declaring the City’s intention to establish a community facilities district and levy special taxes, and a resolution to issue bonds. On August 21, 2018, the City Council, in accordance with the Mello-Roos Act, took the initial steps in the formation of the District with the adoption of Resolution No. 2018-114, declaring the City’s intention to establish the District and to authorize the levy of special taxes. On October 2, 2018, the City Council adopted Resolution No. 2018-135 forming the District, and Resolution No. 2018-136 deeming it necessary to incur bonded indebtedness. Based on a successful property owner election held on October 2, 2018, the City Council adopted Ordinance No. 3118 on October 16, 2018, authorizing the levy of special taxes within the District to finance public improvements related to the Archibald/Schaefer Facilities project.

The Archibald/Schaefer Facilities project addresses the residential development of approximately 51 gross acres located East of Archibald Avenue, generally west of Turner Avenue, south of Schaefer Avenue and north of La Avenida Drive. At build out, the development is projected to include 229 detached single-family units.

The proposed resolution references several bond documents and other matters related to the proposed issuance of bonds for the District. These documents are listed below and are on file with the Records Management Department.

- Indenture of Trust
- Bond Purchase Agreement
- Continuing Disclosure Agreement
- Preliminary Official Statement

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AUTHORIZING THE ISSUANCE OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 33 (ARCHIBALD/SCHAEFER - FACILITIES) SPECIAL TAX BONDS, SERIES 2019, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$7,500,000, AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDENTURE, A BOND PURCHASE AGREEMENT AND A CONTINUING DISCLOSURE AGREEMENT, AUTHORIZING THE DISTRIBUTION OF AN OFFICIAL STATEMENT IN CONNECTION THEREWITH AND AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS AND CERTIFICATES AND RELATED ACTIONS.

WHEREAS, the City Council (the "City Council") of the City of Ontario (the "City") has formed the City of Ontario Community Facilities District No. 33 (Archibald/Schaefer - Facilities) (the "Community Facilities District") under the provisions of the Mello-Roos Community Facilities Act of 1982 (the "Act"); and

WHEREAS, the Community Facilities District is authorized under the Act to levy special taxes (the "Special Taxes") to pay for the costs of certain public facilities (the "Facilities") and to issue bonds payable from the Special Taxes; and

WHEREAS, in order to provide funds to finance certain of the Facilities, the Community Facilities District proposes to issue its City of Ontario Community Facilities District No. 33 (Archibald/Schaefer - Facilities) Special Tax Bonds, Series 2019 (the "Series 2019 Bonds"), in the aggregate principal amount of not to exceed \$7,500,000; and

WHEREAS, in order to provide for the authentication and delivery of the Series 2019 Bonds, to establish and declare the terms and conditions upon which the Series 2019 Bonds are to be issued and secured and to secure the payment of the principal thereof, premium, if any, and interest thereon, the Community Facilities District proposes to enter into an Indenture with Zions Bancorporation, National Association, as trustee (the "Trustee") (such Indenture, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the "Indenture"); and

WHEREAS, Stifel, Nicolaus & Company, Incorporated (the "Underwriter"), has presented the Community Facilities District with a proposal, in the form of a Bond Purchase Agreement, to purchase the Series 2019 Bonds from the Community Facilities District (such Bond Purchase Agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the "Purchase Agreement"); and

WHEREAS, Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 ("Rule 15c2-12") requires that, in order to be able to purchase or sell the Series

2019 Bonds, the underwriter thereof must have reasonably determined that the Community Facilities District has, or one or more appropriate obligated persons have, undertaken in a written agreement or contract for the benefit of the holders of the Series 2019 Bonds to provide disclosure of certain financial information and certain listed events on an ongoing basis; and

WHEREAS, in order to cause such requirement to be satisfied, the Community Facilities District desires to enter into a Continuing Disclosure Agreement with the Trustee (such Continuing Disclosure Agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the "Continuing Disclosure Agreement"); and

WHEREAS, a form of the Preliminary Official Statement to be distributed in connection with the public offering of the Series 2019 Bonds has been prepared (such Preliminary Official Statement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the "Preliminary Official Statement"); and

WHEREAS, there have been prepared and submitted to this meeting forms of:

- (a) the Indenture;
- (b) the Purchase Agreement;
- (c) the Continuing Disclosure Agreement; and
- (d) the Preliminary Official Statement; and

WHEREAS, Harris Realty Appraisal has prepared and provided to the Community Facilities District an appraisal report, dated July 25, 2019 (the "Appraisal"), providing an opinion of value of the property in the Community Facilities District, which has been submitted to this meeting; and

WHEREAS, Section 5852.1 of the California Government Code requires that the City Council obtain from an underwriter, financial advisor or private lender and disclose, in a meeting open to the public, prior to authorization of the issuance of the Series 2019 Bonds, good faith estimates of (a) the true interest cost of the Series 2019 Bonds, (b) the sum of all fees and charges paid to third parties with respect to the Series 2019 Bonds, (c) the amount of proceeds of the Series 2019 Bonds expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the Series 2019 Bonds, and (d) the sum total of all debt service payments on the Series 2019 Bonds calculated to the final maturity of the Series 2019 Bonds plus the fees and charges paid to third parties not paid with the proceeds of the Series 2019 Bonds; and

WHEREAS, in compliance with Section 5852.1 of the California Government Code, the City Council has obtained from CSG Advisors Incorporated, as the Community Facilities District's municipal advisor, in consultation with the Underwriter,

the required good faith estimates and such estimates are disclosed and set forth in Exhibit A attached hereto; and

WHEREAS, the Community Facilities District desires to proceed to issue and sell the Series 2019 Bonds and to authorize the execution of such documents and the performance of such acts as may be necessary or desirable to effect the offering, sale and issuance of the Series 2019 Bonds; and

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

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

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. Subject to the provisions of Section 3 hereof, the issuance of the Series 2019 Bonds, in an aggregate principal amount of not to exceed \$7,500,000, on the terms and conditions set forth in, and subject to the limitations specified in, the Indenture, be and the same is hereby authorized and approved. The Series 2019 Bonds shall be dated, shall bear interest at the rates, shall mature on the dates, shall be subject to call and redemption, shall be issued in the form and shall be as otherwise provided in the Indenture, as the same shall be completed as provided in this Resolution.

SECTION 3. The Indenture, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, be and the same is hereby approved. Each of the Mayor of the City, and such other member of the City Council as the Mayor may designate, the City Manager of the City, the Assistant City Manager of the City, the Executive Director of Finance of the City, the General Services Director of the City, and such other officer or employee of the City as the City Manager may designate (the "Authorized Officers") is hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name of the Community Facilities District, to execute and deliver the Indenture in the form submitted to this meeting, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of the Indenture by such Authorized Officer; provided, however, that such changes, insertions and omissions shall not authorize an aggregate principal amount of Series 2019 Bonds in excess of \$7,500,000, shall not result in a final maturity date of the Series 2019 Bonds later than September 1, 2051, and shall not result in a true interest cost for the Series 2019 Bonds in excess of 6.00%.

SECTION 4. The Purchase Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth in full herein, be and the same is hereby approved. Each of the Authorized Officers is hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name of the Community Facilities District, to execute and deliver the Purchase Agreement in the form presented to this meeting, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be

conclusively evidenced by the execution of the Purchase Agreement by such Authorized Officer; provided, however, that such changes, insertions and omissions shall not result in an aggregate underwriter's discount (not including any original issue discount) from the principal amount of the Series 2019 Bonds in excess of 1.50% of the aggregate principal amount of the Series 2019 Bonds. The City Council hereby finds and determines that the sale of the Series 2019 Bonds at negotiated sale as contemplated by the Purchase Agreement will result in a lower overall cost.

SECTION 5. The Continuing Disclosure Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth in full herein, be and the same is hereby approved. Each of the Authorized Officers is hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name of the Community Facilities District, to execute and deliver the Continuing Disclosure Agreement in the form presented to this meeting, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of the Continuing Disclosure Agreement by such Authorized Officer.

SECTION 6. The Preliminary Official Statement, in substantially the form presented to this meeting and made a part hereof as though set forth in full herein, with such changes, insertions and omissions therein as may be approved by an Authorized Officer, be and the same is hereby approved, and the use of the Preliminary Official Statement in connection with the offering and sale of the Series 2019 Bonds is hereby authorized and approved. The Authorized Officers are each hereby authorized to certify on behalf of the Community Facilities District that the Preliminary Official Statement is deemed final as of its date, within the meaning of Rule 15c2-12 (except for the omission of certain final pricing, rating and related information as permitted by Rule 15c2-12).

SECTION 7. The preparation and delivery of a final Official Statement (the "Official Statement"), and its use in connection with the offering and sale of the Series 2019 Bonds, be and the same is hereby authorized and approved. The Official Statement shall be in substantially the form of the Preliminary Official Statement, with such changes, insertions and omissions as may be approved by an Authorized Officer, such approval to be conclusively evidenced by the execution and delivery thereof. Each of the Authorized Officers is hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name of the Community Facilities District, to execute the final Official Statement and any amendment or supplement thereto.

SECTION 8. Based upon the property values within the Community Facilities District reported in the Appraisal and the value-to-lien information set forth in the Preliminary Official Statement, the City Council, for purposes of Section 53345.8 of the Act, hereby finds and determines that the value of the real property that would be subject to the Special Tax to pay debt service on the Series 2019 Bonds will be at least three times the principal amount of the Series 2019 Bonds to be sold and the principal amount of all other bonds outstanding that are secured by a special tax levied pursuant to the Act on property within the Community Facilities District or a special assessment levied on property within the Community Facilities District.

SECTION 9. The officers, employees and agents of the City are hereby authorized and directed to take all actions and do all things which they, or any of them, may deem necessary or desirable to accomplish the purposes of this Resolution and not inconsistent with the provisions hereof.

SECTION 10. This Resolution shall take effect immediately upon its adoption.

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

PASSED, APPROVED AND ADOPTED this 17<sup>th</sup> day of September 2019.

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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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COLE HUBER, 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. 2019-        was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held September 17, 2019 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. 2019-        duly passed and adopted by the Ontario City Council at their regular meeting held September 17, 2019.

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

(SEAL)



## EXHIBIT A

### GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the Series 2019 Bonds in accordance with Section 5852.1 of the California Government Code. Such good faith estimates have been provided to the Community Facilities District by CSG Advisors Incorporated, the Community Facilities District's municipal advisor (the "Municipal Advisor"), in consultation with Stifel, Nicolaus & Company, Incorporated, the Underwriter.

*Principal Amount.* The Municipal Advisor has informed the Community Facilities District that, based on the Community Facilities District's financing plan and current market conditions, its good faith estimate of the aggregate principal amount of the Series 2019 Bonds to be sold is \$5,870,000 (the "Estimated Principal Amount"), which excludes approximately \$816,000 of net premium estimated to be generated based on current market conditions. Net premium is generated when, on a net aggregate basis for a single issuance of bonds, the price paid for such bonds is higher than the face value of such bonds.

*True Interest Cost of the Series 2019 Bonds.* The Municipal Advisor has informed the Community Facilities District that, assuming that the Estimated Principal Amount of the Series 2019 Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the true interest cost of the Series 2019 Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Series 2019 Bonds, is 3.82%.

*Finance Charge of the Series 2019 Bonds.* The Municipal Advisor has informed the Community Facilities District that, assuming that the Estimated Principal Amount of the Series 2019 Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the finance charge for the Series 2019 Bonds, which means the sum of all fees and charges paid to third parties (or costs associated with the Series 2019 Bonds), is \$332,000.

*Amount of Proceeds to be Received.* The Municipal Advisor has informed the Community Facilities District that, assuming that the Estimated Principal Amount of the Series 2019 Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the amount of proceeds expected to be received by the Community Facilities District for sale of the Series 2019 Bonds, less the finance charge of the Series 2019 Bonds, as estimated above, and any reserves or capitalized interest paid or funded with proceeds of the Series 2019 Bonds, is \$5,966,000.

*Total Payment Amount.* The Municipal Advisor has informed the Community Facilities District that, assuming that the Estimated Principal Amount of the Series 2019 Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the total payment amount, which means the sum total of all payments the Community Facilities District will make to pay debt service

on the Series 2019 Bonds, plus the finance charge for the Series 2019 Bonds, as described above, not paid with the proceeds of the Series 2019 Bonds, calculated to the final maturity of the Series 2019 Bonds, is \$11,422,000, which excludes any reserves or capitalized interest funded or paid with proceeds of the Series 2019 Bonds (which may offset such total payment amount).

The foregoing estimates constitute good faith estimates only and are based on market conditions prevailing at the time of preparation of such estimates. The actual principal amount of the Series 2019 Bonds issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the sale of the Series 2019 Bonds being different than the date assumed for purposes of such estimates, (b) the actual principal amount of Series 2019 Bonds sold being different from the Estimated Principal Amount, (c) the actual amortization of the Series 2019 Bonds being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time of sale of the Series 2019 Bonds being different than those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the Community Facilities District's financing plan, or a combination of such factors. The actual date of sale of the Series 2019 Bonds and the actual principal amount of Series 2019 Bonds sold will be determined by the Community Facilities District based on the timing of the need for proceeds of the Series 2019 Bonds and other factors. The actual interest rates borne by the Series 2019 Bonds will depend on market interest rates at the time of sale thereof. The actual amortization of the Series 2019 Bonds will also depend, in part, on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the Community Facilities District.