

CITY OF ONTARIO
CITY COUNCIL AND HOUSING AUTHORITY
AGENDA
JANUARY 21, 2020

Paul S. Leon
Mayor

Debra Dorst-Porada
Mayor pro Tem

Alan D. Wapner
Council Member

Jim W. Bowman
Council Member

Ruben Valencia
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 5:30 p.m., Public Comment at 6:30 p.m. immediately followed by the Regular Meeting and Public Hearings. No agenda item will be introduced for consideration after 10:00 p.m. except by majority vote of the City Council.

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

CALL TO ORDER (*OPEN SESSION*)

5:30 p.m.

ROLL CALL

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

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

CLOSED SESSION

- GC 54956.95, CONFERENCE WITH LEGAL COUNSEL: *San Bernardino Workers' Compensation Appeals Board, EAMS Case No. ADJ11311890*
- GC 54957, PUBLIC EMPLOYEE PERFORMANCE EVALUATION: *City Attorney*
- GC 54956.9 (d)(2) and (e)(3), CONFERENCE WITH LEGAL COUNSEL, ANTICIPATED LITIGATION: *One case.*

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

PLEDGE OF ALLEGIANCE

Council Member Valencia

INVOCATION

Dr. Juan Williams, Sr., Ontario Christian Center

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 and Housing Authority of December 3 and December 17, 2019, approving same as on file in the Records Management Department.

2. *BILLS/PAYROLL*

Bills November 28, 2019 through January 2, 2020 and **Payroll** November 24, 2019 through December 21, 2019, when audited by the Finance Committee.

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

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

RESOLUTION NO. _____

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

4. *A DEVELOPMENT IMPACT FEE CREDIT AGREEMENT (FILE NO. PDIF19-005) BETWEEN THE CITY OF ONTARIO AND ARROYO CAP VII, LLC, FOR FACILITY CONSTRUCTION ASSOCIATED WITH TRACT MAP 18929 (FILE NO. PMTT13-016), LOCATED AT THE SOUTHWEST CORNER OF ARCHIBALD AVENUE AND EUCALYPTUS AVENUE, AND TRACT MAP 18930 (FILE NO. PMTT13-017), LOCATED AT THE NORTHWEST CORNER OF ARCHIBALD AVENUE AND MERRILL AVENUE, WITHIN THE SUBAREA 29 SPECIFIC PLAN*

That the City Council approve the Development Impact Fee Credit Agreement (File No. PDIF19-005) between the City of Ontario and Arroyo Cap VII, LLC, for facility construction associated with Tract Map 18929 (File No. PMTT13-016), located at the southwest corner of Archibald Avenue and Eucalyptus Avenue, and Tract Map 18930 (File No. PMTT13-017), located at the northwest corner of Archibald Avenue and Merrill Avenue, within the Subarea 29 Specific Plan, and authorize the City Manager to execute the agreement.

5. *A DEVELOPMENT IMPACT FEE CREDIT AGREEMENT (FILE NO. PDIF19-001) BETWEEN THE CITY OF ONTARIO AND STG COMMUNITIES II, LLC, FOR FACILITY CONSTRUCTION ASSOCIATED WITH TRACT MAP 18026 (FILE NO. PMTT11-003) LOCATED AT THE NORTHWEST CORNER OF HAVEN AVENUE AND CHINO AVENUE, AND TRACT MAP 18027 (FILE NO. PMTT11-002) LOCATED AT THE NORTHWEST CORNER OF HAVEN AVENUE AND SCHAEFER AVENUE, WITHIN THE WEST HAVEN SPECIFIC PLAN*

That the City Council approve the Development Impact Fee Credit Agreement (File No. PDIF19-001) between the City of Ontario and STG Communities II, LLC, for facility construction associated with Tract Map 18026 (File No. PMTT11-003), located at the northwest corner of Haven Avenue and Chino Avenue, and Tract Map 18027 (File No. PMTT11-002), located at the northwest corner of Haven Avenue and Schaefer Avenue, within the West Haven Specific Plan, and authorize the City Manager to execute the agreement.

6. A RESOLUTION APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY AND FINAL TRACT MAP NO. 17935 LOCATED AT THE NORTHWEST CORNER OF BELLEGRAVE AVENUE AND HAMNER AVENUE

That the City Council adopt a resolution approving an improvement agreement, improvement security and Final Tract Map No. 17935 located at the northwest corner of Bellegrave Avenue and Hamner Avenue, within the Esperanza Specific Plan area.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY AND FINAL TRACT MAP NO. 17935 LOCATED AT THE NORTHWEST CORNER OF BELLEGRAVE AVENUE AND HAMNER AVENUE.

7. A RESOLUTION APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY AND FINAL TRACT MAP NO. 18027 LOCATED AT THE NORTHWEST CORNER OF HAVEN AVENUE AND SCHAEFER AVENUE

That the City Council adopt a resolution approving an improvement agreement, improvement security and Final Tract Map No. 18027 located at the northwest corner of Haven Avenue and Schaefer Avenue, within the West Haven Specific Plan area.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY AND FINAL TRACT MAP NO. 18027 LOCATED AT THE NORTHWEST CORNER OF HAVEN AVENUE AND SCHAEFER AVENUE.

8. A RESOLUTION APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY AND FINAL TRACT MAP NO. 17932 LOCATED AT THE SOUTHEAST CORNER OF EUCALYPTUS AVENUE AND MILL CREEK AVENUE

That the City Council adopt a resolution approving an improvement agreement, improvement security and Final Tract Map No. 17932 located at the southeast corner of Eucalyptus Avenue and Mill Creek Avenue, within the Esperanza Specific Plan area.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY AND FINAL TRACT MAP NO. 17932 LOCATED AT THE SOUTHEAST CORNER OF EUCALYPTUS AVENUE AND MILL CREEK AVENUE.

9. A RESOLUTION APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY AND FINAL PARCEL MAP NO. 19415 LOCATED AT THE SOUTHEAST CORNER OF CAMPUS AVENUE AND ONTARIO BOULEVARD

That the City Council adopt a resolution approving an improvement agreement, improvement security and Final Parcel Map No. 19415 located at the southeast corner of Campus Avenue and Ontario Boulevard.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY AND FINAL PARCEL MAP NO. 19415 LOCATED AT THE SOUTHEAST CORNER OF CAMPUS AVENUE AND ONTARIO BOULEVARD.

10. A RESOLUTION APPROVING FINAL PARCEL MAP NO. 19993 LOCATED ON THE SOUTH SIDE OF FOURTH STREET APPROXIMATELY 800 FEET WEST OF MILLIKEN AVENUE

That the City Council adopt a resolution approving Final Parcel Map No. 19993 located on the south side of Fourth Street, approximately 800 feet west of Milliken Avenue, within the Ontario Center Specific Plan.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FINAL PARCEL MAP NO. 19993 LOCATED ON THE SOUTH SIDE OF FOURTH STREET, APPROXIMATELY 800 FEET WEST OF MILLIKEN AVENUE.

11. ADOPTION OF CITY OF ONTARIO 2020 LEGISLATIVE PLATFORM

That the City Council consider and adopt a 2020 Legislative Platform.

12. IMPLEMENTATION OF VOLUNTARY WATER CONSERVATION STAGE

That the City Council revoke the Stage 2 water conservation measures (Section 6-8.27 of the Ontario Municipal Code) and implement the Voluntary Conservation Stage of the City's Municipal Code Water Conservation Plan (Section 6-8.25 of the Ontario Municipal Code).

13. A PLANNED UNIT DEVELOPMENT, (FILE NO. PUD19-001), TO ESTABLISH THE DEVELOPMENT STANDARDS, DESIGN GUIDELINES AND INFRASTRUCTURE REQUIREMENTS TO FACILITATE THE DEVELOPMENT OF A COMMERCIAL DEVELOPMENT ON 0.36 ACRES OF LAND LOCATED AT THE NORTHWEST CORNER OF EUCLID AVENUE AND E STREET (110 WEST E STREET AND 511 NORTH EUCLID AVENUE), WITHIN THE MU-1 (DOWNTOWN MIXED USE) AND EA (EUCLID AVENUE OVERLAY) ZONING DISTRICTS (APNS: 1048-355-09 AND 1048-355-10)

That the City Council consider and adopt an ordinance approving a Planned Unit Development, File No. PUD19-001, establishing development standards, design guidelines and infrastructure requirements to facilitate a commercial development (Starbucks Coffee) at the northwest corner of Euclid Avenue and E Street.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PUD19-001, A PLANNED UNIT DEVELOPMENT (EUCLID AVE AND E STREET) TO ESTABLISH DEVELOPMENT STANDARDS, DESIGN GUIDELINES AND INFRASTRUCTURE REQUIREMENTS TO FACILITATE A COMMERCIAL DEVELOPMENT ON 0.36 ACRES OF LAND LOCATED AT THE NORTHWEST CORNER OF EUCLID AVENUE AND E STREET (110 WEST E. STREET AND 511 N. EUCLID AVENUE), WITHIN THE MU-1 (DOWNTOWN MIXED USE) AND EA (EUCLID AVENUE OVERLAY) ZONING DISTRICTS, AND MAKING FINDINGS IN SUPPORT THEREOF-APNS: 1048-355-09 AND 1048-355-10.

14. ADOPTION OF AN ORDINANCE REPEALING CHAPTER 9 OF TITLE 4 OF THE ONTARIO MUNICIPAL CODE IN ITS ENTIRETY AND REPLACING IT WITH A NEW CHAPTER 9 OF TITLE 4 PERTAINING TO ALARM REGISTRATION, A REGULATORY SCHEME FOR ADMINISTERING AND MANAGING THE CITY'S RESPONSE TO ALARMS, FEES, FINES, APPEAL PROCESS, AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO

That the City Council consider the repealing in its entirety Chapter 9 of Title 4 of the Ontario Municipal Code (OMC) and adopting a new Chapter 9 of Title 4 relating to alarm systems, alarm registration and administering the City's response to alarms, fees, fines and appeal process.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, REPEALING CHAPTER 9 OF TITLE 4 OF THE ONTARIO MUNICIPAL CODE IN ITS ENTIRETY AND REPLACING IT WITH A NEW CHAPTER 9 OF TITLE 4 PERTAINING TO ALARM REGISTRATION, A REGULATORY SCHEME FOR ADMINISTERING AND MANAGING THE CITY'S RESPONSE TO ALARMS, FEES, FINES, APPEAL PROCESS, AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO.

15. A RESOLUTION APPROVING THE FILING OF AN APPLICATION FOR GRANT FUNDS FOR THE RECREATIONAL TRAILS PROGRAM

That the City Council take the following actions:

- (A) Adopt a resolution approving the filing of an application for grant funds through the State Department of Parks and Recreation for the Recreational Trails Program (RTP) under the Fixing America's Surface Transportation (FAST) Act for additional phases of the Grove Avenue Trail Connector project; and
- (B) Authorize the City Manager to execute any documents or agreements, such as memorandums of understanding, to complete the application and implement the program.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE RECREATIONAL TRAILS PROGRAM.

16. DESIGN SERVICE AGREEMENTS FOR CITYWIDE ON-CALL ARCHITECTURAL SERVICES

That the City Council and the Board of the Ontario Housing Authority approve and authorize the City Manager to execute three-year Design Service Agreements (on file in the Records Management Department) with: HMC Architects of Ontario, California; Holt Architecture of Palm Desert, California; Robert Borders & Associates of Costa Mesa, California; Westgroup Designs of Irvine, California; STK Architectural, Inc. of Temecula, California; Miller Architectural of Redlands, California; BOA Architecture of Long Beach, California; The Jones Group of Whittier, California; and Gillis + Panichapan Architects, Inc. of Costa Mesa, California; and authorize the City Manager to extend the agreements for up to two additional years consistent with City Council approved budgets.

17. AN URGENCY ORDINANCE AMENDING SECTION 6-8.46 OF CHAPTER 8, OF TITLE 6, OF THE ONTARIO MUNICIPAL CODE REGARDING THE RULES AND REGULATIONS OF THE ONTARIO MUNICIPAL UTILITIES COMPANY

That the City Council introduce and waive further reading of an urgency ordinance amending Section 6-8.46 of Chapter 8, of Title 6, of the Ontario Municipal Code, and adopt the ordinance effective immediately as an urgency measure by a four-fifths vote of the City Council.

ORDINANCE NO. _____

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AMENDING SECTION 6-8.46 OF THE ONTARIO MUNICIPAL CODE REGARDING THE RULES AND REGULATIONS OF THE ONTARIO MUNICIPAL UTILITIES COMPANY.

18. A RESOLUTION APPROVING FINAL PARCEL MAP NO. 19787 LOCATED AT THE SOUTHEAST CORNER OF ARCHIBALD AVENUE AND ONTARIO RANCH ROAD

That the City Council adopt a resolution approving Final Parcel Map No. 19787 located at the southeast corner of Archibald Avenue and Ontario Ranch Road.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA APPROVING FINAL PARCEL MAP NO. 19787 LOCATED AT THE SOUTHEAST CORNER OF ARCHIBALD AVENUE AND ONTARIO RANCH ROAD.

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.

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

It is recommended that the City Council adopt a resolution to approve a citywide fee schedule in order to establish and amend certain service and development-related fees for City services and repeal previous actions that are in conflict with the proposed resolution.

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, ADOPTING A CITYWIDE FEE SCHEDULE ESTABLISHING AND AMENDING CERTAIN SERVICE AND DEVELOPMENT-RELATED FEES FOR CITY SERVICES, AND REPEALING PREVIOUS ACTIONS IN CONFLICT HEREWITH.

20. A PUBLIC HEARING TO CONSIDER AN ORDINANCE APPROVING THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT (FILE NO. PDA15-003) BETWEEN THE CITY OF ONTARIO AND BROOKCAL ONTARIO, LLC, MODIFYING REQUIREMENTS FOR THE COMMENCEMENT AND COMPLETION OF THE DEFERRED FRONTAGE IMPROVEMENTS ASSOCIATED WITH TRACT MAP 18937 (FILE NO. PMTT17-002), LOCATED AT THE NORTHEAST CORNER OF ARCHIBALD AVENUE AND ONTARIO RANCH ROAD, WITHIN PLANNING AREA 7 OF THE AVENUE SPECIFIC PLAN (APNS: 0218-972-01 THROUGH 81; 0218-973-01 THROUGH 16; 0218-974-01 THROUGH 93; AND 0218-975-01 THROUGH 52)

That the City Council introduce and waive further reading of an ordinance approving the First Amendment to the Development Agreement (File No. PDA15-003) between the City of Ontario and BrookCal Ontario, LLC, modifying requirements for the commencement and completion of the deferred frontage improvements associated with Tract Map 18937 (File No. PMTT17-002).

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 THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT (FILE NO. PDA15-003) BETWEEN THE CITY OF ONTARIO AND BROOKCAL ONTARIO, LLC, MODIFYING REQUIREMENTS FOR THE COMMENCEMENT AND COMPLETION OF THE DEFERRED FRONTAGE IMPROVEMENTS ASSOCIATED WITH TRACT MAP 18937 (FILE NO. PMTT17-002), LOCATED AT THE NORTHEAST CORNER OF ARCHIBALD AVENUE AND ONTARIO RANCH ROAD, WITHIN PLANNING AREA 7 OF THE AVENUE SPECIFIC PLAN AND MAKING FINDINGS IN SUPPORT THEREOF—APNs: AS SHOWN IN EXHIBIT A (ATTACHED).

21. A PUBLIC HEARING TO CONSIDER EXTENDING ORDINANCE NO. 3150, AN INTERIM URGENCY ORDINANCE CONSISTING OF AN AMENDMENT TO THE ONTARIO DEVELOPMENT CODE (FILE NO. PDCA19-003) TO BRING THE CITY'S CURRENT REGULATIONS GOVERNING ACCESSORY DWELLING UNITS INTO COMPLIANCE WITH RECENT CHANGES IN STATE LAW

That the City Council consider and adopt a 10-month and 15-day extension of the previously approved Ordinance No. 3150, an interim Development Code Amendment to bring the City's current regulations governing accessory dwelling units into compliance with recent changes in State law (SB 13, AB 68 and AB 881) and the requirements of Government Code Section 65852.2, as amended.

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 URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, EXTENDING ORDINANCE NO. 3150, AN INTERIM URGENCY ORDINANCE CONSISTING OF AN AMENDMENT TO THE ONTARIO MUNICIPAL CODE, FILE NO. PDCA19-003, AMENDING CHAPTER 5 OF THE ONTARIO DEVELOPMENT CODE REGARDING THE REGULATION OF ACCESSORY DWELLING UNITS.

ADMINISTRATIVE REPORTS/DISCUSSION/ACTION

22. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO APPROVING THE FORM AND AUTHORIZING DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT RELATING TO THE OFFERING AND SALE OF TAXABLE PENSION OBLIGATION BONDS AND AUTHORIZING AND DIRECTING CERTAIN ACTIONS WITH RESPECT THERETO

That the City Council adopt a resolution approving the form and authorizing the distribution of the preliminary official statement relating to the offering and sale of taxable pension obligation bonds. In addition, approve an administrative policy relating to unfunded accrued pension liabilities.

The resolution:

- (A) Approves the form and authorizes the distribution of the preliminary official statement;
- (B) Approves the form of a continuing disclosure certificate in connection with the bonds;
- (C) Approves an administrative policy that addresses unfunded accrued pension liabilities; and
- (D) Authorizes the City Manager to execute all contracts related to such bond financing.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO APPROVING THE FORM AND AUTHORIZING DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT RELATING TO THE OFFERING AND SALE OF TAXABLE PENSION OBLIGATION BONDS AND AUTHORIZING AND DIRECTING CERTAIN ACTIONS WITH RESPECT THERETO

STAFF MATTERS

City Manager Ochoa

COUNCIL MATTERS

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

ADJOURNMENT

**CITY OF ONTARIO
CLOSED SESSION REPORT**
City Council // Housing Authority // Other // (GC 54957.1)
January 21, 2020

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

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

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

- GC 54956.95, CONFERENCE WITH LEGAL COUNSEL, San Bernardino Workers' Compensation Appeals Board, EAMS Case No. ADJ11311890

No Reportable Action	Continue	Approved
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Disposition: _____

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

- GC 54957, PUBLIC EMPLOYEE PERFORMANCE EVALUATION: *City Attorney*

No Reportable Action	Continue	Approved
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Disposition: _____

**CITY OF ONTARIO
CLOSED SESSION REPORT**
City Council // Housing Authority // Other // (GC 54957.1)
January 21, 2020
(continued)

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

- GC 54956.9 (d)(2) and (e)(3), CONFERENCE WITH LEGAL COUNSEL, ANTICIPATED LITIGATION: *One case.*

No Reportable Action	Continue	Approved
/ /	/ /	/ /

Disposition: _____

Reported by:

City Attorney / City Manager / Executive Director

CITY OF ONTARIO

Agenda Report
January 21, 2020

SECTION:
CONSENT CALENDAR

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


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

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

FISCAL IMPACT: The levy of special assessments will result in the recovery of \$71,413 in costs that the City has expended for inspection or abatement of property violations, as well as the collection of \$30,370 associated with civil penalties and/or fines for continued violations, for a total of \$101,783 related to 166 parcels. When received, these reimbursements will be deposited into the General Fund.

BACKGROUND: The City has established revolving funds to cover City costs for abatement of property and dangerous building violations, as a result of community improvement activities as well as the generation of fines associated with administrative citations for property maintenance violations and fees and penalties associated with the Systematic Health and Safety Inspection Program, Abandoned and Distressed Property Program, and Weed and Refuse Abatement Program. These costs, fines, fees, and penalties are recovered through placement of special tax assessments upon the properties. The placement of special assessments and collection of revenue is done under Ordinance 3046, Property Appearance (Title 5, Chapter 22 of the Ontario Municipal Code); Chapter 9 of the Uniform Code for the Abatement of Dangerous Buildings; and Ordinance 2920 for civil penalties for continued violations of the Ontario Municipal Code and fines associated with administrative citations (Title 1, Chapters 2 and 5 of the Ontario Municipal Code). The City and County currently have a contractual agreement regarding implementation of special assessments; however, a resolution authorizing the placement of the specific assessments is required.

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

Prepared by: Erin Bonett
Department: Community Improvement
City Manager Approval: 

Submitted to Council/O.H.A. 01/21/2020
Approved: _____
Continued to: _____
Denied: _____

3

This assessment cycle, the Community Improvement Department has billed property owners for the abatement of violations, the issuance of fines associated with administrative citations, the issuance of fees and penalties associated with the Systematic Health and Safety Inspection Program, the issuance of registration fees and civil penalties associated with the Abandoned and Distressed Property Program, and the issuance of notice and re-inspection fees as well as civil penalties for the Weed and Refuse Abatement Program on 271 parcels. Of this, there are remaining amounts due on 166 parcels. Attached are itemized accounts of: (1) costs associated with inspection or abatement as show in Exhibit A of the resolution; (2) civil penalties and/or fines for continued violations as shown in Exhibit B of the resolution; and (3) total amounts per parcel as shown in Exhibit C of the resolution. The expenditure list, with any necessary corrections and adjustments, will be submitted to the County prior to August 2020 for its 2020-2021 tax rolls.

All affected property owners were given notice of the imposition of special assessments via certified mail as provided in Ontario Municipal Code Section 1-4.05(a), and either have not requested an appeal or have exhausted the appellate procedure in Ontario Municipal Code Section 1-4.05(b).

RESOLUTION NO. _____

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

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the City Council:

1. Confirmed the costs associated with inspection or abatement on the properties as set forth in the report in Exhibit A; and
2. Confirmed the civil penalties and/or fines for continued violations on the properties as set forth in the report in Exhibit B; and
3. Confirmed that Exhibit C contains the total amount assessed for both confirmed costs and confirmed civil penalties and/or fines for each of the properties; and
4. Found and determined that the report, and Exhibits contained therein are true and accurate; and
5. Adopts the above said report and finds that the costs of inspection or abatement on the properties listed are the costs set forth in Exhibit A, the civil penalties and/or fines for continued violations are the penalties and/or fines as set forth in Exhibit B, and the same are hereby charged and placed as special assessments upon the respective properties; and
6. Directs Exhibit C shall be sent to the Auditor-Controller of San Bernardino County and shall be collected on the County tax roll.

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

PASSED, APPROVED, AND ADOPTED this 21st day of January 2020.

PAUL S. LEON, MAYOR

ATTEST:

SHEILA MAUTZ, 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. 2020- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held January 21, 2020 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. 2020- duly passed and adopted by the Ontario City Council at their regular meeting held January 21, 2020.

SHEILA MAUTZ, CITY CLERK

(SEAL)

City of Ontario
Community Improvement Department
2020/2021 Tax Roll Year Special Assessments
Exhibit A - Costs Associated with Inspection or Abatement

Parcel Number	Address	Amount Due
0108-304-24	1364 E BONNIE BRAE ST, Ontario, CA 91764	1,366.65
0108-401-35	1737 N AMADOR AV, Ontario, CA 91764	149.00
0108-412-07	1747 N EL DORADO AV, Ontario, CA 91764	1,741.08
0108-441-02	1421 N AMADOR AV, Ontario, CA 91764	149.00
0108-481-18	0 E OLIVE ST, Ontario, CA 91764	50.00
0108-481-19	0 E OLIVE ST, Ontario, CA 91764	50.00
0108-481-20	0 E OLIVE ST, Ontario, CA 91764	259.00
0108-481-23	0 E OLIVE ST, Ontario, CA 91764	50.00
0108-481-24	0 E OLIVE ST, Ontario, CA 91764	50.00
0108-481-25	0 E OLIVE ST, Ontario, CA 91764	50.00
0108-481-26	0 E OLIVE ST, Ontario, CA 91764	50.00
0108-481-27	0 E OLIVE ST, Ontario, CA 91764	50.00
0108-493-13	1504 N MADERA AV, Ontario, CA 91764	2,434.64
0108-493-37	1521 N MARIPOSA AV, Ontario, CA 91764	120.05
0108-511-16	1466 E FIFTH ST, Ontario, CA 91764	110.00
0108-532-04	1664 E FIFTH ST, Ontario, CA 91764	104.55
0108-532-08	1688 E FIFTH ST, Ontario, CA 91764	2,851.00
0108-541-19	1646 E YALE ST, Ontario, CA 91764	101.55
0108-582-20	1633 N LAKE AV, Ontario, CA 91764	240.35
0108-601-69	1503 N LASSEN AV, Ontario, CA 91764	4,231.05
0108-622-48	1859 N VINEYARD AV, Building:2, Unit:D, Ontario, CA 91764	149.00
0110-013-20	1205 E D ST, Ontario, CA 91764	759.16
0110-061-10	1201 E HOLT BL, Ontario, CA 91761	110.00
0110-111-11	1654 E HOLT BL, Ontario, CA 91761	50.00
0110-111-12	1660 E HOLT BL, Ontario, CA 91761	796.05
0110-121-03	1512 E HOLT BL, Building:1, Ontario, CA 91761	464.70
0110-332-02	1808 E FOURTH ST, Unit:A, Ontario, CA 91764	46.46
0110-411-31	626 N MADERA AV, Ontario, CA 91764	326.10
0110-412-12	1642 E FLORA ST, Ontario, CA 91764	143.55
0110-424-08	927 N LASSEN AV, Ontario, CA 91764	3,615.10
0110-514-03	716 N BAKER AV, Ontario, CA 91764	1,652.72
0113-541-27	2701 S WHISPERING LAKES CT, Ontario, CA 91761	149.00
0209-331-18	1902 E DEODAR ST, Ontario, CA 91764	336.49
0210-193-14	3480 E SHELBY ST, Ontario, CA 91764	110.00
0210-204-04	3519 E CONCOURS ST, Ontario, CA 91764	110.00
0210-204-07	0 E CONCOURS ST, Ontario, CA 91764	110.00
0210-211-43	701 N MILLIKEN AV, Unit:B, Ontario, CA 91764	296.05
0210-212-60	0 E GUAISTI RD, Ontario, CA 91761	110.00
0210-331-56	1306 N DEL RIO WY, Ontario, CA 91764	228.60
0216-401-63	2450 S VINEYARD AV, Building:1, Ontario, CA 91761	494.55
0216-491-50	1419 E RIVERSIDE DR, Ontario, CA 91761	1,263.94

City of Ontario
Community Improvement Department
2020/2021 Tax Roll Year Special Assessments
Exhibit A - Costs Associated with Inspection or Abatement

Parcel Number	Address	Amount Due
0218-211-24	0 S MILLIKEN AV, Ontario, CA 91761	50.00
0218-211-27	13744 S MILLIKEN AV, Ontario, CA 91761	50.00
0218-281-17	10269 E EUCALYPTUS AV, Ontario, CA 91710	110.00
0238-014-32	4583 E MILLS CI, Ontario, CA 91764	149.00
1008-572-14	1415 W HARVARD PL, Ontario, CA 91762	1,893.86
1010-191-20	1048 W H ST, Ontario, CA 91762	110.00
1010-191-45	1048 W H ST, Ontario, CA 91762	110.00
1010-465-06	1007 W F ST, Ontario, CA 91762	432.00
1010-512-12	1005 W HOLLOWELL ST, Ontario, CA 91762	302.00
1010-521-09	1141 W D ST, Unit:A, Ontario, CA 91762	144.00
1011-134-05	234 S MOUNTAIN AV, Building:1, Ontario, CA 91762	231.05
1011-361-08	1517 W MISSION BL, Ontario, CA 91762	104.55
1011-371-08	0 W MISSION BL, Ontario, CA 91762	110.00
1011-421-17	1317 W RALSTON ST, Ontario, CA 91762	495.05
1011-582-03	1329 W PHILLIPS ST, Ontario, CA 91762	3,159.40
1014-182-15	844 W JUNIPER ST, Ontario, CA 91762	2,509.10
1014-183-18	1737 S GRANITE AV, Ontario, CA 91762	149.00
1014-532-04	2004 S PALMETTO AV, Ontario, CA 91762	110.00
1014-561-11	2155 S HELEN AV, Ontario, CA 91762	149.00
1014-571-14	2031 S BENSON AV, Ontario, CA 91762	124.05
1046-511-18	0 E EIGHTH ST, Ontario, CA 91764	110.00
1047-143-01	1235 E EIGHTH ST, Ontario, CA 91764	110.00
1047-212-03	1539 N MIRAMONTE AV, Ontario, CA 91764	231.05
1047-394-25	826 E SIXTH ST, Ontario, CA 91764	149.00
1047-433-16	1411 N GROVE AV, Ontario, CA 91764	149.00
1047-503-07	825 E FOURTH ST, Ontario, CA 91764	149.00
1047-521-17	541 E PRINCETON ST, Ontario, CA 91764	149.00
1048-022-34	1010 N SAN ANTONIO AV, Ontario, CA 91762	459.68
1048-064-18	329 E J ST, Ontario, CA 91764	104.55
1048-081-44	543 E PLAZA SERENA ST, Ontario, CA 91764	374.60
1048-093-26	627 E J ST, Ontario, CA 91764	1,163.84
1048-101-12	1049 N BERLYN AV, Ontario, CA 91764	149.00
1048-113-22	815 E I ST, Ontario, CA 91764	4,048.34
1048-161-17	834 N PARKSIDE AV, Ontario, CA 91764	399.80
1048-213-18	739 E H ST, Ontario, CA 91764	650.55
1048-481-06	947 E HOLT BL, Ontario, CA 91761	110.00
1048-511-01	136 N CAMPUS AV, Ontario, CA 91761	124.05
1048-581-28	301 N VINE AV, Ontario, CA 91762	110.00
1049-021-09	549 W HOLT BL, Ontario, CA 91762	110.00
1049-064-06	109 E MAIN ST, Ontario, CA 91761	1,052.94
1049-101-39	844 E HOLT BL, Ontario, CA 91761	346.05

City of Ontario
Community Improvement Department
2020/2021 Tax Roll Year Special Assessments
Exhibit A - Costs Associated with Inspection or Abatement

Parcel Number	Address	Amount Due
1049-111-01	316 S BON VIEW AV, Building:1, Ontario, CA 91761	817.20
1049-131-02	902 E HOLT BL, Ontario, CA 91761	708.55
1049-131-03	914 E HOLT BL, Ontario, CA 91761	708.55
1049-131-04	918 E HOLT BL, Ontario, CA 91761	796.05
1049-131-16	1050 E HOLT BL, Ontario, CA 91761	796.05
1049-141-24	1194 E HOLT BL, Ontario, CA 91761	883.55
1049-172-03	1128 E ONTARIO BL, Ontario, CA 91761	110.00
1049-201-04	519 S CAMPUS AV, Ontario, CA 91761	110.00
1049-232-20	560 E PARK ST, Ontario, CA 91761	2,109.00
1049-233-03	636 E STATE ST, Ontario, CA 91761	2,844.05
1049-245-04	318 E STATE ST, Ontario, CA 91761	110.00
1049-323-06	672 W SANTA BARBARA PRIV, Ontario, CA 91762	110.00
1049-323-12	830 S OAKLAND AV, Ontario, CA 91762	110.00
1049-333-04	209 W CARLTON ST, Unit:A, Ontario, CA 91762	104.55
1049-334-03	919 S VINE AV, Ontario, CA 91762	149.00
1049-353-10	507 E MAITLAND ST, Ontario, CA 91761	540.10
1049-392-04	1030 S GROVE AV, Ontario, CA 91761	110.00
1049-461-15	825 E WOODLAWN ST, Unit:A, Ontario, CA 91761	355.90
1049-562-16	1108 S PALM AV, Ontario, CA 91762	149.00
1049-591-27	612 W PHILLIPS ST, Ontario, CA 91762	1,407.00
1049-591-28	618 W PHILLIPS ST, Ontario, CA 91762	305.05
1050-081-14	207 E BUDD ST, Ontario, CA 91761	149.00
1050-251-01	1727 S EUCLID AV, Ontario, CA 91761	658.10
1050-272-01	1658 S EUCLID AV, Ontario, CA 91762	721.05
1050-272-20	1652 S EUCLID AV, Ontario, CA 91762	721.05
1050-291-03	459 W MAPLE ST, Ontario, CA 91762	3,476.00
1050-291-24	456 W FRANCIS ST, Ontario, CA 91762	149.00
1050-371-01	1845 S FERN AV, Ontario, CA 91762	149.00
1050-441-32	1926 S BON VIEW AV, Ontario, CA 91761	50.00
1050-441-33	1926 S BON VIEW AV, Ontario, CA 91761	50.00
1050-441-34	1926 S BON VIEW AV, Ontario, CA 91761	50.00
1050-441-35	1926 S BON VIEW AV, Ontario, CA 91761	50.00
1050-441-36	1926 S BON VIEW AV, Ontario, CA 91761	50.00
1050-441-37	1926 S BON VIEW AV, Ontario, CA 91761	50.00
1050-441-38	1918 S BON VIEW AV, Ontario, CA 91761	50.00
1050-441-39	1918 S BON VIEW AV, Ontario, CA 91761	50.00
1050-441-40	1918 S BON VIEW AV, Ontario, CA 91761	50.00
1050-441-41	1918 S BON VIEW AV, Ontario, CA 91761	50.00
1050-441-42	1918 S BON VIEW AV, Ontario, CA 91761	50.00
1050-441-43	1918 S BON VIEW AV, Ontario, CA 91761	50.00
1050-441-44	1918 S BON VIEW AV, Ontario, CA 91761	50.00

City of Ontario
Community Improvement Department
2020/2021 Tax Roll Year Special Assessments
Exhibit A - Costs Associated with Inspection or Abatement

Parcel Number	Address	Amount Due
1050-441-45	1918 S BON VIEW AV, Ontario, CA 91761	50.00
1050-441-46	1918 S BON VIEW AV, Ontario, CA 91761	50.00
1050-441-47	1918 S BON VIEW AV, Ontario, CA 91761	50.00
1050-441-48	1922 S BON VIEW AV, Ontario, CA 91761	50.00
1050-441-49	1922 S BON VIEW AV, Ontario, CA 91761	50.00
1050-441-50	1922 S BON VIEW AV, Ontario, CA 91761	50.00
1050-441-51	1922 S BON VIEW AV, Ontario, CA 91761	50.00
1050-441-52	1922 S BON VIEW AV, Ontario, CA 91761	50.00
1050-441-53	1922 S BON VIEW AV, Ontario, CA 91761	50.00
1050-441-54	1922 S BON VIEW AV, Ontario, CA 91761	50.00
1050-441-55	1922 S BON VIEW AV, Ontario, CA 91761	50.00
1050-441-56	1922 S BON VIEW AV, Ontario, CA 91761	50.00
1050-441-57	1922 S BON VIEW AV, Ontario, CA 91761	50.00
1050-441-58	1922 S BON VIEW AV, Ontario, CA 91761	50.00
1050-441-59	1922 S BON VIEW AV, Ontario, CA 91761	50.00
1050-441-60	1922 S BON VIEW AV, Ontario, CA 91761	50.00
1050-441-61	1922 S BON VIEW AV, Ontario, CA 91761	50.00
1050-441-62	1922 S BON VIEW AV, Ontario, CA 91761	50.00
1050-551-06	645 E SPRUCE ST, Ontario, CA 91761	104.55
1050-632-33	2045 S CYPRESS AV, Ontario, CA 91762	535.33
1051-171-41	2424 S GROVE AV, Ontario, CA 91761	1,031.05
1051-171-44	2460 S GROVE AV, Building:1, Ontario, CA 91761	525.05
1051-181-36	1020 E OAK HILL ST, Ontario, CA 91761	149.00
1051-331-67	2621 S MARIGOLD AV, Ontario, CA 91761	311.38
1051-561-73	2842 S PARKSIDE AV, Ontario, CA 91761	376.79
1052-191-03	7716 E CHINO AV, Ontario, CA 91761	601.05
1083-131-47	3113 E WHITE STAG RD, Ontario, CA 91761	149.00
1083-271-69	2717 S BLUE FOX DR, Ontario, CA 91761	110.00
1083-393-21	3633 E OAK CREEK DR, Unit:D, Ontario, CA 91761	11.48
1083-461-04	3881 E ANTELOPE CREEK DR, Ontario, CA 91761	329.68
		71,413.06

City of Ontario
Community Improvement Department
2020/2021 Tax Roll Year Special Assessments
Exhibit B - Civil Penalties and/or Fines for Continued Violations

Parcel Number	Address	Amount Due
0108-401-35	1737 N AMADOR AV, Ontario, CA 91764	220.00
0108-441-02	1421 N AMADOR AV, Ontario, CA 91764	120.00
0108-481-18	0 E OLIVE ST, Ontario, CA 91764	500.00
0108-481-19	0 E OLIVE ST, Ontario, CA 91764	500.00
0108-481-23	0 E OLIVE ST, Ontario, CA 91764	500.00
0108-481-24	0 E OLIVE ST, Ontario, CA 91764	500.00
0108-481-25	0 E OLIVE ST, Ontario, CA 91764	500.00
0108-481-26	0 E OLIVE ST, Ontario, CA 91764	500.00
0108-481-27	0 E OLIVE ST, Ontario, CA 91764	500.00
0108-563-10	1749 E YALE ST, Ontario, CA 91764	840.00
0110-111-11	1654 E HOLT BL, Ontario, CA 91761	500.00
0110-111-12	1660 E HOLT BL, Ontario, CA 91761	500.00
0110-213-16	1265 E G ST, Ontario, CA 91764	170.00
0110-512-13	824 N MADERA AV, Ontario, CA 91764	120.00
0110-513-19	751 N BAKER AV, Ontario, CA 91764	520.00
0210-291-14	1700 E SIXTH ST, Ontario, CA 91764	120.00
0210-321-47	2042 E BONNIE BRAE CT, Ontario, CA 91764	120.00
0218-211-24	0 S MILLIKEN AV, Ontario, CA 91761	500.00
0218-211-27	13744 S MILLIKEN AV, Ontario, CA 91761	500.00
0238-014-32	4583 E MILLS CI, Ontario, CA 91764	120.00
1010-455-03	1116 W D ST, Ontario, CA 91762	170.00
1014-162-19	862 W LOCUST ST, Ontario, CA 91762	490.00
1014-501-43	920 W LARODA CT, Ontario, CA 91762	340.00
1014-561-11	2155 S HELEN AV, Ontario, CA 91762	490.00
1047-341-01	427 W SIXTH ST, Ontario, CA 91762	120.00
1047-433-16	1411 N GROVE AV, Ontario, CA 91764	120.00
1048-022-34	1010 N SAN ANTONIO AV, Ontario, CA 91762	170.00
1048-131-24	1066 E FOURTH ST, Ontario, CA 91764	170.00
1048-511-05	210 N CAMPUS AV, Ontario, CA 91761	1,010.00
1049-131-02	902 E HOLT BL, Ontario, CA 91761	500.00
1049-131-03	914 E HOLT BL, Ontario, CA 91761	500.00
1049-131-04	918 E HOLT BL, Ontario, CA 91761	500.00
1049-131-16	1050 E HOLT BL, Ontario, CA 91761	500.00
1049-141-24	1194 E HOLT BL, Ontario, CA 91761	500.00
1049-232-20	560 E PARK ST, Ontario, CA 91761	500.00
1050-081-14	207 E BUDD ST, Ontario, CA 91761	120.00
1050-441-32	1926 S BON VIEW AV, Ontario, CA 91761	500.00
1050-441-33	1926 S BON VIEW AV, Ontario, CA 91761	500.00
1050-441-34	1926 S BON VIEW AV, Ontario, CA 91761	500.00
1050-441-35	1926 S BON VIEW AV, Ontario, CA 91761	500.00
1050-441-36	1926 S BON VIEW AV, Ontario, CA 91761	500.00

City of Ontario
Community Improvement Department
2020/2021 Tax Roll Year Special Assessments
Exhibit B - Civil Penalties and/or Fines for Continued Violations

Parcel Number	Address	Amount Due
1050-441-37	1926 S BON VIEW AV, Ontario, CA 91761	500.00
1050-441-38	1918 S BON VIEW AV, Ontario, CA 91761	500.00
1050-441-39	1918 S BON VIEW AV, Ontario, CA 91761	500.00
1050-441-40	1918 S BON VIEW AV, Ontario, CA 91761	500.00
1050-441-41	1918 S BON VIEW AV, Ontario, CA 91761	500.00
1050-441-42	1918 S BON VIEW AV, Ontario, CA 91761	500.00
1050-441-43	1918 S BON VIEW AV, Ontario, CA 91761	500.00
1050-441-44	1918 S BON VIEW AV, Ontario, CA 91761	500.00
1050-441-45	1918 S BON VIEW AV, Ontario, CA 91761	500.00
1050-441-46	1918 S BON VIEW AV, Ontario, CA 91761	500.00
1050-441-47	1918 S BON VIEW AV, Ontario, CA 91761	500.00
1050-441-48	1922 S BON VIEW AV, Ontario, CA 91761	500.00
1050-441-49	1922 S BON VIEW AV, Ontario, CA 91761	500.00
1050-441-50	1922 S BON VIEW AV, Ontario, CA 91761	500.00
1050-441-51	1922 S BON VIEW AV, Ontario, CA 91761	500.00
1050-441-52	1922 S BON VIEW AV, Ontario, CA 91761	500.00
1050-441-53	1922 S BON VIEW AV, Ontario, CA 91761	500.00
1050-441-54	1922 S BON VIEW AV, Ontario, CA 91761	500.00
1050-441-55	1922 S BON VIEW AV, Ontario, CA 91761	500.00
1050-441-56	1922 S BON VIEW AV, Ontario, CA 91761	500.00
1050-441-57	1922 S BON VIEW AV, Ontario, CA 91761	500.00
1050-441-58	1922 S BON VIEW AV, Ontario, CA 91761	500.00
1050-441-59	1922 S BON VIEW AV, Ontario, CA 91761	500.00
1050-441-60	1922 S BON VIEW AV, Ontario, CA 91761	500.00
1050-441-61	1922 S BON VIEW AV, Ontario, CA 91761	500.00
1050-441-62	1922 S BON VIEW AV, Ontario, CA 91761	500.00
1051-011-15	751 W MONTICELLO ST, Ontario, CA 91762	100.00
1051-171-41	2424 S GROVE AV, Ontario, CA 91761	500.00
1051-171-44	2460 S GROVE AV, Building:1, Ontario, CA 91761	220.00
		30,370.00

City of Ontario
Community Improvement Department
2020/2021 Tax Roll Year Special Assessments
Exhibit C - Total Amounts per Parcel

Parcel Number	Address	Amount Due
0108-304-24	1364 E BONNIE BRAE ST, Ontario, CA 91764	1,366.65
0108-401-35	1737 N AMADOR AV, Ontario, CA 91764	369.00
0108-412-07	1747 N EL DORADO AV, Ontario, CA 91764	1,741.08
0108-441-02	1421 N AMADOR AV, Ontario, CA 91764	269.00
0108-481-18	0 E OLIVE ST, Ontario, CA 91764	550.00
0108-481-19	0 E OLIVE ST, Ontario, CA 91764	550.00
0108-481-20	0 E OLIVE ST, Ontario, CA 91764	259.00
0108-481-23	0 E OLIVE ST, Ontario, CA 91764	550.00
0108-481-24	0 E OLIVE ST, Ontario, CA 91764	550.00
0108-481-25	0 E OLIVE ST, Ontario, CA 91764	550.00
0108-481-26	0 E OLIVE ST, Ontario, CA 91764	550.00
0108-481-27	0 E OLIVE ST, Ontario, CA 91764	550.00
0108-493-13	1504 N MADERA AV, Ontario, CA 91764	2,434.64
0108-493-37	1521 N MARIPOSA AV, Ontario, CA 91764	120.05
0108-511-16	1466 E FIFTH ST, Ontario, CA 91764	110.00
0108-532-04	1664 E FIFTH ST, Ontario, CA 91764	104.55
0108-532-08	1688 E FIFTH ST, Ontario, CA 91764	2,851.00
0108-541-19	1646 E YALE ST, Ontario, CA 91764	101.55
0108-563-10	1749 E YALE ST, Ontario, CA 91764	840.00
0108-582-20	1633 N LAKE AV, Ontario, CA 91764	240.35
0108-601-69	1503 N LASSEN AV, Ontario, CA 91764	4,231.05
0108-622-48	1859 N VINEYARD AV, Building:2, Unit:D, Ontario, CA 91764	149.00
0110-013-20	1205 E D ST, Ontario, CA 91764	759.16
0110-061-10	1201 E HOLT BL, Ontario, CA 91761	110.00
0110-111-11	1654 E HOLT BL, Ontario, CA 91761	550.00
0110-111-12	1660 E HOLT BL, Ontario, CA 91761	1,296.05
0110-121-03	1512 E HOLT BL, Building:1, Ontario, CA 91761	464.70
0110-213-16	1265 E G ST, Ontario, CA 91764	170.00
0110-332-02	1808 E FOURTH ST, Unit:A, Ontario, CA 91764	46.46
0110-411-31	626 N MADERA AV, Ontario, CA 91764	326.10
0110-412-12	1642 E FLORA ST, Ontario, CA 91764	143.55
0110-424-08	927 N LASSEN AV, Ontario, CA 91764	3,615.10
0110-512-13	824 N MADERA AV, Ontario, CA 91764	120.00
0110-513-19	751 N BAKER AV, Ontario, CA 91764	520.00
0110-514-03	716 N BAKER AV, Ontario, CA 91764	1,652.72
0113-541-27	2701 S WHISPERING LAKES CT, Ontario, CA 91761	149.00
0209-331-18	1902 E DEODAR ST, Ontario, CA 91764	336.49
0210-193-14	3480 E SHELBY ST, Ontario, CA 91764	110.00
0210-204-04	3519 E CONCOURS ST, Ontario, CA 91764	110.00
0210-204-07	0 E CONCOURS ST, Ontario, CA 91764	110.00
0210-211-43	701 N MILLIKEN AV, Unit:B, Ontario, CA 91764	296.05

City of Ontario
Community Improvement Department
2020/2021 Tax Roll Year Special Assessments
Exhibit C - Total Amounts per Parcel

Parcel Number	Address	Amount Due
0210-212-60	0 E GUASTI RD, Ontario, CA 91761	110.00
0210-291-14	1700 E SIXTH ST, Ontario, CA 91764	120.00
0210-321-47	2042 E BONNIE BRAE CT, Ontario, CA 91764	120.00
0210-331-56	1306 N DEL RIO WY, Ontario, CA 91764	228.60
0216-401-63	2450 S VINEYARD AV, Building:1, Ontario, CA 91761	494.55
0216-491-50	1419 E RIVERSIDE DR, Ontario, CA 91761	1,263.94
0218-211-24	0 S MILLIKEN AV, Ontario, CA 91761	550.00
0218-211-27	13744 S MILLIKEN AV, Ontario, CA 91761	550.00
0218-281-17	10269 E EUCALYPTUS AV, Ontario, CA 91710	110.00
0238-014-32	4583 E MILLS CI, Ontario, CA 91764	269.00
1008-572-14	1415 W HARVARD PL, Ontario, CA 91762	1,893.86
1010-191-20	1048 W H ST, Ontario, CA 91762	110.00
1010-191-45	1048 W H ST, Ontario, CA 91762	110.00
1010-455-03	1116 W D ST, Ontario, CA 91762	170.00
1010-465-06	1007 W F ST, Ontario, CA 91762	432.00
1010-512-12	1005 W HOLLOWELL ST, Ontario, CA 91762	302.00
1010-521-09	1141 W D ST, Unit:A, Ontario, CA 91762	144.00
1011-134-05	234 S MOUNTAIN AV, Building:1, Ontario, CA 91762	231.05
1011-361-08	1517 W MISSION BL, Ontario, CA 91762	104.55
1011-371-08	0 W MISSION BL, Ontario, CA 91762	110.00
1011-421-17	1317 W RALSTON ST, Ontario, CA 91762	495.05
1011-582-03	1329 W PHILLIPS ST, Ontario, CA 91762	3,159.40
1014-162-19	862 W LOCUST ST, Ontario, CA 91762	490.00
1014-182-15	844 W JUNIPER ST, Ontario, CA 91762	2,509.10
1014-183-18	1737 S GRANITE AV, Ontario, CA 91762	149.00
1014-501-43	920 W LARODA CT, Ontario, CA 91762	340.00
1014-532-04	2004 S PALMETTO AV, Ontario, CA 91762	110.00
1014-561-11	2155 S HELEN AV, Ontario, CA 91762	639.00
1014-571-14	2031 S BENSON AV, Ontario, CA 91762	124.05
1046-511-18	0 E EIGHTH ST, Ontario, CA 91764	110.00
1047-143-01	1235 E EIGHTH ST, Ontario, CA 91764	110.00
1047-212-03	1539 N MIRAMONTE AV, Ontario, CA 91764	231.05
1047-341-01	427 W SIXTH ST, Ontario, CA 91762	120.00
1047-394-25	826 E SIXTH ST, Ontario, CA 91764	149.00
1047-433-16	1411 N GROVE AV, Ontario, CA 91764	269.00
1047-503-07	825 E FOURTH ST, Ontario, CA 91764	149.00
1047-521-17	541 E PRINCETON ST, Ontario, CA 91764	149.00
1048-022-34	1010 N SAN ANTONIO AV, Ontario, CA 91762	629.68
1048-064-18	329 E J ST, Ontario, CA 91764	104.55
1048-081-44	543 E PLAZA SERENA ST, Ontario, CA 91764	374.60
1048-093-26	627 E J ST, Ontario, CA 91764	1,163.84

City of Ontario
Community Improvement Department
2020/2021 Tax Roll Year Special Assessments
Exhibit C - Total Amounts per Parcel

Parcel Number	Address	Amount Due
1048-101-12	1049 N BERLYN AV, Ontario, CA 91764	149.00
1048-113-22	815 E I ST, Ontario, CA 91764	4,048.34
1048-131-24	1066 E FOURTH ST, Ontario, CA 91764	170.00
1048-161-17	834 N PARKSIDE AV, Ontario, CA 91764	399.80
1048-213-18	739 E H ST, Ontario, CA 91764	650.55
1048-481-06	947 E HOLT BL, Ontario, CA 91761	110.00
1048-511-01	136 N CAMPUS AV, Ontario, CA 91761	124.05
1048-511-05	210 N CAMPUS AV, Ontario, CA 91761	1,010.00
1048-581-28	301 N VINE AV, Ontario, CA 91762	110.00
1049-021-09	549 W HOLT BL, Ontario, CA 91762	110.00
1049-064-06	109 E MAIN ST, Ontario, CA 91761	1,052.94
1049-101-39	844 E HOLT BL, Ontario, CA 91761	346.05
1049-111-01	316 S BON VIEW AV, Building:1, Ontario, CA 91761	817.20
1049-131-02	902 E HOLT BL, Ontario, CA 91761	1,208.55
1049-131-03	914 E HOLT BL, Ontario, CA 91761	1,208.55
1049-131-04	918 E HOLT BL, Ontario, CA 91761	1,296.05
1049-131-16	1050 E HOLT BL, Ontario, CA 91761	1,296.05
1049-141-24	1194 E HOLT BL, Ontario, CA 91761	1,383.55
1049-172-03	1128 E ONTARIO BL, Ontario, CA 91761	110.00
1049-201-04	519 S CAMPUS AV, Ontario, CA 91761	110.00
1049-232-20	560 E PARK ST, Ontario, CA 91761	2,609.00
1049-233-03	636 E STATE ST, Ontario, CA 91761	2,844.05
1049-245-04	318 E STATE ST, Ontario, CA 91761	110.00
1049-323-06	672 W SANTA BARBARA PRIV, Ontario, CA 91762	110.00
1049-323-12	830 S OAKLAND AV, Ontario, CA 91762	110.00
1049-333-04	209 W CARLTON ST, Unit:A, Ontario, CA 91762	104.55
1049-334-03	919 S VINE AV, Ontario, CA 91762	149.00
1049-353-10	507 E MAITLAND ST, Ontario, CA 91761	540.10
1049-392-04	1030 S GROVE AV, Ontario, CA 91761	110.00
1049-461-15	825 E WOODLAWN ST, Unit:A, Ontario, CA 91761	355.90
1049-562-16	1108 S PALM AV, Ontario, CA 91762	149.00
1049-591-27	612 W PHILLIPS ST, Ontario, CA 91762	1,407.00
1049-591-28	618 W PHILLIPS ST, Ontario, CA 91762	305.05
1050-081-14	207 E BUDD ST, Ontario, CA 91761	269.00
1050-251-01	1727 S EUCLID AV, Ontario, CA 91761	658.10
1050-272-01	1658 S EUCLID AV, Ontario, CA 91762	721.05
1050-272-20	1652 S EUCLID AV, Ontario, CA 91762	721.05
1050-291-03	459 W MAPLE ST, Ontario, CA 91762	3,476.00
1050-291-24	456 W FRANCIS ST, Ontario, CA 91762	149.00
1050-371-01	1845 S FERN AV, Ontario, CA 91762	149.00
1050-441-32	1926 S BON VIEW AV, Ontario, CA 91761	550.00

City of Ontario
Community Improvement Department
2020/2021 Tax Roll Year Special Assessments
Exhibit C - Total Amounts per Parcel

Parcel Number	Address	Amount Due
1050-441-33	1926 S BON VIEW AV, Ontario, CA 91761	550.00
1050-441-34	1926 S BON VIEW AV, Ontario, CA 91761	550.00
1050-441-35	1926 S BON VIEW AV, Ontario, CA 91761	550.00
1050-441-36	1926 S BON VIEW AV, Ontario, CA 91761	550.00
1050-441-37	1926 S BON VIEW AV, Ontario, CA 91761	550.00
1050-441-38	1918 S BON VIEW AV, Ontario, CA 91761	550.00
1050-441-39	1918 S BON VIEW AV, Ontario, CA 91761	550.00
1050-441-40	1918 S BON VIEW AV, Ontario, CA 91761	550.00
1050-441-41	1918 S BON VIEW AV, Ontario, CA 91761	550.00
1050-441-42	1918 S BON VIEW AV, Ontario, CA 91761	550.00
1050-441-43	1918 S BON VIEW AV, Ontario, CA 91761	550.00
1050-441-44	1918 S BON VIEW AV, Ontario, CA 91761	550.00
1050-441-45	1918 S BON VIEW AV, Ontario, CA 91761	550.00
1050-441-46	1918 S BON VIEW AV, Ontario, CA 91761	550.00
1050-441-47	1918 S BON VIEW AV, Ontario, CA 91761	550.00
1050-441-48	1922 S BON VIEW AV, Ontario, CA 91761	550.00
1050-441-49	1922 S BON VIEW AV, Ontario, CA 91761	550.00
1050-441-50	1922 S BON VIEW AV, Ontario, CA 91761	550.00
1050-441-51	1922 S BON VIEW AV, Ontario, CA 91761	550.00
1050-441-52	1922 S BON VIEW AV, Ontario, CA 91761	550.00
1050-441-53	1922 S BON VIEW AV, Ontario, CA 91761	550.00
1050-441-54	1922 S BON VIEW AV, Ontario, CA 91761	550.00
1050-441-55	1922 S BON VIEW AV, Ontario, CA 91761	550.00
1050-441-56	1922 S BON VIEW AV, Ontario, CA 91761	550.00
1050-441-57	1922 S BON VIEW AV, Ontario, CA 91761	550.00
1050-441-58	1922 S BON VIEW AV, Ontario, CA 91761	550.00
1050-441-59	1922 S BON VIEW AV, Ontario, CA 91761	550.00
1050-441-60	1922 S BON VIEW AV, Ontario, CA 91761	550.00
1050-441-61	1922 S BON VIEW AV, Ontario, CA 91761	550.00
1050-441-62	1922 S BON VIEW AV, Ontario, CA 91761	550.00
1050-551-06	645 E SPRUCE ST, Ontario, CA 91761	104.55
1050-632-33	2045 S CYPRESS AV, Ontario, CA 91762	535.33
1051-011-15	751 W MONTICELLO ST, Ontario, CA 91762	100.00
1051-171-41	2424 S GROVE AV, Ontario, CA 91761	1,531.05
1051-171-44	2460 S GROVE AV, Building:1, Ontario, CA 91761	745.05
1051-181-36	1020 E OAK HILL ST, Ontario, CA 91761	149.00
1051-331-67	2621 S MARIGOLD AV, Ontario, CA 91761	311.38
1051-561-73	2842 S PARKSIDE AV, Ontario, CA 91761	376.79
1052-191-03	7716 E CHINO AV, Ontario, CA 91761	601.05
1083-131-47	3113 E WHITE STAG RD, Ontario, CA 91761	149.00
1083-271-69	2717 S BLUE FOX DR, Ontario, CA 91761	110.00

City of Ontario
Community Improvement Department
2020/2021 Tax Roll Year Special Assessments
Exhibit C - Total Amounts per Parcel

Parcel Number	Address	Amount Due
1083-393-21	3633 E OAK CREEK DR, Unit:D, Ontario, CA 91761	11.48
1083-461-04	3881 E ANTELOPE CREEK DR, Ontario, CA 91761	329.68
166		101,783.06

CITY OF ONTARIO

Agenda Report
January 21, 2020

SECTION:
CONSENT CALENDAR

SUBJECT: A DEVELOPMENT IMPACT FEE CREDIT AGREEMENT (FILE NO. PDIF19-005) BETWEEN THE CITY OF ONTARIO AND ARROYO CAP VII, LLC, FOR FACILITY CONSTRUCTION ASSOCIATED WITH TRACT MAP 18929 (FILE NO. PMTT13-016), LOCATED AT THE SOUTHWEST CORNER OF ARCHIBALD AVENUE AND EUCALYPTUS AVENUE, AND TRACT MAP 18930 (FILE NO. PMTT13-017), LOCATED AT THE NORTHWEST CORNER OF ARCHIBALD AVENUE AND MERRILL AVENUE, WITHIN THE SUBAREA 29 SPECIFIC PLAN

RECOMMENDATION: That the City Council approve the Development Impact Fee Credit Agreement (File No. PDIF19-005) between the City of Ontario and Arroyo Cap VII, LLC, for facility construction associated with Tract Map 18929 (File No. PMTT13-016), located at the southwest corner of Archibald Avenue and Eucalyptus Avenue, and Tract Map 18930 (File No. PMTT13-017), located at the northwest corner of Archibald Avenue and Merrill Avenue, within the Subarea 29 Specific Plan, and authorize the City Manager to execute the agreement.

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: Approval of the proposed Development Impact Fee ("DIF") Credit Agreement (File No. PDIF19-005) will result in no fiscal impact to the City's General Fund. The project's Development Agreement (File No. PDA18-001) and related conditions require Arroyo Cap VII, LLC, ("Developer") to construct DIF Program infrastructure with estimated costs of \$19,567,948. The proposed DIF Credit Agreement defines the amount of DIF credit that the Developer may be eligible to receive for construction of these DIF improvements. The DIF credit that the Developer will receive upon

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. 01/21/2020

Approved: _____

Continued to: _____

Denied: _____

4

completion of the improvements may be exchanged for a refund of DIF that was paid by the Developer (up to the Developer's maximum DIF obligation) in the respective DIF category.

BACKGROUND: On October 2, 2018, the City Council approved the Development Agreement (File No. PDA18-001) between the City of Ontario and Richland Developers, Inc. (prior property owner) to establish the terms for the development of Tract Map No. 18929 (File No. PMTT13-016) to subdivide 54.81 acres of land into 207 residential numbered lots and 24 lettered lots, and Tract Map No. 18930 (File No. PMTT13-017) to subdivide 49.45 acres of land into 225 residential numbered lots and 26 lettered lots. The Development Agreement was then assigned to Arroyo Cap VII, LLC (current property owner).

Pursuant to the City's adopted DIF Credit policies, construction of DIF Program Facilities requires the Developer and the City enter into a DIF Credit Agreement ("Agreement"). The terms of the proposed Agreement specify the defined portion of the infrastructure to be constructed by the Developer in the Local Adjacent or Regional DIF category and includes an estimate of the maximum DIF Credit (not reimbursement) that may be applied in the respective Local Adjacent or Regional DIF category. This infrastructure is within Ontario Ranch Water, Sewer, Storm Drain, Streets and Fiber Optic System categories. Since the maximum eligible costs in the Agreement for the required infrastructure exceeds the Developer's DIF obligation, the Developer is also eligible to receive DIF credit under the proposed Agreement; and, therefore, may be eligible to receive reimbursements from DIF collected from other developments.

The proposed Agreement complies with the City's DIF Policies and is in conformance with the approved Development Agreement and related conditions. Under the provisions of the City's DIF Program, the City Manager is authorized to execute such agreements upon approval by the City Council.

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

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

Space above this line for Recorder's Use

Exempt from Fees Per Gov. Code § 6301

FILE NO. PDIF19-005

**DEVELOPMENT IMPACT FEE CREDIT AGREEMENT
FOR FACILITY CONSTRUCTION**

By and Between

**City of Ontario
a California municipal corporation**

and

**Arroyo Cap VII, LLC
a Delaware limited liability company**

_____, 2020

San Bernardino County, California

**DEVELOPMENT IMPACT FEE CREDIT AGREEMENT FOR FACILITY
CONSTRUCTION BY AND BETWEEN THE CITY OF ONTARIO AND
ARROYO CAP VII, LLC
FILE NO. PDIF19-005**

This DEVELOPMENT IMPACT FEE CREDIT AGREEMENT ("Fee Credit Agreement"), entered into this _____ day of _____, 2020, between the CITY OF ONTARIO, a California municipal corporation, hereinafter referred to as the "City," and ARROYO CAP VII, LLC., a Delaware limited liability company, hereinafter referred to as the "Developer."

RECITALS

A. Developer is the owner and developer of property located within the City, which property has received development approvals from the City, including the Subarea 29 Specific Plan ("Specific Plan") and Tentative Tract Nos. 18929 and 18930 (the "Tract Map"). A legal description of the property is attached as Exhibit 1 (the "Property"). A map of the Property is attached as Exhibit 2.

B. As a condition of the development approvals for the Property, including the Specific Plan and Tract Map approvals, the Developer is required to construct those public improvements identified on Exhibit 3, consisting of certain master planned public infrastructure and Improvements, (hereinafter referred to as the "Improvements"). The estimated costs for the design and construction of the Improvements are set forth in Exhibit 4.

C. On July 1, 2003, City Ordinance No. Ordinance No. 2779 was adopted establishing certain development impact fees ("DIF Fees") to be paid as a condition to the issuance of certain entitlements within the City. Section 7 of Ordinance 2779 authorizes the City Manager, when he or she determines that the public interest among other reasons would be served by such an agreement, to execute agreements on behalf of the City with applicants in order to provide a credit to the applicant against certain DIF Fees in exchange for the applicant's construction and dedication of public improvements, upon reasonable terms and conditions as may be determined on a case by case basis.

D. City and the previous owner of the Property have previously entered into a statutory Development Agreement (File No. PDA18-001), pursuant to Section 65864, et seq., of the Government Code, (the "Development Agreement") and such Development Agreement has been assigned to Developer and Developer has assumed all rights, responsibilities and obligations of the Development Agreement, including the design and construction of the Improvements identified in Exhibit 3 and such improvements are included in the City's Development Impact Fee (DIF) Program as a project, or a portion of a project and eligible for credit against DIF Fees.

E. City and Developer have agreed that the costs to design and construct the Improvements shall be eligible for DIF Credit in accordance with the City's [Ontario Ranch] DIF Credit policies as contained in the City's DIF Program and Resolution No. 2019-135.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and the mutual promises contained herein, it is agreed as follows:

1. Definitions. For purposes of this Agreement, the terms below shall be defined as follows:

"Acceptable Title" means title to land or an interest therein required for the construction, operation and maintenance of an Improvement, in form acceptable to the City Manager, free and clear of all liens, taxes, assessments, leases, easements and encumbrances, whether or not recorded, but subject to any exceptions determined by the City Manager as not materially interfering with the actual or intended use of the land or interest therein required for the operation of an Improvement. Notwithstanding the foregoing, an irrevocable offer of dedication may constitute "Acceptable Title."

"Acceptance Date" means the earlier of (i) date the City Manager or his/her designee takes final action, in writing, to accept dedication or transfer of an Improvement or (ii) the date determined pursuant to Section 3 below.

"Bid Documents" means all designs, bid documents, construction plans and specifications, system layout drawings and other construction documents and permits approved by the City relating to an Improvement.

"Certificate of DIF Credit" means a City certificate for the issuance of DIF Credit to Developer in the form attached hereto as Exhibit 5.

"City DIF Program and Policies" or "DIF Program" means Ordinance Nos. 2779 and 2780 and Resolution No. 2019-135, as -it may be amended from time to time and as DIF Fees and the capital improvement projects and public infrastructure identified therein may be revised by Resolution.

"City Manager" means the City Manager of the City or his or her designee.

"City Engineer" means the City's City Engineer or his or her designee.

"Completed", "Complete" and "Completion" with respect to an Improvement mean that such Improvement has been completed in accordance with its Bid Documents, including any final "punch list" items, as approved in writing by the City Engineer, which approval shall not be unreasonably withheld, and that such

Improvement is Usable. Notwithstanding the foregoing, if an Improvement which Developer is obligated to construct pursuant to the applicable conditions of approval for a portion of the Property is only a portion of a larger work of improvement, then a determination of "Completed" or "Completion" with respect to that Improvement shall be made only as to that Improvement and not with respect to the larger work of improvement of which it is a portion.

"Credit Request" means a document, substantially in the form of Exhibit 6, to be used by Developer in requesting DIF Credits with respect to one or more Improvements.

"Days" shall mean business days unless otherwise stated.

"Developer Contract" means a contract between the Developer and a qualified contractor awarded to the qualified contractor for the construction of the Improvements at the direction of Developer.

"Development Agreement" has the meaning set forth in Recital D above.

"DIF" or "DIF Fees" means the development impact fees imposed within the Ontario Ranch area pursuant to City Ordinance Nos. 2779 and 2780 and City Resolution No. 2019-135 and any subsequent City ordinances and resolutions lawfully adopted by the City Council to update or modify such development impact fees.

"DIF Credit" means credits earned against the payment of DIF pursuant to this Agreement.

"DIF Obligation" means the amount of Developer's total obligation for Development Impact Fees in either the Regional or Local Adjacent portion of a DIF category for the Property. Developer's DIF Obligation Amounts for each DIF Category shall be as provided in Exhibit 4.

"Effective Date" means the date set forth in the first paragraph of this Agreement.

"Eligible Cost" means the substantiated cost of an Improvement to be used in calculating DIF Credit amounts, which costs may include: (i) the costs for the construction (including grading) of such Improvement, (ii) costs directly related to the construction and/or acquisition of the Improvement, such as costs of payment, performance and/or maintenance bonds, the professional costs of material testing, and insurance costs (including costs of any title insurance required); (iii) the cost of acquiring any real property or interest therein in order to construct or operate the Improvement, (iv) the costs incurred in preparing Bid Documents and the related costs of geotechnical and environmental evaluations of the Improvement, (v) the fees paid to the City and any other governmental agencies for, and all other costs incurred in connection with obtaining permits, licenses or other governmental approvals for

such Improvement, (vi) costs of construction and project management, administration and supervision (but only up to five percent (5%) of the costs described in clause (i) above) incurred for the construction of such Improvement, (vii) professional costs associated with such Improvement, such as design, engineering, accounting, inspection, construction staking, and similar professional services including legal services related to the review of construction contracts. The maximum amount of Eligible Costs described in clauses (iv) through (vii) shall be limited to a total of fifteen percent (15%) of the costs described in clause (i).

“Improvement” or “Improvements” means the public improvements required to support the development of the Property as described in Exhibit 3 to the extent required by the applicable conditions of approval.

“Program Cost” or “DIF Program Cost” means the estimated cost of an Improvement identified in the “Nexus Study” referenced in City Resolution No. 2019-135 as it may be modified, supplemented or superseded from time to time. The Program Cost to be applied shall be the Program Cost in effect at the time the DIF Credit Request is submitted to the City.

“Usable” shall mean that, with respect to any particular Improvement, the Improvement is actually usable for its intended purposes, and includes, for water Improvements, connection to the applicable water supply, for sewer Improvements connection to an applicable disposal system, and for recycled water Improvements connection to a treated water supply and distribution system as those connections are set out in the project approvals. Notwithstanding the foregoing, if an Improvement which Developer is obligated to construct pursuant to the applicable conditions of approval for a portion of the Property is only a portion of a larger work of improvement, then a determination by the City Engineer of whether that Improvement is “Usable” shall be made only with respect to that Improvement and not with respect to the larger work of improvement of which it is a portion.

2. Construction and Funding of Improvements by Developer.

(a) Construction of Improvements by Developer. Developer shall commence each Improvements in accordance with the terms of the conditions of approval, Development Agreement and individual Tract or Parcel Maps, including any extension thereof. In the event of any conflict between these documents, the soonest date of commencement shall apply. Upon commencement of the Improvement(s), Developer shall proceed expeditiously with the construction of the Improvement(s) under the terms herein.

(b) For the purposes of this Agreement, commencement of the Improvements shall mean when Developer receives the first permit from City for any grading of the Property.

(c) City and Developer agree that Developer shall award, or cause to be awarded, all contracts for the construction and Completion of the Improvements

as necessary to assure the timely and satisfactory completion of such Improvements. The Developer shall perform all of its obligations hereunder and shall conduct all operations with respect to the construction of the Improvements in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken.

(d) The Developer shall not be relieved of its obligation to construct the Improvements and shall cause title to the Improvements to be conveyed to the City even if the DIF Credit Amount is less than the actual cost of the Improvements.

(e) If Developer is unable or unwilling to proceed with, and Complete, the construction of the Improvement(s) for any reason, and subject to the provisions in Section 14 below, Developer shall be considered to be in default of this Agreement.

3. Inspection and Acceptance of Completed Improvement by City. City shall make or shall cause to be made periodic site inspections of Developer's construction work. The Acceptance Date for each Improvement constructed by Developer shall be no later than twenty (20) Days following the last to occur of the following requirements:

(a) the City Engineer's determination the Improvement is Complete;

(b) the City Engineer's determination that Acceptable Title with respect to the Improvement is available for acceptance;

(c) Developer's provision of one (1) set of "as-built" or record drawings or plans for the Improvement, certified and reflecting the condition of the Improvement as constructed; and

(d) Developer's provision of such evidence or proof as the City Manager shall require that all persons, firms and corporations supplying work, labor, materials, supplies and equipment to the construction of the Improvement have been paid and that no claims or liens have been recorded by or on behalf of any such person, firm or corporation. Alternatively, rather than await the expiration of the time for the recording of claims of liens, Developer may elect to provide a title insurance policy or other security acceptable to the City Manager guaranteeing that no such claims of liens will be recorded or become a lien upon any of the real property required for the Improvement.

4. Conveyance of Acceptable Title to City. Acceptable Title to all property on, in or over which the Improvement is located, shall, prior to and as a condition precedent to the City's acceptance of any Improvement, be conveyed to City by way of dedication of such property on the Tract or Parcel Map or by a separate recorded instrument, to permit the City to properly own, operate and maintain such Improvement. Developer shall assist the City in obtaining such documents as are

required to obtain Acceptable Title. Completion of the transfer of Acceptable Title shall be evidenced by recordation of the acceptance thereof by the City Engineer.

5. Maintenance and Warranties to be provided to City. Developer shall maintain the Improvement in good and safe condition until the Acceptance Date of the Improvement. Prior to the Acceptance Date, Developer shall, at its sole cost and expense, be responsible for performing any required maintenance on the Improvement. On or before the Acceptance Date of the Improvement, Developer shall assign to the City all of Developer's rights in any warranties, guarantees, maintenance obligations or other evidence of contingent obligations of third persons with respect to such Improvement. All warranties, guarantees or other evidences of contingent obligations of third persons with respect to the Improvement shall be delivered to the City Engineer, in writing, as part of the transfer of title.

(a) After the Acceptance Date, City shall be solely responsible for maintenance of the Improvement.

(b) With respect to the Improvement, Developer shall warrant that the Improvement is free from defects in materials and construction defects (and shall correct or cause to be corrected any such defects at Developer's expense) for a period of one year from the Acceptance Date thereof (the "Warranty Period") and Developer shall provide a bond or other security reasonably acceptable in form and substance to the City for such period and such purpose to insure that such defects that appear within said period will be repaired, replaced or corrected by Developer, at its own cost and expense, to the reasonable satisfaction of the City Manager. During the Warranty Period, Developer shall continue to repair, replace or correct any such defects within thirty (30) Days after written notice thereof by the City Engineer to Developer, and shall complete such repairs, replacement or correction as soon as practicable.

(c) In the event that Developer does not repair, replace or correct defects after such written notice, in addition to the provisions of Section 14 below, City may repair, replace or correct the defects in the Improvement and charge the Developer for the cost of such repair, replacement or correction plus City staff time and overhead.

6. Issuance of DIF Credit to Developer. Developer shall receive DIF Credits based upon the verified Eligible Costs of the Improvement (or accepted portion of the Improvement). Issued DIF Credits shall specify the DIF Credit infrastructure category and whether the DIF Credit is for construction of a Regional or Local Adjacent DIF Program Improvement.

7. Limitations on the Issuance of DIF Credit to Developer upon Completion of an Improvement. The amount of DIF Credit to be issued by City shall be limited to the amount of the DIF Program Costs for the Improvement or segment cost for the percentage of the Program Costs proportional to the segment of improvement constructed or accepted. The DIF Program Costs identified in the City's

DIF Program shall be subject to change, from time to time, as part of the continuing update of the City's DIF Program. The DIF Program Costs for the improvement (or accepted portion of the Improvement) shall be those in effect at the time the DIF Credit Request is submitted to the City.

(a) To the extent that NMC Builders LLC incurred the costs for the design of the Improvements, Developer agrees that the DIF Credit, up to ten (10%) of the DIF Program Costs, for those design costs portion of the Improvements shall be issued to NMC Builders LLC.

8. Issuance of a DIF Credit Certificate. When an Improvement is Complete, Developer shall submit a DIF Credit Request to City with all supporting documentation evidencing the total actual Eligible Costs of the Improvement at the time of submittal. The City Manager shall determine the completeness of the DIF Credit Request and notify Developer of whether the DIF Credit Request is considered complete or if additional information is needed from Developer. Once the DIF Credit Request is considered complete, the City Manager shall use his or her best efforts to determine the total actual Eligible Costs of the Improvements and provide Developer with a Certificate of DIF Credit within twenty (20) Days following receipt of the completed DIF Credit Request.

9. DIF Program Modifications. The estimated cost in the City's DIF Program for DIF Improvements (or defined portions of DIF Improvements) as listed in Exhibit 4 and Developer's total DIF Obligation amount may be modified from time to time based on modifications to the City's DIF Program.

10. Assignment of DIF Credits. Developer shall have the right to sell, transfer or assign DIF Credits provided for herein, to any person, partnership, limited liability company, joint venture, firm or corporation; provided, however, that any such sale, transfer or assignment shall only be made in strict compliance with the following:

(a) Concurrent with any such sale, transfer or assignment, or within fifteen (15) business days thereafter, Developer (i) shall notify the City Manager, in writing, of such sale, transfer or assignment and (ii) shall provide the City with an executed agreement between Developer and the purchaser, transferee or assignee that identifies the amount of DIF Credits transferred, as provided in Exhibit 8 of this Agreement.

(b) Except for the limited assignment of DIF Credits under subsection 10 (a) above, any assignment by Developer of any of the obligations of Developer under this Agreement (a "DIF Improvement Assignment") with regards to the Improvements listed in Exhibit 3, shall identify the Improvements that are the subject of the Assignment Agreement and require the prior written approval of the City Manager, which approval shall not be unreasonably withheld so long as adequate security as determined by City in its sole discretion, is in place to secure the Completion of the subject Improvements. Any DIF Improvement Assignment not made in strict compliance with the foregoing conditions (other than a transfer under

Section 23 below) shall, unless such obligations are performed by Developer when required by this Agreement notwithstanding such assignment, constitute a default by Developer under Section 14 below. In such event, City shall have no further obligations with regard to acceptance of Certificates of DIF Credit issued to Developer, including any DIF Credit assigned or transferred by Developer.

(c) If Developer enters into a DIF Improvement Assignment with a successor in interest with respect to all or a part of the Property (a "Successor Developer") in accordance with subsection 10(b) above, and the Successor Developer obtains DIF Credit pursuant to this Agreement upon its completion of the Improvements identified in the DIF Improvement Assignment, then

(i) such Successor Developer shall have the right to sell, transfer or assign to Developer, and Developer shall have the right to acquire from such Successor Developer, all or a portion of such DIF Credit by complying only with Section 10(a) above, and

(ii) Developer shall have the right to sell, transfer or assign all or a portion of such DIF Credit to other Successor Developers who acquire other portions of the Property by complying only with Section 10(a) above, if the sale, transfer or assignment of such DIF Credit occurs concurrently with the conveyance of another portion of the Property to the other Successor Developer.

11. Additional Documents/Actions. The City Manager is authorized to approve and execute any documents and to take any actions necessary to effectuate the purposes of this Agreement.

12. Integration. This Agreement reflects the complete understanding of the parties with respect to the subject matter hereof. In all other respects, the parties hereto re-affirm and ratify all other provisions of the Development Agreement.

13. Prevailing Wages. Developer is aware of the requirements of California Labor Code Section 1720, et seq. (as amended by Stats 2001 ch. 938 § 2 (S.B. 975)), through 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq. and Labor Code Sections 1810, 1811, 1813, 1814; (collectively, the "Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. The Bid Documents and each Developer's Contract shall require all contractors for the construction of Improvements to register with the Department of Industrial Relations and to pay and report prevailing wages in accordance with the applicable provisions of the Labor Code. Developer shall obtain from the City and make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services available to interested parties upon request, and shall post copies at the Developer's principal place of business and at the project site. Developer shall defend, indemnify and hold the City, its officials, officers, employees, agents, contractors, attorneys and volunteers free and harmless from any fine,

penalty claim or liability of any kind arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

14. Default and Force Majeure.

(a) Default. Failure or delay by Developer or City to perform any of its obligations under this Agreement constitutes a default by such party under this Agreement. The party alleged to be in default shall have thirty (30) Days after the date of the written notice by the other party to commence to cure such default. The party alleged to be in default shall diligently pursue such cure to completion within a reasonable timeframe as established in the written notice provided by the party asserting the default. If the party alleged to be in default has not cured its default within the cure period set forth therein, the defaulting party shall be deemed in breach. Any failure or delay in giving such notice or in asserting any rights and remedies as to any default shall not constitute a waiver of any default, nor shall it change the time of default, nor shall it deprive the party not in default of its rights to institute and maintain any actions or proceeding which it may deem necessary to protect, assert or enforce any of its rights or remedies. If any default by Developer is not cured within the time period provided by the City, City shall be entitled to terminate this Agreement in its entirety and thereafter, the City shall be under no obligation to perform any of City's obligations hereunder, including, but not limited to, the issuance of DIF Credits and DIF Reimbursements that Developer may claim.

(b) Force Majeure. Notwithstanding the provisions contained in the foregoing paragraph, performance by either party hereunder shall not be deemed to be in default where delay or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation brought by a third party, unusually severe weather, reasonably unforeseeable property conditions, acts of the other party, acts or failure to act of the other party or any other public or governmental agency or entity, or any causes beyond the control or without the failure of the party claiming an extension of time to perform (a "Force Majeure Event"). An extension of time for any such cause (an "Excusable Delay") shall be for the time period of the delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of knowledge of the commencement of the cause or from the date of the notice if provided after such thirty-day period. Notwithstanding the foregoing, none of the foregoing events shall constitute an Excusable Delay unless and until the party claiming such delay and interference delivers to the other party written notice describing the event, its cause, when and how such party obtained knowledge, the date the event commenced, and the estimated delay resulting therefrom. Any party claiming an Excusable Delay shall make a good faith effort to deliver such written notice within thirty (30) Days after it obtains actual knowledge of the event. Times of performance under this Agreement may also be extended in writing by City and Developer. The Parties hereto expressly acknowledge and agree that changes in either general economic conditions or changes in the economic assumptions of any

of them (unless such conditions were caused by a Force Majeure Event) that may have provided a basis for entering into this Agreement and that occur at any time after the execution of this Agreement are not Force Majeure Events and do not provide any Party with grounds for asserting the existence of a delay in the performance of any covenant or undertaking that may arise under this Agreement. Each Party expressly assumes the risk that changes in general economic conditions or changes in such economic assumptions relating to the terms and covenants of this Agreement could impose an inconvenience or hardship on the continued performance of such Party under this Agreement, but that such inconvenience or hardship is not a force majeure event and does not excuse the performance by such Party of its obligations under this Agreement. Without limiting the nature of the foregoing, the parties agree that the inability of Developer to obtain a satisfactory commitment from a construction lender for the improvement of the Property or to satisfy any other condition of this Agreement relating to the development of the Property shall not be deemed to be a force majeure event or otherwise provide grounds for the assertion of the existence of a delay under this Section 16.

15. Licenses and Permits. The Developer shall secure (or shall cause to be secured) any and all permits that may be required by the City or any other governmental agency for the construction of the Improvements. The Developer shall be responsible for paying all applicable fees and charges to the City or other governmental agency to obtain any land use entitlements and permits that are necessary to construct the Improvements, although a portion of such costs may be recoverable as DIF credits.

16. Indemnification. The Developer shall protect, indemnify, defend and hold the City, and its respective officials, officers, employees, agents, contractors, attorneys and volunteers, and each of them, harmless from and against any and all claims, losses, expenses, suits, actions, fines, penalties, decrees, judgments, awards, attorney's fees (to Counsel chosen by City), expert and court costs (collectively "Damages") that the City, or its respective officers, officials, employees, agents, contractors and volunteers or any combination thereof, may suffer or that may be sought against or recovered or obtained from the City, or its respective officers, officials, employees, agents, contractors, attorneys or volunteers or any combination thereof, as a result of or by reason of or arising out of or in consequence of (a) the acquisition, construction, or installation of the Improvements; (b) the untruth or inaccuracy of any representation or warranty made by the Developer in this Agreement or in any certifications delivered by the Developer hereunder; or (c) any act or omission of the Developer or any of its subcontractors, or their respective officers, employees, agents, or contractors in connection with the Improvements. If the Developer fails to do so, the City shall have the right, but not the obligation, to defend the same and charge all of the direct, indirect and incidental costs of such defense, including any reasonable attorney fees, expert or court costs, to and recover the same from the Developer. Notwithstanding the foregoing, neither the City nor its respective officers, officials, employees, agents, contractors, attorneys or volunteers shall be indemnified, defended or held harmless against such Damages to the extent that such Damages have been caused by their sole active negligence or sole willful

misconduct. The parties acknowledge and agree that the Developer shall be released from the indemnity, defense and hold harmless obligations set forth herein upon the acceptance of the Completed Improvements by the City and completion of the Warranty Period for such Improvements.

17. Developer as a Private Developer. In performing under this Agreement, it is mutually understood that the Developer is acting as a private developer, and not as an agent of the City or as a joint venture with City. The City shall have no responsibility for payment to any contractor, subcontractor or supplier of the Developer. Accordingly, this Agreement does not constitute a debt or liability of the City. The City shall not be obligated to advance any of its own funds or any other costs incurred in connection with the Project. No member, official, employee, agent, contractor, attorney or volunteer of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to the Developer or its successors, or on any obligations under the terms of this Agreement.

18. Other Obligations. Nothing contained herein shall be construed as affecting the Developer's respective duty to perform its respective obligations under other agreements, land use regulations or subdivision requirements relating to the development of the Property, which obligations are and shall remain independent of the Developer's rights and obligations, and the City's rights and obligations, under this Agreement; provided, however, that the Developer shall use its reasonable and diligent efforts to perform each and every covenant to be performed by it under any lien or encumbrance, instrument, declaration, covenant, condition, restriction, license, order, or other agreement, the nonperformance of which could reasonably be expected to materially and adversely affect the design, acquisition, construction and installation of the Improvements. This Agreement is not, and shall not be construed as, a statutory development agreement as authorized by Government Code sections 65864 et seq., and this Agreement shall not be interpreted as limiting the authority of the City to adopt and amend regulations concerning permitted uses of property, the density or intensity of use, the maximum height and size of proposed buildings, provisions for the reservation or dedication of land or the payment of impact fees for public purposes.

19. Binding on Successors and Assigns. Except as set forth in Section 10 or Section 23 hereof, neither this Agreement nor the duties and obligations of the Developer hereunder may be assigned to any person or legal entity other than an affiliate of the Developer without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. Neither this Agreement nor the duties and obligations of the City hereunder may be assigned to any person or legal entity, without the written consent of the Developer, which consent shall not be unreasonably withheld or delayed. The agreements and covenants included herein shall be binding on and inure to the benefit of any partners, permitted and accepted assigns, and successors-in-interest of the parties hereto.

20. Amendments. This Agreement can only be amended by an instrument in writing executed and delivered by the City and the Developer.

21. Waivers. No waiver of, or consent with respect to, any provision of this Agreement by a party hereto shall in any event be effective unless the same shall be in writing and signed by such party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

22. No Third Party Beneficiaries. No person or entity, other than the City, shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than the City and the Developer (and their respective successors and assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement.

23. Mortgagee Protection. The parties hereto agree that this Agreement shall not prevent or limit Developer, at Developer'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. Developer shall have the right to encumber and assign its rights and interests hereunder to the lenders providing such financing as security for such financing without the consent of the City and without complying with Section 10 hereof. 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 Developer 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. A 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 or deed of trust 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 Developer in the performance of Developer'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 Developer under the terms of this Agreement, City shall provide a copy of that notice to the mortgagee within ten (10) Days following the sending of the notice of default to Developer. 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 Developer's obligations or other affirmative covenants of Developer hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by Developer 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 10 of this Agreement.

24. Notices. Any written notice, statement, demand, consent approval, authorization, offer, designation, request or other communication to be given hereunder shall be given to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other party in writing from time to time, namely:

Developer:

Arroyo Cap VII, LLC
100 West Broadway, Suite 680
Long Beach, CA 90802
Attn: Shannon Lang, Forward Planner
Email: slang@landsea.us
Phone: 949-345-8097

with a copy to:

LS-Ontario LLC
7525 Irvine Center Drive, Suite 200
Irvine, CA 92618
Attn: Shannon Lang, Forward Planner
Email: slang@landsea.us
Phone: 949-345-8097

with a copy to:

O'Neil LLP
19900 MacArthur Blvd., Suite 1050
Irvine, CA 92612
Attn: Sandra A. Galle
Phone: 949-798-0725
Email: sgalle@oneil-llp.com

City:

City of Ontario
Attn: City Manager
303 East "B" Street
Ontario, CA 91764
Phone: 909-395-2000

with a copy to:

Scott Huber, City Attorney
Cole Huber, LLP
2281 Lava Ridge Court, Ste. 300
Roseville, CA 95661

Each such notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication hereunder shall be deemed delivered to the party to whom it is addressed (a) if personally served or delivered, upon delivery; (b) if given by electronic communication, whether by telex, or telecopy, upon the sender's receipt of an appropriate answerback or other written acknowledgment; (c) if given by registered or certified mail, return receipt requested, deposited with the United States mail postage prepaid, 72 hours after such notice is deposited with the United States mail; (d) if given by overnight courier, with courier charges prepaid, 24 hours after delivery to said overnight courier; or (e) if given by any other means, upon delivery at the address specified in this Section.

25. Jurisdiction and Venue. City and the Developer (a) agree that any suit, action or other legal proceeding arising out of or relating to this Agreement shall be brought in state or local court in the County of San Bernardino or in the Courts of the United States of America in the district in which the City is located, (b) each consents to the jurisdiction of each such court in any suit, action or proceeding, and (c) each waives any objection that it may have to the venue or any suit, action or proceeding in any of such courts and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. Each of the City and the Developer agrees that a final and non-appealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

26. Attorneys' Fees. If any action is instituted to interpret or enforce any of the provisions of this Agreement, the prevailing party in such action shall be entitled to recover from the other party thereto reasonable attorney's fees and costs of such suit (including both prejudgment and post judgment fees and costs) as determined by the court as part of the judgment.

27. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

28. Usage of Words. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine and the non-gender specific.

29. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

30. Severability. If any section, sentence, clause or phrase of this Agreement 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 Agreement that can be given effect without the invalid provision of application, and to this end the provisions of this Ordinance are severable. The City Council hereby declares that they would have adopted this Agreement 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.

31. Incorporation by Reference. The following Exhibits attached hereto and the Recitals of this Agreement are hereby incorporated by reference as though fully set forth herein:

- Exhibit 1 – Legal Description of Property
- Exhibit 2 – Map of Property
- Exhibit 3 – Description of Improvements
- Exhibit 4 – Estimated Costs of Improvements
- Exhibit 5 – Certificate of DIF Credit
- Exhibit 6 - DIF Credit Request
- Exhibit 7 none referenced
- Exhibit 8 DIF Improvement Assignment

[Signatures On Next Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the respective dates set forth below.

"CITY"

CITY OF ONTARIO
a California municipal corporation

Dated: _____

By: _____
Scott Ochoa, City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:
COLE HUBER, LLP

By: _____
City Attorney

ARROYO CAP VII, LLC
a Delaware limited liability company

By: Arroyo Capital, LLC,
a Delaware limited liability company
Its sole member

Dated: _____

Name: _____

Its: _____

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 20____, before me, _____,
Date *Insert Name and Title of the Officer*

personally appeared _____
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 20____, before me, _____,
Date *Insert Name and Title of the Officer*

personally appeared _____
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

Exhibit 1

Legal Description of Property

Tract Map No. 18929

REAL PROPERTY IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

THE EASTERLY 1830 FEET OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT TOWNSHIP PLAT THEREOF.

EXCEPTING THEREFROM THE SOUTH 1312 FEET THEREOF.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT, A BODY CORPORATE AND POLITIC BY GRANT DEED RECORDED NOVEMBER 18, 1977 AS INSTRUMENT NO. 390, IN BOOK 9308, PAGE 683 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL OIL, GAS, MINERALS AND HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND FOR THE PURPOSE OF EXPLORING FOR, BORING, EXTRACTING, DRILLING, MINING, PROSPECTING FOR, REMOVING OR MARKETING SAID SUBSTANCES AS CONVEYED IN THE DEED FROM RINKER DEVELOPMENT CORP., TO HARKER DEVELOPMENT CORP., BY DOCUMENT RECORDED IN BOOK 6910, PAGE 174 OF OFFICIAL RECORDS.

Tract Map No. 18930

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

BEING A PORTION OF PARCEL A OF LOT LINE ADJUSTMENT NO. 18-005 RECORDED 9/12/2018 AS INSTRUMENT NO. 2018-0337164 OF OFFICIAL RECORDS
ALL LYING WITHIN SECTION 22, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

Exhibit 2 Map of Property



Exhibit 3

Description of Improvements

DIF Eligible Facilities: The DIF Eligible Facilities consist of the following Components and Segments; provided, however, that each such Segment described below shall constitute a Segment for purposes of this Agreement only if such Segment was constructed by or on behalf of the Developer.

Local Adjacent Water and Recycled Water Facilities					
Project	DIF Category	DIF Program Project No.	DIF Project Description	Segment Description	Project Scope/Length [LF]
Tract 18929	Local Adjacent Water and Recycled Water	WT-016	Recycled Water System	16 inch Recycled Water line in Eucalyptus Avenue from Archibald Avenue to connection at Cucamonga Channel	1,950 Linear Feet
Tract 18929	Local Adjacent Water and Recycled Water	WT-016	Recycled Water System	16 inch Recycled Water line in Eucalyptus Avenue from Cucamonga Channel to Hellman Avenue	1,600 Linear Feet
Tract 18929	Local Adjacent Water and Recycled Water	WT-016	Recycled Water System	16 inch Recycled Water line in Eucalyptus Avenue from Hellman Avenue to Carpenter Avenue	800 Linear Feet
Tract 18930	Local Adjacent Water and Recycled Water	WT-011	Francis Street 925' Zone Distribution Mains	12 inch Water line in Merrill Avenue from Archibald Avenue to connection at Cucamonga Channel	1,800 Linear Feet
Tract 18930	Local Adjacent Water and Recycled Water	WT-016	Recycled Water System	12 inch Recycled Water line in Merrill Avenue from Archibald Avenue to connection at Cucamonga Creek Channel	2,150 Linear Feet

Regional Water and Recycled Water Facilities					
Project	DIF Category	DIF Program Project No.	DIF Project Description	Segment Description	Project Scope/Length [LF]
Tract 18929	Regional Water and Recycled Water	WT-010	Francis Street 925' Zone Transmission Lines	24 inch Water line in Eucalyptus Avenue from Archibald Avenue to connection at Cucamonga Creek Channel	1,900 Linear Feet

Exhibit 3 continued

Local Adjacent Storm Drain Facilities					
<u>Project</u>	<u>DIF Category</u>	<u>DIF Program Project No.</u>	<u>DIF Project Description</u>	<u>Segment Description</u>	<u>Project Scope/Length [LF]</u>
Tract 18929	Local Adjacent Storm Drain	SD-045	Eucalyptus Avenue, Cucamonga Channel to west of Archibald Avenue	60 inch Storm Drain along Eucalyptus Avenue	860 Linear Feet

Local Adjacent Streets and Bridges Facilities					
<u>Project</u>	<u>DIF Category</u>	<u>DIF Program Project No.</u>	<u>DIF Project Description</u>	<u>Segment Description</u>	<u>Project Scope/Length [LF]</u>
Tract 18929	Local Adjacent Streets and Bridges	ST-011	Eucalyptus Avenue from Euclid Avenue to Milliken Avenue	Street improvements on Eucalyptus Avenue beyond the curb adjacent lane from Archibald to transition to bridge at Cucamonga Channel	1,700 Linear Feet
Tract 18930	Local Adjacent Streets and Bridges	ST-015	Merrill Avenue from Euclid to Archibald	Street improvements on Merrill Avenue beyond the curb adjacent lane from Archibald Avenue to transition to bridge at Cucamonga Channel	1,700 Linear Feet
Tract 18930	Local Adjacent Streets and Bridges	ST-024	Ontario Ranch Traffic Control System	Full Signalized intersection at Merrill Avenue and "A" Street	Four-way full Signalized Intersection

Regional Streets and Bridges Facilities					
<u>Project</u>	<u>DIF Category</u>	<u>DIF Program Project No.</u>	<u>DIF Project Description</u>	<u>Segment Description</u>	<u>Project Scope/Length [LF]</u>
Tract 18929	Regional Streets and Bridges	ST-124	Eucalyptus Avenue Bridge over Cucamonga Channel	Construct 2/3 of bridge improvements on Eucalyptus Avenue over the Cucamonga Channel	Full 2/3 bridge improvements
Tract 18930	Regional Streets and Bridges	ST-125	Merrill Avenue Bridge over Cucamonga Channel	Construction of remaining half of Bridge improvements on Merrill Avenue bridge over Cucamonga Channel	Full half bridge improvements

Exhibit 3 continued

Fiber Optic Communications Facilities					
<u>Project</u>	<u>DIF Category</u>	<u>DIF Program Project No.</u>	<u>DIF Project Description</u>	<u>Segment Description</u>	<u>Project Scope/Length [LF]</u>
Tract 18930	Local Adjacent Fiber Optic	FO-004	Distribution Network	Installation of Fiber conduit in Merrill Avenue from Archibald to connection at Cucamonga Channel	1,800 Linear Feet
Tract 18930	Local Adjacent Fiber Optic	FO-004	Distribution Network	Installation of Fiber conduit in Archibald Avenue from Merrill Avenue to Park View Drive	850 Linear Feet
Tract 18929	Local Adjacent Fiber Optic	FO-004	Distribution Network	Installation of Fiber conduit in Eucalyptus Avenue from Archibald to connection at Cucamonga Channel	1800 Linear feet
Tract 18929	Local Adjacent Fiber Optic	FO-004	Distribution Network	Installation of Fiber conduit in Archibald Avenue from Park View Drive to Merrill Avenue	800 Linear Feet

Exhibit 4

Estimated Costs of Improvements

Local Water and Recycled Water Facilities								
Project	DIF Category	DIF Program Project No.	DIF Project Description	Segment Description	Project Scope/Length (LF)	Total DIF Project Costs	Segment Cost Percentage	Maximum Eligible Costs
Tract 18929	Local Adjacent Water and Recycled Water	WT-016	Recycled Water System	16 inch Recycled Water line in Eucalyptus Avenue from Archibald Avenue to connection at Cucamonga Creek Channel	1,950	\$ 64,340,694	0.73611%	\$ 478,616
Tract 18929	Local Adjacent Water and Recycled Water	WT-016	Recycled Water System	16 inch Recycled Water line in Eucalyptus Avenue from Cucamonga Creek to Hellman Avenue	1,600	\$ 64,340,694	0.60898%	\$ 388,608
Tract 18929	Local Adjacent Water and Recycled Water	WT-016	Recycled Water System	16 inch Recycled Water line in Eucalyptus Avenue from Hellman Avenue to Carpenter Avenue	800	\$ 64,340,694	0.30199%	\$ 194,304
Tract 18930	Local Adjacent Water and Recycled Water	WT-011	Francis Street 925' Zone Distribution Mains	12 inch Water line in Merrill Avenue from Archibald Avenue to connection at Cucamonga Creek Channel	1,800	\$ 40,033,253	0.81904%	\$ 327,888
Tract 18930	Local Adjacent Water and Recycled Water	WT-016	Recycled Water System	12 inch Recycled Water line in Merrill Avenue from Archibald Avenue to connection at Cucamonga Creek Channel	2,150	\$ 64,340,694	0.60870%	\$ 391,544
Subtotal Local Adjacent Water and Recycled Water								\$ 1,776,060

Regional Water and Recycled Water Facilities								
Project	DIF Category	DIF Program Project No.	DIF Project Description	Segment Description	Project Scope/Length (LF)	Total DIF Project Costs	Segment Cost Percentage	Maximum Eligible Costs
Tract 18929	Regional Water and Recycled Water	WT-010	Francis Street 925' Zone Transmission Lines	24 inch Water line in Eucalyptus Avenue from Archibald Avenue to connection at Cucamonga Creek Channel	1,900	\$ 35,524,302	2.2433%	\$ 796,904
Subtotal Regional Water and Recycled Water Facilities								\$ 796,904

Exhibit 4 continued

Local Adjacent Storm Drain Facilities								
Project	DIF Category	DIF Program Project No.	DIF Project Description	Segment Description	Project Scope/Length (LF)	Total DIF Project Costs	Segment Cost Percentage	Maximum Eligible Costs
Tract 18929	Local Adjacent Storm Drain	SD-045	Eucalyptus Avenue, Cucamonga Channel to West of Archibald Avenue	60 inch Storm Drain along Eucalyptus Avenue	860	\$ 698,533	66.0000%	\$ 461,032
Subtotal Local Adjacent Storm Drain								\$ 461,032

Local Adjacent Streets and Bridges - Tract 18929								
Project	DIF Category	DIF Program Project No.	DIF Project Description	Segment Description	Project Scope/Length (LF)	Total DIF Project Costs	Segment Cost Percentage	Maximum Eligible Costs
Tract 18929	Local Adjacent Streets and Bridges	ST-011	Eucalyptus Avenue from Euclid Avenue to Milliken Avenue	Street Improvements on Eucalyptus Avenue beyond the curb adjacent lane from Archibald Avenue to transition to bridge at Cucamonga Channel	1,700	\$ 8,779,073	6.1000%	\$ 535,523
Subtotal Landsea Tract 18929 Local Adjacent Streets and Bridges								\$ 535,523

Local Adjacent Streets and Bridges - Tract 18930								
Project	DIF Category	DIF Program Project No.	DIF Project Description	Segment Description	Project Scope/Length (LF)	Total DIF Project Costs	Segment Cost Percentage	Maximum Eligible Costs
Tract 18930	Local Adjacent Streets and Bridges	ST-015	Merrill Avenue from Euclid to Archibald	Street Improvements on Merrill Avenue beyond the curb adjacent lane from Archibald Avenue to transition to bridge at Cucamonga Channel	1,700	\$ 4,175,855	9.8000%	\$ 409,234
Tract 18930	Local Adjacent Streets and Bridges	ST-024	Ontario Ranch Traffic Control System	Full Signalized intersection at Merrill Avenue and A Street	Full Intersection Improvements	\$ 315,191	100.0000%	\$ 315,191
Subtotal Landsea Tract 18930 Local Adjacent Streets and Bridges								\$ 724,425

Regional Streets and Bridges								
Project	DIF Category	DIF Program Project No.	DIF Project Description	Segment Description	Project Scope/Length (LF)	Total DIF Project Costs	Segment Cost Percentage	Maximum Eligible Costs
Tract 18930	Regional Streets and Bridges	ST-125	Merrill Avenue Bridge over Cucamonga Channel	Construction of remaining half of Bridge improvements on Merrill Avenue bridge over the Cucamonga Channel	N/A	\$ 13,261,248	50.0000%	\$ 6,630,624
Tract 18929	Regional Streets and Bridges	ST-124	Eucalyptus Avenue Bridge over Cucamonga Creek Channel	Construct 2/3 of Bridge improvements on Eucalyptus Avenue over the Cucamonga Channel	N/A	\$ 12,878,712	66.0000%	\$ 8,499,950
Total DIF Eligible Regional Streets and Bridges								\$ 15,130,574

Exhibit 4 continued

Fiber Optic Communications Facilities								
<u>Project</u>	<u>DIF Category</u>	<u>DIF Program Project No.</u>	<u>DIF Project Description</u>	<u>Segment Description</u>	<u>Project Scope/Length (LF)</u>	<u>Total DIF Project Costs</u>	<u>Segment Cost Percentage</u>	<u>Maximum Eligible Costs</u>
Tract 18930	Local Adjacent Fiber Optic	FO-004	Distribution Network	Installation of Fiber conduit in Merrill Avenue from Archibald to connection at Cucamonga Channel	1,800	\$ 9,819,358	0.5008%	\$ 49,176
Tract 18930	Local Adjacent Fiber Optic	FO-004	Distribution Network	Installation of Fiber conduit in Archibald Avenue from Merrill Avenue to Park View Drive	850	\$ 9,819,358	0.2365%	\$ 23,222
Tract 18929	Local Adjacent Fiber Optic	FO-004	Distribution Network	Installation of Fiber conduit in Eucalyptus Avenue from Archibald to connection at Cucamonga Channel	1,800	\$ 9,819,358	0.5008%	\$ 49,176
Tract 18929	Local Adjacent Fiber Optic	FO-004	Distribution Network	Installation of Fiber conduit in Archibald Avenue from Park View Drive to Merrill Avenue	800	\$ 9,819,358	0.2226%	\$ 21,856
Subtotal Local Adjacent Fiber Optic Communications								\$ 143,430

Total DIF Eligible Facilities - Arroyo Cap VII, LLC			
Tract Maps 18929 & 18930	DIF Eligible Improvements to be Constructed by or Funded		
Infrastructure Category	Total DIF Eligible Costs	DIF Obligations - Maximum DIF Credit	DIF Credit in Excess of Obligation
Local Adjacent Water and Recycled Water Facilities	\$ 1,776,060	\$ 1,165,968	\$ 610,092
Regional Water and Recycled Water Facilities	\$ 796,904	\$ 2,720,736	\$ -
Local Adjacent Storm Drain System Facilities	\$ 461,032	\$ 1,728,432	\$ -
Local Adjacent Streets and Bridges Facilities	\$ 1,259,948	\$ 1,256,256	\$ 3,692
Regional Streets and Bridges Facilities	\$ 15,130,574	\$ 837,648	\$ 14,292,926
Local Adjacent Fiber Optic Facilities	\$ 143,430	\$ 371,520	\$ -
Totals- DIF Eligible	\$ 19,567,948	\$ 8,080,560	\$ 14,906,710

Exhibit 5

FORM OF CERTIFICATE OF REGIONAL OR LOCAL ADJACENT DIF CREDIT

Pursuant to Section 6 of the Development Impact Fee Credit Agreement for Facility Construction by and between the City of Ontario and _____ dated _____, 20__, the terms and definitions of which are hereby incorporated herein by this reference and hereinafter called the "Fee Credit Agreement" , the City of Ontario hereby certifies that Developer is entitled to the following amount and nature of DIF Credits:

Amount of Credit: \$ _____
Infrastructure Category of DIF: _____
Local Adjacent or Regional Category of DIF: _____

Scott Ochoa, City Manager

Dated: _____

Exhibit 6

FORM OF DIF CREDIT REQUEST

DIF Project Name & Number: _____

The undersigned (the "Developer"), hereby requests DIF Credits in the DIF categories and amounts specified in Attachment 1 hereto, attached and incorporated. In connection with this Credit Request, the undersigned hereby represents and warrants to the City as follows:

1. He (she) is a duly authorized officer or representative of the Developer, qualified to execute this Credit Request on behalf of the Developer and is knowledgeable as to the matters set forth herein.

2. All costs of the Improvements for which credit is requested hereby are Eligible Costs (as defined in the Fee Credit Agreement) and have not been inflated in any respect. The Eligible Costs for which credit is requested have not been the subject of any prior credit request submitted to the City.

3. Supporting documentation (such as the applicable Developer Contract, third party invoices, lien releases and cancelled checks or other evidence of payment) is attached with respect to each cost for which credit is requested.

4. The Improvement for which credit is requested was constructed in accordance with the requirements of the Fee Credit Agreement.

5. Please issue a Certificate of DIF Credit to the Developer in the amount requested.

I declare under penalty of perjury that the above representations and warranties are true and correct.

DEVELOPER:

CITY:

[INSERT ENTITY]

Credit Request Approved

By: _____
Authorized Representative of Developer
Date: _____

Scott Ochoa, City Manager
Date: _____

ATTACHMENT 1 to Form of DIF Credit Request

SUMMARY OF IMPROVEMENTS AND REQUESTED DIF CREDITS

Improvement	Eligible Costs/Contract Amount	DIF Credit Requested
-------------	--------------------------------	----------------------

[List here all Improvements for
which credit is requested, and attach support documentation]

Exhibit 8

FORM OF ASSIGNMENT, SALE, OR TRANSFER OF DIF CREDIT

FROM _____ **to** _____

This Sale or Transfer of DIF Credit ("DIF Credit Transfer") is entered into as of _____, 20__, between _____, a _____
_____ ("Transferor")
and _____ ("Transferee").

A. NMC Builders, LLC is a limited liability company formed under the laws of the state of California, the business affairs of which are governed by that certain Amended and Restated Limited Liability Company Agreement of NMC Builders, LLC dated as of March 31, 2005, as amended ("NMC Agreement").

B. Transferor is a Member of the NMC Builders, LLC.

C. Pursuant to that certain Certificate of DIF Credit (the "Certificate") issued by the City of Ontario to NMC Builders, LLC, dated _____, an amount of DIF Credit was made available to the Transferor for use in the eastern portion of the New Model Colony. A copy of the Certificate is DIF Credit issued to NMC Builders, LLC by CITY is attached hereto and incorporated herein as Exhibit "C-2".

D. Transferee is owner of real property within the eastern portion of the New Model Colony of the City of Ontario and further described as Tract Map No. _____ . (or other description of the property).

D. Pursuant to the terms of this DIF Credit Assignment, Transferee desires to receive from the Transferor, a share of the DIF Credit issued to Transferor by NMC Builders LLC.

For good, valuable and sufficient consideration received, the receipt of which is hereby acknowledged, the Transferor and Transferee hereby agree as follows:

1. TRANSFER

The Transferor hereby assigns, transfers and conveys to Transferee the DIF Credit of:

DIF Credit Category

DIF Credit Amount

2. ACCEPTANCE

Transferee hereby accepts and assumes DIF Credit as listed above. Transferee and CITY shall track DIF Credit as it is redeemed, and the remaining balance to be used, by completing, dating and initialing Exhibit "D-3" attached hereto and incorporated herein. The original Exhibit "D-2" shall not be removed from this Transfer Agreement.

3. EFFECTIVE DATE.

This Transfer Agreement shall become effective as of the date first above written.

4. TRANSFEROR'S REPRESENTATIONS AND WARRANTIES.

The Transferor makes the following representations and warranties, which representations and warranties shall survive this DIF Credit Transfer:

The Transferor has the full power and authority to enter into this DIF Credit Transfer.

The execution, delivery and performance of this DIF Credit Transfer will not result in any violation or default under its organizational documents or any instruments to which the Transferor is a party.

From and after the date of this DIF Credit Transfer, the Transferor shall have no further rights, title or interest in or to the DIF Credit.

5. TRANSFEREE'S REPRESENTATION AND WARRANTIES.

Transferee makes the following representations and warranties, which representations and warranties shall survive this Transfer:

Transferee is the owner of Tract No. _____ (or other property description) in the eastern portion of the New Model Colony, City of Ontario.

Transferee has the full power and authority to enter into this DIF Credit Transfer.

This DIF Credit Transfer, when executed, shall constitute a valid and legal obligation binding as to Transferee.

6. NOTICES.

All notices, consents, waivers and other communications under this DIF Credit Transfer must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt

requested), in each case to the appropriate addresses set forth below (or to such other addresses as a party may designate by notice to the other parties); (c) when received by the addresses as confirmed by a confirmation receipt, if sent by facsimile to the appropriate facsimile number designated below (or to such other facsimile number as the parties may designate by notice to the other parties).

If to the Transferor: Entity Name: _____
Address: _____

Attention: _____
Phone: _____
Email: _____

If to Transferee: Entity Name: _____
Address: _____

Attention: _____
Phone: (____) _____
Email: _____

7. GENERAL PROVISIONS.

Severability. In the event that the application of any of the provisions of this DIF Credit Transfer are held to be unenforceable or invalid, the validity and enforceability of other applications of that provision and of the remaining provisions shall not be affected.

Counterparts. This DIF Credit Transfer may be executed in counterparts.

Entire Agreement. This DIF Credit Transfer contains the entire final understanding of and between the parties and supersedes any prior written or oral agreements between them respecting the subject matter of this DIF Credit Transfer. There are no representations, agreements, arrangements or understandings, oral or written, between the parties that are not fully set forth herein.

Construction. Every covenant, term and provision of this DIF Credit Transfer shall be construed simply according to its fair meaning and not strictly for or against any party.

No Modifications. No supplement, modifications or amendment to this DIF Credit Transfer shall be binding unless executed in writing by both parties.

Further Assurances. The Transferor and Transferee each agree to execute such other documents and perform such other acts as may be necessary or desirable to effectuate this DIF Credit Transfer.

Effect of NMC Agreement and Certificate. This DIF Credit Transfer Agreement is, and shall remain, subject to the terms and conditions of the DIF Credit Certificate and the NMC Agreement, as may be amended by the parties thereto from time to time.

No Third Party Beneficiaries. This DIF Credit Transfer Agreement is made and entered into for the sole protection and benefit of the parties hereto, the City of Ontario, and their respective successors and assigns. No other person or entity shall have any right of action based upon any provision of this DIF Credit Transfer Agreement.

IN WITNESS WHEREOF, the Transferor and Transferee have duly executed this DIF Credit Transfer as of the date first written above.

TRANSFEROR:

Entity Name (NMC Builders Member) a _____

By: _____

By: _____

TRANSFEEE:

Entity Name _____ a, _____

By: _____

By: _____

(All Signatures must be notarized)

EXHIBIT "C-2" to Transfer of DIF Credit

(Certificate of DIF Credit)

(Original DIF Credit Certificate issued by City must be attached).

EXHIBIT "D-3" to Transfer of DIF Credit

Available DIF Credit Reconciliation

DIF Credit Category _____

Assigned to: _____ (NMC Member)

Date Assigned to NMC Member: _____

Transferee: _____

Date Transferred: _____

Starting DIF Credit Balance	Amount Redeemed	Date	Remaining DIF Credit Balance	City's Initials	Transferee's Initials

CITY OF ONTARIO

Agenda Report
January 21, 2020

SECTION:
CONSENT CALENDAR

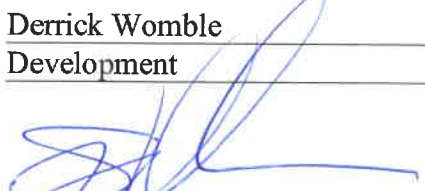
SUBJECT: A DEVELOPMENT IMPACT FEE CREDIT AGREEMENT (FILE NO. PDIF19-001) BETWEEN THE CITY OF ONTARIO AND STG COMMUNITIES II, LLC, FOR FACILITY CONSTRUCTION ASSOCIATED WITH TRACT MAP 18026 (FILE NO. PMTT11-003) LOCATED AT THE NORTHWEST CORNER OF HAVEN AVENUE AND CHINO AVENUE, AND TRACT MAP 18027 (FILE NO. PMTT11-002) LOCATED AT THE NORTHWEST CORNER OF HAVEN AVENUE AND SCHAEFER AVENUE, WITHIN THE WEST HAVEN SPECIFIC PLAN

RECOMMENDATION: That the City Council approve the Development Impact Fee Credit Agreement (File No. PDIF19-001) between the City of Ontario and STG Communities II, LLC, for facility construction associated with Tract Map 18026 (File No. PMTT11-003), located at the northwest corner of Haven Avenue and Chino Avenue, and Tract Map 18027 (File No. PMTT11-002), located at the northwest corner of Haven Avenue and Schaefer Avenue, within the West Haven Specific Plan, and authorize the City Manager to execute the agreement.

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: Approval of the proposed Development Impact Fee ("DIF") Credit Agreement (File No. PDIF19-001) will result in no fiscal impact to the City's General Fund. The project's Development Agreement (File No. PDA07-005) and related conditions require STG Communities II, LLC ("Developer") to construct DIF Program infrastructure with estimated costs of \$2,790,650. The proposed DIF Credit Agreement defines the amount of DIF credit that the Developer may be eligible to receive for construction of these DIF improvements. The DIF credit that the Developer will receive upon

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. 01/21/2020
Approved: _____
Continued to: _____
Denied: _____

5

completion of the improvements may be exchanged for a refund of DIF paid by the Developer (up to the Developer's maximum DIF obligation) in the respective DIF category.

BACKGROUND: On March 3, 2015, the City Council approved the original Development Agreement (File No. PDA07-005) to facilitate the development of 48.73 acres of land within Planning Areas 4 and 8 of the West Haven Specific Plan. On May 7, 2019, the City Council approved the First Amendment to the Development Agreement to update and modify certain infrastructure requirements to reflect the current development conditions in the Ontario Ranch area. Per the First Amendment and related conditions, the Developer is required to construct DIF Program infrastructure to serve Tract Map Nos. 18026 (File No. PMTT11-003) and 18027 (File No. PMTT11-002).

Pursuant to the City's adopted DIF Credit policies, construction of DIF Program Facilities requires the Developer and the City enter into a DIF Credit Agreement ("Agreement"). The terms of the proposed Agreement specify the defined portion of the infrastructure to be constructed by the Developer in the Local Adjacent or Regional DIF category and includes an estimate of the maximum DIF Credit (not reimbursement) that may be applied in the respective Local Adjacent or Regional DIF category. This infrastructure is within Ontario Ranch Water, Sewer, Storm Drain, Streets and Fiber Optic System categories. Since the maximum eligible costs in the Agreement for the required infrastructure exceeds the Developer's DIF obligation, the Developer is also eligible to receive DIF credit under the proposed Agreement; and, therefore, may be eligible to receive reimbursements from DIF collected from other developments.

The proposed Agreement complies with the City's DIF Policies and is in conformance with the approved First Amendment to the Development Agreement and related conditions. Under the provisions of the City's DIF Program, the City Manager is authorized to execute such agreements upon approval by the City Council.

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

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

Space above this line for Recorder's Use

Exempt from Fees Per Gov. Code § 6301

FILE NO. PDIF19-001

**DEVELOPMENT IMPACT FEE CREDIT AGREEMENT
FOR FACILITY CONSTRUCTION**

By and Between

**City of Ontario
a California municipal corporation**

and

**STG Communities II, LLC
a California limited liability company**

_____, 2020

San Bernardino County, California

**DEVELOPMENT IMPACT FEE CREDIT AGREEMENT FOR FACILITY
CONSTRUCTION BY AND BETWEEN THE CITY OF ONTARIO AND
STG COMMUNITIES II, LLC
FILE NO. PDIF 19-001**

This DEVELOPMENT IMPACT FEE CREDIT AGREEMENT ("Fee Credit Agreement"), entered into this _____ day of _____, 2020, between the CITY OF ONTARIO, a California municipal corporation, hereinafter referred to as the "City," and STG Communities II, LLC, a California limited liability company, hereinafter referred to as the "Developer."

RECITALS

A. Developer is the owner and developer of property located within the City, which property has received development approvals from the City, including the West Haven Specific Plan ("Specific Plan") and Tentative Tract Nos. 18026 and 18027 (the "Tract Map"). A legal description of the property is attached as Exhibit 1 (the "Property"). A map of the Property is attached as Exhibit 2.

B. As a condition of the development approvals for the Property, including the Specific Plan and Tract Map approvals, the Developer is required to construct those public improvements identified on Exhibit 3, consisting of certain master planned public infrastructure and Improvements, (hereinafter referred to as the "Improvements"). The estimated costs for the design and construction of the Improvements are set forth in Exhibit 4.

C. On July 1, 2003, City Ordinance No. Ordinance No. 2779 was adopted establishing certain development impact fees ("DIF Fees") to be paid as a condition to the issuance of certain entitlements within the City. Section 7 of Ordinance 2779 authorizes the City Manager, when he or she determines that the public interest among other reasons would be served by such an agreement, to execute agreements on behalf of the City with applicants in order to provide a credit to the applicant against certain DIF Fees in exchange for the applicant's construction and dedication of public improvements, upon reasonable terms and conditions as may be determined on a case by case basis.

D. City and the previous owner of the Property have previously entered into a statutory Development Agreement (File No. PDA07-005), pursuant to Section 65864, et seq., of the Government Code, (the "Development Agreement") and such Development Agreement has been assigned to Developer and Developer has assumed all rights, responsibilities and obligations of the Development Agreement, including the design and construction of the Improvements identified in Exhibit 3 and such improvements are included in the City's Development Impact Fee (DIF) Program as a project, or a portion of a project and eligible for credit against DIF Fees.

E. City and Developer have agreed that the costs to design and construct the Improvements shall be eligible for DIF Credit in accordance with the City's [Ontario Ranch] DIF Credit policies as contained in the City's DIF Program and Resolution No. 2019-135.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and the mutual promises contained herein, it is agreed as follows:

1. Definitions. For purposes of this Agreement, the terms below shall be defined as follows:

"Acceptable Title" means title to land or an interest therein required for the construction, operation and maintenance of an Improvement, in form acceptable to the City Manager, free and clear of all liens, taxes, assessments, leases, easements and encumbrances, whether or not recorded, but subject to any exceptions determined by the City Manager as not materially interfering with the actual or intended use of the land or interest therein required for the operation of an Improvement. Notwithstanding the foregoing, an irrevocable offer of dedication may constitute "Acceptable Title."

"Acceptance Date" means the earlier of (i) date the City Manager or his/her designee takes final action, in writing, to accept dedication or transfer of an Improvement or (ii) the date determined pursuant to Section 3 below.

"Bid Documents" means all designs, bid documents, construction plans and specifications, system layout drawings and other construction documents and permits approved by the City relating to an Improvement.

"Certificate of DIF Credit" means a City certificate for the issuance of DIF Credit to Developer in the form attached hereto as Exhibit 5.

"City DIF Program and Policies" or "DIF Program" means Ordinance Nos. 2779 and 2780 and Resolution No. 2019-135, as it may be amended from time to time and as DIF Fees and the capital improvement projects and public infrastructure identified therein may be revised by Resolution.

"City Manager" means the City Manager of the City or his or her designee.

"City Engineer" means the City's City Engineer or his or her designee.

"Completed", "Complete" and "Completion" with respect to an Improvement mean that such Improvement has been completed in accordance with its Bid Documents, including any final "punch list" items, as approved in writing by the City Engineer, which approval shall not be unreasonably withheld, and that such

Improvement is Usable. Notwithstanding the foregoing, if an Improvement which Developer is obligated to construct pursuant to the applicable conditions of approval for a portion of the Property is only a portion of a larger work of improvement, then a determination of "Completed" or "Completion" with respect to that Improvement shall be made only as to that Improvement and not with respect to the larger work of improvement of which it is a portion.

"Credit Request" means a document, substantially in the form of Exhibit 6, to be used by Developer in requesting DIF Credits with respect to one or more Improvements.

"Days" shall mean business days unless otherwise stated.

"Developer Contract" means a contract between the Developer and a qualified contractor awarded to the qualified contractor for the construction of the Improvements at the direction of Developer.

"Development Agreement" has the meaning set forth in Recital D above.

"DIF" or "DIF Fees" means the development impact fees imposed within the Ontario Ranch area pursuant to City Ordinance Nos. 2779 and 2780 and City Resolution No. 2019-135 and any subsequent City ordinances and resolutions lawfully adopted by the City Council to update or modify such development impact fees.

"DIF Credit" means credits earned against the payment of DIF pursuant to this Agreement.

"DIF Obligation" means the amount of Developer's total obligation for Development Impact Fees in either the Regional or Local Adjacent portion of a DIF category for the Property. Developer's DIF Obligation Amounts for each DIF Category shall be as provided in Exhibit 4.

"Effective Date" means the date set forth in the first paragraph of this Agreement.

"Eligible Cost" means the substantiated cost of an Improvement to be used in calculating DIF Credit amounts, which costs may include: (i) the costs for the construction (including grading) of such Improvement, (ii) costs directly related to the construction and/or acquisition of the Improvement, such as costs of payment, performance and/or maintenance bonds, the professional costs of material testing, and insurance costs (including costs of any title insurance required); (iii) the cost of acquiring any real property or interest therein in order to construct or operate the Improvement, (iv) the costs incurred in preparing Bid Documents and the related costs of geotechnical and environmental evaluations of the Improvement, (v) the fees paid to the City and any other governmental agencies for, and all other costs incurred in connection with obtaining permits, licenses or other governmental approvals for

such Improvement, (vi) costs of construction and project management, administration and supervision (but only up to five percent (5%) of the costs described in clause (i) above) incurred for the construction of such Improvement, (vii) professional costs associated with such Improvement, such as design, engineering, accounting, inspection, construction staking, and similar professional services including legal services related to the review of construction contracts. The maximum amount of Eligible Costs described in clauses (iv) through (vii) shall be limited to a total of fifteen percent (15%) of the costs described in clause (i).

“Improvement” or “Improvements” means the public improvements required to support the development of the Property as described in Exhibit 3 to the extent required by the applicable conditions of approval.

“Program Cost” or “DIF Program Cost” means the estimated cost of an Improvement identified in the “Nexus Study” referenced in City Resolution No. 2019-135 as it may be modified, supplemented or superseded from time to time. The Program Cost to be applied shall be the Program Cost in effect at the time the DIF Credit Request is submitted to the City.

“Usable” shall mean that, with respect to any particular Improvement, the Improvement is actually usable for its intended purposes, and includes, for water Improvements, connection to the applicable water supply, for sewer Improvements connection to an applicable disposal system, and for recycled water Improvements connection to a treated water supply and distribution system as those connections are set out in the project approvals. Notwithstanding the foregoing, if an Improvement which Developer is obligated to construct pursuant to the applicable conditions of approval for a portion of the Property is only a portion of a larger work of improvement, then a determination by the City Engineer of whether that Improvement is “Usable” shall be made only with respect to that Improvement and not with respect to the larger work of improvement of which it is a portion.

2. Construction and Funding of Improvements by Developer.

(a) Construction of Improvements by Developer. Developer shall commence each Improvements in accordance with the terms of the conditions of approval, Development Agreement and individual Tract or Parcel Maps, including any extension thereof. In the event of any conflict between these documents, the soonest date of commencement shall apply. Upon commencement of the Improvement(s), Developer shall proceed expeditiously with the construction of the Improvement(s) under the terms herein.

(b) For the purposes of this Agreement, commencement of the Improvements shall mean when Developer receives the first permit from City for any grading of the Property.

(c) City and Developer agree that Developer shall award, or cause to be awarded, all contracts for the construction and Completion of the Improvements

as necessary to assure the timely and satisfactory completion of such Improvements. The Developer shall perform all of its obligations hereunder and shall conduct all operations with respect to the construction of the Improvements in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken.

(d) The Developer shall not be relieved of its obligation to construct the Improvements and shall cause title to the Improvements to be conveyed to the City even if the DIF Credit Amount is less than the actual cost of the Improvements.

(e) If Developer is unable or unwilling to proceed with, and Complete, the construction of the Improvement(s) for any reason, and subject to the provisions in Section 14 below, Developer shall be considered to be in default of this Agreement.

3. Inspection and Acceptance of Completed Improvement by City. City shall make or shall cause to be made periodic site inspections of Developer's construction work. The Acceptance Date for each Improvement constructed by Developer shall be no later than twenty (20) Days following the last to occur of the following requirements:

(a) the City Engineer's determination the Improvement is Complete;

(b) the City Engineer's determination that Acceptable Title with respect to the Improvement is available for acceptance;

(c) Developer's provision of one (1) set of "as-built" or record drawings or plans for the Improvement, certified and reflecting the condition of the Improvement as constructed; and

(d) Developer's provision of such evidence or proof as the City Manager shall require that all persons, firms and corporations supplying work, labor, materials, supplies and equipment to the construction of the Improvement have been paid and that no claims or liens have been recorded by or on behalf of any such person, firm or corporation. Alternatively, rather than await the expiration of the time for the recording of claims of liens, Developer may elect to provide a title insurance policy or other security acceptable to the City Manager guaranteeing that no such claims of liens will be recorded or become a lien upon any of the real property required for the Improvement.

4. Conveyance of Acceptable Title to City. Acceptable Title to all property on, in or over which the Improvement is located, shall, prior to and as a condition precedent to the City's acceptance of any Improvement, be conveyed to City by way of dedication of such property on the Tract or Parcel Map or by a separate recorded instrument, to permit the City to properly own, operate and maintain such Improvement. Developer shall assist the City in obtaining such documents as are

required to obtain Acceptable Title. Completion of the transfer of Acceptable Title shall be evidenced by recordation of the acceptance thereof by the City Engineer.

5. Maintenance and Warranties to be provided to City. Developer shall maintain the Improvement in good and safe condition until the Acceptance Date of the Improvement. Prior to the Acceptance Date, Developer shall, at its sole cost and expense, be responsible for performing any required maintenance on the Improvement. On or before the Acceptance Date of the Improvement, Developer shall assign to the City all of Developer's rights in any warranties, guarantees, maintenance obligations or other evidence of contingent obligations of third persons with respect to such Improvement. All warranties, guarantees or other evidences of contingent obligations of third persons with respect to the Improvement shall be delivered to the City Engineer, in writing, as part of the transfer of title.

(a) After the Acceptance Date, City shall be solely responsible for maintenance of the Improvement.

(b) With respect to the Improvement, Developer shall warrant that the Improvement is free from defects in materials and construction defects (and shall correct or cause to be corrected any such defects at Developer's expense) for a period of one year from the Acceptance Date thereof (the "Warranty Period") and Developer shall provide a bond or other security reasonably acceptable in form and substance to the City for such period and such purpose to insure that such defects that appear within said period will be repaired, replaced or corrected by Developer, at its own cost and expense, to the reasonable satisfaction of the City Manager. During the Warranty Period, Developer shall continue to repair, replace or correct any such defects within thirty (30) Days after written notice thereof by the City Engineer to Developer, and shall complete such repairs, replacement or correction as soon as practicable.

(c) In the event that Developer does not repair, replace or correct defects after such written notice, in addition to the provisions of Section 14 below, City may repair, replace or correct the defects in the Improvement and charge the Developer for the cost of such repair, replacement or correction plus City staff time and overhead.

6. Issuance of DIF Credit to Developer. Developer shall receive DIF Credits based upon the verified Eligible Costs of the Improvement (or accepted portion of the Improvement). Issued DIF Credits shall specify the DIF Credit infrastructure category and whether the DIF Credit is for construction of a Regional or Local Adjacent DIF Program Improvement.

7. Limitations on the Issuance of DIF Credit to Developer upon Completion of an Improvement. The amount of DIF Credit to be issued by City shall be limited to the amount of the DIF Program Costs for the Improvement or segment cost for the percentage of the Program Costs proportional to the segment of improvement constructed or accepted. The DIF Program Costs identified in the City's

DIF Program shall be subject to change, from time to time, as part of the continuing update of the City's DIF Program. The DIF Program Costs for the Improvement (or accepted portion of the Improvement) shall be those in effect at the time the DIF Credit Request is submitted to the City.

(a) To the extent that NMC Builders LLC incurred the costs for the design of the Improvements, Developer agrees that the DIF Credit, up to ten (10%) of the DIF Program Costs, for those design costs portion of the Improvements shall be issued to NMC Builders LLC.

8. Issuance of a DIF Credit Certificate. When an Improvement is Complete, Developer shall submit a DIF Credit Request to City with all supporting documentation evidencing the total actual Eligible Costs of the Improvement at the time of submittal. The City Manager shall determine the completeness of the DIF Credit Request and notify Developer of whether the DIF Credit Request is considered complete or if additional information is needed from Developer. Once the DIF Credit Request is considered complete, the City Manager shall use his or her best efforts to determine the total actual Eligible Costs of the Improvements and provide Developer with a Certificate of DIF Credit within twenty (20) Days following receipt of the completed DIF Credit Request.

9. DIF Program Modifications. The estimated cost in the City's DIF Program for DIF Improvements (or defined portions of DIF Improvements) as listed in Exhibit 4 and Developer's total DIF Obligation amount may be modified from time to time based on modifications to the City's DIF Program.

10. Assignment of DIF Credits. Developer shall have the right to sell, transfer or assign DIF Credits provided for herein, to any person, partnership, limited liability company, joint venture, firm or corporation; provided, however, that any such sale, transfer or assignment shall only be made in strict compliance with the following:

(a) Concurrent with any such sale, transfer or assignment, or within fifteen (15) business days thereafter, Developer (i) shall notify the City Manager, in writing, of such sale, transfer or assignment and (ii) shall provide the City with an executed agreement between Developer and the purchaser, transferee or assignee that identifies the amount of DIF Credits transferred, as provided in Exhibit 8 of this Agreement.

(b) Except for the limited assignment of DIF Credits under subsection 10 (a) above, any assignment by Developer of any of the obligations of Developer under this Agreement (a "DIF Improvement Assignment") with regards to the Improvements listed in Exhibit 3, shall identify the Improvements that are the subject of the Assignment Agreement and require the prior written approval of the City Manager, which approval shall not be unreasonably withheld so long as adequate security as determined by City in its sole discretion, is in place to secure the Completion of the subject Improvements. Any DIF Improvement Assignment not made in strict compliance with the foregoing conditions (other than a transfer under

Section 23 below) shall, unless such obligations are performed by Developer when required by this Agreement notwithstanding such assignment, constitute a default by Developer under Section 14 below. In such event, City shall have no further obligations with regard to acceptance of Certificates of DIF Credit issued to Developer, including any DIF Credit assigned or transferred by Developer.

(c) If Developer enters into a DIF Improvement Assignment with a successor in interest with respect to all or a part of the Property (a "Successor Developer") in accordance with subsection 10(b) above, and the Successor Developer obtains DIF Credit pursuant to this Agreement upon its completion of the Improvements identified in the DIF Improvement Assignment, then

(i) such Successor Developer shall have the right to sell, transfer or assign to Developer, and Developer shall have the right to acquire from such Successor Developer, all or a portion of such DIF Credit by complying only with Section 10(a) above, and

(ii) Developer shall have the right to sell, transfer or assign all or a portion of such DIF Credit to other Successor Developers who acquire other portions of the Property by complying only with Section 10(a) above, if the sale, transfer or assignment of such DIF Credit occurs concurrently with the conveyance of another portion of the Property to the other Successor Developer.

11. Additional Documents/Actions. The City Manager is authorized to approve and execute any documents and to take any actions necessary to effectuate the purposes of this Agreement.

12. Integration. This Agreement reflects the complete understanding of the parties with respect to the subject matter hereof. In all other respects, the parties hereto re-affirm and ratify all other provisions of the Development Agreement.

13. Prevailing Wages. Developer is aware of the requirements of California Labor Code Section 1720, et seq. (as amended by Stats 2001 ch. 938 § 2 (S.B. 975)), through 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq. and Labor Code Sections 1810, 1811, 1813, 1814; (collectively, the "Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. The Bid Documents and each Developer's Contract shall require all contractors for the construction of Improvements to register with the Department of Industrial Relations and to pay and report prevailing wages in accordance with the applicable provisions of the Labor Code. Developer shall obtain from the City and make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services available to interested parties upon request, and shall post copies at the Developer's principal place of business and at the project site. Developer shall defend, indemnify and hold the City, its officials, officers, employees, agents, contractors, attorneys and volunteers free and harmless from any fine,

penalty claim or liability of any kind arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

14. Default and Force Majeure.

(a) Default. Failure or delay by Developer or City to perform any of its obligations under this Agreement constitutes a default by such party under this Agreement. The party alleged to be in default shall have thirty (30) Days after the date of the written notice by the other party to commence to cure such default. The party alleged to be in default shall diligently pursue such cure to completion within a reasonable timeframe as established in the written notice provided by the party asserting the default. If the party alleged to be in default has not cured its default within the cure period set forth therein, the defaulting party shall be deemed in breach. Any failure or delay in giving such notice or in asserting any rights and remedies as to any default shall not constitute a waiver of any default, nor shall it change the time of default, nor shall it deprive the party not in default of its rights to institute and maintain any actions or proceeding which it may deem necessary to protect, assert or enforce any of its rights or remedies. If any default by Developer is not cured within the time period provided by the City, City shall be entitled to terminate this Agreement in its entirety and thereafter, the City shall be under no obligation to perform any of City's obligations hereunder, including, but not limited to, the issuance of DIF Credits and DIF Reimbursements that Developer may claim.

(b) Force Majeure. Notwithstanding the provisions contained in the foregoing paragraph, performance by either party hereunder shall not be deemed to be in default where delay or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation brought by a third party, unusually severe weather, reasonably unforeseeable property conditions, acts of the other party, acts or failure to act of the other party or any other public or governmental agency or entity, or any causes beyond the control or without the failure of the party claiming an extension of time to perform (a "Force Majeure Event"). An extension of time for any such cause (an "Excusable Delay") shall be for the time period of the delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of knowledge of the commencement of the cause or from the date of the notice if provided after such thirty-day period. Notwithstanding the foregoing, none of the foregoing events shall constitute an Excusable Delay unless and until the party claiming such delay and interference delivers to the other party written notice describing the event, its cause, when and how such party obtained knowledge, the date the event commenced, and the estimated delay resulting therefrom. Any party claiming an Excusable Delay shall make a good faith effort to deliver such written notice within thirty (30) Days after it obtains actual knowledge of the event. Times of performance under this Agreement may also be extended in writing by City and Developer. The Parties hereto expressly acknowledge and agree that changes in either general economic conditions or changes in the economic assumptions of any

of them (unless such conditions were caused by a Force Majeure Event) that may have provided a basis for entering into this Agreement and that occur at any time after the execution of this Agreement are not Force Majeure Events and do not provide any Party with grounds for asserting the existence of a delay in the performance of any covenant or undertaking that may arise under this Agreement. Each Party expressly assumes the risk that changes in general economic conditions or changes in such economic assumptions relating to the terms and covenants of this Agreement could impose an inconvenience or hardship on the continued performance of such Party under this Agreement, but that such inconvenience or hardship is not a force majeure event and does not excuse the performance by such Party of its obligations under this Agreement. Without limiting the nature of the foregoing, the parties agree that the inability of Developer to obtain a satisfactory commitment from a construction lender for the improvement of the Property or to satisfy any other condition of this Agreement relating to the development of the Property shall not be deemed to be a force majeure event or otherwise provide grounds for the assertion of the existence of a delay under this Section 16.

15. Licenses and Permits. The Developer shall secure (or shall cause to be secured) any and all permits that may be required by the City or any other governmental agency for the construction of the Improvements. The Developer shall be responsible for paying all applicable fees and charges to the City or other governmental agency to obtain any land use entitlements and permits that are necessary to construct the Improvements, although a portion of such costs may be recoverable as DIF credits.

16. Indemnification. The Developer shall protect, indemnify, defend and hold the City, and its respective officials, officers, employees, agents, contractors, attorneys and volunteers, and each of them, harmless from and against any and all claims, losses, expenses, suits, actions, fines, penalties, decrees, judgments, awards, attorney's fees (to Counsel chosen by City), expert and court costs (collectively "Damages") that the City, or its respective officers, officials, employees, agents, contractors and volunteers or any combination thereof, may suffer or that may be sought against or recovered or obtained from the City, or its respective officers, officials, employees, agents, contractors, attorneys or volunteers or any combination thereof, as a result of or by reason of or arising out of or in consequence of (a) the acquisition, construction, or installation of the Improvements; (b) the untruth or inaccuracy of any representation or warranty made by the Developer in this Agreement or in any certifications delivered by the Developer hereunder; or (c) any act or omission of the Developer or any of its subcontractors, or their respective officers, employees, agents, or contractors in connection with the Improvements. If the Developer fails to do so, the City shall have the right, but not the obligation, to defend the same and charge all of the direct, indirect and incidental costs of such defense, including any reasonable attorney fees, expert or court costs, to and recover the same from the Developer. Notwithstanding the foregoing, neither the City nor its respective officers, officials, employees, agents, contractors, attorneys or volunteers shall be indemnified, defended or held harmless against such Damages to the extent that such Damages have been caused by their sole active negligence or sole willful

misconduct. The parties acknowledge and agree that the Developer shall be released from the indemnity, defense and hold harmless obligations set forth herein upon the acceptance of the Completed Improvements by the City and completion of the Warranty Period for such Improvements.

17. Developer as a Private Developer. In performing under this Agreement, it is mutually understood that the Developer is acting as a private developer, and not as an agent of the City or as a joint venture with City. The City shall have no responsibility for payment to any contractor, subcontractor or supplier of the Developer. Accordingly, this Agreement does not constitute a debt or liability of the City. The City shall not be obligated to advance any of its own funds or any other costs incurred in connection with the Project. No member, official, employee, agent, contractor, attorney or volunteer of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to the Developer or its successors, or on any obligations under the terms of this Agreement.

18. Other Obligations. Nothing contained herein shall be construed as affecting the Developer's respective duty to perform its respective obligations under other agreements, land use regulations or subdivision requirements relating to the development of the Property, which obligations are and shall remain independent of the Developer's rights and obligations, and the City's rights and obligations, under this Agreement; provided, however, that the Developer shall use its reasonable and diligent efforts to perform each and every covenant to be performed by it under any lien or encumbrance, instrument, declaration, covenant, condition, restriction, license, order, or other agreement, the nonperformance of which could reasonably be expected to materially and adversely affect the design, acquisition, construction and installation of the Improvements. This Agreement is not, and shall not be construed as, a statutory development agreement as authorized by Government Code sections 65864 et seq., and this Agreement shall not be interpreted as limiting the authority of the City to adopt and amend regulations concerning permitted uses of property, the density or intensity of use, the maximum height and size of proposed buildings, provisions for the reservation or dedication of land or the payment of impact fees for public purposes.

19. Binding on Successors and Assigns. Except as set forth in Section 10 or Section 23 hereof, neither this Agreement nor the duties and obligations of the Developer hereunder may be assigned to any person or legal entity other than an affiliate of the Developer without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. Neither this Agreement nor the duties and obligations of the City hereunder may be assigned to any person or legal entity, without the written consent of the Developer, which consent shall not be unreasonably withheld or delayed. The agreements and covenants included herein shall be binding on and inure to the benefit of any partners, permitted and accepted assigns, and successors-in-interest of the parties hereto.

20. Amendments. This Agreement can only be amended by an instrument in writing executed and delivered by the City and the Developer.

21. Waivers. No waiver of, or consent with respect to, any provision of this Agreement by a party hereto shall in any event be effective unless the same shall be in writing and signed by such party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

22. No Third Party Beneficiaries. No person or entity, other than the City, shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than the City and the Developer (and their respective successors and assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement.

23. Mortgagee Protection. The parties hereto agree that this Agreement shall not prevent or limit Developer, at Developer'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. Developer shall have the right to encumber and assign its rights and interests hereunder to the lenders providing such financing as security for such financing without the consent of the City and without complying with Section 10 hereof. 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 Developer 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. A 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 or deed of trust 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 Developer in the performance of Developer'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 Developer under the terms of this Agreement, City shall provide a copy of that notice to the mortgagee within ten (10) Days following the sending of the notice of default to Developer. 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 Developer's obligations or other affirmative covenants of Developer hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by Developer 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 10 of this Agreement.

24. Notices. Any written notice, statement, demand, consent approval, authorization, offer, designation, request or other communication to be given hereunder shall be given to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other party in writing from time to time, namely:

Developer:

STG Communities II, LLC
2201 Dupont Drive, Suite 300
Irvine, CA 92612
Attn: Brandon Roth
Email: broth@strathamhomes.com
Phone: 949-833-1554

City:

City of Ontario
Attn: City Manager
303 East "B" Street
Ontario, CA 91764
Facsimile: (909) 395-2189

with a copy to:

Scott Huber, City Attorney
Cole Huber, LLP
2281 Lava Ridge Court, Ste. 300
Roseville, CA 95661

Each such notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication hereunder shall be deemed delivered to the party to whom it is addressed (a) if personally served or delivered, upon delivery; (b) if given by electronic communication, whether by telex, or telecopy, upon the sender's receipt of an appropriate answerback or other written acknowledgment; (c) if given by registered or certified mail, return receipt requested, deposited with the United States mail postage prepaid, 72 hours after such notice is

deposited with the United States mail; (d) if given by overnight courier, with courier charges prepaid, 24 hours after delivery to said overnight courier; or (e) if given by any other means, upon delivery at the address specified in this Section.

25. Jurisdiction and Venue. City and the Developer (a) agree that any suit, action or other legal proceeding arising out of or relating to this Agreement shall be brought in state or local court in the County of San Bernardino or in the Courts of the United States of America in the district in which the City is located, (b) each consents to the jurisdiction of each such court in any suit, action or proceeding, and (c) each waives any objection that it may have to the venue or any suit, action or proceeding in any of such courts and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. Each of the City and the Developer agrees that a final and non-appealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

26. Attorneys' Fees. If any action is instituted to interpret or enforce any of the provisions of this Agreement, the prevailing party in such action shall be entitled to recover from the other party thereto reasonable attorney's fees and costs of such suit (including both prejudgment and post judgment fees and costs) as determined by the court as part of the judgment.

27. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

28. Usage of Words. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine and the non-gender specific.

29. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

30. Severability. If any section, sentence, clause or phrase of this Agreement 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 Agreement that can be given effect without the invalid provision of application, and to this end the provisions of this Ordinance are severable. The City Council hereby declares that they would have adopted this Agreement 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.

31. Incorporation by Reference. The following Exhibits attached hereto and the Recitals of this Agreement are hereby incorporated by reference as though fully set forth herein:

- Exhibit 1 – Legal Description of Property
- Exhibit 2 – Map of Property
- Exhibit 3 – Description of Improvements
- Exhibit 4 – Estimated Costs of Improvements
- Exhibit 5 – Certificate of DIF Credit
- Exhibit 6 – DIF Credit Request
- Exhibit 7 – none referenced
- Exhibit 8 – DIF Improvement Assignment

[Signatures On Next Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the respective dates set forth below.

"CITY"

CITY OF ONTARIO
a California municipal corporation

Dated: _____

By: _____
Scott Ochoa, City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:
COLE HUBER, LLP

By: _____
City Attorney

“DEVELOPER”

STG COMMUNITIES II, LLC

a California limited liability company

By:

Dated: _____

Name: _____

Its: _____

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 20____, before me, _____,
Date *Insert Name and Title of the Officer*

personally appeared _____
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 20____, before me, _____,
Date *Insert Name and Title of the Officer*

personally appeared _____
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

Exhibit 1

Legal Description of Property

Tentative Tract Map 18026

IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SAN BERNARDINO BASE AND MERIDIAN.

APN: 0218-151-11

Tentative Tract Map 18027

IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA BEING A SUBDIVISION OF PARCEL 2 OF PARCEL MAP NO. 4117 FILED IN BOOK 38, PAGES 37 AND 38 OF PARCEL MAPS, SAN BERNARDINO COUNTY RECORDS.

APN: 0218-151-38

Exhibit 2

Map of Property

SECTION 3 • LAND USE PLAN



Exhibit 3-1
WEST HAVEN LAND USE PLAN

WEST HAVEN SPECIFIC PLAN

Exhibit 3

Description of Improvements

DIF Eligible Facilities: The DIF Eligible Facilities consist of the following Components and Segments; provided, however, that each such Segment described below shall constitute a Segment for purposes of this Agreement only if such Segment was constructed by or on behalf of the Developer.

Local Adjacent Water and Recycled Water System Facilities.					
Project	DIF Category	DIF Program Project No.	DIF Project Description	DIF Segment Description	Project Scope/length
Tract 18027	Local Adjacent Water and Recycled Water	WT-011	Francis Zone Water Transmission Mains	12 inch Water line in Haven Avenue along frontage of Tract 18027 from Schaefer Avenue to northern tract boundary	1,038 Linear Feet
Tract 18026	Local Adjacent Water and Recycled Water	WT-016	Recycled Water System	12 inch Recycled water line in Chino Avenue from Haven Avenue to PRS	250 Linear Feet
Tract 18026	Local Adjacent Water and Recycled Water	WT-016	Recycled Water System	8 inch Recycled Water Line in Chino Avenue from west of Haven Avenue to west of PRS	150 Linear Feet
Tract 18026	Local Adjacent Water and Recycled Water	WT-016	Recycled Water System	8 inch Recycled Water line in Chino Avenue from west of PRC to east of SCE	1,205 Linear Feet
Tract 18027	Local Adjacent Water and Recycled Water	WT-016	Recycled Water System	16 inch Recycled Water line in Haven Avenue (frontage only) to be constructed if not constructed by others	1,070 Linear Feet
Tract 18026	Local Adjacent Water and Recycled Water	WT-016	Recycled Water System	12 inch Recycled Water line in Haven Avenue (frontage only) to be constructed if not constructed by others	675 Linear Feet

Local Adjacent Sewer System Facilities					
Project	DIF Category	DIF Program Project No.	DIF Project Description	DIF Segment Description	Project Scope/length
Tract 18027	Local Adjacent Sewer Facilities	SW-005	Haven Avenue Trunk Sewer	21 inch Sewer line along Haven Avenue from Schaefer Avenue to Sumac Street	221 Linear Feet

Exhibit 3 continued

Local Adjacent Storm Drain System Facilities					
Project	DIF Category	DIF Program Project No.	DIF Project Description	DIF Segment Description	Project Scope/length
Tract 18027	Local Adjacent Storm Drain Facilities	SD-027	Haven Avenue Storm Drain from Riverside Drive to Countyline Channel	72 inch Storm Drain in Haven Avenue along tract frontage N/O Schaefer Avenue	58 Linear Feet
Tract 18026	Local Adjacent Storm Drain Facilities	SD-025	Turner Avenue Storm Drain from Riverside Drive to Countyline Channel	Contribution to Cooperative Agreement for construction of Turner Storm Drain	N/A
Tract 18027	Local Adjacent Storm Drain Facilities	SD-025	Turner Avenue Storm Drain from Riverside Drive to Countyline Channel	Contribution to Cooperative Agreement for construction of Turner Storm Drain	N/A

Local Adjacent Streets, Signals, and Bridge Facilities					
Project	DIF Category	DIF Program Project No.	DIF Project Description	DIF Segment Description	Project Scope/length
Tract 18026	Local Adjacent Streets, Signals, and Bridges	ST-014	Haven Avenue from Riverside Drive to Bellegrave Avenue	Haven Avenue improvements - half width improvements and median and one northbound lane adjacent to Tract 18026	680 Linear Feet
Tract 18026	Local Adjacent Streets, Signals, and Bridges	ST-005	Chino Avenue from Euclid Avenue Milliken (Hamner) Avenue	Chino Avenue improvements – half width improvements from Haven Avenue adjacent to Tract 18026 and including SCE Easement frontage	1,580 Linear Feet
Tract 18027	Local Adjacent Streets, Signals, and Bridges	ST-014	Haven Avenue from Riverside Drive to Bellegrave Avenue	Haven Avenue improvements – half width including median and one northbound lane from Schaefer Avenue to entrance to Tract 18027 at northern boundary of Tract 18027	960 Linear Feet

Exhibit 3 continued

Local Adjacent Fiber Optic Communication Facilities					
Project	DIF Category	DIF Program Project No.	DIF Project Description	DIF Segment Description	Project Scope/length
Tract 18026	Local Adjacent Fiber Optic Communication Facilities	FO-004	Distribution Network – Major Streets Conduit System	Installation of Fiber Conduit in Haven Avenue adjacent to Tract 18026	680 Linear Feet
Tract 18026	Local Adjacent Fiber Optic Communication Facilities	FO-004	Distribution Network – Major Streets Conduit System	Installation of Fiber Conduit in Chino Avenue from Haven Avenue to western boundary of SCE Easement adjacent to Tract 18026	1,580 Linear Feet
Tract 18027	Local Adjacent Fiber Optic Communication Facilities	FO-004	Distribution Network – Major Streets Conduit System	Installation of Fiber Conduit in Haven Avenue adjacent to Tract 18027	960 Linear Feet

Exhibit 4

Estimated Costs of Improvements

Water and Recycled Water Facilities								
<u>Project</u>	<u>DIF Category</u>	<u>DIF Program Project No.</u>	<u>DIF Project Description</u>	<u>Segment Description</u>	<u>Project Scope/Length [LF]</u>	<u>Total DIF Project Costs</u>	<u>Segment Cost Percentage</u>	<u>Maximum Eligible Costs</u>
Tract 18027	Local Adjacent Water and Recycled Water	WT-011	Francis Zone Water Transmission Mains	12 inch Water line in Haven Avenue along frontage of Tract 18027 from Schaefer Avenue to northern tract boundary	1,038	\$ 40,033,253	0.47231%	\$ 189,082
Tract 18026	Local Adjacent Water and Recycled Water	WT-016	Recycled Water System	12 inch Recycled Water line in Chino Avenue from Haven Avenue to PRS	250	\$ 64,340,694	0.07078%	\$ 45,540
Tract 18026	Local Adjacent Water and Recycled Water	WT-016	Recycled Water System	8 inch Recycled Water line in Chino Avenue from west of Haven Avenue to west of PRS	150	\$ 64,340,694	0.02831%	\$ 18,216
Tract 18026	Local Adjacent Water and Recycled Water	WT-016	Recycled Water System	8 inch Recycled Water line in Chino Avenue from west of PRC to east of SCE	1,205	\$ 64,340,694	0.22744%	\$ 146,335
Tract 18027	Local Adjacent Water and Recycled Water	WT-016	Recycled Water System	16 inch Recycled Water line in Haven Avenue (Frontage Only) to be constructed if not constructed by others	1,070	\$ 64,340,694	0.40391%	\$ 259,882
Tract 18026	Local Adjacent Water and Recycled Water	WT-016	Recycled Water System	12 inch Recycled Water line in Haven Avenue (Frontage Only) to be constructed if not constructed by others	675	\$ 64,340,694	0.19110%	\$ 122,958
Subtotal Local Adjacent Water and Recycled Water								\$ 782,013

Sewer System Facilities								
<u>Project</u>	<u>DIF Category</u>	<u>DIF Program Project No.</u>	<u>DIF Project Description</u>	<u>Segment Description</u>	<u>Project Scope/Length [LF]</u>	<u>Total DIF Project Costs</u>	<u>Segment Cost Percentage</u>	<u>Maximum Eligible Costs</u>
Tract 18027	Local Adjacent Sewer Facilities	SW-005	Haven Avenue Trunk Sewer	21 inch Sewer line along Haven Avenue from Schaefer Avenue to Sumac Street	221	\$ 3,908,348	1.82724%	\$ 71,415
Subtotal Local Adjacent Sewer								\$ 71,415

Exhibit 4 continued

Storm Drain System Facilities								
<u>Project</u>	<u>DIF Category</u>	<u>DIF Program Project No.</u>	<u>DIF Project Description</u>	<u>Segment Description</u>	<u>Project Scope/Length [LF]</u>	<u>Total DIF Project Costs</u>	<u>Segment Cost Percentage</u>	<u>Maximum Eligible Costs</u>
Tract 18027	Local Adjacent Storm Drain Facilities	SD-027	Haven Avenue Storm Drain from Riverside Drive to Countyline Channel	72 inch Storm Drain in Haven Avenue along tract frontage N/O Schaefer Avenue	58	\$ 8,266,144	0.4362%	\$ 36,055
Tract 18026	Local Adjacent Storm Drain Facilities	SD-025	Turner Avenue Storm Drain from Riverside Drive to Countyline Channel	Contribution to Cooperative Agreement for construction of Turner Storm Drain	N/A	\$ 668,742	100.00000%	\$ 668,742
Tract 18027	Local Adjacent Storm Drain Facilities	SD-025	Turner Avenue Storm Drain from Riverside Drive to Countyline Channel	Contribution to Cooperative Agreement for construction of Turner Storm Drain	N/A	\$ 439,821	100.00000%	\$ 439,821
Subtotal Local Adjacent Storm Drain								\$ 1,144,618

Streets and Bridges Facilities								
<u>Project</u>	<u>DIF Category</u>	<u>DIF Program Project No.</u>	<u>DIF Project Description</u>	<u>Segment Description</u>	<u>Project Scope/Length [LF]</u>	<u>Total DIF Project Costs</u>	<u>Segment Percentage</u>	<u>Maximum Eligible Costs</u>
Tract 18026	Local Adjacent Streets, Signals and Bridges	ST-014	Haven Avenue from Riverside Drive to Bellegrave Avenue	Haven Avenue Improvements - Half width Improvements and median and one northbound lane adjacent to Tract 18026	680	\$ 6,013,772	3.090905%	\$ 185,880
Tract 18026	Local Adjacent Streets, Signals and Bridges	ST-005	Chino Avenue from Euclid Avenue to Milliken (Hamner) Avenue	Chino Avenue Improvements - Half width Improvements from Haven Avenue adjacent to Tract 18026 and including SCE Easement frontage	1,580	\$ 7,814,630	3.422389%	\$ 267,447
Tract 18027	Local Adjacent Streets, Signals and Bridges	ST-014	Haven Avenue from Riverside Drive to Bellegrave Avenue	Haven Avenue Improvements - Half width including median and one northbound lane from Schaefer Avenue to entrance to Tract 18027 at northern boundary of Tract 18027	960	\$ 6,013,772	3.63629%	\$ 218,678
Subtotal Local Adjacent Streets and Bridges								\$ 672,005

Exhibit 4 continued

Fiber Optic Communications Facilities								
Project	DIF Category	DIF Program Project No.	DIF Project Description	Segment Description	Project Scope/Length [LF]	Total DIF Project Costs	Segment Percentage	Maximum Eligible Costs
Tract 18026	Local Adjacent Fiber Optic Communications Facilities	FO-004	Distribution Network - Major Streets Conduit System	Installation of Fiber Conduit in Haven Avenue adjacent to Tract 18026	680	\$ 9,819,358	0.2566%	\$ 25,200
Tract 18026	Local Adjacent Fiber Optic Communications Facilities	FO-004	Distribution Network - Major Streets Conduit System	Installation of Fiber Conduit in Chino Avenue from Haven Avenue to western boundary of SCE Easement adjacent to Tract 18026	1,580	\$ 9,819,358	0.5683%	\$ 55,800
Tract 18027	Local Adjacent Fiber Optic Communications Facilities	FO-004	Distribution Network - Major Streets Conduit System	Installation of Fiber Conduit in Haven Avenue adjacent to Tract 18027	960	\$ 9,819,358	0.4033%	\$ 39,600
Subtotal Local Adjacent Fiber Optic Communications								\$ 120,600

Total DIF Eligible Facilities - STG Communitis II, LLC			
Tract Map Nos. 18026 & 18027	DIF Eligible Improvements to be Constructed or Funded		
Infrastructure Category	Total DIF Eligible Costs	DIF Obligations	DIF Credit in Excess of Obligation
Local Adjacent Water and Recycled Water Facilities	\$ 782,013	\$ 529,004	\$ 253,009
Local Adjacent Sewer System Facilities	\$ 71,415	\$ 106,036	-
Local Adjacent Storm Drain System Facilities	\$ 1,144,618	\$ 784,196	\$ 360,422
Local Adjacent Streets and Bridges Facilities	\$ 672,005	\$ 569,968	\$ 102,037
Local Adjacent Fiber Optic Facilities	\$ 120,600	\$ 168,560	-
Totals- DIF Eligible	\$ 2,790,650	\$ 2,157,764	\$ 715,468

Exhibit 5

FORM OF CERTIFICATE OF REGIONAL OR LOCAL ADJACENT DIF CREDIT

Pursuant to Section 6 of the Development Impact Fee Credit Agreement for Facility Construction by and between the City of Ontario and _____ dated _____, 20__, the terms and definitions of which are hereby incorporated herein by this reference and hereinafter called the "Fee Credit Agreement", the City of Ontario hereby certifies that Developer is entitled to the following amount and nature of DIF Credits:

Amount of Credit: \$ _____
Infrastructure Category of DIF: _____
Local Adjacent or Regional Category of DIF: _____

Scott Ochoa, City Manager

Dated: _____

Exhibit 6

FORM OF DIF CREDIT REQUEST

DIF Project Name & Number: _____

The undersigned (the "Developer"), hereby requests DIF Credits in the DIF categories and amounts specified in Attachment 1 hereto, attached and incorporated. In connection with this Credit Request, the undersigned hereby represents and warrants to the City as follows:

1. He (she) is a duly authorized officer or representative of the Developer, qualified to execute this Credit Request on behalf of the Developer and is knowledgeable as to the matters set forth herein.

2. All costs of the Improvements for which credit is requested hereby are Eligible Costs (as defined in the Fee Credit Agreement) and have not been inflated in any respect. The Eligible Costs for which credit is requested have not been the subject of any prior credit request submitted to the City.

3. Supporting documentation (such as the applicable Developer Contract, third party invoices, lien releases and cancelled checks or other evidence of payment) is attached with respect to each cost for which credit is requested.

4. The Improvement for which credit is requested was constructed in accordance with the requirements of the Fee Credit Agreement.

5. Please issue a Certificate of DIF Credit to the Developer in the amount requested.

I declare under penalty of perjury that the above representations and warranties are true and connect.

DEVELOPER:

CITY:

[INSERT ENTITY]

Credit Request Approved

By: _____
Authorized Representative of Developer
Date: _____

Scott Ochoa, City Manager
Date: _____

ATTACHMENT 1 to Form of DIF Credit Request

SUMMARY OF IMPROVEMENTS AND REQUESTED DIF CREDITS

Improvement	Eligible Costs/Contract Amount	DIF Credit Requested
-------------	--------------------------------	----------------------

[List here all Improvements for
which credit is requested, and attach support documentation]

Exhibit 8

FORM OF ASSIGNMENT, SALE, OR TRANSFER OF DIF CREDIT

FROM _____ **to** _____

This Sale or Transfer of DIF Credit ("DIF Credit Transfer") is entered into as of _____, 20__, between _____, a _____
_____ ("Transferor")
and _____ ("Transferee").

A. NMC Builders, LLC is a limited liability company formed under the laws of the state of California, the business affairs of which are governed by that certain Amended and Restated Limited Liability Company Agreement of NMC Builders, LLC dated as of March 31, 2005, as amended ("NMC Agreement").

B. Transferor is a Member of the NMC Builders, LLC.

C. Pursuant to that certain Certificate of DIF Credit (the "Certificate") issued by the City of Ontario to NMC Builders, LLC, dated _____, an amount of DIF Credit was made available to the Transferor for use in the eastern portion of the New Model Colony. A copy of the Certificate is DIF Credit issued to NMC Builders, LLC by CITY is attached hereto and incorporated herein as Exhibit "C-2".

D. Transferee is owner of real property within the eastern portion of the New Model Colony of the City of Ontario and further described as Tract Map No. _____. *(or other description of the property)*.

D. Pursuant to the terms of this DIF Credit Assignment, Transferee desires to receive from the Transferor, a share of the DIF Credit issued to Transferor by NMC Builders LLC.

For good, valuable and sufficient consideration received, the receipt of which is hereby acknowledged, the Transferor and Transferee hereby agree as follows:

1. TRANSFER

The Transferor hereby assigns, transfers and conveys to Transferee the DIF Credit of:

DIF Credit Category

DIF Credit Amount

2. ACCEPTANCE

Transferee hereby accepts and assumes DIF Credit as listed above. Transferee and CITY shall track DIF Credit as it is redeemed, and the remaining balance to be used, by completing, dating and initialing Exhibit "D-3" attached hereto and incorporated herein. The original Exhibit "D-2" shall not be removed from this Transfer Agreement.

3. EFFECTIVE DATE.

This Transfer Agreement shall become effective as of the date first above written.

4. TRANSFEROR'S REPRESENTATIONS AND WARRANTIES.

The Transferor makes the following representations and warranties, which representations and warranties shall survive this DIF Credit Transfer:

The Transferor has the full power and authority to enter into this DIF Credit Transfer.

The execution, delivery and performance of this DIF Credit Transfer will not result in any violation or default under its organizational documents or any instruments to which the Transferor is a party.

From and after the date of this DIF Credit Transfer, the Transferor shall have no further rights, title or interest in or to the DIF Credit.

5. TRANSFEREE'S REPRESENTATION AND WARRANTIES.

Transferee makes the following representations and warranties, which representations and warranties shall survive this Transfer:

Transferee is the owner of Tract No. _____ (*or other property description*) in the eastern portion of the New Model Colony, City of Ontario.

Transferee has the full power and authority to enter into this DIF Credit Transfer.

This DIF Credit Transfer, when executed, shall constitute a valid and legal obligation binding as to Transferee.

6. NOTICES.

All notices, consents, waivers and other communications under this DIF Credit Transfer must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses set forth below (or to such other addresses as a party may designate by notice to the other parties); (c) when received by the addresses as confirmed by a confirmation receipt, if sent by facsimile to the appropriate facsimile number designated below (or to such other facsimile number as the parties may designate by notice to the other parties).

If to the Transferor: Entity Name: _____
Address: _____

Attention: _____
Phone: _____
Email: _____

If to Transferee: Entity Name: _____
Address: _____

Attention: _____
Phone: (____) _____
Email: _____

7. GENERAL PROVISIONS.

Severability. In the event that the application of any of the provisions of this DIF Credit Transfer are held to be unenforceable or invalid, the validity and enforceability of other applications of that provision and of the remaining provisions shall not be affected.

Counterparts. This DIF Credit Transfer may be executed in counterparts.

Entire Agreement. This DIF Credit Transfer contains the entire final understanding of and between the parties and supersedes any prior written or oral agreements between them respecting the subject matter of this DIF Credit Transfer. There are no representations, agreements, arrangements or understandings, oral or written, between the parties that are not fully set forth herein.

Construction. Every covenant, term and provision of this DIF Credit Transfer shall be construed simply according to its fair meaning and not strictly for or against any party.

No Modifications. No supplement, modifications or amendment to this DIF Credit Transfer shall be binding unless executed in writing by both parties.

Further Assurances. The Transferor and Transferee each agree to execute such other documents and perform such other acts as may be necessary or desirable to effectuate this DIF Credit Transfer.

Effect of NMC Agreement and Certificate. This DIF Credit Transfer Agreement is, and shall remain, subject to the terms and conditions of the DIF Credit Certificate and the NMC Agreement, as may be amended by the parties thereto from time to time.

No Third Party Beneficiaries. This DIF Credit Transfer Agreement is made and entered into for the sole protection and benefit of the parties hereto, the City of Ontario, and their respective successors and assigns. No other person or entity shall have any right of action based upon any provision of this DIF Credit Transfer Agreement.

IN WITNESS WHEREOF, the Transferor and Transferee have duly executed this DIF Credit Transfer as of the date first written above.

TRANSFEROR:

Entity Name (NMC Builders Member) a _____

By: _____

By: _____

TRANSFEE:

Entity Name _____ a, _____

By: _____

By: _____

(All Signatures must be notarized)

EXHIBIT "C-2" to Transfer of DIF Credit

(Certificate of DIF Credit)

(Original DIF Credit Certificate issued by City must be attached).

EXHIBIT "D-3" to Transfer of DIF Credit
Available DIF Credit Reconciliation

DIF Credit Category _____

Assigned to: _____ **(NMC Member)**

Date Assigned to NMC Member: _____

Transferee: _____

Date Transferred: _____

Starting DIF Credit Balance	Amount Redeemed	Date	Remaining DIF Credit Balance	City's Initials	Transferee's Initials

CITY OF ONTARIO

Agenda Report
January 21, 2020

SECTION:
CONSENT CALENDAR

SUBJECT: A RESOLUTION APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY AND FINAL TRACT MAP NO. 17935 LOCATED AT THE NORTHWEST CORNER OF BELLEGRAVE AVENUE AND HAMNER AVENUE

RECOMMENDATION: That the City Council adopt a resolution approving an improvement agreement, improvement security and Final Tract Map No. 17935 located at the northwest corner of Bellegrave Avenue and Hamner Avenue, within the Esperanza Specific Plan area.

COUNCIL GOALS: Invest in the Growth and Evolution of the City's Economy
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)
Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in Ontario Ranch

FISCAL IMPACT: None. All public infrastructure improvements required for this subdivision will be constructed by the developer at its sole cost.

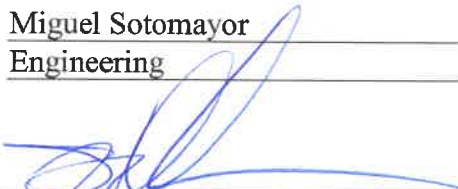
BACKGROUND: Final Tract Map No. 17935, consisting of fifty (50) residential lots and eleven (11) lettered lots on 7.08 acres, as shown on Exhibit "A", has been submitted by Lennar Homes of California, Inc., a California corporation (Mr. Geoffrey Smith, Vice President).

Tentative Tract Map No. 17935 was approved by the Planning Commission (7-0) on February 27, 2007 and is consistent with the adopted Esperanza Specific Plan.

Improvements will include AC pavement, curb, gutter, sidewalk, landscaped parkways, fiber optic conduits, fire hydrants, sewer, water, recycled water mains, storm drain, and street lights. The improvements in parkway landscaping will be consistent with current City approved drought measures.

The developer has entered into an improvement agreement with the City for Final Tract Map No. 17935 and has posted adequate security to ensure construction of the required public improvements.

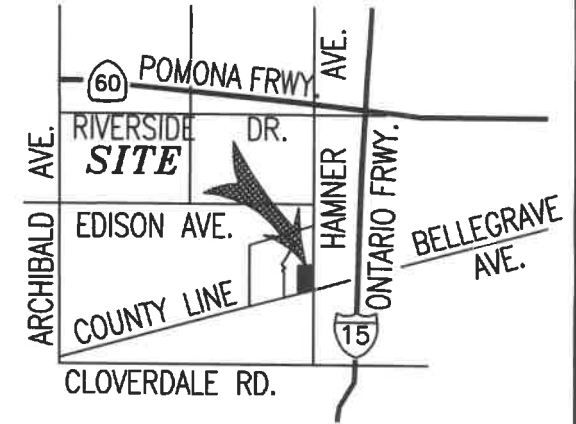
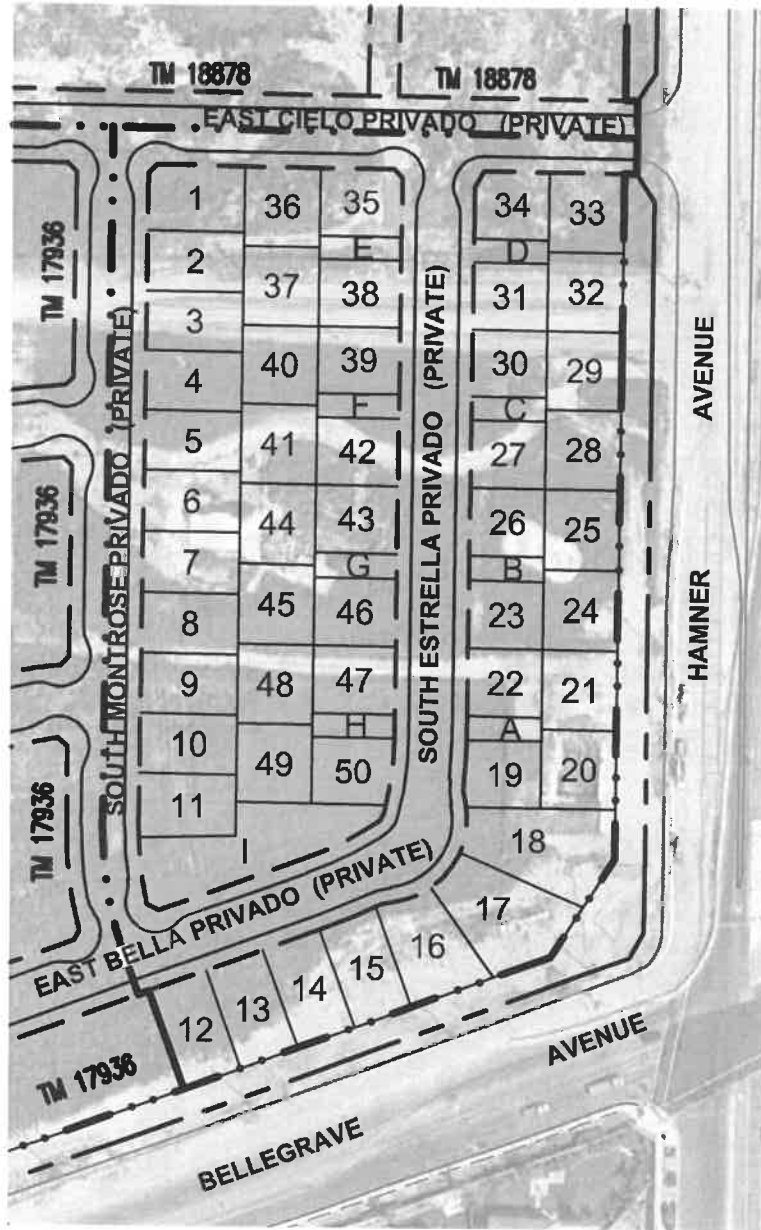
STAFF MEMBER PRESENTING: Scott Murphy, AICP, Executive Director Development Agency

Prepared by: Miguel Sotomayor
Department: Engineering
City Manager Approval: 

Submitted to Council/O.H.A. 01/21/2020
Approved: _____
Continued to: _____
Denied: _____

6

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



VICINITY MAP
NOT TO SCALE

EXHIBIT A

SCALE: N.T.S.



EXHIBIT A

TRACT NO. 17935
50 LOT SUBDIVISION

LDKING

Engineers/Surveyors

975 N. Haven Avenue
Suite 200
Ontario, CA 91764
Phone: (909) 945-0526

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY AND FINAL TRACT MAP NO. 17935 LOCATED AT THE NORTHWEST CORNER OF BELLEGRAVE AVENUE AND HAMNER AVENUE.

WHEREAS, Tentative Tract Map No. 17935, submitted for approval by Lennar Homes of California, Inc., a California corporation (Mr. Geoffrey Smith, Vice President), was approved by the Planning Commission of the City of Ontario on February 27, 2007; and

WHEREAS, Tentative Tract Map No. 17935 consists of fifty (50) numbered lots and eleven (11) lettered lots within the Esperanza Specific Plan being a subdivision of lot 4, of Tract Map No. 20233 recorded in book 351, pages 31 through 35, of maps, in the Office of the Recorder of San Bernardino County, State of California; and

WHEREAS, to meet the requirements established as prerequisite to approval of Final Tract Map No. 17935, said developer has offered an improvement agreement, together with good and sufficient improvement security, in conformance with the City Attorney's approved format, for approval and execution by the City; and

WHEREAS, the requirement for the preparation of Covenants, Conditions and Restrictions (CC&R's), approved by the City Attorney's Office, to ensure the right to mutual ingress and egress and continued maintenance of common facilities by the commonly affected property owners has been deferred to a date that coincides with the recordation of the subject Tract Map.

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

1. That said Improvement Agreement be, and the same is, approved and the City Manager is authorized to execute same on behalf of said City, and the City Clerk is authorized to attest thereto; and
2. That said Improvement Security is accepted as good and sufficient, subject to approval as to form and content thereof by the City Attorney; and
3. That Final Tract Map No. 17935 be approved and that the City Clerk be authorized to execute the statement thereon on behalf of said City.

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

PASSED, APPROVED, AND ADOPTED this 21st day of January 2020.

PAUL S. LEON, MAYOR

ATTEST:

SHEILA MAUTZ, 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. 2020- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held January 21, 2020 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. 2020- duly passed and adopted by the Ontario City Council at their regular meeting held January 21, 2020.

SHEILA MAUTZ, CITY CLERK

(SEAL)

CITY OF ONTARIO

Agenda Report
January 21, 2020

SECTION:
CONSENT CALENDAR

SUBJECT: A RESOLUTION APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY AND FINAL TRACT MAP NO. 18027 LOCATED AT THE NORTHWEST CORNER OF HAVEN AVENUE AND SCHAEFER AVENUE

RECOMMENDATION: That the City Council adopt a resolution approving an improvement agreement, improvement security and Final Tract Map No. 18027 located at the northwest corner of Haven Avenue and Schaefer Avenue, within the West Haven Specific Plan area.

COUNCIL GOALS: Invest in the Growth and Evolution of the City's Economy
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)
Ensure Development of a Well Planned, Balanced and Self-Sustaining Community in Ontario Ranch

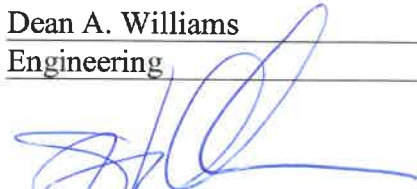
FISCAL IMPACT: None. All public infrastructure improvements required for this map will be constructed by the developer at its sole cost.

BACKGROUND: Final Tract Map No. 18027, consisting of ninety-four (94) residential lots and seven (7) lettered lots on 29 acres, as shown on Exhibit "A", has been submitted by Pulte Home Company, LLC of Mission Viejo, California (Mr. Darren Warren, Vice President).

Tentative Tract Map No. 18027 was approved by the Planning Commission (7-0) on January 27, 2015 and is consistent with the adopted West Haven Specific Plan. At that time, the property was owned by STG Communities II, LLC. The property has since been transferred to Pulte Home Company, LLC.

Improvements will include AC pavement, curb, gutter, sidewalk, landscaped parkways, fiber optic conduits, fire hydrants, sewer, water, recycled water mains, storm drain and streetlights. The improvements in parkway landscaping will be consistent with current City approved drought measures.

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

Prepared by: Dean A. Williams
Department: Engineering
City Manager Approval: 

Submitted to Council/O.H.A. 01/21/2020
Approved: _____
Continued to: _____
Denied: _____

7

The developer has entered into an improvement agreement with the City for Final Tract Map No. 18027 and has posted adequate security to ensure construction of the required public improvements.

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

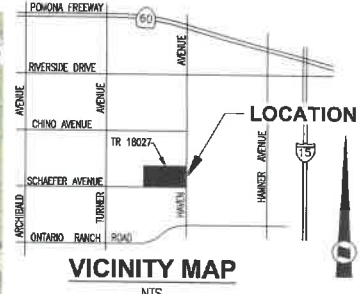
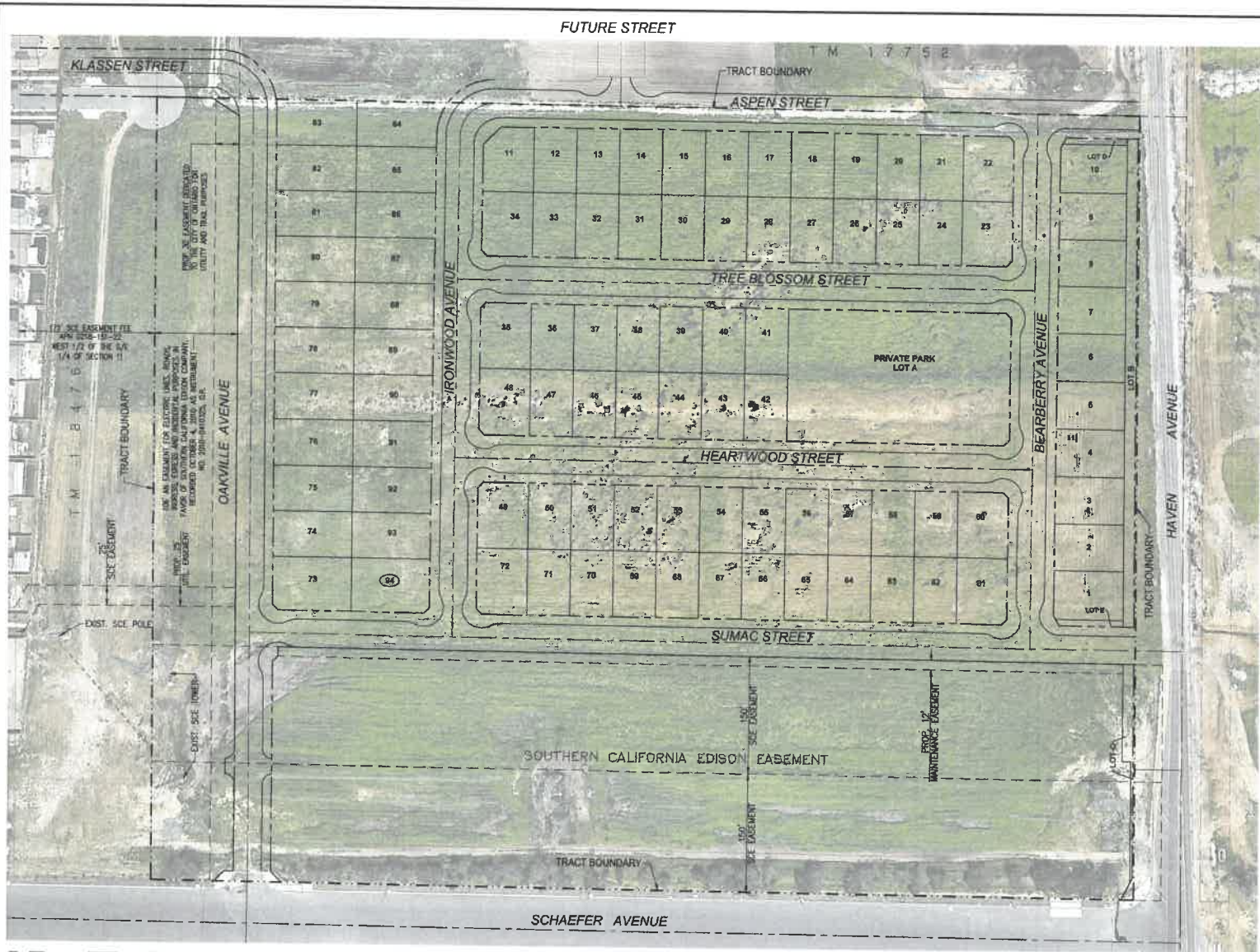
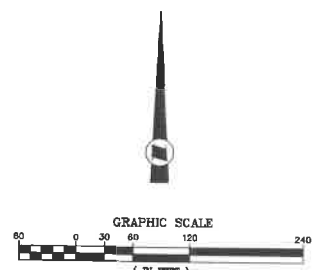


EXHIBIT A



LDKING
 875 N. HAVEN AVENUE, SUITE 200
 ONTARIO, CA 91764
 (805) 945-0526

**CITY OF ONTARIO
 ENGINEERING DEPARTMENT
 TRACT 18027**

**APPLICANT: PULTE GROUP
 PROJECT: TM 18027
 94 NUMBER LOTS &
 7 LETTERED LOTS**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY AND FINAL TRACT MAP NO. 18027 LOCATED AT THE NORTHWEST CORNER OF HAVEN AVENUE AND SCHAEFER AVENUE.

WHEREAS, Tentative Tract Map No. 18027, submitted for approval by Pulte Home Company, LLC, (Mr. Darren Warren, Vice President) of Mission Viejo, California, was approved by the Planning Commission of the City of Ontario on January 27, 2015; and

WHEREAS, Tentative Tract Map No. 18027 consists of ninety-four (94) numbered lots and seven (7) lettered lots within the West Haven Specific Plan, being a subdivision of Parcel 2 of Parcel Map No. 4117 and a portion of Schaefer Avenue as shown on map filed in book 38, pages 37 and 38 of Parcel Maps, in the Office of the San Bernardino County Recorder State of California; and

WHEREAS, to meet the requirements established as prerequisite to approval of Final Tract Map No. 18027, said developer has offered an improvement agreement, together with good and sufficient improvement security in conformance with the City Attorney's approval format, for approval and execution by the City; and

WHEREAS, the requirement for the preparation of Covenants, Conditions and Restrictions (CC&Rs), approved by the City Attorney's Office, to ensure the right to mutual ingress and egress and continued maintenance of common facilities by the commonly affected property owners has been deferred to a date that coincides with the recordation of the subject Tract Map.

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

1. That said Improvement Agreement be, and the same is, approved and the City Manager is authorized to execute same on behalf of said City, and the City Clerk is authorized to attest thereto; and
2. That said Improvement Security is accepted as good and sufficient, subject to approval as to form and content thereof by the City Attorney; and
3. That Final Tract Map No. 18027 be approved and that the City Clerk be authorized to execute the statement thereon on behalf of said City.

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

PASSED, APPROVED AND ADOPTED this 21st day of January 2020.

PAUL S. LEON, MAYOR

ATTEST:

SHEILA MAUTZ, 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. 2020- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held January 21, 2020 by the following roll call vote, to wit:

AYES: MAYOR/COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2020- duly passed and adopted by the Ontario City Council at their regular meeting held January 21, 2020.

SHEILA MAUTZ, CITY CLERK

(SEAL)

CITY OF ONTARIO

Agenda Report
January 21, 2020

SECTION:
CONSENT CALENDAR

SUBJECT: A RESOLUTION APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY AND FINAL TRACT MAP NO. 17932 LOCATED AT THE SOUTHEAST CORNER OF EUCALYPTUS AVENUE AND MILL CREEK AVENUE

RECOMMENDATION: That the City Council adopt a resolution approving an improvement agreement, improvement security and Final Tract Map No. 17932 located at the southeast corner of Eucalyptus Avenue and Mill Creek Avenue, within the Esperanza Specific Plan area.

COUNCIL GOALS: Invest in the Growth and Evolution of the City's Economy
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)
Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in Ontario Ranch

FISCAL IMPACT: None. All public infrastructure improvements required for this subdivision will be constructed by the developer at its sole cost.

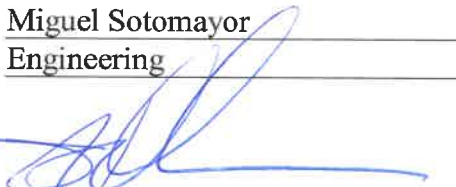
BACKGROUND: Final Tract Map No. 17932, consisting of eighty-three (83) residential lots and five (5) lettered lots on 14.38 acres, as shown on Exhibit "A", has been submitted by Lennar Homes of California, Inc., a California corporation (Mr. Geoffrey Smith, Vice President).

Tentative Tract Map No. 17932 was approved by the Planning Commission (7-0) on March 27, 2007 and is consistent with the adopted Esperanza Specific Plan.

Improvements will include AC pavement, curb, gutter, sidewalk, landscaped parkways, fiber optic conduits, fire hydrants, sewer, water, recycled water mains, storm drain, and street lights. The improvements in parkway landscaping will be consistent with current City approved drought measures.

The developer has entered into an improvement agreement with the City for Final Tract Map No. 17932 and has posted adequate security to ensure construction of the required public improvements.

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

Prepared by: Miguel Sotomayor
Department: Engineering
City Manager Approval: 

Submitted to Council/O.H.A. 01/21/2020
Approved: _____
Continued to: _____
Denied: _____

8

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

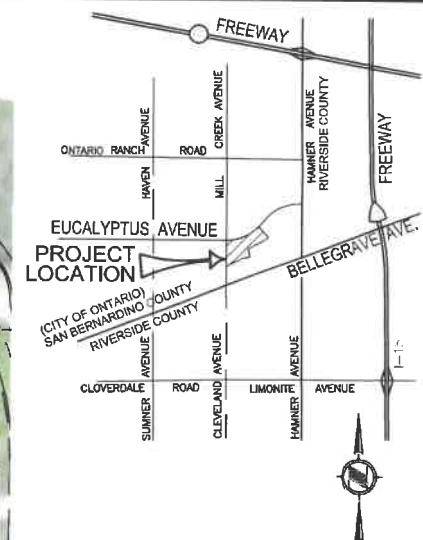
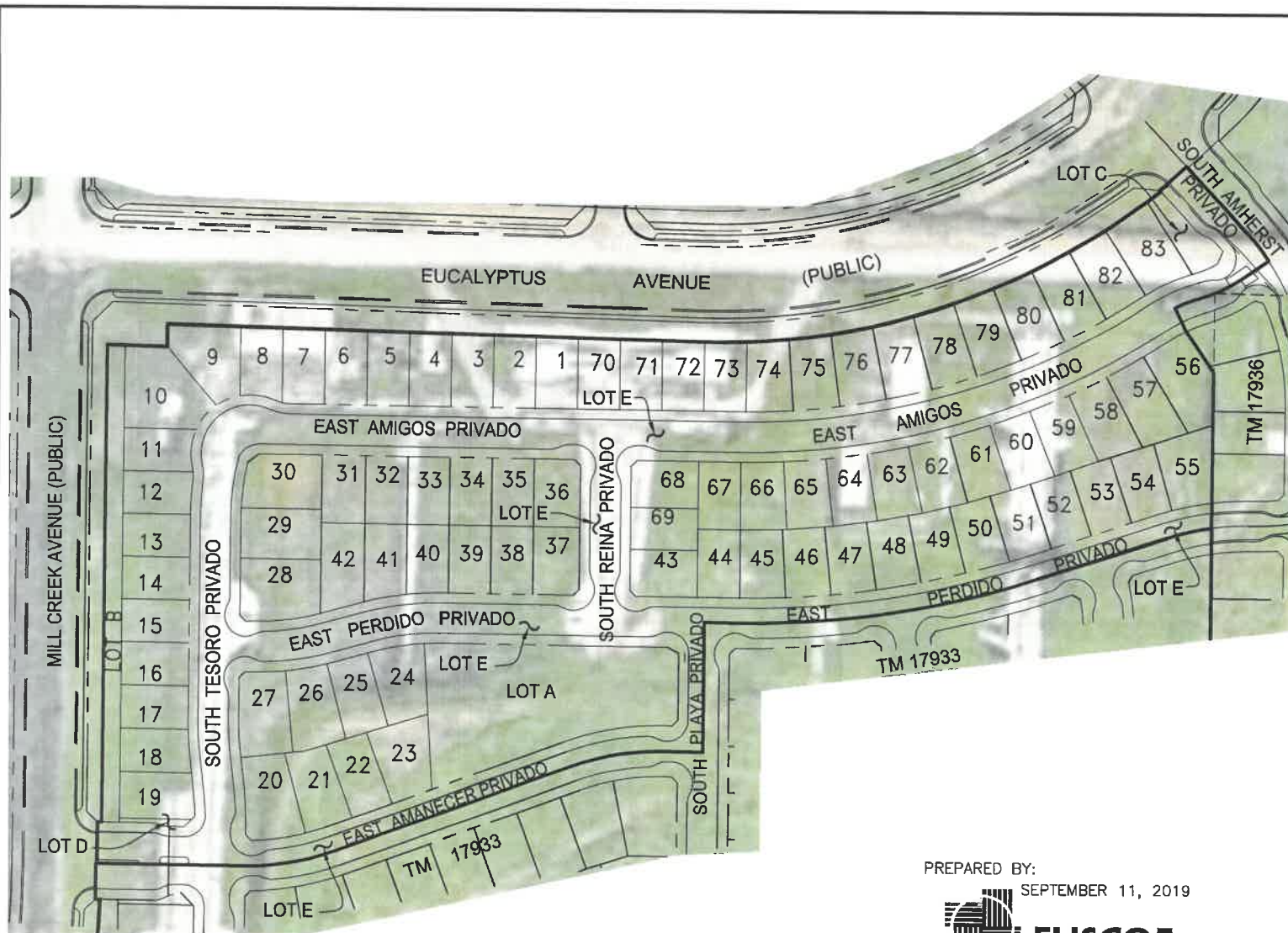
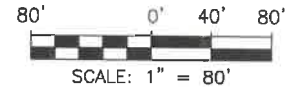


EXHIBIT A



PREPARED BY:
SEPTEMBER 11, 2019



FUSCOE
ENGINEERING
2850 Inland Empire Blvd. Suite B
Ontario, California 91764
tel 909.581.0676 • fax 909.581.0696
www.fuscoe.com

EXHIBIT A
TRACT NO. 17932
83 LOT SUBDIVISION

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY AND FINAL TRACT MAP NO. 17932 LOCATED AT THE SOUTHEAST CORNER OF EUCALYPTUS AVENUE AND MILL CREEK AVENUE.

WHEREAS, Tentative Tract Map No. 17932, submitted for approval by Lennar Homes of California, Inc., a California corporation (Mr. Geoffrey Smith, Vice President), was approved by the Planning Commission of the City of Ontario on March 27, 2007; and

WHEREAS, Tentative Tract Map No. 17932 consists of eighty-three (83) numbered lots and five (5) lettered lots within the Esperanza Specific Plan being a subdivision of lots 4 and 5, of Tract Map No. 18380, recorded in book 350, pages 64 through 69, of maps, in the Office of the Recorder of San Bernardino County, State of California, lying in Section 24, Township 2 South, Range 7 West, San Bernardino Meridian; and

WHEREAS, to meet the requirements established as prerequisite to approval of Final Tract Map No. 17932, said developer has offered an improvement agreement, together with good and sufficient improvement security, in conformance with the City Attorney's approved format, for approval and execution by the City; and

WHEREAS, the requirement for the preparation of Covenants, Conditions and Restrictions (CC&R's), approved by the City Attorney's Office, to ensure the right to mutual ingress and egress and continued maintenance of common facilities by the commonly affected property owners has been deferred to a date that coincides with the recordation of the subject Tract Map.

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

1. That said Improvement Agreement be, and the same is, approved and the City Manager is authorized to execute same on behalf of said City, and the City Clerk is authorized to attest thereto; and
2. That said Improvement Security is accepted as good and sufficient, subject to approval as to form and content thereof by the City Attorney; and
3. That Final Tract Map No. 17932 be approved and that the City Clerk be authorized to execute the statement thereon on behalf of said City.

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

PASSED, APPROVED, AND ADOPTED this 21st day of January 2020.

PAUL S. LEON, MAYOR

ATTEST:

SHEILA MAUTZ, 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. 2020- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held January 21, 2020 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. 2020- duly passed and adopted by the Ontario City Council at their regular meeting held January 21, 2020.

SHEILA MAUTZ, CITY CLERK

(SEAL)

CITY OF ONTARIO

Agenda Report
January 21, 2020

SECTION:
CONSENT CALENDAR

SUBJECT: A RESOLUTION APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY AND FINAL PARCEL MAP NO. 19415 LOCATED AT THE SOUTHEAST CORNER OF CAMPUS AVENUE AND ONTARIO BOULEVARD

RECOMMENDATION: That the City Council adopt a resolution approving an improvement agreement, improvement security and Final Parcel Map No. 19415 located at the southeast corner of Campus Avenue and Ontario Boulevard.

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

FISCAL IMPACT: None. All public infrastructure improvements required for this subdivision will be constructed by the developer at its sole cost.

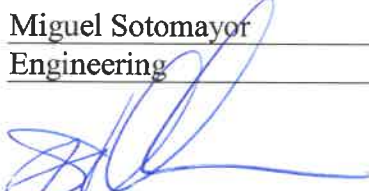
BACKGROUND: Final Parcel Map No. 19415, consisting of one (1) industrial lot on 1.20 acres, as shown on Exhibit "A", has been submitted by Main Street Fibers, Inc., a California corporation (Mr. Wayne Young, Vice President).

Tentative Parcel Map No. 19415 was approved by the Planning Commission (6-0) on April 23, 2013.

Improvements will include street widening, curb, gutter, drive approaches, sidewalk, landscape parkways, streetlights, water services, fire hydrant, undergrounding of overhead utilities, signing and striping. The improvements in parkway landscaping will be consistent with current City approved drought measures.

The developer has entered into an improvement agreement with the City for Final Parcel Map No. 19415 and has posted adequate security to ensure construction of the required public improvements.

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

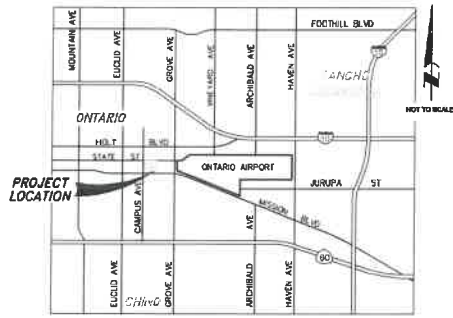
Prepared by: Miguel Sotomayor
Department: Engineering
City Manager Approval: 

Submitted to Council/O.H.A. 01/21/2020
Approved: _____
Continued to: _____
Denied: _____

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

EXHIBIT A
PM 19415



LOCATION MAP
NOT TO SCALE

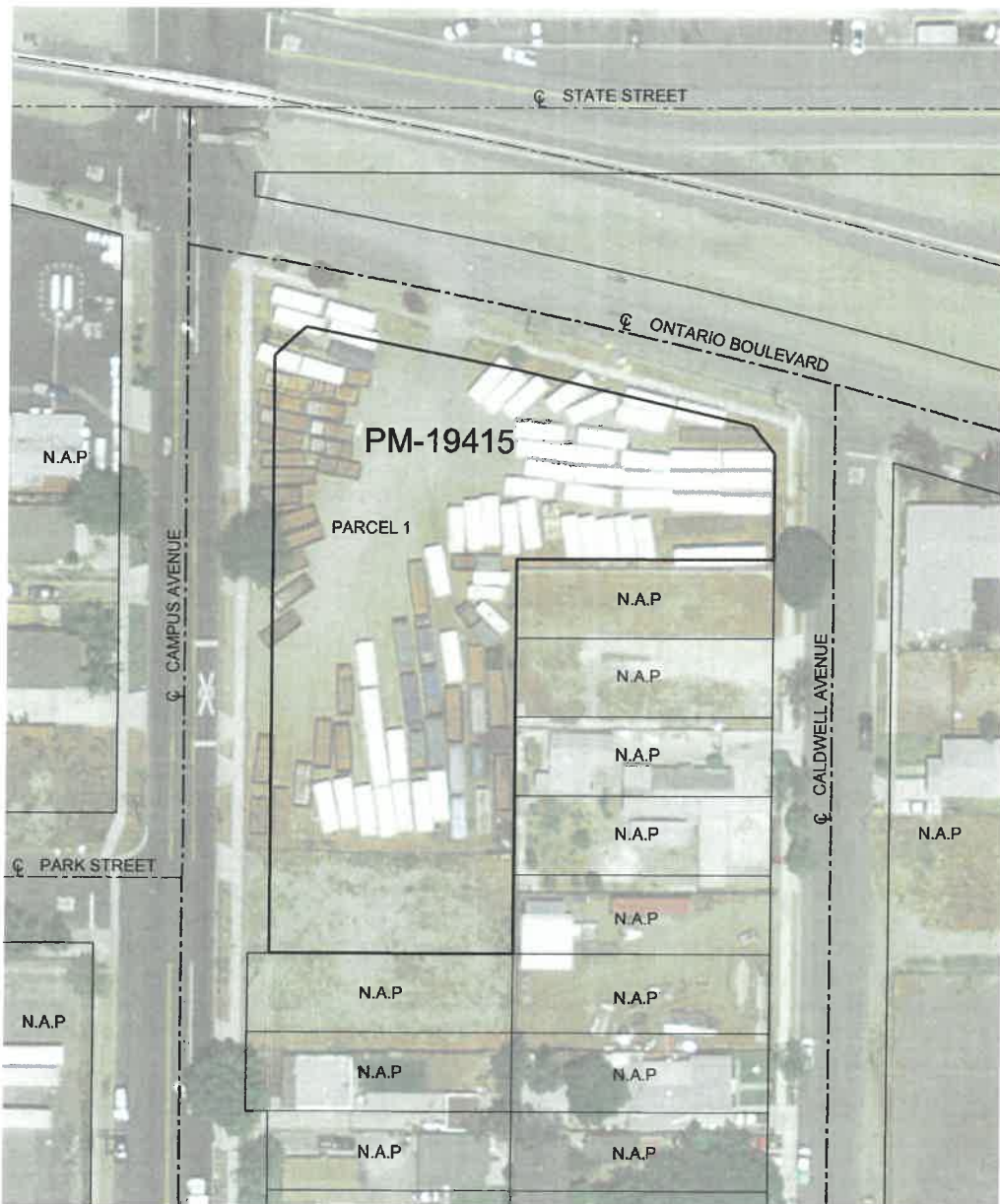


EXHIBIT A



VALUED
ENGINEERING, INC.
CIVIL ENGINEERING • LAND SURVEYING • LAND PLANNING
180 N. BENSON AVE, STE A, UPLAND, CA 91786
PHONE: (951) 982-4601

CITY OF ONTARIO
ENGINEERING DEPARTMENT

PM-19415
MAIN STREET FIBERS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY AND FINAL PARCEL MAP NO. 19415 LOCATED AT THE SOUTHEAST CORNER OF CAMPUS AVENUE AND ONTARIO BOULEVARD.

WHEREAS, Tentative Parcel Map No. 19415, submitted for approval by Main Street Fibers, Inc., a California corporation (Mr. Wayne Young, Vice President), was approved by the Planning Commission of the City of Ontario on April 23, 2013; and

WHEREAS, Tentative Parcel Map No. 19415 consists of one (1) numbered lot, being a subdivision of lots 1, 2 and 24 through 31, block 2, of Star Tract, as per map recorded in book 16, page 98, of maps in the Office of the Recorder of San Bernardino County, State of California; and

WHEREAS, to meet the requirements established as prerequisite to approval of Final Parcel Map No. 19415, said developer has offered an improvement agreement, together with good and sufficient improvement security, in conformance with the City Attorney's approved format, for approval and execution by the City.

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

1. That said Improvement Agreement be, and the same is, approved and the City Manager is authorized to execute same on behalf of said City, and the City Clerk is authorized to attest thereto; and
2. That said Improvement Security is accepted as good and sufficient, subject to approval as to form and content thereof by the City Attorney; and
3. That Final Parcel Map No. 19415 be approved and that the City Clerk be authorized to execute the statement thereon on behalf of said City.

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

PASSED, APPROVED, AND ADOPTED this 21st day of January 2020.

PAUL S. LEON, MAYOR

ATTEST:

SHEILA MAUTZ, 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. 2020- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held January 21, 2020 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. 2020- duly passed and adopted by the Ontario City Council at their regular meeting held January 21, 2020.

SHEILA MAUTZ, CITY CLERK

(SEAL)

CITY OF ONTARIO

Agenda Report
January 21, 2020

SECTION:
CONSENT CALENDAR

SUBJECT: A RESOLUTION APPROVING FINAL PARCEL MAP NO. 19993 LOCATED ON THE SOUTH SIDE OF FOURTH STREET APPROXIMATELY 800 FEET WEST OF MILLIKEN AVENUE

RECOMMENDATION: That the City Council adopt a resolution approving Final Parcel Map No. 19993 located on the south side of Fourth Street, approximately 800 feet west of Milliken Avenue, within the Ontario Center Specific Plan.

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

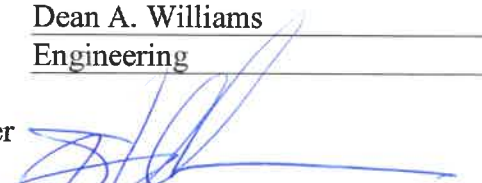
FISCAL IMPACT: None. All public infrastructure improvements required for this map were constructed with the underlying Parcel Map No. 17550.

BACKGROUND: Final Parcel Map No. 19993, consisting of two (2) parcels on 10.68 acres, as shown on Exhibit "A", has been submitted by Target Corporation, a Minnesota Corporation (Mr. Tom Dawson, Sr. Real Estate Manager).

Tentative Parcel Map No. 19993 was approved by the Planning Commission (6-0) on August 27, 2019, and is consistent with the adopted Ontario Center Specific Plan.

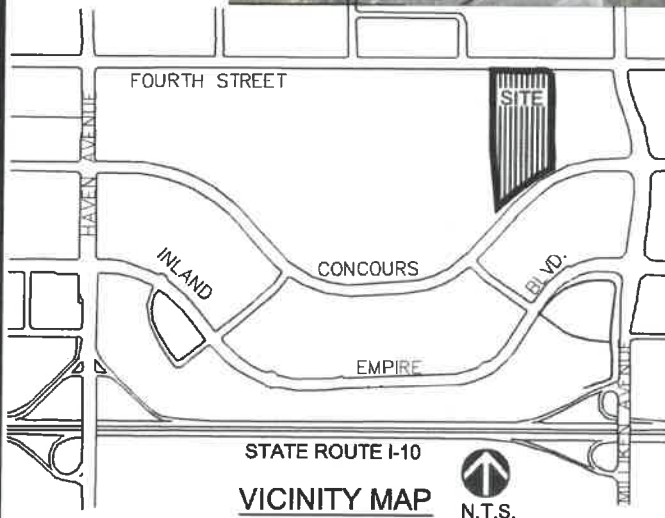
The map meets all conditions of the Subdivision Map Act and the Ontario Municipal Code and has been reviewed and approved by the City Engineer.

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

Prepared by: Dean A. Williams
Department: Engineering
City Manager Approval: 

Submitted to Council/O.H.A. 01/21/2020
Approved: _____
Continued to: _____
Denied: _____

EXHIBIT A



CITY OF ONTARIO
ENGINEERING DEPARTMENT

APPLICANT:
COVENANT REAL ESTATE GROUP
PROJECT NO. PDEV19-004 & PM-19993

PROJECT NO.
PDEV19-004 PM-19993



**DAVID EVANS
AND ASSOCIATES INC.**
4141 E. Inland Empire Blvd, Suite 250
Ontario, California 91764
Phone: 909.912.7337
Email: Jim.Sinnema@deainc.com

12/17/2019
SHEET 1 OF 1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FINAL PARCEL MAP NO. 19993 LOCATED ON THE SOUTH SIDE OF FOURTH STREET, APPROXIMATELY 800 FEET WEST OF MILLIKEN AVENUE.

WHEREAS, Tentative Parcel Map No. 19993, submitted for approval by Target Corporation, a Minnesota Corporation (Mr. Tom Dawson, Sr. Real Estate Manager), was approved by the Planning Commission of the City of Ontario on August 27, 2019; and

WHEREAS, Tentative Parcel Map No. 19993 consists of two (2) parcels within The Ontario Center Specific Plan, being a subdivision of Parcel 31 of Parcel Map No. 17550 filed in book 216 of Parcel Maps, pages 7 through 20, inclusive, in the Office of the County Recorder of San Bernardino County, State of California; and

WHEREAS, all necessary public infrastructure improvements for said Tentative Parcel Map required as prerequisite to approval of a final map have been previously constructed per Parcel Map No. 17550 and accepted as complete by the City; and

WHEREAS, the previous developer prepared Covenants, Conditions and Restrictions (CC&R's), approved by the City Attorney's Office, to ensure the right to mutual ingress and egress and continued maintenance of common facilities by the commonly affected property owners and said CC&Rs will be modified to include the newly created parcel and deferred to a date that coincides with the recordation of the subject Parcel Map.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ontario, California, that Final Parcel Map No. 19993 be approved and that the City Clerk be authorized to execute the statement thereon on behalf of said City.

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

PASSED, APPROVED, AND ADOPTED this 21st day of January 2020.

PAUL S. LEON, MAYOR

ATTEST:

SHEILA MAUTZ, 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. 2020- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held January 21, 2020 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. 2020- duly passed and adopted by the Ontario City Council at their regular meeting held January 21, 2020.

SHEILA MAUTZ, CITY CLERK

(SEAL)

CITY OF ONTARIO

Agenda Report
January 21, 2020

SECTION:
CONSENT CALENDAR

SUBJECT: ADOPTION OF CITY OF ONTARIO 2020 LEGISLATIVE PLATFORM

RECOMMENDATION: That the City Council consider and adopt a 2020 Legislative Platform.


COUNCIL GOALS: Invest in the Growth and Evolution of the City's Economy
Maintain the Current High Level of Public Safety
Operate in a Businesslike Manner
Pursue City's Goals and Objectives by Working with Other Governmental Agencies
Focus Resources in Ontario's Commercial and Residential Neighborhoods
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
Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in Ontario Ranch

FISCAL IMPACT: None.

BACKGROUND: Through the leadership of the City Council and the development of key relationships with legislators and community stakeholders, the City has experienced uncommon legislative success in recent years including the passage of three sponsored bills, the award of a \$35 million grant for the revitalization of Downtown Ontario; and last year the receipt of a \$5 million allocation for affordable housing in Downtown Ontario. Seeking to build upon this success and to advance the City Council's goals and priorities for the coming legislative year, staff recommends the adoption of an official City legislative platform.

A legislative platform is considered a best practice for effective legislative advocacy and is utilized as a tool by many public agencies. The primary objective of the legislative platform is to establish official City positions on clearly stated legislative issues at the start of each legislative year. The legislative platform is developed and maintained using the goals of the City Council, as well as a review of legislative priorities from partners such as the League of California Cities, Southern California

STAFF MEMBER PRESENTING: David Sheasby, Deputy City Manager

Prepared by: Alonso Ramirez
Department: Management Services
City Manager: 
Approval: _____

Submitted to Council/O.H.A. 01/21/2022
Approved: _____
Continued to: _____
Denied: _____

11

Association of Governments (SCAG), and San Bernardino County Transportation Authority (SBCTA). Once adopted, the Legislative Platform will increase the visibility of the City Council's legislative goals, inform staff of the City Council's position and priorities on various issues, and enable our legislative advocates to nimbly and confidently advocate for the City's interests.



LEGISLATIVE PLATFORM

CITY • OF • ONTARIO • 2020

ONTARIO CITY COUNCIL



MAYOR
PAUL S. LEON



MAYOR PRO TEM
DEBRA DORST-PORADA



COUNCIL MEMBER
ALAN D. WAPNER



COUNCIL MEMBER
JIM W. BOWMAN



COUNCIL MEMBER
RUBEN VALENCIA

PURPOSE STATEMENT

The 2020 Legislative Platform provides a framework for the City of Ontario's Legislative Program. Adopted annually, the City's Legislative Platform serves as a reference guide for legislative positions and objectives that provide direction for City Staff throughout the year. The Legislative Platform is an embodiment of the City Council Goals and is the foundation of a focused advocacy strategy.



LEGISLATIVE PROGRAM

The primary objective of the Legislative Platform is to establish official City positions on clearly stated legislative issues at the start of the legislative year.

The Legislative Platform is developed and maintained using the goals and objectives of the City Council, a review of legislative priorities from the League of California Cities, the County of San Bernardino, Southern California Association of Governments (SCAG), and San Bernardino County Transportation Authority (SBCTA), input from City Staff, research of current law and pending legislation, as well as discussions with local legislative staff and the City's legislative advocates.

Federal and state legislative proposals and policies consistent with the Legislative Platform may be supported by the City. Those policies or proposals inconsistent with this agenda may be opposed by the City. Generally, the City will not address matters that are not pertinent to the City's local government services, such as social or international issues. The City may take nuanced positions such as support or oppose "if amended" as a situation warrants, but will not issue letters of concern without express City Council approval.

City departments are encouraged to monitor and be knowledgeable of any legislative issues related to their discipline. However, any requests for the City to take positions on a legislative matter must be directed to the Management Services Agency. City departments may not take positions on legislative issues without Management Services Agency review and City Manager approval.

2020 PRIORITY LEGISLATIVE POSITIONS

STATE

- Support efforts, such as the Reducing Crime and Keeping California Safe Act of 2020, to assist law enforcement and counter rising crime rates statewide.
- Oppose legislation seeking to reallocate revenue obtained from the Bradley-Burns Uniform Local Sales and Use Tax.
- Oppose legislation seeking to block local governments from using economic development tools to generate revenue and facilitate job creation.
- Support legislation and CalPERS regulations that ensure the sustainability of public pension and retirement systems.
- Oppose legislation that eliminates local control of housing development by exempting classes of projects or types of uses from City land use regulations, or dilutes the City's authority to determine density, aesthetic, or parking requirements.
- Pursue funding for revitalization efforts in Downtown Ontario.
- Support efforts to place transit investments in San Bernardino County, subject to the appropriate consultation and consent of concerned local jurisdictions.
- Support the allocation of new funding for homelessness services and the construction of transitional housing facilities.
- Oppose legislation and regulations which preempt local control and regulatory authority on cannabis manufacturing, sales, and delivery.
- Oppose legislation that prohibits cities from contracting for personal services or creates burdensome reporting requirements for doing so.
- Oppose any linkage of state SB 1 funding, or other state grant funding, to the satisfaction of state housing requirements, including Regional Housing Needs Assessment quotas.



FEDERAL

- Support the increase of Federal Housing Administration mortgage loan limits in San Bernardino County.
- Support allocations of funding to address airplane sound mitigation.
- Support the preservation of tax-exempt private activity bonds and the low income housing tax credit program.
- Support new appropriations of funds for the maintenance and construction of transportation and airport infrastructure.
- Support legislation to reverse the FAA's determination that the Airport and Airway Improvement Act requires state and county sales taxes revenues derived from jet fuel sales to be used only for air travel-related expenses.
- Support congressional review and attention to ensure that local businesses and residents are not disproportionately or adversely effected by the enforcement of federal regulations concerning Virulent Newcastle Disease.

COUNTY/REGIONAL

- Support studies and funding to improve access to Ontario International Airport, including rail, contingent on local control of the project segments within San Bernardino County.
- Support efforts to implement commuter rail service on Union Pacific Railroad's Alhambra Subdivision, and to establish train stops at downtown Ontario as well as the Ontario International Airport.
- Support efforts to secure funding necessary to extend Foothill Gold Line light rail service to Claremont and ultimately the Montclair Transit Center, as well as to secure funding to complete a plan to facilitate service to Ontario International Airport.
- Support efforts to preserve local control and ensure adequate representation of the City and its interests at the Chino Basin Watermaster and Inland Empire Utilities Agency.
- Support regional efforts to promote Ontario International Airport.
- Oppose any efforts to eliminate or erode City control over 9-1-1 dispatch, including the City's ability to maintain its own data system.
- Support efforts to link greater amounts of funding to jurisdictions with large allocations under the Regional Housing Needs Assessment
- Support efforts to encourage the construction of schools in Ontario Ranch, including the identification of priority school sites.
- Support studies to consider the consolidation of Omnitrans with SBCTA.
- Actively communicate with local and regional agencies to coordinate the deployment of resource to address regional issues such as Virulent Newcastle Disease and Citrus Greening Disease.

ADDITIONAL 2020 LEGISLATIVE POSITIONS - STATE

Transportation and Infrastructure

- Work with regional partners—governmental, private, and nonprofit—to identify and pursue funding for projects improving infrastructure within the City.
- Support funding for non-motorized/active transportation infrastructure such as bicycle trails and pedestrian access.
- Support the consideration of public-private partnerships (P3s) in the development of transportation improvements.
- Support legislation and programs that fund transit-oriented development near rail and bus rapid transit stations while maintaining local control.
- Support legislation that protects local government authority over telecommunications facilities placed within public right-of-ways to include the aesthetics of equipment installed by contractors.
- Collaborate with regional transportation agencies to impact regulatory policies to bring equity and fairness to the Inland Empire region.

Revenue and Taxation

- Support state funding to assist local governments with meeting regional greenhouse gas reduction goals, including, but not limited to, grants, incentive funding, and economic development tools.
- Oppose legislation that would impose state-mandated costs for which there is no guarantee of local reimbursement.
- Oppose any legislation which would pre-empt or reduce local discretion over locally-imposed taxes.
- Oppose legislation that would eliminate the tax exemption for municipal bonds.
- Protect local government authority to collect revenues from telecommunication providers installing equipment within public right-of-ways.
- Support legislation to restore incremental tax funding options to cities, either as infrastructure finance districts, redevelopment agencies, or new funding programs.
- Oppose authority for sales tax initiatives that do not directly return a reasonably equivalent amount of sales tax revenue generated in Ontario back to the City.
- Oppose efforts to divert transportation revenues for non-transportation purposes.
- Oppose efforts to impose state requirements without the consent of the local agency for the expenditure of locally raised revenues.

ADDITIONAL 2020 LEGISLATIVE POSITIONS - STATE

Public Safety

- Oppose regulation that limits a local agency's ability to enforce California Vehicle Code sections or ordinances on parking, particularly the "72-Hour" rule for immobile vehicles.
- Support efforts to coordinate disaster preparedness programs in local jurisdictions and support guidelines to identify the strengths and weaknesses of local preparedness efforts.
- Oppose legislation which would interfere with the ability of law enforcement to remove individuals, either in person or in a vehicle, from public facilities, property, or streets.
- Oppose further legalization of marijuana beyond Proposition 64 allowances.
- Support legislation to regulate the sale of refined butane, for the purpose of curtailing the manufacture of illegal butane honey oil.
- Oppose the expansion of fireworks usage, including the creation of a second sales period before the New Year's holiday.
- Support legislation affirming the ability of local government to restrict the presence and residency of sex offenders near schools, parks, and other locations frequented by children.
- Oppose legislation restricting police tactics when responding to emergency calls.
- Oppose legislation which would interfere with a City's ability to use emerging technology to bolster law enforcement efforts.



Housing and Land Use Planning

- Support legislation that revises the California Environmental Quality Act (CEQA) for purposes of expediting land use and housing projects.
- Support the streamlining of right-of-way acquisition processes.
- Support reduction of housing density requirements to qualify for state grant funding.
- Oppose additional affordable housing production mandates unless funding is appropriated to finance the mandate.
- Support funding and tax incentives for the identification, acquisition, maintenance, adaptive reuse and restoration of historic sites and structures.
- Oppose legislation that eliminates local control over the placement of small cell wireless facilities.
- Support legislation to allow local jurisdictions to work with others to fulfill RHNA requirements in order to meet regional demand.

ADDITIONAL 2020 LEGISLATIVE POSITIONS - STATE

Administrative and Employment Related

- Oppose legislation that mandates costly and unnecessary procedures related to the election process.
- Support efforts to update the Ralph M. Brown Act to help streamline and expedite public meetings.
- Oppose efforts to restrict local control on city districting decisions.
- Oppose legislation that would lessen the ability of local governments to enforce contractual language agreed to and contained within existing franchise documents.
- Support legislation to apply comparative fault to inverse condemnation actions involving a public entity.
- Oppose legislation which would allow the state to modify terms of an executed Joint Powers Authority (JPA) agreement.
- Oppose legislation or policies altering CalPERS eligibility and threshold requirements in a manner detrimental to local government interests.
- Oppose legislation and unfunded mandates imposing impractical requirements on records collection.
- Oppose efforts to strip local governments of their ability to determine term limits within their own jurisdictions.

Community and Human Services

- Support continued state funding for local art, cultural, and music programs.
- Support grants for sustainable growth, environmental equity and healthy living projects.
- Support tax credits for seismic retrofitting of commercial and residential buildings.
- Oppose any regulation mandating the curbside collection of household hazardous waste.
- Support funding for programs such as Mercy House, which help the homeless transition into housing and employment.

Environment

- Support efforts to streamline and improve the CEQA process.
- Support programs to provide refueling/recharging infrastructure for alternative fuel or electric vehicles.
- Support efforts to fund safe and affordable drinking water initiatives without increasing fees for rate payers.
- Support funding for the retrofitting of municipal buildings to increase energy efficiency.
- Support financial incentives for water reuse, and legislation that encourages the treatment of municipal wastewater for non-potable reuse and promotes the development of reasonable regulations to encourage and maximize the responsible use of reclaimed water.
- Support efforts to remediate groundwater contamination.
- Support funding for the implementation of climate action plans.
- Support measures that assist cities and local businesses with state mandated organics recycling requirements.
- Oppose efforts to mandate residential gallons-per-capita restrictions.

ADDITIONAL 2020 LEGISLATIVE POSITIONS

FEDERAL



- Assist SBCTA, Omnitrans, and OIAA in pursuing grant funding for infrastructure projects within the City, or those which benefit the City and/or the region.
- Advocate for legislation and regulation that encourages home ownership in the Inland Empire, and that helps facilitate the construction of work force housing.
- Support local control of cell phone towers, including control over placement and design.
- Support local control over cable providers.
- Support legislative efforts to promote net neutrality without regulating internet providers as utilities.
- Support efforts to expand municipal broadband and cooperation of service delivery with the private sector.
- Support local options to privatize various aspects of transportation that would maximize available federal funding.
- Support recognition of the importance of inland ports to overall goods movement systems as part of any investment plan.
- Support streamlined environmental revisions that remove duplication of state and federal processes.
- Support efforts to reform the National Environmental Policy Act in order to create a more efficient process to access federal funds for local projects of all sizes.
- Support efforts to secure funds to facilitate the conversion of public sector fleets to alternative fuels to meet local, state, and federal fleet conversion mandates.
- Maintain full funding for the Staffing for Adequate Fire and Emergency Response (SAFER) and the Assistance to Firefighters grant programs and retain the local cost share waiver for both programs.
- Maintain funding for disaster preparedness, prevention, recovery, and response for all-hazard threats, including resources to upgrade to existing flood control systems.
- Support legislation that provides incentives and resources to expand local planning policies that integrate housing, transportation and land use.
- Maintain the tax-exempt status of municipal bonds and oppose proposals to cap the investor tax deduction on municipal securities investments.
- Support efforts to mitigate potential adverse impact on local small businesses due to tariff implementation.
- Support efforts to apply Base Realignment and Closure (BRAC) funding to the environmental remediation, including facility demolition, for facilities closed by prior BRAC rounds.
- Oppose efforts that preempt local government regulation of the use of drones.
- Support legislation that provides immunity to local governments that designate drone “recreational areas.”

ADDITIONAL 2020 LEGISLATIVE POSITIONS

COUNTY/REGIONAL



- Pursue funding for projects that improve the quality of life in Ontario.
- Support the allocation of SBCTA transportation funding for projects based on the amount of revenue generated in each jurisdiction.
- Support local input on regional land use and planning issues at SBCTA and SCAG.
- Support efforts to increase the amount of transportation funds allocated to local jurisdictions for discretionary projects.
- Oppose unfunded mandates to the City for any new or continuing program/service.
- Support regional economic development policies that provide for planned economic growth in the City and neighboring communities.
- Support continued development of the SBCTA Non-Motorized Transportation Plan.
- Support expanded public transit options, particularly routes serving Ontario Ranch, Downtown Ontario and the Ontario Airport Metro Center.
- Pursue funding for full bus rapid transit service infrastructure on Holt Boulevard, including center lanes, stations, street widening, and entitlements from Vineyard Avenue to Benson Avenue.
- Pursue Measure I funding for pavement improvement, grade separation projects, and interchange replacements.
- Preserve the City's water rights and encourage regional plans to mitigate drought conditions.
- Support reform of SCAQMD policies to mitigate impacts on the city and regional economy.
- Support accountability measures to increase communication with regional agencies seeking to implement fee increases.



CITY OF ONTARIO

Agenda Report
January 21, 2020

SECTION:
CONSENT CALENDAR

SUBJECT: IMPLEMENTATION OF VOLUNTARY WATER CONSERVATION STAGE

RECOMMENDATION: That the City Council revoke the Stage 2 water conservation measures (Section 6-8.27 of the Ontario Municipal Code) and implement the Voluntary Conservation Stage of the City's Municipal Code Water Conservation Plan (Section 6-8.25 of the Ontario Municipal Code).

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

FISCAL IMPACT: The change to the voluntary conservation stage will have no fiscal impact to the General Fund.

BACKGROUND: On August 19, 2014, the City Council declared a water shortage and approved implementation of Stage 1 of the City's Municipal Code Water Conservation Plan (as described in Section 6-8.26 of the Ontario Municipal Code, Title 6, Chapter 8A), consistent with the State Water Resources Control Board (SWRCB) Emergency Conservation Regulations approved in July 2014.

In response to statewide severe drought conditions, on April 1, 2015, then-Governor Jerry Brown signed an Executive Order requiring water suppliers in California to collectively reduce potable water use by 25%, beginning June 1, 2015, and continuing through February 28, 2016. On May 15, 2015, the City Council approved implementing Stage 2 of the City's Water Conservation Plan (as described in Section 6-8.27 of the Ontario Municipal Code, Title 6, Chapter 8A) to achieve this mandate. As a result of the City's coordinated conservation efforts including education and outreach, the City achieved an average water usage reduction of approximately 20% during the period.

On May 9, 2016, the Governor issued an Executive Order directing the SWRCB to extend the Emergency Conservation Regulations through January 2017 with numerous changes including a self-certification to replace the assigned percentage of water use reduction. The City self-certified that it had adequate water supply to meet 100% of its demands, and therefore a conservation target of 0% could be reported to the SWRCB. The City remained at Stage 2 as Southern California began to recover

STAFF MEMBER PRESENTING: Scott Burton, Utilities General Manager

Prepared by: Amy Bonczewski
Department: MU/Water Resources

City Manager Approval: 

Submitted to Council/O.H.A. 01/21/2020

Approved: _____

Continued to: _____

Denied: _____

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from the drought and as the State contemplated various approaches to permanent conservation regulations.

In 2018, the Legislature approved and the Governor signed AB 1668 and SB 606 intended to make water conservation a way of life. Rather than impose mandatory water conservation measures, the legislation addresses conservation by urban water retailers such as the City. The proposed change to voluntary conservation is consistent with those requirements and the City's self-certification.

City staff is now recommending that the City implement the Voluntary Conservation Stage as described in Section 6-8.25 of Ontario Municipal Code, Title 6, Chapter 8A. Current water conditions, which include above average rainfall and an increase in available imported water, warrant the City moving from mandatory to voluntary conservation.

Below is a summary of the specific water efficiency recommendations in the Voluntary Conservation Stage of the City's Water Conservation Plan.

All persons are encouraged to voluntarily limit the amount of water used to the amount necessary for health and safety, business operations and irrigation. Except as otherwise provided where a declared water shortage stage or water shortage emergency requires mandatory or other more stringent requirements, the following elements of conservation apply at all times on a voluntary basis by all persons within the City:

- a) Avoid hose washing of sidewalks, walkways, driveways, parking areas or other paved surfaces, except as required for sanitary purposes. If a person uses a hand-held hose to wash any sidewalk, walkway, driveway, parking area or other paved surface, the hose shall be equipped with a positive shutoff nozzle.
- b) Wash motor vehicles, trailers, boats, and other types of mobile equipment using a handheld bucket or hose equipped with a positive shutoff nozzle for quick rinses, or at the immediate premises of a commercial car wash or with recycled wastewater for approved uses.
- c) Avoid using water to clean, fill or maintain levels in decorative fountains, ponds, lakes or other similar aesthetic structures unless such water is part of a recycling system.
- d) Encourage restaurants, hotels, cafes, cafeterias or other public places where food is sold, served or offered for sale, to serve drinking water only to those customers expressly requesting water.
- e) Promptly repair all leaks from indoor and outdoor plumbing fixtures.
- f) Avoid watering lawn, landscape or other turf areas more than every other day and during the hours between 6:00 a.m. and 6:00 p.m.
- g) Avoid causing or allowing the water to run off landscape areas into adjoining streets, sidewalks or other paved areas due to incorrectly directed or maintained sprinklers or excessive watering.

The myOntario app and City website include a Water Waste Form where customers can report water waste incidents, which are followed up on by City staff with a focus on education. Staff believes that Ontario residents and businesses will continue to save water and recommend empowering customers with water use efficiency tips and offering various conservation rebate programs as the primary method of reducing water use. The City has additional information and resources available to its residents and businesses at www.OntarioWaterWise.org.

CITY OF ONTARIO

Agenda Report
January 21, 2020

SECTION:
CONSENT CALENDAR

SUBJECT: A PLANNED UNIT DEVELOPMENT, (FILE NO. PUD19-001), TO ESTABLISH THE DEVELOPMENT STANDARDS, DESIGN GUIDELINES AND INFRASTRUCTURE REQUIREMENTS TO FACILITATE THE DEVELOPMENT OF A COMMERCIAL DEVELOPMENT ON 0.36 ACRES OF LAND LOCATED AT THE NORTHWEST CORNER OF EUCLID AVENUE AND E STREET (110 WEST E STREET AND 511 NORTH EUCLID AVENUE), WITHIN THE MU-1 (DOWNTOWN MIXED USE) AND EA (EUCLID AVENUE OVERLAY) ZONING DISTRICTS (APNS: 1048-355-09 AND 1048-355-10)

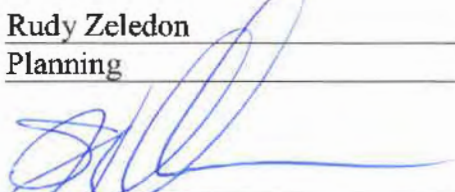
RECOMMENDATION: That the City Council consider and adopt an ordinance approving a Planned Unit Development, File No. PUD19-001, establishing development standards, design guidelines and infrastructure requirements to facilitate a commercial development (Starbucks Coffee) at the northwest corner of Euclid Avenue and E Street.

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: None.

BACKGROUND: On December 17, 2019, the City Council introduced and waived further reading of an ordinance approving the Planned Unit Development. The project site is comprised of 0.36-acres of developed land located at the northwest corner of Euclid Avenue and E Street (110 West E Street and 511 North Euclid Avenue), within the MU-1 (Downtown Mixed Use) and EA (Euclid Avenue Overlay) zoning districts. The project site is currently developed with a parking lot on the southeast, a commercial building (furniture store) on the north and a commercial building on the west area of the site. Properties surrounding the project site all lie within the MU-1 (Downtown Mixed Use) zoning district and are occupied by a mix of land uses, including commercial to the north, south, west and two gas stations across Euclid Avenue to the east.

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

Prepared by: Rudy Zeledon
Department: Planning
City Manager Approval: 

Submitted to Council/O.H.A. 01/21/2020
Approved: _____
Continued to: _____
Denied: _____

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The project site is located within the Center City Redevelopment Project Area, established in 1983. While the practice of redevelopment was eliminated by the State, the Center City Redevelopment Project Area Plan is still in effect and encourages the development of a high intensity, multi-use central business district. In addition, The Ontario Plan (“TOP”) Policy Plan (General Plan) contains goals and policies for the City’s Downtown and East Holt Mixed Use Areas, which further support the goals of the Center City Redevelopment Project Area Plan.

The Policy Plan specifies that the Downtown Mixed-Use Area is to be implemented through the approval of an Area Plan or Planned Unit Development (“PUD”) prior to the development of properties within the area. In compliance with this requirement, the Applicant, Hannibal Petrossi, has submitted the Euclid Avenue and E Street Planned Unit Development (included as “Attachment A” to the attached ordinance), which is consistent with the vision, goals and policies of the Policy Plan.

The Euclid Avenue and E Street Planned Unit Development (PUD) is intended to function as a set of planning and design principles, development regulations, and performance standards to guide and govern the development of the 0.36-acre site. This PUD will facilitate the development (File No. PDEV19-038) to construct a 2,430 square foot drive-thru restaurant (Starbucks Coffee), with a 480 square foot outdoor covered patio. The proposed Starbucks Coffee will contribute to the City’s goals of revitalizing and aesthetically enhancing the historic downtown area.

Key components of the PUD include the following:

[a] *Land Use and Development Regulations* — Consistent with the requirements of the MU-1 (Downtown Mixed-Use) zoning district, the proposed PUD allows for uses intended to encourage retail, commercial and entertainment uses to service local residents, visitors and employees, and attract pedestrian traffic within the downtown area. The development regulations set forth in the PUD will govern the placement, height, and bulk of permitted buildings and structures; to establish locational criteria for vehicular access to the site, parking and loading requirements, landscape standards, and sign standards; and, identify historic preservation features to be incorporated and/or considered for development plans. Buildings may be developed to a maximum height of 35 feet. Building setbacks are limited to 0 to 3.5 feet from the Euclid Avenue right-of-way and 0 to 10 feet from the E Street right-of-way, 0 feet from interior property line and 5 feet from rear (adjacent to alley).

[b] *Landscaping and Drainage* — Landscaping elements provide significant contributions to the aesthetic quality and character of Euclid Avenue and the historic downtown area, with respect to public and private spaces. The PUD requires the use of “California friendly,” low-water using plant materials and a water efficient irrigation system with weather-based controllers consistent with Assembly Bill 1881 and other applicable State laws.

[c] *Design Guidelines* — Section 6.8 (*Architectural Character\Details*) of the Euclid Avenue and E Street PUD complies with the Ontario Downtown Design Guidelines pertaining to the historic downtown district. The Downtown Ontario Design Guidelines were adopted in 1998 to guide the physical revitalization of Ontario’s historic downtown. The Guidelines provide architectural and design principals, as well as design concepts for downtown districts. The project area is located within the Historic Retail District, a mixed-use area with a focus on housing, commercial and retail. The design principles and desired architectural features required by the PUD are derived from the architectural style and elements set forth in Section 3.5.3 of the Downtown Design Guidelines and in Section 2A.4.3.2 Design Guidelines

for Context Buildings in the 1950's styles subdistrict for new in-fill development. The guidelines focus on key design elements such as storefront modulation, entrances, roof design, mechanical equipment, building elements (cornices, storefront frame, mid-floor panel, transom windows, bulkheads), awnings, materials and colors.

On November 26, 2019, the Planning Commission conducted a public hearing to consider the above-described PUD. After considering all public testimony on the application, the Planning Commission voted unanimously (6-0) to approve a resolution recommending that the City Council approve the Euclid Avenue and E Street PUD. In conjunction with the proposed Euclid Avenue and E Street PUD, the Planning Commission approved a Development Plan (File No. PDEV19-038) and Certificate of Appropriateness (File No. PHP19-009) to construct a 2,430 square foot drive-thru restaurant (Starbucks Coffee), with a 480 square foot outdoor covered patio.

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 proposed project is categorically exempt from the requirements of the California Environmental Quality Act of 1970 (CEQA), as amended, and the Guidelines promulgated thereunder, pursuant to Section 15332 (Class 32, In-Fill Development Projects) of the CEQA Guidelines, and meets all of the following conditions: [1] The Project is consistent with the applicable general plan designation and all applicable general plan policies, as well as the applicable zoning designation and regulations; [2] The proposed development occurs within city limits, on a project site of no more than five acres, and is substantially surrounded by urban uses; [3] The project site has no value as habitat for endangered, rare, or threatened species; [4] Approval of the Project will not result in any significant effects relating to traffic, noise, air quality, or water quality; and [5] the Project site can be adequately served by all required utilities and public services.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PUD19-001, A PLANNED UNIT DEVELOPMENT (EUCLID AVE AND E STREET) TO ESTABLISH DEVELOPMENT STANDARDS, DESIGN GUIDELINES AND INFRASTRUCTURE REQUIREMENTS TO FACILITATE A COMMERCIAL DEVELOPMENT ON 0.36 ACRES OF LAND LOCATED AT THE NORTHWEST CORNER OF EUCLID AVENUE AND E STREET (110 WEST E. STREET AND 511 N. EUCLID AVENUE), WITHIN THE MU-1 (DOWNTOWN MIXED USE) AND EA (EUCLID AVENUE OVERLAY) ZONING DISTRICTS, AND MAKING FINDINGS IN SUPPORT THEREOF—APNS: 1048-355-09 AND 1048-355-10.

WHEREAS, Hannibal Petrossi ("Applicant") has filed an Application for the approval of a Planned Unit Development, File No. PUD19-001, as described in the title of this Ordinance (hereinafter referred to as "Application" or "Project"); and

WHEREAS, the Application applies to 0.36 acre of land generally located on the north west corner of Euclid Avenue and E Street at 110 West E. Street and 511 N. Euclid Avenue within the MU-1 (Mixed Use Downtown) zoning and EA (Euclid Avenue Overlay) zoning districts, and is presently improved with a parking lot on the southeast area of the site, a commercial building (furniture store) on the north and commercial building on the west; and

WHEREAS, the property to the north of the Project site is within the MU-1 (Mixed Use Downtown) zoning district and is developed with commercial land use. The properties to the east, across Euclid Avenue, are within the MU-1 (Mixed Use Downtown) zoning district and are developed with two service stations. The property to the south is within the MU-1 (Mixed Use Downtown) zoning district and is developed with a commercial use. The property to the west is within the MU-1 (Mixed Use Downtown) zoning district, and is developed with a commercial use; and

WHEREAS, the project site is located within the Center City Redevelopment Project Area, established in 1983. While the practice of redevelopment was eliminated by the State, the Center City Redevelopment Project Area Plan is still in effect, and encourages the development of a high intensity, multi-use central business district. In addition, The Ontario Plan ("TOP") Policy Plan (General Plan) contains goals and policies for the City's Downtown and East Holt Mixed Use Areas, which further support the goals of the Center City Redevelopment Project Area Plan; and

WHEREAS, the Center City Redevelopment Project Area Plan envisions revitalization of the City's Downtown Mixed-Use Area, in part, by infusing medium and high-density residential developments, and mixed-use developments, into the area. The Policy Plan was established to further this vision and provides for the creation of low-rise developments (up to 5 stories in height) consisting of a mixture of retail, office and residential uses, for the purpose of creating identity and place in the Downtown Mixed-Use Area; and

WHEREAS, The Ontario Plan describes the Downtown Mixed-Use Area as an intensive vertical and horizontal mixture of retail, office, and residential uses in a pedestrian friendly atmosphere where the historic character is prominent. The most intensive uses are envisioned along Euclid Avenue and Holt Boulevard. The Downtown Mixed-Use Area is the historic heart of Ontario, which has a unique blend of historic, social and cultural uses set in a compact street grid. The Downtown Mixed-Use Area includes the Civic Center, City library and surrounding diverse residential neighborhoods that provide increased demand for retail opportunities along Euclid Avenue, Holt Boulevard and B Street; and

WHEREAS, the Policy Plan specifies that the Downtown Mixed-Use Area is to be implemented through the approval of an Area Plan or Planned Unit Development ("PUD") prior to the development of properties within the area. In compliance with this requirement, the Applicant has submitted the Euclid Avenue and E Street Planned Unit Development (included as Attachment "A" to this Ordinance), which is consistent with this vision, and the goals and policies of the Policy Plan; and

WHEREAS, the purpose of the PUD is to secure a fuller realization of the Policy Plan than would result from the strict application of present zoning district regulations and to: [a] promote high standards in urban design; [b] encourage the development of exceptionally high quality, mixed-use, medium to high intensity projects, while establishing regulations and standards for uses with unique regulatory and design needs; and [c] ensure harmonious relationships with surrounding land uses. In addition, the Euclid Avenue and E Street Planned Unit Development is intended to function as a set of planning and design principles, development regulations, and performance standards to guide and govern the development of the 0.36-acre site. This PUD will facilitate the development of retail and commercial services that will help achieve the City's goals of revitalizing and aesthetically enhancing the historic downtown area; and

WHEREAS, PUD is comparable to a Specific Plan in that it sets development regulations that are unique to a specific area; however, it is also unlike a Specific Plan in that a PUD is typically intended to apply to a single development project or several interrelated development projects that function together as a single, comprehensive project; and

WHEREAS, in conjunction with the proposed Euclid Avenue and E Street PUD, the Applicant has submitted a Development Plan (File No. PDEV19-038) and Certificate of Appropriateness (File No. PHP19-009) to construct a 2,430 square foot drive-thru restaurant (Starbucks Coffee), with a 480 square foot outdoor covered patio; and

WHEREAS, the Application is a project pursuant to the California Environmental Quality Act (commencing with Public Resources Code Section 21000), hereinafter referred to as "CEQA"; and

WHEREAS, the Project is exempt from CEQA pursuant to a categorical exemption (listed in CEQA Guidelines Article 19, commencing with Section 15300) and the application of that categorical exemption is not barred by one of the exceptions set forth in CEQA Guidelines Section 15300.2; and

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

WHEREAS, the Project has been reviewed for consistency with the Housing Element of the Policy Plan component of The Ontario Plan, as State Housing Element law (as prescribed in Government Code Sections 65580 through 65589.8) requires that development projects must be consistent with the Housing Element, if upon consideration of all its aspects, it is found to further the purposes, principals, goals, and policies of the Housing Element; and

WHEREAS, the Project is located within the Airport Influence Area of Ontario International Airport, which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and is subject to, and must be consistent with, the policies and criteria set forth in the Ontario International Airport Land Use Compatibility Plan (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 November 26, 2019, the Planning Commission of the City of Ontario approved Development Plan (File No. PDEV19-038) and Certificate of Appropriateness (File No. PHP19-009) to construct a 2,430 square foot drive-thru restaurant (Starbucks Coffee), with a 480 square foot outdoor covered patio, contingent upon City Council approval of the Euclid Avenue and E Street PUD (File No. PUD19-001); and

WHEREAS, on November 26, 2019, the Planning Commission of the City of Ontario conducted a hearing to consider the Project and concluded said hearing on that date, voting to issue Resolution No. PC19-090 recommending the City Council approve the Application; and

WHEREAS, on December 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 Ordinance have occurred.

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

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

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

(2) The Project is categorically exempt from the requirements of the California Environmental Quality Act of 1970 (CEQA), as amended, and the Guidelines promulgated thereunder, pursuant to Section 15332 (Class 32, In-Fill Development Projects) of the CEQA Guidelines, and meets all of the following conditions: [1] The Project is consistent with the applicable general plan designation and all applicable general plan policies, as well as the applicable zoning designation and regulations; [2] The proposed development occurs within city limits, on a project site of no more than five acres, and is substantially surrounded by urban uses; [3] The project site has no value as habitat for endangered, rare, or threatened species; [4] Approval of the Project will not result in any significant effects relating to traffic, noise, air quality, or water quality; and [5] the Project site can be adequately served by all required utilities and public services; and

(3) The application of the categorical exemption is not barred by one of the exceptions set forth in CEQA Guidelines Section 15300.2; and

(4) The determination of CEQA exemption reflects the independent judgment of the City Council.

SECTION 2. *Housing Element Compliance.* Pursuant to the requirements of California Government Code Chapter 3, Article 10.6, commencing with Section 65580, as the decision-making body for the Project, the City Council finds that based on the facts and information contained in the Application and supporting documentation, at the time of Project implementation, the project is consistent with the Housing Element of the Policy Plan (General Plan) component of The Ontario Plan, as the project site is not one of the properties in the Available Land Inventory contained in Table A-3 (Available Land by Planning Area) of the Housing Element Technical Report Appendix.

SECTION 3. *Ontario International Airport Land Use Compatibility Plan ("ALUCP") Compliance.* The California State Aeronautics Act (Public Utilities Code Section 21670 et seq.) requires that an Airport Land Use Compatibility Plan be prepared for all public use airports in the State; and requires that local land use plans and individual development proposals must be consistent with the policies set forth in the adopted Airport Land Use Compatibility Plan. On April 19, 2011, the City Council of the City of Ontario approved and adopted the ALUCP, establishing the Airport Influence Area for Ontario International Airport (hereinafter referred to as "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 PUD, or amendment thereto, is consistent with the goals, policies, plans and exhibits of the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan.*** The proposed project is located within the Downtown Mixed-Use land use district of the Policy Plan Land Use Map, and the MU-1 (Downtown Mixed Use) zoning district. The development standards and conditions under which the proposed project will be constructed and maintained, is consistent with the goals, policies, plans, and exhibits of the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan.

(2) ***The proposed PUD, or amendment thereto, would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City.*** The City has required certain safeguards, and has required certain changes, which have been established to ensure that: [i] the purposes of the Planned Unit Development are maintained; [ii] the project will not endanger the public health, safety or general welfare; [iii] the project will not result in any significant environmental impacts; [iv] the project will be in harmony with the area in which it is located; and [v] the project will be in full conformity with the Vision, City Council Priorities and Policy Plan components of The Ontario Plan.

(3) ***In the case of an application affecting specific property(ies), the proposed PUD, or amendment thereto, will not adversely affect the harmonious relationship with adjacent properties and land uses.*** A thorough review and analysis of the proposed project and its potential to adversely impact properties surrounding the subject site was completed by City staff. As a result of this review, certain design considerations were incorporated into the project to mitigate identified impacts to an acceptable level, including the use of upgraded materials, the inclusion of certain architectural design elements on building exteriors, intensified landscape elements, and decorative hardscape elements.

(4) ***In the case of an application affecting specific property(ies), the subject site is physically suitable, including, but not limited to, parcel size, shape, access, and availability of utilities, for the request and anticipated development.*** In preparing the proposed PUD, a thorough review and analysis of the proposed project and the project site's physical suitability for the proposed project was completed, including analysis of the project size, shape, intensity of development, building height, building setbacks, site access, site landscaping and drainage, fences and walls, vehicle circulation, pedestrian connections, availability of mass transit, necessary street dedication and easements, public right-of-way improvements, availability of utilities and

other infrastructure needs, off-street parking and circulation, building orientation and streetscapes, architectural character, building materials and color, and site signage.

(5) ***The proposed PUD is superior to that which could be obtained through the application of the Development Code or a specific plan.*** The proposed PUD addresses aspects of the project that are specifically related to the Development Plan proposed in conjunction with the PUD application, including necessary building setbacks, site access points, off-street parking and site circulation, and architectural character.

SECTION 5. City Council Action. Based upon the findings and conclusions set forth in Sections 1 through 4, above, the City Council hereby APPROVES the herein described PUD, attached hereto as "Attachment A," and incorporated herein by this reference.

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

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

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

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

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

PASSED, APPROVED, AND ADOPTED this 21st day of January 2020.

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 Ordinance No. 3152 was duly introduced at a regular meeting of the City Council of the City of Ontario held December 17, 2019 and adopted at the regular meeting held January 21, 2020, 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. 3152 duly passed and adopted by the Ontario City Council at their regular meeting held January 21, 2020 and that Summaries of the Ordinance were published on December 24, 2019 and January 28, 2020, in the Inland Valley Daily Bulletin newspaper.

SHEILA MAUTZ, CITY CLERK

(SEAL)

ATTACHMENT A:

**File No. PUD19-001;
Euclid Avenue and E Street Planned Unit Development**

(Document follows this page)



PLANNED UNIT DEVELOPMENT

**PREPARED BY:
HANNIBAL PETROSSI
1300 BRISTOL STREET NORTH, SUITE 270
NEWPORT BEACH, CA 92660
AND
CITY OF ONTARIO PLANNING DEPARTMENT**

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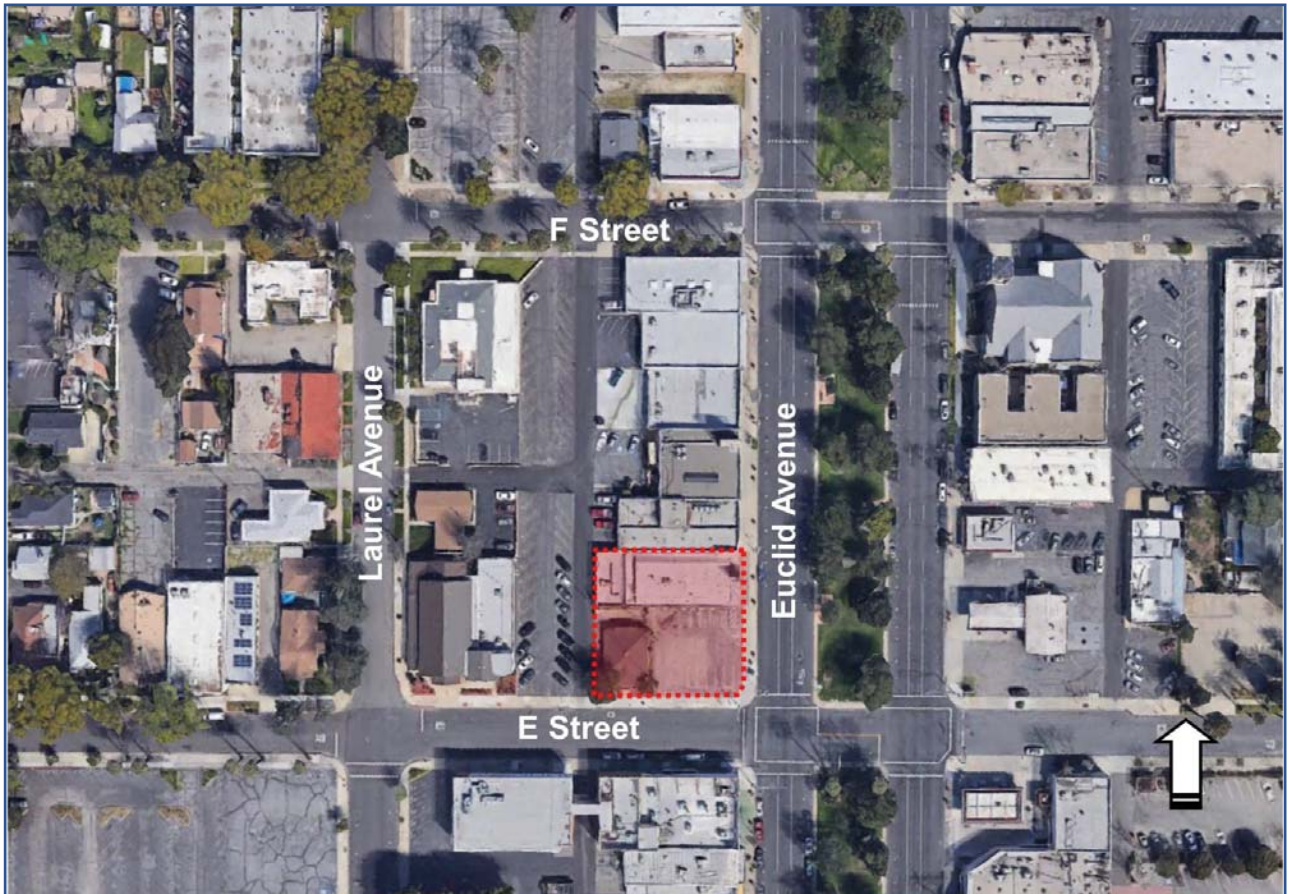
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1. INTRODUCTION

This document is intended to function as a set of planning and design principles, development regulations and performance standards to guide and govern the development of 2 parcels located on the northwest corner of Euclid Avenue and E Street (see Exhibit 1-1, PUD Location Map).

The Euclid Avenue and E Street Planned Unit Development (PUD) will replace the existing zone district designations and zoning standards that apply to the affected properties. Unless otherwise defined herein, definitions and interpretations contained in the Development Code shall apply. City staff and private developers will rely on this PUD to determine whether precise plans for development ("Development Plans") will adequately meet the City's land use and design objectives.

Exhibit 1-1: PUD Location Map

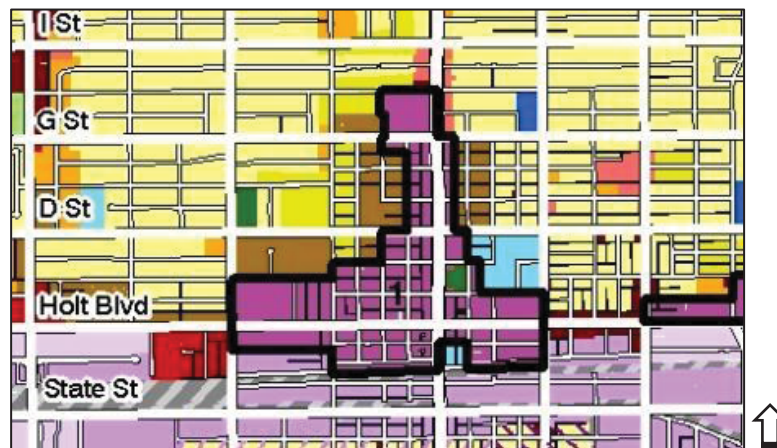


2. PUD OBJECTIVES

2.1 THE ONTARIO PLAN (TOP) CONSISTENCY

The Ontario Plan Policy Plan (General Plan) designates the project area and surrounding properties as MU-1 (Downtown Mixed-Use). The Ontario Plan describes the Downtown Mixed Use Area as an intensive vertical and horizontal mixture of retail, office, and residential uses in a pedestrian friendly atmosphere where the historic character is prominent. The most intensive uses are envisioned along Euclid Avenue and Holt Boulevard. The Downtown Mixed Use Area is the historic heart of Ontario, which has a unique blend of historic, social and cultural uses set in a compact street grid. The Downtown Mixed-Use Area includes the Civic Center, City library and surrounding diverse residential neighborhoods that provide increased demand for retail opportunities along Euclid Avenue, Holt Boulevard and B Street. The densities and intensities of the mixed use designation represented within The Ontario Plan (TOP) are the intended level of anticipated development; however, individual projects may vary depending upon an approved master plan, such as an area plan, specific plan, or planned unit development.

Exhibit 1-2: Downtown Mixed Use Area



The Euclid Avenue and E Street PUD is consistent with the principles, goals and policies contained within the components that make up The Ontario Plan (TOP), including: (1) Vision, (2) Policy Plan (General Plan), and (3) City Council Priorities. The policies furthered by this PUD are as follows:

1. Vision

On February 13, 2007, the Ontario City Council adopted The Ontario Vision. The central theme that motivates the Vision is – “A sustained, community-wide prosperity which continuously adds value and yields benefits.” Everything the City does and every action the City takes is done with the simple yet comprehensive theme in mind, from the design quality of the built environment, to the intent of designing socio-economic

programs, to the way in which its leaders govern as a community. In discussing a Vision that would endure for the lifetime of The Ontario Plan (30 years or more), the City Council recognized that there are four components that serve as the basic building blocks that set the foundation for a unified and prosperous community. These foundational blocks must be expressed and widely accepted throughout the Plan's lifetime. They are:

1. A **Dynamic Balance** that enables our community to confront the continued dynamic growth of the region and technological change with confidence and a sense of opportunity.
2. A **Prosperous Economy** that sustains the perception and reality of prosperity across our entire community that positively impacts all the people of Ontario and is broadly – though not uniformly – shared.
3. **Distinctive Development** that integrates our varied and diverse focal points, districts, villages, and neighborhoods to provide a feeling of coherence without sacrificing uniqueness.
4. **Recognized Leadership** in local governance that stimulates excellence and serves to unify the people of Ontario in support of best practices in conducting public endeavors.

Euclid Avenue and E Street PUD will implement the Ontario Vision in several ways that will further the City's desire to be a sustainable and prosperous community.

DISTINCTIVE DEVELOPMENT

Commercial and Residential Development

- The PUD will support, the City's Civic Center area, new multifamily developments and surrounding existing residential neighborhoods by providing the increased demand for retail uses in a more pedestrian friendly atmosphere.
- The PUD will seek to ensure additional mix of retail uses in the downtown that will provide a services to the surrounding community and Civic Center area.

Design Quality

- The PUD will require a well-designed project(s) that conveys visual interest and character through:
 - Appropriate scale and massing
 - Architectural style and design that are complementary and appropriate for its setting.
 - The use of high quality materials that will create visual interest, high quality, durable and appropriate for the architectural style.
 - Appropriate Site Planning to ensure building orientation visibility from the street, adequate number of driveways, sidewalks, building setbacks,

parking lot orientation, adequate refuse storage areas and well-designed street frontages.

Public Safety

- The PUD will ensure that proper exterior lighting standards be located and designed to minimize direct glare beyond parking lots and future residential development/ or mixed-use projects in the downtown area. In addition, per the Ontario Police Department, to ensure that all lighting standards comply with the one-foot candle illumination to provide a level of security and public safety within the retail center.

2. Policy Plan

LAND USE ELEMENT

LU1 Balance

Goal LU1: A community that has a spectrum of housing types and price ranges that match the jobs in the City and that make it possible for people to live and work in Ontario and maintain a quality of life.

The PUD, through the development of retail and commercial uses, will help provide jobs to support the existing and new development within the surrounding downtown area.

Policies

- *LU1-3 Adequate Capacity. We require adequate infrastructure and services for all development.*

The PUD, along with the future development entitlements for the site, will require the necessary infrastructure to serve the site and provide the necessary right-of-ways dedication for street widening.

- *LU1-4 Mobility. We require development and urban design, where appropriate, that reduces reliance on the automobile and capitalizes on multi-modal transportation opportunities.*

TOP Mobility Element System (Figure M-1) identifies Euclid Avenue as future Bus Rapid Transit (BRT) Corridor. The PUD will seek to capitalize pedestrian traffic, vehicle and future BRT ensuring a mix of retail and commercial uses and business that will provide a variety of goods and service to the surrounding community and the future Buss Rapid Transit (BRT) users.

LU2 Compatibility

Goal LU2: Compatibility between a wide range of uses.

The PUD, through land use regulations for permitted uses, have ensured that those permitted uses allowed within the PUD are compatible with the downtown and surrounding area and not allow those uses that may have potential to create adverse impacts to the surrounding area.

Polices:

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

The project area is zoned MU-1 (Downtown Mixed-Use) and requires that a PUD be implemented for the project area to establish the development standards, land use regulations and design guidelines. The permitted uses within PUD have been established to provide retail and commercial uses to serve the downtown, Civic Center and surrounding residential area. Careful consideration has been given to ensure that permitted uses that may have potential to create adverse impacts to the surrounding area are not allowed.

- *LU2-2 Buffers. We require new uses to provide mitigation or buffers between existing uses where potential adverse impacts could occur.*

The PUD, through the site planning, requires the that future building(s) developed on the site shall be placed along the frontage of Euclid Avenue to keep a buffer between the future and exiting residential development to the west.

- *LU2-4 Regulation of Nuisances. We regulate the location, concentration and operations of potential nuisances.*

The project area is zoned MU-1 (Downtown Mixed-Use) and requires that a PUD be implemented for the project area to establish the development standards, land use regulations and design guidelines. The permitted uses within PUD have been established to provide retail and commercial uses to serve the downtown, Civic Center and surrounding residential area. Careful consideration has been given to ensure that permitted uses that may have potential to create adverse impacts to the surrounding area are not allowed. Those uses with operations that may have potential to create nuisances, will require discretionary approval through the Conditional Use Permit process.

- *LU2-5 Regulation of Uses. We regulate the location, concentration and operations of uses that have impacts on surrounding land uses.* The project area is zoned MU-1 (Downtown Mixed-Use) and requires that a PUD be implemented for the project area to establish the development standards, land use regulations and design guidelines. The permitted uses within PUD have been established to provide retail

and commercial uses to serve the downtown, Civic Center and surrounding residential area. Careful consideration has been given to ensure that permitted uses that may have potential to create adverse impacts to the surrounding area are not allowed.

LU3 Flexibility

Goal LU3: Staff, regulations and processes that support and allow flexible response to conditions and circumstances in order to achieve the Vision.

- *LU3-1 Development Standards. We maintain clear development standards which allow flexibility to achieve our Vision.*

To provide flexibility the densities and intensities of the mixed use designation represented within TOP are the intended level of anticipated development; however, individual projects may vary depending upon an approved master plan, such as an area plan, specific plan, or planned unit development. The project area is zoned MU-1 (Downtown Mixed-Use) and requires that a PUD be implemented for the project area to establish the development standards, land use regulations and design guidelines. The development standards within the PUD are intended to ensure quality and appropriate development to achieve TOP Vision for well-designed projects that convey visual interest.

COMMUNITY ECONOMICS ELEMENT

CE1 Complete Community

Goal CE1: A complete community that provides for all incomes and stages of life.

The permitted uses within PUD have been established to provide retail and commercial uses to enhance the economic growth of downtown and surrounding residential areas.

Policies:

- *CE1-7 Retail Goods and Services. We seek to ensure a mix of retail businesses that provide the full continuum of goods and services for the community.*

The permitted uses within PUD have been established to provide retail and commercial uses to serve the downtown and surrounding residential areas. These retail and commercial uses that will help to revitalize the downtown area and enhance its economic growth by much needed commercial and retail opportunities.

CE2 Place-Making

Goal CE2: A City of distinctive neighborhoods, districts, and corridors, where people choose to be.

The PUD will seek to ensure a mix a retail and commercial uses that will provide a variety of goods and services for the downtown and surrounding area. The PUD will seek to help revitalize the downtown area and enhance its economic growth by creating retail and commercial opportunities within a historic downtown setting. The PUD area will be distinctive through the requirement of well-designed project(s) that respect and complement the historic context of downtown consist with the Downtown Ontario Design Guidelines (Adopted in 1998) through

- Appropriate scale and massing
- Architectural style and design that are complementary and appropriate to for its setting.
- The use of high quality materials that will create visual interest, high quality, durable and appropriate for the architectural style.
- Appropriate site planning to ensure building orientation visibility from the street, adequate number of driveways and sidewalks. Building setbacks, parking lot orientation, adequate refuse storage areas and well-designed street frontages.

MOBILITY ELEMENT

M3 Public Transit

Goal M3: A public transit system that is a viable alternative to automobile travel and meets basic transportation needs of the transit dependent.

TOP Mobility Element System (Figure M-1) identifies Euclid Avenue as future Bus Rapid Transit (BRT) Corridor. The PUD will seek to capitalize pedestrian traffic, vehicle and future BRT ensuring a mix of retail and commercial uses and business that will provide a variety of goods and service to the surrounding community and the future Buss Rapid Transit (BRT) users. The PUD, along with the future development entitlements for the site, will require the necessary infrastructure to serve the site and provide the necessary right-of-ways dedication for street widening.

Policies:

- *M3-4 Bus Rapid Transit (BRT) Corridors. We work with regional transit agencies to implement BRT service to target destinations and along corridors, as shown in the Transit Plan.*

TOP Mobility Element System (Figure M-1) identifies Euclid Avenue as future Bus Rapid Transit (BRT) Corridor. The PUD will seek to capitalize pedestrian traffic,

vehicle and future BRT ensuring a mix of retail and commercial uses and business that will provide a variety of goods and service to the surrounding community and the future Buss Rapid Transit (BRT) users. The PUD, along with the future development entitlements for the site, will require the necessary infrastructure to serve the site and provide the necessary right-of-ways dedication for street widening.

COMMUNITY DESIGN

CD1 Image & Identity

Goal CD1: A dynamic, progressive city containing distinct neighborhoods and commercial districts that foster a positive sense of identity and belonging among residents, visitors, and businesses.

- To provide flexibility the densities and intensities of the mixed use designation represented within TOP are the intended level of anticipated development; however, individual projects may vary depending upon an approved master plan, such as an area plan, specific plan, or planned unit development. The project area is zoned MU-1 (Downtown Mixed-Use) and requires that a PUD be implemented for the project area to establish the development standards, land use regulations and design guidelines. The development standards within the PUD are intended to ensure quality and appropriate development to achieve TOP Vision for well-designed projects that convey visual that respect and complement the historic context of downtown.

Policies:

- *CD1-2 Growth Areas. We require development in growth areas to be distinctive and unique places within which there are cohesive design themes.*

The PUD will seek to ensure a mix a retail and commercial uses that will provide a variety of goods and services for the downtown and surrounding area. The PUD will seek to help revitalize the downtown area and enhance its economic growth by creating retail and commercial opportunities within a historic downtown setting. The PUD area will be distinctive through the requirement of well-designed project(s) that respect and complement the historic context of downtown consist with the Downtown Ontario Design Guidelines (Adopted in 1998) through:

- Appropriate scale and massing
- Architectural style and design that are complementary and appropriate to for its setting.
- The use of high quality materials that will create visual interest, high quality, durable and appropriate for the architectural style.
- Appropriate site planning to ensure building orientation visibility from the street, adequate number of driveways and sidewalks. Building setbacks,

parking lot orientation, adequate refuse storage areas and well-designed street frontages.

- *CD1-4 Transportation Corridors. We will enhance our major transportation corridors within the City through landscape, hardscape, signage and lighting.*

TOP Mobility Element System (Figure M-1) identifies Euclid Avenue as future Bus Rapid Transit (BRT) Corridor. The PUD will seek to capitalize pedestrian traffic, vehicle and future BRT ensuring a mix of retail and commercial uses and business that will provide a variety of goods and service to the surrounding community and the future Buss Rapid Transit (BRT) users. The PUD, along with the future development entitlements for the site, will require the necessary infrastructure to serve the site and provide the necessary right-of-ways dedication for street widening.

CD2 Design Quality

Goal CD2: A high level of design quality resulting in public spaces, streetscapes, and developments that are attractive, safe, functional and distinct.

Polices:

- *CD2-1 Quality Architecture. We encourage all development projects to convey visual interest and character through:*
 - building volume, massing, and height to provide appropriate scale and proportion;
 - a true architectural style which is carried out in plan, section and elevation through all aspects of the building and site design and appropriate for its setting; and
 - exterior building materials that are visually interesting, high quality, durable, and appropriate for the architectural style.

The PUD will seek to help revitalize the downtown area and enhance its economic growth by creating retail and commercial opportunities within a historic downtown setting. The PUD area will be distinctive through the requirement of well-designed project(s) that respect and complement the historic context of downtown consist with the Downtown Ontario Design Guidelines (Adopted in 1998) through:

- Appropriate scale and massing
- Architectural style and design that are complementary and appropriate to for its setting.
- The use of high quality materials that will create visual interest, high quality, durable and appropriate for the architectural style.
- Appropriate site planning to ensure building orientation visibility from the street, adequate number of driveways and sidewalks. Building setbacks,

parking lot orientation, adequate refuse storage areas and well-designed street frontages.

- *CD2-3 Commercial Centers. We desire commercial centers to be distinctive, pedestrian friendly, functional and vibrant with a range of businesses, places to gather, and connectivity to the neighborhoods they serve.*

The permitted uses within PUD have been established to provide retail and commercial uses to serve the downtown, Civic Center and surrounding residential area. The PUD will seek to capitalize on the downtown location by ensuring a mix a retail and commercial uses that will easily accessed by pedestrians through downtowns unique grid street pattern design.

- *CD2-5 Streetscapes. We design new and, when necessary, retrofit existing streets to improve walkability, bicycling and transit integration, strengthen connectivity, and enhance community identity through improvements to the public right of way such as sidewalks, street trees, parkways, curbs, street lighting and street furniture.*

The PUD, along with the future development entitlements for the site, will require the necessary infrastructure to serve the site and provide the necessary right-of-ways dedication and/or improvements.

- *CD2-9 Landscape Design. We encourage durable landscaping materials and designs that enhance the aesthetics of structures, create and define public and private spaces, and provide shade and environmental benefits.*

The PUD development standards will ensure landscape design and materials will be used to enhance the aesthetics of structure(s), create and define public and private spaces, and provide shade and environmental benefits.

- *CD2-10 Surface Parking Areas. We require parking areas visible to or used by the public to be landscaped in an aesthetically pleasing, safe and environmentally sensitive manner. Examples include shade trees, pervious surfaces, urban run-off capture and infiltration, and pedestrian paths to guide users through the parking field.*

The PUD development standards will ensure water conservation be provided through low water using plant materials, hydro zones, water efficient irrigation and weather based controllers. Landscaped areas may be used for storm water infiltration through vegetated swales, retention basins, or dry wells as needed with the use of appropriate planting materials. Broad canopy shade trees will be used to reduce heat gain on buildings, paving and parking areas.

City Council Priorities

- Invest in the Growth and Evolution of the City's Economy
- Maintain the Current High Level of Public Safety
- Operate in a Businesslike Manner
- Pursue City's Goals and Objectives by Working with Other Governmental Agencies
- Focus Resources in Ontario's Commercial and Residential Neighborhoods
- 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
- Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in Ontario Ranch

2.2 CENTER CITY REDEVELOPMENT PLAN OBJECTIVES

The Center City Project Area encompasses the historic Euclid Avenue District, as well as East Holt Boulevard. Ontario's City Hall and surrounding Civic Center, Senior Center, Ovitt Family Community Library, the Museum of History and Art, Ontario Town Square, and the Law School of the University of La Verne are all within the Center City Project Area. Development is designed to create an immediate and positive identity transforming the area into a comfortable place to stroll and be seen.

The current goals of the Center City Project include:

- Encourage development of a high intensity, multi-use central business district and surrounding neighborhoods that maximize the economic productivity of the commercial areas and maximize the housing opportunities of the residential areas.
- Apply innovative mixed use urban design that maintains a flexible approach to allow for changing opportunities over a long-term, phased revitalization effort.
- Create a healthy and exciting urban environment, with the ability to work, live, shop and play within a small area, combine daytime and nighttime use and conserve energy and resources through mixed use development.
- Cluster activity centers within walking distance of each other, supported by a pedestrian network that provides an enjoyable pedestrian flow.

2.3 PUD DISTRICT PURPOSE AND OBJECTIVES

The Euclid Avenue and E Street Planned Unit Development (PUD) is intended to function as a set of planning and design principles, development regulations, and performance standards to guide and govern the development of the 0.36 acre site. This PUD will facilitate the development of

retail and commercial services that will help achieve the City’s goals to economically revitalize and aesthetically enhance the historic downtown area.

The objectives of the PUD District are to:

- Promote development projects that are consistent with the land use/downtown revitalization objectives of the Center City Redevelopment Project area.
- Promote the revitalization the downtown area and enhance its economic growth by creating retail uses within a historic downtown setting.
- Promote community retail uses to meet the needs of the downtown residents, Civic Center visitors and surrounding residential neighborhoods.
- Promote the development of outdoor patio as part of the commercial development providing for social and pedestrian interaction.
- Orient commercial buildings along the frontage of Euclid Avenue to create an accessible urban edge and sense of arrival and appropriate relationships among new with existing adjacent land use.
- Provide for a circulation network which promotes pedestrian walkways and bicycle activity as alternative modes of travel while also providing for safe and efficient movement of automobile travel through the project site.
- Incorporate a landscape to enhance and compliment the urban environment along Euclid Avenue and E Street.

3. LAND USE PLAN

3.1 LAND USE DESIGNATION

This PUD establishes the MU-1 Commercial district and the land use designations, as shown on Exhibit 3-2, Permitted Use Table, for the project limits. Retail, commercial and entertainment uses are strongly encouraged along the Euclid Avenue corridor to service local residents and other commercial users, and attract pedestrian traffic within the downtown area.

Exhibit 3-1: Land Use District Map



3.2 PERMITTED USES

Table 3.2 (Permitted Uses) shows the allowable land use, activity or facility permitted within the Mixed Use 1 (MU-1) Commercial District of the Euclid Avenue and E Street PUD. A land use not listed in Table 3.2 shall be considered a prohibited land use. For a land uses similar to those listed in Table 3.2, but not expressly stated in the PUD, the Planning Director or her/his designee has the authority to make a determination of applicability of the similar land uses.

Table 3-2: Permitted Uses

“P” (permitted) shall mean the land use, activity, or facility within the specified zoning district is permitted by right of being in the proper zoning district.

“C” (conditionally permitted) shall mean the land use, activity, or facility within the specified zoning district is subject to the granting of a Conditional Use Permit pursuant to Section 4.02.025 (Conditional Use Permits) of this Development Code.

“A” (Administratively permitted) shall mean the land use, activity, or facility within the specified zoning district is subject to the granting of an Administrative Permit pursuant to Section 4.03.015 (Administrative Permits) of this Development Code.

“NP” (Not Permitted) shall mean the land use, activity, or facility within the specified zoning district is not permitted by right of being in the proper zoning district.

All other uses not listed as Permitted or Conditional are prohibited unless a finding can be made by the Planning Director that the use is similar to, and no more objectionable than, a permitted or conditional use.

Land Use	MU-1 Commercial	Notes
MEDICAL		
Animal Hospital/Veterinarian	NP	
Medical Office	NP	
MEDICAL OFFICE/FAMILY CLINIC		
Pharmacies and Drug Stores	P	
Pharmacies and Drug Stores with Drive-thru Facilities	P	Note 3
Industrial Clinic	NP	
PUBLIC FACILITIES		
Police / Fire Station	P	
Police Storefront / Substation	P	
RELIGIOUS		
Religious Assembly	C	
NON-PROFIT/SERVICE ORGANIZATIONS 501 (C) (3) (PER DEVELOPMENT CODE SECTION 9-101305 N)		
Campaign Offices	P	
Charitable, Philanthropic, Service and Other Non-Profit Organization Offices	P	
Charitable Distribution Services (i.e. Food Banks, etc.)	NP	
ALCOHOL		
Alcoholic Beverage Sales for Off-Premise Consumption	C	
Alcoholic Beverage Sales for On-Premise Consumption GFA than 10,000 SF	A/C	Note 2
Alcoholic Beverage Sales for On-Premise Consumption GFA more than 10,000 SF	C	Note 2
Liquor Store	NP	
AUTOMOBILE RELATED SERVICES		
Automotive Parts and Accessories Stores (Retail Sales Only)	NP	
Automotive Services (i.e. Tune-Up, Emission Tests, Batteries, etc. No use of impact wrenches or other equipment that could create noise impacts.)	NP	
Minor Repair (i.e. Brakes, tires, radiators, electrical, etc.)	NP	
Gas Stations	NP	
Tire Stores	NP	
Car Wash – Full	NP	
TELECOMMUNICATIONS FACILITIES		

Table 3-2: Permitted Uses

“**P**” (permitted) shall mean the land use, activity, or facility within the specified zoning district is permitted by right of being in the proper zoning district.

“**C**” (conditionally permitted) shall mean the land use, activity, or facility within the specified zoning district is subject to the granting of a Conditional Use Permit pursuant to Section 4.02.025 (Conditional Use Permits) of this Development Code.

“**A**” (Administratively permitted) shall mean the land use, activity, or facility within the specified zoning district is subject to the granting of an Administrative Permit pursuant to Section 4.03.015 (Administrative Permits) of this Development Code.

“**NP**” (Not Permitted) shall mean the land use, activity, or facility within the specified zoning district is not permitted by right of being in the proper zoning district.

All other uses not listed as Permitted or Conditional are prohibited unless a finding can be made by the Planning Director that the use is similar to, and no more objectionable than, a permitted or conditional use.

Land Use	MU-1 Commercial	Notes
Wireless Telecommunications Facility (Refer to the Development Code)		
DAY CARE FACILITIES		
Commercial Daycare	NP	
EATING DRINKING PLACES AND FOOD SERVICES		
Restaurants (Sit Down / Full Service)	P	
Banquet Facilities in conjunction with a restaurant	P	
Bar/Cocktail Lounge	C	
Fast Food	P	
Fast Food with Drive-thru Facilities	P	Note 3
ENTERTAINMENT AND RECREATION		
Live Entertainment (in conjunction with restaurant use only) – GFA than 10,000 SF	A/P	
Live Entertainment (in conjunction with restaurant use only) – GFA 10,000 or more SF	C	
OFFICES		
Administrative, Professional, and Other Offices	P	
RETAIL		
Antique Stores	P	
Art Galleries and Art Supply Store	P	
Beauty Supply Store	P	
Book Stores	P	
Hardware Store	P	
Camera and Photographic Supply Store	P	
Cigar and other Tobacco Products Store	NP	
Clothing and Accessory Stores	P	
Computer and Home Electronic Stores	P	
Florist	P	
Furniture Stores	P	
General Merchandise Stores	P	
Department Store	P	
Discount Variety Store	P	
Guns and Ammunition Stores	NP	
Hobby, Toy and Game Store	P	
Home Appliance Store	P	

Table 3-2: Permitted Uses

“P” (permitted) shall mean the land use, activity, or facility within the specified zoning district is permitted by right of being in the proper zoning district.

“C” (conditionally permitted) shall mean the land use, activity, or facility within the specified zoning district is subject to the granting of a Conditional Use Permit pursuant to Section 4.02.025 (Conditional Use Permits) of this Development Code.

“A” (Administratively permitted) shall mean the land use, activity, or facility within the specified zoning district is subject to the granting of an Administrative Permit pursuant to Section 4.03.015 (Administrative Permits) of this Development Code.

“NP” (Not Permitted) shall mean the land use, activity, or facility within the specified zoning district is not permitted by right of being in the proper zoning district.

All other uses not listed as Permitted or Conditional are prohibited unless a finding can be made by the Planning Director that the use is similar to, and no more objectionable than, a permitted or conditional use.

Land Use	MU-1 Commercial	Notes
Jewelry Store	P	
Luggage and Leather Goods	P	
Music and Video Stores	P	
Office Supply, Stationery & Gift Stores	P	
Pawnshop / Pawnbroker	NP	
Pet and Pet Supply Store	P	
Shoe Store	P	
FOOD AND BEVERAGE STORES		
Bakery	P	
Delicatessen	P	
Convenience Market	P	
Grocery Store	P	
Specialty Food Stores	P	
SERVICES		
Advertising Agency	P	
Data Processing Services	P	
Exterminating Service	P	
Equipment Sales and Rentals	P	
Photography Studio	P	
Photocopying and Duplicating Services	P	
FINANCIAL SERVICES		
Banks, Credit Unions and other Depository Institutions	P	
Banks, Credit Unions and other Depository Institutions with Drive-thru Facilities	P	Note 3
Check Cashing	NP	
Check / Payday Advance	NP	
Money Transmitting	NP	
Other Financial Services	NP	
PERSONAL SERVICES		
Barber Shop and Beauty / Nail Salon	P	
Dry Cleaners	P	
Dry Cleaners with Drive-Thru Facilities	P	Note 3
Laundry - Commercial	C	

Table 3-2: Permitted Uses

“**P**” (permitted) shall mean the land use, activity, or facility within the specified zoning district is permitted by right of being in the proper zoning district.

“**C**” (conditionally permitted) shall mean the land use, activity, or facility within the specified zoning district is subject to the granting of a Conditional Use Permit pursuant to Section 4.02.025 (Conditional Use Permits) of this Development Code.

“**A**” (Administratively permitted) shall mean the land use, activity, or facility within the specified zoning district is subject to the granting of an Administrative Permit pursuant to Section 4.03.015 (Administrative Permits) of this Development Code.

“**NP**” (Not Permitted) shall mean the land use, activity, or facility within the specified zoning district is not permitted by right of being in the proper zoning district.

All other uses not listed as Permitted or Conditional are prohibited unless a finding can be made by the Planning Director that the use is similar to, and no more objectionable than, a permitted or conditional use.

Land Use	MU-1 Commercial	Notes
Pet Grooming	P	
Tailor	P	
Travel Agency	P	
REPAIR SERVICES		
Computer, Home Electronics, and Small Home Appliances (when ancillary to another use)	NP	
Electrical Equipment	NP	
Jewelry and Watches / Clocks	P	
Locksmith / Key Shop	P	
RESIDENTIAL		
Multiple Family Dwellings	NP	
Second Dwelling Units	NP	
Senior Housing Developments	NP	
Single-Family Dwellings	NP	
Single Room Occupancy Facilities	NP	
Supportive Housing	NP	
Work/Live Units	NP	

Notes

1. In the MU-1 zoning district, live entertainment is administratively permitted only in conjunction with a bona fide restaurant or alcoholic beverage manufacturer’s tasting room.
2. See Ontario Development Code [Section 5.03.025 \(Alcoholic Beverage Sales\)](#): Alcoholic beverage sales is administratively permitted only in conjunction with a bona fide restaurant or alcoholic beverage manufacturer’s tasting room.
3. See Section 4.1.XX Drive Thru Standards of this PUD

4. DEVELOPMENT REGULATIONS

This section sets forth the standards to govern the placement, height, and bulk of permitted buildings and structures; to establish locational criteria for vehicular access to site, parking and loading requirements, landscape, sign standards; and identify historic preservation features to be incorporated and/or considered for development plans. Unless otherwise stated herein, all development within the project area shall meet the applicable standards and requirements of the Ontario Development Code.

4.1 INTENSITY

Commercial retail uses within the mixed-use district are allowed a Floor Area Ratio (FAR) of up to 1.0. Floor Area Ratio is calculated by dividing the building square footage by the net lot area (after right-of-way dedications).

4.2 BUILDING HEIGHT

The buildings within the MU-1 Commercial district area shall be a maximum of 35 feet or consistent with scale and height of the adjacent buildings along Euclid Avenue or E Street.

4.3 BUILDING\ PARKING SETBACKS

All setbacks shall be measured from the ultimate property lines after all dedications to develop streets to the ultimate right-of-way width (Table 4.1, Building Setback(s)). Placement of buildings, structures, fences, walls, utility facilities, yards, etc. will be based on the street rights-of-way and property line dimensions.

Table 4-1: Building(s) Setbacks		
MU-1 Commercial District Development Standards		
Requirements	MU-1 Commercial District	Additional Requirements
Building Development Standards		
1. Euclid Avenue Street Setback	0 Feet Minimum 3.5 Feet Maximum	Building Architectural features/awnings may encroach into the right-of-way, subject to the California Building Code requirements.
2. E Street Setback	0 Feet Minimum 10 Feet Maximum	Building Architectural features/awnings may encroach into the right-of-way, subject to the California Building Code requirements.
3. Interior Side Property Setbacks 4. Rear Property Setbacks	0 Feet Minimum 5 Feet Minimum	Setback areas shall be landscaped
Site Development Standards		
1. Minimum Landscape Coverage	10%	
2. Minimum Parking Space or Drive Aisle Setbacks to Street Property Line	5 feet	Setback areas shall be landscaped.
3. Minimum Parking Space or Drive Aisle Setbacks to Interior Side Property Lines	5 Feet	Setback areas shall be landscaped.
4. Minimum Parking Space or Drive Aisle Setbacks to Rear (Alley) property line	2.5 feet	Setback areas shall be landscaped.
5. Minimum Parking Space or Drive Aisle to buildings, walls or fences	5 Feet	Setback areas shall be landscaped.

4.4 LANDSCAPING

Landscaping elements provide significant contributions to the aesthetic quality and character of the Euclid Avenue and E Street PUD, with respect to public and private spaces. Detailed landscape/irrigation plans shall be included in the Development Plan submittals for the PUD. The plan shall specify all landscape and hardscape elements for the development plan site and indicate how the improvements will coordinate with the other sites within the PUD. The landscape plans shall show the location of all ground mounted utility structures such as transformers, back flow prevention devices, trash enclosures, and HVAC equipment and indicate the methods for screening these items. All utility structures and equipment shall be screened from view of the public streets and adjacent development.

Water conservation shall be provided through low water using plant materials, hydro zones, water efficient irrigation and weather based controllers. Landscaped areas may be used for storm water infiltration through vegetated swales, retention basins, or dry wells as needed with the use of appropriate planting materials. Broad canopy shade trees shall be used to reduce heat gain on buildings, paving and parking areas. The plan shall identify all existing trees on site and preserve them where possible. The landscape design shall meet the requirements of the Landscape Development Standards outlined in the Ontario Development Code and shall create well-functioning spaces within a sustainable design.

Landscaping shall be used on the site to show transition from adjacent uses, define a circulation pattern on the lot, screen the parking lot from the street, highlight entries, provide shade for parking as well as outdoor seating areas, and to soften the appearance of the building.

Developments shall comply with the following:

- The minimum amount of on-site landscaping, including defined plazas and courtyards, shall equal 15 percent of the net lot area.
- At a minimum, landscaping shall include 15-gallon trees planted no more than 20 FT on center, within minimum 5-FT wide planters.
- A suitable plant material (grasses, ivy, etc.) should be used as ground cover in planters.

Street trees shall comply with the variety, size, and spacing as directed by the City of Ontario Master Street Tree Plan. A minimum of fifteen (15%) percent of the site shall have landscaping, not including right-of-way or paved areas.

4.5 EQUIPMENT AND MECHANICAL SCREENING

All roof mounted and ground mounted equipment shall be fully screened from view of the public street and adjacent developments. The location of items shall be designed to allow screening with landscape materials, walls, architectural features, parapet walls, etc. Screening shall be designed to be integrated into the design of the project.

Ladders for roof access shall be mounted on the inside of the building or shall be completely concealed from public view.

4.6 FENCES AND WALLS

Fences and walls within the project area shall be made of decorative materials which are compatible with the overall architectural character of the development within the PUD area. All fences and walls shall be in scale with the development to fulfill such needs as screening and security.

Fences, walls and hedges within the project area shall comply with Engineering Corner Sight Distance Standards and other applicable standards. All decorative walls, monuments and/or other similar features shall not encroach into the public street right-of-way.

Walls shall be limited to a maximum of four (4) feet in height within any street frontage areas. Interior or rear walls shall be a maximum of six (6) feet in height.

Walls shall be an integral design of the building architecture and feature similar finished material, reveal lines, trim, etc.

5. CIRCULATION, PARKING & INFRASTRUCTURE

Access to the site will be limited to E Street or the western ally adjacent to the PUD area. Access onto Euclid Avenue will not be permitted.

5.1 PEDESTRIAN CONNECTIONS

Pedestrian connections shall be provided to each building from the public street within the PUD site. The Mixed-Use Commercial land use district shall also provide pedestrian pathways to connect all of the commercial developments as well as pedestrian pathways from the corner promoting public use of the corner patio.

5.2 PUBLIC RIGHT-OF-WAY IMPROVEMENTS

The public right-of-way shall be improved with each proposed development. The public right-of-way improvements required are to include, but are not limited to the following: street pavement, curb & gutter, parkway landscaping, parkway irrigation, public sidewalk, traffic signing and striping, street lights, bus stop, bus shelter and amenities. The extent of the required improvements shall be determined for each development plan. At a minimum, the improvements shall incorporate all items along the street frontages of the properties to be developed with proper transitioning if the entire block frontage is not being installed with a particular development.

5.3 INFRASTRUCTURE

There is an existing water line within E Street that shall serve the PUD site. Wastewater flows for the PUD site will be designed to use an existing 8 inch sewer line located within alley at the rear (west) of the project site.

On-site stormwater drainage facilities shall be provided to capture and infiltrate a 2-yr, 24-hour storm event, consistent with the San Bernardino County Stormwater Program's Water Quality Management Plan (WQMP) requirements for new development projects. Stormwater capture and infiltration facilities may include the utilization of vegetated swales, depressed landscaped basins, pervious concrete pavement or underground stormwater retention/infiltration vaults. All building roof and paved area runoff shall be directed into depressed landscaped swales, trenches or basins, within the development, in order to comply with the requirement to capture and infiltrate the 2-yr, 24-hour storm event runoff.

The Applicant/Developer will be responsible to design and construct street improvements, along property frontage of Euclid Avenue and E Street, in accordance with conditions issued by City's Engineering Land Development Division. These, and all other street improvements required

herein, shall include, but not limited to, concrete curb and gutter, sidewalk, LED street lights, signing and striping, and parkway landscaping.

Existing Street light fixtures, along Euclid Avenue and E Street will be required to be replaced with City-approved LED equivalent fixtures. Refer to the Traffic and Transportation Design Guidelines for LED fixture requirements. The type of street lighting will be determined at the time of development.

5.4 PARKING

Parking shall be provided on-site at the rates required by the City of Ontario Development Code. In addition, the Downtown Ontario Parking Model may be used to satisfy the on-site parking requirement. Parking lots shall be not be visible from the Euclid Avenue view corridor.

5.5 DRIVE-THRU FACILITIES

The following standards shall govern the establishment and operation of drive-thru facilities, and are intended to result in facilities that are well designed, encourage pedestrian activity, and enhance the commercial areas in which they located.

Drive-thru facilities shall be permitted for those uses identified in Exhibit X Permitted Use Table and where other uses deemed have been appropriate by the Zoning Administrator pursuant to the procedures established in Section 1.02.010 (Interpretations and Land Use Determinations) of the City of Ontario Development Code.

Uses incorporating drive-thru facilities shall comply with the following:

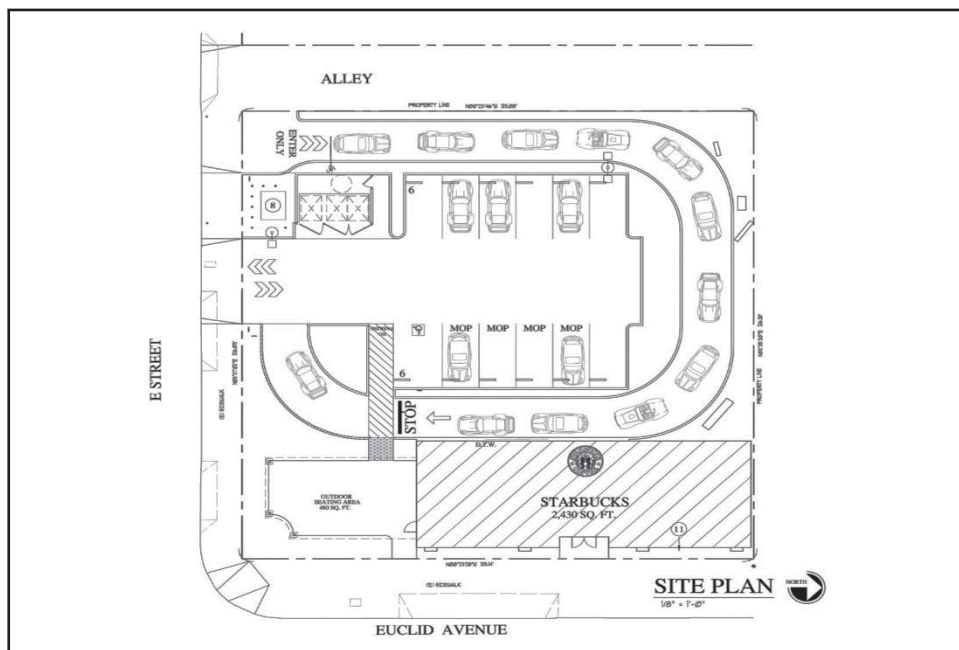
- No minimum lot area is required. The project must meet all setback, landscaping and parking requirements.
- The lot coverage shall exceed 40 percent of the lot area.
- The minimum floor area for businesses incorporating a drive-thru shall be 2,400SF (including enclosed floor area within a building and outdoor seating areas), with a minimum interior floor area of 2,000 SF.
- A minimum 25-FT landscaped setback shall be maintained between any drive-thru facility, including drive-up windows, drive-thru lane and menu/order stations, and any adjacent residentially zoned property or residential land use.
- The building shall maintain the minimum building and landscape setback prescribe in Table 4.1 (Building Setbacks). Design elements, such as trellises, may encroach into the setback when well integrated with the landscape.
- Decorative low garden walls shall be provided to screen the parking lot and drive-thru aisle from view of the public street, where necessary.
- Drive-thru lanes in conjunction with restaurants shall have a minimum length of 144 FT, measured from entry to pick-up window, which accommodates a minimum of 6 vehicles.

- Drive-thru lanes shall have a minimum width of 11 FT on straight sections and 12 FT on curved sections.
- Drive-up windows shall feature roofs, trellises or metal awning over drive-up windows. Posts supporting roofs or trellises should be substantial in appearance and fully integrated into the architecture of the building. The stacking area for drive-up windows should be screened from the street through a combination of low walls and landscaping.

Buildings incorporating drive-thru facilities shall be orient toward the street, as exemplified in Figure 5.03-1 (Street-Oriented Example Site Plan), top right. Drive-thru lanes, pick-up windows, and off-street parking facilities shall be oriented toward the rear yard and not visible from Euclid Avenue. Drive-thru lanes shall be screened from view of a public street through building orientation, landscaping, low screen walls, and trelliswork.

Each developed site shall not have more than one drive approach per street frontage. Drive-thru ingress and egress aisles shall not take direct access from Euclid Avenue, but instead shall take access from E Street, ally or a parking area or on-site drive aisle, as exemplified Exhibit 5-1 (Street-Oriented Site Plan Example).

Exhibit 5-1: Street Oriented Site Plan Example



Pedestrian walkways should not intersect drive-thru lanes; however, in the event this occurs, adequate visibility for pedestrians and vehicles shall be provided, and pedestrian crossings shall be clearly marked with signs.

Minimum 3-FT wide planters containing a combination of hedges and low walls shall be used to screen drive-thru lanes from view of public streets.

6. DESIGN GUIDELINES

The following design guidelines are intended as a reference to assist the designer in understanding the City's goals and objectives for high quality commercial development. The guidelines compliment the mandatory development standards contained in Subsection 4 (Development Regulation) above.

Design principles and examples of desired styling elements to guide the development within the downtown are set forth in the Downtown Ontario Design Guidelines ("Guidelines"), adopted by the Ontario City Council on August 18, 1998. The design guidelines in this PUD are general in nature and may be interpreted with some flexibility in their application to specific projects. The guidelines will be utilized during the City's development review process to encourage the highest level of design quality, while at the same time providing the flexibility necessary to encourage creativity on the part of the project designer(s). As such, some variations from the Guidelines are permitted, provided that the integrity of the urban design and historic preservation principles is not compromised. To safeguard the integrity of the historic district, a Certificate of Appropriateness is required for development.

6.1 SITE DESIGN

The site design shall minimize pedestrian/vehicle conflicts by creating opportunities for courtyards, plazas, outdoor dining, and landscaped pathways that promote safe and convenient pedestrian movement

6.2 BUILDING ORIENTATION

Buildings should be oriented towards Euclid Avenue. Frontages should be enhanced with entry elements, interesting architecture, enhanced materials, and pedestrian scale to provide connection between the development and the street. Windows and entries should face the street avoiding blank walls dominating public views. Stores with entries not visible from the street may be oriented towards pedestrian open space. The building entries may be located on the side of the building so long as strong pedestrian connection is maintained through wide walkways, enhanced pavers, plazas, appropriately scaled lighting and/or other similar features. Rear entrances, if needed, should be secondary in nature.

6.3 BUILDING STREET SIDE SETBACKS

The sides of buildings along street edges shall be landscaped within the setback to soften the building's appearance as well as designed with windows or design elements.

6.4 STREET FRONTAGE AND PARKING LOTS

Parking lots should generally be placed away from streets. Street frontages shall be broken up with buildings, landscaping, plazas, and other pedestrian features. Continuous parking lots along the

street frontage should be avoided. Any parking along street edges shall be setback with a landscaped buffer to minimize the dominant feeling of the automobile along the street. Continuous parking stalls may be interrupted by landscaped islands no more than 10 stalls apart. Parking lots are encouraged to be interconnected rather than separated for each building. Separated parking lots encourage customers to drive from store to store. Parking lots shall not be visible from the Euclid Avenue corridor.

6.5 SERVICE AND STORAGE AREAS

Loading areas and storage areas are to be located behind or to the side of buildings siting onto secondary access and not on Euclid Avenue or E Street. These features must be screened with walls and landscaping as much as possible from public view of streets, residences, and pedestrian walkways. Loading areas and storage areas should not conflict with pedestrian walkways.

6.6 REFUSE CONTAINERS

Refuse containers and equipment shall be easily accessed by service vehicles. Service facilities such as trash enclosures, loading zones and yard areas shall be designed, located and oriented to have a minimal visual impact on the development within the PUD area. Trash enclosures shall be designed to coordinate with the architecture, colors and materials of the style of the development and shall be located to provide adequate access for trash pickup without encroaching on access drives or landscaped areas. Trash enclosures shall be designed and constructed with a solid roof cover which shall also be designed to match the architecture of the development.

6.7 SIDEWALKS

Sidewalks shall be located along natural pedestrian travel paths. Sidewalks should be a minimum of 5' wide along pedestrian pathways.

6.8 ARCHITECTURAL CHARACTER\DETAILS

The project area is located within Ontario's historic downtown area, and shall comply with the Downtown Ontario Design Guidelines. The Downtown Ontario Design Guidelines were adopted in 1998 to guide the physical revitalization of Ontario's historic downtown. The Guidelines provide architectural and design principals, as well as design concepts for downtown districts. The project area is located within the Historic Retail District, a mixed-use area with a focus on housing, commercial and retail.

The design principles and desired architectural features for the mixed-use blocks are derived from the architectural style and elements set forth in Section 3.5.3 of the Downtown Design Guidelines and in Section 2A.4.3.2 Design Guidelines for Context Buildings in the 1950's styles Subdistrict, with respect to storefront modulation, entrances, roof design, mechanical equipment, building elements (cornices, storefront frame, mid-floor panel, transom windows, bulkheads), awnings, materials and colors. Those guidelines, together with the following, shall be incorporated into the Development Plans and Certificates of Appropriateness for each block, subject to final interpretation by the Planning/Historic Preservation Commission and City Council.

Architectural Character

- Create an architectural character that reflects the various styles within the historic downtown by using similar proportions, building details and building material.
- New buildings should appear to fit in contextually with existing historic buildings by using similar proportions, articulation, building details and building material.
- The overall character should feel like a modern interpretation of a traditional American small town.
- Create compatibility between the mixed-use architecture and the residential architecture within the downtown area; the introduction of unifying elements such as similar materials and colors should be considered; however, “sameness” is discouraged.

Massing & Scale

- Employ simple, yet varied massing, with wall openings that create shadow line and provide visual relief. Monolithic buildings and extensive blank wall surfaces are not allowed.
- Emphasize massing and height of corner elements
- Building increments should be a maximum of 50 feet in width. Buildings that exceed fifty (50) feet of frontage should use various architectural devices to replicate the building increments and pattern of the existing downtown including horizontal breaks and offsets every 25 to 50 feet
- The upper portion of the buildings should reflect the same increment of articulation as the ground level (storefront level)
- The cornices and moldings at the top of facades should also reflect the vertical massing (increments) of the building
- Use strong and identifiable building forms to demarcate street intersections for instance, a taller building mass, tower element/clock tower, or cupola may be considered.
- Where adjacent buildings will be of varying heights, they should be sensitively designed to promote a compatible transition in massing and avoid abrupt changes in scale along the streetscape.

Articulation & Fenestration

- Design buildings with 3-dimensional quality; building facades should be based upon a pleasing set of proportions and a clear pattern of building openings.
- Differentiate between the base, middle and top levels of a building; for instance, street-oriented shops may feature a 1) a bulkhead; 2) display windows; and 3) transom and detailed cornice.
- Avoid monotonous or blank facades on a building; buildings shall be articulated on all sides. Use fenestration (windows and doors), as well as changes in wall plane, material, texture, color, etc. to create shadow lines and articulate building walls.
- Provide highly visible public entrances, preferably oriented to streets and outdoor spaces; shop entrances may be clearly expressed with recesses, overhangs, special materials, and/or detailing.

- Require a high degree of street level transparency, especially along sidewalks, important outdoor spaces and heavily trafficked areas; the use of reflective, opaque, and darkly tinted glass should be restricted.

Architectural Details

- Use architectural details to enhance a building's appearance. Careful detailing is especially appropriate at the base of buildings, along cornices, eaves, parapets or ridge tops, and around entries and windows.
- Incorporate human-scaled details such as canopies and awnings, transparent windows and windows displays. These are required at public entrances and along heavily trafficked outdoor areas.
- Design architectural features and details as an integral part of the building; architectural features, including canopies and awnings, should not appear "tacked-on."

Storefront Guidelines

- Storefronts should provide an individual look for each store or establishment while still blending in with the overall design.
- Storefronts shall incorporate high quality building materials. A durable base material (18 inches high min.) such as brick, tile, exterior cement plaster, or pre-cast architectural concrete shall be used. Storefront glazing and exterior plaster shall not terminate at the ground plane.
- Storefront glazing shall be clear glass to permit clear views into the interior space. The amount of such glass shall provide a balance between high visibility into the store interior and architectural character/quality.
- Entrance doors shall be of a traditional style and transparent as possible; however, an all glass door is prohibited.
- No part of any open doors shall extend into the public right-of-way.
- Storefront openings should not exceed 30 feet in width without the interruption of a vertical building element (column or wall).
- Storefront openings may extend up to 16 feet in height; the height should range from 8 to 16 feet.

Materials & Colors

- Use materials that exhibit permanence and quality, and that unify a building's appearance on all sides; materials and colors should accentuate the architectural details of the building and promote visual harmony. Brick, tile, pre-cast architectural concrete, wood, stone veneers or stucco are preferred.
- To create visual interest, use at least 3 different building materials on building facades. Materials may be used to highlight a building entrance or distinguish the building base.
- Any awnings shall be comprised of durable, heat, dust and mildew-resistant canvas materials that are designed to withstand the rigors of the Ontario climate. Vinyl or other shiny materials are prohibited. However, canopies are preferred over awnings.

Roofs/Rooftop Equipment

- Express roofs in a visually interesting manner that complements the composition of the building and surrounding area, (i.e. use sculpted roof forms or a strong and attractively detailed cornice).
- Locate and/or screen rooftop equipment, including ladders and antenna devices, so that it is not visible from streets and adjacent buildings; methods of rooftop screening should be integral to the building's form.
- All mechanical units shall be screened from public view and from adjacent existing buildings (preferably with roof forms).
- When roof decks and mechanical units are visible from adjacent developments, they should be as unobtrusive as possible and painted to match finish roof material.

6.9 OUTDOOR DINING AREAS

Outdoor dining areas adjacent to a street level eating or drinking establishment are encouraged along Euclid Avenue and are permitted along any street frontage. Any such areas shall be designed in accordance with the provisions set forth in Section 2A.7 of the Downtown Ontario Design Guidelines, plus any additional features that may be required as part of on-sale alcoholic beverages. Outdoor dining along Euclid will require an agreement with the California Department of Transportation, since this street is within a State right-of-way.

6.10 SIGNS

All commercial signs shall be designed in accordance with the criteria set forth in Section 2C of the Downtown Ontario Design Guidelines.

6.11 LIGHTING

All lighting of facades, decorative fixtures, store window interiors, awnings, and signs shall be designed in accordance with the criteria set forth in Section 2D of the Downtown Ontario Design Guidelines.

On-site lighting must be directed away or shielded from adjacent streets, and adjacent properties. All exterior lighting shall be of an indirect nature, coming from under eaves and canopies, or at ground level, with in landscaped areas.

Exterior lighting fixtures should be a decorative and reinforce the architectural style of the building.

Light standards less than 15 FT in height (including lighting bollards) should illuminate all street sidewalks and connecting walkways, and are encouraged throughout the project.

7. HISTORIC PRESERVATION

7.1 HISTORIC CONTEXT AND BACKGROUND

The project area that comprises the PUD established by this document is located within the City's Historic Downtown District. Founded by the Chaffey Brothers in the 1880's, Ontario was a coined a "model irrigation colony" by an Act of Congress in 1904. The Chaffey Brothers bought 6,218 acres of the Cucamonga Ranch in 1882 after the Southern Pacific Railway extended its service to the west. Approximately 640 acres were set aside for the community of Ontario, with half of that endowed to the Chaffey Agricultural College. The rest of the acreage was utilized as agricultural land. The primary feature of the Chaffey city plan was the two hundred foot wide Euclid Avenue. Several innovations included the provision for water rights for each landowner, electric lights, and an electric railway. The gravity Mule Car that ran along the length of Euclid from 1888 to 1895 provided interest to its visitors as did the historic fountain that displayed Ontario's water supply system. The median still exists today and has been a center of public activity since its inception. The present downtown took shape from the original irrigation system and land subdivision pattern established by the Chaffey Brothers in the 1880's as it grew evenly northwards away from the railroad lines. The area within the current Downtown almost exactly matches the original boundaries of the Model Colony.

As a part of the recognition of Ontario's rich heritage, the City Council in July 1991 adopted a Historic Preservation Ordinance. The purpose of the Ordinance was:

1. To safeguard the City's unique historical heritage as embodied and reflected in the City's architectural history and patterns of cultural development;
2. To foster civic and neighborhood pride and a sense of identity based on the recognition and use of Historical Resources; and
3. To preserve diverse architectural styles, patterns of development, and design preferences reflecting phases of the City's history and to encourage complementary contemporary design and construction and inspire a more livable urban environment.

The PUD area has frontage along Euclid Avenue. The public right-of-way of Euclid Avenue from Philadelphia Street to the I-10 was designated as Local Landmark No. 67 on January 16, 2001 by the Ontario City Council. On August 10, 2005, the public right-of-way of Euclid Avenue from Philadelphia Street in Ontario to 24th Street in Upland was listed on the National Register of Historic Places as a significant cultural landscape. The public right-of way includes north and south bound streets, sidewalks, light fixtures, parkways, median, trees, and stone and concrete curbs and gutters. Contributing character-defining features include the 60-foot wide median, historic rock curb, scored sidewalks, King standard light posts, double planting of California pepper trees (*Schinus molle*), silk oaks trees (*Grevillea robusta*), and other mature vegetation such as deodar trees (*Cedrus deodara*) and Canary Island palms (*Phoenix canariensis*). All proposed developments within the PUD area will require a Certificate of Appropriateness to ensure

alterations and building forms (design, scale/massing and site layout) are appropriate to the character of the historic Euclid Avenue frontage (Right-of-way).

7.2 EXISTING HISTORIC RESOURCES

The PUD area does not contain any potential or proposed historic resources. However, the area is located within the Proposed Downtown Historic District. As such, a Certificate of Appropriateness will be required with all proposed developments within the PUD area to ensure no adverse impacts to the proposed and designated historic resources occur as a result of development. Infill and new construction, including building forms (design, scale/massing and site layout) and architectural elements, shall be developed in a manner that adheres to the Secretary of Interior Standards for the Treatment of Historic Resources, the City of Ontario Development Code, and the Ontario Design Guidelines.

8. ADMINISTRATION

8.1 ITEMS NOT ADDRESSED IN PUD

Any terms, requirements, or regulations not addressed within the PUD document shall be governed by the City of Ontario Development Code, the regulations of the Mixed-Use zones and City Standards.

8.2 DEVELOPMENT APPLICATIONS

Development Plans for the development of each individual parcel within the PUD area, along with fees and other required items, shall be submitted for review and approval per the requirements contained in Chapter 2, *Administration and Procedures*, of the City of Ontario Development Code and the General Application.

8.3 ADMINISTRATIVE EXCEPTIONS

Deviation from the development standards set forth in this document may be granted up to a maximum of ten (10%) percent by the Zoning Administrator. Any deviation that is greater than (10%) percent shall require Variance approval.

CITY OF ONTARIO

Agenda Report
January 21, 2020

**SECTION:
CONSENT CALENDAR**

SUBJECT: ADOPTION OF AN ORDINANCE REPEALING CHAPTER 9 OF TITLE 4 OF THE ONTARIO MUNICIPAL CODE IN ITS ENTIRETY AND REPLACING IT WITH A NEW CHAPTER 9 OF TITLE 4 PERTAINING TO ALARM REGISTRATION, A REGULATORY SCHEME FOR ADMINISTERING AND MANAGING THE CITY'S RESPONSE TO ALARMS, FEES, FINES, APPEAL PROCESS, AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO

RECOMMENDATION: That the City Council consider the repealing in its entirety Chapter 9 of Title 4 of the Ontario Municipal Code (OMC) and adopting a new Chapter 9 of Title 4 relating to alarm systems, alarm registration and administering the City's response to alarms, fees, fines and appeal process.


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

FISCAL IMPACT: None. This recommended action removes the revenue fee structure from Chapter 9 of Title 4 of the Ontario Municipal Code and provides for the revenue fee structure to be included in the City Fee Schedule that will be presented to City Council in a separate future action for consideration and approval by resolution.

BACKGROUND: On December 17, 2019, the City Council held a public hearing to consider all written protests against the repeal and adoption of Chapter 9 of Title 4 pertaining to registration and response to alarm systems. The public hearing was closed and the City Council introduced an ordinance amending Chapter 9 of Title 4 of the Ontario Municipal Code.

During 2018, the Police Department received over 9,000 alarm calls of which 98% were false or cancelled alarms. False alarms create a burden on Police Department resources that results in greater response times to higher priority calls for service, as well as being an issue of officer and public safety.

STAFF MEMBER PRESENTING: Derek Williams, Chief of Police

Prepared by: Donna Bailey
Department: Police
City Manager Approval: 

Submitted to Council/O.H.A. 01/21/2020

Approved: _____

Continued to: _____

Denied: _____

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The major causes of false alarms are user error (usually either opening or closing errors) and improper maintenance.

In September 2003, the City Council adopted an ordinance which established fees for the issuance of alarm system permits and service fees for false alarms. Since that time, the alarm industry standards and technology have advanced including the common practices for fee/penalty structures and program management options. An update to the OMC is recommended which will repeal Chapter 9 of Title 4 and update the regulations. Currently, the fines associated with false alarms are specified in the OMC, and staff is proposing to remove references to the amount of the fees and fines, and adopt them as part of the City Fee Schedule, which may only be revised by a duly-adopted resolution of the City Council.

A summary of the proposed changes is listed below:

- Removing references to all fees and fine structures.
- Removing a one-time fee for all alarm systems.
- Add restrictions and abatements of malfunctioning alarms.

The recommended adoption of the Ordinance relating to alarm systems, alarm registration and administering the City's response to alarms, fees, fines and appeal process will provide updated false alarm management solutions.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, REPEALING CHAPTER 9 OF TITLE 4 OF THE ONTARIO MUNICIPAL CODE IN ITS ENTIRETY AND REPLACING IT WITH A NEW CHAPTER 9 OF TITLE 4 PERTAINING TO ALARM REGISTRATION, A REGULATORY SCHEME FOR ADMINISTERING AND MANAGING THE CITY'S RESPONSE TO ALARMS, FEES, FINES, APPEAL PROCESS, AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO.

WHEREAS, the City of Ontario Police Department regularly responds to burglary and robbery alarms throughout the City of Ontario and in the process responds to a large number of false alarms; and

WHEREAS, the City of Ontario's Municipal Code Chapter 9 of Title 4 requires all alarm operators to obtain a permit before installing an alarm on their premises; and

WHEREAS, the current scheme established to address the problem of false alarms has not sufficiently reduced the number of false alarms and consequently this Ordinance is being enacted to tighten the regulations and increase the fines associated with false alarms; and

WHEREAS, this Ordinance is needed to strengthen current provisions to establish a better process for filing appeals; and

WHEREAS, California law does not preempt local cities from using their police power to establish a regulatory scheme that governs false alarms activations and responses and require persons who operate alarm systems to obtain a permit to operate the alarm system.

NOW, THEREFORE, IT IS HEREBY FOUND, DETERMINED, AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF ONTARIO AS FOLLOWS:

SECTION 1. Chapter 9 of Title 4 of the Ontario Municipal Code is hereby repealed and replaced with the following:

CHAPTER 9: ALARM SYSTEMS

SECTIONS:

- Sec. 4-9.010 Purpose.
- Sec. 4-9.020 Definitions.
- Sec. 4-9.030 Administration; Funding; Increases in Fees and Fines; Annual Evaluation.
- Sec. 4-9.040 Alarm Registrations Required; Terms; Fees and Fee Collection.
- Sec. 4-9.050 Registration Application; Contents.

- Sec. 4-9.060 Transfer of Registration Prohibited.
- Sec. 4-9.070 Duties of Alarm Users.
- Sec. 4-9.080 Audible Alarms; Restrictions, Abatement of Malfunctioning Alarm.
- Sec. 4-9.090 Registration and Duties of Alarm Installation Companies and Monitoring Companies.
- Sec. 4-9.100 Duties and Authority of the Alarm Administrator.
- Sec. 4-9.110 False Alarm Fines; Fees; Late Charges.
- Sec. 4-9.120 Notice to Alarm Users of False Alarms and Suspension of a Police Response.
- Sec. 4-9.130 Alarm Registration Suspension, Fees, Fines, Violation to Make Alarm Dispatch Request for Suspended Alarm Site.
- Sec. 4-9.140 Appeals of Determinations Regarding Alarm Registrations, Fees and Fines.
- Sec. 4-9.150 Reinstatement of Suspended Alarm Registrations.
- Sec. 4-9.160 Suspension of Police Response to Dispatch Requests from Certain Alarm Installation Companies and Monitoring Companies.
- Sec. 4-9.170 Police Department Response.
- Sec. 4-9.180 Confidentiality of Alarm Information.
- Sec. 4-9.190 Scope of Police Duty; Immunities Preserved.

Sec. 4.9.010 Purpose. The City of Ontario Council finds and declares that:

A. The vast majority of alarms to which the Police Department responds are False Alarms, which are reported to the Police by alarm companies.

B. Most False Alarms are the result of improper maintenance or improper or careless use of an Alarm System.

C. The public and Police Officers are subjected to needless danger when the Officers are called to respond to False Alarms.

D. Officers responding to False Alarms are not available to carry out other Police duties.

E. In the interest of using limited Police resources most effectively and efficiently, the number of False Alarms can and must be reduced.

F. The purpose of this Chapter is to reduce the dangers and inefficiencies associated with False Alarms and to encourage alarm companies and property owners to maintain the operational reliability, properly use Alarm Systems, and to reduce or eliminate False Alarm Dispatch Requests.

G. This Chapter governs systems intended to summon a Police response, establishes fees, fines, establishes a system of administration, sets conditions for the suspension of a Police response and establishes a public education and training program.

Sec. 4-9.020 Definitions. For purposes of this Chapter, the following terms shall have the following meanings:

A. "Alarm Administrator" means the Person or Persons designated by the Police Department to administer the provisions of this Chapter.

B. "Alarm Agreement" means the legal contract or agreement by and between the Alarm Installation Company and/or Monitoring Company and the Alarm User.

C. "Alarm Agreement Holding Company" means the Alarm Installation Company or Monitoring Company that holds the Alarm Agreement with the Alarm User.

D. "Alarm Installation Company" means a Person in the business of selling, providing, maintaining, servicing, repairing, altering, replacing, moving or installing an Alarm System at an Alarm Site for compensation, and includes individuals or firms that install and service Alarm Systems used in a private business or proprietary facility.

E. "Alarm Dispatch Request" means a notification to the Police Department that an alarm, either manual or automatic, has been activated at a particular Alarm Site.

F. "Alarm Registration" means a registration and unique Number issued by the Alarm Administrator to an Alarm User, which authorizes the operation of an Alarm System.

G. "Alarm Response Manager (ARM)" means a Person designated by an Alarm Installation Company and Monitoring Company to handle alarm issues for the company and act as the primary point of contact for the City's Alarm Administrator.

H. "Alarm Site" means a location served by one or more Alarm Systems. In a multi-unit building or complex, each unit shall be considered a separate Alarm Site if served by a separate Alarm System. In a single unit building that houses two or more separate businesses with separate Alarm Systems, each business will be considered a separate Alarm Site.

I. "Alarm System" means a device or series of devices, which emit or transmit an audible or remote visual or electronic alarm signal, which is intended to summon Police response. The term includes hardwired systems, surveillance cameras and systems interconnected with a radio frequency method such as cellular or private radio signals, and includes Local Alarm Systems, but does not include an alarm installed in a motor vehicle or a system which will not emit a signal either audible or visible from the outside of the building, residence or beyond, but is designed solely to alert the occupants of a building or residence.

J. "Alarm User" means any Person who has contracted for Monitoring, repair, installation or maintenance service for an Alarm System from an Alarm Installation Company or Monitoring Company, or who owns or operates an Alarm System which is not monitored, maintained or repaired under agreement.

K. "Alarm User Awareness Class" means a class conducted for the purpose of educating Alarm Users about the responsible use, operation, and maintenance of Alarm Systems and the problems created by False Alarms.

L. "Alarm User List" means a list provided by the Alarm User's Alarm Installation Company or if no Alarm Agreement exists between the Alarm User and an Alarm Installation Company, the Alarm User's Monitoring Company.

M. "Arming Station" means a device that controls an Alarm System.

N. "Automatic Voice Dialer" means any electronic, mechanical, or other device which, when activated, is capable of being programmed to send a prerecorded voice message to the Police Department or City requesting an officer dispatch to an Alarm Site.

O. "Burglar Alarm" means an alarm intended to identify the presence of an intruder in either a business or residence.

P. "Business License" means a Business License issued by the City of Ontario Business License division to an Alarm Installation Company or Monitoring Company to conduct business in the City.

Q. "Cancellation" means the termination of a Police response to an Alarm Site after an Alarm Dispatch Request is made but before an officer's arrival at the Alarm Site.

R. "Conversion of Alarm User" means the transaction or process by which one Alarm Installation Company or Monitoring Company begins the servicing or monitoring of a previously unmonitored Alarm System or an Alarm System that was previously serviced or monitored by another alarm company.

S. "City" means City of Ontario.

T. "Duress Alarm" means a silent Alarm System signal generated by the entry of a designated code into an Arming Station in order to signal that the Alarm User is being forced to turn off the system and requires an officer response.

U. "Enhanced Call Confirmation" (ECC) means an attempt by the Monitoring Company, or its representative, to contact the Alarm Site and/or Alarm User and/or the Alarm User's designated representatives by telephone and/or other electronic means, whether or not actual contact with a Person is made, to determine whether an alarm signal is valid before requesting a Police Burglar Alarm Dispatch, in an attempt to avoid an unnecessary Alarm Dispatch Request. For the purpose of this Chapter, telephone confirmation shall require, as a minimum that a second call be made to a different number, if the first attempt fails to reach an Alarm User who can properly identify themselves to determine whether an alarm signal is valid before requesting an officer dispatch. Names and numbers of those contacted or attempted to contact, shall be provided when requested.

V. "False Alarm" means an Alarm Dispatch Request to the Police Department, which results in the responding officer finding no evidence of a criminal offense or attempted criminal offense after completing an investigation of the Alarm Site.

W. "Holdup Alarm" means a silent alarm signal generated by the manual activation of a device intended to signal a robbery in progress.

X. "Local Alarm System" means an unmonitored Alarm System that annunciates an alarm only at the Alarm Site or is a self-monitored Alarm Site.

Y. "Monitoring" means the process by which a Monitoring Company receives signals from an Alarm System and relays an Alarm Dispatch Request to the Police Department.

Z. "Monitoring Company" means a Person in the business of providing Monitoring services.

AA. "One Plus Duress Alarm" means the manual activation of a silent alarm signal by entering a code that adds one number to the last digit of the normal arm/disarm code (e.g., normal code = 1234, one plus duress code = 1235).

BB. "Panic Alarm" means an Alarm System signal generated by the manual activation of a device intended to signal a life threatening or emergency situation requiring an officer response.

CC. "Person" means an individual, corporation, limited liability company, partnership, association, organization or similar entity.

DD. "Police Department" means the Ontario Police Department.

EE. "Protective or Reactive Alarm System" means an Alarm System that produces a temporary disability or sensory deprivation through use of chemical, electrical, sonic or other means, including use of devices that obscure or disable a Person's vision.

FF. "Registration Number" means a unique individual number assigned to an Alarm User as part of Alarm Registration issued by the Police Department.

GG. "Responsible Party" means a Person capable of appearing at the Alarm Site upon request who has access to the Alarm Site, the code to the Alarm System and the authority to approve repairs to the Alarm System.

HH. "Robbery Alarm" means an alarm signal generated by the manual or automatic activation of a device, or any system, device or mechanism on or near the premises intended to signal that a robbery is in progress and that a Person is in need of immediate Police assistance in order to avoid bodily harm, injury or death. The term has the same general meaning as "Holdup Alarm or Duress Alarm."

II. "Takeover" means the transaction or process by which an Alarm User takes over control of an existing Alarm System that was previously controlled by another Alarm User.

JJ. "Zones" mean a division of devices into which an Alarm System is divided to indicate the general location from which an Alarm System signal is transmitted.

Sec. 4.9.030 Administration; Funding; Increases in Fees and Fines; Annual Evaluation.

A. Responsibility for administration of this Chapter is vested with the Police Department.

B. The Police Department shall designate an Alarm Administrator to carry out the duties and functions described in this section.

C. Monies generated by fees and fines assessed pursuant to this section shall be deposited into the City's General Fund.

D. The amount of the fees and fines set forth in this section shall be specified in the City Fee Schedule, which may only be revised by a duly-adopted resolution of the City Council. For purposes of this subsection, "fees" include any type or class of fee and includes late charges.

E. The Alarm Administrator shall conduct an annual evaluation and analysis of the effectiveness of this Chapter and identify and implement system improvements as warranted.

Sec. 4.9.040 Alarm Registrations Required; Terms; Fees and Fee Collection.

A. An Alarm User shall not operate, or cause to be operated, any Alarm System without a valid Alarm Registration. A separate Alarm Registration is required for each Alarm Site having a distinct address or business name. A registration fee including a completed Alarm Registration application shall be received and approved by the Alarm Administrator prior to any Alarm System activation. A thirty (30) day grace period shall be granted from the date of all new alarm installations or takeovers between two alarm users, to accommodate the registration application process. There shall be reduced residential registration fees for senior citizens, low-income, disabled persons and Veterans. The City Council shall establish such classes of persons by resolution.

B. Owners of Local Alarm Systems are required to adhere to all sections of this Chapter and are subject to all fees, fines, suspensions, penalties or other requirements that are applicable.

C. The fee for a new initial Alarm Registration and the Alarm Registration renewal fee shall be collected by the Alarm Administrator.

D. Existing Alarm Systems:

1. Any Alarm System that has been installed before the effective date of this Ordinance shall be registered and a registration fee collected by the Alarm Administrator.

a. The Alarm Agreement Holding Company shall provide within forty (40) days of the effective date of this Ordinance, an Alarm User List of existing Alarm Users in the City, in a format approved by the Alarm Administrator, including name, address, billing address and telephone number to the Alarm Administrator.

b. The Alarm Agreement Holding Company may apply to the Alarm Administrator for an extension of the time limit in subsection (a) based on extenuating circumstances. Extensions are at the sole discretion of the Alarm Administrator.

2. The Alarm Agreement Holding Company may, through a mutual written agreement, have another Alarm Company provide the Alarm User's list.

E. New Alarm Systems:

1. Any Alarm Installation Company that installs an Alarm System on premises located within the City of Ontario shall notify the Alarm Administrator within twenty (20) days that an Alarm System has been installed and send the Alarm Administrator the required information listed in subsection D(1)(a) of this Section.

2. In the case of self-installed alarm systems that are to be monitored by a Monitoring Company, the Monitoring Company shall act as the Alarm Installation Company regarding the duties to notify the Alarm Administrator.

3. Failure of an Alarm Installation Company to notify the Alarm Administrator of a new Alarm System installation within twenty (20) days of installation shall result in a fine as established by resolution of the City Council to be imposed on the Alarm Installation Company.

4. The initial Alarm Registration fee shall be collected by the Alarm Administrator. Failure of the Alarm User to submit an application and registration fee within the thirty (30) days after notice shall result in the Alarm System being classified as non-registered and late charges being assessed.

F. Alarm Registration and Renewal Fees

1. An Alarm Registration shall expire one year from the date of issuance and must be renewed annually by the Alarm User. The Alarm Administrator shall notify the Alarm User of the need to renew their registration thirty (30) days prior to the expiration of the registration. It is the responsibility of the Alarm User to submit the updated information and renewal fees prior to the registration expiration date. Failure to renew shall be classified as use of a non-registered Alarm System and subject the Alarm Site to a suspension and late charge.

2. Registration fees shall be collected annually based on a one-year registration period. The amount of the registration and renewal fees required are established by resolution of the City Council.

G. Late charge. Alarm Users who fail to make payment for an Alarm Registration prior to the registration's expiration date will be assessed a late charge as established by resolution of the City Council.

H. Refunds. No refund of a registration fee or registration renewal fee will be made.

I. Upon receipt of a completed Alarm Registration application form and the Alarm Registration fee, the Alarm Administrator shall issue a Registration Number or Alarm Registration renewal to the applicant unless:

1. The applicant has failed to pay any fee or fine assessed under this chapter; or

2. An Alarm Registration for the Alarm Site has been suspended, and the condition causing the suspension has not been corrected; or

3. The Alarm Installation Company and/or the Monitoring Company listed on the registration application are not in possession of a current valid State of California Department of Consumer Affairs Alarm Company Operators License; or

4. It is determined that a false statement of a material fact was made by an applicant for the purpose of obtaining an Alarm Registration.

J. Exceptions.

1. Government entities, including but not necessarily limited to the City, County, State, Federal and School Districts, must obtain Alarm Registrations for all Alarm Systems on property under their control within the boundaries of Ontario, but are exempt from payment of Alarm Registration and renewal fees.

2. All registration-fee-exempted alarm sites are required to obtain and maintain a valid Alarm Registration for a Police response and are subjected to all other fees, fines and suspension enforcements, except when this action is prohibited by statute or through a court ruling.

Sec. 4.9.050 Registration Application; Contents.

An application for an Alarm Registration must be in a format provided by the Police Department. The information required on such forms shall be determined by the Alarm Administrator. Registration applicants acknowledge that the Police response may be influenced by factors including, but not limited to, the availability of officers, priority of calls, traffic conditions, weather conditions, emergency conditions, prior alarm history, administrative actions and staffing levels.

Sec. 4.9.060 Transfer of Registration Prohibited.

A. An Alarm Registration cannot be transferred to another Person or Alarm Site. An Alarm User shall inform the Alarm Administrator and their Alarm Company of any change to the information listed on the Alarm Registration application within ten (10) business days after such change.

B. Exceptions may be made in the sole discretion of the Alarm Administrator when the transfer proposed is among members of the family of the original registration holder or successors in interest to the property for which the Alarm Registration has been issued.

Sec. 4.9.070 Duties of Alarm Users.

A. An Alarm User shall:

1. Maintain the Alarm Site and the Alarm System in a manner that will minimize or eliminate False Alarms;

2. Make every reasonable effort to arrive at the Alarm System's location within thirty (30) minutes after being requested by the Monitoring Company or Police Department in order to:

- a. Deactivate an Alarm System;
- b. Provide access to the Alarm Site; and/or
- c. Provide alternative security for the Alarm Site.

3. Provide his, her, or its Monitoring Company with the updated names and telephone numbers of at least two individuals who are able and have agreed to:

- a. Receive notification of an Alarm System activation at any time;
- b. Respond to the Alarm Site at any time; and

c. Provide access to the Alarm Site and deactivate the Alarm System, if necessary.

4. Not activate an Alarm System for any reason other than an occurrence of an event that the Alarm System was intended to report.

5. Notify his, her, or its Monitoring Company of any suspension of police response (as provided for under this Chapter) and request that the Monitoring Company not make a Burglar Alarm Dispatch Request.

B. No Person shall operate or cause to be operated any Automatic Voice Dialer which, when activated, uses a telephone device or attachment to automatically dial a telephone line leading into the Police Department or the City and then transmit any pre-recorded message or signal.

C. An Alarm User shall keep a set of written operating instructions for each Alarm System at each Alarm Site.

Sec. 4-9.080 Audible Alarms; Restrictions, Abatement of Malfunctioning Alarm.

A. No Alarm System shall emit a sound resembling an emergency vehicle siren or civil defense warning. The Chief of Police shall make the final determination regarding any question of an audible alarm within this section.

B. After the effective date of this Ordinance no one shall install, modify or repair an Alarm System in the City of Ontario that has a siren, bell or other signal that is audible from any property adjacent to the Alarm Site that sounds for longer than fifteen (15) consecutive minutes after the alarm is activated, or that repeats the fifteen (15) minute audible cycle more than two consecutive times during a single armed period.

C. In the event that an audible alarm is activated and fails to reset itself or continues to activate for more than sixty (60) minutes and the responsible person listed on the Alarm Registration or other responsible person cannot or will not respond and silence the alarm, and the continued activation of the alarm is creating a disturbance, the Police Department may cause the alarm to be silenced in a manner determined appropriate for the circumstances. The Alarm User shall be held responsible for the actual costs involved to abate the malfunctioning alarm up to a maximum amount as established by resolution of the City Council. The City, its employees or agents shall not be responsible or liable for damage resulting from such disconnection.

Sec. 4-9.090 Registration and Duties of Alarm Installation Companies and Monitoring Companies.

A. Registration.

1. No alarm company operator or alarm agent, as defined by the Business and Professions Code, shall install, maintain, or repair any Alarm System within the City unless the Alarm Company operator or alarm agent has, prior to performing such work, obtained a City Business License.

2. Each Alarm Installation Company and Alarm Monitoring Company must designate one individual as the Alarm Response Manager (ARM) for the company. The individual designated as the ARM must be knowledgeable of the provisions of this Chapter, as well as have the knowledge and authority to deal with False Alarm issues and respond to requests from the Alarm Administrator. The name, contact number, and email address of the ARM shall be provided to the Alarm Administrator. Failure to comply within thirty (30) days after being notified in writing from the Alarm Administrator may result in the suspension of Police Department response to Alarm Dispatch Requests from the non-complying Alarm Installation Company or Monitoring Company.

3. Each Alarm Installation Company shall provide the name, address and phone number of any Monitoring Company it is using to monitor its Alarm Sites within the City, and Monitoring Companies shall do the same for Alarm Installation Companies that use their monitoring services within the City.

B. Alarm Installation Companies shall:

1. Upon the installation or activation of an Alarm System, the Alarm Installation Company shall distribute to the Alarm User information summarizing:

a. The applicable law relating to False Alarms, including the Registration Fee and the potential for fines and suspension of an Alarm Registration;

b. How to prevent False Alarms; and

c. How to operate the Alarm System.

2. After the effective date of this Ordinance, Alarm Installation Companies shall not program Alarm Systems so that they are capable of sending One Plus Duress Alarms. Monitoring Companies may continue to report One Plus Duress Alarms received from Alarm Systems programmed with One Plus Duress Alarms installed prior to the effective date of this Ordinance.

3. After the effective date of this Ordinance, Alarm Installation Companies shall not install, modify or repair "single action" devices for the activation of Hold-up, Robbery or Panic Alarms. New devices shall require two actions or an activation time delay to provide more positive assurance that the user intends to activate the device.

4. Shall not use an Automatic Voice Dialer for any Alarm System which, when activated, uses a telephone device or attachment to automatically dial a telephone line leading into the Police Department or the City and then transmit any pre-recorded message or signal.

5. Ensure that Alarm Users of Alarm Systems equipped with a Duress, Robbery, Holdup or Panic Alarm has been provided adequate training as to the proper use of the Alarm System's operation and function.

6. All Alarm Systems shall be supplied with an uninterrupted power supply in such a manner that the failure or interruption of the normal electric utility service for a period of up to four (4) hours will not activate the Alarm System.

7. All audible Alarm Systems shall include a device which will limit the duration of the audible alarm to a period of not more than fifteen (15) minutes per activation.

C. A Monitoring Company shall:

1. Report alarm signals by using telephone numbers or procedures designated by the Alarm Administrator or other approved communication processes.

2. Employ Enhanced Call Confirmation procedures on all Burglar Alarm Dispatch Requests. The Ontario Police Department may refuse to accept an Alarm Dispatch Request from a Monitoring Company that has failed to comply with the procedures required by Enhanced Call Confirmation. This subsection becomes effective ninety (90) days after the effective date of this Ordinance.

3. Communicate Alarm Dispatch Requests to the Police Department in a manner and form determined by the Alarm Administrator.

4. Communicate Cancellations to the Police Department in a manner and form determined by the Alarm Administrator.

5. Communicate all available Zone activations information (north, south, front, back, door, window etc.) about the location of an alarm signal(s) as part of an Alarm Dispatch Request.

6. Communicate the type of alarm activation (silent or audible, interior or perimeter), if available, on any Alarm Dispatch Request.

7. Notify Communications (Dispatch) of any Alarm Site that it knows, or reasonably should know has guard dog(s), pets or is fitted with a Protective-Reactive Alarm System. During any alarm at such a site, a Responsible Party must be contacted and confirm that he or she will respond to the Alarm Site to disarm the device or take control of the guard dog(s).

8. After an Alarm Dispatch Request, promptly advise the Police Department if the Monitoring Company knows that the Alarm User or a Responsible Party is on the way to the Alarm Site;

9. Maintain, for a period of at least one (1) year after the date of an Alarm Dispatch Request, all records relating to the Alarm Dispatch Request. Records must include the name, address and telephone number of the Alarm User, each Alarm System Zone activated, the time of Alarm Dispatch Request and evidence of all attempts to verify. The Alarm Administrator may request copies of such records for any individual Alarm User. If the request is made within sixty (60) days after an Alarm Dispatch Request, the Monitoring Company shall furnish requested records within three (3) business days after receiving the request. If the records are requested between sixty (60) days and one (1) year after an Alarm Dispatch Request, the Monitoring Company shall furnish the requested records within thirty (30) days after receiving the request.

10. Upon request, immediately provide the Police Department with the names and phone numbers of the Alarm User's emergency contacts at the time of each Alarm Dispatch Request.

D. Conversion of Alarm Users. An Alarm Installation Company or Monitoring Company that converts the servicing of any Alarm System account from another company shall notify the Alarm Administrator of such conversion and shall make a reasonable effort to provide to the Alarm Administrator, within sixty (60) days from the date of conversion, an Alarm User List of the converted accounts, in a format acceptable to the Alarm Administrator.

Sec. 4-9.100 Duties and authority of the Alarm Administrator.

A. The Alarm Administrator shall:

1. Designate the manner and form of Alarm Dispatch Requests and the telephone numbers and/or communication process that are to be used for such requests; and

2. Establish a procedure to accept Cancellation of Alarm Dispatch Requests.

B. The Alarm Administrator shall establish a procedure to acquire and record information on Alarm Dispatch Requests.

C. The Alarm Administrator shall establish and implement a procedure to notify the Alarm User of a False Alarm. The notice shall include the following:

1. The date and time of an officer's response to the False Alarm; and

2. Any False Alarm fine incurred.

D. The Alarm Administrator may require that a conference be held with an Alarm User and the Alarm Installation Company or Monitoring Company responsible for repairing or monitoring of the Alarm System to review the circumstances of each False

Alarm. The conference may be held in Person or through a conference telephone call, at the Alarm Administrator's discretion. Failure to participate may result in suspension of the Alarm Registration, as indicated by the facts of the case.

E. The Alarm Administrator may establish an Alarm User Awareness Class. The Alarm Administrator may request the assistance of associations, alarm companies and law enforcement agencies in developing and implementing the class. The class shall inform Alarm Users of the Alarm Ordinance, problems created by False Alarms and teach Alarm Users how to avoid creating False Alarms.

F. If a false Robbery, Holdup or Panic Alarm has occurred and the alarm was triggered using a single action, non-recessed device, the Alarm Administrator may consider a waiver or partial waiver of the False Alarm fine, if action is taken by the Alarm User to remove or replace the single action, non-recessed device.

G. The Alarm Administrator shall make a copy of this Ordinance and/or an ordinance summary sheet available to each Alarm User.

H. The Alarm Administrator may use electronic means to communicate with Alarm Users, Alarm Installation Companies and Monitoring Companies when applicable or when requested by the recipient and at the Alarm Administrators discretion.

Sec. 4-9.110 False Alarm Fines; Fees; Late Charges.

A. The Alarm Administrator may assess the Alarm User a fine for a False Alarm occurring at that Alarm User's Alarm Site. The amount of said fines for the listed categories shall be established by City Council and may be subsequently amended by resolution of the City Council.

1. Burglar False Alarm Fines
2. Robbery False Alarm Fines
3. Panic False Alarm Fines

B. If a False Alarm fine is not paid within thirty (30) days after the invoice is mailed, a late charge as established by resolution of the City Council shall be imposed.

C. Fines for False Alarms from Non-Registered Alarm Systems. For person(s) operating a Non-Registered Alarm System incurring a False Alarm, fines shall be imposed as established by resolution of the City Council.

D. Any Monitoring Company after five (5) business days of receiving notice from the Alarm Administrator that an Alarm User's registration status is that of Non-registered shall not make a Burglar Alarm Dispatch Request from that Alarm User.

E. If Cancellation of a Police response occurs prior to the officer's arrival at the Alarm Site, the response is not considered a False Alarm and no False Alarm fine will be assessed.

F. The Alarm Installation Company shall be assessed a fine in an amount established by resolution of the City Council if the officer responding to a False Alarm determines that an on-site employee of the Alarm Installation Company directly caused the False Alarm. Such False Alarms are not included in the total number of False Alarms for the Alarm User, nor is the Alarm User to be held liable for any False Alarm fine resulting from such alarm activation.

G. A fine in an amount established by resolution of the City Council shall be imposed against any Monitoring Company that fails to verify Alarm System signals as required in subsection 4-9.090(C)(2) of this Chapter.

H. Notice of the right of appeal under this Ordinance will be included with notice of any fine.

I. All registration fees, renewal registration fees or fines assessed under this section are due within thirty (30) days of written notice unless otherwise noted. A late charge in an amount established by resolution of the City Council shall be imposed for each individual fee or fine due that is not paid within thirty (30) days.

J. The Alarm Administrator may waive the False Alarm fine for the first chargeable False Alarm during the Alarm User's one-year registration period, pending the successful completion of the Online Alarm User Awareness Class available through the Alarm Administrator. In order to have the fine waived, the Alarm User must have successfully completed the class within thirty (30) days of the fine notice. Alarm Users without online access may request the online school and test be mailed to them. Reasonable additional time to complete the Alarm User Awareness Class shall be allowed for mail delivery.

Sec. 4-9.120 Notice to Alarm Users of False Alarms and Suspension of a Police Response.

A. The Alarm Administrator shall notify the Alarm User in writing or by other electronic means after each False Alarm. The notice shall include the amount of the fine for the False Alarm, the fact that Police response to further alarms may be suspended after the fourth False Alarm during the Alarm User's one-year Alarm Registration period, (excluding Duress, Robbery, Holdup and Panic Alarms), and that the Alarm User has the right to appeal.

B. The Alarm Administrator shall notify the Alarm User in writing thirty (30) days beforehand that a Police Department response to further alarms is to be suspended. The right of appeal under this Ordinance shall be included with the notice. The notice of suspension shall also include the amount of any fees and/or fines due and a description of the reinstatement process.

Sec. 4-9.130 Alarm Registration Suspension, Fees, Fines, Violation to Make Alarm Dispatch Request for Suspended Alarm Site.

A. The Alarm Administrator shall notify the Police Department of each Alarm User whose Alarm Registration qualifies for suspension under this section. The Alarm Administrator may suspend an Alarm Registration if it is determined that:

1. There is a false statement of a material fact in the registration application; or

2. The Alarm User has had four or more false Burglar Alarms within the one-year registration period, except that the Alarm Administrator may waive a suspension of a registration upon receipt of documented work orders showing reasonable attempts to repair the Alarm System prior to the notice of suspension.

3. The Alarm User fails or refuses to pay an Alarm Registration or Alarm Registration Renewal fee, False Alarm fine, late charge, or any other fee, fine, or charge assessed under this section.

B. It is a violation of this section for a Person to operate a Burglar Alarm System during the period in which the Alarm Registration is suspended. It is a violation of this Chapter for a Monitoring Company to make an Alarm Dispatch Request to a Burglar Alarm Site after the Monitoring Company's Alarm Response Manager (ARM) has been notified by electronic mail by the Alarm Administrator that the registration for that Alarm Site has been suspended. A grace period of five (5) business days after the ARM's notification shall be granted for the Monitoring Company to comply. The Alarm Monitoring Company shall be assessed a fine in an amount established by resolution of the City Council for requesting a Burglar Alarm Dispatch Request on a suspended Alarm Site.

C. False Alarm Fines under Suspension status. In addition to the fines set forth in subsection 4-9.110(A), a supplemental fine is hereby imposed upon any Person operating a suspended Burglar Alarm System. The amount of said fines shall be established by resolution of the City Council.

D. It shall be the responsibility of the Alarm User to notify their respective Alarm Monitoring Company of their suspension status. An Alarm User shall be held financially accountable for all false alarm fines incurred.

E. Unless there is a separate indication that there is a crime in progress, the Police Department may or may not dispatch an officer to an Alarm Site for which an Alarm Registration is suspended.

Sec. 4-9.140 Appeals of Determinations Regarding Alarm Registrations, Fees and Fines.

A. If the Alarm Administrator assesses a fee or fine, suspends an Alarm Registration or denies the issuance, renewal or reinstatement of an Alarm Registration, the Alarm Administrator shall send notice of the action and a statement of the right to appeal to the affected applicant, Alarm User, Alarm Installation Company or Alarm Monitoring Company.

B. The applicant, Alarm User, Alarm Installation Company or Alarm Monitoring Company may appeal any action described in subsection (A) above to the Police Chief (or his or her designee) by setting forth in writing the reasons for the appeal and delivering the appeal to the Chief of Police (or designee) within twenty (20) days after receipt of notice of the action. Failure to deliver the appeal within that time period is a waiver of the right to appeal.

C. The procedure for an appeal to the Chief of Police (or designee) is as follows:

1. The applicant, Alarm User, Alarm Installation Company or Monitoring Company may file a written request for appeal by paying an appeal fee and setting forth the reasons for the appeal. The appeal must be entitled "Appeal from Alarm Administrator's Action." The appeal fee shall be in an amount established by resolution of the City Council and will be returned to the appealing party if the appeal is successful.

2. The Chief of Police (or designee) shall conduct a hearing on the appeal within thirty (30) days after the Police Department's receipt of the request for appeal and appeal fee and shall consider the evidence submitted by the appealing party and the Alarm Administrator. The Chief of Police (or designee) must base the decision on the preponderance of evidence presented at the hearing and must render a decision within fifteen (15) days after the date of the hearing. The decision shall affirm or reverse the decision or action taken by the Alarm Administrator.

3. Filing of an appeal stays any action by the Alarm Administrator to suspend an Alarm Registration or require the payment of a fee or fine until the appeal process has been exhausted. This provision applies only to the action of the Alarm Administrator that is the subject of the appeal. This provision does not operate as a bar to enforcement action on violations of this section that occur thereafter.

D. The Alarm Administrator or the Chief of Police, or their respective designees, may adjust the count of False Alarms or assessed fees based on:

1. Evidence that a False Alarm was caused by action of a communications services provider (i.e. telephone, cellular, cable company);

2. Evidence that a False Alarm was caused by a power outage of more than four (4) hours or severe weather such as a tornado, earthquake, or excessive winds (35 m.p.h. or above as measured by the Ontario International Airport weather monitoring station);

3. Evidence that an Alarm Dispatch Request was not a False Alarm; or

4. The occurrence of multiple alarms within a 24-hour period, which may be considered as one False Alarm if the Alarm User has taken corrective action, unless the False Alarms are directly caused by the Alarm User.

E. The Alarm Administrator may waive all or part of a False Alarm fine due to extenuating circumstances or to encourage corrective action with supervisor approval.

Sec. 4-9.150 Reinstatement of Suspended Alarm Registrations.

A. On the suspension of an Alarm Registration, a Person whose Alarm Registration has been suspended may obtain reinstatement of the registration by the Alarm Administrator if the Person:

1. Pays a reinstatement fee as established by resolution of the City Council;

2. Pays, or otherwise resolves, all outstanding fees, fines, and other charges;

3. Submits a written notice from an Alarm Installation Company stating that the Alarm System has been inspected and repaired (if necessary) by the Alarm Installation Company;

4. The Alarm User successfully completes an Alarm User Awareness Class and test.

B. The Police Department shall reinstate its response to an Alarm Site as soon as is practicable after receiving notice of reinstatement from the Alarm Administrator. The Alarm User and Monitoring Company shall take notice that the Alarm Site has been officially reinstated only after receiving notice from the Alarm Administrator of that fact. It shall be the responsibility of the Alarm User to verify that his, her, or its registration status and future police response has been properly restored.

Sec. 4-9.160 Suspension of Police Response to Dispatch Requests from Certain Alarm Installation Companies and Monitoring Companies.

A. The Chief of Police or Command Staff designee may suspend Police response to an Alarm Dispatch Request from an Alarm Installation Company or Monitoring Company if it is determined that:

1. There is a violation of this chapter by the Alarm Installation Company or Monitoring Company and the condition causing the violation has not been corrected and/or;

2. The Alarm Installation Company or Monitoring Company has failed to pay any fee, fine, or other charge assessed under this section, more than sixty (60) days after the fee, fine, or other charge is due.

B. The Police Department may not respond to any Alarm Dispatch Request where the Alarm Installation Company or Monitoring Company who installed or monitors that alarm has failed to comply with California licensing requirements or failed to maintain a valid copy of the State of California Department of Consumer Affairs Alarm Company Operators License.

C. A suspension of Police response made pursuant to this subsection is subject to the appeal process provided for within this Chapter. In addition, the Alarm Administrator has the ability to accept a workable solution from the affected party prior to an appeal. The affected party has sixty (60) days after the written notice of suspension before Police response is suspended to its alarm customers.

D. The Alarm Administrator shall notify all known Alarm Users subscribing to an Alarm Installation Company or an Alarm Monitoring Company that the Police Department has suspended response to the company's Alarm Dispatch Requests.

E. The City shall assess the Alarm Installation Company or Monitoring Company a reinstatement fee in an amount established by resolution of the City Council. In addition, if the Alarm Administrator has incurred costs in notifying Alarm Users by mail of the suspension of their Alarm Installation Company or Monitoring Company, reimbursement to the City of those costs shall be a condition of reinstatement.

Sec. 4-9.170 Police Department Response.

A. Subject to the suspension provisions in Section 4-9.130 above and the discretion discussed in Section 4-9.190 below, the Police Department at its discretion will respond to all "in progress" Robbery, Panic or Burglar Alarms as promptly as possible, taking into account pending calls for service and any policy establishing priority of dispatched calls following notification of the receipt of the alarm from the Monitoring Company. Police supervisors may, in their discretion, cancel a Police response to any or all alarms based on weather or other factors affecting Police service needs.

B. The Chief of Police or his or her designee may re-prioritize assignment of Burglar Alarms and response time at any time during a 24-hour period as may be necessary due to the service needs of the community.

Sec. 4-9.180 Confidentiality of Alarm Information.

All information contained in documents gathered through Alarm Registrations, the submission of customer lists, the alarm appeal process and records relating to Alarm Dispatch Requests must be held in confidence by all employees of the Alarm Administrator, the City of Ontario and any third-party alarm administrator. Such

information is proprietary and is hereby declared confidential and not a public record. Absent special circumstances, such information must not be released to the public or any Person other than a law enforcement agency, third party administrator or the applicable Alarm User, Alarm Installation Company or Alarm Monitoring Company except pursuant to court order. Per California Government Code 6254(f).

Sec. 4-9.190 Scope of Police duty; Immunities Preserved.

The issuance of an Alarm Registration does not create a contract between the Police Department and/or the City of Ontario and any Alarm User, Alarm Installation Company or Monitoring Company, nor does it create a duty or obligation, either expressed or implied, of the Police Department to respond to any alarm. Any and all liability and consequential damage resulting from the failure of the Police Department to respond to an Alarm Dispatch Request is hereby disclaimed and full governmental immunity as provided by law is retained. By applying for an Alarm Registration, the Alarm User acknowledges that the Police Department response is influenced by the availability of officers, priority of calls, traffic conditions, weather conditions, emergency conditions, staffing levels, prior response history and administrative actions.

SECTION 2. This Ordinance shall take effect thirty (30) days after its adoption.

SECTION 3. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 4. If any section, subsection, sentence, clause, phrase or word of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion or the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 5. The Mayor shall sign this Ordinance and the City Clerk shall certify as to the adoption and shall cause a summary thereof to be published at least once, in a newspaper of general circulation in the City of Ontario, California within fifteen (15) days of the adoption. The City Clerk shall post a certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this 21st day of January 2020.

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 Ordinance No. 3151 was duly introduced at a regular meeting of the City Council of the City of Ontario held December 17, 2019 and adopted at the regular meeting held January 21, 2020 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. 3151 duly passed and adopted by the Ontario City Council at their regular meeting held January 21, 2020 and that Summaries of the Ordinance were published on December 24, 2019 and January 28, 2020, in the Inland Valley Daily Bulletin newspaper.

SHEILA MAUTZ, CITY CLERK

(SEAL)

CITY OF ONTARIO

Agenda Report
January 21, 2020

SECTION:
CONSENT CALENDAR

SUBJECT: A RESOLUTION APPROVING THE FILING OF AN APPLICATION FOR GRANT FUNDS FOR THE RECREATIONAL TRAILS PROGRAM

RECOMMENDATION: That the City Council take the following actions:


- (A) Adopt a resolution approving the filing of an application for grant funds through the State Department of Parks and Recreation for the Recreational Trails Program (RTP) under the Fixing America's Surface Transportation (FAST) Act for additional phases of the Grove Avenue Trail Connector project; and
- (B) Authorize the City Manager to execute any documents or agreements, such as memorandums of understanding, to complete the application and implement the program.

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
Focus Resources in Ontario's Commercial and Residential Neighborhoods
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 Fixing America's Surface Transportation (FAST) Act through the State Department of Parks and Recreation authorized the Recreational Trails Grant Program to award grants on a competitive basis with potential grant amount requests up to \$1,560,000. The project recommended in the grant application is for potential Phases 2 – 4 of the Grove Avenue Trail Connector project with requested grant funds not to exceed \$1,560,000. If awarded, matching funds are required in a minimum amount of 12% of the project costs for an estimate of \$187,200, which can be used for pre-construction or construction costs.

BACKGROUND: The intent of the Recreational Trails Grant Program is to finance the development of recreational trails and trail-related facilities for both non-motorized and motorized recreational trail uses.

STAFF MEMBER PRESENTING: Tio Haes, Executive Director Public Works

Prepared by: Stacy Orton
Department: Public Works Agency
City Manager Approval: 

Submitted to Council/O.H.A. 01/21/2020
Approved: _____
Continued to: _____
Denied: _____

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The Grove Avenue Trail Connector project is consistent with the grant program criteria and will create a walking/biking trail with amenities that will promote new greening infrastructure, increase current recreational opportunities and provide a new dedicated trail system from Fourth Street to Holt Boulevard along Grove Avenue. Phase 1 of the project, from Holt Boulevard to D Street, was approved by the City Council within the Transformative Climate Communities application and is in the final stages of the design phase. The RTP grant application will include one or more of Phases 2 – 4 of the project, from D Street to Fourth Street, where the budget estimate is no more than the maximum grant amount of \$1,560,000. The recommended resolution of the City Council is a mandatory requirement of the State Department of Parks and Recreation grant application process.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO,
CALIFORNIA, APPROVING THE APPLICATION FOR GRANT FUNDS
FROM THE RECREATIONAL TRAILS PROGRAM.

WHEREAS, the "Fixing America's Surface Transportation (FAST) Act" provides funds to the State of California for Grants to federal, state, local and non-profit organizations to acquire, develop and/or maintain motorized and non-motorized trail Projects; and

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility for the administration of the program within the State, setting up necessary procedures governing Project Application under the program; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of Application(s) before submission of said Application(s) to the State; and

WHEREAS, the Applicant will enter into a Contract with the State of California to complete the Project(s).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ontario hereby:

1. Approves the filing of an application for the Recreational Trails Program, and
2. Certifies that said Applicant has or will have available prior to commencement of any work on the Project(s) included in this application, the sufficient funds to complete the Project(s); and
3. Certifies that if the Project is consistent with the Applicant's general plan or the equivalent planning document; and
4. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the Contract shown in the Procedural Guide; and
5. Appoints the City Manager as agent to conduct all negotiations, sign and submit all documents, including, but not limited to, applications, agreements, amendments, payment requests and so on which may be necessary for the completion of the Project.
6. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

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

PASSED, APPROVED, AND ADOPTED this 21st day of January 2020.

PAUL S. LEON, MAYOR

ATTEST:

SHEILA MAUTZ, 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. 2020- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held January 21, 2020 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. 2020- duly passed and adopted by the Ontario City Council at their regular meeting held January 21, 2020.

SHEILA MAUTZ, CITY CLERK

(SEAL)

CITY OF ONTARIO

Agenda Report
January 21, 2020

SECTION:
CONSENT CALENDAR

SUBJECT: DESIGN SERVICE AGREEMENTS FOR CITYWIDE ON-CALL ARCHITECTURAL SERVICES

RECOMMENDATION: That the City Council and the Board of the Ontario Housing Authority approve and authorize the City Manager to execute three-year Design Service Agreements (on file in the Records Management Department) with: HMC Architects of Ontario, California; Holt Architecture of Palm Desert, California; Robert Borders & Associates of Costa Mesa, California; Westgroup Designs of Irvine, California; STK Architectural, Inc. of Temecula, California; Miller Architectural of Redlands, California; BOA Architecture of Long Beach, California; The Jones Group of Whittier, California; and Gillis + Panichapan Architects, Inc. of Costa Mesa, California; and authorize the City Manager to extend the agreements for up to two additional years consistent with City Council approved budgets.

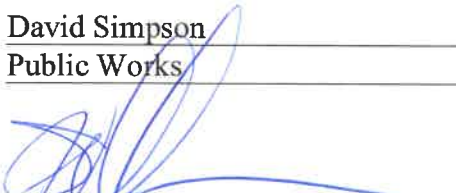
**COUNCIL GOALS: Focus Resources in Ontario's Commercial and Residential Neighborhoods
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)**

FISCAL IMPACT: Each firm will be compensated for on-call, as-needed services at the fixed hourly rates as set forth in their respective agreements for the work they perform on City Council approved capital improvement projects. The total compensation paid by the City or Authority under the original term and any subsequent term extensions will be contingent upon the type and amount of work performed and shall not exceed the amount allocated in the adopted budgets for the respective fiscal year.

Each firm has agreed to fixed hourly rates set forth in their respective agreements for three years. At the City's or Authority's discretion, up to two additional one-year extensions may be executed. Pricing for the option years will be negotiated, and any proposed fee increases will not exceed 3% per year.

BACKGROUND: In the furtherance of City Council goals and priority work program projects, City staff, at times, require design services that cannot be provided by City staff. The services to be provided by the firms include, but are not limited to: site analysis, conceptual layouts/space planning,

STAFF MEMBER PRESENTING: Tito Haes, Executive Director Public Works

Prepared by: David Simpson
Department: Public Works
City Manager Approval: 

Submitted to Council/O.H.A. 01/21/2020
Approved: _____
Continued to: _____
Denied: _____

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architectural design and engineering services, post design services, move management and bidding services.

Staff is recommending on-call contracts with nine qualified architectural services firms. Contracting with multiple firms will ensure a cost-effective option and staff sufficient resources are available for projects and task orders as they may arise. The execution of these agreements does not guarantee any specific level of payment or assignment of work to any firm. The pre-selection of firms based on qualifications allows the assignment of tasks based on best value, specialized expertise or availability to meet the City's project timelines. In addition, staff is recommending that all contracts be executed between the firms and the City as well as the Housing Authority, so that any City department can make use of these services for their respective projects.

On October 4, 2019, the City solicited request for proposals (RFP's) for on-call architectural services; and received fourteen responses from the following firms:

<u>COMPANY</u>	<u>LOCATION</u>
HMC Architects	Ontario, CA
Holt Architecture	Palm Desert, CA
Robert Borders & Associates	Costa Mesa, CA
Westgroup Designs	Irvine, CA
STK Architecture, Inc.	Temecula, CA
Miller Architectural	Redlands, CA
BOA Architecture	Long Beach, CA
The Jones Payne Group	Whittier, CA
Gillis + Panichapan Architects, Inc.	Costa Mesa, CA
Archetype International	Tustin, CA
IDS Group	Irvine, CA
Johnson Favaro, LLP	Culver City, CA
Matlock Design Build	Ontario, CA
Vulkan Architects	Costa Mesa, CA

Using a qualifications-based selection process, the proposals were reviewed and scored by City staff from Public Works, Housing, Police and Fire Departments according to the scoring criteria outlined in the RFP. The criteria consisted of the firm's profile, staffing, project experience and references. The nine firms of HMC Architects, Holt Architecture, Robert Borders & Associates, Westgroup Designs, STK Architecture, Miller Architectural Corporation, BOA Architecture, The Jonas Group, and Gillis + Panichapan Architects were judged to be the most qualified. As such, they are being recommended based on their broad range of expertise as demonstrated by their services provided to municipal agencies and capability to perform the work in a timely manner.

CITY OF ONTARIO

Agenda Report
January 21, 2020

SECTION:
CONSENT CALENDAR

SUBJECT: AN URGENCY ORDINANCE AMENDING SECTION 6-8.46 OF CHAPTER 8, OF TITLE 6, OF THE ONTARIO MUNICIPAL CODE REGARDING THE RULES AND REGULATIONS OF THE ONTARIO MUNICIPAL UTILITIES COMPANY

RECOMMENDATION: That the City Council introduce and waive further reading of an urgency ordinance amending Section 6-8.46 of Chapter 8, of Title 6, of the Ontario Municipal Code, and adopt the ordinance effective immediately as an urgency measure by a four-fifths vote of the City Council.

COUNCIL GOALS: Operate in a Businesslike Manner

FISCAL IMPACT: None.

BACKGROUND: Section 1-1.09 of the Ontario Municipal Code authorizes the City Manager to enact administrative policies and procedures for the implementation and administration of the Ontario Municipal Code. Section 6-8.46 of the Ontario Municipal Code, however, states that the rules and regulations explaining the procedures and methods of the Ontario Municipal Utilities Company in carrying out the provisions of Chapter 8B of Title 6 of the Ontario Municipal Code shall be set forth and amended by ordinance of the City Council. There is an immediate and urgent need to adopt new policies and procedures related to the provision of water services to ensure compliance with recent changes to state law. The proposed revision to OMC Section 6-8.46 is as follows:

Rules and regulations explaining the procedures and methods of the Municipal Utilities Company in carrying out the provisions of this chapter shall be set forth and may be amended pursuant to Section 1-1.09 of this Code.

STAFF MEMBER PRESENTING: Armen Harkalyan, Executive Director of Finance

Prepared by: Josephine Mwendapole
Department: Revenue Services
City Manager Approval: 

Submitted to Council/O.H.A. 01/21/2020
Approved: _____
Continued to: _____
Denied: _____

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Staff recommends that the City Council adopt the urgency ordinance approving a consistent method of adopting future changes to the administrative policies and procedures regarding the provision of City services and the implementation and administration of the Ontario Municipal Code. Approving the urgency ordinance will allow the City Manager to adopt new administrative policies and procedures implementing Chapter 8B of Title 6 of the Ontario Municipal Code to ensure current and continued compliance with state law.

11690, *et seq.*). More specifically the bill dictates that Municipal Utility Companies shall not discontinue residential water service for nonpayment unless the customer has been delinquent in any amount for at least sixty (60) days. Additionally, utility companies shall not discontinue residential water service during the pendency of any appeal filed by the customer which is further detailed in the proposed policy.

Staff recommends that the City Council adopt the urgency ordinance approving a consistent method of adopting future changes to the administrative policies and procedures regarding the provision of City services and the implementation and administration of the Ontario Municipal Code. Approving the urgency ordinance will allow the City Manager to adopt new administrative policies and procedures implementing Chapter 8B of Title 6 of the Ontario Municipal Code to ensure current and continued compliance with state law.

ONTARIO MUNICIPAL UTILITY COMPANY
RESIDENTIAL WATER SERVICE DISCONNECTION POLICY

Effective Date: Feb. 1, 2020

Purpose:

The purpose of this policy (“Residential Disconnection Policy”) is to establish requirements for discontinuation of residential water service for non-payment on or after February 1, 2020, pursuant to Senate Bill No. 998 (codified as the Water Shutoff Protection Act at Health & Safety Code Sections 11690, *et seq.*)

As used here, “residential water service” means water service to a residential connection that includes single-family residences, multifamily residences, mobile homes, including, but not limited to mobile homes in mobile home parks, or farmworker housing. “Delinquent” means that the water bill was not paid in full on the due date stated on the bill.

The policy does not apply to nor does it revise current requirements (unless explicitly stated) for:

- (a) Termination of water service at the request of the residential water customer;
- (b) Termination by the OMUC due to unauthorized actions of a residential customer;
- (c) Discontinuation of water service for non-residential accounts;
- (d) Termination of water service where the provisions of the Water Shutoff Protection Act do not apply; or
- (e) Other programs offered by the OMUC, including but not limited to senior and disabled persons discounts as provided by Ontario Municipal Code Section 6-8.50.

The Residential Disconnection Policy shall be made available to the public on the OMUC’s Internet Website and provided in writing upon request.

This policy shall be available in English, Spanish, Chinese, Tagalog, Vietnamese and Korean and any other language spoken by at least ten percent (10%) of the people residing in the OMUC’s service area.

How to avoid discontinuation of service:

Residential customers with delinquent water bills should contact the Ontario Municipal Utilities Company (OMUC) Customer Service Division at 1333 S Bon View Ave, CA 91761 or by telephone at 909-395-2050.

Procedures:

1. Requirements for Discontinuing Residential Water Service: The OMUC shall not discontinue residential water service for nonpayment unless the customer has been delinquent in any amount for at least sixty (60) consecutive calendar days. The OMUC shall not discontinue residential water service during the pendency of any appeal filed by a customer pursuant to Section 7 below.
2. OMUC Contact with Customer: An OMUC representative shall contact the customer responsible for the account by written notice of the delinquency prior to discontinuation of residential water service for nonpayment.
 - 2.1. The written notice shall be provided no less than seven (7) business days before discontinuation of service for non-payment. The written notice shall be in substantially the same form as Exhibit A to this policy and shall contain, at a minimum, the following information:
 - 2.1.1. The customer's name and address.
 - 2.1.2. The amount of the delinquency.
 - 2.1.3. The date by which payment or arrangement for payment is required in order to avoid discontinuation of residential service.
 - 2.1.4. A description of the process to apply for an extension of time to pay the delinquent charges.
 - 2.1.5. A description of the procedure to petition for bill review and appeal.
 - 2.1.6. A description of the procedure by which the customer may request a deferred, reduced, or alternative payment schedule, including an amortization of the delinquent residential service charges, consistent with this Policy.
 - 2.2. The written notice shall be mailed to the customer responsible for the account. If the customer's mailing address is not the address of the property to which residential water service is provided, the written notice shall be sent to the address of the customer and shall also be sent to the address of the property to which residential water service is provided, addressed to "Resident."
 - 2.3. If the written notice is returned as undeliverable, a OMUC representative shall make a good faith effort to visit the residence and provide notice of imminent disconnection (in a language used by the customer, if known) in a prominent and

conspicuous location by placing it in a door hanger.

3. Postponing Discontinuance of Residential Service for Non-payment; Payment Plans:

3.1. The OMUC shall not discontinue residential service for nonpayment where a customer contacts OMUC, provides the following information and requests a payment plan, and all of the following conditions are met:

3.1.1. The customer, or a tenant of the customer, submits to the OMUC the certification of a primary care provider (as defined in Section 14088 of the Welfare and Institutions Code) that discontinuation of residential service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided.

3.1.2. The customer shows that he or she is financially unable to pay for residential water service in the normal billing cycle. The customer may demonstrate that by following the procedures set out in Ontario Municipal Code Section 6.-8.50(c) to declare that the household's annual income is less than 200 percent of the federal poverty level or by providing the Executive Director of Finance or his/her designee evidence that that the customer or any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level. Those customers who have qualified for the senior citizens or disabled persons pursuant to Ontario Municipal Code Section 6.8-50 shall be deemed to have met the requirements to show financial inability to pay for residential water service in the normal billing cycle.

3.1.3. The customer is willing to enter into an amortization agreement, alternative payment schedule or a plan for deferred or reduced payment, as set out in Section 3.2 below.

3.2. Repayment Agreements: Where all the conditions in Section 3.1 are met, the Executive Director of Finance or his/her designee will select and offer the customer one or more of the following options:

3.2.1. Amortization of the unpaid balance;

3.2.2. Participation in an alternative payment schedule;

3.2.3. Partial or full reduction of the unpaid balance financed without additional charges to other ratepayers;

3.2.4. Temporary deferral of payment.

- 3.3. The repayment option should result of repayment of the outstanding balance plus within 12 months from the original date of the bill. Executive Finance Director or his or her designee may grant a longer repayment period if they find the longer period is necessary to avoid undue hardship to the customer based on the circumstances of the individual case. (See Exhibit "B" Request for Repayment Agreement and Exhibit "C" Repayment Agreement)
 - 3.4. Amortized or other repayments will be combined with, and subject to the due date of the customer's regular bill. Late charges and interest will be included in the outstanding balance in the amounts set by OMUC unless otherwise provided by this policy or by other OMUC policies.
 - 3.5. The customer must comply with the terms of the Repayment Agreement as well as pay the current water bill. The customer may not request further amortization of any additional unpaid charges while paying delinquent charges pursuant to an amortization plan.
 - 3.6. The customer is in default of the Repayment Agreement or amortization plan if they do not pay their current residential service charges for sixty (60) calendar days or more after the date the bill is due as indicated on the bill. The notice provisions of Section 2 above shall not apply before discontinuation of residential water service in the case of default under a Repayment Agreement or amortization plan.
 - 3.6.1. Failure to comply with the terms of a Repayment Agreement or amortization plan will result in the issuance of a written "Final Notice of Disconnection" (See Exhibit "D").
 - 3.6.2. Payment with a dishonored check is considered nonpayment as of the date of the check.
 - 3.6.3. The "Final Notice of Disconnection" will be in the form of a door hanger delivered to the premises no less than five (5) business days in advance of discontinuance of service.
4. Landlord-Tenant Water Payment: The following guidelines apply where (a) there is a landlord-tenant relationship between the residential tenants and the owner, manager, or operator of the residential unit, (b) the owner, manager or operator is the water service customer, and (c) the water service customer cannot pay for that water service.
- 4.1. The OMUC shall make a good faith effort to inform the tenants, by written notice,

at least ten (10) calendar days prior to discontinuation of residential water service for nonpayment when the OMUC provides metered residential water service to residential occupants and the owner, manager, or operator is the customer of record. Such notice shall inform the tenants that they have the right to become customers and the details of such service agreement such as to whom the service will then be billed, without being required to pay any amount which may be due on the delinquent account. (See Exhibit "E"). The notice shall be delivered by door hanger to each residential unit.

- 4.2. The OMUC is not required to make service available to any residential tenants unless each occupant (a) agrees to the terms and conditions of service; and (b) meets OMUC's requirements for service. However, if one or more of the residential tenants is willing and able to assume responsibility for the subsequent charges to the account to the satisfaction of the OMUC, or if there is a physical means legally available to the OMUC of selectively terminating service to those tenants who have not met or have not agreed to OMUC's requirements for service, the OMUC shall make service available to those tenants who have met those requirements.
 - 4.3. OMUC shall also inform any residential tenant who becomes an OMUC customer, whose lease or rent payments include charges for residential water service, where those charges are not separately stated, that under the Water Shutoff Protection Act that the tenant may be able to deduct from the lease or rent payment each payment of charges paid to the OMUC for water services.
 - 4.4. In the case of a detached single-family dwelling where the owner is the water customer, the OMUC may do any of the following as to the tenants:
 - 4.4.1. Give notice of termination of residential water service for nonpayment at least seven (7) calendar days prior to termination.
 - 4.4.2. In order to avoid payment of the delinquent amount by the tenant, a tenant who becomes the OMUC customer shall verify that the delinquent account customer of record is or was the property owner, manager, or agent of or for the residential unit. Verification may include, but is not limited to, providing a lease or rental agreement, rent receipts, or a government document indicating that the occupant is renting the property. If tenant satisfies this requirement, the tenant will not be responsible for any payment of the delinquent account. The provisions of Section 4.3 shall apply as well.
5. Re-establishment of residential water service: In order to restore or continue residential water service that has been discontinued for non-payment, the customer must pay a reconnection fee plus all delinquent charges or have an approved payment arrangement on file. The OMUC shall reconnect service as soon as practicable.

- 5.1. Water service that is turned on by any person other than the OMUC personnel may be subject to fines or additional charges or fees. Any damages that occur as a result of unauthorized restoration of service are the responsibility of the customer.
- 5.2. Low Income Customers:
 - 5.2.1. The residential customer shall be deemed to have a household income below 200 percent of the federal poverty line if any member of household is a current recipient of CalWORKs, Cal Fresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children or the customer declares that the household's annual income is less than 200 percent of the federal poverty level or is qualified as entitled to a senior or disabled person's discount pursuant to Ontario Municipal Code Section 6.8-50.
 - 5.2.2. Where the customer demonstrates to OMUC that household income is below 200 percent of the federal poverty line, the OMUC shall charge the lower of the following:
 - 5.2.2.1. A reconnection service fee applicable for reconnection during normal operating hours or during nonoperational hours that is applicable to the general public and which does not exceed the actual costs of reconnection; or
 - 5.2.2.2. A reconnection service fee during normal operating hours of fifty dollars (\$50) or during nonoperational hours of one hundred fifty dollars (\$150). The reconnection fees under this subsection shall be subject to an annual adjustment for changes in the Consumer Price Index (Riverside-San Bernardino-Ontario, all Urban Consumers) beginning January 1, 2021.
 - 5.2.3. Where the customer demonstrates to OMUC that household income is below 200 percent of the federal poverty line, the OMUC shall waive any applicable interest charges on delinquent bills once every 12 months.
6. Reporting: The OMUC shall report the number of annual discontinuations of residential service for non-payment on the OMUC's Internet Website and to the State Water Resources Control Board.
7. Appeals: Any customer may appeal the amount of a residential water service bill to the Executive Finance Director or his/her designee on a form provided by the OMUC for that purpose. There is no charge for the appeal. The appeal must be filed within 15 days of the

date of the bill as set out on the bill and must have all supporting evidence attached. No disconnection will occur while the appeal is considered. The Executive Finance Director shall provide the customer with a written determination regarding the appeal within 15 days of the submittal of a complete appeal.

ORDINANCE NO. _____

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AMENDING SECTION 6-8.46 OF THE ONTARIO MUNICIPAL CODE REGARDING THE RULES AND REGULATIONS OF THE ONTARIO MUNICIPAL UTILITIES COMPANY.

WHEREAS, California Government Code Section 36937(b) authorizes the City Council to enact an urgency ordinance for the immediate preservation of the public peace, health or safety by a four-fifths vote; and

WHEREAS, Ontario Municipal Code Section 1-1.09 provides that the City Manager is authorized to adopt administrative policies and procedures for the implementation and administration of the Code; and

WHEREAS, Ontario Municipal Code Section 6-8.46 requires that administrative policies and procedures for the implementation of Chapter 8B are set forth and amended by ordinance; and

WHEREAS, there is an immediate need to amend Section 6-8.46 to bring consistency to the methodology for the adoption of administrative procedures and policies of the City of Ontario for the immediate preservation of public peace, health or safety, which will allow, among other things, the immediate adoption of administrative procedures and policies governing the provision of water services within the City of Ontario that are consistent with state law.

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

SECTION 1. *Amendment.* Section 6-8.46 of the Ontario Municipal Code is hereby amended to read as follows:

“Sec. 6-8.46. Rules and regulations.

Rules and regulations explaining the procedures and methods of the Municipal Utilities Company in carrying out the provisions of this chapter shall be set forth and may be amended in the manner described at Section 1-1.09 of this Code.”

SECTION 2. *Urgency Declaration.* The City Council finds that, based on the facts described in the Recitals above, which are hereby incorporated by reference, the accompanying staff report, and presentations and comments received at the regular meeting of the City Council on January 21, 2020, the City Council hereby concludes and declares that this amendment is a matter of City-wide importance, is a reasonable and necessary measure designed for the immediate preservation and protection of the public health, safety or welfare of the community, and is in accord with the public purposes and provisions of applicable State and local laws and requirements. For those foregoing reasons, it is necessary that this urgency ordinance take effect immediately.

SECTION 3. 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 4. Effective Date. This Urgency Ordinance shall become effective immediately following its adoption by a four-fifths vote of the City Council pursuant to California Government Code Section 36937(b).

SECTION 5. Posting and Publication. The City Clerk shall certify as to the adoption of this Ordinance and shall cause a copy thereof to be published within fifteen (15) days of the adoption and shall post a certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this 21st day of January 2020.

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 Urgency Ordinance No. _____ was duly introduced and adopted at the regular meeting of the City Council of the City of Ontario held on the 21st day of January 2020, 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 Urgency Ordinance No. _____ duly passed and adopted by the Ontario City Council at their regular meeting held January 21, 2020 and the entire Ordinance was published on January 28, 2020 in the Inland Valley Daily Bulletin newspaper.

SHEILA MAUTZ, CITY CLERK

(SEAL)

CITY OF ONTARIO

Agenda Report
January 21, 2020

SECTION:
CONSENT CALENDAR

SUBJECT: A RESOLUTION APPROVING FINAL PARCEL MAP NO. 19787 LOCATED AT THE SOUTHEAST CORNER OF ARCHIBALD AVENUE AND ONTARIO RANCH ROAD

RECOMMENDATION: That the City Council adopt a resolution approving Final Parcel Map No. 19787 located at the southeast corner of Archibald Avenue and Ontario Ranch Road.

COUNCIL GOALS: Invest in the Growth and Evolution of the City's Economy
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)
Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in Ontario Ranch

FISCAL IMPACT: None. All public infrastructure improvements required for this subdivision will be constructed at a future date by the developer at its sole cost.

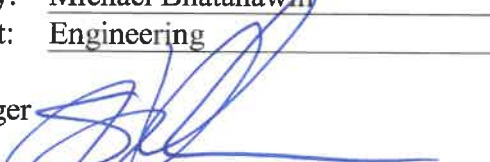
BACKGROUND: Final Parcel Map No. 19787, consisting of four (4) parcels, three (3) letter lots and a remainder parcel on 76.86 acres, as shown on Exhibit 'A', has been submitted by the Ronald and Kristine Pietersma Family Trust and Loyola Properties 1, a California Limited Partnership (Ronald Pietersma, Trustee of the Ronald and Kristine Pietersma Family Trust).

Tentative Parcel Map No. 19787 was approved by the Planning Commission on October 24, 2017 and is consistent with the adopted Grand Park Specific Plan.

This subdivision creates four developable parcels within the northerly portion of the site and a remainder parcel at the northeast corner of Archibald Avenue and Eucalyptus Avenue for the City's future Great Park.

Improvements associated with the parcel map and the remainder parcel are subject to the terms of the Development Agreement and include AC pavement, curb, gutter, sidewalk, landscaped parkways, fiber

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

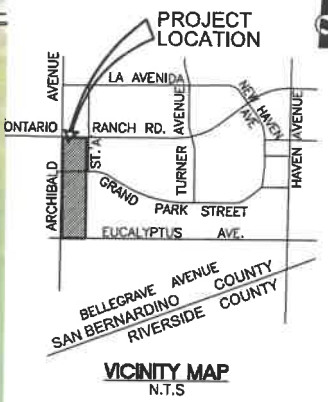
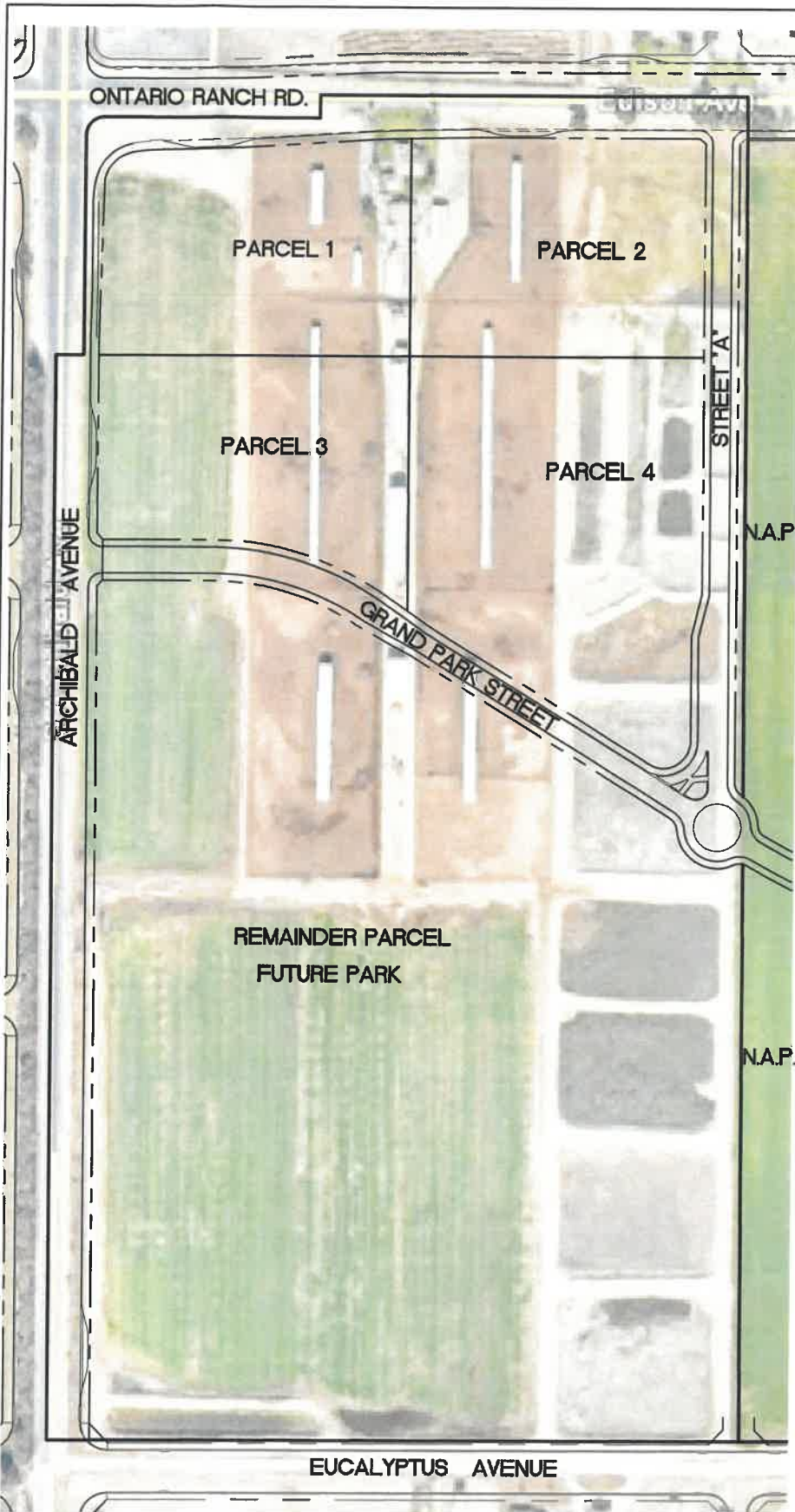
Prepared by: Michael Bhatanawin
Department: Engineering
City Manager Approval: 

Submitted to Council/O.H.A. 01/21/2020
Approved: _____
Continued to: _____
Denied: _____

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optic conduits, fire hydrants, sewer, water, recycled water mains, storm drain, and streetlights. The improvements in parkway landscaping will be consistent with current City approved drought measures.

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



EUCALYPTUS AVENUE

PREPARED BY:
January, 2020

FUSCOE
ENGINEERING

2850 Inland Empire Boulevard, Suite B
Ontario, California 91764
tel 909.581.0676 • fax 909.581.0696
www.fuscoe.com

SCALE: 1"=200'

EXHIBIT A
TPM 19787

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA APPROVING FINAL PARCEL MAP NO. 19787 LOCATED AT THE SOUTHEAST CORNER OF ARCHIBALD AVENUE AND ONTARIO RANCH ROAD.

WHEREAS, Tentative Parcel Map No. 19787, submitted for approval by the Ronald and Kristine Pietersma Family Trust and Loyola Properties 1, a California Limited Partnership (Ronald Pietersma, Trustee of the Ronald and Kristine Pietersma Family Trust), was approved by the Planning Commission of the City of Ontario on October 25, 2017; and

WHEREAS, Tentative Parcel Map No. 19787 consists of four (4) parcels, three (3) letter lots and a remainder parcel being a subdivision of Parcel 1 of Official Map No. 1009 recorded April 18, 2016 in Book 2, Pages 30 through 34, inclusive, of official maps, San Bernardino County, State of California; and

WHEREAS, this subdivision creates a remainder parcel at the northeast corner of Archibald Avenue and Eucalyptus Avenue for the City's future Great Park; and

WHEREAS, to meet the requirements established as prerequisite to final approval of Parcel Map No. 19787, said developer has entered into a Development Agreement for Parcel Map No. 19787 and a Purchase and Sales Agreement for the remainder parcel; and

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

1. That Final Parcel Map No. 19787 be approved and that the City Clerk be authorized to execute the statement thereon on behalf of said City.

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

PASSED, APPROVED, AND ADOPTED this 21st day of January 2020.

PAUL S. LEON, MAYOR

ATTEST:

SHEILA MAUTZ, 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. 2020- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held January 21, 2020 by the following roll call vote, to wit:

AYES: MAYOR/COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2020- duly passed and adopted by the Ontario City Council at their regular meeting held January 21, 2020.

SHEILA MAUTZ, CITY CLERK

(SEAL)

CITY OF ONTARIO

Agenda Report
January 21, 2020

SECTION:
PUBLIC HEARINGS

SUBJECT: A RESOLUTION APPROVING A CITYWIDE FEE SCHEDULE TO ESTABLISH AND AMEND CERTAIN SERVICE AND DEVELOPMENT-RELATED FEES FOR CITY SERVICES, AND REPEALING PREVIOUS ACTIONS TO THE EXTENT THEY ARE IN CONFLICT

RECOMMENDATION: It is recommended that the City Council adopt a resolution to approve a citywide fee schedule in order to establish and amend certain service and development-related fees for City services and repeal previous actions that are in conflict with the proposed resolution.


COUNCIL GOALS: Operate in a Businesslike Manner

FISCAL IMPACT: The proposed action will establish and/or modify fees related to development, construction review, commercial/industrial fire inspection, housing services, community improvement, field and facility rentals, library services, police services, information technology services, and miscellaneous citywide services. Additional projected revenues from new and/or modified fees are projected to total \$438,000 for the remainder of FY 2019-20. Updated revenue projections will be incorporated as part of the next quarterly budget update.

BACKGROUND: The City charges a number of fees for services which include fees for processing of land use entitlement applications; review and processing of improvement plans for public and private improvements; processing applications for permits for construction; inspection of permitted construction; on-going inspections required by the Fire Code; false alarm responses, and; other special services. The City is authorized to establish and collect fees for services up to the amount of the City's total estimated cost to provide the identified services.

Fees for development and fire inspection services were last updated in June 2004. In 2012, select fees for housing services, code enforcement and police services were established or modified. In 2019, a comprehensive fee study was conducted by the City's consultant. The study encompassed fees for the Engineering, Planning, Building, Fire Prevention, Housing, Community Improvement, and Police

STAFF MEMBER PRESENTING: Armen Harkalyan, Executive Director of Finance

Prepared by: Jason M. Jacobsen
Department: Financial Services
City Manager Approval: 

Submitted to Council/O.H.A. 01/21/2020
Approved: _____
Continued to: _____
Denied: _____

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Departments (water utility and refuse fees were not included in the study). As a result, the City's consultant found that the fees encompassed by the study no longer reflected the City's cost of providing services.

A comprehensive user fee schedule has been prepared to provide information regarding the costs associated with each City service, its current fee, and the recommended fee (see Exhibit A "City of Ontario FY 2019-20 Proposed Citywide Fee Schedule"). To facilitate cost recovery for these departments, some fees have been recommended for increases up to the full-cost of providing the service. Staff has also taken into consideration the impact of increased fees on various service recipients and, as a result, some fees have been recommended to receive a modest increase or no increase at all. Where fees are below the cost to provide the service, the City will effectively subsidize the service by making up the difference. Subsidized fees are recommended in particular cases in order to encourage certain activities or behaviors (e.g. code compliance, public health and safety, development). Other fees have been recommended for decreases to ensure the City fulfills its responsibility to implement fees that do not exceed the cost for the City to provide the related service.

Additionally, the Community Life & Culture Agency conducted a market-rate fee study to benchmark their facility and field rental fees against nearby cities. As a result, some Recreation & Community Services fees have been increased to assist the Department in competing with other local agencies for field and facility reservations. In addition, new fee categories have been established for non-residents.

All recommended modifications to City fees have been incorporated in the FY 2019-20 Proposed Citywide Fee Schedule (Exhibit A). The schedule of fees for each department will take effect according to the following schedule:

- Community Life & Culture Fees: Effective May 11, 2020 (to coincide with summer registration)
- Development Fees - Engineering, Planning, Building, Fire Prevention: Effective 60 days from the date of fee resolution approval (March 21, 2020)
- Housing, Community Improvement, Police, Information Technology, Citywide & Miscellaneous Fees: Effective 30 days from the date of fee resolution approval (February 20, 2020).

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADOPTING A CITYWIDE FEE SCHEDULE ESTABLISHING AND AMENDING CERTAIN SERVICE AND DEVELOPMENT-RELATED FEES FOR CITY SERVICES, AND REPEALING PREVIOUS ACTIONS IN CONFLICT HEREWITH.

WHEREAS, pursuant to the provisions of the California Constitution, the laws of the State of California, and City ordinances, the City of Ontario is authorized to adopt and implement fees and charges for certain municipal services, provided the same do not exceed the estimated reasonable cost of providing such services; and

WHEREAS, the City Council of the City of Ontario (the "City Council") previously adopted Resolution No. 2004-065 approving an updated and modified schedule of fees for Building, Planning, Engineering and Fire Prevention services; Resolution No. 2005-115 to establish fees for processing Mills Act applications; Resolution No. 2008-046 to establish the Systematic Inspection Program Fee; Resolution No. 2012-010 to establish an administrative fee for towing; Resolution No. 2012-073 to establish and amend fees to reimburse the City for the Abatement of Nuisance Conditions; and

WHEREAS, City staff has conducted a comprehensive review of the current services and fees administered by the City's Development, Fire, Police, and Housing & Neighborhood Preservation agencies to determine if the current fee amounts are reflective of the costs to provide such services and are consistent with best practices and statutory requirements; and

WHEREAS, the City Council wishes to update and modify previously established fee amounts and fee categories as proposed by City staff to facilitate the recovery of the City's actual costs of providing such services; and

WHEREAS, the City Council wishes to update and modify current fees amounts and fee categories administered by the Community Life & Culture agency for facility rental and recreation services; and

WHEREAS, the updated and modified fees categories and amounts proposed for adoption have been incorporated into a document titled "City of Ontario FY 2019-20 Proposed Citywide Fee Schedule" for ease of reference.

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

SECTION 1. The "City of Ontario FY 2019-20 Proposed Citywide Fee Schedule," attached as Exhibit "A" is hereby adopted by reference.

SECTION 2. The schedule of development fees established hereunder in Exhibit "A" Section III. "Development" and Section IV. "Fire Prevention" shall be imposed and collected on March 21, 2020, sixty (60) days from the date of adoption of this Resolution. The schedule of fees established hereunder in Exhibit "A" Section II. "Community Life & Culture" shall be imposed and collected on May 11, 2020. All other fees shall take effect on February 20, 2020, thirty (30) days from the date of adoption of this Resolution.

SECTION 3. The fee categories and fee amounts contained in Exhibit "A" shall supersede any and all other fees previously set by resolution.

SECTION 4. Other previous City Council actions are hereby repealed to the extent that they are inconsistent herewith.

SECTION 5. The remaining provisions of Resolution Nos. 2004-065, 2005-115, 2008-046, 2012-010, and 2012-073 and all other previous resolutions amended by this Resolution shall not be affected and shall remain in effect to the extent not inconsistent herewith.

PASSED, APPROVED, AND ADOPTED this 21st day of January 2020.

PAUL S. LEON, MAYOR

ATTEST:

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. 2020- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held January 21, 2020 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. 2020- duly passed and adopted by the Ontario City Council at their regular meeting held January 21, 2020.

SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

City of Ontario FY 2019-20 Proposed Citywide Fee Schedule

[Attached]



FY 2019-20

Proposed Citywide Fee Schedule

(Fees, Fines & Charges)

**City of Ontario
FY 2019-20 Proposed Citywide Fee Schedule**

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I. - Miscellaneous Charges

Section 1. Citywide & Miscellaneous Charges

Comments	Fee #	Fee Description	Unit/Notes	Current Fee FY 2018-19	Recommended Fee FY 2019-20
No Change	1	Copies (B&W)	Per Page	\$ 0.15	\$ 0.15
No Change	2	Printing (Color)	Per Page	\$ 0.25	\$ 0.25
No Change	3	Fair Political Practices Copies (State Regulated Fee)	Per Page	\$ 0.10	\$ 0.10
No Change	4	Copies of CD's	Each	\$ 10.00	\$ 10.00
No Change	5	Copies of DVD's	Each	\$ 15.00	\$ 15.00
No Change	6	Maps: City, Site Plans, Zoning Maps (B&W)	Each	\$ 4.00	\$ 4.00
No Change	7	Maps: City, Site Plans, Zoning Maps (Color)	Each	\$ 17.00	\$ 17.00
No Change	8	Copies of Tract Maps	Each	\$ 1.50	\$ 1.50
No Change	9	Special Event Application Fee	Each	\$ 25.00	\$ 25.00
Restructured	10	Subpoena for Records: (staff time for providing documentation and supplemental materials)	Per Hour	\$ 15.00	Hourly Rate
No Change	11	Subpoena Witness Fee Deposit: Collected from Defense at time of request. (State Fee) ^A	Each Day	\$ 275.00	\$ 275.00
No Change	12	Passport Photo	Each	\$ 15.00	\$ 15.00
No Change	13	Passport Processing	Each	\$ 35.00	\$ 35.00
No Change	14	Credit Card fee (pass through)	Each	2.1%	2.1%
No Change	15	Credit Card Service Fee - Payment Stopped By User ^B	Each	\$ 25.00	\$ 25.00
No Change	16	Returned Checks Service Fee ^B	Each	\$ 25.00	\$ 25.00
No Change	17	Lanyard for Sidewalk Vendors	Each	\$ 10.00	\$ 10.00
No Change	18	Late Charge Fee on Delinquent Accounts Receivable ^C	Percent of Amount Due	10.00%	10.00%
No Change	19	Late Charge Penalty (in addition to Late Charge Fee) ^C	Per month on all obligations older than 30 days.	1.50%	1.50%



I. - Miscellaneous Charges

Section 1. Citywide & Miscellaneous Charges

Comments	Fee #	Fee Description	Unit/Notes	Current Fee FY 2018-19	Recommended Fee FY 2019-20
New	20	Comprehensive Annual Financial Report (CAFR)	Per Book	N/A	\$ 30.00
New	21	Adopted Budget Book	Per Book	N/A	\$ 50.00
No Change	22	Notary Fees ^D	Per Signature	\$ 15.00	\$ 15.00
No Change	23	Dog License Fee - Altered (pass through) ^B	Each	\$ 25.00	\$ 25.00
No Change	24	Dog License - Unaltered (pass through) ^E	Each	\$ 55.00	\$ 55.00
No Change	25	Dog License - Penalty (pass through) ^B	Each	\$ 35.00	\$ 35.00
No Change	26	Dog License Fee - Altered (Senior Citizen) ^B	Each	\$ 5.00	\$ 5.00
No Change	27	Dog License - Unaltered (Senior Citizen) ^E	Each	\$ 55.00	\$ 55.00
No Change	28	Dog License - Penalty (Senior Citizen) ^E	Each	\$ 35.00	\$ 35.00

^A Per Government Code, Section 68097.2

^B Per OMC Sec. 1-2.08

^C Per OMC Sec. 1-2.07

^D Per Government Code, Section 8202.5 & 8211

^E City contracts with IVHS for dog licensing services. For any questions, please contact them at (909) 623-9777



II. - Community Life & Culture

Section 1. Library Fees

Comments	Fee #	Fee Description	Unit/Notes	Current Fee FY 2018-19	Recommended Fee FY 2019-20
No Change	1	Library Card	Per Card	No Charge	No Charge
No Change	2	Interlibrary Loans	Per Item	\$2.00	\$2.00
Robert E. Ellingwood Model Colony History Room					
No Change	3	Photo Collection Scanned Copy	Per Page	\$5.00	\$5.00
No Change	4	Print/Copy	Per Page	\$0.15	\$0.15
Ovitt Family Community Library Meeting Room Reservation					
Restructured	5	Resident	Per Hour	\$45.00	\$60.00
Restructured	6	Non-Resident	Per Hour	\$45.00	\$90.00



II. - Community Life & Culture

Section 2. Library Fines

Comments	Fine #	Fee Description	Unit/Notes	Current Fee FY 2018-19	Recommended Fee FY 2019-20
Fines: Damaged, Lost or Stolen Materials					
No Change	1	Damaged Book Cover	Each	\$4.00	\$4.00
No Change	2	Damaged Plastic Book Cover	Each	\$2.00	\$2.00
No Change	3	Damaged Bar Code	Each	\$1.00	\$1.00
No Change	4	Damaged RFID Tag	Each	\$1.00	\$1.00
No Change	5	Pages Cut/Torn	Each Item	Full Cost of Item + \$5.00	Full Cost of Item + \$5.00
No Change	6	Lost or stolen library cards	Each	\$1.00	\$1.00
No Change	7	Lost or stolen items	Each	Full Cost of Item + \$5.00	Full cost of Item + \$5.00
No Change	8	Damage Beyond Repair	Each	Full cost of Item + \$5.00	Full cost of Item + \$5.00
No Change	9	Blu-Ray/DVD Storage Case (Holds 1-2)	Each	\$3.00	\$3.00
No Change	10	Books CD/Multi Media Storage Case	Each	\$5.00	\$5.00
No Change	11	Music CD Case (Holds 1-2)	Each	\$1.50	\$1.50
No Change	12	Liner Notes/Libretto	Each	\$5.00	\$5.00
No Change	13	Replacement CD (Books on CD)	Each	\$9.00	\$9.00
No Change	14	Kit Bag	Each	\$0.50	\$0.50



II. - Community Life & Culture

Section 2. Library Fines

Comments	Fine #	Fee Description	Unit/Notes	Current Fee FY 2018-19	Recommended Fee FY 2019-20
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Fines: Overdue Materials

NOTE: Overdue fines are assessed from the first day past due on a per day/per item basis. The following fees apply:

Increase	15	Overdue Material above \$25 in value: Collection Agency Fee Charged for Delinquencies After 14 days	Each Item/Per Day	\$7.00	\$9.00
No Change	16	Audiobooks, Media Kits (CD and MP3s), Books, CDs, CD-ROMs, and Magazines	Each Item/Per Day	\$0.15	\$0.15
No Change	17	DVDs or Blu-Rays	Each Item/Per Day	\$1.00	\$1.00

FY 2019-20 Proposed Citywide Fee Schedule - Fees, Fines & Charges

II. - Community Life & Culture

Section 2. Recreation Fees

Comments	Fee #	Fee Description	Unit/Notes	Current Fee FY 2018-19	Recommended Fee FY 2019-20
Picnic Shelter Rentals (Resident)					
Increase	1	Small (All Day)	Per Day	\$ 20.00	\$ 35.00
Increase	2	Large (All Day)	Per Day	\$ 40.00	\$ 60.00
New	3	Electricity	Per Rental	N/A	\$ 10.00
Picnic Shelter Rentals (Non-Resident)					
Increase	4	Small (All Day)	Per Day	\$ 20.00	\$ 45.00
Increase	5	Large (All Day)	Per Day	\$ 40.00	\$ 80.00
New	6	Electricity	Per Rental	N/A	\$ 10.00
R. Jack Mercer Community Bandstand (Resident)					
Increase	7	Band Stand	Per Hour	\$75-\$150	\$ 100.00
New	8	Electricity	Per Rental	N/A	\$ 10.00
R. Jack Mercer Community Bandstand (Non-Resident)					
Increase	9	Band Stand	Per Hour	\$75-\$150	\$ 150 Per Hour
New	10	Electricity	Per Rental	N/A	\$ 10 Per Rental
Fields (Resident)					
Increase	11	Soccer & Football Fields (2 hr. min.)	Each	\$ 75 All Day	\$ 15 Per Hour
No Change	12	Deposit (Sports fields)	Each	\$ 100.00	\$ 100.00
Increase	13	Jay Littleton Ball Park (4 hr. min.)	Each	\$ 75.00 All Day	\$ 45 Per Hour
Increase	14	Deposit (Jay Littleton)	Each	\$ 100.00	\$ 200.00
Increase	15	Concession Stand	Per Rental	\$ 25.00 -\$100.00	\$ 85.00
Restructured	16	Field Prep	Each	\$ 32.00	Based on Contractor
Increase	17	Base Rental	Each	\$ 3.00 Per Hour	\$ 20.00 Per Rental
No Change	18	Scoreboard/PA System	Per Rental	\$ 50.00	\$ 50.00
Increase	19	Staffing	Per Person, Per Hour	\$ 10.00	\$ 20.00
No Change	20	Field Lights (2 hr. min.)	Per Hour	\$ 22.00	\$ 22.00

FY 2019-20 Proposed Citywide Fee Schedule - Fees, Fines & Charges

II. - Community Life & Culture
Section 2. Recreation Fees

Comments	Fee #	Fee Description	Unit/Notes	Current Fee FY 2018-19	Recommended Fee FY 2019-20
Fields (Non-Resident)					
Increase	21	Soccer & Football Fields (2 hr. min.)	Each	\$ 75 All Day	\$ 50 Per Hour
No Change	22	Deposit (Sports fields)	Each	\$ 100.00	\$ 100.00
Increase	23	Jay Littleton Ball Park (4 hr. min.)	Each	\$ 75.00 All Day	\$ 75 Per Hour
Increase	24	Deposit (Jay Littleton)	Each	\$ 100.00	\$ 250.00
Increase	25	Concession Stand	Per Rental	\$ 25.00 - \$100.00	\$ 135.00
Increase	26	Field Prep	Each	\$ 32.00	Based on Contractor
Increase	27	Base Rental	Each	\$ 3.00 Per Hour	\$ 40.00 Per Rental
Increase	28	Scoreboard/PA System	Per Rental	\$ 50.00	\$ 70.00
Increase	29	Staffing	Per Person, Per Hour	\$ 10.00	\$ 20.00
Increase	30	Field Lights (2 hr. min.)	Per Hour	\$ 22.00	\$ 25.00
Sports (Resident)					
Increase	31	Adult Basketball	Each : Returning / New	\$ 210.00/\$235.00	\$ 250.00/\$265.00
Increase	32	Adult Volleyball	Each : Returning / New	\$ 175.00/\$200.00	\$ 140.00/\$130.00
Decrease	33	Adult Soccer	Each : Returning / New	\$ 275.00/\$300.00	\$ 240.00/\$230.00
Increase	34	Forfeit Bond	Per Team	\$ 36.00	\$ 40.00
New	35	Early Registration Discount	Per Team	N/A	\$ 25.00
Increase	36	Youth Sports	Per Participant	\$ 30.00	\$ 50.00
No Change	37	Sibling discount	Each Additional Child	\$ (2.00)	\$ (2.00)
Decrease	38	Adult Open Gym	Each	\$5.00 Per Person (Only charging \$2.00)	No Charge
Sports (Non-Resident)					
Increase	39	Adult Basketball	Each : Returning / New	\$ 210.00/\$235.00	\$ 275.00/\$290.00
Increase	40	Adult Volleyball	Each : Returning / New	\$ 175.00/\$200.00	\$ 175.00/\$165.00
Decrease	41	Adult Soccer	Each : Returning / New	\$ 275.00/\$300.00	\$ 275.00/\$265.00
Increase	42	Forfeit Bond	Per Team	\$ 36.00	\$ 40.00

FY 2019-20 Proposed Citywide Fee Schedule - Fees, Fines & Charges

II. - Community Life & Culture

Section 2. Recreation Fees

Comments	Fee #	Fee Description	Unit/Notes	Current Fee FY 2018-19	Recommended Fee FY 2019-20
New	43	Early Registration Discount	Each	N/A	\$ 25.00
Increase	44	Youth Sports	Per Participant	\$ 30.00	\$ 65.00
No Change	45	Sibling discount	Each Additional Child	\$ (2.00)	\$ (2.00)
Decrease	46	Adult Open Gym	Each	\$5 Per Person (actually charging \$2)	No Charge
Ontario Soccer Park (Resident)					
Field 1					
Increase	47	Full	Per Hour	\$ 30.00	\$ 35.00
Delete	48	Half	Per Hour	\$ 15.00	\$
Delete	49	Daily	Per Day	\$ 325.00	\$
Field 2					
Increase	50	Full	Per Hour	\$ 70.00	\$ 85.00
Increase	51	Half	Per Hour	\$ 35.00	\$ 42.50
Delete	52	Daily	Per Day	\$ 500.00	\$
Field 3					
Increase	53	Full	Per Hour	\$ 70.00	\$ 85.00
Increase	54	Half	Per Hour	\$ 35.00	\$ 42.50
Delete	55	Quad	Per Hour	\$ 17.50	\$
Delete	56	Daily	Per Day	\$ 800.00	\$
Field 4					
Increase	57	Full	Per Hour	\$ 70.00	\$ 85.00
Increase	58	Half	Per Hour	\$ 35.00	\$ 42.50
Delete	59	Quad	Per Hour	\$ 17.50	\$
Delete	60	Daily	Per Day	\$ 800.00	\$
Field 5					
Increase	61	Full	Per Hour	\$ 45.00	\$ 50.00
Delete	62	Half	Per Hour	\$ 22.50	\$
Delete	63	Daily	Per Day	\$ 500.00	\$

FY 2019-20 Proposed Citywide Fee Schedule - Fees, Fines & Charges

II. - Community Life & Culture

Section 2. Recreation Fees

Comments	Fee #	Fee Description	Unit/Notes	Current Fee FY 2018-19	Recommended Fee FY 2019-20
Field 6					
Increase	64	Full	Per Hour	\$ 45.00	\$ 50.00
Delete	65	Half	Per Hour	\$ 22.50	\$
Delete	66	Daily	Per Day	\$ 500.00	\$
Field 7					
Increase	67	Full	Per Hour	\$ 30.00	\$ 35.00
Delete	68	Half	Per Hour	\$ 15.00	\$
Delete	69	Daily	Per Day	\$ 325.00	\$
Concession Rental					
No Change	70	Full Day	Per Day	\$ 350.00	\$ 350.00
No Change	71	Half Day	Per Half Day	\$ 175.00	\$ 175.00
No Change	72	Hourly	Per Hour	\$ 30.00	\$ 30.00
Deposits (refundable)					
No Change	73	Facility/Security	Per Field	\$ 350.00/\$50.00	\$ 350.00/\$50.00
No Change	74	Concession Rental	Each	\$ 100.00	\$ 100.00
No Change	75	Processing Fee (non-refundable)	Each	\$ 25.00	\$ 25.00
No Change	76	Cancellation Fee	Percent of Field/Facility Fee	25.00%	25.00%
No Change	77	Vendor Permit	Each	\$ 40.00	\$ 40.00
Ontario Soccer Park (Non-Resident)					
Field 1					
Increase	78	Full	Per Hour	\$ 30.00	\$ 45.00
Delete	79	Half	Per Hour	\$ 15.00	\$
Delete	80	Daily	Per Day	\$ 325.00	\$
Field 2					
Increase	81	Full	Per Hour	\$ 70.00	\$ 115.00
Increase	82	Half	Per Hour	\$ 35.00	\$ 57.50
Delete	83	Daily	Per Day	\$ 500.00	\$

FY 2019-20 Proposed Citywide Fee Schedule - Fees, Fines & Charges

II. - Community Life & Culture
Section 2. Recreation Fees

Comments	Fee #	Fee Description	Unit/Notes	Current Fee FY 2018-19	Recommended Fee FY 2019-20
Field 3					
Increase	84	Full	Per Hour	\$ 70.00	\$ 115.00
Increase	85	Half	Per Hour	\$ 35.00	\$ 57.50
Delete	86	Quad	Per Hour	\$ 17.50	\$ -
Delete	87	Daily		\$ 800.00	\$ -
Field 4					
Increase	88	Full	Per Hour	\$ 70.00	\$ 115.00
Increase	89	Half	Per Hour	\$ 35.00	\$ 57.50
Delete	90	Quad	Per Hour	\$ 17.50	\$ -
Delete	91	Daily	Per Day	\$ 800.00	\$ -
Field 5					
Increase	92	Full	Per Hour	\$ 45.00	\$ 70.00
Delete	93	Half	Per Hour	\$ 22.50	\$ 0.00
Delete	94	Daily	Per Day	\$ 500.00	\$ 0.00
Field 6					
Increase	95	Full	Per Hour	\$ 45.00	\$ 70.00
Delete	96	Half	Per Hour	\$ 22.50	N/A
Delete	97	Daily	Per Day	\$ 500.00	N/A
Field 7					
Increase	98	Full	Per Hour	\$ 30.00	\$ 45.00
Delete	99	Half	Per Hour	\$ 15.00	\$ -
Delete	100	Daily	Per Day	\$ 325.00	\$ -

FY 2019-20 Proposed Citywide Fee Schedule - Fees, Fines & Charges

II. - Community Life & Culture

Section 2. Recreation Fees

Comments	Fee #	Fee Description	Unit/Notes	Current Fee FY 2018-19	Recommended Fee FY 2019-20
Concession Rental					
No Change	101	Full Day	Per Day	\$ 350.00	\$ 350.00
No Change	102	Half Day	Per Half Day	\$ 175.00	\$ 175.00
No Change	103	Hourly	Per Hour	\$ 30.00	\$ 30.00
Deposits (refundable)					
No Change	104	Facility/Security	Per Field	\$ 350.00/\$50.00	\$ 350.00/\$50.00
No Change	105	Concession Rental	Each	\$ 100.00	\$ 100.00
No Change	106	Processing Fee (non-refundable)	Each	\$ 25.00	\$ 25.00
No Change	107	Cancellation Fee	Percent of Field/Facility Fee	25.00%	25.00%
No Change	108	Vendor Permit	Each	\$ 40.00	\$ 40.00
Community Center Rentals (Resident)					
Increase	109	Multi Purpose Room (DA, DAQ, WW)	Each	\$ 65 All Day	\$ 60 Per Hour
Increase	110	Multi Purpose Room (Mun, OSC)	Each	\$ 65 All Day	\$ 75 Per Hour
Decrease	111	Kitchen Usage incl. in MPR rental	Per Rental	\$ 35 Per Rental	No Charge
Increase	112	Meeting Room	Each	\$ 40 Per Rental	\$ 50 Per Hour
Gymnasium					
Increase	113	DA or 1/2 of WW	Each	\$ 75 (weekday)	\$ 65 Per Hour
Increase	114	All of WW	Each	\$ 135 (weekend)	\$ 105 Per Hour
No Change	115	Scoreboard/PA System	Per Rental	\$ 50.00	\$ 50.00
No Change	116	Volleyball Equipment	Per Rental	\$ 50.00	\$ 50.00
Increase	117	Security Deposit Per Room	Each	\$ 100.00	\$ 200.00
New	118	Patio	Per Hour	N/A	\$ 50.00
No Change	119	Change/withdrawal participant fee if done by city staff	Per Transaction	\$ 5.00	\$ 5.00
Increase	120	Staffing	Per Person, Per Hour	\$ 10.00	\$ 20.00
New	121	Processing Fee (non-refundable)	Each	N/A	\$ 25.00
New	122	Cancellation Fee	Percent of Fee	N/A	25.00%
New	123	Custodial Fee	Per Hour	N/A	\$ 20.00

FY 2019-20 Proposed Citywide Fee Schedule - Fees, Fines & Charges

II. - Community Life & Culture
Section 2. Recreation Fees

Comments	Fee #	Fee Description	Unit/Notes	Current Fee FY 2018-19	Recommended Fee FY 2019-20
Community Center Rentals (Non-Resident)					
Increase	124	Multi Purpose Room (DA, DAQ, WW)	Each	\$ 65 All Day	\$ 90 Per Hour
Increase	125	Multi Purpose Room (Mun, OSC)	Each	\$ 65 All Day	\$ 105 Per Hour
Decrease	126	Kitchen Usage incl. in MPR rental	Per Rental	\$ 35.00	No Charge
Increase	127	Meeting Room	Each	\$ 40 Per Rental	\$ 70 Per Hour
Gymnasium					
Increase	128	DA or 1/2 of WW	Each	\$ 75 weekday	\$ 95 Per Hour
Increase	129	All of WW	Each	\$ 135 weekend	\$ 135 Per Hour
Increase	130	Scoreboard/PA System	Per Rental	\$ 50.00	\$ 70.00
Increase	131	Volleyball Equipment	Per Rental	\$ 50.00	\$ 70.00
Increase	132	Security Deposit Per Room	Each	\$ 100.00	\$ 250.00
New	133	Patio	Per Hour	N/A	\$ 70.00
No Change	134	Change/withdrawal participant fee if done by city staff	Per Transaction	\$ 5.00	\$ 5.00
Increase	135	Staffing Per Person	Per Person, Per Hour	\$ 10.00	\$ 20.00
New	136	Processing Fee (non-refundable)	Each	N/A	\$ 25.00
New	137	Cancellation Fee	Percent of Fee	N/A	25.00%
New	138	Custodial Fee	Per Hour	N/A	\$ 20.00
Delete	139	Rental Non-Resident	Each	\$ 20.00	\$
Community Center Programs (Resident)					
Camps					
Increase	140	Day Camp	Per Week	\$ 100.00	\$ 125.00
Increase	141	Tot Camp	Per Session	\$ 64.00	\$ 80.00
Increase	142	Youth Camp	Per Week	\$ 50.00	\$ 65.00
No Change	143	Sibling discount	Each Additional Child	\$ (2.00)	\$ (2.00)
Increase	144	Excursions/Trips	Per Person	\$ 4.50 - \$112.50	\$ 5.00 - \$150.00
New	145	Center Activities	Per Person	N/A	\$ 1.00 - \$50.00
New	146	Senior Dance	Per Person	N/A	\$ 1.00 - \$50.00
Increase	147	Youth Events	Per Person	\$ 4.50 - \$27.00	\$ 5.00 - \$150.00

FY 2019-20 Proposed Citywide Fee Schedule - Fees, Fines & Charges

II. - Community Life & Culture
Section 2. Recreation Fees

Comments	Fee #	Fee Description	Unit/Notes	Current Fee FY 2018-19	Recommended Fee FY 2019-20
Community Center Programs (Non-Resident)					
Camps					
Increase	148	Day Camp	Per Week	\$ 100.00	\$ 190.00
Increase	149	Tot Camp	Per Session	\$ 64.00	\$ 145.00
Increase	150	Youth Camp	Per Week	\$ 50.00	\$ 130.00
No Change	151	Sibling discount	Each Additional Child	\$ (2.00)	\$ (2.00)
Delete	152	Non-resident fee	Per Person	\$ 6.00	\$
Increase	153	Excursions/Trips	Per Person	\$ 4.50 - \$112.50	\$ 5.00 - \$150.00
New	154	Center Activities	Per Person	N/A	\$ 1.00 - \$50.00
New	155	Senior Dance	Per Person	N/A	\$ 1.00 - \$50.00
Increase	156	Youth Events	Per Person	\$ 4.50 - \$27.00	\$ 5.00 - \$150.00
Contract Classes & Miscellaneous Community Center Programs (Resident)					
Increase	157	Tiny Tots (2 days a week)	Per Session	\$ 112.00	\$ 140.00
Increase	158	Tiny Tots (3 days a week)	Per Session	\$ 168.00	\$ 210.00
No Change	159	Sibling discount	Each Additional Child	\$ (2.00)	\$ (2.00)
No Change	160	Recreation Classes	Each Class	% of gross revenues to cover facilities, registration, advertising and program coordination	% of gross revenues to cover facilities, registration, advertising and program coordination.
No Change	161	Change/withdrawal participant fee if done by city staff	Per Transaction	\$ 5.00	\$ 5.00
Increase	162	Staffing	Per Person, Per Hour	\$ 10.00	\$ 20.00
New	163	Processing Fee (non-refundable)	Each	N/A	\$ 25.00
New	164	Cancellation Fee	Percent of Fee	N/A	25.00%
New	165	Custodial Fee	Per Hour	N/A	\$ 20.00
Decrease	166	Social Club	Per Person	\$ 4.50	No Charge
Decrease	167	Adventure Night	Per Person	\$ 6.00	No Charge

FY 2019-20 Proposed Citywide Fee Schedule - Fees, Fines & Charges

II. - Community Life & Culture

Section 2. Recreation Fees

Comments	Fee #	Fee Description	Unit/Notes	Current Fee FY 2018-19	Recommended Fee FY 2019-20
Decrease	168	Night Out	Per Person	\$ 8.00	No Charge
Decrease	169	Movies	Per Person	\$ 4.00	No Charge
Decrease	170	Special Events	Per Person	\$ 5.50	No Charge
Increase	171	Special Events	Per Person	\$ 10.00 - \$50.00	\$ 5.00 - \$300.00
New	172	All other activities/events/excursions	Per Person	N/A	\$ 4.00 - \$30.00
Contract Classes & Miscellaneous Community Center Programs (Non-Resident)					
Increase	173	Tiny Tots (2 days a week)	Per Session	\$ 112.00	\$ 160.00
Increase	174	Tiny Tots (3 days a week)	Per Session	\$ 168.00	\$ 240.00
No Change	175	Sibling discount	Each Additional Child	\$ (2.00)	\$ (2.00)
Increase	176	Recreation Classes	Each Class	% of gross revenues to cover facilities, registration, advertising and program coordination	% of gross revenues to cover facilities, registration, advertising and program coordination. *Non-resident will pay an additional 25%, not to exceed \$10. All non-resident fees will be rounded to the nearest \$1.00 increment
No Change	177	Change/withdrawal participant fee if done by city staff	Per Transaction	\$5 Per Transaction	\$5 Per Transaction
Increase	178	Staffing	Per Person, Per Hour	\$ 10.00	\$ 20.00
New	179	Processing Fee (non-refundable)	Each	N/A	\$ 25.00
New	180	Cancellation Fee	Percent of Fee	N/A	25.00%
New	181	Custodial Fee	Per Hour	N/A	\$20.00

FY 2019-20 Proposed Citywide Fee Schedule - Fees, Fines & Charges

II. - Community Life & Culture
Section 2. Recreation Fees

Comments	Fee #	Fee Description	Unit/Notes	Current Fee FY 2018-19	Recommended Fee FY 2019-20
Decrease	182	Social Club	Per Person	\$ 4.50	No Charge
Decrease	183	Adventure Night	Per Person	\$ 6.00	No Charge
Decrease	184	Night Out	Per Person	\$ 8.00	No Charge
Decrease	185	Movies	Per Person	\$ 4.00	No Charge
Decrease	186	Special Events	Per Person	\$ 5.50	No Charge
Decrease	187	Non-Resident	Per Person	\$ 2.00	No Charge
Increase	188	Special Events	Per Person	\$ 10.00 - \$50.00	\$ 5.00 - \$300.00
New	189	All other activities/events/excursions		N/A	\$2 more than Ontario Resident
Aquatics (Resident)					
Increase	190	Swim lessons	Per Person	\$ 30.00	\$ 40.00
Increase	191	All Aquarobics	Per Person	\$ 30.00	\$ 40.00
Increase	192	Jr. Lifeguard	Per Person	\$ 60.00	\$ 70.00
Increase	193	Lifeguard Training Classes	Per Person	\$ 135.00	\$ 150.00
Increase	194	Water Safety Instructor Class	Per Person	\$ 150.00	\$ 200.00
Increase	195	Aquatic Sports	Per Person/Per Season	\$ 40.00	\$ 40.00 - \$60.00
No Change	196	Sibling discount	Each Additional Child	\$ (2.00)	\$ (2.00)
Increase	197	Recreation Swlm	Per Hour	\$ 0.75	\$ 1.00
Increase	198	Semi-Private	Per Person	\$ 60.00	\$ 75.00
Increase	199	Swim Pass	Per Person	\$ 15.00	\$ 20.00
Increase	200	Pool Rental (WW, Mun)	Per Rental	\$ 80.00 - \$200.00	\$ 300.00
Increase	201	Pool Rental (DAQ, Vet)	Per Rental	\$ 80.00 - \$200.00	\$ 200.00
Aquatics (Non-Resident)					
Increase	202	Swim lessons	Per Person	\$ 30.00	\$ 55.00
Increase	203	All Aquarobics	Per Person	\$ 30.00	\$ 55.00
Increase	204	Jr. Lifeguard	Per Person	\$ 60.00	\$ 85.00



II. - Community Life & Culture

Section 2. Recreation Fees

Comments	Fee #	Fee Description	Unit/Notes	Current Fee FY 2018-19	Recommended Fee FY 2019-20
Increase	205	Lifeguard Training Classes	Per Person	\$ 135.00	\$ 160.00
Increase	206	Water Safety Instructor Class	Per Person	\$ 150.00	\$ 210.00
Increase	207	Aquatic Sports	Per Person/Per Season	\$ 40.00	\$ 55.00 - \$75.00
No Change	208	Sibling discount	Each Additional Child	\$ (2.00)	\$ (2.00)
Increase	209	Recreation Swim	Per Hour	\$ 0.75	\$ 1.00
Increase	210	Semi-Private	Per Person	\$ 60.00	\$ 90.00
Increase	211	Swim Pass	Per Person	\$ 15.00	\$ 35.00
Increase	212	Pool Rental (WW, Mun)	Per Rental	\$80.00 - \$200.00	\$ 400.00
Increase	213	Pool Rental (DAQ, Vet)	Per Rental	\$80.00 - \$200.00	\$ 300.00



II. - Community Life & Culture

Section 3. Museum, Arts & Culture Fees

Comments	Fee #	Fee Description	Unit/Notes	Current Fee FY 2018-19	Recommended Fee FY 2019-20
No Change	1	Great Adventure Children's Camp	Per Participant	\$ 60.00	\$ 60.00
No Change	2	Ontario Arts & Culture Awards	Per Participant	\$ 75.00	\$ 75.00
No Change	3	Ontario Festival of the Arts	Per Participant	\$ 75.00	\$ 75.00
No Change	4	Miscellaneous Artist Application Fees	Per Participant	\$25.00 - \$50.00	\$25.00 - \$50.00
No Change	5	Materials Fee	Each	\$5.00 - \$10.00	\$5.00 - \$10.00

City of Ontario
 FY 2019-20 Proposed Citywide Fee Schedule - Fees, Fines & Charges



III. - Development

Section 1. Building Fees^A

Comments	Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services (2019 Fee Study)	Current Fee FY 2018-19	Recommended Fee FY 2019-20
Building Plan Check Fees						
No Change	1	Building Plan Check Fee	% of Permit	N/A	80.00%	80.00%
No Change	2	Building Plan Check for track housing or duplicate building	% of Permit	N/A	40.00%	40.00%
No Change	3	Expedited Plan Check Program	Original Plan Check Fee Plus Additional Percent: Less than \$1 million	N/A	50.00%	50.00%
No Change	4	Expedited Plan Check Program	Original Plan Check Fee Plus Additional Percent: Between \$1 and \$5 million	N/A	40.00%	40.00%
No Change	5	Expedited Plan Check Program	Original Plan Check Fee Plus Additional Percent: Between \$5 and \$10 million	N/A	30.00%	30.00%
No Change	6	Expedited Plan Check Program	Original Plan Check Fee Plus Additional Percent: Between \$10 and \$20 million	N/A	20.00%	20.00%
No Change	7	Expedited Plan Check Program	Original Plan Check Fee Plus Additional Percent: Greater than \$20 million	N/A	10.00%	10.00%
Building Permit Fees						
No Change	8	Building Permit - Base Fee (\$1-\$500)	Valuation: \$1 to \$500	N/A	\$ 23.50	\$ 23.50
No Change	9	Building Permit - Base Fee (\$501-\$2000)	Valuation: \$501 to \$2,000	N/A	\$ 23.50	\$ 23.50
No Change	10	Building Permit Fee (Each additional \$100, or fraction thereof, up to and including \$2000)	Each additional \$100, or fraction thereof, up to and including \$2,000	N/A	\$ 3.05	\$ 3.05
No Change	11	Building Permit - Base Fee (\$2001-\$25,000)	Valuation: \$2,001 to \$25,000	N/A	\$ 69.25	\$ 69.25

City of Ontario
FY 2019-20 Proposed Citywide Fee Schedule - Fees, Fines & Charges



III. - Development

Section 1. Building Fees^A

Comments	Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services (2019 Fee Study)	Current Fee FY 2018-19	Recommended Fee FY 2019-20
No Change	12	Building Permit Fee (Each additional \$1,000, or fraction thereof, up to and including \$25,000)	Each additional \$1,000, or fraction thereof, up to and including \$25,000	N/A	\$ 14.00	\$ 14.00
No Change	13	Building Permit - Base Fee (\$25,001-\$50,000)	Valuation: \$25,001 to \$50,000	N/A	\$ 391.25	\$ 391.25
No Change	14	Building Permit Fee (Each additional \$1,000, or fraction thereof, up to and including \$50,000)	Each additional \$1,000, or fraction thereof, up to and including \$50,000	N/A	\$ 10.10	\$ 10.10
No Change	15	Building Permit - Base Fee (\$50,001-\$100,000)	Valuation: \$50,001 to \$100,000	N/A	\$ 643.75	\$ 643.75
No Change	16	Building Permit Fee (Each additional \$1,000, or fraction thereof, up to and including \$100,000)	Each additional \$1,000, or fraction thereof, up to and including \$100,000	N/A	\$ 7.00	\$ 7.00
No Change	17	Building Permit - Base Fee (\$100,001-\$500,000)	Valuation: \$100,001 to \$500,000	N/A	\$ 993.75	\$ 993.75
No Change	18	Building Permit Fee (Each additional \$1,000, or fraction thereof, up to and including \$500,000)	Each additional \$1,000, or fraction thereof, up to and including \$500,000	N/A	\$ 5.60	\$ 5.60
No Change	19	Building Permit - Base Fee (\$500,001-\$1,000,000)	Valuation: \$500,001 to \$1,000,000	N/A	\$ 3,233.75	\$ 3,233.75
No Change	20	Building Permit Fee (Each additional \$1,000, or fraction thereof, up to and including \$1,000,000)	Each additional \$1,000, or fraction thereof, up to and including \$1,000,000	N/A	\$ 4.75	\$ 4.75
No Change	21	Building Permit - Base Fee (Greater than \$1,000,001)	Valuation: \$1,000,001 and up	N/A	\$ 5,608.75	\$ 5,608.75
No Change	22	Building Permit Fee (Each additional \$1,000 or fraction thereof, greater than \$1,000,001)	Each additional \$1,000, or fraction thereof	N/A	\$ 3.65	\$ 3.65

City of Ontario
 FY 2019-20 Proposed Citywide Fee Schedule - Fees, Fines & Charges



III. - Development
 Section 1. Building Fees^A

Comments	Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services (2019 Fee Study)	Current Fee FY 2018-19	Recommended Fee FY 2019-20
Misc. Standard Building Permits						
New	23	Kitchen remodel (nonstructural)	Each	\$ 258.99	N/A	\$ 258.00
New	24	Bathroom remodel	Each	\$ 129.50	N/A	\$ 129.00
No Change	25	Demolition - entire structure	Valuation	N/A	Varies	Varies
No Change	26	Patio Covers - solid	Valuation	N/A	Varies	Varies
No Change	27	Patio Covers - Lattice	Valuation	N/A	Varies	Varies
No Change	28	Patio Covers - Enclosures	Valuation	N/A	Varies	Varies
No Change	29	Pole bases	Valuation	N/A	Varies	Varies
No Change	30	Roofing	Valuation	N/A	Varies	Varies
No Change	31	Storage sheds	Valuation	N/A	Varies	Varies
No Change	32	Stucco	Valuation	N/A	Varies	Varies
No Change	33	Swimming pools/spas	Valuation	N/A	Varies	Varies
No Change	34	Tenant Improvements - with ceiling	Valuation	N/A	Varies	Varies
No Change	35	Tenant Improvements - without ceiling	Valuation	N/A	Varies	Varies
No Change	36	Trash enclosures - single	Valuation	N/A	Varies	Varies
No Change	37	Trash enclosures - double	Valuation	N/A	Varies	Varies
No Change	38	Walls - retaining	Valuation	N/A	Varies	Varies
No Change	39	Walls - screen garden	Valuation	N/A	Varies	Varies
No Change	40	Walls - tilt-up screen walls	Valuation	N/A	Varies	Varies
No Change	41	Window changeout	Valuation	N/A	Varies	Varies

City of Ontario
 FY 2019-20 Proposed Citywide Fee Schedule - Fees, Fines & Charges



III. - Development

Section 1. Building Fees^A

Comments	Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services (2019 Fee Study)	Current Fee FY 2018-19	Recommended Fee FY 2019-20
Electrical Permit Fees						
Increase	42	Electrical Permit Issuance Fee	Each	\$ 41.63	\$ 23.50	\$ 41.00
Increase	43	Electrical Permit - Temporary Power Service Pedestal	Each	\$ 86.33	\$ 23.50	\$ 86.00
Increase	44	Electrical Permit - Temporary Power Service Distribution system	Each	\$ 43.17	\$ 12.30	\$ 43.00
Increase	45	Electrical Permit - outlet/switch/fixture	First 20 fixtures	\$ 129.50	\$ 1.10	\$ 129.00
Increase	46	Electrical Permit - Additional Fixtures	Each	\$ 2.94	\$ 0.73	\$ 2.90
Increase	47	Electrical Permit - Power Apparatus -up to and including 1	each HP, kW, kVA or kVAR	\$ 143.83	\$ 4.75	\$ 143.00
Increase	48	Electrical Permit - Power Apparatus - over 1 to 10	each HP, kW, kVA or kVAR	\$ 158.33	\$ 12.30	\$ 158.00
Increase	49	Electrical Permit - Power Apparatus - over 10 to 50	each HP, kW, kVA or kVAR	\$ 172.66	\$ 24.60	\$ 172.00
Increase	50	Electrical Permit - Power Apparatus - over 50 to 100	each HP, kW, kVA or kVAR	\$ 258.99	\$ 49.50	\$ 258.00
Increase	51	Electrical Permit - Power Apparatus - over 100	each HP, kW, kVA or kVAR	\$ 345.32	\$ 74.50	\$ 345.00
Increase	52	Electrical Permit - Services -for services of 600 volts or less and not over 200 amperes in rating	Each	\$ 172.66	\$ 30.50	\$ 172.00
Increase	53	Electrical Permit Fees - Services -for services of 600 volts or less and over 200 amperes to 1,000 amperes in rating	Each	\$ 258.99	\$ 62.15	\$ 258.00
Increase	54	Electrical Permit Fees - Services -for services over 600 volts or over 1,000 amperes in rating	Each	\$ 431.65	\$ 124.30	\$ 431.00
Increase	55	Electrical Permit Fees - Miscellaneous Apparatus, Conduits and Conductors	Each	\$ 143.83	\$ 18.20	\$ 143.00
Restructured	56	Electrical Permit Fees - Other Inspections and Fees, inspections outside of normal business hours: minimum charge 3 hrs.	Per Hour	\$ 113.00	\$ 60.00	\$ 113.00
Restructured	57	Electrical Permit Fees - Inspections	Per Hour	\$ 113.00	\$ 47.00	\$ 113.00
Restructured	58	Electrical Permit Fees - Reinspection Fees	Per Hour	\$ 113.00	\$ 47.00	\$ 113.00
Restructured	59	Electrical Permit Fees - Additional plan review	Per Hour	\$ 113.00	\$ 75.00	\$ 113.00
Increase	60	New Construction Trades - Electrical : Residential	Per Square Foot	\$ 0.10791	\$ 0.05	\$ 0.1079

City of Ontario
 FY 2019-20 Proposed Citywide Fee Schedule - Fees, Fines & Charges



III. - Development

Section 1. Building Fees^A

Comments	Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services (2019 Fee Study)	Current Fee FY 2018-19	Recommended Fee FY 2019-20
New	61	New Construction Trades - Electrical : Commercial	Per Square Foot	\$ 5.22301	N/A	\$ 5.2230
New	62	New Construction Trades - Electrical: Industrial / warehouse (0-50,000 sf)	Per Square Foot	\$ 0.01209	N/A	\$ 0.0120
New	63	New Construction Trades - Electrical : Industrial / warehouse (>50,000 sf)	Per Square Foot	\$ 0.00388	N/A	\$ 0.0038

Mechanical Permit Fees

Increase	64	Mechanical Permit Issuance Fee	Each	\$ 41.75	\$ 23.50	\$ 41.00
Increase	65	Mechanical Permit Fee (includes issuance fee) - Furnaces, Boilers, Compressors and Absorption Systems -under 3 HP (10.6kW) or to and including 100,000 Btu/h (29.3kW)	Each	\$ 172.66	\$ 14.70	\$ 172.00
Increase	66	Mechanical Permit Fees (includes issuance fee) - Furnaces, Boilers, Compressors and Absorption Systems-over 3 HP (10.6kW) to and including 15 HP (52.7kW), or over 100,000 Btu (29,3kW) to and including 500,000 Btu/h (146.6kW)	Each	\$ 215.83	\$ 27.15	\$ 215.00
Increase	67	Mechanical Permit Fees (includes issuance fee) - Furnaces, Boilers, Compressors and Absorption Systems -over 15 HP (52.7 kW) to and including 30 HP (105.5 kW), over 500,000 Btu/h (146.6 kW) to and including 1,000,000 Btu/h (293.1 kW)	Each	\$ 258.99	\$ 37.25	\$ 258.00
Increase	68	Mechanical Permit Fees (includes issuance fee)- Furnaces, Boilers, Compressors and Absorption Systems -over 30 HP (105.5 kW) to and including 50 HP (176 kW), or over 1,000,000 Btu/h (293.1 kW) to and including 1,750,000 Btu/h (512.9 kW)	Each	\$ 345.32	\$ 55.45	\$ 345.00
Increase	69	Mechanical Permit Fees (includes issuance fee)- Furnaces, Boilers, Compressors and Absorption Systems -over 50 HP (176 kW) or over 1,750,000 Btu/h (512.9kW)	Each	\$ 517.98	\$ 92.65	\$ 517.00
Increase	70	Mechanical Permit Fees (includes issuance fee)- Evaporative Coolers	Each	\$ 172.66	\$ 10.65	\$ 172.00
Increase	71	Mechanical Permit Fees (includes issuance fee)- Ventilation and Exhaust -each fan connected to single duct	Each	\$ 172.66	\$ 7.25	\$ 172.00

City of Ontario
 FY 2019-20 Proposed Citywide Fee Schedule - Fees, Fines & Charges



III. - Development
Section 1. Building Fees^A

Comments	Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services (2019 Fee Study)	Current Fee FY 2018-19	Recommended Fee FY 2019-20
Increase	72	Mechanical Permit Fees (includes issuance fee)- Ventilation and Exhaust-each which is not a portion of any heating or a/c system authorized by a permit	Each	\$ 172.66	\$ 10.65	\$ 172.00
Increase	73	Mechanical Permit Fees (includes issuance fee)- Ventilation and Exhaust -each hood served by mechanical exhaust	Each	\$ 345.32	\$ 10.65	\$ 345.00
New	74	Mechanical Permit - Process Piping	Valuation	\$ -	\$ -	Varies
Restructured	75	Mechanical Permit Fees - Miscellaneous (one inspection)	Each	\$ 86.33	\$ 10.65	\$ 86.00
Increase	76	Mechanical Permit Fees - Inspection outside of normal business hours	Per Hour	\$ 113.00	\$ 60.00	\$ 113.00
Increase	77	Mechanical Permit Fees - Reinspection Fees	Per Hour	\$ 113.00	\$ 47.00	\$ 113.00
Increase	78	Mechanical Permit Fees - No Fee Specifically Indicated	Per Hour	\$ 113.00	\$ 47.00	\$ 113.00
Increase	79	Mechanical Permit Fees - Additional Plan Review	Per Hour	\$ 113.00	\$ 75.00	\$ 113.00
New	80	New Construction Trades - Mechanical: Residential	Per Square Foot	\$ 0.0647	N/A	\$ 0.0647
New	81	New Construction Trades - Mechanical : Commercial	Per Square Foot	\$ 0.0647	N/A	\$ 0.0647

Plumbing Permit Fees

Increase	82	Permit issuance fee	Each	\$ 41.75	\$ 23.50	\$ 41.75
Restructured	83	Plumbing Permit Fees - First 15 Fixtures and Vents (new & alterations)	First 15 Fixtures/Vents	\$ 172.66	\$ 9.80	\$ 172.50
Increase	84	Plumbing Permit Fees - Each Additional	Each	\$ 172.66	\$ 9.80	\$ 10.78
Increase	85	Plumbing Permit Fees - Sewers	Each	\$ 172.66	\$ 24.65	\$ 172.50
Increase	86	Plumbing Permit Fees - Sewage disposal system	Each	\$ 431.65	\$ 74.50	\$ 431.50
Increase	87	Plumbing Permit Fees -Industrial waste pretreatment interceptor	Each	\$ 172.66	\$ 19.90	\$ 172.50
Restructured	88	Plumbing Permit Fees - Water Piping First 20 outlets	First 20 Outlets	\$ 129.50	N/A	\$ 129.00

City of Ontario
 FY 2019-20 Proposed Citywide Fee Schedule - Fees, Fines & Charges



III. - Development
 Section 1. Building Fees^A

Comments	Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services (2019 Fee Study)	Current Fee FY 2018-19	Recommended Fee FY 2019-20
Increase	89	Plumbing Permit Fees - Water Piping Each Additional Outlet	Each Outlet	\$ 129.50	\$ 4.75	\$ 5.23
Increase	90	Plumbing Permit Fees - Water heater including vent	Each	\$ 172.66	\$ 12.30	\$ 12.92
Restructured	91	Plumbing Permit Fees - Gas Piping Systems First 5 Outlets	First 5 Outlets	\$ 647.50	N/A	\$ 129.50
Increase	92	Plumbing Permit Fees - Gas Piping Systems Each Additional	Each Addtl Outlet	\$ 129.50	\$ 6.15	\$ 6.77
Increase	93	Plumbing Permit Fees - Lawn Sprinklers	Each lawn sprinkler system on any one meter	\$ 172.66	\$ 14.80	\$ 172.50
Increase	94	Plumbing Permit Fees - Backflow Protection Devices	Each Device	\$ 172.66	\$ 24.65	\$ 172.50
Increase	95	Plumbing Permit Fees - Miscellaneous	Each appliance or equipment regulated by the Plumbing Code but not classed in other appliance categories, or for which no fee is listed in this code	\$ 86.33	\$ 9.80	\$ 86.00
Increase	96	Plumbing Permit Fees - Reinspection Fees	Per Hour	\$ 113.00	\$ 47.00	\$ 113.00
Increase	97	Plumbing Permit Fees - No Fee Specifically Indicated	Per Hour	\$ 113.00	\$ 47.00	\$ 113.00
Increase	98	Plumbing Permit Fees - Additional Plan Review	Per Hour	\$ 113.00	\$ 75.00	\$ 113.00
New	99	New Construction Trades - Plumbing : Residential	Per SF	\$ 0.10791	N/A	\$ 0.1070

Grading Plan Review Fees (up to three submittals of plans)

Restructured	100	Grading plan check, rough (0-10 acres)	Each	\$ 1,381.29	N/A	\$ 1,381.00
Restructured	101	Grading plan check, rough (>10 acres)	Each	\$ 1,381.29	N/A	\$ 1,381.00
Restructured	102	Grading plan check, rough (each additional 5 acres)	Each	\$ 345.32	N/A	\$ 345.00
Restructured	103	Grading plan check, precise (0-10 acres)	Each	\$ 1,726.61	N/A	\$ 1,726.50
Restructured	104	Grading plan check, precise (>10 acres)	Each	\$ 1,726.61	N/A	\$ 1,726.50

City of Ontario
 FY 2019-20 Proposed Citywide Fee Schedule - Fees, Fines & Charges



III. - Development
 Section 1. Building Fees^A

Comments	Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services (2019 Fee Study)	Current Fee FY 2018-19	Recommended Fee FY 2019-20
Restructured	105	Grading plan check, precise (each additional 5 acres)	Each	\$ 517.98	N/A	\$ 517.50
Grading Permit Fees						
Restructured	106	Grading permit, rough (0-50 acres)	Each	\$ 345.32	N/A	\$ 345.00
Restructured	107	Grading permit, rough (each additional 10 acres)	Each	\$ 86.33	N/A	\$ 86.00
Restructured	108	Grading permit, precise (0-50 acres)	Each	\$ 431.65	N/A	\$ 431.50
Restructured	109	Grading permit, precise (each additional 10 acres)	Each	\$ 129.50	N/A	\$ 129.50
No Change	110	Soil Disturbance Permit - Dust Control	Per Acre	N/A	\$ 250.00	\$ 250.00
Miscellaneous Fees						
No Change	111	Building plan retention fee	Per Plan Page	N/A	\$ 1.50	\$ 1.50
No Change	112	Permits, Calcs and Misc. doc	8.5x11 / per page	N/A	\$ 0.35	\$ 0.35
Sewer, Water, Storm Drain Permit & Plan Check Fees						
Restructured	113	Sewer Main Inspection Permit	Per Lineal Foot	\$ 3.17	N/A	\$ 3.17
Restructured	114	Water Main Inspection Permit	Per Lineal Foot	\$ 0.63	N/A	\$ 0.63
Restructured	115	Storm Drain - main Inspection Permit	Per Lineal Foot	\$ 0.63	N/A	\$ 0.63
Restructured	116	Storm Drain - yard Inspection Permit	Per Lineal Foot	\$ 0.29	N/A	\$ 0.29
No Change	117	Sewer, Water, Storm Drain Plan check fee = % of permit valuation	% of Permit Valuation	2.00%	2.00%	2.00%

^A Per Reso. No. 2004-065

City of Ontario
FY 2019-20 Proposed Citywide Fee Schedule - Fees, Fines & Charges

III. - Development
Section 2. Engineering Fees^A

Comments	Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services [2019 Fee Study]	Current Fee FY 2018-19	Recommended Fee FY 2019-20
New	1	Inspection / Permit - Base Fee	Base	\$ 164.09	N/A	\$ 164.00
Delete	2	Minor Inspection Fee	Each	N/A	\$ 98.00	\$
No Change	3	Inspection / Permit Fees \$1 - \$50,000	Construction cost estimate	5.97%	5.97%	5.97%
No Change	4	Inspection / Permit Fees \$50,001 - \$500,000	Construction cost estimate	5.45%	5.45%	5.45%
No Change	5	Inspection / Permit Fees >\$500,000	Construction cost estimate	4.24%	4.24%	4.24%
New	6	Plan Check - Base Fee (includes grading, NPDES etc.)	Base	\$ 1,371.16	\$ -	\$ 1,371.00
No Change	7	Plan Check Fees \$1 - \$50,000	Construction cost estimate	6.00%	6.00%	6.00%
No Change	8	Plan Check Fees \$50,001 - \$500,000	Construction cost estimate	4.65%	4.65%	4.65%
No Change	9	Plan Check Fees >\$500,000	Construction cost estimate	3.62%	3.62%	3.62%
Increase	10	Encroachment Permit Fee	Each	\$ 162.91	\$ 85.00	\$ 94.00
Increase	11	Inspection for minor improvements (driveways, pole replacement, etc.)	Inspection for single item (2 inspections, before and after)	\$ 167.02	\$ 98.00	\$ 103.00
Restructured	12	Traffic Control Permit	Each	\$ 103.49	N/A	\$ 103.00
Delete	13	Traffic Control Permit (up to 3 submittals)	Each	N/A	\$ 115.00	\$
Delete	14	Traffic Control Permit (each submittal after 3)	Each	\$ 91.90	\$ 115.00	\$
No Change	15	Overload Permit (single trip) - One time	Each	N/A	\$ 16.00	\$ 16.00
No Change	16	Overload Permit (round trip) - Annual	Each	N/A	\$ 90.00	\$ 90.00
No Change	17	Permit Penalty Fee	Percent of Permit Value	N/A	50.0%	50.0%

City of Ontario
FY 2019-20 Proposed Citywide Fee Schedule - Fees, Fines & Charges

III. - Development
Section 2. Engineering Fees^A

Comments	Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services (2019 Fee Study)	Current Fee FY 2018-19	Recommended Fee FY 2019-20
Increase	18	Map Review (Parcel/Tract) - Base Fee	Each	\$ 7,666.96	\$ 1,798.00	\$ 2,157.00
Increase	19	Map Review - Addtl per parcel	Per Parcel	\$ 70.48	\$ 50.00	\$ 60.00
Increase	20	Certificate of Compliance	Each	\$ 790.69	\$ 518.00	\$ 621.00
Increase	21	Lot Line Adjustment - Base Fee	Each	\$ 1,286.16	\$ 805.00	\$ 966.00
Increase	22	Lot Line Adjustment - Addtl per parcel	Per parcel	\$ 59.43	\$ 50.00	\$ 59.00
Increase	23	General Vacation	Each	\$ 3,805.94	\$ 1,321.00	\$ 1,585.00
Increase	24	Quit Claim / Summary Vacation	Each	\$ 2,049.22	\$ 755.00	\$ 906.00
Increase	25	Certificate of Correction	Each	\$ 823.10	\$ 334.00	\$ 400.00
New	26	Easement review	Each	\$ 1,691.08	N/A	\$ 1,691.00
Decrease	27	NPDES business inspection fee - low priority	One inspection every 5 years	\$ 59.43	\$ 198.00	\$ 59.00
Decrease	28	NPDES business inspection fee - medium priority	One inspection every two years	\$ 118.85	\$ 260.00	\$ 118.00
Decrease	29	NPDES business inspection fee - high priority	Inspection each year	\$ 237.70	\$ 333.00	\$ 237.50
Increase	30	NPDES/WQMP Plan Review	Each	\$ 2,160.65	\$ 773.00	\$ 927.00
Increase	31	NPDES Construction Inspection Fee (< 10 acres)	Each	\$ 505.66	\$ 451.00	\$ 505.50
Decrease	32	NPDES Construction Inspection Fee (10-25 acres)	Each	\$ 905.50	\$ 1,245.00	\$ 905.50

City of Ontario
FY 2019-20 Proposed Citywide Fee Schedule - Fees, Fines & Charges

III. - Development

Section 2. Engineering Fees^A

Comments	Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services (2019 Fee Study)	Current Fee FY 2018-19	Recommended Fee FY 2019-20
Increase	33	NPDES Construction Inspection Fee (> 25 acres)	Each	\$ 2,074.37	\$ 1,515.00	\$ 1,818.00
Delete	34	Amendment of Final Map	Each	\$	\$ 1,056.00	\$
No Change	35	Overtime Pay for Inspection (Weekends & Holidays)	Per Hour	N/A	Hourly Rate	Hourly Rate
No Change	36	Misc. / Special Technical Report Review Fee	Actual Cost (Plus 25% Admin for consultant review, if applicable)	N/A	Varies	Varies
No Change	37	Water Meter - OMUC Fee	Based on meter size - OMUC Fee	N/A	Varies	Varies
No Change	38	Storm Water Pollution Abatement	Monthly BAU fee based on land use type & site acreage (applied to utility bill)	N/A	Varies	Varies
No Change	39	Legal review	Per Hour	N/A	Hourly Rate	Hourly Rate

PLANNING APPLICATIONS REVIEWED BY LAND DEVELOPMENT ENGINEERING (FEE COLLECTED BY PLANNING)

New	40	Development Agreement	Deposit	N/A	\$ -	Varies
New	41	Development Agreement Amendment	Deposit	N/A	\$ -	Varies
New	42	Development Code Amendment	Deposit	N/A	\$ -	Varies
New	43	Environmental Impact Report	Deposit	N/A	\$ -	Varies
New	44	General Plan Amendment	Deposit	N/A	\$ -	Varies
New	45	Planned Unit Development	Deposit	N/A	\$ -	Varies
New	46	Planned Unit Development Amendment	Deposit	N/A	\$ -	Varies
New	47	Specific Plan	Deposit	N/A	\$ -	Varies
New	48	Specific Plan Amendment	Deposit	N/A	\$ -	Varies
New	49	Specific Plan Minor Amendment	Deposit	N/A	\$ -	Varies
New	50	Zone Change - 5 acres or more	Deposit	N/A	\$ -	Varies
New	51	Zone Change - Less than 5 acres	Deposit	N/A	\$ -	Varies

^A Per Reso. No. 2004-065

City of Ontario
FY 2019-20 Proposed Citywide Fee Schedule - Fees, Fines & Charges

III. - Development
Section 3. Planning Fees^{A,B}

Comments	Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services (2019 Fee Study)	Current Fee FY 2018-19	Recommended Fee FY 2019-20
Increase	1	Land conservation contract non-renewal	Each	\$ 3,817.21	\$ 500.00	\$ 1,371.00
Increase	2	Land conservation contract cancellation	Each	\$ 16,679.06	\$ 5,242.00	\$ 6,290.00
Increase	3	Appeal-Homeowner	Each	N/A	\$ 125.00	\$ 130.00
Increase	4	Appeal-Other	Each	N/A	\$ 752.00	\$ 902.00
Increase	5	Covenants Conditions and Restrictions Review	Each	\$ 4,940.68	\$ 1,744.00	\$ 3,000.00
Increase	6	Conditional Use Permit-Homeowner	Each	\$ 4,894.70	\$ 1,663.00	\$ 1,745.00
Increase	7	Conditional Use Permit-Nonprofit	Each	\$ 3,520.01	\$ 1,869.00	\$ 2,243.00
Increase	8	Conditional Use Permit-Other	Each	\$ 5,901.35	\$ 2,869.00	\$ 5,900.00
Increase	9	Conditional Use Permit-Modification	Each	\$ 5,901.35	\$ 994.00	\$ 3,612.00
Increase	10	Conditional Use Permit-w/ Development Plan	Each	\$ 4,724.75	\$ 1,088.00	\$ 1,306.00
Increase	11	Conditional Use Permit Time Extension	Each	\$ 1,381.04	\$ 517.00	\$ 1,380.00
Increase	12	Determination of Use	Each	\$ 3,316.06	\$ 695.00	\$ 3,316.00
No Change	13	Development Agreement	Deposit	N/A	\$ 10,000.00	\$ 10,000.00
No Change	14	Development Agreement Amendment	Deposit	N/A	\$ 7,500.00	\$ 7,500.00
No Change	15	Development Code Amendment	Deposit	N/A	\$ 2,000.00	\$ 2,000.00
Increase	16	Development Plan Review - 5 acres or more	Each	\$ 24,846.74	\$ 10,864.00	\$ 14,929.00
Increase	17	Development Plan Review - less than 5 acres	Each	\$ 21,465.84	\$ 5,611.00	\$ 11,651.00
Increase	18	Development Plan Revision	Each	\$ 16,735.49	\$ 2,134.00	\$ 4,482.00
Increase	19	Development Plan Time Extension	Each	\$ 1,381.04	\$ 490.00	\$ 1,380.00
Increase	20	Environmental Assessment/Negative Declaration	Each	\$ 3,155.59	\$ 1,127.00	\$ 3,155.00
Increase	21	Environmental Impact Report	Deposit	N/A	\$ 7,500.00	\$ 10,000.00
Delete	22	Fiscal Impact Report - Minor	Each	\$ 970.35	\$ 929.00	\$
Delete	23	Fiscal Impact Report - Specific Plan	Each	\$ 970.35	\$ 1,493.00	\$
No Change	24	General Plan Amendment - Text	Deposit	N/A	\$ 5,000.00	\$ 5,000.00
No Change	25	General Plan Amendment - Map	Deposit	N/A	\$ 7,500.00	\$ 7,500.00
Increase	26	Historic Preservation - COA-Nonresidential	Each	\$ 4,677.04	\$ 1,163.00	\$ 1,500.00
Increase	27	Historic Preservation - COA-Residential	Each	\$ 4,677.04	\$ 200.00	\$ 210.00
Increase	28	Historic Preservation - COEH-Nonresidential	Each	\$ 6,846.51	\$ 935.00	\$ 2,000.00

City of Ontario
FY 2019-20 Proposed Citywide Fee Schedule - Fees, Fines & Charges
III. - Development
Section 3. Planning Fees^{A,B}

Comments	Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services (2019 Fee Study)	Current Fee FY 2018-19	Recommended Fee FY 2019-20
Increase	29	Historic Preservation - COEH-Residential	Each	\$ 6,846.51	\$ 250.00	\$ 263.00
No Change	30	Historic Preservation - Removal from Eligibility List (No Charge)	Each	\$ 6,366.15	No Charge	No Charge
Increase	31	Historic Preservation - Waiver	Each	\$ 42.96	No Charge	\$ 42.50
No Change	32	Historic Preservation - Landmark Designation (No Charge)	Each	\$ 12,025.51	No Charge	No Charge
No Change	33	Historic Preservation - Plaque	Actual Cost	Varies	Varies	Varies
Increase	34	Inspection - Construction (3 Inspections)	Each	\$ 5,342.05	\$ 278.00	\$ 600.00
Increase	35	Inspection - Field (Includes construction inspections in excess of 3)	Each	\$ 1,335.51	\$ 83.00	\$ 250.00
Increase	36	Residential Mills Act ^B	Each	\$ 10,939.36	\$ 200.00	\$ 210.00
Increase	37	Nonresidential Mills Act ^B	Each	\$ 10,939.36	\$ 546.00	\$ 655.00
Increase	38	Large Family Daycare	Each	\$ 2,127.81	\$ 489.00	\$ 1,092.00
Increase	39	Lodging House Permit	Each	\$ 2,127.81	\$ 115.00	\$ 2,127.00
Increase	40	Massage Permits	Each	\$ 2,127.81	\$ 517.00	\$ 2,127.00
Delete	41	Master Plan of Streets Amendment	Each	\$ —	\$ 3,748.00	\$ —
Increase	42	Plan Check - 5 or more acres	Each	\$ 9,196.43	\$ 2,326.00	\$ 2,791.00
Increase	43	Plan Check - less than 5 acres	Each	\$ 5,685.72	\$ 1,301.00	\$ 1,561.00
No Change	44	Planned Unit Development	Deposit	\$ 20,926.28	\$ 10,000.00	\$ 10,000.00
No Change	45	Planned Unit Development Amendment	Deposit	\$ 13,947.59	\$ 7,500.00	\$ 7,500.00
Increase	46	Planning Area Plan	Deposit	N/A	\$ 5,000.00	\$ 7,500.00
Increase	47	Planning Director Review	Each	\$ 1,057.33	\$ 265.00	\$ 691.00
Increase	48	Preliminary Plan Review	Each	\$ 4,207.14	\$ 1,356.00	\$ 4,203.00
Increase	49	Public Hearing - City Council	Each	\$ 769.75	\$ 280.00	\$ 591.00
Increase	50	Public Hearing - Development Advisory Board	Each	\$ 497.12	\$ 265.00	\$ 318.00
Increase	51	Public Hearing - Planning Commission	Each	\$ 1,325.44	\$ 450.00	\$ 591.00
Increase	52	Public Hearing - Zoning Administrator-Homeowner	Each	\$ 1,764.14	\$ 70.00	\$ 73.00
Increase	53	Public Hearing - Zoning Administrator-Other	Each	\$ 1,764.14	\$ 477.00	\$ 572.00
Increase	54	Sign Plan	Each	\$ 519.34	\$ 174.00	\$ 241.00

City of Ontario
FY 2019-20 Proposed Citywide Fee Schedule - Fees, Fines & Charges

III. - Development
Section 3. Planning Fees^{A,B}

Comments	Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services (2019 Fee Study)	Current Fee FY 2018-19	Recommended Fee FY 2019-20
Increase	55	Sign Program - administrative approval	Each	\$ 2,825.58	\$ 174.00	\$ 844.00
Increase	56	Sign Program - planning commission approval	Each	\$ 3,059.86	\$ 1,225.00	\$ 2,870.00
Increase	57	Specific Plan	Deposit	N/A	\$ 10,000.00	\$ 20,000.00
No Change	58	Specific Plan Amendment	Deposit	N/A	\$ 7,500.00	\$ 7,500.00
Increase	59	Specific Plan Minor Amendment	Deposit	N/A	\$ 517.00	\$ 620.00
Increase	60	Temporary Sign Permit	Each	\$ 124.89	\$ 20.00	\$ 57.00
Increase	61	Temporary Use Permit - Interlm uses	Each	\$ 2,757.54	\$ 342.00	\$ 820.00
Increase	62	Temporary Use Permit - special event	Each	\$ 1,064.72	\$ 342.00	\$ 410.00
Increase	63	Tentative Parcel Map	Each	\$ 15,986.07	\$ 3,544.00	\$ 6,495.00
Increase	64	Tentative Parcel Map Modification	Each	\$ 11,706.32	\$ 1,531.00	\$ 4,169.00
Increase	65	Tentative Tract Map (Base)	Flat	\$ 18,403.54	\$ 5,026.00	\$ 9,590.00
No Change	66	Tentative Tract Map (per lot)	Each	\$ 65.00	\$ 65.00	\$ 65.00
Increase	67	Tentative Tract Map Modification	Each	\$ 12,681.18	\$ 1,378.00	\$ 3,057.00
Increase	68	Tentative Tract/Parcel Map Time Extension	Each	\$ 7,378.97	\$ 777.00	\$ 1,200.00
Increase	69	Variance - Administrative Exception or Minor	Each	\$ 3,978.78	\$ 549.00	\$ 2,398.00
Increase	70	Variance - Homeowner	Each	\$ 3,978.78	\$ 289.00	\$ 303.00
Increase	71	Variance - Other	Each	\$ 5,266.37	\$ 941.00	\$ 3,431.00
Increase	72	Wireless Permit: Facilities in Public Rights-of-Way	Each	\$ 3,978.78	\$ 517.00	\$ 3,978.00
Increase	73	Zone Change - 5 acres or more	Each	\$ 10,575.56	\$ 4,903.00	\$ 7,498.00
Increase	74	Zone Change - Less than 5 acres	Each	\$ 9,194.99	\$ 3,334.00	\$ 7,333.00
Increase	75	Zoning Administrator Review - Homeowner	Each	\$ 3,978.78	\$ 187.00	\$ 196.00
Increase	76	Zoning Administrator Review - Other	Each	\$ 3,978.78	\$ 517.00	\$ 1,135.00
Increase	77	Zoning/Land Use Verification Letter	Each	\$ 499.56	\$ 77.00	\$ 191.00
No Change	78	Notice of Exemption Filing Fee	County Fee	N/A	\$ 50.00	\$ 50.00
No Change	79	Notice of Determination Filing Fee	County Fee	N/A	\$ 50.00	\$ 50.00
No Change	80	Filing of a Negative/Mitigated Declaration	County Fee	N/A	\$ 2,404.75	\$ 2,404.75
No Change	81	Filing of an Environmental Impact Report	County Fee	N/A	\$ 3,321.00	\$ 3,321.00
No Change	82	Outside consultant or legal expenses	Actual Cost Plus 25% Admin. Fee	N/A	Varies	Varies

City of Ontario

FY 2019-20 Proposed Citywide Fee Schedule - Fees, Fines & Charges

III. - Development

Section 3. Planning Fees^{A,B}

Comments	Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services (2019 Fee Study)	Current Fee FY 2018-19	Recommended Fee FY 2019-20
New	83	Advanced Long Range Planning	Percent of all Building Permits & Planning Applications	\$ 914,960.12	N/A	5.0%

^A Per Reso. No. 2004-065 (Entitlement Processing Fees excl. Mills Act)

^B Per Reso. No. 2005-115 (Mills Act Fees)



IV. - Fire Prevention

Section 1. Fire Prevention Fees^A

Comments	Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services [2019 Fee Study]	Current Fee FY 2018-19	Recommended Fee FY 2019-20
Operational Permits						
Increase	1	Annual Operational Permit (includes 1st inspection)	Each	\$ 473.03	\$ 160.00	\$ 200.00
New	2	Multiple Annual Permits Discount: 2nd permit	Each (discount applied to lesser cost)	N/A	N/A	25.00%
New	3	Multiple Annual Permits Discount: 3rd permit and above	Each (discount applied to lesser cost)	N/A	N/A	50.00%
Increase	4	Fire Prevention Bureau Inspection - 2nd Inspection (First Notice of Violation)	Each	\$ 272.77	\$ 120.00	\$ 150.00
Increase	5	Fire Prevention Bureau Inspection - 3rd Inspection or More (2nd or more notice of violation) Plus 25% Admin Fee	Each	\$ 340.96	\$ 260.00	\$ 340.00
Increase	6	Annual Operational Permit, High Piled Storage (0 - 5,000 SF)	SF of building	\$ 390.82	\$ 160.00	\$ 200.00
Increase	7	Annual Operational Permit, High Piled Storage (5001 - 50,000SF)	SF of building	\$ 547.14	\$ 160.00	\$ 220.00
Increase	8	Annual Operational Permit, High Piled Storage (50,000-100,000 SF)	SF of building	\$ 625.30	\$ 160.00	\$ 242.00
Increase	9	Annual Operational Permit, High Piled Storage (100,001-500,000SF)	SF of building	\$ 781.63	\$ 160.00	\$ 266.00
Increase	10	Annual Operational Permit, High Piled Storage (> 500,000 SF)	SF of building	\$ 937.96	\$ 160.00	\$ 293.00
Increase	11	Annual Operational Permit, Places of Assembly (0-100)	Each	\$ 312.65	\$ 160.00	\$ 200.00



IV. - Fire Prevention

Section 1. Fire Prevention Fees^A

Comments	Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services (2019 Fee Study)	Current Fee FY 2018-19	Recommended Fee FY 2019-20
Increase	12	Annual Operational Permit, Places of Assembly (101-300)	Each	\$ 468.98	\$ 160.00	\$ 220.00
Increase	13	Annual Operational Permit, Places of Assembly (301-1000)	Each	\$ 625.30	\$ 160.00	\$ 242.00
Increase	14	Annual Operational Permit, Places of Assembly (>1000)	Each	\$ 937.96	\$ 160.00	\$ 266.00
Increase	15	Annual Operational Permit - Hazardous Materials	(1.5 x annual operating permit)	\$ 625.30	\$ 160.00	\$ 300.00
Decrease	16	Opening Burning Permit	Each	\$ 82.21	\$ 136.00	\$ 82.00
Increase	17	Tent/Canopy Permit (400 - 10,000 sq. ft)	Each	\$ 252.65	\$ 136.00	\$ 170.00
Increase	18	Tent/Canopy Permit (10,000+ sq. ft)	Each	\$ 391.31	\$ 165.00	\$ 206.00
Restructured	19	False Alarm response (Excess of 3 responses in 90 days)	Each	N/A	\$ 500.00	\$ 500.00
New	20	Hazardous Materials (initial inspection)	Each	\$ 708.61	N/A	\$ 708.00
New	21	Hazardous Materials (re-inspection)	Each	\$ 202.46	N/A	\$ 202.00
New	22	High Piled Storage Inspection (0 -5000SF)	SF of building	\$ 428.76	N/A	\$ 428.00
New	23	High Piled Storage Inspection (5001 - 50,000SF)	SF of building	\$ 600.26	N/A	\$ 600.00



IV. - Fire Prevention

Section 1. Fire Prevention Fees^A

Comments	Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services (2019 Fee Study)	Current Fee FY 2018-19	Recommended Fee FY 2019-20
New	24	High Piled Storage Inspection (50,000-100,000SF)	SF of building	\$ 686.01	N/A	\$ 686.00
New	25	High Piled Storage Inspection (100,001-500,000SF)	SF of building	\$ 857.51	N/A	\$ 857.00
New	26	High Piled Storage Inspection > 500,000SF	SF of building	\$ 1,093.28	N/A	\$ 1,093.00
New	27	High Piled Storage Re-inspection	Each	\$ 223.32	N/A	\$ 223.00
Operational Permits (non annual)				\$ -		
Increase	28	Film Permit	Base fee only. Does not include Hourly Rate for Standby	\$ 246.64	\$ 200.00	\$ 246.00
Increase	29	Pyro/Special Effects Permit	Base fee only. Does not include Hourly Rate for Standby	\$ 219.10	\$ 160.00	\$ 219.00
Increase	30	Special Events Permit	Each	\$ 463.33	\$ 160.00	\$ 200.00
Increase	31	Welding/Special Operations Permit	Each	\$ 476.03	\$ 160.00	\$ 200.00
Increase	32	Carnivals/Fairs Permit	Each	\$ 473.03	\$ 160.00	\$ 200.00
Increase	33	Trade Shows Permit	Each	\$ 473.03	\$ 160.00	\$ 473.00
Construction Permits						
Restructured	34	Tract or Duplicate Building Sprinkler Permit	Flat	\$ 240.34	\$ 75.00	\$ 240.00
Plan Review & Permit						
Restructured	35	Engineered systems - kitchen hood (each hood)	Per Hood Inspected	\$ 512.02	Valuation	\$ 512.00
Restructured	36	Engineered systems - extinguishing (each system)	Each System	\$ 1,448.73	Valuation	\$ 1,448.00
Restructured	37	Specialty system	Each	\$ 1,630.29	Valuation	\$ 1,130.00



IV. - Fire Prevention

Section 1. Fire Prevention Fees^A

Comments	Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services (2019 Fee Study)	Current Fee FY 2018-19	Recommended Fee FY 2019-20
Restructured	38	Fire Alarms - First 15 Devices (New Const. or TI)	First 15 Devices	\$ 2,938.07	Valuation	\$ 694.00
Restructured	39	Fire Alarms - Each Additional 10 Devices Thereafter	Each 10 Thereafter	\$ 1,600.95	Valuation	\$ 185.00
Restructured	40	Fire Sprinkler Systems - SF or Duplex	Per Property	\$ 555.62	Valuation	\$ 555.00
Restructured	41	Fire Sprinkler Systems - Multi-Family 3 to 10 units	Per Property	\$ 2,535.25	Valuation	\$ 1,014.00
Restructured	42	Fire Sprinkler Systems - 11 and above, each additional 10 devices	Each additional 10	\$ 500.00	Valuation	\$ 500.00
Restructured	43	Fire Sprinkler Systems - Commercial / Industrial 0 - 35,000 sqft	Per Property	\$ 3,592.36	Valuation	\$ 1,242.00
Restructured	44	Each additional sprinkler system or floor	Each	\$ 681.81	Valuation	\$ 681.00
Restructured	45	Fire Pump	Each	\$ 744.38	Valuation	\$ 744.00
Restructured	46	Fire Sprinkler Systems - Tennant Improvement: 0-10 heads (two plan checks & two inspections)	Each	\$ 917.89	Valuation	\$ 373.00
Restructured	47	Fire Sprinkler Systems - Tennant Improvement: 11-20 heads (two planchecks & two inspections)	Each	\$ 849.54	Valuation	\$ 410.00
Restructured	48	Fire Sprinkler Systems - Tennant Improvement: 21-50 heads (two plan checks & two inspections)	Each	\$ 1,041.71	Valuation	\$ 527.00
Restructured	49	Fire Sprinkler Systems - Tennant Improvement: 50-100 heads (two plan checks & two inspections)	Each	\$ 1,233.87	Valuation	\$ 574.00
Restructured	50	Fire Sprinkler Systems - Tennant Improvement: >100 heads (each additional 50 heads) (two plan check and two inspection)	Each + base	\$ 369.93	Valuation	\$ 369.00
Restructured	51	Underground mains - Multifamily / Commercial / Industrial 0 - 35,000 sqft	Each	\$ 1,521.17	Valuation	\$ 609.00



IV. - Fire Prevention

Section 1. Fire Prevention Fees^A

Comments	Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services (2019 Fee Study)	Current Fee FY 2018-19	Recommended Fee FY 2019-20
Restructured	52	Underground mains - Each additional lateral (hydrants and riser laterals)	Each	\$ 192.17	Valuation	\$ 168.00
Plan Review Only						
Restructured	53	Hazardous Materials (Plan Review Only)	Up to 4 hours	\$ 673.78	\$ 550.00	\$ 673.00
Restructured	54	Hazardous Materials Resubmittal (Plan Review Only)	Each	\$ 435.24	\$ 386.00	\$ 435.00
Increase	55	High piled storage (Plan Review Only) (0 -5000SF)	SF of building	\$ 1,331.98	\$ 242.00	\$ 540.00
Increase	56	High piled storage (Plan Review Only) (5001 - 50,000SF)	SF of building	\$ 1,799.00	\$ 242.00	\$ 639.00
Increase	57	High piled storage (Plan Review Only) (50,000-100,000SF)	SF of building	\$ 2,032.51	\$ 242.00	\$ 721.00
Increase	58	High piled storage (Plan Review Only) (100,001-500,000SF)	SF of building	\$ 2,499.53	\$ 242.00	\$ 885.00
Increase	59	High piled storage (Plan Review Only) (> 500,000SF)	SF of building	\$ 2,966.55	\$ 242.00	\$ 1,049.00
Restructured	60	High Piled Storage Resubmittal (Plan Review Only)	50% Of original	Varies	\$ 202.00	Varies
New	61	Misc. alternative means and methods review (Plan Review Only)	Per Hour	N/A	N/A	Hourly Rate
New	62	School Site Review (access & hydrant locations)	No charge	N/A	N/A	No Charge
Increase	63	Additional plan review after 2 submittals (all types)	Per Hour	Varies	\$ 67.00	\$ 128.00
Increase	64	Expedited plan review (all types)	Per Hour	Varies	\$ 80.00	\$ 128.00
New	65	Specialized plan review or technical report	Per Hour	Varies	N/A	\$ 128.00



IV. - Fire Prevention

Section 1. Fire Prevention Fees^A

Comments	Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services (2019 Fee Study)	Current Fee FY 2018-19	Recommended Fee FY 2019-20
Inspections						
No Change	66	Annual Apartment / Multifamily Inspection	Per Hour (includes 25% Admin)	\$ 71.25	No Charge	No Charge
New	67	Annual Fire Inspection (Non-permitted)	Each	\$ 80.00	N/A	\$ 80.00
Increase	68	24-Hour Care Facilities Inspection, Size 6 or less (State mandated)	Each	\$ 190.56	\$ 120.00	\$ 190.00
Increase	69	24-Hour Care Facilities Inspection, Size 6+ (State mandated)	Each	\$ 285.84	\$ 149.00	\$ 285.00
Increase	70	Day Care Center Inspection, Size 7 - 12 (State mandated)	Each	\$ 285.84	\$ 120.00	\$ 285.00
Increase	71	Day Care Center Inspection, Size 12+ (State mandated)	Each	\$ 381.12	\$ 149.00	\$ 381.00
Increase	72	Fire Flow Test	Each	\$ 216.57	\$ 208.00	\$ 216.00
Increase	73	High-Rise Building Inspection (State mandated)	Each	\$ 1,062.91	\$ 268.00	\$ 1,062.00
Increase	74	Homes for the Mentally Impaired Inspection, Size 6 or less (State mandated)	Each	\$ 285.84	\$ 120.00	\$ 285.00
Increase	75	Homes for the Mentally Impaired Inspection, Size 6+ (State mandated)	Each	\$ 381.12	\$ 149.00	\$ 381.00
Increase	76	Hospital and Jail Inspection (State mandated)	Each	\$ 1,214.76	\$ 178.00	\$ 1,214.00
Increase	77	Private School Inspection (State mandated)	Each	\$ 357.32	\$ 149.00	\$ 357.00
Increase	78	Tank Removal Inspection - first tank	Each	\$ 325.78	\$ 120.00	\$ 325.00
New	79	Tank Removal Inspection - (each additional)	Each	\$ 101.23	N/A	\$ 101.00



IV. - Fire Prevention

Section 1. Fire Prevention Fees^A

Comments	Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services (2019 Fee Study)	Current Fee FY 2018-19	Recommended Fee FY 2019-20
New	80	Failure to be prepared for an scheduled inspection (2 hour min charge)	Per Hour	\$ 384.33	N/A	\$ 384.00
Increase	81	Requested inspection	Each	\$ 285.84	\$ 160.00	\$ 285.00

^A Per Reso. No. 2004-065



V - Housing & Neighborhood Preservation

Section 1. Housing Fees

Comments	Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services (2019 Fee Study)	Current Fee FY 2018-19	Recommended Fee FY 2019-20
Housing Fees						
Restructured	1	Base Affordable Housing Monitoring Fee*	Base	\$ 747.68	\$ 350.00	\$ 747.00
Restructured	2	Per Unit Affordable Housing Monitoring Fee*	Per unit	\$ 107.94	\$ 50.00	\$ 107.00
Increase	3	Loan payoff process fee - without equity share	Each	\$ 251.11	\$ 40.00	\$ 251.00
Increase	4	Loan Payoff Process Fee - with equity share	Each	\$ 400.39	\$ 40.00	\$ 400.00
Increase	5	Preparation of Full Reconveyance	Each	\$ 248.13	\$ 85.00	\$ 248.00

** Affordable Housing Monitoring Fee does not apply to bond-funded projects.*

Note: Loan Payoff and Reconveyance fees may be waived if individuals are under financial hardship.

City of Ontario

FY 2019-20 Proposed Citywide Fee Schedule - Fees, Fines & Charges

V - Housing & Neighborhood Preservation

Section 2. Community Improvement Fees

Comments	Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services (2019 Fee Study)	Current Fee FY 2018-19	Recommended Fee FY 2019-20
Neighborhood Preservation Fees^A						
Decrease	1	Abandoned and Distressed Admin Abatement Fee	Each	\$ 181.60	\$ 347.00	\$ 181.00
Increase	2	Abandoned and Distressed Hearing Fee	Each	\$ 208.76	\$ 165.00	\$ 208.00
Increase	3	Abandoned and Distressed Registration Fee	Each	\$ 209.30	\$ 110.00	\$ 209.00
Decrease	4	Abandoned and Distressed Re-Registration Fee	Each	\$ 47.73	\$ 55.00	\$ 47.00
Increase	5	Administration Fee	Per Invoice	\$ 47.73	\$ 46.05	\$ 47.00
Increase	6	Rental Inspection Program - Annual Fee ^B	Per Unit	\$ 46.16	\$ 36.00	\$ 46.00
Increase	7	Rental Inspection Program - Issue + Notice and Order	Each	\$ 720.86	\$ 395.00	\$ 720.00
No Change	8	Rental Inspection Program - Re-inspection Fee	Per Hour	N/A	Hourly Rate	Hourly Rate
No Change	9	Rental Inspection Program - Re-Inspection Fee (Final Re-Inspections)	Per Hour	N/A	Hourly Rate	Hourly Rate
No Change	10	City Refuse Charges (pass through)	Actual Costs	N/A	Varies	Varies
No Change	11	Contractor Charges	Actual Costs	N/A	Varies	Varies
No Change	12	County Assessor (pass through)	Per Tax Bill	N/A	\$ 26.00	\$ 26.00
No Change	13	County Recorder (pass through)	Per Recorded Document	N/A	\$ 8.00	\$ 8.00
No Change	14	Legal Fees	Actual Costs	N/A	Varies	Varies
Restructured	15	Lock Charges	Actual Costs	N/A	\$ 8.00	Varies
Increase	16	Maintenance Inspection Fee	4x Cost of Rental Program Annual Fee	\$ 183.64	\$ 144.00	\$ 183.00
Decrease	17	Sign Removal Fee	Per sign after first 5	\$ 51.39	\$ 87.00	\$ 51.00
No Change	18	Weed Abatement Contractor Charges	Actual costs	Varies	Varies	Varies
Increase	19	Weed Abatement Notice of Violation Fee	Each parcel	\$ 140.05	\$ 110.00	\$ 140.00
Increase	20	Weed Abatement Re-Inspection Fee	Each parcel	\$ 148.94	\$ 50.00	\$ 148.00

City of Ontario

FY 2019-20 Proposed Citywide Fee Schedule - Fees, Fines & Charges

V - Housing & Neighborhood Preservation

Section 2. Community Improvement Fees

Comments	Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services (2019 Fee Study)	Current Fee FY 2018-19	Recommended Fee FY 2019-20
Abatement of Nuisance Conditions Fees^c						
Increase	21	Issue Notice of Violation	Each	\$ 140.05	\$ 110.00	\$ 140.00
No Change	22	Extension Fee for Notice of Violation	Each	N/A	\$ 50.00	\$ 50.00
Increase	23	Re-inspections (violations found)	Each	\$ 69.24	\$ 50.00	\$ 69.00
Increase	24	Re-inspections (compliant)	Each	\$ 69.24	\$ 50.00	\$ 69.00
Increase	25	Re-inspections (re-inspect)	Each	\$ 69.24	\$ 50.00	\$ 69.00
Increase	26	Issue + Notice and Order (code enf. program)	Each	\$ 720.86	\$ 395.00	\$ 720.00
No Change	27	Remove Vehicles from Private Property (does not include warrant)	Each	N/A	\$ 181.00	\$ 181.00
Increase	28	Secure vacant structure	Each	\$ 740.92	\$ 330.00	\$ 740.00
Increase	29	Appeal of Administrative Citation (found valid)	Each	\$ 129.63	\$ 65.00	\$ 129.00
New	30	Appeal of Administrative Decision	Each	\$ 203.91	N/A	\$ 203.00
Increase	31	Inspection Warrant Obtained	Each	\$ 1,117.19	\$ 472.00	\$ 1,117.00
Increase	32	Public Nuisance Abatement Notice Issued - Administrative Cost	Each + Contractor Cost	\$ 415.64	\$ 199.00	\$ 415.00
Increase	33	Public Nuisance Abatement (Inspection with warrant)	Each	\$ 1,335.43	\$ 561.00	\$ 1,335.00
Decrease	34	Release of Lien Fee (does not include County fees)	Each	\$ 71.59	\$ 141.00	\$ 71.00
Increase	35	Special Assessment Removal Fee - Admin. Cost	Each	\$ 67.76	\$ 42.00	\$ 67.00
No Change	36	Property Research Title/Map/Metro Scan	Each	N/A	\$ 42.00	\$ 42.00
No Change	37	Emergency Order to Vacate	Each	N/A	\$ 192.00	\$ 192.00
No change	38	Release of Confiscated Property	Each	N/A	\$ 50.00	\$ 50.00
Decrease	39	Weed Abatement Clean Vacant Lot Fee (plus contractor cost and warrant if needed)	Each	\$ 47.73	\$ 285.00	\$ 47.00

^A Per Reso No. 2008-046

^B Fee reductions are available per Reso. No. 2008-046

^C Per Reso. No. 2012-073

City of Ontario
FY 2019-20 Proposed Citywide Fee Schedule - Fees, Fines & Charges

V - Housing & Neighborhood Preservation
Section 3. Administrative Citations

Comments	Fine #	Fee Description	Ontario Municipal Code Section	1st Offense FY 2019-20	2nd Offense FY 2019-20	3rd Offense FY 2019-20
No Change	1	Minor Offense ^A	OMC Sec. 1-5.04	\$ 50.00	\$ 100.00	\$ 200.00
No Change	2	General Offense ^A	OMC Sec. 1-5.04	\$ 100.00	\$ 200.00	\$ 400.00
No Change	3	Health and Safety Offense ^A	OMC Sec. 1-5.05	\$ 150.00	\$ 300.00	\$ 500.00
No Change	4	Administrative Citation Fine - Late Fee	OMC Sec. 1-5.05	\$ 50.00	\$ 50.00	\$ 50.00
No Change	5	Civil Penalty	OMC Sec. 1-2.01(g)	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
No Change	6	Health & Safety Inspection: Late Payment Penalty Fee After 45 Days	OMC Sec. 8-17.111 (c)	Double Amount of Original Fee, Plus 10% Interest per Annum	Double Amount of Original Fee, Plus 10% Interest per Annum	Double Amount of Original Fee, Plus 10% Interest per Annum

^A Per Reso. No. 2011-064



VI. - Information Technology

Section 1. Information Technology Fees

Comments	Fee #	Fee Description	Unit/Notes	Current Fee FY 2018-19	Recommended Fee FY 2019-20
No Change	1	Ortho Photos - 1 square mile	Per tile (1 sq. mile area)	\$ 45.00	\$ 45.00
No Change	2	Ortho Photos - Citywide	Each	\$ 2,000.00	\$ 2,000.00
No Change	3	Topography - 1 square mile	Per tile (1 sq. mile area)	\$ 10.00	\$ 10.00
No Change	4	Mapping - Standard Maps 8 1/2" x 11" (Plus Shipping)	Each	\$ 5.00	\$ 5.00
No Change	5	Mapping - Standard Maps 36" wide max 36" height (Plus Shipping):	Each	\$ 17.00	\$ 17.00
No Change	6	Mapping - Standard Maps 42" wide max 42" height (Plus Shipping):	Each	\$ 24.00	\$ 24.00
No Change	7	Mapping - Standard Maps 54" wide max 54" height (Plus Shipping):	Each	\$ 42.00	\$ 42.00
No Change	8	Mapping: Custom Maps	Standard map cost plus technical support per hour	\$ 50.00	\$ 50.00
No Change	9	Individual Data Layers: Parcels	Each	\$ 450.00	\$ 450.00
No Change	10	Individual Data Layers: Streets	Each	\$ 450.00	\$ 450.00
No Change	11	Individual Data Layers: Blocks	Each	\$ 350.00	\$ 350.00
No Change	12	Individual Data Layers: City Limits	Each	\$ 75.00	\$ 75.00
No Change	13	Individual Data Layers: Footprints	Each	\$ 450.00	\$ 450.00
No Change	14	Individual Data Layers: Other Data (i.e. Street trees, etc.) as determined by the City Manager or Designee	Each	\$ 450.00	\$ 450.00
No Change	15	GIS Data Subscription	Annual Fee	\$ 5,000.00	\$ 5,000.00
No Change	16	Technical Support	Per Hour	Hourly Rate	Hourly Rate



VII. - Police

Section 1. Police Fees

Comments	Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services (2019 Fee Study)	Current Fee FY 2018-19	Recommended Fee FY 2019-20
Decrease	1	Fingerprint Live Scan	Each	\$ 17.93	\$ 20.00	\$ 17.00
Decrease	2	Fingerprint Ink Card	Each	\$ 8.88	\$ 20.00	\$ 8.00
Increase	3	Copy of Violation Citation Sign-off	Each	\$ 22.12	\$ 10.00	\$ 22.00
Restructured	4	Reproduction of Investigation Audio Tapes*	Per Hour	\$ -	\$ 15.00	Hourly Rate
Increase	5	Reproduction of Investigation Photos*	Each	\$ 356.10	\$ 15.00	\$ 356.00
Increase	6	Police reports - Records Division*	Each	\$ 35.48	\$ 10.00	\$ 35.00
New	7	Freedom of Information Act Request* ; Redaction for: 1) Reports, 2) Audio, and, 3) Videos	Per Hour	N/A	N/A	Hourly Rate
* Any reproduction fees (i.e. photos, audio tapes, police reports, video tapes, etc.) may be waived for minors and alleged victims and/or members of their immediate family making a request on their behalf.						
Increase	8	Clearance Letter	Each	\$ 26.60	\$ 15.00	\$ 26.00
Decrease	9	Vehicle repossession receipt	Each	\$ 8.88	\$ 15.00	\$ 8.00
Decrease	10	Concealed weapons permit (Plus DOJ Fee)	Each	\$ 83.74	\$ 150.00	\$ 83.00
Decrease	11	Security guard permit	Each	\$ 40.67	\$ 60.00	\$ 40.00
No Change	12	Police Services Fee ^A	Per Hour	N/A	\$ 75.00	\$ 75.00



VII. - Police

Section 1, Police Fees

Comments	Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services (2019 Fee Study)	Current Fee FY 2018-19	Recommended Fee FY 2019-20
Towing & Storage Fees^B						
Increase	13	Administrative Fee for Tow Companies	Each	\$ 149.62	\$ 131.00	\$ 149.00
Increase	14	Towed vehicle release fee	Each	\$ 13.30	\$ 10.00	\$ 13.00
No Change	15	Required Towing Vehicle: Class A	Per Hour	N/A	\$ 200.00	\$ 200.00
No Change	16	Class A Storage Fee - Inside	Each	N/A	\$ 60.00	\$ 60.00
No Change	17	Class A Storage Fee - Outside	Each	N/A	\$ 52.00	\$ 52.00
No Change	18	Required Towing Vehicle: Class B	Per Hour	N/A	\$ 260.00	\$ 260.00
No Change	19	Class B Storage Fee - Inside	Each	N/A	\$ 60.00	\$ 60.00
No Change	20	Class B Storage Fee - Outside	Each	N/A	\$ 52.00	\$ 52.00
No Change	21	Required Towing Vehicle: Class C	Per Hour	N/A	\$ 320.00	\$ 320.00
No Change	22	Class C Storage Fee - Inside	Each	N/A	\$ 60.00	\$ 60.00
No Change	23	Class C Storage Fee - Outside	Each	N/A	\$ 55.00	\$ 55.00
No Change	24	Required Towing Vehicle: Class D	Per Hour	N/A	\$ 350.00	\$ 350.00
No Change	25	Class D Storage Fee - Inside	Each	N/A	\$ 60.00	\$ 60.00
No Change	26	Class D Storage Fee - Outside	Each	N/A	\$ 59.00	\$ 59.00
No Change	27	Gate Fee	Each	N/A	\$ 100.00	\$ 100.00
No Change	28	Stolen/Illegal Engine/Transmission Removal	Each	N/A	\$ 600.00	\$ 600.00



VII. - Police

Section 1. Police Fees

Comments	Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services (2019 Fee Study)	Current Fee FY 2018-19	Recommended Fee FY 2019-20
Alarms Fees - Residential/Commercial^c						
No Change	29	Alarm Registration Fee (Annual) - Residential	Each	\$ 25.04	\$ 25.00	\$ 25.00
Decrease	30	Alarm Registration Fee (Annual)- Commercial	Each	\$ 41.48	\$ 50.00	\$ 25.00
New/Decrease	31	Alarm Registration Fee (Annual)- Senior, Veteran, Low-Income, Disabled	Each	\$ 25.04	\$ -	\$ 12.00
New	32	Malfunctioning Alarm Abatement Fee (Maximum Fee = \$300)	Each	N/A	N/A	Actual Costs
New	33	Robbery False Alarm - 1st Response (within 12 month period)	Each	\$ 281.26	N/A	\$ 100.00
New	34	Robbery False Alarm - 2nd (or more) Response (within 12 month period)	Each	\$ 281.26	N/A	\$ 200.00
New	35	Panic False Alarm Response	Each	\$ 281.26	N/A	\$ 100.00
Residential False Alarms Response - Registered Alarms^c (within 12 month period)						
Increase	36	Registered Alarm: 1st False Alarm Response (Residential)	Each	\$ 281.26	\$ -	\$ 50.00
Increase	37	Registered Alarm: 2nd False Alarm Response (Residential)	Each	\$ 281.26	\$ -	\$ 75.00

City of Ontario
FY 2019-20 Proposed Citywide Fee Schedule - Fees, Fines, Charges
VII. - Police
Section 1. Police Fees

Comments	Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services (2019 Fee Study)	Current Fee FY 2018-19	Recommended Fee FY 2019-20
Increase	38	Registered Alarm: 3rd False Alarm Response (Residential)	Each	\$ 297.00	\$ 50.00	\$ 297.00
Increase	39	Registered Alarm: 4th False Alarm Response (Residential)	Each	\$ 305.00	\$ 75.00	\$ 305.00
Increase	40	Registered Alarm: 5th False Alarm Response (Residential)	Each	\$ 313.00	\$ 100.00	\$ 313.00
Increase	41	Registered Alarm: 6th False Alarm Response (Residential)	Each	\$ 322.00	\$ 100.00	\$ 322.00
Residential False Alarms Response - Non-Registered Alarms^c (within 12 month period)						
Increase	42	Non-Registered: 1st False Alarm Response (Residential)	Each	\$ 281.26	\$ -	\$ 150.00
Increase	43	Non-Registered: 2nd False Alarm Response (Residential)	Each	\$ 281.26	\$ -	\$ 175.00
Increase	44	Non-Registered: 3rd False Alarm Response (Residential)	Each	\$ 297.00	\$ 50.00	\$ 297.00
Increase	45	Non-Registered: 4th False Alarm Response (Residential)	Each	\$ 305.00	\$ 75.00	\$ 305.00
Increase	46	Non-Registered: 5th False Alarm Response (Residential)	Each	\$ 313.00	\$ 100.00	\$ 313.00
Increase	47	Non-Registered: 6th False Alarm Response (Residential)	Each	\$ 322.00	\$ 100.00	\$ 322.00
Commercial False Alarms Response - Registered Alarms^c (within 12 month period)						
Increase	48	Registered: 1st False Alarm Response (Commercial)	Each	\$ 281.26	\$ -	\$ 50.00
Increase	49	Registered: 2nd False Alarm Response (Commercial)	Each	\$ 281.26	\$ -	\$ 75.00



VII. - Police

Section 1. Police Fees

Comments	Fee #	Fee Description	Unit/Notes	Total Cost to Provide Services (2019 Fee Study)	Current Fee FY 2018-19	Recommended Fee FY 2019-20
Increase	50	Registered: 3rd False Alarm Response (Commercial)	Each	\$ 297.00	\$ 75.00	\$ 297.00
Increase	51	Registered: 4th False Alarm Response (Residential)	Each	\$ 305.00	\$ 100.00	\$ 305.00
Increase	52	Registered: 5th False Alarm Response (Commercial)	Each	\$ 313.00	\$ 150.00	\$ 313.00
Increase	53	Registered: 6th False Alarm Response (Commercial)	Each	\$ 322.00	\$ 200.00	\$ 322.00
Commercial False Alarms Response - Non-Registered Alarms^c (within 12 month period)						
Increase	54	Non-Registered: 1st False Alarm Response (Commercial)	Each	\$ 281.26	\$ -	\$ 150.00
Increase	55	Non-Registered: 2nd False Alarm Response (Commercial)	Each	\$ 281.26	\$ -	\$ 175.00
Increase	56	Non-Registered: 3rd False Alarm Response (Commercial)	Each	\$ 297.00	\$ 75.00	\$ 297.00
Increase	57	Non-Registered: 4th False Alarm Response (Commercial)	Each	\$ 305.00	\$ 100.00	\$ 305.00
Increase	58	Non-Registered: 5th False Alarm Response (Commercial)	Each	\$ 313.00	\$ 150.00	\$ 313.00
Increase	59	Non-Registered: 6th False Alarm Response (Commercial)	Each	\$ 322.00	\$ 200.00	\$ 322.00

^A Per OMC Sec. 4-12.04

^B Per Reso NO. 2012-10

^C Per OMC Sec. 4-9.530 (§ 1, Ord. 2790, eff. November 20, 2003)



City of Ontario

FY 2019-20 Proposed Citywide Fee Schedule - Fees, Fines & Charges

VII. - Police

Section 1. Parking & Pedestrian Citations

Comments	Fee #	Fee Description	Ontario Municipal Code Section	Fines FY 2019-20
Parking & Pedestrian Citations				
No Change	1	Pedestrian Citations: Failure to heed proper use crosswalks; Obstruction of passageways; Interference with pedestrian or vehicular traffic	OMC Sec. 4-6.1602 (a)(1)	\$ 37.50
No Change	2	Parking Citations: Failure to heed prohibited and/or restricted parking signs, parking zones, parkways, and streets	OMC Sec. 4-6.1602 (a)(2)	\$ 37.50
No Change	3	Parking Citations: Violations related to the stopping, standing, or parking of a vehicle in a restricted area (e.g. divisional island, during street sweeping, red curb, railroad track, other hazardous areas)	OMC Sec. 4-6.1602 (a)(3)	\$ 42.50
No Change	4	Parking Citations: Failure to heed restrictions for certain commercial vehicles	OMC Sec. 4-6.1602 (a)(4)	\$ 122.50
No Change	5	Parking Citations: Failure to heed parking restrictions on private property	OMC Sec. 4-6.1602(a)(5)	\$ 50.50
No Change	6	Parking Citations: Failure to heed regulations pertaining to vehicular stopping, standing, and parking (e.g. one hour parking limit; parallel parking, etc)	OMC Sec. 4-6.1602(a)(6)	\$ 37.50
No Change	7	Parking Citations: Failure to heed regulations pertaining to coach zones (e.g. bus or taxi loading zones)	OMC Sec. 4-6.1602(a)(7)	\$ 37.50
No Change	8	Parking Citations: Failure to heed regulations pertaining to restrictions for permit parking zones on residential streets	OMC Sec. 4-6.1602(a)(8)	\$ 37.50

City of Ontario

FY 2019-20 Proposed Citywide Fee Schedule - Fees, Fines & Charges

VII. - Police

Section 1. Parking & Pedestrian Citations

Comments	Fee #	Fee Description	Ontario Municipal Code Section	Fines FY 2019-20
No Change	9	Parking Citations: Failure to heed regulations pertaining restrictions for certain streets, excluding permit zones on residential streets (e.g. Central Traffic District regulations, commercial truck routes regulations etc.) - First Offense	OMC Sec. 4-6.1305(i)(3)(i-iii)	\$ 50.00
No Change	10	Parking Citations: Failure to heed regulations pertaining restrictions for certain streets, excluding permit zones on residential streets (e.g. Central Traffic District regulations, commercial truck routes regulations etc.) - Second Offense	OMC Sec. 4-6.1305(i)(3)(i-iii)	\$ 100.00
No Change	11	Parking Citations: Failure to heed regulations pertaining restrictions for certain streets, excluding permit zones on residential streets (e.g. Central Traffic District regulations, commercial truck routes regulations etc.) - Third Offense	OMC Sec. 4-6.1305(i)(3)(i-iii)	\$ 250.00
No Change	12	Parking Citations: Failure to heed regulations pertaining to parking at Ontario International Airport	OMC Sec. 4-6.1602(a)(9)	\$ 37.50
Citations: Penalty for Late Payments				
No Change	13	Citation Late Payments after thirty (30) days (excludes citations for permit parking zones on residential streets)	OMC Sec. 4-6.1602(b)(1-6)	\$ 50.00
No Change	14	Citation Late Payments - Permit parking zones on residential streets: Penalty for citations paid after thirty (30) days of issuance	OMC Sec. 4-6.1305(i)(2)(ii)	\$ 50.00



City of Ontario

FY 2019-20 Proposed Citywide Fee Schedule - Fees, Fines & Charges

VII. - Police

Section 1. Parking & Pedestrian Citations

Comments	Fee #	Fee Description	Ontario Municipal Code Section	Fines FY 2019-20
No Change	15	Citation Late Payments - Permit parking zones on residential streets: Increase to penalty for citations paid after forty (40) days	OMC Sec. 4-6.1305(i)(2)(iii)	\$ 10.00

CITY OF ONTARIO

Agenda Report
January 21, 2020

SECTION:
PUBLIC HEARINGS


SUBJECT: A PUBLIC HEARING TO CONSIDER AN ORDINANCE APPROVING THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT (FILE NO. PDA15-003) BETWEEN THE CITY OF ONTARIO AND BROOKCAL ONTARIO, LLC, MODIFYING REQUIREMENTS FOR THE COMMENCEMENT AND COMPLETION OF THE DEFERRED FRONTAGE IMPROVEMENTS ASSOCIATED WITH TRACT MAP 18937 (FILE NO. PMTT17-002), LOCATED AT THE NORTHEAST CORNER OF ARCHIBALD AVENUE AND ONTARIO RANCH ROAD, WITHIN PLANNING AREA 7 OF THE AVENUE SPECIFIC PLAN (APNS: 0218-972-01 THROUGH 81; 0218-973-01 THROUGH 16; 0218-974-01 THROUGH 93; AND 0218-975-01 THROUGH 52)

RECOMMENDATION: That the City Council introduce and waive further reading of an ordinance approving the First Amendment to the Development Agreement (File No. PDA15-003) between the City of Ontario and BrookCal Ontario, LLC, modifying requirements for the commencement and completion of the deferred frontage improvements associated with Tract Map 18937 (File No. PMTT17-002).

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 deferment of improvements proposed with the First Amendment to the Development Agreement (File No. PDA15-003) does not have an impact on the City's existing budget. BrookCal Ontario, LLC ("Owner") has formed Community Facilities Districts (CFD Nos. 40 and 27 respectively), which provide special tax revenues, public services funding fees plus development impact, compliance, processing, licensing, and permitting fees to fund City facilities and services to serve Tract Map 18937 (File No. PMTT17-002). This will address the City Council's long-standing

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. 01/21/2020
Approved: _____
Continued to: _____
Denied: _____

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direction that the development of Ontario Ranch generate enough revenue to fund required City services without reliance on the financial resources of the City's General Fund.

BACKGROUND: The Avenue Specific Plan ("Specific Plan") and Environmental Impact Report ("EIR") were approved by the City Council on December 19, 2006. The Specific Plan establishes the land use designations, development standards, and design guidelines for 568 acres, which includes the potential development of 2,326 dwelling units and approximately 174,000 square feet of commercial.

On December 5, 2017, the City Council approved a Development Agreement (File No. PDA15-003), for Tract Map 18937 to subdivide the 23.66 acre project into 48 single-family numbered lots, 7 multi-family numbered lots for Condominium Purposes, and 41 lettered lots for private streets, landscape neighborhood edges and common open space purposes. The project site would facilitate the development of up to 48 single family and 217 multi-family residential units. On September 25, 2018, the Final Map for Tract 18937 was recorded on the property.

The main points of the Development Agreement address Development Impact Fees (DIF); public service funding; Community Facilities District (CFD) for maintenance of public facilities; park/open space requirements; affordable housing in-lieu fees; and school facilities requirements. State law and Section 2.5 of the Development Agreement provide that amendments may be made to the Agreement upon the mutual consent of both parties using the same process and procedures as for the consideration and approval of the original Development Agreement.

The project site is directly adjacent to an existing property owned by Southern California Edison (SCE). Pursuant to the Development Agreement, BrookCal Ontario, LLC ("Owner") is responsible for the construction of street improvements including neighborhood edge landscaping, sidewalks, trails and all other last lane improvements on Archibald Avenue and Ontario Ranch Road that are adjacent to the project site as well as the Edison Substation (the "deferred frontage improvements"). The Development Agreement provided the Owner with an option to defer the initiation and completion of the improvements, contingent upon the Owner's deposit of funds (\$441,102.11) into an Escrow Account for the cost of the improvements, which was made on March 20, 2019.

Thus far, the Owner has been issued 149 building permits for production units and, under the provisions of the Development Agreement, requires the commencement of the deferred frontage improvements for the City to issue additional building permits for production units. However, the Owner has not acquired the necessary rights-of-way from SCE in order to commence construction of the deferred frontage improvements, as California Public Utilities Commission ("CPUC") approval is required.

The Owner has made numerous efforts to seek approval from SCE and cannot commence construction of the deferred frontage improvements until CPUC approval is obtained. Staff believes that the efforts made to date deserve some relief of the condition and is recommending the release of additional building permits. The release of additional building permits, however, necessitates an amendment ("First Amendment") to the Development Agreement in order to reflect the modified terms for the commencement and completion of the deferred frontage improvements. Key points of the First Amendment are as follows:

- Owner shall commence construction of the deferred frontage improvements either prior to Owner requesting the 250th production building permit or by June 30, 2020, whichever occurs first.

- Owner shall complete the construction of the deferred frontage improvements within one hundred eighty (180) days following the commencement by Owner of the deferred frontage improvements.
- Owner shall provide periodic written progress reports to the City commencing thirty (30) days after the Owner initiates construction of the deferred frontage improvements and each thirty (30) days thereafter.
- If Owner is unable to acquire the necessary rights-of-way from SCE, prior to Owner requesting the 250th permit, or by June 30, 2020, whichever occurs first, the City Manager or designee shall have the administrative authority to establish additional requirements of the Owner for the release of the remaining building permits for production units at his/her reasonable discretion.

In considering the application at their meeting on December 16, 2019, the Planning Commission found that the First Amendment 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. PC19-099, recommending City Council approval of the First Amendment with a 7-0 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 maximum number of dwelling units (287) and density (9.5 DU/AC) specified in the Available Land Inventory.

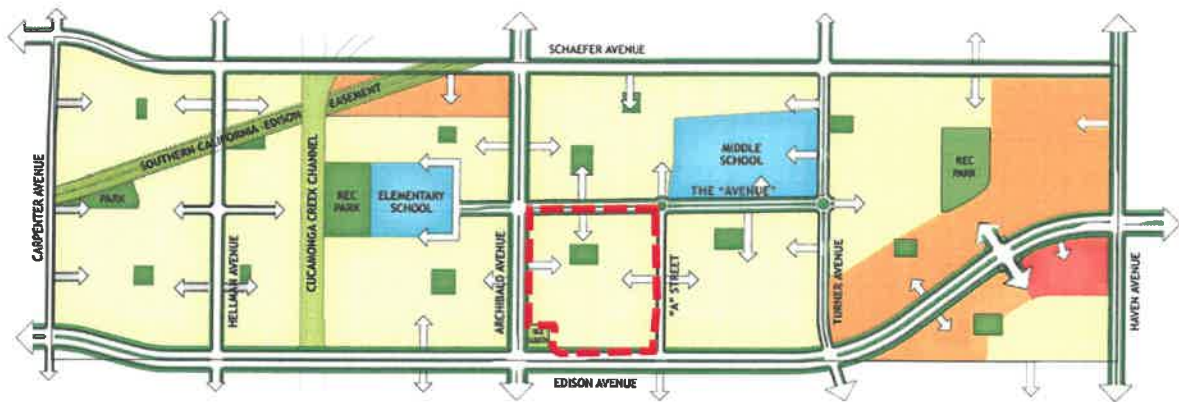
AIRPORT LAND USE COMPATIBILITY PLAN (ALUCP) COMPLIANCE: The project site is located within the Airport Influence Area of the Ontario International Airport and has been found to be consistent with the policies and criteria set forth within the Ontario International Airport Land Use Compatibility Plan.

ENVIRONMENTAL REVIEW: The environmental impacts of this project were previously reviewed in conjunction with an amendment to The Avenue Specific Plan (File No. PSPA13-003), for which an addendum to the EIR (SCH#2005071109) was adopted by the City Council on June 17, 2014. This Application introduces no new significant environmental impacts. All previously adopted mitigation measures of the addendum are a condition of project approval and are incorporated herein by this reference.

Exhibit "A" The Avenue Specific Plan Land Use Map

Land Use Plan

Exhibit 8



LEGEND

- | | |
|---|--|
| LOW DENSITY RESIDENTIAL | SCHOOL |
| MEDIUM DENSITY RESIDENTIAL | PARK |
| RETAIL | SCE EASEMENT |
| | STORM DRAIN EASEMENT |



NOTE: The locations of the parks are conceptual and will be determined as part of the tract map approval process.

The Avenue
SPECIFIC PLAN

The New Model Colony Ontario, California

Land Use Plan

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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT (FILE NO. PDA15-003) BETWEEN THE CITY OF ONTARIO AND BROOKCAL ONTARIO, LLC, MODIFYING REQUIREMENTS FOR THE COMMENCEMENT AND COMPLETION OF THE DEFERRED FRONTAGE IMPROVEMENTS ASSOCIATED WITH TRACT MAP 18937 (FILE NO. PMTT17-002), LOCATED AT THE NORTHEAST CORNER OF ARCHIBALD AVENUE AND ONTARIO RANCH ROAD, WITHIN PLANNING AREA 7 OF THE AVENUE SPECIFIC PLAN AND MAKING FINDINGS IN SUPPORT THEREOF—APNS: AS SHOWN IN EXHIBIT A (ATTACHED).

WHEREAS, BrookCal Ontario, LLC ("Applicant") has filed an Application for the approval of the First Amendment to the Development Agreement, File No. PDA15-003, as described in the title of this Ordinance (hereinafter referred to as "Application" or "Project"); and

WHEREAS, the Application applies to 23.66 acres of land generally located at the northeast corner of Archibald Avenue and Ontario Ranch Road, within Planning Area 7 of The Avenue Specific Plan, and is presently under construction with single family and multi-family residential units; and

WHEREAS, the property to the north of the project site is within Planning Area 6A of The Avenue Specific Plan and currently developed with single family residences. The property to the south of the project site is within Planning Areas 7 and 8 of the Grand Park Specific Plan and currently developed with agricultural/dairy uses. The property to the east of the project site is within Planning Area 8A of The Avenue Specific Plan and is currently developed with single family residences. The property to the west of the project site is within the Low Density Residential district of Planning Area 5 of The Avenue Specific Plan and is currently developed with agricultural uses; and

WHEREAS, the Final Map for Tract 18937 was recorded in the official records of the San Bernardino County Recorder's Office on September 25, 2018; and

WHEREAS, the project site is directly adjacent to existing property owned by Southern California Edison (SCE) and the Applicant is responsible for the construction of street improvements, including neighborhood edge landscaping, sidewalks, trails and all other last lane improvements on Archibald Avenue and Ontario Ranch Road that are adjacent to the project site and adjacent to the Edison Substation (the "Deferred Frontage Improvements"); and

WHEREAS, on March 20, 2019, pursuant to Section 4.3.1.2 of the Development Agreement, the Applicant deferred the commencement and completion of the deferred frontage improvements and deposited \$441,102.11 in an Escrow Account for the estimated cost of the improvements; and

WHEREAS, the Applicant has been issued 149 building permits for production units, which requires the commencement of the deferred frontage improvements; and

WHEREAS, the Applicant has not acquired the necessary rights-of-way from SCE in order to commence the construction of the deferred frontage improvements; and

WHEREAS, the Applicant has requested an amendment (the "First Amendment") to the Development Agreement, to allow the release of additional building permits for production units, contingent upon the Applicant's compliance with the terms and provisions provided in the attached First Amendment; and

WHEREAS, the environmental impacts of this project were previously reviewed in conjunction with an amendment to The Avenue Specific Plan (File No. PSPA13-003), for which an addendum to the EIR (SCH#2005071109) was adopted by the City Council on June 17, 2014, and this Application introduces no new significant environmental impacts; and

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

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

WHEREAS, Ontario Development Code Table 2.02-1 (Review Matrix) grants 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 December 16, 2019, the Planning Commission of the City of Ontario conducted a hearing to consider the Project, and concluded said hearing on that date, voting to issue Resolution No. PC19-099 recommending the City Council approve the Application; and

WHEREAS, on January 21, 2020, 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 an addendum to The Avenue Specific Plan Environmental Impact Report, certified by the City of Ontario City Council on June 17, 2014, in conjunction with File No. PSPA13-003.

(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. *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. *Housing Element Compliance.* Pursuant to the requirements of California Government Code Chapter 3, Article 10.6, commencing with Section 65580, as the APPROVING authority for the Project, the CITY COUNCIL finds that based on the facts and information contained in the Application and supporting documentation, at the time of Project implementation, the project is consistent with the Housing Element of the Policy Plan (General Plan) component of The Ontario Plan, as the project site is one of the properties listed in the Available Land Inventory contained in Table A-3 (Available Land by Planning Area) of the Housing Element Technical Report Appendix, and the proposed project is consistent with the maximum number of dwelling units (287) and density (9.5 DU/AC) specified in the Available Land Inventory.

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 Application applies to 23.66 acres of land generally located at the northeast corner of Archibald Avenue and Ontario Ranch Road within Planning Area 7 of The Avenue Specific Plan; and

b. The property to the north of the project site is within Planning Area 6A of The Avenue Specific plan and currently developed with single family residences. The property to the south of the project site is within Planning Areas 7 and 8 of the Grand Park Specific Plan and currently developed with agricultural/dairy uses. The property to the east of the project site is within Planning Area 8A of The Avenue Specific Plan and is currently developed with single family residences. The property to the west of the project site is within the Open Space and Elementary School districts of Planning Area 5 of The Avenue Specific Plan and is currently developed with agricultural uses; and

c. In acknowledgement that the Applicant is currently making their best reasonable efforts to seek approval from SCE and cannot commence construction of the Deferred Frontage Improvements until an approval is granted from SCE, the City has agreed to issue additional building permits for Production Units; and

d. The City's release of additional building permits for Production Units, is contingent upon the Applicant's compliance with the terms and provisions provided in the attached First Amendment; and

e. If the Applicant is unable to receive approval from SCE pursuant to the thresholds provided in the attached First Amendment, the City Manager or designee, shall have the administrative authority to establish additional requirements of the Applicant for the release of the remaining building permits for Production Units at his/her reasonable discretion; and

f. This Application will not be materially injurious or detrimental to the adjacent properties and will not have a significant impact on the environmental or surrounding properties. The environmental impacts of this of this project were previously reviewed in conjunction with an amendment to The Avenue Specific Plan (File No. PSPA13-003), for which an addendum to the EIR (SCH#2005071109) was adopted by the City Council on June 17, 2014. This application introduces no new significant environmental impacts; and

g. All adopted mitigation measures of the related EIR shall be a condition of project approval and are incorporated herein by reference; and

h. The provisions of the Application are consistent with the goals, Policies, plans, and exhibits of the Vision, Policy Plan (General Plan), and the City Council Priorities components of The Ontario Plan, and any applicable specific plans; and

i. The Application does not conflict with the Land Use Policies of The Ontario Plan Policy Plan (General Plan) and will provide for development, within the district, in a manner consistent with the Policy Plan and with related development; and

j. This Application will promote the goals and objectives of the Land Use Element of the Policy Plan.

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 First Amendment to the Development Agreement (File No. PDA15-003), attached hereto as "Attachment B," 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 _____ 2020.

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 Ordinance No. _____ was duly introduced at a regular meeting of the City Council of the City of Ontario held January 21, 2020 and adopted at the regular meeting held _____, 2020 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:

Assessor Parcel Numbers (APN)

Tract Map 18937

(APN Listing to follow this page)

TRACT MAP 18937 – ASSESSOR PARCEL LISTING

0218-972-01	0218-972-47	0218-973-12	0218-974-42	0218-974-88	0218-975-41
0218-972-02	0218-972-48	0218-973-13	0218-974-43	0218-974-89	0218-975-42
0218-972-03	0218-972-49	0218-973-14	0218-974-44	0218-974-90	0218-975-43
0218-972-04	0218-972-50	0218-973-15	0218-974-45	0218-974-91	0218-975-44
0218-972-05	0218-972-51	0218-973-16	0218-974-46	0218-974-92	0218-975-45
0218-972-06	0218-972-52	0218-974-01	0218-974-47	0218-974-93	0218-975-46
0218-972-07	0218-972-53	0218-974-02	0218-974-48	0218-975-01	0218-975-47
0218-972-08	0218-972-54	0218-974-03	0218-974-49	0218-975-02	0218-975-48
0218-972-09	0218-972-55	0218-974-04	0218-974-50	0218-975-03	0218-975-49
0218-972-10	0218-972-56	0218-974-05	0218-974-51	0218-975-04	0218-975-50
0218-972-11	0218-972-57	0218-974-06	0218-974-52	0218-975-05	0218-975-51
0218-972-12	0218-972-58	0218-974-07	0218-974-53	0218-975-06	0218-975-52
0218-972-13	0218-972-59	0218-974-08	0218-974-54	0218-975-07	
0218-972-14	0218-972-60	0218-974-09	0218-974-55	0218-975-08	
0218-972-15	0218-972-61	0218-974-10	0218-974-56	0218-975-09	
0218-972-16	0218-972-62	0218-974-11	0218-974-57	0218-975-10	
0218-972-17	0218-972-63	0218-974-12	0218-974-58	0218-975-11	
0218-972-18	0218-972-64	0218-974-13	0218-974-59	0218-975-12	
0218-972-19	0218-972-65	0218-974-14	0218-974-60	0218-975-13	
0218-972-20	0218-972-66	0218-974-15	0218-974-61	0218-975-14	
0218-972-21	0218-972-67	0218-974-16	0218-974-62	0218-975-15	
0218-972-22	0218-972-68	0218-974-17	0218-974-63	0218-975-16	
0218-972-23	0218-972-69	0218-974-18	0218-974-64	0218-975-17	
0218-972-24	0218-972-70	0218-974-19	0218-974-65	0218-975-18	
0218-972-25	0218-972-71	0218-974-20	0218-974-66	0218-975-19	
0218-972-26	0218-972-72	0218-974-21	0218-974-67	0218-975-20	
0218-972-27	0218-972-73	0218-974-22	0218-974-68	0218-975-21	
0218-972-28	0218-972-74	0218-974-23	0218-974-69	0218-975-22	
0218-972-29	0218-972-75	0218-974-24	0218-974-70	0218-975-23	
0218-972-30	0218-972-76	0218-974-25	0218-974-71	0218-975-24	
0218-972-31	0218-972-77	0218-974-26	0218-974-72	0218-975-25	
0218-972-32	0218-972-78	0218-974-27	0218-974-73	0218-975-26	
0218-972-33	0218-972-79	0218-974-28	0218-974-74	0218-975-27	
0218-972-34	0218-972-80	0218-974-29	0218-974-75	0218-975-28	
0218-972-35	0218-972-81	0218-974-30	0218-974-76	0218-975-29	
0218-972-36	0218-973-01	0218-974-31	0218-974-77	0218-975-30	
0218-972-37	0218-973-02	0218-974-32	0218-974-78	0218-975-31	
0218-972-38	0218-973-03	0218-974-33	0218-974-79	0218-975-32	
0218-972-39	0218-973-04	0218-974-34	0218-974-80	0218-975-33	
0218-972-40	0218-973-05	0218-974-35	0218-974-81	0218-975-34	
0218-972-41	0218-973-06	0218-974-36	0218-974-82	0218-975-35	
0218-972-42	0218-973-07	0218-974-37	0218-974-83	0218-975-36	
0218-972-43	0218-973-08	0218-974-38	0218-974-84	0218-975-37	
0218-972-44	0218-973-09	0218-974-39	0218-974-85	0218-975-38	
0218-972-45	0218-973-10	0218-974-40	0218-974-86	0218-975-39	
0218-972-46	0218-973-11	0218-974-41	0218-974-87	0218-975-40	

ATTACHMENT B:

File No. PDA15-003

FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT

By and Between

**City of Ontario
a California municipal corporation**

and

**BrookCal Ontario, LLC
a California limited liability company**

(First Amendment to follow this page)

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

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

Space above this line for Recorder's Use

Exempt from Fees Per Gov. Code § 6301

File No. PDA15-003

FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT

By and Between

**City of Ontario
a California municipal corporation**

and

**BrookCal Ontario, LLC
a California limited liability company**

_____, 2020

San Bernardino County, California

**FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND
BETWEEN THE CITY OF ONTARIO AND BROOKCAL ONTARIO LLC
FILE NO. PDA15-003**

This First Amendment to the Development Agreement (hereinafter the "First Amendment") is entered into effective as of the ____ day of _____ 2020 by and among the City of Ontario, a California municipal corporation (hereinafter "CITY"), and BrookCal Ontario LLC, a California limited liability company (hereinafter "OWNER").

RECITALS

WHEREAS, the CITY and OWNER have previously entered into a Development Agreement dated December 5, 2017 and recorded in San Bernardino County, California on December 20, 2017 as Instrument No. 2017-0542426 pursuant to Section 65864, *et seq.*, of the Government Code, (hereinafter the "Development Agreement"); and

WHEREAS, pursuant to Section 3.7.2.2 of the Development Agreement, the OWNER is required at OWNER's sole cost and expense, to construct the neighborhood edge landscaping, sidewalks, trails, and all other last lane improvements on Archibald Avenue and Ontario Ranch Road, that are adjacent to the Property, and adjacent to existing property owned by Southern California Edison ("the Edison Substation"), and on Ontario Ranch Road and Archibald Avenue, known as the "Deferred Frontage Improvements"; and

WHEREAS, OWNER and CITY agree and acknowledge that the Deferred Frontage Improvements adjacent to the Edison Substation, requires the review, approval, and permitting by Southern California Edison ("SCE"); and

WHEREAS, OWNER has requested, and CITY has agreed, to modify certain specified requirements for the commencement and completion of the Deferred Frontage Improvements; and

WHEREAS, on March 20, 2019, OWNER made the required deposit (\$441,102.11) to the Escrow Account (File No. OSA-5864661) established by CITY and OWNER as required by Section 4.3.1.2 of the Development Agreement; and

WHEREAS, as of November 1, 2019, OWNER and CITY acknowledge that SCE is pursuing (a) the approval from the California Public Utilities Commission ("CPUC") of the terms of a Purchase and Sale Agreement by and between OWNER and SCE for the conveyance by OWNER to SCE of certain real property adjacent to the Edison Substation and the grant to the City of an easement for right of way purposes over a portion of SCE's property and (b) the completion of certain improvements relating the Edison Substation so as to make the land and improvements available as necessary for OWNER to perform the Deferred Frontage Improvements.

WHEREAS, OWNER is requesting that CITY issue an additional building permits for the construction of Model Units and Production Units prior to OWNER's completion of the construction of the Deferred Frontage Improvements; and

WHEREAS, CITY and OWNER have agreed that CITY may issue additional building permits for the construction of Model Units and Production Units conditioned upon OWNER's agreement to commence the Deferred Frontage Improvements either prior to (1) the request of the 250th residential building permit, (2) or by June 30, 2020, whichever occurs, over the property owned by SCE at the corner of Archibald Avenue and Ontario Ranch Road, and complete the Deferred Frontage Improvements within one hundred eighty (180) days following the commencement of the Deferred Frontage Improvements.

AGREEMENTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual agreements hereinafter contained, the parties agree as follows:

1. **MODIFICATIONS TO DEVELOPMENT AGREEMENT TO AMEND CERTAIN REQUIREMENTS FOR THE COMMENCEMENT AND COMPLETION OF THE DEFERRED FRONTAGE IMPROVEMENTS.**

The following shall replace Section 4.3.1.1 of the Development Agreement:

Deferral of Construction of Improvements on Archibald Avenue and Ontario Ranch Road Adjacent to the Property and the SCE Substation on Ontario Ranch road and Archibald Avenue. Notwithstanding the above, OWNER has requested and CITY has agreed that OWNER may defer the initiation and completion of the Deferred Frontage Improvements described in Section 3.7.2.2 of this Development Agreement and shown on Exhibit F and described as the street and other improvements on Archibald Avenue directly adjacent to the Project and the SCE Substation and the street and other improvements on Ontario Ranch Road adjacent to the Project and the SCE Substation. CITY's agreement to issue building permits for Production Units prior to OWNER's completion of the improvements described in Section 3.7.2 and as shown on Exhibit F is conditioned upon OWNER's compliance with the following conditions:

- a) Prior to, and as a condition precedent to, OWNER requesting and City granting of the first building permit for the Property, OWNER shall have completed the designs for the Deferred Frontage Improvements and also shall have completed the real property transaction to acquire the necessary Rights of Way for the Deferred Frontage Improvements, or OWNER shall have made the required deposit to the Escrow Account established by the CITY and OWNER as required by Section 4.3.1.2.
- b) Either prior to, and as a condition precedent to, (i) OWNER requesting and CITY granting the 250th residential building permit, including permits for the Model Units, (ii) or before June 30, 2020, whichever occurs first, OWNER shall commence the construction of the Deferred Frontage Improvements over that portion of the property owned by SCE as more particularly described on Exhibit "B" attached hereto and depicted on Exhibit "C" attached hereto.

- c) OWNER shall complete the construction of the Deferred Frontage Improvements within one hundred eighty (180) days following the commencement by OWNER of the Deferred Frontage Improvements.
 - d) OWNER shall provide periodic written progress reports to CITY commencing thirty (30) days after the OWNER initiates construction of the Deferred Frontage Improvements and each thirty (30) days thereafter, regarding the progress of the construction of the Deferred Frontage Improvements until such Improvements are accepted by the CITY.
 - e) Should OWNER not receive the required Rights of Way from SCE, prior to OWNER requesting the 250th residential building permit, or before June 30, 2020, whichever occurs first, and the OWNER has made its best reasonable efforts to seek approval from SCE, the City Manager or designee shall have the administrative authority to establish additional requirements of the Owner for the release of the remaining building permits for Production Units at his/her reasonable discretion.
 - f) Subject to the provisions of Section 8 of this Development Agreement, if OWNER does not comply with the conditions of this Section 4.3.1.1, OWNER shall be deemed to be in default of this Development Agreement and CITY shall be entitled to pursue all such remedies as available under the provisions of this Development Agreement.
2. **Integration.** All remaining Sections of the Development Agreement and the Exhibits thereto shall not be affected by this First Amendment.
 3. **Additional Documents/Actions.** The City Manager is authorized to approve and execute any documents and to take any actions necessary to effectuate the purposes of this First Amendment to the Development Agreement.
 4. **Defined Terms/Other Provisions.** Unless otherwise defined herein, capitalized terms contained in this First Amendment shall have the meanings ascribed to them in the Development Agreement. Except as expressly amended herein, all provisions of the Development Agreement, as supplemented, restated and amended, shall remain.
 5. **Integration.** This First Amendment reflects the complete understanding of the parties with respect to the subject matter hereof. To the extent this First Amendment conflicts with the Development Agreement, this First Amendment supersedes such previous document. In all other respects, the parties hereto re-affirm and ratify all other provisions of the Development Agreement as amended.
 6. **Indemnification.** OWNER hereby agrees to indemnify, defend and hold harmless the CITY, its officials, officers, employees, agents, contractors and volunteers from and against any and all claims, suits or proceedings arising from or related to CITY's entering into, or carrying out, this First Amendment. This indemnification includes the

payment of all penalties, fines, judgments, awards, decrees, attorney's fees and related costs or expenses incurred by the CITY.

{signature page to follow}

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date below, the ("Effective Date").

**SIGNATURE PAGE
TO FIRST AMENDMENT TO DEVELOPMENT AGREEMENT**

BROOKCAL ONTARIO LLC

"OWNER"

Brookcal Ontario LLC, a California limited liability company

By: _____

Name: _____

Title: Authorized Representative

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

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"

LEGAL DESCRIPTION OF PROPERTY

All of Tract Map No. 18937 as recorded in the Recorder's Office of San Bernardino County, State of California, filed under Document No. 2018-0352453 on September 25, 2018 in Book 351 of Tract Map at Page(s) 18 – 26.



Exhibit "B"

CITY ROAD EASEMENT DESCRIPTION

EXHIBIT "B"
ROAD EASEMENT
SERIAL NO. 71701A

IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, BEING A PORTION OF THE WEST 30 ACRES OF THE SOUTHWEST ONE QUARTER ($\frac{1}{4}$) OF THE NORTHWEST ONE QUARTER ($\frac{1}{4}$) OF SECTION 14, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SAN BERNARDINO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

BEGINNING AT THE SOUTHWEST CORNER OF LOT "UU" OF TRACT MAP 18937 RECORDED 09-25-2018 IN MAP BOOK 351 PAGES 18-26, INCLUSIVE, RECORDED IN SAID COUNTY OF RECORDS, ALSO BEING ON A POINT ON A LINE PARALLEL WITH AND 68.00 FEET EASTERLY OF THE CENTERLINE OF ARCHIBALD AVENUE;

THENCE LEAVING SAID CORNER, SOUTHERLY ALONG SAID PARALLEL LINE, SOUTH 00° 00' 12" EAST, 214.96 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 35.00 FEET ;

THENCE SOUTHEASTERLY ALONG SAID CURVE, 55.02 FEET THROUGH A CENTRAL ANGLE OF 90° 03' 53", TO A POINT ON A LINE PARALLEL WITH AND 80.00 FEET NORTHERLY OF THE CENTERLINE OF ONTARIO RANCH ROAD;

THENCE ALONG SAID PARALLEL LINE, NORTH 89° 55' 55" EAST, 179.96 FEET TO A POINT BEING THE SOUTHWESTERLY CORNER OF LOT "TT" OF SAID TRACT MAP;

THENCE LEAVING SAID CORNER, SOUTH 00° 00' 12" EAST, 22.00 FEET TO A POINT ON A LINE PARALLEL WITH AND 58.00 FEET NORTHERLY OF THE CENTERLINE OF ONTARIO RANCH ROAD;

THENCE SOUTH 89° 55' 55" WEST, 192.96 FEET ALONG SAID PARALLEL LINE TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 35.00 FEET ;

THENCE NORTHWESTERLY ALONG SAID CURVE, 55.02 FEET THROUGH A CENTRAL ANGLE OF 90° 03' 53", TO A POINT PARALLEL WITH AND 55.00 FEET EASTERLY OF THE CENTERLINE OF ARCHIBALD AVENUE;

THENCE NORTHERLY ALONG SAID PARALLEL LINE, NORTH 00° 00' 12" WEST, 236.96 FEET ON SAID PARALLEL LINE TO A POINT ON THE WESTERLY PRODUCTION OF THE SOUTH LINE OF SAID LOT "UU" AND 55.00 FEET EASTERLY OF THE CENTERLINE OF ARCHIBALD AVENUE;

THENCE NORTH 89° 55' 55" EAST, 13.00 FEET ALONG SAID WESTERLY PROLONGATION OF THE SOUTH LINE OF LOT "UU" TO THE **POINT OF BEGINNING** .

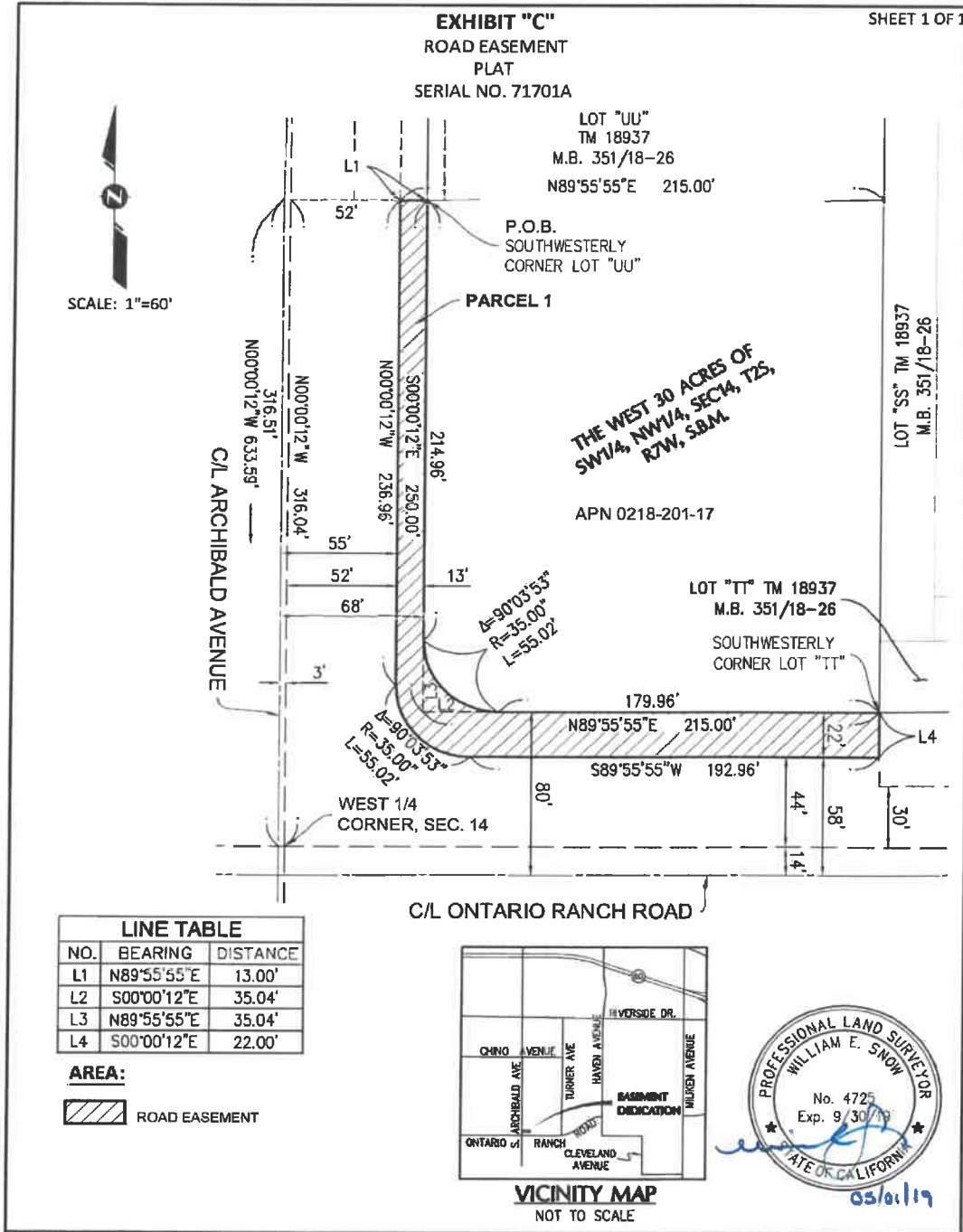
PREPARED BY: K&A ENGINEERING
357 N. SHERIDAN ST.
CORONA, CA 92880

DATE EXHIBIT PREPARED: JUNE 7, 2018

1 OF 2

Exhibit "C"

CITY ROAD EASEMENT DEPICTION



CITY OF ONTARIO

Agenda Report
January 21, 2020

**SECTION:
PUBLIC HEARINGS**

SUBJECT: A PUBLIC HEARING TO CONSIDER EXTENDING ORDINANCE NO. 3150, AN INTERIM URGENCY ORDINANCE CONSISTING OF AN AMENDMENT TO THE ONTARIO DEVELOPMENT CODE (FILE NO. PDCA19-003) TO BRING THE CITY'S CURRENT REGULATIONS GOVERNING ACCESSORY DWELLING UNITS INTO COMPLIANCE WITH RECENT CHANGES IN STATE LAW


RECOMMENDATION: That the City Council consider and adopt a 10-month and 15-day extension of the previously approved Ordinance No. 3150, an interim Development Code Amendment to bring the City's current regulations governing accessory dwelling units into compliance with recent changes in State law (SB 13, AB 68 and AB 881) and the requirements of Government Code Section 65852.2, as amended.

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: None.

BACKGROUND: On December 17, 2019, the City Council approved an urgency ordinance adopting an interim Development Code Amendment that revised Table 5.02-1 (Land Use Table) and Section 5.03.010 (Accessory Residential Structures) in order to bring the City's current provisions governing accessory dwelling units ("ADUs") into compliance with recent changes in state law (Senate Bill 13, Assembly Bill 68 and Assembly Bill 881) that became effective on January 1, 2020. Government Code Section 65858 grants the City Council the authority to adopt an urgency ordinance as an interim measure that would temporarily amend the City's Development Code for the purpose of revising the local regulatory scheme. Moreover, Government Code Section 65858(a) provides that an urgency ordinance expires, and is of no further force and effect, 45 days following the date of its adoption. The City Council may extend this time limit for up to an additional 10 months and 15 days after providing public notice and

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

Prepared by: Charles Mercier
Department: Planning
City Manager Approval: 

Submitted to Council/O.H.A. 01/21/2020
Approved: _____
Continued to: _____
Denied: _____

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conducting a public hearing. The extension of the urgency ordinance requires a four-fifths vote for adoption.

It is staff's recommendation that the City Council approve the extension of the urgency ordinance for an additional 10 months and 15 days to allow sufficient time for City staff to study and prepare a permanent ordinance pertaining to the regulation of ADUs in a manner that complies with the new State laws and is consistent with Government Code Section 65852.2, as amended.

ENVIRONMENTAL REVIEW: The urgency ordinance is statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15282(h) of the CEQA Guidelines (the adoption of an ordinance regarding second units in a single-family or multifamily residential zone by a city or county to implement the provisions of Sections 65852.1 and 65852.2 of the Government Code as set forth in Section 21080.17 of the Public Resources Code).

ORDINANCE NO. _____

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, EXTENDING ORDINANCE NO. 3150, AN INTERIM URGENCY ORDINANCE CONSISTING OF AN AMENDMENT TO THE ONTARIO MUNICIPAL CODE, FILE NO. PDCA19-003, AMENDING CHAPTER 5 OF THE ONTARIO DEVELOPMENT CODE REGARDING THE REGULATION OF ACCESSORY DWELLING UNITS.

WHEREAS, at the regular public meeting on December 17, 2019, the City Council of the City of Ontario found that the protection of the public safety, health and welfare of the City required the City Council to adopt Ordinance No. 3150, an interim urgency ordinance consisting of an amendment to the Ontario Municipal Code, File No. PDCA19-003, which amended Chapter 5 of the Ontario Development Code regarding the regulation of Accessory Dwelling Units; and

WHEREAS, pursuant to Government Code Section 65858, Ordinance No. 3150, as an interim urgency ordinance, expires 45 days after approval on January 31, 2020, unless the City Council, by a four-fifths vote, after notice has been given pursuant to Government Code Section 65090 and a public hearing conducted, extends Ordinance No. 3150 for 10 months and 15 days; and

WHEREAS, City staff intends to undertake further study and present its recommendations to the City Council regarding permanent revisions to the City's regulatory scheme pertaining to ADUs, consistent with the goals and policies of the City's General Plan, California Planning and Zoning Law, and the provisions of California Government Code Section 65858; and

WHEREAS, a severe housing crisis exists in the State of California with the demand for housing greatly exceeding supply; and

WHEREAS, on October 9, 2019, Governor Newsom signed into law several bills intended to increase the state's supply of affordable housing by facilitating the construction of ADUs including California Assembly Bills 68 and 881 and California Senate Bill 13. These laws amend California Government Code Section 65852.2 and, among other limitations on local authority, require the City of Ontario to further relax regulations concerning ADUs. These amendments to California Government Code Section 65852.2 became effective January 1, 2020; and

WHEREAS, California Government Code Section 65852.2(a)(4), as amended, provides that any city's existing local ADU ordinance that fails to meet the requirements of the new state law shall be null and void unless and until the city adopts a new ordinance complying with California Government Code Section 65852.2. (Amended Development Code Sections are included as Attachments A and B to this Ordinance). In the absence of a valid local ordinance, the new state law instead provides a set of default standards governing cities' regulation and approval of ADUs; and

WHEREAS, this interim urgency ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15282(h) of the CEQA Guidelines (the adoption of an ordinance regarding second units in a single-family or multifamily residential zone by a city or county to implement the provisions of Sections 65852.1 and 65852.2 of the Government Code as set forth in Section 21080.17 of the Public Resources Code); and

WHEREAS, Ordinance No. 3150 has been reviewed for consistency with the Housing Element of the Policy Plan component of The Ontario Plan, as State Housing Element law (as prescribed in Government Code Sections 65580 through 65589.8) requires that development projects must be consistent with the Housing Element, if upon consideration of all its aspects, it is found to further the purposes, principals, goals, and policies of the Housing Element; and

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

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

SECTION 1. *Environmental Determination and Findings.* The proposed amendments are statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15282(h) of the CEQA Guidelines (the adoption of an ordinance regarding second units in a single-family or multifamily residential zone by a city or county to implement the provisions of Sections 65852.1 and 65852.2 of the Government Code as set forth in Section 21080.17 of the Public Resources Code).

SECTION 2. *Extension.* In accordance with the authority granted to the City of Ontario by California Government Code Section 65858 and for the reasons set forth herein above, the interim urgency ordinance enacted by Ordinance No. 3150, adopted by the City Council on December 17, 2019 is extended for 10 months and 15 days from the expiration of the initial 45 day period to and including December 15, 2020.

SECTION 3. *Concluding Facts and Reasons.* Based on the substantial evidence presented to the City Council during the above-referenced hearing, and the specific findings set forth in the Recitals, and Sections 1 and 2, above, the City Council hereby concludes as follows:

(a) This extension is a matter of City-wide importance, is a reasonable and necessary measure designed for the immediate preservation and protection of the public health, safety or welfare of the community, and is in accord with the public purposes and provisions of applicable State and local laws and requirements; and

(b) The extension is consistent with the goals, policies, plans, and exhibits of the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan. Staff has thoroughly reviewed the extension and the conditions under which it will be implemented, and has determined the proposed extension to be consistent with the applicable goals, policies, plans, and exhibits of the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan; and

(c) The extension would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City.

SECTION 4. City Council Action. Based upon the findings and conclusions set forth in the Recitals and Sections 1 through 3, above, the City Council finds and determines pursuant to California Government Code Section 65858 that adoption of this ordinance is necessary for the immediate preservation of the public health, safety, and welfare, and to prohibit uses in conflict with zoning regulations pertaining to ADUs currently being studied and contemplated by the City.

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. 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 7. Effective Date. The extension of the interim urgency ordinance enacted by Ordinance No. 3150, adopted by the City Council on December 17, 2019, shall take effect immediately, extending the interim urgency ordinance for 10 months and 15 days to and including December 15, 2020.

SECTION 8. Publication and Posting. The City Clerk shall certify as to the adoption of this ordinance and shall cause a copy thereof to be published within fifteen (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this 21st day of January 2020.

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 Urgency Ordinance No. _____ was duly introduced and adopted at the regular meeting of the City Council of the City of Ontario held on the 21st day of January 2020, 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 Urgency Ordinance No. _____ duly passed and adopted by the Ontario City Council at their regular meeting held January 21, 2020 and the entire Ordinance was published on January 28, 2020 in the Inland Valley Daily Bulletin newspaper.

SHEILA MAUTZ, CITY CLERK

(SEAL)

CITY OF ONTARIO

Agenda Report
January 21, 2020

**SECTION:
ADMINISTRATIVE REPORTS/
DISCUSSION/ACTION**

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO APPROVING THE FORM AND AUTHORIZING DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT RELATING TO THE OFFERING AND SALE OF TAXABLE PENSION OBLIGATION BONDS AND AUTHORIZING AND DIRECTING CERTAIN ACTIONS WITH RESPECT THERETO

RECOMMENDATION: That the City Council adopt a resolution approving the form and authorizing the distribution of the preliminary official statement relating to the offering and sale of taxable pension obligation bonds. In addition, approve an administrative policy relating to unfunded accrued pension liabilities.

The resolution:

- (A) Approves the form and authorizes the distribution of the preliminary official statement;
- (B) Approves the form of a continuing disclosure certificate in connection with the bonds;
- (C) Approves an administrative policy that addresses unfunded accrued pension liabilities; and
- (D) Authorizes the City Manager to execute all contracts related to such bond financing.

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

FISCAL IMPACT: At the October 1, 2019 City Council meeting, the City Council authorized the issuance of bonds to refund all or a portion of the City's unfunded pension obligations, approved the form and authorized the execution of a Trust Agreement and Bond Purchase Contract, and authorized judicial validation proceedings to be filed relating to the issuance of such bonds.

STAFF MEMBER PRESENTING: Armen Harkalyan, Executive Director of Finance

Prepared by: Armen Harkalyan
Department: Financial Services
City Manager Approval: 

Submitted to Council/O.H.A. 01/21/2020
Approved: _____
Continued to: _____
Denied: _____

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The financing team, along with City staff, is recommending a bond issue to fund 100% of the unfunded actuarial liability (UAL) amount as of March 26, 2020. The projected amount of the UAL as of March 26, 2020, based on the June 30, 2018 valuation date rolled forward to the funding date, is \$331.5M. The bond issue will be for \$339.5M. This will include additional funding to pay off the remaining monthly UAL payments for the current fiscal year, pay all costs of issuance associated with the bond issue, and to fund the debt service on the bonds through the end of the fiscal year.

The bonds will be repaid over a 30-year period. The effective rate of the bonds (known as the “true interest cost”) would be 3.5% based on current market conditions as of January 14. The debt service on the bonds included in the analysis is based on an estimated rate of 3.7% to take into account possible market changes before the interest rates are locked in. Based on the estimated par amount of the bonds of \$339.5M, the total debt service payments are expected to be \$525M. The total UAL payments currently due CalPERS are \$669.5M, based on factors known today. The City could potentially save approximately \$145M, (\$106M in present value dollars), over the life of the bond financing.

The estimated costs of issuance are \$1,504,000. This includes the Municipal Advisor fees and expenses - \$106,500; Bond Counsel/Validation/Disclosure Counsel fees and expenses - \$122,500; Trustee - \$3,000; Financial Document Printing - \$2,000; NetRoadShow - \$5,000; Rating Agency (S&P and Fitch) - \$259,000; City Attorney - \$5,000; Underwriter’s Discount - \$1,001,000.

The total par amount of the bonds is estimated at \$339.5M. After deducting the costs of issuance of \$1,504,000, there will be net proceeds remaining of \$338M. These proceeds will be applied as follows:

Prepay UAL	\$331.5M
Pay 2019-20 UAL Payment	4.3M
Capitalized Interest	<u>2.2M</u>
Total	\$338.0M

BACKGROUND: Over the last several years, CalPERS has made significant changes to the assumptions used in the calculations of local agencies’ pension liabilities. These changes have resulted in (1) an increased overall unfunded pension liability as the discount rate has been reduced from 7.5% to 7%, and (2) sharp increases in annual payments due to CalPERS in earlier years followed by declining payments in later years due to the method of amortizing the UAL payments.

The City has three CalPERS plans – Police, Fire and Miscellaneous employee groups. Each plan’s UAL is comprised of multiple “amortization bases,” which are positive and negative amounts generated each year based on the performance of the CalPERS Investment Fund and changes in the actuarial assumptions. Each amortization base has a separate payment schedule over a fixed period of years. Because of the CalPERS methodology, some of the payments continue to increase each year while others will drop off. This creates a significant increase in UAL payments in the next 10 years from \$21 to \$35 million. Decreases will be seen in the subsequent 10 years, from \$35 million down to \$16 million.

The difficulty that lies with the City of Ontario, as well as many other local agencies, is the ability to pay these large payments to CalPERS over the next 10 to 15 years, while still trying to maintain a balanced budget. The City of Ontario is focused on trying to minimize the annual increases in the payments to CalPERS, so that balanced budgets can be maintained, and there are no, or minimal, impacts to the services offered to the residents and businesses of Ontario. Through the issuance of pension obligation bonds to prepay the existing UAL, the City has better control over the level of payments required to pay debt service on the bonds.

Currently, annual UAL payments to CalPERS will range from approximately \$21 million for the 2020-21 fiscal year, up to approximately \$35 million in the peak year of 2030-31. This increase may impact the ability of the City Council to adopt future balanced budgets. It may also impact the high level of services currently provided to the residents and businesses of the City.

The City is proposing a 30-year repayment schedule for the bonds. It is a modified level debt service repayment plan. In general, the annual debt service will be \$21.4M per year, however, the first three years will be approximately \$1.5M to \$2M less than the level debt service annual payment. After year 24, the last six years of payments will significantly decrease, down to approximately \$6M, then decreasing to less than \$500,000. This payment structure mirrors the sharp decrease in UAL payments that would have been made to CalPERS during those same years. With a conservative estimated interest rate on the bonds of 3.7% to provide a contingency for changing market conditions between January 14 and expected bond sale of March 12 on the bonds, the City is projecting approximately a 21% savings compared to the UAL payments. The City could potentially save approximately \$145M, (\$106M in present value dollars), over the life of the bond financing. It reduces the potential UAL payment for fiscal year 2020-21 from \$21.2 million to approximately a \$19.2 million debt service payment.

The bonds will be marketed with an optional redemption provisions that allows the City to prepay all or a portion of the bonds early with no penalty starting after year 10.

After the bonds are issued and the current UAL is paid off, new UAL amortization bases may be incurred for future years. In anticipation for this, the adoption of an Unfunded Accrued Pension Liability Policy is intended to provide guidance on the development and adoption of a funding plan for new unfunded accrued liabilities that are calculated annually by CalPERS. This funding strategy should support the decision-making process of the City Council and should be consistent with the overall purpose and goals of the City of Ontario’s pension plan.

Every June 30th, CalPERS will complete a new actuarial valuation and calculate any “new” pension liability as of that valuation date. If the value of the funded assets (on deposit with CalPERS), is not equivalent to this new liability, the City will incur a new unfunded accrued liability at that point in time. Any new liability will be addressed by the City based on the following schedule:

New Unfunded Accrued Liability (Reported From CALPERS After June 30, 2018)	Payoff/Funding Time Period
\$0 to \$15,000,000	Within 1 to 5 years
\$15,000,001 to \$30,000,000	Within 6 to 10 years
\$30,000,001 to \$50,000,000	Within 11 to 15 years
Over \$50,000,000	Within 16 to 20 years

As a formal note, since the City is in process of issuing a pension obligation bond, the adoption of the above policy will also assist the City in obtaining the best bond rating and interest rates possible.

A required step needed in the bond issuance process is the judicial validation by the court. The only issue that the court is considering is the legal ability of the City to issue pension obligation bonds, and whether the sale meets the State of California constitutional requirements. Any potential financial impacts are not part of the court's analysis. The validation action was filed in October 2019, and many of the procedural steps have been completed. The matter is scheduled to be heard by the court on January 24, 2020.

At the conclusion of the validation process, assuming the decision is favorable, the court will enter a judgment in favor of the City that the obligation of the City (the liability owed to CalPERS), legally represents an "obligation imposed by law". Numerous prior court cases have determined that pension liabilities are obligations imposed by law, and therefore are exempt from the debt limitation requirements set forth in Article XVI, Section 18, of the California Constitution. Many other cities have followed this same process for the issuance of pension obligation bonds.

After the approval of the attached Resolution by the City Council, and the completion of the validation process, the Preliminary Official Statement will be sent to potential investors by the underwriter. The final pricing of the bonds should be completed by mid-March, 2020, and the bond closing will take place around the end of March.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO
APPROVING THE FORM AND AUTHORIZING DISTRIBUTION OF A
PRELIMINARY OFFICIAL STATEMENT RELATING TO THE
OFFERING AND SALE OF TAXABLE PENSION OBLIGATION
BONDS AND AUTHORIZING AND DIRECTING CERTAIN ACTIONS
WITH RESPECT THERETO**

WHEREAS, the City of Ontario (the “City”) has previously adopted a retirement plan pursuant to the Public Employees’ Retirement Law, commencing with Section 20000 of the Government Code of the State of California, as amended (the “Retirement Law”) and elected to become a contracting member of the California Public Employees’ Retirement System (“PERS”);

WHEREAS, the Retirement Law and the contract (the “PERS Contract”) effective January 1, 1946, between the Board of Administration of PERS and the City Council of the City (the “City Council”) obligate the City to (i) make contributions to PERS to fund pension benefits for certain City employees, (ii) amortize the unfunded accrued actuarial liability with respect to such pension benefits, and (iii) appropriate funds for the foregoing purposes;

WHEREAS, the City desires to authorize the issuance of its City of Ontario 2020 Taxable Pension Obligation Bonds (the “Bonds”) pursuant to the provisions of Articles 10 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53570 of said Code (the “Bond Law”), in a maximum principal amount not to exceed that required for the purpose of refunding all or a portion of the City’s current obligation to PERS for fiscal year 2019-20, pursuant to the PERS Contract, to pay all or a portion of the unfunded accrued actuarial liability of the City (the “Unfunded Liability”) with respect to pension benefits under the Public Employees’ Retirement Law and the PERS Contract, to pay capitalized interest on the Bonds and to pay the costs of issuance of such Bonds, including the underwriter’s discount and any original issue discount on such Bonds;

WHEREAS, on October 1, 2019, the City adopted its Resolution No. 2019-153 authorizing the issuance of the Bonds and approving the forms and authorizing the execution of various documents prepared in connection therewith; and

WHEREAS, a preliminary official statement to be used in connection with the offering and sale of the Bonds has been prepared and it is appropriate at this time for the City Council to approve the form thereof and authorize its distribution to prospective purchasers of the Bonds; and

WHEREAS, the City desires to adopt an Unfunded Pension Liability Policy (the “Policy”) to provide guidance on the development and adoption of a funding plan for any future Unfunded Liability;

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

Section 1. The City Council does hereby find and declare that the above recitals are true and correct.

Section 2. The form of the Preliminary Official Statement, presented to this meeting and on file with the City Clerk, is hereby approved. The Mayor of the City, or such 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, and their authorized designees (the "Authorized Officers") are hereby authorized to make such changes to the Preliminary Official Statement as are necessary to make it final as of its date and are authorized and directed to execute and deliver a certificate deeming the Preliminary Official Statement final as of its date in accordance with Rule 15c2-12 promulgated under the Securities Exchange Act of 1934. Each of the Authorized Officers is hereby authorized and directed to execute, approve and deliver the final Official Statement, in the form of the Preliminary Official Statement with such changes, insertions and omissions as the Authorized Officer or Authorized Officers executing said document may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof by one or more of the Authorized Officers.

Section 3. The form of the Continuing Disclosure Certificate to be executed and delivered by City (the "Continuing Disclosure Certificate"), presented to this meeting and on file with the City Clerk, is hereby approved. Each of the Authorized Officers is hereby authorized and directed, for and in the name and on behalf of the City, to execute and deliver the Continuing Disclosure Certificate in substantially said form, with such changes therein as such Authorized Officer or Authorized Officers executing such document may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 4. The Authorized Officers are each authorized to execute contracts with Stradling Yocca Carlson & Rauth, a Professional Corporation, to act as Bond Counsel and Disclosure Counsel to the City, and with Harrell & Company Advisors, LLC, to serve as Municipal Advisor to the City, which contracts shall be in substantially the form on file with the Clerk, together with such changes as may be approved by the City Manager, the City Attorney, or their designee, which changes shall be deemed approved by the execution and delivery of such contract by the City Manager.

Section 5. The City Council hereby approves and adopts the Policy presented to the City Council at this meeting.

Section 6. The Authorized Officers are, and each of them hereby is, authorized and directed to execute and deliver any and all certificates, documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated hereby, which any of them might deem necessary or appropriate in order to consummate the issuance of the Bonds, and any of the other transactions approved or contemplated by this Resolution.

Section 7. All actions heretofore taken by the Authorized Officers and by any other officers, employees or agents of the City with respect to the issuance of the Bonds, or in connection with or related to any of the agreements or documents referenced herein, are hereby approved, confirmed and ratified.

Section 8. This Resolution shall take effect from and after the date of approval and adoption hereof.

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

PASSED, APPROVED AND ADOPTED this 21st day of January, 2020.

PAUL S. LEON, MAYOR

ATTEST:

SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

COLE HUBER LLP
CITY ATTORNEY