CITY OF ONTARIO

Regular City Council/Housing Authority Meeting
JULY 5, 2022

City Hall
303 East B Street, Ontario, CA 91764

MAYOR PAUL S. LEON • MAYOR PRO TEM ALAN D. WAPNER
COUNCIL MEMBERS JIM W. BOWMAN, DEBRA DORST-PORADA AND RUBEN VALENCIA

CITY CLERK SHEILA MAUTZ • TREASURER JAMES R. MILHISER
CITY MANAGER SCOTT OCHOA • CITY ATTORNEY RUBEN DURAN

WELCOME TO A MEETING OF THE ONTARIO CITY COUNCIL

All documents for public review are on file with the Records Management/City Clerk's Department located at 303 East B Street, Ontario, CA 91764.

Anyone wishing to speak in person during public comment or on a particular item will be required to fill out a blue slip. Blue slips must be turned in prior to public comment beginning or before an agenda item is taken up. The Clerk will not accept blue slips after that time. To comment by email, submit your comments no later than 4:00 p.m. on the day of the meeting by emailing your name, agenda item you are commenting on and your comments to publiccomments@ontarioca.gov. All comments received by the deadline will be forwarded to the City Council for consideration before action is taken on the matter and will be entered into the record.

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

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

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

ORDER OF BUSINESS

The regular City Council and Housing Authority meeting begins with Public Comment at 6:30 p.m.

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

CALL TO ORDER *(OPEN SESSION)*

ROLL CALL

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

PLEDGE OF ALLEGIANCE

Council Member Valencia

INVOCATION

Pastor Francesca Fajinimi, Dios International Missionary Church

PUBLIC COMMENTS 6:30 P.M.

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

To comment by email, submit your comments by email no later than 4:00 p.m. on the day of the meeting by emailing your name, agenda item you are commenting on and your comment to publiccomments@ontarioca.gov. All Comments received by the deadline will be forwarded to the City Council for consideration before action is taken on the matter and entered into the record. As previously noted -- if you wish to address the Council, fill out one of the blue slips at the rear of the chambers and give it to the City Clerk.

AGENDA REVIEW/ANNOUNCEMENTS

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

SPECIAL CEREMONIES

HONORING THE ONTARIO FASTPITCH SOFTBALL ASSOCIATION, 14U GIRLS ALL-STARS DIVISION

RECOGNITION OF RECREATION & PARKS COMMISSION OUTGOING STUDENT REPRESENTATIVES 2021/22

PROCLAMATION OF JULY 2022 AS PARKS AND RECREATION MONTH

That the City Council proclaim the month of July 2022 as Parks and Recreation Month in the City of Ontario.

ATTACHMENT: Parks & Recreation Month Proclamation

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.

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1. APPROVAL OF MINUTES

Minutes for the Regular Meetings of the City Council and Housing Authority of June 7, 2022, and approving same as on file in the Records Management Department.

ATTACHMENT: 20220607 Minutes (Not official until approved).pdf

2. BILLS & PAYROLL

Bills June 3, 2022 through June 16, 2022, and Payroll May 22, 2022 through June 4, 2022, when audited by the Finance Department.

3. RESOLUTIONS ESTABLISHING THE ANNUAL SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICTS IN OLD MODEL COLONY AND ONTARIO RANCH FOR FISCAL YEAR 2022-23.

That the City Council adopt Resolutions establishing the annual special taxes within City of Ontario Community Facilities Districts in Old Model Colony and Ontario Ranch for Fiscal Year 2022-23.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 9 (EDENGLEN), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2022-23.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA,

ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 10 (ONTARIO AIRPORT TOWERS), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2022-23.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 13 (CALIFORNIA COMMERCE CENTER - PHASE IV), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2022-23.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 19 (COUNTRYSIDE PHASE 1 - SERVICES), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2022-23.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 20 (WAL-MART), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2022-23.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 21 (PARKSIDE), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2022-23.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 23 (PARK PLACE SERVICES), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2022-23.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 24 (PARK PLACE FACILITIES PHASE 1), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2022-23.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 25 (PARK PLACE FACILITIES PHASE 1I), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2022-23.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 26 (PARK PLACE FACILITIES PHASE 1II), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2022-23.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 27 (NEW HAVEN SERVICES), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2022-23.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 28 (NEW HAVEN FACILITIES - AREA A), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2022-23.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 30 NEW HAVEN FACILITIES - AREA B), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2022-23.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 31 (CARRIAGE HOUSE/AMBERLY LANE), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2022-23.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 32 (ARCHIBALD/SCHAEFER - SERVICES), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2022-23.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 33 (ARCHIBALD/SCHAEFER FACILITIES), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2022-23.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 34 (COUNTRYSIDE PHASE I NORTH - FACILITIES), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2022-23.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 37 (PARK & TURNER NE SERVICES), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2022-23.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 38 (PARK & TURNER NE FACILITIES), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2022-23.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 39 (NEW HAVEN FACILITIES - AREA C), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2022-23.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 40 (EMERALD PARK FACILITIES),

ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2022-23.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 41 (CANVAS PARK FACILITIES), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2022-23.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 42 (WEST HAVEN FACILITIES), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2022-23.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 43 (PARK PLACE FACILITIES PHASE IV), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2022-23.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 44 (ESPERANZA SERVICES), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2022-23.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 45 (NORTHPARK AND COUNTRYSIDE), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2022-23.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 46 (AVENUE 176 FACILITIES), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2022-23.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 47 (COLONY COMMERCE CENTER WEST I SERVICES), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2022-23.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 48 (TEVELDE SERVICES), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2022-23.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 49 (AVENUE 176 SERVICES), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2022-23.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA,

ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 50 (WEST ONTARIO LOGISTICS CENTER SERVICES), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2022-23.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 51 (ONTARIO RANCH LOGISTICS CENTER SERVICES), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2022-23.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 53 (TEVELDE FACILITIES), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2022-23.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 54 (ESPERANZA FACILITIES), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2022-23.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 55 (PARKLANE), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2022-23.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 56 (PARKSIDE/LA AVENIDA), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2022-23.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 57 (NEUHOUSE), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2022-23.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 58 COLONY COMMERCE CENTER EAST SERVICES), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2022-23.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 60 (ONTARIO RANCH BUSINESS PARK SERVICES), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2022-23.

ATTACHMENT: Special Tax Old Model Colony Bonded Facilities CFD No. 13^01 EXH A AR Levy Table

ATTACHMENT: Special Tax Old Model Colony Services CFD No. 10, 20 and 21^02 EXH B AR Levy Table

ATTACHMENT: Special Tax Ontario Ranch Services CFDs^03 EXH C AR Levy Table
ATTACHMENT: Special Tax Ontario Ranch Non-Bonded Facilities CFD No. 42^04 EXH D AR Levy Table
ATTACHMENT: Special Tax Ontario Ranch Bonded Facilities Services CFD No. 31, 45^05 EXH E AR Levy Table
ATTACHMENT: Special Tax Ontario Ranch Non-Bonded Facilities Services CFD 55, 56, 57^06 EXH F AR Levy Table
ATTACHMENT: Special Tax Ontario Ranch Bonded Facilities CFDs^07 EXH G AR Levy Table
ATTACHMENT: Ontario Ranch Special Tax Direct Funding of Facilities^08 EXH H Direct Funding Table.pdf
ATTACHMENT: Special Tax Ontario Ranch Services CFD No. 09^09^RESO^RM
ATTACHMENT: Special Tax Old Model Colony Services CFD No. 10^10^RESO^RM
ATTACHMENT: Special Tax Old Model Colony Bonded CFD No. 13^11^RESO^RM
ATTACHMENT: Special Tax Ontario Ranch Services CFD No. 19^12^RESO^RM
ATTACHMENT: Special Tax Old Model Colony Services CFD No. 20^13^RESO^RM
ATTACHMENT: Special Tax Old Model Colony Services CFD No. 21^14^RESO^RM
ATTACHMENT: Special Tax Ontario Ranch Services CFD No. 23^15^RESO^RM
ATTACHMENT: Special Tax Ontario Ranch Bonded CFD No. 24^16^RESO^RM
ATTACHMENT: Special Tax Ontario Ranch Bonded CFD No. 25^17^RESO^RM
ATTACHMENT: Special Tax Ontario Ranch Bonded CFD No. 26^18^RESO^RM
ATTACHMENT: Special Tax Ontario Ranch Services CFD No. 27^19^RESO^RM
ATTACHMENT: Special Tax Ontario Ranch Bonded CFD No. 28^20^RESO^RM
ATTACHMENT: Special Tax Ontario Ranch Bonded CFD No. 30^21^RESO^RM
ATTACHMENT: Special Tax Ontario Ranch Bonded Facilities Services CFD No. 31^22^RESO^RM
ATTACHMENT: Special Tax Ontario Ranch Services CFD No. 32^23^RESO^RM
ATTACHMENT: Special Tax Ontario Ranch Bonded CFD No. 33^24^RESO^RM
ATTACHMENT: Special Tax Ontario Ranch Bonded CFD No. 34^25^RESO^RM
ATTACHMENT: Special Tax Ontario Ranch Services CFD No. 37^26^RESO^RM
ATTACHMENT: Special Tax Ontario Ranch Bonded CFD No. 38^27^RESO^RM
ATTACHMENT: Special Tax Ontario Ranch Bonded CFD No. 39^28^RESO^RM
ATTACHMENT: Special Tax Ontario Ranch Bonded CFD No. 40^29^RESO^RM
ATTACHMENT: Special Tax Ontario Ranch Bonded CFD No. 41^30^RESO^RM
ATTACHMENT: Special Tax Ontario Ranch Non-Bonded Facilities CFD No. 42^31^RESO^RM
ATTACHMENT: Special Tax Ontario Ranch Bonded CFD No. 43^32^RESO^RM
ATTACHMENT: Special Tax Ontario Ranch Services CFD No. 44^33^RESO^RM
ATTACHMENT: Special Tax Ontario Ranch Bonded Facilities Services CFD No. 45^34^RESO^RM
ATTACHMENT: Special Tax Ontario Ranch Bonded CFD No. 46^35^RESO^RM
ATTACHMENT: Special Tax Ontario Ranch Services CFD No. 47^36^RESO^RM
ATTACHMENT: Special Tax Ontario Ranch Services CFD No. 48^37^RESO^RM
ATTACHMENT: Special Tax Ontario Ranch Services CFD No. 49^38^RESO^RM
ATTACHMENT: Special Tax Ontario Ranch Services CFD No. 50^39^RESO^RM
ATTACHMENT: Special Tax Ontario Ranch Services CFD No. 51^40^RESO^RM

ATTACHMENT: Special Tax Ontario Ranch Bonded CFD No. 53^41^RESO^RM
ATTACHMENT: Special Tax Ontario Ranch Bonded CFD No. 54^42^RESO^RM
ATTACHMENT: Special Tax Ontario Ranch Non-Bonded CFD No. 55^43^RESO^RM
ATTACHMENT: Special Tax Ontario Ranch Non-Bonded CFD No. 56^44^RESO^RM
ATTACHMENT: Special Tax Ontario Ranch Non-Bonded CFD No. 57^45^RESO^RM
ATTACHMENT: Special Tax Ontario Ranch Services CFD No. 58^46^RESO^RM
ATTACHMENT: Special Tax Ontario Ranch Services CFD No. 60^47^RESO^RM

4. A PROFESSIONAL SERVICES AGREEMENT FOR WATER QUALITY MONITORING AND REPORTING SERVICES AND AN AMENDMENT FOR LANDSCAPE MAINTENANCE SERVICES FOR THE MILL CREEK WETLANDS

That the City Council take the following actions:

A. Approve and authorize the City Manager, or his designee, to execute a Professional Services Agreement (on file in the Records Management Department) with Group Delta Consultants, Inc. of Ontario, California, to provide water quality monitoring and reporting services for the Mill Creek Wetlands facility for up to 5 years with a total not-to-exceed of $602,055.
B. Approve and authorize the City Manager, or his designee, to execute an amendment (on file in the Records Management Department) with Natures Image, Inc. of Lake Forest, California, to provide landscape maintenance services for the Mill Creek Wetlands facility for Fiscal Year 2022-23 in the amount of $402,532, for a revised total expenditure of $1,715,734.

5. A CONSTRUCTION CONTRACT FOR THE 2022 FALL PAVEMENT REHABILITATION PROJECT

That the City Council award a construction contract (on file in the Records Management Department) to All American Asphalt of Corona, California, for the 2022 Fall Pavement Rehabilitation Project in the bid amount of $3,959,700 plus a ten percent (10%) contingency of $395,970, for a total authorized expenditure of $4,355,670; and authorize the City Manager, or his designee to execute said contract and all related documents, and file a notice of completion at the conclusion of all construction activities.

ATTACHMENT: Exhibit A - Project Location Map.pdf

6. STUDENT REPRESENTATIVE AND ALTERNATE APPOINTMENTS TO THE RECREATION & PARKS COMMISSION FOR FY 2022-23

That the City Council confirm Monique Lynette De Haro of Ontario High School as the Student Representative and Hannah Norton of Colony High School as the Alternate Student Representative to the Recreation & Parks Commission for the term set to expire June 30, 2023.

7. A CONSTRUCTION CONTRACT FOR AMERICANS WITH DISABILITIES ACT (ADA) CONCRETE RAMP CONSTRUCTION SERVICES

That the City Council authorize the City Manager or his designee to execute a one-year Construction Contract with CT&T Concrete Paving, Inc., of Diamond Bar, California, for ADA

Concrete Ramp Construction Services for a not to exceed amount of $175,000.

8. A GOODS AND SERVICES AGREEMENT FOR PROCUREMENT OF ASPHALT MATERIALS

That the City Council authorize the procurement of asphalt materials by the City Manager or his designee, for a one-year period at set pricing per Bid Invitation #1522 with All American Asphalt of Corona, California, for a not to exceed amount of $805,970 and Vulcan Materials Co. of Irwindale, California, for a not to exceed amount of $37,000, for a total not to exceed amount of $842,970 for Fiscal Year 2022-23.

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING THE LEVY OF THE ASSESSMENTS FOR FISCAL YEAR 2022-23 FOR THE DOWNTOWN ONTARIO COMMUNITY BENEFIT DISTRICT

That the City Council adopt a Resolution for the Downtown Ontario Improvement Association ("DOIA") authorizing the levying of the special assessments for Fiscal Year ("FY") 2022-23.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING THE LEVY OF THE ASSESSMENTS FOR FISCAL YEAR 2022-23 FOR THE DOWNTOWN ONTARIO COMMUNITY BENEFIT DISTRICT.

ATTACHMENT: Downtown Ontario CBD 22-23 RESO^RM
ATTACHMENT: Exhibit A- Assessment Roll FY 22-23

10. RESOLUTIONS TO CALL AND GIVE NOTICE, CONSOLIDATE AND ADOPT REGULATIONS FOR CANDIDATE STATEMENTS FOR THE GENERAL MUNICIPAL ELECTION OF NOVEMBER 8, 2022

That the City Council adopt the following Resolutions:

A. A Resolution to call and set the date of the General Municipal Election as November 8, 2022;
B. A Resolution to request the San Bernardino County Registrar of Voters to consolidate the election with the General Election; and
C. A Resolution establishing regulations pertaining to Candidate Statements.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022, PURSUANT TO §10403 OF THE ELECTIONS CODE.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO

CANDIDATES STATEMENT SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022.

ATTACHMENT: Calling for and Holding a General Municipal Election^RESO^01^RM
ATTACHMENT: Request to Consolidate a General Municipal Election^RESO^02^RM
ATTACHMENT: Regulations for Candidate Statements^RESO^03^RM

11. AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH ARDURRA FOR ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

That the City Council approve an Amendment to the 3 year Professional Services Agreement (on file in the Records Management Department) with Ardurra Group, Inc., of El Segundo, California, to provide On-Call Construction Management and Inspection Services for a revised total not-to- exceed amount of $1,060,000.

12. AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT (FILE NO. PDA21-007) BETWEEN THE CITY OF ONTARIO AND REMINGTON APG, LLC.

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

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

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

13. AN ORDINANCE LEVYING SPECIAL TAXES WITHIN CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 66 (OLIVE AND OLEANDER FACILITIES).

That the City Council consider and adopt an Ordinance authorizing the levy of special taxes within City of Ontario Community Facilities District No. 66 (Olive and Oleander Facilities).

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA,

LEVYING SPECIAL TAXES WITHIN THE CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 66 (OLIVE AND OLEANDER FACILITIES).

ATTACHMENT: CFD No. 66 Olive and Oleander Facilities ORD^RM

14. A CONSTRUCTION CONTRACT FOR CITYWIDE ASPHALT GRINDING SERVICES

That the City Council authorize the City Manager, or his designee to execute a Construction Contract No. SM2223-03 (on file in the Records Management Department) with Vance Corporation located in Bloomington, California for Citywide Asphalt Grinding Services, for up to five years, in an amount not to exceed $835,500.

15. A RESOLUTION APPROVING A DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND ONTARIO PLACE D BLOCK, LLC IN ACCORDANCE WITH GOVERNMENT CODE SECTION 37350 ET. SEQ.

That the City Council ("City") consider and:

A. Adopt a Resolution approving the Disposition and Development Agreement ("Agreement") between the Ontario Place D Block, LLC. ("Developer") (on file with the Records Management Department).
B. Authorize the City Manager/Executive Director, or his designee to sign all documents necessary to implement the Agreement.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING A DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND ONTARIO PLACE D BLOCK, LLC WITH RESPECT TO APPROXIMATELY 2.13 ACRES OF LAND LOCATED AT 404, 416 AND 414 NORTH EUCLID AVENUE AND 401 AND 418 NORTH LEMON AVENUE (APNS: PORTION OF 1048-363-02, 1048-363-03, 1048-363-04, AND 1048-363-05).

ATTACHMENT: Ontario Place D Block DDA EXH A^01
ATTACHMENT: Ontario Place D Block DDA^02^RESO^RM
ATTACHMENT: Ontario Place D Block DDA RESO EXH A^03

PUBLIC HEARINGS

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

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16. A PUBLIC HEARING TO RECEIVE AND RESPOND TO PUBLIC COMMENT ON CITY'S WATER QUALITY RELATIVE TO PUBLIC HEALTH GOALS

That the City Council receive and respond to public comment on the Public Health Goals

Report relative to the City's drinking water.

ATTACHMENT: 2022 PHG Report FINAL.pdf

17. A PUBLIC HEARING TO REVIEW INITIAL DRAFT DISTRICTING MAPS FOR THE DISTRICT-BASED ELECTIONS UNDER THE CALIFORNIA VOTING RIGHTS ACT

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

ATTACHMENT: Map 1 - Form for Posting online-c1.pdf
ATTACHMENT: Map 2 - Form for Posting online-c1.pdf
ATTACHMENT: Map 3 - Form for Posting online-c1.pdf
ATTACHMENT: Map 4 - Form for Posting online-c1.pdf
ATTACHMENT: Map 5 - Form for Posting online-c1.pdf
ATTACHMENT: Map 6 - Form for Posting online-c1.pdf
ATTACHMENT: Map 7 - Form for Posting online-c1.pdf
ATTACHMENT: Map 8 - Form for Posting online-c1.pdf
ATTACHMENT: Map 9 - Form for Posting online-c1.pdf
ATTACHMENT: Map 10 - Form for Posting online-c1.pdf
ATTACHMENT: Map 11 - Form for Posting online-c1.pdf
ATTACHMENT: Map 12 - Form for Posting online-c1.pdf
ATTACHMENT: Map 13 - Form for Posting online-c1.pdf
ATTACHMENT: Map 14 - Form for Posting online-c1.pdf
ATTACHMENT: Map 15 - Form for Posting online-c1.pdf
ATTACHMENT: Map 16 - Form for Posting online-c1.pdf

ADMINISTRATIVE REPORTS/DISCUSSION/ACTION

18. INTRODUCTION OF AN ORDINANCE AMENDING CHAPTER 3 OF TITLE 6 OF THE ONTARIO MUNICIPAL CODE RELATING TO NON-WASTE REPORTING REQUIREMENTS

That the City Council introduce and waive further reading of an Ordinance amending Chapter 3 of Title 6 of the Ontario Municipal Code related to Non-Waste Reporting Requirements and finding the action exempt from CEQA.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AMENDING CHAPTER 3 (INTEGRATED SOLID WASTE MANAGEMENT) OF TITLE 6 (SANITATION AND HEALTH) OF THE ONTARIO MUNICIPAL CODE RELATING TO NON-WASTE REPORTING REQUIREMENTS.

ATTACHMENT: Solid Waste and Nonwaste Distinction Reporting^ORD^RM

STAFF MATTERS

City Manager Ochoa

COUNCIL MATTERS

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

ADJOURNMENT

CITY OF ONTARIO *Agenda Report* **July 5, 2022**	**SECTION:** **SPECIAL CEREMONIES**
Department: Recreation & Community Services Prepared By: Nick S Gonzalez Staff Member Presenting: Helen McAlary, Executive Director Community Life and Culture Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No:

SUBJECT: PROCLAMATION OF JULY 2022 AS PARKS AND RECREATION MONTH

RECOMMENDATION: That the City Council proclaim the month of July 2022 as Parks and Recreation Month in the City of Ontario.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Encourage, Provide or Support Enhanced Recreational, Educational, Cultural and Healthy City Programs, Policies and Activities

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

BACKGROUND & ANALYSIS: Since 1985, the National Recreation and Park Association (NRPA) has recognized the month of July as Parks and Recreation Month. To commemorate, organizations and individuals alike celebrate and promote the impact local parks and recreation centers have on their communities. This month serves as an opportunity to encourage residents to explore local parks and enjoy outdoor activities. This year's NRPA theme, "We Rise Up For Parks And Recreation" is an opportunity for City Staff and community members to showcase how parks and recreation play a vital role in building stronger, vibrant, and more resilient communities.

The Recreation & Parks Commission met on June 27, 2022 and voted 5-0 to recommend this proclamation to City Council.

This month, the Recreation & Community Services Department will use social media to showcase various recreational programs that build a strong, vibrant, and more resilient community. This showcase will feature interviews with community members who have participated in these programs, and will describe how parks and recreation have enriched their lives and their community. Residents can learn more about recreational programs, classes, activities and special events by visiting www.ontarioca.gov/recreation or by contacting the Recreation & Community Services Department directly at (909) 395-2020.

PROCLAMATION OF JULY 2022
AS PARKS AND RECREATION MONTH

WHEREAS, parks and recreation programs are an integral part of communities throughout this country, including the City of Ontario, California; and

WHEREAS, parks and recreation promote health and wellness, improving the physical and mental health of people who live near parks; and

WHEREAS, parks and recreation promote time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimer's; and

WHEREAS, parks and recreation encourage physical activities by providing space for popular sports, trails, swimming pools and many other activities designed to promote active lifestyles; and

WHEREAS, parks and recreation programming and education activities, such as after school programming, youth sports and environmental education, are critical to childhood development; and

WHEREAS, parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS, parks and recreation programs increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, parks and recreation are fundamental to the environmental well-being of our community; and

WHEREAS, parks and recreation are essential and adaptable infrastructure that makes our communities resilient in the face of natural disasters and climate change; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS, the City of Ontario, California recognizes the benefits derived from parks and recreation resources.

NOW THEREFORE, the City of Ontario, its City Council and staff members do declare the month of July 2022 as PARKS AND RECREATION MONTH.

ONTARIO CITY COUNCIL/
ONTARIO HOUSING AUTHORITY
MINUTES
JUNE 7, 2022
(Not Official Until Approved)

JOINT MEETINGS

The regular meetings of the Ontario City Council and Housing Authority were held on Tuesday, June 7, 2022 at Ontario City Hall, 303 E. B Street Ontario, California.

CALL TO ORDER

Mayor Leon called the Joint meetings to order at 6:40 p.m.

ROLL CALL

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

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

CALL TO ORDER – OPEN SESSION

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

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Bowman.

INVOCATION

The Invocation was led by Dr. Sylvia Lee Mann, Bethel Congressional Church.

PUBLIC COMMENTS

There were two emailed comments:

Liz Dwelley, regarding agricultural land.
Lory Masonis, expressed concerns regarding Item Nos. 7, 13, and 30 on the Agenda.

Mayor Leon then called upon the first speaker.

Randy Bekendam, spoke on Ontario becoming a City of compassion and local farming.

Edgar Estrada, spoke on upcoming events with the Hispanic Chamber of Commerce.

Crystal Bent, spoke on her mother's passing, Catherine Bent, and requested help from Council with Habitat for Humanity.

Celina Lopez, spoke on a residents' acts of kindness.

Jimena Estrada, spoke on the need of resources for the homeless population.

AGENDA REVIEW/ANNOUNCEMENTS

City Manager Ochoa made no announcements.

SPECIAL CEREMONIES

- **HONORING THE AMERICAN YOUTH SOCCER ORGANIZATION (AYSO) REGION 583 FROM SOUTH ONTARIO**

  The City Council recognized the American Youth Soccer Organization and their Coaches.

- **ONTARIO 5K REINDEER RUN & RUDOLPH'S DASH CHECK PRESENTATION TO ONTARIO-MONTCLAIR SCHOOLS FOUNDATION**

  The City Council presented the Ontario-Montclair Schools Foundation with a check from the proceeds of the 2021 Ontario 5K Reindeer Run & Rudolph's DASH.

CONSENT CALENDAR

CONSENT CALENDAR PUBLIC COMMENT

Celina Lopez, spoke in opposition of Item No. 13.

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

1. APPROVAL OF MINUTES

Minutes for the Regular Meetings of the City Council and Housing Authority of May 3, 2022 and Special Meeting of May 10, 2022, and approving the same as on file in the Records Management Department.

2. BILLS & PAYROLL

Bills from April 29, 2022 through May 19, 2022 in the amount of $20,628,119.84, and Payroll from April 24, 2022 through May 7, 2022 in the amount of $3,933,364.88, when audited by the Finance Department.

3. AN AMENDMENT TO THE MAINTENANCE SERVICES AGREEMENT WITH YUNEX LLC

The City Council approved an amendment to the Maintenance Services Agreement with Yunex LLC, of Austin, Texas, to provide maintenance services for the City's traffic signals and traffic signal system for Fiscal Year 2022-23 in the amount of $760,000, for a revised total expenditure of $3,601,945; and authorized the City Manager to execute said amendment and future amendments within the authorization limits.

4. APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH PHOENIX GROUP INFORMATION SYSTEMS REFERENCE PROCESSING SERVICES FOR POLICE PARKING CITATIONS, FIRE AND COMMUNITY IMPROVEMENT ADMINISTRATIVE CITATIONS, AND FALSE ALARM PROGRAM

The City Council authorized the City Manager to execute a new Professional Services Agreement with Phoenix Group Information Systems from Santa Ana, California, for services involving the processing of Ontario Police Department parking citations, Ontario Fire Department and Ontario Community Improvement Department administrative citations, and false alarm program fees.

5. PRE-AUTHORIZED LIST OF VENDORS TO PROVIDE SPECIALIZED PARTS AND EQUIPMENT FOR CITY FIBER OPTICS NETWORK

The City Council approved a pre-authorized list of vendors to provide specialized parts and equipment for the construction and maintenance of the City Fiber Optics Network.

6. ACCEPT A WRITTEN PETITION REQUESTING COMMENCEMENT OF CHANGE PROCEEDINGS TO CHANGE THE RATE AND METHOD OF APPORTIONMENT (RMA) OF THE EXISTING SPECIAL TAX OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 35 (COUNTRYSIDE PHASE 2 SOUTH-FACILITIES); ADOPT A RESOLUTION OF CONSIDERATION TO CHANGE THE RMA OF THE EXISTING SPECIAL TAX AND ACCEPT A WRITTEN PETITION REQUESTING TO INCREASE THE MAXIMUM AGGREGATE AMOUNT OF BONDED INDEBTEDNESS OF COMMUNITY FACILITIES DISTRICT NO. 35 (COUNTRYSIDE PHASE 2 SOUTH-FACILITIES) THAT IS AUTHORIZED TO INCUR TO $45,000,000; ADOPT A RESOLUTION OF INTENTION TO AMEND RESOLUTION NO. 2017-124 IN ORDER TO INCREASE THE MAXIMUM AGGREGATE AMOUNT OF BONDED INDEBTEDNESS.

The City Council:

A. Accepted a written petition requesting commencement of change proceedings from Lennar Homes of California, LLC ("Lennar"), to consider a change to the Rate and Method of Apportionment of the existing special tax of the City of Ontario Community Facilities District No. 35 (Countryside Phase 2 South-Facilities) (the "Community Facilities District") and waive certain procedural matters, under the Mello-Roos Community Facilities Act of 1982 (the "Act");
B. Adopted a Resolution of Consideration to change the Rate and Method of Apportionment of the existing special tax of the Community Facilities District and set a public hearing on such proposed change as part of the regularly scheduled City Council meeting on Tuesday, July 19, 2022; and
C. Accepted a written petition requesting commencement of proceedings from Lennar to increase the maximum aggregate amount of bonded indebtedness that the Community Facilities District is authorized to incur to $45,000,000 and waive certain procedural matters, under the Act; and
D. Adopted a Resolution of Intention to amend Resolution No. 2017-124 in order to increase the maximum aggregate amount of bonded indebtedness that the Community Facilities District is authorized to incur and set a public hearing on such proposed increase as part of the regularly scheduled City Council meeting on Tuesday, July 19, 2022.

RESOLUTION NO. 2022-048 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, OF CONSIDERATION TO CHANGE THE RATE AND METHOD OF APPORTIONMENT OF THE EXISTING SPECIAL TAX OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 35 (COUNTRYSIDE PHASE 2 SOUTH - FACILITIES).

RESOLUTION NO. 2022-049 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, OF INTENTION TO AMEND RESOLUTON NO. 2017-124 IN ORDER TO INCREASE THE MAXIMUM AGGREGATE AMOUNT OF BONDED INDEBTEDNESS THAT CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 35 (COUNTRYSIDE PHASE 2 SOUTH - FACILITIES) IS AUTHORIZED TO INCUR.

7. A RESOLUTION ADOPTING THE LIST OF PROJECTS FOR FISCAL YEAR 2022-23 FUNDED BY SENATE BILL 1, THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

The City Council adopted a Resolution approving the FY 2022-23 Project List for Senate Bill 1 ("SB1"), the Road Repair and Accountability Act of 2017.

RESOLUTION NO. 2022-050 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2022-23 FUNDED BY SENATE BILL 1, THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017.

8. AUTHORIZE THE PURCHASE OF FLEET EQUIPMENT

The City Council authorized the cooperative purchase and delivery of one Generac Mobile Generator in the amount of $100,751.90, consistent with the terms and conditions of the Sourcewell Cooperative Contract No. 041719-GEN.

9. AN AMENDMENT TO THE MAINTENANCE SERVICES AGREEMENT WITH MERCHANTS BUILDING MAINTENANCE FOR CUSTODIAL SERVICES

The City Council authorized the City Manager to execute Amendment No. 1 to the Maintenance Services Agreement with Merchants Building Maintenance of Pomona, California, for custodial services, to exercise the two optional one-year extensions, for a total not to exceed amount of $1,868,590.

10. AN AMENDMENT TO THE MAINTENANCE SERVICES AGREEMENTS FOR LANDSCAPE MAINTENANCE SERVICES FOR ONTARIO SOCCER PARK, HOUSING AND GAS TAX FUNDED SITES, FORMER REDEVELOPMENT SITES, AND CERTAIN PARKWAYS, FIRE STATIONS, AND LANDSCAPED MEDIANS THROUGHOUT THE CITY

The City Council took the following actions:

A. Authorized the City Manager to execute the optional two (2), one-year extensions to the Maintenance Services Agreement for Contract No. PM1819-09 with Brightview Landscape Services, Inc., of Upland, California, for landscape maintenance services at Ontario Soccer Park.
B. Authorized the City Manager to execute the optional two (2), one-year extensions to the Maintenance Services Agreement for Contract No. PM1617-7 with Brightview Landscape Services, Inc. of Upland, California, for landscape maintenance services for Housing and Gas Tax Funded Sites.
C. Authorized the City Manager to execute the optional two (2), one-year extensions to the Maintenance Services Agreement for Contract No. PM1617-10 with Brightview Landscape Services, Inc. of Upland, California, for landscape maintenance services at former Redevelopment Sites.
D. Authorized the City Manager to execute the optional two (2), one-year extensions to the Maintenance Services Agreement for Contract No. PM1617-9 with Brightview Landscape Services, Inc. of Upland, California, for landscape maintenance services of certain Parkways, Fire Stations, and Landscaped Medians throughout the City.

11. AN AMENDMENT TO THE MAINTENANCE SERVICES AGREEMENTS FOR LANDSCAPE MAINTENANCE SERVICES FOR PARKS, EDENGLEN/SCE WALKING TRAIL, ASSESSMENT MAINTENANCE DISTRICTS, ONTARIO TOWN SQUARE, AND PARKWAYS IN THE ONTARIO RANCH AREA

The City Council took the following actions:

A. Authorized the City Manager to execute the optional two (2), one-year extensions to the Maintenance Services Agreement for Contract No. PM1617- 4 with Merchants Landscape Services, Inc. of Rancho Cucamonga, California, for landscape maintenance services for various City Parks.
B. Authorized the City Manager to execute the optional two (2), one-year extensions to the Maintenance Services Agreement for Contract No. PM1617-12 with Merchants Landscape, Inc. of Rancho Cucamonga, California, for landscape maintenance services for the Edenglen/SCE Walking Trail.
C. Authorized the City Manager to execute the optional two (2), one-year extensions to the Maintenance Services for Contract No. PM1617-5 with Merchants Landscape Services, Inc. of Rancho Cucamonga, California, for landscape maintenance services at Citywide Assessment Maintenance Districts.
D. Authorized the City Manager to execute the optional two (2), one-year terms to the Maintenances Service Agreement for Contract No. PM1819-8 with Merchants Landscape Services, Inc. of Rancho Cucamonga, California, for landscape maintenance services at Ontario Town Square.
E. Authorized the City Manager to execute Amendment No. 3 to the existing Maintenance Services Agreement with Merchants Landscape Services, Inc. of Rancho Cucamonga, California, for landscape maintenance services for two parkway planter areas at Park Place located in the Ontario Ranch area.

12. AN AMENDMENT TO THE MAINTENANCE SERVICES AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES FOR WATER WELL SITES

The City Council approved and authorized the City Manager to execute the two (2) one-year extensions to the Maintenance Services Agreement for Contract No. PM1617-11 with SoCal Land Maintenance, Inc. of Anaheim, California, for Landscape Maintenance Services for Water Well Sites.

13. ACCEPTANCE OF AMERICAN RESCUE PLAN ACT (ARPA) FUNDS FROM THE SAN BERNARDINO COUNTY ADMINISTRATIVE OFFICE FOR THE BON VIEW PARK SPORTING FIELD PROJECT

The City Council authorized the City Manager to execute all documents necessary to accept the American Rescue Plan Act (ARPA) funds in the amount of $300,000 from the San Bernardino County Administrative Office for the Bon View Park Sporting Field Project.

RESOLUTION NO. 2022-051 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AUTHORIZING THE CITY MANAGER, OR THE CITY MANAGER'S DESIGNEE, TO EXECUTE AND ENTER INTO, ON BEHALF OF THE CITY, AN AGREEMENT WITH THE COUNTY OF SAN BERNARDINO ACCEPTING GRANT FUNDS FROM THE AMERICAN RESCUE PLAN ACT

(ARPA) TO BE USED FOR THE BON VIEW PARK FIELD RENOVATIONS IN AN AMOUNT NOT TO EXCEED $300,000.

14. AN AGREEMENT WITH THE COUNTY OF SAN BERNARDINO FOR THE OPERATION OF A HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY

The City Council approved and authorized the City Manager to execute a five-year Agreement with the County of San Bernardino (County) for the operation of a Household Hazardous Waste (HHW) Collection Facility.

15. AN AMENDMENT TO THE MAINTENANCE SERVICES AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES FOR PARKWAYS AND MEDIANS IN THE ONTARIO RANCH AREA

The City Council authorized the City Manager to execute Amendment No. 2 to the Maintenance Services Agreement for Contract No. PM2021-2 with Greentech Landscape, Inc. of Whittier, California, for landscape maintenance services for a newly acquired Community Facilities District (CFD) located in the Ontario Ranch area.

16. AN AMENDMENT TO THE MAINTENANCE SERVICES AGREEMENT FOR CITYWIDE TREE MAINTENANCE SERVICES

The City Council authorized the City Manager to execute the sixth (6) optional year extension to the Maintenance Services Agreement for Contract No. PM-WCA1415 with West Coast Arborist, Inc. of Anaheim, California, for Citywide Tree Maintenance Services.

17. AN AMENDMENT TO THE MAINTENANCE SERVICES AGREEMENT FOR CITYWIDE STREET SWEEPING SERVICES

The City Council authorized the City Manager to execute the optional two (2) one-year extensions and add new streets for sweeping to the Maintenance Service Agreement for Contract No. SM1617-2 with Sweeping Corp of America (formerly named Cleanstreet, Inc.), of Gardena, California, for Citywide Street Sweeping Services.

18. A CONSTRUCTION CONTRACT FOR THE FY 2020-21 & 2021-22 CDBG STREET LIGHT INSTALLATION PROJECT

The City Council awarded a construction contract to California Professional Engineering, Inc. of La Puente, California, for the Fiscal Year 2020-21 and Fiscal Year 2021-22 CDBG Street Light Installation Project in the bid amount of $151,844 plus a ten percent (10%) contingency of $15,184 for a total authorized expenditure of $167,028; and authorized the City Manager, or his designee to execute said contract and all related documents, and file a notice of completion at the conclusion of all construction activities.

19. AN AMENDMENT TO THE MAINTENANCE SERVICES AGREEMENT FOR CITYWIDE STORM DRAIN MAINTENANCE SERVICES

The City Council approved and authorized the City Manager to execute the optional two (2) one-year extensions to the Maintenance Services Agreement for Contract No. SM1920-1 with United Storm Water, Inc., located in Industry, California, for Citywide Storm Drain Maintenance Services.

20. MAINTENANCE SERVICES AGREEMENT FOR STREETLIGHT MAINTENANCE AND REPAIR SERVICES

The City Council approved and authorized the City Manager to execute a three-year Maintenance Services Agreement with Yunex LLC of Austin, Texas for streetlight maintenance and repair services in an amount not to exceed $1,939,935; and authorized the City Manager to extend the Agreement for up to two additional one-year terms.

21. AN AMENDMENT TO THE GOODS AND SERVICES AGREEMENT WITH UNITED TRANSMISSION EXCHANGE FOR PROCUREMENT & REPAIRS OF ALLISON TRANSMISSIONS

The City Council approved and authorized the City Manager to execute Amendment No. 3 to the Goods and Services Agreement with United Transmission Exchange of San Bernardino, California, for procurement & repairs of Allison Transmissions in the amount of $70,000, increasing the not-to-exceed amount to $150,000 and extending the term of the Agreement to June 30, 2024.

22. AUTHORIZE THE EQUIPMENT PURCHASE OF FOOD SCRAP CONTAINERS FOR THE INTEGRATED WASTE DEPARTMENT

The City Council authorized the purchase of food scrap containers with Sure-Close located in Ottawa, Canada, in an amount not to exceed $140,800 to promote state mandate Senate Bill (SB) 1383 in organic waste recycling.

23. AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR CONSULTING SERVICES, APPLICATION DEVELOPMENT AND DATABASE ADMINISTRATION

The City Council authorized the City Manager to execute an Amendment to the current five-year agreement with ICS Software, LLC, of Upland, California, for information technology consulting services to add an additional $80,000 to year five of the existing contract of $120,000 annually, for a total not to exceed $680,000.

24. AN AMENDMENT TO THE GOODS AND SERVICES AGREEMENT WITH ALL STAR GLASS INC. FOR PROCUREMENT & REPAIRS OF AUTOMOTIVE WINDSHIELDS

The City Council authorized the City Manager to execute Amendment No. 3 to the Goods and Services Agreement with All Star Glass Inc., of San Diego, California, in the amount of $90,000, increasing the not-to-exceed amount to $170,000 and extending the term of the Agreement to June 30, 2024.

25. AN AMENDMENT TO THE COOPERATIVE AGREEMENT FOR THE SR-60 AT ARCHIBALD AVENUE INTERCHANGE PROJECT

The City Council approved Amendment No. 5 in the amount of $4,191,726 to Cooperative Agreement R14138 (15-1001150) with San Bernardino County Transportation Authority (SBCTA) for funding the State Route 60 (SR-60) at Archibald Avenue Interchange Project (Project); and authorized the City Manager to execute said agreement and future amendments within the authorization limits.

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

The City Council considered and adopted an Ordinance approving the Development Agreement (File No. PDA21-014) between the City of Ontario and BrookCal Ontario, LLC., to establish the terms and conditions for the development of Tentative Tract Map 20499 (File No. PMTT21-014), a 35.65-acre property located near the southeast corner of Haven Avenue and Ontario Ranch Road, within Planning Area 9A (Residential & Commercial land use district) of the Rich Haven Specific Plan. First reading and introduction took place at a regular meeting on May 17, 2022.

ORDINANCE NO. 3209 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PDA21-014, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND BROOKCAL ONTARIO LLC., TO ESTABLISH THE TERMS AND CONDITIONS FOR THE DEVELOPMENT OF TENTATIVE TRACT MAP 20449 (FILE NO. PMTT21-014), A 35.65-ACRE PROPERTY LOCATED NEAR THE SOUTHEAST CORNER OF HAVEN AVENUE AND ONTARIO RANCH ROAD, WITHIN PLANNING AREA 9A (RESIDENTIAL & COMMERCIAL LAND USE DISTRICT) OF THE RICH HAVEN SPECIFIC PLAN, AND MAKING FINDINGS IN SUPPORT THEREOF—APN: 0218-211-01.

27. A PROFESSIONAL SERVICES AGREEMENT FOR WELL NO. 50 TREATMENT FACILITY DESIGN

The City Council approved and authorized the City Manager or designee to execute a Professional Services Agreement with GHD, Inc., of Irvine, California, for Well No. 50 Treatment Facility Design, Contract No. UT 1019 in the amount of $399,310, plus a 5% contingency of $19,965, for a total amount of $419,275.

28. AN AMENDMENT TO THE MAINTENANCE SERVICE AGREEMENT FOR METER MAINTENANCE

The City Council approved and authorized the City Manager or his designee to execute Amendment No. 1 to the Maintenance Services Agreement (on file in the Records Management Department) with Master Meter, Inc., of Mansfield, Texas, in the amount of $40,000 for Fiscal Year 2022-23, extend the initial term of the Agreement through June of 2023, and authorized the option to extend the Agreement for up to two successive one-year periods in the annual amount of $50,000 each year (FY 2023-24 and FY 2024-25), for a new total not-to-exceed cost of $235,000 for the five years.

29. A CONSTRUCTION CONTRACT FOR THE MISSION LANDSCAPE AND IRRIGATION PROJECT

The City Council took the following action:

A. Rejected Golden Gate Steel, Inc.'s protest against SGD Enterprises for PM2122-8 for the Mission Landscape and Irrigation Project;
B. Authorized the City Manager or his designee to execute Construction Contract No. PM2122-8 with SGD Enterprises for the Mission Landscape and Irrigation Project for a total bid amount of $626,292;
C. Authorized a 10% contingency of $62,629 to address any unforeseen issues that may arise during construction; and
D. Authorized the City Manager or his designee to execute all documents required for the completion of the project including, but not limited to, contracts, agreements, assessments, reductions of retention accounts, and filing a notice of completion at the conclusion of all construction related activities.

30. ADOPTION OF AN ORDINANCE APPROVING A MILITARY EQUIPMENT USE POLICY PURSUANT TO GOVERNMENT CODE SECTIONS 7070, ET. SEQ.

The City Council adopted an Ordinance adopting a Military Equipment Use Policy. First reading and introduction took place at a regular meeting on May 17, 2022.

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

31. AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR MUSEUM EXHIBIT DESIGN FOR THE BUILT ON WATER EXHIBIT

The City Council approved and authorized the City Manager or his designee to execute Amendment No. 3 to the Professional Services Agreement with Picnic Design of Los Angeles, California. This agreement encompasses design services for the Built on Water exhibit currently under construction at the Ontario Museum of History & Art. Amendment No. 3 adds $13,800 to the agreement, for a revised total contract amount of $105,000.

32. AN AMENDMENT TO THE AMERICORPS STATE & NATIONAL COMPETITIVE GRANT FOR THE 2021-2022 PROGRAM YEAR

The City Council approved an amendment and budget adjustments for FY 2021-22 to the AmeriCorps State & National Competitive Grant in the amount of $74,001.

33. FIRST AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT FOR LEGAL SERVICES

The City Council ("City") approved and authorized the City Manager to execute a First Amendment to a Professional Services Agreement with Kane Ballmer & Berkman in the amount not to exceed $150,000.

PUBLIC HEARINGS

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

The City Council introduced and waived further reading of the ordinance approving File No. PDCA22-003, a Development Code Amendment proposing certain clarifications and revisions to the City of Ontario Development Code, addressing time extensions for discretionary projects; public notification requirements for minor variances; administrative exceptions; specific plan minor amendments; housing and reasonable accommodations; accessory dwelling units; minimum useable rear yard area for single-family dwellings; banquet facilities on historic properties; retail sales events; conversion of garages to accommodate accessory dwelling units; the definition for "garage;" and, single-family two-unit projects and urban lot splits, rescinding urgency Ordinance No. 3200 and adopting standards, and certain allowed land uses.

ORDINANCE NO. 3212 (FIRST READING) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PDCA22-003, A DEVELOPMENT CODE AMENDMENT REVISING AND CLARIFYING CERTAIN PROVISIONS ADDRESSING [1] TIME EXTENSIONS FOR DISCRETIONARY PROJECTS (SECTION 2.02.025.B.2.C); [2] PUBLIC NOTIFICATION REQUIREMENTS FOR MINOR VARIANCES (SECTION 2.03.010); [3] ADMINISTRATIVE EXCEPTIONS (SECTIONS 4.02.020 AND 4.03.050, AND TABLES 2.02-1 AND 2.03-1); [4] SPECIFIC PLAN MINOR AMENDMENTS (SECTION 4.02.080); [5] HOUSING AND REASONABLE ACCOMMODATIONS (SECTIONS 4.02.035 AND 4.03.055, AND TABLES 2.02-1 AND 2.03-1); [6] ACCESSORY DWELLING UNITS (SECTION 5.03.010); [7] MINIMUM USEABLE REAR YARD AREA FOR SINGLE-FAMILY DWELLINGS (SECTION 5.03.011); [8] BANQUET FACILITIES ON HISTORIC PROPERTIES (SECTION 5.03.067); [9] RETAIL SALES EVENTS (SECTION 5.03.395 AND TABLE 8.01-1); [10] CONVERSION OF GARAGES TO ACCOMMODATE ACCESSORY DWELLING UNITS (SECTION 6.01.010); [11] DEFINITION FOR "GARAGE" (SECTION 9.01.010.G); [12] SINGLE-FAMILY TWO-UNIT PROJECTS AND URBAN LOT SPLITS, RESCINDING URGENCY ORDINANCE NO. 3200 AND ADOPTING STANDARDS (SECTIONS 5.03.403 AND 6.08.060, AND TABLES 2.02-1 AND 2.03-1); AND [13] CERTAIN ALLOWED LAND USES (TABLE 5.02-1), AND MAKING FINDINGS IN SUPPORT THEREOF.

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

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

MOTION: Moved by Council Member Bowman, seconded by Council Member Valencia and carried by unanimous vote of 4-0, with Mayor pro Tem Wapner absent, to introduce Ordinance No. 3212.

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

The City Council introduced and waived further reading of the ordinance amending Chapter 3 of Title 6 of Volume I of the Ontario Municipal Code Regarding Integrated Solid Waste Management Collection Frequency and Finding the Action Exempt from CEQA.

ORDINANCE NO. 3213 (FIRST READING) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AMENDING CHAPTER 3 OF TITLE 6 OF VOLUME I OF THE ONTARIO MUNICIPAL CODE REGARDING INTEGRATED SOLID WASTE MANAGEMENT COLLECTION FREQUENCY AND FINDING THE ACTION EXEMPT FROM CEQA.

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

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

MOTION: Moved by Council Member Bowman, seconded by Council Member Valencia and carried by unanimous vote of 4-0, with Mayor pro Tem Wapner absent, to introduce Ordinance No. 3213.

ADMINISTRATIVE REPORTS/DISCUSSION/ACTION

36. A RESOLUTION AUTHORIZING THE ISSUANCE OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 42 (WEST HAVEN) SPECIAL TAX BONDS, SERIES 2022, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $8 MILLION AND RELATED MATTERS

The City Council considered and adopted a Resolution authorizing the issuance of City of Ontario Community Facilities District No. 42 (West Haven) Special Tax Bonds, Series 2022.

A. Authorized the issuance of special tax bonds for public improvements required to facilitate the development of the West Haven project and the Ontario Ranch development;
B. Approved the forms of the Indenture, the Bond Purchase Agreement, the Continuing Disclosure Agreement, and the Preliminary Official Statement;
C. Authorized a negotiated sale of the special tax bonds to Stifel, Nicolaus & Company, Incorporated (the "Underwriter") in accordance with the terms of the Bond Purchase Agreement; and
D. Authorized the execution of the Indenture, the Bond Purchase Agreement, the Continuing Disclosure Agreement, a deemed final certification in connection

with the Preliminary Official Statement, a final Official Statement and other documents in connection with the issuance of the bonds by the City Manager or the other specified authorized officers.

RESOLUTION NO. 2022-052 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AUTHORIZING THE ISSUANCE OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 42 (WEST HAVEN) SPECIAL TAX BONDS, SERIES 2022, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $8,000,000.00, AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDENTURE, A BOND PURCHASE AGREEMENT, AND A CONTINUING DISCLOSURE AGREEMENT, AUTHORIZING THE DISTRIBUTION OF AN OFFICIAL STATEMENT IN CONNECTION THEREWITH AND AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS AND CERTIFICATES AND RELATED ACTIONS.

MOTION: Moved by Council Member Bowman, seconded by Council Member Dorst-Porada and carried by unanimous vote of 4-0, with Mayor pro Tem Wapner absent, to adopt Resolution No. 2022-052.

STAFF MATTERS

City Manager Ochoa made no comments.

COUNCIL MATTERS

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

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

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

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

ADJOURNMENT

Mayor Leon adjourned the meetings of the Joint Agencies at 7:19 p.m. in memory of Ontario Firefighter Charles R. Hill and announced the next regular meeting to be held on Tuesday, June 21, 2022.

Respectfully submitted,

_____
SHEILA MAUTZ, CITY CLERK/SECRETARY

APPROVED:

_____
PAUL S. LEON, MAYOR/CHAIRMAN

CITY OF ONTARIO *Agenda Report* **July 5, 2022**	**SECTION:** **CONSENT CALENDAR**
Department: Investments & Revenue Resources Prepared By: Cruz Torres Staff Member Presenting: Armen Harkalyan, Executive Director of Finance Reviewed By: Cecilia House, Armen Harkalyan Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 3

SUBJECT: **RESOLUTIONS ESTABLISHING THE ANNUAL SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICTS IN OLD MODEL COLONY AND ONTARIO RANCH FOR FISCAL YEAR 2022-23.**

RECOMMENDATION: That the City Council adopt Resolutions establishing the annual special taxes within City of Ontario Community Facilities Districts in Old Model Colony and Ontario Ranch for Fiscal Year 2022-23.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Maintain the Current High Level of Public Safety
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: As proposed for Fiscal Year 2022-23, total special tax revenues from the districts are anticipated to be $26,868,393. Special tax revenues from Community Facilities Districts 13, 24, 25, 26, 28, 30, 31-Special Tax A, 33, 34, 38, 39, 40, 41, 42, 43, 45-Special Tax A, 46, 53, 54, 55-Special Tax A, 56-Special Tax A, and 57-Special Tax A in the amount of $15,332,178 will be used for debt service for those districts which have issued bonds, or will be used to acquire infrastructure once bonds are issued for those districts currently awaiting bond issuances. Special Tax revenues for Community Facilities Districts 9, 10, 19, 20, 21, 23, 27, 31-Special Tax B, 32, 37, 44, 45-Special Tax B, 47, 48, 49, 50, 51, 55-Special Tax B, 56-Special Tax B, 57-Special Tax B, 58 and 60 in the amount of $11,536,215 will be used to fund City services for the districts. Allocation for Direct Funding of Bonded Community Facilities Districts 24, 25, 26, 28, 30, 31, 33, 34, 38, 39, 40, 43, 45, 46, 53, 54 in the amount of $771,603. The City must declare these funds as City Facilities funds to be able to use them to pay for infrastructure replacement cost in the future.

BACKGROUND & ANALYSIS: Community Facilities Districts (CFDs) generate special tax revenues used to fund facilities districts and services within their respective districts. The facilities to be

financed by the districts are as follows: street and bridge improvements; domestic and recycled water distribution facilities; sewer collection facilities; solid waste facilities; storm drainage facilities; park and recreation facilities and equipment; aquatic facilities and equipment; fire facilities and equipment; police facilities and equipment; library facilities and equipment; fiber optic telecommunication system facilities; general governmental offices; administrative and meeting facilities, and; land, rights-of-way and easements necessary for any of such facilities. The services authorized to be financed, in whole or in part, are as follows: police protection services; fire protection and suppression services; ambulance and paramedic services; maintenance and lighting of parks, parkways, streets, roads, and open space; flood and storm drain protection services, and; maintenance and operation of any real property or tangible property with an estimated useful life of five or more years that is owned by the City.

City's CFD Consultant, Goodwin Consulting Group, has prepared the FY 2022-23 Administrative Tax Reports which include a description of each district, the basis for the annual levy, and the eligible uses for district special tax revenues. Each district's report is on file in the Records Management Department.

Summaries of the proposed annual tax rates for Fiscal Year 2022-23 and the assessed rates for Fiscal Year 2021-22 can be found in the attached Annual Tax Levy Tables, Exhibits A through G. It should be noted that, where applicable, the maximum rate that can be legally levied is indicated next to the proposed rate for FY 2022-23.

Fiscal Year 2022-23 CPI rate for most Community Facilities Districts is 8.6%; exceptions to this rate are Community Facilities Districts 20 (Wal-Mart) and 21 (Parkside), which both had a CPI rate of 10.0%.

As indicated in the attached exhibits, Staff recommends a 7.5% reduction in the FY 2022-23 levy for City services assessed to residential and non-residential districts located in the Ontario Ranch, with the exception of Community Facilities District 9. Community Facilities District 9 was reduced by 4.5% to keep all residential City services levy rates consistent throughout Ontario Ranch. Non-residential rates within Ontario Ranch Community Facilities Districts may vary slightly due to rounding to the Special Tax amounts set within the Rates and Methods of Apportionments (RMA). Staff is able to recommend these reductions due to the rapid pace of development within the Ontario Ranch.

For Community Facilities Districts 10 (Ontario Airport Towers), 20 (Wal-Mart), and 21 (Parkside) located within the Old Model Colony, proposed tax rates are increased by annual CPI rates. Staff would like to lessen the tax burden to the landowners within those districts, and is proposing a level tax rate equal to the rates levied in Fiscal Year 2021-22.

Some districts for which bonds will be, or have been, issued to acquire public infrastructure and facilities will see increases in the total levy collected from all homes in the district. Minor increases are attributable to increases in the levy required to fund each district's annual debt service used to pay for the improvements; however, large increases in the total levy collected from such districts are attributable to new home starts for those districts, many of which are still under construction. The details for each of these levies, which vary by residential floor area (square footage), can be

found within each district's Administrative Tax Report and are identified for each parcel number within the district. The adoption of a Resolution for each of the above, named districts by the City Council is required annually to establish the special tax rates to be levied.

Exhibit A Annual Tax Levy Table

City of Ontario
Old Model Colony Community Facilities District - Bonded
Fiscal Year 2022-23 Special Tax Levy Summary

CFD No.	Land Use	Number of Parcels	Total Sq. Ft.	FY 2021-22 Tax Rates	FY 2022-23 Maximum Tax Rates	FY 2022-23 Proposed Tax Rates	FY 2022-23 Special Tax Levy
13	Industrial Property	6	1,936,142	$0.155029 per Sq. Ft.	$0.211100 per Sq. Ft.	$0.155029 per Sq. Ft.	$300,158.78
13	Commercial Property	1	N/A	$8,280.23 per Parcel	$11,275.00 per Parcel	$8,280.23 per Parcel	$8,280.23
	Total Fiscal Year 2022-23 Special Tax Levy						**$308,439.01**

Goodwin Consulting Group, Inc.

Exhibit B Annual Tax Levy Table

City of Ontario
Old Model Colony Community Facilities Districts - Services
Fiscal Year 2022-23 Special Tax Levy Summary

CFD No.	Land Use	Number of Units / Acres	FY 2021-22 Tax Rates	FY 2022-23 Maximum Tax Rates	FY 2022-23 Proposed Tax Rates	FY 2022-23 Special Tax Levy
10	Taxable Property	25.01	$488.61 per Acre	$722.54 Per Acre	$488.61 Per Acre	$12,221.21
20	Taxable Property	16.28	$2,028.53 per Acre	$8,907.17 Per Acre	$2,028.53 Per Acre	$33,024.44
21	Detached Property	150	$248.78 per Unit	$284.36 Per Unit	$248.78 Per Unit	$37,317.00
21	Attached Property	152	$194.82 per Unit	$222.69 Per Unit	$194.82 Per Unit	$29,612.64
Total Fiscal Year 2022-23 Special Tax Levy						**$112,175.29**

Goodwin Consulting Group, Inc.

Exhibit C Annual Tax Levy Table

City of Ontario
Ontario Ranch Community Facilities Districts - Services
Fiscal Year 2022-23 Special Tax Levy Summary

CFD No.	Land Use	Number of Units / Sq. Ft.		FY 2021-22 Tax Rates	FY 2022-23 Maximum Tax Rates	FY 2022-23 Proposed Tax Rates	FY 2022-23 Special Tax Levy
9	Residential - Tax Zone 1	273	per Unit	$1,511.55 per Unit	$1,604.07 per Unit	$1,443.71 per Unit	$394,132.83
9	Residential - Tax Zone 2	201	per Unit	$1,183.64 per Unit	$1,256.09 per Unit	$1,130.52 per Unit	$227,234.52
19	Single Family Detached	226	per Unit	$1,560.77 per Unit	$1,623.20 per Unit	$1,443.71 per Unit	$326,278.46
23	Single Family Detached	1,299	per Unit	$1,560.77 per Unit	$1,623.20 per Unit	$1,443.71 per Unit	$1,875,379.29
27	Single Family Detached	982	per Unit	$1,560.77 per Unit	$1,623.20 per Unit	$1,443.71 per Unit	$1,417,723.22
27	Multiple Family	986	per Unit	$1,352.59 per Unit	$1,406.70 per Unit	$1,251.15 per Unit	$1,233,633.90
27	Non-Residential Property	95,600	per Sq. Ft.	$0.292600 per Sq. Ft.	$0.304300 per Sq. Ft.	$0.270700 per Sq. Ft.	$25,878.92
32	Single Family Detached	282	per Unit	$1,560.77 per Unit	$1,623.20 per Unit	$1,443.71 per Unit	$407,126.22
37	Single Family Detached	330	per Unit	$1,560.77 per Unit	$1,623.20 per Unit	$1,443.71 per Unit	$476,424.30
44	Single Family Detached	457	per Unit	$1,560.77 per Unit	$1,623.20 per Unit	$1,443.71 per Unit	$659,775.47
44	Multiple Family	33	per Unit	N/A per Unit	$1,407.04 per Unit	$1,251.45 per Unit	$41,297.85
47	Non-Residential Property	1,289,292	per Sq. Ft.	$0.284615 per Sq. Ft.	$0.296000 per Sq. Ft.	$0.263269 per Sq. Ft.	$339,430.46
48	Single Family	432	per Unit	$1,560.77 per Unit	$1,623.20 per Unit	$1,443.71 per Unit	$623,682.72
49	Single Family Detached	176	per Unit	$1,560.77 per Unit	$1,623.20 per Unit	$1,443.71 per Unit	$254,092.96
50	Non-Residential Property	1,197,794	per Sq. Ft.	$0.284615 per Sq. Ft.	$0.296000 per Sq. Ft.	$0.263269 per Sq. Ft.	$315,341.88
51	Non-Residential Property	2,540,914	per Sq. Ft.	$0.284615 per Sq. Ft.	$0.296000 per Sq. Ft.	$0.263269 per Sq. Ft.	$668,943.59
58	Non-Residential Property	1,685,500	per Sq. Ft.	$0.284615 per Sq. Ft.	$0.296000 per Sq. Ft.	$0.263269 per Sq. Ft.	$443,739.69
60	Non-Residential Property	1,099,629	per Sq. Ft.	N/A per Sq. Ft.	$0.353600 per Sq. Ft.	$0.263269 per Sq. Ft.	$289,498.10
Total Fiscal Year 2022-23 Special Tax Levy							**$10,019,614.38**

Notes: Decrease in levy of 7.5% for all Ontario Ranch Residential Services Districts, except CFD 9, which had a decrease of 4.5%. Decrease in levy for all Non-Residential Ontario Ranch Services Districts may vary due to rounding.

Fiscal Year 2022-23 is the first year CFD 44 has Multiple Family homes to levy.

Fiscal Year 2022-23 is the first year levy for CFD 60.

Goodwin Consulting Group, Inc.

Exhibit D Annual Tax Levy Table

City of Ontario
Ontario Ranch Community Facilities District - Non Bonded Facilities
Fiscal Year 2022-23 Special Tax Levy Summary

CFD No.	CFD Name	Number of Units / Acres	FY 2021-22 Tax Levy	FY 2022-23 Proposed Tax Levy
42	West Haven	196	$329,009.00	$592,078.00
Total Fiscal Year 2022-23 Special Tax Levy				**$592,078.00**

Note: Fiscal Year 2022-23 increase in annual levy amounts is due to new home starts.

Goodwin Consulting Group, Inc.

Exhibit E Annual Tax Levy Table

City of Ontario
Ontario Ranch Community Facilities Districts - Bonded Facilities and Services
Fiscal Year 2022-23 Special Tax A Levy Summary

CFD No.	CFD Name	Number of Units / Acres	FY 2021-22 Tax A Levy	FY 2022-23 Proposed Tax A Levy
31	Carriage House/Amberly Lane	143	$392,413.46	$393,013.57
45	Northpark and Countryside	242	$643,729.00	$643,729.00
Total Fiscal Year 2022-23 Special Tax A Levy				**$1,036,742.57**

Goodwin Consulting Group, Inc.

City of Ontario
Ontario Ranch Community Facilities Districts - Bonded Facilities and Services
Fiscal Year 2022-23 Special Tax B Levy Summary

CFD No.	Land Use	Number of Units / Sq. Ft.	FY 2021-22 Tax B Rates	FY 2022-23 Maximum Tax B Rates	FY 2022-23 Proposed Tax B Rates	FY 2022-23 Tax B Levy
31	Single Family Detached	143	$1,560.77 per Unit	$1,897.57 per Unit	$1,443.71 per Unit	$206,450.53
45	Single Family Detached	242	$1,560.77 per Unit	$1,897.51 per Unit	$1,443.71 per Unit	$349,377.82
Total Fiscal Year 2022-23 Special Tax B Levy						**$555,828.35**

Note: Fiscal Year 2022-23 special tax levy increase is due to debt service amount.

Goodwin Consulting Group, Inc.

Exhibit F Annual Tax Levy Table

City of Ontario
Ontario Ranch Community Facilities Districts - Non-Bonded Facilities and Services
Fiscal Year 2022-23 Special Tax A Levy Summary

CFD No.	CFD Name	Number of Units / Acres	FY 2021-22 Tax A Levy	FY 2022-23 Proposed Tax A Levy
55	Parklane	166	$121,562.00	$559,772.00
56	Parkside/La Avenida	210	N/A	$651,782.00
57	Neuhouse	292	$156,060.00	$864,996.00
Total Fiscal Year 2022-23 Special Tax A Levy				**$2,076,550.00**

Note: Fiscal Year 2022-23 is the first year levy for CFD 56.

Goodwin Consulting Group, Inc.

City of Ontario
Ontario Ranch Community Facilities Districts - Non-Bonded Facilities and Services
Fiscal Year 2022-23 Special Tax B Levy Summary

CFD No.	Land Use	Number of Units / Sq. Ft.	FY 2021-22 Tax Rates B	FY 2022-23 Effective Maximum Tax Rates B	FY 2022-23 Proposed Tax Rates B	FY 2022-23 Special Tax Levy
55	Single Family Property	166	$1,560.77 per Unit	$1,623.20 per Unit	$1,443.71 per Unit	$239,655.86
56	Single Family Detached	157	N/A per Unit	$1,623.20 per Unit	$1,443.71 per Unit	$226,662.47
57	Single Family Detached	88	$1,560.77 per Unit	$1,623.20 per Unit	$1,443.71 per Unit	$127,046.48
57	Multiple Family	204	$1,352.95 per Unit	$1,406.69 per Unit	$1,251.14 per Unit	$255,232.56
Total Fiscal Year 2022-23 Special Tax B Levy						**$848,597.37**

Note: Fiscal Year 2022-23 is the first year levy for CFD 56.
CFD 56 Special Tax B can only be levied on Tax Zone 2.

Goodwin Consulting Group, Inc.

Exhibit G Annual Tax Levy Table

City of Ontario
Ontario Ranch Community Facilities Districts - Bonded Facilities
Fiscal Year 2022-23 Special Tax Levy Summary

CFD No.	CFD Name	Number of Units	FY 2021-22 Tax Levy	FY 2022-23 Proposed Tax Levy
24	Park Place Facilities Phase I	432	$1,079,087.75	$1,079,087.75
25	Park Place Facilities Phase II	253	$664,727.00	$664,727.00
26	Park Place Facilities Phase III	279	$681,907.00	$681,907.00
28	New Haven Facilities A	336	$688,588.89	$688,588.89
30	New Haven Facilities B	442	$964,420.00	$964,420.00
33	Archibald/Schaefer Facilities	229	$501,514.00	$501,514.00
34	Countryside Phase 1 North - Facilities	226	$538,477.32	$538,527.34
38	Park & Turner NE Facilities	330	$799,856.00	$799,856.00
39	New Haven Facilities C	225	$407,057.12	$407,057.12
40	Emerald Park Facilities	265	$495,707.00	$495,707.00
41	Canvas Park Facilities	504	$352,934.00	$908,716.00
43	Park Place Facilities Phase IV	335	$1,082,872.00	$1,093,091.00
46	Avenue 176 Facilities	176	$545,235.00	$545,235.00
53	Tevelde Facilities	432	$1,016,382.00	$1,481,365.00
54	Esperanza Facilities	133	$291,040.00	$468,569.00
Total Fiscal Year 2022-23 Special Tax Levy				**$ 11,318,368.10**

Fiscal Year 2022-23 is the first year CFDs 53 and 54 are being levied as bonded districts.

Goodwin Consulting Group, Inc.

Exhibit H Allocation for Direct Funding of Facilities

City of Ontario
Ontario Ranch Community Facilities District - Bonded
Fiscal Year 2022-23 Special Tax Summary

CFD No.	CFD Name	FY 2022-23 Direct Funding Allocation
24	Park Place Facilities Phase I	$8,327.02
25	Park Place Facilities Phase II	$55,407.00
26	Park Place Facilities Phase III	$59,162.00
28	New Haven Facilities - Area A	$44,623.72
30	New Haven Facilities - Area B	$85,880.24
31	Carriage House / Amberly Lane	$0.00
33	Archibald/Shaefer - Facilities	$38,220.00
34	Countryside Phase 1 North - Facilities	$0.00
38	Park & Turner NE Facilities	$66,242.24
39	New Haven Facilities - Area C	$27,312.04
40	Emerald Park Facilities	$39,013.00
41	Canvas Park Facilities	$27,472.00
43	Park Place Facilities Phase IV	$93,347.00
45	Northpark and Countryside	$55,335.00
46	Avenue 176 Facilities	$42,341.00
53	Tevelde Facilities	$128,921.00
54	Esperanza Facilities	$0.00
Total Fiscal Year 2022-23 Special Tax Direct Funding		**$771,603.26**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 9 (EDENGLEN), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2022-23.

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of a special tax in a community facilities district, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the “Act”), being Chapter 2.5, Part 1, Division 2, Title 5, of the Government Code of the State of California. This Community Facilities District is designated as City of Ontario Community Facilities District No. 9 (Edenglen) (hereinafter referred to as "District"); and

WHEREAS, the City Council did, acting as the legislative body of the District, by the enactment of Ordinance No. 2860 (the "Special Tax Ordinance") as authorized by Section 53340 of the Government Code of the State of California, authorize the levy of a special tax to pay for costs and expenses related to the District, and this legislative body is desirous to establish the specific rates of the special tax to be collected for the specified Fiscal Year.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amount of the special tax to be collected to pay for the costs and expenses (as defined in Section 5 below) for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates as set forth above does not exceed the amount as previously authorized by the Special Tax Ordinance of this legislative body, and is not in excess of that as previously approved by the qualified electors of the District.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the special tax for the above specified Fiscal Year and the amount of the special tax to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. That the proceeds of the special tax shall be used only to pay the following costs and expenses:

(a) Costs of providing services authorized to be financed by the District;

(b) Costs incurred by the District and the City in the annual levy and collection of the special taxes;

(c) Administrative costs of the District; and

(d) Any incidental expenses authorized to be financed by the District.

SECTION 6. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax.

SECTION 7. All monies above collected shall be paid into the Community Facilities District No. 9 Fund.

SECTION 8. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 9 Special Tax," or by any other suitable designation, the installment of the special tax.

SECTION 9. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 10. This legislative body hereby certifies that the levy of the special tax was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 5th day of July 2022.

_____

PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2022- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 05, 2022 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2022- duly passed and adopted by the Ontario City Council at their regular meeting held July 05, 2022.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 9
(EDENGLEN)

SPECIAL TAX RATES
FOR FISCAL YEAR 2022-23

Land Use	FY 2022-23 Tax Rates	
Residential Property		
Tax Zone 1	$1,443.71	per Unit
Tax Zone 2	$1,130.52	per Unit
Non-Residential Property	$0.279428	per Sq.Ft.

ESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 10 (ONTARIO AIRPORT TOWERS), ESTABLISHING THE ANNUAL SERVICES SPECIAL TAX FOR FISCAL YEAR 2022-23.

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of a special tax in a community facilities district, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the “Act”), being Chapter 2.5, Part 1, Division 2, Title 5, of the Government Code of the State of California. This Community Facilities District is designated as “Community Facilities District No. 10 of the City of Ontario (Ontario Airport Towers)” (hereinafter referred to as "District"); and

WHEREAS, the City Council did, acting as the legislative body of the District, by the enactment of Ordinance No. 2902 (the "Special Tax Ordinance") as authorized by Section 53340 of the Government Code of the State of California, authorize the levy of a services special tax (the “Services Special Tax”) and a facilities special tax (the “Facilities Special Tax”) to pay for costs and expenses related to the District, and this legislative body is desirous to establish the specific rate of the Services Special Tax to be collected for the specified Fiscal Year.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rate and amount of the Services Special Tax to be collected to pay for the costs and expenses (as defined in Section 5 below) for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rate as set forth above does not exceed the amount as previously authorized by Ordinance of this legislative body and is not in excess of that as previously approved by the qualified electors of the District.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution together with a list of all parcels subject to the Services Special Tax for the above specified Fiscal Year and the amount of the special tax to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. That the proceeds of the special tax shall be used only to pay the following costs and expenses:

(a) police protection services, fire protection and rescue services and parkway and open space maintenance services (the “Services”); and

(b) all costs related to financing and administering the Services, the determination of the amount of special taxes to be levied and costs otherwise incurred in order to carry out the authorized purposes of the District and administering the District (the “Services Incidental Expenses”).

SECTION 6. The Services Special Tax shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said Services Special Tax.

SECTION 7. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 10 Special Tax," or by any other suitable designation, the installment of the Services Special Tax.

SECTION 8. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such Services Special Tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 9. This legislative body hereby certifies that the levy of the Services Special Tax was authorized in accordance with the provisions of the Act and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 5th day of July 2022.

_____

PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2022- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 5, 2022 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2022- duly passed and adopted by the Ontario City Council at their regular meeting held July 5, 2022.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 10
(ONTARIO AIRPORT TOWERS)

SPECIAL TAX RATE
FOR FISCAL YEAR 2022-23

All Assessor's Parcels of Taxable Property within Community Facilities District No. 10 shall be taxed at the following special tax rate pursuant to the Rate and Method of Apportionment of Special tax, as amended:

Land Use	FY 2022-23 Tax Rates
Taxable Property	$488.61 Per Acre

Assessor's Parcel, Acre and Taxable Property shall all have the meanings as defined in the Rate and Method of Apportionment of Special tax, as amended.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 13 (CALIFORNIA COMMERCE CENTER - PHASE IV), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2022-23.

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of a special tax in a community facilities district, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the “Act”), being Chapter 2.5, Part 1, Division 2, Title 5, of the Government Code of the State of California. This Community Facilities District is designated as “Community Facilities District No. 13 of the City of Ontario (California Commerce Center - Phase IV)” (hereinafter referred to as "District"); and

WHEREAS, the City Council did, acting as the legislative body of the District, by the enactment of Ordinance No. 2893 (the "Special Tax Ordinance") as authorized by Section 53340 of the Government Code of the State of California, authorize the levy of a special tax to pay for costs and expenses related to the District, and this legislative body is desirous to establish the specific rates of the special tax to be collected for the specified Fiscal Year.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amount of the special tax to be collected to pay for the costs and expenses (as defined in Section 5 below) for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates as set forth above do not exceed the amount as previously authorized by Ordinance of this legislative body, and is not in excess of that as previously approved by the qualified electors of the District.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution together with a list of all parcels subject to the special tax for the above specified Fiscal Year and the amount of the special tax to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. That the proceeds of the special tax shall be used only to pay the following costs and expenses:

(a) Debt service on all bonds or other indebtedness issued to finance those facilities and incidental expenses authorized to be financed by the District (including the costs of any credit enhancement);

(b) Costs of those facilities authorized to be financed by the District;

(c) Costs incurred by the District and the City in the annual levy and collection of the special taxes;

(d) Administrative costs of the District; and

(e) Any amounts required to replenish any reserve funds established in association with bonds issued to finance those facilities and incidental expenses authorized to be financed by the District.

SECTION 6. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax.

SECTION 7. All monies above collected shall be paid into a Special Tax Fund created and established in connection with the issuance of bonds by the District.

SECTION 8. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 13 Special Tax," or by any other suitable designation, the installment of the special tax.

SECTION 9. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 10. This legislative body hereby certifies that the levy of the special tax was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 5th day of July 2022.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2022- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 05, 2022 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2022- duly passed and adopted by the Ontario City Council at their regular meeting held July 05, 2022.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 13
(CALIFORNIA COMMERCE CENTER - PHASE IV)

SPECIAL TAX RATES
FOR FISCAL YEAR 2022-23

Land Use	FY 2022-23 Tax Rates
Taxable Property:	
Industrial Property	$0.155029 per Sq. Ft.
Commercial Property	$8,280.23 per Parcel

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 19 (COUNTRYSIDE PHASE 1 - SERVICES), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2022-23.

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of a special tax in a community facilities district, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the “Act”), being Chapter 2.5, Part 1, Division 2, Title 5, of the Government Code of the State of California. This Community Facilities District is designated as City of Ontario Community Facilities District No. 19 (Countryside Phase 1 - Services) (hereinafter referred to as "District"); and

WHEREAS, the City Council did, acting as the legislative body of the District, by the enactment of Ordinance No. 3007 (the "Special Tax Ordinance") as authorized by Section 53340 of the Government Code of the State of California, authorize the levy of a special tax to pay for costs and expenses related to the District, and this legislative body is desirous to establish the specific rates of the special tax to be collected for the specified Fiscal Year.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amount of the special tax to be collected to pay for the costs and expenses (as defined in Section 5 below) for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates as set forth above does not exceed the amount as previously authorized by the Special Tax Ordinance of this legislative body, and is not in excess of that as previously approved by the qualified electors of the District.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the special tax for the above specified Fiscal Year and the amount of the special tax to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. That the proceeds of the special tax shall be used only to pay the following costs and expenses:

(a) Costs of providing services authorized to be financed by the District;

(b) Costs incurred by the District and the City in the annual levy and collection of the special taxes;

(c) Administrative costs of the District; and

(d) Any incidental expenses authorized to be financed by the District.

SECTION 6. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax.

SECTION 7. All monies above collected shall be paid into the Community Facilities District No. 19 Fund.

SECTION 8. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 19 Special Tax," or by any other suitable designation, the installment of the special tax.

SECTION 9. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 10. This legislative body hereby certifies that the levy of the special tax was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 5th day of July 2022.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2022- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 05, 2022 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2022- duly passed and adopted by the Ontario City Council at their regular meeting held July 05, 2022.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 19
(COUNTRYSIDE PHASE 1 - SERVICES)

SPECIAL TAX RATES
FOR FISCAL YEAR 2022-23

Land Use	FY 2022-23 Tax Rates
Residential Property:	
Single Family Detached	$1,443.71 per Unit
Multiple Family	$1,251.14 per Unit
Gated Apartment Community	$1,049.21 per Unit
Non-Residential Property	$0.270700 per Sq. Ft.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 20 (WAL-MART), ESTABLISHING THE ANNUAL SERVICES SPECIAL TAX FOR FISCAL YEAR 2022-23.

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of a special tax in a community facilities district, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1882" (the “Act”), being Chapter 2.5, Part 1, Division 2, Title 5, of the Government Code of the State of California. This Community Facilities District is designated as “Community Facilities District No. 20 of the City of Ontario (Wal-Mart)” (hereinafter referred to as "District"); and

WHEREAS, the City Council did, acting as the legislative body of the District, by the enactment of Ordinance No. 2963 (the "Special Tax Ordinance") as authorized by Section 53340 of the Government Code of the State of California, authorize the levy of a services special tax (the “Services Special Tax”) and a facilities special tax (the “Facilities Special Tax”) to pay for costs and expenses related to the District, and this legislative body is desirous to establish the specific rate of the Services Special Tax to be collected for the specified Fiscal Year.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rate and amount of the Services Special Tax to be collected to pay for the Costs and Expenses (as defined in Section 5 below) for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rate as set forth above does not exceed the amount as previously authorized by Ordinance of this legislative body, and is not in excess of that as previously approved by the qualified electors of the District.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution together with a list of all parcels subject to the Services Special Tax for the above specified Fiscal Year and the amount of the special tax to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. That the proceeds of the special tax shall be used only to pay the following costs and expenses:

(a) the lighting, operating, maintaining, improving and servicing of the public street lights and appurtenances benefiting the properties within the District, the maintaining improving and servicing of the landscaping and appurtenances of the raised, landscaped median to be constructed by the landowner on the west side of Mountain Avenue between 5th Street and 6th Street (the "Services"); and

(b) all costs related to financing and administering the Services, the determination of the amount of special taxes to be levied and costs otherwise incurred in order to carry out the authorized purposes of the District and administering the District (the "Services Incidental Expenses").

SECTION 6. The Services Special Tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said Services Special Tax.

SECTION 7. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 20 Special Tax," or by any other suitable designation, the installment of the Services Special Tax.

SECTION 8. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such Services Special Tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 9. This legislative body hereby certifies that the levy of the Services Special Tax was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 5th day of July 2022.

_____

PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2022- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 05, 2022 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2022- duly passed and adopted by the Ontario City Council at their regular meeting held July 05, 2022.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 20
(WAL-MART)

SPECIAL TAX RATE
FOR FISCAL YEAR 2022-23

Land Use	FY 2022-23 Tax Rates
Taxable Property	$2,028.53 Per Acre

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 21 (PARKSIDE), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2022-23.

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of a special tax in a community facilities district, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the “Act”), being Chapter 2.5, Part 1, Division 2, Title 5, of the Government Code of the State of California. This Community Facilities District is designated as City of Ontario Community Facilities District No. 21 (Parkside) (hereinafter referred to as "District"); and

WHEREAS, the City Council did, acting as the legislative body of the District, by the enactment of Ordinance No. 2966 (the "Special Tax Ordinance") as authorized by Section 53340 of the Government Code of the State of California, authorize the levy of a special tax to pay for costs and expenses related to the District, and this legislative body is desirous to establish the specific rates of the special tax to be collected for the specified Fiscal Year.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates of the special tax to be collected to pay for the costs and expenses (as defined in Section 5 below) for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates as set forth above does not exceed the amount as previously authorized by the Special Tax Ordinance of this legislative body, and is not in excess of that as previously approved by the qualified electors of the District.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the special tax for the above specified Fiscal Year and the amount of the special tax to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. That the proceeds of the special tax shall be used only to pay the following costs and expenses:

(a) Costs of providing services authorized to be financed by the District;

(b) Costs incurred by the District and the City in the annual levy and collection of the special taxes;

(c) Administrative costs of the District; and

(d) Any incidental expenses authorized to be financed by the District.

SECTION 6. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax.

SECTION 7. All monies above collected shall be paid into the Community Facilities District No. 21 Fund.

SECTION 8. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 21 Special Tax," or by any other suitable designation, the installment of the special tax.

SECTION 9. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 10. This legislative body hereby certifies that the levy of the special tax was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 5th day of July 2022.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2022- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 05, 2022 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2022- duly passed and adopted by the Ontario City Council at their regular meeting held July 05, 2022.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 21 (PARKSIDE)

SPECIAL TAX RATES
FOR FISCAL YEAR 2022-23

Land Use	FY 2022-23 Tax Rates
Detached Property	$248.78 Per Unit
Attached Property	194.82 Per Unit

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 23 (PARK PLACE SERVICES), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2022-23.

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of a special tax in a community facilities district, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the “Act”), being Chapter 2.5, Part 1, Division 2, Title 5, of the Government Code of the State of California. This Community Facilities District is designated as City of Ontario Community Facilities District No. 23 (Park Place Services) (hereinafter referred to as "District"); and

WHEREAS, the City Council did, acting as the legislative body of the District, by the enactment of Ordinance No. 2988 and Ordinance No. 3087 (together, the “Special Tax Ordinance”) as authorized by Section 53340 of the Government Code of the State of California, authorize the levy of a special tax to pay for costs and expenses related to the District, and this legislative body is desirous to establish the specific rates of the special tax to be collected for the specified Fiscal Year.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amount of the special tax to be collected to pay for the costs and expenses (as defined in Section 5 below) for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates as set forth above does not exceed the amount as previously authorized by the Special Tax Ordinance of this legislative body, and is not in excess of that as previously approved by the qualified electors of the District.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the special tax for the above specified Fiscal Year and the amount of the special tax to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. That the proceeds of the special tax shall be used only to pay the following costs and expenses:

(a) Costs of providing services authorized to be financed by the District;

(b) Costs incurred by the District and the City in the annual levy and collection of the special taxes;

(c) Administrative costs of the District; and

(d) Any incidental expenses authorized to be financed by the District.

SECTION 6. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax.

SECTION 7. All monies above collected shall be paid into the Community Facilities District No. 23 Fund.

SECTION 8. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 23 Special Tax," or by any other suitable designation, the installment of the special tax.

SECTION 9. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 10. This legislative body hereby certifies that the levy of the special tax was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 5th day of July 2022.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2022- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 05, 2022 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2022- duly passed and adopted by the Ontario City Council at their regular meeting held July 05, 2022.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 23
(PARK PLACE SERVICES)

SPECIAL TAX RATES
FOR FISCAL YEAR 2022-23

Land Use	FY 2022-23 Tax Rates
Residential Property:	
Single Family Detached	$1,443.71 per Unit
Multiple Family	$1,251.14 per Unit
Gated Apartment Community	$1,049.21 per Unit
Non-Residential Property	$0.270700 per Sq. Ft.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 24 (PARK PLACE FACILITIES PHASE I), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2022-23.

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of special taxes (the "Special Taxes") in the City of Ontario Community Facilities District No. 24 (Park Place Facilities Phase I) (the "District"), all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the "Act"), being Chapter 2.5, Part 1, Division 2, Title 5, of the California Government Code; and

WHEREAS, the City Council did, by the enactment of Ordinance No. 3002 (the "Special Tax Ordinance") as authorized by Section 53340 of the Act, authorize the levy of the Special Taxes to pay the costs of providing the Facilities and Services and incidental expenses (as such terms are defined in the Special Tax Ordinance), and the City Council is desirous to establish the specific rates of the Special Taxes to be collected for the specified Fiscal Year and the portion thereof to be applied to each of the costs of providing the Facilities and incidental expenses and the costs of providing the Services.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amounts of the Special Taxes to be collected for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates of the Special Taxes as set forth above do not exceed the rates previously approved by the qualified electors of the District and authorized by the Special Tax Ordinance.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the Special Taxes for the above specified Fiscal Year and the amount of the Special Taxes to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. The portion of the Special Taxes to be collected for the referenced Fiscal Year (a) to pay the costs of providing the Facilities and incidental expenses shall be 100% of the rates and amounts of the Special Taxes to be collected

for such Fiscal Year as set forth in the attached Exhibit "A", and (b) to pay the costs of providing the Services shall be 0% of the rates and amounts of the Special Taxes to be collected for such Fiscal Year as set forth in the attached Exhibit "A".

SECTION 6. The proceeds of the Special Taxes collected to pay the costs of providing the Facilities and incidental expenses shall be used only to:

(a) pay debt service on all outstanding bonds or other debt (as defined in Section 53317(d) of the Act) issued by the District under the Act and payable from the Special Taxes (the "Bonds");

(b) pay periodic costs on the Bonds, including, but not limited to, credit enhancement and rebate payments on the Bonds;

(c) pay administrative expenses (including costs incurred by the District and the City in the annual levy and collection of the Special Taxes);

(d) provide any amounts required to establish or replenish any reserve fund for the Bonds; and

(e) pay directly for acquisition or construction of Facilities.

SECTION 7. The proceeds of the Special Taxes collected to pay the costs of providing the Services shall be used only to pay the costs of providing such Services.

SECTION 8. The Special Taxes shall be collected in the same manner as ordinary *ad valorem* property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for *ad valorem* taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any Special Taxes.

SECTION 9. All Special Taxes collected to provide costs of providing the Facilities and incidental expenses shall be deposited in the Special Tax Fund of the District. All Special Taxes collected to provide costs of providing the Services shall be deposited in the Government Fund.

SECTION 10. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 24 Special Tax," or by any other suitable designation, the installment of the Special Taxes.

SECTION 11. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 12. The City Council hereby certifies that the levy of the Special Taxes was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 5th day of July 2022.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, California, DO HEREBY CERTIFY that foregoing Resolution No. 2022- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 05, 2022 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2022- duly passed and adopted by the Ontario City Council at their regular meeting held July 05, 2022.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 24
(PARK PLACE FACILITIES PHASE I)

SPECIAL TAX RATES
FOR FISCAL YEAR 2022-23

Land Use	Residential Floor Area (Sq. Ft.)	FY 2022-23 Tax Rates
Developed Property:		
Residential Property	<1,601	$1,587.41 per Unit
Residential Property	1,601-1,700	$1,683.79 per Unit
Residential Property	1,701-1,800	$1,764.41 per Unit
Residential Property	1,801-1,900	$1,840.40 per Unit
Residential Property	1,901-2,000	$1,945.11 per Unit
Residential Property	2,001-2,100	$1,952.52 per Unit
Residential Property	2,101-2,200	$2,047.05 per Unit
Residential Property	2,201-2,300	$2,110.06 per Unit
Residential Property	2,301-2,400	$2,211.07 per Unit
Residential Property	2,401-2,500	$2,279.64 per Unit
Residential Property	2,501-2,600	$2,382.51 per Unit
Residential Property	2,601-2,700	$2,484.44 per Unit
Residential Property	2,701-2,800	$2,528.92 per Unit
Residential Property	2,801-2,900	$2,578.96 per Unit
Residential Property	2,901-3,000	$2,664.22 per Unit
Residential Property	3,001-3,100	$2,782.83 per Unit
Residential Property	3,101-3,200	$2,883.84 per Unit
Residential Property	3,201-3,300	$2,894.96 per Unit
Residential Property	3,301-3,400	$2,970.02 per Unit
Residential Property	3,401-3,500	$3,058.99 per Unit
Residential Property	3,501-3,600	$3,173.89 per Unit
Residential Property	3,601-3,700	$3,204.47 per Unit
Residential Property	3,701-3,800	$3,282.32 per Unit
Residential Property	3,801-3,900	$3,361.08 per Unit
Residential Property	3,901-4,000	$3,503.79 per Unit
Residential Property	>4,000	$3,516.77 per Unit

	Tract No.	
Non-Residential Property	18075	$28,026.64 per Acre
Non-Residential Property	18076	$26,315.06 per Acre
Non-Residential Property	18077	$21,196.98 per Acre
Non-Residential Property	18078	$24,230.02 per Acre
Non-Residential Property	18079	$27,643.92 per Acre
Non-Residential Property	18080	$28,560.41 per Acre
Non-Residential Property	18913-1	$32,100.35 per Acre
Non-Residential Property	18945	$32,100.35 per Acre
Final Mapped Property	18075	$0.00 per Acre
Final Mapped Property	18076	$0.00 per Acre
Final Mapped Property	18077	$0.00 per Acre
Final Mapped Property	18078	$0.00 per Acre
Final Mapped Property	18079	$0.00 per Acre
Final Mapped Property	18080	$0.00 per Acre
Final Mapped Property	18945	$0.00 per Acre
Undeveloped Property	18075	$0.00 per Acre
Undeveloped Property	18076	$0.00 per Acre
Undeveloped Property	18077	$0.00 per Acre
Undeveloped Property	18078	$0.00 per Acre
Undeveloped Property	18079	$0.00 per Acre
Undeveloped Property	18080	$0.00 per Acre
Undeveloped Property	18945	$0.00 per Acre

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 25 (PARK PLACE FACILITIES PHASE II), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2022-23.

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of special taxes (the "Special Taxes") in the City of Ontario Community Facilities District No. 25 (Park Place Facilities Phase II) (the "District"), all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the "Act"), being Chapter 2.5, Part 1, Division 2, Title 5, of the California Government Code; and

WHEREAS, the City Council did, by the enactment of Ordinance No. 3067 (the "Special Tax Ordinance") as authorized by Section 53340 of the Act, authorize the levy of the Special Taxes to pay the costs of providing the Facilities and Services and incidental expenses (as such terms are defined in the Special Tax Ordinance), and the City Council is desirous to establish the specific rates of the Special Taxes to be collected for the specified Fiscal Year and the portion thereof to be applied to each of the costs of providing the Facilities and incidental expenses and the costs of providing the Services.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amounts of the Special Taxes to be collected for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates of the Special Taxes as set forth above do not exceed the rates previously approved by the qualified electors of the District and authorized by the Special Tax Ordinance.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the Special Taxes for the above specified Fiscal Year and the amount of the Special Taxes to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. The portion of the Special Taxes to be collected for the referenced Fiscal Year (a) to pay the costs of providing the Facilities and incidental expenses shall be 100% of the rates and amounts of the Special Taxes to be collected

for such Fiscal Year as set forth in the attached Exhibit "A", and (b) to pay the costs of providing the Services shall be 0% of the rates and amounts of the Special Taxes to be collected for such Fiscal Year as set forth in the attached Exhibit "A".

SECTION 6. The proceeds of the Special Taxes collected to pay the costs of providing the Facilities and incidental expenses shall be used only to:

(a) pay debt service on all outstanding bonds or other debt (as defined in Section 53317(d) of the Act) issued by the District under the Act and payable from the Special Taxes (the "Bonds");

(b) pay periodic costs on the Bonds, including, but not limited to, credit enhancement and rebate payments on the Bonds;

(c) pay administrative expenses (including costs incurred by the District and the City in the annual levy and collection of the Special Taxes);

(d) provide any amounts required to establish or replenish any reserve fund for the Bonds; and

(e) pay directly for acquisition or construction of Facilities.

SECTION 7. The proceeds of the Special Taxes collected to pay the costs of providing the Services shall be used only to pay the costs of providing such Services.

SECTION 8. The Special Taxes shall be collected in the same manner as ordinary *ad valorem* property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for *ad valorem* taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any Special Taxes.

SECTION 9. All Special Taxes collected to provide costs of providing the Facilities and incidental expenses shall be deposited in the Special Tax Fund of the District. All Special Taxes collected to provide costs of providing the Services shall be deposited in the Government Fund.

SECTION 10. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 25 Special Tax," or by any other suitable designation, the installment of the Special Taxes.

SECTION 11. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 12. The City Council hereby certifies that the levy of the Special Taxes was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 5th day of July 2022.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, California, DO HEREBY CERTIFY that foregoing Resolution No. 2022- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 05, 2022 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2022- duly passed and adopted by the Ontario City Council at their regular meeting held July 05, 2022

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 25
(PARK PLACE FACILITIES PHASE II)

SPECIAL TAX RATES
FOR FISCAL YEAR 2022-23

Land Use	Residential Floor Area (Sq. Ft.)	FY 2022-23 Tax Rates
Developed Property:		
Residential Property	<1,701	$1,691.00
Residential Property	1,701-1,800	$1,806.00
Residential Property	1,801-1,900	$1,911.00
Residential Property	1,901-2,000	$1,999.00
Residential Property	2,001-2,100	$2,078.00
Residential Property	2,101-2,200	$2,297.00
Residential Property	2,201-2,300	$2,332.00
Residential Property	2,301-2,400	$2,442.00
Residential Property	2,401-2,500	$2,525.00
Residential Property	2,501-2,600	$2,586.00
Residential Property	2,601-2,700	$2,714.00
Residential Property	2,701-2,800	$2,732.00
Residential Property	2,801-2,900	$2,883.00
Residential Property	2,901-3,000	$2,885.00
Residential Property	3,001-3,100	$2,966.00
Residential Property	3,101-3,200	$2,999.00
Residential Property	>3,200	$3,113.00
	Tract No.	
Non-Residential Property	18266	$30,188.00
Non-Residential Property	18267	$28,339.00
Non-Residential Property	18977-78	$31,412.00
Final Mapped Property	18266	$0.00
Final Mapped Property	18267	$0.00
Final Mapped Property	18977-78	$0.00
Undeveloped Property	18266	$0.00
Undeveloped Property	18267	$0.00
Undeveloped Property	18977-78	$0.00

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 26 (PARK PLACE FACILITIES PHASE III), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2022-23.

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of special taxes (the "Special Taxes") in the City of Ontario Community Facilities District No. 26 (Park Place Facilities Phase III) (the "District"), all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the "Act"), being Chapter 2.5, Part 1, Division 2, Title 5, of the California Government Code; and

WHEREAS, the City Council did, by the enactment of Ordinance No. 3088 (the "Special Tax Ordinance") as authorized by Section 53340 of the Act, authorize the levy of the Special Taxes to pay the costs of providing the Facilities and Services and incidental expenses (as such terms are defined in the Special Tax Ordinance), and the City Council is desirous to establish the specific rates of the Special Taxes to be collected for the specified Fiscal Year and the portion thereof to be applied to each of the costs of providing the Facilities and incidental expenses and the costs of providing the Services.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amounts of the Special Taxes to be collected for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates of the Special Taxes as set forth above do not exceed the rates previously approved by the qualified electors of the District and authorized by the Special Tax Ordinance.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the Special Taxes for the above specified Fiscal Year and the amount of the Special Taxes to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. The portion of the Special Taxes to be collected for the referenced Fiscal Year (a) to pay the costs of providing the Facilities and incidental expenses shall be 100% of the rates and amounts of the Special Taxes to be collected

for such Fiscal Year as set forth in the attached Exhibit "A", and (b) to pay the costs of providing the Services shall be 0% of the rates and amounts of the Special Taxes to be collected for such Fiscal Year as set forth in the attached Exhibit "A".

SECTION 6. The proceeds of the Special Taxes collected to pay the costs of providing the Facilities and incidental expenses shall be used only to:

(a) pay debt service on all outstanding bonds or other debt (as defined in Section 53317(d) of the Act) issued by the District under the Act and payable from the Special Taxes (the "Bonds");

(b) pay periodic costs on the Bonds, including, but not limited to, credit enhancement and rebate payments on the Bonds;

(c) pay administrative expenses (including costs incurred by the District and the City in the annual levy and collection of the Special Taxes);

(d) provide any amounts required to establish or replenish any reserve fund for the Bonds; and

(e) pay directly for acquisition or construction of Facilities.

SECTION 7. The proceeds of the Special Taxes collected to pay the costs of providing the Services shall be used only to pay the costs of providing such Services.

SECTION 8. The Special Taxes shall be collected in the same manner as ordinary *ad valorem* property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for *ad valorem* taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any Special Taxes.

SECTION 9. All Special Taxes collected to provide costs of providing the Facilities and incidental expenses shall be deposited in the Special Tax Fund of the District. All Special Taxes collected to provide costs of providing the Services shall be deposited in the Government Fund.

SECTION 10. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 26 Special Tax," or by any other suitable designation, the installment of the Special Taxes.

SECTION 11. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 12. The City Council hereby certifies that the levy of the Special Taxes was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 5th day July, 2022.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, California, DO HEREBY CERTIFY that foregoing Resolution No. 2022- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 05, 2022 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2022- duly passed and adopted by the Ontario City Council at their regular meeting held July 05, 2022.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 26
(PARK PLACE FACILITIES PHASE III)

SPECIAL TAX RATES
FOR FISCAL YEAR 2022-23

Land Use	Residential Floor Area (Sq. Ft.)	FY 2022-23 Tax Rates
Developed Property:		
Residential Property	<1,701	$1,937.00 per Unit
Residential Property	1,701-1,800	$2,034.00 per Unit
Residential Property	1,801-1,900	$2,147.00 per Unit
Residential Property	1,901-2,000	$2,331.00 per Unit
Residential Property	2,001-2,100	$2,375.00 per Unit
Residential Property	2,101-2,200	$2,401.00 per Unit
Residential Property	2,201-2,300	$2,480.00 per Unit
Residential Property	2,301-2,400	$2,674.00 per Unit
Residential Property	2,401-2,500	$2,718.00 per Unit
Residential Property	2,501-2,600	$2,793.00 per Unit
Residential Property	2,601-2,700	$2,863.00 per Unit
Residential Property	2,701-2,800	$3,025.00 per Unit
Residential Property	2,801-2,900	$3,122.00 per Unit
Residential Property	2,901-3,000	$3,227.00 per Unit
Residential Property	3,001-3,100	$3,324.00 per Unit
Residential Property	3,101-3,200	$3,420.00 per Unit
Residential Property	>3,200	$3,517.00 per Unit
	Tract No.	
Non-Residential Property	18073	$41,577.00 per Acre
Non-Residential Property	18074	$55,099.00 per Acre
Non-Residential Property	18998	$35,217.00 per Acre
Final Mapped Property	18073	$0.00 per Acre
Final Mapped Property	18074	$0.00 per Acre
Final Mapped Property	18998	$0.00 per Acre
Undeveloped Property	18073	$0.00 per Acre
Undeveloped Property	18074	$0.00 per Acre
Undeveloped Property	18998	$0.00 per Acre

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 27 (NEW HAVEN SERVICES), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2022-23.

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of a special tax in a community facilities district, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the “Act”), being Chapter 2.5, Part 1, Division 2, Title 5, of the Government Code of the State of California. This Community Facilities District is designated as City of Ontario Community Facilities District No. 27 (New Haven Services) (hereinafter referred to as "District"); and

WHEREAS, the City Council did, acting as the legislative body of the District, by the enactment of Ordinance No. 2993 and Ordinance No. 3119 (together, the "Special Tax Ordinance") as authorized by Section 53340 of the Government Code of the State of California, authorize the levy of a special tax to pay for costs and expenses related to the District, and this legislative body is desirous to establish the specific rates of the special tax to be collected for the specified Fiscal Year.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amount of the special tax to be collected to pay for the costs and expenses (as defined in Section 5 below) for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates as set forth above does not exceed the amount as previously authorized by the Special Tax Ordinance of this legislative body, and is not in excess of that as previously approved by the qualified electors of the District.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the special tax for the above specified Fiscal Year and the amount of the special tax to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. That the proceeds of the special tax shall be used only to pay the following costs and expenses:

(a) Costs of providing services authorized to be financed by the District;

(b) Costs incurred by the District and the City in the annual levy and collection of the special taxes;

(c) Administrative costs of the District; and

(d) Any incidental expenses authorized to be financed by the District.

SECTION 6. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax.

SECTION 7. All monies above collected shall be paid into the Community Facilities District No. 27 Fund.

SECTION 8. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 27 Special Tax," or by any other suitable designation, the installment of the special tax.

SECTION 9. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 10. This legislative body hereby certifies that the levy of the special tax was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 5th day of July 2022.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2022- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 05, 2022 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2022- duly passed and adopted by the Ontario City Council at their regular meeting held July 05, 2022.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 27
(NEW HAVEN SERVICES)

SPECIAL TAX RATES
FOR FISCAL YEAR 2022-23

Land Use	FY 2022-23 Tax Rates
Residential Property:	
Single Family Detached	$1,443.71 per Unit
Multiple Family	$1,251.15 per Unit
Gated Apartment Community	$1,049.22 per Unit
Non-Residential Property	$0.270700 per Sq. Ft.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 28 (NEW HAVEN FACILITIES - AREA A), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2022-23.

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of special taxes (the "Special Taxes") in the City of Ontario Community Facilities District No. 28 (New Haven Facilities - Area A) (the "District"), all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the "Act"), being Chapter 2.5, Part 1, Division 2, Title 5, of the California Government Code; and

WHEREAS, the City Council did, by the enactment of Ordinance No. 3031 (the "Special Tax Ordinance") as authorized by Section 53340 of the Act, authorize the levy of the Special Taxes to pay the costs of providing the Facilities and Services and incidental expenses (as such terms are defined in the Special Tax Ordinance), and the City Council is desirous to establish the specific rates of the Special Taxes to be collected for the specified Fiscal Year and the portion thereof to be applied to each of the costs of providing the Facilities and incidental expenses and the costs of providing the Services.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amounts of the Special Taxes to be collected for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates of the Special Taxes as set forth above do not exceed the rates previously approved by the qualified electors of the District and authorized by the Special Tax Ordinance.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the Special Taxes for the above specified Fiscal Year and the amount of the Special Taxes to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. The portion of the Special Taxes to be collected for the referenced Fiscal Year (a) to pay the costs of providing the Facilities and incidental expenses shall be 100% of the rates and amounts of the Special Taxes to be collected

for such Fiscal Year as set forth in the attached Exhibit "A", and (b) to pay the costs of providing the Services shall be 0% of the rates and amounts of the Special Taxes to be collected for such Fiscal Year as set forth in the attached Exhibit "A".

SECTION 6. The proceeds of the Special Taxes collected to pay the costs of providing the Facilities and incidental expenses shall be used only to:

(a) pay debt service on all outstanding bonds or other debt (as defined in Section 53317(d) of the Act) issued by the District under the Act and payable from the Special Taxes (the "Bonds");

(b) pay periodic costs on the Bonds, including, but not limited to, credit enhancement and rebate payments on the Bonds;

(c) pay administrative expenses (including costs incurred by the District and the City in the annual levy and collection of the Special Taxes);

(d) provide any amounts required to establish or replenish any reserve fund for the Bonds; and

(e) pay directly for acquisition or construction of Facilities.

SECTION 7. The proceeds of the Special Taxes collected to pay the costs of providing the Services shall be used only to pay the costs of providing such Services.

SECTION 8. The Special Taxes shall be collected in the same manner as ordinary *ad valorem* property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for *ad valorem* taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any Special Taxes.

SECTION 9. All Special Taxes collected to provide costs of providing the Facilities and incidental expenses shall be deposited in the Special Tax Fund of the District. All Special Taxes collected to provide costs of providing the Services shall be deposited in the Government Fund.

SECTION 10. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 28 Special Tax," or by any other suitable designation, the installment of the Special Taxes.

SECTION 11. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 12. The City Council hereby certifies that the levy of the Special Taxes was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 5th day of July 2022.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, California, DO HEREBY CERTIFY that foregoing Resolution No. 2022- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 05, 2022 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2022- duly passed and adopted by the Ontario City Council at their regular meeting held July 05, 2022.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 28
(NEW HAVEN FACILITIES - AREA A)

SPECIAL TAX RATES
FOR FISCAL YEAR 2022-23

Land Use	Residential Floor Area (Sq. Ft.)	FY 2022-23 Tax Rates
Developed Property:		
Single Family Detached Property	<1,701	$1,693.93 per Unit
Single Family Detached Property	1,701-1,900	$1,785.25 per Unit
Single Family Detached Property	1,901-2,100	$1,968.89 per Unit
Single Family Detached Property	2,101-2,300	$2,161.36 per Unit
Single Family Detached Property	2,301-2,500	$2,311.60 per Unit
Single Family Detached Property	2,501-2,700	$2,455.95 per Unit
Single Family Detached Property	2,701-2,900	$2,645.48 per Unit
Single Family Detached Property	2,901-3,100	$2,719.12 per Unit
Single Family Detached Property	3,101-3,300	$2,857.58 per Unit
Single Family Detached Property	3,301-3,500	$3,027.47 per Unit
Single Family Detached Property	3,501-3,700	$3,126.65 per Unit
Single Family Detached Property	3,701-3,900	$3,263.15 per Unit
Single Family Detached Property	3,901-4,100	$3,399.64 per Unit
Single Family Detached Property	4,101-4,300	$3,535.16 per Unit
Single Family Detached Property	4,301-4,500	$3,671.65 per Unit
Single Family Detached Property	4,501-4,700	$3,807.17 per Unit
Single Family Detached Property	>4,700	$3,943.66 per Unit
Single Family Attached Property	<801	$759.08 per Unit
Single Family Attached Property	801-950	$838.62 per Unit
Single Family Attached Property	951-1,100	$879.86 per Unit
Single Family Attached Property	1,101-1,300	$1,078.22 per Unit
Single Family Attached Property	1,301-1,500	$1,237.30 per Unit
Single Family Attached Property	1,501-1,700	$1,396.39 per Unit
Single Family Attached Property	1,701-1,900	$1,565.29 per Unit
Single Family Attached Property	1,901-2,100	$1,715.53 per Unit
Single Family Attached Property	2,101-2,300	$1,875.60 per Unit
Single Family Attached Property	>2,300	$2,034.68 per Unit
Other Residential Property		$32,186.61 per Acre
Non-Residential Property		$32,186.61 per Acre
Final Mapped Property		$0.00 per Acre
Undeveloped Property		$0.00 per Acre

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 30 (NEW HAVEN FACILITES - AREA B), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2022-23.

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of special taxes (the "Special Taxes") in the City of Ontario Community Facilities District No. 30 (New Haven Facilities - Area B) (the "District"), all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the "Act"), being Chapter 2.5, Part 1, Division 2, Title 5, of the California Government Code; and

WHEREAS, the City Council did, by the enactment of Ordinance No. 3057 (the "Special Tax Ordinance") as authorized by Section 53340 of the Act, authorize the levy of the Special Taxes to pay the costs of providing the Facilities and Services and incidental expenses (as such terms are defined in the Special Tax Ordinance), and the City Council is desirous to establish the specific rates of the Special Taxes to be collected for the specified Fiscal Year and the portion thereof to be applied to each of the costs of providing the Facilities and incidental expenses and the costs of providing the Services.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amounts of the Special Taxes to be collected for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates of the Special Taxes as set forth above do not exceed the rates previously approved by the qualified electors of the District and authorized by the Special Tax Ordinance.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the Special Taxes for the above specified Fiscal Year and the amount of the Special Taxes to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. The portion of the Special Taxes to be collected for the referenced Fiscal Year (a) to pay the costs of providing the Facilities and incidental expenses shall be 100% of the rates and amounts of the Special Taxes to be collected

for such Fiscal Year as set forth in the attached Exhibit "A", and (b) to pay the costs of providing the Services shall be 0% of the rates and amounts of the Special Taxes to be collected for such Fiscal Year as set forth in the attached Exhibit "A".

SECTION 6. The proceeds of the Special Taxes collected to pay the costs of providing the Facilities and incidental expenses shall be used only to:

(a) pay debt service on all outstanding bonds or other debt (as defined in Section 53317(d) of the Act) issued by the District under the Act and payable from the Special Taxes (the "Bonds");

(b) pay periodic costs on the Bonds, including, but not limited to, credit enhancement and rebate payments on the Bonds;

(c) pay administrative expenses (including costs incurred by the District and the City in the annual levy and collection of the Special Taxes);

(d) provide any amounts required to establish or replenish any reserve fund for the Bonds; and

(e) pay directly for acquisition or construction of Facilities.

SECTION 7. The proceeds of the Special Taxes collected to pay the costs of providing the Services shall be used only to pay the costs of providing such Services.

SECTION 8. The Special Taxes shall be collected in the same manner as ordinary *ad valorem* property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for *ad valorem* taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any Special Taxes.

SECTION 9. All Special Taxes collected to provide costs of providing the Facilities and incidental expenses shall be deposited in the Special Tax Fund of the District. All Special Taxes collected to provide costs of providing the Services shall be deposited in the Government Fund.

SECTION 10. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 30 Special Tax," or by any other suitable designation, the installment of the Special Taxes.

SECTION 11. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 12. The City Council hereby certifies that the levy of the Special Taxes was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 5th day of July 2022.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, California, DO HEREBY CERTIFY that foregoing Resolution No. 2022- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 05, 2022 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2022- duly passed and adopted by the Ontario City Council at their regular meeting held July 05, 2022.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 30
(NEW HAVEN FACILITIES - AREA B)

SPECIAL TAX RATES
FOR FISCAL YEAR 2022-23

Land Use	Residential Floor Area (Sq. Ft.)	FY 2022-23 Tax Rates
Developed Property:		
Single Family Detached Property	<1,701	$1,660.00 per Unit
Single Family Detached Property	1,701-1,900	$1,837.00 per Unit
Single Family Detached Property	1,901-2,100	$1,896.00 per Unit
Single Family Detached Property	2,101-2,300	$2,053.00 per Unit
Single Family Detached Property	2,301-2,500	$2,251.00 per Unit
Single Family Detached Property	2,501-2,700	$2,404.00 per Unit
Single Family Detached Property	2,701-2,900	$2,557.00 per Unit
Single Family Detached Property	2,901-3,100	$2,703.00 per Unit
Single Family Detached Property	3,101-3,300	$2,816.00 per Unit
Single Family Detached Property	3,301-3,500	$2,962.00 per Unit
Single Family Detached Property	3,501-3,700	$3,156.00 per Unit
Single Family Detached Property	3,701-3,900	$3,274.00 per Unit
Single Family Detached Property	>3,900	$3,429.00 per Unit
Single Family Attached Property	<801	$851.00 per Unit
Single Family Attached Property	801-950	$911.00 per Unit
Single Family Attached Property	951-1,100	$1,019.00 per Unit
Single Family Attached Property	1,101-1,300	$1,136.00 per Unit
Single Family Attached Property	1,301-1,500	$1,300.00 per Unit
Single Family Attached Property	1,501-1,700	$1,595.00 per Unit
Single Family Attached Property	1,701-1,900	$1,691.00 per Unit
Single Family Attached Property	>1,900	$1,886.00 per Unit
Other Residential Property		$28,946.00 per Acre
Non-Residential Property		$28,946.00 per Acre
Final Mapped Property		$0.00 per Acre
Undeveloped Property		$0.00 per Acre

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 31 (CARRIAGE HOUSE/AMBERLY LANE), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2022-23.

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of special taxes (the "Special Taxes") in the City of Ontario Community Facilities District No. 31 (Carriage House/Amberly Lane) (the "District"), all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the "Act"), being Chapter 2.5, Part 1, Division 2, Title 5, of the California Government Code; and

WHEREAS, the City Council did, by the enactment of Ordinance No. 3020 (the "Special Tax Ordinance") as authorized by Section 53340 of the Act, authorize the levy of the Special Taxes to pay the costs of providing the Facilities and Services and incidental expenses (as such terms are defined in the Special Tax Ordinance), and the City Council is desirous to establish the specific rates of the Special Taxes to be collected for the specified Fiscal Year and the portion thereof to be applied to each of the costs of providing the Facilities and incidental expenses and the costs of providing the Services; and

WHEREAS, the Special Taxes consist of a "Special Tax A" (the "Special Tax A"), which were authorized to pay the costs of providing the Facilities and Services and incidental expenses, and a "Special Tax B" (the "Special Tax B"), which were authorized to pay the costs of providing the Services and incidental expenses.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amounts of each of Special Tax A and Special Tax B to be collected for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates of each of Special Tax A and Special Tax B as set forth above do not exceed the respective rates previously approved by the qualified electors of the District and authorized by the Special Tax Ordinance.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the Special Taxes for the above specified Fiscal Year and the amount of the Special Taxes to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but

not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. The portion of Special Tax A to be collected for the referenced Fiscal Year (a) to pay the costs of providing the Facilities and incidental expenses shall be 100% of the rates and amounts of Special Tax A to be collected for such Fiscal Year as set forth in the attached Exhibit "A", and (b) to pay the costs of providing the Services shall be 0% of the rates and amounts of Special Tax A to be collected for such Fiscal Year as set forth in the attached Exhibit "A".

SECTION 6. The proceeds of Special Tax A collected to pay the costs of providing the Facilities and incidental expenses shall be used only to:

(a) pay debt service on all outstanding bonds or other debt (as defined in Section 53317(d) of the Act) issued by the District under the Act and payable from Special Tax A (the "Bonds");

(b) pay periodic costs on the Bonds, including, but not limited to, credit enhancement and rebate payments on the Bonds;

(c) pay a pro rata share of administrative expenses (including costs incurred by the District and the City in the annual levy and collection of the Special Taxes);

(d) provide any amounts required to establish or replenish any reserve fund for the Bonds; and

(e) pay directly for acquisition or construction of Facilities.

SECTION 7. The proceeds of Special Tax A collected to pay the costs of providing the Services shall be used only to pay the costs of providing such Services.

SECTION 8. The proceeds of Special Tax B collected to pay the costs of providing the Services and incidental expenses shall be used only to pay the costs of Services and a pro rata share of administrative expenses (including costs incurred by the District and the City in the annual levy and collection of the Special Taxes).

SECTION 9. The Special Taxes shall be collected in the same manner as ordinary *ad valorem* property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for *ad valorem* taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any Special Taxes.

SECTION 10. All Special Tax A amounts collected to provide costs of providing the Facilities and incidental expenses shall be deposited in the Special Tax Fund of the District. All Special Tax A amounts collected to provide costs of providing the Services shall be deposited in the Government Fund.

All Special Tax B amounts collected shall be deposited in the Government Fund.

SECTION 11. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked “CFD No. 31 Special Tax A,” or by any other suitable designation, the installment of Special Tax A.

The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked “CFD No. 31 Special Tax B,” or by any other suitable designation, the installment of Special Tax B.

SECTION 12. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 13. The City Council hereby certifies that the levy of the Special Taxes was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 5th day of July 2022.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, California, DO HEREBY CERTIFY that foregoing Resolution No. 2022- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 05, 2022 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2022- duly passed and adopted by the Ontario City Council at their regular meeting held July 05, 2022.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 31
(CARRIAGE HOUSE / AMBERLY HOUSE)

SPECIAL TAX RATES
FOR FISCAL YEAR 2022-23

ANNUAL FACILITIES SPECIAL TAX A RATES

Land Use	Residential Floor Area (Sq. Ft.)	FY 2022-23 Tax Rates A
Developed Property:		
Single Family Detached	<2,101	$2,105.60 per Unit
Single Family Detached	2,101-2,400	$2,236.63 per Unit
Single Family Detached	2,401-2,700	$2,628.78 per Unit
Single Family Detached	2,701-3,000	$2,731.20 per Unit
Single Family Detached	3,001-3,300	$2,875.14 per Unit
Single Family Detached	3,301-3,600	$3,031.07 per Unit
Single Family Detached	>3,600	$3,386.31 per Unit
Other Residential Property	N/A	$23,417.23 per Acre
Non-Residential Property	N/A	$23,417.23 per Acre
Final Mapped Property		$0.00 per Acre
Undeveloped Property		$0.00 per Acre

ANNUAL SERVICES SPECIAL TAX B RATES

Developed Property Land Use	FY 2022-23 Tax Rates B
Residential Property:	
Single Family Detached	$1,443.71 per Unit
Multiple Family	$1,251.48 per Unit
Gated Apartment Community	$1,049.24 per Unit
Non-Residential Property	$0.270300 per Sq. Ft.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 32 (ARCHIBALD/SCHAEFER - SERVICES), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2022-23.

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of a special tax in a community facilities district, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the “Act”), being Chapter 2.5, Part 1, Division 2, Title 5, of the Government Code of the State of California. This Community Facilities District is designated as City of Ontario Community Facilities District No. 32 (Archibald/Schaefer - Services) (hereinafter referred to as "District"); and

WHEREAS, the City Council did, acting as the legislative body of the District, by the enactment of Ordinance No. 3016 (the "Special Tax Ordinance") as authorized by Section 53340 of the Government Code of the State of California, authorize the levy of a special tax to pay for costs and expenses related to the District, and this legislative body is desirous to establish the specific rates of the special tax to be collected for the specified Fiscal Year.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amount of the special tax to be collected to pay for the costs and expenses (as defined in Section 5 below) for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates as set forth above does not exceed the amount as previously authorized by the Special Tax Ordinance of this legislative body, and is not in excess of that as previously approved by the qualified electors of the District.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the special tax for the above specified Fiscal Year and the amount of the special tax to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. That the proceeds of the special tax shall be used only to pay the following costs and expenses:

(a) Costs of providing services authorized to be financed by the District;

(b) Costs incurred by the District and the City in the annual levy and collection of the special taxes;

(c) Administrative costs of the District; and

(d) Any incidental expenses authorized to be financed by the District.

SECTION 6. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax.

SECTION 7. All monies above collected shall be paid into the Community Facilities District No. 32 Fund.

SECTION 8. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 32 Special Tax," or by any other suitable designation, the installment of the special tax.

SECTION 9. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 10. This legislative body hereby certifies that the levy of the special tax was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 5th day of July 2022.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2022- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 05, 2022 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2022- duly passed and adopted by the Ontario City Council at their regular meeting held July 05, 2022.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 32
(ARCHIBALD/SCHAEFER - SERVICES)

SPECIAL TAX RATES
FOR FISCAL YEAR 2022-23

Land Use	FY 2022-23 Tax Rates
Residential Property:	
Single Family Detached	$1,443.71 per Unit
Multiple Family	$1,251.49 per Unit
Gated Apartment Community	$1,049.25 per Unit
Non-Residential Property	$0.270300 per Sq. Ft.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 33 (ARCHIBALD/SCHAEFER FACILITIES), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2022-23.

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of special taxes (the "Special Taxes") in the City of Ontario Community Facilities District No. 33 (Archibald/Schaefer Facilities) (the "District"), all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the "Act"), being Chapter 2.5, Part 1, Division 2, Title 5, of the California Government Code; and

WHEREAS, the City Council did, by the enactment of Ordinance No. 3118 (the "Special Tax Ordinance") as authorized by Section 53340 of the Act, authorize the levy of the Special Taxes to pay the costs of providing the Facilities and Services and incidental expenses (as such terms are defined in the Special Tax Ordinance), and the City Council is desirous to establish the specific rates of the Special Taxes to be collected for the specified Fiscal Year and the portion thereof to be applied to each of the costs of providing the Facilities and incidental expenses and the costs of providing the Services.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amounts of the Special Taxes to be collected for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates of the Special Taxes as set forth above do not exceed the rates previously approved by the qualified electors of the District and authorized by the Special Tax Ordinance.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the Special Taxes for the above specified Fiscal Year and the amount of the Special Taxes to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. The portion of the Special Taxes to be collected for the referenced Fiscal Year (a) to pay the costs of providing the Facilities and incidental expenses shall be 100% of the rates and amounts of the Special Taxes to be collected

for such Fiscal Year as set forth in the attached Exhibit "A", and (b) to pay the costs of providing the Services shall be 0% of the rates and amounts of the Special Taxes to be collected for such Fiscal Year as set forth in the attached Exhibit "A".

SECTION 6. The proceeds of the Special Taxes collected to pay the costs of providing the Facilities and incidental expenses shall be used only to:

(a) pay debt service on all outstanding bonds or other debt (as defined in Section 53317(d) of the Act) issued by the District under the Act and payable from the Special Taxes (the "Bonds");

(b) pay periodic costs on the Bonds, including, but not limited to, credit enhancement and rebate payments on the Bonds;

(c) pay administrative expenses (including costs incurred by the District and the City in the annual levy and collection of the Special Taxes);

(d) provide any amounts required to establish or replenish any reserve fund for the Bonds; and

(e) pay directly for acquisition or construction of Facilities.

SECTION 7. The proceeds of the Special Taxes collected to pay the costs of providing the Services shall be used only to pay the costs of providing such Services.

SECTION 8. The Special Taxes shall be collected in the same manner as ordinary *ad valorem* property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for *ad valorem* taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any Special Taxes.

SECTION 9. All Special Taxes collected to provide costs of providing the Facilities and incidental expenses shall be deposited in the Special Tax Fund of the District. All Special Taxes collected to provide costs of providing the Services shall be deposited in the Government Fund.

SECTION 10. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 33 Special Tax," or by any other suitable designation, the installment of the Special Taxes.

SECTION 11. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 12. The City Council hereby certifies that the levy of the Special Taxes was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 5th day of July 2022.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, California, DO HEREBY CERTIFY that foregoing Resolution No. 2022- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 05, 2022 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2022- duly passed and adopted by the Ontario City Council at their regular meeting held July 05, 2022.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 33
(ARCHIBALD/SCHAEFER FACILITIES)

SPECIAL TAX RATES
FOR FISCAL YEAR 2022-23

Land Use	Residential Floor Area (Sq. Ft.)	FY 2022-23 Tax Rates	
Developed Property:			
Single Family Property	<1,101	$1,020.00	per Unit
Single Family Property	1,101-1,300	$1,339.00	per Unit
Single Family Property	1,301-1,500	$1,587.00	per Unit
Single Family Property	1,501-1,700	$1,757.00	per Unit
Single Family Property	1,701-1,900	$2,095.00	per Unit
Single Family Property	1,901-2,100	$2,385.00	per Unit
Single Family Property	2,101-2,300	$2,507.00	per Unit
Single Family Property	2,301-2,500	$2,553.00	per Unit
Single Family Property	2,501-2,700	$2,907.00	per Unit
Single Family Property	2,701-2,900	$3,080.00	per Unit
Single Family Property	>2,900	$3,160.00	per Unit
Other Residential Property		$25,577.00	per Acre
Non-Residential Property		$25,577.00	per Acre
Final Mapped Property		$0.00	per Acre
Undeveloped Property		$0.00	per Acre

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 34 (COUNTRYSIDE PHASE 1 NORTH - FACILITIES), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2022-23.

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of special taxes (the "Special Taxes") in the City of Ontario Community Facilities District No. 34 (Countryside Phase 1 North - Facilities) (the "District"), all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the "Act"), being Chapter 2.5, Part 1, Division 2, Title 5, of the California Government Code; and

WHEREAS, the City Council did, by the enactment of Ordinance No. 3036 (the "Special Tax Ordinance") as authorized by Section 53340 of the Act, authorize the levy of the Special Taxes to pay the costs of providing the Facilities and Services and incidental expenses (as such terms are defined in the Special Tax Ordinance), and the City Council is desirous to establish the specific rates of the Special Taxes to be collected for the specified Fiscal Year and the portion thereof to be applied to each of the costs of providing the Facilities and incidental expenses and the costs of providing the Services.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amounts of the Special Taxes to be collected for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates of the Special Taxes as set forth above do not exceed the rates previously approved by the qualified electors of the District and authorized by the Special Tax Ordinance.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the Special Taxes for the above specified Fiscal Year and the amount of the Special Taxes to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. The portion of the Special Taxes to be collected for the referenced Fiscal Year (a) to pay the costs of providing the Facilities and incidental expenses shall be 100% of the rates and amounts of the Special Taxes to be collected

for such Fiscal Year as set forth in the attached Exhibit "A", and (b) to pay the costs of providing the Services shall be 0% of the rates and amounts of the Special Taxes to be collected for such Fiscal Year as set forth in the attached Exhibit "A".

SECTION 6. The proceeds of the Special Taxes collected to pay the costs of providing the Facilities and incidental expenses shall be used only to:

(a) pay debt service on all outstanding bonds or other debt (as defined in Section 53317(d) of the Act) issued by the District under the Act and payable from the Special Taxes (the "Bonds");

(b) pay periodic costs on the Bonds, including, but not limited to, credit enhancement and rebate payments on the Bonds;

(c) pay administrative expenses (including costs incurred by the District and the City in the annual levy and collection of the Special Taxes);

(d) provide any amounts required to establish or replenish any reserve fund for the Bonds; and

(e) pay directly for acquisition or construction of Facilities.

SECTION 7. The proceeds of the Special Taxes collected to pay the costs of providing the Services shall be used only to pay the costs of providing such Services.

SECTION 8. The Special Taxes shall be collected in the same manner as ordinary *ad valorem* property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for *ad valorem* taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any Special Taxes.

SECTION 9. All Special Taxes collected to provide costs of providing the Facilities and incidental expenses shall be deposited in the Special Tax Fund of the District. All Special Taxes collected to provide costs of providing the Services shall be deposited in the Government Fund.

SECTION 10. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 34 Special Tax," or by any other suitable designation, the installment of the Special Taxes.

SECTION 11. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 12. The City Council hereby certifies that the levy of the Special Taxes was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 5th day of July 2022.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, California, DO HEREBY CERTIFY that foregoing Resolution No. 2022- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 05, 2022 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2022- duly passed and adopted by the Ontario City Council at their regular meeting held July 05, 2022.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 34
(COUNTRYSIDE PHASE 1 NORTH - FACILITIES)

SPECIAL TAX RATES
FOR FISCAL YEAR 2022-23

Land Use	Residential Floor Area (Sq. Ft.)	FY 2022-23 Tax Rates
Developed Property:		
Single Family Property	<1,701	$1,659.91 per Unit
Single Family Property	1,701-1,900	$1,740.14 per Unit
Single Family Property	1,901-2,100	$2,050.91 per Unit
Single Family Property	2,101-2,300	$2,061.98 per Unit
Single Family Property	2,301-2,500	$2,294.37 per Unit
Single Family Property	2,501-2,700	$2,537.82 per Unit
Single Family Property	2,701-2,900	$2,578.40 per Unit
Single Family Property	2,901-3,100	$2,782.20 per Unit
Single Family Property	3,101-3,300	$2,875.34 per Unit
Single Family Property	3,301-3,500	$3,105.88 per Unit
Single Family Property	3,501-3,700	$3,197.18 per Unit
Single Family Property	3,701-3,900	$3,365.93 per Unit
Single Family Property	>3,900	$3,526.39 per Unit
Other Residential Property		$21,144.52 per Acre
Non-Residential Property		$21,144.52 per Acre
Final Mapped Property		$0.00 per Acre
Undeveloped Property		$0.00 per Acre

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 37 (PARK & TURNER NE SERVICES), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2022-23.

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of a special tax in a community facilities district, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the “Act”), being Chapter 2.5, Part 1, Division 2, Title 5, of the Government Code of the State of California. This Community Facilities District is designated as City of Ontario Community Facilities District No. 37 (Park & Turner NE Services) (hereinafter referred to as "District"); and

WHEREAS, the City Council did, acting as the legislative body of the District, by the enactment of Ordinance No. 3043 (the "Special Tax Ordinance") as authorized by Section 53340 of the Government Code of the State of California, authorize the levy of a special tax to pay for costs and expenses related to the District, and this legislative body is desirous to establish the specific rates of the special tax to be collected for the specified Fiscal Year.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amount of the special tax to be collected to pay for the costs and expenses (as defined in Section 5 below) for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates as set forth above does not exceed the amount as previously authorized by the Special Tax Ordinance of this legislative body, and is not in excess of that as previously approved by the qualified electors of the District.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the special tax for the above specified Fiscal Year and the amount of the special tax to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. That the proceeds of the special tax shall be used only to pay the following costs and expenses:

(a) Costs of providing services authorized to be financed by the District;

(b) Costs incurred by the District and the City in the annual levy and collection of the special taxes;

(c) Administrative costs of the District; and

(d) Any incidental expenses authorized to be financed by the District.

SECTION 6. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax.

SECTION 7. All monies above collected shall be paid into the Community Facilities District No. 37 Fund.

SECTION 8. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 37 Special Tax," or by any other suitable designation, the installment of the special tax.

SECTION 9. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 10. This legislative body hereby certifies that the levy of the special tax was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 5th day of July 2022.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2022- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 05, 2022 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2022- duly passed and adopted by the Ontario City Council at their regular meeting held July 05, 2022.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 37
(PARK & TURNER NE SERVICES)

SPECIAL TAX RATES
FOR FISCAL YEAR 2022-23

Land Use	FY 2022-23 Tax Rates
Residential Property:	
Single Family Detached	$1,443.71 per Unit
Multiple Family	$1,251.22 per Unit
Gated Apartment Community	$1,049.10 per Unit
Non-Residential Property	$0.269500 per Sq. Ft.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 38 (PARK & TURNER NE FACILITIES), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2022-23.

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of special taxes (the "Special Taxes") in the City of Ontario Community Facilities District No. 38 (Park & Turner NE Facilities) (the "District"), all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the "Act"), being Chapter 2.5, Part 1, Division 2, Title 5, of the California Government Code; and

WHEREAS, the City Council did, by the enactment of Ordinance No. 3073 (the "Special Tax Ordinance") as authorized by Section 53340 of the Act, authorize the levy of the Special Taxes to pay the costs of providing the Facilities and Services and incidental expenses (as such terms are defined in the Special Tax Ordinance), and the City Council is desirous to establish the specific rates of the Special Taxes to be collected for the specified Fiscal Year and the portion thereof to be applied to each of the costs of providing the Facilities and incidental expenses and the costs of providing the Services.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amounts of the Special Taxes to be collected for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates of the Special Taxes as set forth above do not exceed the rates previously approved by the qualified electors of the District and authorized by the Special Tax Ordinance.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the Special Taxes for the above specified Fiscal Year and the amount of the Special Taxes to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. The portion of the Special Taxes to be collected for the referenced Fiscal Year (a) to pay the costs of providing the Facilities and incidental expenses shall be 100% of the rates and amounts of the Special Taxes to be collected for such Fiscal Year as set forth in the attached Exhibit "A", and (b) to pay the costs of providing the Services shall be 0% of the rates and amounts of the Special Taxes to be collected for such Fiscal Year as set forth in the attached Exhibit "A".

SECTION 6. The proceeds of the Special Taxes collected to pay the costs of providing the Facilities and incidental expenses shall be used only to:

(a) pay debt service on all outstanding bonds or other debt (as defined in Section 53317(d) of the Act) issued by the District under the Act and payable from the Special Taxes (the "Bonds");

(b) pay periodic costs on the Bonds, including, but not limited to, credit enhancement and rebate payments on the Bonds;

(c) pay administrative expenses (including costs incurred by the District and the City in the annual levy and collection of the Special Taxes);

(d) provide any amounts required to establish or replenish any reserve fund for the Bonds; and

(e) pay directly for acquisition or construction of Facilities.

SECTION 7. The proceeds of the Special Taxes collected to pay the costs of providing the Services shall be used only to pay the costs of providing such Services.

SECTION 8. The Special Taxes shall be collected in the same manner as ordinary *ad valorem* property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for *ad valorem* taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any Special Taxes.

SECTION 9. All Special Taxes collected to provide costs of providing the Facilities and incidental expenses shall be deposited in the Special Tax Fund of the District. All Special Taxes collected to provide costs of providing the Services shall be deposited in the Government Fund.

SECTION 10. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 38 Special Tax," or by any other suitable designation, the installment of the Special Taxes.

SECTION 11. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so

collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 12. The City Council hereby certifies that the levy of the Special Taxes was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 5th day of July 2022.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, California, DO HEREBY CERTIFY that foregoing Resolution No. 2022- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 05, 2022 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2022- duly passed and adopted by the Ontario City Council at their regular meeting held July 05, 2022.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 38
(PARK & TURNER NE FACILITIES)

SPECIAL TAX RATES
FOR FISCAL YEAR 2022-23

Land Use	Residential Floor Area (Sq. Ft.)	FY 2022-23 Tax Rates
Developed Property:		
Residential Property	<1,501	$1,771.00 per Unit
Residential Property	1,501-1,600	$1,842.00 per Unit
Residential Property	1,601-1,700	$1,964.00 per Unit
Residential Property	1,701-1,800	$2,046.00 per Unit
Residential Property	1,801-1,900	$2,050.00 per Unit
Residential Property	1,901-2,000	$2,148.00 per Unit
Residential Property	2,001-2,100	$2,219.00 per Unit
Residential Property	2,101-2,200	$2,289.00 per Unit
Residential Property	2,201-2,300	$2,383.00 per Unit
Residential Property	2,301-2,400	$2,405.00 per Unit
Residential Property	2,401-2,500	$2,536.00 per Unit
Residential Property	2,501-2,600	$2,539.00 per Unit
Residential Property	2,601-2,700	$2,609.00 per Unit
Residential Property	2,701-2,800	$2,724.00 per Unit
Residential Property	2,801-2,900	$2,749.00 per Unit
Residential Property	2,901-3,000	$2,865.00 per Unit
Residential Property	3,001-3,100	$2,888.00 per Unit
Residential Property	>3,100	$2,958.00 per Unit
Non-Residential Property		$31,636.00 per Acre
Final Mapped Property		$0.00 per Acre
Undeveloped Property		$0.00 per Acre

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 39 (NEW HAVEN FACILITIES – AREA C), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2022-23.

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of special taxes (the "Special Taxes") in the City of Ontario Community Facilities District No. 39 (New Haven Facilities – Area C) (the "District"), all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the "Act"), being Chapter 2.5, Part 1, Division 2, Title 5, of the California Government Code; and

WHEREAS, the City Council did, by the enactment of Ordinance No. 3079 (the "Special Tax Ordinance") as authorized by Section 53340 of the Act, authorize the levy of the Special Taxes to pay the costs of providing the Facilities and Services and incidental expenses (as such terms are defined in the Special Tax Ordinance), and the City Council is desirous to establish the specific rates of the Special Taxes to be collected for the specified Fiscal Year and the portion thereof to be applied to each of the costs of providing the Facilities and incidental expenses and the costs of providing the Services.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amounts of the Special Taxes to be collected for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates of the Special Taxes as set forth above do not exceed the rates previously approved by the qualified electors of the District and authorized by the Special Tax Ordinance.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the Special Taxes for the above specified Fiscal Year and the amount of the Special Taxes to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. The portion of the Special Taxes to be collected for the referenced Fiscal Year (a) to pay the costs of providing the Facilities and incidental expenses shall be 100% of the rates and amounts of the Special Taxes to be collected

for such Fiscal Year as set forth in the attached Exhibit "A", and (b) to pay the costs of providing the Services shall be 0% of the rates and amounts of the Special Taxes to be collected for such Fiscal Year as set forth in the attached Exhibit "A".

SECTION 6. The proceeds of the Special Taxes collected to pay the costs of providing the Facilities and incidental expenses shall be used only to:

(a) pay debt service on all outstanding bonds or other debt (as defined in Section 53317(d) of the Act) issued by the District under the Act and payable from the Special Taxes (the "Bonds");

(b) pay periodic costs on the Bonds, including, but not limited to, credit enhancement and rebate payments on the Bonds;

(c) pay administrative expenses (including costs incurred by the District and the City in the annual levy and collection of the Special Taxes);

(d) provide any amounts required to establish or replenish any reserve fund for the Bonds; and

(e) pay directly for acquisition or construction of Facilities.

SECTION 7. The proceeds of the Special Taxes collected to pay the costs of providing the Services shall be used only to pay the costs of providing such Services.

SECTION 8. The Special Taxes shall be collected in the same manner as ordinary *ad valorem* property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for *ad valorem* taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any Special Taxes.

SECTION 9. All Special Taxes collected to provide costs of providing the Facilities and incidental expenses shall be deposited in the Special Tax Fund of the District. All Special Taxes collected to provide costs of providing the Services shall be deposited in the Government Fund.

SECTION 10. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 39 Special Tax," or by any other suitable designation, the installment of the Special Taxes.

SECTION 11. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 12. The City Council hereby certifies that the levy of the Special Taxes was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 5th day of July 2022.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, California, DO HEREBY CERTIFY that foregoing Resolution No. 2022- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 05, 2022 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2022- duly passed and adopted by the Ontario City Council at their regular meeting held July 05, 2022.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 39
(NEW HAVEN FACILITIES – AREA C)

SPECIAL TAX RATES
FOR FISCAL YEAR 2022-23

Land Use	Residential Floor Area (Sq. Ft.)	FY 2022-23 Tax Rates
Developed Property:		
Single Family Detached Property	<1,701	$1,563.45 per Unit
Single Family Detached Property	1,701-1,900	$1,710.71 per Unit
Single Family Detached Property	1,901-2,100	$2,005.21 per Unit
Single Family Detached Property	2,101-2,300	$2,290.82 per Unit
Single Family Detached Property	2,301-2,500	$2,395.58 per Unit
Single Family Detached Property	2,501-2,700	$2,493.42 per Unit
Single Family Detached Property	2,701-2,900	$2,682.18 per Unit
Single Family Detached Property	2,901-3,100	$2,848.21 per Unit
Single Family Detached Property	3,101-3,300	$2,999.42 per Unit
Single Family Detached Property	3,301-3,500	$3,149.64 per Unit
Single Family Detached Property	3,501-3,700	$3,297.88 per Unit
Single Family Detached Property	3,701-3,900	$3,410.54 per Unit
Single Family Detached Property	>3,900	$3,497.51 per Unit
Single Family Attached Property	<801	$555.41 per Unit
Single Family Attached Property	801-950	$763.94 per Unit
Single Family Attached Property	951-1,100	$1,097.97 per Unit
Single Family Attached Property	1,101-1,300	$1,452.77 per Unit
Single Family Attached Property	1,301-1,500	$1,548.63 per Unit
Single Family Attached Property	1,501-1,700	$1,771.98 per Unit
Single Family Attached Property	1,701-1,900	$1,985.45 per Unit
Single Family Attached Property	>1,900	$2,082.30 per Unit
Other Residential Property		$38,581.31 per Acre
Non-Residential Property		$38,581.31 per Acre
Final Mapped Property		$0.00 per Acre
Undeveloped Property		$0.00 per Acre

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 40 (EMERALD PARK FACILITIES), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2022-23.

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of special taxes (the "Special Taxes") in the City of Ontario Community Facilities District No. 40 (Emerald Park Facilities) (the "District"), all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the "Act"), being Chapter 2.5, Part 1, Division 2, Title 5, of the California Government Code; and

WHEREAS, the City Council did, by the enactment of Ordinance No. 3131 (the "Special Tax Ordinance") as authorized by Section 53340 of the Act, authorize the levy of the Special Taxes to pay the costs of providing the Facilities and Services and incidental expenses (as such terms are defined in the Special Tax Ordinance), and the City Council is desirous to establish the specific rates of the Special Taxes to be collected for the specified Fiscal Year and the portion thereof to be applied to each of the costs of providing the Facilities and incidental expenses and the costs of providing the Services.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amounts of the Special Taxes to be collected for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates of the Special Taxes as set forth above do not exceed the rates previously approved by the qualified electors of the District and authorized by the Special Tax Ordinance.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the Special Taxes for the above specified Fiscal Year and the amount of the Special Taxes to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. The portion of the Special Taxes to be collected for the referenced Fiscal Year (a) to pay the costs of providing the Facilities and incidental expenses shall be 100% of the rates and amounts of the Special Taxes to be collected

for such Fiscal Year as set forth in the attached Exhibit "A", and (b) to pay the costs of providing the Services shall be 0% of the rates and amounts of the Special Taxes to be collected for such Fiscal Year as set forth in the attached Exhibit "A".

SECTION 6. The proceeds of the Special Taxes collected to pay the costs of providing the Facilities and incidental expenses shall be used only to:

(a) pay debt service on all outstanding bonds or other debt (as defined in Section 53317(d) of the Act) issued by the District under the Act and payable from the Special Taxes (the "Bonds");

(b) pay periodic costs on the Bonds, including, but not limited to, credit enhancement and rebate payments on the Bonds;

(c) pay administrative expenses (including costs incurred by the District and the City in the annual levy and collection of the Special Taxes);

(d) provide any amounts required to establish or replenish any reserve fund for the Bonds; and

(e) pay directly for acquisition or construction of Facilities.

SECTION 7. The proceeds of the Special Taxes collected to pay the costs of providing the Services shall be used only to pay the costs of providing such Services.

SECTION 8. The Special Taxes shall be collected in the same manner as ordinary *ad valorem* property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for *ad valorem* taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any Special Taxes.

SECTION 9. All Special Taxes collected to provide costs of providing the Facilities and incidental expenses shall be deposited in the Special Tax Fund of the District. All Special Taxes collected to provide costs of providing the Services shall be deposited in the Government Fund.

SECTION 10. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 40 Special Tax," or by any other suitable designation, the installment of the Special Taxes.

SECTION 11. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 12. The City Council hereby certifies that the levy of the Special Taxes was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 5th day of July 2022.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, California, DO HEREBY CERTIFY that foregoing Resolution No. 2022- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 05, 2022 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2022- duly passed and adopted by the Ontario City Council at their regular meeting held July 05, 2022.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 40
(EMERALD PARK FACILITIES)

SPECIAL TAX RATES
FOR FISCAL YEAR 2022-23

Land Use	Residential Floor Area (Sq. Ft.)	FY 2022-23 Tax Rates
Developed Property:		
Single Family Detached Property	<1,701	$2,073.00 per Unit
Single Family Detached Property	1,701-1,900	$2,147.00 per Unit
Single Family Detached Property	1,901-2,100	$2,305.00 per Unit
Single Family Detached Property	2,101-2,300	$2,508.00 per Unit
Single Family Detached Property	2,301-2,500	$2,626.00 per Unit
Single Family Detached Property	2,501-2,700	$2,793.00 per Unit
Single Family Detached Property	2,701-2,900	$2,942.00 per Unit
Single Family Detached Property	2,901-3,100	$3,100.00 per Unit
Single Family Detached Property	3,101-3,300	$3,258.00 per Unit
Single Family Detached Property	3,301-3,500	$3,416.00 per Unit
Single Family Detached Property	3,501-3,700	$3,574.00 per Unit
Single Family Detached Property	3,701-3,900	$3,732.00 per Unit
Single Family Detached Property	>3,900	$3,890.00 per Unit
Single Family Attached Property	<801	$966.00 per Unit
Single Family Attached Property	801-950	$1,079.00 per Unit
Single Family Attached Property	951-1,100	$1,276.00 per Unit
Single Family Attached Property	1,101-1,300	$1,459.00 per Unit
Single Family Attached Property	1,301-1,500	$1,655.00 per Unit
Single Family Attached Property	1,501-1,700	$1,905.00 per Unit
Single Family Attached Property	1,701-1,900	$2,144.00 per Unit
Single Family Attached Property	>1,900	$2,319.00 per Unit
Other Residential Property		$46,243.00 per Acre
Non-Residential Property		$46,243.00 per Acre
Final Mapped Property		$0.00 per Acre
Undeveloped Property		$0.00 per Acre

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 41 (CANVAS PARK FACILITIES) ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2022-23.

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of special taxes (the "Special Taxes") in the City of Ontario Community Facilities District No. 41 (Canvas Park Facilities) (the "District"), all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the "Act"), being Chapter 2.5, Part 1, Division 2, Title 5, of the California Government Code; and

WHEREAS, the City Council did, by the enactment of Ordinance No. 3161 (the "Special Tax Ordinance") as authorized by Section 53340 of the Act, authorize the levy of the Special Taxes to pay the costs of providing the Facilities and Services and incidental expenses (as such terms are defined in the Special Tax Ordinance), and the City Council is desirous to establish the specific rates of the Special Taxes to be collected for the specified Fiscal Year and the portion thereof to be applied to each of the costs of providing the Facilities and incidental expenses and the costs of providing the Services.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amounts of the Special Taxes to be collected for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates of the Special Taxes as set forth above do not exceed the rates previously approved by the qualified electors of the District and authorized by the Special Tax Ordinance.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the Special Taxes for the above specified Fiscal Year and the amount of the Special Taxes to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. The portion of the Special Taxes to be collected for the referenced Fiscal Year (a) to pay the costs of providing the Facilities and incidental expenses shall be 100% of the rates and amounts of the Special Taxes to be collected for such Fiscal Year as set forth in the attached Exhibit "A", and (b) to pay the costs of providing the Services shall be 0% of the rates and amounts of the Special Taxes to be collected for such Fiscal Year as set forth in the attached Exhibit "A".

SECTION 6. The proceeds of the Special Taxes collected to pay the costs of providing the Facilities and incidental expenses shall be used only to:

(a) pay debt service on all outstanding bonds or other debt (as defined in Section 53317(d) of the Act) issued by the District under the Act and payable from the Special Taxes (the "Bonds");

(b) pay periodic costs on the Bonds, including, but not limited to, credit enhancement and rebate payments on the Bonds;

(c) pay administrative expenses (including costs incurred by the District and the City in the annual levy and collection of the Special Taxes);

(d) provide any amounts required to establish or replenish any reserve fund for the Bonds; and

(e) pay directly for acquisition or construction of Facilities.

SECTION 7. The proceeds of the Special Taxes collected to pay the costs of providing the Services shall be used only to pay the costs of providing such Services.

SECTION 8. The Special Taxes shall be collected in the same manner as ordinary *ad valorem* property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for *ad valorem* taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any Special Taxes.

SECTION 9. All Special Taxes collected to provide costs of providing the Facilities and incidental expenses shall be deposited in the Special Tax Fund of the District. All Special Taxes collected to provide costs of providing the Services shall be deposited in the Government Fund.

SECTION 10. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 41 Special Tax," or by any other suitable designation, the installment of the Special Taxes.

SECTION 11. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 12. The City Council hereby certifies that the levy of the Special Taxes was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 5th day of July 2022.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, California, DO HEREBY CERTIFY that foregoing Resolution No. 2022- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 05, 2022 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2022- duly passed and adopted by the Ontario City Council at their regular meeting held July 05, 2022.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 41
(CANVAS PARK FACILITIES)

SPECIAL TAX RATES
FOR FISCAL YEAR 2022-23

Land Use	Residential Floor Area (Sq. Ft.)	FY 2022-23 Tax Rates
Developed Property:		
Single Family Detached Property	<1,801	$2,293.00 per Unit
Single Family Detached Property	1,801-2,000	$2,378.00 per Unit
Single Family Detached Property	2,001-2,200	$2,491.00 per Unit
Single Family Detached Property	2,201-2,400	$2,612.00 per Unit
Single Family Detached Property	>2,400	$2,653.00 per Unit
Single Family Attached Property	<901	$1,075.00 per Unit
Single Family Attached Property	901-1,100	$1,140.00 per Unit
Single Family Attached Property	1,101-1,300	$1,400.00 per Unit
Single Family Attached Property	1,301-1,500	$1,632.00 per Unit
Single Family Attached Property	1,501-1,700	$1,759.00 per Unit
Single Family Attached Property	1,701-1,900	$1,923.00 per Unit
Single Family Attached Property	>1,900	$2,066.00 per Unit
Single Family Attached Three Story	<751	$711.00 per Unit
Single Family Attached Three Story	751-900	$833.00 per Unit
Single Family Attached Three Story	901-1,050	$1,040.00 per Unit
Single Family Attached Three Story	1,051-1,200	$1,127.00 per Unit
Single Family Attached Three Story	1,201-1,400	$1,251.00 per Unit
Single Family Attached Three Story	1,401-1,600	$1,503.00 per Unit
Single Family Attached Three Story	1,601-1,800	$1,615.00 per Unit
Single Family Attached Three Story	>1,800	$1,717.00 per Unit
Other Residential Property		$43,199.00 per Acre
Non-Residential Property		$43,199.00 per Acre
Final Mapped Property		$0.00 per Acre
Undeveloped Property		$0.00 per Acre

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 42 (WEST HAVEN FACILITIES), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2022-23.

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of special taxes (the "Special Taxes") in the City of Ontario Community Facilities District No. 42 (West Haven Facilities) (the "District"), all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the "Act"), being Chapter 2.5, Part 1, Division 2, Title 5, of the California Government Code; and

WHEREAS, the City Council did, by the enactment of Ordinance No. 3113 (the "Special Tax Ordinance") as authorized by Section 53340 of the Act, authorize the levy of the Special Taxes to pay the costs of providing the Facilities and Services and incidental expenses (as such terms are defined in the Special Tax Ordinance), and the City Council is desirous to establish the specific rates of the Special Taxes to be collected for the specified Fiscal Year and the portion thereof to be applied to each of the costs of providing the Facilities and incidental expenses and the costs of providing the Services.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amounts of the Special Taxes to be collected for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates of the Special Taxes as set forth above do not exceed the rates previously approved by the qualified electors of the District and authorized by the Special Tax Ordinance.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the Special Taxes for the above specified Fiscal Year and the amount of the Special Taxes to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. The portion of the Special Taxes to be collected for the referenced Fiscal Year (a) to pay the costs of providing the Facilities and incidental expenses shall be 100% of the rates and amounts of the Special Taxes to be collected

for such Fiscal Year as set forth in the attached Exhibit "A", and (b) to pay the costs of providing the Services shall be 0% of the rates and amounts of the Special Taxes to be collected for such Fiscal Year as set forth in the attached Exhibit "A".

SECTION 6. The proceeds of the Special Taxes collected to pay the costs of providing the Facilities and incidental expenses shall be used only to:

(a) pay debt service on all outstanding bonds or other debt (as defined in Section 53317(d) of the Act) issued by the District under the Act and payable from the Special Taxes (the "Bonds");

(b) pay periodic costs on the Bonds, including, but not limited to, credit enhancement and rebate payments on the Bonds;

(c) pay administrative expenses (including costs incurred by the District and the City in the annual levy and collection of the Special Taxes);

(d) provide any amounts required to establish or replenish any reserve fund for the Bonds; and

(e) pay directly for acquisition or construction of Facilities.

SECTION 7. The proceeds of the Special Taxes collected to pay the costs of providing the Services shall be used only to pay the costs of providing such Services.

SECTION 8. The Special Taxes shall be collected in the same manner as ordinary *ad valorem* property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for *ad valorem* taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any Special Taxes.

SECTION 9. All Special Taxes collected to provide costs of providing the Facilities and incidental expenses shall be deposited in the Special Tax Fund of the District. All Special Taxes collected to provide costs of providing the Services shall be deposited in the Government Fund.

SECTION 10. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 42 Special Tax," or by any other suitable designation, the installment of the Special Taxes.

SECTION 11. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 12. The City Council hereby certifies that the levy of the Special Taxes was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 5th day of July 2022.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, California, DO HEREBY CERTIFY that foregoing Resolution No. 2022- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 05, 2022 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2022- duly passed and adopted by the Ontario City Council at their regular meeting held July 05, 2022.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 42
(WEST HAVEN FACILITIES)

SPECIAL TAX RATES
FOR FISCAL YEAR 2022-23

Land Use	Residential Floor Area (Sq. Ft.)	FY 2022-23 Tax Rates
Developed Property:		
Single Family Property	<1,901	$2,453.00 per Unit
Single Family Property	1,901-2,100	$2,542.00 per Unit
Single Family Property	2,101-2,300	$2,709.00 per Unit
Single Family Property	2,301-2,500	$2,886.00 per Unit
Single Family Property	2,501-2,700	$3,063.00 per Unit
Single Family Property	2,701-2,900	$3,237.00 per Unit
Single Family Property	2,901-3,100	$3,411.00 per Unit
Single Family Property	3,101-3,300	$3,584.00 per Unit
Single Family Property	3,301-3,500	$3,758.00 per Unit
Single Family Property	>3,500	$3,832.00 per Unit
Other Property		$33,755.00 per Acre
Non-Residential Property		$33,755.00 per Acre
Final Mapped Property		$0.00 per Acre
Undeveloped Property		$0.00 per Acre

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 43 (PARK PLACE FACILITIES PHASE IV), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2022-23.

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of special taxes (the "Special Taxes") in the City of Ontario Community Facilities District No. 43 (Park Place Facilities Phase IV) (the "District"), all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the "Act"), being Chapter 2.5, Part 1, Division 2, Title 5, of the California Government Code; and

WHEREAS, the City Council did, by the enactment of Ordinance No. 3114 (the "Special Tax Ordinance") as authorized by Section 53340 of the Act, authorize the levy of the Special Taxes to pay the costs of providing the Facilities and Services and incidental expenses (as such terms are defined in the Special Tax Ordinance), and the City Council is desirous to establish the specific rates of the Special Taxes to be collected for the specified Fiscal Year and the portion thereof to be applied to each of the costs of providing the Facilities and incidental expenses and the costs of providing the Services.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amounts of the Special Taxes to be collected for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates of the Special Taxes as set forth above do not exceed the rates previously approved by the qualified electors of the District and authorized by the Special Tax Ordinance.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the Special Taxes for the above specified Fiscal Year and the amount of the Special Taxes to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. The portion of the Special Taxes to be collected for the referenced Fiscal Year (a) to pay the costs of providing the Facilities and incidental expenses shall be 100% of the rates and amounts of the Special Taxes to be collected

for such Fiscal Year as set forth in the attached Exhibit "A", and (b) to pay the costs of providing the Services shall be 0% of the rates and amounts of the Special Taxes to be collected for such Fiscal Year as set forth in the attached Exhibit "A".

SECTION 6. The proceeds of the Special Taxes collected to pay the costs of providing the Facilities and incidental expenses shall be used only to:

(a) pay debt service on all outstanding bonds or other debt (as defined in Section 53317(d) of the Act) issued by the District under the Act and payable from the Special Taxes (the "Bonds");

(b) pay periodic costs on the Bonds, including, but not limited to, credit enhancement and rebate payments on the Bonds;

(c) pay administrative expenses (including costs incurred by the District and the City in the annual levy and collection of the Special Taxes);

(d) provide any amounts required to establish or replenish any reserve fund for the Bonds; and

(e) pay directly for acquisition or construction of Facilities.

SECTION 7. The proceeds of the Special Taxes collected to pay the costs of providing the Services shall be used only to pay the costs of providing such Services.

SECTION 8. The Special Taxes shall be collected in the same manner as ordinary *ad valorem* property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for *ad valorem* taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any Special Taxes.

SECTION 9. All Special Taxes collected to provide costs of providing the Facilities and incidental expenses shall be deposited in the Special Tax Fund of the District. All Special Taxes collected to provide costs of providing the Services shall be deposited in the Government Fund.

SECTION 10. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 43 Special Tax," or by any other suitable designation, the installment of the Special Taxes.

SECTION 11. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 12. The City Council hereby certifies that the levy of the Special Taxes was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 5th day of July 2022.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, California, DO HEREBY CERTIFY that foregoing Resolution No. 2022- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 05, 2022 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2022- duly passed and adopted by the Ontario City Council at their regular meeting held July 05, 2022.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 43
(PARK PLACE FACILITIES PHASE IV)

SPECIAL TAX RATES
FOR FISCAL YEAR 2022-23

Land Use	Residential Floor Area (Sq. Ft.)	FY 2022-23 Tax Rates
Developed Property:		
Residential Property		
Single Family Detached Property	<1,701	$2,282.00 per Unit
Single Family Detached Property	1,701-1,800	$2,366.00 per Unit
Single Family Detached Property	1,801-1,900	$2,449.00 per Unit
Single Family Detached Property	1,901-2,000	$2,502.00 per Unit
Single Family Detached Property	2,001-2,100	$2,616.00 per Unit
Single Family Detached Property	2,101-2,200	$2,666.00 per Unit
Single Family Detached Property	2,201-2,300	$2,823.00 per Unit
Single Family Detached Property	2,301-2,400	$2,830.00 per Unit
Single Family Detached Property	2,401-2,500	$2,990.00 per Unit
Single Family Detached Property	2,501-2,600	$3,073.00 per Unit
Single Family Detached Property	2,601-2,700	$3,156.00 per Unit
Single Family Detached Property	2,701-2,800	$3,240.00 per Unit
Single Family Detached Property	2,801-2,900	$3,282.00 per Unit
Single Family Detached Property	2,901-3,000	$3,406.00 per Unit
Single Family Detached Property	3,001-3,100	$3,448.00 per Unit
Single Family Detached Property	3,101-3,200	$3,573.00 per Unit
Single Family Detached Property	3,201-3,300	$3,615.00 per Unit
Single Family Detached Property	3,301-3,400	$3,739.00 per Unit
Single Family Detached Property	>3,400	$3,782.00 per Unit
One Story Property	<2,301	$3,185.00 per Unit
One Story Property	2,301-2,400	$3,252.00 per Unit
One Story Property	2,401-2,500	$3,346.00 per Unit
One Story Property	2,501-2,600	$3,389.00 per Unit
One Story Property	2,601-2,700	$3,442.00 per Unit
One Story Property	2,701-2,800	$3,521.00 per Unit
One Story Property	>2,800	$3,588.00 per Unit

	Tract		
Other Property	18065	$34,777.00	per Acre
Other Property	18066	$30,226.00	per Acre
Other Property	18067	$24,095.00	per Acre
Other Property	18068	$35,974.00	per Acre
Other Property	18081	$35,386.00	per Acre
Final Mapped Property	18065	$0.00	per Acre
Final Mapped Property	18066	$0.00	per Acre
Final Mapped Property	18067	$0.00	per Acre
Final Mapped Property	18068	$0.00	per Acre
Final Mapped Property	18081	$0.00	per Acre
Undeveloped Property	18065	$0.00	per Acre
Undeveloped Property	18066	$0.00	per Acre
Undeveloped Property	18067	$0.00	per Acre
Undeveloped Property	18068	$0.00	per Acre
Undeveloped Property	18081	$0.00	per Acre

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 44 (ESPERANZA SERVICES), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2022-23.

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of a special tax in a community facilities district, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the “Act”), being Chapter 2.5, Part 1, Division 2, Title 5, of the Government Code of the State of California. This Community Facilities District is designated as City of Ontario Community Facilities District No. 44 (Esperanza Services) (hereinafter referred to as "District"); and

WHEREAS, the City Council did, acting as the legislative body of the District, by the enactment of Ordinance No. 3124 (the "Special Tax Ordinance") as authorized by Section 53340 of the Government Code of the State of California, authorize the levy of a special tax to pay for costs and expenses related to the District, and this legislative body is desirous to establish the specific rates of the special tax to be collected for the specified Fiscal Year.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amount of the special tax to be collected to pay for the costs and expenses (as defined in Section 5 below) for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates as set forth above does not exceed the amount as previously authorized by the Special Tax Ordinance of this legislative body, and is not in excess of that as previously approved by the qualified electors of the District.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the special tax for the above specified Fiscal Year and the amount of the special tax to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. That the proceeds of the special tax shall be used only to pay the following costs and expenses:

(a) Costs of those services authorized to be financed by the District;

(b) Costs incurred by the District and the City in the annual levy and collection of the special taxes;

(c) Administrative costs of the District; and

(d) Any incidental expenses authorized to be financed by the District.

SECTION 6. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax.

SECTION 7. All monies above collected shall be paid into the Community Facilities District No. 44 Fund.

SECTION 8. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 44 Special Tax," or by any other suitable designation, the installment of the special tax.

SECTION 9. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 10. This legislative body hereby certifies that the levy of the special tax was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 5th day of July 2022.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2022- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 05, 2022 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2022- duly passed and adopted by the Ontario City Council at their regular meeting held July 05, 2022.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 44
(ESPERANZA SERVICES)

SPECIAL TAX RATES
FOR FISCAL YEAR 2022-23

Land Use	FY 2022-23 Tax Rates
Residential Property:	
Single Family Detached	$1,443.71 per Unit
Multiple Family	$1,251.45 per Unit
Gated Apartment Community	$1,049.40 per Unit
Non-Residential Property	$0.267000 per Sq. Ft.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 45 (NORTHPARK AND COUNTRYSIDE), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2022-23.

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of special taxes (the "Special Taxes") in the City of Ontario Community Facilities District No. 45 (Northpark and Countryside) (the "District"), all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the "Act"), being Chapter 2.5, Part 1, Division 2, Title 5, of the California Government Code; and

WHEREAS, the City Council did, by the enactment of Ordinance No. 3105 (the "Special Tax Ordinance") as authorized by Section 53340 of the Act, authorize the levy of the Special Taxes to pay the costs of providing the Facilities and Services and incidental expenses (as such terms are defined in the Special Tax Ordinance), and the City Council is desirous to establish the specific rates of the Special Taxes to be collected for the specified Fiscal Year and the portion thereof to be applied to each of the costs of providing the Facilities and incidental expenses and the costs of providing the Services; and

WHEREAS, the Special Taxes consist of a "Special Tax A" (the "Special Tax A"), which were authorized to pay the costs of providing the Facilities and Services and incidental expenses, and a "Special Tax B" (the "Special Tax B"), which were authorized to pay the costs of providing the Services and incidental expenses.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amounts of each of Special Tax A and Special Tax B to be collected for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates of each of Special Tax A and Special Tax B as set forth above do not exceed the respective rates previously approved by the qualified electors of the District and authorized by the Special Tax Ordinance.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the Special Taxes for the above specified Fiscal Year and the amount of the Special Taxes to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but

not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. The portion of Special Tax A to be collected for the referenced Fiscal Year (a) to pay the costs of providing the Facilities and incidental expenses shall be 100% of the rates and amounts of Special Tax A to be collected for such Fiscal Year as set forth in the attached Exhibit "A", and (b) to pay the costs of providing the Services shall be 0% of the rates and amounts of Special Tax A to be collected for such Fiscal Year as set forth in the attached Exhibit "A".

SECTION 6. The proceeds of Special Tax A collected to pay the costs of providing the Facilities and incidental expenses shall be used only to:

(a) pay debt service on all outstanding bonds or other debt (as defined in Section 53317(d) of the Act) issued by the District under the Act and payable from Special Tax A (the "Bonds");

(b) pay periodic costs on the Bonds, including, but not limited to, credit enhancement and rebate payments on the Bonds;

(c) pay a pro rata share of administrative expenses (including costs incurred by the District and the City in the annual levy and collection of the Special Taxes);

(d) provide any amounts required to establish or replenish any reserve fund for the Bonds; and

(e) pay directly for acquisition or construction of Facilities.

SECTION 7. The proceeds of Special Tax A collected to pay the costs of providing the Services shall be used only to pay the costs of providing such Services.

SECTION 8. The proceeds of Special Tax B collected to pay the costs of providing the Services and incidental expenses shall be used only to pay the costs of Services and a pro rata share of administrative expenses (including costs incurred by the District and the City in the annual levy and collection of the Special Taxes).

SECTION 9. The Special Taxes shall be collected in the same manner as ordinary *ad valorem* property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for *ad valorem* taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any Special Taxes.

SECTION 10. All Special Tax A amounts collected to provide costs of providing the Facilities and incidental expenses shall be deposited in the Special Tax Fund of the District. All Special Tax A amounts collected to provide costs of providing the Services shall be deposited in the Government Fund.

All Special Tax B amounts collected shall be deposited in the Government Fund.

SECTION 11. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 45 Special Tax A," or by any other suitable designation, the installment of Special Tax A.

The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 45 Special Tax B," or by any other suitable designation, the installment of Special Tax B.

SECTION 12. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 13. The City Council hereby certifies that the levy of the Special Taxes was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 5th day of July 2022.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, California, DO HEREBY CERTIFY that foregoing Resolution No. 2022- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 05, 2022 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2022- duly passed and adopted by the Ontario City Council at their regular meeting held July 05, 2022.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 45
(NORTHPARK AND COUNTRYSIDE)

SPECIAL TAX RATES
FOR FISCAL YEAR 2022-23

ANNUAL FACILITIES SPECIAL TAX A RATES

Land Use	Residential Floor Area (Sq. Ft.)	FY 2022-23 Tax Rates A	
Developed Property:			
Single Family Property	<1,701	$2,063.00	per Unit
Single Family Property	1,701-1,900	$2,216.00	per Unit
Single Family Property	1,901-2,100	$2,334.00	per Unit
Single Family Property	2,101-2,300	$2,513.00	per Unit
Single Family Property	2,301-2,500	$2,754.00	per Unit
Single Family Property	2,501-2,700	$2,879.00	per Unit
Single Family Property	2,701-2,900	$2,904.00	per Unit
Single Family Property	2,901-3,100	$3,234.00	per Unit
Single Family Property	>3,100	$3,415.00	per Unit
Other Residential Property	N/A	$25,989.00	per Acre
Non-Residential Property	N/A	$25,989.00	per Acre
Final Mapped Property		$0.00	per Acre
Undeveloped Property		$0.00	per Acre

ANNUAL SERVICES SPECIAL TAX B RATES

Developed Property Land Use	FY 2022-23 Tax Rates B
Residential Property:	
Single Family	$1,443.71 per Unit
Multiple Family	$1,251.45 per Unit
Gated Apartment Community	$1,049.40 per Unit
Non-Residential Property	$0.267100 per Sq. Ft.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 46 (AVENUE 176 FACILITIES) ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2022-23.

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of special taxes (the "Special Taxes") in the City of Ontario Community Facilities District No. 46 (Avenue 176 Facilities) (the "District"), all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the "Act"), being Chapter 2.5, Part 1, Division 2, Title 5, of the California Government Code; and

WHEREAS, the City Council did, by the enactment of Ordinance No. 3149 (the "Special Tax Ordinance") as authorized by Section 53340 of the Act, authorize the levy of the Special Taxes to pay the costs of providing the Facilities and Services and incidental expenses (as such terms are defined in the Special Tax Ordinance), and the City Council is desirous to establish the specific rates of the Special Taxes to be collected for the specified Fiscal Year and the portion thereof to be applied to each of the costs of providing the Facilities and incidental expenses and the costs of providing the Services.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amounts of the Special Taxes to be collected for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates of the Special Taxes as set forth above do not exceed the rates previously approved by the qualified electors of the District and authorized by the Special Tax Ordinance.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the Special Taxes for the above specified Fiscal Year and the amount of the Special Taxes to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. The portion of the Special Taxes to be collected for the referenced Fiscal Year (a) to pay the costs of providing the Facilities and incidental expenses shall be 100% of the rates and amounts of the Special Taxes to be collected

for such Fiscal Year as set forth in the attached Exhibit "A", and (b) to pay the costs of providing the Services shall be 0% of the rates and amounts of the Special Taxes to be collected for such Fiscal Year as set forth in the attached Exhibit "A".

SECTION 6. The proceeds of the Special Taxes collected to pay the costs of providing the Facilities and incidental expenses shall be used only to:

(a) pay debt service on all outstanding bonds or other debt (as defined in Section 53317(d) of the Act) issued by the District under the Act and payable from the Special Taxes (the "Bonds");

(b) pay periodic costs on the Bonds, including, but not limited to, credit enhancement and rebate payments on the Bonds;

(c) pay administrative expenses (including costs incurred by the District and the City in the annual levy and collection of the Special Taxes);

(d) provide any amounts required to establish or replenish any reserve fund for the Bonds; and

(e) pay directly for acquisition or construction of Facilities.

SECTION 7. The proceeds of the Special Taxes collected to pay the costs of providing the Services shall be used only to pay the costs of providing such Services.

SECTION 8. The Special Taxes shall be collected in the same manner as ordinary *ad valorem* property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for *ad valorem* taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any Special Taxes.

SECTION 9. All Special Taxes collected to provide costs of providing the Facilities and incidental expenses shall be deposited in the Special Tax Fund of the District. All Special Taxes collected to provide costs of providing the the Services shall be deposited in the Government Fund.

SECTION 10. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 46 Special Tax," or by any other suitable designation, the installment of the Special Taxes.

SECTION 11. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 12. The City Council hereby certifies that the levy of the Special Taxes was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 5th day of July 2022.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, California, DO HEREBY CERTIFY that foregoing Resolution No. 2022- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 05, 2022 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2022- duly passed and adopted by the Ontario City Council at their regular meeting held July 05, 2022.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 46
(AVENUE 176 FACILITIES)

SPECIAL TAX RATES
FOR FISCAL YEAR 2022-23

Land Use	Residential Floor Area (Sq. Ft.)	FY 2022-23 Tax Rates	
Developed Property:			
Single Family Property	<2,151	$2,167.00	per Unit
Single Family Property	2,151-2,350	$2,274.00	per Unit
Single Family Property	2,351-2,550	$2,751.00	per Unit
Single Family Property	2,551-2,750	$2,879.00	per Unit
Single Family Property	2,751-2,950	$3,141.00	per Unit
Single Family Property	2,951-3,150	$3,275.00	per Unit
Single Family Property	3,151-3,350	$3,416.00	per Unit
Single Family Property	3,351-3,550	$3,666.00	per Unit
Single Family Property	>3,550	$3,901.00	per Unit
Other Residential Property		$26,735.00	per Acre
Non-Residential Property		$26,735.00	per Acre
Final Mapped Property		$0.00	per Acre
Undeveloped Property		$0.00	per Acre

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 47 (COLONY COMMERCE CENTER WEST I SERVICES), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2022-23.

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of a special tax in a community facilities district, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the “Act”), being Chapter 2.5, Part 1, Division 2, Title 5, of the Government Code of the State of California. This Community Facilities District is designated as City of Ontario Community Facilities District No. 47 (Colony Commerce Center West I Services) (hereinafter referred to as "District"); and

WHEREAS, the City Council did, acting as the legislative body of the District, by the enactment of Ordinance No. 3107 (the "Special Tax Ordinance") as authorized by Section 53340 of the Government Code of the State of California, authorize the levy of a special tax to pay for costs and expenses related to the District, and this legislative body is desirous to establish the specific rates of the special tax to be collected for the specified Fiscal Year.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amount of the special tax to be collected to pay for the costs and expenses (as defined in Section 5 below) for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates as set forth above does not exceed the amount as previously authorized by the Special Tax Ordinance of this legislative body, and is not in excess of that as previously approved by the qualified electors of the District.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the special tax for the above specified Fiscal Year and the amount of the special tax to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. That the proceeds of the special tax shall be used only to pay the following costs and expenses:

(a) Costs of providing services authorized to be financed by the District;

(b) Costs incurred by the District and the City in the annual levy and collection of the special taxes;

(c) Administrative costs of the District; and

(d) Any incidental expenses authorized to be financed by the District.

SECTION 6. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax.

SECTION 7. All monies above collected shall be paid into the Community Facilities District No. 47 Fund.

SECTION 8. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 47 Special Tax," or by any other suitable designation, the installment of the special tax.

SECTION 9. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 10. This legislative body hereby certifies that the levy of the special tax was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 5th day of July 2022.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2022- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 05, 2022 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2022- duly passed and adopted by the Ontario City Council at their regular meeting held July 05, 2022.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 47
(COLONY COMMERCE CENTER WEST I SERVICES)

SPECIAL TAX RATES
FOR FISCAL YEAR 2022-23

Land Use	FY 2022-23 Tax Rates
Residential Property:	
Single Family Detached	$1,423.41 per Unit
Multiple Family	$1,233.85 per Unit
Gated Apartment Community	$1,034.65 per Unit
Non-Residential Property	$0.263269 per Sq. Ft.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 48 (TEVELDE SERVICES), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2022-23.

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of a special tax in a community facilities district, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the “Act”), being Chapter 2.5, Part 1, Division 2, Title 5, of the Government Code of the State of California. This Community Facilities District is designated as City of Ontario Community Facilities District No. 48 (Tevelde Services) (hereinafter referred to as "District"); and

WHEREAS, the City Council did, acting as the legislative body of the District, by the enactment of Ordinance No. 3127 (the "Special Tax Ordinance") as authorized by Section 53340 of the Government Code of the State of California, authorize the levy of a special tax to pay for costs and expenses related to the District, and this legislative body is desirous to establish the specific rates of the special tax to be collected for the specified Fiscal Year.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amount of the special tax to be collected to pay for the costs and expenses (as defined in Section 5 below) for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates as set forth above does not exceed the amount as previously authorized by the Special Tax Ordinance of this legislative body, and is not in excess of that as previously approved by the qualified electors of the District.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the special tax for the above specified Fiscal Year and the amount of the special tax to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. That the proceeds of the special tax shall be used only to pay the following costs and expenses:

(a) Costs of those services authorized to be financed by the District;

(b) Costs incurred by the District and the City in the annual levy and collection of the special taxes;

(c) Administrative costs of the District; and

(d) Any incidental expenses authorized to be financed by the District.

SECTION 6. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax.

SECTION 7. All monies above collected shall be paid into the Community Facilities District No. 48 Fund.

SECTION 8. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 48 Special Tax," or by any other suitable designation, the installment of the special tax.

SECTION 9. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 10. This legislative body hereby certifies that the levy of the special tax was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 5th day of July 2022.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2022- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 05, 2022 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2022- duly passed and adopted by the Ontario City Council at their regular meeting held July 05, 2022.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 48
(TEVELDE SERVICES)

SPECIAL TAX RATES
FOR FISCAL YEAR 2022-23

Land Use	FY 2022-23 Tax Rates
Residential Property:	
Single Family	$1,443.71 per Unit
Multiple Family	$1,251.16 per Unit
Gated Apartment Community	$1,049.19 per Unit
Non-Residential Property	$0.265300 per Sq. Ft.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 49 (AVENUE 176 SERVICES), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2022-23.

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of a special tax in a community facilities district, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the “Act”), being Chapter 2.5, Part 1, Division 2, Title 5, of the Government Code of the State of California. This Community Facilities District is designated as City of Ontario Community Facilities District No. 49 (Avenue 176 Services) (hereinafter referred to as "District"); and

WHEREAS, the City Council did, acting as the legislative body of the District, by the enactment of Ordinance No. 3139 (the "Special Tax Ordinance") as authorized by Section 53340 of the Government Code of the State of California, authorize the levy of a special tax to pay for costs and expenses related to the District, and this legislative body is desirous to establish the specific rates of the special tax to be collected for the specified Fiscal Year.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amount of the special tax to be collected to pay for the costs and expenses (as defined in Section 5 below) for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates as set forth above does not exceed the amount as previously authorized by the Special Tax Ordinance of this legislative body, and is not in excess of that as previously approved by the qualified electors of the District.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the special tax for the above specified Fiscal Year and the amount of the special tax to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. That the proceeds of the special tax shall be used only to pay the following costs and expenses:

(a) Costs of those services authorized to be financed by the District;

(b) Costs incurred by the District and the City in the annual levy and collection of the special taxes;

(c) Administrative costs of the District; and

(d) Any incidental expenses authorized to be financed by the District.

SECTION 6. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax.

SECTION 7. All monies above collected shall be paid into the Community Facilities District No. 49 Fund.

SECTION 8. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 49 Special Tax," or by any other suitable designation, the installment of the special tax.

SECTION 9. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 10. This legislative body hereby certifies that the levy of the special tax was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 5th day of July 2022.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2022- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 05, 2022 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2022- duly passed and adopted by the Ontario City Council at their regular meeting held July 05, 2022.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 49
(AVENUE 176 SERVICES)

SPECIAL TAX RATES
FOR FISCAL YEAR 2022-23

Land Use	FY 2022-23 Tax Rates
Residential Property:	
Single Family Detached	$1,443.71 per Unit
Multiple Family	$1,251.16 per Unit
Gated Apartment Community	$1,049.20 per Unit
Non-Residential Property	$0.265300 per Sq. Ft.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 50 (WEST ONTARIO LOGISTICS CENTER SERVICES), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2022-23.

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of a special tax in a community facilities district, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the “Act”), being Chapter 2.5, Part 1, Division 2, Title 5, of the Government Code of the State of California. This Community Facilities District is designated as City of Ontario Community Facilities District No. 50 (West Ontario Logistics Center Services) (hereinafter referred to as "District"); and

WHEREAS, the City Council did, acting as the legislative body of the District, by the enactment of Ordinance No. 3132 (the "Special Tax Ordinance") as authorized by Section 53340 of the Government Code of the State of California, authorize the levy of a special tax to pay for costs and expenses related to the District, and this legislative body is desirous to establish the specific rates of the special tax to be collected for the specified Fiscal Year.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amount of the special tax to be collected to pay for the costs and expenses (as defined in Section 5 below) for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates as set forth above does not exceed the amount as previously authorized by the Special Tax Ordinance of this legislative body, and is not in excess of that as previously approved by the qualified electors of the District.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the special tax for the above specified Fiscal Year and the amount of the special tax to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. That the proceeds of the special tax shall be used only to pay the following costs and expenses:

(a) Costs of those services authorized to be financed by the District;

(b) Costs incurred by the District and the City in the annual levy and collection of the special taxes;

(c) Administrative costs of the District; and

(d) Any incidental expenses authorized to be financed by the District.

SECTION 6. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax.

SECTION 7. All monies above collected shall be paid into the Community Facilities District No. 50 Fund.

SECTION 8. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 50 Special Tax," or by any other suitable designation, the installment of the special tax.

SECTION 9. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 10. This legislative body hereby certifies that the levy of the special tax was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 5th day of July 2022.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2022- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 05, 2022 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2022- duly passed and adopted by the Ontario City Council at their regular meeting held July 05, 2022.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 50
(WEST ONTARIO LOGISTICS CENTER SERVICES)

SPECIAL TAX RATES
FOR FISCAL YEAR 2022-23

Land Use	FY 2022-23 Tax Rates
Residential Property:	
Single Family Detached	$1,432.69 per Unit
Multiple Family	$1,241.61 per Unit
Gated Apartment Community	$1,041.19 per Unit
Non-Residential Property	$0.263269 per Sq. Ft.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 51 (ONTARIO RANCH LOGISTICS CENTER SERVICES), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2022-23.

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of a special tax in a community facilities district, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the “Act”), being Chapter 2.5, Part 1, Division 2, Title 5, of the Government Code of the State of California. This Community Facilities District is designated as City of Ontario Community Facilities District No. 51 (Ontario Ranch Logistics Center Services) (hereinafter referred to as "District"); and

WHEREAS, the City Council did, acting as the legislative body of the District, by the enactment of Ordinance No. 3140 (the "Special Tax Ordinance") as authorized by Section 53340 of the Government Code of the State of California, authorize the levy of a special tax to pay for costs and expenses related to the District, and this legislative body is desirous to establish the specific rates of the special tax to be collected for the specified Fiscal Year.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amount of the special tax to be collected to pay for the costs and expenses (as defined in Section 5 below) for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates as set forth above does not exceed the amount as previously authorized by the Special Tax Ordinance of this legislative body, and is not in excess of that as previously approved by the qualified electors of the District.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the special tax for the above specified Fiscal Year and the amount of the special tax to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. That the proceeds of the special tax shall be used only to pay the following costs and expenses:

(a) Costs of those services authorized to be financed by the District;

(b) Costs incurred by the District and the City in the annual levy and collection of the special taxes;

(c) Administrative costs of the District; and

(d) Any incidental expenses authorized to be financed by the District.

SECTION 6. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax.

SECTION 7. All monies above collected shall be paid into the Community Facilities District No. 51 Fund.

SECTION 8. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 51 Special Tax," or by any other suitable designation, the installment of the special tax.

SECTION 9. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 10. This legislative body hereby certifies that the levy of the special tax was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 5th day of July 2022.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2022- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 05, 2022 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2022- duly passed and adopted by the Ontario City Council at their regular meeting held July 05, 2022.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 51
(ONTARIO RANCH LOGISTICS CENTER SERVICES)

SPECIAL TAX RATES
FOR FISCAL YEAR 2022-23

Land Use	FY 2022-23 Tax Rates
Residential Property:	
Single Family Detached	$1,432.69 per Unit
Multiple Family	$1,241.61 per Unit
Gated Apartment Community	$1,041.19 per Unit
Non-Residential Property	$0.263269 per Sq. Ft.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 53 (TEVELDE FACILITIES), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2022-23.

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of special taxes (the "Special Taxes") in the City of Ontario Community Facilities District No. 53 (Tevelde Facilities) (the "District"), all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the "Act"), being Chapter 2.5, Part 1, Division 2, Title 5, of the California Government Code; and

WHEREAS, the City Council did, by the enactment of Ordinance No. 3158 (the "Special Tax Ordinance") as authorized by Section 53340 of the Act, authorize the levy of the Special Taxes to pay the costs of providing the Facilities and Services and incidental expenses (as such terms are defined in the Special Tax Ordinance), and the City Council is desirous to establish the specific rates of the Special Taxes to be collected for the specified Fiscal Year and the portion thereof to be applied to each of the costs of providing the Facilities and incidental expenses and the costs of providing the Services.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amounts of the Special Taxes to be collected for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates of the Special Taxes as set forth above do not exceed the rates previously approved by the qualified electors of the District and authorized by the Special Tax Ordinance.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the Special Taxes for the above specified Fiscal Year and the amount of the Special Taxes to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. The portion of the Special Taxes to be collected for the referenced Fiscal Year (a) to pay the costs of providing the Facilities and incidental expenses shall be 100% of the rates and amounts of the Special Taxes to be collected

for such Fiscal Year as set forth in the attached Exhibit "A", and (b) to pay the costs of providing the Services shall be 0% of the rates and amounts of the Special Taxes to be collected for such Fiscal Year as set forth in the attached Exhibit "A".

SECTION 6. The proceeds of the Special Taxes collected to pay the costs of providing the Facilities and incidental expenses shall be used only to:

(a) pay debt service on all outstanding bonds or other debt (as defined in Section 53317(d) of the Act) issued by the District under the Act and payable from the Special Taxes (the "Bonds");

(b) pay periodic costs on the Bonds, including, but not limited to, credit enhancement and rebate payments on the Bonds;

(c) pay administrative expenses (including costs incurred by the District and the City in the annual levy and collection of the Special Taxes);

(d) provide any amounts required to establish or replenish any reserve fund for the Bonds; and

(e) pay directly for acquisition or construction of Facilities.

SECTION 7. The proceeds of the Special Taxes collected to pay the costs of providing the Services shall be used only to pay the costs of providing such Services.

SECTION 8. The Special Taxes shall be collected in the same manner as ordinary *ad valorem* property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for *ad valorem* taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any Special Taxes.

SECTION 9. All Special Taxes collected to provide costs of providing the Facilities and incidental expenses shall be deposited in the Special Tax Fund of the District All Special Taxes collected to provide costs of providing the Services shall be deposited in the Government Fund.

SECTION 10. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 53 Special Tax," or by any other suitable designation, the installment of the Special Taxes.

SECTION 11. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 12. The City Council hereby certifies that the levy of the Special Taxes was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 5th day of July 2022.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, California, DO HEREBY CERTIFY that foregoing Resolution No. 2022- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 05, 2022 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2022- duly passed and adopted by the Ontario City Council at their regular meeting held July 05, 2022.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 53
(TEVELDE FACILITIES)

SPECIAL TAX RATES
FOR FISCAL YEAR 2022-23

Land Use	Residential Floor Area (Sq. Ft.)	FY 2022-23 Tax Rates
Developed Property:		
Single Family Detached Property	<2,201	$2,529.00 per Unit
Single Family Detached Property	2,201-2,300	$2,642.00 per Unit
Single Family Detached Property	2,301-2,400	$2,798.00 per Unit
Single Family Detached Property	2,401-2,500	$2,956.00 per Unit
Single Family Detached Property	2,501-2,600	$3,049.00 per Unit
Single Family Detached Property	2,601-2,700	$3,094.00 per Unit
Single Family Detached Property	2,701-2,800	$3,260.00 per Unit
Single Family Detached Property	2,801-2,900	$3,329.00 per Unit
Single Family Detached Property	2,901-3,000	$3,484.00 per Unit
Single Family Detached Property	3,001-3,100	$3,639.00 per Unit
Single Family Detached Property	3,101-3,200	$3,657.00 per Unit
Single Family Detached Property	3,201-3,300	$3,770.00 per Unit
Single Family Detached Property	3,301-3,400	$3,974.00 per Unit
Single Family Detached Property	3,401-3,500	$3,998.00 per Unit
Single Family Detached Property	3,501-3,600	$4,108.00 per Unit
Single Family Detached Property	3,601-3,700	$4,221.00 per Unit
Single Family Detached Property	3,701-3,800	$4,356.00 per Unit
Single Family Detached Property	>3,800	$4,437.00 per Unit
One Story Property	<2,201	$2,946.00 per Unit
One Story Property	2,201-2,300	$3,042.00 per Unit
One Story Property	2,301-2,400	$3,123.00 per Unit
One Story Property	>2,400	$3,198.00 per Unit

	Tract	
Other Property	18929	$33,652.00 per Acre
Other Property	18930	$33,652.00 per Acre
Final Mapped Property	18929	$0.00 per Acre
Final Mapped Property	18930	$0.00 per Acre
Undeveloped Property	18929	$0.00 per Acre
Undeveloped Property	18930	$0.00 per Acre

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 54 (ESPERANZA FACILITIES), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2022-23.

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of special taxes (the "Special Taxes") in the City of Ontario Community Facilities District No. 54 (Esperanza Facilities) (the "District"), all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the "Act"), being Chapter 2.5, Part 1, Division 2, Title 5, of the California Government Code; and

WHEREAS, the City Council did, by the enactment of Ordinance No. 3162 (the "Special Tax Ordinance") as authorized by Section 53340 of the Act, authorize the levy of the Special Taxes to pay the costs of providing the Facilities and Services and incidental expenses (as such terms are defined in the Special Tax Ordinance), and the City Council is desirous to establish the specific rates of the Special Taxes to be collected for the specified Fiscal Year and the portion thereof to be applied to each of the costs of providing the Facilities and incidental expenses and the costs of providing the Services.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amounts of the Special Taxes to be collected for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates of the Special Taxes as set forth above do not exceed the rates previously approved by the qualified electors of the District and authorized by the Special Tax Ordinance.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the Special Taxes for the above specified Fiscal Year and the amount of the Special Taxes to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. The portion of the Special Taxes to be collected for the referenced Fiscal Year (a) to pay the costs of providing the Facilities and incidental expenses shall be 100% of the rates and amounts of the Special Taxes to be collected

for such Fiscal Year as set forth in the attached Exhibit "A", and (b) to pay the costs of providing the Services shall be 0% of the rates and amounts of the Special Taxes to be collected for such Fiscal Year as set forth in the attached Exhibit "A".

SECTION 6. The proceeds of the Special Taxes collected to pay the costs of providing the Facilities and incidental expenses shall be used only to:

(a) pay debt service on all outstanding bonds or other debt (as defined in Section 53317(d) of the Act) issued by the District under the Act and payable from the Special Taxes (the "Bonds");

(b) pay periodic costs on the Bonds, including, but not limited to, credit enhancement and rebate payments on the Bonds;

(c) pay administrative expenses (including costs incurred by the District and the City in the annual levy and collection of the Special Taxes);

(d) provide any amounts required to establish or replenish any reserve fund for the Bonds; and

(e) pay directly for acquisition or construction of Facilities.

SECTION 7. The proceeds of the Special Taxes collected to pay the costs of providing the Services shall be used only to pay the costs of providing such Services.

SECTION 8. The Special Taxes shall be collected in the same manner as ordinary *ad valorem* property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for *ad valorem* taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any Special Taxes.

SECTION 9. All Special Taxes collected to provide costs of providing the Facilities and incidental expenses shall be deposited in the Special Tax Fund of the District. All Special Taxes collected to provide costs of providing the Services shall be deposited in the Government Fund.

SECTION 10. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 54 Special Tax," or by any other suitable designation, the installment of the Special Taxes.

SECTION 11. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 12. The City Council hereby certifies that the levy of the Special Taxes was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 5th day of July 2022.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, California, DO HEREBY CERTIFY that foregoing Resolution No. 2022- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 05, 2022 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2022- duly passed and adopted by the Ontario City Council at their regular meeting held July 05, 2022.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 54
(ESPERANZA FACILITIES]

SPECIAL TAX RATES
FOR FISCAL YEAR 2022-23

Land Use	Residential Floor Area (Sq. Ft.)	FY 2022-23 Tax Rates
Developed Property:		
Single Family Detached Property	<2,201	$2,574.00 per Unit
Single Family Detached Property	2,201-2,400	$2,848.00 per Unit
Single Family Detached Property	2,401-2,600	$3,016.00 per Unit
Single Family Detached Property	2,601-2,800	$3,216.00 per Unit
Single Family Detached Property	2,801-3,000	$3,441.00 per Unit
Single Family Detached Property	3,001-3,200	$3,579.00 per Unit
Single Family Detached Property	>3,200	$3,761.00 per Unit
Single Family Attached Property	<901	$1,090.00 per Unit
Single Family Attached Property	901-1,100	$1,166.00 per Unit
Single Family Attached Property	1,101-1,300	$1,312.00 per Unit
Single Family Attached Property	1,301-1,500	$1,484.00 per Unit
Single Family Attached Property	1,501-1,700	$1,623.00 per Unit
Single Family Attached Property	1,701-1,900	$1,766.00 per Unit
Single Family Attached Property	>1,900	$1,840.00 per Unit
Other Residential Property		$32,813.00 per Acre
Non-Residential Property		$32,813.00 per Acre
Final Mapped Property		$32,813.00 per Acre
Undeveloped Property		$13,143.19 per Acre

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 55 (PARKLANE), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2022-23.

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of special taxes (the "Special Taxes") in the City of Ontario Community Facilities District No. 55 (Parklane) (the "District"), all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the "Act"), being Chapter 2.5, Part 1, Division 2, Title 5, of the California Government Code; and

WHEREAS, the City Council did, by the enactment of Ordinance No. 3177 (the "Special Tax Ordinance") as authorized by Section 53340 of the Act, authorize the levy of the Special Taxes to pay the costs of providing the Facilities and Services and incidental expenses (as such terms are defined in the Special Tax Ordinance), and the City Council is desirous to establish the specific rates of the Special Taxes to be collected for the specified Fiscal Year and the portion thereof to be applied to each of the costs of providing the Facilities and incidental expenses and the costs of providing the Services; and

WHEREAS, the Special Taxes consist of a "Special Tax A" (the "Special Tax A"), which were authorized to pay the costs of providing the Facilities and Services and incidental expenses, and a "Special Tax B" (the "Special Tax B"), which were authorized to pay the costs of providing the Services and incidental expenses.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amounts of each of Special Tax A and Special Tax B to be collected for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates of each of Special Tax A and Special Tax B as set forth above do not exceed the respective rates previously approved by the qualified electors of the District and authorized by the Special Tax Ordinance.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the Special Taxes for the above specified Fiscal Year and the amount of the Special Taxes to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but

not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. The portion of Special Tax A to be collected for the referenced Fiscal Year (a) to pay the costs of providing the Facilities and incidental expenses shall be 100% of the rates and amounts of Special Tax A to be collected for such Fiscal Year as set forth in the attached Exhibit "A", and (b) to pay the costs of providing the Services shall be 0% of the rates and amounts of Special Tax A to be collected for such Fiscal Year as set forth in the attached Exhibit "A".

SECTION 6. The proceeds of Special Tax A collected to pay the costs of providing the Facilities and incidental expenses shall be used only to:

(a) pay debt service on all outstanding bonds or other debt (as defined in Section 53317(d) of the Act) issued by the District under the Act and payable from Special Tax A (the "Bonds");

(b) pay periodic costs on the Bonds, including, but not limited to, credit enhancement and rebate payments on the Bonds;

(c) pay a pro rata share of administrative expenses (including costs incurred by the District and the City in the annual levy and collection of the Special Taxes);

(d) provide any amounts required to establish or replenish any reserve fund for the Bonds; and

(e) pay directly for acquisition or construction of Facilities.

SECTION 7. The proceeds of Special Tax A collected to pay the costs of providing the Services shall be used only to pay the costs of providing such Services.

SECTION 8. The proceeds of Special Tax B collected to pay the costs of providing the Services and incidental expenses shall be used only to pay the costs of Services and a pro rata share of administrative expenses (including costs incurred by the District and the City in the annual levy and collection of the Special Taxes).

SECTION 9. The Special Taxes shall be collected in the same manner as ordinary *ad valorem* property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for *ad valorem* taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any Special Taxes.

SECTION 10. All Special Tax A amounts collected to provide costs of providing the Facilities and incidental expenses shall be deposited in the Special Tax Fund of the District. All Special Tax A amounts collected to provide costs of providing the Services shall be deposited in the Government Fund.

All Special Tax B amounts collected shall be deposited in the Government Fund.

SECTION 11. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked “CFD No. 55 Special Tax A,” or by any other suitable designation, the installment of Special Tax A.

The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked “CFD No. 55 Special Tax B,” or by any other suitable designation, the installment of Special Tax B.

SECTION 12. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 13. The City Council hereby certifies that the levy of the Special Taxes was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 5th day of July 2022.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, California, DO HEREBY CERTIFY that foregoing Resolution No. 2022- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 05, 2022 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2022- duly passed and adopted by the Ontario City Council at their regular meeting held July 05, 2022.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 55
(PARKLANE)

SPECIAL TAX RATES
FOR FISCAL YEAR 2022-23

ANNUAL FACILITIES SPECIAL TAX A RATES

Land Use	Residential Floor Area (Sq. Ft.)	FY 2022-23 Special Tax A
Developed Property:		
Single Family Property	<2,301	$2,784.00 per Unit
Single Family Property	2,301-2,500	$2,936.00 per Unit
Single Family Property	2,501-2,700	$3,078.00 per Unit
Single Family Property	2,701-2,900	$3,300.00 per Unit
Single Family Property	2,901-3,100	$3,478.00 per Unit
Single Family Property	3,101-3,300	$3,696.00 per Unit
Single Family Property	3,301-3,500	$3,880.00 per Unit
Single Family Property	>3,500	$4,000.00 per Unit
Other Residential Property	N/A	$30,531.00 per Acre
Non-Residential Property	N/A	$30,531.00 per Acre
Final Mapped Property		$0.00 per Acre
Undeveloped Property		$0.00 per Acre

ANNUAL SERVICES SPECIAL TAX B RATES

Developed Property Land Use	FY 2022-23 Tax Rates B
Residential Property:	
Single Family	$1,443.71 per Unit
Multiple Family	$1,251.48 per Unit
Gated Apartment Community	$1,048.96 per Unit
Non-Residential Property	$0.269000 per Sq. Ft.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 56 (PARKSIDE/LA AVENIDA), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2022-23.

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of special taxes (the "Special Taxes") in the City of Ontario Community Facilities District No. 56 (Parkside/La Avenida) (the "District"), all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the "Act"), being Chapter 2.5, Part 1, Division 2, Title 5, of the California Government Code; and

WHEREAS, the City Council did, by the enactment of Ordinance No. 3199 (the "Special Tax Ordinance") as authorized by Section 53340 of the Act, authorize the levy of the Special Taxes to pay the costs of providing the Facilities and Services and incidental expenses (as such terms are defined in the Special Tax Ordinance), and the City Council is desirous to establish the specific rates of the Special Taxes to be collected for the specified Fiscal Year and the portion thereof to be applied to each of the costs of providing the Facilities and incidental expenses and the costs of providing the Services; and

WHEREAS, the Special Taxes consist of a "Special Tax A" (the "Special Tax A"), which were authorized to pay the costs of providing the Facilities and Services and incidental expenses, and a "Special Tax B" (the "Special Tax B"), which were authorized to pay the costs of providing the Services and incidental expenses.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amounts of each of Special Tax A and Special Tax B to be collected for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates of each of Special Tax A and Special Tax B as set forth above do not exceed the respective rates previously approved by the qualified electors of the District and authorized by the Special Tax Ordinance.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the Special Taxes for the above specified Fiscal Year and the amount of the Special Taxes to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but

not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. The portion of Special Tax A to be collected for the referenced Fiscal Year (a) to pay the costs of providing the Facilities and incidental expenses shall be 100% of the rates and amounts of Special Tax A to be collected for such Fiscal Year as set forth in the attached Exhibit "A", and (b) to pay the costs of providing the Services shall be 0% of the rates and amounts of Special Tax A to be collected for such Fiscal Year as set forth in the attached Exhibit "A".

SECTION 6. The proceeds of Special Tax A collected to pay the costs of providing the Facilities and incidental expenses shall be used only to:

(a) pay debt service on all outstanding bonds or other debt (as defined in Section 53317(d) of the Act) issued by the District under the Act and payable from Special Tax A (the "Bonds");

(b) pay periodic costs on the Bonds, including, but not limited to, credit enhancement and rebate payments on the Bonds;

(c) pay a pro rata share of administrative expenses (including costs incurred by the District and the City in the annual levy and collection of the Special Taxes);

(d) provide any amounts required to establish or replenish any reserve fund for the Bonds; and

(e) pay directly for acquisition or construction of Facilities.

SECTION 7. The proceeds of Special Tax A collected to pay the costs of providing the Services shall be used only to pay the costs of providing such Services.

SECTION 8. The proceeds of Special Tax B collected to pay the costs of providing the Services and incidental expenses shall be used only to pay the costs of Services and a pro rata share of administrative expenses (including costs incurred by the District and the City in the annual levy and collection of the Special Taxes).

SECTION 9. The Special Taxes shall be collected in the same manner as ordinary *ad valorem* property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for *ad valorem* taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any Special Taxes.

SECTION 10. All Special Tax A amounts collected to provide costs of providing the Facilities and incidental expenses shall be deposited in the Special Tax Fund of the District. All Special Tax A amounts collected to provide costs of providing the Services shall be deposited in the Government Fund.

All Special Tax B amounts collected shall be deposited in the Government Fund.

SECTION 11. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked “CFD No. 56 Special Tax A,” or by any other suitable designation, the installment of Special Tax A.

The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked “CFD No. 56 Special Tax B,” or by any other suitable designation, the installment of Special Tax B.

SECTION 12. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 13. The City Council hereby certifies that the levy of the Special Taxes was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 5th day of July 2022.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, California, DO HEREBY CERTIFY that foregoing Resolution No. 2022- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 05, 2022 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2022- duly passed and adopted by the Ontario City Council at their regular meeting held July 05, 2022.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 56
(PARKSIDE/LA AVENIDA)

SPECIAL TAX RATES
FOR FISCAL YEAR 2022-23

ANNUAL FACILITIES SPECIAL TAX A RATES

Land Use	Residential Floor Area (Sq. Ft.)	FY 2022-23 Special Tax A
Tax Zone 1 Developed Property:		
Single Family Property	<1,801	$2,758.00 per Unit
Single Family Property	1,801-1,900	$2,845.00 per Unit
Single Family Property	1,901-2,000	$2,868.00 per Unit
Single Family Property	2,001-2,100	$2,935.00 per Unit
Single Family Property	2,101-2,200	$3,066.00 per Unit
Single Family Property	2,201-2,300	$3,102.00 per Unit
Single Family Property	2,301-2,400	$3,169.00 per Unit
Single Family Property	2,401-2,500	$3,255.00 per Unit
Single Family Property	>2,500	$3,349.00 per Unit
Other Residential	N/A	$48,482.00 per Acre
Non-Residential	N/A	$48,482.00 per Acre
Tax Zone 2 Developed Property:		
Single Family Property	<901	$2,184.00 per Unit
Single Family Property	901-1,000	$2,371.00 per Unit
Single Family Property	1,001-1,100	$2,542.00 per Unit
Single Family Property	1,101-1,200	$2,693.00 per Unit
Single Family Property	1,201-1,300	$2,924.00 per Unit
Single Family Property	1,301-1,400	$3,175.00 per Unit
Single Family Property	1,401-1,500	$3,283.00 per Unit
Single Family Property	1,501-1,600	$3,340.00 per Unit
Single Family Property	1,601-1,700	$3,436.00 per Unit
Single Family Property	1,701-1,800	$3,561.00 per Unit
Single Family Property	1,801-1,900	$3,778.00 per Unit
Single Family Property	1,901-2,000	$4,221.00 per Unit
Single Family Property	>2,000	$4,406.00 per Unit
Other Residential	N/A	$76,571.00 per Acre
Non-Residential	N/A	$76,571.00 per Acre

Tax Zone 3 Developed Property:		
Single Family Detached Property	<1,101	$2,508.00 per Unit
Single Family Detached Property	1,101-1,300	$2,694.00 per Unit
Single Family Detached Property	1,301-1,500	$3,368.00 per Unit
Single Family Detached Property	1,501-1,700	$3,421.00 per Unit
Single Family Detached Property	1,701-1,900	$3,672.00 per Unit
Single Family Detached Property	1,900-2,100	$4,153.00 per Unit
Single Family Detached Property	>2,100	$4,515.00 per Unit
Single Family Attached Property	<1,301	$2,716.00 per Unit
Single Family Attached Property	1,301-1,500	$2,880.00 per Unit
Single Family Attached Property	1,501-1,700	$3,452.00 per Unit
Single Family Attached Property	1,701-1,900	$3,554.00 per Unit
Single Family Attached Property	>1,900	$3,885.00 per Unit
Other Residential	N/A	$125,970.00 per Acre
Non-Residential	N/A	$125,970.00 per Acre
Final Mapped Property		$0.00 per Acre
Final Mapped Property		$0.00 per Acre
Final Mapped Property		$0.00 per Acre
Undeveloped Property		$0.00 per Acre
Undeveloped Property		$0.00 per Acre
Undeveloped Property		$0.00 per Acre

ANNUAL SERVICES SPECIAL TAX B RATES

Developed Property (1) Land Use	**FY 2022-23 Tax Rates B**
Residential Property:	
Single Family Detached	$1,443.71 per Unit
Multiple Family	$1,251.14 per Unit
Gated Apartment Community	$1,049.22 per Unit
Non-Residential Property	$0.263300 per Sq. Ft.

(1) Special Tax B can only be levied on Tax Zone 2.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 57 (NEUHOUSE), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2022-23.

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of special taxes (the "Special Taxes") in the City of Ontario Community Facilities District No. 57 (Neuhouse) (the "District"), all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the "Act"), being Chapter 2.5, Part 1, Division 2, Title 5, of the California Government Code; and

WHEREAS, the City Council did, by the enactment of Ordinance No. 3174 (the "Special Tax Ordinance") as authorized by Section 53340 of the Act, authorize the levy of the Special Taxes to pay the costs of providing the Facilities and Services and incidental expenses (as such terms are defined in the Special Tax Ordinance), and the City Council is desirous to establish the specific rates of the Special Taxes to be collected for the specified Fiscal Year and the portion thereof to be applied to each of the costs of providing the Facilities and incidental expenses and the costs of providing the Services; and

WHEREAS, the Special Taxes consist of a "Special Tax A" (the "Special Tax A"), which were authorized to pay the costs of providing the Facilities and Services and incidental expenses, and a "Special Tax B" (the "Special Tax B"), which were authorized to pay the costs of providing the Services and incidental expenses.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amounts of each of Special Tax A and Special Tax B to be collected for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates of each of Special Tax A and Special Tax B as set forth above do not exceed the respective rates previously approved by the qualified electors of the District and authorized by the Special Tax Ordinance.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the Special Taxes for the above specified Fiscal Year and the amount of the Special Taxes to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but

not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. The portion of Special Tax A to be collected for the referenced Fiscal Year (a) to pay the costs of providing the Facilities and incidental expenses shall be 100% of the rates and amounts of Special Tax A to be collected for such Fiscal Year as set forth in the attached Exhibit "A", and (b) to pay the costs of providing the Services shall be 0% of the rates and amounts of Special Tax A to be collected for such Fiscal Year as set forth in the attached Exhibit "A".

SECTION 6. The proceeds of Special Tax A collected to pay the costs of providing the Facilities and incidental expenses shall be used only to:

(a) pay debt service on all outstanding bonds or other debt (as defined in Section 53317(d) of the Act) issued by the District under the Act and payable from Special Tax A (the "Bonds");

(b) pay periodic costs on the Bonds, including, but not limited to, credit enhancement and rebate payments on the Bonds;

(c) pay a pro rata share of administrative expenses (including costs incurred by the District and the City in the annual levy and collection of the Special Taxes);

(d) provide any amounts required to establish or replenish any reserve fund for the Bonds; and

(e) pay directly for acquisition or construction of Facilities.

SECTION 7. The proceeds of Special Tax A collected to pay the costs of providing the Services shall be used only to pay the costs of providing such Services.

SECTION 8. The proceeds of Special Tax B collected to pay the costs of providing the Services and incidental expenses shall be used only to pay the costs of Services and a pro rata share of administrative expenses (including costs incurred by the District and the City in the annual levy and collection of the Special Taxes).

SECTION 9. The Special Taxes shall be collected in the same manner as ordinary *ad valorem* property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for *ad valorem* taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any Special Taxes.

SECTION 10. All Special Tax A amounts collected to provide costs of providing the Facilities and incidental expenses shall be deposited in the Special Tax Fund of the District. All Special Tax A amounts collected to provide costs of providing the Services shall be deposited in the Government Fund.

All Special Tax B amounts collected shall be deposited in the Government Fund.

SECTION 11. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked “CFD No. 57 Special Tax A,” or by any other suitable designation, the installment of Special Tax A.

The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked “CFD No. 57 Special Tax B,” or by any other suitable designation, the installment of Special Tax B.

SECTION 12. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 13. The City Council hereby certifies that the levy of the Special Taxes was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 5th day of July 2022.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, California, DO HEREBY CERTIFY that foregoing Resolution No. 2022- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 05, 2022 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2022- duly passed and adopted by the Ontario City Council at their regular meeting held July 05, 2022.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 57
(NEUHOUSE)

SPECIAL TAX RATES
FOR FISCAL YEAR 2022-23

ANNUAL FACILITIES SPECIAL TAX A RATES

Land Use	Residential Floor Area (Sq. Ft.)	FY 2022-23 Tax Rates A	
Developed Property:			
Single Family Detached Property	<1,701	$3,323.00	per Unit
Single Family Detached Property	1,701-1,900	$3,505.00	per Unit
Single Family Detached Property	1,901-2,100	$3,670.00	per Unit
Single Family Detached Property	2,101-2,300	$3,887.00	per Unit
Single Family Detached Property	>2,300	$4,043.00	per Unit
Single Family Attached Property	<801	$1,675.00	per Unit
Single Family Attached Property	801-1,000	$1,744.00	per Unit
Single Family Attached Property	1,001-1,200	$2,227.00	per Unit
Single Family Attached Property	1,201-1,400	$2,567.00	per Unit
Single Family Attached Property	1,401-1,600	$2,847.00	per Unit
Single Family Attached Property	1,601-1,800	$3,049.00	per Unit
Single Family Attached Property	>1,800	$3,313.00	per Unit
Other Residential Property	N/A	$64,314.00	per Acre
Non-Residential Property	N/A	$64,314.00	per Acre
Final Mapped Property		$0.00	per Acre
Undeveloped Property		$0.00	per Acre

ANNUAL SERVICES SPECIAL TAX B RATES

Developed Property Land Use	**FY 2022-23 Tax Rates B**	
Residential Property:		
Single Family	$1,443.71	per Unit
Multiple Family	$1,251.14	per Unit
Gated Apartment Community	$1,049.22	per Unit
Non-Residential Property	$0.263300	per Sq. Ft.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 58 (COLONY COMMERCE CENTER EAST SERVICES), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2022-23.

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of a special tax in the City of Ontario Community Facilities District No. 58 (Colony Commerce Center East Services) (the “District”), all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the “Act”), being Chapter 2.5, Part 1, Division 2, Title 5, of the Government Code of the State of California; and

WHEREAS, the City Council, acting as the legislative body of the District, adopted Ordinance No. 3165 (the "Special Tax Ordinance") as authorized by Section 53340 of the Government Code of the State of California, to authorize the levy of a special tax to pay for costs and expenses related to the District, and this legislative body is desirous to establish the specific rates of the special tax to be collected for the specified Fiscal Year.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amount of the special tax to be collected to pay for the costs and expenses (as defined in Section 5 below) for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates as set forth above does not exceed the amount authorized by the Special Tax Ordinance of this legislative body, and is not in excess of that as previously approved by the qualified electors of the District.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the special tax for the above specified Fiscal Year and the amount of the special tax to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. That the proceeds of the special tax shall be used only to pay the following costs and expenses:

(a) Costs of those services authorized to be financed by the District;

(b) Costs incurred by the District and the City in the annual levy and collection of the special taxes;

(c) Administrative costs of the District; and

(d) Any incidental expenses authorized to be financed by the District.

SECTION 6. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax.

SECTION 7. All monies above collected shall be paid into the Community Facilities District No. 58 Fund.

SECTION 8. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 58 Special Tax," or by any other suitable designation, the installment of the special tax.

SECTION 9. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 10. This legislative body hereby certifies that the levy of the special tax was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 5th day of July 2022.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2022- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 05, 2022 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2022- duly passed and adopted by the Ontario City Council at their regular meeting held July 05, 2022.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 58
(COLONY COMMERCE CENTER EAST SERVICES)

SPECIAL TAX RATES
FOR FISCAL YEAR 2022-23

Land Use	FY 2022-23 Tax Rates
Residential Property:	
Single Family Detached	$1,443.04 per Unit
Multiple Family	$1,251.35 per Unit
Gated Apartment Community	$1,048.96 per Unit
Non-Residential Property	$0.263269 per Sq. Ft.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 60 (ONTARIO RANCH BUSINESS PARK SERVICES), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2022-23.

WHEREAS, the City Council of the City of Ontario, California, has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of a special tax in the City of Ontario Community Facilities District No. 60 (Ontario Ranch Business Park Services) (the “District”), all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" (the “Act”), being Chapter 2.5, Part 1, Division 2, Title 5, of the Government Code of the State of California; and

WHEREAS, the City Council, acting as the legislative body of the District, adopted Ordinance No. 3189 (the "Special Tax Ordinance") as authorized by Section 53340 of the Government Code of the State of California, to authorize the levy of a special tax to pay for costs and expenses related to the District, and this legislative body is desirous to establish the specific rates of the special tax to be collected for the specified Fiscal Year.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. The above recitals are all true and correct.

SECTION 2. That the specific rates and amount of the special tax to be collected to pay for the costs and expenses (as defined in Section 5 below) for the referenced Fiscal Year for the District is hereby determined and established as set forth in the attached referenced and incorporated Exhibit "A".

SECTION 3. That the rates as set forth above does not exceed the amount authorized by the Special Tax Ordinance of this legislative body, and is not in excess of that as previously approved by the qualified electors of the District.

SECTION 4. The City Manager is authorized and directed to file a certified copy of this Resolution, together with a list of all parcels subject to the special tax for the above specified Fiscal Year and the amount of the special tax to be levied against each such parcel, with the County Auditor/Tax Collector of the County of San Bernardino on or before August 10; provided, however, that such may be filed after August 10, but not later than August 21, if the City Manager obtains the prior written consent of such County Auditor/Tax Collector.

SECTION 5. That the proceeds of the special tax shall be used only to pay the following costs and expenses:

(a) Costs of those services authorized to be financed by the District;

(b) Costs incurred by the District and the City in the annual levy and collection of the special taxes;

(c) Administrative costs of the District; and

(d) Any incidental expenses authorized to be financed by the District.

SECTION 6. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the County Auditor/Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax.

SECTION 7. All monies above collected shall be paid into the Community Facilities District No. 60 Fund.

SECTION 8. The County Auditor/Tax Collector is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "CFD No. 60 Special Tax," or by any other suitable designation, the installment of the special tax.

SECTION 9. The County Auditor/Tax Collector shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interests, penalties, and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 10. This legislative body hereby certifies that the levy of the special tax was authorized in accordance with the provisions of the Act, and complies with the requirements of Articles XIIIA and XIIIC of the Constitution of the State of California.

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

PASSED, APPROVED, AND ADOPTED this 5th day of July 2022.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER, LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2022- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 05, 2022 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2022- duly passed and adopted by the Ontario City Council at their regular meeting held July 05, 2022.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 60
(ONTARIO RANCH BUSINESS PARK SERVICES)

SPECIAL TAX RATES
FOR FISCAL YEAR 2022-23

Land Use	FY 2022-23 Tax Rates
Residential Property:	
Single Family Detached	$1,413.13 per Unit
Multiple Family	$1,224.97 per Unit
Gated Apartment Community	$1,026.75 per Unit
Non-Residential Property	$0.263269 per Sq. Ft.

CITY OF ONTARIO *Agenda Report* **July 5, 2022**	**SECTION:** **CONSENT CALENDAR**
Department: Engineering Prepared By: Tricia Espinoza Staff Member Presenting: Scott Murphy, Executive Director Community Development Approved By: 	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 4

SUBJECT: **A PROFESSIONAL SERVICES AGREEMENT FOR WATER QUALITY MONITORING AND REPORTING SERVICES AND AN AMENDMENT FOR LANDSCAPE MAINTENANCE SERVICES FOR THE MILL CREEK WETLANDS**

RECOMMENDATION: That the City Council take the following actions:

A. Approve and authorize the City Manager, or his designee, to execute a Professional Services Agreement (on file in the Records Management Department) with Group Delta Consultants, Inc. of Ontario, California, to provide water quality monitoring and reporting services for the Mill Creek Wetlands facility for up to 5 years with a total not-to-exceed of $602,055.
B. Approve and authorize the City Manager, or his designee, to execute an amendment (on file in the Records Management Department) with Natures Image, Inc. of Lake Forest, California, to provide landscape maintenance services for the Mill Creek Wetlands facility for Fiscal Year 2022-23 in the amount of $402,532, for a revised total expenditure of $1,715,734.

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

FISCAL IMPACT: The Fiscal Year (FY) 2022-23 Adopted Budget includes appropriations of $549,155 from Ontario Ranch Operations & Maintenance Community Facilities District Fund (OR CFD) for various professional and maintenance services for the Mill Creek Wetlands facility. The total recommended expenditure authorization includes the Professional Services Agreement with Group Delta Consultants, Inc. for $120,411, plus an amendment with Nature's Image, Inc. of $402,532, for a total authorized expenditure of $522,943, consistent with the Adopted Budget. A budget increase of $30,000 is requested to cover additional miscellaneous costs associated with the maintenance and operations, which will result in a revised total O&M budget of $579,155. Upon approval, the additional appropriations from OR CFD will be included in the FY 2022-23 First Quarter Budget Update. Appropriations for future fiscal years will be included in the respective fiscal years' budgets for City Council consideration and approval. There is no fiscal impact to the general fund.

BACKGROUND & ANALYSIS: The Mill Creek Wetlands project was partially funded by a State Proposition 40 grant. The Operations and Maintenance Program for the wetlands was developed based on those grant requirements and was approved by the State Water Resources Control Board. This program includes specific landscape maintenance and water quality performance evaluation activities needed to achieve adequate water quality performance objectives.

Group Delta Consultants, Inc. of Ontario, California, has been providing water quality monitoring and reporting services for the Mill Creek Wetlands since 2014 and is familiar with the unique water quality objectives and the Proposition 40 grant requirements. In order to maintain the consistency of monitoring and reporting approach, Staff recommends approval of the Professional Services Agreement with Group Delta Consultants, Inc.

In June 2018, the City awarded a contract to Natures Image, Inc. for landscape maintenance services for one year, with four additional one year periods, at the City's discretion. The City is currently in year four of the contract and has expended $1,313,202 towards landscape maintenance of the Mill Creek Wetlands facility. This proposed Amendment would extend the contract term to FY 2022-23 and increase the total compensation amount, consistent with the adopted budget.

CITY OF ONTARIO *Agenda Report* **July 5, 2022**	**SECTION:** **CONSENT CALENDAR**
Department: Engineering Prepared By: Leonard Lui Staff Member Presenting: Scott Murphy, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 5

SUBJECT: A CONSTRUCTION CONTRACT FOR THE 2022 FALL PAVEMENT REHABILITATION PROJECT

RECOMMENDATION: That the City Council award a construction contract (on file in the Records Management Department) to All American Asphalt of Corona, California, for the 2022 Fall Pavement Rehabilitation Project in the bid amount of $3,959,700 plus a ten percent (10%) contingency of $395,970, for a total authorized expenditure of $4,355,670; and authorize the City Manager, or his designee to execute said contract and all related documents, and file a notice of completion at the conclusion of all construction activities.

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

FISCAL IMPACT: The Fiscal Year 2022-23 Adopted Budget includes appropriations for construction in the amount of $3,585,000 from Measure I and Road Maintenance and Rehabilitation Account (RMRA-SB1). The total recommended expenditure authorization for All American Asphalt is $3,959,700 plus a ten percent (10%) contingency of $395,970, for a total of $4,355,670. The additional $770,670 will be funded from the RMRA-SB1 fund balance. Upon approval, the additional appropriations from RMRA-SB1 will be included in the Fiscal Year 2022-23 First Quarter Budget Update.

BACKGROUND & ANALYSIS: The general scope of work to be performed under this construction contract consists of, but is not limited to, header & slot grinding existing pavement, placement of an asphalt level course, placement of base pavement, placement of an ARHM overlay, placement of concrete pavement, placement of pervious concrete gutter, removal and replacement of concrete sidewalks, curb & gutter, access ramps, replace irrigation in like and kind, installation of video detection system, relocation of a fire hydrant, pedestrian push buttons, traffic signal box, and construction of storm drain facilities, including a catch basin, manhole, and reinforced concrete pipe (12”), and other appurtenances necessary to complete the project improvements. This project

will extend the lifespan of the streets by 15 to 20 years.

The project locations include rehabilitation of Grove Avenue and State Route 60 Freeway (Project No. ST2311), Vineyard Avenue and State Route 60 Freeway (Project No. ST2314), Etiwanda Avenue from Jurupa Street to Santa Ana Street (Project No. ST2309), Barrington Avenue from Fourth Street to Gibralter Street (Project No. ST2303), Vintage Avenue from Concours Street to Ontario Mills Parkway (Project No. ST2315), Wineville Avenue from Fourth Street to Concours Street (Project No. ST2316), Concours Street from Wineville Avenue to Barrington Avenue (Project No. ST2307), Campus Avenue at Philadelphia Street (Project No. ST2305), Campus Avenue from Francis Street to Belmont Street (Project No. ST 2306), Phillips Street from Benson Avenue to Cypress Avenue (Project No. ST2312), and G Street from Benson Avenue to Mountain Avenue (Project No. 2310). A project location map is provided for reference as Exhibit "A".

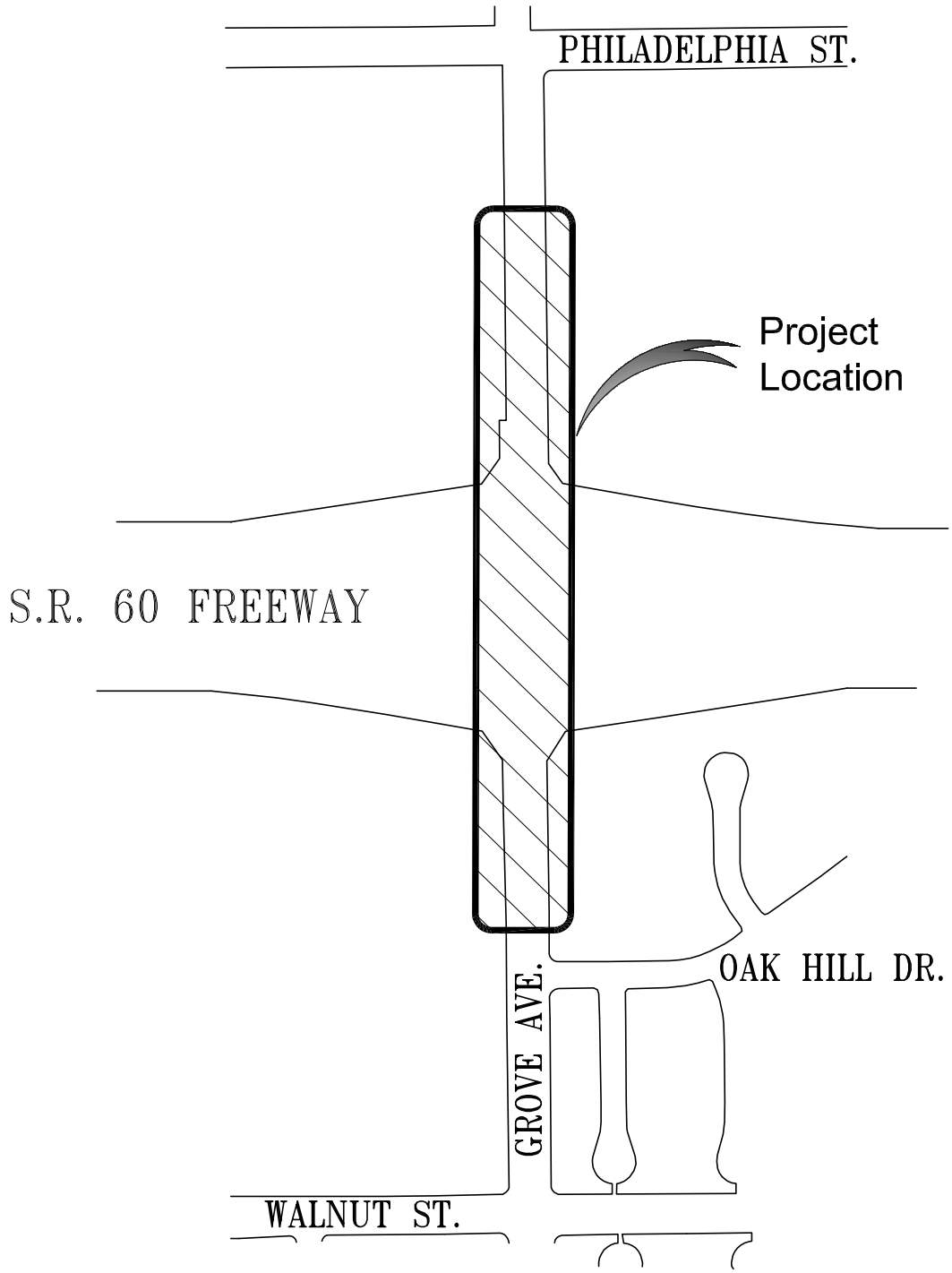
In May 2022, the City solicited bids for the project and three bids were received. The following is a summary of the bid results:

COMPANY	LOCATION	AMOUNT
All American Asphalt	Corona, CA	$3,959,699.25
Vance Corporation	Bloomington, CA	$4,302,466.25
Hardy & Harper	Lake Forest, CA	$4,410,000.00

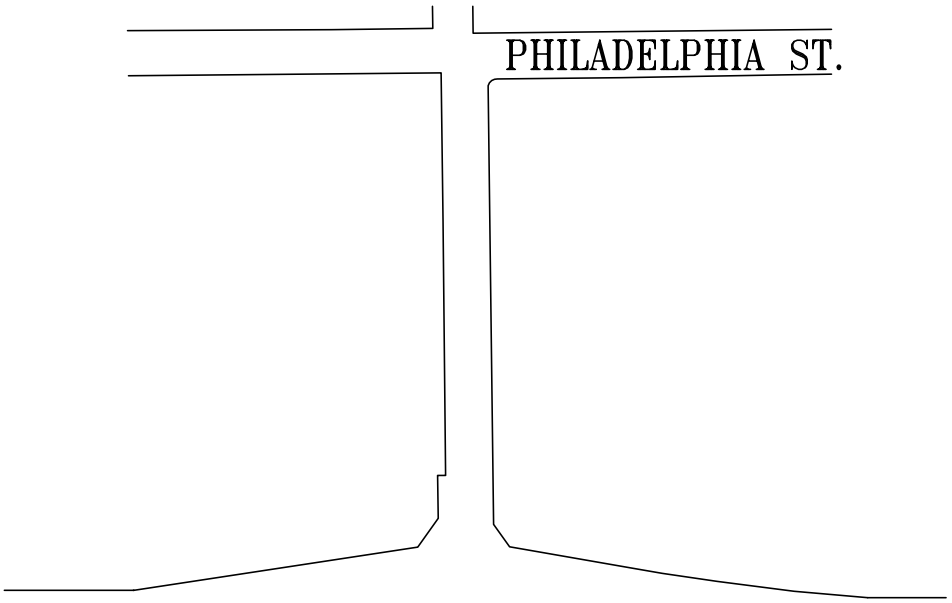
All American Asphalt submitted the lowest responsive bid and has previously performed similar work for the City of Ontario in a satisfactory manner.

ENVIRONMENTAL REVIEW: The environmental impacts of this project were reviewed and Staff determined that the project is categorically exempt from the requirements of the California Environmental Quality Act pursuant to Section 15301 (Class 1, Existing Facilities) of the California Environmental Quality Act, whereas the project consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of lead agency's determination.

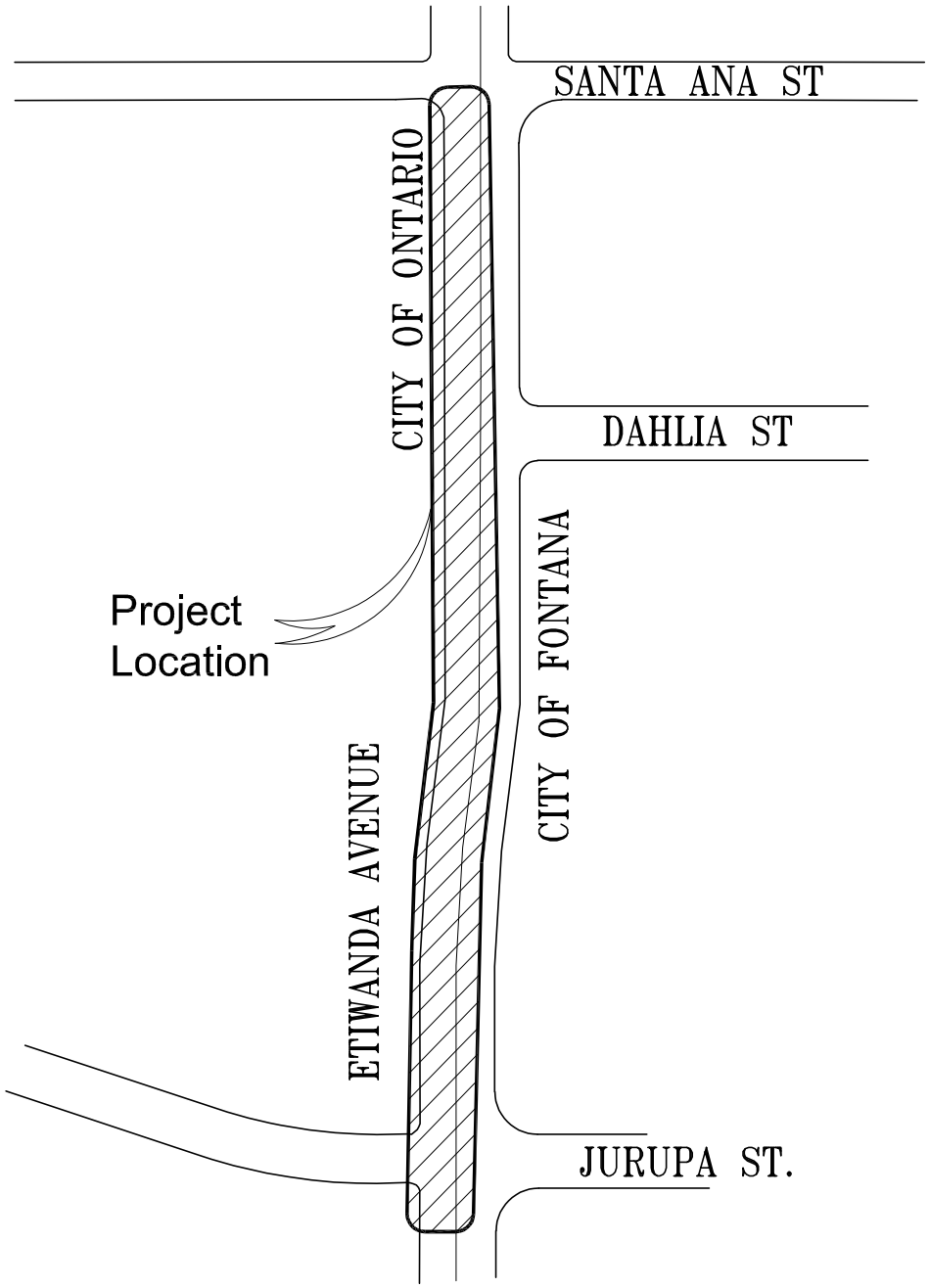
GROVE AVENUE
PAVEMENT REHABILITATION
Project No. ST2311
500' NORTH & SOUTH S.R. 60 FREEWAY



VINEYARD AVENUE
PAVEMENT REHABILITATION
Project No. ST 2314
SOUTH WEST CONER OF S.R. 60 FREEWAY

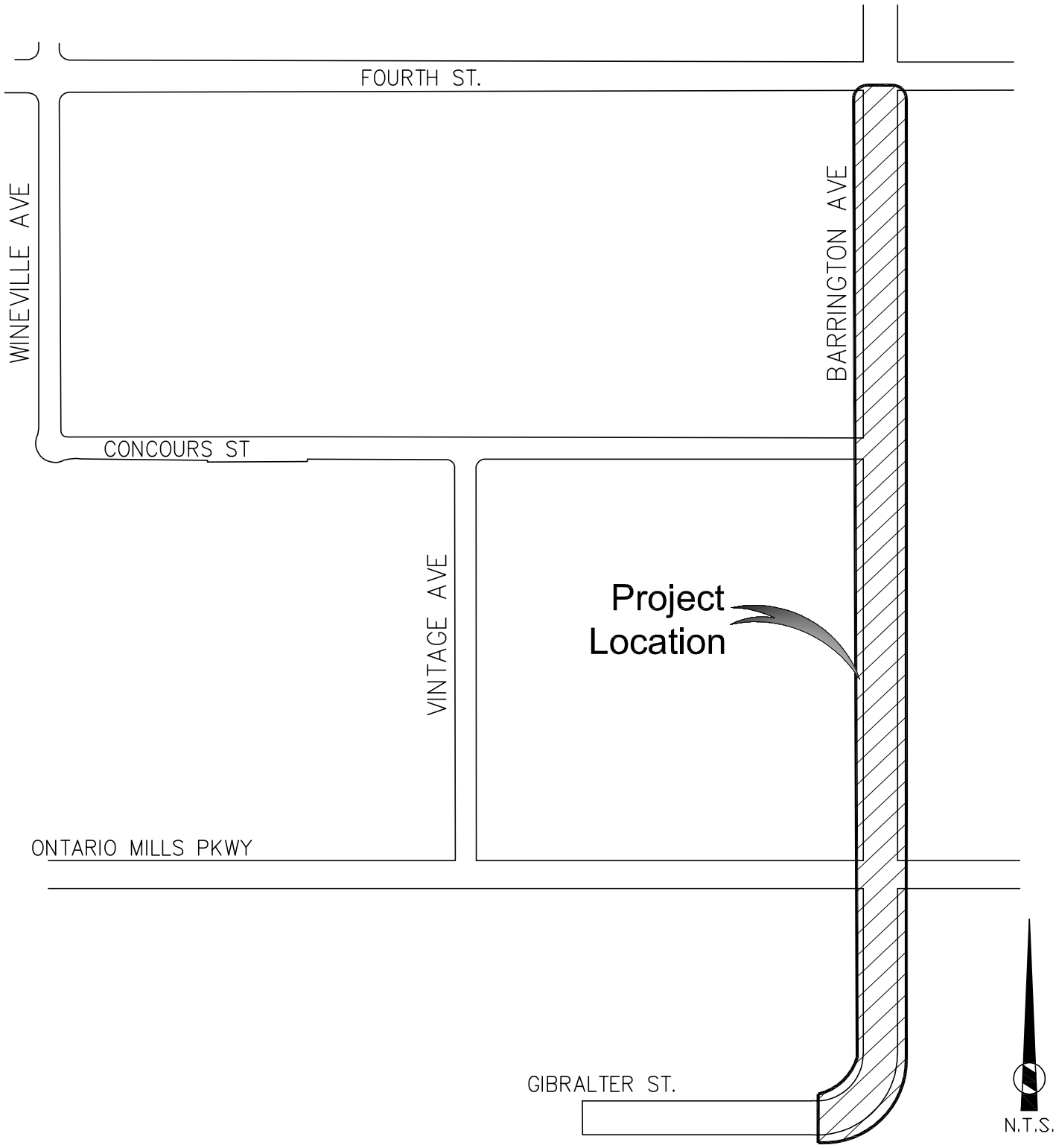


ETIWANDA AVENUE
PAVEMENT REHABILITATION
Project No. ST2309
JURUPA STREET TO SANTA ANA STREET

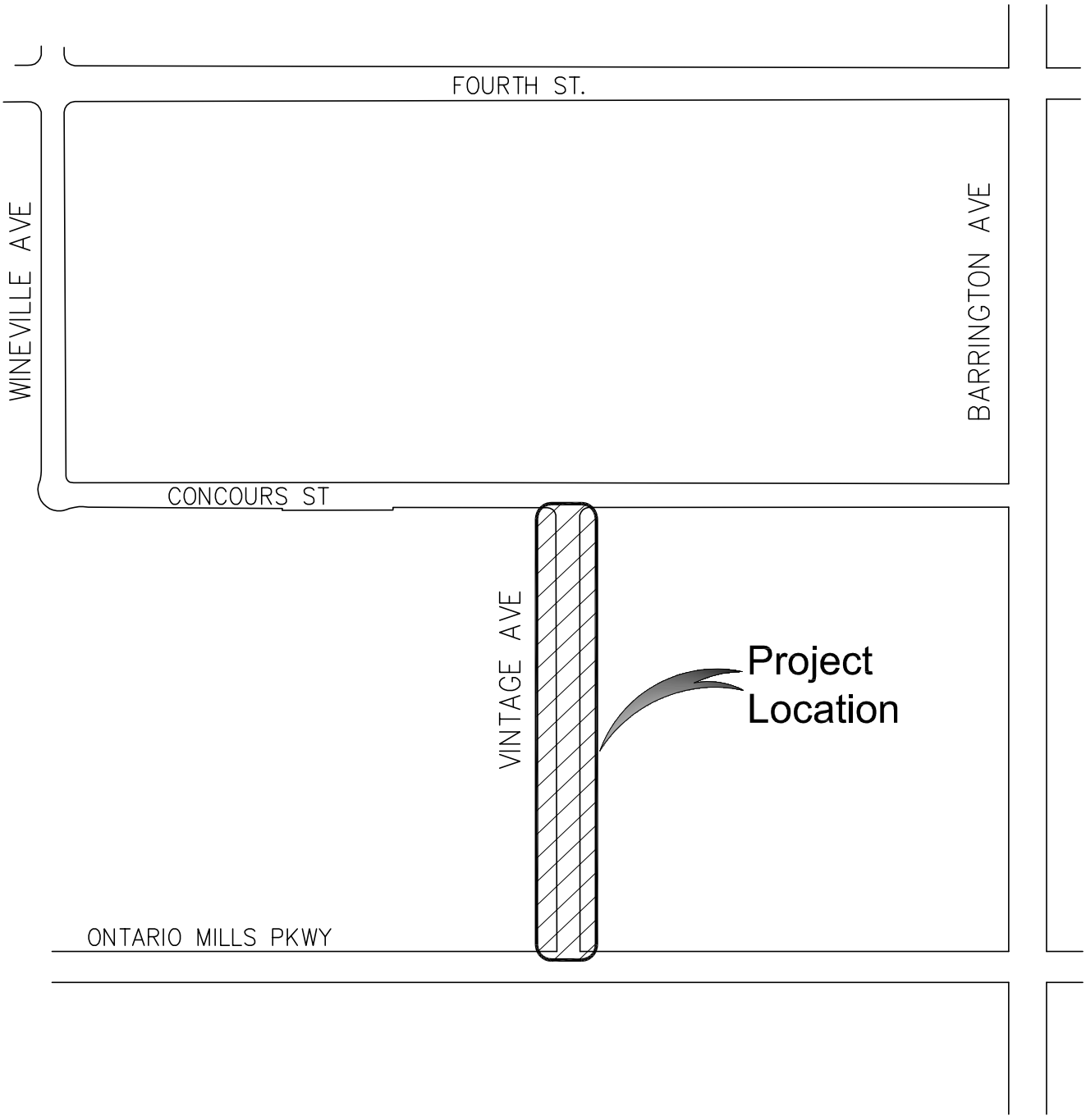


N.T.S.

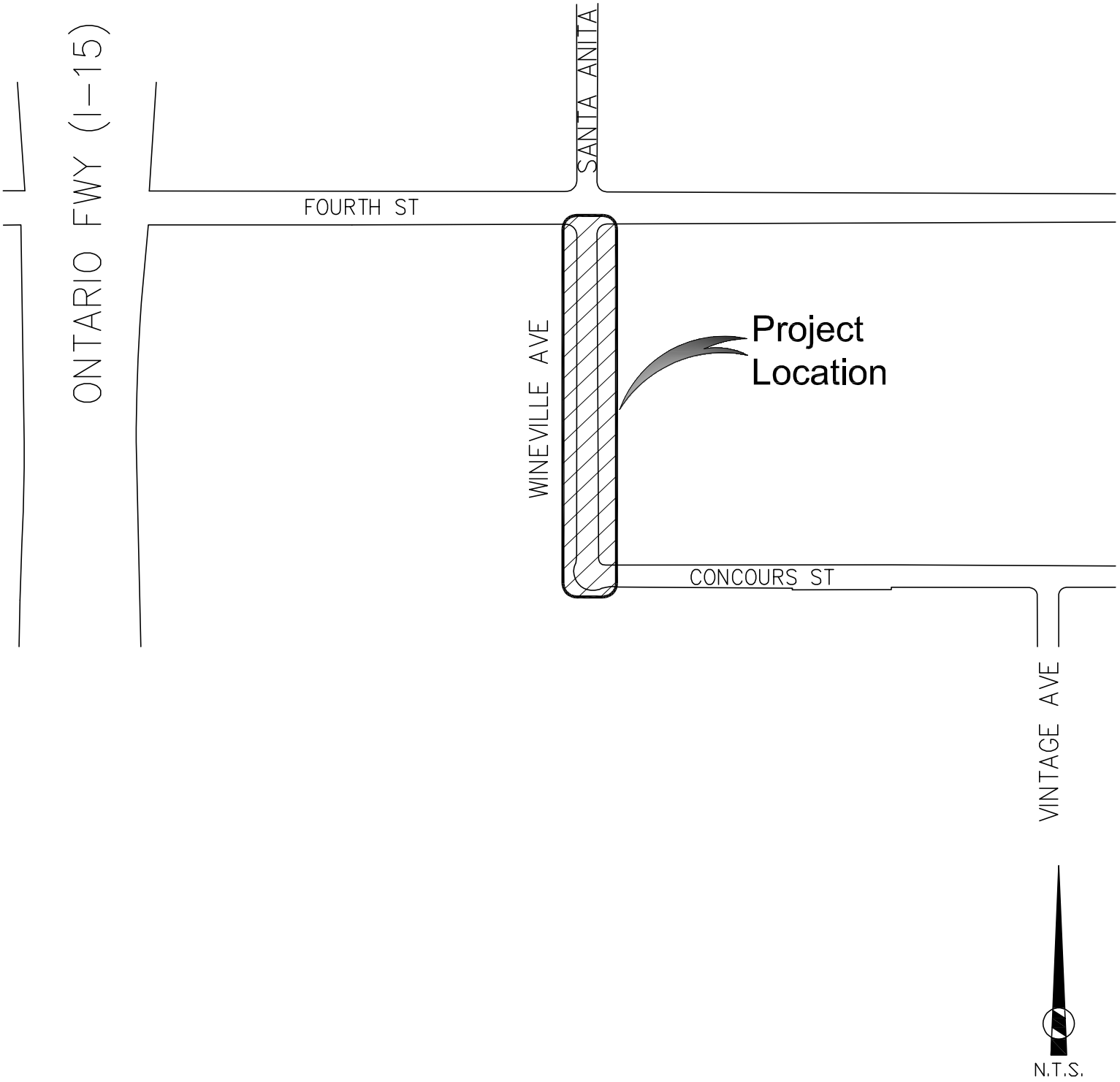
BARRINGTON AVENUE
PAVEMENT REHABILITATION
Contract No. ST2303
FOURTH STREET TO GIBRALTER STREET



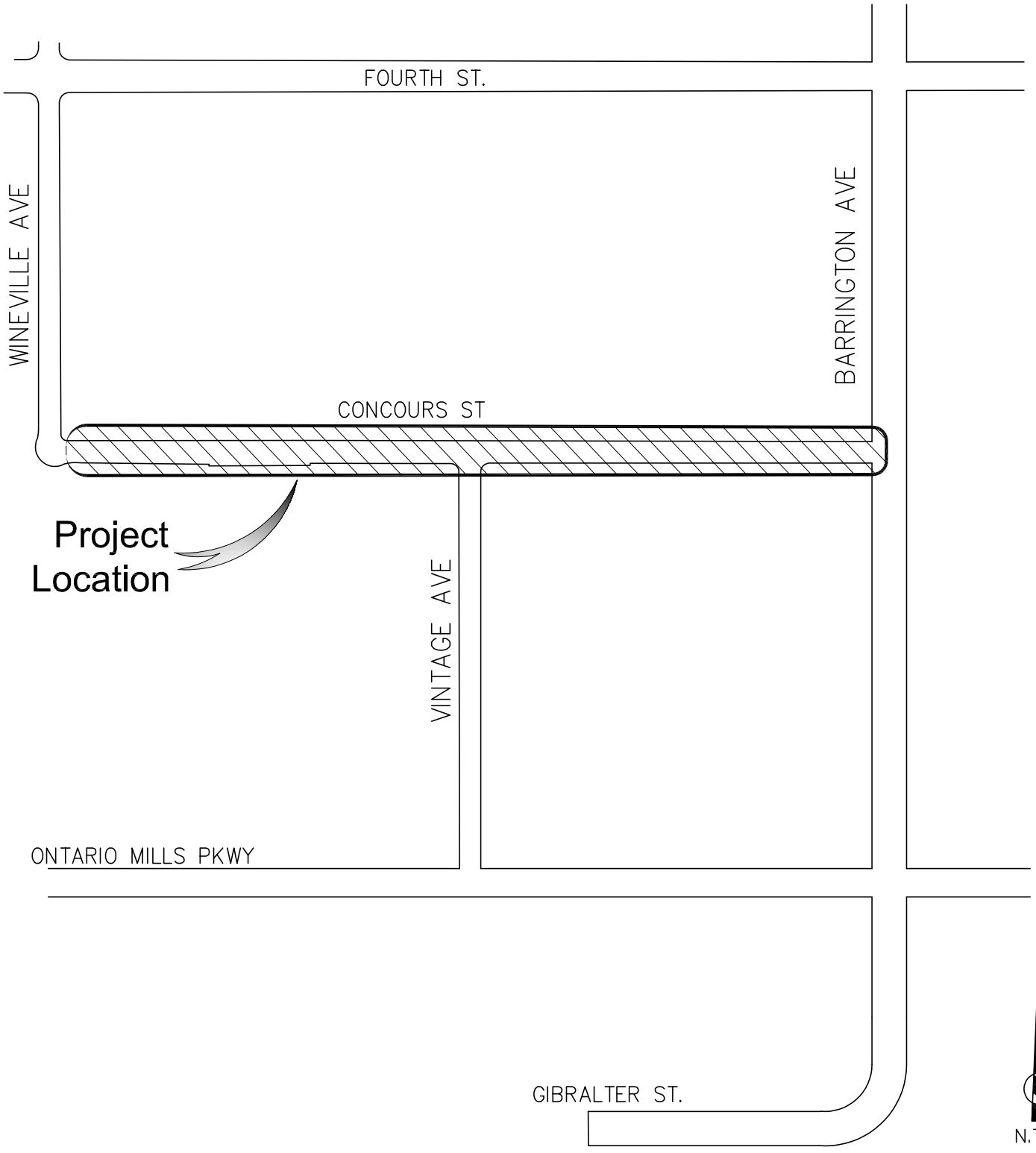
VINTAGE AVENUE
PAVEMENT REHABILITATION
Contract No. ST2315
CONCOURS STREET TO ONTARIO MILLS PKWY



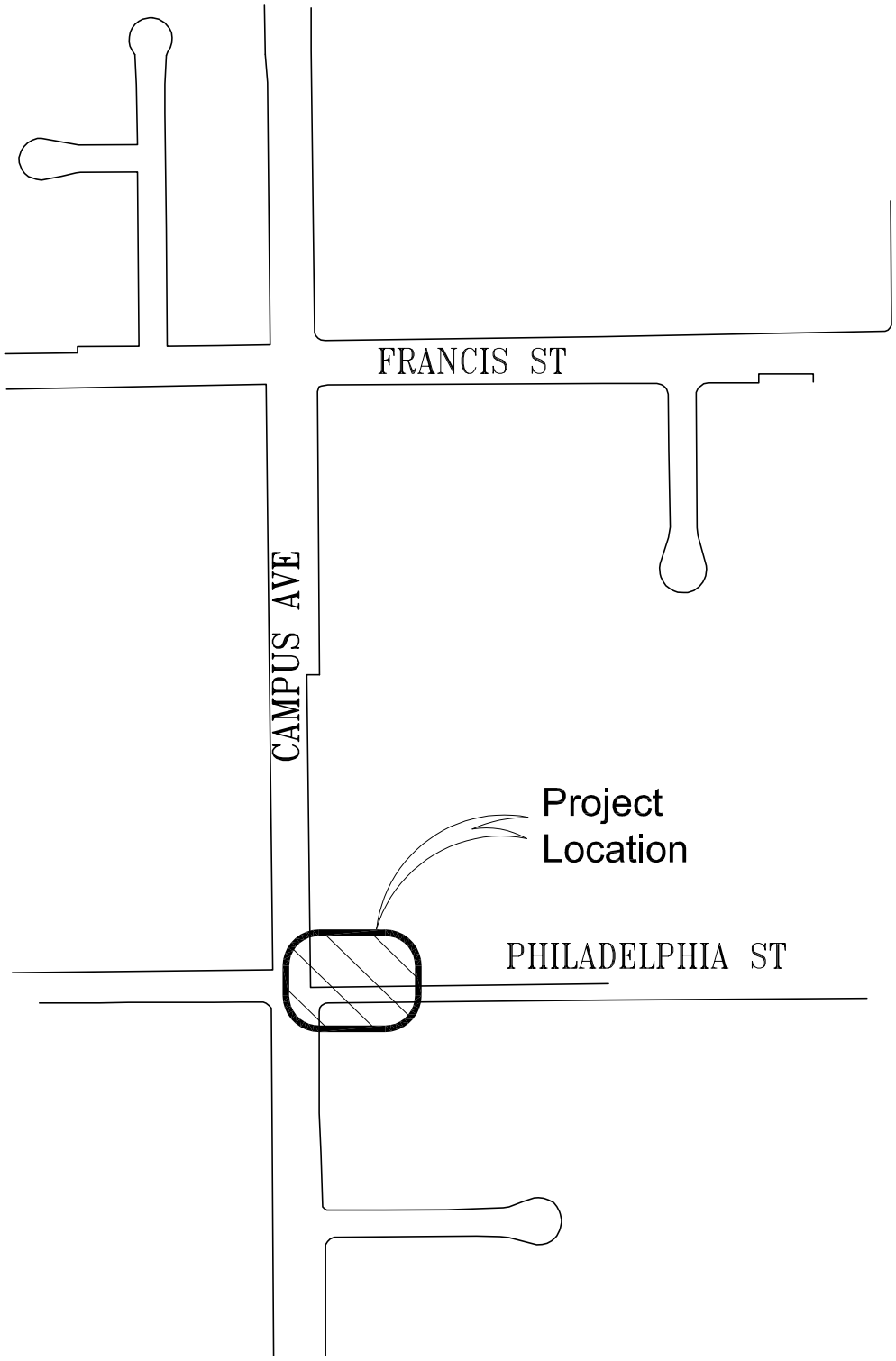
WINEVILLE AVENUE
PAVEMENT REHABILITATION
Contract No. ST2316
FOURTH STREET TO CONCOURS STREET



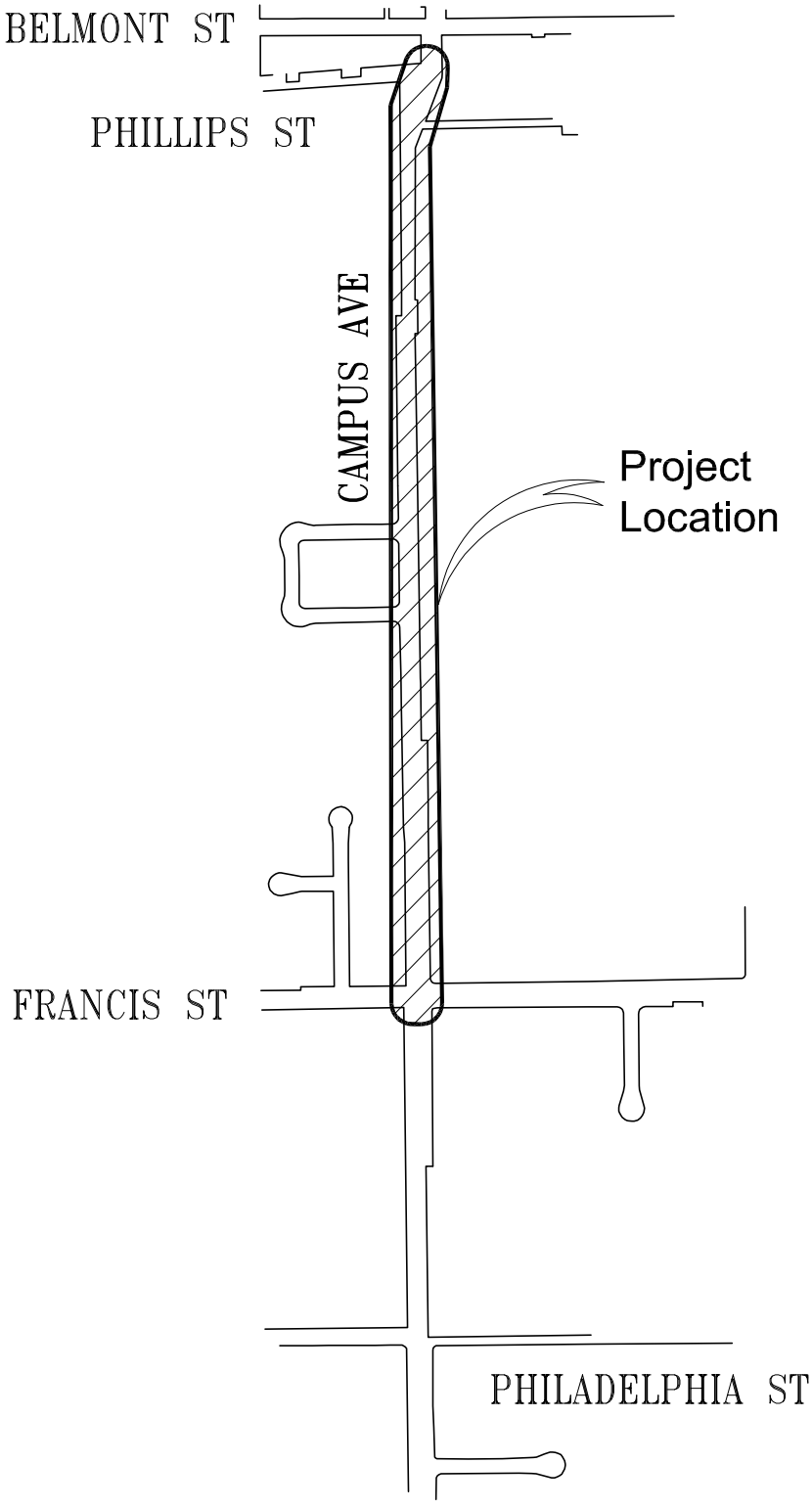
CONCOURS STREET
PAVEMENT REHABILITATION
Contract No. ST2307
WINEVILLE AVENUE TO BARRINGTON AVENUE



CAMPUS AVENUE
PAVEMENT REHABILITATION
Project No. ST 2305
CAMPUS AVENUE AND PHILADELPHIA STREET

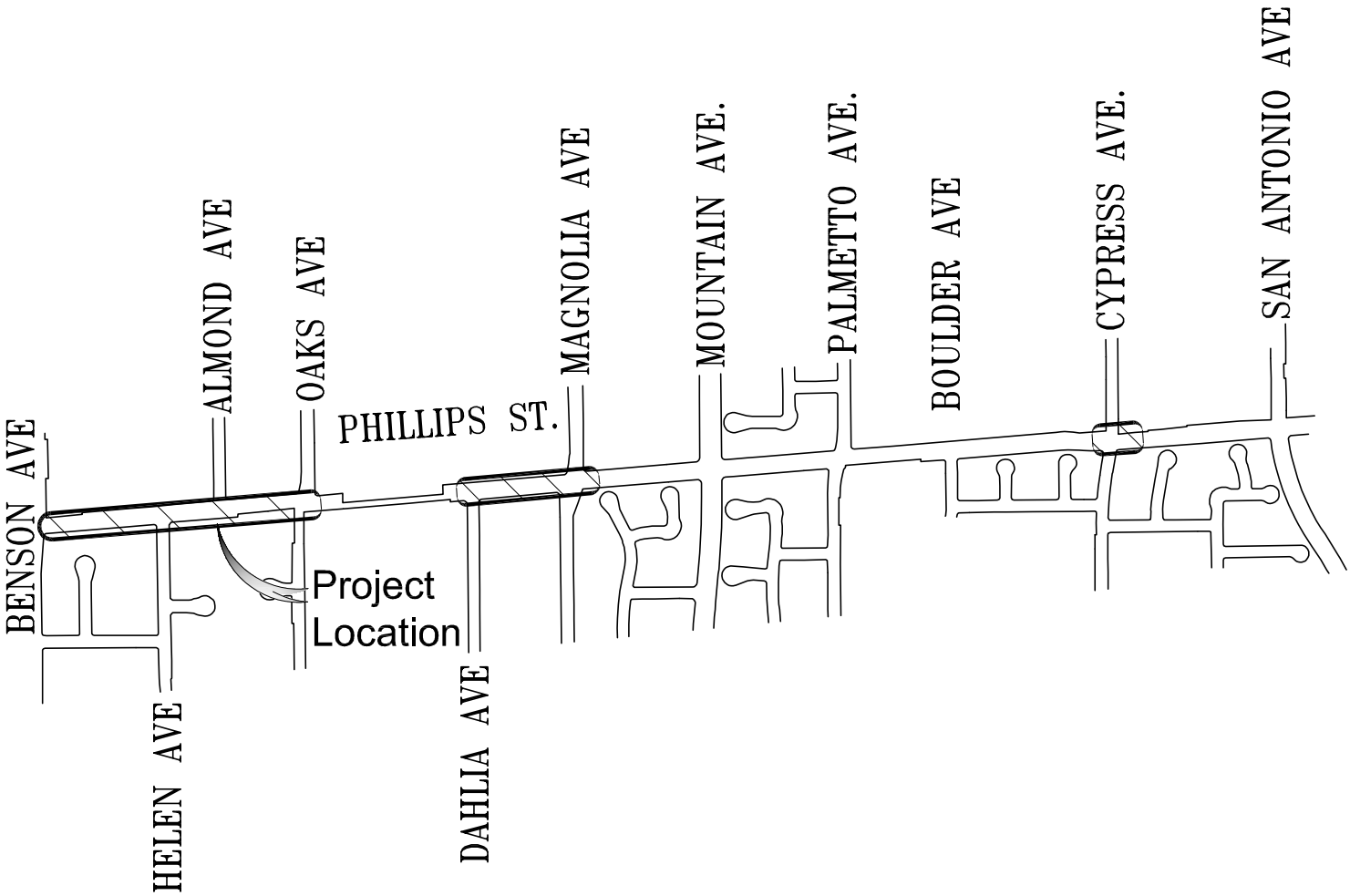


CAMPUS AVENUE
PAVEMENT REHABILITATION
Project No. ST2306
FRANCIS STREET TO BELMONT STREET



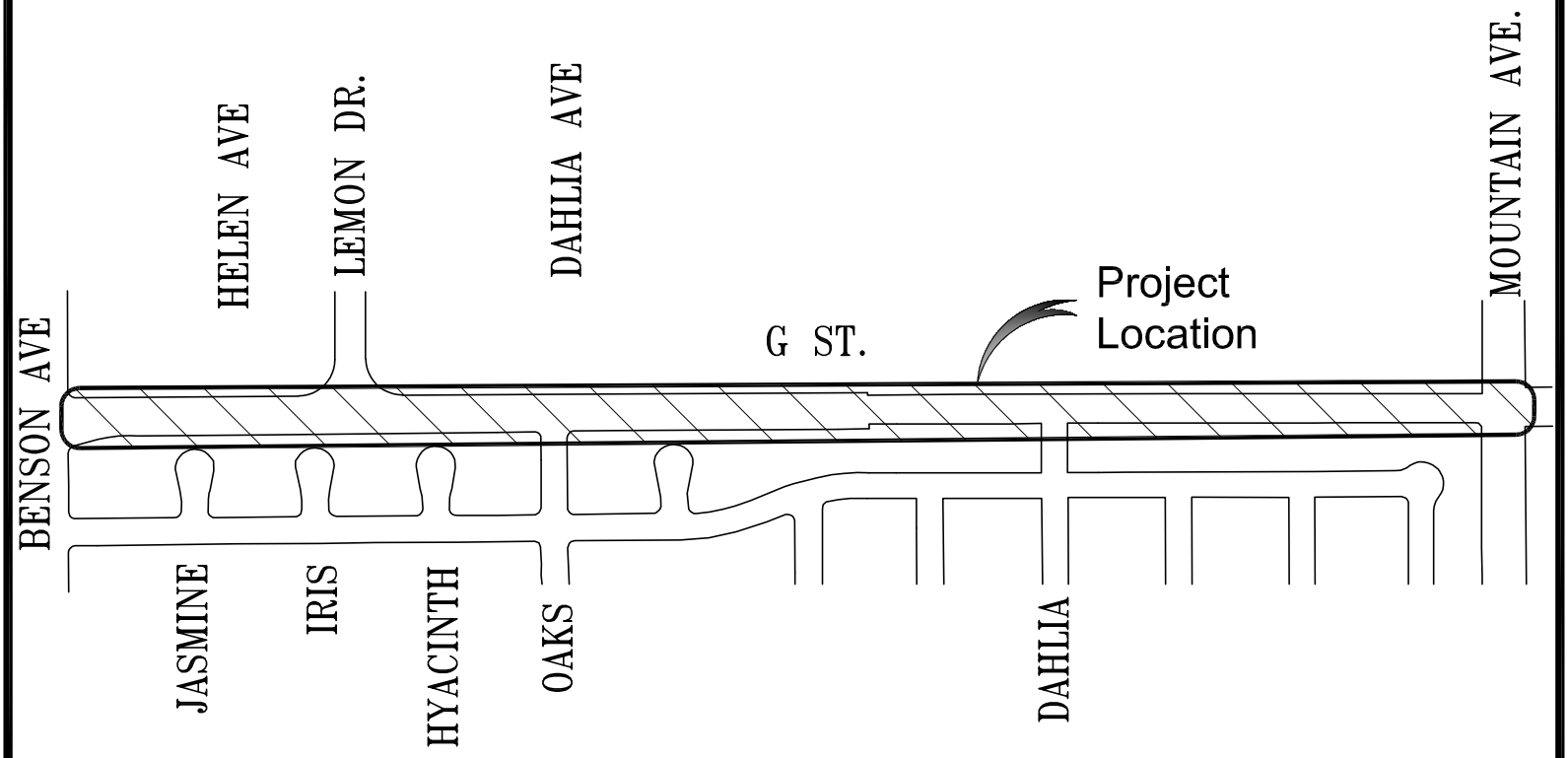
N.T.S.

PHILLIPS STREET
PAVEMENT REHABILITATION
Project No. ST2312
BENSON AVENUE TO CYPRESS AVENUE



N.T.S.

G STREET
PAVEMENT REHABILITATION
Project No. ST2310
BENSON AVENUE TO MOUNTAIN AVENUE



N.T.S.

CITY OF ONTARIO *Agenda Report* **July 5, 2022**	**SECTION:** **CONSENT CALENDAR**
Department: Recreation & Community Services Prepared By: Nick S Gonzalez Staff Member Presenting: Helen McAlary, Executive Director Community Life and Culture Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 6

SUBJECT: STUDENT REPRESENTATIVE AND ALTERNATE APPOINTMENTS TO THE RECREATION & PARKS COMMISSION FOR FY 2022-23

RECOMMENDATION: That the City Council confirm Monique Lynette De Haro of Ontario High School as the Student Representative and Hannah Norton of Colony High School as the Alternate Student Representative to the Recreation & Parks Commission for the term set to expire June 30, 2023.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Encourage, Provide or Support Enhanced Recreational, Educational, Cultural and Healthy City Programs, Policies and Activities

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

BACKGROUND & ANALYSIS: The Student Representative to the Recreation & Parks Commission Program was approved by City Council on March 5, 2022. The Student Representative is a non-voting member of the Recreation & Parks Commission. Since its inception, thirty-four (34) students have participated in the program.

A recruitment was conducted through all local high school and City teen programs. Candidates were nominated by their high schools, and nominees were invited to provide a presentation to the Recreation & Parks Commission. Finalists were selected at the Recreation & Parks Commission meeting on June 27, 2022 with a vote of 5-0. The Recreation & Parks Commission recommends the City Council ratify the appointments of Monique Lynette De Haro and Hannah Norton as non-voting members of the Recreation & Parks Commission for FY 2022-23.

CANDIDATES' INFORMATION: *Monique Lynette De Haro* - Monique is a student at Ontario High School entering her junior year. She is a member of the De Anza Community & Teen Center Teen Action Committee, where she has volunteered since 2020. Monique is the head of the Freshman Leadership for Ontario High School's Collaborative Student Success (CSS) program and secretary of the Ontario High School chapter of the United Nations International Children's Emergency Fund (UNICEF). She has participated with several of the City's special events including the College &

Career Fair, Holiday Light Parade, Ontario 5K Reindeer Run, and other Recreation & Community Services special events. Upon graduation from high school, Monique plans to attend college to obtain a bachelor's degree. Her eventual goal is to attend medical school and become a pediatric cardiothoracic surgeon.

Hannah Norton - Hannah is a student at Colony High School entering her senior year. Hannah moved to Ontario two years ago and was excited to apply for this position after her school counselor announced the opportunity. Hannah is the president of her school's Renaissance program, which recognizes student achievement and expresses appreciation for school staff. She is a tutor for children with special needs and runs her own non-profit organization which raises awareness of those who suffer from mental illness. She is passionate about the mental health of her peers and children with autism. Hannah is excited for the opportunity to be a voice for teens in her community. After high school, she plans to attend the University of Southern California or University of California, Santa Barbara. Hannah plans to either major in urban planning to help low-income communities or psychology to become a psychiatrist.

CITY OF ONTARIO *Agenda Report* **July 5, 2022**	**SECTION:** **CONSENT CALENDAR**
Department: Parks & Maintenance Prepared By: Alfredo Banuelos Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Bonnie Tam Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 7

SUBJECT: A CONSTRUCTION CONTRACT FOR AMERICANS WITH DISABILITIES ACT (ADA) CONCRETE RAMP CONSTRUCTION SERVICES

RECOMMENDATION: That the City Council authorize the City Manager or his designee to execute a one-year Construction Contract with CT&T Concrete Paving, Inc., of Diamond Bar, California, for ADA Concrete Ramp Construction Services for a not to exceed amount of $175,000.

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

FISCAL IMPACT: The Fiscal Year 2022-23 Adopted Budget includes appropriations of $175,000 in the Community Development Block Grant (CDBG) Fund for ADA Concrete Ramp Construction Services.

BACKGROUND & ANALYSIS: The Public Works Agency is responsible for the maintenance and installation of ADA ramps citywide. On average, every year, 35 new ADA ramps are installed throughout the City using a construction contract vendor. In May 2022, the City solicited bids for CDBG ADA Concrete Ramps Construction. Three bids were received and all of them met the minimum bid criteria and standards necessary to perform the scope of work. A summary of the bid results are as follows:

Vendor	Location	Bid Unit Price (Per Ramp)	Total Bid Unit Price
CT&T Concrete Paving, Inc.	Diamond Bar, California	$5,280.00	$13,408.70
Gentry General Engineering, Inc.	Rancho Cucamonga, California	$8,500.00	$19,603.80
High Point Concrete Construction	Victorville, California	$5,468.00	$24,259.00

CT&T Concrete Paving, Inc. of Diamond Bar, California, submitted the lowest responsible bid that met all the local and federal required specifications for a unit price of $5,280 per ramp and a total

unit price of $13,408.70 per ramp with different types of additional services. Additional services would be charged per ramp only when rock curb, Portland Cement Concrete (PCC) curb, or drive approach is removed and replaced. A one-time mobilization cost of $7,500 will be charged for the establishment of construction sites. Based on their credentials, pricing, and favorable reference checks, Staff recommends awarding the Construction Contract to CT&T Concrete Paving, Inc.

CITY OF ONTARIO *Agenda Report* **July 5, 2022**	**SECTION:** **CONSENT CALENDAR**
Department: Parks & Maintenance Prepared By: Alfredo Banuelos Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Bonnie Tam Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 8

SUBJECT: A GOODS AND SERVICES AGREEMENT FOR PROCUREMENT OF ASPHALT MATERIALS

RECOMMENDATION: That the City Council authorize the procurement of asphalt materials by the City Manager or his designee, for a one-year period at set pricing per Bid Invitation #1522 with All American Asphalt of Corona, California, for a not to exceed amount of $805,970 and Vulcan Materials Co. of Irwindale, California, for a not to exceed amount of $37,000, for a total not to exceed amount of $842,970 for Fiscal Year 2022-23.

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

FISCAL IMPACT: Appropriations are included in the Gas Tax Fund for Fiscal Year 2022-23 Adopted Budget. The not to exceed contract amount for All American Asphalt is $805,970, and for Vulcan Materials Co. is $37,000, for a total not to exceed amount of $842,970 for the purchase of asphalt materials for street overlay and maintenance work.

BACKGROUND & ANALYSIS: The City routinely purchases asphalt and other materials from suppliers on an as-needed basis for on-going maintenance and repairs. The suppliers will be compensated for materials based on the fee structures and material billing rates set forth in the respective one-year purchasing agreements.

On April 12, 2021, the City solicited bids for the purchase of asphalt materials. On April 27, 2021, two (2) bids were received ranging from $547.55 and $550.15 per ton. After reviewing the bids, and based on credentials, pricing, favorable product availability and service, it was determined that Vulcan Materials Co. was the lowest responsible bidder. However, Staff requests authority to purchase materials from both Vulcan Materials Co. and All American Asphalt. While Vulcan Materials Co. is the lowest responsible bidder, they are seldom able to "truck" asphalt supplies for our street overlay projects while All American Asphalt has their own trucks to deliver asphalt

supplies. Therefore, Staff will order from All American Asphalt for the residential overlay program where delivery of asphalt is required and Vulcan Materials Co. for pothole and other materials that we can go pick up the materials. Bid results are listed below:

Vendor	**Location**	**Price Per Ton**
Vulcan Materials Co.	Irwindale, California	$547.55
All American Asphalt	Corona, California	$550.15

Purchasing from multiple suppliers is recommended in order to give the City the flexibility required to ensure the quality and timeliness of materials. The selected suppliers possessed the knowledge, qualifications, and experience needed to meet all Federal and State requirements.

CITY OF ONTARIO *Agenda Report* **July 5, 2022**	**SECTION:** **CONSENT CALENDAR**
Department: Economic Development Prepared By: Karla Tavera Staff Member Presenting: Jennifer McLain Hiramoto, Economic Development Director Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 9

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING THE LEVY OF THE ASSESSMENTS FOR FISCAL YEAR 2022-23 FOR THE DOWNTOWN ONTARIO COMMUNITY BENEFIT DISTRICT**

RECOMMENDATION: That the City Council adopt a Resolution for the Downtown Ontario Improvement Association ("DOIA") authorizing the levying of the special assessments for Fiscal Year ("FY") 2022-23.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
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: The FY 2022-23 Adopted Budget includes appropriations of $145,000 from the General Fund for the parcels owned by the City and approximately $30,000 from the Ontario Housing Authority (OHA) Fund for the parcels owned by the OHA. Should there be any adjustments and/or corrections to the assessment amounts, the appropriations will be included in the First Quarter Budget Report to the City Council.

BACKGROUND & ANALYSIS: On August 20, 2019, the City Council approved the formation of the Downtown Ontario Community Benefit District ("CBD") for an initial five-year term. The objective of the CBD is to provide enhanced services and improvements benefiting downtown property owners by increasing economic activity and enhancing the value of commercial, retail and residential property. As a key component of the overall downtown revitalization strategy, the implementation of the CBD has resulted in a cleaner downtown, attracted new businesses, and is supporting the transformation of the downtown into an 18-hour vibrant hub of retail and residential activity.

California Streets and Highway Code, Section 36650, the law governing CBD requirements and processes, requires that the City Council authorize the levying of the assessments and approve an Annual Report. On February 15, 2022, the City Council approved the FY 2021-22 Annual Report submitted by the Downtown Ontario Improvement Association ("DOIA). This report is consistent with the components outlined in the District Management Plan. The following items are highlights

of the Annual Report: Civil Sidewalk Improvements; Marketing/District Identity/Placemaking; and, Administration.

In order to continue levying the special assessment with the CBD program for the next fiscal year, the City Council must adopt a Resolution to approve this levying of assessments for FY 2022-23. Exhibit A shows the breakdown of the assessment roll by APN number. The total assessments for all 204 parcels within the CDB for FY 2022-23 equal $471,929.96.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING THE LEVY OF THE ASSESSMENTS FOR FISCAL YEAR 2022-23 FOR THE DOWNTOWN ONTARIO COMMUNITY BENEFIT DISTRICT.

WHEREAS, on August 20, 2019, the City Council approved a Management District Plan entitled the “Downtown Ontario CBD Management District Plan” (the “Management District Plan”); and

WHEREAS, the City Council conducted the public hearing on August 20, 2019, at which ballots cast in favor of and in opposition to proposed assessment and formation of the Downtown Ontario Community Benefit ("District" or “CBD”) for a five-year term were tabulated; and

WHEREAS, of the ballots cast, property owners representing a majority of the total assessments voted in favor of the proposed assessment and formation of the CBD; and

WHEREAS, on August 20, 2019, the City Council adopted Resolution No. 2019-108 to establish the District and approve the levy of assessments commencing with FY 2019-2020, and ending with FY 2023-2024 with the provision for maximum five percent (5%) annual increases for the term of the CBD; and

WHEREAS, Streets and Highways Code Section 36650 requires the improvement association of a property-based community benefit district submit an Annual Report to the legislative body for approval beginning its second year of operation and each year thereafter; and

WHEREAS, on February 15, 2022, the City Council approved the FY 2021-22 Annual Report submitted by the Downtown Ontario Improvement Association (“DOIA).

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

SECTION 1. That the CBD assessments to be levied for FY 2022-23, attached hereto as Exhibit 1, are hereby approved for submittal to the San Bernardino County Assessor for the period beginning July 1, 2022 and ending June 30, 2023.

SECTION 2. That Willdan Financial Services is hereby authorized to file all required documents and notice of assessments, in accordance with Section 3114 of the Streets and Highways Code, with the San Bernardino County Recorder.

SECTION 3. That the City Treasurer shall deposit all CBD assessments remitted into the fund established for the District for distribution to the District by the Director of Finance in accordance with the approved Management District plan.

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

PASSED, APPROVED, AND ADOPTED this 5th day of July 2022.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2022- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 5, 2022 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2022- duly passed and adopted by the Ontario City Council at their regular meeting held July 5, 2022.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

Downtown Ontario Community Benefit District
Fiscal Year 2022/23
Assessment Roll

Assessor's Parcel Number (APN)	Assessor's Parcel Number Formatted (APN)	Owner Name	Land Use	Linear Frontage (Ft)	Lot Size (Sq Ft)	Building Area (Sq Ft)	Linear Frontage Assess Rate ($/Ft)	Lot Size Assess Rate ($/Sq Ft)	Building Assess Rate ($/Sq Ft)	FY 2022/23 Assessment ($)
1048354010000	1048-354-01-0000	123 W E STREET LLC	MISCELLANEOUS	201	10,058	-	6.30	0.06300	0.1680	1,899.95
1048354020000	1048-354-02-0000	123 W E STREET LLC	OFFICE	50	8,850	18,084	6.30	0.06300	0.1680	3,910.66
1048354030000	1048-354-03-0000	123 W E STREET LLC	RETAIL SALES	187	7,812	9,068	6.30	0.06300	0.1680	3,193.68
1048354040000	1048-354-04-0000	WASHINGTON, CARRYE	RETAIL SALES	31	3,875	3,875	6.30	0.06300	0.1680	1,090.43
1048354050000	1048-354-05-0000	BORGES, BENITO I & ESTELA C JNT LIV	OFFICE	16	1,100	900	6.30	0.06300	0.1680	321.3
1048354060000	1048-354-06-0000	NOFFSINGER FAMILY TRUST 11/2/95	RETAIL SALES	16	1,890	1,200	6.30	0.06300	0.1680	421.47
1048354070000	1048-354-07-0000	WORK BOOT WAREHOUSE	RETAIL SALES	42	5,418	7,172	6.30	0.06300	0.1680	1,810.83
1048354080000	1048-354-08-0000	YAMAMOTO, HARVEY H TR & YAMAMOTO, CINDY M TR	RETAIL SALES	20	2,520	2,400	6.30	0.06300	0.1680	687.96
1048354090000	1048-354-09-0000	YAMAMOTO, HARVEY H TR & YAMAMOTO, CINDY M TR	RETAIL SALES	31	3,875	3,875	6.30	0.06300	0.1680	1,090.43
1048354100000	1048-354-10-0000	MARCOS, FARID	RETAIL SALES	31	3,906	3,100	6.30	0.06300	0.1680	962.18
1048354110000	1048-354-11-0000	CAMPUZANO, GLORIA	RETAIL SALES	250	15,750	9,325	6.30	0.06300	0.1680	4,133.85
1048354120000	1048-354-12-0000	CITY OF ONTARIO	VACANT	321	25,488	-	6.30	0.06300	0.1680	3,628.04
1048354130000	1048-354-13-0000	CITY OF ONTARIO	VACANT	70	6,580	-	6.30	0.06300	0.1680	855.54
1048355020000	1048-355-02-0000	CITY OF ONTARIO	VACANT	48	8,469	-	6.30	0.06300	0.1680	835.95
1048355030000	1048-355-03-0000	EUCLID PROPERTIES 531 LLC	OFFICE	173	5,922	4,900	6.30	0.06300	0.1680	2,286.19
1048355040000	1048-355-04-0000	EUCLID PROPERTIES 531 LLC	RETAIL SALES	46	5,764	4,042	6.30	0.06300	0.1680	1,331.99
1048355050000	1048-355-05-0000	LE, DA HONG & LE, NGOC DUNG	RETAIL SALES	31	3,927	1,659	6.30	0.06300	0.1680	721.41
1048355060000	1048-355-06-0000	LE, DA HONG & LE, NGOC DUNG	RETAIL SALES	41	3,876	2,449	6.30	0.06300	0.1680	913.92
1048355070000	1048-355-07-0000	CHEN, JEFFREY J H LIVING TR 3-9-06 & CHEN REVOCABLE TRUST 8-30-96	OFFICE	44	7,560	6,193	6.30	0.06300	0.1680	1,793.9
1048355080000	1048-355-08-0000	CHEN, JEFFREY J H LIVING TR 3-9-06 & CHEN REVOCABLE TRUST 8-30-96	OFFICE	44	5,555	4,579	6.30	0.06300	0.1680	1,396.44
1048355090000	1048-355-09-0000	DYLAN INVESTMENTS GROUP LLC	RETAIL SALES	250	19,268	2,430	6.30	0.06300	0.1680	3,197.12
1048355110000	1048-355-11-0000	CITY OF ONTARIO	VACANT	58	10,217	-	6.30	0.06300	0.1680	1,009.07
1048355130000	1048-355-13-0000	SELLERS, JUERGEN L TR & SELLERS, KATHERINE A TR	OFFICE	57	5,358	1,555	6.30	0.06300	0.1680	957.89
1048355150000	1048-355-15-0000	AEGIS REAL ESTATE MANAGEMENT CORP	OFFICE	333	16,992	7,204	6.30	0.06300	0.1680	4,378.67
1048356010000	1048-356-01-0000	WHITEHURST, DANIEL K & WHITEHURST, KATHLEEN M	CEMETERY/MORTUARY	259	19,492	7,083	6.30	0.06300	0.1680	4,049.64
1048356020000	1048-356-02-0000	635 NORTH EUCLID, LLC	RETAIL SALES	208	10,396	8,640	6.30	0.06300	0.1680	3,416.87
1048356030000	1048-356-03-0000	ALVA LUX GROUP LLC	OFFICE	48	5,850	3,449	6.30	0.06300	0.1680	1,250.38
1048356040000	1048-356-04-0000	MAGIC NUMBER 3 INVESTMENTS LLC	RESID. APARTMENTS	45	5,670	4,091	6.30	0.06300	0.1680	1,328.0
1048356050000	1048-356-05-0000	EAST FOREST INVESTMENT LLC	OFFICE	62	7,812	12,400	6.30	0.06300	0.1680	2,965.96
1048356060000	1048-356-06-0000	CARABAJAL, MARIA ZAIDA	OFFICE	31	3,906	1,752	6.30	0.06300	0.1680	735.71
1048356070000	1048-356-07-0000	LE, DA HONG & LE, NGOC-DUNG H	VACANT	31	3,906	-	6.30	0.06300	0.1680	441.38
1048356080000	1048-356-08-0000	CITY OF ONTARIO	OFFICE	31	2,480	2,480	6.30	0.06300	0.1680	768.18
1048356090000	1048-356-09-0000	ROSE-IN -BLOOM INC	OFFICE	111	2,480	2,170	6.30	0.06300	0.1680	1,220.1
1048356100000	1048-356-10-0000	ROSENBLUM, JERRY A & CHERYL REVOCABL	RESID. SINGLE FAMILY	46	2,852	-	6.30	0.06300	0.1680	469.48
1048356110000	1048-356-11-0000	CITY OF ONTARIO	VACANT	55	9,799	-	6.30	0.06300	0.1680	963.84
1048356120000	1048-356-12-0000	WHITEHURST, DANIEL K & WHITEHURST, KATHLEEN M	PARKING LOT	273	16,992	-	6.30	0.06300	0.1680	2,790.4
1048356130000	1048-356-13-0000	WHITEHURST, DANIEL K & WHITEHURST, KATHLEEN M	RETAIL SALES	62	5,564	2,068	6.30	0.06300	0.1680	1,088.56
1048361010000	1048-361-01-0000	NEWTON, DANIEL DEWITT IRREV TR 12/14 & NEWTON, DANIEL DEWITT GST	RESTAURANT	250	15,710	5,454	6.30	0.06300	0.1680	3,481.0
1048361020000	1048-361-02-0000	NEWTON, DANIEL DEWITT IRREV TR 12/14 & NEWTON, DANIEL DEWITT GST	PARKING LOT	48	7,681	-	6.30	0.06300	0.1680	786.3
1048361030000	1048-361-03-0000	NEWTON, DANIEL DEWITT IRREV TR 12/14 & NEWTON, DANIEL DEWITT GST	PARKING LOT	50	6,930	-	6.30	0.06300	0.1680	751.59
1048361040000	1048-361-04-0000	MERCADO, OSCAR	RESID. SINGLE FAMILY	191	7,140	2,017	6.30	0.06300	0.1680	1,991.98
1048361050000	1048-361-05-0000	HODGSON, MICHAEL L & HODGSON, WINDY	RESID. SINGLE FAMILY	121	3,108	1,182	6.30	0.06300	0.1680	1,156.68
1048361060000	1048-361-06-0000	PIGLET & PIGGY ONTARIO FAMILY LP	PARKING LOT	58	8,352	-	6.30	0.06300	0.1680	891.58
1048361070000	1048-361-07-0000	PIGLET & PIGGY ONTARIO FAMILY LP	OFFICE	62	8,928	7,130	6.30	0.06300	0.1680	2,150.9
1048361080000	1048-361-08-0000	LIU, JAMES T	RETAIL SALES	202	8,352	5,292	6.30	0.06300	0.1680	2,687.83
1048361090000	1048-361-09-0000	YAN, LIPING & QIU, LIHUA	OFFICE	188	7,855	6,492	6.30	0.06300	0.1680	2,769.92
1048361100000	1048-361-10-0000	SERRANO, RIGOBERTO & SERRANO, PRIMITIVA	RETAIL SALES	62	7,812	5,263	6.30	0.06300	0.1680	1,766.94
1048361110000	1048-361-11-0000	SERRANO, RIGOBERTO & SERRANO, PRIMITIVA	PARKING LOT	62	7,812	-	6.30	0.06300	0.1680	882.76
1048361120000	1048-361-12-0000	NEWTON, DANIEL DEWITT IRREV TR 12/14 & NEWTON, DANIEL DEWITT GST	PARKING LOT	62	7,855	-	6.30	0.06300	0.1680	885.47
1048362020000	1048-362-02-0000	BETHEL CONGREGATIONAL CHURCH	VACANT	46	8,142	-	6.30	0.06300	0.1680	802.75
1048362030000	1048-362-03-0000	WALLA WALL GROUP	OFFICE	273	16,800	9,342	6.30	0.06300	0.1680	4,347.76
1048362040000	1048-362-04-0000	ROSALES, BARBARA & ROSALES, FERNANDO	RESID. SINGLE FAMILY	86	7,680	2,209	6.30	0.06300	0.1680	1,396.75
1048362050000	1048-362-05-0000	ALELUK LLC	PARKING LOT	187	8,736	-	6.30	0.06300	0.1680	1,728.47
1048362060000	1048-362-06-0000	SCHNEIDER FAMILY TRUST 02/16/90 & JANSAK FAMILY TRUST 10/18/90	VETERINARIAN/HOSP	49	8,640	1,940	6.30	0.06300	0.1680	1,178.94
1048362070000	1048-362-07-0000	SHOKER BROTHERS LLC & TRIPLE S OIL LLC	MINI MART	250	15,624	1,148	6.30	0.06300	0.1680	2,752.18
1048362080000	1048-362-08-0000	ALELUK LLC	OFFICE	93	11,718	11,096	6.30	0.06300	0.1680	3,188.26
1048362090000	1048-362-09-0000	BETHEL CONGREGATIONAL CHURCH	CHURCH	220	11,782	-	6.30	0.06300	0.1680	2,128.27
1048362100000	1048-362-10-0000	PENTECOSTAL CHURCH OF GOD I M PAC RE	CHURCH	62	7,855	-	6.30	0.06300	0.1680	885.47

Assessor's Parcel Number (APN)	Assessor's Parcel Number Formatted (APN)	Owner Name	Land Use	Linear Frontage (Ft)	Lot Size (Sq Ft)	Building Area (Sq Ft)	Linear Frontage Assess Rate ($/Ft)	Lot Size Assess Rate ($/Sq Ft)	Building Assess Rate ($/Sq Ft)	FY 2022/23 Assessment ($)
1048363010000	1048-363-01-0000	AFSARI, FAISAL & AFSARI, NUSRAT	AUTOMOTIVE USES	160	5,136	100	6.30	0.06300	0.1680	1,348.37
1048363020000	1048-363-02-0000	CITY OF ONTARIO	PARKING LOT	411	38,086	-	6.30	0.06300	0.1680	4,988.72
1048363030000	1048-363-03-0000	CITY OF ONTARIO	PARKING LOT	224	11,512	-	6.30	0.06300	0.1680	2,136.46
1048363040000	1048-363-04-0000	CITY OF ONTARIO	BANK	205	10,080	10,500	6.30	0.06300	0.1680	3,690.54
1048363050000	1048-363-05-0000	CITY OF ONTARIO	RETAIL SALES	260	31,901	31,973	6.30	0.06300	0.1680	9,019.23
1048551100000	1048-551-10-0000	CITY OF ONTARIO	VACANT	430	46,602	-	6.30	0.06300	0.1680	5,644.93
1048551110000	1048-551-11-0000	ONTARIO HOUSING AUTHORITY	VACANT	349	29,886	-	6.30	0.06300	0.1680	4,081.52
1048551120000	1048-551-12-0000	ONTARIO HOUSING AUTHORITY	VACANT	287	21,240	-	6.30	0.06300	0.1680	3,146.22
1048551130000	1048-551-13-0000	ONTARIO HOUSING AUTHORITY	VACANT	206	6,430	-	6.30	0.06300	0.1680	1,702.89
1048552130000	1048-552-13-0000	CITY OF ONTARIO	PARKING LOT	546	34,579	-	6.30	0.06300	0.1680	5,618.28
1048552140000	1048-552-14-0000	CITY OF ONTARIO	PARKING LOT	97	19,096	-	6.30	0.06300	0.1680	1,814.15
1048552150000	1048-552-15-0000	ONTARIO HOUSING AUTHORITY	PARKING LOT	10	2,439	-	6.30	0.06300	0.1680	216.66
1048552170000	1048-552-17-0000	ONTARIO HOUSING AUTHORITY	BANK	218	10,993	6,800	6.30	0.06300	0.1680	3,208.36
1048552180000	1048-552-18-0000	CITY OF ONTARIO	VACANT	14	789	-	6.30	0.06300	0.1680	137.91
1048552220000	1048-552-22-0000	200 NORTH EUCLID LLC	Retail Sales	213	8,509	8,828	6.30	0.06300	0.1680	3,361.07
1048552230000	1048-552-23-0000	200 NORTH EUCLID LLC	Vacant	-	1,786	-	6.30	0.06300	0.1680	112.52
1048552240000	1048-552-24-0000	ONTARIO HOUSING AUTHORITY	Vacant	195	24,332	-	6.30	0.06300	0.1680	2,761.42
1048553010000	1048-553-01-0000	CITY OF ONTARIO HOUSING AUTHORITY	VACANT	185	7,434	-	6.30	0.06300	0.1680	1,633.84
1048553020000	1048-553-02-0000	CITY OF ONTARIO	RETAIL SALES	48	8,496	4,450	6.30	0.06300	0.1680	1,585.25
1048553030000	1048-553-03-0000	CITY OF ONTARIO	VACANT	48	8,496	-	6.30	0.06300	0.1680	837.65
1048553040000	1048-553-04-0000	CITY OF ONTARIO	PARKING LOT	225	8,496	-	6.30	0.06300	0.1680	1,952.75
1048553050000	1048-553-05-0000	ONTARIO HOUSING AUTHORITY	RETAIL SALES	40	5,760	-	6.30	0.06300	0.1680	614.88
1048553060000	1048-553-06-0000	ONTARIO HOUSING AUTHORITY	SHOPPING CENTERS	157	3,810	-	6.30	0.06300	0.1680	1,229.13
1048553070000	1048-553-07-0000	ONTARIO HOUSING AUTHORITY	RETAIL SALES	33	4,191	-	6.30	0.06300	0.1680	471.93
1048553080000	1048-553-08-0000	ONTARIO HOUSING AUTHORITY	SHOPPING CENTERS	53	6,731	-	6.30	0.06300	0.1680	757.95
1048553090000	1048-553-09-0000	ONTARIO HOUSING AUTHORITY	PARKING LOT	28	3,556	-	6.30	0.06300	0.1680	400.43
1048553100000	1048-553-10-0000	ONTARIO HOUSING AUTHORITY	PARKING LOT	146	2,520	-	6.30	0.06300	0.1680	1,078.56
1048553110000	1048-553-11-0000	ONTARIO HOUSING AUTHORITY	PARKING LOT	31	3,906	-	6.30	0.06300	0.1680	441.38
1048553120000	1048-553-12-0000	ONTARIO HOUSING AUTHORITY	RETAIL SALES	31	3,906	-	6.30	0.06300	0.1680	441.38
1048553130000	1048-553-13-0000	ONTARIO HOUSING AUTHORITY	RETAIL SALES	62	7,812	10,000	6.30	0.06300	0.1680	2,562.76
1048553140000	1048-553-14-0000	ONTARIO HOUSING AUTHORITY	RETAIL SALES	32	4,268	-	6.30	0.06300	0.1680	470.48
1048553150000	1048-553-15-0000	ONTARIO HOUSING AUTHORITY	RETAIL SALES	31	3,780	3,904	6.30	0.06300	0.1680	1,089.31
1048553160000	1048-553-16-0000	CITY OF ONTARIO	RETAIL SALES	31	8,854	3,250	6.30	0.06300	0.1680	1,299.1
1048553170000	1048-553-17-0000	CITY OF ONTARIO	RETAIL SALES	65	8,190	17,400	6.30	0.06300	0.1680	3,848.67
1048561070000	1048-561-07-0000	GROUP 1 EL MONTE PROPERTIES LTD	RESID. APARTMENTS	225	8,496	3,417	6.30	0.06300	0.1680	2,526.8
1048561080000	1048-561-08-0000	JOSHUA 1 PROPERTY MANAGEMENT LLC	MEDICAL/DENTAL/LABS	96	17,169	3,845	6.30	0.06300	0.1680	2,332.41
1048561090000	1048-561-09-0000	HU, ZHENGQIANG & DU, RUILAN	RESIDENTIAL	48	8,554	1,392	6.30	0.06300	0.1680	1,075.16
1048561100000	1048-561-10-0000	J-JLACE LP	VACANT	48	8,496	-	6.30	0.06300	0.1680	837.65
1048561110000	1048-561-11-0000	CLS-INVESTMENTS INC & COMMUNITY LENDING SERVICES INC	OFFICE	123	8,400	1,190	6.30	0.06300	0.1680	1,504.02
1048561120000	1048-561-12-0000	BELLO CONSTRUCTION COMPANY INC	COMMERCIAL	102	4,896	1,728	6.30	0.06300	0.1680	1,241.35
1048561130000	1048-561-13-0000	FRONTIER CALIFORNIA INC	VACANT	642	54,516	109,032	6.30	0.06300	0.1680	25,796.48
1048562010000	1048-562-01-0000	UNITED CHRISTIAN CHURCH/HACIENDA HTS	CHURCH	417	42,834	-	6.30	0.06300	0.1680	5,325.64
1048562020000	1048-562-02-0000	RMEICH LLC	OFFICE	225	8,496	4,178	6.30	0.06300	0.1680	2,654.65
1048562030000	1048-562-03-0000	RUBEL FAMILY TRUST 1-7-91 - EST OF	SHOPPING CENTERS	369	34,161	19,923	6.30	0.06300	0.1680	7,823.91
1048562060000	1048-562-06-0000	HALE, KENNETH D	OFFICE	55	2,658	1,980	6.30	0.06300	0.1680	846.59
1048562070000	1048-562-07-0000	PAN DE VIDA SPANISH MINISTRY OF ONTA	COMMERCIAL	170	13,032	-	6.30	0.06300	0.1680	1,892.02
1048563010000	1048-563-01-0000	TORRES, MARIA & HORTA, OSVALDO ANDRES	OFFICE	175	6,096	1,194	6.30	0.06300	0.1680	1,687.14
1048563020000	1048-563-02-0000	JJDR REAL ESTATE CORP	VACANT	48	8,496	-	6.30	0.06300	0.1680	837.65
1048563030000	1048-563-03-0000	JJDR REAL ESTATE CORP	RETAIL SALES	96	16,992	6,767	6.30	0.06300	0.1680	2,812.15
1048563040000	1048-563-04-0000	JJDR REAL ESTATE CORPORATION	RETAIL SALES	48	8,640	3,360	6.30	0.06300	0.1680	1,411.2
1048563050000	1048-563-05-0000	JJDR REAL ESTATE CORP	RETAIL SALES	225	8,496	13,104	6.30	0.06300	0.1680	4,154.22
1048563060000	1048-563-06-0000	CITY OF ONTARIO	VACANT	226	9,365	-	6.30	0.06300	0.1680	2,013.8
1048563070000	1048-563-07-0000	ROSENBLUM, JERRY A & CHERYL REV TR 1	OFFICE	48	7,536	5,154	6.30	0.06300	0.1680	1,643.04
1048563080000	1048-563-08-0000	ROSENBLUM, JERRY A & CHERYL REV TR 1	SHOPPING CENTERS	96	16,992	16,692	6.30	0.06300	0.1680	4,479.55
1048563090000	1048-563-09-0000	ROSENBLUM, JERRY A & CHERYL REV TR	AUTOMOTIVE USES	46	8,496	-	6.30	0.06300	0.1680	825.05
1048563100000	1048-563-10-0000	ROSENBLUM, JERRY A & CHERYL REV TR	AUTOMOTIVE USES	225	8,496	-	6.30	0.06300	0.1680	1,952.75
1048563110000	1048-563-11-0000	BECERRA, GLORIA A & AYALA, KRYSTAL J	RESIDENTIAL	47	2,400	790	6.30	0.06300	0.1680	580.02
1048564010000	1048-564-01-0000	LCS ENTERPRISES LLC	RETAIL SALES	176	7,680	6,888	6.30	0.06300	0.1680	2,749.82
1048564020000	1048-564-02-0000	JIANPING LLC	RETAIL SALES	48	8,496	16,724	6.30	0.06300	0.1680	3,647.28
1048564030000	1048-564-03-0000	Y&A INVESTMENT LLC & OPPENHEIM, SUZETTE SEPARATE PROP TR	RETAIL SALES	196	8,820	15,650	6.30	0.06300	0.1680	4,419.66
1048564040000	1048-564-04-0000	Y & A INVESTMENT LLC	RETAIL SALES	55	6,875	4,125	6.30	0.06300	0.1680	1,472.63
1048564050000	1048-564-05-0000	Y & A INVESTMENTS LLC	RETAIL SALES	36	3,906	2,733	6.30	0.06300	0.1680	932.02
1048564060000	1048-564-06-0000	CITY OF ONTARIO	VACANT	61	7,812	-	6.30	0.06300	0.1680	876.46
1048564070000	1048-564-07-0000	ROUMBOS, JOHN P & GEORGIA TRUST & ROUMBOS, JOHN P AND GEORGIA TRS	SHOPPING CENTERS	93	10,278	10,572	6.30	0.06300	0.1680	3,009.51
1048564080000	1048-564-08-0000	MENDEZ, MARIANA Y L	RETAIL SALES	21	1,835	3,472	6.30	0.06300	0.1680	831.2
1048564090000	1048-564-09-0000	DAMON, DAN & JACKIE FAMILY TRUST 8-1	RETAIL SALES	93	2,132	3,960	6.30	0.06300	0.1680	1,385.5
1048564100000	1048-564-10-0000	CHANG, CHIEN-KUO & YU-YUN CHEN SUR S & MA, WENDY CHANG FAMILY LIVING TRUST	RETAIL SALES	74	4,330	8,660	6.30	0.06300	0.1680	2,193.87

Assessor's Parcel Number (APN)	Assessor's Parcel Number Formatted (APN)	Owner Name	Land Use	Linear Frontage (Ft)	Lot Size (Sq Ft)	Building Area (Sq Ft)	Linear Frontage Assess Rate ($/Ft)	Lot Size Assess Rate ($/Sq Ft)	Building Assess Rate ($/Sq Ft)	FY 2022/23 Assessment ($)
1048564110000	1048-564-11-0000	JJDR REAL ESTATE CORPORATION	RETAIL SALES	48	8,622	3,615	6.30	0.06300	0.1680	1,452.91
1048564120000	1048-564-12-0000	CARPENTER, RICHARD R TRUST	RETAIL SALES	214	8,914	8,653	6.30	0.06300	0.1680	3,363.49
1048564130000	1048-564-13-0000	CITY OF ONTARIO	VACANT	58	6,299	-	6.30	0.06300	0.1680	762.24
1048564140000	1048-564-14-0000	CITY OF ONTARIO	VACANT	97	9,312	-	6.30	0.06300	0.1680	1,197.76
1048565010000	1048-565-01-0000	245 ONTARIO PLACE LLC	PARKING LOT	291	23,388	-	6.30	0.06300	0.1680	3,306.74
1048565020000	1048-565-02-0000	CITY OF ONTARIO	MEDICAL/DENTAL/LABS	30	2,100	2,100	6.30	0.06300	0.1680	674.1
1048565030000	1048-565-03-0000	245 ONTARIO PLACE LLC	RETAIL SALES	219	11,782	33,804	6.30	0.06300	0.1680	7,801.04
1048565040000	1048-565-04-0000	TRUEBLOOD, B R & PAULINE M 2002 REV	RETAIL SALES	24	1,536	2,400	6.30	0.06300	0.1680	651.17
1048565050000	1048-565-05-0000	RUBEL ENTERPRISES	RETAIL SALES	37	5,820	11,976	6.30	0.06300	0.1680	2,611.73
1048565060000	1048-565-06-0000	SALDANAS, ISIDRO REVOCABLE TR 8/29/1	RETAIL SALES	62	7,812	7,812	6.30	0.06300	0.1680	2,195.17
1048565070000	1048-565-07-0000	GINGOLD FAMILY TRUST 1-28-09	RETAIL SALES	31	4,032	3,696	6.30	0.06300	0.1680	1,070.24
1048565080000	1048-565-08-0000	GARDNER DENTAL PROPERTY LLC	MEDICAL/DENTAL/LABS	31	3,780	3,480	6.30	0.06300	0.1680	1,018.08
1048565090000	1048-565-09-0000	MOBAY INVESTMENT LLC	RETAIL SALES	31	4,000	5,560	6.30	0.06300	0.1680	1,381.38
1048565100000	1048-565-10-0000	CISNEROS, JOSE JESUS & CISNEROS, ALBERTO	RETAIL SALES	188	7,812	7,938	6.30	0.06300	0.1680	3,010.14
1048565110000	1048-565-11-0000	INDEPENDENT ORDER OF ODD FELLOWS	RETAIL SALES	95	9,216	36,864	6.30	0.06300	0.1680	7,372.26
1048565120000	1048-565-12-0000	KIM, BRUCE	MEDICAL/DENTAL/LABS	118	3,360	3,296	6.30	0.06300	0.1680	1,508.81
1048565130000	1048-565-13-0000	CITY OF ONTARIO	VACANT	107	5,136	-	6.30	0.06300	0.1680	997.67
1048565140000	1048-565-14-0000	CITY OF ONTARIO	VACANT	-	8,448	-	6.30	0.06300	0.1680	532.22
1048566010000	1048-566-01-0000	CITY OF ONTARIO	VACANT	148	4,800	-	6.30	0.06300	0.1680	1,234.8
1048566020000	1048-566-02-0000	CITY OF ONTARIO	RETAIL SALES	48	8,496	6,111	6.30	0.06300	0.1680	1,864.3
1048566030000	1048-566-03-0000	POMONA FIRST FED SAVINGS/LOAN ASSOC	VACANT	48	8,496	-	6.30	0.06300	0.1680	837.65
1048566040000	1048-566-04-0000	POMONA FIRST FED SAVINGS/LOAN ASSOC	BANK	219	11,844	10,840	6.30	0.06300	0.1680	3,946.99
1048566050000	1048-566-05-0000	BETHLEHEM AJAM ONE INC	RETAIL SALES	136	17,262	35,524	6.30	0.06300	0.1680	7,912.34
1048566060000	1048-566-06-0000	TANG, LAN T	RETAIL SALES	52	6,552	5,800	6.30	0.06300	0.1680	1,714.78
1048566070000	1048-566-07-0000	OVERLAND DIRECT INC	RETAIL SALES	219	11,718	12,003	6.30	0.06300	0.1680	4,134.44
1048566080000	1048-566-08-0000	CITY OF ONTARIO	PARKING LOT	-	2,400	-	6.30	0.06300	0.1680	151.2
1048566090000	1048-566-09-0000	CITY OF ONTARIO	PARKING LOT	100	14,662	-	6.30	0.06300	0.1680	1,553.71
1048566100000	1048-566-10-0000	CITY OF ONTARIO	VACANT	225	8,496	-	6.30	0.06300	0.1680	1,952.75
1048566110000	1048-566-11-0000	CITY OF ONTARIO	VACANT	77	3,696	2,208	6.30	0.06300	0.1680	1,088.89
1049055010000	1049-055-01-0000	MCKENRICK FAMILY TRUST (5-16-03)	RETAIL SALES	192	9,064	9,064	6.30	0.06300	0.1680	3,303.38
1049055020000	1049-055-02-0000	TORRES, JOSE OSVALDO	RETAIL SALES	42	3,738	3,738	6.30	0.06300	0.1680	1,128.08
1049055030000	1049-055-03-0000	HATFIELD, DEBRA LEE FAM TRUST 10/26/	SHOPPING CENTERS	50	4,361	4,361	6.30	0.06300	0.1680	1,322.39
1049055040000	1049-055-04-0000	DEFINITELY MAYBE LLC	SHOPPING CENTERS	47	4,183	4,183	6.30	0.06300	0.1680	1,262.37
1049055050000	1049-055-05-0000	TRAKHMAN, ALEXSANDR & KRUTCHENSKY, JEFFREY	AUTOMOTIVE USES	137	4,272	1,000	6.30	0.06300	0.1680	1,300.24
1049055060000	1049-055-06-0000	TRAKHMAN, ALEXSANDR & KRUTCHENSKY, JEFFREY	AUTOMOTIVE USES	137	4,301	-	6.30	0.06300	0.1680	1,134.06
1049055070000	1049-055-07-0000	DEFINITELY MAYBE LLC	VACANT	47	4,183	-	6.30	0.06300	0.1680	559.63
1049055080000	1049-055-08-0000	HATFIELD, DEBRA LEE FAM TRUST 10/26/	VACANT	48	4,301	-	6.30	0.06300	0.1680	573.36
1049055090000	1049-055-09-0000	BODKIN FAMILY TRUST 2-8-93	RETAIL SALES	233	12,816	12,905	6.30	0.06300	0.1680	4,443.35
1049056010000	1049-056-01-0000	CITY OF ONTARIO	VACANT	254	15,225	-	6.30	0.06300	0.1680	2,559.38
1049056020000	1049-056-02-0000	CITY OF ONTARIO	VACANT	48	4,872	-	6.30	0.06300	0.1680	609.34
1049056030000	1049-056-03-0000	CITY OF ONTARIO	VACANT	48	4,872	-	6.30	0.06300	0.1680	609.34
1049056040000	1049-056-04-0000	CITY OF ONTARIO	VACANT	153	5,040	-	6.30	0.06300	0.1680	1,281.42
1049056050000	1049-056-05-0000	CITY OF ONTARIO	SCHOOLS	250	15,225	15,000	6.30	0.06300	0.1680	5,054.18
1049056060000	1049-056-06-0000	CITY OF ONTARIO	VACANT	250	15,225	-	6.30	0.06300	0.1680	2,534.18
1049057010000	1049-057-01-0000	UNITED STATES OF AMERICA	VACANT	430	22,632	-	6.30	0.06300	0.1680	4,134.82
1049057020000	1049-057-02-0000	LANDAVERDE, XENIA E TRUST 2020	RETAIL SALES	56	4,428	4,428	6.30	0.06300	0.1680	1,375.67
1049057030000	1049-057-03-0000	FLORES, JOSE JAIMIE & FLORES, GRACIELA	RETAIL SALES	158	5,280	5,212	6.30	0.06300	0.1680	2,203.66
1049057040000	1049-057-04-0000	PUSCIZNA, DAVID & LUCE, DONALD BRUM TRUST 12-17-18	RETAIL SALES	31	3,520	6,680	6.30	0.06300	0.1680	1,539.3
1049057050000	1049-057-05-0000	THEE AGUILA INC	SHOPPING CENTERS	430	4,900	9,000	6.30	0.06300	0.1680	4,529.7
1049057060000	1049-057-06-0000	CITY OF ONTARIO	VACANT	156	5,600	-	6.30	0.06300	0.1680	1,335.6
1049057070000	1049-057-07-0000	CITY OF ONTARIO	VACANT	50	3,723	-	6.30	0.06300	0.1680	549.55
1049058010000	1049-058-01-0000	VEJ ONTARIO LP	COMMERCIAL	208	9,856	8,654	6.30	0.06300	0.1680	3,385.2
1049058020000	1049-058-02-0000	CITY OF ONTARIO	VACANT	68	5,077	-	6.30	0.06300	0.1680	748.25
1049058030000	1049-058-03-0000	HOUSING AUTHORITY/CO SAN BERNARDINO	COMMERCIAL	191	8,910	21,351	6.30	0.06300	0.1680	5,351.6
1049058040000	1049-058-04-0000	ROJAS, LUIS ALBERTO FAM TR 12/15/08 & ROJAS, LUIS A	OFFICE	214	9,000	4,048	6.30	0.06300	0.1680	2,595.26
1049058050000	1049-058-05-0000	CORNERSTONE CA LLC	MEDICAL/DENTAL/LABS	204	13,346	3,920	6.30	0.06300	0.1680	2,784.56
1049059070000	1049-059-07-0000	ONTARIO HOUSING AUTHORITY	RESID. SINGLE FAMILY	52	6,136	-	6.30	0.06300	0.1680	714.17
1049059080000	1049-059-08-0000	VEJ ONTARIO LP	SHOPPING CENTERS	74	8,140	2,910	6.30	0.06300	0.1680	1,467.9
1049059090000	1049-059-09-0000	VEJ ONTARIO LP	PARKING LOT	56	8,140	-	6.30	0.06300	0.1680	865.62
1049059140000	1049-059-14-0000	CITY OF ONTARIO	VACANT	405	39,403	-	6.30	0.06300	0.1680	5,033.89
1049059210000	1049-059-21-0000	VEJ ONTARIO LP	COMMERCIAL	269	29,645	22,935	6.30	0.06300	0.1680	7,415.42
1049061010000	1049-061-01-0000	SEC EUCLID & HOLT AVE PROPERTY LP	OFFICE	428	20,097	57,930	6.30	0.06300	0.1680	13,694.75
1049061020000	1049-061-02-0000	SEC EUCLID & HOLT AVE PROPERTY LP	OFFICE	427	20,196	-	6.30	0.06300	0.1680	3,962.45
1049061030000	1049-061-03-0000	SEC EUCLID & HOLT AVE PROPERTY LP	PARKING LOT	48	4,488	-	6.30	0.06300	0.1680	585.14
1049062010000	1049-062-01-0000	CITY OF ONTARIO	RECREATIONAL	395	34,087	15,000	6.30	0.06300	0.1680	7,155.98
1049062020000	1049-062-02-0000	CITY OF ONTARIO	RECREATIONAL	412	38,880	-	6.30	0.06300	0.1680	5,045.04
1049063010000	1049-063-01-0000	NA, SUSAN TR	AUTOMOTIVE USES	190	9,021	5,536	6.30	0.06300	0.1680	2,695.37

Assessor's Parcel Number (APN)	Assessor's Parcel Number Formatted (APN)	Owner Name	Land Use	Linear Frontage (Ft)	Lot Size (Sq Ft)	Building Area (Sq Ft)	Linear Frontage Assess Rate ($/Ft)	Lot Size Assess Rate ($/Sq Ft)	Building Assess Rate ($/Sq Ft)	FY 2022/23 Assessment ($)
1049063020000	1049-063-02-0000	CITY OF ONTARIO	SHOPPING CENTERS	97	13,548	11,400	6.30	0.06300	0.1680	3,379.82
1049063030000	1049-063-03-0000	ROJAS, ALICIA FAMILY TRUST 12/15/08	RETAIL SALES	17	1,504	1,040	6.30	0.06300	0.1680	376.57
1049063040000	1049-063-04-0000	ROJAS, ALICIA FAMILY TRUST 12-15-08	RETAIL SALES	31	3,008	2,080	6.30	0.06300	0.1680	734.24
1049063050000	1049-063-05-0000	CARVALHO, JOAO R & CARVALHO, LISA C	RETAIL SALES	142	4,512	1,614	6.30	0.06300	0.1680	1,450.01
1049063060000	1049-063-06-0000	GREEN, ARCHIE L	AUTOMOTIVE USES	142	4,512	3,384	6.30	0.06300	0.1680	1,747.37
1049063070000	1049-063-07-0000	GREEN, ARCHIE L	COMMERCIAL	48	4,464	1,645	6.30	0.06300	0.1680	859.99
1049063080000	1049-063-08-0000	GREEN, ARCHIE L	VACANT	96	9,021	-	6.30	0.06300	0.1680	1,173.12
1049063090000	1049-063-09-0000	NA, CHRIS SUNG & NA, STEVE CHUNGHWAN	VACANT	143	4,559	-	6.30	0.06300	0.1680	1,188.12
1049063100000	1049-063-10-0000	HARMAN, JOHN D & HARMAN, PAULA R	SHOPPING CENTERS	47	4,559	4,000	6.30	0.06300	0.1680	1,255.32
1049064120000	1049-064-12-0000	CITY OF ONTARIO	RECREATIONAL	-	8,064	-	6.30	0.06300	0.1680	508.03
1049064130000	1049-064-13-0000	CITY OF ONTARIO	RECREATIONAL	133	12,768	6,400	6.30	0.06300	0.1680	2,717.48
1049064140000	1049-064-14-0000	CITY OF ONTARIO	PARKING LOT	620	48,242	6,232	6.30	0.06300	0.1680	7,992.22
Total				**27,356**	**2,035,955**	**1,019,773**				**$471,929.96**
Parcel Count										**204**

CITY OF ONTARIO *Agenda Report* **July 5, 2022**	**SECTION:** **CONSENT CALENDAR**
Department: Records Management Prepared By: Claudia Y Isbell Staff Member Presenting: Ruben Duran, City Attorney Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 10

SUBJECT: **RESOLUTIONS TO CALL AND GIVE NOTICE, CONSOLIDATE AND ADOPT REGULATIONS FOR CANDIDATE STATEMENTS FOR THE GENERAL MUNICIPAL ELECTION OF NOVEMBER 8, 2022**

RECOMMENDATION: That the City Council adopt the following Resolutions:

A. A Resolution to call and set the date of the General Municipal Election as November 8, 2022;
B. A Resolution to request the San Bernardino County Registrar of Voters to consolidate the election with the General Election; and
C. A Resolution establishing regulations pertaining to Candidate Statements.

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

FISCAL IMPACT: The cost of election services provided by the County of San Bernardino is anticipated to be $161,000. Appropriations are included in the General Fund as part of the Fiscal Year 2022-23 Adopted Budget.

BACKGROUND & ANALYSIS: California Government Code provides that general law cities conduct elections every two years for the purpose of electing their public officials. On July 21, 1987, the City Council adopted Ordinance No. 2392 providing for consolidation of general municipal elections with the state's General Elections. On November 8, 2022, the community will be asked to elect a Mayor and two City Council Members.

The proposed Resolutions are required by the California Elections Code and cover the options available for the translation, printing, and payment for candidate statements. In past elections, candidates have had the option of submitting a candidate statement for inclusion in the voter information pamphlet. State law also requires that a Spanish language translation of each candidates statement be included in the voter information pamphlet. Additionally, Election Code Section 13307(a)(1) allows the governmental body of a local agency to determine either a 200 or 400 word limitation for candidate statements. Consistent with past City Council elections, Staff is

recommending a 400 word count limitation for candidate statements.

The cost of translation and printing of candidates statements has historically been the responsibility of the candidates. This costs varies each election based on a number of factors including; actual printing costs, the number of candidate statements submitted and the number of registered voters. The final cost for translating, printing and publishing a 400 word candidate statement for this year's election is currently under purview of the County. An estimate for these cost will be collected from the candidates and subsequently reconciled after the County confirms final costs.

Staff recommends that the City Council adopt the proposed Resolutions necessary for the General Municipal Election on November 8, 2022.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES.

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a General Municipal election shall be held on November 8, 2022, for the election of Municipal Officers.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the City of Ontario, California, on Tuesday, November 8, 2022, a General Municipal Election for the purpose of electing a Mayor for the full term of four years; and two Members of the City Council for the full term of four years.

SECTION 2. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 3. That the City Clerk is authorized, instructed and directed to coordinate with the County of San Bernardino Registrar of Voters to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 4. That the vote center locations and hours of operations, ballot drop off locations and hours of operations, vote-by-mail procedures and timing, the election officers, and all other persons and procedures for the General Municipal Election shall be the same as those utilized by the County of San Bernardino and in compliance with the Elections Code of the State of California. In addition, the polls/vote centers for the election shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, pursuant to Election Code § 10242, except as provided in §14401 of the Elections Code of the State of California.

SECTION 5. That all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 6. That notice of the time and place of holding the election is given and the City Clerk is authorized instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 7. That in the event of a tie vote (if any two or more persons receive an equal and the highest number of votes for an office) as certified by the San Bernardino Registrar of Voters, in accordance with Election Code §15651 (a) shall set a date and time and place and summons the candidates who have received the tie votes to appear and will determine the tie by lot.

SECTION 8. The City Council authorizes the San Bernardino Registrar of Voters to canvass and certify the results of the election to be presented to the Ontario City Council for ratification.

SECTION 9. The City Council authorizes the City Clerk or her designee to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

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

PASSED, APPROVED, AND ADOPTED this 5th day of July 2022.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2022- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 5, 2022, 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. duly passed and adopted by the Ontario City Council at their regular meeting held July 5, 2022.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022, PURSUANT TO §10403 OF THE ELECTIONS CODE.

WHEREAS, the City Council of the City of Ontario has called a General Municipal Election to be held on November 8, 2022, for the purpose of the election of a Mayor and two Members of the City Council; and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide General Election to beheld on the same date and that within the City the precincts, polling places and election officers of the two elections be the same and that the county election department of the County of San Bernardino canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of §10403 of the Elections Code, the Board of Supervisors of the County of San Bernardino is here by requested to consent and agree to the consolidation of a General Municipal Election with the statewide General election on Tuesday, November 8, 2022 for the purpose of the election of a Mayor and two Members of the City Council, for a term of office which ends November, 2026.

SECTION 2. That the county election department is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. The election will be held and conducted in accordance with the provisions of law regulating the statewide election.

SECTION 3. That the Board of Supervisors is requested to issue instructions to the county election department to take any and all steps necessary for the holding of the consolidated election.

SECTION 4. That the City of Ontario recognizes that additional costs will be incurred by the County by reason of this consolidate and agrees to reimburse the County for any costs.

SECTION 5. That the City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the county election department of the County of San Bernardino.

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

PASSED, APPROVED, AND ADOPTED this 5th day of July 2022.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2022- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 5, 2022 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. 2022- duly passed and adopted by the Ontario City Council at their regular meeting held July 5, 2022.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES STATEMENT SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022.

WHEREAS, §13307 of the Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidate's statement.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. General Provisions. That pursuant to §13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an Election to be held in the City of Ontario on November 8, 2022 may prepare a candidate's statement on an appropriate form provided by the City Clerk's office. The statement may include the name, age and occupation of the candidate and a brief description of no more than 400 words of the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed in typewritten form in the office of the City Clerk at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

SECTION 2. Foreign Language Policy.

A. Pursuant to the Federal Voting Rights Act, candidate's statements will be translated into the languages required by the County of San Bernardino. The county is required to translate candidate's statements into the following language: Spanish.

B. The County will mail separate voter information guides and candidate's statements in Spanish to only those voters who are on the county voter file as having requested a voter information guide in Spanish. The county will also make the voter information guides and candidate's statements in Spanish available at all polling places on the County's website and in the Election Official's office.

SECTION 3. Payment.

A. Translation. The candidate shall be required to pay for the cost of translating the candidate's statement into any required foreign language as specified in (A) or (B) of Section 2 above pursuant to Federal and/or State law.

B. Printing.

1. The candidate shall be required to pay for the cost of printing the candidate's statement in English in the main voter pamphlet.

2. The candidate shall be required to pay for the cost of printing the candidate's statement in a foreign language required in (A) of Section 2 above in the main voter pamphlet.

SECTION 4. Miscellaneous.

A. All translations shall be provided by professionally certified translators.

B. The City Clerk's office shall not allow bold type, underlining, capitalizations, indentations, bullets, or leading hyphens.

C. The City Clerk's office shall comply with all recommendations and standards set forth by the California Secretary of State regarding occupational designations and other matters relating to elections.

SECTION 5. Additional Materials. No candidate will be permitted to include additional materials in the voter information guide.

SECTION 6. The City Clerk's office shall provide each candidate or the candidate's representative a copy of this Resolution at the time nomination petitions are issued.

SECTION 7. That all previous resolutions establishing council policy on payment for candidate's statements are repealed.

SECTION 8. That this resolution shall apply only to the election to be held on November 8, 2022 and shall then be repealed.

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

PASSED, APPROVED, AND ADOPTED this 5th day of July 2022.

_____

PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2022- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 5, 2022 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. 2022- duly passed and adopted by the Ontario City Council at their regular meeting held July 5, 2022.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

CITY OF ONTARIO *Agenda Report* **July 5, 2022**	**SECTION:** **CONSENT CALENDAR**
Department: Engineering Prepared By: Bryan Lirley Staff Member Presenting: Scott Murphy, Executive Director Community Development Reviewed By: Khoi Do, Khoi Do Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 11

SUBJECT: AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH ARDURRA FOR ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

RECOMMENDATION: That the City Council approve an Amendment to the 3 year Professional Services Agreement (on file in the Records Management Department) with Ardurra Group, Inc., of El Segundo, California, to provide On-Call Construction Management and Inspection Services for a revised total not-to- exceed amount of $1,060,000.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
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 Consultant will be paid from user fees collected for inspection services on an as-needed basis. Annual authorized expenditures of $260,000 for the first contract year Fiscal Year (FY) 2021-22, $400,000 in FY 2022-23 and $400,000 in FY 2023-24, with a revised overall contract not-to-exceed amount of $1,060,000. Appropriations are included in the Adopted Annual Budgets for FY 2021-22 and FY 2022-23. If approved, appropriations for future years will be included consistent with the annual adoption process.

BACKGROUND & ANALYSIS: In August 2021, the City awarded a three-year contract to Ardurra Group for on-call Construction Management and Inspection Services in the amount of $200,000. Due to the current volume of development projects and inspection requests within the City, additional inspection services will be required to supplement the City's Engineering Department inspection Staff. This Amendment will allow the City to maintain the schedule commitments to support development-related construction activities and ensure that construction progresses in compliance with City requirements, approved plans, and specifications.

The recommended action will add $60,000 to the current contract year, for a total of $260,000 to be

used for FY 2021-2022, and provide $400,000 for the second and third contract years (FY 2022-2023 and FY 2023-2024), for a revised total contract not-to-exceed amount of $1,060,000. Appropriations for future fiscal years will be included in the proposed future year's budgets for City Council consideration and approval.

CITY OF ONTARIO *Agenda Report* **July 5, 2022**	**SECTION:** **CONSENT CALENDAR**
Department: Development Administration Prepared By: Derrick E Womble Staff Member Presenting: Scott Murphy, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 12

SUBJECT: **AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT (FILE NO. PDA21-007) BETWEEN THE CITY OF ONTARIO AND REMINGTON APG, LLC.**

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

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

FISCAL IMPACT: The proposed Development Agreement (File No. PDA21-007) will not have a direct impact on the City's General Fund. The Development Agreement will provide funding from the formation of a Community Facilities District (CFD) for City services and facilities required to support the Colony Commerce Center East Specific Plan development, thereby mitigating the increased costs associated with such services. In addition, the City will receive public service funding fees plus development impact, compliance processing, licensing, and permitting fees. No General Fund revenue will be used to support the Ontario Ranch development.

BACKGROUND & ANALYSIS: On June 21, 2022, the City Council introduced and waived further reading of an ordinance approving the Development Agreement. On May 1, 2018, the City Council certified the Environmental Impact Report (State Clearinghouse No. 2017031048) ("EIR") and related Colony Commerce Center East Specific Plan, File No. PSP16-003 (the "Specific Plan"). The Specific Plan addresses the development of 94.4 acres within the Specific Plan boundaries and includes the

potential development of 2,362,215 square feet of business park and industrial uses.

The Ontario Ranch financial commitments required for construction of properties within a specific plan are substantial. Therefore, in order to adequately forecast these costs and gain assurance that the project may proceed under the existing policies, rules, and regulations, Remington APG, LLC ("Owner"), has requested that the City enter into negotiations to create a Development Agreement ("Agreement"). In accordance with California Government Code Section 65865, which in part states that that "[a]ny city… may enter into a Development Agreement with any person having a legal or equitable interest in real property for the development of such property…" and California Government Code Section 65865.52, which in part states that "a Development Agreement shall specify the duration of the Agreement, the permitted uses of the property… and may include conditions, terms, restrictions…," the City of Ontario adopted Resolution No. 2002-100 setting forth the procedures and requirements for consideration of Development Agreements. Pursuant to these procedures and requirements, staff entered into negotiations with the Owner to create a Development Agreement for consideration by the Planning Commission and City Council.

The proposed Agreement (File No. PDA21-007) is based upon the model Development Agreement that was developed in coordination with the City Attorney and legal counsel for NMC Builders. This model Development Agreement is consistent with the provisions of the Construction Agreement. The terms of the agreement between NMC Builders' members requires that members of the LLC enter into Development Agreements that are consistent with the provisions of the Construction Agreement. The Agreement proposes to include 10.2 acres of land within the Industrial (PA-3) land use district of the Specific Plan, as shown on the attached Exhibit A. The Agreement grants the Owner a vested right to develop Planning Area 3, provided the Owner complies with the terms and conditions of the Specific Plan and related EIR. On July 1, 2021, the Applicant submitted a Development Plan (File No. PDEV21-024) as shown in the Site Plan (Exhibit B), requesting approval to construct three industrial buildings totaling 200,322 square feet, within Planning Area 3 (PA-3 Industrial land use district) of the Specific Plan.

On May 16, 2022, the City of Ontario's Development Advisory Board ("DAB") issued Decision No. DAB22-013, approving the Development Plan. It is important to note, that per the Development Code, the approved Development Plan did not require Planning Commission approval. However, in order to ensure the vested interests of the Applicant and the City of Ontario, and pursuant to the Construction Agreement with NMC Builders, the Applicant is required to enter into the proposed Agreement.

The term of the Agreement is for 10 years, with a 5 year option to renew. The main points of the Agreement address funding for all new City expenses created by the project, which includes: Development Impact Fees ("DIF") for construction of public improvements (i.e. streets and bridges, sewer, water, storm drain and fiber); Public Service Funding to ensure adequate provisions of public services (police, fire and other public services); and the creation of a Community Facilities District ("CFD") for the maintenance of public facilities.

In considering the Agreement at their meeting on May 24, 2022, the Planning Commission found that the Agreement was consistent with State law, The Ontario Plan, and the City's Development Agreement policies. As a result, the Planning Commission adopted Resolution No. PC22-021 with a

6 to 0 vote, recommending City Council approval of the Agreement.

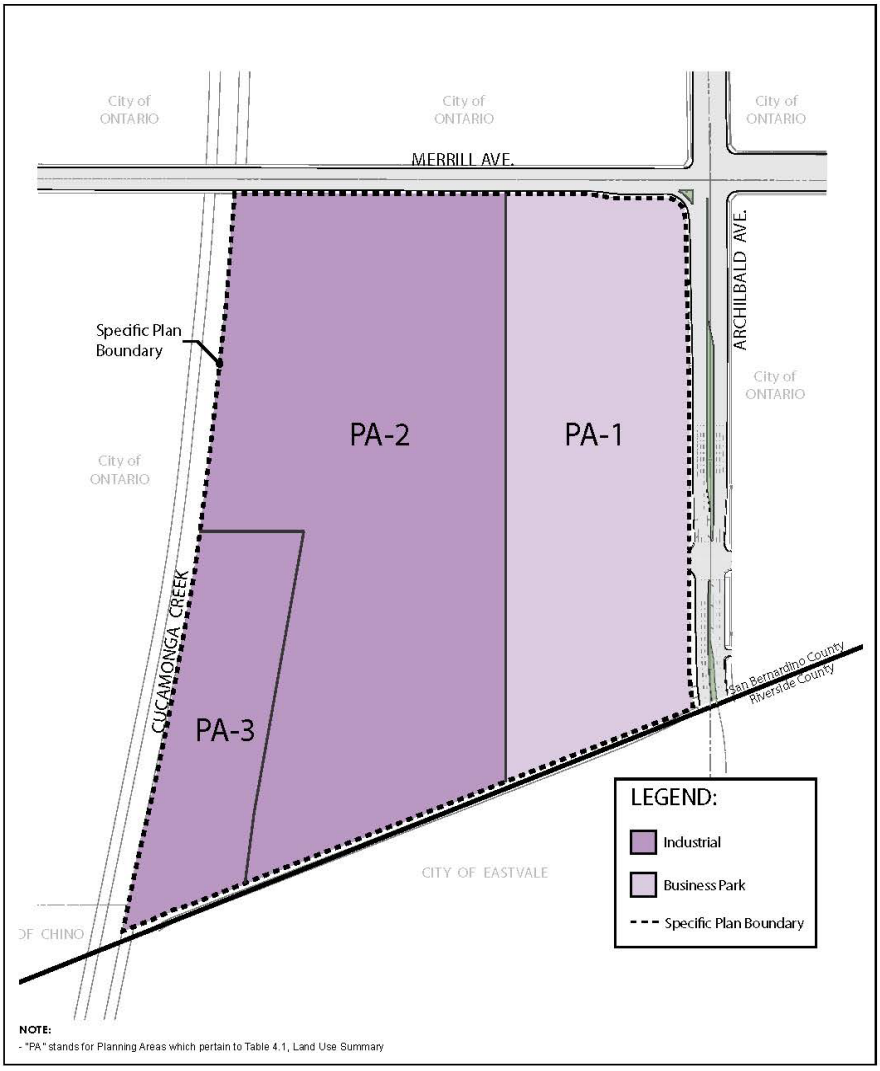
HOUSING ELEMENT COMPLIANCE: Pursuant to the requirements of California Government Code Chapter 3, Article 10.6, commencing with Section 65580, as the recommending body for the Project, the Planning Commission finds that based on the facts and information contained in the Application and supporting documentation,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

AIRPORT LAND USE COMPATIBILITY PLAN (ALUCP) COMPLIANCE: The California State Aeronautics Act (Public Utilities Code Section 21670 et seq.) requires that an Airport Land Use Compatibility Plan be prepared for all public use airports in the State; and requires that local land use plans and individual development proposals must be consistent with the policies set forth in the adopted Airport Land Use Compatibility Plan. On April 19, 2011, the City Council of the City of Ontario approved and adopted the Ontario International Airport Land use Compatibility Plan ("ALUCP"), establishing the Airport Influence Area for Ontario International Airport, which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and limits future land uses and development within the Airport Influence Area, as they relate to noise, safety, airspace protection, and overflight impacts of current and future airport activity. The proposed project is located within the Airport Influence Area of Ontario International Airport and was evaluated and found to be consistent with the policies and criteria of the ALUCP. Any special conditions of approval associated with uses in close proximity to the airport are included in the conditions of approval provided with the attached Resolution. The project site is also located within the Airport Influence area of the Chino Airport and is consistent with policies and criteria set forth within the 2011 California Airport Land Planning Handbook published by the California Department of Transportation, Division of Aeronautics.

ENVIRONMENTAL REVIEW: The environmental impacts of this project were previously reviewed in conjunction with the Colony Commerce Center East Specific Plan (File No. PSP16-003), for which an Environmental Impact Report (State Clearinghouse No. 2017031048) was certified by City Council on May 1, 2018. This application introduces no new significant environmental impacts, and all previously adopted mitigation measures are a condition of project approval.

Exhibit A—COLONY COMMERCE CENTER EAST SPECIFIC PLAN LAND USE MAP

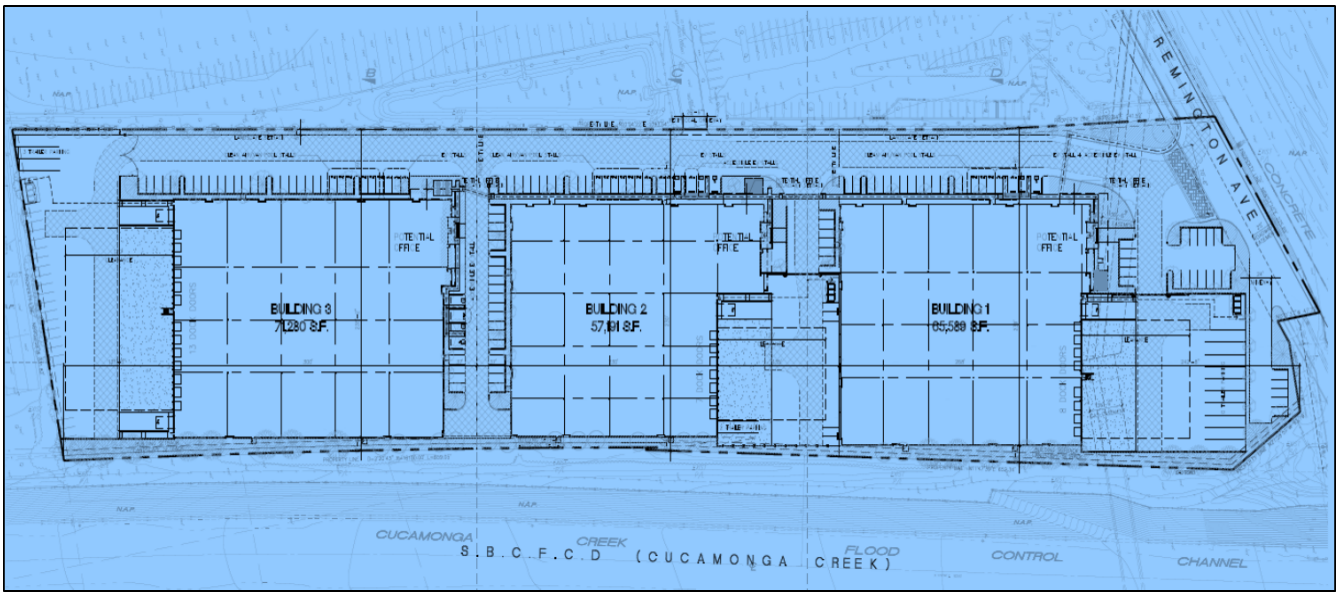
Exhibit 4.1, Land Use Plan



Source: Douglas Franz Architects

N. T. S.

Exhibit B—DEVELOPMENT SITE PLAN (FILE NO. PDEV21-024)



CITY OF ONTARIO PLANNING DEPARTMENT

PLANNING COMMISSION STAFF REPORT

May 24, 2022

303 East B Street, Ontario, California 91764 Phone: 909.395.2036 / Fax: 909.395.2420

FILE NO: PDA21-007

SUBJECT: A public hearing to consider a Development Agreement (File No. PDA21-007) between the City of Ontario and Remington APG, LLC, to establish the terms and conditions associated with a Development Plan (File No. PDEV21-024) to construct three industrial buildings totaling 200,322 square feet on 10.2 acres of land, located at the northeast corner of Remington Avenue and the Cucamonga Creek Flood Control Channel, within the Industrial (PA-3) land use district of the Colony Commerce Center East Specific Plan (File No. PSP16-003); (APNs: 0218-311-07 and 0218-311-13) **submitted by Remington APG, LLC. City Council action is required.**

PROPERTY OWNER: Marchris Corporation, a California corporation

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RECOMMENDED ACTION: That the Planning Commission consider and recommend City Council adoption of an ordinance approving the Development Agreement (File No. PDA21-007) between the City of Ontario and Remington APG, LLC, pursuant to the facts and reasons contained in the staff report and attached resolution.

PROJECT SETTING: The project site is comprised of 10.2 acres of land located at the northeast corner of Remington Avenue and the Cucamonga Creek Flood Control Channel, within the Industrial (PA-3) land use district of the Colony Commerce Center East Specific Plan and is depicted in Figure 1: Project Location.

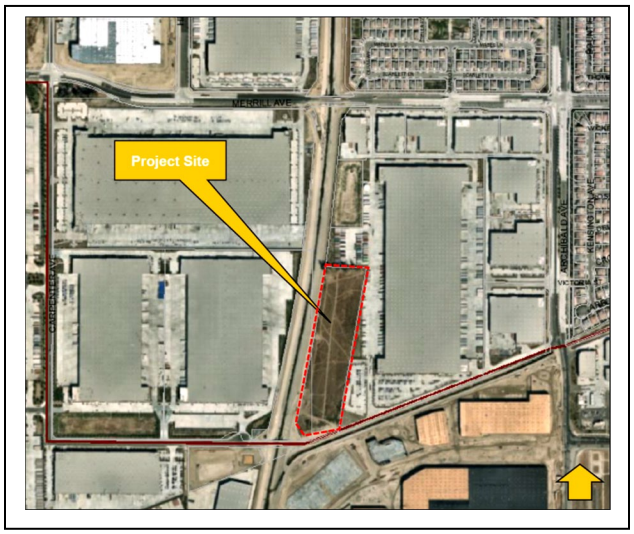


Figure 1: Project Location

PROJECT ANALYSIS:

(1) Background — On May 1, 2018, the City Council certified the Environmental Impact Report (State Clearinghouse No. 2017031048) ("EIR") and related Colony Commerce Center East Specific Plan, File No. PSP16-003 (the "Specific Plan"). The Specific Plan currently addresses the development of 94.4 acres within the Specific Plan boundaries and includes the potential development of 2,362,215 square feet of business park and industrial uses.

Case Planner:	Derrick Womble, Administrative Officer
Planning Director Approval:	
Submittal Date:	07/30/21

Hearing Body	*Date*	*Decision*	*Action*
DAB	N/A	N/A	N/A
PC	05/24/22	Approval	Recommend
CC	06/21/22		Final

The Ontario Ranch financial commitments required for construction of properties within a specific plan are substantial. Therefore, in order to adequately forecast these costs and gain assurance that the project may proceed under the existing policies, rules, and regulations, Remington APG, LLC ("Owner"), has requested that the City enter into negotiations to create a Development Agreement ("Agreement").

In accordance with California Government Code Section 65865, which in part states that that "[a]ny city… may enter into a Development Agreement with any person having a legal or equitable interest in real property for the development of such property…" and California Government Code Section 65865.52, which in part states that "a Development Agreement shall specify the duration of the Agreement, the permitted uses of the property… and may include conditions, terms, restrictions…," the City of Ontario adopted Resolution No. 2002-100 setting forth the procedures and requirements for consideration of Development Agreements. Pursuant to these procedures and requirements, staff entered into negotiations with the Owner to create a Development Agreement for consideration by the Planning Commission and City Council.

The proposed Agreement (File No. PDA21-007) is based upon the model Development Agreement that was developed in coordination with the City Attorney and legal counsel for NMC Builders. This model Development Agreement is consistent with the provisions of the Construction Agreement. The terms of the agreement between NMC Builders' members requires that members of the LLC enter into Development Agreements that are consistent with the provisions of the Construction Agreement.

(2) Staff Analysis — The Agreement proposes to include 10.2 acres of land within the Industrial (PA-3) land use district of the Specific Plan, as shown on the attached Exhibit A. The Agreement grants the Owner a vested right to develop Planning Area 3, provided the Owner complies with the terms and conditions of the Specific Plan and related EIR.

On July 1, 2021, the Applicant submitted a Development Plan (File No. PDEV21-024) as shown in the Site Plan (Exhibit B), requesting approval to construct three industrial buildings totaling 200,322 square feet, within Planning Area 3 (PA-3 Industrial) land use district of the Specific Plan.

On May 16, 2022, the City of Ontario's Development Advisory Board ("DAB") issued Decision No. DAB22-013, approving the Development Plan. It is important to note, that per the Development Code, the approved Development Plan does not require Planning Commission approval. However, in order to ensure the vested interests of the Applicant and the City of Ontario, and pursuant to the Construction Agreement with NMC Builders, the Applicant is required to enter into the proposed Agreement.

The term of the Agreement is for 10 years, with a 5 year option to renew. The main points of the agreement address funding for all new City expenses created by the project, which includes: Development Impact Fees ("DIF") for construction of public improvements (i.e. streets and bridges, sewer, water, storm drain and fiber); Public Service

Funding to ensure adequate provisions of public services (police, fire and other public services); and the creation of a Community Facilities District ("CFD") for the maintenance of public facilities.

Staff finds that the Agreement is consistent with State law, The Ontario Plan, and the City's Development Agreement policies. As a result, staff is recommending approval of the application to the Planning Commission. If the Planning Commission finds the Agreement is acceptable, a recommendation of approval to the City Council would be appropriate.

COMPLIANCE WITH THE ONTARIO PLAN: The proposed project is consistent with the principles, goals and policies contained within the Vision, Governance, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan ("TOP"). More specifically, the goals and policies of TOP that are furthered by the proposed project are as follows:

(1) City Council Goals.

- Invest in the Growth and Evolution of the City's Economy
- Operate in a Businesslike Manner
- Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)
- Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in the New Model Colony

(2) Vision.

Distinctive Development:

- Commercial and Residential Development

➢ Development quality that is broadly recognized as distinctive and not exclusively tied to the general suburban character typical of much of Southern California.

(3) Governance.

Decision Making:

- Goal G1: Sustained decision-making that consistently moves Ontario towards its Vision by using The Ontario Plan as a framework for assessing choices.

➢ G1-2 Long-term Benefit. We require decisions to demonstrate and document how they add value to the community and support the Ontario Vision

(4) Policy Plan (General Plan)

Land Use Element:

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

  - LU1-1 Strategic Growth. We concentrate growth in strategic locations that help create place and identity, maximize available and planned infrastructure, and foster the development of transit.

  - LU1-6 Complete Community: We incorporate a variety of land uses and building types in our land use planning efforts that result in a complete community where residents at all stages of life, employers, workers and visitors have a wide spectrum of choices of where they can live, work, shop and recreate within Ontario. (Refer to Complete Community Section of Community Economics Element).

- Goal LU2: Compatibility between a wide range of uses.

  - LU2-6: Infrastructure Compatibility: We require infrastructure to be aesthetically pleasing and in context with the community character.

Community Economics Element:

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

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

  - CE2-1 Development Projects. We require new development and redevelopment to create unique, high-quality places that add value to the community.

  - CE2-2 Development Review. We require those proposing new development and redevelopment to demonstrate how their projects will create appropriately unique, functional, and sustainable places that will compete well with their competition within the region.

  - CE2-4 Protection of Investment. We require that new development and redevelopment protect existing investment by providing architecture and urban design of equal or greater quality.

  - CE2-5 Private Maintenance. We require adequate maintenance, upkeep, and investment in private property because proper maintenance on private property protects property values.

Safety Element:

- Goal S1: Minimized risk of injury, loss of life, property damage and economic and social disruption caused by earthquake-induced and other geologic hazards.

  - S1-1 Implementation of Regulations and Standards. We require that all new habitable structures be designed in accordance with the most recent California Building Code adopted by the City, including provisions regarding lateral forces and grading.

Community Design Element:

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

  - CD1-1 City Identity. We take actions that are consistent with the City being a leading urban center in Southern California while recognizing the diverse character of our existing viable neighborhoods.

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

  - CD1-3 Neighborhood Improvement. We require viable existing residential and non-residential neighborhoods to be preserved, protected, and enhanced in accordance with our land use policies.

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

  - CD2-1 Quality Architecture. We encourage all development projects to convey visual interest and character through:

    - Building volume, massing, and height to provide appropriate scale and proportion;
    - A true architectural style which is carried out in plan, section, and elevation through all aspects of the building and site design and appropriate for its setting; and
    - Exterior building materials that are visually interesting, high quality, durable, and appropriate for the architectural style.

  - CD2-7 Sustainability. We collaborate with the development community to design and build neighborhoods, streetscapes, sites, outdoor spaces, landscaping, and buildings to reduce energy demand through solar orientation, maximum use of natural daylight, passive solar and natural ventilation, building form, mechanical and structural systems, building materials and construction techniques.

- CD2-8 Safe Design. We incorporate defensible space design into new and existing developments to ensure the maximum safe travel and visibility on pathways, corridors, and open space and at building entrances and parking areas by avoiding physically and visually isolated spaces, maintenance of visibility and accessibility, and use of lighting.

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

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

- CD2-11 Entry Statements. We encourage the inclusion of amenities, signage and landscaping at the entry to neighborhoods, commercial centers, mixed use areas, industrial developments, and public places that reinforce them as uniquely identifiable places.

- CD2-12 Site and Building Signage. We encourage the use of sign programs that utilize complementary materials, colors, and themes. Project signage should be designed to effectively communicate and direct users to various aspects of the development and complement the character of the structures.

- CD2-13 Entitlement Process. We work collaboratively with all stakeholders to ensure a high degree of certainty in the efficient review and timely processing of all development plans and permits.

- Goal CD3: Vibrant urban environments that are organized around intense buildings, pedestrian and transit areas, public plazas, and linkages between and within developments that are conveniently located, visually appealing and safe during all hours.

- CD3-1 Design. We require that pedestrian, vehicular, bicycle and equestrian circulation on both public and private property be coordinated and designed to maximize safety, comfort, and aesthetics.

- CD3-2 Connectivity Between Streets, Sidewalks, Walkways and Plazas. We require landscaping and paving be used to optimize visual connectivity between streets, sidewalks, walkways, and plazas for pedestrians.

- CD3-3 Building Entrances. We require all building entrances to be accessible and visible from adjacent streets, sidewalks, or public open spaces.

➢ CD3-5 Paving. We require sidewalks and road surfaces to be of a type and quality that contributes to the appearance and utility of streets and public spaces.

➢ CD3-6 Landscaping. We utilize landscaping to enhance the aesthetics, functionality and sustainability of streetscapes, outdoor spaces, and buildings.

- Goal CD5: A sustained level of maintenance and improvement of properties, buildings and infrastructure that protects the property values and encourages additional public and private investments.

➢ CD5-1 Maintenance of Buildings and Property. We require all public and privately owned buildings and property (including trails and easements) to be properly and consistently maintained.

➢ CD5-2 Maintenance of Infrastructure. We require the continual maintenance of infrastructure.

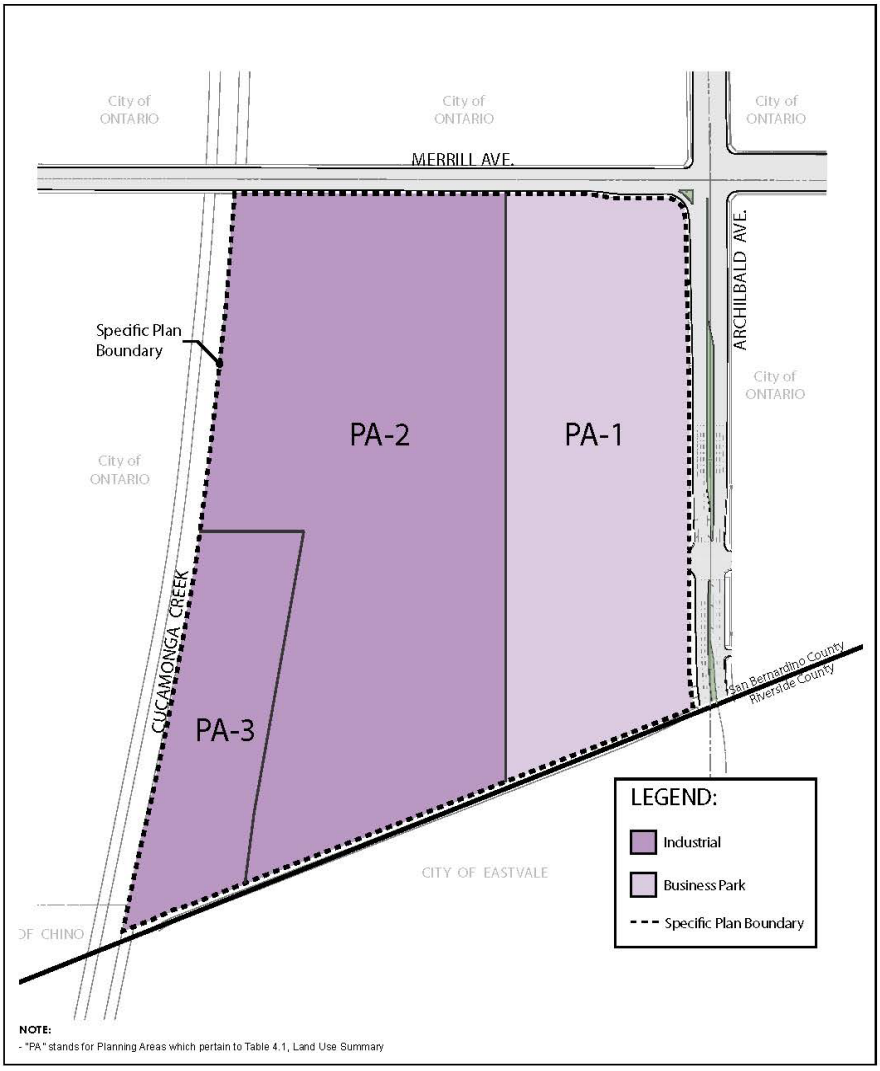
HOUSING ELEMENT COMPLIANCE: Pursuant to the requirements of California Government Code Chapter 3, Article 10.6, commencing with Section 65580, as the recommending body for the Project, the Planning Commission finds that based on the facts and information contained in the Application and supporting documentation,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

AIRPORT LAND USE COMPATIBILITY PLAN (ALUCP) COMPLIANCE: The California State Aeronautics Act (Public Utilities Code Section 21670 et seq.) requires that an Airport Land Use Compatibility Plan be prepared for all public use airports in the State; and requires that local land use plans and individual development proposals must be consistent with the policies set forth in the adopted Airport Land Use Compatibility Plan. On April 19, 2011, the City Council of the City of Ontario approved and adopted the Ontario International Airport Land use Compatibility Plan ("ALUCP"), establishing the Airport Influence Area for Ontario International Airport, which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and limits future land uses and development within the Airport Influence Area, as they relate to noise, safety, airspace protection, and overflight impacts of current and future airport activity. The proposed project is located within the Airport Influence Area of Ontario International Airport and was evaluated and found to be consistent with the policies and criteria of the ALUCP. Any special conditions of approval associated with uses in close proximity to the airport are included in the conditions of approval provided with the attached Resolution. The project site is also located within the Airport Influence area of the Chino Airport and is consistent with policies and criteria set forth within the 2011 California Airport Land Planning Handbook published by the California Department of Transportation, Division of Aeronautics.

ENVIRONMENTAL REVIEW: The environmental impacts of this project were previously reviewed in conjunction with the Colony Commerce Center East Specific Plan (File No. PSP16-003), for which an Environmental Impact Report (State Clearinghouse No. 2017031048) was certified by City Council on May 1, 2018. This application introduces no new significant environmental impacts, and all previously adopted mitigation measures are a condition of project approval.

Exhibit A—COLONY COMMERCE CENTER EAST SPECIFIC PLAN LAND USE MAP

Exhibit 4.1, Land Use Plan

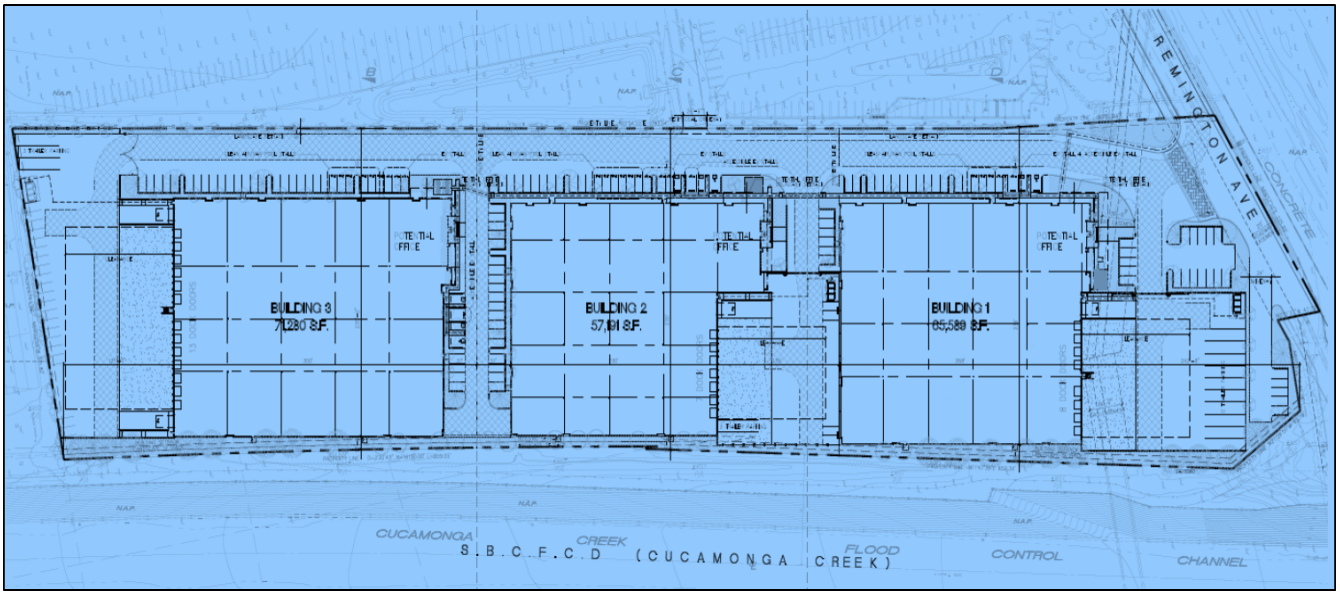


Source: Douglas Franz Architects

N. T. S.

Land Use Plan • Colony Commerce Center East Specific Plan 4-3

Exhibit B—DEVELOPMENT SITE PLAN (FILE NO. PDEV21-024)



RESOLUTION NO. PC22-021

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

WHEREAS, Remington APG LLC., ("Applicant") has filed an Application for the approval of a Development Agreement, File No. PDA21-007, as described in the title of this Resolution (hereinafter referred to as "Application" or "Project"); and

WHEREAS, the Application applies to 10.2 acres of land generally located near the northeast corner of Remington Avenue and the Cucamonga Creek Flood Control Channel, within the Industrial (PA-3) land use district of the Colony Commerce Center East Specific Plan; and

WHEREAS, the Applicant has submitted a Development Plan (File No. PDEV21-024) to construct three industrial buildings totaling 200,322 square feet on 10.2 acres of land; and

WHEREAS, the environmental impacts of this project were previously reviewed in conjunction with the Colony Commerce Center East Specific Plan (File No. PSP16-003), for which an Environmental Impact Report (State Clearinghouse No. 2017031048) was certified by City Council on May 1, 2018. This Application introduces no new significant environmental impacts, and all previously adopted mitigation measures are a condition of project approval; and

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

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

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

WHEREAS, the Project is located within the Airport Influence Area of Ontario International Airport, which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and is subject to, and must be consistent with, the policies and criteria set forth in the Ontario International Airport Land Use Compatibility Plan ("ALUCP"), which applies only to jurisdictions within San Bernardino County, and addresses the noise, safety, airspace protection, and overflight impacts of current and future airport activity; and

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

WHEREAS, on May 16, 2022, the Development Advisory Board of the City of Ontario conducted a hearing to consider the Development Plan (File No. PDEV21-024), and concluded said hearing on that date and issuing Decision No. DAB22-013, approving the Development Plan; and

WHEREAS, on May 24, 2022, the Planning Commission of the City of Ontario conducted a hearing to consider the Project, and concluded said hearing on that date; and

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

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

SECTION 1: ***Environmental Determination and Findings.*** As the recommending authority for the Project, the Planning Commission has reviewed and considered the information contained in the previous Certified EIR and supporting documentation. Based upon the facts and information contained in the previous Certified EIR and supporting documentation, the Planning Commission finds as follows:

(1) The environmental impacts of this project were previously reviewed in conjunction with the Colony Commerce Center East Specific Plan (File No. PSP16-003), for which an Environmental Impact Report (State Clearinghouse No. 2017031048) was

certified by the City Council on May 1, 2018. This Application is consistent with the previously Certified Environmental Impact Report (the "Certified EIR") and introduces no new significant environmental impacts; and

(2) The previous Certified EIR contains a complete and accurate reporting of the environmental impacts associated with the Project; and

(3) The previous Certified EIR was completed in compliance with CEQA and the Guidelines promulgated thereunder; and

(4) The previous Certified EIR reflects the independent judgment of the Planning Commission; and

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

SECTION 2: ***Subsequent or Supplemental Environmental Review Not Required.*** Based on the information presented to the Planning Commission, and the specific findings set forth in Section 1, above, the Planning Commission finds that the preparation of a subsequent or supplemental Certified EIR is not required for the Project, as the Project:

(1) Does not constitute substantial changes to the Certified EIR that will require major revisions to the Certified EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and

(2) Does not constitute substantial changes with respect to the circumstances under which the Certified EIR was prepared, that will require major revisions to the Certified EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects; and.

(3) Does not contain new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the Certified EIR was certified/adopted, that shows any of the following:

(a) The project will have one or more significant effects not discussed in the Certified EIR; or

(b) Significant effects previously examined will be substantially more severe than shown in the Certified EIR; or

(c) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the Project, but the City declined to adopt such measures; or

(d) Mitigation measures or alternatives considerably different from those analyzed in the Certified EIR would substantially reduce one or more significant effects on the environment, but which the City declined to adopt.

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

SECTION 4: ***Ontario International Airport Land Use Compatibility Plan ("ALUCP") Compliance.*** The California State Aeronautics Act (Public Utilities Code Section 21670 et seq.) requires that an Airport Land Use Compatibility Plan be prepared for all public use airports in the State; and requires that local land use plans and individual development proposals must be consistent with the policies set forth in the adopted Airport Land Use Compatibility Plan. On April 19, 2011, the City Council of the City of Ontario approved and adopted the ALUCP, establishing the Airport Influence Area for Ontario International Airport, which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and limits future land uses and development within the Airport Influence Area, as they relate to noise, safety, airspace protection, and overflight impacts of current and future airport activity. As the recommending authority for the Project, the Planning Commission has reviewed and considered the facts and information contained in the Application and supporting documentation against the ALUCP compatibility factors, including [1] Safety Criteria (ALUCP Table 2-2) and Safety Zones (ALUCP Map 2-2), [2] Noise Criteria (ALUCP Table 2-3) and Noise Impact Zones (ALUCP Map 2-3), [3] Airspace protection Zones (ALUCP Map 2-4), and [4] Overflight Notification Zones (ALUCP Map 2-5). The project site is also located within the Airport Influence area of the Chino Airport and is consistent with policies and criteria set forth within the 2011 California Airport Land Planning Handbook published by the California Department of Transportation, Division of Aeronautics. As a result, the PLANNING COMMISSION, therefore, finds and determines that the Project, when implemented in conjunction with the conditions of approval, will be consistent with the policies and criteria set forth within the ALUCP.

SECTION 5: ***Concluding Facts and Reasons.*** Based upon the substantial evidence presented to the Planning Commission during the above-referenced hearing,

and upon the specific findings set forth in Section 1 through 4, above, the Planning Commission hereby concludes as follows:

(1) The Development Agreement applies to approximately 10.2 acres of land located near the northeast corner of Remington Avenue and the Cucamonga Creek Flood Control Channel, within the Industrial (PA-3) land use district of the Colony Commerce Center East Specific Plan (File No. PSP16-003); and

(2) The Development Agreement establishes parameters for the development of the Planning Area 3A (Industrial) land use district of the Colony Commerce Center East Specific Plan. The Development Agreement also grants the Applicant, the right to develop, the ability to quantify the fees; and establish the terms and conditions that apply to those projects. These terms and conditions are consistent with The Ontario Plan Policy Plan (General Plan), design guidelines and development standards for the Colony Commerce Center East Specific Plan; and

(3) The Development Agreement grants the Owner a vested right to construct the Development Plan (File No. PDEV21-024) as long as the Owner complies with the terms and conditions of the Specific Plan and EIR. The Development Plan is located near the northeast corner of Remington Avenue and the Cucamonga Creek Flood Control Channel, and proposes to construct three industrial buildings totaling 200,322 square feet on 10.2 acres of land; and

(4) The Development Agreement has been prepared in conformance with the goals and policies of The Ontario Plan Policy Plan (General Plan); and

(5) The Development Agreement does not conflict with the Land Use Policies of The Ontario Plan Policy Plan (General Plan) and will provide for development, within the district, in a manner consistent with the Policy Plan and with related development; and

(6) This Development Agreement will promote the goals and objectives of the Land Use Element of the Policy Plan; and

(7) This Development Agreement will not be materially injurious or detrimental to the adjacent properties and will not have a significant impact on the environment or the surrounding properties. The environmental impacts of this project were previously reviewed in conjunction with the Colony Commerce Center East Specific Plan (File No. PSP16-003), for which an Environmental Impact Report (State Clearinghouse No. 2017031048) was certified by City Council on May 1, 2018; and

(8) This Application introduces no new significant environmental impacts. All previously adopted mitigation measures are a condition of project approval and are incorporated herein by this reference.

SECTION 6: ***Planning Commission Action.*** Based upon the findings and conclusions set forth in Sections 1 through 5, above, the Planning Commission hereby RECOMMENDS THE CITY COUNCIL APPROVE the herein described Application, subject to each and every condition set forth in the Development Agreement (File No. PDA21-007) attached hereto as "Attachment A," and incorporated herein by this reference.

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

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

SECTION 9: ***Certification to Adoption.*** The Secretary shall certify to the adoption of the Resolution.

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The Secretary Pro Tempore for the Planning Commission of the City of Ontario shall certify as to the adoption of this Resolution.

I hereby certify that the foregoing Resolution was duly and regularly introduced, passed and adopted by the Planning Commission of the City of Ontario at a regular meeting thereof held on the 24th day of May 2022, and the foregoing is a full, true and correct copy of said Resolution, and has not been amended or repealed.

Jim Willoughby
Planning Commission Chairman

ATTEST:

Rudy Zeledon
Planning Director and
Secretary to the Planning Commission

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

I, Gwen Berendsen, Secretary Pro Tempore of the Planning Commission of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. PC22-021, was duly passed and adopted by the Planning Commission of the City of Ontario at their regular meeting held on May 24, 2022, by the following roll call vote, to wit:

AYES: Anderson, Dean, DeDiemar, Lampkin, Ricci, Willoughby

NOES: None

ABSENT: Gage

ABSTAIN: None

Gwen Berendsen
Secretary Pro Tempore

ATTACHMENT A:

File No. PDA21-007

DEVELOPMENT AGREEMENT

By and Between

City of Ontario
a California municipal corporation

and

Remington APG LLC.,
a Delaware limited liability company

(Development Agreement to follow this page)

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

Exempt from Fees Per Gov. Code § 6103

Space above this line for Recorder's Use Only

FILE NO. PDA21-007

DEVELOPMENT AGREEMENT

By and Between

City of Ontario
a California municipal corporation

and

Remington APG LLC
a Delaware limited liability company

_____, 2022

San Bernardino County, California

DEVELOPMENT AGREEMENT NO. PDA21-007

This Development Agreement (hereinafter "Agreement") is entered into effective as of the ____ day of _____, 2022 by and among the City of Ontario, a California municipal corporation (hereinafter "CITY"), and Remington APG LLC, a Delaware limited liability company (hereinafter "OWNER"):

RECITALS

WHEREAS, CITY is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Section 65864, et seq. of the Government Code and Section 4.01.015 of the Ontario Development Code; and

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

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

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

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

WHEREAS, all of the procedures of the California Environmental Quality Act have been met with respect to the Project and the Agreement in that Colony Commerce East Specific Plan Environmental Impact Report (State Clearinghouse No. 2017031048 (the "FEIR"). The City Council found and determined that the FEIR was prepared in accordance with the requirements of the California Environmental Quality Act and adequately describes the impacts of the project described in the FEIR, which included consideration of this Agreement; and

WHEREAS, this Agreement and the Project are consistent with the CITY's Comprehensive General Plan and the Colony Commerce Center East Specific Plan; and

WHEREAS, all actions taken and approvals given by CITY have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters; and

WHEREAS, development of the Property in accordance with this Agreement will provide substantial benefits to CITY and will further important policies and goals of CITY; and

WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of the Property, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which development agreements under Sections 65864 et seq. of the Government Code are intended; and

WHEREAS, OWNER has incurred and will in the future incur substantial costs in order to assure development of the Property in accordance with this Agreement; and

WHEREAS, OWNER has incurred and will in the future incur substantial costs in excess of the generally applicable requirements in order to assure vesting of legal rights to develop the Property in accordance with this Agreement.

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

WHEREAS, Owner's Property is within the boundaries defined in Exhibit A of the Construction Agreement between the CITY and NMC Builders and the Property covered by this Agreement is what is known as a "Phase 2 Water Property" as such, shall be required to provide funding for CITY's future construction of the "Phase 2 Water Improvements" which will result in the availability of additional Net MDD Water Availability required for the development as shown on Exhibit "I-1"..

WHEREAS, the property developer/owner is made aware of the South Archibald Trichloroethylene (TCE) Plume "Disclosure Letter" (Exhibit "J"). Property owner may wish to provide the attached Letter as part of the Real Estate Transfer Disclosure requirements under California Civil Code Section 1102 et seq. This may include notifications in the Covenants, Conditions and Restrictions (CC&Rs) or other documents related to property transfer and disclosures. Additional information on the plume is available from the Santa Ana Regional Water Quality Control Board at http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004658.

COVENANTS

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

1. DEFINITIONS AND EXHIBITS.

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

1.1.1 "Agreement" means this Development Agreement.

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

1.1.3 “Construction Agreement” means that certain Agreement for the Financing and Construction of Phases I and II Infrastructure Improvements to Serve an Easterly Portion of the New Model Colony, entered into between the CITY and NMC Builders as of the 4th day of October, 2005, and all future amendments thereto and including the First Amended and Restated Agreement for the Financing and Construction of Limited Infrastructure Improvements to Serve an Easterly Portion of the New Model Colony entered into between the CITY and NMC Builders as of the 21st day of August, 2012 and the Amendment to the First Amended and Restated Agreement for the Financing and Construction of Limited Infrastructure Improvements to Serve and Easterly Portion of the New Model Colony entered into between the CITY and NMC Builders as of the 19th day of September 2017.

1.1.4 “Development” means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of public infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping. “Development” does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

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

(a) specific plans and specific plan amendments;

(b) tentative and final subdivision and parcel maps;

(c) development plan review.

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

1.1.7 “Development Impact Fee” means a monetary exaction, other than a tax or special assessment, whether characterized as a fee or a tax and whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project, and, for purposes of this Agreement only, includes fees collected under development agreements adopted pursuant to Article 2.5 of the Government Code (commencing with Section 65864) of Chapter 4. For purposes of this Agreement only, "Development Impact Fee" shall not include processing fees and charges imposed by CITY to cover the estimated actual costs to CITY of processing applications for Development Approvals or for monitoring

compliance with any Development Approvals granted or issued, including, without limitation, fees for zoning variances; zoning changes; use permits; building inspections; building permits; filing and processing applications and petitions filed with the local agency formation commission or conducting preliminary proceedings or proceedings under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Division 3 (commencing with Section 56000) of Title 5 of the Government Code; the processing of maps under the provisions of the Subdivision Map Act, Division 2 (commencing with Section 66410) of Title 7 of the Government Code; or planning services under the authority of Chapter 3 (commencing with Section 65100) of Division 1 of Title 7 of the Government Code, fees and charges as described in Sections 51287, 56383, 57004, 65104, 65456, 65863.7, 65909.5, 66013, 66014, and 66451.2 of the Government Code, Sections 17951, 19132.3, and 19852 of the Health and Safety Code, Section 41901 of the Public Resources Code, and Section 21671.5 of the Public Utilities Code, as such codes may be amended or superseded, including by amendment or replacement.

1.1.8 "Development Plan" means the Existing Development Approvals, the Existing Land Use Regulations applicable to development of the Property and the Development Plan (File No. PDEV21-024) and any future Development Plans approved by CITY.

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

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

1.1.11 "Existing Land Use Regulations" means all Land Use Regulations in effect on the date of the first reading of the Ordinance adopting and approving this Agreement. Existing Land Use Regulations includes the Regulations incorporated herein as Exhibit "D" and all other Land Use Regulations that are in effect and a matter of public record on such date.

1.1.12 "General Plan" means The Ontario Plan adopted on January 26, 2010.

1.1.13 "Improvement" or "Improvements" means those public improvements required to support the development of the Project as described in the Development Plan conditions for Development Plan No. PDEV21-024, as further described in Exhibit "F" (the "Infrastructure Improvements Exhibit").

1.1.14 "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations and official policies of CITY governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, timing and phasing of development, the maximum height and size of buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to

the development of the Property. "Land Use Regulations" does not include any CITY ordinance, resolution, code, rule, regulation or official policy, governing:

(a) the conduct of businesses, professions, and occupations;

(b) taxes and assessments;

(c) the control and abatement of nuisances;

(d) the granting of encroachment permits and the conveyance of similar rights and interests that provide for the use of or the entry upon public property;

(e) the exercise of the power of eminent domain.

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

1.1.16 "Net MDD" means net maximum daily water demand.

1.1.17 "NMC Builders" means the consortium of investors and developers responsible for the construction of infrastructure within the New Model Colony incorporated as NMC Builders, LLC.

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

1.1.19 **"**Phase 2 Water EDUs**"** means the number of equivalent dwelling units or non-residential square footage assigned to OWNER upon payment to City of the Phase 2 Water Participation Fee for the Project and evidenced by the issuance by CITY of a Certificate of Phase 2 Net MDD Availability in the form attached as Exhibit G.

1.1.20 "Phase 2 Water Improvements" means the future water infrastructure Improvements required for the issuance by CITY of the "Water Availability Equivalents" (WAE) for the Project.

1.1.21 "Phase 2 Water Participation Fee" means the fee paid to City upon City approval of the first Development Entitlement for the Project, to fund the Property's respective share of the projected costs of the design and construction of the Phase 2 Water Improvements by City. The Phase 2 Water Participation Fee shall be the calculated amount of the Regional Water DIF for the Project based upon the number of units, and land use category for residential units or the number of square feet, and land use category for non-residential square footage of the Project.

1.1.22 "Project" means the development of the Property contemplated by the Development Plan, as such Plan may be further defined, enhanced or modified pursuant to the provisions of this Agreement.

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

1.1.24 “Reservations of Authority” means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to CITY under Section 3.6 of this Agreement.

1.1.25 “Amendment to the Construction Agreement” means the amendment to the Construction Agreement modifying the boundaries of the property in Exhibit A of such Construction Agreement to include the Property covered by this Agreement and to provide for the additional funds required for CITY’s future construction of the “Phase 2 Water Improvements” described in a modification to Exhibit C-3 of the Construction Agreement.

1.1.26 “Specific Plan” means that certain specific plan adopted by the City Council, and entitled, “Colony Commerce Center East Specific Plan.”

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

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

1.1.29 “Water Availability Equivalent (WAE)” means a designated portion of the total Net MDD made available through the construction of each Phase described in the Water Phasing Plan of the Construction Agreement. The number of Water Availability Equivalents (of portions thereof) required for the approval of the Development Plan shall be based upon water demand factors and assumptions listed in the Construction Agreement and shown in Exhibit “I-2”.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit “A” — Legal Description of the Property.

Exhibit “B” — Map showing Property and its location.

Exhibit “C” — Existing Development Approvals.

Exhibit “D” — Existing Land Use Regulations.

Exhibit “E” — Description of Required Improvements

Exhibit “F” — Depiction of Infrastructure Improvements

Exhibit “G” – Form of Certificate of Net MDD to be issued by CITY

Exhibit “H” – Form of Certificate of DIF Credit to be issued by CITY

Exhibit “I-1” – Ontario Ranch Water Supply Phasing Plan

Exhibit “I-2” – Water Demand Equivalents by Land Use

Exhibit “J” - Form of Disclosure letter

2. GENERAL PROVISIONS.

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

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

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

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

(b) OWNER is not then in uncured default of this Agreement.

2.4 Assignment.

2.4.1 Right to Assign. OWNER shall have the right to sell, transfer or assign the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, et seq.), to any person, partnership, limited liability company, joint venture, firm or corporation at any time during the term of this Agreement; provided, however, that any such sale, transfer or assignment shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement with respect to the portion of the Property sold and be made in strict compliance with the following:

(a) No sale, transfer or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer or assignment of all or a part of the Property. OWNER may be required to provide disclosure that the Property is within the South Archibald Trichloroethylene (TCE) Plume (Exhibit “J”). OWNER may wish to

provide the attached Disclosure Letter (Exhibit I) as part of the Real Estate Transfer Disclosure requirements under California Civil Code Section 1102 et seq.

(b) Concurrent with any such sale, transfer or assignment, or within fifteen (15) business days thereafter, OWNER shall notify CITY's City Manager, in writing, of such sale, transfer or assignment and shall provide CITY with: (1) an executed agreement, in a form reasonably acceptable to CITY, by the purchaser, transferee or assignee and providing therein that the purchaser, transferee or assignee expressly and unconditionally assumes all the duties and obligations of OWNER under this Agreement with respect to the portion of the Property so sold, transferred or assigned.

(c) Any sale, transfer or assignment not made in strict compliance with the foregoing conditions shall constitute a default by OWNER under this Agreement. Notwithstanding the failure of any purchaser, transferee or assignee to execute the agreement required by Paragraph (b) of this Subsection 2.4.1, the burdens of this Agreement shall be binding upon such purchaser, transferee or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee or assignee until and unless such agreement is executed. The City Manager shall have the authority to review, consider and either approve, conditionally approve, or deny any proposed sale, transfer or assignment that is not made in compliance with this section 2.4.

2.4.2 Release of Transferring Owner. Notwithstanding any sale, transfer or assignment, a transferring OWNER shall continue to be obligated under this Agreement unless such transferring owner is given a release in writing by CITY, which release shall be provided by CITY upon the full satisfaction by such transferring owner of the following conditions:

(a) OWNER no longer has a legal or equitable interest in all or any part of the portion of the Property sold, transferred or assigned.

(b) OWNER is not then in default under this Agreement.

(c) OWNER has provided CITY with the notice and executed an agreement as required under Paragraph (b) of Subsection 2.4.1 above. .

(d) The purchaser, transferee or assignee provides CITY with security equivalent to any security previously provided by OWNER (if any) to secure performance of its obligations hereunder which are to be performed upon portion of the Property sold, transferred or assigned .

2.4.3 Effect of Assignment and Release of Obligations. In the event of a sale, transfer or assignment pursuant to the provisions of Section 2.4.2 above:

(a) The assignee shall be liable for the performance of all obligations of OWNER with respect to transferred property, but shall have no obligations with respect to the portions of the Property, if any, not transferred (the "Retained Property").

(b) The owner of the Retained Property shall be liable for the performance of all obligations of OWNER with respect to Retained Property, but shall have no further obligations with respect to the transferred property.

(c) The assignee's exercise, use and enjoyment of the Property or portion thereof shall be subject to the terms of this Agreement to the same extent as if the assignee were the OWNER.

2.4.4 Subsequent Assignment. Any subsequent sale, transfer or assignment after an initial sale, transfer or assignment shall be made only in accordance with and subject to the terms and conditions of this Section 2.4.

2.4.5 Termination of Agreement With Respect to Individual Lots Upon Sale to Public and Completion of Construction. The provisions of Subsection 2.4.1 shall not apply to the sale or lease (for a period longer than one year) of any parcel which has been finally subdivided and is individually (and not in "bulk") sold or leased to a member of the public or other ultimate user of the parcel. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate with respect to any lot and such lot shall be released and no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of both of the following conditions:

(a) The lot has been finally subdivided and individually (and not in "bulk") sold or leased (for a period longer than one year) to a member of the public or other ultimate user; and,

(b) A certificate of occupancy has been issued for a building on the parcel, and the fees set forth under Section 4 of this Agreement have been paid.

2.5 Amendment or Cancellation of Agreement. This Agreement may be amended or cancelled in whole or in part only in the manner provided for in Government Code Section 65868.1. Any amendment of this Agreement, which amendment has been requested by OWNER, shall be considered by the CITY only upon the payment of the applicable processing charge. This provision shall not limit any remedy of CITY or OWNER as provided by this Agreement. Either Party or successor in interest, may propose an amendment to or cancellation, in whole or in part, of this Agreement. Any amendment or cancellation shall be by mutual consent of the parties or their successors in interest except as provided otherwise in this Agreement or in Government Code Section 65865.1. For purposes of this section, the term "successor in interest" shall mean any person having a legal or equitable interest in the whole of the Property, or any portion thereof as to which such person wishes to amend or cancel this Agreement. The procedure for proposing and adopting an amendment to, or cancellation of, in whole or in part, this Agreement shall be the same as the procedure for adopting and entering into this Agreement in the first instance. Notwithstanding the foregoing sentence, if the CITY initiates the proposed amendment to, or cancellation of, in whole or in part, this Agreement, CITY shall first give notice to the OWNER of its intention to initiate such proceedings at least sixty (60) days in advance of the giving the public notice of intention to consider the amendment or cancellation.

2.6 Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

(a) Expiration of the stated term of this Agreement as set forth in Section 2.3.

(b) Entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Agreement.

(c) The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement.

(d) Completion of the Project in accordance with the terms of this Agreement including issuance of all required occupancy permits and acceptance by CITY or applicable public agency of all required dedications.

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement which has occurred prior to such termination or with respect to any obligations which are specifically set forth as surviving this Agreement. Upon such termination, any public facilities and services mitigation fees paid pursuant to Section 4.2 of this Agreement by OWNER to CITY on which construction has not yet begun shall be refunded to OWNER by CITY within ten (10) business days.

2.7 Notices.

(a) As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder.

(b) All notices shall be in writing and shall be considered given either: (i) when delivered in person, including, without limitation, by courier, to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below. All notices shall be addressed as follows:

If to CITY:
Scott Ochoa, City Manager
City of Ontario
303 East "B" Street
Ontario, CA 91764

If to OWNER:
Remington APG LLC
100 Bayview Circle #310
Newport Beach, CA 92660
Attn: Clark Neuhoff

with a copy to:	**With a copy to (if applicable)**:
Ruben Duran, City Attorney	John A. Ramirez
Best Best & Krieger, LLP	Rutan & Tucker, LLP
2855 E Guasti Road	18575 Jamboree Road, 9th Floor
Ontario, CA 91761	Irvine CA, 92612

(c) Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop. Subject to the terms of this Agreement including the Reservations of Authority in Section 3.4, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the Development Plan. The Project shall remain subject to all Subsequent Development Approvals required to complete the Project as contemplated by the Development Plan. Except as otherwise provided in this Agreement, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Development Plan.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservations of Authority in Section 3.4, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Existing Land Use Regulations. In connection with any Subsequent Development Approval, CITY shall exercise discretion in accordance with the same manner as it exercises its discretion under its police powers, including the Reservations of Authority set forth herein; provided however, that such discretion shall not prevent development of the Property for the uses and to the density or intensity of development set forth in this Agreement.

3.3 Timing of Development. The parties acknowledge that OWNER cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Cal. 3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that OWNER shall have the right to develop the Property in such order and at such rate and at such times as OWNER deems appropriate within the exercise of its subjective business judgment.

3.3.1 Infrastructure Improvement Exhibit. Attached hereto as Exhibit "F" are a description of the Infrastructure Improvements needed for the development of the Property ("the Infrastructure Improvement Exhibits").

3.4 Reservations of Authority.

3.4.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the CITY shall not be prevented from applying new rules, regulations and policies upon the OWNER, nor shall a development agreement prevent the CITY from denying or conditionally approving any subsequent development project application on the basis of such new rules, regulations and policies where the new rules, regulations and policies consist of the following:

(a) Processing fees by CITY to cover costs of processing applications for development approvals or for monitoring compliance with any development approvals;

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records and any other matter of procedure;

(c) Regulations, policies and rules governing engineering and construction standards and specifications applicable to public and private improvements, including all uniform codes adopted by the CITY and any local amendments to those codes adopted by the CITY; provided however that, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the standards and specifications that are expressly identified in the Specific Plan and the building codes in effect as of the Effective Date;

(d) Regulations that may conflict with this Agreement and the Development Plan but that are reasonably necessary to protect the occupants of the Project and/or of the immediate community from a condition perilous to their health or safety;

(e) Regulations that do not conflict with those rules, regulations and policies set forth in this Agreement or the Development Plan and which do not impose additional obligations, costs, and expenses on Owner or the Project;

(f) Regulations that may conflict but to which the OWNER consents.

3.4.2 Subsequent Development Approvals. This Agreement shall not prevent CITY, in acting on Subsequent Development Approvals, from applying Subsequent Land Use Regulations that do not conflict with the Development Plan and/or the Existing Development Approvals, nor shall this Agreement prevent CITY from denying or conditionally approving any Subsequent Development Approval on the basis of the Existing Land Use Regulations or any Subsequent Land Use Regulation not in conflict with the Development Plan and/or the Existing Development Approvals.

3.4.3 Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such

provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations, provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce. In the event OWNER alleges that such State or Federal laws or regulations preclude or prevent compliance with one or more provisions of this Agreement, and the CITY does not agree, the OWNER may, at its sole cost and expense, seek declaratory relief (or other similar non-monetary remedies); provided however, that nothing contained in this Section 3.6.3 shall impose on CITY any monetary liability for contesting such declaratory relief (or other similar non-monetary relief).

3.4.4 Intent.

3.5 Public Works; Utilities. If OWNER is required by this Agreement or a condition of project approval to construct any public works facilities which will be dedicated to CITY or any other public agency upon completion, and if required by applicable laws to do so, OWNER shall perform such work in the same manner as would be applicable to CITY or such other public agency should it have undertaken such construction. As a condition of development approval, OWNER shall connect the Project to all utilities necessary to provide adequate water, recycled water, sewer, gas, electric, and other utility service to the Project. As a further condition of development approval, OWNER shall to the extent possible contract with the CITY for CITY-owned or operated utilities for this purpose, for such price and on such terms as may be available to similarly situated customers in the CITY.

3.5.1 OWNER agrees that development of the Project shall require the construction of storm drain Improvements from the Property to the connection with the Cucamonga Creek Channel as described in Exhibit E and depicted in Exhibit F. OWNER shall be responsible for the construction of the necessary extension of storm drain facilities, as described in Exhibit E and depicted in Exhibit F. OWNER and CITY agree that CITY may issue grading, building permits and other required permits for OWNER to initiate construction of structures for the Property according to plans approved by CITY and OWNER agrees that OWNER shall not request and CITY shall not issue a final occupancy permit for any buildings prior to completion of the storm drain Improvements described in Exhibit E and depicted in Exhibit F. CITY agrees that OWNER may request that CITY issue temporary certificates of occupancy on a building-by-building basis prior to completion of the storm drain improvements and City shall in its sole discretion issue such requests for temporary certificates of occupancy upon request by Owner.

3.5.2 OWNER agrees that development of the Project shall require the construction of street improvements as described in Exhibits E and depicted in Exhibit F. OWNER and CITY agree that CITY may issue grading, building permits and other required permits for OWNER to initiate construction of structures for the Property according to plans approved by CITY and OWNER agrees that OWNER shall not request and CITY shall not issue a final occupancy permit for any buildings on the Property prior to Substantial Completion of the street Improvements as described in Exhibits E and

depicted in Exhibit F. For purposes of the foregoing, street improvements shall be deemed Substantially Complete even if the final lift of pavement has not been completed (i.e., Owner may install the final lift after completion of all other construction). CITY agrees that OWNER may request that CITY issue temporary certificates of occupancy on a building-by-building basis prior to completion and subject to final acceptance by CITY of the street improvements and City shall in its sole discretion issue such requests for temporary certificates of occupancy upon request by Owner. OWNER agrees that the street improvements shall be completed and subject to final acceptance by CITY prior to the release of any security for the construction of the street improvements.

3.5.3 OWNER agrees that development of the Property shall require the extension of water and recycled water utility Improvements as described in Exhibit E and depicted Exhibit F. OWNER and CITY agree that CITY may issue grading, building and other required permits for OWNER to initiate construction of structures for the Property according to plans approved by CITY upon completion of sufficient water and recycled water improvements to serve the Property from at least one point of connection and OWNER agrees that OWNER shall not request and CITY shall not issue a final occupancy permit for any buildings on the Property until the completion of the water and recycled water improvements described in Exhibit E and depicted Exhibit F. City agrees that OWNER may request that CITY issue temporary certificates of occupancy on a building-by-building basis prior to completion of the water and recycled water improvements if there is available permanent water and recycled water service from a minimum of one point of connection and sufficient water is available for fire protection purposes for any buildings while under construction. Provided there is sufficient water as described in the previous sentence, City shall in its sole discretion issue such requests for temporary certificates of occupancy upon request by Owner

3.5.4 OWNER agrees that development of the Property shall require the construction of sewer Improvements as described in Exhibit E and depicted in Exhibit F. OWNER and CITY agree that CITY may issue grading, building permits and other required permits for OWNER to initiate construction of structures for the Property according to plans approved by CITY and OWNER agrees that OWNER shall not request and CITY shall not issue a final occupancy permit for any buildings prior to completion of the sewer improvements described in Exhibit E and depicted in Exhibit F. CITY agrees that OWNER may request that CITY issue temporary certificates of occupancy on a building-by-building basis prior to the completion of the sewer improvements described in Exhibit E and depicted in Exhibit F and City shall in its sole discretion issue such requests for temporary certificates of occupancy upon request by Owner.

3.5.5 OWNER agrees that development of the Property shall require the construction of fiber optic communications infrastructure, at OWNER's sole cost and expense, as described in the attached Exhibit E and depicted in Exhibit F consisting generally of the construction of fiber optic communications infrastructure to serve the Property. OWNER and CITY agree that CITY may issue grading, building and other required permits for OWNER to initiate construction of structures for the Property according to plans approved by CITY and OWNER agrees that OWNER shall not request and CITY shall not issue a final occupancy permit for any buildings prior to completion of

the fiber optic communications infrastructure, as described in Exhibit E and depicted in Exhibit F. CITY agrees that OWNER may request that CITY issue temporary certificates of occupancy on a building-by-building basis prior to the completion of the fiber optic communications infrastructure, as described in Exhibit E and depicted in Exhibit F and City shall in its sole discretion issue such requests for temporary certificates of occupancy upon request by Owner.

3.6 Acquisition of Offsite Provision of Real Property Interests. In any instance where OWNER is required by any Development Approval or Land Use Regulation and the Construction Agreement to construct any public improvement on land not owned by OWNER ("Offsite Improvements"), the CITY and OWNER shall cooperate in acquiring the necessary legal interest ("Offsite Property") in accordance with the procedures set forth in Section 2.4 of the Construction Agreement. This section 3.6 is not intended by the parties to impose upon the OWNER an enforceable duty to acquire land or construct any public improvements on land not owned by OWNER, except to the extent that the OWNER elects to proceed with the development of the Project, and then only in accordance with valid conditions imposed by the CITY upon the development of the Project under the Subdivision Map Act or other legal authority.

3.6.1 CITY Acquisition of Non-Construction Agreement Offsite Property. In the event OWNER is required to construct any public improvements on land not owned by OWNER, but such requirement is not based upon the Construction Agreement, Sections 3.6.1 and 3.6.2 shall control the acquisition of the necessary property interest(s) ("Non-Construction Agreement Offsite Property"). If the OWNER is unable to acquire such Non-Construction Agreement Offsite Property, and following the written request from the OWNER to CITY, CITY agrees to use reasonable and diligent good faith efforts to acquire the Non-Construction Agreement Offsite Property from the owner or owners of record by negotiation to the extent permitted by law and consistent with this Agreement. If CITY is unable to acquire the Non-Construction Agreement Offsite Property by negotiation within thirty (30) days after OWNER'S written request, CITY shall, initiate proceedings utilizing its power of eminent domain to acquire that Non-Construction Agreement Subject Property at a public hearing noticed and conducted in accordance with California Code of Civil Procedure Section 1245.235 for the purpose of considering the adoption of a resolution of necessity concerning the Non-Construction Agreement Offsite Property, subject to the conditions set forth in this Section 3.6.1 The CITY and OWNER acknowledge that the timelines set forth in this Section 3.6.1 represent the maximum time periods which CITY and OWNER reasonably believe will be necessary to complete the acquisition of any Non-Construction Agreement Offsite Property. CITY agrees to use reasonable good faith efforts to complete the actions described within lesser time periods, to the extent that it is reasonably able to do so, consistent with the legal constraints imposed upon CITY.

3.6.2 Owner's Option to Terminate Proceedings. CITY shall provide written notice to OWNER no later than fifteen (15) days prior to making an offer to the owner of the Non-Construction Agreement Offsite Property. At any time within that fifteen (15) day period, OWNER may, at its option, notify CITY that it wants CITY to cease all acquisition proceedings with respect to that Non-Construction Agreement Offsite Property,

whereupon CITY shall cease such proceedings. CITY shall provide written notice to OWNER no later than fifteen (15) days prior to the date of the hearing on CITY'S intent to consider the adoption of a resolution of necessity as to any Non-Construction Agreement Offsite Property. At any time within that fifteen (15) day period, OWNER may, at its option, notify CITY that it wants CITY to cease condemnation proceedings, whereupon CITY shall cease such proceedings. If OWNER does not notify CITY to cease condemnation proceedings within said fifteen (15) day period, then the CITY may proceed to consider and act upon the Non-Construction Agreement Offsite Property resolution of necessity. If CITY adopts such resolution of necessity, then CITY shall diligently institute condemnation proceedings and file a complaint in condemnation and seek an order of immediate possession with respect to the Non-Construction Agreement Offsite Property.

3.7 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of CITY possess authority to regulate aspects of the development of the Property separately from or jointly with CITY and this Agreement does not limit the authority of such other public agencies. CITY agrees to cooperate fully, at no cost to CITY, with OWNER in obtaining any required permits or compliance with the regulations of other public agencies provided such cooperation is not in conflict with any laws, regulations or policies of the CITY.

3.8 Tentative Parcel Maps; Extension. With respect to applications by OWNER for tentative parcel maps for portions of the Property, CITY agrees that OWNER may file and process tentative maps in accordance with Chapter 4.5 (commencing with Section 66498.1) of Division 2 of Title 7 of the California Government Code and the applicable provisions of CITY's subdivision ordinance, as the same may be amended from time to time. In accordance with the provisions of Section 66452.6 of the Government Code, each tentative subdivision map or tentative parcel map, heretofore or hereafter approved in connection with development of the Property, shall be deemed to have been granted an extension of time to and until the date that is five (5) years following the Effective Date of this Agreement. The CITY's City Council may, in its discretion, extend any such map for an additional period of up to five (5) years beyond its original term, so long as the subdivider files a written request for an extension with the City prior to the expiration of the initial five (5) year term.

4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Property will result in substantial public needs that will not be fully met by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on OWNER that should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on OWNER by providing more fully for the satisfaction of the public needs resulting from the Project.

4.2 Development Impact Fees.

4.2.1 Amount of Development Impact Fee. Development Impact Fees (DIF) shall be paid by OWNER. The Development Impact Fee amounts to be paid by OWNER shall be the amounts that are in effect at the time such amounts are due. Nothing contained in this Agreement shall affect the ability of the CITY to impose new Development Impact Fees or amend the amounts of existing Development Impact Fees. Additionally, nothing contained in this Agreement shall affect the ability of other public agencies that are not controlled by CITY to impose and amend, from time to time, Development Impact Fees established or imposed by such other public agencies, even though such Development Impact Fees may be collected by CITY.

4.2.2 Time of Payment. The Development Impact Fees required pursuant to Subsection 4.2.1 shall be paid to CITY prior to the issuance of building permit for each applicable building (subject to the application/use of available fee deferrals or credits), except for the Open Space and Habitat Acquisition Development Impact fee, which shall be paid by OWNER to CITY prior to the issuance of a grading permit

4.3 Responsibility for Construction of Public Improvements.

4.3.1 Timely Construction of Public Infrastructure. The phasing of the area wide infrastructure construction within the Ontario Ranch area shall be as approved by the CITY. OWNER shall be responsible for the timely construction and completion of all public infrastructure required for the Project as shown on the attached Exhibit "F" and any and all Development Plan conditions. Unless otherwise specified in the Development Plan conditions, and subject to the provisions of Section 3.5 and 3.6, all other required Improvements for each Development Plan, shall be completed and operational prior to, and as a condition precedent to, OWNER requesting and CITY's granting of a final occupancy permit for any buildings to be constructed on the Property. All Infrastructure and Improvements shall be completed as required by the Subdivision Agreement and/or Development Plan conditions for Development Plan (File No. PDEV21-024).

4.3.2 Availability and Use of Recycled Water. OWNER agrees that recycled water shall be available and utilized by OWNER for all construction-related water uses including prior to, and during, any grading of the Property.

4.3.3 Construction of DIF Program Infrastructure To the extent OWNER is required to construct and completes construction of public improvements that are included in CITY's Development Impact Fee Program. CITY agrees that CITY shall issue DIF Credit in accordance with the provisions of a separate Fee Credit Agreement between CITY and OWNER. Limitations on the use of DIF Credit issued to OWNER to offset OWNER's DIF payment obligations shall also be subject to the provisions of a separate Fee Credit Agreement. CITY and OWNER agree that the Fee Credit Agreement between CITY and OWNER shall comply with CITY's adopted policies applicable to such agreements.

4.4 Public Services Funding Fee.

4.4.1 Requirement for Payment of Public Services Funding Fee. In order to ensure that the adequate provision of public services, including without limitation, police, fire and other public safety services, are available to each Project in a timely manner, OWNER shall pay to CITY a "Public Services Funding Fee." The Public Services Funding Fee shall apply to residential and non-residential uses as set forth below.

4.4.2 Public Services Funding Fee Amount. OWNER shall pay a Public Services Funding fee in a single installment payment in the amount of Seventy Cents ($.70) per square foot of each non-residential building. The single installment for non-residential uses shall be due and payable on a building-by-building basis prior to the issuance of the building permit for a non-residential building. The amount of the Single Installment for non-residential uses shall automatically increase by percentage increase (but no decrease) in the Consumer Price Index (Riverside-San Bernardino-Ontario, CA), (December 2017=100) over the preceding year on January 1st of each year, beginning on January 1, 2023. OWNER may exercise the option to pay any single installment amounts for the remainder of the non-residential square footage within the Project on or before December 31st, before the Single Installment amount is automatically increased

4.5 Net MDD/Water Availability Equivalents.

4.5.1 Effectiveness of Agreement. Notwithstanding anything else set forth in this Agreement, CITY and OWNER each acknowledge, confirm, and agree, that (i) the City approval of this Agreement and (ii) the effectiveness of this Agreement, in each case, is conditioned upon OWNER's admission to NMC Builders as a "Member" thereof pursuant to the terms and conditions of the operating agreement of NMC Builders. OWNER and CITY agree that OWNER shall become a Member of NMC Builders within 30 days of the effective date of this Agreement.

4.5.2 Assigned Net MDD/Water Availability Equivalents. OWNER acknowledges that the City has agreed with NMC Builders to reserve exclusively for Members of NMC Builders, including OWNER, Net MDD made available through the construction of water system improvements funded by NMC Builders and/or OWNER. OWNER acknowledges that the provisions of the Construction Agreement Amendment require that the City shall not issue building permits or certificates of occupancy for the area of development within the New Model Colony served by the water system improvements funded by NMC Builders, except to the bearer of a Certificate of Net MDD Water Availability.

4.5.3 Requirement for NMC Builders LLC Membership as a Phase 2 Water Member. OWNER and CITY agree that OWNER's' payment to CITY required by Section 4.5.3 below represents OWNER's contribution to the funding required for the future construction of the Phase 2 Water Improvements and the availability of additional Net MDD Water Availability required for the development of the Property described in Exhibit A of this Agreement.

4.5.4 CITY issuance of Water Availability Equivalents. Within 30 days after the effectiveness of this Development Agreement OWNER shall pay or have paid to City the applicable Phase 2 Water Participation Fee. The Phase 2 Water Participation Fee shall be the calculated based on the amount of the Regional Water DIF for the applicable land use category and the square footage of the applicable buildings. The calculated amount of the Phase 2 Water Participation Fee shall be paid to City within 30 days after the effective date of this Agreement or, at OWNER's option, the Phase 2 Water Participation Fee may be paid to City in two (2) installments. The first installment shall be fifty percent (50%) of the total Phase 2 Water Participation Fee and such first installment shall be due and payable to City within 30 days after the effective date of this Development Agreement. The second installment shall be the remaining amount of the Phase 2 Water Participation Fee and such second installment shall be due and payable to City within one (1) year after the payment of the first installment, or prior to, and as a condition precedent to, the OWNER's request for occupancy for any building on the Property, whichever occurs first. Upon OWNER's complete payment to CITY of the Phase 2 Water Participation Fee CITY shall issue a Certificate of Water Availability Equivalents in the form attached hereto as Exhibit G. Such Water Availability Equivalents Certificate shall be issued by CITY within thirty (30) days of the receipt of such required payment. CITY and OWNER agree that the amount of Water Availability Equivalents issued to OWNER shall be based on the maximum projected need for Water Availability Equivalents required for the Property based upon water demand factors and assumptions listed in Exhibit C-2R of the Phase 2 Water Amendment to the Construction Agreement "Water Demand Equivalents by Land Use" for each land use category. Additionally, within five (5) business days of CITY's receipt of OWNER's payment as required under this Section 4.5.2, CITY shall issue a certificate of DIF Credit against OWNER's DIF obligations in the Regional Water DIF Category.

4.6 Requirement for other Water System Improvements. A Certificate of Net MDD Availability is evidence only of available water capacity and does not satisfy any other conditions applicable to OWNER's Project, including those relating to design and construction of master-planned potable water and recycled water transmission and distribution system for the respective pressure zone and other public infrastructure requirements.

4.7 Compliance with Public Benefits Requirements.

4.7.1 Failure to Provide Public Benefits. In the event OWNER fails or refuses to comply with any condition referenced in Section 4.1 through 4.6, or challenges (whether administratively or through legal proceedings) the imposition of such conditions, OWNER shall be deemed in default of this Agreement pursuant to Section 8 hereof, thereby entitling the City to any and all remedies available to it, including, without limitation, the right of the City to withhold OWNER's Project-related building permits, certificates of occupancy, or discretionary approvals, without liability. Nothing herein shall waive Owner's right to assert a default (or failure to perform) by the City has excused Owner's performance under this Agreement.

5. FINANCING OF PUBLIC IMPROVEMENTS.

5.1 Financing Mechanism(s). OWNER agrees that prior to the request for a building permit of any building on the Property, the property subject to such Development Plan or any future Development Plan(s) shall be included in a CFD to finance City services through annual special taxes that will initially be Twenty-Nine ($0.29) per square foot for non-residential buildings. These amounts shall be subject to an automatic increase at a rate not to exceed four (4%) percent per year unless otherwise modified by the City. Depending on the fiscal year that the CFD is formed and the CFD tax is levied, the annual special taxes may be higher. CITY shall be the sole and exclusive lead agency in the formation of any CFD, assessment district or other public financing mechanism within the Property; provided however, that the proceeds of any such CFD, assessment district, or financing mechanism may be used, subject to restrictions that may be imposed by applicable law, for the purposes of acquiring, constructing or maintaining public facilities to be owned or operated by other public agencies, including, without limitation those facilities owned or operated by a school district. In addition to the rights of the CITY pursuant to section 5.1 hereof, CITY shall have the right, but not the obligation, to condition the formation of any CFD, assessment district or other public financing mechanism within the Property on the OWNER mitigating all Project-related impacts to the applicable school district(s) as required by such school district(s). Written evidence by such school district(s) may be required by the CITY as the condition to the formation of any CFD, assessment district or other public financing mechanism within the Property, or any steps preliminary thereto, including, without limitation, the adoption of any resolution of intention to form such CFD, assessment district or other public financing mechanism within the Property. It is not the intent of the parties hereto, by this provision, to prohibit or otherwise limit the City's ability to take any and all necessary steps requisite to the formation of the CFD to finance City services through annual special taxes as set forth in this Section 5.1. Formation of any CFD, assessment district or other public financing mechanism within the Property, shall be subject to CITY's ability to make all findings required by applicable law and complying with all applicable legal procedures and requirements including, without limitation, CITY's public financing district policies as such policies may be amended from time to time. Notwithstanding the foregoing, it is acknowledged and agreed by the parties that nothing contained in this Agreement shall be construed as requiring CITY or the City Council to form any such district.

6. REVIEW FOR COMPLIANCE.

6.1 Periodic and Special Reviews.

6.1.1 Time for and Initiation of Periodic Review. The CITY shall review this Agreement every twelve (12) months from the Effective Date in order to ascertain the good faith compliance by the OWNER with the terms of this Agreement. The OWNER shall submit an Annual Monitoring Report to CITY, in a form acceptable to the City Manager, along with any applicable processing charge within ten (10) days after each anniversary date of the Effective Date of this Agreement. Within fifteen (15) days after the receipt of the Annual Monitoring Report, CITY shall review the Annual Monitoring Report. Prior to the expiration of the fifteen (15) day review period, CITY shall either issue a notice of continuing compliance or a notice of non-compliance and a notice of CITY's

intent to conduct a Special Review pursuant to Sections 6.1.2 through 6.1.6. Issuance of a notice of continuing compliance may be issued by the City Manager or his designee.

6.1.2 Initiation of Special Review. A special review may be called either by agreement between the parties or by initiation in one or more of the following ways:

(a) Recommendation of the Planning staff;

(b) Affirmative vote of at least four (4) members of the Planning Commission; or

(c) Affirmative vote of at least three (3) members of the City Council.

6.1.3 Notice of Special Review. The City Manager shall begin the special review proceeding by giving notice that the CITY intends to undertake a special review of this Agreement to the OWNER. Such notice shall be given at least ten (10) days in advance of the time at which the matter will be considered by the Planning Commission.

6.1.4 Public Hearing. The Planning Commission shall conduct a hearing at which the OWNER must demonstrate good faith compliance with the terms of this Agreement. The burden of proof on this issue is upon the OWNER.

6.1.5 Findings Upon Public Hearing. The Planning Commission shall determine upon the basis of substantial evidence whether or not the OWNER has, for the period under review, complied in good faith with the terms and conditions of this Agreement.

6.1.6 Procedure Upon Findings.

(a) If the Planning Commission finds and determines on the basis of substantial evidence that the OWNER has complied in good faith with the terms and conditions of this Agreement during the period under review, the review for that period is concluded.

(b) If the Planning Commission finds and determines on the basis of substantial evidence that the OWNER has not complied in good faith with the terms and conditions of this Agreement during the period under review, the Planning Commission may recommend to the City Council to modify or terminate this Agreement.

(c) The OWNER may appeal a determination pursuant to paragraph (b) to the City Council in accordance with the CITY's rule for consideration of appeals in zoning matters generally.

6.2 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.1.6(b), the CITY determines to proceed with modification or termination of this Agreement, the CITY shall give notice to the property OWNER of its intention so to do. The notice shall contain:

(a) The time and place of the hearing;

(b) A statement as to whether or not the CITY proposes to terminate or to modify this Agreement; and

(c) Other information that the CITY considers necessary to inform the OWNER of the nature of the proceeding.

6.3 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, the OWNER shall be given an opportunity to be heard. The OWNER shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on the OWNER. If the City Council finds, based upon substantial evidence in the administrative record, that the OWNER has not complied in good faith with the terms and conditions of the agreement, the City Council may terminate this Agreement or modify this Agreement and impose those conditions to the action it takes as it considers necessary to protect the interests of the CITY. The decision of the City Council shall be final, subject only to judicial review pursuant to Section 1094.5 of the Code of Civil Procedure.

6.4 Certificate of Agreement Compliance. If, at the conclusion of a Periodic or Special Review, OWNER is found to be in compliance with this Agreement, CITY shall, upon written request by OWNER, issue a Certificate of Agreement Compliance ("Certificate") to OWNER stating that after the most recent Periodic or Special Review and based upon the information known or made known to the Planning Director and City Council that (1) this Agreement remains in effect and (2) OWNER is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a Periodic or Special Review and shall state the anticipated date of commencement of the next Periodic Review. OWNER may record the Certificate with the County Recorder. Whether or not the Certificate is relied upon by assignees or other transferees or OWNER, CITY shall not be bound by a Certificate if a default existed at the time of the Periodic or Special Review, but was concealed from or otherwise not known to the Planning Director or City Council.

7. [OMITTED]

8. DEFAULT AND REMEDIES.

8.1 Remedies in General. It is acknowledged by the parties that CITY would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof. In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that CITY shall not be liable in damages to OWNER, or to any successor in interest of OWNER, or to any other person, and OWNER covenants not to sue for damages or claim any damages:

(a) For any breach of this Agreement or for any cause of action which arises out of this Agreement; or

(b) For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or

(c) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

8.2 Specific Performance. The parties acknowledge that money damages and remedies at law generally are inadequate and specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement and should be available to all parties for the following reasons:

(a) Money damages are unavailable against CITY as provided in Section 8.1 above.

(b) Due to the size, nature and scope of the project, it may not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, OWNER may be foreclosed from other choices it may have had to utilize the Property or portions thereof. OWNER has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate OWNER for such efforts.

8.3 Release. Except for nondamage remedies, including the remedy of specific performance and judicial review as provided for in Section 6.5, OWNER, for itself, its successors and assignees, hereby releases the CITY, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon the CITY because it entered into this Agreement or because of the terms of this Agreement.

8.4 Termination or Modification of Agreement for Default of OWNER. Subject to the provisions contained in Subsection 6.3 herein, CITY may terminate or modify this Agreement for any failure of OWNER to perform any material duty or obligation of OWNER under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default"); provided, however, CITY may terminate or modify this Agreement pursuant to this Section only after providing written notice to OWNER of default setting forth the nature of the default and the actions, if any, required by OWNER to cure such default and, where the default can be cured, OWNER has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default

within such 60 day period and to diligently proceed to complete such actions and cure such default.

8.5 Termination of Agreement for Default of CITY. OWNER may terminate this Agreement only in the event of a default by CITY in the performance of a material term of this Agreement and only after providing written notice to CITY of default setting forth the nature of the default and the actions, if any, required by CITY to cure such default and, where the default can be cured, CITY has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

9. THIRD PARTY LITIGATION.

9.1 General Plan Litigation. CITY has determined that this Agreement is consistent with its Comprehensive General Plan, as such General Plan exists as of the Effective Date ("General Plan"), and that the General Plan meets all requirements of law. OWNER has reviewed the General Plan and concurs with CITY's determination. CITY shall have no liability in damages under this Agreement for any failure of CITY to perform under this Agreement or the inability of OWNER to develop the Property as contemplated by the Development Plan of this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law.

9.2 Third Party Litigation Concerning Agreement. OWNER shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless CITY, its agents, officers and employees from any claim, action or proceeding against CITY, its agents, officers, or employees to attack, set aside, void, or annul the approval of this Agreement or the approval of any permit granted pursuant to this Agreement. CITY shall promptly notify OWNER of any such claim, action or proceeding, and CITY shall cooperate in the defense. If CITY fails to promptly notify OWNER of any such claim, action or proceeding, or if CITY fails to cooperate in the defense, OWNER shall not thereafter be responsible to defend, indemnify, or hold harmless CITY. CITY may in its discretion participate in the defense of any such claim, action or proceeding.

9.3 Indemnity. In addition to the provisions of 9.2 above, OWNER shall indemnify and hold CITY, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of OWNER, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (OWNER's employees included) or any other element of damage of any kind or nature, to the extent relating to or in any way connected with or arising from the activities contemplated hereunder, including, but not limited to, the study, design, engineering, construction, completion, failure and conveyance of the public improvements, save and except claims for damages arising through the sole active negligence or sole willful misconduct of CITY. OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents, employees and independent

contractors in any legal action based upon such alleged acts or omissions. CITY may in its discretion participate in the defense of any such legal action.

9.4 Environment Assurances. OWNER shall indemnify and hold CITY, its officers, agents, and employees free and harmless from any liability, to the extent based or asserted, upon any act or omission of OWNER, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property during OWNER'S period of ownership of the Property, including, but not limited to, soil and groundwater conditions caused by OWNER, and OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. CITY may in its discretion participate in the defense of any such action.

9.5 Reservation of Rights. With respect to Sections 9.2, 9.3 and 9.4 herein, CITY reserves the right to either (1) approve the attorney(s) which OWNER selects, hires or otherwise engages to defend CITY hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense, provided, however, that OWNER shall reimburse CITY forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

9.6 Survival. The provisions of this Sections 9.1 through 9.6, inclusive, shall survive the termination of this Agreement.

10. MORTGAGEE PROTECTION.

10.1 Mortgagee Protection. The parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at OWNER's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. CITY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with OWNER and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. CITY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee, has submitted a request in writing to the CITY in the manner specified herein for giving notices, shall be entitled to receive written notification

from CITY of any default by OWNER in the performance of OWNER's obligations under this Agreement.

(c) If CITY timely receives a request from a Mortgagee requesting a copy of any notice of default given to OWNER under the terms of this Agreement, CITY shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to OWNER. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of OWNER's obligations or other affirmative covenants of OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by OWNER is a condition precedent to the performance of a covenant by CITY, the performance thereof shall continue to be a condition precedent to CITY's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 2.4 of this Agreement

(e) In the event of a default by Owner, any Mortgagee shall have the right to remedy, or cause to be remedied, such default within sixty (60) days following the later to occur of (i) the date of Mortgagee's receipt of the notice referred to in Section 10.1(b) above, or (ii) the expiration of the period provided herein for Owner to remedy or cure such default, and City shall accept such performance by or at the insistence of the Mortgagee as if the same had been timely made by Owner; provided, however, that (i) if such default is not capable of being cured within the timeframes set forth in this Section and Mortgagee commences to cure the default within such timeframes, then Mortgagee shall have such additional time as is required to cure the default so long as Mortgagee diligently prosecutes the cure to completion and (ii) if possession of the Property (or portion thereof) is required to effectuate such cure or remedy, the Mortgagee shall be deemed to have timely cured or remedied if it commences the proceedings necessary to obtain possession thereof within sixty (60) days after receipt of the copy of the notice, diligently pursues such proceedings to completion, and, after obtaining possession, diligently completes such cure or remedy.

11. MISCELLANEOUS PROVISIONS.

11.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the San Bernardino County Recorder by the City Clerk within the ten (10) days after the CITY executes this Agreement, as required by Section 65868.5 of the Government Code. If the parties to this Agreement or their successors in interest amend or cancel this Agreement as provided for herein and in Government Code Section 65868, or if the CITY terminates or modifies the agreement as provided for herein and in Government Code Section 65865.1 for failure of the applicant to comply in good

faith with the terms or conditions of this Agreement, the City Clerk shall have notice of such action recorded with the San Bernardino County Recorder.

11.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

11.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Section 4 of this Agreement, including the payment of the fees set forth therein, are essential elements of this Agreement and CITY would not have entered into this Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

11.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

11.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

11.6 Singular and Plural. As used herein, the singular of any word includes the plural.

11.7 Joint and Several Obligations. Subject to Section 2.4, if at any time during the term of this Agreement the Property is owned, in whole or in part, by more than one owner, all obligations of such owners under this Agreement shall be joint and several, and the default of any such owner shall be the default of all such owners. Notwithstanding the foregoing, no owner of a single lot which has been finally subdivided and sold to such owner as a member of the general public or otherwise as an ultimate user shall have any obligation under this Agreement except as provided under Section 4 hereof.

11.8 Time of Essence. Time is of the essence in the performance of .the provisions of this Agreement as to which time is an element.

11.9 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right

to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

11.10 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

11.11 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, pandemics or governmental orders issues in connection therewith, supply chain delays in procuring construction and related materials, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control, (including the party's employment force), government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the party's control. If any such events shall occur, the term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the term of this Agreement shall not be extended under any circumstances for more than five (5) years.

11.12 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

11.13 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and, (c) is binding upon each party and each successor in interest during ownership of the Property or any portion thereof.

11.14 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

11.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of San Bernardino, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

11.16 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and

conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between CITY and OWNER is that of a government entity regulating the development of private property and the owner of such property.

11.17 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement. The City Manager may delegate his powers and duties under this Agreement to an Assistant City Manager or other management level employee of the CITY.

11.18 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by CITY of its power of eminent domain.

11.19 Agent for Service of Process. In the event OWNER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venturer resident of the State of California, or it is a foreign corporation, then in any such event, OWNER shall file with the Planning Director, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon OWNER. If for any reason service of such process upon such agent is not feasible, then in such event OWNER may be personally served with such process out of this County and such service shall constitute valid service upon OWNER. OWNER is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto.

11.20 Estoppel Certificate. Within thirty (30) business days following a written request by any of the parties, the other party shall execute and deliver to the requesting party a statement certifying that (i) either this Agreement is unmodified and in full force and effect or there have been specified (date and nature) modifications to the Agreement, but it remains in full force and effect as modified; and (ii) either there are no known current uncured defaults under this Agreement or that the responding party alleges that specified (date and nature) defaults exist. The statement shall also provide any other reasonable information requested. The failure to timely deliver this statement shall constitute a conclusive presumption that this Agreement is in full force and effect without modification except as may be represented by the requesting party and that there are no uncured defaults in the performance of the requesting party, except as may be represented by the requesting party. OWNER shall pay to CITY all costs incurred by CITY in connection with

the issuance of estoppel certificates requested by Owner under this Section 11.20 prior to CITY's issuance of such certificates.

11.21 Authority to Execute. The person or persons executing this Agreement on behalf of OWNER warrants and represents that he or she/they have the authority to execute this Agreement on behalf of his or her/their corporation, partnership or business entity and warrants and represents that he or she/they has/have the authority to bind OWNER to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

SIGNATURE PAGE
TO DEVELOPMENT AGREEMENT
FILE NO. PDA21-007

"OWNER"

REMINGTON APG LLC.,
a Delaware limited liability company

By: Alere Property Group LLC, a Delaware limited liability company, its sole member

By: _____
Name:
Its: _____
Date: _____

"CITY"

CITY OF ONTARIO

By:_____
Scott Ochoa
City Manager

Date: _____

ATTEST:

_____
City Clerk, Ontario

APPROVED AS TO FORM:
BEST BEST & KRIEGER, LLP

_____
City Attorney

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF _____)

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

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

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

WITNESS my hand and official seal.

Signature_____
Signature of Notary Public

Place Notary Seal Above

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF _____)

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

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

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

WITNESS my hand and official seal.

Signature_____
Signature of Notary Public

Place Notary Seal Above

EXHIBIT "A"
TO DEVELOPMENT AGREEMENT

Legal Description of Property

EXHIBIT "A"

LEGAL DESCRIPTION

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

PARCEL A:
A PORTION OF THAT PART OF GOVERNMENT LOT 8, SECTION 22, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, AS SHOWN ON THE PLAT RECORDED IN BOOK 3, PAGE 71 RECORDS OF SURVEY, RECORDS OF SAID COUNTY, DESCRIBED IN DOCUMENT RECORDED IN BOOK 1720, PAGE 136 OFFICIAL RECORDS OF SAID COUNTY, SAID PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF REMINGTON AVENUE (50 FEET WIDE) WITH A LINE THAT IS PARALLEL WITH AND DISTANT EASTERLY 110 FEET FROM THAT CERTAIN DESCRIBED CENTERLINE IN "PARCEL A" IN DOCUMENT RECORDED IN BOOK 9271, PAGE 394 OFFICIAL RECORDS OF SAID COUNTY, SAID INTERSECTION BEING DISTANT ALONG THE CENTERLINE OF REMINGTON AVENUE, SOUTH 88° 55' 14" EAST 1961.96 FEET FROM A 1-INCH SAN BERNARDINO COUNTY SURVEYOR'S MONUMENT MARKING THE INTERSECTION OF SAID CENTERLINE WITH THE CENTERLINE OF CARPENTER AVENUE (50 FEET WIDE); THENCE ALONG SAID PARALLEL LINE NORTH 12° 46' 21" EAST, 777.98 FEET TO THE EASTERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN SAID DOCUMENT RECORDED IN BOOK 1720, PAGE 136 OFFICIAL RECORDS; THENCE ALONG SAID EASTERLY LINE SOUTH 0° 47' 18" WEST (RECORDED SOUTH 0° 06' WEST), 761.85 FEET TO THE CENTERLINE OF SAID REMINGTON AVENUE; THENCE ALONG THE CENTERLINE OF REMINGTON AVENUE NORTH 88° 55' 14" WEST, 161.40 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEGINNING AT THE SAID INTERSECTION OF THE CENTERLINE OF SAID REMINGTON AVENUE WITH SAID PARALLEL LINE; THENCE ALONG SAID PARALLEL LINE NORTH 12° 46' 21" EAST, 125.73 FEET; THENCE SOUTH 26° 30' 15" EAST, 93.78 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT NORTHERLY 40.00 FEET FROM THE CENTERLINE OF SAID REMINGTON AVENUE; THENCE PARALLEL WITH THE CENTERLINE OF REMINGTON AVENUE, SOUTH 88° 55' 14" EAST, 69.18 FEET; THENCE NORTH 69° 37' 40" EAST, 24.79 FEET TO THE EASTERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN DOCUMENT RECORDED IN BOOK 1720, PAGE 136 OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID EASTERLY LINE SOUTH 0° 47' 18" WEST (RECORDED SOUTH 0° 06' WEST), 49.07 FEET TO THE CENTERLINE OF SAID REMINGTON AVENUE; THENCE ALONG SAID CENTERLINE NORTH 88° 55' 14" WEST, 161.40 FEET TO THE POINT OF BEGINNING.

PARCEL B:
THAT PORTION OF GOVERNMENT LOTS 5 AND 8, IN FRACTIONAL SECTION 22, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SAN BERNARDINO BASE AND MERIDIAN DESCRIBED IN DEED TO OSCAR K. IMBACK, ET. UX., RECORDED JUNE 10, 1944 IN BOOK 1683, PAGE 350 OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN BERNARDINO COUNTY AND THAT PORTION OF THE FRACTIONAL SOUTHEAST ONE-QUARTER OF SAID SECTION 22 AND THE FRACTIONAL NORTHEAST ONE-QUARTER OF SECTION 27 IN SAID TOWNSHIP 2 SOUTH, RANGE 7 WEST DESCRIBED IN DEED TO OSCAR IMBACH, ET. UX., RECORDED JANUARY 22, 1959 AS INSTRUMENT NO. 1959-5716 OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY, LYING WESTERLY OF A LINE PARALLEL WITH AND DISTANT EASTERLY, 230.00 FEET, MEASURED AT RIGHT ANGLES FROM THE FOLLOWING DESCRIBED SURVEYED REFERENCE LINE:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF THE FRACTIONAL SOUTHEAST ONE-QUARTER OF SAID SECTION 22, SAID POINT BEING SOUTH 88° 54' 26" EAST 959.04 FEET, MEASURED ALONG SAID NORTHERLY LINE FROM A FOUND SAN BERNARDINO COUNTY SURVEYOR'S NAIL AND FLASH SET AT THE CENTER ONE-QUARTER CORNER OF SAID SECTION 22, SAID POINT ALSO BEING NORTH 88° 54' 26" WEST 1672.94 FEET, MEASURED ALONG SAID NORTHERLY LINE FROM A FOUND SAN BERNARDINO COUNTY SURVEYOR'S MONUMENT SET AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 22; THENCE SOUTH 3° 23' 57" WEST 941.26 FEET; THENCE SOUTH 11° 03' 04" WEST 1444.72 FEET; THENCE SOUTH 8° 01' 16" WEST 3020.52 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID FRACTIONAL NORTHEAST ONE-QUARTER OF SECTION 27, SAID POINT BEING SOUTH 89° 21' 30" EAST 112.29 FEET, MEASURED ALONG SAID SOUTHERLY LINE FROM A FOUND 2 INCH IRON PIPE SET AT THE SOUTHWEST CORNER OF THE LAND SHOWN AS "PARCEL 2" ON THAT CERTAIN RECORD OF SURVEY RECORDED IN BOOK 34, PAGE 81 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, SAID POINT ALSO BEING NORTH 89° 21' 30" WEST 2414.61 FEET, MEASURED ALONG SAID SOUTHERLY LINE FROM A FOUND RIVERSIDE COUNTY SURVEYOR'S MONUMENT, IN WELL, SET AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 27.

EXHIBIT "A" CONTINUED
TO DEVELOPMENT AGREEMENT

Legal Description of Property

SHEET 2 OF 2

EXHIBIT "A"

LEGAL DESCRIPTION

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE LAND DESCRIBED IN DEED TO KENNETH EARLE IMBACH, ET AL., RECORDED JANUARY 13, 1960 AS INSTRUMENT NO. 1960-3050 OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY.

ALSO EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE LAND DESCRIBED IN DEED TO THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT RECORDED SEPTEMBER 22, 1944 IN BOOK 1711, PAGE 162 OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN BERNARDINO COUNTY.

ALSO EXCEPTING FROM THAT PORTION OF GOVERNMENT LOTS 5 AND 8, HEREINBEFORE DESCRIBED, AN UNDIVIDED ONE-HALF INTEREST IN THE OIL AND MINERAL RIGHTS ON, IN OR UNDER SAID LAND AS PROVIDED IN AGREEMENT BETWEEN HELEN CURRIE MORGAN, ET. AL., AND OSCAR IMBACH, ET. UX., RECORDED JUNE 10, 1944 IN BOOK 1684, PAGE 378 OFFICIAL RECORDS.

ALSO EXCEPTING THE REMAINING INTEREST IN THE OIL AND MINERAL RIGHTS ON, IN OR UNDER THE HEREINBEFORE DESCRIBED LAND, TOGETHER WITH THE RIGHT TO USE THAT PORTION ONLY OF SAID LAND WHICH UNDERLIES A PLANE PARALLEL TO AND FIVE HUNDRED (500) FEET BELOW THE PRESENT SURFACE OF SAID LAND, FOR THE PURPOSE OF PROSPECTING FOR, DEVELOPING AND/OR EXTRACTING SAID URANIUM, THORIUM, AND OTHER FISSIONABLE MATERIALS, OIL, GAS, PETROLEUM, ASPHALTUM, AND OTHER MINERAL OR HYDROCARBON SUBSTANCES FROM SAID LAND, IT BEING EXPRESSLY UNDERSTOOD AND AGREED THAT SAID GRANTORS, THEIR HEIRS AND ASSIGNS, SHALL HAVE NO RIGHT TO ENTER UPON THE SURFACE OF SAID LAND, OR TO USE SAID LAND OR ANY PORTION THEREOF TO SAID DEPTH OF FIVE HUNDRED (500) FEET, FOR ANY PURPOSE WHATSOEVER, AS RESERVED IN THE DEED FROM OSCAR IMBACH, ET. AL., RECORDED DECEMBER 20, 1974 IN BOOK 8581, PAGE 201 OFFICIAL RECORDS, AND RE-RECORDED MAY 5, 1975 IN BOOK 8671, PAGE 237 OFFICIAL RECORDS, RECORDS OF SAN BERNARDINO COUNTY AND RECORDED DECEMBER 20, 1974 AS INSTRUMENT NO. 1974-160889 OFFICIAL RECORDS AND RE-RECORDED MARCH 20, 1975 AS INSTRUMENT NO. 1975-31976 OFFICIAL RECORDS OF RIVERSIDE COUNTY.

APN: 0218-311-07-0-000, 0218-311-13-0-000 (FUTURE APN: 1073-151-12-0-000 AND 1073-151-15-0-000)

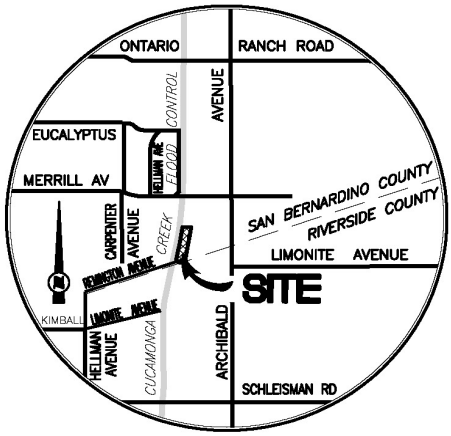
PARCEL C:
A NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS, EGRESS AND ACCESS AND FOR EMERGENCY PEDESTRIAN AND VEHICULAR INGRESS, EGRESS AND ACCESS AS DESCRIBED IN THAT CERTAIN ACCESS EASEMENT AGREEMENT RECORDED JULY 14, 2020 AS INSTRUMENT NO. 2020-0234093 OFFICIAL RECORDS.

EXHIBIT "B"
TO DEVELOPMENT AGREEMENT

Map showing Property and its location

EXHIBIT "B"
LEGAL DESCRIPTION

SHEET 1 OF 1



VICINITY MAP
NOT TO SCALE

EXHIBIT "C"
TO DEVELOPMENT AGREEMENT

Existing Development Approvals

On March 27, 2018 the Planning Commission:

a) Issued Resolution PC18-029 recommending City Council certification of the Colony Commerce Center East Specific Plan EIR (SCH#2017031048).

b) Issued Resolution PC18-030 recommending to City Council approval of the Colony Commerce Center East Specific Plan (File No. PSP16-003).

On April 17, 2018, the City Council:

a) Issued Resolution 2018-034 for the certification of the Colony Commerce Center East Specific Plan EIR (SCH#2017031048).

On May 1, 2018, the City Council:

a) Adopted Ordinance 3097 approving the Colony Commerce Center East Specific Plan (File No. PSP16-003).

EXHIBIT "D"
TO DEVELOPMENT AGREEMENT

Existing Land Use Regulations

These documents are listed for reference only:

1. Colony Commerce Center East Specific Plan (File No. PSP16-003), Ordinance No. 3097.

2. Colony Commerce Center East Specific Plan Environmental Impact Report (SCH #2017031048).

3. City of Ontario Municipal Code
   a. Six – Sanitation & Health
   b. Seven – Public Works
   c. Eight – Building Regulations
   d. Nine – Development Code
   e. Ten – Parks & Recreation

EXHIBIT "E"
TO DEVELOPMENT AGREEMENT

Description of required Infrastructure Improvements

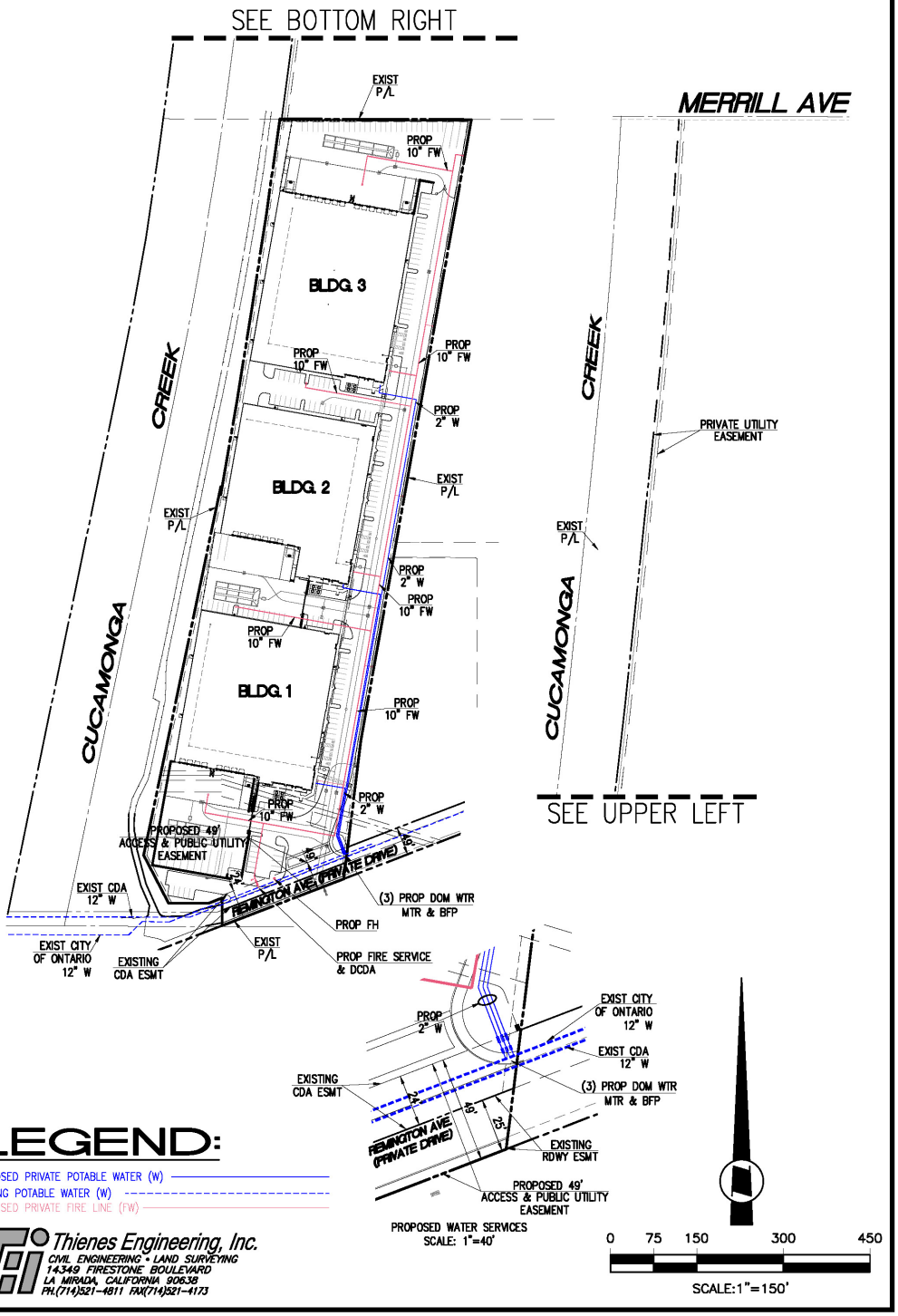
OWNER shall design, construct, and complete including but not limited to the following Street, Sewer, Storm Drain, Potable Water, Recycled Water, and Fiber Optic improvements, prior to OWNER's request for any final certificate of occupancy permit for any building within the Property.

EXHIBIT "F"
TO DEVELOPMENT AGREEMENT

Required Infrastructure Improvements

(SEE ATTACHED)

EXHIBIT "F-1"
REQUIRED WATER
INFRASTRUCTURE IMPROVEMENTS



LEGEND:

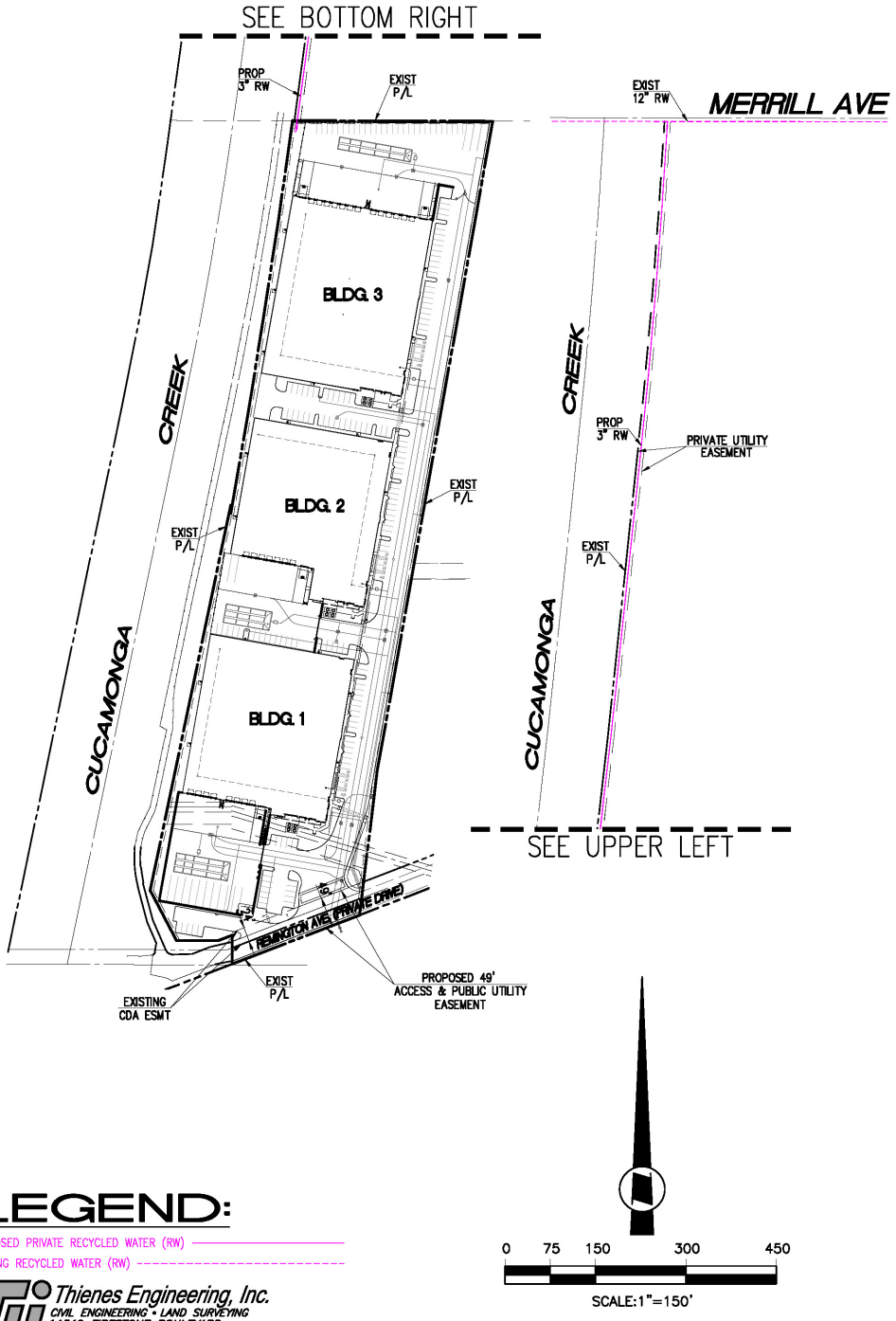
PROPOSED PRIVATE POTABLE WATER (W)

EXISTING POTABLE WATER (W)

PROPOSED PRIVATE FIRE LINE (FW)

Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173

EXHIBIT "F-2"
REQUIRED RECYCLED WATER INFRASTRUCTURE IMPROVEMENTS



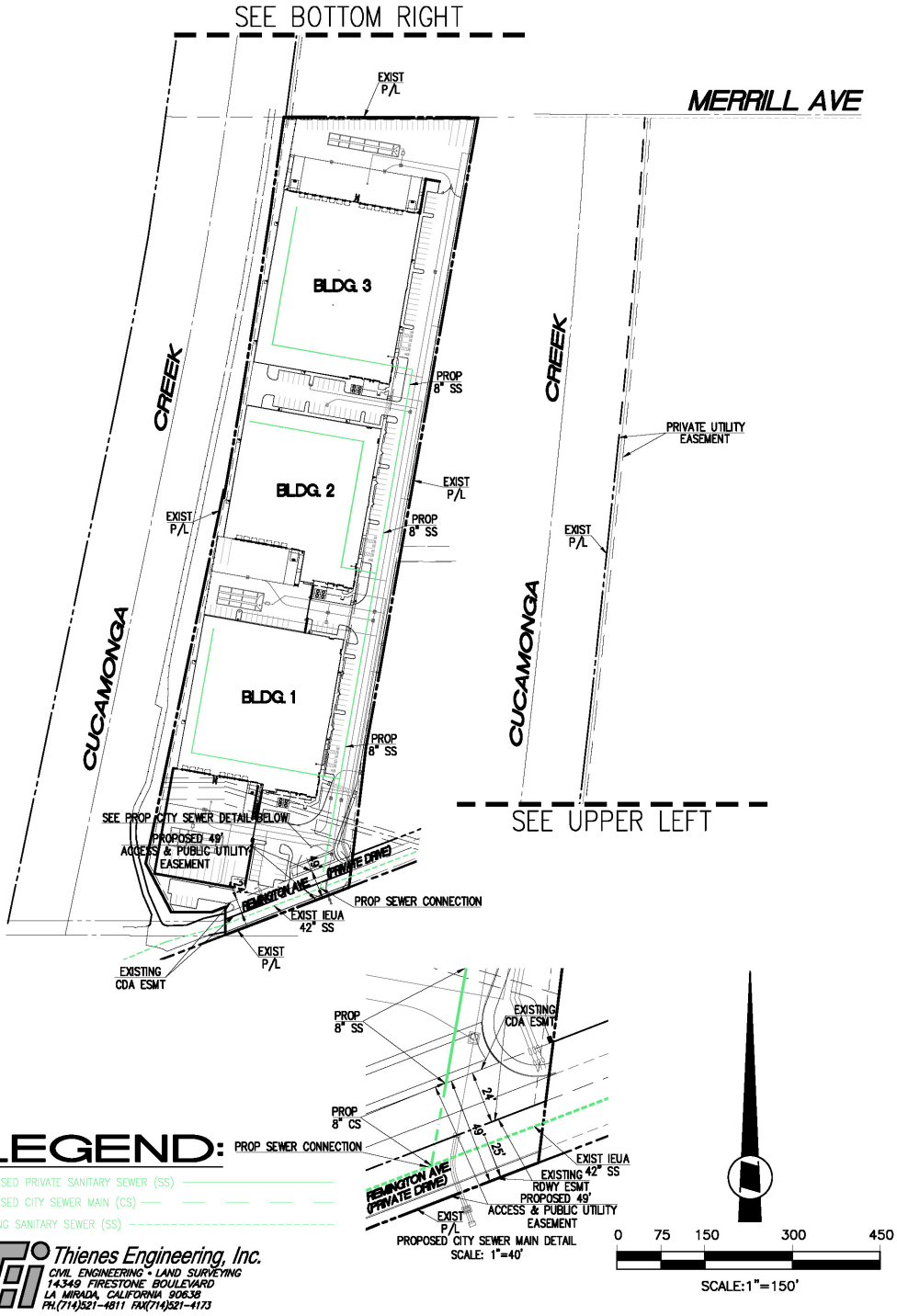
LEGEND:

PROPOSED PRIVATE RECYCLED WATER (RW) ————————

EXISTING RECYCLED WATER (RW) - - - - - - - - - - - -

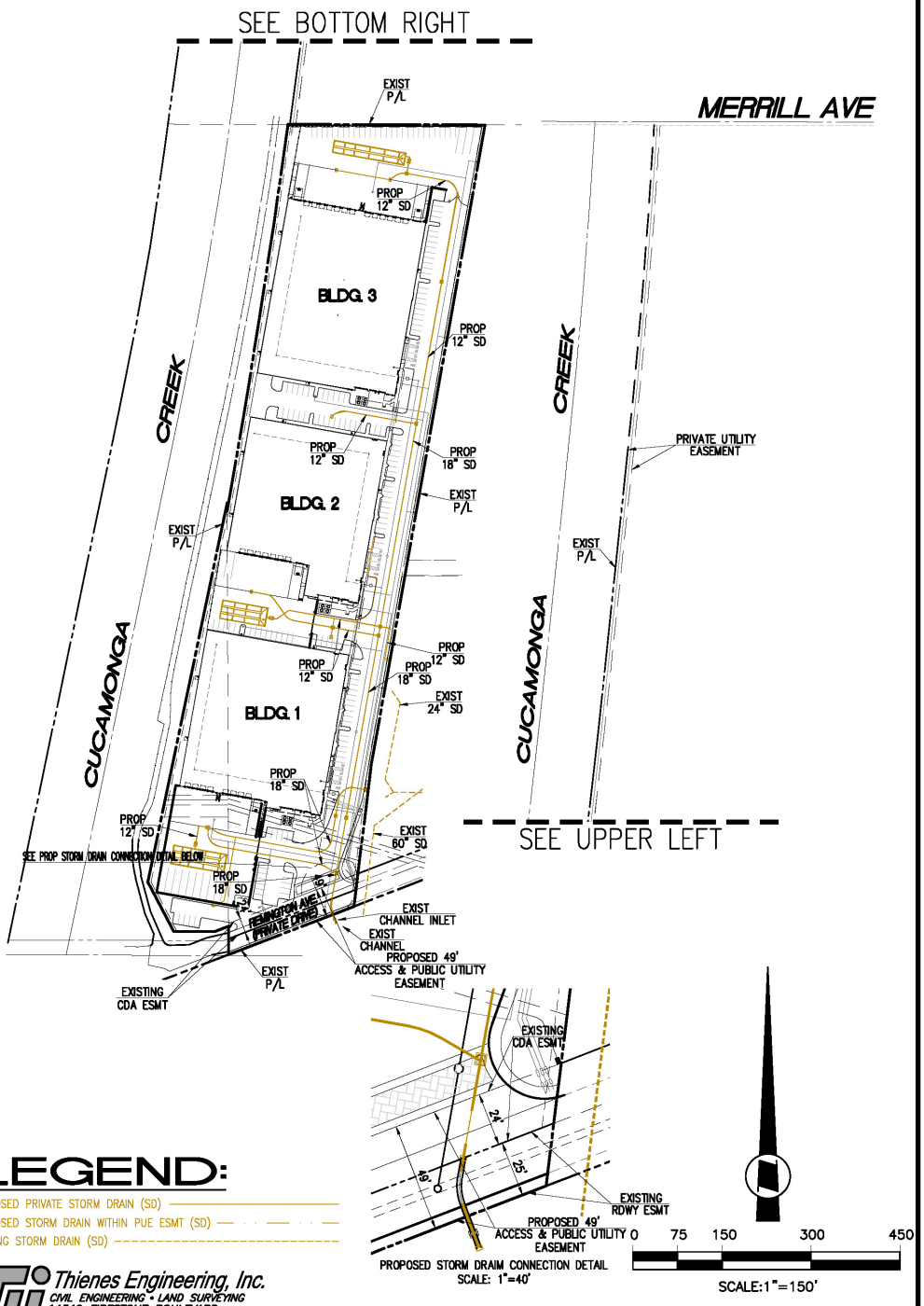
Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173

EXHIBIT "F-3"
REQUIRED SEWER
INFRASTRUCTURE IMPROVEMENTS



Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173

EXHIBIT "F-4"
REQUIRED STORM DRAIN INFRASTRUCTURE IMPROVEMENTS



LEGEND:

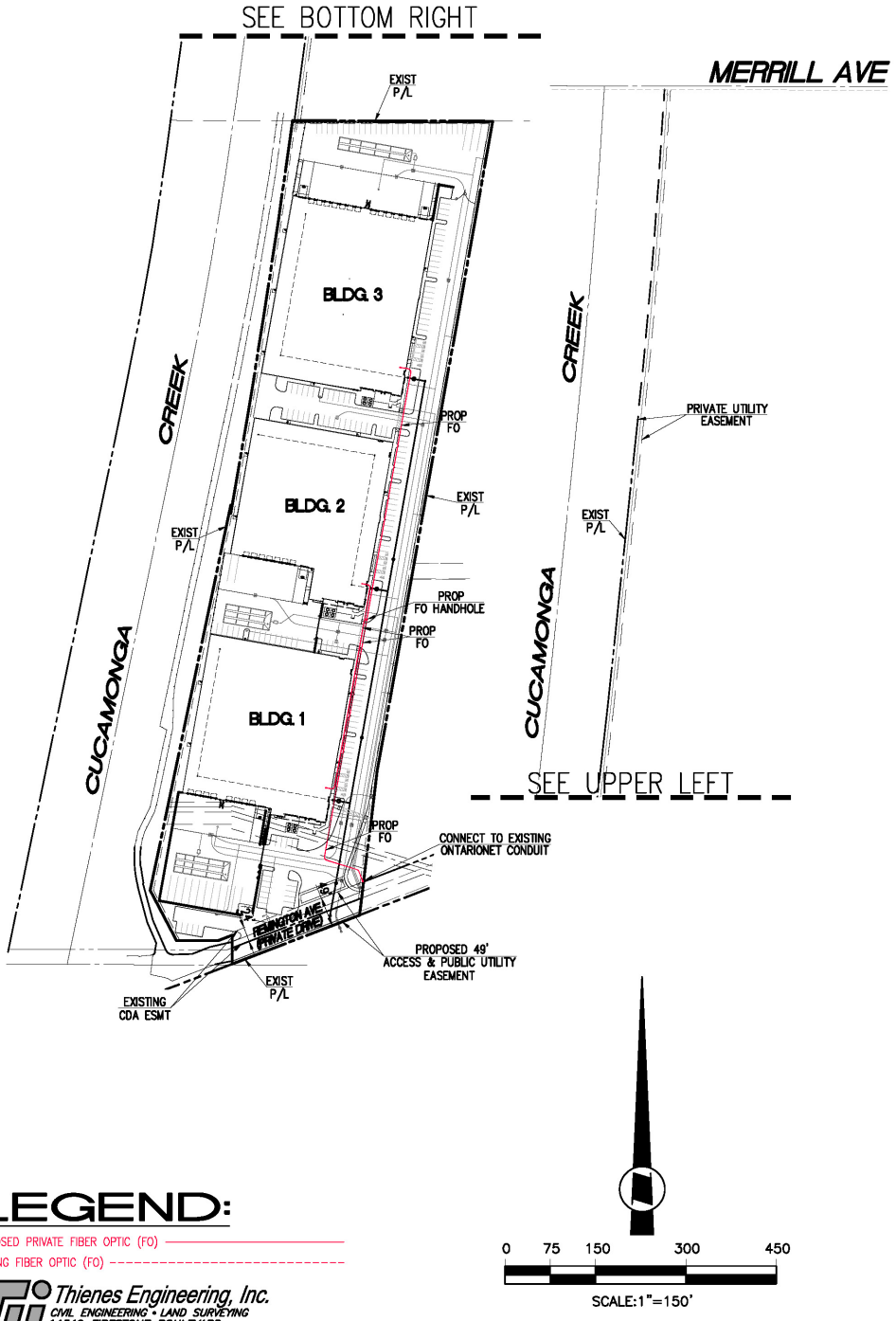
PROPOSED PRIVATE STORM DRAIN (SD)

PROPOSED STORM DRAIN WITHIN PUE ESMT (SD)

EXISTING STORM DRAIN (SD)

Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173

EXHIBIT "F-5"
REQUIRED FIBER OPTIC
INFRASTRUCTURE IMPROVEMENTS



LEGEND:

PROPOSED PRIVATE FIBER OPTIC (FO) ————————

EXISTING FIBER OPTIC (FO) -

Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173

EXHIBIT "G"
TO DEVELOPMENT AGREEMENT

FORM OF CERTIFICATE OF NET MDD AVAILABILITY

Pursuant to Section ___ of this Agreement between the City of Ontario, a California municipal corporation, and _____, a _____ company, hereinafter called "OWNER", the terms and definitions of which are hereby incorporated herein by this reference and hereinafter called "Agreement", the City of Ontario hereby certifies based on CITY receipt of payment of OWNER's share of the funding for the Phase 2 Water Improvements, that OWNER is entitled to the following Net MDD Water Availability.

Amount of Net MDD _____ gpm

_____
Scott Ochoa, City Manager

Dated:_____

Exhibit "H"

FORM OF CERTIFICATE OF REGIONAL DIF CREDIT

Pursuant to Section 4.5.2 of this Agreement by and between the City of Ontario and _____, dated _____, 201_, the terms and definitions of which are hereby incorporated herein by this reference and hereinafter called the "Development Agreement', the City of Ontario hereby certifies that OWNER is entitled to the following amount and nature of DIF Credits in the Regional Water DIF Infrastructure Category:

Amount of Credit: $_____

_____
Scott Ochoa, City Manager

Dated:_____

Exhibit "I-1"

ONTARIO RANCH
WATER SUPPLY PHASING PLAN

Phase 2	Water Availability Equivalency	Estimated Net MDD Available[1]
Phase 2 A		
Supply & Storage		
1. 1 - Additional Ground Water Well and Collection lines - Design and Construction	8,250 gpm[2]	**7,750 gpm**[2]
Pipelines (Transmission & Distribution)[2]		
2. 925 Zone Transmission lines – Design and Construction		
3. Temporary Pressure Reducing Station[3] – Design and Construction		
Phase 2B		
Supply & Storage		
4. 1 – Additional Ground Water Well and Collection lines – Design and Construction	10,500 gpm[2]	**9,860 gpm**[2]
5. 1 – 6 million gallon Reservoir – 925 Zone – Design and Construction		

(1) Upon Completion of the construction of all of the improvements described for each Phase a Certificate of Net MDD Availability shall be issued to Developer for the corresponding amount of Net MDD. Net MDD means the maximum daily demand on the potable water supply, net of the water requirements for public schools and parks. The Water Availability Equivalency includes the estimated requirements for public schools and parks. The amount of Net MDD specified is the cumulative amount for which building permits may be issued upon funding of the corresponding and all preceding Phases of improvements.

(2) The ability of a particular development to utilize Net MDD assigned to it by the Developer will require the completion of design and construction of Master-planned potable and recycled water transmission and distribution pipelines for the respective pressure zone. Other factors may include its location, the particular land use and Water Availability Equivalents assigned to it as specified in Exhibit C-2.

(3) Pressure reducing stations are a component of the pipeline transmission and distribution system.

EXHIBIT "I-2"

Available Water Supply - See Exhibit C-1R for Net MDD Available

Table A - Water Demand Equivalents By Land Use

The Ontario Plan	Potable Water			Recycled Water	
Land Use	Water Demand Factor (ADD)		Water Demand Equivalents (WDE)[2]	Recycled Water Demand Factor[1] (ADD)	Recycled Water Demand Of Total Water Demand
	(gpd/du)	(gpd/ac)	(gpm/unit)	(gpd/ac)	(%)
Detached Dwellings (less than 5 units per acre)	544		0.57	900	28%
Detached or Attached Dwellings (between 5 and 11 units per acre)	464		0.48	1,000	21%
Attached Dwellings (between 11 and 25 units per acre)	323		0.34	1,500	18%
High Density Dwellings (25+ units per acre)	152		0.16	1,500	27%
Commercial Lodging	150		0.16	1,700	50%
Retail/Services Uses		2,200	2.29	2,300	51%
Office Uses		3,400	3.54	2,300	40%
Business Park Uses		2,200	2.29	2,200	50%
Industrial Uses		2,000	2.08	2,200	52%
Institutional Use		2,200	2.29	1,600	42%
Parks		1,000	1.04	1,400	58%
Schools		3,500	3.65	1,600	31%

[1]Recycled Water Demands include irrigation for right-of-way (medians and parkways), neighborhood edge, pocket parks, and common areas.

[2] The WDE is based on the Maximum Day Demand (MDD) with a peaking factor of 1.5 in the NMC for all land use categories.

Table B - Example Water Supply Calculation

Land Use	Acres[1] (gross)	Residential Units	WDE Factor (gpm)	Potable MDD (gpm)	Recycled Water ADD (gpm)
Development					
Detached Dwellings (less than 5 units per acre)	1,284	5,061	0.57	2,868	803
Detached or Attached Dwellings (between 5 and 11 units per acre)	369	2,530	0.48	1,223	256
Attached Dwellings (between 11 and 25 units per acre)	194	3,410	0.34	1,147	202
Retail/Services Uses (per acre)[2]	104		2.29	239	166
TOTAL	**1,950**	**11,001**		**5,477**	**1,428**

Three (3) Wells Are required to Support this example, assuming each well produces 2,000 gpm and connection to the Recycled Water System maximizing Recycled Water Use.

[1] Residential Acres are estimated based on the weighted average derived from the average number of units per land use category.

[2] Commercial acreage is calculated from a total square footage of 1,361,000 SF with an average Floor to Area Ratio (FAR) of 0.30 for commercial services in The Ontario Plan.

317129390.1

Exhibit "JI"

FORM OF PLUME DISCLOSURE LETTER

CITY OF ONTARIO

ONTARIO MUNICIPAL UTILITIES COMPANY

PAUL S. LEON
MAYOR

DEBRA DORST-PORADA
MAYOR PRO TEM

ALAN D. WAPNER
JIM W. BOWMAN
RUBEN VALENCIA
COUNCIL MEMBERS

AL C. BOLING
CITY MANAGER

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT BURTON
UTILITIES GENERAL MANAGER

March 2017

DISCLOSURE NOTICE
SOUTH ARCHIBALD TRICHLOROETHYLENE PLUME

Dear Property Owner/Developer/Applicant:

The City of Ontario ("City") has approved or will be approving development in the Ontario Ranch area in the next few years, subject to the appropriate and required statutory process. This letter is intended to serve as notice to all potential property owners of the existence of a groundwater plume, known as the South Archibald Trichloroethylene (TCE) Plume which may exist in, under or near owner's property.

The groundwater plume is in an area in the central Chino Basin south of the Pomona Freeway, west of Turner Avenue, east of Grove Avenue, and north of Kimball Avenue. The plume primarily consists of TCE, a discontinued industrial solvent, and is subject to a clean-up under the oversight and direction of the Santa Ana Regional Water Quality Control Board ("Regional Board").

The Regional Board's approved clean-up procedure involves the removal and treatment of groundwater containing TCE via groundwater wells to reduce the plume concentrations and control its migration. In addition, the City is providing potable water supplies for domestic purposes to residences with private domestic wells affected by the plume. Finally, the Regional Board will continue to monitor all impacted areas and private domestic wells to ensure that residents' health and the environment are properly safeguarded. These remedial actions are documented in a Remedial Action Plan approved by the Regional Board in September 2016.

Further and current information may be found on the Regional Board's Geotracker website at https://geotracker.waterboards.ca.gov/profile_report?global_id=T10000004658.

Property owners may wish to include this letter as a part of a Real Estate Transfer Disclosure under California Civil Code Section 1102 et seq.

1425 SOUTH BON VIEW - ONTARIO, CALIFORNIA 91761-4406 - (909) 395-2605 - FAX (909) 395-2601

ORDINANCE NO. _____

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

WHEREAS, Remington APG LLC., ("Applicant") has filed an Application for the approval of a Development Agreement, File No. PDA21-007, as described in the title of this Resolution (hereinafter referred to as "Application" or "Project"); and

WHEREAS, the Application applies to 10.2 acres of land generally located near the northeast corner of Remington Avenue and the Cucamonga Creek Flood Control Channel, within the Industrial (PA-3) land use district of the Colony Commerce Center East Specific Plan; and

WHEREAS, the Applicant has submitted a Development Plan (File No. PDEV21-024) to construct three industrial buildings totaling 200,322 square feet on 10.2 acres of land; and

WHEREAS, the environmental impacts of this project were previously reviewed in conjunction with the Colony Commerce Center East Specific Plan (File No. PSP16-003), for which an Environmental Impact Report (State Clearinghouse No. 2017031048) was certified by City Council on May 1, 2018. This Application introduces no new significant environmental impacts, and all previously adopted mitigation measures are a condition of project approval; and

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

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

WHEREAS, the Project has been reviewed for consistency with the Housing Element of the Policy Plan component of The Ontario Plan, as State Housing Element law (as prescribed in Government Code Sections 65580 through 65589.8) requires that

development projects must be consistent with the Housing Element, if upon consideration of all its aspects, it is found to further the purposes, principals, goals, and policies of the Housing Element; and

WHEREAS, the Project is located within the Airport Influence Area of Ontario International Airport, which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and is subject to, and must be consistent with, the policies and criteria set forth in the Ontario International Airport Land Use Compatibility Plan ("ALUCP"), which applies only to jurisdictions within San Bernardino County, and addresses the noise, safety, airspace protection, and overflight impacts of current and future airport activity; and

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

WHEREAS, on May 16, 2022, the Development Advisory Board of the City of Ontario conducted a hearing to consider the Development Plan (File No. PDEV21-024), and concluded said hearing on that date and issuing Decision No. DAB22-013, approving the Development Plan; and

WHEREAS, on May 24, 2022, the Planning Commission of the City of Ontario conducted a hearing to consider the Project, and concluded said hearing on that date, voting to issue Resolution No. PC22-021, recommending the City Council approve the Application; and

WHEREAS, on June 21, 2022, the City Council of the City of Ontario conducted a hearing to consider the Project, and concluded said hearing on that date; and

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

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

SECTION 1. ***Environmental Determination and Findings.*** As the decision-making body for the Project, the City Council has reviewed and considered the information contained in the previous Certified EIR and supporting documentation. Based upon the facts and information contained in the previous Certified EIR and supporting documentation, the City Council finds as follows:

(1) The environmental impacts of this project were previously reviewed in conjunction with the Colony Commerce Center East Specific Plan (File No. PSP16-003), for which an Environmental Impact Report (State Clearinghouse No. 2017031048) was certified by the City Council on May 1, 2018. This Application is consistent with the previously Certified Environmental Impact Report (the "Certified EIR") and introduces no new significant environmental impacts; and

(2) The previous Certified EIR contains a complete and accurate reporting of the environmental impacts associated with the Project; and

(3) The previous Certified EIR was completed in compliance with CEQA and the Guidelines promulgated thereunder; and

(4) The previous Certified EIR reflects the independent judgment of the Planning Commission; and

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

SECTION 2. ***Subsequent or Supplemental Environmental Review Not Required.*** Based on the information presented to the City Council, and the specific findings set forth in Section 1, above, the City Council finds that the preparation of a subsequent or supplemental Certified EIR is not required for the Project, as the Project:

(1) Does not constitute substantial changes to the Certified EIR that will require major revisions to the Certified EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and

(2) Does not constitute substantial changes with respect to the circumstances under which the Certified EIR was prepared, that will require major revisions to the Certified EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects; and.

(3) Does not contain new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the Certified EIR was certified/adopted, that shows any of the following:

(a) The project will have one or more significant effects not discussed in the Certified EIR; or

(b) Significant effects previously examined will be substantially more severe than shown in the Certified EIR; or

(c) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the Project, but the City declined to adopt such measures; or

(d) Mitigation measures or alternatives considerably different from those analyzed in the Certified EIR would substantially reduce one or more significant effects on the environment, but which the City declined to adopt.

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

SECTION 4. ***Ontario International Airport Land Use Compatibility Plan ("ALUCP") Compliance.*** The California State Aeronautics Act (Public Utilities Code Section 21670 et seq.) requires that an Airport Land Use Compatibility Plan be prepared for all public use airports in the State; and requires that local land use plans and individual development proposals must be consistent with the policies set forth in the adopted Airport Land Use Compatibility Plan. On April 19, 2011, the City Council of the City of Ontario approved and adopted the ALUCP, establishing the Airport Influence Area for Ontario International Airport, which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and limits future land uses and development within the Airport Influence Area, as they relate to noise, safety, airspace protection, and overflight impacts of current and future airport activity. As the approval authority for the Project, the City Council has reviewed and considered the facts and information contained in the Application and supporting documentation against the ALUCP compatibility factors, including [1] Safety Criteria (ALUCP Table 2-2) and Safety Zones (ALUCP Map 2-2), [2] Noise Criteria (ALUCP Table 2-3) and Noise Impact Zones (ALUCP Map 2-3), [3] Airspace protection Zones (ALUCP Map 2-4), and [4] Overflight Notification Zones (ALUCP Map 2-5). The project site is also located within the Airport Influence area of the Chino Airport and is consistent with policies and criteria set forth within the 2011 California Airport Land Planning Handbook published by the California Department of Transportation, Division of Aeronautics. As a result, the CITY COUNCIL, therefore, finds and determines that the Project, when implemented in conjunction with the conditions of approval, will be consistent with the policies and criteria set forth within the ALUCP.

SECTION 5. ***Concluding Facts and Reasons.*** Based upon the substantial evidence presented to the City Council during the above-referenced hearing, and upon the specific findings set forth in Section 1 through 4, above, the City Council hereby concludes as follows:

(1) The Development Agreement applies to approximately 10.2 acres of land located near the northeast corner of Remington Avenue and the Cucamonga Creek Flood Control Channel, within the Industrial (PA-3) land use district of the Colony Commerce Center East Specific Plan (File No. PSP16-003); and

(2) The Development Agreement establishes parameters for the development of the Planning Area 3A (Industrial) land use district of the Colony Commerce Center East Specific Plan. The Development Agreement also grants the Applicant, the right to develop, the ability to quantify the fees; and establish the terms and conditions that apply to those projects. These terms and conditions are consistent with The Ontario Plan Policy Plan (General Plan), design guidelines and development standards for the Colony Commerce Center East Specific Plan; and

(3) The Development Agreement grants the Owner a vested right to construct the Development Plan (File No. PDEV21-024) as long as the Owner complies with the terms and conditions of the Specific Plan and EIR. The Development Plan is located near the northeast corner of Remington Avenue and the Cucamonga Creek Flood Control Channel, and proposes to construct three industrial buildings totaling 200,322 square feet on 10.2 acres of land; and

(4) The Development Agreement has been prepared in conformance with the goals and policies of The Ontario Plan Policy Plan (General Plan); and

(5) The Development Agreement does not conflict with the Land Use Policies of The Ontario Plan Policy Plan (General Plan) and will provide for development, within the district, in a manner consistent with the Policy Plan and with related development; and

(6) This Development Agreement will promote the goals and objectives of the Land Use Element of the Policy Plan; and

(7) This Development Agreement will not be materially injurious or detrimental to the adjacent properties and will not have a significant impact on the environment or the surrounding properties. The environmental impacts of this project were previously reviewed in conjunction with the Colony Commerce Center East Specific Plan (File No. PSP16-003), for which an Environmental Impact Report (State Clearinghouse No. 2017031048) was certified by City Council on May 1, 2018; and

(8) This Application introduce no new significant environmental impacts. All previously adopted mitigation measures are a condition of project approval and are incorporated herein by this reference.

SECTION 6. ***City Council Action.*** Based upon the findings and conclusions set forth in Sections 1 through 5, above, the City Council hereby APPROVES the herein described Application, subject to each and every condition set forth in the Development Agreement (File No. PDA21-007) attached hereto as "Attachment A," and incorporated herein by this reference.

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

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

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

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

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

PASSED, APPROVED, AND ADOPTED this 5th day of July 2022.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Ordinance No. 3214 was duly introduced at a regular meeting of the City Council of the City of Ontario held June 21, 2022, and adopted at the regular meeting held July 5, 2022 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

I hereby certify that the foregoing is the original of Ordinance No. 3214 duly passed and adopted by the Ontario City Council at their regular meeting held July 5, 2022 and that Summaries of the Ordinance were published on June 28, 2022 and July 12, 2022, in the Inland Valley Daily Bulletin newspaper.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

ATTACHMENT A:

File No. PDA21-007

DEVELOPMENT AGREEMENT

By and Between

City of Ontario
a California municipal corporation

and

Remington APG LLC.,
a Delaware limited liability company

(Development Agreement to follow this page)

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

Exempt from Fees Per Gov. Code § 6103

Space above this line for Recorder's Use Only

FILE NO. PDA21-007

DEVELOPMENT AGREEMENT

By and Between

City of Ontario
a California municipal corporation

and

Remington APG LLC
a Delaware limited liability company

_____, 2022

San Bernardino County, California

DEVELOPMENT AGREEMENT NO. PDA21-007

This Development Agreement (hereinafter "Agreement") is entered into effective as of the ____ day of _____, 2022 by and among the City of Ontario, a California municipal corporation (hereinafter "CITY"), and Remington APG LLC, a Delaware limited liability company (hereinafter "OWNER"):

RECITALS

WHEREAS, CITY is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Section 65864, et seq. of the Government Code and Section 4.01.015 of the Ontario Development Code; and

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

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

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

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

WHEREAS, all of the procedures of the California Environmental Quality Act have been met with respect to the Project and the Agreement in that Colony Commerce East Specific Plan Environmental Impact Report (State Clearinghouse No. 2017031048 (the "FEIR"). The City Council found and determined that the FEIR was prepared in accordance with the requirements of the California Environmental Quality Act and adequately describes the impacts of the project described in the FEIR, which included consideration of this Agreement; and

WHEREAS, this Agreement and the Project are consistent with the CITY's Comprehensive General Plan and the Colony Commerce Center East Specific Plan; and

WHEREAS, all actions taken and approvals given by CITY have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters; and

WHEREAS, development of the Property in accordance with this Agreement will provide substantial benefits to CITY and will further important policies and goals of CITY; and

WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of the Property, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which development agreements under Sections 65864 et seq. of the Government Code are intended; and

WHEREAS, OWNER has incurred and will in the future incur substantial costs in order to assure development of the Property in accordance with this Agreement; and

WHEREAS, OWNER has incurred and will in the future incur substantial costs in excess of the generally applicable requirements in order to assure vesting of legal rights to develop the Property in accordance with this Agreement.

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

WHEREAS, Owner's Property is within the boundaries defined in Exhibit A of the Construction Agreement between the CITY and NMC Builders and the Property covered by this Agreement is what is known as a "Phase 2 Water Property" as such, shall be required to provide funding for CITY's future construction of the "Phase 2 Water Improvements" which will result in the availability of additional Net MDD Water Availability required for the development as shown on Exhibit "I-1"..

WHEREAS, the property developer/owner is made aware of the South Archibald Trichloroethylene (TCE) Plume "Disclosure Letter" (Exhibit "J"). Property owner may wish to provide the attached Letter as part of the Real Estate Transfer Disclosure requirements under California Civil Code Section 1102 et seq. This may include notifications in the Covenants, Conditions and Restrictions (CC&Rs) or other documents related to property transfer and disclosures. Additional information on the plume is available from the Santa Ana Regional Water Quality Control Board at http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004658.

COVENANTS

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

1. DEFINITIONS AND EXHIBITS.

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

1.1.1 "Agreement" means this Development Agreement.

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

1.1.3 “Construction Agreement” means that certain Agreement for the Financing and Construction of Phases I and II Infrastructure Improvements to Serve an Easterly Portion of the New Model Colony, entered into between the CITY and NMC Builders as of the 4th day of October, 2005, and all future amendments thereto and including the First Amended and Restated Agreement for the Financing and Construction of Limited Infrastructure Improvements to Serve an Easterly Portion of the New Model Colony entered into between the CITY and NMC Builders as of the 21st day of August, 2012 and the Amendment to the First Amended and Restated Agreement for the Financing and Construction of Limited Infrastructure Improvements to Serve and Easterly Portion of the New Model Colony entered into between the CITY and NMC Builders as of the 19th day of September 2017.

1.1.4 “Development” means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of public infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping. “Development” does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

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

(a) specific plans and specific plan amendments;

(b) tentative and final subdivision and parcel maps;

(c) development plan review.

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

1.1.7 “Development Impact Fee” means a monetary exaction, other than a tax or special assessment, whether characterized as a fee or a tax and whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project, and, for purposes of this Agreement only, includes fees collected under development agreements adopted pursuant to Article 2.5 of the Government Code (commencing with Section 65864) of Chapter 4. For purposes of this Agreement only, "Development Impact Fee" shall not include processing fees and charges imposed by CITY to cover the estimated actual costs to CITY of processing applications for Development Approvals or for monitoring

compliance with any Development Approvals granted or issued, including, without limitation, fees for zoning variances; zoning changes; use permits; building inspections; building permits; filing and processing applications and petitions filed with the local agency formation commission or conducting preliminary proceedings or proceedings under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Division 3 (commencing with Section 56000) of Title 5 of the Government Code; the processing of maps under the provisions of the Subdivision Map Act, Division 2 (commencing with Section 66410) of Title 7 of the Government Code; or planning services under the authority of Chapter 3 (commencing with Section 65100) of Division 1 of Title 7 of the Government Code, fees and charges as described in Sections 51287, 56383, 57004, 65104, 65456, 65863.7, 65909.5, 66013, 66014, and 66451.2 of the Government Code, Sections 17951, 19132.3, and 19852 of the Health and Safety Code, Section 41901 of the Public Resources Code, and Section 21671.5 of the Public Utilities Code, as such codes may be amended or superseded, including by amendment or replacement.

1.1.8 "Development Plan" means the Existing Development Approvals, the Existing Land Use Regulations applicable to development of the Property and the Development Plan (File No. PDEV21-024) and any future Development Plans approved by CITY.

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

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

1.1.11 "Existing Land Use Regulations" means all Land Use Regulations in effect on the date of the first reading of the Ordinance adopting and approving this Agreement. Existing Land Use Regulations includes the Regulations incorporated herein as Exhibit "D" and all other Land Use Regulations that are in effect and a matter of public record on such date.

1.1.12 "General Plan" means The Ontario Plan adopted on January 26, 2010.

1.1.13 "Improvement" or "Improvements" means those public improvements required to support the development of the Project as described in the Development Plan conditions for Development Plan No. PDEV21-024, as further described in Exhibit "F" (the "Infrastructure Improvements Exhibit").

1.1.14 "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations and official policies of CITY governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, timing and phasing of development, the maximum height and size of buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to

the development of the Property. "Land Use Regulations" does not include any CITY ordinance, resolution, code, rule, regulation or official policy, governing:

(a) the conduct of businesses, professions, and occupations;

(b) taxes and assessments;

(c) the control and abatement of nuisances;

(d) the granting of encroachment permits and the conveyance of similar rights and interests that provide for the use of or the entry upon public property;

(e) the exercise of the power of eminent domain.

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

1.1.16 "Net MDD" means net maximum daily water demand.

1.1.17 "NMC Builders" means the consortium of investors and developers responsible for the construction of infrastructure within the New Model Colony incorporated as NMC Builders, LLC.

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

1.1.19 **"**Phase 2 Water EDUs**"** means the number of equivalent dwelling units or non-residential square footage assigned to OWNER upon payment to City of the Phase 2 Water Participation Fee for the Project and evidenced by the issuance by CITY of a Certificate of Phase 2 Net MDD Availability in the form attached as Exhibit G.

1.1.20 "Phase 2 Water Improvements" means the future water infrastructure Improvements required for the issuance by CITY of the "Water Availability Equivalents" (WAE) for the Project.

1.1.21 "Phase 2 Water Participation Fee" means the fee paid to City upon City approval of the first Development Entitlement for the Project, to fund the Property's respective share of the projected costs of the design and construction of the Phase 2 Water Improvements by City. The Phase 2 Water Participation Fee shall be the calculated amount of the Regional Water DIF for the Project based upon the number of units, and land use category for residential units or the number of square feet, and land use category for non-residential square footage of the Project.

1.1.22 "Project" means the development of the Property contemplated by the Development Plan, as such Plan may be further defined, enhanced or modified pursuant to the provisions of this Agreement.

1.1.23 "Property" means the real property described on Exhibit "A" and shown on Exhibit "B" to this Agreement.

1.1.24 "Reservations of Authority" means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to CITY under Section 3.6 of this Agreement.

1.1.25 "Amendment to the Construction Agreement" means the amendment to the Construction Agreement modifying the boundaries of the property in Exhibit A of such Construction Agreement to include the Property covered by this Agreement and to provide for the additional funds required for CITY's future construction of the "Phase 2 Water Improvements" described in a modification to Exhibit C-3 of the Construction Agreement.

1.1.26 "Specific Plan" means that certain specific plan adopted by the City Council, and entitled, "Colony Commerce Center East Specific Plan."

1.1.27 "Subsequent Development Approvals" means all discretionary Development Approvals required subsequent to the Effective Date in connection with development of the Property.

1.1.28 "Subsequent Land Use Regulations" means any discretionary Land Use Regulations adopted and effective after the Effective Date of this Agreement.

1.1.29 "Water Availability Equivalent (WAE)" means a designated portion of the total Net MDD made available through the construction of each Phase described in the Water Phasing Plan of the Construction Agreement. The number of Water Availability Equivalents (of portions thereof) required for the approval of the Development Plan shall be based upon water demand factors and assumptions listed in the Construction Agreement and shown in Exhibit "I-2".

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit "A" — Legal Description of the Property.

Exhibit "B" — Map showing Property and its location.

Exhibit "C" — Existing Development Approvals.

Exhibit "D" — Existing Land Use Regulations.

Exhibit "E" — Description of Required Improvements

Exhibit "F" — Depiction of Infrastructure Improvements

Exhibit "G" – Form of Certificate of Net MDD to be issued by CITY

Exhibit “H” – Form of Certificate of DIF Credit to be issued by CITY

Exhibit “I-1” – Ontario Ranch Water Supply Phasing Plan

Exhibit “I-2” – Water Demand Equivalents by Land Use

Exhibit “J” - Form of Disclosure letter

2. GENERAL PROVISIONS.

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

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

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

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

(b) OWNER is not then in uncured default of this Agreement.

2.4 Assignment.

2.4.1 Right to Assign. OWNER shall have the right to sell, transfer or assign the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, et seq.), to any person, partnership, limited liability company, joint venture, firm or corporation at any time during the term of this Agreement; provided, however, that any such sale, transfer or assignment shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement with respect to the portion of the Property sold and be made in strict compliance with the following:

(a) No sale, transfer or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer or assignment of all or a part of the Property. OWNER may be required to provide disclosure that the Property is within the South Archibald Trichloroethylene (TCE) Plume (Exhibit “J”). OWNER may wish to

provide the attached Disclosure Letter (Exhibit I) as part of the Real Estate Transfer Disclosure requirements under California Civil Code Section 1102 et seq.

(b) Concurrent with any such sale, transfer or assignment, or within fifteen (15) business days thereafter, OWNER shall notify CITY's City Manager, in writing, of such sale, transfer or assignment and shall provide CITY with: (1) an executed agreement, in a form reasonably acceptable to CITY, by the purchaser, transferee or assignee and providing therein that the purchaser, transferee or assignee expressly and unconditionally assumes all the duties and obligations of OWNER under this Agreement with respect to the portion of the Property so sold, transferred or assigned.

(c) Any sale, transfer or assignment not made in strict compliance with the foregoing conditions shall constitute a default by OWNER under this Agreement. Notwithstanding the failure of any purchaser, transferee or assignee to execute the agreement required by Paragraph (b) of this Subsection 2.4.1, the burdens of this Agreement shall be binding upon such purchaser, transferee or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee or assignee until and unless such agreement is executed. The City Manager shall have the authority to review, consider and either approve, conditionally approve, or deny any proposed sale, transfer or assignment that is not made in compliance with this section 2.4.

2.4.2 Release of Transferring Owner. Notwithstanding any sale, transfer or assignment, a transferring OWNER shall continue to be obligated under this Agreement unless such transferring owner is given a release in writing by CITY, which release shall be provided by CITY upon the full satisfaction by such transferring owner of the following conditions:

(a) OWNER no longer has a legal or equitable interest in all or any part of the portion of the Property sold, transferred or assigned.

(b) OWNER is not then in default under this Agreement.

(c) OWNER has provided CITY with the notice and executed an agreement as required under Paragraph (b) of Subsection 2.4.1 above. .

(d) The purchaser, transferee or assignee provides CITY with security equivalent to any security previously provided by OWNER (if any) to secure performance of its obligations hereunder which are to be performed upon portion of the Property sold, transferred or assigned .

2.4.3 Effect of Assignment and Release of Obligations. In the event of a sale, transfer or assignment pursuant to the provisions of Section 2.4.2 above:

(a) The assignee shall be liable for the performance of all obligations of OWNER with respect to transferred property, but shall have no obligations with respect to the portions of the Property, if any, not transferred (the "Retained Property").

(b) The owner of the Retained Property shall be liable for the performance of all obligations of OWNER with respect to Retained Property, but shall have no further obligations with respect to the transferred property.

(c) The assignee's exercise, use and enjoyment of the Property or portion thereof shall be subject to the terms of this Agreement to the same extent as if the assignee were the OWNER.

2.4.4 Subsequent Assignment. Any subsequent sale, transfer or assignment after an initial sale, transfer or assignment shall be made only in accordance with and subject to the terms and conditions of this Section 2.4.

2.4.5 Termination of Agreement With Respect to Individual Lots Upon Sale to Public and Completion of Construction. The provisions of Subsection 2.4.1 shall not apply to the sale or lease (for a period longer than one year) of any parcel which has been finally subdivided and is individually (and not in "bulk") sold or leased to a member of the public or other ultimate user of the parcel. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate with respect to any lot and such lot shall be released and no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of both of the following conditions:

(a) The lot has been finally subdivided and individually (and not in "bulk") sold or leased (for a period longer than one year) to a member of the public or other ultimate user; and,

(b) A certificate of occupancy has been issued for a building on the parcel, and the fees set forth under Section 4 of this Agreement have been paid.

2.5 Amendment or Cancellation of Agreement. This Agreement may be amended or cancelled in whole or in part only in the manner provided for in Government Code Section 65868.1. Any amendment of this Agreement, which amendment has been requested by OWNER, shall be considered by the CITY only upon the payment of the applicable processing charge. This provision shall not limit any remedy of CITY or OWNER as provided by this Agreement. Either Party or successor in interest, may propose an amendment to or cancellation, in whole or in part, of this Agreement. Any amendment or cancellation shall be by mutual consent of the parties or their successors in interest except as provided otherwise in this Agreement or in Government Code Section 65865.1. For purposes of this section, the term "successor in interest" shall mean any person having a legal or equitable interest in the whole of the Property, or any portion thereof as to which such person wishes to amend or cancel this Agreement. The procedure for proposing and adopting an amendment to, or cancellation of, in whole or in part, this Agreement shall be the same as the procedure for adopting and entering into this Agreement in the first instance. Notwithstanding the foregoing sentence, if the CITY initiates the proposed amendment to, or cancellation of, in whole or in part, this Agreement, CITY shall first give notice to the OWNER of its intention to initiate such proceedings at least sixty (60) days in advance of the giving the public notice of intention to consider the amendment or cancellation.

2.6 Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

(a) Expiration of the stated term of this Agreement as set forth in Section 2.3.

(b) Entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Agreement.

(c) The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement.

(d) Completion of the Project in accordance with the terms of this Agreement including issuance of all required occupancy permits and acceptance by CITY or applicable public agency of all required dedications.

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement which has occurred prior to such termination or with respect to any obligations which are specifically set forth as surviving this Agreement. Upon such termination, any public facilities and services mitigation fees paid pursuant to Section 4.2 of this Agreement by OWNER to CITY on which construction has not yet begun shall be refunded to OWNER by CITY within ten (10) business days.

2.7 Notices.

(a) As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder.

(b) All notices shall be in writing and shall be considered given either: (i) when delivered in person, including, without limitation, by courier, to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below. All notices shall be addressed as follows:

If to CITY:
Scott Ochoa, City Manager
City of Ontario
303 East "B" Street
Ontario, CA 91764

If to OWNER:
Remington APG LLC
100 Bayview Circle #310
Newport Beach, CA 92660
Attn: Clark Neuhoff

with a copy to:	**With a copy to**:
Ruben Duran, City Attorney	John A. Ramirez
Best Best & Krieger, LLP	Rutan & Tucker, LLP
2855 E Guasti Road	18575 Jamboree Road, 9th Floor
Ontario, CA 91761	Irvine CA, 92612

(c) Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop. Subject to the terms of this Agreement including the Reservations of Authority in Section 3.4, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the Development Plan. The Project shall remain subject to all Subsequent Development Approvals required to complete the Project as contemplated by the Development Plan. Except as otherwise provided in this Agreement, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Development Plan.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservations of Authority in Section 3.4, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Existing Land Use Regulations. In connection with any Subsequent Development Approval, CITY shall exercise discretion in accordance with the same manner as it exercises its discretion under its police powers, including the Reservations of Authority set forth herein; provided however, that such discretion shall not prevent development of the Property for the uses and to the density or intensity of development set forth in this Agreement.

3.3 Timing of Development. The parties acknowledge that OWNER cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Cal. 3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that OWNER shall have the right to develop the Property in such order and at such rate and at such times as OWNER deems appropriate within the exercise of its subjective business judgment.

3.3.1 Infrastructure Improvement Exhibit. Attached hereto as Exhibit "F" are a description of the Infrastructure Improvements needed for the development of the Property ("the Infrastructure Improvement Exhibits").

3.4 Reservations of Authority.

3.4.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the CITY shall not be prevented from applying new rules, regulations and policies upon the OWNER, nor shall a development agreement prevent the CITY from denying or conditionally approving any subsequent development project application on the basis of such new rules, regulations and policies where the new rules, regulations and policies consist of the following:

(a) Processing fees by CITY to cover costs of processing applications for development approvals or for monitoring compliance with any development approvals;

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records and any other matter of procedure;

(c) Regulations, policies and rules governing engineering and construction standards and specifications applicable to public and private improvements, including all uniform codes adopted by the CITY and any local amendments to those codes adopted by the CITY; provided however that, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the standards and specifications that are expressly identified in the Specific Plan and the building codes in effect as of the Effective Date;

(d) Regulations that may conflict with this Agreement and the Development Plan but that are reasonably necessary to protect the occupants of the Project and/or of the immediate community from a condition perilous to their health or safety;

(e) Regulations that do not conflict with those rules, regulations and policies set forth in this Agreement or the Development Plan and which do not impose additional obligations, costs, and expenses on Owner or the Project;

(f) Regulations that may conflict but to which the OWNER consents.

3.4.2 Subsequent Development Approvals. This Agreement shall not prevent CITY, in acting on Subsequent Development Approvals, from applying Subsequent Land Use Regulations that do not conflict with the Development Plan and/or the Existing Development Approvals, nor shall this Agreement prevent CITY from denying or conditionally approving any Subsequent Development Approval on the basis of the Existing Land Use Regulations or any Subsequent Land Use Regulation not in conflict with the Development Plan and/or the Existing Development Approvals.

3.4.3 Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such

provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations, provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce. In the event OWNER alleges that such State or Federal laws or regulations preclude or prevent compliance with one or more provisions of this Agreement, and the CITY does not agree, the OWNER may, at its sole cost and expense, seek declaratory relief (or other similar non-monetary remedies); provided however, that nothing contained in this Section 3.6.3 shall impose on CITY any monetary liability for contesting such declaratory relief (or other similar non-monetary relief).

3.4.4 Intent.

3.5 Public Works; Utilities. If OWNER is required by this Agreement or a condition of project approval to construct any public works facilities which will be dedicated to CITY or any other public agency upon completion, and if required by applicable laws to do so, OWNER shall perform such work in the same manner as would be applicable to CITY or such other public agency should it have undertaken such construction. As a condition of development approval, OWNER shall connect the Project to all utilities necessary to provide adequate water, recycled water, sewer, gas, electric, and other utility service to the Project. As a further condition of development approval, OWNER shall to the extent possible contract with the CITY for CITY-owned or operated utilities for this purpose, for such price and on such terms as may be available to similarly situated customers in the CITY.

3.5.1 OWNER agrees that development of the Project shall require the construction of storm drain Improvements from the Property to the connection with the Cucamonga Creek Channel as described in Exhibit E and depicted in Exhibit F. OWNER shall be responsible for the construction of the necessary extension of storm drain facilities, as described in Exhibit E and depicted in Exhibit F. OWNER and CITY agree that CITY may issue grading, building permits and other required permits for OWNER to initiate construction of structures for the Property according to plans approved by CITY and OWNER agrees that OWNER shall not request and CITY shall not issue a final occupancy permit for any buildings prior to completion of the storm drain Improvements described in Exhibit E and depicted in Exhibit F. CITY agrees that OWNER may request that CITY issue temporary certificates of occupancy on a building-by-building basis prior to completion of the storm drain improvements and City shall in its sole discretion issue such requests for temporary certificates of occupancy upon request by Owner.

3.5.2 OWNER agrees that development of the Project shall require the construction of street improvements as described in Exhibits E and depicted in Exhibit F. OWNER and CITY agree that CITY may issue grading, building permits and other required permits for OWNER to initiate construction of structures for the Property according to plans approved by CITY and OWNER agrees that OWNER shall not request and CITY shall not issue a final occupancy permit for any buildings on the Property prior to Substantial Completion of the street Improvements as described in Exhibits E and

depicted in Exhibit F. For purposes of the foregoing, street improvements shall be deemed Substantially Complete even if the final lift of pavement has not been completed (i.e., Owner may install the final lift after completion of all other construction). CITY agrees that OWNER may request that CITY issue temporary certificates of occupancy on a building-by-building basis prior to completion and subject to final acceptance by CITY of the street improvements and City shall in its sole discretion issue such requests for temporary certificates of occupancy upon request by Owner. OWNER agrees that the street improvements shall be completed and subject to final acceptance by CITY prior to the release of any security for the construction of the street improvements.

3.5.3 OWNER agrees that development of the Property shall require the extension of water and recycled water utility Improvements as described in Exhibit E and depicted Exhibit F. OWNER and CITY agree that CITY may issue grading, building and other required permits for OWNER to initiate construction of structures for the Property according to plans approved by CITY upon completion of sufficient water and recycled water improvements to serve the Property from at least one point of connection and OWNER agrees that OWNER shall not request and CITY shall not issue a final occupancy permit for any buildings on the Property until the completion of the water and recycled water improvements described in Exhibit E and depicted Exhibit F. City agrees that OWNER may request that CITY issue temporary certificates of occupancy on a building-by-building basis prior to completion of the water and recycled water improvements if there is available permanent water and recycled water service from a minimum of one point of connection and sufficient water is available for fire protection purposes for any buildings while under construction. Provided there is sufficient water as described in the previous sentence, City shall in its sole discretion issue such requests for temporary certificates of occupancy upon request by Owner

3.5.4 OWNER agrees that development of the Property shall require the construction of sewer Improvements as described in Exhibit E and depicted in Exhibit F. OWNER and CITY agree that CITY may issue grading, building permits and other required permits for OWNER to initiate construction of structures for the Property according to plans approved by CITY and OWNER agrees that OWNER shall not request and CITY shall not issue a final occupancy permit for any buildings prior to completion of the sewer improvements described in Exhibit E and depicted in Exhibit F. CITY agrees that OWNER may request that CITY issue temporary certificates of occupancy on a building-by-building basis prior to the completion of the sewer improvements described in Exhibit E and depicted in Exhibit F and City shall in its sole discretion issue such requests for temporary certificates of occupancy upon request by Owner.

3.5.5 OWNER agrees that development of the Property shall require the construction of fiber optic communications infrastructure, at OWNER's sole cost and expense, as described in the attached Exhibit E and depicted in Exhibit F consisting generally of the construction of fiber optic communications infrastructure to serve the Property. OWNER and CITY agree that CITY may issue grading, building and other required permits for OWNER to initiate construction of structures for the Property according to plans approved by CITY and OWNER agrees that OWNER shall not request and CITY shall not issue a final occupancy permit for any buildings prior to completion of

the fiber optic communications infrastructure, as described in Exhibit E and depicted in Exhibit F. CITY agrees that OWNER may request that CITY issue temporary certificates of occupancy on a building-by-building basis prior to the completion of the fiber optic communications infrastructure, as described in Exhibit E and depicted in Exhibit F and City shall in its sole discretion issue such requests for temporary certificates of occupancy upon request by Owner.

3.6 Acquisition of Offsite Provision of Real Property Interests. In any instance where OWNER is required by any Development Approval or Land Use Regulation and the Construction Agreement to construct any public improvement on land not owned by OWNER ("Offsite Improvements"), the CITY and OWNER shall cooperate in acquiring the necessary legal interest ("Offsite Property") in accordance with the procedures set forth in Section 2.4 of the Construction Agreement. This section 3.6 is not intended by the parties to impose upon the OWNER an enforceable duty to acquire land or construct any public improvements on land not owned by OWNER, except to the extent that the OWNER elects to proceed with the development of the Project, and then only in accordance with valid conditions imposed by the CITY upon the development of the Project under the Subdivision Map Act or other legal authority.

3.6.1 CITY Acquisition of Non-Construction Agreement Offsite Property. In the event OWNER is required to construct any public improvements on land not owned by OWNER, but such requirement is not based upon the Construction Agreement, Sections 3.6.1 and 3.6.2 shall control the acquisition of the necessary property interest(s) ("Non-Construction Agreement Offsite Property"). If the OWNER is unable to acquire such Non-Construction Agreement Offsite Property, and following the written request from the OWNER to CITY, CITY agrees to use reasonable and diligent good faith efforts to acquire the Non-Construction Agreement Offsite Property from the owner or owners of record by negotiation to the extent permitted by law and consistent with this Agreement. If CITY is unable to acquire the Non-Construction Agreement Offsite Property by negotiation within thirty (30) days after OWNER'S written request, CITY shall, initiate proceedings utilizing its power of eminent domain to acquire that Non-Construction Agreement Subject Property at a public hearing noticed and conducted in accordance with California Code of Civil Procedure Section 1245.235 for the purpose of considering the adoption of a resolution of necessity concerning the Non-Construction Agreement Offsite Property, subject to the conditions set forth in this Section 3.6.1 The CITY and OWNER acknowledge that the timelines set forth in this Section 3.6.1 represent the maximum time periods which CITY and OWNER reasonably believe will be necessary to complete the acquisition of any Non-Construction Agreement Offsite Property. CITY agrees to use reasonable good faith efforts to complete the actions described within lesser time periods, to the extent that it is reasonably able to do so, consistent with the legal constraints imposed upon CITY.

3.6.2 Owner's Option to Terminate Proceedings. CITY shall provide written notice to OWNER no later than fifteen (15) days prior to making an offer to the owner of the Non-Construction Agreement Offsite Property. At any time within that fifteen (15) day period, OWNER may, at its option, notify CITY that it wants CITY to cease all acquisition proceedings with respect to that Non-Construction Agreement Offsite Property,

whereupon CITY shall cease such proceedings. CITY shall provide written notice to OWNER no later than fifteen (15) days prior to the date of the hearing on CITY'S intent to consider the adoption of a resolution of necessity as to any Non-Construction Agreement Offsite Property. At any time within that fifteen (15) day period, OWNER may, at its option, notify CITY that it wants CITY to cease condemnation proceedings, whereupon CITY shall cease such proceedings. If OWNER does not notify CITY to cease condemnation proceedings within said fifteen (15) day period, then the CITY may proceed to consider and act upon the Non-Construction Agreement Offsite Property resolution of necessity. If CITY adopts such resolution of necessity, then CITY shall diligently institute condemnation proceedings and file a complaint in condemnation and seek an order of immediate possession with respect to the Non-Construction Agreement Offsite Property.

3.7 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of CITY possess authority to regulate aspects of the development of the Property separately from or jointly with CITY and this Agreement does not limit the authority of such other public agencies. CITY agrees to cooperate fully, at no cost to CITY, with OWNER in obtaining any required permits or compliance with the regulations of other public agencies provided such cooperation is not in conflict with any laws, regulations or policies of the CITY.

3.8 Tentative Parcel Maps; Extension. With respect to applications by OWNER for tentative parcel maps for portions of the Property, CITY agrees that OWNER may file and process tentative maps in accordance with Chapter 4.5 (commencing with Section 66498.1) of Division 2 of Title 7 of the California Government Code and the applicable provisions of CITY's subdivision ordinance, as the same may be amended from time to time. In accordance with the provisions of Section 66452.6 of the Government Code, each tentative subdivision map or tentative parcel map, heretofore or hereafter approved in connection with development of the Property, shall be deemed to have been granted an extension of time to and until the date that is five (5) years following the Effective Date of this Agreement. The CITY's City Council may, in its discretion, extend any such map for an additional period of up to five (5) years beyond its original term, so long as the subdivider files a written request for an extension with the City prior to the expiration of the initial five (5) year term.

4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Property will result in substantial public needs that will not be fully met by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on OWNER that should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on OWNER by providing more fully for the satisfaction of the public needs resulting from the Project.

4.2 Development Impact Fees.

4.2.1 Amount of Development Impact Fee. Development Impact Fees (DIF) shall be paid by OWNER. The Development Impact Fee amounts to be paid by OWNER shall be the amounts that are in effect at the time such amounts are due. Nothing contained in this Agreement shall affect the ability of the CITY to impose new Development Impact Fees or amend the amounts of existing Development Impact Fees. Additionally, nothing contained in this Agreement shall affect the ability of other public agencies that are not controlled by CITY to impose and amend, from time to time, Development Impact Fees established or imposed by such other public agencies, even though such Development Impact Fees may be collected by CITY.

4.2.2 Time of Payment. The Development Impact Fees required pursuant to Subsection 4.2.1 shall be paid to CITY prior to the issuance of building permit for each applicable building (subject to the application/use of available fee deferrals or credits), except for the Open Space and Habitat Acquisition Development Impact fee, which shall be paid by OWNER to CITY prior to the issuance of a grading permit

4.3 Responsibility for Construction of Public Improvements.

4.3.1 Timely Construction of Public Infrastructure. The phasing of the area wide infrastructure construction within the Ontario Ranch area shall be as approved by the CITY. OWNER shall be responsible for the timely construction and completion of all public infrastructure required for the Project as shown on the attached Exhibit "F" and any and all Development Plan conditions. Unless otherwise specified in the Development Plan conditions, and subject to the provisions of Section 3.5 and 3.6, all other required Improvements for each Development Plan, shall be completed and operational prior to, and as a condition precedent to, OWNER requesting and CITY's granting of a final occupancy permit for any buildings to be constructed on the Property. All Infrastructure and Improvements shall be completed as required by the Subdivision Agreement and/or Development Plan conditions for Development Plan (File No. PDEV21-024).

4.3.2 Availability and Use of Recycled Water. OWNER agrees that recycled water shall be available and utilized by OWNER for all construction-related water uses including prior to, and during, any grading of the Property.

4.3.3 Construction of DIF Program Infrastructure To the extent OWNER is required to construct and completes construction of public improvements that are included in CITY's Development Impact Fee Program. CITY agrees that CITY shall issue DIF Credit in accordance with the provisions of a separate Fee Credit Agreement between CITY and OWNER. Limitations on the use of DIF Credit issued to OWNER to offset OWNER's DIF payment obligations shall also be subject to the provisions of a separate Fee Credit Agreement. CITY and OWNER agree that the Fee Credit Agreement between CITY and OWNER shall comply with CITY's adopted policies applicable to such agreements.

4.4 Public Services Funding Fee.

4.4.1 Requirement for Payment of Public Services Funding Fee. In order to ensure that the adequate provision of public services, including without limitation, police, fire and other public safety services, are available to each Project in a timely manner, OWNER shall pay to CITY a "Public Services Funding Fee." The Public Services Funding Fee shall apply to residential and non-residential uses as set forth below.

4.4.2 Public Services Funding Fee Amount. OWNER shall pay a Public Services Funding fee in a single installment payment in the amount of Seventy Cents ($.70) per square foot of each non-residential building. The single installment for non-residential uses shall be due and payable on a building-by-building basis prior to the issuance of the building permit for a non-residential building. The amount of the Single Installment for non-residential uses shall automatically increase by percentage increase (but no decrease) in the Consumer Price Index (Riverside-San Bernardino-Ontario, CA), (December 2017=100) over the preceding year on January 1st of each year, beginning on January 1, 2023. OWNER may exercise the option to pay any single installment amounts for the remainder of the non-residential square footage within the Project on or before December 31st, before the Single Installment amount is automatically increased

4.5 Net MDD/Water Availability Equivalents.

4.5.1 Effectiveness of Agreement. Notwithstanding anything else set forth in this Agreement, CITY and OWNER each acknowledge, confirm, and agree, that (i) the City approval of this Agreement and (ii) the effectiveness of this Agreement, in each case, is conditioned upon OWNER's admission to NMC Builders as a "Member" thereof pursuant to the terms and conditions of the operating agreement of NMC Builders. OWNER and CITY agree that OWNER shall become a Member of NMC Builders within 30 days of the effective date of this Agreement.

4.5.2 Assigned Net MDD/Water Availability Equivalents. OWNER acknowledges that the City has agreed with NMC Builders to reserve exclusively for Members of NMC Builders, including OWNER, Net MDD made available through the construction of water system improvements funded by NMC Builders and/or OWNER. OWNER acknowledges that the provisions of the Construction Agreement Amendment require that the City shall not issue building permits or certificates of occupancy for the area of development within the New Model Colony served by the water system improvements funded by NMC Builders, except to the bearer of a Certificate of Net MDD Water Availability.

4.5.3 Requirement for NMC Builders LLC Membership as a Phase 2 Water Member. OWNER and CITY agree that OWNER's' payment to CITY required by Section 4.5.3 below represents OWNER's contribution to the funding required for the future construction of the Phase 2 Water Improvements and the availability of additional Net MDD Water Availability required for the development of the Property described in Exhibit A of this Agreement.

4.5.4 CITY issuance of Water Availability Equivalents. Within 30 days after the effectiveness of this Development Agreement OWNER shall pay or have paid to City the applicable Phase 2 Water Participation Fee. The Phase 2 Water Participation Fee shall be the calculated based on the amount of the Regional Water DIF for the applicable land use category and the square footage of the applicable buildings. The calculated amount of the Phase 2 Water Participation Fee shall be paid to City within 30 days after the effective date of this Agreement or, at OWNER's option, the Phase 2 Water Participation Fee may be paid to City in two (2) installments. The first installment shall be fifty percent (50%) of the total Phase 2 Water Participation Fee and such first installment shall be due and payable to City within 30 days after the effective date of this Development Agreement. The second installment shall be the remaining amount of the Phase 2 Water Participation Fee and such second installment shall be due and payable to City within one (1) year after the payment of the first installment, or prior to, and as a condition precedent to, the OWNER's request for occupancy for any building on the Property, whichever occurs first. Upon OWNER's complete payment to CITY of the Phase 2 Water Participation Fee CITY shall issue a Certificate of Water Availability Equivalents in the form attached hereto as Exhibit G. Such Water Availability Equivalents Certificate shall be issued by CITY within thirty (30) days of the receipt of such required payment. CITY and OWNER agree that the amount of Water Availability Equivalents issued to OWNER shall be based on the maximum projected need for Water Availability Equivalents required for the Property based upon water demand factors and assumptions listed in Exhibit C-2R of the Phase 2 Water Amendment to the Construction Agreement "Water Demand Equivalents by Land Use" for each land use category. Additionally, within five (5) business days of CITY's receipt of OWNER's payment as required under this Section 4.5.2, CITY shall issue a certificate of DIF Credit against OWNER's DIF obligations in the Regional Water DIF Category.

4.6 Requirement for other Water System Improvements. A Certificate of Net MDD Availability is evidence only of available water capacity and does not satisfy any other conditions applicable to OWNER's Project, including those relating to design and construction of master-planned potable water and recycled water transmission and distribution system for the respective pressure zone and other public infrastructure requirements.

4.7 Compliance with Public Benefits Requirements.

4.7.1 Failure to Provide Public Benefits. In the event OWNER fails or refuses to comply with any condition referenced in Section 4.1 through 4.6, or challenges (whether administratively or through legal proceedings) the imposition of such conditions, OWNER shall be deemed in default of this Agreement pursuant to Section 8 hereof, thereby entitling the City to any and all remedies available to it, including, without limitation, the right of the City to withhold OWNER's Project-related building permits, certificates of occupancy, or discretionary approvals, without liability. Nothing herein shall waive Owner's right to assert a default (or failure to perform) by the City has excused Owner's performance under this Agreement.

5. FINANCING OF PUBLIC IMPROVEMENTS.

5.1 Financing Mechanism(s). OWNER agrees that prior to the request for a building permit of any building on the Property, the property subject to such Development Plan or any future Development Plan(s) shall be included in a CFD to finance City services through annual special taxes that will initially be Twenty-Nine ($0.29) per square foot for non-residential buildings. These amounts shall be subject to an automatic increase at a rate not to exceed four (4%) percent per year unless otherwise modified by the City. Depending on the fiscal year that the CFD is formed and the CFD tax is levied, the annual special taxes may be higher. CITY shall be the sole and exclusive lead agency in the formation of any CFD, assessment district or other public financing mechanism within the Property; provided however, that the proceeds of any such CFD, assessment district, or financing mechanism may be used, subject to restrictions that may be imposed by applicable law, for the purposes of acquiring, constructing or maintaining public facilities to be owned or operated by other public agencies, including, without limitation those facilities owned or operated by a school district. In addition to the rights of the CITY pursuant to section 5.1 hereof, CITY shall have the right, but not the obligation, to condition the formation of any CFD, assessment district or other public financing mechanism within the Property on the OWNER mitigating all Project-related impacts to the applicable school district(s) as required by such school district(s). Written evidence by such school district(s) may be required by the CITY as the condition to the formation of any CFD, assessment district or other public financing mechanism within the Property, or any steps preliminary thereto, including, without limitation, the adoption of any resolution of intention to form such CFD, assessment district or other public financing mechanism within the Property. It is not the intent of the parties hereto, by this provision, to prohibit or otherwise limit the City's ability to take any and all necessary steps requisite to the formation of the CFD to finance City services through annual special taxes as set forth in this Section 5.1. Formation of any CFD, assessment district or other public financing mechanism within the Property, shall be subject to CITY's ability to make all findings required by applicable law and complying with all applicable legal procedures and requirements including, without limitation, CITY's public financing district policies as such policies may be amended from time to time. Notwithstanding the foregoing, it is acknowledged and agreed by the parties that nothing contained in this Agreement shall be construed as requiring CITY or the City Council to form any such district.

6. REVIEW FOR COMPLIANCE.

6.1 Periodic and Special Reviews.

6.1.1 Time for and Initiation of Periodic Review. The CITY shall review this Agreement every twelve (12) months from the Effective Date in order to ascertain the good faith compliance by the OWNER with the terms of this Agreement. The OWNER shall submit an Annual Monitoring Report to CITY, in a form acceptable to the City Manager, along with any applicable processing charge within ten (10) days after each anniversary date of the Effective Date of this Agreement. Within fifteen (15) days after the receipt of the Annual Monitoring Report, CITY shall review the Annual Monitoring Report. Prior to the expiration of the fifteen (15) day review period, CITY shall either issue a notice of continuing compliance or a notice of non-compliance and a notice of CITY's

intent to conduct a Special Review pursuant to Sections 6.1.2 through 6.1.6. Issuance of a notice of continuing compliance may be issued by the City Manager or his designee.

6.1.2 Initiation of Special Review. A special review may be called either by agreement between the parties or by initiation in one or more of the following ways:

(a) Recommendation of the Planning staff;

(b) Affirmative vote of at least four (4) members of the Planning Commission; or

(c) Affirmative vote of at least three (3) members of the City Council.

6.1.3 Notice of Special Review. The City Manager shall begin the special review proceeding by giving notice that the CITY intends to undertake a special review of this Agreement to the OWNER. Such notice shall be given at least ten (10) days in advance of the time at which the matter will be considered by the Planning Commission.

6.1.4 Public Hearing. The Planning Commission shall conduct a hearing at which the OWNER must demonstrate good faith compliance with the terms of this Agreement. The burden of proof on this issue is upon the OWNER.

6.1.5 Findings Upon Public Hearing. The Planning Commission shall determine upon the basis of substantial evidence whether or not the OWNER has, for the period under review, complied in good faith with the terms and conditions of this Agreement.

6.1.6 Procedure Upon Findings.

(a) If the Planning Commission finds and determines on the basis of substantial evidence that the OWNER has complied in good faith with the terms and conditions of this Agreement during the period under review, the review for that period is concluded.

(b) If the Planning Commission finds and determines on the basis of substantial evidence that the OWNER has not complied in good faith with the terms and conditions of this Agreement during the period under review, the Planning Commission may recommend to the City Council to modify or terminate this Agreement.

(c) The OWNER may appeal a determination pursuant to paragraph (b) to the City Council in accordance with the CITY's rule for consideration of appeals in zoning matters generally.

6.2 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.1.6(b), the CITY determines to proceed with modification or termination of this Agreement, the CITY shall give notice to the property OWNER of its intention so to do. The notice shall contain:

(a) The time and place of the hearing;

(b) A statement as to whether or not the CITY proposes to terminate or to modify this Agreement; and

(c) Other information that the CITY considers necessary to inform the OWNER of the nature of the proceeding.

6.3 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, the OWNER shall be given an opportunity to be heard. The OWNER shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on the OWNER. If the City Council finds, based upon substantial evidence in the administrative record, that the OWNER has not complied in good faith with the terms and conditions of the agreement, the City Council may terminate this Agreement or modify this Agreement and impose those conditions to the action it takes as it considers necessary to protect the interests of the CITY. The decision of the City Council shall be final, subject only to judicial review pursuant to Section 1094.5 of the Code of Civil Procedure.

6.4 Certificate of Agreement Compliance. If, at the conclusion of a Periodic or Special Review, OWNER is found to be in compliance with this Agreement, CITY shall, upon written request by OWNER, issue a Certificate of Agreement Compliance ("Certificate") to OWNER stating that after the most recent Periodic or Special Review and based upon the information known or made known to the Planning Director and City Council that (1) this Agreement remains in effect and (2) OWNER is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a Periodic or Special Review and shall state the anticipated date of commencement of the next Periodic Review. OWNER may record the Certificate with the County Recorder. Whether or not the Certificate is relied upon by assignees or other transferees or OWNER, CITY shall not be bound by a Certificate if a default existed at the time of the Periodic or Special Review, but was concealed from or otherwise not known to the Planning Director or City Council.

7. [OMITTED]

8. DEFAULT AND REMEDIES.

8.1 Remedies in General. It is acknowledged by the parties that CITY would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof. In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that CITY shall not be liable in damages to OWNER, or to any successor in interest of OWNER, or to any other person, and OWNER covenants not to sue for damages or claim any damages:

(a) For any breach of this Agreement or for any cause of action which arises out of this Agreement; or

(b) For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or

(c) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

8.2 Specific Performance. The parties acknowledge that money damages and remedies at law generally are inadequate and specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement and should be available to all parties for the following reasons:

(a) Money damages are unavailable against CITY as provided in Section 8.1 above.

(b) Due to the size, nature and scope of the project, it may not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, OWNER may be foreclosed from other choices it may have had to utilize the Property or portions thereof. OWNER has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate OWNER for such efforts.

8.3 Release. Except for nondamage remedies, including the remedy of specific performance and judicial review as provided for in Section 6.5, OWNER, for itself, its successors and assignees, hereby releases the CITY, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon the CITY because it entered into this Agreement or because of the terms of this Agreement.

8.4 Termination or Modification of Agreement for Default of OWNER. Subject to the provisions contained in Subsection 6.3 herein, CITY may terminate or modify this Agreement for any failure of OWNER to perform any material duty or obligation of OWNER under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default"); provided, however, CITY may terminate or modify this Agreement pursuant to this Section only after providing written notice to OWNER of default setting forth the nature of the default and the actions, if any, required by OWNER to cure such default and, where the default can be cured, OWNER has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default

within such 60 day period and to diligently proceed to complete such actions and cure such default.

8.5 Termination of Agreement for Default of CITY. OWNER may terminate this Agreement only in the event of a default by CITY in the performance of a material term of this Agreement and only after providing written notice to CITY of default setting forth the nature of the default and the actions, if any, required by CITY to cure such default and, where the default can be cured, CITY has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

9. THIRD PARTY LITIGATION.

9.1 General Plan Litigation. CITY has determined that this Agreement is consistent with its Comprehensive General Plan, as such General Plan exists as of the Effective Date ("General Plan"), and that the General Plan meets all requirements of law. OWNER has reviewed the General Plan and concurs with CITY's determination. CITY shall have no liability in damages under this Agreement for any failure of CITY to perform under this Agreement or the inability of OWNER to develop the Property as contemplated by the Development Plan of this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law.

9.2 Third Party Litigation Concerning Agreement. OWNER shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless CITY, its agents, officers and employees from any claim, action or proceeding against CITY, its agents, officers, or employees to attack, set aside, void, or annul the approval of this Agreement or the approval of any permit granted pursuant to this Agreement. CITY shall promptly notify OWNER of any such claim, action or proceeding, and CITY shall cooperate in the defense. If CITY fails to promptly notify OWNER of any such claim, action or proceeding, or if CITY fails to cooperate in the defense, OWNER shall not thereafter be responsible to defend, indemnify, or hold harmless CITY. CITY may in its discretion participate in the defense of any such claim, action or proceeding.

9.3 Indemnity. In addition to the provisions of 9.2 above, OWNER shall indemnify and hold CITY, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of OWNER, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (OWNER's employees included) or any other element of damage of any kind or nature, to the extent relating to or in any way connected with or arising from the activities contemplated hereunder, including, but not limited to, the study, design, engineering, construction, completion, failure and conveyance of the public improvements, save and except claims for damages arising through the sole active negligence or sole willful misconduct of CITY. OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents, employees and independent

contractors in any legal action based upon such alleged acts or omissions. CITY may in its discretion participate in the defense of any such legal action.

9.4 Environment Assurances. OWNER shall indemnify and hold CITY, its officers, agents, and employees free and harmless from any liability, to the extent based or asserted, upon any act or omission of OWNER, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property during OWNER'S period of ownership of the Property, including, but not limited to, soil and groundwater conditions caused by OWNER, and OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. CITY may in its discretion participate in the defense of any such action.

9.5 Reservation of Rights. With respect to Sections 9.2, 9.3 and 9.4 herein, CITY reserves the right to either (1) approve the attorney(s) which OWNER selects, hires or otherwise engages to defend CITY hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense, provided, however, that OWNER shall reimburse CITY forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

9.6 Survival. The provisions of this Sections 9.1 through 9.6, inclusive, shall survive the termination of this Agreement.

10. MORTGAGEE PROTECTION.

10.1 Mortgagee Protection. The parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at OWNER's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. CITY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with OWNER and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. CITY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee, has submitted a request in writing to the CITY in the manner specified herein for giving notices, shall be entitled to receive written notification

from CITY of any default by OWNER in the performance of OWNER's obligations under this Agreement.

(c) If CITY timely receives a request from a Mortgagee requesting a copy of any notice of default given to OWNER under the terms of this Agreement, CITY shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to OWNER. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of OWNER's obligations or other affirmative covenants of OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by OWNER is a condition precedent to the performance of a covenant by CITY, the performance thereof shall continue to be a condition precedent to CITY's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 2.4 of this Agreement

(e) In the event of a default by Owner, any Mortgagee shall have the right to remedy, or cause to be remedied, such default within sixty (60) days following the later to occur of (i) the date of Mortgagee's receipt of the notice referred to in Section 10.1(b) above, or (ii) the expiration of the period provided herein for Owner to remedy or cure such default, and City shall accept such performance by or at the insistence of the Mortgagee as if the same had been timely made by Owner; provided, however, that (i) if such default is not capable of being cured within the timeframes set forth in this Section and Mortgagee commences to cure the default within such timeframes, then Mortgagee shall have such additional time as is required to cure the default so long as Mortgagee diligently prosecutes the cure to completion and (ii) if possession of the Property (or portion thereof) is required to effectuate such cure or remedy, the Mortgagee shall be deemed to have timely cured or remedied if it commences the proceedings necessary to obtain possession thereof within sixty (60) days after receipt of the copy of the notice, diligently pursues such proceedings to completion, and, after obtaining possession, diligently completes such cure or remedy.

11. MISCELLANEOUS PROVISIONS.

11.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the San Bernardino County Recorder by the City Clerk within the ten (10) days after the CITY executes this Agreement, as required by Section 65868.5 of the Government Code. If the parties to this Agreement or their successors in interest amend or cancel this Agreement as provided for herein and in Government Code Section 65868, or if the CITY terminates or modifies the agreement as provided for herein and in Government Code Section 65865.1 for failure of the applicant to comply in good

faith with the terms or conditions of this Agreement, the City Clerk shall have notice of such action recorded with the San Bernardino County Recorder.

11.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

11.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Section 4 of this Agreement, including the payment of the fees set forth therein, are essential elements of this Agreement and CITY would not have entered into this Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

11.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

11.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

11.6 Singular and Plural. As used herein, the singular of any word includes the plural.

11.7 Joint and Several Obligations. Subject to Section 2.4, if at any time during the term of this Agreement the Property is owned, in whole or in part, by more than one owner, all obligations of such owners under this Agreement shall be joint and several, and the default of any such owner shall be the default of all such owners. Notwithstanding the foregoing, no owner of a single lot which has been finally subdivided and sold to such owner as a member of the general public or otherwise as an ultimate user shall have any obligation under this Agreement except as provided under Section 4 hereof.

11.8 Time of Essence. Time is of the essence in the performance of .the provisions of this Agreement as to which time is an element.

11.9 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right

to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

11.10 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

11.11 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, pandemics or governmental orders issues in connection therewith, supply chain delays in procuring construction and related materials, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control, (including the party's employment force), government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the party's control. If any such events shall occur, the term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the term of this Agreement shall not be extended under any circumstances for more than five (5) years.

11.12 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

11.13 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and, (c) is binding upon each party and each successor in interest during ownership of the Property or any portion thereof.

11.14 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

11.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of San Bernardino, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

11.16 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and

conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between CITY and OWNER is that of a government entity regulating the development of private property and the owner of such property.

11.17 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement. The City Manager may delegate his powers and duties under this Agreement to an Assistant City Manager or other management level employee of the CITY.

11.18 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by CITY of its power of eminent domain.

11.19 Agent for Service of Process. In the event OWNER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venturer resident of the State of California, or it is a foreign corporation, then in any such event, OWNER shall file with the Planning Director, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon OWNER. If for any reason service of such process upon such agent is not feasible, then in such event OWNER may be personally served with such process out of this County and such service shall constitute valid service upon OWNER. OWNER is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto.

11.20 Estoppel Certificate. Within thirty (30) business days following a written request by any of the parties, the other party shall execute and deliver to the requesting party a statement certifying that (i) either this Agreement is unmodified and in full force and effect or there have been specified (date and nature) modifications to the Agreement, but it remains in full force and effect as modified; and (ii) either there are no known current uncured defaults under this Agreement or that the responding party alleges that specified (date and nature) defaults exist. The statement shall also provide any other reasonable information requested. The failure to timely deliver this statement shall constitute a conclusive presumption that this Agreement is in full force and effect without modification except as may be represented by the requesting party and that there are no uncured defaults in the performance of the requesting party, except as may be represented by the requesting party. OWNER shall pay to CITY all costs incurred by CITY in connection with

the issuance of estoppel certificates requested by Owner under this Section 11.20 prior to CITY's issuance of such certificates.

11.21 Authority to Execute. The person or persons executing this Agreement on behalf of OWNER warrants and represents that he or she/they have the authority to execute this Agreement on behalf of his or her/their corporation, partnership or business entity and warrants and represents that he or she/they has/have the authority to bind OWNER to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

SIGNATURE PAGE
TO DEVELOPMENT AGREEMENT
FILE NO. PDA21-007

"OWNER"

REMINGTON APG LLC.,
a Delaware limited liability company

By: Alere Property Group LLC, a Delaware limited liability company, its sole member

By: _____
Name:
Its: _____
Date: _____

"CITY"

CITY OF ONTARIO

By:_____
Scott Ochoa
City Manager

Date: _____

ATTEST:

_____
City Clerk, Ontario

APPROVED AS TO FORM:
BEST BEST & KRIEGER, LLP

_____
City Attorney

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF _____)

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

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

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

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

WITNESS my hand and official seal.

Signature_____
Signature of Notary Public

Place Notary Seal Above

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF _____)

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

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

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

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

WITNESS my hand and official seal.

Signature_____
Signature of Notary Public

Place Notary Seal Above

EXHIBIT "A"
TO DEVELOPMENT AGREEMENT

Legal Description of Property

SHEET 1 OF 2

EXHIBIT "A"

LEGAL DESCRIPTION

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

PARCEL A:
A PORTION OF THAT PART OF GOVERNMENT LOT 8, SECTION 22, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, AS SHOWN ON THE PLAT RECORDED IN BOOK 3, PAGE 71 RECORDS OF SURVEY, RECORDS OF SAID COUNTY, DESCRIBED IN DOCUMENT RECORDED IN BOOK 1720, PAGE 136 OFFICIAL RECORDS OF SAID COUNTY, SAID PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF REMINGTON AVENUE (50 FEET WIDE) WITH A LINE THAT IS PARALLEL WITH AND DISTANT EASTERLY 110 FEET FROM THAT CERTAIN DESCRIBED CENTERLINE IN "PARCEL A" IN DOCUMENT RECORDED IN BOOK 9271, PAGE 394 OFFICIAL RECORDS OF SAID COUNTY, SAID INTERSECTION BEING DISTANT ALONG THE CENTERLINE OF REMINGTON AVENUE, SOUTH 88° 55' 14" EAST 1961.96 FEET FROM A 1-INCH SAN BERNARDINO COUNTY SURVEYOR'S MONUMENT MARKING THE INTERSECTION OF SAID CENTERLINE WITH THE CENTERLINE OF CARPENTER AVENUE (50 FEET WIDE); THENCE ALONG SAID PARALLEL LINE NORTH 12° 46' 21" EAST, 777.98 FEET TO THE EASTERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN SAID DOCUMENT RECORDED IN BOOK 1720, PAGE 136 OFFICIAL RECORDS; THENCE ALONG SAID EASTERLY LINE SOUTH 0° 47' 18" WEST (RECORDED SOUTH 0° 06' WEST), 761.85 FEET TO THE CENTERLINE OF SAID REMINGTON AVENUE; THENCE ALONG THE CENTERLINE OF REMINGTON AVENUE NORTH 88° 55' 14" WEST, 161.40 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEGINNING AT THE SAID INTERSECTION OF THE CENTERLINE OF SAID REMINGTON AVENUE WITH SAID PARALLEL LINE; THENCE ALONG SAID PARALLEL LINE NORTH 12° 46' 21" EAST, 125.73 FEET; THENCE SOUTH 26° 30' 15" EAST, 93.78 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT NORTHERLY 40.00 FEET FROM THE CENTERLINE OF SAID REMINGTON AVENUE; THENCE PARALLEL WITH THE CENTERLINE OF REMINGTON AVENUE, SOUTH 88° 55' 14" EAST, 69.18 FEET; THENCE NORTH 69° 37' 40" EAST, 24.79 FEET TO THE EASTERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN DOCUMENT RECORDED IN BOOK 1720, PAGE 136 OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID EASTERLY LINE SOUTH 0° 47' 18" WEST (RECORDED SOUTH 0° 06' WEST), 49.07 FEET TO THE CENTERLINE OF SAID REMINGTON AVENUE; THENCE ALONG SAID CENTERLINE NORTH 88° 55' 14" WEST, 161.40 FEET TO THE POINT OF BEGINNING.

PARCEL B:
THAT PORTION OF GOVERNMENT LOTS 5 AND 8, IN FRACTIONAL SECTION 22, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SAN BERNARDINO BASE AND MERIDIAN DESCRIBED IN DEED TO OSCAR K. IMBACK, ET. UX., RECORDED JUNE 10, 1944 IN BOOK 1683, PAGE 350 OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN BERNARDINO COUNTY AND THAT PORTION OF THE FRACTIONAL SOUTHEAST ONE-QUARTER OF SAID SECTION 22 AND THE FRACTIONAL NORTHEAST ONE-QUARTER OF SECTION 27 IN SAID TOWNSHIP 2 SOUTH, RANGE 7 WEST DESCRIBED IN DEED TO OSCAR IMBACH, ET. UX., RECORDED JANUARY 22, 1959 AS INSTRUMENT NO. 1959-5716 OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY, LYING WESTERLY OF A LINE PARALLEL WITH AND DISTANT EASTERLY, 230.00 FEET, MEASURED AT RIGHT ANGLES FROM THE FOLLOWING DESCRIBED SURVEYED REFERENCE LINE:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF THE FRACTIONAL SOUTHEAST ONE-QUARTER OF SAID SECTION 22, SAID POINT BEING SOUTH 88° 54' 26" EAST 959.04 FEET, MEASURED ALONG SAID NORTHERLY LINE FROM A FOUND SAN BERNARDINO COUNTY SURVEYOR'S NAIL AND FLASH SET AT THE CENTER ONE-QUARTER CORNER OF SAID SECTION 22, SAID POINT ALSO BEING NORTH 88° 54' 26" WEST 1672.94 FEET, MEASURED ALONG SAID NORTHERLY LINE FROM A FOUND SAN BERNARDINO COUNTY SURVEYOR'S MONUMENT SET AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 22; THENCE SOUTH 3° 23' 57" WEST 941.26 FEET; THENCE SOUTH 11° 03' 04" WEST 1444.72 FEET; THENCE SOUTH 8° 01' 16" WEST 3020.52 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID FRACTIONAL NORTHEAST ONE-QUARTER OF SECTION 27, SAID POINT BEING SOUTH 89° 21' 30" EAST 112.29 FEET, MEASURED ALONG SAID SOUTHERLY LINE FROM A FOUND 2 INCH IRON PIPE SET AT THE SOUTHWEST CORNER OF THE LAND SHOWN AS "PARCEL 2" ON THAT CERTAIN RECORD OF SURVEY RECORDED IN BOOK 34, PAGE 81 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, SAID POINT ALSO BEING NORTH 89° 21' 30" WEST 2414.61 FEET, MEASURED ALONG SAID SOUTHERLY LINE FROM A FOUND RIVERSIDE COUNTY SURVEYOR'S MONUMENT, IN WELL, SET AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 27.

EXHIBIT "A" CONTINUED
TO DEVELOPMENT AGREEMENT

Legal Description of Property

SHEET 2 OF 2

EXHIBIT "A"

LEGAL DESCRIPTION

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE LAND DESCRIBED IN DEED TO KENNETH EARLE IMBACH, ET AL., RECORDED JANUARY 13, 1960 AS INSTRUMENT NO. 1960–3050 OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY.

ALSO EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE LAND DESCRIBED IN DEED TO THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT RECORDED SEPTEMBER 22, 1944 IN BOOK 1711, PAGE 162 OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN BERNARDINO COUNTY.

ALSO EXCEPTING FROM THAT PORTION OF GOVERNMENT LOTS 5 AND 8, HEREINBEFORE DESCRIBED, AN UNDIVIDED ONE–HALF INTEREST IN THE OIL AND MINERAL RIGHTS ON, IN OR UNDER SAID LAND AS PROVIDED IN AGREEMENT BETWEEN HELEN CURRIE MORGAN, ET. AL., AND OSCAR IMBACH, ET. UX., RECORDED JUNE 10, 1944 IN BOOK 1684, PAGE 378 OFFICIAL RECORDS.

ALSO EXCEPTING THE REMAINING INTEREST IN THE OIL AND MINERAL RIGHTS ON, IN OR UNDER THE HEREINBEFORE DESCRIBED LAND, TOGETHER WITH THE RIGHT TO USE THAT PORTION ONLY OF SAID LAND WHICH UNDERLIES A PLANE PARALLEL TO AND FIVE HUNDRED (500) FEET BELOW THE PRESENT SURFACE OF SAID LAND, FOR THE PURPOSE OF PROSPECTING FOR, DEVELOPING AND/OR EXTRACTING SAID URANIUM, THORIUM, AND OTHER FISSIONABLE MATERIALS, OIL, GAS, PETROLEUM, ASPHALTUM, AND OTHER MINERAL OR HYDROCARBON SUBSTANCES FROM SAID LAND, IT BEING EXPRESSLY UNDERSTOOD AND AGREED THAT SAID GRANTORS, THEIR HEIRS AND ASSIGNS, SHALL HAVE NO RIGHT TO ENTER UPON THE SURFACE OF SAID LAND, OR TO USE SAID LAND OR ANY PORTION THEREOF TO SAID DEPTH OF FIVE HUNDRED (500) FEET, FOR ANY PURPOSE WHATSOEVER, AS RESERVED IN THE DEED FROM OSCAR IMBACH, ET. AL., RECORDED DECEMBER 20, 1974 IN BOOK 8581, PAGE 201 OFFICIAL RECORDS, AND RE–RECORDED MAY 5, 1975 IN BOOK 8671, PAGE 237 OFFICIAL RECORDS, RECORDS OF SAN BERNARDINO COUNTY AND RECORDED DECEMBER 20, 1974 AS INSTRUMENT NO. 1974–160889 OFFICIAL RECORDS AND RE–RECORDED MARCH 20, 1975 AS INSTRUMENT NO. 1975–31976 OFFICIAL RECORDS OF RIVERSIDE COUNTY.

APN: 0218–311–07–0–000, 0218–311–13–0–000 (FUTURE APN: 1073–151–12–0–000 AND 1073–151–15–0–000)

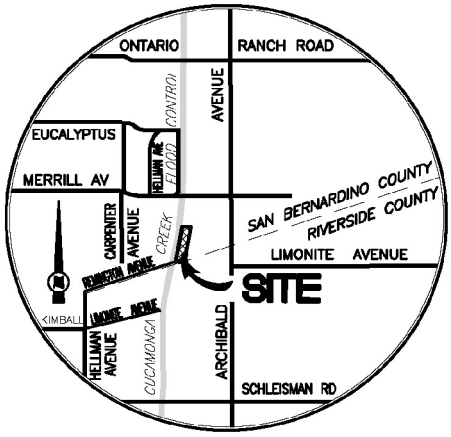
PARCEL C:
A NON–EXCLUSIVE EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS, EGRESS AND ACCESS AND FOR EMERGENCY PEDESTRIAN AND VEHICULAR INGRESS, EGRESS AND ACCESS AS DESCRIBED IN THAT CERTAIN ACCESS EASEMENT AGREEMENT RECORDED JULY 14, 2020 AS INSTRUMENT NO. 2020–0234093 OFFICIAL RECORDS.

EXHIBIT "B"
TO DEVELOPMENT AGREEMENT

Map showing Property and its location

EXHIBIT "B"
LEGAL DESCRIPTION

SHEET 1 OF 1



VICINITY MAP
NOT TO SCALE

EXHIBIT "C"
TO DEVELOPMENT AGREEMENT

Existing Development Approvals

On March 27, 2018 the Planning Commission:

a) Issued Resolution PC18-029 recommending City Council certification of the Colony Commerce Center East Specific Plan EIR (SCH#2017031048).

b) Issued Resolution PC18-030 recommending to City Council approval of the Colony Commerce Center East Specific Plan (File No. PSP16-003).

On April 17, 2018, the City Council:

a) Issued Resolution 2018-034 for the certification of the Colony Commerce Center East Specific Plan EIR (SCH#2017031048).

On May 1, 2018, the City Council:

a) Adopted Ordinance 3097 approving the Colony Commerce Center East Specific Plan (File No. PSP16-003).

EXHIBIT "D"
TO DEVELOPMENT AGREEMENT

Existing Land Use Regulations

These documents are listed for reference only:

1. Colony Commerce Center East Specific Plan (File No. PSP16-003), Ordinance No. 3097.

2. Colony Commerce Center East Specific Plan Environmental Impact Report (SCH #2017031048).

3. City of Ontario Municipal Code
   a. Six – Sanitation & Health
   b. Seven – Public Works
   c. Eight – Building Regulations
   d. Nine – Development Code
   e. Ten – Parks & Recreation

EXHIBIT "E"
TO DEVELOPMENT AGREEMENT

Description of required Infrastructure Improvements

OWNER shall design, construct, and complete including but not limited to the following Street, Sewer, Storm Drain, Potable Water, Recycled Water, and Fiber Optic improvements, prior to OWNER's request for any final certificate of occupancy permit for any building within the Property.

EXHIBIT "F"
TO DEVELOPMENT AGREEMENT

Required Infrastructure Improvements

(SEE ATTACHED)

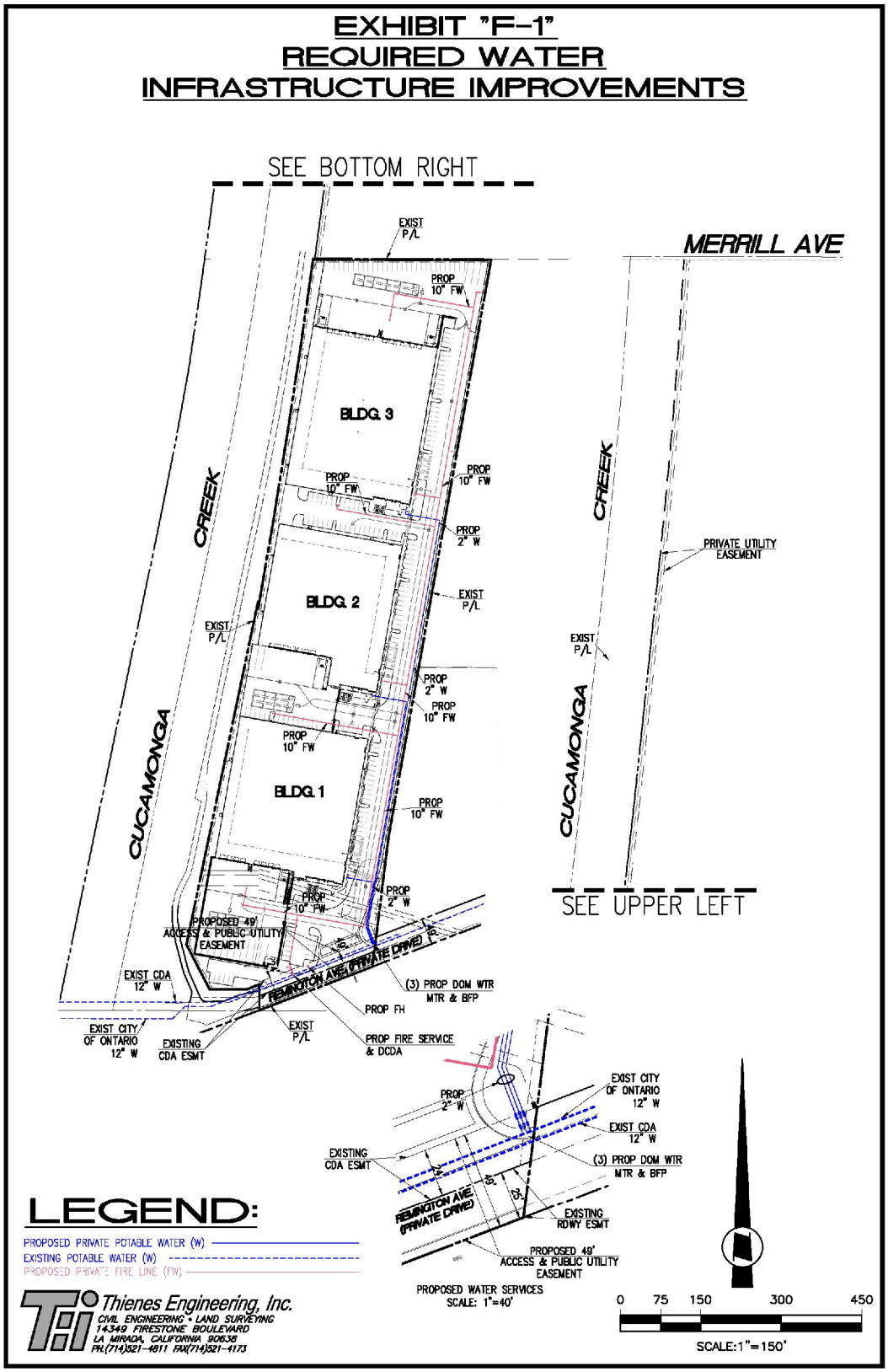
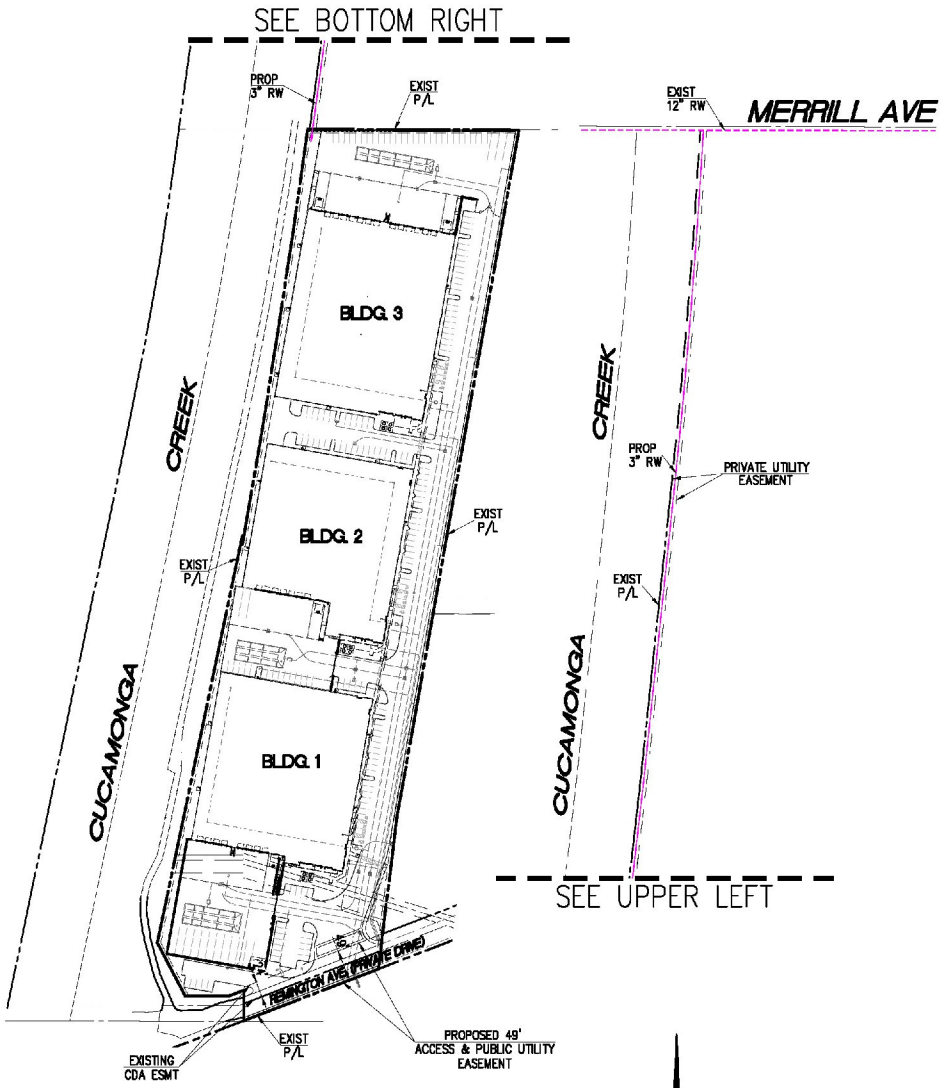

EXHIBIT "F-1"
REQUIRED WATER
INFRASTRUCTURE IMPROVEMENTS
SEE BOTTOM RIGHT
MERRILL AVE
CUCAMONGA CREEK
BLDG. 3
BLDG. 2
BLDG. 1
EXIST P/L
PROP 10" FW
PROP 2" W
PRIVATE UTILITY EASEMENT
PROPOSED 49' ACCESS & PUBLIC UTILITY EASEMENT
REMINGTON AVE. (PRIVATE DRIVE)
EXIST CDA 12" W
(3) PROP DOM WTR MTR & BFP
PROP FH
EXIST CITY OF ONTARIO 12" W
EXISTING CDA ESMT
PROP FIRE SERVICE & DCDA
SEE UPPER LEFT
EXISTING ROWY ESMT
PROPOSED WATER SERVICES
SCALE: 1"=40'
LEGEND:
PROPOSED PRIVATE POTABLE WATER (W)
EXISTING POTABLE WATER (W)
PROPOSED PRIVATE FIRE LINE (FW)
Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173
0 75 150 300 450
SCALE:1"=150'

EXHIBIT "F-2"
REQUIRED RECYCLED WATER INFRASTRUCTURE IMPROVEMENTS



LEGEND:

PROPOSED PRIVATE RECYCLED WATER (RW) ——————

EXISTING RECYCLED WATER (RW) - - - - - - - - - -

Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173

EXHIBIT "F-3"
REQUIRED SEWER
INFRASTRUCTURE IMPROVEMENTS

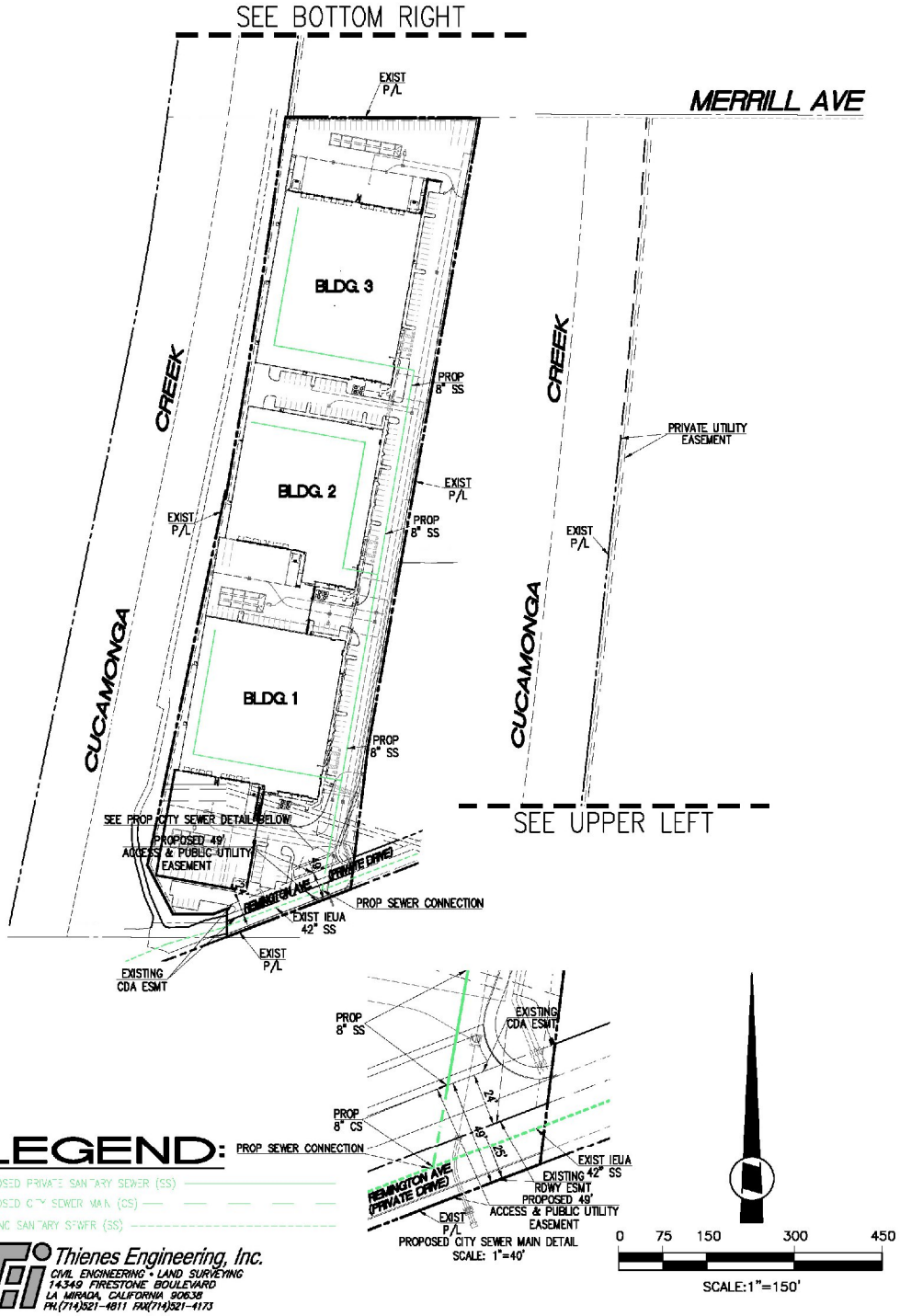


EXHIBIT "F-4"
REQUIRED STORM DRAIN INFRASTRUCTURE IMPROVEMENTS

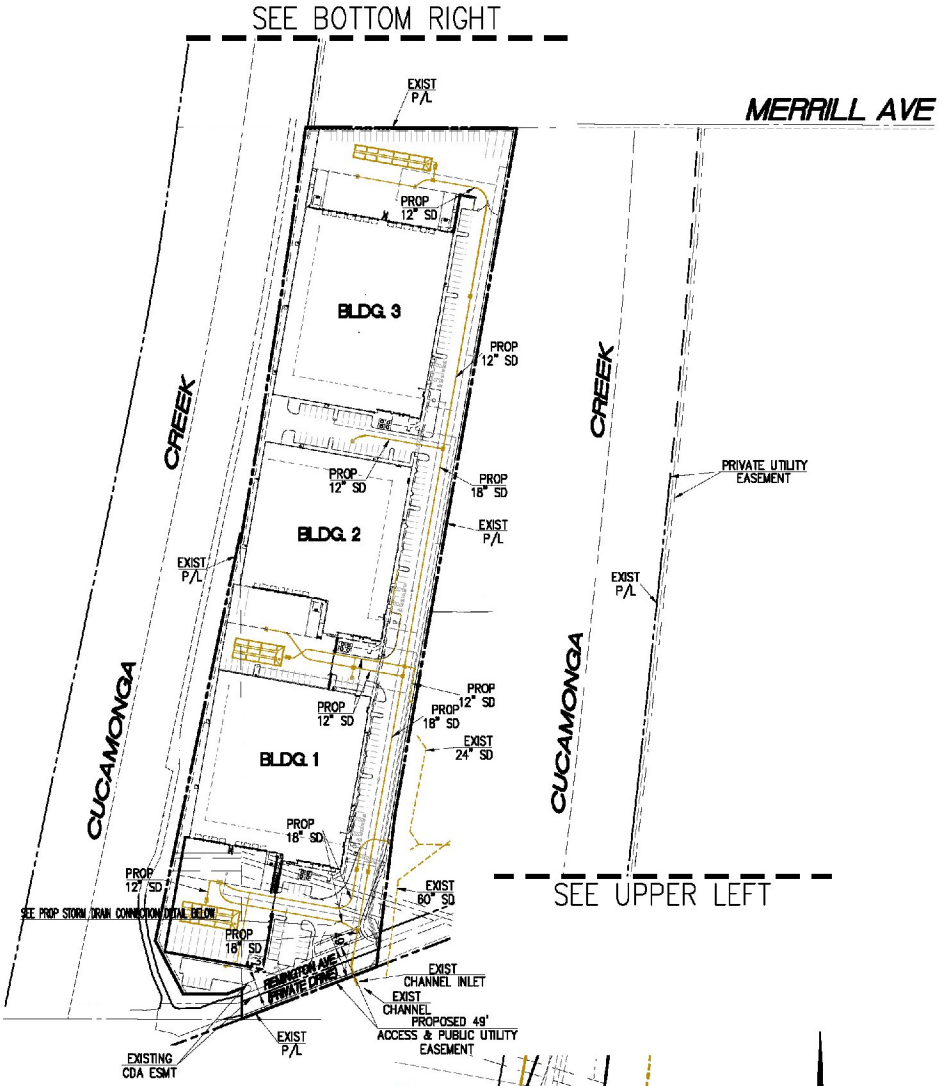
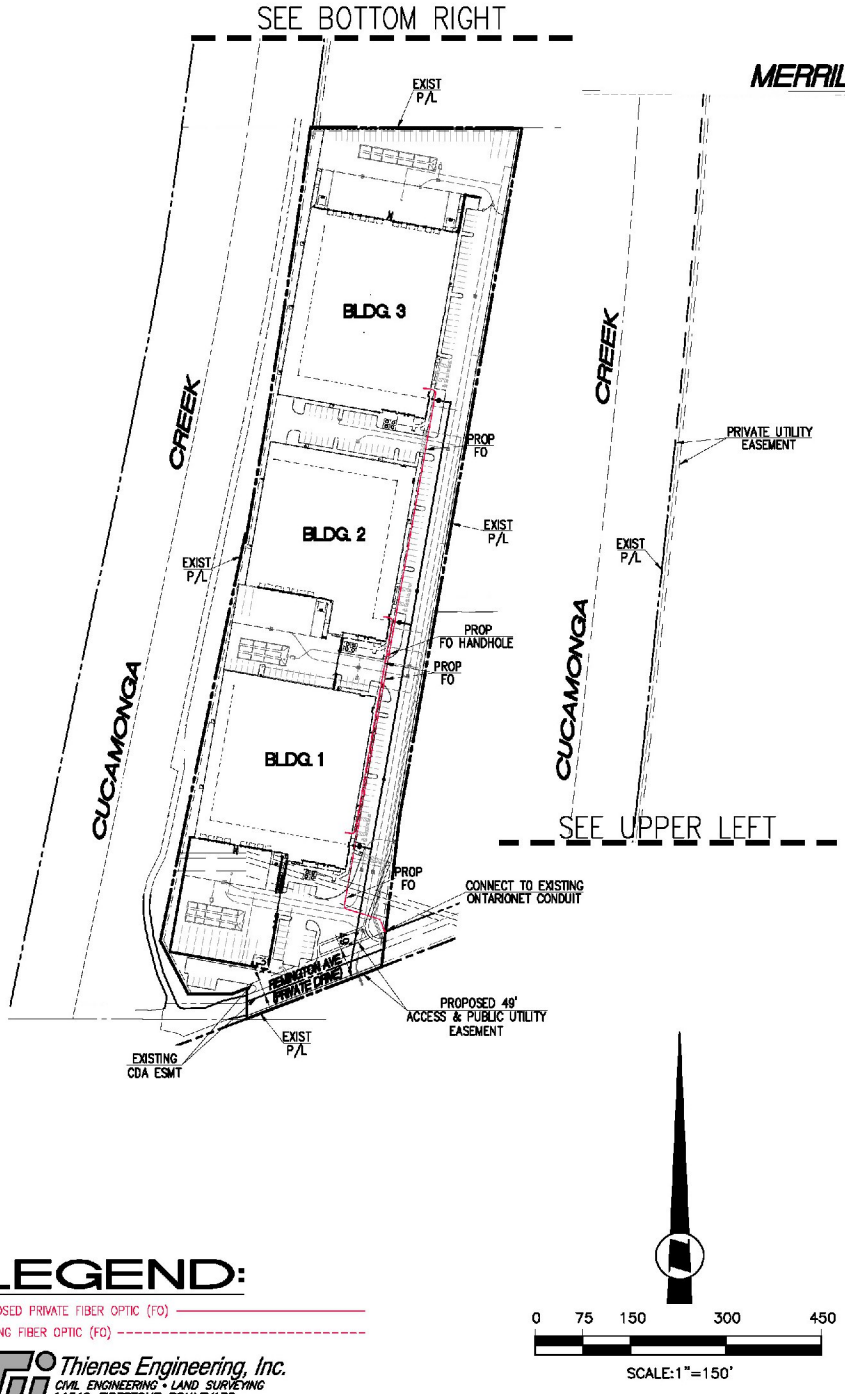


EXHIBIT "F-5"
REQUIRED FIBER OPTIC
INFRASTRUCTURE IMPROVEMENTS



LEGEND:

PROPOSED PRIVATE FIBER OPTIC (FO) ————————

EXISTING FIBER OPTIC (FO) -

Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173

EXHIBIT "G"
TO DEVELOPMENT AGREEMENT

FORM OF CERTIFICATE OF NET MDD AVAILABILITY

Pursuant to Section ___ of this Agreement between the City of Ontario, a California municipal corporation, and _____, a _____ company, hereinafter called "OWNER", the terms and definitions of which are hereby incorporated herein by this reference and hereinafter called "Agreement", the City of Ontario hereby certifies based on CITY receipt of payment of OWNER's share of the funding for the Phase 2 Water Improvements, that OWNER is entitled to the following Net MDD Water Availability.

Amount of Net MDD _____ gpm

_____
Scott Ochoa, City Manager

Dated:_____

Exhibit "H"

FORM OF CERTIFICATE OF REGIONAL DIF CREDIT

Pursuant to Section 4.5.2 of this Agreement by and between the City of Ontario and _____, dated _____, 201_, the terms and definitions of which are hereby incorporated herein by this reference and hereinafter called the "Development Agreement', the City of Ontario hereby certifies that OWNER is entitled to the following amount and nature of DIF Credits in the Regional Water DIF Infrastructure Category:

Amount of Credit: $_____

_____
Scott Ochoa, City Manager

Dated:_____

Exhibit "I-1"

ONTARIO RANCH
WATER SUPPLY PHASING PLAN

Phase 2	Water Availability Equivalency	Estimated Net MDD Available[1]
Phase 2 A		
Supply & Storage		
1. 1 - Additional Ground Water Well and Collection lines - Design and Construction	8,250 gpm[2]	**7,750 gpm**[2]
Pipelines (Transmission & Distribution)[2]		
2. 925 Zone Transmission lines – Design and Construction		
3. Temporary Pressure Reducing Station[3] – Design and Construction		
Phase 2B		
Supply & Storage		
4. 1 – Additional Ground Water Well and Collection lines – Design and Construction	10,500 gpm[2]	**9,860 gpm[2]**
5. 1 – 6 million gallon Reservoir – 925 Zone – Design and Construction		

(1) Upon Completion of the construction of all of the improvements described for each Phase a Certificate of Net MDD Availability shall be issued to Developer for the corresponding amount of Net MDD. Net MDD means the maximum daily demand on the potable water supply, net of the water requirements for public schools and parks. The Water Availability Equivalency includes the estimated requirements for public schools and parks. The amount of Net MDD specified is the cumulative amount for which building permits may be issued upon funding of the corresponding and all preceding Phases of improvements.

(2) The ability of a particular development to utilize Net MDD assigned to it by the Developer will require the completion of design and construction of Master-planned potable and recycled water transmission and distribution pipelines for the respective pressure zone. Other factors may include its location, the particular land use and Water Availability Equivalents assigned to it as specified in Exhibit C-2.

(3) Pressure reducing stations are a component of the pipeline transmission and distribution system.

EXHIBIT "I-2"

Available Water Supply - See Exhibit C-1R for Net MDD Available

Table A - Water Demand Equivalents By Land Use

The Ontario Plan	Potable Water			Recycled Water	
Land Use	Water Demand Factor (ADD)		Water Demand Equivalents (WDE)[2]	Recycled Water Demand Factor[1] (ADD)	Recycled Water Demand Of Total Water Demand
	(gpd/du)	(gpd/ac)	(gpm/unit)	(gpd/ac)	(%)
Detached Dwellings (less than 5 units per acre)	544		0.57	900	28%
Detached or Attached Dwellings (between 5 and 11 units per acre)	464		0.48	1,000	21%
Attached Dwellings (between 11 and 25 units per acre)	323		0.34	1,500	18%
High Density Dwellings (25+ units per acre)	152		0.16	1,500	27%
Commercial Lodging	150		0.16	1,700	50%
Retail/Services Uses		2,200	2.29	2,300	51%
Office Uses		3,400	3.54	2,300	40%
Business Park Uses		2,200	2.29	2,200	50%
Industrial Uses		2,000	2.08	2,200	52%
Institutional Use		2,200	2.29	1,600	42%
Parks		1,000	1.04	1,400	58%
Schools		3,500	3.65	1,600	31%

[1]Recycled Water Demands include irrigation for right-of-way (medians and parkways), neighborhood edge, pocket parks, and common areas.

[2] The WDE is based on the Maximum Day Demand (MDD) with a peaking factor of 1.5 in the NMC for all land use categories.

Table B - Example Water Supply Calculation

Land Use	Acres[1] (gross)	Residential Units	WDE Factor (gpm)	Potable MDD (gpm)	Recycled Water ADD (gpm)
Development					
Detached Dwellings (less than 5 units per acre)	1,284	5,061	0.57	2,868	803
Detached or Attached Dwellings (between 5 and 11 units per acre)	369	2,530	0.48	1,223	256
Attached Dwellings (between 11 and 25 units per acre)	194	3,410	0.34	1,147	202
Retail/Services Uses (per acre)[2]	104		2.29	239	166
TOTAL	**1,950**	**11,001**		**5,477**	**1,428**

Three (3) Wells Are required to Support this example, assuming each well produces 2,000 gpm and connection to the Recycled Water System maximizing Recycled Water Use.

[1] Residential Acres are estimated based on the weighted average derived from the average number of units per land use category.

[2] Commercial acreage is calculated from a total square footage of 1,361,000 SF with an average Floor to Area Ratio (FAR) of 0.30 for commercial services in The Ontario Plan.

Exhibit "JI"

FORM OF PLUME DISCLOSURE LETTER

CITY OF ONTARIO

ONTARIO MUNICIPAL UTILITIES COMPANY

PAUL S. LEON
MAYOR

DEBRA DORST-PORADA
MAYOR PRO TEM

ALAN D. WAPNER
JIM W. BOWMAN
RUBEN VALENCIA
COUNCIL MEMBERS

AL C. BOLING
CITY MANAGER

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT BURTON
UTILITIES GENERAL MANAGER

March 2017

DISCLOSURE NOTICE
SOUTH ARCHIBALD TRICHLOROETHYLENE PLUME

Dear Property Owner/Developer/Applicant:

The City of Ontario ("City") has approved or will be approving development in the Ontario Ranch area in the next few years, subject to the appropriate and required statutory process. This letter is intended to serve as notice to all potential property owners of the existence of a groundwater plume, known as the South Archibald Trichloroethylene (TCE) Plume which may exist in, under or near owner's property.

The groundwater plume is in an area in the central Chino Basin south of the Pomona Freeway, west of Turner Avenue, east of Grove Avenue, and north of Kimball Avenue. The plume primarily consists of TCE, a discontinued industrial solvent, and is subject to a clean-up under the oversight and direction of the Santa Ana Regional Water Quality Control Board ("Regional Board").

The Regional Board's approved clean-up procedure involves the removal and treatment of groundwater containing TCE via groundwater wells to reduce the plume concentrations and control its migration. In addition, the City is providing potable water supplies for domestic purposes to residences with private domestic wells affected by the plume. Finally, the Regional Board will continue to monitor all impacted areas and private domestic wells to ensure that residents' health and the environment are properly safeguarded. These remedial actions are documented in a Remedial Action Plan approved by the Regional Board in September 2016.

Further and current information may be found on the Regional Board's Geotracker website at https://geotracker.waterboards.ca.gov/profile_report?global_id=T10000004658.

Property owners may wish to include this letter as a part of a Real Estate Transfer Disclosure under California Civil Code Section 1102 et seq.

1425 SOUTH BON VIEW - ONTARIO, CALIFORNIA 91761-4406 - (909) 395-2605 - FAX (909) 395-2601

CITY OF ONTARIO *Agenda Report* **July 5, 2022**	**SECTION:** **CONSENT CALENDAR**
Department: Investments & Revenue Resources Prepared By: Nicole Phillips Staff Member Presenting: Armen Harkalyan, Executive Director of Finance Reviewed By: Cecilia House, Armen Harkalyan Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 13

SUBJECT: AN ORDINANCE LEVYING SPECIAL TAXES WITHIN CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 66 (OLIVE AND OLEANDER FACILITIES).

RECOMMENDATION: That the City Council consider and adopt an Ordinance authorizing the levy of special taxes within City of Ontario Community Facilities District No. 66 (Olive and Oleander Facilities).

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

FISCAL IMPACT: The use of Mello-Roos financing for facilities in the residential development of the Olive and Oleander Facilities project is estimated to generate approximately $45 million in bond proceeds to be used to fund a portion of the public infrastructure improvements that will serve the project. The use of Mello-Roos financing is critical in achieving the City Council's goal of "Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in Ontario Ranch". Mello-Roos bonds are not a direct obligation of the City and are paid from special taxes levied on each taxable parcel in the district; therefore, there is no General Fund impact from the issuance of Mello-Roos bonds. City Council approval will be required in the future years to process annual special tax levies.

BACKGROUND & ANALYSIS: The Mello-Roos Community Facilities Act of 1982 (the Act) provides local government, with the consent from a majority of the property owners, the authority to establish community facilities districts for the purpose of levying special taxes to fund governmental services.

At a public hearing conducted by the City Council on June 21, 2022, the City Council adopted Resolutions that established Community Facilities District No. 66 (Olive and Oleander Facilities);

authorized the levy of a special tax within the Community Facilities District; called an election within the Community Facilities District on the proposition of incurring indebtedness, levying a special tax within the Community Facilities District; and establishing an appropriations limit for the Community Facilities District. On that date, an election was held in which the qualified electors of the Community Facilities District approved said proposition by more than the two-thirds vote required by the Act. Adoption of the proposed ordinance to authorize the levy of special taxes within the Community Facilities District will conclude the formation process for City of Ontario Community Facilities District No. 66 (Olive and Oleander Facilities).

The Olive and Oleander Facilities project addresses the development of approximately 21.09 acres located south of Ontario Ranch Road, west of Hamner Avenue, east of Mill Creek Avenue, and north of Edison Avenue. At build out, the development is projected to include 224 units, comprised of 137 attached residential units and 87 detached residential units.

ORDINANCE NO. _____

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

WHEREAS, on May 17, 2022, the City Council (the "City Council") of the City of Ontario (the "City"), pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"), adopted a resolution entitled "A Resolution of the City Council of the City of Ontario, California, of Intention to Establish a Community Facilities District, Proposed to be Named City of Ontario Community Facilities District No. 66 (Olive and Oleander Facilities), and to Authorize the Levy of Special Taxes" stating its intention to establish City of Ontario Community Facilities District No. 66 (Olive and Oleander Facilities) (the "Community Facilities District"), to authorize the levy of a special tax (the "Special Tax") within the Community Facilities District and to finance certain public facilities (the "Facilities") and services (the "Services"); and

WHEREAS, on June 21, 2022, the City Council held a noticed public hearing on the establishment of the Community Facilities District, as required by the Act; and

WHEREAS, subsequent to the close of said hearing, the City Council adopted resolutions entitled "A Resolution of the City Council of the City of Ontario, California, of Formation of the City of Ontario Community Facilities District No. 66 (Olive and Oleander Facilities), Authorizing the Levy of a Special Tax within the Community Facilities District and Establishing an Appropriations Limit for the Community Facilities District" (the "Resolution of Formation"), "A Resolution of the City Council of the City of Ontario, California, Deeming it Necessary to Incur Bonded Indebtedness within the City of Ontario Community Facilities District No. 66 (Olive and Oleander Facilities)" and "A Resolution of the City Council of the City of Ontario, California, Calling Special Election for City of Ontario Community Facilities District No. 66 (Olive and Oleander Facilities)", which resolutions established the Community Facilities District, authorized the levy of the Special Tax within the Community Facilities District and called an election within the Community Facilities District on the proposition of incurring indebtedness, levying the Special Tax within the Community Facilities District and establishing an appropriations limit for the Community Facilities District, respectively; and

WHEREAS, on June 21, 2022, an election was held in which the qualified electors of the Community Facilities District approved said proposition by more than the two-thirds vote required by the Act.

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

SECTION 1. The City Council hereby authorizes and levies the Special Tax within the Community Facilities District pursuant to Sections 53328 and 53340 of the Act, at the rate and in accordance with the method of apportionment set forth in Exhibit B to the Resolution of Formation (the "Rate and Method of Apportionment"). The Special Tax

is hereby levied commencing in fiscal year 2022-23 and in each fiscal year thereafter until the last fiscal year in which such Special Tax is authorized to be levied pursuant to the Rate and Method of Apportionment.

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

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

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

SECTION 5. The Special Tax shall be collected in the same manner as ordinary *ad valorem* property taxes are collected and shall be subject to the same penalties and the same procedure, sale and lien priority in the case of delinquency as is provided for *ad valorem* taxes, unless another procedure is adopted by the City Council.

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

SECTION 7. The Mayor shall sign this Ordinance and the City Clerk shall certify as to the adoption and shall cause a summary thereof to be published at least once, in a newspaper of general circulation in the City of Ontario, California within fifteen (15) days of the adoption. The City Clerk shall post a certified copy of this ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

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

PASSED, APPROVED, AND ADOPTED this 5th day of July 2022.

_____

PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Ordinance No. 3215 was duly introduced at a regular meeting of the City Council of the City of Ontario held June 21, 2022 and adopted at the regular meeting held July 5, 2022 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

I hereby certify that the foregoing is the original of Ordinance No. 3215 duly passed and adopted by the Ontario City Council at their regular meeting held July 5, 2022 and that Summaries of the Ordinance were published on June 28, 2022 and July 12, 2022, in the Inland Valley Daily Bulletin newspaper.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

CITY OF ONTARIO *Agenda Report* **July 5, 2022**	**SECTION:** **CONSENT CALENDAR**
Department: Parks & Maintenance Prepared By: Alfredo Banuelos Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Bonnie Tam Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 14

SUBJECT: A CONSTRUCTION CONTRACT FOR CITYWIDE ASPHALT GRINDING SERVICES

RECOMMENDATION: That the City Council authorize the City Manager, or his designee to execute a Construction Contract No. SM2223-03 (on file in the Records Management Department) with Vance Corporation located in Bloomington, California for Citywide Asphalt Grinding Services, for up to five years, in an amount not to exceed $835,500.

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

FISCAL IMPACT: The Fiscal Year 2022-23 Adopted Budget includes appropriations from the Gas Tax Fund for citywide asphalt grinding services. The cost of the Construction Contract is $160,500 annually for each of the first three years, for a total of $481,500 over the three-year term. At the city's discretion, two additional one-year extensions may be exercised. The annual cost of option Year One for the Contract is $174,000, and the annual cost of option Year Two is and $180,000, for a total not to exceed amount of $835,500.

BACKGROUND & ANALYSIS: The City is responsible for maintaining streets citywide. The City paves, on average, 40 street sections per fiscal year. Streets selected for overlay are based on the Pavement Condition Index (PCI) that the Engineering Department provides. Streets with a PCI of 73 or below will be maintained with a 1" asphalt overlay. An asphalt overlay is needed when asphalt is showing signs of cracking but not damaged enough to need replacement. Before installing a new layer of asphalt over the existing asphalt, grinding the topmost layer of asphalt pavement is necessary to prevent the pavement from getting too high and prevents drainage problems. Asphalt grinding is done using a contractor.

On April 22, 2022, the City solicited bids for Contract No. SM2223-03 for citywide asphalt grinding service. Four (4) bids were received that met the bid criteria and standards necessary to perform the work. Bid results are listed below:

Vendor	**Location**	**Bid Amount**
Vance Corporation	Bloomington, California	$481,500
Pavement Recycling Systems	Jurupa Valley, California	$603,000
All American Asphalt	Corona, California	$1,453,500
ABSL Construction	Hayward, California	$1,791,000

Vance Corporation, located in Bloomington, California, submitted the lowest responsible bid for a three-year total of $481,500. Based on credentials, pricing, and favorable reference checks, Staff recommends awarding the Construction Contract to Vance Cooperation.

In addition, Staff requests City Council approval to exercise the optional two one-year extensions with Vance Corporation for Citywide Asphalt Grinding Services. Exercising the option years will allow the City to limit the potential for higher yearly increases to bid amounts, avoid the costs of re-bidding the contract, provide service continuity, and project future costs.

CITY OF ONTARIO *Agenda Report* **July 5, 2022**	**SECTION:** **CONSENT CALENDAR**
Department: Economic Development Prepared By: Charity Hernandez Staff Member Presenting: Jennifer McLain Hiramoto, Economic Development Director Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 15

SUBJECT: **A RESOLUTION APPROVING A DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND ONTARIO PLACE D BLOCK, LLC IN ACCORDANCE WITH GOVERNMENT CODE SECTION 37350 ET. SEQ.**

RECOMMENDATION: That the City Council ("City") consider and:

A. Adopt a Resolution approving the Disposition and Development Agreement ("Agreement") between the Ontario Place D Block, LLC. ("Developer") (on file with the Records Management Department).
B. Authorize the City Manager/Executive Director, or his designee to sign all documents necessary to implement the Agreement.

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

FISCAL IMPACT: The Developer will purchase 2.13 acres of real property for $2,200,000 which will be deposited to a City Fund. The sales price is supported by an independent appraisal completed by a certified MAI appraiser and represents the current fair market value of the property.

BACKGROUND & ANALYSIS: The Downtown Euclid Avenue Mixed-Use Development ("Development") is located on approximately 2.13 acres of land, containing an area bordered by "E" Street to the north, Lemon Avenue to the east, "D" Street to the south, and Euclid Avenue to the west.

The Development offers an opportunity to continue Ontario's efforts to revitalize downtown Ontario with high-density residential units, which will in turn bring more pedestrians and visitors to create a vibrant downtown. The Ontario Plan ("TOP") identifies this area as the Downtown Mixed-Use District ("District") which is intended to create an intensive mixture of retail, office, and residential uses in a pedestrian friendly atmosphere, while ensuring that the historic character of

the District is enhanced. The District concentrates the most dense development along Euclid Avenue and Holt Boulevard. The Development location is ideally located to provide high-density residential units next to local shopping, public transportation, and other amenities that will enhance the quality of life for the future residents.

The Development will result in the construction of approximately 109 market rate rental housing units. The project will further include approximately 4,040 square feet of ground level retail and service commercial space fronting on Euclid Avenue. Studio units will be 381 square feet; one-bedroom units 683 square feet; and two-bedroom units will range in size from 1000-1,024 square feet. The project also includes an outdoor pool and open space area for residents.

The Developer is Ontario Place D Block LLC, located in Los Angeles, California. The Developer has developed, owned and managed residential, mixed-use and office/commercial projects at various locations throughout Southern California.

The estimated total development construction cost is $32,000,000. The Development has been designed with the highest level of architectural features and quality to provide exceptional benefits to the City and to serve as a catalyst for future development in the Downtown/Civic Center area. The site plan has been prepared to be consistent with the development and design guidelines as contained in the Town Center Planned Unit Development. The proposed site plan and architectural elevations are attached as Exhibit “A”.

The project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15332 (Class 32, Infill Development Projects) of the CEQA Guidelines. On March 22, 2022, the Planning Commission found that the proposed project was consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations. The proposed development occurs within City limits and the area being developed is 2.13-acre, less than the maximum five-acre threshold, and is substantially surrounded by urban land uses.


EAST E STREET
EAST D STREET
EUCLID AVENUE
NORTH LEMON AVENUE
PARKING AREA
182 spaces
POOL AREA
5,930 SF
OUTDOOR AREA
4,830 SF
RETAIL 3
1,850 SF
RETAIL 5
1030 SF
1
2
3
4
A
B
C
D
E
F
G
H
I



1. West Elevation



2. South Elevation



KEY MAPS



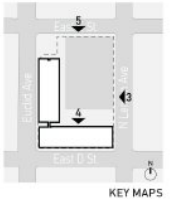
3. East Elevation



4. North Elevation 1



5. North Elevation 2



KEY MAPS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING A DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND ONTARIO PLACE D BLOCK, LLC WITH RESPECT TO APPROXIMATELY 2.13 ACRES OF LAND LOCATED AT 404, 416 AND 414 NORTH EUCLID AVENUE AND 401 AND 418 NORTH LEMON AVENUE (APNS: PORTION OF 1048-363-02, 1048-363-03, 1048-363-04, AND 1048-363-05).

WHEREAS, the City of Ontario ("City") currently owns in fee that certain 2.13 acres of land located at the northwest corner of Euclid Avenue and D Street, within the MU-1 (Downtown Mixed Use) zoning district, which is presently improved with a 42,000-square foot multi-tenant retail building, a Wells Fargo Bank ATM drive-thru kiosk and parking lot (the "Property"); and

WHEREAS, the City desires to sell the Property by entering into a Disposition and Development Agreement ("Agreement") with Ontario Place D Block, LLC ("Developer"), a form of which is attached hereto as Exhibit "A" and incorporated into this Resolution by reference.

WHEREAS, the Developer proposes to construct a multi-story mixed-use residential and retail commercial development consisting of 109 residential dwelling units, constructed above and adjacent to 4,360 square feet of ground-level commercial / retail / service space fronting on Euclid Avenue (the "Project"); and

WHEREAS, the Agreement provides for the sale of the Property at fair market value, and binds Developer to construct the Project, subject to all required approvals and environmental compliance, in a timely manner, and in accordance with the terms therein; and

WHEREAS, on April 26, 2022, pursuant to Government Code section 65402, the Planning Commission adopted Resolution No. PC22-016 making findings that the proposed disposition of the Property is consistent with The Ontario Plan Policy Plan (General Plan); and

WHEREAS, the proposed sale of the Property pursuant to the Agreement is authorized by Government Code Section 37350, as it is for the common benefit, because Developer intends to build multi-family housing on the Property, which would further the goals and objectives of the City's General Plan and the goals and objectives of the City by: (i) strengthening the City's land use and social structure, (ii) increasing the housing supply; (iii) alleviating economic and physical blight on the Property and in the surrounding community; (iv) eliminating a vacant site that creates nuisance conditions; and (v) creating an increase in property taxes, all of which accrue to the common benefit of the City and its residents.

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

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

SECTION 2. Findings. The City Council finds that the sale of the Property pursuant to the Agreement will further the goals and purposes of the City, and is in the common interest of the City and its residents.

SECTION 3. CEQA. The City Council's approval of the Agreement does not constitute approval of any development of the Property or of other activity on the Property that would have a direct or reasonably foreseeable indirect environmental impact pursuant to CEQA. (See 14 C.C.R. §§ 15060(c); 15378(b).) Moreover, close of escrow on the Property under the Agreement, and Developer's future use or development of the Property is expressly conditioned on CEQA compliance.

SECTION 4. Approval of Agreement. The City Council hereby approves the Agreement in substantially the form attached hereto as Exhibit A, subject to any non-substantive revisions which do not increase the City's liability and are approved by the City Attorney, and authorizes the City Manager to sign and enter into the Agreement and perform the obligations of the City under the Agreement.

SECTION 5. Severability. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council declares that the City Council would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

SECTION 6. Effective Date. This Resolution shall become effective immediately upon its adoption.

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

PASSED, APPROVED, AND ADOPTED this 5th day of July 2022.

_____

PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2022- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held July 5, 2022 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2022- duly passed and adopted by the Ontario City Council at their regular meeting held July 5, 2022.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

Exhibit A

Disposition and Development Agreement with Ontario Place D Block, LLC

(follows this page)

2022 DISPOSITION AND DEVELOPMENT AGREEMENT
(Downtown D Block)

between

THE CITY OF ONTARIO

a California municipal corporation

and

ONTARIO PLACE D BLOCK, LLC
a California limited liability company

DRAFT

This 2022 DISPOSITION AND DEVELOPMENT AGREEMENT (Downtown D Block) ("**Agreement**") is dated as of _____, 2022 ("**Effective Date**"), for reference purposes only, and is entered into by and between the City of Ontario, a California municipal corporation ("**City**"), and Ontario Place D Block, LLC, a California limited liability company ("**Developer**"). The City and the Developer are sometimes referred to in this Agreement, each individually, as a "**Party**," or collectively, as the "**Parties**."

RECITALS

This Agreement is entered into with reference to the following recitals of fact ("**Recitals**") that City and Developer believe to be true as of the Effective Date of this Agreement:

A. The City represents and asserts that it owns and controls that certain approximately 2.13-acre property (APNs: portion of 1048-363-02, 1048-363-03, 1048-363-04, and 1048-363-05), commonly known as 404, 416, and 414 N. Euclid Ave. and 401 and 418 N. Lemon Ave. in Ontario, California, within the MU-1 (Downtown Mixed Use) zoning district, which is presently improved with a 42,000 square foot multi-tenant retail building, a Wells Fargo ATM drive-thru kiosk and parking lot, but does not include the existing gas station at the southeast corner of Euclid Avenue and E Street, and is more specifically described in **Exhibit A** attached hereto and incorporated herein by this reference (the "Property"); and

B. The Developer proposes to construct a multi-story, mixed-use residential and retail commercial development project, consisting of 109 residential dwelling units, constructed above and adjacent to 4,360 square feet of ground-level commercial/retail/service space fronting on Euclid Avenue (the "Project"). The site plan for the proposed Project is attached hereto as **Exhibit B** and incorporated herein by this reference; and

C. Parking for the Project will be on-site, and accessed from the Property's Lemon Avenue frontage. Additional guest/visitor parking may be located in the nearby City public parking facility located at C Street and Lemon Avenue; and

D. The Developer's proposed acquisition of the Property and subsequent construction and completion of the Project on the Property pursuant to the terms of this Agreement is in the best interest of the City and the health, safety and welfare of the City's taxpayers and residents and is in accordance with the public purposes set forth in applicable law. Implementation of this Agreement will further the goals and objectives of the City's general plan by: (i) strengthening the City's land use and social structure, and (ii) alleviating economic and physical blight on the Property and in the surrounding community; and

E. The City desires to sell the Property to the Developer for the development of the Project and the Developer desires to purchase the Property from the City for the same purpose.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by City and Developer, the Parties agree as follows:

TERMS AND CONDITIONS

ARTICLE I
DEFINITIONS; REPRESENTATIONS AND WARRANTIES; EFFECTIVE DATE

1.1 Definitions. All initially capitalized terms not otherwise defined in this Agreement shall have the following meanings:

1.1.1 "**Additional Insureds**" has the meaning ascribed to such term in Section 5.10.

1.1.2 **"Affiliate"** means and refers to any person or entity, directly or indirectly, Controlling or Controlled by or under common Control with the Developer, whether by direct or indirect ownership of equity interests, by contract or otherwise.

1.1.3 "**CEQA**" means the California Environmental Quality Act, Public Resources Code Sections 21000, et seq.

1.1.4 "**Certificate of Completion**" means the written certification of City that the construction of the Project has been completed in compliance with the terms and conditions of this Agreement, substantially in the form of Exhibit H attached to this Agreement.

1.1.5 "**City**" means the City of Ontario, California, a California municipal corporation.

1.1.6 "**City Manager**" means the City Manager of the City or his or her designee or successor in function.

1.1.7 "**City Requirements**" has the meaning ascribed to the term in Section 2.6.1.

1.1.8 "**City's Title Notice Response**" means the written response of the City to the Developer's Title Notice, in which the City either (i) elects to cause the removal from the Preliminary Report of any matters shown in Schedule B of the Preliminary Report as exceptions to coverage under the proposed Title Policy that were objected to in the Developer's Title Notice, or (ii) elects not to cause the removal from the Preliminary Report of any matters shown in Schedule B of the Preliminary Report as exceptions to coverage under the proposed Title Policy that were objected to in the Developer's Title Notice.

1.1.9 "**Close of Escrow**" or "**Closing**" means the recording of the Grant Deed for the Property in the Official Records of the Recorder of the County, and completion of each of the actions set forth in Article III by the Escrow Holder for the City to sell the Property to the Developer and the Developer to purchase the Property from the City.

1.1.10 "**Closing Date**" means the date that the Closing occurs.

1.1.11 "**Completion of Construction**" means the issuance of a Certificate of Completion confirming that the final certificate of occupancy for the Project, based on the plans submitted by the Developer to the City, has been issued.

1.1.12 "**Construction Commencement Date**" means the date that is sixty (60) days from the Permit Issuance Date.

1.1.13 "**Construction Costs**" means the total cost incurred by Developer in acquiring the Property and constructing the Project in accordance with this Agreement.

1.1.14 "**Construction Drawings Submittal Date**" means the date when Developer submits to the City its Plans and Specifications, which date shall be no later than one-hundred eighty (180) days from the Entitlement Obtainment Date.

1.1.15 "**Construction Lender**" means a Lender(s) that provide(s) a Construction Loan to the Developer to pay the Construction Costs of all or a portion of the Project.

1.1.16 "**Construction Loan**" means a Loan obtained by Developer from a Construction Lender to finance all or part of the Construction Costs in conformity with the Financing Plan.

1.1.17 "**Construction Loan Deed of Trust(s)**" means the Lien(s) required by a Construction Lender to secure the Developer's performance under the associated Construction Loan.

1.1.18 **"Control"** means and refers to possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether by ownership of equity interests, by contract or otherwise.

1.1.19 **"Controlling"** and **"Controlled"** mean and refer to exercising or having Control.

1.1.20 "**County**" means the County of San Bernardino, California.

1.1.21 "**Developer's Title Notice**" means a written notice from the Developer to the City indicating the Developer's acceptance of the state of the title to the Property, as described in the Preliminary Report, or the Developer's objection to specific matters shown in Schedule B of the Preliminary Report as exceptions to coverage under the proposed Title Policy for the Property, describing in suitable detail the actions that the Developer reasonably believes are indicated to cure or correct each of the Developer's objections.

1.1.22 "**Developer's Title Notice Waiver**" means a written notice from the Developer to the City waiving the Developer's previous objection in the Developer's Title Notice to specific matters shown in Schedule B of the Preliminary Report as exceptions to coverage under the proposed Title Policy for the Property.

1.1.23 "**Due Diligence Investigations**" means the Developer's due diligence investigations of the Property to determine the suitability of the Property for development and

operation of the Project, including, without limitation, investigations of the environmental and geotechnical suitability of the Property, as deemed appropriate in the reasonable discretion of the Developer, all at the sole cost and expense of the Developer.

1.1.24 "**Due Diligence Investigation Conclusion Notice**" means a written notice of the Developer delivered to the City and the Escrow Holder, prior to the end of the Due Diligence Period, indicating the Developer's acceptance of the condition of the Property or indicating the Developer's rejection of the condition of the Property and refusal to accept a conveyance of fee title to the Property, describing in reasonable detail the actions that the Developer reasonably believes are indicated to allow the Developer to accept the condition of the Property.

1.1.25 "**Due Diligence Period**" means the date commencing on the Escrow Opening Date and ending at 5:00 p.m. on the ninetieth (90th) day following the Escrow Opening Date.

1.1.26 "**Earnest Money Deposit**" means Sixty Thousand Dollars ($60,000.00) payable in cash or other immediately available funds.

1.1.27 "**Effective Date**" has the meaning ascribed to the term in Section 1.3.

1.1.28 "**Entitlement(s)**" shall have the meaning ascribed to the term in Section 2.6.2.

1.1.29 "**Entitlement Application Date**" means the date when Developer submits its application(s) to the City to obtain all necessary Entitlements to commence construction of the Project, which date shall be no later than sixty (60) days from the Effective Date.

1.1.30 "**Entitlement Obtainment Date**" means the date when Developer obtains all necessary Entitlements to commence construction of the Project, which date shall be no later than nine (9) months from the Entitlement Application Date.

1.1.31 "**Environmental Claims**" has the meaning ascribed to the term in Section 5.9.

1.1.32 "**Environmental Laws**" means all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, relating to, or imposing liability of standards of conduct concerning any hazardous substance (as later defined), or pertaining to occupational health or industrial hygiene (and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to hazardous substances on, under, or about the Property, occupational or environmental conditions on, under, or about the Property, as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") [42 USC Section 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 ("RCRA") [42 USC Section 6901 et seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act ("FWPCA") [33 USC Section 1251 et seq.]; the Toxic Substances Control Act ("TSCA") [15 USC Section 2601 et seq.]; the Hazardous Materials Transportation Act ("HMTA") [49 USC Section 1801 et seq.]; the

Insecticide, Fungicide, Rodenticide Act [7 USC Section 6901 et seq.] the Clean Air Act [42 USC Section 7401 et seq.]; the Safe Drinking Water Act [42 USC Section 300f et seq.]; the Solid Waste Disposal Act [42 USC Section 6901 et seq.]; the Surface Mining Control and Reclamation Act [30 USC Section 101 et seq.] the Emergency Planning and Community Right to Know Act [42 USC Section 11001 et seq.]; the Occupational Safety and Health Act [29 USC Section 655 and 657]; the California Underground Storage of Hazardous Substances Act [California Health & Safety Code Section 25288 et seq.]; the California Hazardous Substances Account Act [California Health & Safety Code Section 25300 et seq.]; the California Safe Drinking Water and Toxic Enforcement Act [California Health & Safety Code Section 24249.5 et seq.] the Porter-Cologne Water Quality Act [California Water Code Section 13000 et seq.] together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to occupational health or industrial hygiene, and only to the extent the occupational health or industrial hygiene laws, ordinances, or regulations relate to hazardous substances on, under, or about the Property, or the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use.

1.1.33 "**Environmental Matters**" has the meaning ascribed to the term in Section 5.9.

1.1.34 "**Escrow**" has the meaning ascribed to the term in Section 2.1.

1.1.35 "**Escrow Closing Date**" has the meaning ascribed to the term in Section 3.6.

1.1.36 "**Escrow Holder**" means _____ Title Insurance Company.

1.1.37 "**Escrow Opening Date**" has the meaning ascribed to the term in Section 3.1.

1.1.38 "**Event of Default**" has the meaning ascribed to the term in Section 7.1.

1.1.39 "**Financing Commitment**" means (a) one or more commitment(s) from one or more Construction Lender(s) agreeing to provide sufficient funds which, when combined with the Developer's equity contribution and the financial assistance to be provided by the City pursuant to this Agreement, is sufficient, as determined by the City in its reasonable discretion, to fully fund the Project's Construction Costs, or (b) a letter from one or more Construction Lender(s) indicating approval of a loan to the Developer for the development of the Property.

1.1.40 "**FIRPTA Affidavit**" means an affidavit complying with Section 1445 of the United States Internal Revenue Code.

1.1.41 "**Grant Deed**" means a deed in the form of Exhibit E to this Agreement, conveying all of the City's interest in the Property to the Developer.

1.1.42 "**Governmental Agency**" means any and all courts, boards, agencies, commissions, offices, or authorities of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, city, or otherwise) whether now or later in existence.

1.1.43 "**Governmental Requirements**" means all codes, statutes, ordinances, laws, permits, orders, and any rules and regulations promulgated thereunder of any Governmental Agency.

1.1.44 "**Hazardous Substances**" means, without implied limitation, substances defined as "hazardous substances," "hazardous material," "toxic substance," "solid waste," or "pollutant or contaminate" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601, et seq.; the Toxic Substances Control Act ("TSCA") [15 U.S.C. Sections 2601, et seq.]; the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901, et seq.; those substances listed in the United States Department of Transportation (DOT) Table [49 CFR 172.101], or by the EPA, or any successor authority, as hazardous substances [40 CFR Part 302]; and those substances defined as "hazardous waste" in Section 25117 of the California Health and Safety Code or, as "hazardous substances" in Section 25316 of the California Health and Safety Code; other substances, materials, and wastes that are, or become, regulated or classified as hazardous or toxic under federal, state, or local laws or regulations and in the regulations adopted pursuant to said laws, and shall also include manure, asbestos, polychlorinated biphenyl, flammable explosives, radioactive material, petroleum products, and substances designated as a hazardous substance pursuant to 33 USC Section 1321 or listed pursuant to 33 USC Section 1317.

1.1.45 "**Indemnified Parties**" has the meaning ascribed to the term in Section 5.9.

1.1.46 "**Lender**" means any state or federally chartered bank, savings and loan, capital investment group, or other third party financial institution which routinely makes Loans to developments and developers such as the Project and the Developer in the normal course of business and which has been approved by the City pursuant to Section 6.3.

1.1.47 "**Lien**" means any mortgage, deed of trust, or other security instrument encumbering Developer's fee interest in the Property and/or Project, or any part thereof, or any pledge or other agreement given as security for the repayment of a Loan and by which a Lender would be able to acquire any interest in the Developer upon the Developer's breach of any obligation under the Lender's Loan Documents.

1.1.48 "**Loan**" means any loan or third party equity/capital contribution (e.g. mezzanine financing) for the Project other than that provided by the City.

1.1.49 "**Loan Documents**" means the various documents and instruments made by and between the Developer and a Lender that evidence a Loan and the security for repayment of such Loan.

1.1.50 "**Maintenance Deficiency**" has the meaning ascribed to the term in Section 5.4.1.

1.1.51 "**Normal Business Hours**" means the normal business hours of the City. As of the Effective Date, the City's normal business hours are Monday through Thursday,

between the hours of 7:30 a.m. and 5:30 p.m. Pacific Time; and Friday between the hours of 7:30 a.m. and 4:30 p.m. Pacific Time.

1.1.52 "**Notice of Agreement**" means the notice in the form of Exhibit F to this Agreement to be recorded against the Property at the Close of Escrow to provide constructive record notice of the existence and application of this Agreement to the Property.

1.1.53 "**Official Records**" means the Official Records of San Bernardino County.

1.1.54 "**Party**" means, individually, the City or the Developer, as applicable.

1.1.55 "**Parties**" means, collectively, the City and the Developer.

1.1.56 "**PCO Statement**" means a preliminary change of ownership statement provided for in California Revenue and Taxation Code Section 480.3.

1.1.57 "**Permit Issuance Date**" means the date when the City issues the first building permit to Developer, which date shall be no later than sixty (60) days from the Construction Drawings Submittal Date.

1.1.58 "**Permitted Exceptions**" means (i) any and all items shown in Schedule B of the Preliminary Report as exceptions to coverage under the proposed Title Policy that the Developer accepts, pursuant to Section 2.3; (ii) any exceptions from coverage under the proposed Title Policy resulting from the Developer's activities on the Property; (iii) non-delinquent property taxes and assessments; (iv) this Agreement; or (v) the Grant Deed.

1.1.59 "**Permitted Transfer**" means and refers to any of the following types of Transfers by the Developer, where the person or entity to which such Transfer is made expressly assumes the obligations of the Developer under this Agreement in a written instrument satisfactory to the City.

1.1.59.1 Any Transfer of stock or equity of the Developer that does not change management or operational Control of the Property or the Project;

1.1.59.2 Any Transfer of any interest in the Developer or the Property or Project or any portion thereof irrespective of the percentage of ownership (i) to any other owner of any interest in the Developer; or (ii) to any Affiliate, or (iii) to any other person or entity in which any holder of an interest (including any beneficial interest) in the Developer is a manager, officer or partner or in which any of the aforementioned is a shareholder, member or partner (including a beneficial owner); and

1.1.59.3 Any Lien given to Lender in connection with a Loan approved by the City pursuant to Section 6.3.

1.1.60 "**Plans and Specifications**" has the meaning ascribed to the term in Section 2.6.1.

1.1.61 "**Preliminary Report**" means a preliminary report issued by the Title Company in contemplation of the issuance of the Title Policy, accompanied by legible copies of all documents listed in Schedule B of the report as exceptions to coverage under the proposed Title Policy. The Parties acknowledge that they may prepare one (1) or more Preliminary Reports for each parcel, or group of parcels, comprising the Property. In such case, all reports, notices, and objection letters which pertain to the Preliminary Report for the entirety of the Property shall apply separately to each Preliminary Report associated with a parcel or a group of parcels.

1.1.62 "**Project**" means the construction and development of the Property as a multi-story, mixed-use residential and retail commercial development, including all required or associated on-site and off-site improvements, all hardscape and all landscaping, all as specifically described in the Scope of Development, and all to be developed in accordance with the Plans and Specifications to be approved by the City and any conditions imposed by the City in its approval of the Plans and Specifications.

1.1.63 "**Project Completion Date**" means that date set forth therefor by which a Certificate of Completion shall be issued for the Project, as more particularly provided in the Schedule of Performance. The Project Completion Date shall be no later than the date which is twenty-four (24) months after the Construction Commencement Date.

1.1.64 "**Property**" means that real property, and all current and future improvements thereon (including, without implied limitation, the Project), legally described in Exhibit A and depicted in Exhibit B.

1.1.65 **"Property Transfer"** means and refers to any "change in ownership," as defined in Revenue and Taxation Code Sections 60, et seq., of all or any portion of the Property.

1.1.66 "**Purchase Price**" means the amount of Two Million Two Hundred Thousand Dollars ($2,200,000).

1.1.67 "**Record**", "**recorded**", "**recording**" or "**recordation**" each mean and refer to recordation of the referenced document in the official records of the Recorder of the County of San Bernardino, California.

1.1.68 "**Schedule of Performance**" means the schedule for the performance of certain actions by the Parties pursuant to this Agreement, attached to and incorporated into this Agreement by reference as Exhibit D.

1.1.69 "**Scope of Development**" means the detailed description of the Project attached to this Agreement as Exhibit C.

1.1.70 "**Title Approval Date**" means the date when Developer submits the Developer's Title Notice, which date shall be no later than sixty (60) days from the Escrow Opening Date.

1.1.71 "**Title Company**" means _____ Title Company, which shall be the same party named in 1.1.33.

1.1.72 "**Title Policy**" means a standard CLTA owners' policy of title insurance issued by the Title Company, with coverage in the full amount of the Purchase Price and insuring fee title to the Property, subject only to the Permitted Exceptions. However, at Developer's option, Developer may acquire an ALTA extended coverage policy. City shall pay for the standard CLTA policy. Developer shall pay for any additional or ALTA extended coverage policy if requested by Developer.

1.1.73 "**Transfer**" means any of the following:

1.1.73.1 Any total or partial sale, assignment, conveyance, trust, power, or transfer in any other mode or form, by the Developer of more than a 49% interest in the Developer's interest in this Agreement, the Property, or a series of such sales, assignments and the like that, in the aggregate, result in a disposition of more than a 49% interest in the Developer's interest in this Agreement, the Property or the Project; or

1.1.73.2 Any total or partial sale, assignment, conveyance, or transfer in any other mode or form, of or with respect to any interest in the Developer or a series of such sales, assignments and the like that, in the aggregate, result in a disposition of more than a 49% interest in any interest in the Developer; or

1.1.73.3 Any merger, consolidation, sale, or lease of all or substantially all of the assets of the Developer or a series of such sales, assignments and the like that, in the aggregate, result in a disposition of more than a 49% interest of all or substantially all of the assets of the Developer; or

1.1.73.4 Any Property Transfer; or

1.1.73.5 The recordation of any deed of trust, mortgage, Lien or similar encumbrance against all or any portion of the Property or the Project.

1.1.74 "**Unavoidable Delay**" means any delay that is caused by the exclusively by the other party or that is beyond the control of the City or the Developer, including delay caused by strikes, acts of God, weather, inability to obtain labor or materials, inability to obtain governmental permits or approvals, governmental restrictions, civil commotion, fire or similar causes, but excluding circumstances subject to Section 8.7.2.

1.2 Representations and Warranties.

1.2.1 City Representations and Warranties. The representations and warranties of City contained in this Section 1.2.1 shall be based upon the actual knowledge of the City Manager as of the Effective Date, without any duty of investigation or inquiry. All representations and warranties contained in this Section 1.2.1 are true and correct as of the Effective Date. City's liability for misrepresentation or breach of warranty, representation or covenant, wherever contained in this Agreement, shall survive the execution and delivery of this Agreement and the Closing. City hereby makes the following representations, covenants and

warranties and acknowledges that the execution of this Agreement by Developer has been made in material reliance by Developer on such covenants, representations and warranties:

1.2.1.1 City is a California municipal corporation, duly formed and operating under the laws of the State of California. City has the legal power, right and authority to enter into this Agreement and to execute the instruments and documents referenced herein, and to consummate the transactions contemplated hereby.

1.2.1.2 The persons executing any instruments for or on behalf of City have been authorized to act on behalf of City and this Agreement is valid and enforceable against City in accordance with its terms and each instrument to be executed by City pursuant hereto or in connection therewith will, when executed, shall be valid and enforceable against City in accordance with its terms. No approval, consent, order or authorization of, or designation or declaration of any other person, is required in connection with the valid execution and delivery of and compliance with this Agreement by City.

1.2.1.3 City has taken all requisite action and obtained all requisite consents for agreements or matters to which City is a party in connection with entering into this Agreement and the instruments and documents referenced herein and in connection with the consummation of the transactions contemplated hereby. Execution hereon by City requires no further votes, resolutions or approvals of this Agreement.

1.2.1.4 If the City becomes aware of any act or circumstance that would change or render incorrect, in whole or in part, any representation or warranty made by the City under this Agreement, whether as of the date given or any time thereafter, whether or not such representation or warranty was based upon the City's knowledge and/or belief as of a certain date, the City will give immediate written notice of such changed fact or circumstance to the Developer.

1.2.1.5 The City represents and asserts that it owns and controls the Property.

1.2.2 Developer Representations and Warranties. The representations and warranties of Developer contained in this Section 1.2.2 shall be based upon the actual knowledge of Richard Tipping as of the Effective Date, without any duty of investigation or inquiry. All representations and warranties contained in this Section 1.2.2 are true and correct as of the Effective Date. Developer's liability for misrepresentation or breach of warranty, representation or covenant, wherever contained in this Agreement, shall survive the execution and delivery of this Agreement and the Closing. Developer hereby makes the following representations, covenants and warranties and acknowledges that the execution of this Agreement by City has been made in material reliance by City on such covenants, representations and warranties:

1.2.2.1 Developer is a California limited liability company, lawfully entitled to do business in the State of California and the City. Developer has the legal right, power and authority to enter into this Agreement and the instruments and documents referenced herein and to consummate the transactions contemplated hereby. The persons executing this Agreement and the instruments referenced herein on behalf of Developer hereby represent and warrant that such persons have the power, right and authority to bind Developer.

1.2.2.2 Developer has taken all requisite action and obtained all requisite consents in connection with entering into this Agreement and the instruments and documents referenced herein and the consummation of the transactions contemplated hereby, and no consent of any other party is required for Developer's authorization to enter into Agreement.

1.2.2.3 Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby shall result in a breach of or constitute a default under any other agreement, document, instrument or other obligation to which Developer is a party or by which Developer may be bound, or under law, statute, ordinance, rule, governmental regulation or any writ, injunction, order or decree of any court or governmental body applicable to Developer or to the Property.

1.2.2.4 This Agreement is, and all agreements, instruments and documents to be executed by Developer pursuant to this Agreement shall be, duly executed by and shall be valid and legally binding upon Developer and enforceable in accordance with their respective terms. No approval, consent, order or authorization of, or designation or declaration of any other person, is required in connection with the valid execution and delivery of in compliance with this Agreement by Developer.

1.2.2.5 If the Developer becomes aware of any act or circumstance that would change or render incorrect, in whole or in part, any representation or warranty made by the Developer under this Agreement, whether as of the date given or any time thereafter, whether or not such representation or warranty was based upon the Developer's knowledge and/or belief as of a certain date, the Developer will give immediate written notice of such changed fact or circumstance to the City.

1.3 Effective Date. This Agreement is dated _____, 2022 for reference purposes only. This Agreement shall not become effective until the date on which all of the following are true ("**Effective Date**"): (i) this Agreement is approved and executed by the appropriate authorities of Developer and delivered to City; (ii) Developer has delivered to City a certified copy of the official action taken by all of the members of the Developer approving this Agreement, in the form attached to this Agreement as Exhibit G; (iii) following all legally required notices and hearings, this Agreement is approved by the City Council; and (iv) this Agreement is executed by the authorized representatives of City.

1.4 Exhibit List. The following is a list of the Exhibits attached to this Agreement. Each of the Exhibits is incorporated by this reference into the text of this Agreement.

Exhibit A	Legal Description of Property
Exhibit B	Property Site Plan
Exhibit C	Scope of Development
Exhibit D	Schedule of Performance
Exhibit E	Form of Grant Deed
Exhibit F	Form of Notice of Agreement
Exhibit G	Form of Official Action of Developer
Exhibit H	Form of Certificate of Completion

ARTICLE II

PROPERTY DISPOSITION

2.1 Purchase and Sale. Developer agrees to purchase, and City agrees to sell, the Property for the Purchase Price. For the purposes of exchanging funds and documents to complete the sale from the City to the Developer and the purchase by the Developer from the City of the Property pursuant to the terms of this Agreement, the City and the Developer agree to open an escrow ("**Escrow**") with the Escrow Holder. ARTICLE III of this Agreement constitutes the joint escrow instructions of the Parties to the Escrow Holder for completion of the Escrow for the sale of the Property, as contemplated by this Agreement. The Developer and the City shall execute such further escrow instructions, consistent with the provisions of this Agreement, as may be reasonably requested by the Escrow Holder. In the event of any conflict between the provisions of this Agreement and any other escrow instructions requested by the Escrow Holder, the provisions of this Agreement shall control.

2.2 Earnest Money Deposit. Concurrent with its opening of the Escrow, the Developer shall deposit into Escrow the Earnest Money Deposit. The Escrow Holder shall deposit the Earnest Money Deposit into an interest bearing account. All interest earned on such funds shall be added to the original principal amount of the Earnest Money Deposit and be considered part of the same. The Earnest Money Deposit shall be nonrefundable upon the conclusion of the Due Diligence Period. Should Escrow fail to close after the conclusion of the Due Diligence Period, the Earnest Money Deposit shall be forfeited by Developer and shall be paid to the City upon the cancellation of Escrow in accordance with Section 3.10. The Earnest Money Deposit shall be returned to Developer if this Agreement is terminated due to the exercise by the Developer of any contingencies or disapprovals allowed herein prior to the end of the Due Diligence Period.

2.3 Title Approval. As soon as practicable following the opening of the Escrow, the City shall obtain from Title Company the Preliminary Report and deliver a copy of the Preliminary Report to the Developer. Within sixty (60) days following the Escrow Opening Date (defined at Section 3.1), the Developer shall deliver the Developer's Title Notice to the City. If the Developer fails to deliver the Developer's Title Notice to the City by the Title Approval Date, the Developer will be deemed to disapprove the status of title to the Property and refuse to accept title to the Property, in which case the City shall have the right, subject to Section 2.3.2, to cancel the Escrow and terminate this Agreement, in the City's sole discretion, without liability to the Developer or any other person, by delivery of a written notice of termination to the Developer and Escrow Holder. Within twenty (20) days following receipt by the City of Developer's Title Notice, if any, the City shall serve City's Title Notice Response. If Developer's Title Notice does not object to any matter in the Preliminary Report, the City shall not be required to serve City's Title Notice Response. If the City does not serve City's Title Notice Response, if necessary, within twenty (20) days following its receipt of Developer's Title Notice, the City shall be deemed to elect not to remove any matter objected to in Developer's Title Notice, if any, from the Preliminary Report. If the City elects in City's Title Notice Response to cause the removal of any matter objected to in Developer's Title Notice from the Preliminary Report, the City shall cause the removal of each such objectionable matter from the Preliminary Report within sixty (60) days following receipt by the Developer of City's Title Notice Response or such other period of time that may be agreed to in writing by both the City and the Developer, and any such delay will also delay the end of the

Due Diligence Period. If the City is unwilling to cause the removal of any matter objected to in Developer's Title Notice from the Preliminary Report, then, within ten (10) days following the Developer's receipt of City's Title Notice Response stating that the City is unwilling to remove or cause the removal of any matter objected to in Developer's Title Notice, the Developer may either (1) refuse to accept title to and conveyance of the Property, in which case the Parties shall have the right, subject to Section 2.3.2, to cancel the Escrow and terminate this Agreement without liability to either Party or any other person, by delivery of a written notice of termination to the Escrow Holder, or (2) waive its objection to any items set forth in Developer's Title Notice by delivering Developer's Title Notice Waiver to the City. Failure by the Developer to deliver Developer's Title Notice Waiver, where City's Title Notice Response or the City's failure to serve City's Title Notice Response indicates the City's election not to cause the removal of any matter objected to in Developer's Title Notice from the Preliminary Report, for the City to deliver City's Title Notice Response under this Agreement, will be deemed the Developer's continued refusal to accept the title to and conveyance of the Property, in which case the City shall have the right, subject to Section 2.3.2, to cancel the Escrow and terminate this Agreement, in the City's sole discretion, without liability to the Developer or any other person, by delivery of a written notice of termination to the Developer and Escrow Holder. If the City's Title Notice Response indicates that the City will cause the removal of any matter of Title, but upon the expiration of the above sixty (60) day time period during which the City elected to remove such objectionable matters from the Preliminary Report and was unable to do so, City must notify Developer that it was unable to do so. Within ten (10) days after this notice, Developer may either (1) refuse to accept the title to and conveyance of the Property, in which case the Parties shall have the right, subject to Section 2.3.2, to cancel the Escrow and terminate this Agreement without liability to either Party or any other person, by delivery of a written notice of termination to the Escrow Holder, or (2) waive its objection to any items set forth in Developer's Title Notice by delivering Developer's Title Notice Waiver to the City.

2.3.1 If at any time prior to the Close of Escrow the Title Company issues an updated Preliminary Report containing any previously undisclosed matter affecting title to the Property, or the City becomes aware of any previously undisclosed matter affecting title to the Property, following the delivery of the Developer's Title Notice, the City shall provide written notice to the Developer of such matter, together with any updated Preliminary Report related to such matter. The City and the Developer shall have such rights and obligations with respect to such previously undisclosed title matters as they did with respect to any title matters set forth in the original Preliminary Report as set forth in this Section 2.3.

2.3.2 Before exercising any right a Party may have under this Section 2.3 to cancel the Escrow and terminate this Agreement, such Party shall notify the non-terminating Parties in writing of its election to terminate and shall, upon a non-terminating Party's request, which must be delivered, if at all, within three (3) days following its receipt of the terminating Party's notice of election to terminate, meet and confer with the non-terminating Parties for a period of thirty (30) days. During such time, the Parties shall meet as often as reasonably requested by any Party to negotiate, in good faith, methods and means by which the objectionable title matter may be eliminated or mitigated. Nothing herein shall constitute an agreement, representation, or warranty by any Party that an acceptable resolution of the objectionable title matter will be achieved, nor shall any Party be obligated to expend any funds or undertake any other action whatsoever with respect to such title matter unless such agreement is reduced to a writing which

is approved by all Parties, in their sole and absolute discretion. If, at the end of such thirty (30) day period, the Parties have not been able to agree on a mutually acceptable method of resolving such title matter, or if any proposed agreement is disapproved by the City Council, the Escrow shall be cancelled, this Agreement shall be terminated without liability to any Party, and the Parties shall proceed pursuant to Section 3.10. The phrase "without liability to any party" includes return of Developer's Earnest Money Deposit, subject to Sections 2.3 and 3.10, and so long as the notice referred to in the first sentence of this paragraph is delivered prior to the end of the Due Diligence Period, the additional time periods in this paragraph shall not act to cause Developer's Earnest Money Deposit to be forfeited.

2.4 Developer Investigations.

2.4.1 The Developer shall have until the expiration of the Due Diligence Period to complete all of its Due Diligence Investigations with respect to the entirety of the Property. The Developer shall complete all of its Due Diligence Investigations within the Due Diligence Period and shall conduct all of its Due Diligence Investigations at its sole cost and expense. The Developer shall rely solely and exclusively upon the results of its Due Diligence Investigations of the Property, including, without limitation, investigations regarding geotechnical soil conditions, compliance with applicable laws pertaining to the use of the Property by the Developer and any other matters relevant to the condition or suitability of the Property for the Project, as the Developer may deem necessary or appropriate. City makes no representation or warranty to the Developer relating to the condition of the Property or suitability of the Property for any intended use or development by the Developer. The Developer shall deliver a Due Diligence Investigation Conclusion Notice to the City and the Escrow Holder prior to the end of the Due Diligence Period. If the Developer does not unconditionally accept the condition of the Property by delivery of its Due Diligence Investigation Conclusion Notice indicating such acceptance prior to the end of the Due Diligence Period, the Developer shall be deemed to have rejected the condition of the Property and refused to accept conveyance of title to the Property. If the condition of the Property is rejected or deemed rejected by the Developer, then the City shall have the right, subject to Section 2.4.3, to cancel the Escrow and terminate this Agreement, in the City's sole discretion, without liability to the Developer or any other person, by delivery of a written notice of termination to the Developer and Escrow Holder. The Developer shall accept all conditions of the Property, without any liability of the City whatsoever, upon the Developer's acceptance of the condition of the Property indicated in its Due Diligence Investigation Conclusion Notice. The Developer's delivery of its Due Diligence Investigation Conclusion Notice indicating the Developer's unconditional acceptance of the condition of the Property shall evidence the acceptance of the condition of the Property by the Developer in its existing "AS IS," "WHERE IS" and "SUBJECT TO ALL FAULTS" condition, as of the last day of the Due Diligence Period. In its sole discretion, the Developer may accept the Property in its "AS IS," "WHERE IS" and "SUBJECT TO ALL FAULTS" condition at any time before the end of the Due Diligence Period. The Developer shall conduct during the Due Diligence Period such environmental assessment(s) of the Property as the Developer deems appropriate. If such assessment(s) do not reveal the presence of any Hazardous Substances on the Property in levels that exceed applicable Governmental Requirements, then the City shall promptly and at its sole cost and expense install security fencing around the Property. If such assessment(s) do reveal the presence of any Hazardous Substances on the Property in levels that exceed applicable Governmental

Requirements, then the City and the Developer shall negotiate in good faith in an effort to reach agreement as to the allocation of responsibility and cost of remediation thereof.

2.4.2 Any Due Diligence Investigations of the Property by the Developer shall not unreasonably disrupt any then-existing use or occupancy of the Property or the operations of the City. The Developer shall be liable for any damage or injury to any person or property arising from the acts of the Developer, its employees, agents or representatives during the course of any Due Diligence Investigations on the Property and the Developer shall indemnify, defend (with counsel reasonably acceptable to the City), and hold harmless the City and its elected officials, officers, directors, attorneys, contractors, agents and employees from any and all actual or alleged liens, claims, demands or liability arising from any Due Diligence Investigations by the Developer on the Property. Prior to commencing any Due Diligence Investigations on the Property, the Developer shall deliver copies of policies or certificates of insurance to the City evidencing compliance by the Developer with the insurance requirements of Section 5.10.

2.4.3 Before exercising any right a Party may have under this Section 2.4 to cancel the Escrow and terminate this Agreement, including the failure of Developer to timely deliver the Due Diligence Investigation Conclusion Notice, such Party shall notify the non-terminating Parties in writing of its election to terminate and shall, upon a non-terminating Party's request, which must be delivered, if at all, within three (3) days following its receipt of the terminating Party's notice of election to terminate, meet and confer with the non-terminating Parties for a period of thirty (30) days. During such time, the Parties shall meet as often as reasonably requested by any Party to negotiate, in good faith, methods and means by which the objectionable Due Diligence matter may be eliminated or mitigated. Nothing herein shall constitute an agreement, representation, or warranty by any Party that an acceptable resolution of the objectionable Due Diligence matter will be achieved, nor shall any Party be obligated to expend any funds or undertake any other action whatsoever with respect to such Due Diligence matter unless such obligation is reduced to a writing which is approved by all Parties, in their sole and absolute discretion, and this time period will extend the Due Diligence Period. If, at the end of such thirty (30) day period, the Parties have not been able to agree on a mutually acceptable method of resolving the objectionable Due Diligence matter, or if any proposed agreement is disapproved by the City Council, the Escrow shall be cancelled, this Agreement shall be terminated without liability to any Party, and the Parties shall proceed pursuant to Section 3.10. City, and staff and agents will reasonably cooperate with Developer's efforts to investigate the property at Developer's cost, including but not limited to: authorizing any City consultants with prior reports or findings, if any, to issue certificates of reliance on the prior reports to Developer, at Developer's costs and without warranty from or liability to City; authorizing such consultants and contractors, subject to the City's prior review and approval, to open up records, if any, to Developer, and/or provide copies (digital versions where available) of reports and findings, if any, to Developer or its consultants. Any such information provided to Developer shall be without warranty from or liability to City.

2.5 <u>City Obligations</u>.

2.5.1 Prior to the Permit Issuance Date, City shall, at its sole cost and expense, relocate any and all existing occupants of the Property.

2.5.2 Prior to the Permit Issuance Date, City shall, at its sole cost and expense, demolish the existing building on the Property, but no later than two hundred and seventy (270) days after approval of the DDA.

2.6 Developer to Obtain all Project Entitlements.

2.6.1 By the Construction Drawings Submittal Date, Developer shall submit to City staff and the City Council, for review, the following (collectively, the "**Plans and Specifications**"):

2.6.1.1 A proposed complete conceptual development plan for the Project on the Property that describes and depicts: (1) the location and placement of proposed buildings and (2) the architecture and elevations of the proposed buildings;

2.6.1.2 Proposed zoning change or changes to the City's General Plan, if any, necessary to accommodate the Project on the Property;

2.6.1.3 A list of potential users or tenants and anticipated lease rates and resale land prices for the Property, as developed with the Project;

2.6.1.4 A proposed time schedule and cost estimates for the development of the Project on the Property;

2.6.1.5 A proposed financing plan identifying financing sources for all private and public improvements proposed for the Project; and

2.6.1.6 A preliminary financial analysis demonstrating the costs and benefits to the City and the City regarding all construction, maintenance and operations of all proposed public improvements, the costs of additional or increased levels of public services and any new public revenues anticipated to be generated by the Project.

2.6.2 The City's zoning, building and land use regulations (whether contained in ordinances, the City's municipal code, conditions of approval, policies, practice or elsewhere) (collectively, the "**City Requirements**"), shall be applicable to the use and development of the Project on the Property by the Developer. The Developer acknowledges that all Plans and Specifications and any changes to the Plans and Specifications shall be subject to the City Requirements. No action by the City with reference to this Agreement or any related documents shall be deemed to constitute a waiver of any City Requirements regarding the Property, the Project, the Developer, any successor-in-interest of the Developer or any successor-in-interest to the Property. The City Requirements may only be changed or waived by modification or variance approved by the City and consistent with this Agreement. No entitlement, permit or other approval from the City for development of the Project on the Property (collectively, the "**Entitlements**") shall attach to any portion of the Property or otherwise become effective to allow the Developer to develop the Project on the Property until after the Developer owns fee title to that portion of the Property to which such Entitlement pertains. Under no circumstances shall the Developer commence development of any portion of the Project on the Property prior to the Developer owning fee title to the Property.

2.6.3 The approval of the Scope of Development shall not be binding on the City Council or the Planning Commission of the City regarding any approvals of the Project required by such bodies. The Developer obtains no right to develop the Project on the Property or any portion of the Property by virtue of this Agreement, except that following the Close of Escrow, the Developer shall possess the same rights as any other owner of property that desires to develop its property in a manner consistent with the City's General Plan. If any revisions of the Scope of Development are required by a Governmental Agency (other than the City) having jurisdiction over the Property or the Project, the Developer shall promptly make any such revisions that are generally consistent with the Scope of Development.

2.6.4 Notwithstanding any provision to the contrary in this Agreement, following the Close of Escrow, the Developer agrees to accept and comply fully with any and all conditions of approval applicable to all Entitlements. Developer will seek Entitlements consistent with the Plans and Specifications, but in the event such Entitlement conditions of approval require a greater than 10% adjustment or change to the number and size of units, or the layout, arrangement of any structures now on the Plans and Specifications, or as indicated in the Scope of Development, Developer shall notify the City.

2.6.5 Developer to Pay All Costs and Expenses. The Parties agree that the City shall not provide any financial assistance to the Developer in connection with the Project except as may be expressly set forth in this Agreement. The Developer shall be solely responsible for paying for the costs of all design work, construction, labor, materials, fees and permit expenses associated with the Project. The Developer shall pay any and all fees pertaining to the review and approval of the Project by the City, any other Governmental Agency and utility service providers, including the costs of preparation of all required construction, planning and other documents reasonably required by a Governmental Agency pertinent to the development or operation of the Project on the Property, including, but not limited to, specifications, drawings, plans, maps, permit applications, land use applications, zoning applications, environmental review and disclosure documents and design review documents. The Developer shall pay for any and all costs, including, but not limited to, the costs of design, construction, relocation and securing of permits for sewer or utility improvements and connections, that may be required in development of the Project, whether located on or off of the Property. Except as otherwise specified herein, Developer is not responsible for City's costs in reaching this Agreement, nor for attorneys fees, internal staff costs or hours expended by City staff, or other costs incurred by City during escrow, and any City costs not specifically made the Developer's responsibility are excluded. By no later than the Entitlement Application Date, the Developer shall apply to obtain any and all necessary Entitlements, and by no later than the Entitlement Obtainment Date obtain any and all necessary Entitlements, prior to the commencement of applicable portions of construction, and the Developer shall take reasonable precautions to ensure the safety and stability of surrounding properties during said construction. In accordance with this Section 2.6.5, Developer shall be responsible for the costs, or immediate reimbursement to the City upon delivery of an invoice for the costs, of the following:

2.6.5.1 all fees or expenses of engineers, architects, financial consultants, legal, planning or other consultants or contractors, retained by the Developer for any study, analysis, evaluation, report, schedule, estimate, environmental review, planning and/or design activities, drawings, specifications or other activity or matter relating to the Property or the Project or the negotiation of this Agreement that may be undertaken by the Developer;

2.6.5.2 all fees, charges and costs, make all deposits and provide all bonds or other security associated with the submission to and processing by the City of any and all applications and other documents and information to be submitted to the City by the Developer pursuant to this Agreement or otherwise associated with the Project; and

2.6.6 The Developer shall obtain all Entitlements, including but not limited to a condominium map for the Project, for use and development of the Project on the Property from each Governmental Agency, within the time period for such actions specifically set forth in the Schedule of Performance, subject to any extensions of time authorized by this Agreement upon the occurrence of an Unavoidable Delay.

2.6.7 The Developer will prior to close of escrow seek to obtain building permits issued by the City, and other governmental agencies as required, for construction of the Project to proceed. Parties hereto agree that the time for Developer to Close Escrow shall be extended until seven (7) days after such necessary building permits are issued for construction, or all needed plans for construction of the Project are fully approved by all required governmental agencies and have achieved "ready to issue permit" status. Developer may waive this condition and Close Escrow without such permits or "ready to issue" plans at its sole discretion.

ARTICLE III

ESCROW INSTRUCTIONS

3.1 Opening of Escrow. For purposes of this Agreement, the opening of Escrow shall be the first date on which a fully executed copy of this Agreement and Earnest Money Deposit are deposited with Escrow Holder ("**Escrow Opening Date**"). The Developer shall cause the Escrow to be opened within fourteen (14) days following the Effective Date. Escrow Holder shall promptly confirm in writing to each of the Parties the date of the Escrow Opening Date. This ARTICLE III shall constitute the joint escrow instructions of the City and the Developer to Escrow Holder for conduct of the Escrow to complete the purchase and sale of the Property between them, as contemplated in this Agreement.

3.2 Conditions to Close of Escrow. The conditions set forth below shall be satisfied or waived in writing by the respective benefited Party on or before the Escrow Closing Date or the Party benefited by any unsatisfied condition shall not be required to proceed to close Escrow.

3.2.1 Developer's Conditions to Close of Escrow. The Developer's obligation to purchase the Property from the City on the Escrow Closing Date shall be subject to the satisfaction of the following conditions precedent, each of which can only be waived in writing by the Developer:

3.2.1.1 The Developer agrees to accept the title to and conveyance of the Property, pursuant and subject to procedures in Sections 2.3 and 2.3;

3.2.1.2 The Developer delivers its Due Diligence Investigation Conclusion Notice to both the City and Escrow Holder indicating the Developer's unconditional acceptance of the condition of the Property, prior to the expiration of the Due Diligence Period;

3.2.1.3 The City's planning commission finds, pursuant to Government Code Section 65402, that the Project is consistent with the City's General Plan;

3.2.1.4 The Title Company is unconditionally committed to issue the Title Policy for the Property, subject to any Permitted Exceptions, to the Developer;

3.2.1.5 The City deposits the items into the Escrow required by Section 3.4;

3.2.1.6 The representations, warranties and covenants of the City set forth in Section 1.2.1 are true and correct in all material respects on the Effective Date and on the Escrow Closing Date;

3.2.1.7 The Developer has obtained all Entitlements, subject to conditions of approval acceptable to Developer in Developer's sole discretion, any applicable appeal period has expired without appeal having been filed or, if an appeal is filed, such appeal has been denied, and no legal action has been instituted against Developer or the City alleging the invalidity of such Entitlements; and

3.2.1.8 The City has completed all of its material obligations required by this Agreement to be completed prior to the Close of Escrow.

3.2.1.9 The City has issued approved Building Permits, or stamped and issued plans in "Ready to Issue Permits" status.

3.2.2 City's Conditions to Close of Escrow. The City's obligation to sell the Property to the Developer on or before the Escrow Closing Date shall be subject to the satisfaction of the following conditions precedent, which can only be waived in writing by the City:

3.2.2.1 The Developer agrees to accept the title to and conveyance of the Property, pursuant and subject to procedures in Sections 2.3 and 2.3;

3.2.2.2 The Developer delivers its Due Diligence Investigation Conclusion Notice to both the City and Escrow Holder indicating the Developer's unconditional acceptance of the physical condition of the Property, prior to the expiration of the Due Diligence Period;

3.2.2.3 The City's planning commission finds, pursuant to Government Code Section 65402, that the Project is consistent with the City's General Plan;

3.2.2.4 The City has taken the necessary actions to comply with CEQA;

3.2.2.5 The Title Company is unconditionally committed to issue the Title Policy for the Property, subject to any Permitted Exceptions, to the Developer;

3.2.2.6 The Developer submits to the City, at least five (5) business days prior to the Escrow Closing Date, evidence satisfactory to the City, in the City's reasonable

discretion, that the Developer has obtained all Entitlements, including but not limited to a condominium map if necessary, from each applicable Governmental Agency, including the City;

3.2.2.7 The Developer delivers to the City, at least thirty (30) days prior to the Escrow Closing Date, in form and substance acceptable to the City, the Financing Commitment(s) applicable to the Property;

3.2.2.8 The Developer obtains the City's approval of the Construction Loan and Construction Lender applicable to the Property, in accordance with Section 6.3, which approval shall not be unreasonably withheld;

3.2.2.9 The Developer has completed all of its material obligations required by this Agreement to be completed prior to the Close of Escrow;

3.2.2.10 The representations, warranties and covenants of the Developer set forth in Section 1.2.2 are true and correct in all material respects on the Effective Date and on the Escrow Closing Date; and

3.2.2.11 The Developer deposits the funds and items into the Escrow required by Section 3.3 for the Escrow.

3.3 Developer's Escrow Deposits. Following satisfaction or waiver of each of the Developer's conditions to Close of Escrow set forth in Sections 3.2.1, as applicable, the Developer shall deposit the following funds and documents into Escrow at least two (2) business days prior to the Escrow Closing Date in a writing delivered to the Parties:

3.3.1 Earnest Money Deposit. The Earnest Money Deposit, plus any additional funds required to be deposited into Escrow by the Developer under the terms of this Agreement to close the Escrow, all in immediately available funds.

3.3.2 PCO Statement. A PCO Statement executed by the authorized representative(s) of the Developer.

3.3.3 Acceptance of Grant Deed. The Certificate of Acceptance of the Deed, in the form attached to the Grant Deed, executed by the authorized representative(s) of the Developer in recordable form.

3.3.4 Notice of Agreement. The Notice of Agreement executed by the authorized representative(s) of the Developer in recordable form.

3.4 City's Escrow Deposits. Following satisfaction or waiver of each of the City's conditions to Close of Escrow set forth in Sections 3.2.2, as applicable, the City shall deposit the following documents into Escrow at least two (2) business days prior to the Escrow Closing Date:

3.4.1 Grant Deed. The Grant Deed executed by the authorized representative(s) of the City in recordable form.

3.4.2 FIRPTA Affidavit (City). The FIRPTA Affidavit completed and executed by the authorized representative(s) of the City.

3.4.3 Notice of Agreement. The Notice of Agreement executed by the authorized representative(s) of the City in recordable form.

3.5 Closing Procedure. When each of the Developer's Escrow required deposits, as set forth in Section 3.3, and each of the City's Escrow required deposits, as set forth in Section 3.4, are deposited into Escrow, Escrow Holder shall request confirmation in writing from both the City and the Developer that each of their respective conditions to the Close of Escrow, as set forth in Section 3.2, are satisfied or waived. Upon Escrow Holder's receipt of written confirmation from both the City and the Developer that each of their respective conditions to the Close of Escrow are either satisfied or waived, Escrow Holder shall close the Escrow for the Property by doing all of the following:

3.5.1 Recordation of Documents. File the following with the Office of the Recorder of the County, for recordation in the order set forth in Section 3.7 (i) the Grant Deed, with the Developer's certificate of acceptance attached, (ii) the Notice of Agreement, and (iii) if applicable, the Construction Loan Deed of Trust.

3.5.2 Distribution of Recorded Documents. Distribute each recorded document to the Party or person designated for such distribution in Section 3.7.

3.5.3 PCO Statement. File the PCO Statement with the Office of the Recorder of the County.

3.5.4 FIRPTA Affidavit. File the FIRPTA Affidavit with the United States Internal Revenue Service.

3.5.5 Title Policy. Obtain and deliver the Title Policy to the Developer, and deliver any lender title policy to the lender if applicable.

3.6 Close of Escrow. Close of Escrow shall occur no later than the tenth (10th) business day following Escrow Holder's receipt of written confirmation from both the City and the Developer of the satisfaction or waiver of all conditions precedent to the Close of Escrow for the Property (the "**Escrow Closing Date**"). If for any reason the Close of Escrow has not occurred by the Escrow Closing Date, then any Party not then in default of this Agreement may cancel the Escrow and terminate this Agreement, subject to the notice and cure provisions of Section 7.1 (to the extent applicable), without liability to any other Party or any other person for such termination and cancellation, by delivering written notice of termination to the other Party(ies) and Escrow Holder and, thereafter, the Parties shall proceed pursuant to Section 3.10 if the non-terminating Party is not in default or pursuant to Section 7.2 or 7.3 (as applicable) if the non-terminating Party is in default. Without limiting the right of any Party to terminate this Agreement, pursuant to the preceding sentence, if Escrow does not close on or before the Escrow Closing Date, and no Party has exercised its contractual right to cancel Escrow and terminate this Agreement before such time, then Escrow shall close as soon as reasonably possible following the first date on which Escrow Holder is in a position to close the Escrow pursuant to the terms and conditions of this Agreement.

3.7 Recordation and Distribution of Documents. As applicable, Escrow Holder shall cause the following documents to be recorded in the official records of the Recorder of the County in the following order of priority at the Close of Escrow: (i) the Grant Deed, with the Developer's certificate of acceptance attached, (ii) the Notice of Agreement; (iii) the Construction Loan Deed of Trust, if applicable, and (iv) any other documents to be recorded through Escrow upon the joint instructions of the Parties. All recorded documents shall provide that they are to be returned to Escrow Holder after recordation. When originals of such recorded documents are returned to Escrow Holder, Escrow Holder shall deliver: (i) the original Grant Deed, with the Developer's original certificate of acceptance attached, to the Developer and copies to the City, each showing all recording information, (ii) the original of the Notice of Agreement to the City, with copies to the Developer, each showing all recording information, (iii) the Construction Loan Deed of Trust to the Construction Lender for the Project, with copies to the Developer and the City, each showing all recording information, and (iv) the original of any other document recorded at the close of Escrow to the Party or other person designated in the joint escrow instructions of the Parties for such recordation and a copy of each such document to the other Party or Parties, each showing all recording information. If any construction lender requests that the original deed of trust be delivered elsewhere then that request will be honored by Escrow Holder.

3.8 Escrow Closing Costs, Taxes and Title Policy Premium. The City and the Developer shall each pay one-half (1/2) of the Escrow fees and such other costs as Escrow Holder may charge for the conduct of the Escrow. Escrow Holder shall notify the Developer and the City of the costs to be borne by each of them at the Close of Escrow by delivering the Escrow Holder's estimated closing/settlement statement to both the City and the Developer at least four (4) business days prior to the Escrow Closing Date. The City shall pay the premium charged by the Title Company for the standard Title Policy for the Property, exclusive of any endorsements or other supplements to the coverage of such Title Policy that may be requested by the Developer, as well as documentary transfer taxes and any and all other charges, fees and taxes levied by a Governmental Authority relative to the conveyance of any portion of the Property through the Escrow transaction contemplated in this Agreement. The City shall pay any City and/or County and/or state transfer taxes calculated on the value of the Property if any are charged. The Developer shall pay any and all recording fees relative to the conveyance of any portion of the Property through the Escrow transaction contemplated in this Agreement.

3.9 Escrow Cancellation Charges. If the Escrow fails to close due to either the City's material default under this Agreement and the Escrow is cancelled and this Agreement is terminated, the City shall pay all ordinary and reasonable Escrow and title order cancellation charges. If the Escrow fails to close due to the Developer's material default under this Agreement and the Escrow is cancelled and this Agreement is terminated, the Developer shall pay all ordinary and reasonable Escrow and title order cancellation charges. If the Escrow fails to close for any reason other than the material default of either the Developer or the City and the Escrow is cancelled and this Agreement is terminated, the Developer and the City shall each pay one-half (1/2) of any ordinary and reasonable Escrow and title order cancellation charges.

3.10 Escrow Cancellation. If this Agreement is terminated and the Escrow cancelled pursuant to a contractual right granted to a Party in this Agreement to terminate this Agreement and cancel the Escrow, other than due to the material default of another Party, the Parties shall do each of the following:

3.10.1 Cancellation Instructions. The Parties shall, within three (3) business days of receipt of Escrow Holder's written request, execute any reasonable Escrow cancellation instructions requested by Escrow Holder;

3.10.2 Return of Funds and Documents. Within ten (10) days of receipt by the Parties of a settlement statement of Escrow and title order cancellation charges from Escrow Holder: (i) the Developer or Escrow Holder shall return to the City any documents previously delivered by the City to the Developer or Escrow Holder, (ii) the City or Escrow Holder shall return to the Developer all documents previously delivered by the Developer to the City or Escrow Holder; (iii) Escrow Holder shall return to the Developer any funds deposited by Developer into Escrow, including the Earnest Money Deposit (subject to Section 2.2), less the Developer's share of customary and reasonable Escrow and title order cancellation charges, if any; and (iv) Escrow Holder shall return to the City any funds deposited by City into Escrow if it has already been deposited, less the City's share of customary and reasonable Escrow and title order cancellation charges, if any.

3.11 Report to IRS. Following the Close of Escrow and prior to the last date on which such report is required to be filed with the Internal Revenue Service, if such report is required pursuant to Section 6045(e) of the Internal Revenue Code, Escrow Holder shall report the gross proceeds of the purchase and sale of the Property to the Internal Revenue Service on Form 1099-B, W-9 or such other form(s) as may be specified by the Internal Revenue Service pursuant to Section 6045(e). Upon the filing of such reporting form with the Internal Revenue Service, Escrow Holder shall deliver a copy of the filed form to the City and the Developer.

ARTICLE IV

PROJECT DEVELOPMENT

4.1 Developer Covenant to Undertake Project. Upon Close of Escrow the Developer covenants, for itself, its successors and assigns, to and for the exclusive benefit of the City, that the Developer shall commence and complete the development of the Project on the Property within the time period for such actions set forth in the Schedule of Performance. Upon Close of Escrow the Developer covenants and agrees for itself, its successors, and assigns, that the Property shall be improved and developed with the Project in substantial conformity with the terms and conditions of this Agreement, the Scope of Development, the Schedule of Performance, any and all plans, specifications and similar development documents required by this Agreement, except for such changes as may be mutually agreed upon in writing by and among the Parties, and all applicable laws, regulations, orders and conditions of each Governmental Agency with jurisdiction over the Property or the Project. The covenants of this Section 4.1 shall run with the land of the Property until the earlier of the date of recordation of the Certificate of Completion or the fifteenth (15th) anniversary of the date of the Close of Escrow.

4.2 Developer Changes to Plans and Specifications During Course of Construction. The Developer shall have the right during the course of construction of the Project to make "**minor field changes**," without seeking the approval of the City, if such changes do not affect the type of use to be conducted within all or any portion of a structure. "**Minor field changes**" shall be defined as those changes from the approved Plans and Specifications that have

no substantial effect on the Project or are made in order to expedite the work of construction in response to field conditions. The Developer shall submit all other changes, i.e. those changes which are not **"minor field changes"**, to the City for its review and approval no less than fifteen (15) days prior to the date that the Developer intends to implement such changes. The City shall have ten (10) days from its receipt of such proposed changes to review the same and advise the Developer in writing whether such changes are acceptable to the City in its reasonable discretion. Any proposed changes which are not disapproved by the City within such ten (10) day period shall be deemed approved. Nothing contained in this Section 4.2 shall be deemed to constitute a waiver of or change in the City Requirements governing "**minor field changes**" or other changes or in any approvals by the City otherwise required for "**minor field changes."** or other changes.

4.3 Construction Start and Completion of Project. The Developer shall commence construction of the Project in accordance with the Schedule of Performance and, thereafter, shall diligently proceed to complete the construction of the Project in a good and workmanlike manner in substantial conformity with the approved plans, specifications, and conditions for the Project approved by the City and the Schedule of Performance. The Developer shall obtain a Certificate of Completion on or before the Project Completion Date subject to extension for unavoidable delays. The Developer will, promptly upon completion of construction of the Project, cause the Project to be inspected by each Governmental Agency with jurisdiction over the Project, shall correct any defects and deficiencies that may be disclosed by any such inspection and shall cause to be duly issued all occupancy certificates and other licenses, permits and authorizations necessary for the operation and occupancy of the completed Project. The Developer shall do and perform all of the foregoing acts and things and cause to be issued and executed all such occupancy certificates, licenses, and authorizations for the Project on or before the date set forth therefor in the Schedule of Performance as the completion date for the Project. After commencement of the work of improvement of the Project, the Developer shall not permit the work of improvement of the Project to cease or be suspended for a time period in excess of thirty (30) consecutive calendar days, subject to Unavoidable Delays.

4.4 Compliance with Laws. All work performed in connection with the development of the Project shall comply with all Governmental Requirements.

4.5 Schedule of Performance. The Schedule of Performance establishes various dates and times for the accomplishment of various tasks assigned to the City and the Developer and the satisfaction of the conditions precedent to the close of the Escrow. The Parties agree that time is of the essence in the performance of such tasks and the satisfaction of conditions precedent, in view of the large investment of resources that all Parties recognize will be required for assembly of the Property and the undertaking of the Project. If the date or time for the performance of a task or the satisfaction of a condition, as set forth in either the text of this Agreement or in the Schedule of Performance, may not be achieved, then prior to such date or time set forth in the text of this Agreement or the Schedule of Performance, the Parties shall consider whether a modification to the text of this Agreement or to the Schedule of Performance is warranted. Any decision to approve a modification to a time or date established in either the text of this Agreement or the Schedule of Performance shall be subject to the sole discretion of each Party. Any modification of a time or date for performance of a particular task or satisfaction of a particular condition that does not result in a change of more than one hundred eighty (180) days may be approved on behalf of the City by the City Manager, in his or her reasonable discretion. A modification of a time or date for

performance of a task or satisfaction of a condition (or a series of such modifications) that results in an aggregate change of more than one hundred eighty (180) days shall be subject to the approval of the City Council, in its sole and absolute discretion. If performance of a task or satisfaction of a condition in the Schedule Performance is prevented or delayed by Unavoidable Delays, the deadline for completion of such task or satisfaction of such condition shall be extended by the period of such Unavoidable Delays.

4.6 Developer Attendance at City Meetings. The Developer agrees to have one or more of its employees or consultants who are knowledgeable regarding this Agreement and the development of the Project, such that such person(s) can meaningfully respond to City questions regarding the progress of the Project, attend City Council meetings, when requested to do so on not less than ten (10) days prior written notice by City staff.

4.7 City's Right to Inspect Project and Property. Officers, employees, agents and representatives of the City shall have the right of reasonable access to the Property, without the payment of charges or fees, during normal construction hours, during the period of construction of the Project. Such officers, employees, agents or representatives of the City shall be those persons who are designated by the City Manager. Any and all officers, employees, agents or representatives of the City who enter the Property shall identify themselves at the construction management office on the Property, upon their entrance on to the Property, and shall at all times be accompanied by a representative of the Developer, while on the Property. The Developer shall make a representative of the Developer available for this purpose at all times during normal construction hours, upon reasonable notice from the City which is to be no less than two (2) business days in advance. The City shall indemnify and hold the Developer harmless from injury, property damage or liability arising out of the exercise by the City of the right of access to the Property provided in this Section 4.7, other than injury, property damage or liability arising from the negligence or willful misconduct of the Developer or its officers, agents or employees. The City shall inspect relevant portions of the Property, prior to issuing any written statements reflecting adversely on the Developer's compliance with the terms and conditions of this Agreement pertaining to development of the Project. If in the City's reasonable judgment it is necessary, the City shall have the further right, from time to time, to retain a consultant or consultants to inspect the Project and verify compliance by the Developer with the provisions of this Agreement. The Developer acknowledges and agrees that any such inspections are for the sole purpose of protecting the City's rights under this Agreement, are made solely for the City's benefit, that the inspections may be superficial and general in nature, and are for the purposes of informing the City of the progress of the Project and the conformity of the Project with the terms and conditions of this Agreement, and that the Developer shall not be entitled to rely on any such inspection(s) as constituting an approval, satisfaction or acceptance of any materials, workmanship, conformity of the Project with this Agreement or otherwise. The Developer agrees to make its own regular inspections of the work of construction of the Project to determine that the quality of the Project and all other requirements of the work of construction of the Project are being performed in a manner satisfactory to the Developer. The Developer also agrees to immediately notify the City in writing should the Developer's inspections show any matters that will prevent the entire Project from being completed by the Project Completion Date set forth therefore in the Schedule of Performance. Without limiting the foregoing, the Developer shall permit the City upon reasonable notice to examine and copy all books and account records and other papers relating to the Property and the construction of the Project. The Developer will use commercially reasonable efforts to cause all

contractors, subcontractors and materialmen to cooperate with the City to enable such examination.

4.8 Cost of Construction. The cost and expense of undertaking and completing the Project, including, without limitation, constructing all legally imposed on- and off-site improvements, and providing all utilities therefor, shall be borne by Developer at its sole cost, expense and liability. Developer shall be solely responsible for payment of all City land use, construction, inspection, plan check and development impact fees (collectively, "**Development Fees**") imposed by the City with respect to the development of the Project. Developer shall bear all costs and expenses associated with the processing and obtaining of the Entitlements and shall bear all costs and expenses (except to the extent expressly set forth otherwise in this Agreement), associated with any and all terms, conditions, requirements, mitigation measures and other exactions imposed on, or required in connection with, the Entitlements.

4.9 Prevailing Wages.

4.9.1 The Developer acknowledges that the City has not made any representation, express or implied, to the Developer or any person associated with the Developer regarding whether or not laborers employed relative to the construction of the Project must be paid the prevailing per diem wage rate for their labor classification, as determined by the State of California, pursuant to Labor Code Sections 1720, et seq. The Developer agrees with the City that the Developer shall assume the responsibility and be solely responsible for determining whether or not laborers employed relative to the construction of the Project must be paid the prevailing per diem wage rate for their labor classification.

4.9.2 The Developer, on behalf of itself, its successors, and assigns, waives and releases the City from any right of action that may be available to it pursuant to Labor Code Sections 1726 and 1781. The Developer acknowledges the protections of Civil Code Section 1542 relative to the waiver and release contained in this Section 4.9, which reads as follows:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

BY INITIALING BELOW, THE DEVELOPER KNOWINGLY AND VOLUNTARILY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY IN CONNECTION WITH THE WAIVERS AND RELEASES OF THIS SECTION 4.9.2.

_____

Developer's Initials

4.9.3 Additionally, in accordance with Section 7.7, the Developer shall indemnify, defend with counsel acceptable to the City and hold the City harmless against any

claims pursuant to Labor Code Sections 1726 and 1781 arising from this Agreement or the construction or operation of the Project.

4.10 Certificate of Completion.

4.10.1 Following the substantial completion of construction of the Project, and upon written request from the Developer for issuance of a Certificate of Completion for the Project, the City shall inspect the Project to determine whether or not the Project has been substantially completed in compliance with this Agreement. If the City determines that the Project is complete and in compliance with this Agreement, the City Manager shall furnish the Developer with a Certificate of Completion for the Project. If the City determines that the Project is not in compliance with this Agreement, the City Manager shall send written notice of each non-conformity to the Developer. Upon issuance of the final certificate of occupancy for the development of the Project, based on the plans submitted by the Developer to the City, the City shall furnish the Developer with a Certificate of Completion for the Project. Until the issuance of the Certificate of Completion, the City shall retain a right of reverter in the Property pursuant to Section 7.6. The City shall not unreasonably interfere with the usual inspections by City agencies or other typical governmental inspections related to requirements for a certificate of occupancy.

4.10.2 The City shall not unreasonably withhold the issuance of a Certificate of Completion. A Certificate of Completion shall be evidence of the City's conclusive determination of satisfactory completion of the Project to which it pertains pursuant to the terms of this Agreement. After the recordation of a Certificate of Completion for the Project, any person then owning or thereafter purchasing, leasing or otherwise acquiring any interest in the Property improved with the Project shall not (because of such ownership, purchase, lease or acquisition) incur any obligation or liability under this Agreement regarding construction or installation of the Project except that such person shall be bound by any reservations, covenants, conditions, restrictions and other interests recorded against the Property pursuant to this Agreement and the Grant Deed.

4.10.3 If the City fails or refuses to issue a Certificate of Completion following written request from the Developer within fifteen (15) calendar days of the Developer's written request or within three (3) calendar days after the next regular meeting of the City Council, whichever date occurs later, the City shall provide the Developer with a written statement setting forth the reasons for the City's failure or refusal to issue a Certificate of Completion. The statement shall also contain the City's opinion of the action(s) the Developer must take to obtain a Certificate of Completion from the City. If the reason for the Developer's failure to complete the Project is confined to the immediate unavailability of specific items or materials for construction or landscaping at a price reasonably acceptable to the Developer or other minor building "**punch-list**" items, the City may issue its Certificate of Completion upon the posting of a bond or irrevocable standby letter of credit by the Developer in a form reasonably acceptable to the City in an amount representing the fair value of the work on the Project remaining to be completed, as reasonably determined by the City. If the City fails to provide such written statement, within the specified time period, the Developer shall be deemed conclusively and without further action of the City to have satisfied the requirements of this Agreement with respect to the Project, as if a Certificate of Completion had been issued by the City pursuant to this Agreement.

4.10.4 A Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of the Developer to any holder of a mortgage, or any insurer of a mortgage securing money loaned to finance the Project, or any parts thereof. A Certificate of Completion shall not be deemed to constitute a notice of completion under Section 3093 of the California Civil Code, nor shall it act to terminate the continuing covenants, restrictions or conditions contained in the Grant Deed or any other instruments recorded against the Property pursuant to this Agreement. A Certificate of Completion is not evidence of the compliance of the Project with any City Requirements or any building code, conditions of approval, land use, zoning or other requirements of the City or any Governmental Agency with jurisdiction over the Property, other than the City.

ARTICLE V

DEVELOPER COVENANTS

5.1 Covenant to Maintain Property on Tax Rolls. The Developer for itself, its successors and assigns to all or any part or portion of the Property and/or Project, covenants and agrees that after Close of Escrow:

5.1.1 The entire Property shall remain on the County secured real property tax rolls for twenty years from the date of issuance of a certificate of occupancy for the Project.

5.1.2 The Developer shall pay all property tax bills with respect to the Property and all improvements thereon on or before the last day for the timely payment of each property tax installment during such time period and to timely pay all supplemental tax bills regarding the Property issued by the County. Nothing herein shall prohibit Developer, or current owner from making property tax payments pursuant to any tax collector approved payment plan. The Developer further covenants and agrees to provide to the City, on or before July 31 of each year, commencing in the calendar year following the calendar year in which a Certificate of Completion is recorded and in each calendar year, thereafter, for the full term of this covenant: (i) a true and correct copy of all property tax assessment notices, property tax bills and property tax assessment correspondence by and between the Developer and the County regarding the Property and all improvements thereon, with respect to the preceding fiscal year of the County, and (ii) cancelled checks issued or other proof of payment by the Developer in payment of all property tax payments that are made to the County regarding the Property and all improvements thereon (or other reasonably acceptable evidence of such payment), with respect to the preceding County fiscal year.

5.1.3 The covenants of this Section 5.1 shall run with the land of the Property, shall be enforceable against the Developer and its successors and assigns, and shall be covenants set forth in the Grant Deed.

5.2 No Conveyance to Tax Exempt Entity. The Developer for itself, its successors and assigns to all or any part or portion of the Property and/or Project, covenants and agrees that:

5.2.1 The Developer shall not use or otherwise sell, transfer, convey, assign, lease, leaseback or hypothecate the Property, the Project, or any portion of any of the foregoing to

any entity or person, or for any use of the Property, the Project, or any portion of any of the foregoing, that is partially or wholly exempt from the payment of real or personal property taxes or that would cause the exemption of the payment of all or any portion of real or personal property taxes otherwise assessable regarding the Property, the Project, or any portion of any of the foregoing, without the prior written consent of the City, which may be withheld in the City's sole and absolute discretion for a period of 20 years from the date of issuance of the Certificate of Completion for the Project by the City.

5.2.2 If the Property, or any portion of the Property, shall be conveyed, transferred or sold to any entity or person that is partially or wholly exempt from the payment of real or personal property taxes otherwise assessable against the Property, or any portion thereof (each, a "Tax-Exempt Entity"), without the prior written consent of the City, then, at the City's election and in addition to all other remedies available to the City under this Agreement or at law or in equity, the Developer or its successor or assigns shall pay to the City a fee in lieu of payment of such taxes each year in an amount determined by the City to be one percent (1%) of the "**full cash value**" of the Property, or portion thereof, as may be subject to such exemption from payment of real or personal property taxes. The City's determination of "**full cash value**" for in-lieu payment purposes under this Section 5.2.2 shall be established by the City each year, if necessary, by reference to the real or personal property tax valuation principles and practices generally applicable to a county property tax assessor under Section 1 of Article XIIIA of the California Constitution. The City's determination of "**full cash value**" and that an in-lieu payment is due shall be conclusive on such matters. If the City determines that an amount is payable as an in-lieu payment under this Section 5.2.2 in any tax year, then such amount shall be paid to the City for that tax year within forty-five (45) days following transmittal by the City to the Developer or its successor or assigns of an invoice for payment of the in-lieu amount. Notwithstanding anything contrary to the foregoing, Developer shall not responsible for any in-lieu amounts if (a) the City consents to Transfer of the Project to a non-Tax-Exempt Entity which subsequently becomes a Tax-Exempt Entity, or (b) a City-approved non-Tax-Exempt Entity to whom Developer Transfers the Property sells to a Tax-Exempt Entity or non-Tax-Exempt Entity which subsequently becomes a Tax-Exempt Entity.

5.2.3 The covenants of this Section 5.2 shall run with the land of the Property, shall be enforceable against the Developer and its successors and assigns, and shall be covenants set forth in the Grant Deed.

5.3 Deleted.

5.4 Maintenance Condition of the Property. The Developer for itself, its successors and assigns to all or any part or portion of the Property and/or Project, covenants and agrees that after Close of Escrow:

5.4.1 The areas of the Property that are subject to public view (including all existing and future improvements, paving, walkways, landscaping, exterior signage and ornamentation) shall be maintained in good repair and a neat, clean and orderly condition, ordinary wear and tear excepted. If there is an occurrence of an adverse condition on any area of the Property that is subject to public view in contravention of the general maintenance standard described above (a "**Maintenance Deficiency**"), then the City shall notify the Developer in writing of the

Maintenance Deficiency. If the Developer fails to cure or commence and diligently pursue to cure the Maintenance Deficiency within thirty (30) days of its receipt of notice of the Maintenance Deficiency, the City shall have the right to enter the Property and perform all acts necessary to cure the Maintenance Deficiency, or to take any other action at law or in equity that may then be available to the City to accomplish the abatement of the Maintenance Deficiency. Any sum expended by the City for the abatement of a Maintenance Deficiency on the Property pursuant to this Section 5.4.1 shall become a lien on the Property, as applicable. If the amount of the lien is not paid within thirty (30) days after written demand for payment from the City to the Developer, the City shall have the right to enforce the lien in the manner provided in Section 5.4.3.

5.4.2 Graffiti, as this term is defined in Government Code Section 38772, that has been applied to any exterior surface of a structure or improvement on the Property that is visible from any public right-of-way adjacent or contiguous to the Property, shall be removed by the Developer by either painting over the evidence of such vandalism with a paint that has been color-matched to the surface on which the paint is applied, or graffiti may be removed with solvents, detergents or water, as appropriate. If any such graffiti is not removed within five (5) days following the time of the discovery of the graffiti, the City shall have the right to enter the Property and remove the graffiti, without notice to the Developer. Any sum reasonably expended by the City for the removal of graffiti from the Property pursuant to this Section 5.4.2, shall be a lien on the Property. If the amount of the lien is not paid within thirty (30) days after written demand to the Developer from the City, the City shall have the right to enforce its lien in the manner provided in Section 5.4.3.

5.4.3 The Parties further mutually understand and agree that the rights conferred upon the City under this Section 5.4 expressly include a grant by the Developer of a security interest in the Property with the power to establish and enforce a lien or other encumbrance against the Property or any portion thereof, in the manner provided under Civil Code Sections 2924, 2924b and 2924c, to secure the obligations of the Developer and it successors under Section 5.4.1 or Section 5.4.2, including the reasonable attorneys' fees and costs of the City associated with the abatement of a Maintenance Deficiency or removal of graffiti. For the purposes of the preceding sentence the words "reasonable attorneys' fees and costs of the City" mean and include the salaries, benefits and costs of the City Attorney and the lawyers employed in the Office of the City Attorney. Said security interest will not be enforced without providing Developer an additional notice and thirty (30) days opportunity to pay all costs, interest, and fees due and owing to the City.

5.4.4 The provisions of this Section 5.4, shall be a covenant running with the land of the Property, shall be enforceable against the Developer and its successors and assigns, and shall be covenants set forth in the Grant Deed, but said covenants under section 5.4 shall expire and be of no further force and effect after the Certificate of Completion has been issued. Nothing in the foregoing provisions of this Section 5.4 shall be deemed to preclude the Developer from making any alteration, addition, or other change to any structure or improvement or landscaping on the Property, provided that any such changes comply with applicable zoning and building regulations of the City. The expiration of the Covenant on completion does not restrict City from enforcement of any other laws related to public or private nuisances, graffiti removal, or from issuing notices of violations of any City or state code regarding health and safety, building codes or similar codes.

5.5 Obligation to Refrain from Discrimination. The Developer for itself, its successors and assigns to all or any part or portion of the Property and/or Project, covenants and agrees that:

5.5.1 There shall be no discrimination against or segregation of any person, or group of persons, on account of sex, marital status, race, color, religion, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property nor shall the Developer, itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sub-tenants, sub-lessees or vendees of the Property. The covenant of this Section 5.5 shall run with the land of the Property and shall be enforceable against the Developer and its successors and assigns in perpetuity and be a covenant in the Grant Deed and the Notice of Agreement.

5.5.2 The covenant of this Section 5.5 shall run with the land of the Property in perpetuity, shall be enforceable against the Developer and its successors and assigns, and shall be covenants set forth in the Grant Deed.

5.6 Form of Non-Discrimination and Non-Segregation Clauses. The Developer for itself, its successors and assigns to all or any part or portion of the Property and/or Project, covenants and agrees that:

5.6.1 The Developer, such successors and such assigns shall refrain from restricting the sale, lease, sublease, rental, transfer, use, occupancy, tenure or enjoyment of the Property (or any portion thereof) on the basis of sex, marital status, race, color, religion, creed, ancestry or national origin of any person. All deeds, leases or contracts pertaining to the Property shall contain or be subject to substantially the following non-discrimination or non-segregation covenants:

5.6.1.1 In deeds: "The grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sub-tenants, sub-lessee, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

5.6.1.2 In leases: "The Lessee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of

discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants lessees, sub-lessee, sub-tenants, or vendees in the premises herein leased."

5.6.1.3 In contracts: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed or leased, nor shall the transferee or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sub-lessees, sub-tenants, or vendees of the premises herein transferred." The foregoing provision shall be binding upon and shall obligate the contracting party or parties and any subcontracting party or parties, or other transferees under the instrument.

5.6.2 The covenant of this Section 5.6 shall run with the land of the Property in perpetuity, shall be enforceable against the Developer and its successors and assigns, and shall be covenants set forth in the Grant Deed.

5.7 Survival of Special Development Covenants. All of the covenants set forth in ARTICLE V, inclusive, shall be a covenant running with the land of the Property and each such special development covenant shall survive the Close of Escrow, execution and recordation of the Grant Deed, and issuance and recordation of any Certificate of Completion for the time period specifically set forth in each such special development covenant, except as expressly limited otherwise above. The Parties acknowledge that although the special development covenants apply to the entirety of the Property, portions of the Project and Property may, in accordance with the Permitted Transfer requirements, be sold or otherwise transferred to various successors and assigns of the Developer. Accordingly, the City agrees that with respect to enforcement of any of the special development covenants, it is understood and agreed that, in the event of a breach of any of the special development covenants, the City will seek to enforce those covenants only against the then-current owner(s) of that portion of the Property which is not in compliance with any one or more the special development covenants. No owner of any portion of the Property which is in compliance with the special development covenants shall be liable for the breach of any of the special development covenants by any other owner of any other portion of the Property; provided, however, that the foregoing shall not preclude City from seeking damages against any prior owner of any portion of the Property if, during the tenure of such owner's ownership, such owner's portion of the Property was not in compliance with any one or more of the special development covenants.

5.8 Developer Covenant to Defend this Agreement. The Developer acknowledges that the City is a "**public entity**" and/or "**public agency**" as defined under applicable California law. Therefore, the City must comply with certain California statutes relating to the actions of public entities and public agencies. Also, as a public body, the City's action in approving this Agreement may be subject to proceedings to invalidate this Agreement or mandamus. The Developer assumes the risk of delays and damages and costs that may result to or be incurred by the Developer from any third-party legal actions related to the City's approval of this Agreement or the pursuit of the activities contemplated by this Agreement, even in the event that an error, omission or abuse of discretion by the City is determined to have occurred. If a third-party asserts a claim, including, in the case of a government entity, a notice of violation, against the City or

Developer regarding the City's approval of this Agreement or the pursuit of the activities contemplated by this Agreement, the City may terminate this Agreement on thirty (30) days' written notice to the Developer of the City's intent to terminate this Agreement, referencing this Section 5.8, without any further obligation to perform the terms of this Agreement and without any liability to the Developer resulting from such termination, unless the Developer unconditionally agrees to indemnify and defend the City, with legal counsel acceptable to the City, against such third-party legal action, as provided in the next sentence. Within thirty (30) days of receipt of the City's notice of intent to terminate this Agreement, as provided in the preceding sentence, the Developer may offer to defend the City, with legal counsel reasonably acceptable to the City, in the third-party legal action and pay all of the court costs, attorney fees, monetary awards, sanctions, attorney fee awards, expert witness and consulting fees, and the expenses of any and all financial or performance obligations resulting from the disposition of the legal action. Any such offer from the Developer must be in writing and reasonably acceptable to the City in both form and substance. Notwithstanding the foregoing, City may not cancel or terminate this Agreement on the basis of the assertion by a third party of a claim related to the Surplus Land Act (Government Code section 54220 et seq. through and including 54234) (the "SLA" and such a claim, an "SLA Claim"). In the event an SLA Claim demands, seeks or places restrictions on use of the Property which were not contemplated in this Agreement, then Developer may terminate this Agreement on thirty (30) days written notice, presuming said notice is served before Close of Escrow. Developer shall promptly notify the City following its receipt or knowledge of any notice of violation, claim, action, or proceeding initiated by the State of California, (or third party asserting such violations as a Qui Tam or otherwise acting as a private attorney general), and the Developer shall reasonably and in good faith cooperate in the City's defense. Notwithstanding anything to the contrary in this Agreement and for the avoidance of doubt, nothing contained in this Section 5.8 shall be deemed or construed to be an express or implied admission that the City is liable to the Developer or any other person or entity for damages alleged from any alleged or established failure of the City to comply with any statute, including, without limitation, CEQA and the SLA. Either Party's defense of such third party actions as described in this Section 5.8 shall constitute an Unavoidable Delay.

5.9 Environmental Indemnity of the City by the Developer. The Developer agrees that after Close of Escrow, at its sole cost and expense, to fully indemnify, protect, hold harmless, and defend (with counsel selected by the Developer and approved by the City) the City and its commissions, agents, attorneys, officers, employees, and authorized representatives (collectively, the "**Indemnified Parties**"), from and against any and all claims, demands, damages, losses, liabilities, obligations, penalties, fines, actions, causes of action, judgments, suits, proceedings, costs, disbursements and expenses, including, without limitation, attorney fees, disbursements and costs of attorneys, environmental consultants and other experts, and all foreseeable and unforeseeable damages or costs of any kind or of any nature whatsoever (collectively, "**Environmental Claims**") that may, at any time, be imposed upon, incurred or suffered by, or claimed, asserted or awarded against, the Indemnified Parties, directly or indirectly relating to or arising from any of the following "**Environmental Matters**" existing or occurring during or arising from the Developer's ownership of the Property or construction or operation of the Project:

5.9.1 The presence of Hazardous Materials on, in, under, from or affecting all or any portion of the Property or the Project.

5.9.2 The storage, holding, handling, release, threatened release, discharge, generation, leak, abatement, removal or transportation of any Hazardous Materials on, in, under, from or affecting the Property or the Project.

5.9.3 The violation of any law, rule, regulation, judgment, order, permit, license, agreement, covenant, restriction, requirement or the like by the Developer, its agents or contractors, relating to or governing in any way Hazardous Materials on, in, under, from or affecting the Property or the Project.

5.9.4 The failure of the Developer, its agents or contractors, to properly complete, obtain, submit and/or file any and all notices, permits, licenses, authorizations, covenants and the like in connection with the Developer's activities on the Property or regarding the Project.

5.9.5 The implementation and enforcement by the Developer, its agents or contractors of any monitoring, notification or other precautionary measures that may, at any time, become necessary to protect against the release, potential release or discharge of Hazardous Materials on, in, under, from or affecting the Property or the Project.

5.9.6 The failure of the Developer, its agents or contractors, in compliance with all applicable Environmental Laws, to lawfully remove, contain, transport or dispose of any Hazardous Materials existing, stored or generated on, in, under or from the Property or the Project.

5.9.7 Any investigation, inquiry, order, hearing, action or other proceeding by or before any governmental agency in connection with any Hazardous Materials on, in, under, from or affecting the Property or the Project or the violation of any Environmental Law relating to the Property or the Project.

5.9.8 The Developer shall pay to the Indemnified Parties all costs and expenses including, without limitation, reasonable attorneys' fees and costs, incurred by the Indemnified Parties in connection with enforcement of the aforementioned environmental indemnity.

5.9.9 Nothing herein shall require Developer to protect, defend or indemnify the City from costs arising from actions by other governmental agencies including fines, or required contributions to remediation costs, or a pro-rated portion of the total costs, including attorneys' fees and consultant expenses if it is determined by a court of competent jurisdiction that the City itself was a generator of Hazardous Materials which is determined to have placed, released, or allowed migration of such materials onto or under the Property during a period of time prior to the execution of this Agreement. The term "generator" as used herein means that the City was directly involved in the use, placement, release, or migration of the Hazardous Materials.

5.10 Insurance. In order to protect the City and its commissions, agents, attorneys, officers, employees and authorized representatives (collectively, "**Additional Insureds**") against any and all claims and liability for death, injury, loss and damage resulting from the Developer's actions in connection with this Agreement, the Property, and the Project, the Developer shall secure and maintain the insurance coverage, described in and required by this Section 5.10. The City shall not have any obligation under this Agreement until the Developer provides the required

policies and/or certificates evidencing the insurance required by this Section 5.10 to the City and the City approves such evidence of insurance. The Developer shall pay any deductibles and self-insured retentions under all insurance policies issued in satisfaction of the terms of this Agreement. Developer shall retain all insurance policies as set forth in this Section 5.10 until recordation of the Certificate of Completion.

5.10.1 Workers' Compensation Insurance Requirement. The Developer shall submit written proof that the Developer is insured against liability for workers' compensation in accordance with the provisions of Section 3700 of the Labor Code. By executing this Agreement, the Developer makes the following certification, required by Section 1861 of the Labor Code:

> "I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of the Agreement."

The Developer shall require each contractor and sub-contractor performing work on the Project to provide workers' compensation coverage for all of such contractor's or sub-contractor's employees, unless the contractor's or sub-contractor's employees are covered by workers' compensation insurance provided by the Developer. If any class of employees engaged in work or services performed in connection with the Project is not covered by Labor Code Section 3700, the Developer shall provide and/or require each contractor or sub-contractor to provide adequate workers' compensation insurance covering such employees. Each workers' compensation policy procured pursuant to this Section 5.10.1 shall contain a full waiver of subrogation clause in favor of the Additional Insureds.

5.10.2 Liability and Permanent Insurance Requirements.

5.10.2.1 The Developer shall maintain or cause to be maintained in full force and effect, until the issuance of the Certificate of Completion, subject to Section 5.10.2.4, the following insurance coverage:

5.10.2.1.1 Commercial General Liability Insurance coverage, including, but not limited to, Premises-Operations, Contractual Liability Insurance (specifically covering all indemnity obligations of the Developer pursuant to this Agreement), Products-Completed Operations Hazards, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of the construction of the Project and/or the Developer's operations concerning the Property or the Project. The commercial general liability insurance coverage shall have minimum limits for Bodily Injury and Property Damage liability of TWO MILLION DOLLARS ($2,000,000) each occurrence and FOUR MILLION DOLLARS ($4,000,000) aggregate.

5.10.2.1.2 Developer will require the general contractor and subcontractors to obtain Automobile Liability Insurance against claims of Personal Injury

(including bodily injury and death) and Property Damage covering all owned, leased, hired and non-owned vehicles used by the Developer with minimum limits for Bodily Injury and Property Damage of ONE MILLION DOLLARS ($1,000,000) each occurrence. Such insurance shall be provided by a business or commercial vehicle policy.

5.10.2.1.3 If the Developer hires a consultant to provide design services, such as architectural or engineering services in connection with the Project, or any portion of the Project, the Developer shall require each such consultant to provide Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of such design services, with limits of not less than ONE MILLION DOLLARS ($1,000,000).

5.10.2.1.4 Upon acceptance of the Project or any portion thereof, from each contractor, the Developer shall maintain Fire and Extended Coverage Insurance on the Project on a blanket basis or with an agreed amount clause in amounts not less than 100% of the replacement value of all portions of the Project so accepted.

5.10.2.2 During the construction of the Project, the Developer shall require that each contractor performing work on the Project maintain the following insurance coverage, as specified below, at all times during the performance of said work, or the Developer shall provide for such contractors "wrap" coverage, as specified below, at all times during the performance of said work:

5.10.2.2.1 The Developer shall maintain Builder's Risk Insurance to be written on an All Risk Completed Value form, in an aggregate amount equal to 100% of the completed insurable value of the Project or portion of the Project on which such contractor is performing work.

5.10.2.2.2 Each general contractor and each sub-contractor shall maintain Commercial General Liability Insurance with limits of not less than ONE MILLION DOLLARS ($1,000,000) per occurrence and TWO MILLION DOLLARS ($2,000,000) aggregate to protect the Developer during the construction of the Project from claims involving bodily injury and/or death and damage to the property of others.

5.10.2.2.3 Each general contractor and each sub-contractor shall maintain Automobile Liability Insurance against claims of personal injury (including bodily injury and death) and property damage covering all owned, leased, hired and non-owned vehicles used in the performance of the contractor's obligations with minimum limits for bodily injury and property damage of ONE MILLION DOLLARS ($1,000,000) each occurrence and TWO MILLION DOLLARS ($2,000,000) aggregate. Such automobile liability insurance shall be provided by a business or commercial vehicle policy.

5.10.2.3 The insurance required in Section 5.10.2.1 and Section 5.10.2.2 above shall include endorsements naming the Additional Insureds as additional insured for liability arising out of this Agreement and any operation related to this Agreement.

5.10.2.4 Any insurance coverage required under this Agreement shall not be written on a "claims made" basis, except the 5.10.2.1.3 professional liability insurance which

may be on a claims made basis. The applicable certificate of insurance must clearly provide that the coverage is on an "occurrence" basis. The requirements of this Section 5.10.2.4 shall survive any expiration or termination of this Agreement and the recordation of the Grant Deed and any Certificate of Completion.

5.10.2.5 Receipt by the City of evidence of insurance that does not comply with the above requirements shall not constitute a waiver of the insurance requirements of this Agreement.

5.10.2.6 Subject to Section 5.10.2.4, all of the insurance coverage required under this Section 5.10 shall be maintained by the Developer or its contractors, as required by the terms of this Agreement, until the issuance of the Certificate of Completion and requested not to be reduced, modified, or canceled without, at least, thirty (30) days prior written notice to the City. These insurance requirements in 5.10.2 may be met in part or in whole by an OCIP (Owner Controlled Insurance Program), Builder's Risk or other 'wrap' type policy even if the above paragraphs state 'each' contractor or subcontractor must have separate insurance. The Developer shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits are exhausted or upon insolvency of the insurer that issued the policy. If any notices of change, or cancellation are received Developer shall immediately notify the City, but requirements for "no changes without 30 days advance notice" may not be accepted by insurers, and minor variations in notice of cancellations clauses shall not be a breach of this Agreement. Failure of Developer to have replacement insurance meeting all requirements put in place prior to the cancellation date of any required insurance policy is a breach of this Agreement.

5.10.2.7 All insurance to be obtained and maintained by the Developer under this Section 5.10 shall be issued by a company or companies listed in the then current "Best's Key Rating Guide" publication with a minimum of an "A:VII" rating and be authorized to conduct business in the State of California, but said carriers may be 'non-admitted'.

5.10.2.8 The City will not accept self-insurance in satisfaction of the insurance requirements of this Section 5.10.

5.10.2.9 All insurance obtained and maintained by the Developer in satisfaction of the requirements of this Agreement shall be primary to and not contributing to any insurance maintained by the Additional Insureds.

5.10.2.10 Insurance coverage in the minimum amounts set forth in this Section 5.10 shall not be construed to relieve the Developer of any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the Additional Insureds from taking such other actions as are available to them under any other provision of this Agreement or otherwise at law.

5.10.3 Failure by the Developer to maintain all insurance coverage required by this Section 5.10 in effect shall be an Event of Default by the Developer. The City, at its sole option, may exercise any remedy available to them in connection with such an Event of Default. Alternatively, the City may, at its sole option, purchase any such required insurance coverage and

the City shall be entitled to immediate payment from the Developer for any premiums and associated costs paid by the City for such insurance coverage. Any election by the City to purchase or not to purchase insurance otherwise required to be carried by the Developer shall not relieve the Developer of its obligation to obtain and maintain the insurance coverage required by this Agreement.

ARTICLE VI

PROJECT FINANCING

6.1 Recordation of Construction Loan Deed of Trust. The Developer covenants to the City that, if Developer has arranged any secured Construction Loan, the Developer shall cause the Construction Loan Deed of Trust(s) to be recorded against the Property within sixty (60) days following the Close of Escrow.

6.2 Unauthorized Liens. Except as provided in Section 6.3, until recordation of the Certificate of Completion, the Developer shall not record, and shall not allow to be recorded, against the Property, or any portion thereof, any Lien not expressly authorized by this Agreement. Until recordation of the Certificate of Completion, the Developer shall remove, or shall have removed, any unauthorized Lien made or recorded against the Property or any portion of the Property, or shall assure the satisfaction thereof to the satisfaction of the City. After one hundred twenty (120) calendar days prior written notice to the Developer, the City shall have the right, but not the obligation, to satisfy any unauthorized Lien made or recorded prior to recordation of the Certificate of Completion and receive reimbursement from the Developer for any amounts paid or incurred in satisfying any such Lien, upon demand. Nothing in this Section 6.2, though, shall require the Developer to pay or make provisions for the payment of any tax, assessment, lien, or charge that the Developer is in the process of contesting the validity or amount thereof, in good faith, and so long as such contest shall not subject the Property, or any portion thereof, to forfeiture or sale.

6.3 Rights of Lenders and City Regarding Permitted Loans and Liens.

6.3.1 The City shall have the right of reasonable review and approval of any Lender from which the Developer proposes to obtain any Loan, whether or not such Loan is secured by a Lien against the Property or any portion thereof. The City shall not unreasonably withhold, condition or delay its approval of any proposed Lender or Loan. In deciding whether to give, condition or withhold such approval, the City may consider, among other matters, whether or not the proposed Lender is a state or federally chartered bank, savings and loan, or other financial institution which routinely provides construction financing to development projects such as the Project, whether the terms of the Loan are reasonable and customary when compared to the financing terms of similar development projects in the County, the size and financial strength of the proposed Lender, and what effect, if any, any changes requested by the Lender to either this Agreement or any of the exhibits to this Agreement may have upon the City's rights and remedies hereunder. In connection therewith, in any notice requesting approval of a proposed Lender and Loan, the Developer shall include a statement identifying any amendments, modifications, or other changes to this Agreement or its exhibits which the proposed Lender will request in connection with the Developer's obtaining of the Loan. The City agrees to reasonably consider, but shall not

be obligated to accept, any amendment, modification, or other change to this Agreement or any of the exhibits to this Agreement which materially restricts, diminishes, or burdens the City's rights and remedies.

6.3.2 Whenever the City delivers any notice or demand to the Developer regarding any breach or default by the Developer under this Agreement that, if not timely cured by the Developer, would entitle the City to terminate this Agreement, the City shall send a copy of such notice to each affected Lender of which the City has received notice and a contact address for transmittal of such notices. Whenever the City delivers any notice or demand to the Developer regarding any breach or default by the Developer under this Agreement that, if not timely cured by the Developer, would entitle the City to exercise its power of termination of the fee estate of all or any portion of the Property pursuant to Section 7.6, the City shall at the same time send a copy of such notice or demand to each affected Lender of which the City has received notice and a contact address for transmittal of such notice. Each affected Lender receiving a copy of any such notice shall have the right, at its option, to commence the cure or remedy of any such default of the Developer and to diligently and continuously proceed with such cure or remedy, within one hundred eighty (180) calendar days following its receipt of notice of the default. If a default of the Developer under this Agreement cannot, with diligence, be remedied or cured, or the remedy or cure of such default cannot be commenced, within such one hundred eighty (180) calendar day period, the Lender shall have such additional time as is reasonably necessary to remedy or cure such default of the Developer, but in no event beyond three hundred sixty five (365) calendar days following its receipt of notice of the default. If such default of the Developer can only be remedied or cured by the Lender upon obtaining possession of the Property, the Lender shall seek to obtain possession of the Property with diligence and continuity through a receiver or otherwise, and shall remedy or cure such default of the Developer within one hundred eighty (180) calendar days after obtaining possession of the Property. Nothing contained in this Agreement shall be deemed to permit or authorize any Lender to undertake or continue the construction of any portion of the Project (beyond the extent necessary to conserve or protect improvements or construction already made), without expressly assuming the Developer's obligations under this Agreement by written agreement approved by the City, in which the Lender agrees to complete, in the manner provided in this Agreement, the improvements to which the Lien or title of the Lender relates, which approval shall not unreasonably be withheld, delayed, or conditioned by the City.

6.3.3 In any case where, one hundred eighty (180) calendar days after delivery of notice of a default of the Developer under Section 6.3.2, an affected Lender has not exercised the option provided in Section 6.3.2 to construct the applicable portions of the Project, or has exercised the option, but has not proceeded diligently and continuously with construction, the City shall have the option, in the City's sole and absolute discretion, to purchase the Loan of such Lender and any security interest of such Lender under its Loan Documents by payment to the Lender of the amount of the unpaid Loan, including principal, accrued and unpaid interest, late charges, costs, expenses and other amounts payable to the Lender by the Developer under its Loan Documents and, if the ownership of the Property or any portion of the Property has previously vested in such Lender, the City, at its option but not as its obligation, shall be entitled to a conveyance of any title or interest in the Property vested in such Lender from such Lender.

6.3.4 After expiration of the one hundred eighty (180) calendar day period provided for in Section 6.3.3, any affected Lender may demand, in writing, that the City act to

exercise or forego the option granted in Section 6.3.3. If the City fails to exercise the right granted in Section 6.3.3 within sixty (60) calendar days from the date of the City's receipt of such written demand from a Lender, the City shall be conclusively deemed to have waived its right of purchase of that Lender's interest pursuant to Section 6.3.3.

6.3.5 In the event of a default or breach by the Developer under any Loan Documents, where the Lender has not exercised its option to complete the Project under Section 6.3.3, the City may cure the default of the Developer under the applicable Loan Documents, but is under no obligation to do so, prior to completion of any sale or foreclosure of the Property or any portion thereof under the applicable Loan Documents. The City shall be entitled to reimbursement from the Developer of all costs and expenses incurred by the City in curing any default of the Developer under any Loan Documents.

6.3.6 In any case where a Lender has acquired title to all or any portion of the Property or Project through foreclosure, deed in lieu of foreclosure, or any other means, and such Lender proposes to enter into an agreement to transfer the Property and/or Project, or any portion thereof, to a third party transferee, the Lender shall provide the City with written notice thereof, which notice shall include a reasonably detailed description of the terms and conditions of the proposed transaction. The City shall have the option, but not the obligation, to purchase the Property and/or Project on substantially the same terms as described in the Lender's notice, which option, if ever, shall be exercised by written notice from the City to the Lender within twenty (20) days following the City's receipt of the Lender's notice. If the City elects not to exercise its option, then, subject to Section 8.2.2, the Lender may complete the transaction described in its notice, provided that such transaction is closed on materially identical terms and conditions as those described in the Lender's notice to the City. If the Lender and third party transferee desire to materially amend the terms of their proposed transaction, the Lender shall give the City written notice of the proposed modifications and the City shall once again have the right to elect to acquire the Property and the Project (or portion thereof) on terms and conditions substantially similar to those modified terms. If, for any reason, the proposed transaction between the Lender and third party transferee fails to close within two hundred forty (240) days following the date on which the City first receives notice of the proposed transaction (or notice of the proposed modified transaction, whichever is later), then the City once again have the right to elect to acquire the Property and/or Project pursuant to this Section 6.3.6.

6.3.7 The restrictions set forth in this Section 6.3 shall remain in effect only until the recordation of the Certificate of Completion for the Project.

ARTICLE VII

DEFAULTS, REMEDIES AND TERMINATION

7.1 Defaults - General.

7.1.1 Subject to any extensions of time provided for in this Agreement, failure or delay by any Party to perform any term or provision of this Agreement shall constitute an "Event of Default" under this Agreement; provided, however, that if a Party otherwise in default commences to cure, correct or remedy such default, within thirty (30) calendar days after receipt

of written notice from the injured Party specifying such default, and shall diligently and continuously prosecute such cure, correction or remedy to completion (and where any time limits for the completion of such cure, correction or remedy are specifically set forth in this Agreement, then within said time limits), such Party shall not be deemed to be in default under this Agreement and no Event of Default shall be deemed to have occurred.

7.1.2 The injured Party shall give written notice of default to the Party in default, specifying the default complained of by the non-defaulting Party. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default.

7.1.3 Any failure or delays by any Party in asserting any of their rights and/or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by any Party in asserting any of its rights and/or remedies shall not deprive that Party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert or enforce any such rights or remedies.

7.1.4 In addition to other acts or omissions of the Developer that may legally or equitably constitute a default or breach of this Agreement, the occurrence of any of the following specific events, prior to the issuance of a Certificate of Completion for the Project, shall constitute an "Event of Default" under this Agreement and shall not be subject to the notice and cure provisions of Section 7.1.1:

7.1.4.1 Any material default by the Developer under any Loan Documents for any purpose or reason that remains uncured following any applicable notice from Lender and expiration of any applicable cure period under such Loan Documents.

7.1.4.2 Any representation, warranty or disclosure made in writing to the City by the Developer regarding this Agreement or the Project is intentionally or recklessly and materially false or misleading, whether or not such representation or disclosure appears in this Agreement.

7.1.4.3 The construction of the Project is delayed or suspended for a period in excess of that permitted under Section 4.3 or the Developer has not been issued, or entitled to be issued, a Certificate of Completion by the Project Completion Date.

7.1.4.4 There occurs any event of dissolution, reorganization or termination of the Developer that adversely and materially affects the operation or value of the Property or the Project, and such event is not corrected within five (5) days following written notice of such event from the City to the Developer.

7.1.4.5 The Developer Transfers its interest in this Agreement, the Property, or the Project, or any portion thereof, whether voluntarily or involuntarily or by operation of law, in violation of the terms and conditions of this Agreement and such action is not cured within the period prescribed in Section 8.2.2.

7.1.4.6 The Developer becomes insolvent or a receiver is appointed to conduct the affairs of the Developer under state or federal law.

7.1.4.7 The Developer's legal status as a California limited liability company authorized by the Secretary of State of the State of California to transact business in California is suspended or terminated.

7.2 LIQUIDATED DAMAGES TO THE CITY. UPON THE OCCURRENCE OF AN EVENT OF DEFAULT BY THE DEVELOPER UNDER THIS AGREEMENT PRIOR TO THE CLOSE OF ESCROW, THE CITY MAY CANCEL THE ESCROW PURSUANT TO SECTION 3.10, AND UPON CANCELLATION OF THE ESCROW, THE CITY SHALL BE RELIEVED OF ANY OBLIGATION UNDER THIS AGREEMENT TO SELL OR CONVEY THE PROPERTY OR ANY PORTION THEREOF AND ANY SUCH ESCROW CANCELLATION SHALL BE WITHOUT ANY LIABILITY OF THE CITY TO THE DEVELOPER OR ANY OTHER PERSON ARISING FROM SUCH ACTIONS. THE CITY AND THE DEVELOPER ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT AND IMPRACTICAL, IF NOT IMPOSSIBLE, TO ASCERTAIN THE AMOUNT OF DAMAGES THAT WOULD BE SUFFERED BY THE CITY IN THE EVENT OF A CANCELLATION OF THE ESCROW DUE TO THE OCCURRENCE OF AN EVENT OF DEFAULT BY THE DEVELOPER UNDER THIS AGREEMENT PRIOR TO THE CLOSE OF ESCROW. HAVING MADE DILIGENT BUT UNSUCCESSFUL ATTEMPTS TO ASCERTAIN THE ACTUAL DAMAGES THE CITY WOULD SUFFER IN THE EVENT OF A CANCELLATION OF THE ESCROW DUE TO THE OCCURRENCE OF AN EVENT OF DEFAULT BY THE DEVELOPER UNDER THIS AGREEMENT PRIOR TO THE CLOSE OF ESCROW, THE CITY AND THE DEVELOPER AGREE THAT A REASONABLE ESTIMATE OF THE CITY'S DAMAGES IN SUCH EVENT IS THE TOTAL SUM OF THE EARNEST MONEY DEPOSIT OR SIXTY THOUSAND AND NO/100 DOLLARS ($60,000) (THE "**LIQUIDATED DAMAGES AMOUNT**"). THEREFORE, UPON THE CANCELLATION OF THE ESCROW BY THE CITY DUE TO THE OCCURRENCE OF AN EVENT OF DEFAULT BY THE DEVELOPER UNDER THIS AGREEMENT PRIOR TO THE CLOSE OF THE ESCROW, ESCROW HOLDER SHALL IMMEDIATELY CANCEL THE ESCROW AND PAY THE LIQUIDATED DAMAGES AMOUNT (I.E., THE EARNEST MONEY DEPOSIT) TO THE CITY WITHIN FIVE (5) DAYS OF ESCROW CANCELLATION. RECEIPT OF THE LIQUIDATED DAMAGES AMOUNT SHALL BE THE CITY'S SOLE AND EXCLUSIVE REMEDY UPON THE CANCELLATION OF THE ESCROW DUE TO THE OCCURRENCE OF AN EVENT OF DEFAULT BY THE DEVELOPER UNDER THIS AGREEMENT PRIOR TO THE CLOSE OF ESCROW.

CITY'S INITIALS: _____ DEVELOPER'S INITIALS: _____

7.3 DEVELOPER'S ELECTION RE: SPECIFIC ENFORCEMENT OF AGREEMENT OR WAIVER OF RIGHT TO SPECIFIC PERFORMANCE AND LIMITATION ON RECOVERY OF DAMAGES PRIOR TO CLOSE OF ESCROW. UPON THE OCCURRENCE OF AN EVENT OF DEFAULT PERTAINING TO THE CONVEYANCE OF THE PROPERTY BY THE CITY UNDER THIS AGREEMENT PRIOR TO CLOSE OF ESCROW, THE DEVELOPER SHALL, AS ITS SOLE AND EXCLUSIVE REMEDY, HAVE THE RIGHT TO EXERCISE ONE OF THE ALTERNATIVE REMEDIES DESCRIBED IN SECTIONS 7.3.1 AND 7.3.2. THE DEVELOPER'S ELECTION, ONCE MADE, SHALL BE IRREVOCABLE.

7.3.1 WAIVER OF RIGHT TO SPECIFIC PERFORMANCE AND LIMITATION ON RECOVERY OF DAMAGES. THE DEVELOPER MAY WAIVE THE REMEDIES SET FORTH IN SECTION 7.3.2 AND MAY CANCEL THE ESCROW PURSUANT TO SECTION 3.10, AND UPON CANCELLATION OF THE ESCROW, THE DEVELOPER SHALL BE RELIEVED OF ANY OBLIGATION UNDER THIS AGREEMENT TO PURCHASE OR ACCEPT TITLE TO THE PROPERTY AND ANY SUCH ESCROW CANCELLATION SHALL BE WITHOUT ANY LIABILITY OF THE DEVELOPER TO THE CITY OR ANY OTHER PERSON ARISING FROM SUCH ACTIONS. THE DEVELOPER SHALL BE LIMITED TO RECOVERING ANY AMOUNTS ACTUALLY EXPENDED BY THE DEVELOPER IN REASONABLE RELIANCE ON THIS AGREEMENT PRIOR TO THE DATE OF THE OCCURRENCE OF THE EVENT OF DEFAULT BY THE CITY, NOT TO EXCEED SIXTY THOUSAND DOLLARS ($60,000). THE DEVELOPER WAIVES ANY RIGHT TO RECOVER ANY OTHER SUMS FROM THE CITY ARISING FROM AN EVENT OF DEFAULT BY THE CITY PRIOR TO THE CLOSE OF ESCROW. NOTWITHSTANDING THE FOREGOING, DEVELOPER SHALL NOT BE ENTITLED TO RECOVER ANY AMOUNT IF DEVELOPER TERMINATES THIS AGREEMENT PURSUANT TO SECTION 5.8 ABOVE. THE DEVELOPER ACKNOWLEDGES THE PROTECTIONS OF CIVIL CODE SECTION 1542 RELATIVE TO THE WAIVER AND RELEASE CONTAINED IN THIS SECTION 7.3.1, WHICH CIVIL CODE SECTION READS AS FOLLOWS:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

BY INITIALING BELOW, THE DEVELOPER KNOWINGLY AND VOLUNTARILY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY IN CONNECTION WITH THE WAIVERS AND RELEASES OF THIS SECTION 7.3.1.

DEVELOPER'S INITIALS

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IN CONNECTION WITH THE WAIVERS OF THIS SECTION 7.3.1, THE DEVELOPER FURTHER WAIVES THE RIGHT TO RECORD A NOTICE OF PENDENCY OF ACTION AGAINST ALL OR ANY PORTION OF THE PROPERTY EXCEPT DEVELOPER MAY RECORD SUCH A NOTICE IN CONNECTION WITH ANY SUIT FOR SPECIFIC PERFORMANCE PERMITTED HEREUNDER IN THE EVENT DEVELOPER ELECTS NOT TO WAIVE ITS RIGHT TO SEEK SPECIFIC PERFORMANCE UNDER SECTION 7.3.2.

7.3.2 SPECIFIC PERFORMANCE. THE DEVELOPER MAY WAIVE THE REMEDIES SET FORTH IN SECTION 7.3.1 AND, IN ACCORDANCE WITH CIVIL CODE SECTION 3384, ET SEQ., INSTITUTE AN ACTION AGAINST THE CITY FOR SPECIFIC PERFORMANCE OF THE TERMS OR PROVISIONS OF THIS AGREEMENT

WHICH WERE TO HAVE BEEN COMPLETED BY THE CITY PRIOR TO AND AT THE CLOSE OF ESCROW.

7.4 Legal Actions.

7.4.1 Except as otherwise provided by Section 7.3, any Party may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy available to that Party under this Agreement or at law or in equity. Such legal actions must be instituted in the Superior Court of the State of California in and for the County of San Bernardino, California, in any other appropriate court within the County of San Bernardino, California.

7.4.2 The procedural and substantive laws of the State of California shall govern the interpretation and enforcement of this Agreement, without regard to conflicts of laws principles. The Parties acknowledge and agree that this Agreement is entered into, is to be fully performed in and relates to real property located in the City of Ontario, County of San Bernardino, California.

7.5 Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties set forth in this ARTICLE VII are non-exclusive and cumulative, and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party(ies).

7.6 City Power of Termination and Reverter Regarding the Property.

7.6.1 The City hereby reserves a power of termination pursuant to Civil Code Sections 885.010, et seq., exercisable by the City, in its sole and absolute discretion, upon sixty (60) calendar days written notice to the Developer referencing this Section 7.6, to terminate the fee interest of the Developer in the Property and/or any improvements to the Property and revest such fee title in the City and take possession of all or any portion of such real property and improvements, without compensation to the Developer, upon the occurrence of an Event of Default by the Developer following the Close of Escrow and prior to the issuance of the Certificate of Completion.

7.6.2 The sixty (60) calendar day written notice specified in Section 7.6.1 shall specify the Event of Default by the Developer triggering the City's exercise of its power of termination. The City shall proceed with its remedy set forth in Section 7.6.1 only if the Developer continues in default for a period of sixty (60) calendar days following such notice or, upon commencing to cure such default, fails to diligently and continuously prosecute said cure to satisfactory conclusion.

7.6.3 The rights of the City under this Section 7.6 shall be subject and subordinate to, shall be limited by and shall not defeat, render invalid or limit:

7.6.3.1 Each Lien recorded against the Property and specifically authorized by this Agreement as a Permitted Transfer;

7.6.3.2 Any leases, declarations of covenants, conditions and restrictions, easement agreements or other recorded documents or interests applicable to the Property and specifically authorized by this Agreement as a Permitted Transfer.

7.6.4 Upon the City's exercise of its power of termination pursuant to this Section 7.6, the Developer or its successors or assigns shall convey by grant deed to the City title to the Property, as specified in the City's notice pursuant to Section 7.6.1, and all improvements thereon, in accordance with Civil Code Section 1109, as such code section may hereafter be amended, renumbered, replaced or substituted. Such conveyance shall be duly acknowledged by the Developer and a notary in a manner suitable for recordation. The City may enforce its rights pursuant to this Section 7.6 by means of an injunctive relief or forfeiture of title action filed in any court of competent jurisdiction.

7.6.5 Upon the revesting in the City of title to the Property, whether by grant deed or court decree, the City shall exercise its reasonable good faith efforts to resell the Property at its then fair market value, as soon and in such manner as the City shall, in its sole discretion, find feasible and consistent with the objectives of the City's General Plan, to a qualified and responsible person or persons (as reasonably determined by the City) who will assume the Developer's obligations to begin and/or complete and/or operate that portion of the Project located on the Property, or such other replacement development acceptable to the City, in its sole and absolute discretion. Upon any such resale of the Property (or any portion thereof), the proceeds to the City from such sale shall be applied as follows:

7.6.5.1 First, to pay any and all amounts required to release/reconvey any Lien recorded against all or any portion of the Property; and

7.6.5.2 Second, to reimburse the City on its own behalf or on behalf of the City for all actual internal and third-party costs and expenses previously or currently incurred by the City related to the Property, the Project, or this Agreement, including, but not limited to, customary and reasonable fees or salaries to third-party personnel engaged in such actions, in connection with the recapture, management and resale of the Property or any part thereof; all taxes, assessments and utility charges paid by the City with respect to the Property or portion thereof; any payment made or necessary to be made to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations incurred by the Developer with respect to the acquisition of the Property or the construction of the Project; and amounts otherwise owing to the City by the Developer or its successors or assigns pursuant to the terms of this Agreement; and

7.6.5.3 Third, to the extent that any proceeds from such resale are, thereafter, available, taking into account any prior encumbrances with a claim thereto, to reimburse the Developer, or its successors in interest to the equal to the sum of: (1) the Purchase Price; and (2) the third-party costs actually incurred and paid by the Developer regarding the development of the Project located on the Property, including, but not limited to, pro rata costs of carry, taxes, and other items as set forth in a cost certification to be made by the Developer to the City prior to any such reimbursement, which certification shall be subject to the City's reasonable approval; provided, however, that the Developer shall not be entitled to reimbursement for any expenses to

the extent that such expenses relate to any loans, Liens or other encumbrances that are paid by the City pursuant to the provisions of sub-sections 7.6.5.1 or 7.6.5.2 above.

7.6.5.4 Any portion of the proceeds from the resale of the Property remaining after the foregoing applications shall be retained by the City as their sole and exclusive property.

7.6.6 The City's power to terminate per Section 7.6 ends upon issuance of a Certificate of Completion.

7.6.7 IMMEDIATELY FOLLOWING THE SIXTY (60) DAY PERIOD SPECIFIED IN SECTION 7.6.1, ABOVE, THE CITY, ITS EMPLOYEES AND AGENTS SHALL HAVE THE RIGHT TO REENTER AND TAKE POSSESSION OF THE PROPERTY AND ANY IMPROVEMENTS THEREON, WITHOUT FURTHER NOTICE OR COMPENSATION TO THE DEVELOPER. BY INITIALING BELOW, THE DEVELOPER HEREBY EXPRESSLY WAIVES, TO THE MAXIMUM EXTENT ALLOWED BY LAW, ANY AND ALL RIGHTS THAT THE DEVELOPER MAY HAVE UNDER CALIFORNIA CIVIL CODE SECTION 791 AND CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 1162, AS THOSE STATUTES MAY BE AMENDED, REPLACED, RENUMBERED OR SUBSTITUTED, OR UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

DEVELOPER'S INITIALS

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7.6.8 THE DEVELOPER ACKNOWLEDGES AND AGREES THAT THE CITY'S EXERCISE OF ITS POWER OF TERMINATION AND RIGHT OF REENTRY PURSUANT TO THIS SECTION 7.6 MAY WORK A FORFEITURE OF THE ESTATE IN THE DEFAULTED PORTION OF THE PROPERTY CONVEYED TO THE DEVELOPER THROUGH THE GRANT DEED. THE DEVELOPER HEREBY EXPRESSLY WAIVES, TO THE MAXIMUM EXTENT ALLOWED BY LAW, ANY AND ALL EQUITABLE AND LEGAL DEFENSES THAT THE DEVELOPER MAY HAVE TO SUCH FORFEITURE, INCLUDING, BUT NOT LIMITED TO, THE DEFENSES OF LACHES, WAIVER, ESTOPPEL, SUBSTANTIAL PERFORMANCE OR COMPENSABLE DAMAGES. THE DEVELOPER FURTHER EXPRESSLY WAIVES, TO THE MAXIMUM EXTENT ALLOWED BY LAW, ANY AND ALL RIGHTS AND DEFENSES THAT THE DEVELOPER MAY HAVE UNDER CALIFORNIA CIVIL CODE SECTION 3275 OR ANY OTHER STATUTE OR COMMON LAW PRINCIPLE OF SIMILAR EFFECT. THE DEVELOPER ACKNOWLEDGES THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT REFLECT THE POSSIBILITY OF FORFEITURE BY VIRTUE OF THE EXERCISE OF THE CITY'S POWER OF TERMINATION PROVIDED IN THIS SECTION 7.6 AND FURTHER ACKNOWLEDGE THAT IT HAS RECEIVED INDEPENDENT AND ADEQUATE CONSIDERATION FOR ITS WAIVER AND RELINQUISHMENT OF RIGHTS AND REMEDIES PURSUANT TO SECTION 7.6.6. AND THIS SECTION 7.6.8. THESE WAIVERS DO NOT EXTEND TO ANY RIGHT OF REDEMPTION THAT THE DEVELOPER MAY HAVE UNDER APPLICABLE

LAW IN THE CASE OF A FORECLOSURE WHICH ARISES FROM UNPAID MONETARY AMOUNTS.

DEVELOPER'S INITIALS

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7.7 Developer Indemnification of the City. In addition to any other specific indemnification or defense obligations of the Developer set forth in this Agreement, the Developer agrees to indemnify, defend (upon written request by the City and with counsel reasonably acceptable to the City and hold harmless the Indemnified Parties, from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs and expenses, including, but not limited to reasonable attorney's fees of counsel retained by the Indemnified Parties, expert fees, costs of staff time, and investigation costs, of whatever kind or nature, that are in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, through any act, omission, fault or negligence of the Developer or the Developer's officers, agents, employees, independent contractors or subcontractors of any tier, relating in any manner to this Agreement, any work to be performed by the Developer related to this Agreement, the Property, or the Project, or any authority or obligation exercised or undertaken by the Developer under this Agreement. Without limiting the generality of the foregoing, the Developer's obligation to indemnify the Indemnified Parties shall include injury or death to any person or persons, damage to any property, regardless of where located, including the property of the Indemnified Parties, any workers' compensation or prevailing wage determination, claim or suit or any other matter arising from or connected with any goods or materials provided or services or labor performed regarding the Project or the Property on behalf of the Developer by any person or entity. The indemnity obligations in this paragraph shall not extend to losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs and expenses, including, but not limited to reasonable attorney's fees of counsel retained by the Indemnified Parties, expert fees, costs of staff time, and investigation costs, which are caused by the sole negligence or willful misconduct of the City or its agents.

ARTICLE VIII

GENERAL PROVISIONS.

8.1 Incorporation of Recitals. The Recitals of fact set forth preceding this Agreement are true and correct and are incorporated into this Agreement in their entirety by this reference.

8.2 Restrictions on Transfers.

8.2.1 The Developer acknowledges that the qualifications and identity of the Developer are of particular importance to the City. The Developer further recognizes and acknowledges that the City has relied and is relying on the specific qualifications and identity of the Developer in entering into this Agreement with the Developer and, as a consequence, Transfers are permitted only as expressly provided in this Agreement. The Developer shall promptly notify the City in writing of any and all changes whatsoever in the identity of the business entities or individuals either comprising or in control of the Developer, as well as any and all changes in the

interest or the degree of control of the Developer by any such person, of which information the Developer or any of its partners, members or officers are notified or may otherwise have knowledge or information.

8.2.2 Except as expressly permitted in this Agreement, the Developer represents to the City that it has not made and agrees that it will not make or create, or suffer to be made or created, any Transfer other than a Permitted Transfer, either voluntarily, involuntarily or by operation of law, until after the recordation of a Certificate of Completion for the Project subject to the Transfer; provided, however, that the City may approve in its reasonable discretion, Transfers other than Permitted Transfers prior to the recordation of a Certificate of Completion. In deciding whether to approve or disapprove any proposed Transfer, the City may consider the proposed transferee's financial strength and the experience of the proposed transferee and its senior management in undertaking and successfully completing projects of a similar type and size as the Project or that portion of the Project proposed to be transferred. The City may not consider the amount of money that the proposed transferee is paying or intends to pay to the Developer as consideration for such Transfer or condition approval of the Transfer on the sharing of any such payment made or to be made to the Developer with the City. In connection with a proposed Transfer, Developer shall submit to the City appropriate documentation, including but not limited to a form of Assignment and Assumption Agreement, for City's review and written approval, which approval shall not be unreasonably delayed or denied. Any Transfer made in contravention of this Section 8.2 shall be voidable at the election of the City and this Agreement may be terminated by the City or the City may exercise any other remedy available to the City under the terms of this Agreement, provided, however, that (i) the City shall first notify the Developer in writing of its intention to terminate this Agreement or to exercise any other remedy, and (ii) the Developer shall have twenty (20) calendar days following its receipt of such written notice to commence and, thereafter, diligently and continuously proceed to cure the default of the Developer and submit evidence of the initiation and satisfactory completion of such cure to the City, in a form and substance reasonably satisfactory to the City.

8.2.3 The Developer shall provide the City no less than thirty (30) days prior written notice of any proposed Transfer which the Developer desires to enter into prior to the recordation of a Certificate of Completion for the Project subject to the Transfer, other than a Permitted Transfer for which no notice shall be required. The Developer shall have the burden of demonstrating to the City's reasonable satisfaction that the proposed Transfer meets the conditions and requirements of this Agreement with respect to Permitted Transfers.

8.2.4 In connection with the City's review of any request for approval of any proposed Transfer under Section 1.1.73 and this Section 8.2, or of any Lender or Loan under Section 6.3, the Developer agrees to reimburse the City for those third party costs and expenses incurred by the City in connection with its review of the Developer's request for approval, including, without implied limitation, the reasonable fees and costs of those outside consultants and legal counsel retained by the City to assist it in its review of the Developer's request, including the City Attorney.

8.2.5 Anything in this Agreement to the contrary notwithstanding, the restrictions and prohibitions on Transfers contained in this Section 8.2 shall terminate upon issuance of a Certificate of Completion for the Project.

8.3 Notices, Demands and Communications Between the Parties.

8.3.1 Any and all notices, demands or communications submitted by any Party to another Party pursuant to or as required by this Agreement shall be proper, if in writing and dispatched by messenger for immediate personal delivery, by a nationally recognized overnight courier service or by registered or certified United States Mail, postage prepaid, return receipt requested, to the principal office of the City or the Developer, as applicable, as designated in Section 8.3.2. Such written notices, demands or communications may be sent in the same manner to such other addresses as either Party may from time to time designate. Any such notice, demand or communication shall be deemed to be received by the addressee, regardless of whether or when any return receipt is received by the sender or the date set forth on such return receipt, on the day that it is delivered by personal delivery, on the date of delivery by a nationally recognized overnight courier service or three (3) calendar days after it is placed in the United States Mail, as provided in this Section 8.3.

8.3.2 The following are the authorized addresses for the submission of notices, demands or communications to the Parties:

TO DEVELOPER: Ontario Place D Block, LLC
Attn: George Voigt
119 E. Joseph St.
Arcadia, CA 91006

COPY TO:

TO CITY: City of Ontario
Attention: City Manager
303 East B Street
Ontario, CA 91764
(T) (909) 395-2000
(F) (909) 395-2420

COPY TO: Best Best & Krieger, LLP
18101 Von Karman Ave, Suite 1000
Irvine, CA 92614
Attention: Elizabeth Wagner Hull
(T) 949-263-2600
(F) 949-260-0972

8.4 Conflict of Interest. No member, official or employee of the City, having any conflict of interest, direct or indirect, related to this Agreement, the Property, or the development or operation of the Project shall participate in any decision relating to this Agreement. The Parties represent and warrant that they do not have knowledge of any such conflict of interest.

8.5 Warranty Against Payment of Consideration for Agreement. The Developer warrants that it has not paid or given, and will not pay or give, any third party any money or other

consideration for obtaining this Agreement. Third parties, for the purposes of this Section 8.5, shall not include persons to whom fees are paid for professional services, if rendered by attorneys, financial consultants, accountants, engineers, architects and the like when such fees are considered necessary by the Developer.

8.6 Non-liability of City, Officials and Employees. No member, official or employee of the City shall be personally liable to the Developer, or any successor in interest of the Developer, in the event of any default or breach by the City under this Agreement or for any amount that may become due to the Developer or to its successor, or on any obligations under the terms of this Agreement, except as may arise from the gross negligence or willful acts of such member, official or employee.

8.7 Unavoidable Delay; Extension of Time of Performance.

8.7.1 Subject to specific provisions of this Agreement, performance by any Party under this Agreement shall not be deemed, or considered to be, in default where any such default is due to an Unavoidable Delay that is not attributable to the fault of the Party claiming an extension of time to perform. An extension of time for any Unavoidable Delay shall be for the period of the Unavoidable Delay and shall commence to run from the date of occurrence of the Unavoidable Delay, if the Party asserting the existence of the Unavoidable Delay provides the other Parties with written notice of the occurrence of the Unavoidable Delay, within ten (10) days of the commencement of such asserted Unavoidable Delay. Otherwise, the extension of time for an Unavoidable Delay shall commence on the date of receipt of written notice of the occurrence of the Unavoidable Delay by the Parties not requesting an extension of time to perform due to such Unavoidable Delay.

8.7.2 The Parties expressly acknowledge and agree that changes in either general economic conditions or changes in the economic assumptions of either of them that may have provided a basis for entering into this Agreement and that occur at any time after the execution of this Agreement, do not constitute an Unavoidable Delay and do not provide any Party with grounds for asserting the existence of an Unavoidable Delay in the performance of any covenant or undertaking arising 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.

8.8 Inspection of Books and Records. The City shall have the right at all reasonable times, at the City's cost and expense, to inspect the books and records of the Developer pertaining to the Property and/or the Project. The Developer shall also have the right at all reasonable times, at the Developer's sole cost and expense, to inspect the books and records of the City pertaining to the Property and/or the Project, to the extent relevant to the Developer's obligations under this Agreement. Nothing in this Section 8.8 or elsewhere in this Agreement shall, however, constitute a waiver or modification of any right or privilege which any Party may have with respect to any document, statement, or other record, including, without implied limitation, the attorney-client privilege, the attorney-work product privilege, any privilege arising under any state or federal evidentiary code or rule, or any privilege or exclusionary right arising under any state or federal freedom of information or public records disclosure law.

8.9 Real Estate Commissions. The City shall not be liable for any real estate commissions, brokerage fees or finder fees that may arise from or be related to this Agreement. The Developer shall pay any fees or commissions or other expenses related to its retention or employment of real estate brokers, agents or other professionals.

8.10 Binding on Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

8.11 Entire Agreement.

8.11.1 This Agreement shall be executed in three (3) duplicate originals, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement including all exhibits shall constitute the entire understanding and agreement of the Parties regarding the Property, the Project, and the other subjects addressed in this Agreement.

8.11.2 This Agreement integrates all of the terms and conditions mentioned in this Agreement or incidental to this Agreement, and supersedes all negotiations or previous agreements between the Parties with respect to the Property, the Project, and the other subjects addressed in this Agreement.

8.11.3 None of the terms, covenants, agreements or conditions set forth in this Agreement shall be deemed to be merged with any deed conveying title to the Property and this Agreement shall continue in full force and effect before and after such conveyances.

8.11.4 All waivers of the provisions of this Agreement and all amendments to this Agreement must be in writing and signed by the authorized representative(s) of all Parties.

8.12 Execution of this Agreement. Following execution of three (3) originals of this Agreement by the authorized representative(s) of the Developer and prompt delivery of such originals, thereafter, to the City, accompanied by an official action of the governing body of the Developer authorizing the individuals executing this Agreement on behalf of the Developer to execute and perform this Agreement, in form and substance acceptable to the City, this Agreement shall be subject to the review and approval by the City Council, in their sole and absolute discretion, no later than forty-five (45) calendar days after such date of delivery to the City. If the City have not approved, executed, and delivered an original of this Agreement to the Developer within the foregoing time period, then no provision of this Agreement shall be of any force or effect for any purpose.

8.13 Implementation of this Agreement. City shall implement this Agreement through its City Manager. The City Manager is hereby authorized by the City to enter into agreements and sign documents referenced in this Agreement or reasonably required to implement this Agreement on behalf of City, issue approvals, interpretations or waivers and enter into amendments to this Agreement on behalf of City. All other actions shall require the consideration and approval of the City Council, unless expressly provided otherwise by action of the City Council. Nothing in this Section 8.13 shall restrict the submission to the City Council of any matter within the City Manager's authority under this Section 8.13, in the City Manager's sole and absolute discretion,

to obtain the City Council's express and specific authorization on such matter. The specific intent of this Section 8.13 is to authorize certain actions on behalf of City by the City Manager, but not to require that such actions be taken by the City Manager, without consideration by the City Council.

8.14 Survival of Indemnity Obligations. All general and specific indemnity and defense obligations of the Parties set forth in this Agreement shall survive the expiration or termination of this Agreement, the execution or recordation of the Grant Deed, and/or the issuance and recordation of any Certificate of Completion, all subject to any express limitations set forth elsewhere in the Agreement.

8.15 Time Declared to be of the Essence. As to the performance of any obligation hereunder as to which time is a component thereof, the performance of such obligation within the time provided is of the essence.

[Signatures on Following Pages]

SIGNATURE PAGE

TO

2022 DISPOSITION AND DEVELOPMENT AGREEMENT

(Downtown D Block)

CITY:

THE CITY OF ONTARIO
a California municipal corporation

By: _____
City Manager

Dated:_____, 2022 By:

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP

By: _____
City Attorney

SIGNATURE PAGE

TO

2022 DISPOSITION AND DEVELOPMENT AGREEMENT

(Downtown D Block)

DEVELOPER:

ONTARIO PLACE D BLOCK, LLC, a California limited liability company

By: _____
[TITLE]

Dated:_____, 2022 By:

EXHIBIT A
TO
2022 DISPOSITION AND DEVELOPMENT AGREEMENT

(Downtown D Block)

Legal Description of the Property

EXHIBIT B
TO
2022 DISPOSITION AND DEVELOPMENT AGREEMENT
(Downtown D Block)

Property Site Plan

EXHIBIT C
TO
2022 DISPOSITION AND DEVELOPMENT AGREEMENT
(Downtown D Block)

Scope of Development

EXHIBIT D
TO
2022 DISPOSITION AND DEVELOPMENT AGREEMENT

(Downtown D Block)

Schedule of Performance

	Action	**Date Action to be Completed By**	**Agreement Section(s)**
1.	Effective Date.	*See* Section 1.3	1.3
2.	Developer to open Escrow and, concurrently, deposit Earnest Money Deposit into Escrow.	Within 14 days following the Effective Date ("*Escrow Opening Date*")	1.1.37, 3.1
3.	Due Diligence Period commences.	The date of the Escrow Opening Date	1.1.25, 2.4
4.	Developer to submit application(s) for Entitlements.	Within 60 days following the Effective Date ("*Entitlement Application Date*")	1.1.29, 2.6.1
5.	Developer to deliver Developer's Title Notice to City	Within 60 days following Escrow Opening Date	1.1.70, 2.3
6.	City to deliver City's Title Notice Response to Developer, if appropriate.	Within 20 days following City's receipt of Developer's Title Notice	2.3
7.	Developer to deliver Developer's Title Notice Waiver, if appropriate.	Within 10 days following Developer's receipt of City's Title Notice Response	2.3
8.	Developer to deliver its Due Diligence Investigation Conclusion Notice.	On or before the end of the Due Diligence Period	2.4.1
9.	Due Diligence Period ends.	On the 90th day following the Escrow Opening Date	1.1.25, 2.4

	Action	**Date Action to be Completed By**	**Agreement Section(s)**
10.	Developer to obtain Entitlements.	Within 9 months of Entitlement Application Date ("*Entitlement Obtainment Date*")	1.1.30, 2.6
11.	Developer to submit Plans and Specifications to City.	Within 180 days from Entitlement Obtainment Date ("*Construction Drawings Submittal Date*")	1.1.14, 2.6.1
12.	City to issue first building permit.	Within sixty (60) days from Construction Drawing Submittal Date ("*Permit Issuance Date*")	1.1.57
13.	Escrow Closing Date --	The tenth (10th) business day following Escrow Holder's receipt of written confirmation from both City and Developer of the satisfaction or waiver of all conditions precedent to the Close of Escrow for the Property.	2.6.7 (*building permits*), 3.6
14.	Developer to commence construction of the Project.	No later than 60 days from Permit Issuance Date ("*Construction Commencement Date*")	1.1.12, 4.3

	Action	**Date Action to be Completed By**	**Agreement Section(s)**
15.	Developer to complete construction of the Project (issuance of certificate of occupancy for the entire Project by the City)	Within 24 months from Commencement Construction Date	1.1.63, 4.3

EXHIBIT E

TO 2022 DISPOSITION AND DEVELOPMENT AGREEMENT

(Downtown D Block)

Form of Grant Deed

[Attached Behind This Page]

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

_____

THE CITY OF ONTARIO
GRANT DEED

PART ONE

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, THE CITY OF SAN BERNARDINO, a California municipal corporation ("**Grantor**"), hereby grants to _____, a California limited liability company ("**Grantee**"), that certain real property located in the City of Ontario, County of San Bernardino, State of California, specifically described in Exhibit "A" attached to this Grant Deed ("**Property**") and made a part of this Grant Deed by this reference.

PART TWO

The conveyance of the Property by the Grantor to the Grantee in Part One is subject to the following community development terms, conditions, covenants and restrictions:

Section 1. Conveyance Subject to Terms of a Disposition and Development Agreement. The Property is conveyed subject to that certain 2022 Disposition and Development Agreement (Downtown D Block), dated as of _____, 2022, between the Grantor and the Grantee (the "**Agreement**" or "DDA"). The provisions of the Agreement are incorporated into this Grant Deed by this reference and are deemed to be a part of this Grant Deed, as though fully set forth in this Grant Deed.

Section 2. Condition of Property. The Property is conveyed by the Grantor to the Grantee in its "AS IS," "WHERE IS" and "SUBJECT TO ALL FAULTS CONDITION," as of the date of recordation of this Grant Deed, with no warranties, expressed or implied, as to the environmental or other physical condition of the Property, the presence or absence of any patent or latent environmental or other physical condition on or in the Property, or any other matters affecting the Property.

Section 3. Obligation to Refrain from Discrimination**.** The Grant herein is expressly subject to a covenant upon Grantee for itself, its successors and assigns of or any part or portion of the Property and/or Project, that:

3.1 There shall be no discrimination against or segregation of any person, or group of persons, on account of sex, marital status, race, color, religion, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property nor shall the Grantee, itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sub-tenants, sub-lessees or vendees of the Property. The covenant of this Section 3 shall run with the land of the Property and shall be enforceable against the Grantee and its successors and assigns in perpetuity.

3.2 The covenant of this Section 3 shall run with the land of the Property in perpetuity.

Section 4. Form of Non-Discrimination and Non-Segregation Clauses. The Grant herein is subject to a covenant on the Grantee for itself, its successors and assigns to all or any part or portion of the Property and/or Project that:

4.1 The Grantee, such successors and such assigns shall refrain from restricting the sale, lease, sublease, rental, transfer, use, occupancy, tenure or enjoyment of the Property (or any portion thereof) on the basis of sex, marital status, race, color, religion, creed, ancestry or national origin of any person. All deeds, leases or contracts pertaining to the Property shall contain or be subject to substantially the following non-discrimination or non-segregation covenants:

(a) In deeds: "The grant herein is subject to a covenant by and for the Grantee, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sub-tenants, sub-lessee, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

(b) In leases: "The Lessee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants lessees, sub-lessee, sub-tenants, or vendees in the premises herein leased."

(c) In contracts: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed or leased, nor shall the transferee or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sub-lessees, sub-tenants, or vendees of the premises herein transferred." The foregoing provision shall be binding upon and shall obligate the contracting party or parties and any subcontracting party or parties, or other transferees under the instrument.

4.2 The covenants of this Section 4 shall run with the land of the Property in perpetuity.

Section 5. Covenant to Maintain Property on Tax Rolls. The Grant herein is subject to the following covenants binding Grantee for itself, its successors and assigns to all or any part or portion of the Property and/or Project, covenants and agrees that:

5.1 The entire Property shall remain on the County secured real property tax rolls for twenty years from the date of issuance of the certificate of completion for the Project.

5.2 The Grantee shall pay all property tax bills with respect to the Property and all improvements thereon on or before the last day for the timely payment of each property tax installment during such time period and to timely pay all supplemental tax bills regarding the Property issued by the County, but may use payment plans approved by the Tax Assessor in a timely fashion. The Grantee further covenants and agrees to provide to the Grantor, upon thirty (30) days' written request by Grantor: (i) a true and correct copy of all property tax assessment notices, property tax bills and property tax assessment correspondence by and between the Grantee and the County regarding the Property and all improvements thereon, with respect to the preceding fiscal year of the County, and (ii) cancelled checks issued by the Grantee in payment of all property tax payments that are made to the County regarding the Property and all improvements thereon, with respect to the preceding County fiscal year.

5.3 The covenants of this Section 5 shall run with the land of the Property, shall be enforceable against the Grantee and its successors and assigns.

Section 6. No Conveyance to Tax Exempt Entity. The grant herein is subject to a covenant binding on Grantee for itself, its successors and assigns to all or any part or portion of the Property and/or Project, that:

6.1 The Grantee shall not use or otherwise sell, transfer, convey, assign, lease, leaseback or hypothecate the Property, the Project, or any portion of any of the foregoing to any entity or person, or for any use of the Property, the Project, or any portion of any of the foregoing, that is partially or wholly exempt from the payment of real or personal property taxes or that would cause the exemption of the payment of all or any portion of real or personal property taxes otherwise assessable regarding the Property, the Project, or any portion of any of the foregoing, without the prior written consent of the Grantor, which may be withheld in the Grantor's sole and absolute discretion, for twenty years from the date of issuance of the certificate of completion for the Project.

6.2 If the Property, or any portion of the Property, shall be conveyed, transferred or sold to any entity or person that is partially or wholly exempt from the payment of real or personal property taxes otherwise assessable against the Property, or any portion thereof, without the prior written consent of the Grantor, then the Grantee shall pay to the Grantor a fee in lieu of payment of such taxes each year in an amount determined by the Grantor to be one percent (1%) of the "**full cash value**" of the Property, or portion thereof, as may be subject to such exemption from payment of real or personal property taxes. The Grantor's determination of "full cash value" for in-lieu payment purposes under this Section 6 shall be established by the Grantor each year, if necessary, by reference to the real or personal property tax valuation principles and practices generally applicable to a county property tax assessor under Section 1 of Article XIIIA of the California Constitution. The Grantor's determination of "full cash value" and that an in-lieu

payment is due shall be conclusive on such matters. If the Grantor determines that an amount is payable as an in-lieu payment under this Section 6 in any tax year, then such amount shall be paid to the Grantor for that tax year within forty-five (45) days following transmittal by the Grantor to the Grantee of an invoice for payment of the in-lieu amount.

6.3 The covenants of this Section 6 shall run with the land of the Property, shall be enforceable against the Grantee and its successors and assigns of the Property.

Section 7. Maintenance Condition of the Property. The Grantee for itself, its successors and assigns to all or any part or portion of the Property and/or Project, covenants and agrees that:

7.1 The areas of the Property that are subject to public view (including all existing and future improvements, paving, walkways, landscaping, exterior signage and ornamentation) shall be maintained in good repair and a neat, clean and orderly condition, ordinary wear and tear excepted. If there is an occurrence of an adverse condition on any area of the Property that is subject to public view in contravention of the general maintenance standard described above (a "**Maintenance Deficiency**"), then the Grantor shall notify the Grantee in writing of the Maintenance Deficiency. If the Grantee fails to cure or commence and diligently pursue to cure the Maintenance Deficiency within thirty (30) days of its receipt of notice of the Maintenance Deficiency, the Grantor shall have the right to enter the Property and perform all acts necessary to cure the Maintenance Deficiency, or to take any other action at law or in equity that may then be available to the Grantor to accomplish the abatement of the Maintenance Deficiency. Any sum expended by the Grantor for the abatement of a Maintenance Deficiency on the Property pursuant to this Section 7.1 shall become a lien on the Property, as applicable. If the amount of the lien is not paid within thirty (30) days after written demand for payment from the Grantor to the Grantee, the Grantor shall have the right to enforce the lien in the manner provided in Section 7.3.

7.2 Graffiti, as this term is defined in Government Code Section 38772, that has been applied to any exterior surface of a structure or improvement on the Property that is visible from any public right-of-way adjacent or contiguous to the Property, shall be removed by the Grantee by either painting over the evidence of such vandalism with a paint that has been color-matched to the surface on which the paint is applied, or graffiti may be removed with solvents, detergents or water, as appropriate. If any such graffiti and is not removed within five (5) days following the time of the discovery of the graffiti, the Grantor shall have the right to enter the Property and remove the graffiti, without notice to the Grantee. Any sum expended by the Grantor for the removal of graffiti from the Property pursuant to this Section 7.2, shall be a lien on the Property. If the amount of the lien is not paid within thirty (30) days after written demand to the Grantee from the Grantor, the Grantor shall have the right to enforce its lien in the manner provided in Section 7.3.

7.3 The Parties further mutually understand and agree that the rights conferred upon the Grantor under this Section 7.3 expressly include a grant by the Grantee of a security interest in the Property with the power to establish and enforce a lien or other encumbrance against the Property or any portion thereof, in the manner provided under Civil Code Sections 2924, 2924b and 2924c, to secure the obligations of the Grantee and it successors under Section 7.1 or Section 7.2, including the reasonable attorneys' fees and costs of the Grantor associated with the abatement

of a Maintenance Deficiency or removal of graffiti. For the purposes of the preceding sentence the words "**reasonable attorneys' fees and costs of the Grantor**" mean and include the salaries, benefits and costs of the City Attorney and the lawyers employed in the Office of the City Attorney.

7.4 The provisions of this Section 7 shall be covenants running with the land of the Property and shall be enforceable against the Grantee and its successors and assigns, but said covenants under section 7 expire and are of no further force and effect after the Certificate of Completion has been issued. Nothing in the foregoing provisions of this Section 7 shall be deemed to preclude the Grantee from making any alteration, addition, or other change to any structure or improvement or landscaping on the Property, provided that any such changes comply with applicable zoning and building regulations of the City. The expiration of the Covenant on completion does not restrict City from enforcement of any other laws related to public or private nuisances, graffiti removal, or from issuing notices of violations of any City or state code regarding health and safety, building codes or similar codes.

Section 8. Grantor Power of Termination Regarding the Property.

8.1 The Grantor hereby reserves a power of termination pursuant to Civil Code Sections 885.010, et seq., exercisable by the Grantor, in its sole and absolute discretion, upon sixty (60) calendar days written notice to the Grantee referencing this Section 8.1, to terminate the fee interest of the Grantee in the Property and/or any improvements to the Property and revest such fee title in the Grantor and take possession of all or any portion of such real property and improvements, without compensation to the Grantee, upon the occurrence of an Event of Default by the Grantee following the Close of Escrow and prior to the issuance of the Certificate of Completion for Property. The power to terminate set forth in this Section 8 ends and ceases upon the issuance of a Certificate of Completion for the Property even if such Certificate of Completion is issued after a notice of default is served.

8.2 The sixty (60) calendar day written notice specified in Section 8.1 shall specify the Event of Default by the Grantee triggering the Grantor's exercise of its power of termination, and set forth the manner of curing said default, and be served upon any Lender, or Mortgagor as well as Grantee. The Grantor shall proceed with its remedy set forth in Section 8.1 only if the Grantee continues in default for a period of sixty (60) calendar days following such notice or, upon commencing to cure such default, fails to diligently and continuously prosecute said cure to satisfactory conclusion.

8.3 The rights of the Grantor under this Section 8 shall be subject and subordinate to, shall be limited by and shall not defeat, render invalid or limit:

(1) Each Lien recorded against the Property and specifically authorized by this Agreement as a Permitted Transfer;

(2) Any leases, declarations of covenants, conditions and restrictions, easement agreements or other recorded documents or interests applicable to the Property and specifically authorized by this Agreement as a Permitted Transfer.

8.4 Upon the Grantor's exercise of its power of termination pursuant to this Section 8, the Grantee or its successors or assigns shall convey by grant deed to the Grantor title to the Property, as specified in the Grantor's notice pursuant to Section 8.1, and all improvements thereon, in accordance with Civil Code Section 1109, as such code section may hereafter be amended, renumbered, replaced or substituted. Such conveyance shall be duly acknowledged by the Grantee and a notary in a manner suitable for recordation. The Grantor may enforce its rights pursuant to this Section 8.4 by means of an injunctive relief or forfeiture of title action filed in any court of competent jurisdiction.

8.5 Upon the revesting in the Grantor of the Property, whether by grant deed or court decree, the Grantor shall exercise its reasonable good faith efforts to resell the Property at its then fair market value, as soon and in such manner as the Grantor shall, in its sole discretion, find feasible and consistent with the objectives of the City's General Plan, to a qualified and responsible person or persons (as reasonably determined by the Grantor) who will assume the Grantee's obligations to begin and/or complete and/or operate the Project located on the Property, or such other replacement development acceptable to the Grantor, in its sole and absolute discretion. Upon any such resale of the Defaulted Portion of the Property (or any portion thereof), the proceeds to the Grantor from such sale shall be applied as follows:

(1) First, to pay any and all amounts required to release/reconvey any Lien recorded against all or any portion of the Property; and

(2) Second, to reimburse the Grantor on its own behalf or on behalf of the City for all actual internal and third-party costs and expenses previously or currently incurred by the Grantor, or the City related to the Property, the Project, or this Agreement, including, but not limited to, customary and reasonable fees or salaries to third-party personnel engaged in such actions, in connection with the recapture, management and resale of the Property or any part thereof; all taxes, assessments and utility charges paid by the City and/or the Grantor or authority with respect to the Property or portion thereof; any payment made or necessary to be made to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations incurred by the Grantee with respect to the acquisition of the Property or the construction of the Project and amounts otherwise owing to the Grantor or authority by the Grantee or its successors or assigns pursuant to the terms of this Agreement; and

(3) Third, to the extent that any proceeds from such resale are, thereafter, available, taking into account any prior encumbrances with a claim thereto, to reimburse the Grantee, or its successors in interest to the equal to the sum of: (1) Purchase Price; and (2) the third-party costs actually

incurred and paid by the Grantee regarding the development of the Project, including, but not limited to, pro rata costs of carry, taxes, and other items as set forth in a cost certification to be made by the Grantee to the Grantor prior to any such reimbursement, which certification shall be subject to the Grantor's reasonable approval; provided, however, that the Grantee shall not be entitled to reimbursement for any expenses to the extent that such expenses relate to any loans, Liens or other encumbrances that are paid by the Grantor pursuant to the provisions of sub-sections (1) or (2) above.

(4) Any portion of the proceeds from the resale of the Property remaining after the foregoing applications shall be retained by the Grantor as its sole and exclusive property.

8.6 IMMEDIATELY FOLLOWING THE SIXTY (60) DAY PERIOD SPECIFIED IN SECTION 8.1, ABOVE, THE GRANTOR, ITS EMPLOYEES AND AGENTS SHALL HAVE THE RIGHT TO REENTER AND TAKE POSSESSION OF THE PROPERTY AND ANY IMPROVEMENTS THEREON, WITHOUT FURTHER COMPENSATION OR NOTICE UNDER CIVIL CODE SECTION 791 OR OTHERWISE TO THE GRANTEE.

Section 9. Grantee Covenant to Undertake Project. The Grant herein is subject to covenants, on Grantee for itself, its successors and assigns, to and for the exclusive benefit of the City, that the Grantee shall commence and complete the development of the Project on the Property within the time period for such actions set forth in the Schedule of Performance and that the Property shall be improved and developed with the Project in substantial conformity with the terms and conditions of the Development Agreement, the Scope of Development, the Schedule of Performance, any and all plans, specifications and similar development documents required by the Development Agreement, except for such changes as may be mutually agreed upon in writing by and among the Parties, and all applicable laws, regulations, orders and conditions of each Governmental Agency with jurisdiction over the Property or the Project. The covenants of this Section 9 shall run with the land of the Property until the earlier of the date of recordation of the Certificate of Completion or the fifteenth (15th) anniversary of the date of the Close of Escrow.

Section 10. Covenants Run with the Land of the Property. Each of the covenants and agreements contained in this Grant Deed touch and concern the Property and each of them is expressly declared to be a community development covenant that runs with the land for the benefit of the Grantor or the City of San Bernardino, as the successor public agency to the Grantor, and such covenants run with the land in favor of the Grantor for the entire period that such covenants are in full force and effect, regardless of whether the Grantor is or remains an owner of any land or interest in land to which such covenants relate. The Grantor, in the event of any breach of any such covenants, has the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings, to enforce the curing of such breach, as provided in the Agreement or by law. The covenants contained in this Grant Deed are for the benefit of and are enforceable only by the Grantor or the City of San Bernardino, as the successor public agency to the Grantor, and shall survive the execution and recordation of this Grantor Deed and the issuance and recordation of each and every Certificate of Completion, for the time period

set forth above for each covenant, except that covenants in Sections 8 and 9 of this Deed expressly terminate on issuance of a Certificate of Completion and those covenants are no longer enforceable thereafter that event.

Section 11. Costs and Attorneys' Fees for Enforcement Proceeding. If legal proceedings are initiated to enforce the rights, duties or obligations of any of the covenants set forth in this Grant Deed, then the prevailing party in such proceeding shall be entitled to collect its reasonable attorney fees and costs from the other party in addition to any other damages or relief obtained in such proceedings.

Section 12. Effect of Unlawful Provision; Severability. In the event that any provision of this Grant Deed is held to be invalid or unlawful by a final judgment of a court of competent jurisdiction, such invalidity shall not affect the validity of any other provision of this Grant Deed.

IN WITNESS WHEREOF, the Grantor has caused this Grant Deed to be executed by its authorized representative(s) on this ____ day of _____, 2022.

GRANTOR:

THE CITY OF ONTARIO
a California municipal corporation

By: _____
City Manager

[ALL SIGNATURES MUST BE NOTARY ACKNOWLEDGED]

EXHIBIT A
TO
GRANT DEED

Property Legal Description

CERTIFICATE OF ACCEPTANCE OF

GRANT DEED

The undersigned hereby acknowledges acceptance by _____, a California limited liability company, the Grantee in the within Grant Deed, of the delivery of the subject Property described in the within Grant Deed from the City of Ontario.

GRANTEE:

ONTARIO PLACE D BLOCK, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

By: _____
[TITLE]

Dated: _____

[ALL SIGNATURES MUST BE NOTARY ACKNOWLEDGED]

EXHIBIT E

EXHIBIT F
TO
2022 DISPOSITION AND DEVELOPMENT AGREEMENT
(Downtown D Block)

Form of Notice of Agreement

[Attached Behind This Page]

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

The City of Ontario
303 East B Street
Ontario, California 91764
Attn: City Manager

Exempt from Recording fee
pursuant to Gov't Code § 27383

NOTICE OF AGREEMENT

2022 Disposition and Development Agreement

(Downtown D Block)

TO ALL INTERESTED PERSONS PLEASE TAKE NOTICE that _____, a California limited liability company (the "**Developer**") and the City of Ontario, a California municipal corporation (the "**City**") entered into an agreement entitled 2022 Disposition and Development Agreement (Downtown D Block), dated as of _____, 2022 (the "**Agreement**"). A copy of the Agreement is on file with the City and is available for inspection and copying by interested persons as a public record of the City at the City's offices located at 303 East B Street, Ontario, California 91764, during the City's regular business hours.

The Agreement affects the real property described in Exhibit A attached to this Notice of Agreement (the "**Property**"). The meaning of defined terms, indicated by initial capitalization, used in this Notice of Agreement shall be the same as the meaning ascribed to such terms in the Agreement.

PLEASE TAKE FURTHER NOTICE that the Agreement contains certain development covenants running with the land of the Property and other agreements between the Developer and the City affecting the Property, as set forth below (all section references are to the Agreement):

Section 4.1 of the Agreement provides:

4.1 **Developer Covenant to Undertake Project**. Upon close of escrow, the Developer covenants, for itself, its successors and assigns, to and for the exclusive benefit of the City, that the Developer shall commence and complete the development of the Project on the Property within the time period for such actions set forth in the Schedule of Performance. Upon close of escrow, the Developer covenants and agrees for itself, its successors, and assigns, that the Property shall be improved and developed with the Project in substantial conformity with the terms and conditions of this Agreement, the Scope of Development, the Schedule of Performance, any and all plans, specifications and similar development documents required by this Agreement, except for such changes as may be mutually agreed upon in writing by and among the Parties, and all applicable laws, regulations, orders and conditions of each Governmental Agency with jurisdiction over the Property or the Project. The covenants of this Section 4.1 shall run with the land of the

Property until the earlier of the date of recordation of the Certificate of Completion or the fifteenth (15th) anniversary of the date of the Close of Escrow.

Section 5.1 of the Agreement provides:

5.1 **Covenant to Maintain Property on Tax Rolls**. The Developer for itself, its successors and assigns to all or any part or portion of the Property and/or Project, covenants and agrees that:

5.1.1 The entire Property shall remain on the County secured real property tax rolls for twenty years from the date of issuance of a certificate of occupancy for the Project. the full term of this Agreement.

5.1.2 The Developer shall pay all property tax bills with respect to the Property and all improvements thereon on or before the last day for the timely payment of each property tax installment during such time period and to timely pay all supplemental tax bills regarding the Property issued by the County, but may make timely payments pursuant to an approved Tax Assessor payment plan. The Developer further covenants and agrees to provide to the City, upon thirty (30) days' written request by Grantor: (i) a true and correct copy of all property tax assessment notices, property tax bills and property tax assessment correspondence by and between the Developer and the County regarding the Property and all improvements thereon, with respect to the preceding fiscal year of the County, and (ii) cancelled checks issued by the Developer in payment of all property tax payments that are made to the County regarding the Property and all improvements thereon (or other reasonably acceptable evidence of such payment), with respect to the preceding County fiscal year.

5.1.3 The covenants of this Section 5.1 shall run with the land of the Property, shall be enforceable against the Developer and its successors and assigns, and shall be covenants set forth in the Grant Deed, beginning at close of escrow until twenty (20) years from close of Escrow.

Section 5.2 of the Agreement provides:

5.2 **No Conveyance to Tax Exempt Entity**. The Developer for itself, its successors and assigns to all or any part or portion of the Property and/or Project, covenants and agrees that:

5.2.1 The Developer shall not use or otherwise sell, transfer, convey, assign, lease, leaseback or hypothecate the Property, the Project, or any portion of any of the foregoing to any entity or person, or for any use of the Property, the Project, or any portion of any of the foregoing, that is partially or wholly exempt from the payment of real or personal property taxes or that would cause the exemption of the payment of all or any portion of real or personal property taxes otherwise assessable regarding the Property, the Project, or any portion of any of the foregoing, without the prior written consent of the City, which may be withheld in the City's sole and absolute discretion for a period of 20 years from the date of issuance of the certificate of completion for the Project by the City.

Section 5.4 of the Agreement provides:

5.4 **Maintenance Condition of the Property**. The Developer for itself, its successors and assigns to all or any part or portion of the Property and/or Project, covenants and agrees that:

5.4.1 The areas of the Property that are subject to public view (including all existing and future improvements, paving, walkways, landscaping, exterior signage and ornamentation) shall be maintained in good repair and a neat, clean and orderly condition, ordinary wear and tear excepted. If there is an occurrence of an adverse condition on any area of the Property that is subject to public view in contravention of the general maintenance standard described above (a "Maintenance Deficiency"), then the City shall notify the Developer in writing of the Maintenance Deficiency. If the Developer fails to cure or commence and diligently pursue to cure the Maintenance Deficiency within thirty (30) days of its receipt of notice of the Maintenance Deficiency, the City shall have the right to enter the Property and perform all acts necessary to cure the Maintenance Deficiency, or to take any other action at law or in equity that may then be available to the City to accomplish the abatement of the Maintenance Deficiency. Any sum expended by the City for the abatement of a Maintenance Deficiency on the Property pursuant to this Section 5.4.1 shall become a lien on the Property, as applicable. If the amount of the lien is not paid within thirty (30) days after written demand for payment from the City to the Developer, the City shall have the right to enforce the lien in the manner provided in Section 5.4.3.

5.4.2 Graffiti, as this term is defined in Government Code Section 38772, that has been applied to any exterior surface of a structure or improvement on the Property that is visible from any public right-of-way adjacent or contiguous to the Property, shall be removed by the Developer by either painting over the evidence of such vandalism with a paint that has been color-matched to the surface on which the paint is applied, or graffiti may be removed with solvents, detergents or water, as appropriate. If any such graffiti is not removed within five days (5) days following the time of the discovery of the graffiti, the City shall have the right to enter the Property and remove the graffiti, without notice to the Developer. Any sum reasonably expended by the City for the removal of graffiti from the Property pursuant to this Section 5.4.2, shall be a lien on the Property. If the amount of the lien is not paid within thirty (30) days after written demand to the Developer from the City, the City shall have the right to enforce its lien in the manner provided in Section 5.4.3.

5.4.3 The Parties further mutually understand and agree that the rights conferred upon the City under this Section 5.4 expressly include a grant by the Developer of a security interest in the Property with the power to establish and enforce a lien or other encumbrance against the Property or any portion thereof, in the manner provided under Civil Code Sections 2924, 2924b and 2924c, to secure the obligations of the Developer and it successors under Section 5.4.1 or Section 5.4.2, including the reasonable attorneys' fees and costs of the City associated with the abatement of a Maintenance Deficiency or removal of graffiti. For the purposes of the preceding sentence the words "reasonable attorneys' fees and costs of the City" mean and include the salaries, benefits and costs of the City Attorney and the lawyers employed in the Office of the City Attorney. Said security interest will not be enforced without providing Developer an additional notice and thirty (30) days opportunity to pay all costs, interest, and fees due and owing to the City.

5.4.4 The provisions of this Section 5.4, shall be a covenant running with the land of the Property, shall be enforceable against the Developer and its successors and assigns, and shall be covenants set forth in the Grant Deed, but said covenants under section 5.4 expire and are of no

further force and effect after the Certificate of Completion has been issued. Nothing in the foregoing provisions of this Section 5.4 shall be deemed to preclude the Developer from making any alteration, addition, or other change to any structure or improvement or landscaping on the Property, provided that any such changes comply with applicable zoning and building regulations of the City. The expiration of the Covenant on completion does not restrict City from enforcement of any other laws related to public or private nuisances, graffiti removal, or from issuing notices of violations of any City or state code regarding health and safety, building codes or similar codes.

Section 5.5 of the Agreement provides:

5.5 **Obligation to Refrain from Discrimination**. The Developer for itself, its successors and assigns to all or any part or portion of the Property and/or Project, covenants and agrees that:

5.5.1 There shall be no discrimination against or segregation of any person, or group of persons, on account of sex, marital status, race, color, religion, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property nor shall the Developer, itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sub-tenants, sub-lessees or vendees of the Property. The covenant of this Section 5.5 shall run with the land of the Property and shall be enforceable against the Developer and its successors and assigns in perpetuity and be a covenant in the Grant Deed and the Notice of Agreement.

5.5.2 The covenant of this Section 5.5 shall run with the land of the Property in perpetuity, shall be enforceable against the Developer and its successors and assigns, and shall be covenants set forth in the Grant Deed.

This NOTICE OF AGREEMENT is dated as of _____, 2022, and has been executed on behalf of the Developer and the City by and through the signatures of their authorized representative(s) set forth below. This Notice of Agreement may be executed in counterparts and when fully executed each counterpart shall be deemed to be one original instrument.

CITY:

THE CITY OF ONTARIO
a California municipal corporation

Dated:_____, 2022

By: _____
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP

By: _____
City Attorney

DEVELOPER:

ONTARIO PLACE D BLOCK, LLC, a California limited liability company

By: _____
[TITLE]

Dated:_____, 2022

[ALL SIGNATURES MUST BE NOTARY ACKNOWLEDGED]

EXHIBIT A
TO
NOTICE OF AGREEMENT

Legal Description of Property

EXHIBIT G
TO
2022 DISPOSITION AND DEVELOPMENT AGREEMENT
(Downtown D Block)
Form of Official Action of Developer

CERTIFICATION OF LLC AUTHORITY

The undersigned members of _____, a California limited liability company (the "**LLC**"), do certify that we are all of the members of the LLC and that there are no other members.

We further certify that any one (1) of the following named persons, individually:

[INSERT NAMES]

be, and they are, authorized and empowered for and on behalf of and in the name of the LLC to execute and deliver that certain 2022 Disposition and Development Agreement (Downtown D Block), dated _____, 2022, between the City of Ontario, a California municipal corporation, ("**City**") and the LLC (the "**Agreement**"), to purchase certain real property located in the City of Ontario, California, as specifically described in the Agreement, and all other documents to be executed by the LLC in connection with the transactions contemplated in the Agreement, and to take all actions that may be considered necessary to conclude the transactions contemplated in the Agreement and perform the other obligations of the LLC pursuant to the Agreement.

The authority conferred shall be considered retroactive, and any and all acts authorized in this document that were performed before the execution of this Certificate are approved and ratified. The authority conferred shall continue in full force and effect until the City of Ontario, a California municipal corporation shall have received notice in writing from the LLC of the revocation of this Certificate.

We further certify that the activities covered by the foregoing certifications constitute duly authorized activities of the LLC; that these certifications are now in full force and effect; and that there is no provision in any document under which the LLC is organized and/or that governs the LLC's continued existence, limiting the power of the undersigned to make the certifications set forth in this certificate, and that such certifications are in conformity with the provisions of all such documents.

LLC Members:

_____

_____

EXHIBIT H
TO
2022 DISPOSITION AND DEVELOPMENT AGREEMENT

(Downtown D Block)

Form of Certificate of Completion

[Attached Behind This Page]

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

The City of Ontario
303 East B Street
Ontario, California 91764
Attn: City Manager

Exempt from Recording fee
pursuant to Gov't Code § 27383

I, Scott Ochoa, City Manager of the City of San Bernardino (the "City") certify that:

1.1. The Project described as [_____] required to be constructed in accordance with that certain 2022 Disposition and Development Agreement (Downtown D Block), dated _____, 2022 ("DDA"), between the City and Ontario Place D Block, LLC, a California limited liability company (the "**Developer**"), on that certain real property specifically described in the legal description(s) attached to this Certificate of Completion as **Exhibit A** (the "**Property**"), is complete in accordance with the provisions of the Agreement.

This Certificate of Completion constitutes conclusive evidence of the City's determination of the Developer's satisfaction of its obligation under the Agreement to construct and install the Project on the Property, including any and all buildings, parking areas, landscaping areas and related improvements necessary to support or meet any requirements applicable to the Project and its use and occupancy on the Project, whether or not such improvements are located on or off the Property or on other property subject to the Agreement. Notwithstanding any provision of this Certificate of Completion, the City may enforce any covenant surviving this Certificate of Completion in accordance with the terms and conditions of the Agreement and the Grant Deed by which the Property was conveyed to the Developer by the City under the Agreement. The Agreement is an official record of the City and a copy of the Agreement may be inspected at the City's office located at 303 East B Street, Ontario, California 91764, during the City's regular business hours.

DATED AND ISSUED this _____ day of _____, _____.

THE CITY OF ONTARIO
a California municipal corporation

By: _____
City Manager

EXHIBIT H

EXHIBIT A
TO
CERTIFICATE OF COMPLETION

Legal Description of the Property

STATE OF CALIFORNIA)

ss)

COUNTY OF _____)

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

WITNESS my hand and official seal.

_____
Notary Public

CITY OF ONTARIO *Agenda Report* **July 5, 2022**	**SECTION:** **PUBLIC HEARINGS**
Department: Utilities Prepared By: Joline Neal Staff Member Presenting: Scott Burton, Utilities General Manager Reviewed By: Dennice Raygoza, Albert G Gastelum, Michael Sigsbee Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 16

SUBJECT: A PUBLIC HEARING TO RECEIVE AND RESPOND TO PUBLIC COMMENT ON CITY'S WATER QUALITY RELATIVE TO PUBLIC HEALTH GOALS

RECOMMENDATION: That the City Council receive and respond to public comment on the Public Health Goals Report relative to the City's drinking water.

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

FISCAL IMPACT: This is an informational item and there is no direct fiscal impact associated with this action.

BACKGROUND & ANALYSIS: The Public Health Goals Report is a requirement of the Calderon-Sher California Safe Drinking Water Act of 1996 and California Health and Safety Code Section 116470 which mandate that all public water systems with 10,000 or more service connections prepare such a written report every three years. The report serves as supplemental information to the City's annual Consumer Confidence Report, produced by the Ontario Municipal Utilities Company, and identifies and discusses constituents in Ontario's water supplies within drinking water standards but above Public Health Goals (PHGs). PHGs are non-enforceable goals set by the California Environmental Protection Agency's Office of Environmental Health Hazard Assessment, whereas drinking water standards, known as Maximum Contaminant Levels (MCLs), must be met to comply with the City's Domestic Water Supply Permit. A comparison of detectable levels of contaminants against state and federally adopted MCLs is also included. The report concludes that Ontario delivers water that meets or exceeds the US Environmental Protection Agency (USEPA) and California State Water Resources Control Board (Water Board) MCLs to its customers and further recommends that no mitigating actions are required at this time.

City of Ontario

2022

Public Health Goals Report



June 2022

Prepared by: OMUC Water Quality Programs

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Introduction

Under the Calderon-Sher Safe Drinking Water Act of 1996 and Health and Safety Code Section 116470(b), California water systems with more than 10,000 service connections must prepare a report every three years for contaminants exceeding their respective California Public Health Goals (PHGs). If a PHG is not established, then the federal Maximum Contaminant Level Goal (MCLG) is used. Unlike mandatory drinking water standards that utilize Maximum Contaminant Levels (MCLs) that are enforceable, PHGs and MCLGs are non-enforceable non-mandatory goals.

Contaminants detected above the PHG or MCLG in Ontario's drinking water from 2019 to 2021 from City-owned facilities are discussed in this report. Information containing contaminant exposure and health risk, and cost estimates for available treatment options are also provided.

The 2022 Public Health Goals Report will be available for public viewing from June 1, 2022, until July 5, 2022, at the City of Ontario's City Clerk and Records Department. Public hearings will be held on July 5th and July 19th at the Ontario City Council Chambers located at Ontario City Hall, 303 East "B" Street, Ontario, CA 91761. The public is encouraged to participate on issues concerning the City's drinking water.

California's Drinking Water Regulatory Process

California Health and Safety Code Section 116365 requires the State Water Resources Control Board (Water Board) to adopt drinking water standards for contaminants in drinking water based on the following criteria:

- Shall not be less than the United States Environmental Protection Agency's (USEPA) national primary drinking water standards.
- At a level close to the corresponding PHG, if feasible.
- At a level that is technologically and economically feasible.

Drinking water standards are assigned numerical values in the form of an MCL. In some cases, it may not be practical to set an MCL at the same concentration as the PHG because certain treatment options may not be available, or it is not cost-effective.

What are Public Health Goals and Maximum Contaminant Level Goals?

PHGs are non-enforceable goals established by the California Environmental Protection Agency (CalEPA) Office of Environmental Health Hazard Assessment (OEHHA) and water systems are not required to meet these goals. PHGs are a

contaminant's concentration in drinking water that would pose no significant risk to the public's health if consumed over a lifetime of 70 years. They are based on health risk assessment principles and methods, which are not the same factors considered when establishing enforceable drinking water standards (i.e., MCLs).

The USEPA uses a similar process to CalEPA OEHHA in determining MCLGs. MCLGs are not identical to PHGs and are only the federal equivalent to PHGs in California. For the purposes of this report, if a contaminant has no assigned PHG, then the MCLG will be used.

What are Detection Limits for Purposes of Reporting and Reporting Limits?

Detection Limits for Purposes of Reporting (DLRs) are the lowest concentration measured by a laboratory and reported to determine if a water system follows drinking water standards. DLRs are decided by the Water Board for each regulated contaminant. They are not the lowest concentration a contaminant can be detected by a laboratory. However, laboratories can achieve a reporting limit (RL) that is lower than or equal to the DLR. RLs are the lowest concentration at which a contaminant can be detected in a sample and its concentration can reported with a reasonable degree of accuracy and precision.

Units of Measurement

Inorganic and organic contaminants are measured by comparing weight to volume. They are commonly expressed as milligrams per liter (mg/L), micrograms per liter (µg/L), or nanograms per liter (ng/L). These measurements can also be expressed using a parts-per notation format that describes a quantity-per-quantity value, such as parts per million (ppm), parts per billion (ppb), or parts per trillion (ppt).

Table 1: Weight to volume measurements

1 mg/L or 1 ppm IS LIKE	1 µg/L or 1 ppb IS LIKE	1 ng/L or 1 ppt IS LIKE
1 second in 11.5 days	1 second in nearly 32 years	1 second in nearly 32,000 years
1 cup of water in an average swimming pool	1 drop of water in an average swimming pool	1 grain of salt in an Olympic size swimming pool

Alpha particles are measured in picocuries per liter (pCi/L), which is the decay of about two radioactive atoms per minute.

What is Best Available Technology?

Best Available Technologies (BATs) are known treatment methods that reduce a contaminant's concentration level to safe levels (i.e., below the MCL). When the Water Board develops drinking water standards, treatment methods are identified as being the best available technology for reducing specific contaminates. They are part of the regulatory process when an MCL is established. The Water Board also considers the cost and benefits that BAT provides.

Cost Estimates

Reducing a contaminant to a level at or below the PHG or MCLG is difficult. It is often not economically or technologically feasible because PHGs (or MCLGs) are set at levels lower than the MCL. Achieving treated levels at or near the PHG or MCLG may not be possible to detect with current laboratory analytical methods for most contaminants. In some cases, installing treatment to mitigate already low levels of one contaminant may have adverse effects on other aspects of water quality.

Guidelines Followed

The Association of California Water Agencies (ACWA) formed a work group which prepared guidelines for public water systems to use in preparing PHG reports. The most recent ACWA guidelines was used in preparing our report along with OEHHA publication of "Health Risk Information for Public Health Goal Exceedance Report, February 2019". No guidance materials are available from the Water Board on preparing PHG reports.

City of Ontario's Drinking Water Sources

Ontario's water supplies are comprised of surface water and groundwater. Ontario Municipal Utilities Company (OMUC) purchases surface water from the State Water Project (via the Inland Empire Utilities Agency and supplied by the Metropolitan Water District of Southern California) and is treated locally by the Water Facilities Authority (WFA) using conventional water treatment methods. Ground water is extracted from the Chino Basin and consist of City-owned wells, San Antonio Water Company (SAWCO), and Chino Basin Desalter Authority (CDA) wells.

Water Quality Data Considered

Water Quality data from measurements performed on City-owned production facilities from 2019 to 2021 were used in this report. Measurements from WFA, SAWCO, and CDA are not included in this report as they are purchased drinking water supplies. For more information on these purchased supplies, please visit the City of Ontario's website at www.ontarioca.gov/OMUC/Utilities or call (909) 395-2605 to request a hardcopy of the 2019, 2020, 2021 Consumer Confidence Reports.

Contaminants Detected that Exceed a PHG or MCLG

Contaminants identified in Table 2 were detected above a PHG or MCLG from 2019 to 2021 by OMUC. Three contaminants (Arsenic, DBCP, Perchlorate) exceeded PHG levels, and two contaminants (Alpha Particles and Total Coliform Bacteria) exceeded MCLG levels. The following sections discuss contaminants that were detected above a PHG or MCLG, health risks, exposure, treatment options, preliminary cost estimates, and recommendations to be implemented by OMUC.

Table 2: 2019-2021 Contaminants detected above a PHG or MCLG in Ontario-owned wells

Contaminant	PHG OR [MCLG]	Water Quality Standard (MCL)	Detected Concentrations in Ontario-owned wells above a PHG or MCLG
Alpha Particles	[0 pCi/L]	15 pCi/L	Range of 0.523 pCi/L to 4.240 pCi/L
Arsenic	0.004 µg/L	10 µg/L	Range of 2.7 µg/L to 3.5 µg/L
DBCP (1,2-Dibromo-3-chloropropane)	1.7 ng/L	200 ng/L	Range of 0 ng/L to 36 ng/L
Perchlorate	1 µg/L	6 µg/L	Range of 0 µg/L to 4.1 µg/L

Alpha Particles

Radiation is a form of energy and comes from unstable elements that occur naturally in the environment or produced by machines. When certain unstable elements become stable, radiation is released and usually travels in the form of energy waves (gamma rays or x-rays) or as energized particles (alpha or beta particles). This process is called radioactive decay.

Alpha particles come from the decay or the heaviest radioactive elements, such as radium, polonium, radon, and uranium. Although alpha particles contain high amounts of energy, they are also heavy and use up their energy over short distances. They typically travel no more than a few centimeters from its source.

Since polonium is considered the most potent emitter of alpha particles, the USEPA has set the MCLG for alpha particles at 0 pCi/L based on this element. In 2003, CalEPA OEHHA determined that a PHG was not practical because alpha particles do not represent a specific contaminant and is used more for a screening tool for naturally occurring radionuclides. The federal and CA MCL is 15 pCi/L for alpha particles because it indicates that the number of alpha emitting radionuclides (uranium and radium) that is present.

The health effect of alpha particles depends on how exposure takes place. Alpha particles lack the energy to penetrate the outer layer of skin. However, if alpha emitters have been inhaled, ingested, or absorbed into the blood stream, then there is a greater risk associated with cancer, in particular lung cancer (inhalation). The greatest exposure to alpha radiation comes from the inhalation of radon and its decay products.

The USEPA classifies alpha particles as carcinogenic. The cancer health risk at the MCLG of 0 pCi/L is zero. The USEPA believes this is the safest concentration one can be exposed to for a lifetime of 70 years without risk. The numerical cancer health risk at the MCL of 15 pCi/L could be 1×10^{-3}. This means that one excess case of cancer per 1,000 people exposed to the MCL for a lifetime of 70 years.

The DLR for alpha particles is 3 pCi/L. Alpha particles detected in the City's drinking water are below the MCL. Water quality measurements ranged from 0.523 pCi/L to 4.240 pCi/L (Appendix A). The only approved treatment option to reduce alpha particles below the MCL is reverse osmosis. Since the MCLG is zero for alpha particles, 1) test methods cannot reliably measure concentrations at the MCLG, and 2) it is unknown if reverse osmosis treats to or below the MCLG. Cost estimates provided in Table 3 are based on treating 15 ground water wells to the minimum detectable concentration by a test method, which is 1 pCi/L.

Since the City's alpha particle concentrations are significantly below the MCL, OMUC will continue to monitor and operate the City's ground water wells below the MCL. No further action is required by OMUC to implement this treatment option.

Table 3: BAT treatment for alpha particles

Best Available Technology Treatment	Annualized Total Cost (Capital and O&M) [1]	Increased cost per connection [2]
Reverse Osmosis	$70,800,526	$1,862.34

Arsenic

Arsenic is an element that is found naturally in air, water, soil, rocks and minerals, food, and living organisms at low concentrations. Since arsenic is found everywhere, low concentrations are present in food and drinking water sources. Weathering of rocks and minerals are the primary sources of arsenic found in drinking water. Arsenic represents 0.0001 percent among the elements in the Earth's crust. However, arsenic is widely distributed and commonly associated with ores of metals (e.g., copper, lead, and gold). Other sources of arsenic that can enter drinking water supplies include urban runoff, pesticides, fly ash from power plants, treated wood, municipal and industrial waste disposal sites, and smelting and mining wastes. [3]

The USEPA finalized a regulatory drinking water standard (MCL) at 10 µg/L in 2001. In California, under the Safe Drinking Water and Toxic Enforcement Act (also known as Proposition 65), arsenic was one of the first chemicals listed known to cause cancer or reproductive harm. The CA MCL was established at 10 µg/L to protect consumers against the effects of long-term, chronic exposure to arsenic in drinking water.

Arsenic does not accumulate in the body. Organic arsenic is excreted as either unchanged or metabolized in the human body. Inorganic arsenic is absorbed and converted by the liver to more toxic forms and excreted in the urine. Associated health risks with long-term exposure to inorganic arsenic through drinking water are high risks of lung and bladder cancer and, to a lesser extent, increased risk of cancer in the skin, liver, and kidneys. Chronic arsenic exposure may damage the liver and nerves as well as development of skin abnormalities (e.g., discoloration and unusual growths that may become cancerous). Other serious health effects include developmental defects, stillbirth, and spontaneous abortion along with heart attacks, strokes, diabetes mellitus, and high blood pressure. [3]

Arsenic's PHG is 0.004 µg/L. The health risk at the PHG level could be 1 x 10^{-6}. This means that one excess cancer case per one million people exposed to the PHG level for a lifetime of 70 years. The health risk at the MCL level could be 2.5 x 10^{-3}. This

[1] Over a 3-year period
[2] Based on 38,017 connections
[3] Alexeeff, George V. and Fan, Anna M. "Public Health Goal for Arsenic in Drinking Water." *Office of Environmental Health Hazard Assessment, California Environmental Protection Agency,* April 2004. https://oehha.ca.gov/media/downloads/water/public-health-goal/asfinal.pdf.

means that 2.5 excess cancer case per one thousand people exposed to the MCL for a lifetime of 70 years.

The DLR for arsenic is 2 µg/L. Concentration levels in the City's drinking water are below the MCL. Two of the City's ground water wells had single detections measured above the PHG: 2.7 µg/L and 3.5 µg/L (Appendix A). The remaining ground water wells that serve Ontario had no arsenic detections.

Approved treatment options to reduce arsenic below the MCL are coagulation and filtration, ion exchange, and reverse osmosis. It is worth noting that current analytical test methods cannot measure arsenic at or below the PHG of 0.004 µg/L. This limits the capability that any of these three technologies could reduce arsenic to the PHG level. Cost estimates provided in Table 4 are based on treating 2 ground water wells to arsenic's DLR. OMUC will continue to monitor and operate the City's ground water wells at levels below the MCL. No further action is required by OMUC to implement treatment options.

Table 4: BAT treatment for arsenic

Best Available Technology Treatment	Annualized Total Cost (Capital and O&M) [4]	Increased cost per connection [5]
Coagulation & Filtration	$1,511,453	$39.76
Ion Exchange	$8,061,082	$212.04
Reverse Osmosis	$27,004,628	$710.33

DBCP (1,2-Dibromo-3-chloropropane)

DBCP was originally produced by the Dow Chemical Company under the trade name Fumazone. The Shell Development Company also introduced DBCP under the trade name "OS 1897" and was used as a soil fumigant for controlling parasitic plant nematodes. The major agricultural use was on soybeans. In 1977, the USEPA suspended registration of products containing DBCP and California suspended agricultural usages. It was not until 1985, that the USEPA issued an intent to cancel all registrations for DBCP-containing pesticide products. Today, small amounts are used for research purposes and as an intermediate in organic synthesis [6].

[4] Over a 3-year period
[5] Based on 38,017 connections
[6] Alexeeff, George V. and Fan, Anna M. "Public Health Goal for 1,2-Dibromo-3-chloropropane (DBCP) in Drinking Water." *Office of Environmental Health Hazard Assessment, California Environmental Protection Agency,* February 1999. https://oehha.ca.gov/media/downloads/water/chemicals/phg/dbcpf.pdf.

The USEPA has classified DBCP as a B2 carcinogen, which might be carcinogenic to humans. Under Proposition 65, DBCP is listed as a chemical known to cause cancer and male reproductive toxicity. Acute toxic effects in humans are related to exposure of DBCP through inhalation and/or skin adsorption. Symptoms of acute exposure include dyspnea, drowsiness, nausea, vomiting, abdominal cramps, diarrhea, irritations to the eye, skin and respiratory system, central nervous system depression, and death. Chronic toxicity information on reproductive and carcinogenic effects in humans is limited.

The PHG for DBCP is 1.7 ng/L and the MCL is 200 ng/L. The numerical health risk at the PHG could be 1×10^{-6}. This means that one excess cancer case per one million people exposed to the PHG level for a lifetime of 70 years. The numerical health risk at the MCL level could be 1×10^{-4}. This means that one excess cancer case per ten thousand people exposed to the MCL level for a lifetime of 70 years.

The DLR for DBCP is 10 ng/L. Two of the City's ground water wells with DBCP detections above the PHG, are already being treated at a facility for other contaminants. However, this treatment facility does not treat for DBCP. Detections above the PHG ranged from 0 ng/L to 36 ng/L in the treated water from these 2 wells (Appendix A).

Treatment options to reduce DBCP to the DLR are granular activated carbon and packed tower aeration. It is unknown if these treatment options can reduce DBCP to the PHG because current test methods cannot detect to the PHG level of 1.7 ng/L. Cost estimates provided in Table 5 are for treating a blend of these two wells to the DLR.

OMUC will continue to monitor and operate these two wells below the MCL. No further action is required at this time by OMUC.

Table 5: BAT treatment for DBCP

Best Available Technology Treatment	Annualized Total Cost (Capital and O&M) [7]	Increased cost per connection [8]
Packed Tower Aeration	$598,762	$15.75
Granular Activated Carbon	$3,018,247	$79.39

[7] Over a 3-year period
[8] Based on 38,017 connections

Perchlorate

Perchlorate is formed by sunlight or lightening interacting with oxygen and chlorine in the atmosphere and falls into the earth when it rains. Industrial uses are highway flares, fireworks and other explosives, and rocket fuel. Perchlorate salts have been widely used as an oxidizer in solid propellants for rockets and missiles since the mid-1940s.

Perchlorate has been extensively studied and shown to block iodide intake in the thyroid gland, where thyroid hormones are produced. The thyroid hormone is necessary for a variety of basic human physiological functions, including controlling basal metabolic rates; protein, carbohydrate, and fat metabolism; protein synthesis; proper differentiation and development of cells; and the cognitive and physical development of the fetus, infant, and child [9].

In February 2015, CalEPA OEHHA reduced the PHG from 4 µg/L to 1 µg/L. The revised PHG considers children, infants, and fetus' exposure to perchlorate. Studies show that infants are significantly more susceptible to perchlorate than healthy adults. In fetuses, infants, and children, a potential for abnormal growth and development may exist. Furthermore, infants may have decreased IQs because of the reduced production of thyroid hormones.

CalEPA OEHHA considers perchlorate to have the following health risk categories: endocrine toxicity (thyroid) and developmental toxicity (neurodevelopmental deficits). However, CalEPA OEHHA has not established an associated cancer health risk with this contaminant.

Perchlorate's DLR was changed from 4 µg/L to 2 µg/L on July 1, 2021. The CA State Water Board MCL (6 µg/L) has not be revised at this time. Perchlorate concentration levels in the City's drinking water have ranged from 0 µg/L to 4.1 µg/L (Appendix A). Treatment options to reduce perchlorate concentration levels below the PHG are Ion Exchange and Biological Fluidized Bed Reactor. Cost estimates provided in Table 6 are for treating 11 ground water wells and upgrading one treatment facility to the PHG.

Perchlorate is monitored extensively in all of the City's ground water wells and treatment facilities. Ion exchange is used for 3 of the City's ground water wells that have historically contained perchlorate near or above eighty percent (80%) of the MCL. OMUC is currently constructing an ion exchange treatment facility to address perchlorate concentrations in two of the City's other wells (Wells 37 and 39). A third well (Well 50) is in design for an ion exchange treatment facility. OMUC will continue

[9] California Environmental Protection Agency, Office of Environmental Health Hazard Assessment. *Public Health Goal for Perchlorate in Drinking Water*, February 2015. https://oehha.ca.gov/media/downloads/water/public-health-goal/perchloratephgfeb2015.pdf.

to monitor and operate the City's ground water wells and treatment facilities at levels near the DLR but below the MCL.

Table 6: BAT treatment for perchlorate

Best Available Technology Treatment	Annualized Total Cost (Capital and O&M) [10]	Increased cost per connection [11]
Ion Exchange	$19,386,709	$509.95
Biological Fluidized Bed Reactor	$31,521,901	$829.15

Recommendations

OMUC is committed to providing a safe and reliable supply of high-quality drinking water in an economical, efficient, and responsible manner. The drinking water quality provided to the City of Ontario meets all federal drinking water standards set to protect public health and is done so, in part, by employing water treatment technologies.

The effectiveness of additional treatment options in reducing contaminant concentrations to PHG levels is uncertain at this time and would significantly increase operation and maintenance costs. Therefore, it is recommended that OMUC continue to focus on operating existing treatment facilities and employ operation practices that allow optimum reductions towards PHG levels.

References

1. Alexeeff, George V. and Fan, Anna M. "Public Health Goal for 1,2-Dibromo-3-chloropropane (DBCP) in Drinking Water." Office of Environmental Health Hazard Assessment, California Environmental Protection Agency, February 1999. https://oehha.ca.gov/media/downloads/water/chemicals/phg/dbcpf.pdf. Accessed 23 February 2022.

2. Alexeeff, George V. and Fan, Anna M. "Public Health Goal for Arsenic in Drinking Water." Office of Environmental Health Hazard Assessment, California Environmental Protection Agency, April 2004. https://oehha.ca.gov/media/downloads/water/public-health-goal/asfinal.pdf. Accessed 23 February 2022.

[10] Over a 3-year period
[11] Based on 38,017 connections

3. Association of California Water Agencies. Suggested Guidelines for Preparation of Required Reports on Public Health Goals (PHGs) to Satisfy Requirement of California Health and Safety Code Section 116470(b), April 2022.

4. United States Environmental Protection Agency. Sustainable Futures / P2 Framework Manual 2012 EPA-748-B12-001, May 2015. https://www.epa.gov/sites/production/files/2015-05/documents/13.pdf.

5. California's Code of Regulations, Title 22, Division 4, Chapter 15. https://www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/Lawbook.html.

6. California Environmental Protection Agency, Office of Environmental Health Hazard Assessment. A Guide to Health Risk Assessment, 2001. https://oehha.ca.gov/media/downloads/risk-assessment/document/hrsguide2001.pdf. Accessed 23 February 2022.

7. California Environmental Protection Agency, Office of Environmental Health Hazard Assessment. Public Health Goal for Perchlorate in Drinking Water, February 2015. https://oehha.ca.gov/media/downloads/water/public-health-goal/perchloratephgfeb2015.pdf. Accessed 23 February 2022.

APPENDIX A

2019 – 2021 Water Quality Measurements

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ONTARIO MUNICIPAL UTILITIES COMPANY

2019-2021 Alpha Particles Water Quality Data

Monitoring Location	Date	Gross Alpha
CA3610034_020_020: Well 24	7/15/2020	2.110 pCi/L
CA3610034_025_025: Well 29	7/15/2020	0.553 pCi/L
CA3610034_026_026: Well 30	7/15/2020	1.160 pCi/L
CA3610034_027_027: Well 31	7/1/2020	2.190 pCi/L
CA3610034_030_030: Well 35	7/15/2020	0.919 pCi/L
CA3610034_031_031: Well 36	7/22/2020	1.540 pCi/L
CA3610034_032_032: Well 37	7/22/2020	1.140 pCi/L
CA3610034_034_034: Well 38	7/22/2020	1.020 pCi/L
CA3610034_041_041: Well 40	7/1/2020	4.240 pCi/L
CA3610034_042_042: Well 41	7/1/2020	0.523 pCi/L
CA3610034_045_045: Well 45	7/9/2020	2.390 pCi/L
CA3610034_046_046: Well 46	7/9/2020	1.310 pCi/L
CA3610034_048_048: Well 47	7/9/2020	1.380 pCi/L
CA3610034_049_049: Well 49	7/9/2020	1.030 pCi/L
CA3610034_044_044: Well 52	7/1/2020	1.750 pCi/L

Alpha Particles Regulatory Information
Water Board MCL: 15 pCi/L
Water Board PHG: None [1]
USEPA MCLG: 0 pCi/L
Water Board DLR: 3 pCi/L

Ontario's Monitoring Summary	
Minimum Alpha Particles Detection above MCLG:	0.523 pCi/L
Average Alpha Particles Detection above MCLG:	1.550 pCi/L
Maximum Alpha Particles Detection above MCLG:	4.240 pCi/L

[1] CalEPA OEHHA concluded in 2003 that a PHG was not practical.

ONTARIO MUNICIPAL UTILITIES COMPANY

2019-2021 Arsenic Water Quality Data

Monitoring Location	Date	Arsenic
CA3610034_041_041: Well 40	7/1/2020	3.5 µg/L
CA3610034_044_044: Well 52	7/1/2020	2.7 µg/L

Arsenic Regulatory Information
Water Board MCL: 10 µg/L
Water Board PHG: 0.004 µg/L
Water Board DLR: 2 µg/L

Ontario's Monitoring Summary	
Minimum Arsenic Detection above PHG:	2.7 µg/L
Average Arsenic Detection above PHG:	3.1 µg/L
Maximum Arsenic Detection above PHG:	3.5 µg/L

ONTARIO MUNICIPAL UTILITIES COMPANY

2019-2021 DBCP (1,2-Dibromo-3-chloropropane) Water Quality Data

Monitoring Location [1]	Date	DBCP
CA3610034_047_047: IX Plant Final Effluent	1/7/2019	21 ng/L
CA3610034_047_047: IX Plant Final Effluent	2/4/2019	19 ng/L
CA3610034_047_047: IX Plant Final Effluent	4/22/2019	24 ng/L
CA3610034_047_047: IX Plant Final Effluent	5/6/2019	22 ng/L
CA3610034_047_047: IX Plant Final Effluent	6/12/2019	17 ng/L
CA3610034_047_047: IX Plant Final Effluent	10/8/2019	36 ng/L
CA3610034_047_047: IX Plant Final Effluent	11/13/2019	18 ng/L
CA3610034_047_047: IX Plant Final Effluent	12/3/2019	0 ng/L
CA3610034_047_047: IX Plant Final Effluent	7/6/2020	21 ng/L
CA3610034_047_047: IX Plant Final Effluent	8/3/2020	20 ng/L
CA3610034_047_047: IX Plant Final Effluent	9/1/2020	21 ng/L
CA3610034_047_047: IX Plant Final Effluent	10/13/2020	16 ng/L
CA3610034_047_047: IX Plant Final Effluent	8/5/2021	20 ng/L
CA3610034_047_047: IX Plant Final Effluent	9/15/2021	16 ng/L
CA3610034_047_047: IX Plant Final Effluent	10/13/2021	14 ng/L

DBCP Regulatory Information
Water Board MCL: 200 ng/L
Water Board PHG: 1.7 ng/L
Water Board DLR: 10 ng/L

Ontario's Monitoring Summary	
Minimum DBCP Detection above PHG:	0 ng/L
Average DBCP Detection above PHG:	19 ng/L
Maximum DBCP Detection above PHG:	36 ng/L

[1] Plant Final Effluent is a treated blend from 2 ground water wells.

ONTARIO MUNICIPAL UTILITIES COMPANY

2019 - 2021 Perchlorate Water Quality Data

Monitoring Location	Date	Perchlorate
CA3610034_020_020: Well 24	7/17/2019	0.99 µg/L
CA3610034_020_020: Well 24	7/15/2020	1.10 µg/L
CA3610034_020_020: Well 24	7/21/2021	0.90 µg/L
CA3610034_025_025: Well 29	7/10/2019	0.90 µg/L
CA3610034_025_025: Well 29	8/7/2019	1.00 µg/L
CA3610034_025_025: Well 29	8/15/2019	0.93 µg/L
CA3610034_025_025: Well 29	8/21/2019	1.00 µg/L
CA3610034_025_025: Well 29	8/27/2019	1.10 µg/L
CA3610034_025_025: Well 29	9/3/2019	1.00 µg/L
CA3610034_025_025: Well 29	9/12/2019	0.99 µg/L
CA3610034_025_025: Well 29	9/16/2019	0.87 µg/L
CA3610034_025_025: Well 29	12/26/2019	0.00 µg/L
CA3610034_025_025: Well 29	6/30/2020	1.10 µg/L
CA3610034_025_025: Well 29	7/7/2020	1.20 µg/L
CA3610034_025_025: Well 29	7/15/2020	1.20 µg/L
CA3610034_025_025: Well 29	7/20/2020	1.10 µg/L
CA3610034_025_025: Well 29	7/27/2020	0.83 µg/L
CA3610034_025_025: Well 29	8/3/2020	1.00 µg/L
CA3610034_025_025: Well 29	8/10/2020	0.95 µg/L
CA3610034_025_025: Well 29	8/17/2020	1.00 µg/L
CA3610034_025_025: Well 29	8/24/2020	1.00 µg/L
CA3610034_025_025: Well 29	9/1/2020	0.96 µg/L
CA3610034_025_025: Well 29	9/8/2020	1.10 µg/L
CA3610034_025_025: Well 29	9/14/2020	1.20 µg/L
CA3610034_025_025: Well 29	9/21/2020	1.10 µg/L
CA3610034_025_025: Well 29	10/1/2020	1.00 µg/L
CA3610034_025_025: Well 29	10/5/2020	1.10 µg/L
CA3610034_025_025: Well 29	10/13/2020	1.10 µg/L
CA3610034_025_025: Well 29	10/19/2020	1.10 µg/L
CA3610034_025_025: Well 29	7/14/2021	0.98 µg/L
CA3610034_025_025: Well 29	7/19/2021	1.10 µg/L
CA3610034_025_025: Well 29	7/21/2021	1.10 µg/L
CA3610034_025_025: Well 29	7/26/2021	0.99 µg/L
CA3610034_025_025: Well 29	8/2/2021	1.00 µg/L
CA3610034_025_025: Well 29	8/9/2021	1.00 µg/L
CA3610034_025_025: Well 29	8/16/2021	1.10 µg/L
CA3610034_025_025: Well 29	9/29/2021	1.10 µg/L
CA3610034_025_025: Well 29	10/6/2021	1.00 µg/L

Monitoring Location	Date	Perchlorate
CA3610034_026_026: Well 30	7/17/2019	1.30 µg/L
CA3610034_026_026: Well 30	7/15/2020	1.40 µg/L
CA3610034_026_026: Well 30	7/14/2021	1.40 µg/L
CA3610034_027_027: Well 31	6/30/2020	2.80 µg/L
CA3610034_027_027: Well 31	10/6/2021	2.30 µg/L
CA3610034_030_030: Well 35	1/10/2019	1.90 µg/L
CA3610034_030_030: Well 35	10/8/2019	1.80 µg/L
CA3610034_030_030: Well 35	1/27/2020	2.10 µg/L
CA3610034_030_030: Well 35	4/15/2020	1.40 µg/L
CA3610034_030_030: Well 35	7/15/2020	2.30 µg/L
CA3610034_030_030: Well 35	1/13/2021	1.20 µg/L
CA3610034_030_030: Well 35	4/21/2021	1.20 µg/L
CA3610034_030_030: Well 35	7/28/2021	1.40 µg/L
CA3610034_030_030: Well 35	10/6/2021	1.20 µg/L
CA3610034_032_032: Well 37	7/10/2019	2.90 µg/L
CA3610034_032_032: Well 37	7/22/2020	3.20 µg/L
CA3610034_032_032: Well 37	8/24/2020	3.30 µg/L
CA3610034_032_032: Well 37	9/1/2020	3.50 µg/L
CA3610034_032_032: Well 37	9/8/2020	3.50 µg/L
CA3610034_032_032: Well 37	9/14/2020	4.10 µg/L
CA3610034_032_032: Well 37	9/21/2020	3.60 µg/L
CA3610034_032_032: Well 37	9/28/2020	3.40 µg/L
CA3610034_041_041: Well 40	3/8/2019	1.00 µg/L
CA3610034_041_041: Well 40	3/12/2019	1.10 µg/L
CA3610034_041_041: Well 40	3/18/2019	1.10 µg/L
CA3610034_041_041: Well 40	3/25/2019	1.20 µg/L
CA3610034_041_041: Well 40	4/2/2019	1.00 µg/L
CA3610034_041_041: Well 40	4/8/2019	0.89 µg/L
CA3610034_041_041: Well 40	4/17/2019	0.96 µg/L
CA3610034_041_041: Well 40	6/20/2019	1.10 µg/L
CA3610034_041_041: Well 40	6/26/2019	0.93 µg/L
CA3610034_041_041: Well 40	7/3/2019	0.84 µg/L
CA3610034_041_041: Well 40	7/10/2019	0.79 µg/L
CA3610034_041_041: Well 40	7/17/2019	0.88 µg/L
CA3610034_041_041: Well 40	7/24/2019	0.82 µg/L
CA3610034_041_041: Well 40	7/29/2019	0.89 µg/L
CA3610034_041_041: Well 40	8/7/2019	0.85 µg/L
CA3610034_041_041: Well 40	8/15/2019	0.83 µg/L
CA3610034_041_041: Well 40	8/21/2019	0.81 µg/L
CA3610034_041_041: Well 40	8/27/2019	0.78 µg/L
CA3610034_041_041: Well 40	9/3/2019	0.88 µg/L

Monitoring Location	Date	Perchlorate
CA3610034_041_041: Well 40	9/12/2019	0.79 µg/L
CA3610034_041_041: Well 40	9/16/2019	0.78 µg/L
CA3610034_041_041: Well 40	12/26/2019	1.20 µg/L
CA3610034_041_041: Well 40	5/5/2020	1.30 µg/L
CA3610034_041_041: Well 40	5/11/2020	1.30 µg/L
CA3610034_041_041: Well 40	5/18/2020	1.10 µg/L
CA3610034_041_041: Well 40	5/26/2020	0.97 µg/L
CA3610034_041_041: Well 40	6/1/2020	0.87 µg/L
CA3610034_041_041: Well 40	6/8/2020	0.80 µg/L
CA3610034_041_041: Well 40	6/15/2020	0.92 µg/L
CA3610034_041_041: Well 40	6/22/2020	0.87 µg/L
CA3610034_041_041: Well 40	6/30/2020	0.84 µg/L
CA3610034_041_041: Well 40	7/1/2020	0.87 µg/L
CA3610034_041_041: Well 40	7/6/2020	0.97 µg/L
CA3610034_041_041: Well 40	7/13/2020	0.88 µg/L
CA3610034_041_041: Well 40	7/20/2020	0.86 µg/L
CA3610034_041_041: Well 40	7/27/2020	0.70 µg/L
CA3610034_041_041: Well 40	8/3/2020	0.67 µg/L
CA3610034_041_041: Well 40	8/10/2020	0.84 µg/L
CA3610034_041_041: Well 40	8/17/2020	0.87 µg/L
CA3610034_041_041: Well 40	8/24/2020	0.79 µg/L
CA3610034_041_041: Well 40	9/1/2020	0.89 µg/L
CA3610034_041_041: Well 40	9/8/2020	0.76 µg/L
CA3610034_041_041: Well 40	9/14/2020	0.76 µg/L
CA3610034_041_041: Well 40	9/21/2020	0.77 µg/L
CA3610034_041_041: Well 40	10/1/2020	0.65 µg/L
CA3610034_041_041: Well 40	10/5/2020	0.66 µg/L
CA3610034_041_041: Well 40	10/13/2020	0.61 µg/L
CA3610034_041_041: Well 40	10/19/2020	0.64 µg/L
CA3610034_041_041: Well 40	10/26/2020	0.68 µg/L
CA3610034_041_041: Well 40	11/2/2020	0.70 µg/L
CA3610034_041_041: Well 40	11/9/2020	0.65 µg/L
CA3610034_041_041: Well 40	11/16/2020	0.71 µg/L
CA3610034_041_041: Well 40	6/10/2021	0.94 µg/L
CA3610034_041_041: Well 40	6/14/2021	0.77 µg/L
CA3610034_041_041: Well 40	6/21/2021	0.81 µg/L
CA3610034_041_041: Well 40	6/28/2021	0.74 µg/L
CA3610034_041_041: Well 40	7/6/2021	0.70 µg/L
CA3610034_041_041: Well 40	7/7/2021	0.65 µg/L
CA3610034_041_041: Well 40	7/14/2021	0.71 µg/L
CA3610034_041_041: Well 40	7/19/2021	0.78 µg/L

Monitoring Location	Date	Perchlorate
CA3610034_041_041: Well 40	7/26/2021	0.81 µg/L
CA3610034_041_041: Well 40	8/2/2021	0.68 µg/L
CA3610034_041_041: Well 40	8/9/2021	0.67 µg/L
CA3610034_041_041: Well 40	8/16/2021	0.72 µg/L
CA3610034_041_041: Well 40	8/24/2021	0.68 µg/L
CA3610034_041_041: Well 40	9/15/2021	0.71 µg/L
CA3610034_041_041: Well 40	9/20/2021	0.68 µg/L
CA3610034_041_041: Well 40	9/27/2021	0.69 µg/L
CA3610034_041_041: Well 40	10/13/2021	0.68 µg/L
CA3610034_041_041: Well 40	10/18/2021	0.60 µg/L
CA3610034_045_045: Well 45	7/24/2019	2.10 µg/L
CA3610034_045_045: Well 45	7/9/2020	2.50 µg/L
CA3610034_045_045: Well 45	7/21/2021	2.20 µg/L
CA3610034_046_046: Well 46	7/10/2019	1.60 µg/L
CA3610034_046_046: Well 46	7/9/2020	1.10 µg/L
CA3610034_046_046: Well 46	7/14/2021	1.40 µg/L
CA3610034_048_048: Well 47	7/24/2019	2.10 µg/L
CA3610034_048_048: Well 47	7/9/2020	2.80 µg/L
CA3610034_048_048: Well 47	7/7/2021	2.20 µg/L
CA3610034_047_047: IX Plant Final Effluent	1/2/2019	3.00 µg/L
CA3610034_047_047: IX Plant Final Effluent	1/7/2019	2.70 µg/L
CA3610034_047_047: IX Plant Final Effluent	1/14/2019	2.50 µg/L
CA3610034_047_047: IX Plant Final Effluent	1/22/2019	2.90 µg/L
CA3610034_047_047: IX Plant Final Effluent	1/28/2019	1.40 µg/L
CA3610034_047_047: IX Plant Final Effluent	2/4/2019	3.00 µg/L
CA3610034_047_047: IX Plant Final Effluent	2/11/2019	3.00 µg/L
CA3610034_047_047: IX Plant Final Effluent	4/15/2019	2.10 µg/L
CA3610034_047_047: IX Plant Final Effluent	4/22/2019	2.20 µg/L
CA3610034_047_047: IX Plant Final Effluent	4/29/2019	2.10 µg/L
CA3610034_047_047: IX Plant Final Effluent	5/6/2019	2.20 µg/L
CA3610034_047_047: IX Plant Final Effluent	5/13/2019	2.30 µg/L
CA3610034_047_047: IX Plant Final Effluent	5/20/2019	2.40 µg/L
CA3610034_047_047: IX Plant Final Effluent	5/28/2019	1.70 µg/L
CA3610034_047_047: IX Plant Final Effluent	6/3/2019	2.40 µg/L
CA3610034_047_047: IX Plant Final Effluent	6/12/2019	2.20 µg/L
CA3610034_047_047: IX Plant Final Effluent	10/8/2019	3.40 µg/L
CA3610034_047_047: IX Plant Final Effluent	10/15/2019	3.10 µg/L
CA3610034_047_047: IX Plant Final Effluent	10/23/2019	3.10 µg/L
CA3610034_047_047: IX Plant Final Effluent	10/31/2019	1.80 µg/L
CA3610034_047_047: IX Plant Final Effluent	11/4/2019	2.50 µg/L
CA3610034_047_047: IX Plant Final Effluent	11/13/2019	2.20 µg/L

Monitoring Location	Date	Perchlorate
CA3610034_047_047: IX Plant Final Effluent	11/18/2019	2.20 µg/L
CA3610034_047_047: IX Plant Final Effluent	11/25/2019	1.90 µg/L
CA3610034_047_047: IX Plant Final Effluent	12/3/2019	2.50 µg/L
CA3610034_047_047: IX Plant Final Effluent	6/19/2020	2.90 µg/L
CA3610034_047_047: IX Plant Final Effluent	6/22/2020	2.70 µg/L
CA3610034_047_047: IX Plant Final Effluent	6/29/2020	2.40 µg/L
CA3610034_047_047: IX Plant Final Effluent	7/6/2020	2.00 µg/L
CA3610034_047_047: IX Plant Final Effluent	7/13/2020	2.50 µg/L
CA3610034_047_047: IX Plant Final Effluent	7/20/2020	2.00 µg/L
CA3610034_047_047: IX Plant Final Effluent	7/27/2020	1.90 µg/L
CA3610034_047_047: IX Plant Final Effluent	8/3/2020	2.10 µg/L
CA3610034_047_047: IX Plant Final Effluent	8/10/2020	1.50 µg/L
CA3610034_047_047: IX Plant Final Effluent	8/17/2020	2.00 µg/L
CA3610034_047_047: IX Plant Final Effluent	8/24/2020	1.90 µg/L
CA3610034_047_047: IX Plant Final Effluent	9/1/2020	2.00 µg/L
CA3610034_047_047: IX Plant Final Effluent	9/8/2020	1.90 µg/L
CA3610034_047_047: IX Plant Final Effluent	9/14/2020	1.90 µg/L
CA3610034_047_047: IX Plant Final Effluent	9/21/2020	1.80 µg/L
CA3610034_047_047: IX Plant Final Effluent	9/28/2020	1.60 µg/L
CA3610034_047_047: IX Plant Final Effluent	10/5/2020	1.80 µg/L
CA3610034_047_047: IX Plant Final Effluent	10/13/2020	1.80 µg/L
CA3610034_047_047: IX Plant Final Effluent	7/8/2021	2.90 µg/L
CA3610034_047_047: IX Plant Final Effluent	7/12/2021	2.70 µg/L
CA3610034_047_047: IX Plant Final Effluent	7/26/2021	2.40 µg/L
CA3610034_047_047: IX Plant Final Effluent	8/5/2021	2.30 µg/L
CA3610034_047_047: IX Plant Final Effluent	8/17/2021	2.30 µg/L
CA3610034_047_047: IX Plant Final Effluent	8/25/2021	2.20 µg/L
CA3610034_047_047: IX Plant Final Effluent	8/30/2021	2.00 µg/L
CA3610034_047_047: IX Plant Final Effluent	9/8/2021	1.70 µg/L
CA3610034_047_047: IX Plant Final Effluent	9/15/2021	1.60 µg/L
CA3610034_047_047: IX Plant Final Effluent	9/20/2021	1.40 µg/L
CA3610034_047_047: IX Plant Final Effluent	9/29/2021	1.60 µg/L
CA3610034_047_047: IX Plant Final Effluent	10/4/2021	1.70 µg/L
CA3610034_047_047: IX Plant Final Effluent	10/13/2021	1.50 µg/L
CA3610034_047_047: IX Plant Final Effluent	10/18/2021	1.50 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	6/26/2019	1.10 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	6/27/2019	1.10 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	7/3/2019	1.10 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	7/10/2019	0.98 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	7/17/2019	1.10 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	7/24/2019	1.10 µg/L

Monitoring Location	Date	Perchlorate
CA3610034_053_053: Well 41 IX Finished Blend Effluent	7/29/2019	1.20 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	8/7/2019	1.10 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	8/15/2019	1.10 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	8/21/2019	1.40 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	8/27/2019	1.20 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	9/3/2019	1.20 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	9/12/2019	1.10 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	9/16/2019	1.10 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	9/23/2019	1.20 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	10/2/2019	1.20 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	10/8/2019	1.20 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	10/15/2019	1.20 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	10/21/2019	1.10 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	10/30/2019	1.20 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	11/4/2019	1.10 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	11/13/2019	0.94 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	11/18/2019	1.10 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	12/9/2019	1.20 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	2/28/2020	0.40 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	5/15/2020	0.63 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	5/18/2020	0.56 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	5/26/2020	0.54 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	6/1/2020	0.54 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	6/8/2020	0.45 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	6/15/2020	0.52 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	6/22/2020	0.54 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	6/29/2020	0.52 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	7/6/2020	0.77 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	7/13/2020	0.94 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	7/20/2020	0.93 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	7/27/2020	0.81 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	8/3/2020	0.88 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	8/10/2020	0.77 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	8/17/2020	0.86 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	8/24/2020	0.74 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	9/1/2020	0.89 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	9/8/2020	0.82 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	9/14/2020	0.78 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	9/21/2020	0.84 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	9/28/2020	0.78 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	10/5/2020	0.72 µg/L

Monitoring Location	Date	Perchlorate
CA3610034_053_053: Well 41 IX Finished Blend Effluent	10/13/2020	0.68 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	10/19/2020	0.79 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	10/26/2020	1.50 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	11/2/2020	0.71 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	11/16/2020	0.68 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	11/23/2020	0.67 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	11/30/2020	1.50 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	12/7/2020	0.75 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	12/14/2020	0.70 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	12/22/2020	0.59 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	12/29/2020	0.57 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	1/13/2021	0.76 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	1/19/2021	0.64 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	1/25/2021	0.60 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	2/2/2021	0.52 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	2/16/2021	0.67 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	2/22/2021	0.58 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	3/1/2021	0.67 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	3/11/2021	0.68 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	3/15/2021	0.64 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	3/22/2021	0.76 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	3/29/2021	0.63 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	4/5/2021	0.75 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	4/12/2021	0.59 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	4/19/2021	0.70 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	4/27/2021	0.71 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	5/4/2021	0.68 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	5/18/2021	0.64 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	5/24/2021	0.61 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	6/1/2021	0.66 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	7/1/2021	0.54 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	7/6/2021	0.53 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	7/12/2021	0.54 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	7/21/2021	0.57 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	7/26/2021	0.52 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	7/28/2021	0.57 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	8/2/2021	0.51 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	8/9/2021	0.49 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	8/16/2021	0.49 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	8/24/2021	0.57 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	8/30/2021	0.57 µg/L

Monitoring Location	Date	Perchlorate
CA3610034_053_053: Well 41 IX Finished Blend Effluent	9/8/2021	0.51 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	9/13/2021	0.47 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	9/20/2021	0.46 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	9/27/2021	0.43 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	10/4/2021	0.54 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	10/12/2021	0.51 µg/L
CA3610034_053_053: Well 41 IX Finished Blend Effluent	10/20/2021	0.51 µg/L

Perchlorate Regulatory Information
Water Board MCL: 6 µg/L
Water Board PHG: 1 µg/L
Water Board DLR: 2 µg/L

Ontario's Monitoring Summary	
Minimum Perchlorate Detection above PHG:	0.00 µg/L
Average Perchlorate Detection above PHG:	1.26 µg/L
Maximum Perchlorate Detection above PHG:	4.10 µg/L

APPENDIX B

Excerpt from California Health & Safety Code Section 116470(b)

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HEALTH AND SAFETY CODE - HSC

DIVISION 104. ENVIRONMENTAL HEALTH [106500 - 119406] *(Division 104 added by Stats. 1995, Ch. 415, Sec. 6.)*

PART 12. DRINKING WATER [116270 - 117130] *(Part 12 added by Stats. 1995, Ch. 415, Sec. 6.)*

CHAPTER 4. California Safe Drinking Water Act [116270 - 116755] *(Chapter 4 added by Stats. 1995, Ch. 415, Sec. 6.)*

ARTICLE 5. Public Notification [116450 - 116485] *(Article 5 added by Stats. 1995, Ch. 415, Sec. 6.)*

116470. (a) As a condition of its operating permit, every public water system shall annually prepare a consumer confidence report and mail or deliver a copy of that report to each customer, other than an occupant, as defined in Section 799.28 of the Civil Code, of a recreational vehicle park. A public water system in a recreational vehicle park with occupants as defined in Section 799.28 of the Civil Code shall prominently display on a bulletin board at the entrance to or in the office of the park, and make available upon request, a copy of the report. The report shall include all of the following information:

(1) The source of the water purveyed by the public water system.

(2) A brief and plainly worded definition of the terms “maximum contaminant level,” “primary drinking water standard,” and “public health goal.”

(3) If any regulated contaminant is detected in public drinking water supplied by the system during the past year, the report shall include all of the following information:

(A) The level of the contaminant found in the drinking water, and the corresponding public health goal and primary drinking water standard for that contaminant.

(B) Any violations of the primary drinking water standard that have occurred as a result of the presence of the contaminant in the drinking water and a brief and plainly worded statement of health concerns that resulted in the regulation of that contaminant.

(C) The public water system’s address and phone number to enable customers to obtain further information concerning contaminants and potential health effects.

(4) Information on the levels of unregulated contaminants, if any, for which monitoring is required pursuant to state or federal law or regulation.

(5) Disclosure of any variances or exemptions from primary drinking water standards granted to the system and the basis therefor.

(b) On or before July 1, 1998, and every three years thereafter, public water systems serving more than 10,000 service connections that detect one or more contaminants in drinking water that exceed the applicable public health goal, shall prepare a brief written report in plain language that does all of the following:

(1) Identifies each contaminant detected in drinking water that exceeds the applicable public health goal.

(2) Discloses the numerical public health risk, determined by the office, associated with the maximum contaminant level for each contaminant identified in paragraph (1) and the numerical public health risk determined by the office associated with the public health goal for that contaminant.

(3) Identifies the category of risk to public health, including, but not limited to, carcinogenic, mutagenic, teratogenic, and acute toxicity, associated with exposure to the contaminant in drinking water, and includes a brief plainly worded description of these

terms.

(4) Describes the best available technology, if any is then available on a commercial basis, to remove the contaminant or reduce the concentration of the contaminant. The public water system may, solely at its own discretion, briefly describe actions that have been taken on its own, or by other entities, to prevent the introduction of the contaminant into drinking water supplies.

(5) Estimates the aggregate cost and the cost per customer of utilizing the technology described in paragraph (4), if any, to reduce the concentration of that contaminant in drinking water to a level at or below the public health goal.

(6) Briefly describes what action, if any, the local water purveyor intends to take to reduce the concentration of the contaminant in public drinking water supplies and the basis for that decision.

(c) Public water systems required to prepare a report pursuant to subdivision (b) shall hold a public hearing for the purpose of accepting and responding to public comment on the report. Public water systems may hold the public hearing as part of any regularly scheduled meeting.

(d) The department shall not require a public water system to take any action to reduce or eliminate any exceedance of a public health goal.

(e) Enforcement of this section does not require the department to amend a public water system's operating permit.

(f) Pending adoption of a public health goal by the Office of Environmental Health Hazard Assessment pursuant to subdivision (c) of Section 116365, and in lieu thereof, public water systems shall use the national maximum contaminant level goal adopted by the United States Environmental Protection Agency for the corresponding contaminant for purposes of complying with the notice and hearing requirements of this section.

(g) This section is intended to provide an alternative form for the federally required consumer confidence report as authorized by 42 U.S.C. Section 300g-3(c).

(Repealed and added by Stats. 1996, Ch. 755, Sec. 12. Effective January 1, 1997.)

APPENDIX C

MCLs, DLRs, PHGs for Regulated Drinking Water Contaminants

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MCLs, DLRs, PHGs, for Regulated Drinking Water Contaminants

(Units are in milligrams per liter (mg/L), unless otherwise noted.)

Last Update: September 14, 2021

The following tables includes California's maximum contaminant levels (MCLs), detection limits for purposes of reporting (DLRs), public health goals (PHGs) from the Office of Environmental Health Hazard Assessment (OEHHA). For comparison, Federal MCLs and Maximum Contaminant Level Goals (MCLGs) (USEPA) are also displayed.

Inorganic Chemicals Table, Chemicals with MCLs in 22 CCR §64431

State Regulated Inorganic Chemical Contaminant	State MCL	State DLR	State PHG	State Date of PHG	Federal MCL	Federal MCLG
Aluminum	1	0.05	0.6	2001	--	--
Antimony	0.006	0.006	0.001	2016	0.006	0.006
Arsenic	0.010	0.002	0.000004	2004	0.010	zero
Asbestos (MFL = million fibers per liter; for fibers >10 microns long)	7 MFL	0.2 MFL	7 MFL	2003	7 MFL	7 MFL
Barium	1	0.1	2	2003	2	2
Beryllium	0.004	0.001	0.001	2003	0.004	0.004
Cadmium	0.005	0.001	0.00004	2006	0.005	0.005
Chromium, Total - OEHHA withdrew the 0.0025-mg/L PHG	0.05	0.01	withdrawn Nov. 2001	1999	0.1	0.1

State Regulated Inorganic Chemical Contaminant	State MCL	State DLR	State PHG	State Date of PHG	Federal MCL	Federal MCLG
Chromium, Hexavalent - 0.01-mg/L MCL & 0.001-mg/L DLR repealed September 2017	--	--	0.00002	2011	--	--
Cyanide	0.15	0.1	0.15	1997	0.2	0.2
Fluoride	2	0.1	1	1997	4.0	4.0
Mercury (inorganic)	0.002	0.001	0.0012	1999 (rev2005)*	0.002	0.002
Nickel	0.1	0.01	0.012	2001	--	--
Nitrate (as nitrogen, N)	10 as N	0.4	45 as NO3 (=10 as N)	2018	10	10
Nitrite (as N)	1 as N	0.4	1 as N	2018	1	1
Nitrate + Nitrite (as N)	10 as N	--	10 as N	2018	--	--
Perchlorate	0.006	0.002	0.001	2015	--	--
Selenium	0.05	0.005	0.03	2010	0.05	0.05
Thallium	0.002	0.001	0.0001	1999 (rev2004)	0.002	0.0005

Copper and Lead Table, 22 CCR §64672.3

Values referred to as MCLs for lead and copper are not actually MCLs; instead, they are called “Action Levels” under the lead and copper rule.

State Regulated Copper and Lead Contaminant	State MCL	State DLR	State PHG	State Date of PHG	Federal MCL	Federal MCLG
Copper	1.3	0.05	0.3	2008	1.3	1.3
Lead	0.015	0.005	0.0002	2009	0.015	zero

Radiological Table, Radionuclides with MCLs in 22 CCR §64441 and §64443

[units are picocuries per liter (pCi/L), unless otherwise state; n/a = not applicable]

State Regulated Radionuclides Contaminant	State MCL	State DLR	State PHG	State Date of PHG	Federal MCL	Federal MCLG
Gross alpha particle activity - OEHHA concluded in 2003 that a PHG was not practical	15	3	none	n/a	15	zero
Gross beta particle activity - OEHHA concluded in 2003 that a PHG was not practical	4 mrem/yr	4	none	n/a	4 mrem/yr	zero
Radium-226	--	1	0.05	2006		
Radium-228	--	1	0.019	2006		
Radium-226 + Radium-	5	--	--	--	5	zero

State Regulated Radionuclides Contaminant	State MCL	State DLR	State PHG	State Date of PHG	Federal MCL	Federal MCLG
228						
Strontium-90	8	2	0.35	2006	--	--
Tritium	"20,000"	"1,000"	400	2006	--	--
Uranium	20	1	0.43	2001	30 µg/L	zero

Organic Chemicals Table, Chemicals with MCLs in 22 CCR §64444

Volatile Organic Chemicals (VOCs)

State Regulated Volatile Organic Contaminants	State MCL	State DLR	State PHG	State Date of PHG	Federal MCL	Federal MCLG
Benzene	0.001	0.0005	0.00015	2001	0.005	zero
Carbon tetrachloride	0.0005	0.0005	0.0001	2000	0.005	zero
1,2-Dichlorobenzene	0.6	0.0005	0.6	1997 (rev2009)	0.6	0.6
1,4-Dichlorobenzene (p-DCB)	0.005	0.0005	0.006	1997	0.075	0.075
1,1-Dichloroethane (1,1-DCA)	0.005	0.0005	0.003	2003	--	--
1,2-Dichloroethane (1,2-DCA)	0.0005	0.0005	0.0004	1999 (rev2005)	0.005	zero

State Regulated Volatile Organic Contaminants	State MCL	State DLR	State PHG	State Date of PHG	Federal MCL	Federal MCLG
1,1-Dichloroethylene (1,1-DCE)	0.006	0.0005	0.01	1999	0.007	0.007
cis-1,2-Dichloroethylene	0.006	0.0005	0.013	2018	0.07	0.07
trans-1,2-Dichloroethylene	0.01	0.0005	0.05	2018	0.1	0.1
Dichloromethane (Methylene chloride)	0.005	0.0005	0.004	2000	0.005	zero
1,2-Dichloropropane	0.005	0.0005	0.0005	1999	0.005	zero
1,3-Dichloropropene	0.0005	0.0005	0.0002	1999 (rev2006)	--	--
Ethylbenzene	0.3	0.0005	0.3	1997	0.7	0.7
Methyl tertiary butyl ether (MTBE)	0.013	0.003	0.013	1999	--	--
Monochlorobenzene	0.07	0.0005	0.07	2014	0.1	0.1
Styrene	0.1	0.0005	0.0005	2010	0.1	0.1
1,1,2,2-Tetrachloroethane	0.001	0.0005	0.0001	2003	0.1	0.1
Tetrachloroethylene (PCE)	0.005	0.0005	0.00006	2001	0.005	zero

State Regulated Volatile Organic Contaminants	State MCL	State DLR	State PHG	State Date of PHG	Federal MCL	Federal MCLG
Toluene	0.15	0.0005	0.15	1999	1	1
1,2,4-Trichlorobenzene	0.005	0.0005	0.005	1999	0.07	0.07
1,1,1-Trichloroethane (1,1,1-TCA)	0.200	0.0005	1	2006	0.2	0.2
1,1,2-Trichloroethane (1,1,2-TCA)	0.005	0.0005	0.0003	2006	0.005	0.003
Trichloroethylene (TCE)	0.005	0.0005	0.0017	2009	0.005	zero
Trichlorofluoromethane (Freon 11)	0.15	0.005	1.3	2014	--	--
"1,1,2-Trichloro-1,2,2-Trifluoroethane (Freon 113)"	1.2	0.01	4	1997 (rev2011)	--	--
Vinyl chloride	0.0005	0.0005	0.00005	2000	0.002	zero
Xylenes	1.750	0.0005	1.8	1997	10	10

Non-Volatile Synthetic Organic Chemicals (SOCs)

State Regulated Non-Volatile Synthetic Organic Contaminants	State MCL	State DLR	State PHG	State Date of PHG	Federal MCL	Federal MCLG
Alachlor	0.002	0.001	0.004	1997	0.002	zero

State Regulated Non-Volatile Synthetic Organic Contaminants	State MCL	State DLR	State PHG	State Date of PHG	Federal MCL	Federal MCLG
Atrazine	0.001	0.0005	0.00015	1999	0.003	0.003
Bentazon	0.018	0.002	0.2	1999 (rev2009)	--	--
Benzo(a)pyrene	0.0002	0.0001	0.000007	2010	0.0002	zero
Carbofuran	0.018	0.005	0.0007	2016	0.04	0.04
Chlordane	0.0001	0.0001	0.00003	1997 (rev2006)	0.002	zero
Dalapon	0.2	0.01	0.79	1997 (rev2009)	0.2	0.2
1,2-Dibromo-3-chloropropane (DBCP)	0.0002	0.00001	0.000003	2020	0.0002	zero
2,4-Dichlorophenoxyacetic acid (2,4-D)	0.07	0.01	0.02	2009	0.07	0.07
Di(2-ethylhexyl)adipate	0.4	0.005	0.2	2003	0.4	0.4
Di(2-ethylhexyl)phthalate (DEHP)	0.004	0.003	0.012	1997	0.006	zero
Dinoseb	0.007	0.002	0.014	1997	0.007	0.007

State Regulated Non-Volatile Synthetic Organic Contaminants	State MCL	State DLR	State PHG	State Date of PHG	Federal MCL	Federal MCLG
				(rev2010)		
Diquat	0.02	0.004	0.006	2016	0.02	0.02
Endothal	0.1	0.045	0.094	2014	0.1	0.1
Endrin	0.002	0.0001	0.0003	2016	0.002	0.002
Ethylene dibromide (EDB)	0.00005	0.00002	0.00001	2003	0.00005	zero
Glyphosate	0.7	0.025	0.9	2007	0.7	0.7
Heptachlor	0.00001	0.00001	0.000008	1999	0.0004	zero
Heptachlor epoxide	0.00001	0.00001	0.000006	1999	0.0002	zero
Hexachlorobenzene	0.001	0.0005	0.00003	2003	0.001	zero
Hexachlorocyclopentadiene	0.05	0.001	0.002	2014	0.05	0.05
Lindane	0.0002	0.0002	0.000032	1999 (rev2005)	0.0002	0.0002
Methoxychlor	0.03	0.01	0.00009	2010	0.04	0.04
Molinate	0.02	0.002	0.001	2008	--	--
Oxamyl	0.05	0.02	0.026	2009	0.2	0.2

State Regulated Non-Volatile Synthetic Organic Contaminants	State MCL	State DLR	State PHG	State Date of PHG	Federal MCL	Federal MCLG
Pentachlorophenol	0.001	0.0002	0.0003	2009	0.001	zero
Picloram	0.5	0.001	0.166	2016	0.5	0.5
Polychlorinated biphenyls (PCBs)	0.0005	0.0005	0.00009	2007	0.0005	zero
Simazine	0.004	0.001	0.004	2001	0.004	0.004
Thiobencarb	0.07	0.001	0.042	2016	--	--
Toxaphene	0.003	0.001	0.00003	2003	0.003	zero
1,2,3-Trichloropropane	0.000005	0.000005	0.0000007	2009	--	--
2,3,7,8-TCDD (dioxin)	3x10-8	5x10-9	5x10-11	2010	3x10-8	zero
2,4,5-TP (Silvex)	0.05	0.001	0.003	2014	0.05	0.05

Disinfection Byproducts Table, Chemicals with MCLs in 22 CCR §64533

State Regulated Disinfection Byproducts Contaminants	State MCL	State DLR	State PHG	State Date of PHG	Federal MCL	Federal MCLG
Total Trihalomethanes	0.080	--	--	--	0.080	--

State Regulated Disinfection Byproducts Contaminants	State MCL	State DLR	State PHG	State Date of PHG	Federal MCL	Federal MCLG
Bromodichloromethane	--	0.0010	0.00006	2020	--	zero
Bromoform	--	0.0010	0.0005	2020	--	zero
Chloroform	--	0.0010	0.0004	2020	--	0.07
Dibromochloromethane	--	0.0010	0.0001	2020	--	0.06
Haloacetic Acids (five) (HAA5)	0.060	--	--	--	0.060	--
Monochloroacetic Acid	--	0.0020	--	--	--	0.07
Dichloroacetic Adic	--	0.0010	--	--	--	zero
Trichloroacetic Acid	--	0.0010	--	--	--	0.02
Monobromoacetic Acid	--	0.0010	--	--	--	--
Dibromoacetic Acid	--	0.0010	--	--	--	--
Bromate	0.010	0.0050**	0.0001	2009	0.01	zero
Chlorite	1.0	0.020	0.05	2009	1	0.8

Chemicals with PHGs established in response to DDW requests. These are not currently regulated drinking water contaminants.

State Regulated Disinfection Byproducts Contaminants	State MCL	State DLR	State PHG	State Date of PHG	Federal MCL	Federal MCLG
N-Nitrosodimethylamine (NDMA)	--	--	0.000003	2006	--	--

*OEHHA's review of this chemical during the year indicated (rev20XX) resulted in no change in the PHG.

**The DLR for Bromate is 0.0010 mg/L for analysis performed using EPA Method 317.0 Revision 2.0, 321.8, or 326.0.

APPENDIX D

CalEPA OEHHA Health Risk Information for Public Health Goal Exceedance Reports

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OFFICE OF ENVIRONMENTAL HEALTH HAZARD ASSESSMENT

Public Health Goals

Health Risk Information for Public Health Goal Exceedance Reports

February 2019

Pesticide and Environmental Toxicology Branch
Office of Environmental Health Hazard Assessment
California Environmental Protection Agency

Health Risk Information for Public Health Goal Exceedance Reports

Prepared by

Office of Environmental Health Hazard Assessment
California Environmental Protection Agency

February 2019

Under the Calderon-Sher Safe Drinking Water Act of 1996 (the Act), public water systems with more than 10,000 service connections are required to prepare a report every three years for contaminants that exceed their respective Public Health Goals (PHGs).[1] This document contains health risk information on regulated drinking water contaminants to assist public water systems in preparing these reports. A PHG is the concentration of a contaminant in drinking water that poses no significant health risk if consumed for a lifetime. PHGs are developed and published by the Office of Environmental Health Hazard Assessment (OEHHA) using current risk assessment principles, practices and methods.[2]

The water system's report is required to identify the health risk category (e.g., carcinogenicity or neurotoxicity) associated with exposure to each regulated contaminant in drinking water and to include a brief, plainly worded description of these risks. The report is also required to disclose the numerical public health risk, if available, associated with the California Maximum Contaminant Level (MCL) and with the PHG for each contaminant. This health risk information document is prepared by OEHHA every three years to assist the water systems in providing the required information in their reports.

Numerical health risks: Table 1 presents health risk categories and cancer risk values for chemical contaminants in drinking water that have PHGs.

The Act requires that OEHHA publish PHGs based on health risk assessments using the most current scientific methods. As defined in statute, PHGs for non-carcinogenic

[1] Health and Safety Code Section 116470(b)
[2] Health and Safety Code Section 116365

chemicals in drinking water are set at a concentration "at which no known or anticipated adverse health effects will occur, with an adequate margin of safety." For carcinogens, PHGs are set at a concentration that "does not pose any significant risk to health." PHGs provide one basis for revising MCLs, along with cost and technological feasibility. OEHHA has been publishing PHGs since 1997 and the entire list published to date is shown in Table 1.

Table 2 presents health risk information for contaminants that do not have PHGs but have state or federal regulatory standards. The Act requires that, for chemical contaminants with California MCLs that do not yet have PHGs, water utilities use the federal Maximum Contaminant Level Goal (MCLG) for the purpose of complying with the requirement of public notification. MCLGs, like PHGs, are strictly health based and include a margin of safety. One difference, however, is that the MCLGs for carcinogens are set at zero because the US Environmental Protection Agency (US EPA) assumes there is no absolutely safe level of exposure to such chemicals. PHGs, on the other hand, are set at a level considered to pose no *significant* risk of cancer; this is usually no more than a one-in-one-million excess cancer risk (1×10^{-6}) level for a lifetime of exposure. In Table 2, the cancer risks shown are based on the US EPA's evaluations.

For more information on health risks: The adverse health effects for each chemical with a PHG are summarized in a PHG technical support document. These documents are available on the OEHHA website (http://www.oehha.ca.gov). Also, technical fact sheets on most of the chemicals having federal MCLs can be found at http://www.epa.gov/your-drinking-water/table-regulated-drinking-water-contaminants.

Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)

Chemical	Health Risk Category[1]	California PHG (mg/L)[2]	Cancer Risk[3] at the PHG	California MCL[4] (mg/L)	Cancer Risk at the California MCL
Alachlor	carcinogenicity (causes cancer)	0.004	NA[5,6]	0.002	NA
Aluminum	neurotoxicity and immunotoxicity (harms the nervous and immune systems)	0.6	NA	1	NA
Antimony	hepatotoxicity (harms the liver)	0.001	NA	0.006	NA
Arsenic	carcinogenicity (causes cancer)	0.000004 (4×10^{-6})	1×10^{-6} (one per million)	0.01	2.5×10^{-3} (2.5 per thousand)
Asbestos	carcinogenicity (causes cancer)	7 MFL[7] (fibers >10 microns in length)	1×10^{-6}	7 MFL (fibers >10 microns in length)	1×10^{-6} (one per million)
Atrazine	carcinogenicity (causes cancer)	0.00015	1×10^{-6}	0.001	7×10^{-6} (seven per million)

[1] Based on the OEHHA PHG technical support document unless otherwise specified. The categories are the hazard traits defined by OEHHA for California's Toxics Information Clearinghouse (online at: http://oehha.ca.gov/multimedia/green/pdf/GC_Regtext011912.pdf).
[2] mg/L = milligrams per liter of water or parts per million (ppm)
[3] Cancer Risk = Upper bound estimate of excess cancer risk from lifetime exposure. Actual cancer risk may be lower or zero. 1×10^{-6} means one excess cancer case per million people exposed.
[4] MCL = maximum contaminant level.
[5] NA = not applicable. Cancer risk cannot be calculated.
[6] The PHG for alachlor is based on a threshold model of carcinogenesis and is set at a level that is believed to be without any significant cancer risk to individuals exposed to the chemical over a lifetime.
[7] MFL = million fibers per liter of water.

Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)

Chemical	Health Risk Category[1]	California PHG (mg/L)[2]	Cancer Risk[3] at the PHG	California MCL[4] (mg/L)	Cancer Risk at the California MCL
Barium	cardiovascular toxicity (causes high blood pressure)	2	NA	1	NA
Bentazon	hepatotoxicity and digestive system toxicity (harms the liver, intestine, and causes body weight effects[8])	0.2	NA	0.018	NA
Benzene	carcinogenicity (causes leukemia)	0.00015	1×10^{-6}	0.001	7×10^{-6} (seven per million)
Benzo[a]pyrene	carcinogenicity (causes cancer)	0.000007 (7×10^{-6})	1×10^{-6}	0.0002	3×10^{-5} (three per hundred thousand)
Beryllium	digestive system toxicity (harms the stomach or intestine)	0.001	NA	0.004	NA
Bromate	carcinogenicity (causes cancer)	0.0001	1×10^{-6}	0.01	1×10^{-4} (one per ten thousand)
Cadmium	nephrotoxicity (harms the kidney)	0.00004	NA	0.005	NA
Carbofuran	reproductive toxicity (harms the testis)	0.0007	NA	0.018	NA

[8] Body weight effects are an indicator of general toxicity in animal studies.

Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)

Chemical	Health Risk Category[1]	California PHG (mg/L)[2]	Cancer Risk[3] at the PHG	California MCL[4] (mg/L)	Cancer Risk at the California MCL
Carbon tetrachloride	carcinogenicity (causes cancer)	0.0001	1×10^{-6}	0.0005	5×10^{-6} (five per million)
Chlordane	carcinogenicity (causes cancer)	0.00003	1×10^{-6}	0.0001	3×10^{-6} (three per million)
Chlorite	hematotoxicity (causes anemia) neurotoxicity (causes neurobehavioral effects)	0.05	NA	1	NA
Chromium, hexavalent	carcinogenicity (causes cancer)	0.00002	1×10^{-6}	none	NA
Copper	digestive system toxicity (causes nausea, vomiting, diarrhea)	0.3	NA	1.3 (AL[9])	NA
Cyanide	neurotoxicity (damages nerves) endocrine toxicity (affects the thyroid)	0.15	NA	0.15	NA
Dalapon	nephrotoxicity (harms the kidney)	0.79	NA	0.2	NA
Di(2-ethylhexyl) adipate (DEHA)	developmental toxicity (disrupts development)	0.2	NA	0.4	NA
Diethylhexyl-phthalate (DEHP)	carcinogenicity (causes cancer)	0.012	1×10^{-6}	0.004	3×10^{-7} (three per ten million)

[9] AL = action level. The action levels for copper and lead refer to a concentration measured at the tap. Much of the copper and lead in drinking water is derived from household plumbing (The Lead and Copper Rule, Title 22, California Code of Regulations [CCR] section 64672.3).

Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)

Chemical	Health Risk Category[1]	California PHG (mg/L)[2]	Cancer Risk[3] at the PHG	California MCL[4] (mg/L)	Cancer Risk at the California MCL
1,2-Dibromo-3-chloropropane (DBCP)	carcinogenicity (causes cancer)	0.0000017 (1.7×10^{-6})	1×10^{-6}	0.0002	1×10^{-4} (one per ten thousand)
1,2-Dichloro-benzene (*o*-DCB)	hepatotoxicity (harms the liver)	0.6	NA	0.6	NA
1,4-Dichloro-benzene (*p*-DCB)	carcinogenicity (causes cancer)	0.006	1×10^{-6}	0.005	8×10^{-7} (eight per ten million)
1,1-Dichloro-ethane (1,1-DCA)	carcinogenicity (causes cancer)	0.003	1×10^{-6}	0.005	2×10^{-6} (two per million)
1,2-Dichloro-ethane (1,2-DCA)	carcinogenicity (causes cancer)	0.0004	1×10^{-6}	0.0005	1×10^{-6} (one per million)
1,1-Dichloro-ethylene (1,1-DCE)	hepatotoxicity (harms the liver)	0.01	NA	0.006	NA
1,2-Dichloro-ethylene, cis	nephrotoxicity (harms the kidney)	0.013	NA	0.006	NA
1,2-Dichloro-ethylene, trans	immunotoxicity (harms the immune system)	0.05	NA	0.01	NA
Dichloromethane (methylene chloride)	carcinogenicity (causes cancer)	0.004	1×10^{-6}	0.005	1×10^{-6} (one per million)

Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)

Chemical	Health Risk Category[1]	California PHG (mg/L)[2]	Cancer Risk[3] at the PHG	California MCL[4] (mg/L)	Cancer Risk at the California MCL
2,4-Dichloro-phenoxyacetic acid (2,4-D)	hepatotoxicity and nephrotoxicity (harms the liver and kidney)	0.02	NA	0.07	NA
1,2-Dichloro-propane (propylene dichloride)	carcinogenicity (causes cancer)	0.0005	1×10^{-6}	0.005	1×10^{-5} (one per hundred thousand)
1,3-Dichloro-propene (Telone II®)	carcinogenicity (causes cancer)	0.0002	1×10^{-6}	0.0005	2×10^{-6} (two per million)
Dinoseb	reproductive toxicity (harms the uterus and testis)	0.014	NA	0.007	NA
Diquat	ocular toxicity (harms the eye) developmental toxicity (causes malformation)	0.006	NA	0.02	NA
Endothall	digestive system toxicity (harms the stomach or intestine)	0.094	NA	0.1	NA
Endrin	neurotoxicity (causes convulsions) hepatotoxicity (harms the liver)	0.0003	NA	0.002	NA
Ethylbenzene (phenylethane)	hepatotoxicity (harms the liver)	0.3	NA	0.3	NA
Ethylene dibromide (1,2-Dibromoethane)	carcinogenicity (causes cancer)	0.00001	1×10^{-6}	0.00005	5×10^{-6} (five per million)

Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)

Chemical	Health Risk Category[1]	California PHG (mg/L)[2]	Cancer Risk[3] at the PHG	California MCL[4] (mg/L)	Cancer Risk at the California MCL
Fluoride	musculoskeletal toxicity (causes tooth mottling)	1	NA	2	NA
Glyphosate	nephrotoxicity (harms the kidney)	0.9	NA	0.7	NA
Heptachlor	carcinogenicity (causes cancer)	0.000008 (8×10^{-6})	1×10^{-6}	0.00001	1×10^{-6} (one per million)
Heptachlor epoxide	carcinogenicity (causes cancer)	0.000006 (6×10^{-6})	1×10^{-6}	0.00001	2×10^{-6} (two per million)
Hexachloroben-zene	carcinogenicity (causes cancer)	0.00003	1×10^{-6}	0.001	3×10^{-5} (three per hundred thousand)
Hexachloro-cyclopentadiene (HCCPD)	digestive system toxicity (causes stomach lesions)	0.002	NA	0.05	NA
Lead	developmental neurotoxicity (causes neurobehavioral effects in children) cardiovascular toxicity (causes high blood pressure) carcinogenicity (causes cancer)	0.0002	$<1\times10^{-6}$ (PHG is not based on this effect)	0.015 (AL[8])	2×10^{-6} (two per million)
Lindane (γ-BHC)	carcinogenicity (causes cancer)	0.000032	1×10^{-6}	0.0002	6×10^{-6} (six per million)
Mercury (inorganic)	nephrotoxicity (harms the kidney)	0.0012	NA	0.002	NA

Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)

Chemical	Health Risk Category[1]	California PHG (mg/L)[2]	Cancer Risk[3] at the PHG	California MCL[4] (mg/L)	Cancer Risk at the California MCL
Methoxychlor	endocrine toxicity (causes hormone effects)	0.00009	NA	0.03	NA
Methyl tertiary-butyl ether (MTBE)	carcinogenicity (causes cancer)	0.013	1×10^{-6}	0.013	1×10^{-6} (one per million)
Molinate	carcinogenicity (causes cancer)	0.001	1×10^{-6}	0.02	2×10^{-5} (two per hundred thousand)
Monochloro-benzene (chlorobenzene)	nephrotoxicity (harms the kidney)	0.07	NA	0.07	NA
Nickel	developmental toxicity (causes increased neonatal deaths)	0.012	NA	0.1	NA
Nitrate	hematotoxicity (causes methemoglobinemia)	45 as nitrate	NA	10 as nitrogen (=45 as nitrate)	NA
Nitrite	hematotoxicity (causes methemoglobinemia)	3 as nitrite	NA	1 as nitrogen (=3 as nitrite)	NA
Nitrate and Nitrite	hematotoxicity (causes methemoglobinemia)	10 as nitrogen[10]	NA	10 as nitrogen	NA

[10] The joint nitrate/nitrite PHG of 10 mg/L (10 ppm, expressed as nitrogen) does not replace the individual values, and the maximum contribution from nitrite should not exceed 1 mg/L nitrite-nitrogen.

Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)

Chemical	Health Risk Category[1]	California PHG (mg/L)[2]	Cancer Risk[3] at the PHG	California MCL[4] (mg/L)	Cancer Risk at the California MCL
N-nitroso-dimethyl-amine (NDMA)	carcinogenicity (causes cancer)	0.000003 (3×10^{-6})	1×10^{-6}	none	NA
Oxamyl	general toxicity (causes body weight effects)	0.026	NA	0.05	NA
Pentachloro-phenol (PCP)	carcinogenicity (causes cancer)	0.0003	1×10^{-6}	0.001	3×10^{-6} (three per million)
Perchlorate	endocrine toxicity (affects the thyroid) developmental toxicity (causes neurodevelop-mental deficits)	0.001	NA	0.006	NA
Picloram	hepatotoxicity (harms the liver)	0.166	NA	0.5	NA
Polychlorinated biphenyls (PCBs)	carcinogenicity (causes cancer)	0.00009	1×10^{-6}	0.0005	6×10^{-6} (six per million)
Radium-226	carcinogenicity (causes cancer)	0.05 pCi/L	1×10^{-6}	5 pCi/L (combined $Ra^{226+228}$)	1×10^{-4} (one per ten thousand)
Radium-228	carcinogenicity (causes cancer)	0.019 pCi/L	1×10^{-6}	5 pCi/L (combined $Ra^{226+228}$)	3×10^{-4} (three per ten thousand)
Selenium	integumentary toxicity (causes hair loss and nail damage)	0.03	NA	0.05	NA

Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)

Chemical	Health Risk Category[1]	California PHG (mg/L)[2]	Cancer Risk[3] at the PHG	California MCL[4] (mg/L)	Cancer Risk at the California MCL
Silvex (2,4,5-TP)	hepatotoxicity (harms the liver)	0.003	NA	0.05	NA
Simazine	general toxicity (causes body weight effects)	0.004	NA	0.004	NA
Strontium-90	carcinogenicity (causes cancer)	0.35 pCi/L	1×10^{-6}	8 pCi/L	2×10^{-5} (two per hundred thousand)
Styrene (vinylbenzene)	carcinogenicity (causes cancer)	0.0005	1×10^{-6}	0.1	2×10^{-4} (two per ten thousand)
1,1,2,2-Tetrachloro-ethane	carcinogenicity (causes cancer)	0.0001	1×10^{-6}	0.001	1×10^{-5} (one per hundred thousand)
2,3,7,8-Tetra-chlorodibenzo-*p*-dioxin (TCDD, or dioxin)	carcinogenicity (causes cancer)	5×10^{-11}	1×10^{-6}	3×10^{-8}	6×10^{-4} (six per ten thousand)
Tetrachloro-ethylene (perchloro-ethylene, or PCE)	carcinogenicity (causes cancer)	0.00006	1×10^{-6}	0.005	8×10^{-5} (eight per hundred thousand)
Thallium	integumentary toxicity (causes hair loss)	0.0001	NA	0.002	NA

Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)

Chemical	Health Risk Category[1]	California PHG (mg/L)[2]	Cancer Risk[3] at the PHG	California MCL[4] (mg/L)	Cancer Risk at the California MCL
Thiobencarb	general toxicity (causes body weight effects) hematotoxicity (affects red blood cells)	0.042	NA	0.07	NA
Toluene (methylbenzene)	hepatotoxicity (harms the liver) endocrine toxicity (harms the thymus)	0.15	NA	0.15	NA
Toxaphene	carcinogenicity (causes cancer)	0.00003	1×10^{-6}	0.003	1×10^{-4} (one per ten thousand)
1,2,4-Trichloro-benzene	endocrine toxicity (harms adrenal glands)	0.005	NA	0.005	NA
1,1,1-Trichloro-ethane	neurotoxicity (harms the nervous system), reproductive toxicity (causes fewer offspring) hepatotoxicity (harms the liver) hematotoxicity (causes blood effects)	1	NA	0.2	NA
1,1,2-Trichloro-ethane	carcinogenicity (causes cancer)	0.0003	$1x10^{-6}$	0.005	2×10^{-5} (two per hundred thousand)
Trichloro-ethylene (TCE)	carcinogenicity (causes cancer)	0.0017	1×10^{-6}	0.005	3×10^{-6} (three per million)

Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)

Chemical	Health Risk Category[1]	California PHG (mg/L)[2]	Cancer Risk[3] at the PHG	California MCL[4] (mg/L)	Cancer Risk at the California MCL
Trichlorofluoro-methane (Freon 11)	accelerated mortality (increase in early death)	1.3	NA	0.15	NA
1,2,3-Trichloro-propane (1,2,3-TCP)	carcinogenicity (causes cancer)	0.0000007 (7×10^{-7})	$1x10^{-6}$	0.000005 (5×10^{-6})	7×10^{-6} (seven per million)
1,1,2-Trichloro-1,2,2-trifluoro-ethane (Freon 113)	hepatotoxicity (harms the liver)	4	NA	1.2	NA
Tritium	carcinogenicity (causes cancer)	400 pCi/L	$1x10^{-6}$	20,000 pCi/L	$5x10^{-5}$ (five per hundred thousand)
Uranium	carcinogenicity (causes cancer)	0.43 pCi/L	1×10^{-6}	20 pCi/L	5×10^{-5} (five per hundred thousand)
Vinyl chloride	carcinogenicity (causes cancer)	0.00005	1×10^{-6}	0.0005	1×10^{-5} (one per hundred thousand)
Xylene	neurotoxicity (affects the senses, mood, and motor control)	1.8 (single isomer or sum of isomers)	NA	1.75 (single isomer or sum of isomers)	NA

Table 2: Health Risk Categories and Cancer Risk Values for Chemicals without California Public Health Goals

Chemical	Health Risk Category[1]	US EPA MCLG[2] (mg/L)	Cancer Risk[3] @ MCLG	California MCL[4] (mg/L)	Cancer Risk @ California MCL
Disinfection byproducts (DBPs)					
Chloramines	acute toxicity (causes irritation) digestive system toxicity (harms the stomach) hematotoxicity (causes anemia)	4[5,6]	NA[7]	none	NA
Chlorine	acute toxicity (causes irritation) digestive system toxicity (harms the stomach)	4[5,6]	NA	none	NA
Chlorine dioxide	hematotoxicity (causes anemia) neurotoxicity (harms the nervous system)	0.8[5,6]	NA	none	NA
Disinfection byproducts: haloacetic acids (HAA5)					
Monochloroacetic acid (MCA)	general toxicity (causes body and organ weight changes[8])	0.07	NA	none	NA
Dichloroacetic acid (DCA)	carcinogenicity (causes cancer)	0	0	none	NA

[1] Health risk category based on the US EPA MCLG document or California MCL document unless otherwise specified.
[2] MCLG = maximum contaminant level goal established by US EPA.
[3] Cancer Risk = Upper estimate of excess cancer risk from lifetime exposure. Actual cancer risk may be lower or zero. 1×10^{-6} means one excess cancer case per million people exposed.
[4] California MCL = maximum contaminant level established by California.
[5] Maximum Residual Disinfectant Level Goal, or MRDLG.
[6] The federal Maximum Residual Disinfectant Level (MRDL), or highest level of disinfectant allowed in drinking water, is the same value for this chemical.
[7] NA = not available.
[8] Body weight effects are an indicator of general toxicity in animal studies.

Table 2: Health Risk Categories and Cancer Risk Values for Chemicals without California Public Health Goals

Chemical	Health Risk Category[1]	US EPA MCLG[2] (mg/L)	Cancer Risk[3] @ MCLG	California MCL[4] (mg/L)	Cancer Risk @ California MCL
Trichloroacetic acid (TCA)	hepatotoxicity (harms the liver)	0.02	NA	none	NA
Monobromoacetic acid (MBA)	NA	none	NA	none	NA
Dibromoacetic acid (DBA)	NA	none	NA	none	NA
Total haloacetic acids (sum of MCA, DCA, TCA, MBA, and DBA)	general toxicity, hepatotoxicity and carcinogenicity (causes body and organ weight changes, harms the liver and causes cancer)	none	NA	0.06	NA
Disinfection byproducts: trihalomethanes (THMs)					
Bromodichloro-methane (BDCM)	carcinogenicity (causes cancer)	0	0	none	NA
Bromoform	carcinogenicity (causes cancer)	0	0	none	NA
Chloroform	hepatotoxicity and nephrotoxicity (harms the liver and kidney)	0.07	NA	none	NA
Dibromo-chloromethane (DBCM)	hepatotoxicity, nephrotoxicity, and neurotoxicity (harms the liver, kidney, and nervous system)	0.06	NA	none	NA

Table 2: Health Risk Categories and Cancer Risk Values for Chemicals without California Public Health Goals

Chemical	Health Risk Category[1]	US EPA MCLG[2] (mg/L)	Cancer Risk[3] @ MCLG	California MCL[4] (mg/L)	Cancer Risk @ California MCL
Total trihalomethanes (sum of BDCM, bromoform, chloroform and DBCM)	carcinogenicity (causes cancer), hepatotoxicity, nephrotoxicity, and neurotoxicity (harms the liver, kidney, and nervous system)	none	NA	0.08	NA
Radionuclides					
Gross alpha particles[9]	carcinogenicity (causes cancer)	0 (^{210}Po included)	0	15 pCi/L[10] (includes ^{226}Ra but not radon and uranium)	up to $1x10^{-3}$ (for ^{210}Po, the most potent alpha emitter
Beta particles and photon emitters[9]	carcinogenicity (causes cancer)	0 (^{210}Pb included)	0	50 pCi/L (judged equiv. to 4 mrem/yr)	up to $2x10^{-3}$ (for ^{210}Pb, the most potent beta-emitter)

[9] MCLs for gross alpha and beta particles are screening standards for a group of radionuclides. Corresponding PHGs were not developed for gross alpha and beta particles. See the OEHHA memoranda discussing the cancer risks at these MCLs at http://www.oehha.ca.gov/water/reports/grossab.html.

[10] pCi/L = picocuries per liter of water.

City Officials

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Paul S. Leon

Mayor pro Tem

Alan D. Wapner

Council Members

Jim W. Bowman

Debra Dorst-Porada

Ruben Valencia

City Manager

Scott Ochoa

Utilities General Manager

Scott Burton



ONTARIO MUNICIPAL UTILITIES COMPANY

CITY OF ONTARIO *Agenda Report* **July 5, 2022**	**SECTION:** **PUBLIC HEARINGS**
Department: Records Management Prepared By: Claudia Y Isbell Staff Member Presenting: Ruben Duran, City Attorney Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 17

SUBJECT: A PUBLIC HEARING TO REVIEW INITIAL DRAFT DISTRICTING MAPS FOR THE DISTRICT-BASED ELECTIONS UNDER THE CALIFORNIA VOTING RIGHTS ACT

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

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

FISCAL IMPACT: There is no direct fiscal impact associated with this Public Hearing.

BACKGROUND & ANALYSIS: On April 19, 2022, the City Council conducted the first of five public hearings to receive community input regarding communities of interest. The second public hearing took place on May 10, 2022, at which time Staff introduced and provided a demonstration of the mapping tool that was subsequently released to the public. At that public hearing, the City Council also received additional input regarding communities of interest.

On June 21, 2022 the City conducted it's third Public Hearing where the City Council received further input from the community. On July 5, 2022, the City will conduct its fourth public hearing in the districting process. The City's demographer has evaluated publicly submitted comments and maps for compliance with the California Voting Rights Act and Federal Voting Rights Act and is presenting those initial draft maps for Council's consideration at the fourth public hearing. Ten initial maps were made available on the City's district website on June 13, 2022, for public review. Six additional draft maps were posted on the City's district website on June 30, 2022. At the public hearing, the City Council may provide direction as to specific factors, such as pertinent communities of interest or geographic landmarks, it wishes the demographers to focus consideration on. On July 19, 2022 the City will conduct its fifth public hearing in the districting process.

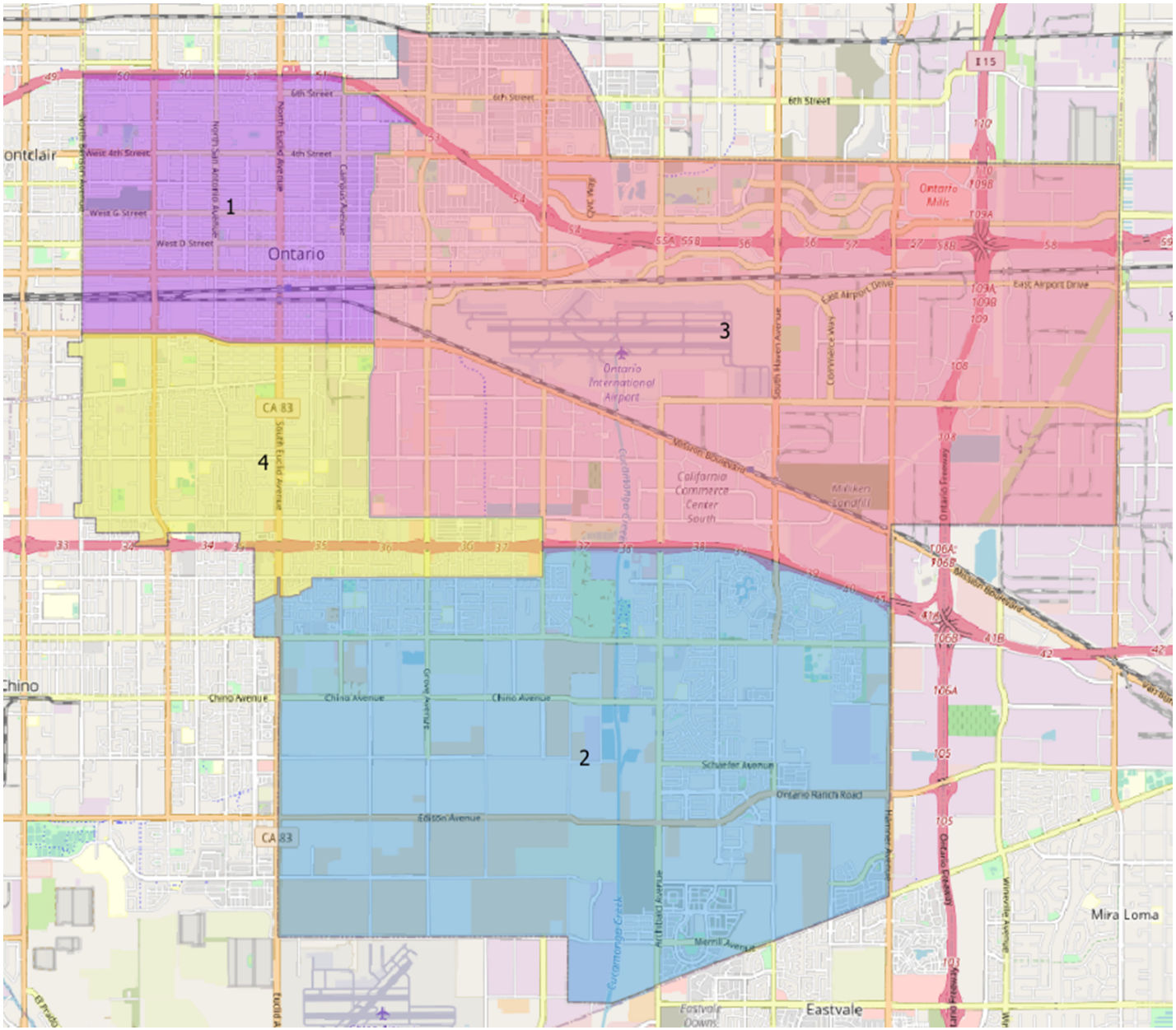
The City continues to encourage public comments on the transition to districts and the proposed district maps. In an effort to engage Ontario residents in the districting process, five community workshops were held in various areas of the City to provide background and specific directions on

creating maps. These workshops were held in English and Spanish. There were four additional community workshops to specifically go over the mapping tool. The four additional community workshops were also held in English and Spanish.

Information on the districting process, the community workshop presentations, and the paper map kits can be found on the City's district website at ontarioca.gov/districts. Information on the website is available in both English and Spanish.

In conclusion, Staff recommends that the City Council conduct the fourth public hearing, consider the draft maps submitted, and provide direction to Staff.

City of Ontario – Transition to District Elections
Draft Map 1



Draft Proposed Election Sequence:

2024 – Districts 1 & 4

2026 – Districts 2 & 3

Total Deviation

.52%
(under the acceptable norm of <10%)

Draws four (4) majority/minority Hispanic Voting Districts

Additional online viewing, with search and other geolocation features enabled, may be found at https://bit.ly/3MZMiJP

Draft Map 1 – Demographic Data

District	Total_Population	Raw Population	% Population	Latino	NL* White Alone	NL Black Alone	NL AIAN* Alone	NL Asian Alone	NL Hawaiian Alone	NL Other Alone	NL 2+ Races
1	44,032	73	0.17%	33,306	6,571	1,557	94	1,393	98	279	734
2	43,863	-96	-0.22%	23,328	7,560	3,312	89	8,064	116	252	1,142
3	44,086	127	0.29%	31,213	4,523	3,589	135	3,337	131	219	939
4	43,856	-103	-0.23%	32,408	5,436	2,016	92	2,902	71	192	739
Total	175,837			120,255	24,090	10,474	410	15,696	416	942	3,554
Ideal	43,959	Deviation	0.52%								
Ideal = 1/4 of total population											

Voting Age Population			Total VAP*	Latino VAP	NL White Alone VAP	NL Black Alone VAP	NL AIAN Alone VAP	NL Asian Alone VAP	NL Hawaiian Alone VAP	NL Other Race Alone VAP	NL 2+ Races VAP
			32,909	23,834	5,823	1,224	89	1,181	71	168	519
			33,689	16,982	6,350	2,673	68	6,597	90	197	732
			32,652	22,136	3,959	2,713	112	2,834	101	146	651
			33,216	23,546	4,772	1,657	70	2,474	53	123	521
		Total	132,466	86,498	20,904	8,267	339	13,086	315	634	2,423

Citizen Voting Age Population			CVAP*19 Total	CVAP19 NL White	CVAP19 NL Black	CVAP Hispanic	CVAP19 Not Hispanic	CVAP19 NL AIAN	CVAP19 NL ASIAN	CVAP19 NL Hawaiian	CVAP19 NL Other
			26,280	7,198	1,239	16,566	9,710	39	720	7	73
All Four Districts are			27,285	6,720	1,999	14,861	12,395	18	2,874	26	99
Majority/Minority Hispanic			25,162	4,452	2,113	16,082	9,120	125	1,875	74	26
Voting Districts			27,531	5,598	1,621	17,891	9,600	62	1,935	84	90
		Total	106,258	23,968	6,972	65,400	40,825	244	7,404	191	288

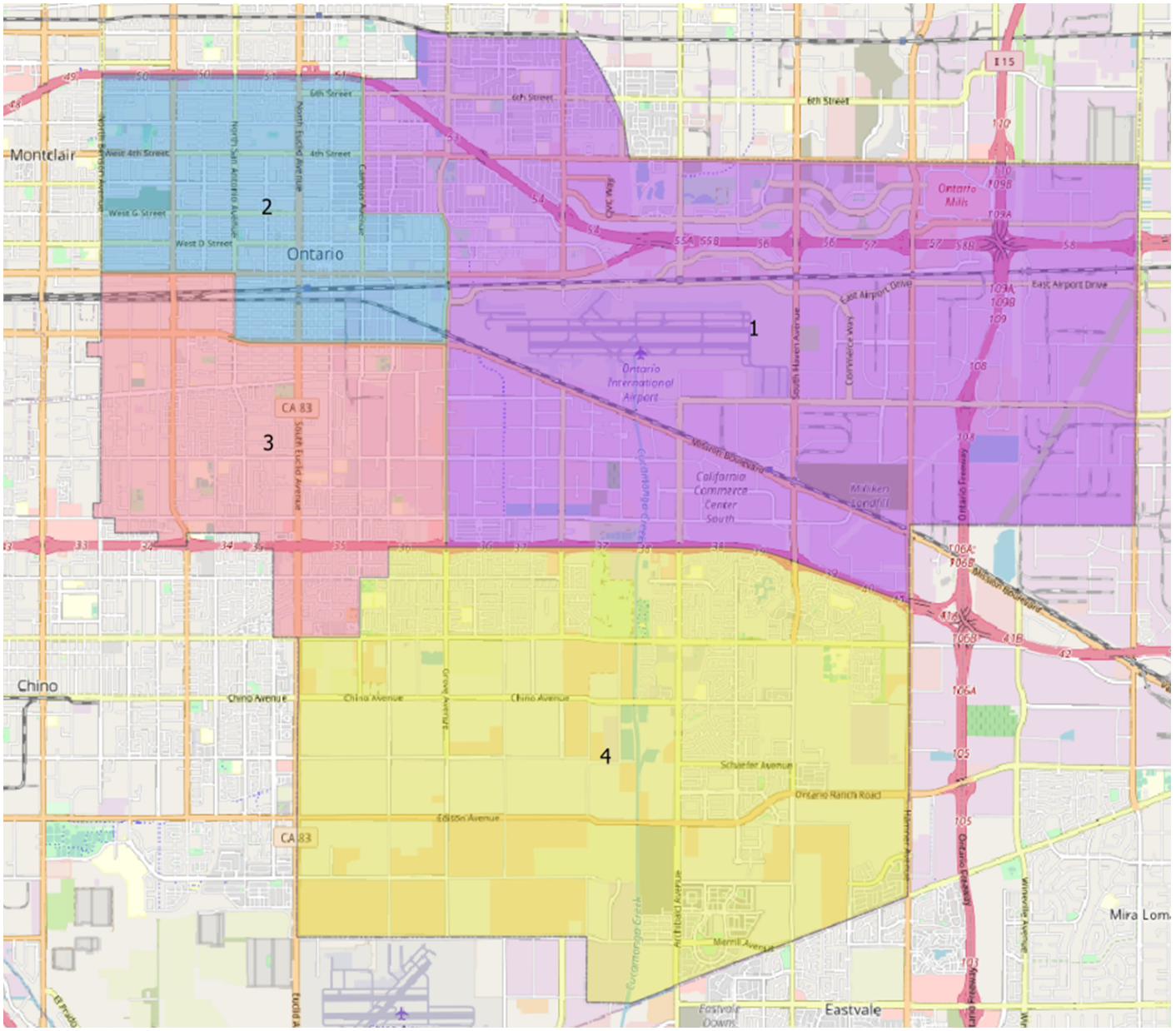
*NL = Non Latino

*AIAN = American Indian Alaskan Native

*VAP = Voting Age Population

*CVAP = Citizen Voting Age Population

City of Ontario – Transition to District Elections
Draft Map 2 - Submitted by Plaintiff Chris Robles



Draft Proposed Election Sequence:

2024 – Districts 2 & 3

2026 – Districts 1 & 4

Total Deviation

.43%
(under the acceptable norm of <10%)

Draws four (4) majority/minority Hispanic Voting Districts

Additional online viewing, with search and other geolocation features enabled, may be found at https://bit.ly/3MZMiJP

Draft Map 2 – Demographic Data

District	Total Population	Raw Population	% Population	Latino	NL* White Alone	NL Black Alone	NL AIAN* Alone	NL Asian Alone	NL Hawaiian Alone	NL Other Alone	NL 2+ Races
1	43,904	-55	-0.13%	30,048	5,251	3,698	137	3,398	146	239	987
2	43,860	-99	-0.23%	33,681	6,174	1,506	96	1,360	81	261	701
3	44,024	65	0.15%	32,250	5,139	1,907	91	3,629	70	193	745
4	44,049	90	0.20%	24,276	7,526	3,363	86	7,309	119	249	1,121
Total	175,837			120,255	24,090	10,474	410	15,696	416	942	3,554
Ideal	43,959	Deviation	0.43%								
Ideal = 1/4 total population											

Voting Age Population	Total VAP*	Latino VAP	NL White Alone VAP	NL Black Alone VAP	NL AIAN Alone VAP	NL Asian Alone VAP	NL Hawaiian Alone VAP	NL Other Race Alone VAP	NL 2+ Races VAP
	33,227	21,746	4,661	2,827	118	2,893	123	169	690
All Four Districts are	32,268	23,713	5,457	1,175	87	1,150	47	147	492
Majority/Minority Hispanic	33,193	23,354	4,479	1,576	69	3,022	56	123	514
Voting Districts	33,778	17,685	6,307	2,689	65	6,021	89	195	727
Total	132,466	86,498	20,904	8,267	339	13,086	315	634	2,423

Citizen Voting Age Population	CVAP*19 Total	CVAP19 NL White	CVAP19 NL Black	CVAP Hispanic	CVAP19 Not Hispanic	CVAP19 NL AIAN	CVAP19 NL ASIAN	CVAP19 NL Hawaiian	CVAP19 NL Other
	26,501	5,260	2,088	16,582	9,902	132	1,899	80	48
	25,236	6,799	1,271	15,928	9,312	39	726	1	45
	27,367	5,114	1,627	17,906	9,475	63	2,123	84	95
	27,154	6,795	1,986	14,984	12,136	10	2,656	26	100
Total	106,258	23,968	6,972	65,400	40,825	244	7,404	191	288

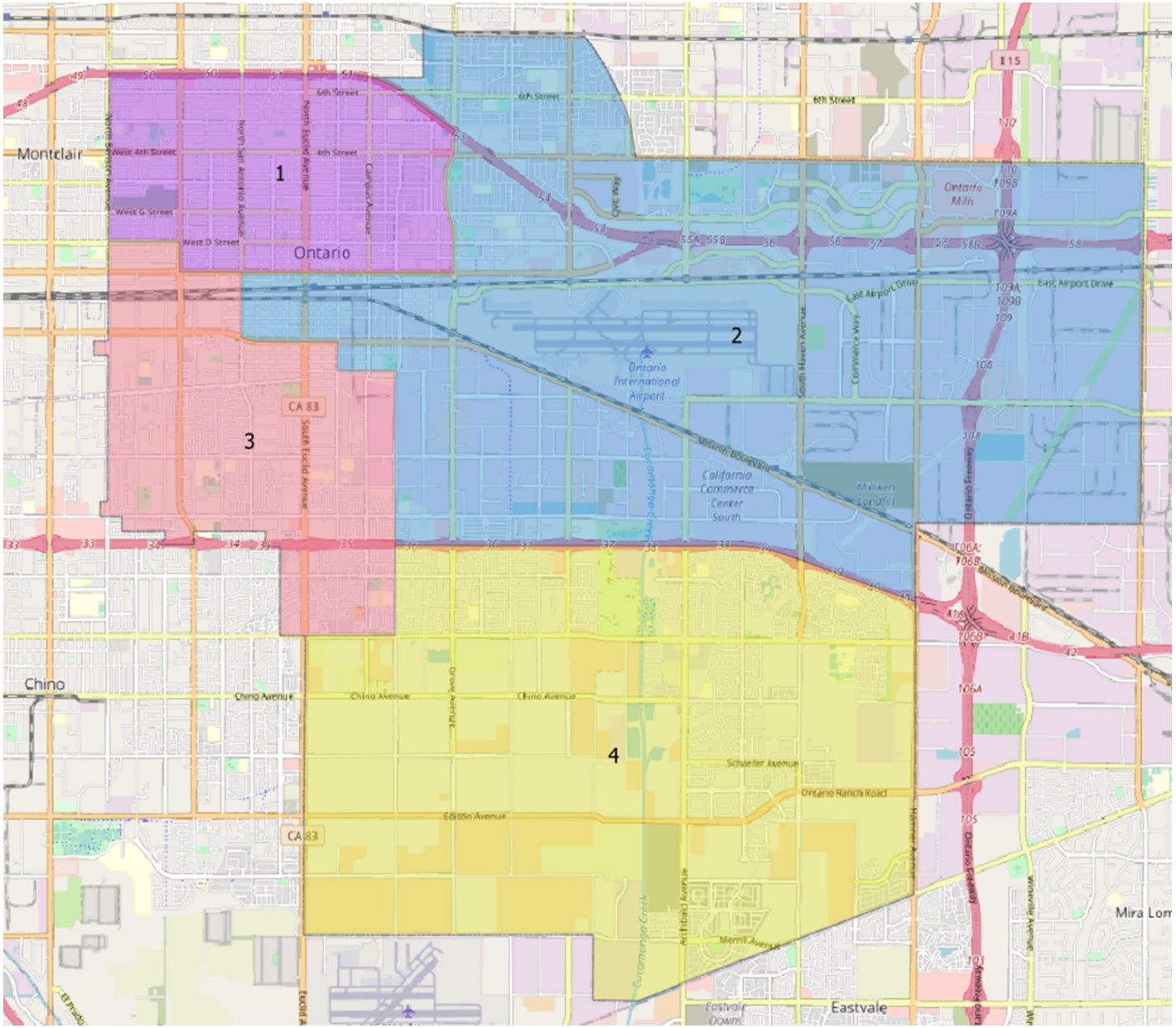
*NL = Non Latino

*AIAN = American Indian Alaskan Native

*VAP = Voting Age Population

*CVAP = Citizen Voting Age Population

City of Ontario – Transition to District Elections
Draft Map 3 - Submitted by Plaintiff Chris Robles



Draft Proposed Election Sequence:

2024 – Districts 1 & 3

2026 – Districts 2 & 4

Total Deviation

2.72%
(under the acceptable norm of <10%)

Draws four (4) majority/minority Hispanic Voting Districts

Additional online viewing, with search and other geolocation features enabled, may be found at https://bit.ly/3MZMiJP

Draft Map 3 – Demographic Data

District	Total Populaton	Raw Population	% Population	Latino	NL* White Alone	NL Black Alone	NL AIAN* Alone	NL Asian Alone	NL Hawaiian Alone	NL Other Alone	NL 2+ Races
1	43,637	-322	-0.73%	32,988	6,617	1,519	109	1,348	90	244	722
2	44,263	304	0.69%	30,487	4,946	3,796	125	3,514	128	257	1,010
3	44,566	607	1.38%	32,878	5,126	1,806	96	3,656	81	192	731
4	43,371	-588	-1.34%	23,902	7,401	3,353	80	7,178	117	249	1,091
Total	175,837			120,255	24,090	10,474	410	15,696	416	942	3,554
Ideal	43,959	Deviation	2.72%								
Ideal = 1/4 of total population											

Voting Age Population	Total VAP*	Latino VAP	NL White Alone VAP	NL Black Alone VAP	NL AIAN Alone VAP	NL Asian Alone VAP	NL Hawaiian Alone VAP	NL Other Race Alone VAP	NL 2+ Races VAP
	32,531	23,503	5,846	1,211	100	1,140	62	149	520
All Four Districts are	33,347	21,978	4,397	2,898	106	2,988	107	172	701
Majority/Minority Hispanic	33,364	23,618	4,461	1,479	74	3,056	58	118	500
Voting Districts	33,224	17,399	6,200	2,679	59	5,902	88	195	702
Total	132,466	86,498	20,904	8,267	339	13,086	315	634	2,423

Citizen Voting Age Population	CVAP*19 Total	CVAP19 NL White	CVAP19 NL Black	CVAP Hispanic	CVAP19 Not Hispanic	CVAP19 NL AIAN	CVAP19 NL ASIAN	CVAP19 NL Hawaiian	CVAP19 NL Other
	26,533	7,367	1,139	16,743	9,795	50	726	7	65
	25,884	4,754	2,141	16,321	9,581	129	2,056	74	28
	27,214	5,171	1,721	17,659	9,536	64	2,027	84	95
	26,627	6,676	1,971	14,677	11,913	1	2,595	26	100
Total	106,258	23,968	6,972	65,400	40,825	244	7,404	191	288

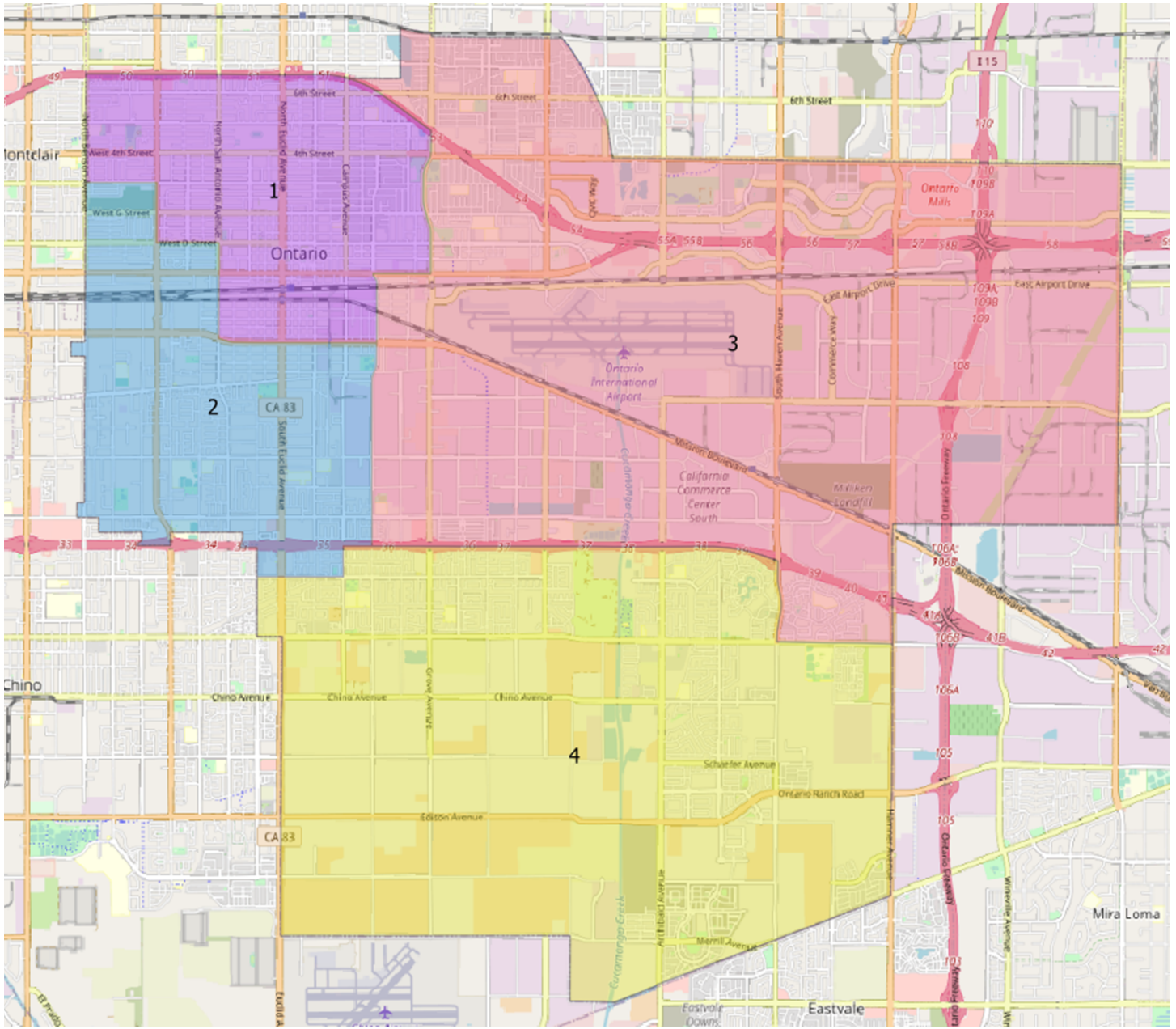
*NL = Non Latino

*AIAN = American Indian Alaskan Native

*VAP = Voting Age Population

*CVAP = Citizen Voting Age Population

City of Ontario – Transition to District Elections Draft
Map 4 - Submitted by Plaintiff Chris Robles



Draft Proposed Election Sequence:

2024 – Districts 1 & 2

2026 – Districts 3 & 4

Total Deviation

3.48%
(under the acceptable norm of <10%)

Draws four (4) majority/minority Hispanic Voting Districts

Additional online viewing, with search and other geolocation features enabled, may be found at https://bit.ly/3MZMiJP

Draft Map 4 – Demographic Data

District	Total Population	Raw Population	% Population	Latino	NL* White Alone	NL Black Alone	NL AIAN* Alone	NL Asian Alone	NL Hawaiian Alone	NL Other Alone	NL 2+ Races
1	43,175	-784	-1.78%	33,017	6,389	1,413	93	1,256	89	243	675
2	44,703	744	1.69%	34,400	4,810	1,765	104	2,653	80	219	672
3	43,366	-593	-1.35%	28,397	5,550	4,054	132	3,777	129	236	1,091
4	44,593	634	1.44%	24,441	7,341	3,242	81	8,010	118	244	1,116
Total	175,837			120,255	24,090	10,474	410	15,696	416	942	3,554
Ideal	43,959	Deviation	3.48%								
Ideal = 1/4 of total population											

Voting Age Population			Total VAP*	Latino VAP	NL White Alone VAP	NL Black Alone VAP	NL AIAN Alone VAP	NL Asian Alone VAP	NL Hawaiian Alone VAP	NL Other Race Alone VAP	NL 2+ Races VAP
			32,162	23,560	5,651	1,124	87	1,055	63	150	472
			33,237	24,627	4,197	1,434	79	2,252	55	119	474
			32,872	20,498	4,902	3,111	113	3,209	109	174	756
			34,195	17,813	6,154	2,598	60	6,570	88	191	721
		Total	132,466	86,498	20,904	8,267	339	13,086	315	634	2,423

Citizen Voting Age Population			CVAP*19 Total	CVAP19 NL White	CVAP19 NL Black	CVAP Hispanic	CVAP19 Not Hispanic	CVAP19 NL AIAN	CVAP19 NL ASIAN	CVAP19 NL Hawaiian	CVAP19 NL Other
			25,903	7,082	1,099	16,521	9,386	50	641	6	70
All Four Districts are			26,448	4,853	1,587	17,855	8,613	52	1,682	85	94
Majority/Minority Hispanic			26,244	5,313	2,237	15,819	10,420	124	2,187	74	23
Voting Districts			27,663	6,720	2,049	15,205	12,406	18	2,894	26	101
		Total	106,258	23,968	6,972	65,400	40,825	244	7,404	191	288

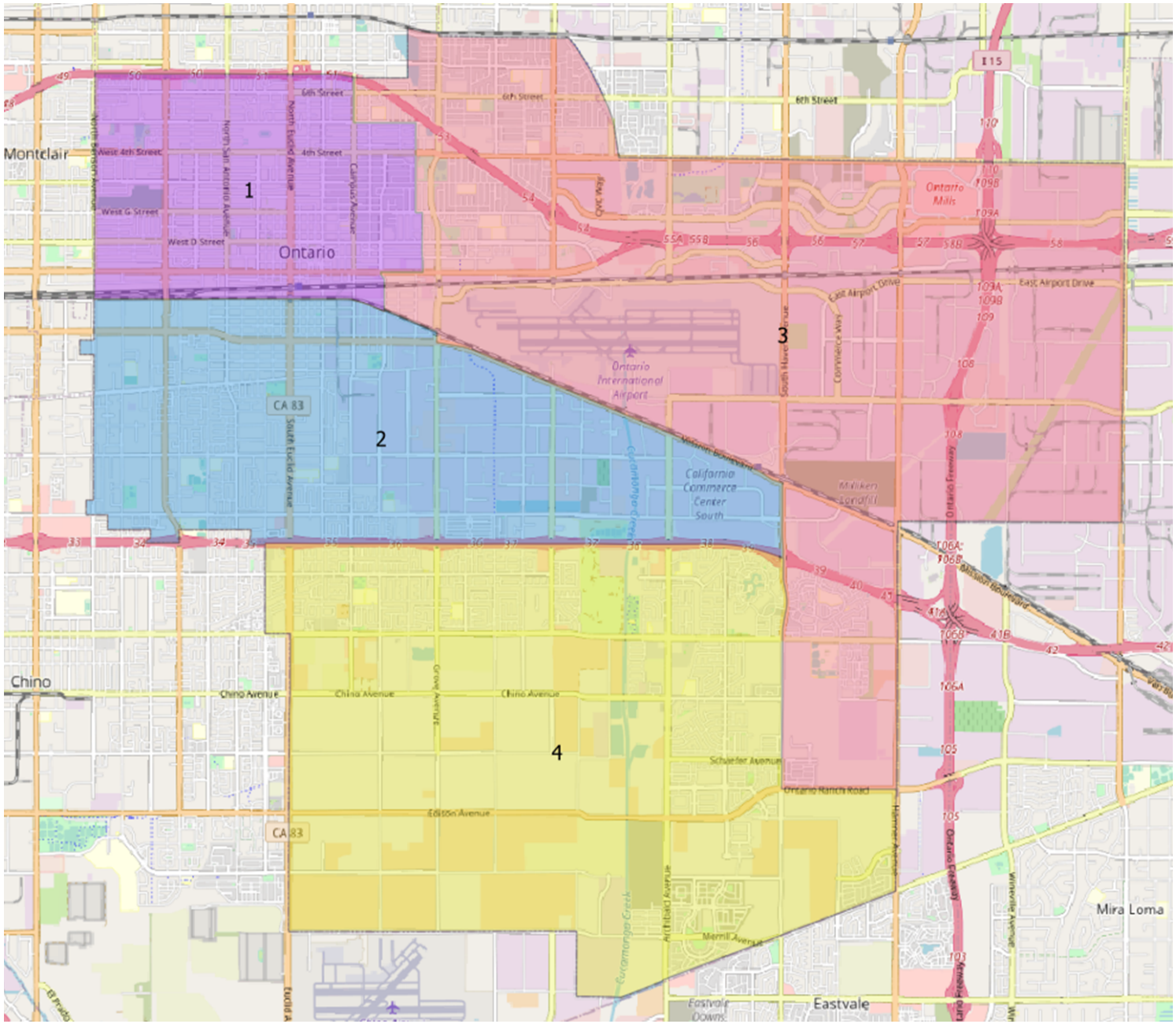
*NL = Non Latino

*AIAN = American Indian Alaskan Native

*VAP = Voting Age Population

*CVAP = Citizen Voting Age Population

City of Ontario – Transition to District Elections
Draft Map 5



Draft Proposed Election Sequence:

2024 – Districts 1 & 2

2026 – Districts 3 & 4

Total Deviation

3.46%
(under the acceptable norm of <10%)

Draws four (4) majority/minority Hispanic Voting Districts

Additional online viewing, with search and other geolocation features enabled, may be found at https://bit.ly/3MZMiJP

Draft Map 5 – Demographic Data

District	Total Population	Raw Population	% Population	Latino	NL* White Alone	NL Black Alone	NL AIAN* Alone	NL Asian Alone	NL Hawaiian Alone	NL Other Alone	NL 2+ Races
1	43,841	-118	-0.27%	33,078	6,627	1,585	104	1,374	91	251	731
2	43,055	-904	-2.06%	32,901	4,791	1,718	91	2,608	71	218	657
3	44,367	408	0.93%	29,483	5,322	3,965	137	4,026	137	229	1,068
4	44,574	615	1.40%	24,793	7,350	3,206	78	7,688	117	244	1,098
Total	175,837			120,255	24,090	10,474	410	15,696	416	942	3,554
Ideal	43,959	Deviation	3.46%								
Ideal = 1/4 of total population											

Voting Age Population	Total VAP*	Latino VAP	NL White Alone VAP	NL Black Alone VAP	NL AIAN Alone VAP	NL Asian Alone VAP	NL Hawaiian Alone VAP	NL Other Race Alone VAP	NL 2+ Races VAP
	32,586	23,475	5,858	1,254	95	1,167	63	149	525
	32,346	23,769	4,233	1,421	69	2,211	57	128	458
	33,335	21,155	4,649	3,029	116	3,391	109	164	722
	34,199	18,099	6,164	2,563	59	6,317	86	193	718
Total	132,466	86,498	20,904	8,267	339	13,086	315	634	2,423

Citizen Voting Age Population	CVAP*19 Total	CVAP19 NL White	CVAP19 NL Black	CVAP Hispanic	CVAP19 Not Hispanic	CVAP19 NL AIAN	CVAP19 NL ASIAN	CVAP19 NL Hawaiian	CVAP19 NL Other
	26,282	7,422	1,303	16,289	10,005	50	715	7	65
All Four Districts are	26,145	4,676	1,391	17,864	8,286	66	1,728	84	96
Majority/Minority Hispanic	25,929	5,032	2,254	15,830	10,077	110	2,089	74	33
Voting Districts	27,902	6,838	2,024	15,417	12,457	18	2,872	26	94
Total	106,258	23,968	6,972	65,400	40,825	244	7,404	191	288

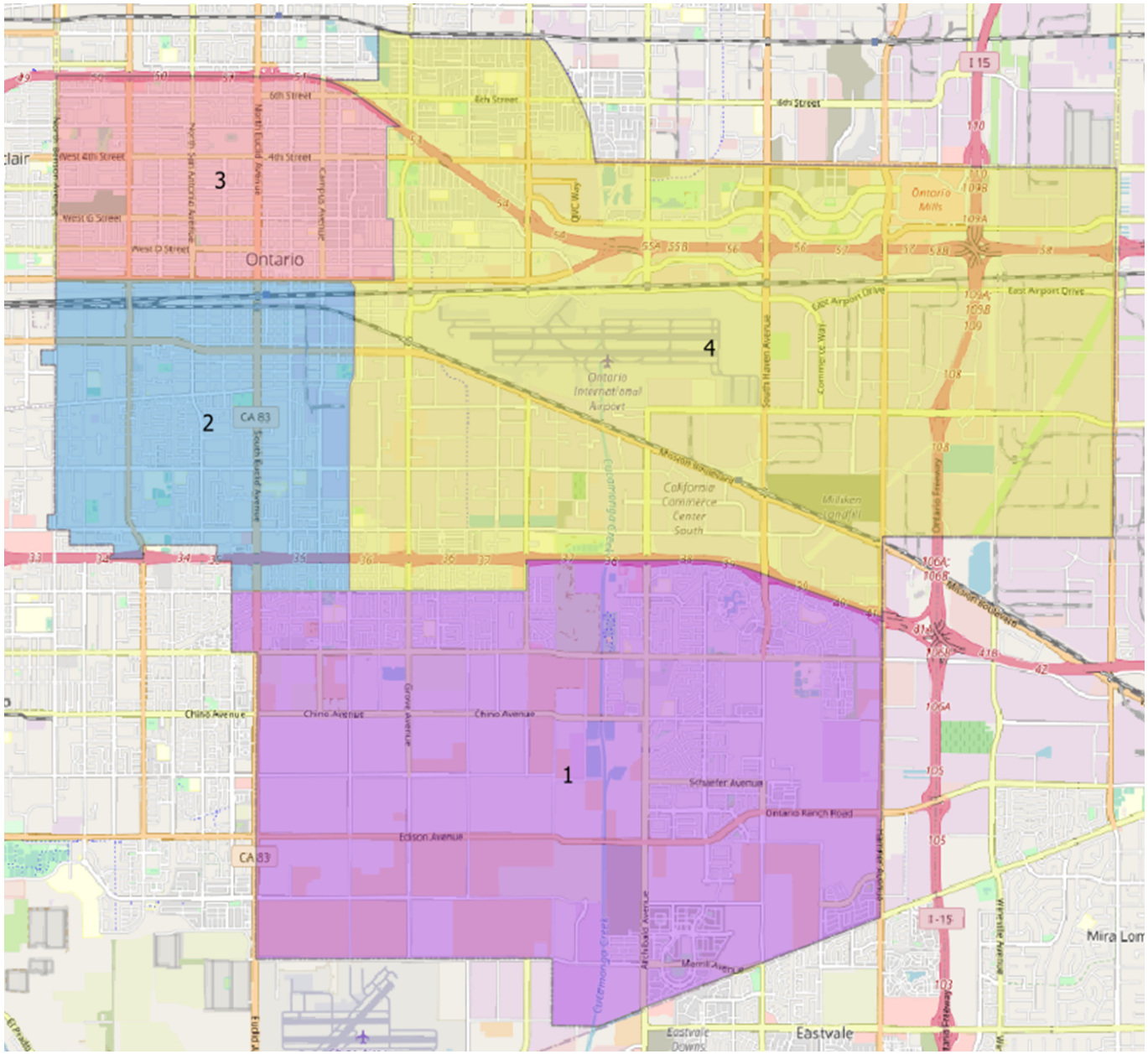
*NL = Non Latino

*AIAN = American Indian Alaskan Native

*VAP = Voting Age Population

*CVAP = Citizen Voting Age Population

City of Ontario – Transition to District Elections
Draft Map 6



Draft Proposed Election Sequence:

2024 – Districts 2 & 3

2026 – Districts 1 & 4

Total Deviation

5.23%
(under the acceptable norm of <10%)

Draws four (4) majority/minority Hispanic Voting Districts

Additional online viewing, with search and other geolocation features enabled, may be found at https://bit.ly/3MZMiJP

Draft Map 6 – Demographic Data

District	Total Population	Raw Population	% Population	Latino	NL* White Alone	NL Black Alone	NL AIAN* Alone	NL Asian Alone	NL Hawaiian Alone	NL Other Alone	NL 2+ Races
1	44,562	603	1.37%	23,752	7,680	3,337	89	8,161	116	254	1,173
2	42,354	-1,605	-3.65%	32,812	4,502	1,574	86	2,506	62	203	609
3	44,270	311	0.71%	33,422	6,690	1,583	106	1,380	98	254	737
4	44,651	692	1.57%	30,269	5,218	3,980	129	3,649	140	231	1,035
Total	175,837			120,255	24,090	10,474	410	15,696	416	942	3,554
Ideal	43,959	Deviation	5.23%								
Ideal = 1/4 Total Population											

Voting Age Population			Total VAP*	Latino VAP	NL White Alone VAP	NL Black Alone VAP	NL AIAN Alone VAP	NL Asian Alone VAP	NL Hawaiian Alone VAP	NL Other Race Alone VAP	NL 2+ Races VAP
			34,226	17,304	6,443	2,690	68	6,685	90	198	748
			31,682	23,686	3,942	1,292	64	2,122	47	114	415
			32,906	23,722	5,907	1,252	97	1,176	69	153	530
			33,652	21,786	4,612	3,033	110	3,103	109	169	730
		Total	132,466	86,498	20,904	8,267	339	13,086	315	634	2,423

Citizen Voting Age Population			CVAP19 Total	CVAP19 NL White	CVAP19 NL Black	CVAP Hispanic	CVAP19 Not Hispanic	CVAP19 NL AIAN	CVAP19 NL ASIAN	CVAP19 NL Hawaiian	CVAP19 NL Other
			27,718	6,837	2,016	15,130	12,561	18	2,912	26	99
All Four Districts are			25,182	4,449	1,401	17,268	7,921	52	1,613	84	99
Majority/Minority Hispanic			26,666	7,517	1,284	16,587	10,089	50	713	7	62
Voting Districts			26,692	5,165	2,271	16,415	10,254	124	2,166	74	28
		Total	106,258	23,968	6,972	65,400	40,825	244	7,404	191	288

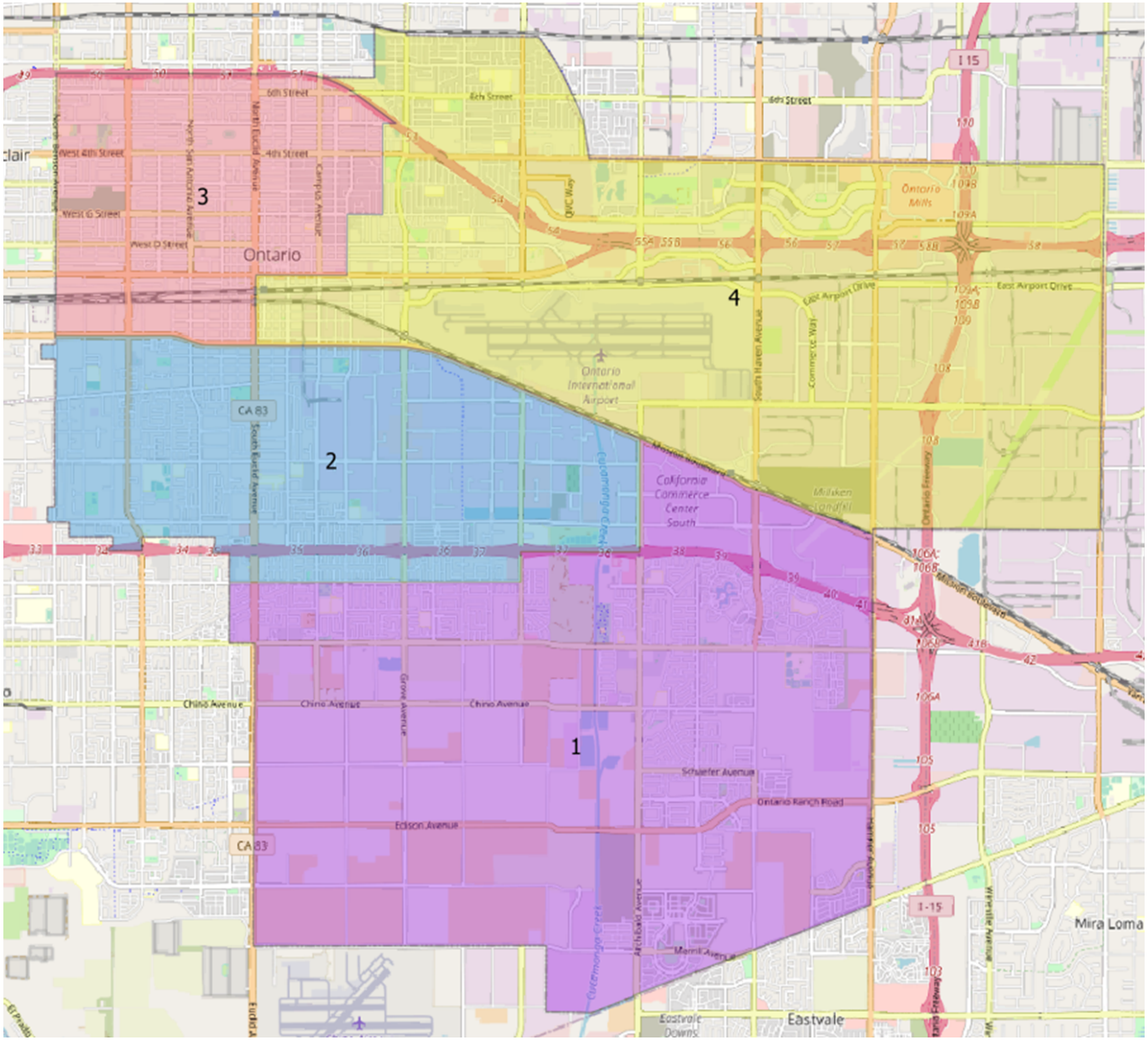
*NL = Non Latino

*AIAN = American Indian Alaskan Native

*VAP = Voting Age Population

*CVAP = Citizen Voting Age Population

City of Ontario – Transition to District Elections
Draft Map 7



Draft Proposed Election Sequence:

2024 – Districts 2 & 3

2026 – Districts 1 & 4

Total Deviation

4.81%
(under the acceptable norm of <10%)

Draws four (4) majority/minority Hispanic Voting Districts

Additional online viewing, with search and other geolocation features enabled, may be found at https://bit.ly/3MZMiJP

Draft Map 7 – Demographic Data

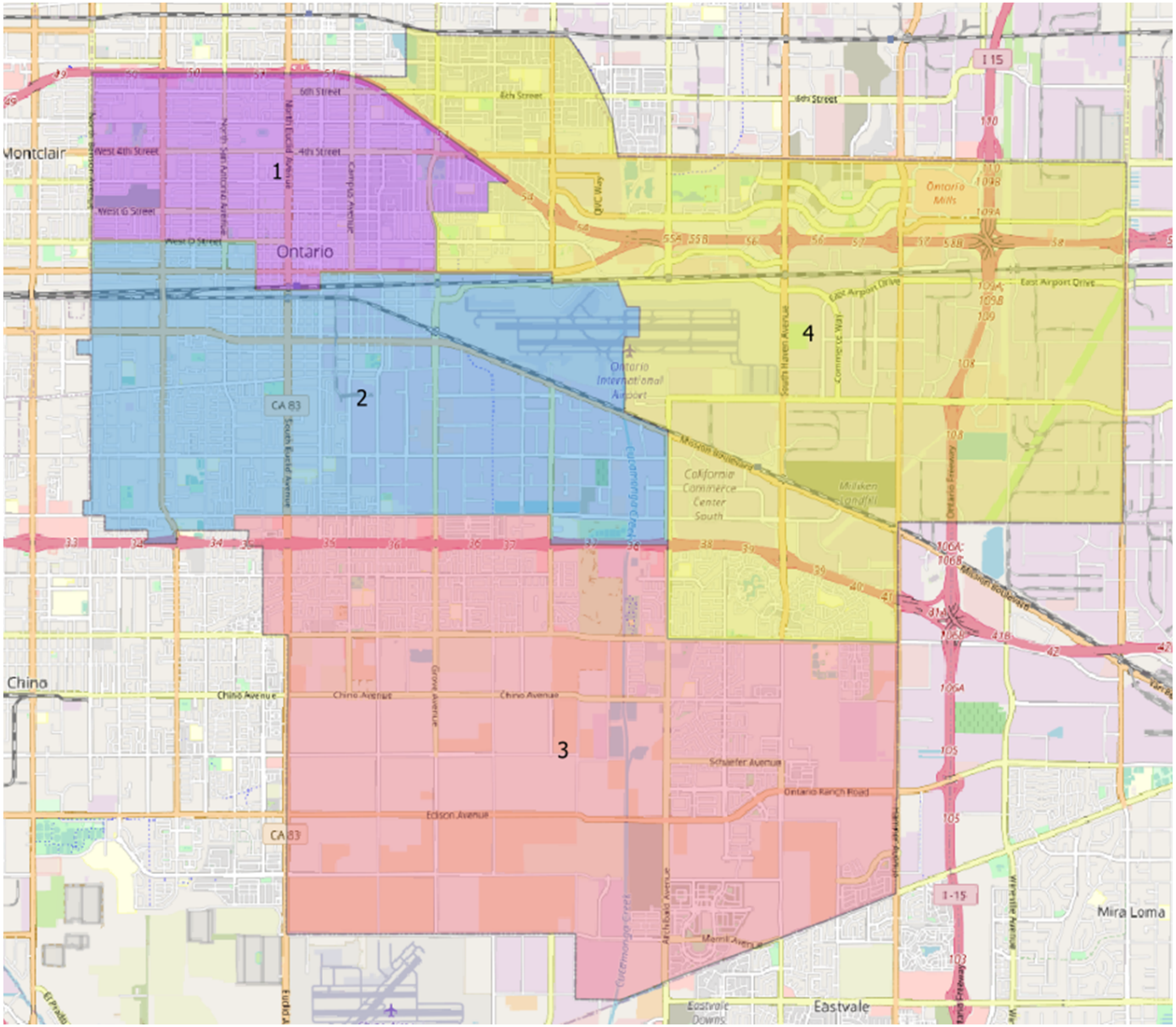
District	Total Population	Raw Population	% Population	Latino	NL* White Alone	NL Black Alone	NL AIAN* Alone	NL Asian Alone	NL Hawaiian Alone	NL Other Alone	NL 2+ Races
1	44,570	611	1.39%	23,755	7,680	3,337	89	8,164	116	254	1,175
2	43,761	-198	-0.45%	32,520	5,344	2,001	94	2,813	77	197	715
3	44,810	851	1.94%	33,865	6,746	1,604	101	1,392	96	271	735
4	42,696	-1,263	-2.87%	30,115	4,320	3,532	126	3,327	127	220	929
Total	175,837			120,255	24,090	10,474	410	15,696	416	942	3,554
Ideal	43,959	Deviation	4.81%								
Ideal = 1/4 total population											

Voting Age Population	Total VAP*	Latino VAP	NL White Alone VAP	NL Black Alone VAP	NL AIAN Alone VAP	NL Asian Alone VAP	NL Hawaiian Alone VAP	NL Other Race Alone VAP	NL 2+ Races VAP
	34,234	17,307	6,443	2,690	68	6,688	90	198	750
All Four Districts are	33,108	23,601	4,698	1,644	72	2,394	59	128	512
Majority/Minority Hispanic	33,529	24,259	5,967	1,264	96	1,182	69	167	525
Voting Districts	31,595	21,331	3,796	2,669	103	2,822	97	141	636
Total	132,466	86,498	20,904	8,267	339	13,086	315	634	2,423

Citizen Voting Age Population	CVAP*19 Total	CVAP19 NL White	CVAP19 NL Black	CVAP Hispanic	CVAP19 Not Hispanic	CVAP19 NL AIAN	CVAP19 NL ASIAN	CVAP19 NL Hawaiian	CVAP19 NL Other
	27,725	6,837	2,016	15,133	12,566	18	2,914	26	99
	27,519	5,501	1,605	18,028	9,478	66	1,906	84	90
	27,029	7,408	1,258	17,053	9,962	39	721	7	72
	23,985	4,222	2,093	15,186	8,819	121	1,863	74	27
Total	106,258	23,968	6,972	65,400	40,825	244	7,404	191	288

*NL = Non Latino
*AIAN = American Indian Alaskan Native
*VAP = Voting Age Population
*CVAP = Citizen Voting Age Population

City of Ontario – Transition to District Elections
Draft Map 8



Draft Proposed Election Sequence:

2024 – Districts 1 & 2

2026 – Districts 3 & 4

Total Deviation

3.59%
(under the acceptable norm of <10%)

Draws four (4) majority/minority Hispanic Voting Districts

Additional online viewing, with search and other geolocation features enabled, may be found at https://bit.ly/3MZMiJP

Draft Map 8 – Demographic Data

District	Total Population	Raw Population	% Population	Latino	NL* White Alone	NL Black Alone	NL AIAN* Alone	NL Asian Alone	NL Hawaiian Alone	NL Other Alone	NL 2+ Races
1	43,178	-781	-1.78%	32,742	6,562	1,425	95	1,326	89	231	708
2	43,712	-247	-0.56%	34,252	4,412	1,650	103	2,357	77	233	628
3	44,757	798	1.81%	24,950	7,129	3,135	84	8,022	125	226	1,086
4	44,190	231	0.52%	28,311	5,987	4,264	128	3,991	125	252	1,132
Total	175,837			120,255	24,090	10,474	410	15,696	416	942	3,554
Ideal	43,959	Deviation	3.59%								
Ideal = 1/4 total population											

Voting Age Population			Total VAP*	Latino VAP	NL White Alone VAP	NL Black Alone VAP	NL AIAN Alone VAP	NL Asian Alone VAP	NL Hawaiian Alone VAP	NL Other Race Alone VAP	NL 2+ Races VAP
			32,374	23,506	5,827	1,143	85	1,107	63	141	502
			32,179	24,321	3,839	1,333	82	1,995	53	125	431
			34,597	18,352	6,056	2,533	67	6,593	96	178	722
			33,316	20,319	5,182	3,258	105	3,391	103	190	768
		Total	132,466	86,498	20,904	8,267	339	13,086	315	634	2,423

Citizen Voting Age Population			CVAP*19 Total	CVAP19 NL White	CVAP19 NL Black	CVAP Hispanic	CVAP19 Not Hispanic	CVAP19 NL AIAN	CVAP19 NL ASIAN	CVAP19 NL Hawaiian	CVAP19 NL Other
			26,407	7,263	1,139	16,786	9,621	50	667	6	65
All four districts			25,220	4,342	1,438	17,546	7,739	56	1,485	69	95
are drawn as majority/minority			27,657	6,698	1,867	15,332	12,257	28	3,017	42	105
Hispanic voting districts			26,974	5,665	2,528	15,736	11,208	110	2,235	74	23
		Total	106,258	23,968	6,972	65,400	40,825	244	7,404	191	288

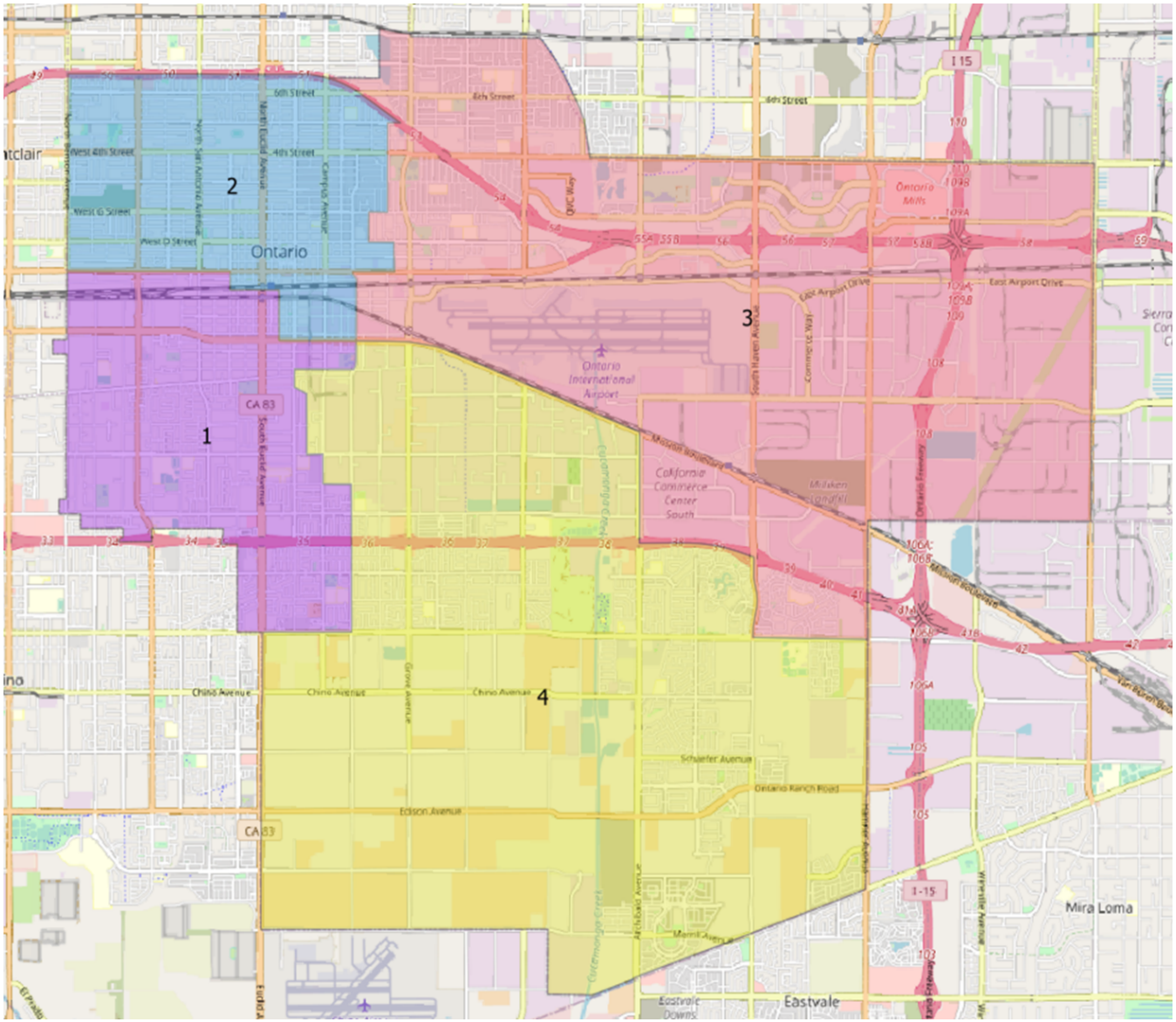
*NL = Non Latino

*AIAN = American Indian Alaskan Native

*VAP = Voting Age Population

*CVAP = Citizen Voting Age Population

City of Ontario – Transition to District Elections
Draft Map 9



Draft Proposed Election Sequence:

2024 – Districts 1 & 2

2026 – Districts 3 & 4

Total Deviation

3.80%
(under the acceptable norm of <10%)

Draws four (4) majority/minority Hispanic Voting Districts

Additional online viewing, with search and other geolocation features enabled, may be found at https://bit.ly/3MZMiJP

Draft Map 9 – Demographic Data

District	Total Population	Raw Population	% Population	Latino	NL* White Alone	NL Black Alone	NL AIAN* Alone	NL Asian Alone	NL Hawaiian Alone	NL Other Alone	NL 2+ Races
1	43,907	-52	-0.12%	32,455	5,087	1,691	97	3,567	66	213	731
2	44,546	587	1.33%	33,693	6,664	1,591	103	1,395	97	260	743
3	42,877	-1,082	-2.46%	28,896	5,030	3,830	131	3,616	129	222	1,023
4	44,507	548	1.25%	25,211	7,309	3,362	79	7,118	124	247	1,057
Total	175,837			120,255	24,090	10,474	410	15,696	416	942	3,554
Ideal	43,959	Deviation	3.80%								
Ideal = 1/4 total population											

Voting Age Population	Total VAP*	Latino VAP	NL White Alone VAP	NL Black Alone VAP	NL AIAN Alone VAP	NL Asian Alone VAP	NL Hawaiian Alone VAP	NL Other Race Alone VAP	NL 2+ Races VAP
	33,039	23,481	4,430	1,391	75	2,989	50	126	497
	33,156	23,978	5,877	1,258	96	1,185	71	155	536
	32,090	20,648	4,408	2,911	110	3,061	99	159	694
	34,181	18,391	6,189	2,707	58	5,851	95	194	696
Total	132,466	86,498	20,904	8,267	339	13,086	315	634	2,423

Citizen Voting Age Population	CVAP*19 Total	CVAP19 NL White	CVAP19 NL Black	CVAP Hispanic	CVAP19 Not Hispanic	CVAP19 NL AIAN	CVAP19 NL ASIAN	CVAP19 NL Hawaiian	CVAP19 NL Other
	26,508	5,035	1,509	17,369	9,139	69	1,996	84	99
Draws four majority/minority	26,923	7,461	1,280	16,902	10,011	50	706	7	63
Hispanic Voting Districts	24,914	4,791	2,188	15,252	9,667	110	1,998	74	26
	27,913	6,681	1,995	15,877	12,008	15	2,704	26	100
Total	106,258	23,968	6,972	65,400	40,825	244	7,404	191	288

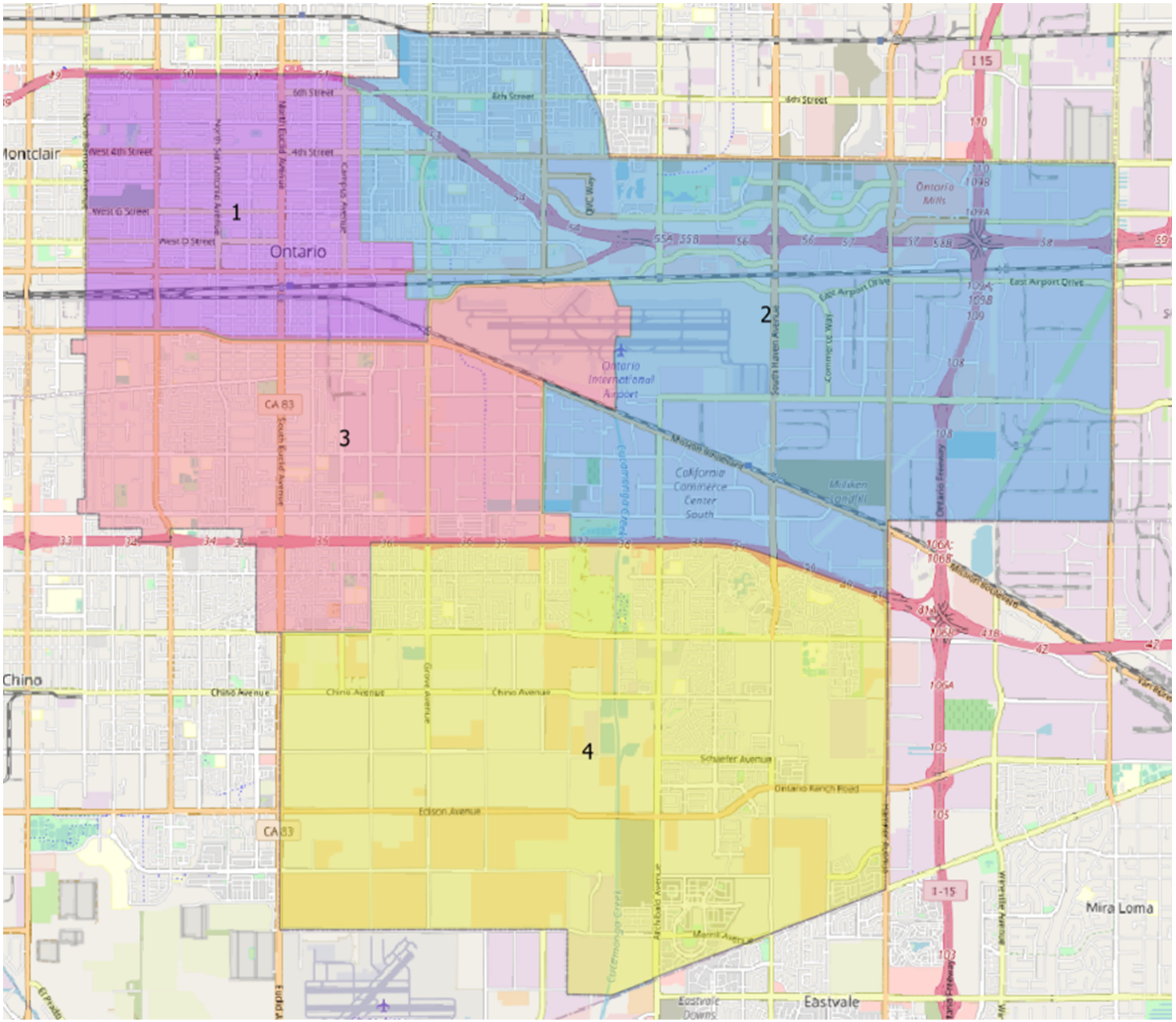
*NL = Non Latino

*AIAN = American Indian Alaskan Native

*VAP = Voting Age Population

*Citizen Voting Age Population

City of Ontario – Transition to District Elections
Draft Map 10



Draft Proposed Election Sequence:

2024 – Districts 1 & 3

2026 – Districts 2 & 4

Total Deviation

3.59%
(under the acceptable norm of <10%)

Draws four (4) majority/minority Hispanic Voting Districts

Additional online viewing, with search and other geolocation features enabled, may be found at https://bit.ly/3MZMiJP

Draft Map 10 – Demographic Data

District	Total Population	Raw Population	% Population	Latino	NL* White Alone	NL Black Alone	NL AIAN* Alone	NL Asian Alone	NL Hawaiian Alone	NL Other Alone	NL 2+ Races
1	43,629	-330	-0.75%	33,297	6,293	1,514	92	1,362	84	273	714
2	43,886	-73	-0.17%	30,687	4,773	3,622	135	3,360	139	218	952
3	44,951	992	2.26%	32,369	5,623	1,985	103	3,796	76	202	797
4	43,371	-588	-1.34%	23,902	7,401	3,353	80	7,178	117	249	1,091
Total	175,837			120,255	24,090	10,474	410	15,696	416	942	3,554
Ideal	43,959	Deviation	3.59%								
Ideal = 1/4 total population											

Voting Age Population			Total VAP*	Latino VAP	NL White Alone VAP	NL Black Alone VAP	NL AIAN Alone VAP	NL Asian Alone VAP	NL Hawaiian Alone VAP	NL Other Race Alone VAP	NL 2+ Races VAP
			32,321	23,602	5,568	1,189	87	1,156	59	160	500
			32,812	21,992	4,195	2,744	112	2,851	107	148	663
			34,109	23,505	4,941	1,655	81	3,177	61	131	558
			33,224	17,399	6,200	2,679	59	5,902	88	195	702
		Total	132,466	86,498	20,904	8,267	339	13,086	315	634	2,423

Citizen Voting Age Population			CVAP*19 Total	CVAP19 NL White	CVAP19 NL Black	CVAP Hispanic	CVAP19 Not Hispanic	CVAP19 NL AIAN	CVAP19 NL ASIAN	CVAP19 NL Hawaiian	CVAP19 NL Other
			25,469	6,848	1,271	16,072	9,399	50	721	3	67
Four Districts are drawn as			25,553	4,782	2,080	16,171	9,387	110	1,865	78	32
Majority/Minority Hispanic			28,609	5,662	1,650	18,480	10,126	83	2,223	84	89
Voting Districts			26,627	6,676	1,971	14,677	11,913	1	2,595	26	100
		Total	106,258	23,968	6,972	65,400	40,825	244	7,404	191	288

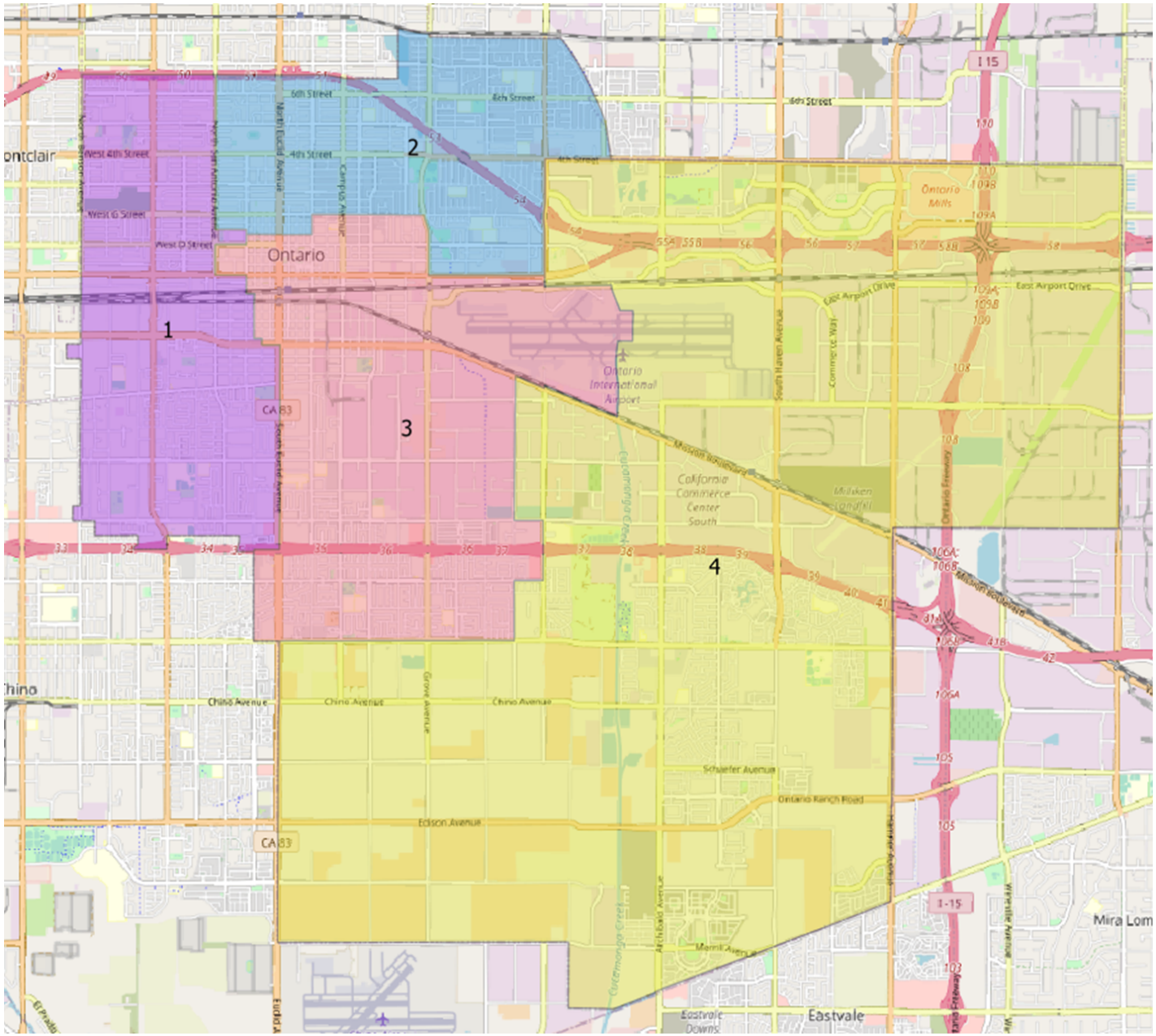
*NL = Non Latino

*AIAN = American Indian Alaskan Native

*VAP - Voting Age Population

*CVAP = Citizen Voting Age Population

City of Ontario – Transition to District Elections
Draft Map 11



Draft Proposed Election Sequence:

2024 – Districts 1 & 2

2026 – Districts 3 & 4

Total Deviation

4.41%
(under the acceptable norm of <10%)

Draws four (4) majority/minority Hispanic Voting Districts

Additional online viewing, with search and other geolocation features enabled, may be found at https://bit.ly/3y2K9XD

Draft Map 11 – Demographic Data

District	Total Population	Raw Population	% Population	Latino	NL* White Alone	NL Black Alone	NL AIAN*Alone	NL Asian Alone	NL Hawaiian Alone	NL Other Alone	NL 2+ Races
1	44,050	91	0.21%	32,430	5,918	1,852	106	2,643	80	230	791
2	44,735	776	1.76%	32,591	6,162	2,299	127	2,428	113	213	802
3	44,254	295	0.67%	33,584	4,836	1,901	80	2,936	83	224	610
4	42,798	-1,161	-2.64%	21,650	7,174	4,422	97	7,689	140	275	1,351
Total	175,837			120,255	24,090	10,474	410	15,696	416	942	3,554
Ideal	43,959	Deviation	4.41%								

Voting Age Population			Total VAP*	Latino VAP	NL White Alone VAP	NL Black Alone VAP	NL AIAN Alone VAP	NL Asian Alone VAP	NL Hawaiian Alone VAP	NL Other Race Alone VAP	NL 2+ Races VAP
			32,927	23,195	5,216	1,466	86	2,225	54	134	551
			33,822	23,640	5,440	1,750	114	2,074	98	140	566
			32,952	24,045	4,202	1,551	66	2,433	57	151	447
			32,765	15,618	6,046	3,500	73	6,354	106	209	859
		Total	132,466	86,498	20,904	8,267	339	13,086	315	634	2,423

Citizen Voting Age Population			CVAP*19 Total	CVAP19 NL White	CVAP19 NL Black	CVAP Hispanic	CVAP19 Not Hispanic	CVAP19 NL AIAN	CVAP19 NL ASIAN	CVAP19 NL Hawaiian	CVAP19 NL Other
			26,774	5,931	1,686	16,772	10,010	38	1,671	69	116
Draws Four Majority/Minority			27,301	6,401	1,358	17,645	9,655	120	1,304	14	41
Hispanic Voting Districts			26,976	5,103	1,560	18,438	8,548	69	1,562	16	14
			25,207	6,533	2,368	12,545	12,612	17	2,867	92	117
		Total	106,258	23,968	6,972	65,400	40,825	244	7,404	191	288

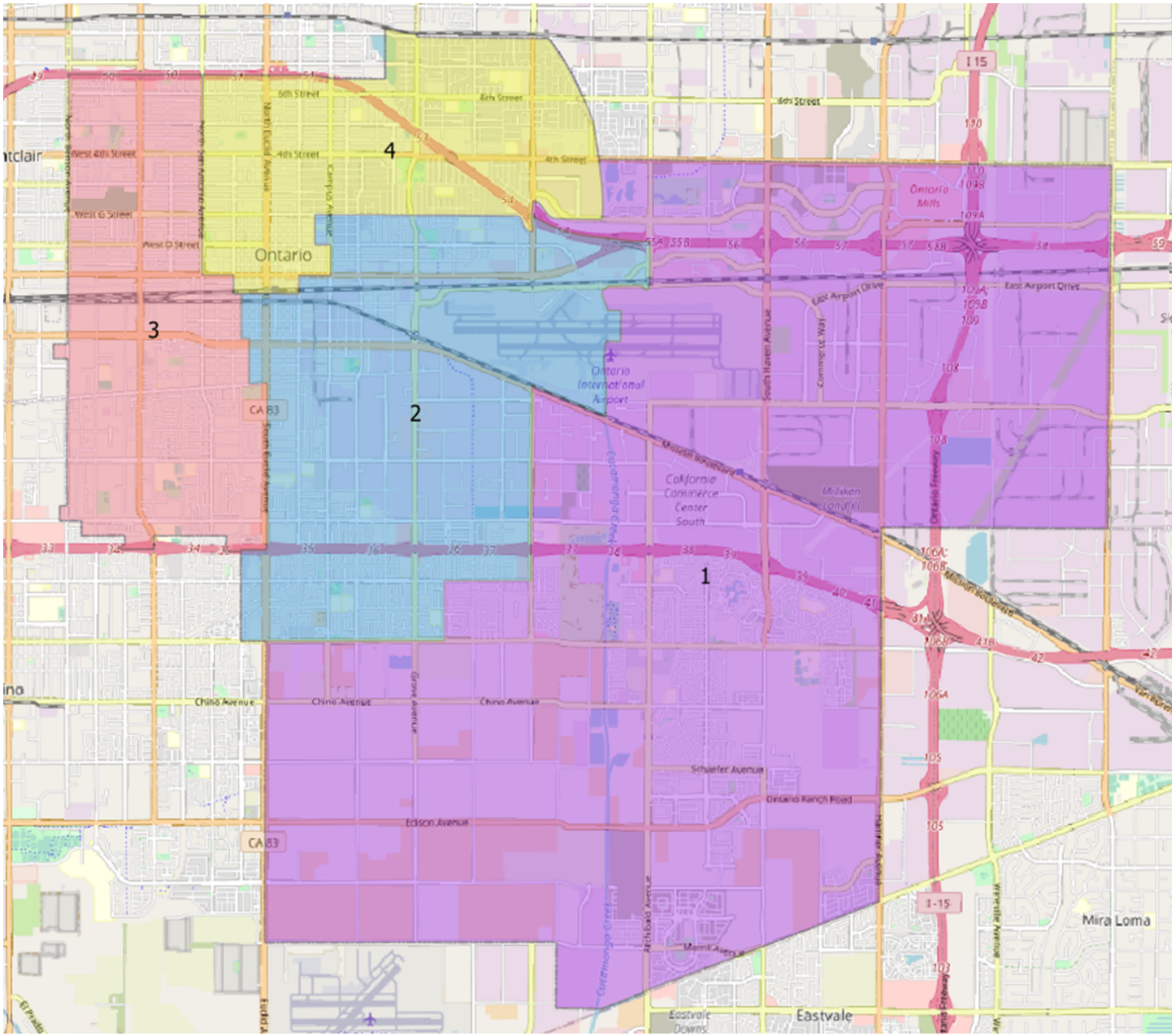
*NL = Non Latino

*AIAN = American Indian Alaskan Native

*VAP = Voting Age Population

*CVAP = Citizen Voting Age Population

City of Ontario – Transition to District Elections
Draft Map 12



Draft Proposed Election Sequence:

2024 – Districts 3 & 4

2026 – Districts 1 & 2

Total Deviation

4.04%
(under the acceptable norm of <10%)

Draws four (4) majority/minority Hispanic Voting Districts

Additional online viewing, with search and other geolocation features enabled, may be found at https://bit.ly/3y2K9XD

Draft Map 12 – Demographic Data

District	Total Population	Raw Population	% Population	Latino	NL* White Alone	NL Black Alone	NL AIAN* Alone	NL Asian Alone	NL Hawaiian Alone	NL Other Alone	NL 2+ Races
1	44,892	933	2.12%	23,032	7,607	4,524	92	7,837	144	276	1,380
2	43,670	-289	-0.66%	33,034	4,378	2,022	88	3,226	73	217	632
3	43,118	-841	-1.91%	31,593	5,867	1,846	105	2,625	80	214	788
4	44,157	198	0.45%	32,596	6,238	2,082	125	2,008	119	235	754
Total	175,837			120,255	24,090	10,474	410	15,696	416	942	3,554
Ideal	43,959	Deviation	4.04%								

Voting Age Population			Total VAP*	Latino VAP	NL White Alone VAP	NL Black Alone VAP	NL AIAN Alone VAP	NL Asian Alone VAP	NL Hawaiian Alone VAP	NL Other Race Alone VAP	NL 2+ Races VAP
			34,443	16,678	6,428	3,583	69	6,485	110	208	882
			32,212	23,443	3,784	1,615	73	2,661	49	141	446
			32,300	22,634	5,169	1,465	85	2,212	54	131	550
			33,511	23,743	5,523	1,604	112	1,728	102	154	545
		Total	132,466	86,498	20,904	8,267	339	13,086	315	634	2,423

Citizen Voting Age Population			CVAP*19 Total	CVAP19 NL White	CVAP19 NL Black	CVAP Hispanic	CVAP19 Not Hispanic	CVAP19 NL AIAN	CVAP19 NL ASIAN	CVAP19 NL Hawaiian	CVAP19 NL Other
			27,324	6,953	2,625	13,885	13,407	13	2,987	92	117
Draws four majority/minority			25,641	4,504	1,510	17,428	8,207	56	1,840	16	14
Hispanic voting districts			26,458	5,903	1,685	16,509	9,963	38	1,662	69	116
			26,835	6,608	1,152	17,578	9,248	137	915	14	41
		Total	106,258	23,968	6,972	65,400	40,825	244	7,404	191	288

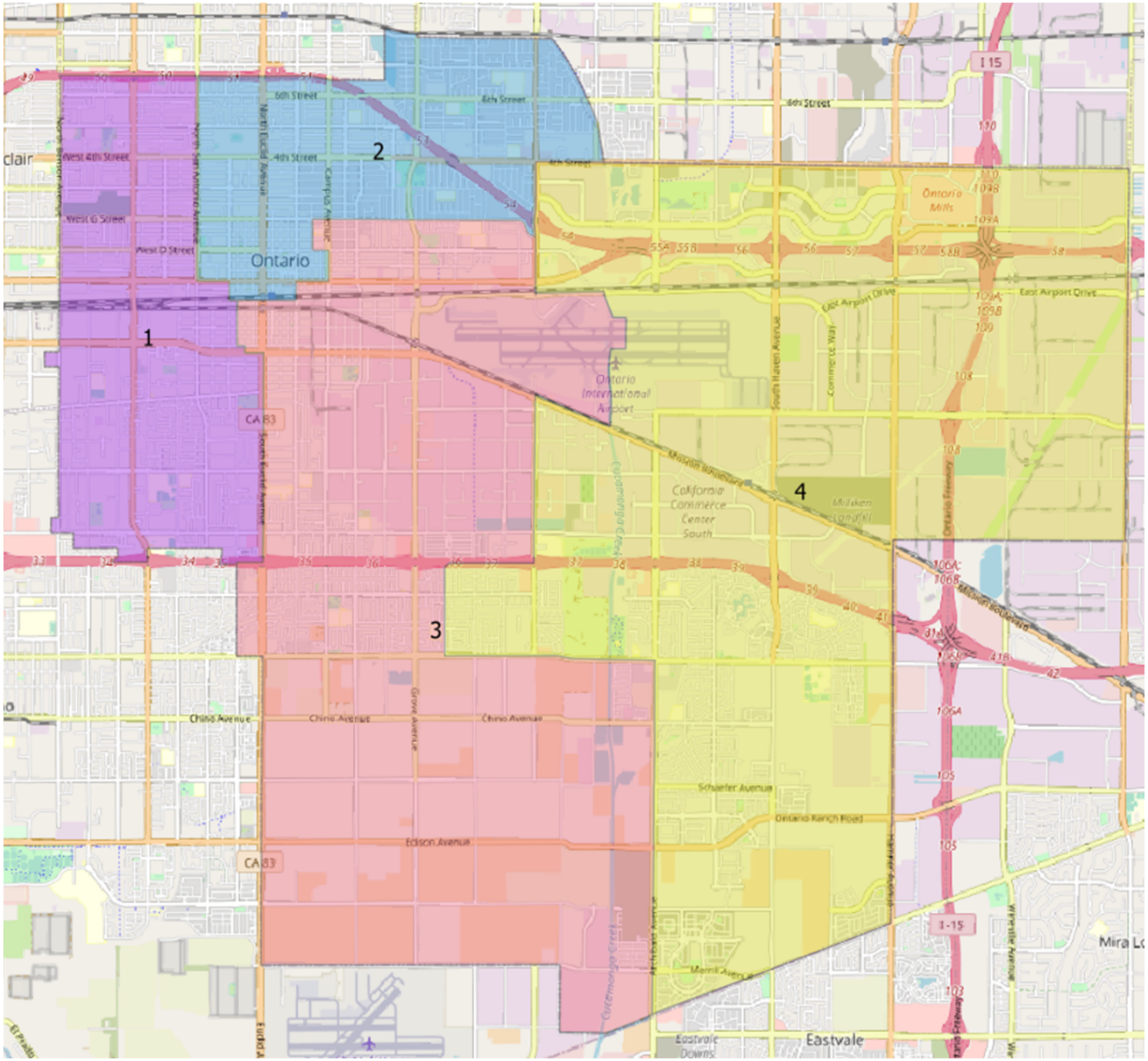
*NL = Non Latino

*AIAN = American Indian Alaskan Native

*VAP = Voting Age Population

*CVAP = Citizen Voting Age Population

City of Ontario – Transition to District Elections
Draft Map 13



Draft Proposed Election Sequence:

2024 – Districts 1 & 2

2026 – Districts 3 & 4

Total Deviation

1.69%
(under the acceptable norm of <10%)

Draws four (4) majority/minority Hispanic Voting Districts

Additional online viewing, with search and other geolocation features enabled, may be found at https://bit.ly/3y2K9XD

Draft Map 13 – Demographic Data

District	Total Population	Raw Population	% Population	Latino	NL* White Alone	NL Black Alone	NL AIAN* Alone	NL Asian Alone	NL Hawaiian Alone	NL Other Alone	NL 2+ Races
1	43,603	-356	-0.81%	32,053	5,875	1,851	106	2,629	80	221	788
2	44,129	170	0.39%	32,584	6,233	2,082	125	2,007	119	230	749
3	43,757	-202	-0.46%	32,427	4,580	2,081	88	3,610	72	226	673
4	44,348	389	0.88%	23,191	7,402	4,460	91	7,450	145	265	1,344
Total	175,837			120,255	24,090	10,474	410	15,696	416	942	3,554
Ideal	43,959	Deviation	1.69%								

Voting Age Population	Total VAP*	Latino VAP	NL White Alone VAP	NL Black Alone VAP	NL AIAN Alone VAP	NL Asian Alone VAP	NL Hawaiian Alone VAP	NL Other Race Alone VAP	NL 2+ Races VAP
	32,600	22,921	5,175	1,465	86	2,216	54	133	550
	33,491	23,734	5,520	1,604	112	1,727	102	149	543
	32,351	23,057	3,932	1,650	72	2,985	46	141	468
	34,024	16,786	6,277	3,548	69	6,158	113	211	862
Total	132,466	86,498	20,904	8,267	339	13,086	315	634	2,423

Citizen Voting Age Population	CVAP*19 Total	CVAP19 NL White	CVAP19 NL Black	CVAP Hispanic	CVAP19 Not Hispanic	CVAP19 NL AIAN	CVAP19 NL ASIAN	CVAP19 NL Hawaiian	CVAP19 NL Other
	26,634	5,910	1,685	16,662	9,980	38	1,662	69	116
Draws four majority/minority	26,824	6,606	1,152	17,573	9,242	137	915	14	41
Hispanic Voting Districts	25,421	4,486	1,407	17,208	8,213	56	1,969	16	14
	27,379	6,966	2,728	13,957	13,390	13	2,858	92	117
Total	106,258	23,968	6,972	65,400	40,825	244	7,404	191	288

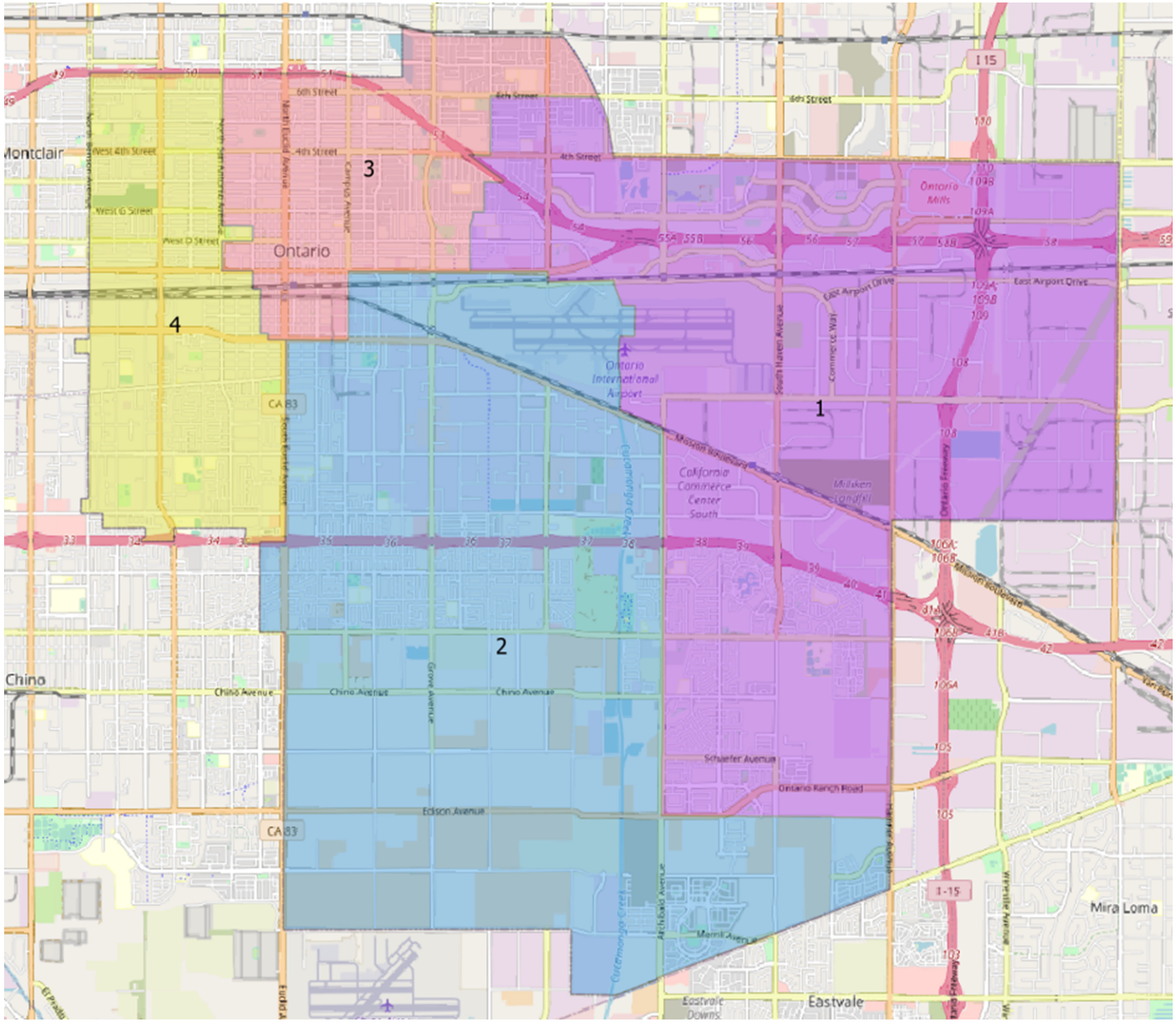
*NL = Non Latino

*AIAN = American Indian Alaskan Native

*VAP = Voting Age Population

*CVAP = Citizen Voting Age Population

City of Ontario – Transition to District Elections
Draft Map 14



Draft Proposed Election Sequence:

2024 – Districts 3 & 4

2026 – Districts 1 & 2

Total Deviation

3.51%
(under the acceptable norm of <10%)

Draws four (4) majority/minority Hispanic Voting Districts

Additional online viewing, with search and other geolocation features enabled, may be found at https://bit.ly/3y2K9XD

Draft Map 14 – Demographic Data

District	Total Population	Raw Population	% Population	Latino	NL* White Alone	NL Black Alone	NL AIAN* Alone	NL Asian Alone	NL Hawaiian Alone	NL Other Alone	NL 2+ Races
1	43,421	-538	-1.22%	23,809	6,725	5,007	114	6,060	138	270	1,298
2	43,412	-547	-1.24%	28,865	5,717	2,246	64	5,417	92	214	797
3	44,954	995	2.26%	35,151	5,730	1,369	126	1,576	106	228	668
4	44,050	91	0.21%	32,430	5,918	1,852	106	2,643	80	230	791
Total	175,837			120,255	24,090	10,474	410	15,696	416	942	3,554
Ideal	43,959	Deviation	3.51%								

Voting Age Population			Total VAP*	Latino VAP	NL White Alone VAP	NL Black Alone VAP	NL AIAN Alone VAP	NL Asian Alone VAP	NL Hawaiian Alone VAP	NL Other Race Alone VAP	NL 2+ Races VAP
			33,013	17,068	5,739	3,889	92	5,047	114	209	855
			33,044	21,056	4,889	1,827	50	4,465	62	147	548
			33,482	25,179	5,060	1,085	111	1,349	85	144	469
			32,927	23,195	5,216	1,466	86	2,225	54	134	551
		Total	132,466	86,498	20,904	8,267	339	13,086	315	634	2,423

Citizen Voting Age Population			CVAP*19 Total	CVAP19 NL White	CVAP19 NL Black	CVAP Hispanic	CVAP19 Not Hispanic	CVAP19 NL AIAN	CVAP19 NL ASIAN	CVAP19 NL Hawaiian	CVAP19 NL Other
			25,830	6,185	2,898	13,302	12,558	73	2,472	66	115
Draws four majority/minority			27,063	5,642	1,540	17,064	9,994	45	2,408	42	11
Hispanic voting districts			26,591	6,210	848	18,262	8,263	88	853	14	46
			26,774	5,931	1,686	16,772	10,010	38	1,671	69	116
		Total	106,258	23,968	6,972	65,400	40,825	244	7,404	191	288

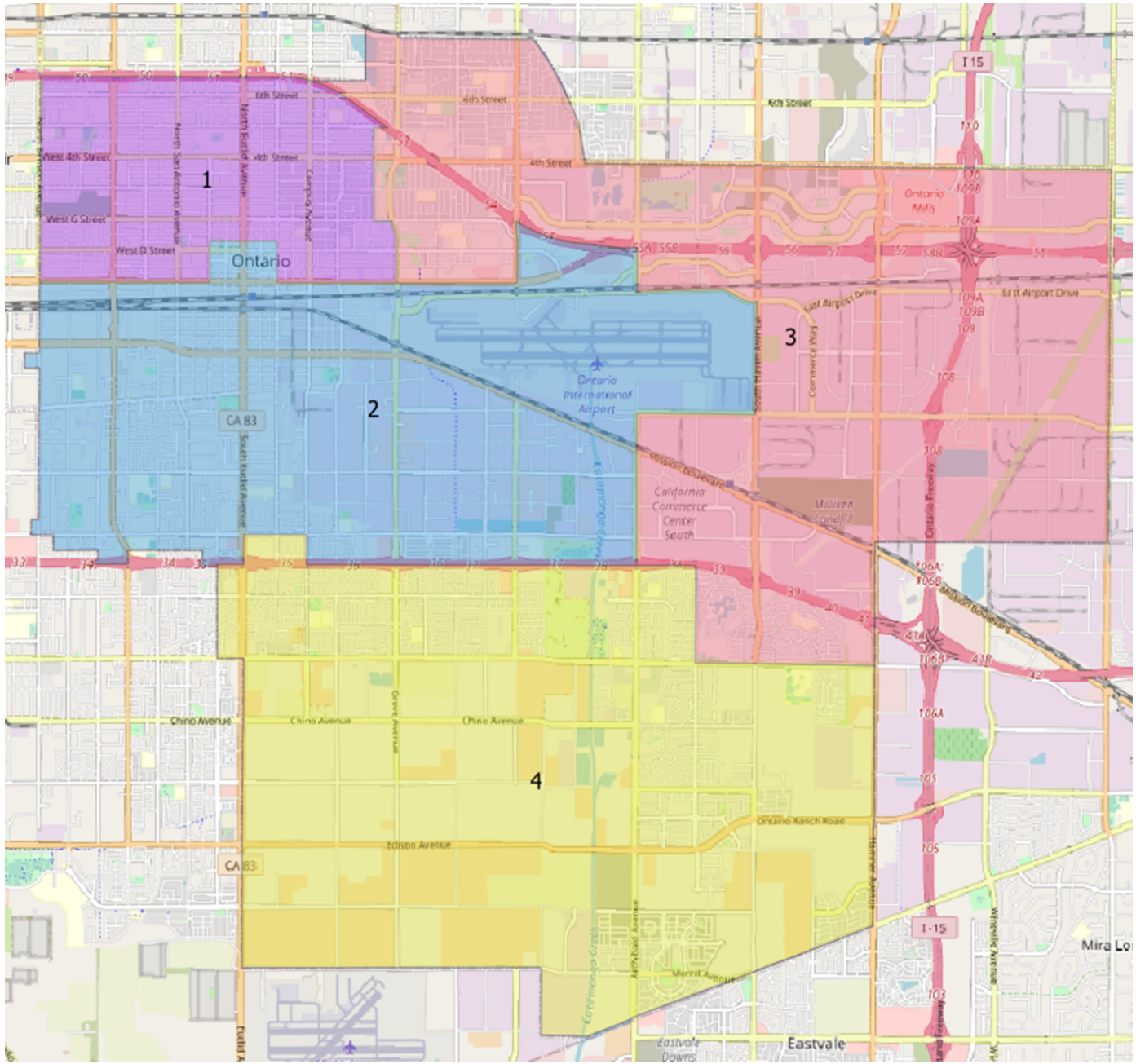
*NL = Non Latino

*AIAN = American Indian Alaskan Native

*VAP = Voting Age Population

*CVAP = Citizen Voting Age Population

City of Ontario – Transition to District Elections
Draft Map 15



Draft Proposed Election Sequence:

2024 – Districts 1 & 2

2026 – Districts 3 & 4

Total Deviation

1.25%
(under the acceptable norm of <10%)

Draws four (4) majority/minority Hispanic Voting Districts

Additional online viewing, with search and other geolocation features enabled, may be found at https://bit.ly/3y2K9XD

Draft Map 15 – Demographic Data

District	Total Population	Raw Population	% Population	Latino	NL White Alone	NL* Black Alone	NL AIAN* Alone	NL Asian Alone	NL Hawaiian Alone	NL Other Alone	NL 2+ Races
1	43,668	-291	-0.66%	33,263	6,542	1,390	100	1,330	94	243	706
2	43,885	-74	-0.17%	33,195	5,020	1,928	102	2,646	73	231	690
3	44,065	106	0.24%	28,842	5,521	4,160	126	3,943	128	235	1,110
4	44,219	260	0.59%	24,955	7,007	2,996	82	7,777	121	233	1,048
Total	175,837			120,255	24,090	10,474	410	15,696	416	942	3,554
Ideal	43,959	Deviation	1.25%								

Voting Age Population			Total VAP*	Latino VAP	NL White Alone VAP	NL Black Alone VAP	NL AIAN Alone VAP	NL Asian Alone VAP	NL Hawaiian Alone VAP	NL Other Race Alone VAP	NL 2+ Races VAP
			32,323	23,524	5,766	1,111	91	1,123	62	142	504
			33,014	23,972	4,456	1,582	80	2,241	56	140	487
			33,238	20,775	4,792	3,193	106	3,345	105	174	748
			33,891	18,227	5,890	2,381	62	6,377	92	178	684
		Total	132,466	86,498	20,904	8,267	339	13,086	315	634	2,423

Citizen Voting Age Population			CVAP*19 Total	CVAP19 NL White	CVAP19 NL Black	CVAP Hispanic	CVAP19 Not Hispanic	CVAP19 NL AIAN	CVAP19 NL ASIAN	CVAP19 NL Hawaiian	CVAP19 NL Other
			26,115	7,268	1,127	16,459	9,651	33	706	7	65
Draws four majority/minority			26,670	4,934	1,557	17,947	8,723	83	1,742	68	95
Hispanic voting districts			26,515	5,378	2,365	15,792	10,733	110	2,211	74	23
			26,958	6,388	1,923	15,202	11,718	18	2,745	42	105
		Total	106,258	23,968	6,972	65,400	40,825	244	7,404	191	288

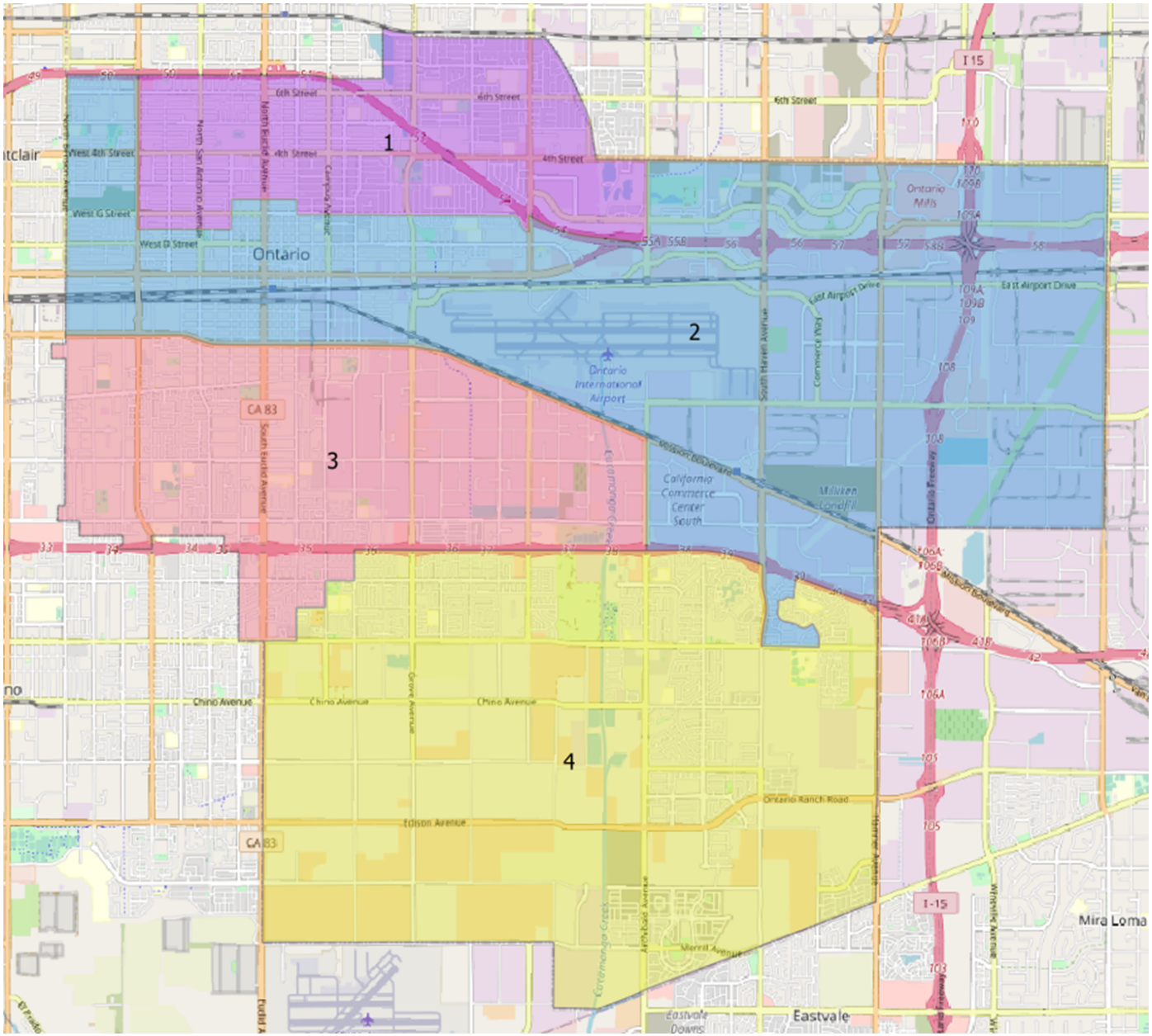
*NL = Non Latino

*AIAN = American Indian Alaskan Native

*VAP = Voting Age Population

*CVAP = Citizen Voting Age Population

City of Ontario – Transition to District Elections
Draft Map 16



Draft Proposed Election Sequence:

2024 – Districts 1 & 3

2026 – Districts 2 & 4

Total Deviation

3.29%
(under the acceptable norm of <10%)

Draws four (4) majority/minority Hispanic Voting Districts

Additional online viewing, with search and other geolocation features enabled, may be found at https://bit.ly/3y2K9XD

Draft Map 16 – Demographic Data

District	Total Population	Raw Population	% Population	Latino	NL* White Alone	NL Black Alone	NL AIAN* Alone	NL Asian Alone	NL Hawaiian Alone	NL Other Alone	NL 2+ Races
1	44,577	618	1.41%	32,022	6,892	2,168	115	2,193	113	243	831
2	44,663	704	1.60%	32,865	4,589	3,137	117	2,682	110	265	898
3	43,380	-579	-1.32%	31,533	5,333	1,914	97	3,473	74	199	757
4	43,217	-742	-1.69%	23,835	7,276	3,255	81	7,348	119	235	1,068
Total	175,837			120,255	24,090	10,474	410	15,696	416	942	3,554
Ideal	43,959	Deviation	3.29%								

Voting Age Population			Total VAP*	Latino VAP	NL White Alone VAP	NL Black Alone VAP	NL AIAN Alone VAP	NL Asian Alone VAP	NL Hawaiian Alone VAP	NL Other Race Alone VAP	NL 2+ Races VAP
			34,018	23,399	6,117	1,668	102	1,867	95	168	602
			32,496	22,874	4,005	2,413	102	2,273	71	154	604
			32,882	22,903	4,692	1,591	75	2,906	60	128	527
			33,070	17,322	6,090	2,595	60	6,040	89	184	690
		Total	132,466	86,498	20,904	8,267	339	13,086	315	634	2,423

Citizen Voting Age Population			CVAP*19 Total	CVAP19 NL White	CVAP19 NL Black	CVAP Hispanic	CVAP19 Not Hispanic	CVAP19 NL AIAN	CVAP19 NL ASIAN	CVAP19 NL Hawaiian	CVAP19 NL Other
			28,255	7,131	1,149	18,222	10,022	132	889	14	41
Draws four majority/minority			24,030	4,922	2,316	14,621	9,424	28	1,788	67	58
Hispanic voting districts			27,444	5,384	1,550	17,834	9,605	74	2,083	84	89
			26,529	6,531	1,957	14,723	11,774	10	2,644	26	100
		Total	106,258	23,968	6,972	65,400	40,825	244	7,404	191	288

*NL = Non Latino

*AIAN = American Indian Alaskan Native

*VAP = Voting Age Population

*CVAP = Citizen Voting Age Population

CITY OF ONTARIO *Agenda Report* **July 5, 2022**	**SECTION:** **ADMINISTRATIVE REPORTS/DISCUSSION/ACTION**
Department: Integrated Waste Prepared By: Blaine M Ishii Department: Public Works Prepared By: Bonnie Tam Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Bonnie Tam Approved By: 	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 18

SUBJECT: **INTRODUCTION OF AN ORDINANCE AMENDING CHAPTER 3 OF TITLE 6 OF THE ONTARIO MUNICIPAL CODE RELATING TO NON-WASTE REPORTING REQUIREMENTS**

RECOMMENDATION: That the City Council introduce and waive further reading of an Ordinance amending Chapter 3 of Title 6 of the Ontario Municipal Code related to Non-Waste Reporting Requirements and finding the action exempt from CEQA.

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

FISCAL IMPACT: There is no direct fiscal impact associated with the recommended action.

BACKGROUND & ANALYSIS: The City of Ontario (the "City") provides for the collection and removal of solid waste. The Integrated Waste Department of the City's Public Works Agency carries out solid waste removal duties within the City and provides service to various customers within the City's jurisdiction. No other entity is permitted to engage in solid waste hauling services in the City.

Pursuant to SB 1383 (Chapter 395, Statutes of 2016), the California Department of Resources Recycling and Recovery ("CalRecycle") adopted regulations in Chapter 12 (Short-Lived Climate Pollutants) of Division 7 of Title 14 of the California Code of Regulations ("SB 1383 Regulations") that now require the City to track its solid waste diversion levels in order to meet certain State-mandated targets.

There are certain businesses ("Non-Waste Dealers") operating within the City's jurisdiction engaging in the purchase (or collection) of sold and donated materials that are not solid waste. These materials, while not solid waste because they are purchased or donated for value and at no cost to the generators, are nevertheless materials that are "diverted" from becoming solid waste, and as such count toward the City's diversion level targets. For that reason, it is beneficial to the City to

track the amount and levels of these transactions, in order to accurately determine the diversion levels achieved within its jurisdiction.

The proposed Ordinance would amend Article 5 of Chapter 3 of Title 6 of the Municipal Code in its entirety, as well as select provisions of Articles 1, 2, 6, and 8 of that same Chapter, in order to clarify the obligation of Non-Waste Dealers to track and report the volumes and types of waste that they purchase or receive in a given transaction and to submit to City inspection and enforcement. This Ordinance ensures the City is appropriately and accurately tracking diversion rates. In addition, this Ordinance further clarifies that Non-Waste Dealers may not charge a fee or receive any compensation for the collection, transport, disposal, processing, or recycling of Non-Waste, recyclable materials, organics, or solid waste, or charge a rental fee for a container of any such material to be collected within the City.

ENVIRONMENTAL REVIEW: This Ordinance is not a "project" subject to the California Environmental Quality Act (CEQA). The Ordinance does not qualify as a project because it has no potential to result in either a direct, or reasonably foreseeable indirect, physical change in the environment. (State CEQA Guidelines, § 15378, subd. (a).) The Ordinance merely codifies Non-Waste collectors' and haulers' obligation to report their activities to the City. In the alternative, the Ordinance falls within the "common sense" exemption set forth in State CEQA Guidelines section 15061, subdivision (b)(3), which exempts activity from CEQA where "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." There is no possibility that the Ordinance may have a significant effect on the environment because the Ordinance merely codifies Non-Waste collectors' and haulers' obligation to report their activities to the City.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AMENDING CHAPTER 3 (INTEGRATED SOLID WASTE MANAGEMENT) OF TITLE 6 (SANITATION AND HEALTH) OF THE ONTARIO MUNICIPAL CODE RELATING TO NON-WASTE REPORTING REQUIREMENTS.

WHEREAS, the City of Ontario (the "City"), presently provides for the exclusive collection of solid waste, organic waste, and recyclable materials within the City through Integrated Waste Management, a division of the City's Public Works Agency; and

WHEREAS, SB 1383 (Chapter 395, Statutes of 2016) directed the California Department of Resources Recycling and Recovery ("CalRecycle") to adopt regulations to reduce organic waste by 75 percent from its 2014 baseline level by 2025; and

WHEREAS, CalRecycle promulgated regulations as directed in SB 1383 in Chapter 12 (Short-Lived Climate Pollutants) of Division 7 of Title 14 of the California Code of Regulations ("SB 1383 Regulations"); and

WHEREAS, the SB 1383 Regulations took effect January 1, 2022, and among their requirements is the City's obligation to track its solid waste diversion levels in order to meet State-mandated targets; and

WHEREAS, certain businesses operate within the City's jurisdiction to purchase or collect sold or donated materials that are not solid waste ("Non-Waste"); and

WHEREAS, Non-Waste is nevertheless material that the City desires to track in order to ascertain its compliance with State-mandated diversion targets; and

WHEREAS, although the Municipal Code of the City of Ontario does provide for a "permitting" process at present, it does not clearly provide an affirmative obligation on Non-Waste buyers and haulers to report certain details about their activities to the City; and

WHEREAS, the City Council desires to amend the City's current Solid Waste Ordinance to reflect the existence of these Non-Waste buying practices and to codify Non-Waste buyers' and haulers' obligation to report details about the Non-Waste they collect within the City.

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

SECTION 1. Incorporation of Recitals. The City Council hereby finds and determines that the recitals above are true and correct and are incorporated herein by this reference.

SECTION 2. Code Amendment. Article 5 of Chapter 3 of Title 6 of the Ontario Municipal Code is repealed in its entirety and replaced in its entirety as set forth in Exhibit A, incorporated by this reference.

SECTION 3. Code Amendment. The following sections of Chapter 3 of Title 6 of the Ontario Municipal Code are amended as set forth in Exhibit B, incorporated by this reference: 6-3.101, 6-3.104, 6-3.107, 6-3.207, 6-3.209, 6-3.604, 6-3.605, 6-3.808, 6-3.810, 6-3.811.

SECTION 4. CEQA. The City Council finds that this Ordinance is not a "project" subject to the California Environmental Quality Act (CEQA). The Ordinance does not qualify as a project because it has no potential to result in either a direct, or reasonably foreseeable indirect, physical change in the environment. (State CEQA Guidelines, § 15378, subd. (a).) The Ordinance merely codifies Non-Waste collectors' and haulers' obligation to report their activities to the City. In the alternative, the City Council finds that the Ordinance falls within the "common sense" exemption set forth in State CEQA Guidelines section 15061, subdivision (b)(3), which exempts activity from CEQA where "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." Here, it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment because the Ordinance merely codifies Non-Waste collectors' and haulers' obligation to report their activities to the City.

SECTION 5. Severability. If any section, subsection, subdivision, sentence, clause, or phrase in this Ordinance or any part thereof is for any reason held to be unconstitutional, invalid, or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council hereby declares that it would have adopted each section irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, or phrases be declared unconstitutional, invalid, or ineffective.

SECTION 6. Effective Date. This Ordinance takes effect thirty (30) days after its adoption.

SECTION 7. Certification. 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 __ day of _____, 2022.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Ordinance No. ____ was duly introduced at a regular meeting of the City Council of the City of Ontario held _____, 2022 and adopted at the regular meeting held _____, 2022 by the following roll call vote, to wit:

AYES: MAYOR/COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

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

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT A

Article 5. Allowable Composting and Recycling, Non-Waste Disposal

Sec. 6-3.501. Backyard residential composting.

(a) Notwithstanding any other provision of this chapter, residents are encouraged to compost green wastes, including grass clippings, leaves, plant trimmings, wood ashes and vegetable kitchen scraps (but not including other household refuse or animal wastes). The following conditions regarding composting must be met:

(1) Compost piles or containers are located in the rear or side yard, not visible from a public street, and no greater than five (5) feet in height;

(2) The compost piles or containers are at least five (5) feet from the property line or separated from adjacent property by a solid wall;

(3) Compost piles are maintained so that they do not generate an offensive odor or harbor rodents;

(4) The maximum size of any pile or container is five (5) feet in height by five (5) feet in width by five (5) feet in length;

(5) The compost is enclosed, screened or otherwise maintained to minimize insects or pests; and

(6) The pile or container shall not permit surface run-off or leachate to another property.

(b) The Administrator may authorize, for educational purposes, the creation of a composting demonstration area visible to the public at a City park or other facility.

(c) No composting shall be permitted at any location that is determined to be a fire hazard by the City's Fire Department.

Sec. 6-3.502. Non-Waste Dealer Operations.

(a) Non-Waste Dealers shall be expressly subject to all inspection, reporting, and enforcement provisions of this chapter, and all other applicable regulations, permits, charges for use, terms, and fees established by the City. Conditions for lawfully operating as a Non-Waste Dealer shall be enforced by the City in accordance with this chapter and all applicable county, state, and federal regulations.

(b) Any such Non-Waste Dealer operating at any time in the City shall furnish, at a frequency established by the City, but no less than quarterly each calendar year, a report of the amount of Non-Waste (including but not limited to all materials that would be deemed recyclables, organics, or contaminated materials if otherwise discarded as solid waste) collected from within the City. The report shall contain the weight and type of Non-Waste collected, the names and addresses of generators from which the Non-Waste was collected, and the final destination of the Non-Waste collected, as further detailed in subdivision (g) below. The report shall be submitted in a format necessary to meet state criteria. The report shall be considered late if submitted thirty (30) days after the date due. Failure to provide the report within thirty (30) days from the due date is hereby declared an infraction and subject to penalties listed in OMC § 1-2.01.

(c) All such businesses operating as a Non-Waste Dealer shall keep their collection containers in good condition and free from graffiti. Containers must be kept in a clean and sanitary condition and must be appropriately sanitized upon notification from the City.

(d) Such bins, roll-offs, or other containers to collect Non-Waste by Non-Waste Dealers must be placed according to the standards set by the City. Such containers shall not be placed in the public right-of-way. The containers shall be placed in enclosure(s) which meet City standards when applicable. Separate containers for recyclables and organics shall be provided if applicable. Bins, roll-offs or other containers utilized by a Non-Waste Dealer shall be clearly identified by the name of the Non-Waste Dealer and other information the Administrator may require. The Administrator may regulate the colors and look of such containers as necessary to ensure they are distinguishable from those utilized by the City's Collector(s).

(e) Bins, roll-offs, or other containers to collect Non-Waste by Non-Waste Dealers must be used exclusively for the collection of Non-Waste, as applicable. Residual material within a container other than Non-Waste regularly purchased by or donated to the Non-Waste Dealer must not exceed five percent (5%) in any container, as determined at the discretion of the Administrator.

(f) Each violation of sections 6-3.502, 6-3.503, 6-3.504, 6-3.505 and 6-3.506 will be considered an infraction and subject to penalties listed in OMC § 1-2.01 and section 6-3.811 of this Code, with the exception of subdivisions (f) and (g) of Section 6-3.811.

(i) Notwithstanding any language to the contrary, the obligations of Non-Waste Dealers under this chapter are effective immediately and subject to all enforcement measures, administrative penalties, and civil penalties for non-compliance with no regard to any education period or other delay. If the City determines that a Non-Waste Dealer or similar entity is not in compliance with this Article 8, it shall document the noncompliance or violation, issue a Notice of Violation, and take enforcement action pursuant to this § 6-3.811. Subdivisions (f) and (g) of this § 6-3.811 are inapplicable to Non-Waste Dealers.

(g) Non-Waste Dealers, including, but not limited to, scrap buyers and compostable material buyers, shall keep a record of the amount and type of Non-Waste purchased or received from any entity in any transaction as part of the Non-Waste Dealer's regular course of business. This record shall be subject to inspection by the City, and shall include, at a minimum, the following information:

(i) The Non-Waste Dealer's receipts and weight tickets for any transaction.

(ii) The amount of Non-Waste in cubic yards or tons, purchased by, transported by, or donated to the Non-Waste Dealer from each entity in any transaction. If the nature of the Non-Waste Dealer's business involves the purchase or receipt of Non-Waste that is not reasonably suited for recordation in cubic yards or tons (i.e. used furniture, etc.), the record shall instead reflect the number and weight of each item of Non-Waste.

(iii) A general description of the type of Non-Waste collected in any given transaction.

(iv) The date of each transaction.

(v) The name and contact information of each entity that sold, donated, or otherwise disposed of the Non-Waste material in a given transaction.

(vi) The location to which all Non-Waste was taken or hauled in a given transaction.

(2) If solid waste, recyclable materials, or organic waste is inadvertently collected in the receipt of Non-Waste, such materials are the responsibility of the Non-Waste Dealer

and will be considered to have been generated by the Non-Waste Dealer as a commercial generator. In that event, all such materials shall be subject to all other applicable provisions of this chapter, including but not limited to Section 6-3.809.

(3) Non-Waste Dealers shall provide all records collected pursuant to this Section to the City at a frequency determined by the City, but no less than quarterly each calendar year. Such records shall be considered late if received thirty (30) days or more after their due date, and is an infraction subject to penalties listed in OMC § 1-2.01.

(h) The Administrator may issue a compliance order, whereby the Non-Waste Dealer must comply with all directives, conditions, and requirements therein within the time prescribed. The compliance order shall contain terms and conditions to ensure compliance with this chapter. The Administrator may issue citations pursuant to Sec. 6-3.811 when it is determined that a Non-Waste Dealer:

(1) Fails to comply with any provision of this chapter, a City administrative order, a City compliance order, or a City compliance agreement;

(2) Knowingly provides a false statement, representation, record, report, or document to the City;

(3) Refuses to provide records or other documents required by the City to determine compliance with the permit or this chapter.

Sec. 6-3.503. Appeal.

(a) Pursuant to § 1-4.01, any affected Non-Waste Dealer may appeal in writing to the City Council, by filing with the City Clerk a written notice of such appeal, setting forth grounds thereof. The appellant shall file such notice within fourteen (14) days after receipt of the notice of the administrative decision concerned.

(b) The order of the City Council shall be deemed final upon its adoption.

(c) If the Non-Waste Dealer fails to appeal to the City Council, or the City Council fails to reverse or modify the administrative decision, the Administrator's administrative decision shall be deemed final.

Sec. 6-3.504. Public access to information and confidentiality.

(a) Any information in a Non-Waste Dealer’s file, which includes, but is not limited to, permits, permit applications, questionnaires, or manifests, shall be available to other public or governmental agencies without restriction.

(b) If the disclosure of the Non-Waste Dealer's file, or a portion thereof, would divulge trade secrets or secret processes, the Non-Waste Dealer shall have the right to request that such information be kept confidential. Any such claim must be made at the time of submittal of the information by marking the submittal "confidential business information" on each page containing such information.

(c) Information demonstrated to be confidential shall not be transmitted to anyone other than a governmental agency bound by the confidentiality requirements for uses related to this chapter, and for use by the state or federal agency in judicial review or exercise of their valid regulatory authority.

Sec. 6-3.505. Non-Waste Dealer purchases or receipt of Non-Waste, property owner responsibility.

For Non-Waste collected by businesses other than the City, the property owner shall be responsible for contracting with the Non-Waste Dealer for regular pick-up and collection of the Non-Waste. Recyclables, organics, solid waste, and Non-Waste shall not be permitted to accumulate such that a visual or public health and safety nuisance is created. The City shall have the authority to abate any such nuisance and charge the property owner or Non-Waste Dealer for the expense of abating the nuisance.

Sec. 6-3.506. Prohibition on Collecting Solid Waste, Recyclable Materials, Organic Waste, or Non-Waste for a Fee.

No person, expressly including, but not limited to, a Non-Waste Dealer, may charge a fee or receive any compensation for the collection, transport, disposal, processing, or recycling of Non-Waste, recyclable materials, organics, or solid waste, or charge a rental fee for a container of any such material to be collected within the City. Non-Waste Dealers shall collect only those Non-Waste materials that are sold or donated by the generator thereof. Nothing in this chapter limits the right of any person to donate, sell, or otherwise dispose of his or her Non-Waste.

EXHIBIT B

Article 1: General Provisions

Sec. 6-3.101. Declaration of policy.

The City Council of the City of Ontario hereby finds and declares:

(a) The intent and purpose of this chapter is to comply with state law on solid waste management as it is found in California Public Resources § 40000 et seq.

(b) State law requires local agencies such as the City to control and reduce their waste streams, and to meet per capita waste generation goals each year. This reduction requires an ongoing evolution of the practices within the City to include elements that reduce waste generation, promote reuse, and require collection of recyclables and organic waste.

(c) The accumulation, collection, removal, disposal, composting, and recycling of solid waste shall be controlled by the City for the protection of the public health, safety and welfare, and to contribute toward the diminution of health hazards and pollution in the City. The City Council finds that to give practical effect to this policy, a comprehensive system for the periodic collection, removal, disposal, composting and/or recycling of integrated waste from all premises in the City is essential and benefits all residents of the City; therefore, all such occupants are made responsible for the collection, disposal, composting, and/or recycling of solid waste.

(d) The provisions of this chapter shall control in the event of any inconsistencies between this chapter and any other City ordinances, resolutions, or other written arrangements.

(e) Nothing in this chapter shall limit the right of an individual person, organization, or other entity to donate, sell, or otherwise dispose of recyclables or organics, provided that any such donation, sale, or disposal is in accordance with the provisions of this chapter, including but not limited to the provisions of Section 6-3.808(b).

(f) The City Manager shall be responsible for reviewing solid waste collection services, contracts, permits, fees, and rates, and for making recommendations on the administration of the above to the City Council for final approval.

Sec 6-3.104. Applicability.

This chapter shall apply to all waste generators within the City, and to waste generators outside the City who are, by permit, contract, or agreement with the City, users of the City's non-organic waste, recycling and green waste and other organics collection services, or are conducting business or activities within the City which fall under the provisions of this chapter.

The inspection, reporting, and enforcement provisions of this chapter shall further apply to the donation, sale, or disposal of Non-Waste, as that term is defined in Section 6-3.106, as though the purchasers, recipients, collectors, transporters, recyclers, haulers, or other persons in receipt of such Non-Waste were collectors of solid waste.

Sec. 6-3.106. Definitions.

For the purpose of this chapter, unless otherwise apparent from context, certain words and phrases used in this chapter shall have the meanings hereinafter designated. The definitions in this chapter are included for reference purposes only and are not intended to narrow the scope of definitions set forth in federal or state laws or regulations. Words used in this chapter in the singular may include the plural, and the plural may include the singular. Use of the masculine shall also mean the feminine and neuter.

(a) "Account." A statement or record utilized by the City for billing customers that receive integrated waste services.

(b) "Administrator." The City Utilities Manager or his or her designee.

(c) "Bin." City-provided or privately-owned, integrated waste containers, generally with a lid, that are collected by a front-loading collection vehicle.

(d) "Blue container" has the same meaning as in 14 CCR § 18982.2(a)(5) and shall be used for the purpose of storage and collection of source separated recyclable materials or source separated blue container waste.

(e) "Bulky item." Any item unable to be collected through normal collection methods, such as an appliance, furniture or bundled brush.

(f) "Business recycling plan." A business recycling plan as set forth in § 6-3.601.

(g) "C & D" or "construction and demolition debris." Lumber, paper, cardboard, metals, masonry (brick, concrete, and the like), carpet, plastic, pipe (plastic, metal, and clay), drywall, rocks, dirt, and green waste related to land development. These materials produce debris that is not hazardous waste, as defined by Cal. Pub. Resources Code § 40141.

(h) "California Code of Regulations" or "CCR" means the State of California Code of Regulations.

(i) "CalRecycle" means California's Department of Resources Recycling and Recovery.

(j) "Cart." The City-provided, plastic, solid waste container with a tight-fitting lid and wheels, collected by an automated, side-loading collection vehicle. Carts may be in the sizes and colors determined by the City.

(k) "City." The City of Ontario, California.

(l) "City Manager." The chief administrative officer of the City or his or her designee.

(m) "Collection." The operation of gathering together and transporting of materials subject to this chapter to a point of disposal and/or a recycling or composting center/facility.

(n) "Collector." A person employed by the City or any other person (or the agents or employees thereof) with whom the City shall have contracted to collect, carry, transport, compost, and/or recycle non-organic waste, recyclables, and organics within the City.

(o) "Commercial" or "commercial business." A business, industrial, commercial establishment, or construction site, and any multiple-family, residential dwelling with five (5) units or more on one (1) account.

(p) "Commercial edible food generator" includes a tier one or a tier two commercial edible food generator as defined in CCR §§ 18982(a)(73) and (a)(74).

(r) "Compactor." A privately-owned receptacle for compressing waste used in commercial establishments, collected by a front-loading or a roll-off vehicle.

(s) "Community composting" means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and compost on-site at any one time does not exceed one hundred (100) cubic yards and seven hundred fifty (750) square feet, as specified in 14 CCR § 17855(a)(4); or, as otherwise defined by 14 CCR § 18982(a)(8).

(t) "Compliance review" means a review of records by the City to determine compliance with Article 8.

(u) "Compost." The product resulting from the controlled biological decomposition of organic wastes that are source separated from the municipal waste stream, or that are separated at a centralized facility.

(v) "Container." A cart, bin, roll-off, compactor or similar receptacle used to temporarily store solid waste, organics or recyclables for collection service.

(w) "Container contamination" or "contaminated container" means a container, regardless of color, that contains prohibited container contaminants, or as otherwise defined in 14 CCR § 18982(a)(55).

(x) "Customer." The owner and/or occupant of any property within the City that is required to participate in the City's integrated waste collection program, including green waste, other organics and recyclables.

(y) "Designated source separated organic waste facility", shall have the same definition as 14 CCR § 18982(14.5).

(z) "Designee" means an entity that the City contracts with or otherwise arranges to carry out any of the City's responsibilities as authorized in 14 CCR § 18981.2. A designee may be a government entity, a hauler, a private entity, or a combination of those entities.

(aa) “Discard” means to dispose of solid waste through means other than sale or donation.

(bb) “Discarded materials” means materials set out for collection by a generator in one or more containers.

(cc) "Divert." To use material for any purpose other than disposal in a landfill or transformation facility.

(dd) “Donate” means to gratuitously surrender or part with material of value to the donator, with no net payment between the donator and the donee.

(ee) "Edible food" means food intended for human consumption, or as otherwise defined in 14 CCR § 18982(a)(18). "Edible food" is not solid waste if it is recovered and not discarded.

(ff) "Enforcement action" means an action of the City to address non-compliance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

(gg) "Enforcement Officer" means the city manager, county administrative official, chief operating officer, executive director, or other executive in charge or their authorized designee(s) who is/are partially or whole responsible for enforcing Article 8.

(hh) "Food recovery" means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR § 18982(a)(24).

(ii) "Food recovery organization" means an entity that engages in the collection or receipt of edible food from commercial edible food generators and distributes that edible food to the public for food recovery either directly or through other entities or as otherwise defined in 14 CCR § 18982(a)(25), including, but not limited to:

(1) A food bank as defined in Section 113783 of the Health and Safety Code;

(2) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety Code; and,

(3) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

(jj) "Food recovery service" means a person or entity that collects and transports edible food from a commercial edible food generator to a food recovery organization or other entities for food recovery, or as otherwise defined in 14 CCR § 18982(a)(26).

(kk) "Food waste." Discarded raw, cooked, or processed edible substances, ices, beverages, ingredients used or intended for use or for sale, in whole or in part, for human consumption, and chewing gum. Food waste includes compostable plastics. Food waste is a subset of organics.

(ll) "Generator" or "waste generator" means a person or entity that is responsible for the initial creation of waste.

(mm) "Gray container" has the same meaning as in 14 CCR § 18982.2(a)(28) and shall be used for the purpose of storage and collection of gray container waste.

(nn) "Gray container waste" means solid waste that is collected in a gray container that is part of a three (3)-container organic waste collection service that prohibits the placement of organic waste in the gray container as specified in 14 CCR § 18984.1(a)-(b), or as otherwise defined in 14 CCR § 17402(a)(6.5).

(oo) "Green building." The use of materials in a more efficient manner. Green building practices can include salvaging dimensional lumber from structures, using reclaimed aggregates, or designing a structure in a way that requires less material.

(pp) "Green container" has the same meaning as in 14 CCR § 18982.2(a)(29) and shall be used for the purpose of storage and collection of source separated green container organic waste.

(qq) "Green waste." Tree and shrubbery trimmings, tree roots less than six (6) inches in diameter, vegetation matter resulting from land clearing, grass, weeds, straw, or leaves, wood chips, sawdust and other household garden, organic materials that have been segregated from other solid waste materials for the purpose of deposit at a designated collection location, including curbside location, for collection and transportation to a compost facility. Green waste does not include palm fronds, cactus or tree limbs, roots or stumps larger than six (6) inches in diameter. Green waste is a subset of organics.

(rr) "Grocery store" means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR § 18982(a)(30).

(ss) "Hazardous waste." A waste, or combination of wastes, which, because of its quantity, concentration or physical, chemical, or infectious characteristics, may do either of the following:

(1) Cause or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible illness; or

(2) Pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported, or disposed of, or otherwise managed. Unless expressly provided otherwise, "hazardous waste" includes extremely hazardous waste and acutely hazardous waste.

(tt) "High diversion organic waste processing facility" means a facility that is in compliance with the reporting requirements of 14 CCR § 18815.5(d) and meets or exceeds an annual average mixed waste organic content recovery rate of fifty percent (50%) percent between January 1, 2022 and December 31, 2024, and seventy-five percent (75%) after January 1, 2025, as calculated pursuant to 14 CCR § 18815.5(e) for organic waste received from the "mixed waste organic collection stream" as defined in 14 CCR § 17402(a)(11.5); or, as otherwise defined in 14 CCR § 18982(a)(33).

(uu) "Inspection" means a site visit where a City reviews records, containers, and an entity's collection, handling, recycling, or landfill disposal of organic waste or edible food handling to determine if the entity is complying with requirements set forth in Article 8, or as otherwise defined in 14 CCR § 18982(a)(35).

(vv) "Integrated waste." The City's Integrated Waste Department.

(ww) "Integrated waste collection" means the collection of source separated green container organic waste in the green container, source separated recyclable materials in the blue container; and gray container waste in the gray container.

(xx) "Large event" means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than two thousand (2,000) individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event.

(yy) "Large venue" means a permanent venue facility that annually seats or serves an average of more than two thousand (2,000) individuals within the grounds of the facility per day of operation of the venue facility. A venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. A site under common ownership or control that includes more than one (1) large venue that is contiguous with other large venues in the site, is a single large venue.

(zz) "Local education agency" means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to solid waste, or as otherwise defined in 14 CCR § 18982(a)(40).

(aaa) "Mixed waste organic collection stream" or "mixed waste" means organic waste collected in a container that is required by 14 CCR §§ 18984.1, 18984.2 or 18984.3 to be taken to a high diversion organic waste processing facility or as otherwise defined in 14 CCR § 17402(a)(11.5).

(bbb) "Multi-family residential dwelling" or "multi-family" means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-family premises do not include hotels, motels, or other transient occupancy facilities, which are considered commercial businesses.

(ccc) "Non-organic waste." Solid waste that does not include recyclables and organics.

(ddd) “Non-Waste” means material generated by a generator that would otherwise be disposed of as solid waste, and that may be properly placed in a container set out for City

collection by a generator, but is instead sold for value or donated to a Non-Waste Dealer. Non-Waste does not include solid waste, recyclable materials, or organic waste that is abandoned or discarded.

(eee) “Non-Waste Dealer” means a person or entity who, as part of a regular and continuing part or whole of their business practice, purchases Non-Waste or receives donated Non-Waste, including but not limited to a scrap buyer, compostable materials buyer, or recyclables broker.

(fff) "Notice of violation" or "NOV" means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR § 18982(a)(45) or further explained in 14 CCR § 18995.4

(ggg) "Occupant." One who has certain legal rights to or control over the premises occupied; a tenant or owner.

(hhh) "Organics," "organic waste," and "organic material." Solid wastes containing material originated from living organisms and their metabolic waste products, including, but not limited to, food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges.

(iii) "Organic waste generator" means a person or entity that is responsible for the initial creation of organic waste, or as otherwise defined in 14 CCR § 18982(a)(48).

(jjj) "Paper products" include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR § 18982(a)(51).

(kkk) "Person." An individual, firm, limited liability company, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever.

(lll) "Printing and writing papers" include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white woven envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR § 18982(a)(54).

(mmm) "Prohibited container contaminants" means the following:

(1) Discarded materials placed in the blue container that are not identified as acceptable source separated recyclable materials for the City's blue container;

(2) Discarded materials placed in the green container that are not identified as acceptable source separated green container organic waste for the City's green container;

(3) Discarded materials placed in the gray container that are acceptable source separated recyclable materials and/or source separated green container organic wastes to be placed in the City's green container and/or blue container; and,

(nnn) "Property owner." The record owner of a property, including the homeowner/business owner association of a residential/business condominium project.

(ooo) "Recovered organic waste products" means products made from California, landfill-diverted recovered organic waste processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR § 18982(a)(60).

(ppp) "Recovery" means any activity or process described in 14 CCR § 18983.1(b), or as otherwise defined in 14 CCR § 18982(a)(49).

(qqq) "Recyclable materials" or "recyclables." Non-organic, reusable waste materials, including, but not limited to, metal, glass, and plastic, that are to be collected, separated or processed and used as raw materials. "Recyclables" may include paper products, printing and writing paper, wood, dry lumber and textiles.

(rrr) "Recycle" or "recycling." The process of collecting, sorting, cleansing, treating, and reconstructing materials that would otherwise become refuse or garbage, and returning them to the economic mainstream in the form of raw material for new, revised, or reconstituted products that meet the quality standards necessary to be used in the marketplace. This includes, without limitation, items intended for "re-use" or "personal use," irrespective of their intended return to the economic mainstream or marketplace.

(sss) "Recycled-content paper" means paper products and printing and writing paper that consists of at least thirty percent (30%), by fiber weight, post- consumer fiber, or as otherwise defined in 14 CCR § 18982(a)(61).

(ttt) "Residential." Any residential dwelling or apartment house.

(uuu) "Reuse." Further or repeated use of construction or demolition debris.

(vvv) "Roll-off bin" or "roll-off." A compactor or open-top, City-owned or private container collected by a roll-off collection vehicle.

(www) "Route review" means a visual inspection of containers along a hauler route for the purpose of determining container contamination, and may include mechanical inspection methods such as the use of cameras, or as otherwise defined in 14 CCR § 18982(a)(65).

(xxx) “Sale” and “sold” means the act of transferring ownership of Non-Waste for value between a generator and a Non-Waste Dealer. A transaction is not a sale if it does not result in a net payment to the Non-Waste generator, as evaluated under the totality of the circumstances (including, but not limited to, any rebates, bin rental fees, etc.). If a transaction purporting to be the sale of Non-Waste involves a net charge, fee, or cost to the Non-Waste generator, it is not a sale of Non-Waste and is instead solid waste hauling activity subject to the solid waste provisions of this Code.

(yyy) "SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016.

(zzz) "SB 1383 Regulations" or "SB 1383 Regulatory" means the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

(aaaa) "Scavenging." The removal of any solid waste material without authorization of the property owner and/or the City.

(bbbb) "Self-hauler" means a person, who hauls solid waste, organic waste or recyclable material he or she has generated to another person. Self-hauler also includes a person who back-hauls waste, or as otherwise defined in 14 CCR § 18982(a)(66). Back-haul means generating and transporting organic waste to a destination owned and operated by the generator using the generator's own employees and equipment, or as otherwise defined in 14 CCR § 18982(a)(66)(A).

(cccc) "Single-family" means of, from, or pertaining to any residential premises with fewer than five (5) units.

(dddd) "Solid waste." All putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, construction and demolition wastes, abandoned vehicles and parts thereof, discarded

home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge that is not hazardous waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes. Solid waste does not include hazardous, radioactive waste or medical waste.

(eeee) "Solid waste enterprise." An entity authorized by the County of San Bernardino or other regulatory authority to provide integrated waste services in such area prior to its annexation by the City.

(ffff) "Source separated" means materials, including commingled recyclable materials, that have been separated or kept separate from the solid waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR § 17402.5(b)(4). Source separated shall include separation of materials by the generator, property owner, property owner's employee, property manager, or property manager's employee into different containers for the purpose of collection such that source separated materials are separated from gray container waste/mixed waste or other solid waste for the purposes of collection and processing.

(gggg) "Source separated blue container waste" means source separated wastes that can be placed in a blue container that is limited to the collection of those organic wastes and non-organic recyclables as defined in 14 CCR § 18982(a)(43), or as otherwise defined by 14 CCR § 17402(a)(18.7).

(hhhh) Source separated green container organic waste" means source separated organic waste that can be placed in a green container that is specifically intended for the separate collection of organic waste by the generator, excluding source separated blue container waste, carpets, non-compostable oaper, and textiles.

(iiii) "Supermarket" means a full-line, self-service retail store with gross annual sales of Two Million Dollars ($2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR § 18982(a)(71).

(jjjj) "Tier one commercial edible food generator" means a commercial edible food generator that is one (1) of the following:

(1) Supermarket.

(2) Grocery store with a total facility size equal to or greater than ten thousand (10,000) square feet.

(3) Food service provider.

(4) Food distributor.

(5) Wholesale food vendor.

(kkkk) "Tier two commercial edible food generator" means a commercial edible food generator that is one (1) of the following:

(1) Restaurant with two hundred fifty (250) or more seats, or a total facility size equal to or greater than five thousand (5,000) square feet.

(2) Hotel with an on-site food facility and two hundred (200) or more rooms.

(3) Health facility with an on-site food facility and one hundred (100) or more beds.

(4) Large venue.

(5) Large event.

(6) A State agency with a cafeteria with two hundred fifty (250) or more seats or total cafeteria facility size equal to or greater than five thousand (5,000) square feet.

(7) A local education agency facility with an on-site food facility.

(llll) "Wholesale food vendor" means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR § 189852(a)(76).

Article 2. Prohibitions

Sec. 6-3.207. Scavenging.

(a) Only the City may remove any recyclables or organics, which have been segregated from other solid waste, and placed at the curbside or at a location designated for the collection of recyclables or organics.

(b) Such recyclables or organics are the property of the City upon placement of the container for collection. No unauthorized person shall remove non-organic waste, recyclables, or organics from City containers.

(c) In any civil action by the City against a person alleged to have violated any provision of this section, the court may award a civil penalty of not more than One Thousand Dollars ($1,000.00) for each unauthorized removal against the unauthorized person removing the solid waste.

(d) Violation of this section is unlawful and shall be a misdemeanor. Each separate unauthorized removal shall be a separate violation.

Sec. 6-3.209. Unauthorized containers.

(a) Containers used to collect solid waste placed in the City by unauthorized collectors or haulers are subject to impoundment. Containers shall be placed in a storage facility and the hauler shall be responsible for all fees incurred as a result of the impoundment.

(b) Containers violating this section of the chapter shall be tagged by Code Enforcement, or Integrated Waste Department staff, for removal within twenty-four (24) hours. If it is not removed within twenty-four (24) hours, the container will be impounded by the City without granting any further notice or warning. The confiscated container will be placed in a storage facility and the hauler shall be responsible for all fees incurred as a result of the impoundment.

(c) This Section shall not apply to a Non-Waste Dealer operating pursuant to the provisions of this chapter and possessing all necessary business license(s) and permit(s) to the extent that such a Non-Waste Dealer uses its own Non-Waste container for the purchase or donation of Non-Waste and not for a fee. The provision of such a Non-Waste container cannot involve any net payment by any individual to the Non-Waste Dealer or Non-Waste container’s provider; any net payment by the generator of purported Non-Waste to the Person receiving it renders that transaction an act of solid waste collection subject to the provisions of this Code.

Article 6. Business Recycling Requirements

Sec. 6-3.604. Mandatory business recycling.

(a) The following commercial customers shall recycle and divert from the landfill recyclable materials generated by the customer in accordance with this § 6-3.604:

(1) A commercial business that generates four (4) cubic yards or more of solid waste per week;

(2) A multi-family dwelling of five (5) units or more.

(b) Businesses subject to this § 6-3.604 shall arrange for recycling services from the Collector or a Non-Waste Dealer. A customer subject to this § 6-3.604 shall take at least one (1) of the following actions:

(1) Source separate recyclable materials from other solid waste and subscribe to a basic level of recycling service that includes collection, self-hauling, or other arrangements for the pickup of the recyclable materials.

(2) Subscribe to a recycling service that may include mixed-waste processing that yields diversion results comparable to source separation.

(c) A customer meeting the conditions of § 6-3.604(a) may request an exemption from the requirements of § 6-3.604(b) by submitting an application on a form prescribed by the Administrator. After reviewing the exemption request, the Administrator shall either approve or disapprove the exemption request. To be eligible for an exemption from requirements of this section, the business must demonstrate that:

(1) There are no recyclable materials being generated by any activities of the customer;

(2) There is inadequate storage space for the storage of recyclable materials;

(3) There is no viable market for the recycling materials or recycling facility available.

Sec. 6-3.605. Mandatory commercial business organics service.

(a) A customer meeting the conditions of § 6-3.604(a)(1) that generates four (4) cubic yards of solid waste per week shall recycle and divert from the landfill organics generated by the customer.

(b) A customer subject to this section shall arrange for organics service from the Collector or a Non-Waste Dealer. A customer subject to this section shall take at least one (1) of the following actions:

(1) Source separate organic waste from other solid waste and subscribe to a basic level of organics recycling service that includes collection and recycling of organics.

(2) Recycle its organics onsite or self-haul its own organics for recycling.

(3) Subscribe to an organics service that may include mixed-waste processing that specifically recycles organics.

(c) A customer subject to this section may request an exemption from the requirements of § 6-3.605(b) by submitting an application on a form prescribed by the Administrator. After reviewing the exemption request, the Administrator shall either

approve or disapprove the exemption request. To be eligible for an exemption from the requirements of § 6-3.605(b), the customer must demonstrate that:

(1) There is less than one-half (½) of a cubic yard per week of organics being generated by any activities of the customer;

(2) There is inadequate storage space for the storage of organics;

(3) There is no viable market for the organics or organic recycling facility available.

Article 8: Mandatory Organic Waste Disposal Reduction

Sec. 6-3.808 Requirements Facility Operators.

(a) Requirements for facility operators and community composting operations.

(1) Owners of facilities, operations, and activities that recover organic waste, including, but not limited to, compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon the City's request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the City shall respond within sixty (60) days.

(2) Community composting operators, upon the City's request, shall provide information to the City to support organic waste capacity planning, including, but not limited to, an estimate of the amount of organic waste anticipated to be handled at the community composting operation. Entities contacted by the City shall respond within sixty (60) days.

Sec. 6-3.810 Inspections and investigations.

(a) City representatives and/or its designated entity, including designees are authorized to conduct inspections and investigations, at random or otherwise, of any collection container, Non-Waste container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or source separated materials to confirm compliance with this Article 8 by organic waste generators, commercial businesses (including multi-family residential dwellings), property owners, commercial edible food generators, Non-Waste Dealers, self-haulers, hauler, food recovery service, and food recovery organizations, subject to applicable laws. This section does not allow the City to enter the interior of a private residential property for inspection.

(b) The regulated entity shall provide or arrange for access during all inspections (with the exception of residential property interiors) and shall cooperate with the City's employee or its designated entity/designee during such inspections and investigations. Such inspections and investigations may include confirmation of proper placement of materials in containers, edible food recovery activities, records, or any other requirement described herein. Failure to provide or arrange for: (i) access to an entity's premises; or (ii) access to records for any inspection or investigation is a violation of this Article 8 and may result in penalties described in § 6-3.811.

(c) Any records obtained by the City during its inspections, and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.

(d) City representatives, its designated entity, and/or designee are authorized to conduct any inspections, or other investigations as reasonably necessary to further the goals of this Article, subject to applicable laws.

(e) City shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.

Sec. 6-3.811 Enforcement.

(a) Violation of any provision of this Article shall constitute grounds for issuance of a notice of violation and assessment of a fine by a Enforcement Officer. Enforcement actions under this Article are issuance of an administrative citation and assessment of a fine. The procedures in § 1.2.01 et seq. shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this Article 8 and any rule or regulation adopted pursuant to this Article 8, except as otherwise indicated in this Article 8.

(b) Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. City may pursue civil actions in the California courts to seek recovery of unpaid administrative citations.

(c) Penalty amounts for types of violations. The penalty levels are as follows:

(1) For a first violation, the amount of the base penalty shall be Fifty Dollars ($50.00) to One Hundred Dollars ($100.00) per violation.

(2) For a second violation, the amount of the base penalty shall be One Hundred Dollars ($100.00) to Two Hundred Dollars ($200.00) per violation.

(3) For a third or subsequent violation, the amount of the base penalty shall be Two Hundred Fifty Dollars ($250.00) to Five Hundred Dollars ($500.00) per violation.

(d) Factors considered in determining penalty amount. The following factors shall be used to determine the amount of the penalty for each violation within the appropriate penalty amount range:

(1) The nature, circumstances, and severity of the violation(s).

(2) The violator's ability to pay.

(3) The willfulness of the violator's misconduct.

(4) Whether the violator took measures to avoid or mitigate violations of this chapter.

(5) Evidence of any economic benefit resulting from the violation(s).

(6) The deterrent effect of the penalty on the violator.

(7) Whether the violation(s) were due to conditions outside the control of the violator.

(e) Appeals process. Persons receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation pursuant to § 1-4.01 et seq.

(f) Education period for non-compliance. Beginning January 1, 2022 and through December 31, 2023, the City will conduct inspections, route reviews or waste evaluations, and compliance reviews, depending upon the type of regulated entity, to determine compliance, and if the City determines that organic waste generator, self-hauler, hauler,

tier one commercial edible food generator, food recovery organization, food recovery service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this Article 8 and a notice that compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

(g) Civil penalties for non-compliance. Beginning January 1, 2024, if the City determines that an organic waste generator, self-hauler, hauler, tier one or tier two commercial edible food generator, food recovery organization, food recovery service, or other entity is not in compliance with this Article 8, it shall document the noncompliance or violation, issue a Notice of Violation, and take enforcement action pursuant to this § 6-3.811.