

**CITY OF ONTARIO
CITY COUNCIL AND HOUSING AUTHORITY
AGENDA
AUGUST 21, 2018**

Paul S. Leon
Mayor

Alan D. Wapner
Mayor pro Tem

Jim W. Bowman
Council Member

Debra Dorst-Porada
Council Member

Ruben Valencia
Council Member



Scott Ochoa
City Manager

John E. Brown
City Attorney

Sheila Mautz
City Clerk

James R. Milhiser
Treasurer

WELCOME to a meeting of the Ontario City Council.

- All documents for public review are on file with the Records Management/City Clerk's Department located at 303 East B Street, Ontario, CA 91764.
- Anyone wishing to speak during public comment or on a particular item will be required to fill out a blue slip. Blue slips must be turned in prior to public comment beginning or before an agenda item is taken up. The Clerk will not accept blue slips after that time.
- Comments will be limited to 3 minutes. Speakers will be alerted when they have 1 minute remaining and when their time is up. Speakers are then to return to their seats and no further comments will be permitted.
- In accordance with State Law, remarks during public comment are to be limited to subjects within Council's jurisdiction. Remarks on other agenda items will be limited to those items.
- Remarks from those seated or standing in the back of chambers will not be permitted. All those wishing to speak including Council and Staff need to be recognized by the Chair before speaking.

ORDER OF BUSINESS The regular City Council and Housing Authority meeting begins with Closed Session and Closed Session Comment at 6:00 p.m., Public Comment at 6:30 p.m. immediately followed by the Regular Meeting and Public Hearings. No agenda item will be introduced for consideration after 10:00 p.m. except by majority vote of the City Council.

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

CALL TO ORDER (*OPEN SESSION*)

6:00 p.m.

ROLL CALL

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

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

CLOSED SESSION

- GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: APN: 1048-552-17 and 1048-551-11; 240 North Euclid Avenue and 308 North Euclid Avenue; City/Authority Negotiator: Scott Ochoa or his designee; Negotiating parties: Wells Fargo, N.A., a national banking association; Under negotiation: Price and terms of payment.

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

PLEDGE OF ALLEGIANCE

Council Member Dorst-Porada

INVOCATION

Pastor Pinky Shayne, Christ Sanctify New Testament Church

REPORT ON CLOSED SESSION

City Attorney

PUBLIC COMMENTS

6:30 p.m.

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

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

RECOGNITION OF DE ANZA MIDDLE SCHOOL – WATER FOR SOUTH SUDAN PROJECT

CONSENT CALENDAR

All matters listed under CONSENT CALENDAR will be enacted by one motion in the form listed below – there will be no separate discussion on these items prior to the time Council votes on them, unless a member of the Council requests a specific item be removed from the Consent Calendar for a separate vote.

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

1. APPROVAL OF MINUTES

Minutes for the regular meeting of the City Council/ Housing Authority/Successor Agency to the Ontario Redevelopment Agency of July 3, and July 17, 2018, approving same as on file in the Records Management Department.

2. BILLS/PAYROLL

Bills June 3, 2018 through June 30, 2018 and **Payroll** June 3, 2018 through June 30, 2018, when audited by the Finance Committee.

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

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

RESOLUTION NO. _____

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

4. AN ORDINANCE ADDING CHAPTER 13A TO TITLE 6 OF THE ONTARIO MUNICIPAL CODE REGARDING SMOKE FREE PARKS

That the City Council consider and adopt an ordinance adding Chapter 13A to Title 6 of the Ontario Municipal Code to add provisions regarding Smoke Free Parks.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADDING CHAPTER 13A TO TITLE 6 OF THE ONTARIO MUNICIPAL CODE REGARDING SMOKE FREE PARKS.

5. FOURTH STREET IMPROVEMENT REIMBURSEMENT AGREEMENT WITH THE CITY OF RANCHO CUCAMONGA

That the City Council approve and authorize the City Manager to execute a Fourth Street Improvement Reimbursement Agreement with the City of Rancho Cucamonga (on file in the Records Management Department) estimated to be \$239,907.

6. MERRILL AVENUE AT CARPENTER AVENUE INTERSECTION IMPROVEMENTS REIMBURSEMENT AGREEMENT WITH THE CITY OF CHINO

That the City Council approve and authorize the City Manager to execute the Intersection Improvements Reimbursement Agreement with the City of Chino (on file in the Records Management Department) for improvements at Merrill Avenue and Carpenter Avenue.

7. AMENDMENT TO THE MAINTENANCE SERVICE AGREEMENT FOR CUSTODIAL MAINTENANCE SERVICES FOR VARIOUS CITY FACILITIES/MERCHANTS BUILDING MAINTENANCE

That the City Council authorize the City Manager to execute an amendment to the Maintenance Services Agreement (on file in the Records Management Department) with Merchants Building Maintenance of Pomona, California, extending the contract term to June 30, 2019 and adding \$106,394 of additional funding for an amended annual contract amount of \$585,950 plus contingency of \$10,000; and authorize addition of future services; and authorize the option to extend the agreement for an additional option year consistent with the City Council approved budgets.

8. ACCEPT A WRITTEN PETITION TO CREATE A COMMUNITY FACILITIES DISTRICT, ADOPT A RESOLUTION OF INTENTION TO ESTABLISH CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 33 (ARCHIBALD/SCHAEFER - FACILITIES), AND AUTHORIZE THE ASSOCIATED LEVY OF SPECIAL TAXES AND ADOPT A RESOLUTION TO INCUR BONDED INDEBTEDNESS

That the City Council consider and:

- (A) Accept a written petition (on file with the Records Management Department) from Western Pacific Housing, Inc., a Delaware limited liability company located in Corona, California, to create a community facilities district, and to waive certain procedural matters, under the Mello-Roos Community Facilities Act of 1982;
- (B) Adopt a Resolution of Intention to establish City of Ontario Community Facilities District No. 33 (Archibald/Schaefer - Facilities) (the "CFD"), authorize the associated levy of special taxes therein; and set a public hearing for the formation of the CFD as part of the regularly scheduled City Council meeting on Tuesday, October 2 , 2018; and
- (C) Adopt a Resolution to Incur Bonded Indebtedness of proposed Community Facilities District No. 33 (Archibald/Schaefer - Facilities).

RESOLUTION NO. _____

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. 33 (ARCHIBALD/SCHAEFER - FACILITIES), AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, TO INCUR BONDED INDEBTEDNESS OF THE PROPOSED CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 33 (ARCHIBALD/SCHAEFER - FACILITIES).

9. APPROVAL OF ALLOCATION AND SPENDING PLAN FOR THE BUREAU OF JUSTICE ASSISTANCE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM FOR FY 2018

That the City Council approve and authorize the City Manager to execute all documents necessary to participate in the Bureau of Justice Assistance (BJA) Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and approve the proposed \$37,406 grant spending plan.

10. AUTHORIZE THE PURCHASE OF FLEET VEHICLES/KME

That the City Council authorize the sole source purchase and delivery of three (3) KME Fire Pumpers in the amount of \$2,178,139 and one (1) KME Fire Aerial Tractor in the amount of \$1,404,329 from KME of Jurupa Valley, California, for a total expenditure of \$3,582,468.

11. AUTHORIZE THE PURCHASE OF GASOLINE AND DIESEL FUEL/NUCKLES OIL COMPANY DBA MERIT OIL COMPANY

That the City Council authorize the City Manager to enter into a cooperative purchase and delivery of gasoline and diesel fuel with Nuckles Oil Company DBA Merit Oil Company of Bloomington, California, consistent with the terms and conditions of the County of San Bernardino Awarded Contract No. 172948.

12. AWARD OF BID FOR PROCUREMENT OF ASPHALT, CONCRETE AND AGGREGATE MATERIALS/HOLLIDAY ROCK CO. /ALL AMERICAN ASPHALT/PIT SAND & GRAVEL, INC./VULCAN

That the City Council authorize the City Manager to approve the procurement of concrete, asphalt and aggregate materials for a period of one year at set pricing per Bid Invitation #979 with Holliday Rock Co. of Upland, California; All American Asphalt of Corona, California; Pit Sand & Gravel, Inc. of Corona, California; and Vulcan of Irwindale, California in total amounts consistent with City Council approved budgets.

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.

13. A PUBLIC HEARING TO CONSIDER RESOLUTIONS REGARDING THE FORMATION OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 42 (WEST HAVEN); ADOPTION OF A RESOLUTION TO INCUR BONDED INDEBTEDNESS; AND INTRODUCTION OF AN ORDINANCE LEVYING SPECIAL TAXES

That the City Council consider and:

- (A) Adopt a resolution establishing Community Facilities District No. 42 (West Haven), authorizing the levy of special taxes within the community facilities district, and establishing an appropriations limit for the community facilities district;

- (B) Adopt a resolution deeming it necessary to incur bonded indebtedness within Community Facilities District No. 42 (West Haven);
- (C) Adopt a resolution calling a special election for City of Ontario Community Facilities District No. 42 (West Haven);
- (D) Adopt a resolution declaring the results of the special election and directing the recording of a Notice of Special Tax Lien;
- (E) Introduce and waive further reading of an ordinance levying special taxes within City of Ontario Community Facilities District No. 42 (West Haven); and
- (F) Adopt a resolution authorizing the execution and delivery of an acquisition and funding agreement with STG Communities II, LLC, a limited liability company.

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

Written communication.

Oral presentation.

Public hearing closed.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, OF FORMATION OF THE CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 42 (WEST HAVEN), AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN THE COMMUNITY FACILITIES DISTRICT AND ESTABLISHING AN APPROPRIATIONS LIMIT FOR THE COMMUNITY FACILITIES DISTRICT.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DEEMING IT NECESSARY TO INCUR BONDED INDEBTEDNESS WITHIN THE CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 42 (WEST HAVEN).

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, CALLING SPECIAL ELECTION FOR CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 42 (WEST HAVEN).

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DECLARING RESULTS OF SPECIAL ELECTION AND DIRECTING RECORDING OF NOTICE OF SPECIAL TAX LIEN.

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. 42 (WEST HAVEN).

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AUTHORIZING THE EXECUTION AND DELIVERY OF AN ACQUISITION AND FUNDING AGREEMENT WITH STG COMMUNITIES II, LLC.

14. A PUBLIC HEARING TO CONSIDER A RESOLUTION REGARDING THE FORMATION OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 43 (PARK PLACE FACILITIES PHASE IV); ADOPTION OF A RESOLUTION TO INCUR BONDED INDEBTEDNESS; AND INTRODUCTION OF AN ORDINANCE LEVYING SPECIAL TAXES

That the City Council consider and:

- (A) Adopt a resolution establishing Community Facilities District No. 43 (Park Place Facilities Phase IV), authorizing the levy of special taxes within the community facilities district, and establishing an appropriations limit for the community facilities district;
- (B) Adopt a resolution deeming it necessary to incur bonded indebtedness within Community Facilities District No. 43 (Park Place Facilities Phase IV);
- (C) Adopt a resolution calling a special election for City of Ontario Community Facilities District No. 43 (Park Place Facilities Phase IV);
- (D) Adopt a resolution declaring the results of the special election and directing the recording of a Notice of Special Tax Lien;
- (E) Introduce and waive further reading of an ordinance levying special taxes within City of Ontario Community Facilities District No. 43 (Park Place Facilities Phase IV); and
- (F) Adopt a resolution authorizing the execution and delivery of an acquisition and funding agreement with SL Ontario Development Company, LLC, a Delaware corporation.

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

Written communication.

Oral presentation.

Public hearing closed.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, OF FORMATION OF THE CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 43 (PARK PLACE FACILITIES PHASE IV), AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN THE COMMUNITY FACILITIES DISTRICT AND ESTABLISHING AN APPROPRIATIONS LIMIT FOR THE COMMUNITY FACILITIES DISTRICT.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DEEMING IT NECESSARY TO INCUR BONDED INDEBTEDNESS WITHIN THE CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 43 (PARK PLACE FACILITIES PHASE IV).

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, CALLING SPECIAL ELECTION FOR CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 43 (PARK PLACE FACILITIES PHASE IV).

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DECLARING RESULTS OF SPECIAL ELECTION AND DIRECTING RECORDING OF NOTICE OF SPECIAL TAX LIEN.

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. 43 (PARK PLACE FACILITIES PHASE IV).

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AUTHORIZING THE EXECUTION AND DELIVERY OF A SECOND AMENDED AND RESTATED ACQUISITION AND FUNDING AGREEMENT WITH SL ONTARIO DEVELOPMENT COMPANY, LLC.

15. A PUBLIC HEARING TO CONSIDER AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT (FILE NO. PDA17-003) BETWEEN THE CITY OF ONTARIO AND ONTARIO LAND VENTURES, LLC, TO ESTABLISH THE TERMS AND CONDITIONS FOR THE DEVELOPMENT OF TENTATIVE PARCEL MAP 19738 (FILE NO. PMTT17-011). THE PROJECT SITE IS BOUNDED BY EUCALYPTUS AVENUE TO THE NORTH, CUCAMONGA CREEK CHANNEL TO THE EAST, MERRILL AVENUE TO THE SOUTH, AND CARPENTER AVENUE TO THE WEST, LOCATED WITHIN THE BUSINESS PARK (PA-1) AND GENERAL INDUSTRIAL (PA-2) LAND USE DISTRICTS OF THE WEST ONTARIO COMMERCE CENTER SPECIFIC PLAN (APNS: 0218-221-09, 0218-261-16, 0218-261-22, 0218-261-23, 0218-261-32, 0218-271-04, 0218-271-08, 0218-271-10, 0218-271-13 AND 0218-271-18)

That the City Council introduce and waive further reading of an ordinance approving a Development Agreement (File No. PDA17-003, on file with the Records Management Department) between the City of Ontario and Ontario Land Ventures, LLC, to establish the terms and conditions for the development of Tentative Parcel Map 19738 (File No. PMTT17-011).

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

Written communication.

Oral presentation.

Public hearing closed.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT (FILE NO. PDA17-003) BETWEEN THE CITY OF ONTARIO AND ONTARIO LAND VENTURES, LLC, TO ESTABLISH THE TERMS AND CONDITIONS FOR THE DEVELOPMENT OF TENTATIVE PARCEL MAP 19738 (FILE NO. PMTT17-011). THE PROJECT SITE IS BOUNDED BY EUCALYPTUS AVENUE TO THE NORTH, CUCAMONGA CREEK CHANNEL TO THE EAST, MERRILL AVENUE TO THE SOUTH, AND CARPENTER AVENUE TO THE WEST, LOCATED WITHIN THE BUSINESS PARK AND INDUSTRIAL LAND USE DISTRICTS OF WEST ONTARIO COMMERCE CENTER SPECIFIC PLAN, AND MAKING FINDINGS IN SUPPORT THEREOF (APNS: 0218-221-09, 0218-261-16, 0218-261-22, 0218-261-23, 0218-261-32, 0218-271-04, 0218-271-08, 0218-271-10, 0218-271-13 AND 0218-271-18).

16. A PUBLIC HEARING TO CONSIDER AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT (FILE NO. PDA17-002) BETWEEN THE CITY OF ONTARIO AND BROOKCAL ONTARIO, LLC, TO ESTABLISH THE TERMS FOR THE DEVELOPMENT OF TENTATIVE TRACT MAP 20081 (FILE NO. PMTT17-003) TO SUBDIVIDE 44.98 ACRES OF LAND INTO 76 NUMBERED LOTS AND 62 LETTERED LOTS FOR RESIDENTIAL AND COMMERCIAL USES, PUBLIC/PRIVATE STREETS, LANDSCAPE NEIGHBORHOOD EDGES AND COMMON OPEN SPACE PURPOSES FOR A PROPERTY LOCATED ON THE NORTHEAST CORNER OF ONTARIO RANCH ROAD AND HAVEN AVENUE, WITHIN THE MIXED USE DISTRICT PLANNING AREA 6A (REGIONAL COMMERCIAL AND STAND ALONE RESIDENTIAL OVERLAY) OF THE RICH HAVEN SPECIFIC PLAN (APNS: 0218-211-02 AND 0218-211-05)

That the City Council introduce and waive further reading of an ordinance approving a Development Agreement (File No. PDA17-002, on file with the Records Management Department) between the City of Ontario and Brookcal Ontario, LLC, to establish the terms for the development of Tentative Tract Map 20081 (File No. PMTT17-003).

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

Written communication.

Oral presentation.

Public hearing closed.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND BROOKCAL ONTARIO, LLC, TO ESTABLISH THE TERMS FOR THE DEVELOPMENT OF TENTATIVE TRACT MAP 20081 (FILE NO. PMTT17-003) TO SUBDIVIDE 44.98 ACRES OF LAND INTO 76 NUMBERED LOTS AND 62 LETTERED LOTS FOR RESIDENTIAL AND COMMERCIAL USES, PUBLIC/PRIVATE STREETS, LANDSCAPE NEIGHBORHOOD EDGES AND COMMON OPEN SPACE PURPOSES FOR A PROPERTY LOCATED ON THE NORTHEAST CORNER OF ONTARIO RANCH ROAD AND HAVEN AVENUE, WITHIN THE MIXED USE DISTRICT PLANNING AREA 6A (REGIONAL COMMERCIAL AND STAND ALONE RESIDENTIAL OVERLAY) OF THE RICH HAVEN SPECIFIC PLAN, AND MAKING FINDINGS IN SUPPORT THEREOF—APNS: 0218-211-02 AND 0218-211-05.

17. A PUBLIC HEARING TO CONSIDER AN AMENDMENT TO THE CALIFORNIA COMMERCE CENTER SPECIFIC PLAN (FILE NO. PSPA18-005), CHANGING THE LAND USE DESIGNATION ON 3 PARCELS TOTALING 81.41 ACRES OF LAND LOCATED AT THE SOUTHEAST CORNER OF AIRPORT DRIVE AND HAVEN AVENUE (38.09 ACRES), THE NORTHEAST CORNER OF HAVEN AVENUE AND JURUPA STREET (6.83 ACRES), AND THE NORTHEAST CORNER OF COMMERCE PARKWAY AND JURUPA STREET (36.49 ACRES), FROM “COMMERCIAL/FOOD/HOTEL” AND “OFFICE,” TO “LIGHT INDUSTRIAL,” IN CONFORMANCE WITH EACH PROPERTY’S UNDERLYING POLICY PLAN LAND USE DESIGNATION OF “INDUSTRIAL” (APNS: 0211-222-55, 0211-232-45, 0211-232-46, 0211-232-16, 0211-232-17, 0211-232-18, 0211-232-19, AND 0211-232-20)

That the City Council adopt a resolution approving an amendment to the California Commerce Center Specific Plan (File No. PSPA18-005), changing the land use designation on a total of 81.41 acres from “Commercial/Food/Hotel” and “Office,” to “Light Industrial,” in conformance with each property’s underlying Policy Plan land use designation of “Industrial.”

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

Written communication.
Oral presentation.
Public hearing closed.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PSPA18-005, AN AMENDMENT TO THE CALIFORNIA COMMERCE CENTER SPECIFIC PLAN (FILE NO. PSPA18-005), CHANGING THE LAND USE DESIGNATION ON 3 PARCELS TOTALING 81.41 ACRES OF LAND LOCATED AT THE SOUTHEAST CORNER OF AIRPORT DRIVE AND HAVEN AVENUE (38.09 ACRES), THE NORTHEAST CORNER OF HAVEN AVENUE AND JURUPA STREET (6.83 ACRES), AND THE NORTHEAST CORNER OF COMMERCE PARKWAY AND JURUPA STREET (36.49 ACRES), FROM “COMMERCIAL/FOOD/HOTEL” AND “OFFICE,” TO “LIGHT INDUSTRIAL,” IN CONFORMANCE WITH EACH PROPERTY’S UNDERLYING POLICY PLAN LAND USE DESIGNATION OF “INDUSTRIAL,” AND MAKING FINDINGS IN SUPPORT THEREOF — APNS: 0211-222-55, 0211-232-45, 0211-232-46, 0211-232-16, 0211-232-17, 0211-232-18, 0211-232-19, AND 0211-232-20.

STAFF MATTERS

City Manager Ochoa

COUNCIL MATTERS

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

ADJOURNMENT

**CITY OF ONTARIO
CLOSED SESSION REPORT**
City Council // Housing Authority // Other // (GC 54957.1)
August 21, 2018

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

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

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

- GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: APN: 1048-552-17 and 1048-551-11; 240 North Euclid Avenue and 308 North Euclid Avenue; City/Authority Negotiator: Scott Ochoa or his designee; Negotiating parties: Wells Fargo, N.A., a national banking association; Under negotiation: Price and terms of payment.

No Reportable Action	Continue	Approved
/ /	/ /	/ /

Disposition: _____

Reported by:

City Attorney / City Manager / Executive Director

CITY OF ONTARIO

Agenda Report
August 21, 2018

SECTION:
CONSENT CALENDAR

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

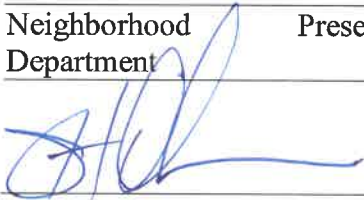
RECOMMENDATION: That the City Council adopt a resolution for recovery of fees and costs incurred in abating property and dangerous building violations, as well as administrative citation and civil penalties associated with property maintenance violations, and placing special assessments on the San Bernardino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

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

FISCAL IMPACT: The levy of special assessments will result in the recovery of \$299,241 in costs that the City has expended for inspection or abatement of property violations, as well as the collection of \$42,480 associated with civil penalties and/or fines for continued violations, for a total of \$341,721 related to 756 parcels. When received, reimbursement of \$148,876 will be made to the General Fund and \$192,845 to the Dangerous Buildings Fund.

BACKGROUND: The City has established revolving funds to cover City costs for abatement of property and dangerous building violations, as a result of code enforcement activities as well as the generation of fines associated with administrative citations for property maintenance violations and fees and penalties associated with the Systematic Health and Safety Inspection Program, Abandoned and Distressed Property Program and Weed and Refuse Abatement Program. These costs, fines, fees and penalties are recovered through placement of special tax assessments upon the properties. The placement of special assessments and collection of revenue is done under Ordinance 3046, Property Appearance (Title 5, Chapter 22 of the Ontario Municipal Code); Chapter 9 of the Uniform Code for the Abatement of Dangerous Buildings; Ordinance 2920 for civil penalties for continued violations of the Ontario Municipal Code and fines associated with administrative citations (Title 1, Chapters 2 and 4 of the Ontario Municipal Code). The City and County currently have a contractual agreement regarding

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

Prepared by: <u>Erin Bonett</u>	Submitted to Council/O.H.A. <u>09/21/2018</u>
Department: <u>Neighborhood Preservation</u>	Approved: _____
Department: _____	Continued to: _____
City Manager Approval: 	Denied: _____
	<u>3</u>

implementation of special assessments; however, a resolution authorizing the placement of the specific assessments if required.

This assessment cycle, the Neighborhood Preservation Department has billed property owners for the abatement of violations, the issuance of fines associated with administrative citations, the issuance of fees and penalties associated with the Systematic Health and Safety Inspection Program, the issuance of registration fees and civil penalties associated with the Abandoned and Distressed Property Program, and the issuance of notice and re-inspection fees as well as civil penalties for the Weed and Refuse Abatement Program on 5,150 parcels. Of this, there are remaining amounts due on 756 parcels. Attached are itemized accounts of: (1) costs associated with inspection or abatement as shown in Exhibit A of the resolution; (2) civil penalties and/or fines for continued violations as show in Exhibit B of the resolution; and (3) total amounts per parcel as shown in Exhibit C of the resolution. The expenditure list, with any necessary corrections and adjustments, will be submitted to the County prior to August 2018 for its 2018-2019 tax rolls.

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

RESOLUTION NO. _____

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

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

WHEREAS, under Resolution No. 94-112, Resolution No. ORA-499, and the Cooperation and Reimbursement Agreement entered into on the 15th day of November, 1994, by the City of Ontario and the Ontario Redevelopment Agency, the Ontario Redevelopment Agency made a one-time advance to the City of One Hundred Fifty Thousand Dollars (\$150,000) to repair or abate dangerous buildings and properties throughout the City; and

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

WHEREAS, under Resolution No. 94-113, Resolution No. ORA-500, and the Cooperation and Reimbursement Agreement entered into on the 15th day of November 1994, by the City of Ontario and the Ontario Redevelopment Agency, the Ontario Redevelopment Agency made a one-time advance to the City of Thirty Thousand Dollars (\$30,000) to repair or abate dangerous buildings and properties in the 6th and Grove area; and

WHEREAS, under Resolution No. 94-12, Resolution No. ORA-464, and the Cooperation and Reimbursement Agreement entered into on the 22nd day of February 1994, by the City of Ontario and the Ontario Redevelopment Agency, the Ontario Redevelopment Agency made a one-time advance to the City of One Hundred Fifty Thousand Dollars (\$150,000) to repair or demolish dangerous buildings throughout the City; and

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

WHEREAS, Ordinance No. 2920, provides for the assessment of civil penalties for continued violations of the Ontario Municipal Code (Title 1, Chapter 2 of the Ontario Municipal Code), and for fines associated with administrative citations to be collected by

Special Assessment (Title 1, Chapter 5 of the Ontario Municipal Code), and establishes a uniform procedure before imposing such Special Assessments (Title 1, Chapter 4 of the Ontario Municipal Code); and

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

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

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

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

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

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

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

PASSED, APPROVED, AND ADOPTED this 21st day of August 2018.

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. 2018- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held August 21, 2018 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2018- duly passed and adopted by the Ontario City Council at their regular meeting held August 21, 2018.

SHEILA MAUTZ, CITY CLERK

(SEAL)

City of Ontario
Code Enforcement Department
2018/2019 Tax Roll Year Special Assessments
Exhibit A - Costs Associated with Inspection or Abatement

Parcel Number	Address	Amount Due
0108-301-14	1310 N GROVE AV, Ontario, CA 91764	180.00
0108-303-21	1383 E BONNIE BRAE ST, Ontario, CA 91764	180.00
0108-303-23	1367 E BONNIE BRAE ST, Ontario, CA 91764	180.00
0108-304-24	1364 E BONNIE BRAE ST, Ontario, CA 91764	485.88
0108-412-19	1728 N DEL NORTE AV, Ontario, CA 91764	180.00
0108-413-07	1432 E HIGHLAND CT, Ontario, CA 91764	180.00
0108-442-06	1368 E SIXTH ST, Ontario, CA 91764	180.00
0108-442-26	1435 N DEL NORTE CT, Ontario, CA 91764	61.00
0108-443-01	1406 N AMADOR AV, Ontario, CA 91764	55.00
0108-481-19	0 E OLIVE ST, Ontario, CA 91764	110.00
0108-481-20	0 E OLIVE ST, Ontario, CA 91764	110.00
0108-481-21	0 E OLIVE ST, Ontario, CA 91764	110.00
0108-481-22	0 E OLIVE ST, Ontario, CA 91764	110.00
0108-481-23	0 E OLIVE ST, Ontario, CA 91764	110.00
0108-481-24	0 E OLIVE ST, Ontario, CA 91764	110.00
0108-481-25	0 E OLIVE ST, Ontario, CA 91764	110.00
0108-481-26	0 E OLIVE ST, Ontario, CA 91764	110.00
0108-481-27	0 E OLIVE ST, Ontario, CA 91764	110.00
0108-493-13	1504 N MADERA AV, Ontario, CA 91764	1,456.09
0108-493-37	1521 N MARIPOSA AV, Ontario, CA 91764	880.99
0108-501-29	1211 N EL DORADO AV, Ontario, CA 91764	2,160.00
0108-523-09	1310 N LAKE AV, Ontario, CA 91764	108.00
0108-524-08	1343 N LAKE AV, Ontario, CA 91764	180.00
0108-541-18	1647 E PRINCETON ST, Ontario, CA 91764	1,107.16
0108-541-19	1646 E YALE ST, Ontario, CA 91764	2,228.90
0108-543-04	1223 N MANDALAY ST, Ontario, CA 91764	180.00
0108-551-35	1725 E FOURTH ST, Ontario, CA 91764	161.00
0108-571-07	1673 E SEVENTH ST, Ontario, CA 91764	108.00
0108-573-19	1750 N MADERA AV, Ontario, CA 91764	180.00
0108-611-02	1340 E SEVENTH ST, Ontario, CA 91764	161.00
0108-611-08	1380 E SEVENTH ST, Ontario, CA 91764	161.00
0108-612-16	1604 N EL DORADO AV, Ontario, CA 91764	322.00
0108-622-43	1823 N SACRAMENTO AV, Ontario, CA 91764	36.00
0108-631-72	1846 E TRINITY LP, Ontario, CA 91764	108.00
0110-013-67	1235 E D ST, Unit:18, Ontario, CA 91764	180.00
0110-021-15	346 N PLACER PRIVADO, Ontario, CA 91761	108.00
0110-042-14	1431 E ELMA CT, Unit:A, Ontario, CA 91761	432.00
0110-042-16	1411 E ELMA CT, Unit:A, Ontario, CA 91761	654.95
0110-042-26	1468 E ELMA CT, Unit:A, Ontario, CA 91761	576.00
0110-042-27	1467 E ELMA CT, Unit:A, Ontario, CA 91761	432.00
0110-042-28	1468 E D ST, Unit:A, Ontario, CA 91761	288.00
0110-042-32	1437 E ELMA CT, Unit:A, Ontario, CA 91761	144.00
0110-051-23	1223 E NOCTA ST, Ontario, CA 91761	72.00
0110-051-53	1240 E D ST, Ontario, CA 91761	72.00

City of Ontario
Code Enforcement Department
2018/2019 Tax Roll Year Special Assessments
Exhibit A - Costs Associated with Inspection or Abatement

Parcel Number	Address	Amount Due
0110-061-01	1375 E HOLT BL, Ontario, CA 91761	161.00
0110-071-02	1389 E HOLT BL, Ontario, CA 91761	271.00
0110-071-06	1381 E HOLT BL, Ontario, CA 91761	110.00
0110-071-07	1381 E HOLT BL, Ontario, CA 91761	110.00
0110-072-17	126 N LASSEN PL, Ontario, CA 91761	324.00
0110-111-12	1660 E HOLT BL, Ontario, CA 91761	161.00
0110-153-01	1231 E G ST, Ontario, CA 91764	651.55
0110-163-13	1022 N CALAVERAS AV, Ontario, CA 91764	161.00
0110-202-22	1311 E FRESNO ST, Ontario, CA 91764	180.00
0110-203-12	1018 N GLENN AVE, Ontario, CA 91764	1,153.50
0110-211-31	733 N DEL NORTE AV, Ontario, CA 91764	72.00
0110-242-15	1757 E FLORA ST, Ontario, CA 91764	108.00
0110-301-09	1828 E PRINCETON ST, Ontario, CA 91764	102.98
0110-332-01	1802 E FOURTH ST, Unit:A, Ontario, CA 91764	720.00
0110-332-02	1808 E FOURTH ST, Unit:A, Ontario, CA 91764	720.00
0110-341-01	1055 N MARIPOSA AV, Ontario, CA 91764	72.00
0110-343-04	1778 E FOURTH ST, Ontario, CA 91764	720.00
0110-347-01	944 N MARIPOSA AV, Ontario, CA 91764	161.00
0110-363-01	906 N SAN DIEGO AV, Ontario, CA 91764	180.00
0110-363-08	905 N VINEYARD AV, Ontario, CA 91764	144.00
0110-365-02	935 N SACRAMENTO AV, Ontario, CA 91764	36.00
0110-373-10	1837 E PLAZA SERENA ST, Ontario, CA 91764	180.00
0110-374-14	857 N VINEYARD AV, Ontario, CA 91764	216.00
0110-411-04	630 N MARIPOSA AV, Ontario, CA 91764	108.00
0110-411-75	1719 E FLORA ST, Ontario, CA 91764	72.00
0110-424-09	921 N LASSEN AV, Ontario, CA 91764	1,571.86
0110-481-51	1322 N CORONA AV, Ontario, CA 91764	436.23
0110-491-03	1357 N VINEYARD AV, Ontario, CA 91764	144.00
0110-491-10	1352 N SAN DIEGO AV, Ontario, CA 91764	194.61
0110-501-09	1321 N VINEYARD AV, Ontario, CA 91764	108.00
0110-514-03	716 N BAKER AV, Ontario, CA 91764	162.05
0113-351-09	1166 S MILDRED AV, Ontario, CA 91761	555.93
0113-361-54	1401 S GROVE AV, Ontario, CA 91761	110.00
0113-414-13	1625 S BAKER AV, Ontario, CA 91761	110.00
0113-461-09	1401 E CEDAR ST, Building:1, Unit:D, Ontario, CA 91761	161.00
0113-501-01	2812 S DIVERSA DR, Ontario, CA 91761	714.50
0113-521-04	1901 E BERMUDA DUNES CT, Ontario, CA 91761	144.00
0113-533-12	2532 S BALBOA AV, Ontario, CA 91761	999.32
0113-541-27	2701 S WHISPERING LAKES CT, Ontario, CA 91761	740.18
0113-551-17	2809 E DORAL CT, Ontario, CA 91761	1,222.05
0113-564-04	1916 E MERION DR, Ontario, CA 91761	1,138.41
0113-564-24	2905 S SPYGLASS CT, Ontario, CA 91761	161.00
0113-641-05	2133 S GREEN PRIVADO, Ontario, CA 91761	161.00
0209-351-05	1902 E SEVENTH ST, Ontario, CA 91764	180.00

City of Ontario
Code Enforcement Department
2018/2019 Tax Roll Year Special Assessments
Exhibit A - Costs Associated with Inspection or Abatement

Parcel Number	Address	Amount Due
0209-351-29	1937 E HIGHLAND CT, Ontario, CA 91764	161.00
0209-371-21	2027 E DEODAR ST, Ontario, CA 91764	108.00
0209-381-05	2132 E ALONDRA ST, Ontario, CA 91764	180.00
0209-381-67	1542 N HACIENDA DR, Ontario, CA 91764	180.00
0209-421-49	1842 N VINEYARD AV, Unit:D, Ontario, CA 91764	180.00
0209-421-78	1850 N VINEYARD AV, Unit:F, Ontario, CA 91764	180.00
0210-041-64	1453 N SAN DIEGO PL, Ontario, CA 91764	161.00
0210-193-14	3480 E SHELBY ST, Ontario, CA 91764	885.00
0210-291-21	1735 E LA DENEY DR, Ontario, CA 91764	180.00
0210-292-22	1729 E HAWTHORNE ST, Ontario, CA 91764	108.00
0210-301-04	1927 E LA DENEY CT, Ontario, CA 91764	1,007.55
0210-301-29	1421 N BALBOA AV, Ontario, CA 91764	180.00
0210-301-46	2044 E HAWTHORNE CT, Ontario, CA 91764	322.00
0210-301-62	1433 N CARLOS PL, Ontario, CA 91764	36.00
0210-321-02	2051 E FIFTH ST, Ontario, CA 91764	161.00
0210-321-56	2015 E FIFTH ST, Ontario, CA 91764	36.00
0210-321-63	1324 N BALBOA AV, Ontario, CA 91764	108.00
0210-331-30	1360 N HACIENDA DR, Ontario, CA 91764	108.00
0210-341-44	1348 N DEL RIO WY, Ontario, CA 91764	216.00
0210-351-26	1949 E YALE ST, Ontario, CA 91764	72.00
0210-351-32	1948 E FIFTH ST, Ontario, CA 91764	180.00
0210-352-63	2042 E YALE ST, Unit:B, Ontario, CA 91764	180.00
0210-353-25	2008 E FIFTH ST, Ontario, CA 91764	108.00
0210-354-02	2035 E YALE ST, Ontario, CA 91764	36.00
0210-354-06	2043 E YALE ST, Ontario, CA 91764	108.00
0210-411-02	731 N CENTER AV, Unit:1, Ontario, CA 91764	144.00
0210-411-15	3241 E TRIUMPH LN, Unit:1, Ontario, CA 91764	288.00
0210-411-22	3104 E JAGUAR WY, Unit:1, Ontario, CA 91764	432.00
0210-411-46	3124 E JAGUAR WY, Unit:A, Ontario, CA 91764	288.00
0210-421-35	904 N TURNER AV, Bldg:3, Unit:18, Ontario, CA 91764	180.00
0210-431-56	1028 N TURNER AV, Bldg:26, Unit:147, Ontario, CA 91764	72.00
0210-431-88	1050 N TURNER AV, Bldg:31, Unit:178, Ontario, CA 91764	176.49
0210-432-68	1008 N TURNER AV, Bldg:44, Unit:263, Ontario, CA 91764	108.00
0210-433-09	1002 N TURNER AV, Bldg:47, Unit:279, Ontario, CA 91764	180.00
0211-232-38	0 S MILLIKEN AV, Ontario, CA 91761	110.00
0211-263-32	0 S HAVEN AV, Ontario, CA 91761	161.00
0211-263-38	0 S METRO WY, Ontario, CA 91761	161.00
0211-263-39	0 E FRANCIS ST, Ontario, CA 91761	161.00
0211-263-40	0 S EXCISE AV, Ontario, CA 91761	161.00
0216-172-12	8408 E CHINO AV, Ontario, CA 91761	912.05
0216-312-04	8451 E SCHAEFER AV, Ontario, CA 91761	108.00
0216-331-63	1626 E BERMUDA DUNES ST, Ontario, CA 91761	161.00
0216-361-22	2407 S PARCO AV, Ontario, CA 91761	72.00
0216-361-51	1476 E FAIRFIELD CT, Ontario, CA 91761	161.00

City of Ontario
Code Enforcement Department
2018/2019 Tax Roll Year Special Assessments
Exhibit A - Costs Associated with Inspection or Abatement

Parcel Number	Address	Amount Due
0216-361-52	1478 E FAIRFIELD CT, Ontario, CA 91761	108.00
0216-361-67	1483 E FAIRFIELD CT, Ontario, CA 91761	341.00
0216-401-27	2520 S QUAKER RIDGE PL, Ontario, CA 91761	72.00
0216-401-63	2448 S VINEYARD AV, Bldg:2, Unit:101, Ontario, CA 91761	161.00
0216-421-34	1507 E OAK HILL CT, Ontario, CA 91761	269.00
0216-421-60	1607 E FAIRFIELD ST, Unit:1, Ontario, CA 91761	720.00
0216-441-26	2719 S DEL NORTE AV, Ontario, CA 91761	180.00
0216-441-36	1302 E ST. ANDREWS ST, Ontario, CA 91761	108.00
0216-461-06	1218 E DORAL CT, Ontario, CA 91761	180.00
0216-471-21	2904 S DEL NORTE PL, Ontario, CA 91761	72.00
0216-481-03	1431 E DEERFIELD ST, Ontario, CA 91761	108.00
0216-481-73	1491 E DEERFIELD ST, Ontario, CA 91761	970.60
0218-211-17	0 S MILLIKEN AV, Ontario, CA 91761	110.00
0218-211-24	0 S MILLIKEN AV, Ontario, CA 91761	110.00
0218-211-25	13832 S MILLIKEN AV, Ontario, CA 91761	110.00
0218-211-27	13744 S MILLIKEN AV, Ontario, CA 91761	110.00
0218-741-35	3510 S ARCADIAN SHORES AV, Ontario, CA 91761	161.00
0218-752-04	3533 S OLD ARCHIBALD RANCH RD, Ontario, CA 91761	161.00
0218-761-73	3693 S BURNING TREE DR, Ontario, CA 91761	1,692.72
0218-771-49	3722 S MUSTANG DR, Ontario, CA 91761	1,255.49
0218-791-02	3708 S WRANGLER PL, Ontario, CA 91761	108.00
0218-791-60	2820 E BIG RANGE RD, Ontario, CA 91761	36.00
0218-801-72	3740 S PALOMINO PL, Ontario, CA 91761	72.00
0218-811-22	2801 E LONGHORN ST, Ontario, CA 91761	180.00
0218-843-05	3033 E BLACK HORSE DR, Ontario, CA 91761	36.00
1008-291-36	1517 N JASMINE CT, Ontario, CA 91762	108.00
1008-413-01	1551 W LA DENEY DR, Ontario, CA 91762	322.00
1008-421-09	1312 N BENSON AV, Ontario, CA 91762	161.00
1008-422-01	1359 N HELEN AV, Ontario, CA 91762	161.00
1008-441-04	1354 W LA DENEY DR, Ontario, CA 91762	108.00
1008-442-29	1321 W SIXTH ST, Ontario, CA 91762	180.00
1008-443-06	1229 W SIXTH ST, Ontario, CA 91762	72.00
1008-443-25	1354 N ELDERBERRY AV, Ontario, CA 91762	180.00
1008-471-12	1042 W LA DENEY DR, Ontario, CA 91762	161.00
1008-481-04	824 W LA DENEY DR, Ontario, CA 91762	161.00
1008-491-03	810 W BONNIE BRAE CT, Ontario, CA 91762	180.00
1008-502-16	867 W FIFTH ST, Ontario, CA 91762	161.00
1008-502-19	849 W FIFTH ST, Ontario, CA 91762	72.00
1008-511-13	950 W HARVARD PL, Ontario, CA 91762	108.00
1008-512-21	853 W PRINCETON ST, Ontario, CA 91762	180.00
1008-521-06	1130 W FOURTH ST, Unit:2, Ontario, CA 91762	8,100.00
1008-552-03	1318 W HARVARD PL, Ontario, CA 91762	108.00
1008-571-34	1550 W HARVARD PL, Ontario, CA 91762	161.00
1008-572-24	1504 W FOURTH ST, Ontario, CA 91762	762.05

City of Ontario
Code Enforcement Department
2018/2019 Tax Roll Year Special Assessments
Exhibit A - Costs Associated with Inspection or Abatement

Parcel Number	Address	Amount Due
1010-104-08	1015 N FUCHSIA AV, Ontario, CA 91762	108.00
1010-131-22	1229 W ROSEWOOD CT, Ontario, CA 91762	288.00
1010-131-24	1217 W ROSEWOOD CT, Ontario, CA 91762	324.00
1010-131-47	1209 W FOURTH ST, Ontario, CA 91762	432.00
1010-132-05	1129 W FOURTH ST, Ontario, CA 91762	4,707.85
1010-152-20	942 W J ST, Ontario, CA 91762	180.00
1010-154-21	956 W I ST, Ontario, CA 91762	108.00
1010-171-17	844 W GRANADA CT, Ontario, CA 91762	72.00
1010-181-24	1024 W EL MORADO CT, Ontario, CA 91762	216.00
1010-181-25	1023 W H ST, Ontario, CA 91762	324.00
1010-182-08	1023 W EL MORADO CT, Ontario, CA 91762	216.00
1010-191-17	817 N PALMETTO AV, Ontario, CA 91762	216.00
1010-192-15	1022 W H ST, Ontario, CA 91762	324.00
1010-232-13	852 N JASMINE AV, Ontario, CA 91762	161.00
1010-234-02	1541 W H ST, Ontario, CA 91762	36.00
1010-413-08	1507 W FLORA ST, Ontario, CA 91762	161.00
1010-421-16	1538 W FAWN ST, Ontario, CA 91762	161.00
1010-422-27	1453 W FAWN ST, Ontario, CA 91762	72.00
1010-423-18	1549 W E ST, Ontario, CA 91762	161.00
1010-441-06	1236 W F ST, Ontario, CA 91762	1,342.79
1010-444-08	510 N ELDERBERRY AV, Ontario, CA 91762	161.00
1010-454-06	1154 W D ST, Ontario, CA 91762	180.00
1010-463-05	1015 W E ST, Unit:A, Ontario, CA 91762	648.00
1010-465-06	1007 W F ST, Ontario, CA 91762	540.00
1010-471-06	937 W G ST, Ontario, CA 91762	108.00
1010-472-02	957 W F ST, Ontario, CA 91762	72.00
1010-483-14	816 W E ST, Ontario, CA 91762	72.00
1010-501-30	953 W PINYON CT, Ontario, CA 91762	180.00
1010-501-70	144 N ALPINE CT, Ontario, CA 91762	180.00
1010-511-03	1055 W D ST, Ontario, CA 91762	476.35
1010-511-46	1050 W HOLLOWELL ST, Ontario, CA 91762	180.00
1010-521-05	312 N CAMELLIA AV, Unit:A, Ontario, CA 91762	720.00
1010-521-09	1141 W D ST, Unit:A, Ontario, CA 91762	720.00
1010-521-17	210 N BEGONIA AV, Unit:A, Ontario, CA 91762	720.00
1010-521-30	151 N MOUNTAIN AV, Ontario, CA 91762	458.85
1010-521-41	1124 W STONERIDGE CT, Unit:A, Ontario, CA 91762	360.00
1010-522-07	1131 W STONERIDGE CT, Unit:1, Ontario, CA 91762	1,980.00
1010-522-08	1125 W STONERIDGE CT, Unit:1, Ontario, CA 91762	2,880.00
1010-522-15	115 N MOUNTAIN AV, Ontario, CA 91762	161.00
1010-533-16	1219 W HOLLOWELL ST, Ontario, CA 91762	161.00
1010-534-14	1338 W VESTA ST, Ontario, CA 91762	180.00
1010-542-08	1260 W STONERIDGE CT, Unit:1, Ontario, CA 91762	432.00
1010-542-09	1266 W STONERIDGE CT, Unit:1, Ontario, CA 91762	288.00
1010-543-24	1265 W STONERIDGE CT, Unit:5, Ontario, CA 91762	1,800.00

City of Ontario
Code Enforcement Department
2018/2019 Tax Roll Year Special Assessments
Exhibit A - Costs Associated with Inspection or Abatement

Parcel Number	Address	Amount Due
1010-551-01	1404 W STONERIDGE CT, Unit:1, Ontario, CA 91762	756.00
1010-552-31	1415 W STONERIDGE CT, Unit:A, Ontario, CA 91762	1,800.00
1010-561-28	1433 W D ST, Ontario, CA 91762	72.00
1010-562-16	1549 W HOLLOWELL ST, Ontario, CA 91762	161.00
1011-112-44	0 W BROOKS ST, Ontario, CA 91762	161.00
1011-141-33	863 W BROOKS ST, Ontario, CA 91762	110.00
1011-361-05	1559 W MISSION BL, Ontario, CA 91762	110.00
1011-361-29	0 W MISSION BL, Ontario, CA 91762	110.00
1011-371-02	855 S OAKS AV, Ontario, CA 91762	108.00
1011-371-08	0 W MISSION BL, Ontario, CA 91762	161.00
1011-373-04	1309 W MISSION BL, Unit:50, Ontario, CA 91762	180.00
1011-373-17	1309 W MISSION BL, Unit:71, Ontario, CA 91762	72.00
1011-373-25	1309 W MISSION BL, Unit:79, Ontario, CA 91762	108.00
1011-373-40	1309 W MISSION BL, Unit:94, Ontario, CA 91762	216.00
1011-382-29	855 S MOUNTAIN AV, Ontario, CA 91762	108.00
1011-382-33	863 S MOUNTAIN AV, Ontario, CA 91762	1,222.19
1011-382-43	890 S PALMETTO AV, Ontario, CA 91762	108.00
1011-382-44	888 S PALMETTO AV, Ontario, CA 91762	108.00
1011-382-45	886 S PALMETTO AV, Ontario, CA 91762	108.00
1011-382-46	884 S PALMETTO AV, Ontario, CA 91762	108.00
1011-382-47	882 S PALMETTO AV, Ontario, CA 91762	108.00
1011-382-48	880 S PALMETTO AV, Ontario, CA 91762	108.00
1011-382-49	878 S PALMETTO AV, Ontario, CA 91762	108.00
1011-382-50	876 S PALMETTO AV, Ontario, CA 91762	108.00
1011-382-51	874 S PALMETTO AV, Ontario, CA 91762	108.00
1011-382-52	872 S PALMETTO AV, Ontario, CA 91762	108.00
1011-382-53	870 S PALMETTO AV, Ontario, CA 91762	108.00
1011-382-54	868 S PALMETTO AV, Ontario, CA 91762	108.00
1011-382-55	866 S PALMETTO AV, Ontario, CA 91762	108.00
1011-382-56	864 S PALMETTO AV, Ontario, CA 91762	108.00
1011-382-57	862 S PALMETTO AV, Ontario, CA 91762	108.00
1011-382-58	856 S PALMETTO AV, Ontario, CA 91762	108.00
1011-382-59	858 S PALMETTO AV, Ontario, CA 91762	108.00
1011-382-60	860 S PALMETTO AV, Ontario, CA 91762	108.00
1011-382-61	848 S PALMETTO AV, Ontario, CA 91762	108.00
1011-382-62	850 S PALMETTO AV, Ontario, CA 91762	108.00
1011-382-63	852 S PALMETTO AV, Ontario, CA 91762	108.00
1011-382-64	854 S PALMETTO AV, Ontario, CA 91762	108.00
1011-391-10	845 W MISSION BL, Ontario, CA 91762	144.00
1011-396-06	821 S GRANITE PRIVADO, Ontario, CA 91762	180.00
1011-401-27	1031 S PALMETTO AV, Bldg:S, Unit:4, Ontario, CA 91762	108.00
1011-414-10	1020 S PALMETTO AV, Ontario, CA 91762	108.00
1011-414-21	1018 W RALSTON ST, Ontario, CA 91762	108.00
1011-415-44	923 S MOUNTAIN AV, Ontario, CA 91762	180.00

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Parcel Number	Address	Amount Due
1011-552-09	1222 S CYPRESS AV, Unit:C, Ontario, CA 91762	72.00
1011-552-18	1220 S CYPRESS AV, Unit:E, Ontario, CA 91762	36.00
1011-552-61	1212 S CYPRESS AV, Unit:F, Ontario, CA 91762	180.00
1011-553-33	1031 S PALMETTO AV, Bldg:G, Unit:4, Ontario, CA 91762	36.00
1011-572-11	1052 W ECLIPSE CT, Ontario, CA 91762	180.00
1011-573-07	1327 S PINE AV, Ontario, CA 91762	108.00
1014-111-11	1551 S OAKS AV, Ontario, CA 91762	144.00
1014-131-40	1115 W QUINCE ST, Ontario, CA 91762	161.00
1014-131-41	1109 W QUINCE ST, Ontario, CA 91762	161.00
1014-152-10	1487 S GRANITE AV, Ontario, CA 91762	1,848.55
1014-171-12	953 W LOCUST ST, Ontario, CA 91762	72.00
1014-171-21	855 W LOCUST ST, Ontario, CA 91762	161.00
1014-191-46	1734 S PALMETTO AV, Ontario, CA 91762	1,628.88
1014-191-60	1625 S MOUNTAIN AV, Ontario, CA 91762	2,304.00
1014-201-19	1602 S MOUNTAIN AV, Unit:F, Ontario, CA 91762	72.00
1014-201-21	1604 S MOUNTAIN AV, Unit:B, Ontario, CA 91762	72.00
1014-201-23	1604 S MOUNTAIN AV, Unit:D, Ontario, CA 91762	36.00
1014-211-08	1228 W FRANCIS ST, Ontario, CA 91762	1,156.58
1014-211-09	1240 W FRANCIS ST, Ontario, CA 91762	216.00
1014-231-26	1605 S BENSON AV, Ontario, CA 91762	161.00
1014-441-17	1307 W FRANCIS ST, Ontario, CA 91762	108.00
1014-461-07	1921 S MAGNOLIA AV, Ontario, CA 91762	72.00
1014-462-48	1915 S MOUNTAIN AV, Unit:7, Ontario, CA 91762	144.00
1014-471-54	1103 W FRANCIS ST, Unit:E, Ontario, CA 91762	108.00
1014-472-30	1053 W FRANCIS ST, Unit:E, Ontario, CA 91762	216.00
1014-472-35	1051 W FRANCIS ST, Unit:D, Ontario, CA 91762	180.00
1014-472-58	1045 W FRANCIS ST, Unit:A, Ontario, CA 91762	180.00
1014-472-94	1017 W FRANCIS ST, Ontario, CA 91762	1,722.10
1014-512-66	926 W PHILADELPHIA ST, Bldg:N, Unit:78, Ontario, CA 91762	72.00
1014-523-08	2142 S MOUNTAIN AV, Ontario, CA 91762	108.00
1014-531-26	2046 S MOUNTAIN AV, Ontario, CA 91762	108.00
1014-532-04	2004 S PALMETTO AV, Ontario, CA 91762	492.59
1014-532-16	1039 W LARODA CT, Ontario, CA 91762	341.00
1014-571-14	2031 S BENSON AV, Ontario, CA 91762	360.55
1015-101-43	2222 S OAKS AV, Ontario, CA 91762	161.00
1015-121-01	2257 S OAKS AV, Ontario, CA 91762	108.00
1015-121-28	1205 W MONTICELLO ST, Ontario, CA 91762	305.00
1015-122-11	2211 S ELDERBERRY AV, Ontario, CA 91762	180.00
1015-201-76	2321 S MAGNOLIA AV, Bldg:13, Unit:D, Ontario, CA 91762	161.00
1046-511-18	0 E EIGHTH ST, Ontario, CA 91764	271.00
1047-141-12	1826 N VIRGINIA AV, Ontario, CA 91764	374.90
1047-143-01	1235 E EIGHTH ST, Ontario, CA 91764	271.00
1047-151-07	1152 E SEVENTH ST, Ontario, CA 91764	268.05
1047-152-17	1236 E SYCAMORE CT, Ontario, CA 91764	180.00

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Parcel Number	Address	Amount Due
1047-162-01	1235 E SIXTH ST, Ontario, CA 91764	72.00
1047-172-18	944 E DEODAR ST, Unit:1, Ontario, CA 91764	648.00
1047-201-13	1558 N HOPE AV, Ontario, CA 91764	72.00
1047-202-05	759 E DEODAR ST, Ontario, CA 91764	180.00
1047-212-03	1539 N MIRAMONTE AV, Ontario, CA 91764	120.05
1047-213-15	1520 N PLEASANT AV, Ontario, CA 91764	72.00
1047-241-09	1524 N EUCLID AV, Ontario, CA 91764	161.00
1047-311-33	650 W LA DENEY DR, Ontario, CA 91762	180.00
1047-354-05	332 E LA DENEY DR, Ontario, CA 91764	176.55
1047-372-07	604 E BONNIE BRAE CT, Ontario, CA 91764	161.00
1047-373-23	1354 N SULTANA AV, Ontario, CA 91764	108.00
1047-401-24	703 E BONNIE BRAE CT, Ontario, CA 91764	322.00
1047-424-08	1024 E SIXTH ST, Ontario, CA 91764	72.00
1047-424-29	1034 E SIXTH ST, Unit:302, Ontario, CA 91764	180.00
1047-424-53	1034 E SIXTH ST, Unit:1002, Ontario, CA 91764	161.00
1047-432-16	1128 E LA DENEY CT, Ontario, CA 91764	360.00
1047-433-05	1420 N VIRGINIA AV, Ontario, CA 91764	176.49
1047-433-08	1436 N VIRGINIA AV, Ontario, CA 91764	144.00
1047-433-11	1202 E SIXTH ST, Ontario, CA 91764	881.00
1047-433-12	1208 E SIXTH ST, Ontario, CA 91764	144.00
1047-433-17	1405 N GROVE AV, Building:A, Ontario, CA 91764	576.00
1047-441-12	1314 N VIRGINIA AV, Ontario, CA 91764	5,734.32
1047-461-23	1129 N VIRGINIA AV, Ontario, CA 91764	72.00
1047-471-17	937 E HARVARD PL, Ontario, CA 91764	108.00
1047-511-22	661 E HARVARD PL, Ontario, CA 91764	161.00
1047-512-37	547 E FOURTH ST, Ontario, CA 91764	180.00
1047-521-14	557 E PRINCETON ST, Ontario, CA 91764	72.00
1047-521-17	541 E PRINCETON ST, Ontario, CA 91764	180.00
1047-531-20	222 E FIFTH ST, Ontario, CA 91764	108.00
1047-581-32	625 W HARVARD PL, Ontario, CA 91762	161.00
1047-594-13	1228 N GRANITE AV, Ontario, CA 91762	108.00
1047-594-52	730 W FOURTH ST, Ontario, CA 91762	108.00
1048-012-06	733 W J ST, Ontario, CA 91762	180.00
1048-031-18	949 N VINE AV, Unit:1, Ontario, CA 91762	2,160.00
1048-032-33	614 W I ST, Ontario, CA 91762	36.00
1048-041-29	418 W I ST, Unit:A, Ontario, CA 91762	540.00
1048-041-59	406 W I ST, Unit:26, Ontario, CA 91762	108.00
1048-043-10	939 N EUCLID AV, Ontario, CA 91762	108.00
1048-043-17	132 W I ST, Unit:A, Ontario, CA 91762	216.00
1048-043-20	914 N LAUREL AV, Ontario, CA 91762	180.00
1048-043-24	932 N LAUREL AV, Ontario, CA 91762	216.00
1048-043-25	936 N LAUREL AV, Ontario, CA 91762	360.00
1048-052-06	1043 N EUCLID AV, Unit:A, Ontario, CA 91762	593.00
1048-052-14	132 W J ST, Ontario, CA 91762	161.00

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Parcel Number	Address	Amount Due
1048-064-21	315 E J ST, Ontario, CA 91764	216.00
1048-064-22	309 E J ST, Ontario, CA 91764	72.00
1048-064-23	305 E J ST, Ontario, CA 91764	144.00
1048-072-39	204 E PLAZA SERENA ST, Ontario, CA 91764	161.00
1048-081-04	518 E J ST, Ontario, CA 91764	72.00
1048-093-17	1019 N CAMPUS AV, Ontario, CA 91764	288.42
1048-093-22	647 E J ST, Ontario, CA 91764	72.00
1048-102-10	756 E ROSEWOOD CT, Ontario, CA 91764	108.00
1048-102-12	763 E J ST, Ontario, CA 91764	180.00
1048-111-14	763 E PLAZA SERENA ST, Ontario, CA 91764	180.00
1048-123-17	1023 E I ST, Ontario, CA 91764	161.00
1048-124-14	1016 E I ST, Ontario, CA 91764	180.00
1048-124-23	859 N CUCAMONGA AV, Ontario, CA 91764	161.00
1048-131-27	1027 N CUCAMONGA AV, Ontario, CA 91764	161.00
1048-131-28	1023 N CUCAMONGA AV, Ontario, CA 91764	141.00
1048-161-09	752 N PARKSIDE AV, Ontario, CA 91764	341.00
1048-162-19	846 N VIRGINIA AV, Ontario, CA 91764	180.00
1048-172-11	800 N LA PALOMA AV, Ontario, CA 91764	36.00
1048-191-16	933 E G ST, Ontario, CA 91764	72.00
1048-201-13	750 E EL MORADO CT, Ontario, CA 91764	320.55
1048-202-25	731 E EL MORADO CT, Ontario, CA 91764	262.55
1048-222-23	813 N CAMPUS AV, Ontario, CA 91764	180.00
1048-222-28	647 E H ST, Ontario, CA 91764	108.00
1048-241-02	116 E H ST, Ontario, CA 91764	108.00
1048-252-26	331 E H ST, Ontario, CA 91764	161.00
1048-271-47	302 W G ST, Unit:1, Ontario, CA 91762	6,480.00
1048-271-48	408 W G ST, Unit:1, Ontario, CA 91762	9,072.00
1048-303-09	752 W EL MORADO CT, Ontario, CA 91762	180.00
1048-312-19	740 W FLORA ST, Ontario, CA 91762	108.00
1048-314-02	755 W E ST, Ontario, CA 91762	72.00
1048-314-14	728 W D ST, Ontario, CA 91762	180.00
1048-331-04	443 N BEVERLY SQ, Ontario, CA 91762	360.00
1048-331-11	628 W D ST, Ontario, CA 91762	180.00
1048-332-10	507 N VINE AV, Ontario, CA 91762	72.00
1048-332-20	540 W D ST, Ontario, CA 91762	1,260.00
1048-366-12	203 E F ST, Ontario, CA 91764	360.00
1048-371-06	328 E G ST, Ontario, CA 91764	216.00
1048-371-13	311 E F ST, Ontario, CA 91764	553.64
1048-372-06	328 E F ST, Ontario, CA 91764	324.00
1048-372-07	511 N CHERRY AV, Ontario, CA 91764	108.00
1048-372-08	507 N CHERRY AV, Ontario, CA 91764	216.00
1048-374-02	408 E E ST, Ontario, CA 91764	360.00
1048-376-04	420 E G ST, Ontario, CA 91764	288.00
1048-376-07	623 N SULTANA AV, Ontario, CA 91764	180.00

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Parcel Number	Address	Amount Due
1048-376-08	615 N SULTANA AV, Ontario, CA 91764	108.00
1048-381-04	526 E G ST, Ontario, CA 91764	356.69
1048-391-09	527 E E ST, Ontario, CA 91764	540.00
1048-393-02	516 E E ST, Ontario, CA 91764	72.00
1048-393-24	501 E D ST, Ontario, CA 91764	36.00
1048-402-26	703 E D ST, Ontario, CA 91764	108.00
1048-403-17	817 E D ST, Ontario, CA 91764	540.00
1048-403-18	815 E D ST, Unit:A, Ontario, CA 91764	324.00
1048-411-02	610 N CAMPUS AV, Ontario, CA 91764	72.00
1048-413-04	818 E F ST, Ontario, CA 91764	161.00
1048-431-12	502 N HOLMES AV, Ontario, CA 91764	72.00
1048-441-13	1121 E D ST, Unit:A, Ontario, CA 91764	72.00
1048-442-34	615 N VIRGINIA AV, Unit:12, Ontario, CA 91764	2,160.00
1048-443-02	409 N CUCAMONGA AV, Ontario, CA 91764	216.00
1048-451-09	519 N GROVE AV, Ontario, CA 91764	322.00
1048-452-03	517 N PARKSIDE AV, Ontario, CA 91764	432.00
1048-461-04	1094 E D ST, Ontario, CA 91761	540.00
1048-462-03	1086 E ELMA ST, Ontario, CA 91761	432.00
1048-462-04	1102 E ELMA ST, Ontario, CA 91761	432.00
1048-462-15	1081 E NOCTA ST, Ontario, CA 91761	6,720.55
1048-462-16	1075 E NOCTA ST, Ontario, CA 91761	180.00
1048-463-06	1158 E D ST, Ontario, CA 91761	72.00
1048-463-40	1175 E ELMA ST, Ontario, CA 91761	180.00
1048-472-12	1160 E NOCTA ST, Ontario, CA 91761	720.00
1048-472-13	1164 E NOCTA ST, Ontario, CA 91761	720.00
1048-481-16	958 E NOCTA ST, Ontario, CA 91761	216.00
1048-481-19	1004 E NOCTA ST, Ontario, CA 91761	216.00
1048-481-20	1002 E NOCTA ST, Ontario, CA 91761	216.00
1048-491-15	1026 E D ST, Ontario, CA 91761	144.00
1048-491-33	1027 E ELMA ST, Ontario, CA 91761	180.00
1048-492-18	1020 E ELMA ST, Ontario, CA 91761	144.00
1048-502-09	747 E NOCTA ST, Ontario, CA 91761	360.00
1048-505-13	827 E NOCTA ST, Ontario, CA 91761	108.00
1048-505-19	312 N BERLYN AV, Ontario, CA 91761	180.00
1048-511-01	136 N CAMPUS AV, Ontario, CA 91761	933.55
1048-511-05	210 N CAMPUS AV, Ontario, CA 91761	180.00
1048-511-10	736 E NOCTA ST, Ontario, CA 91761	432.00
1048-512-04	730 E WILLOW ST, Ontario, CA 91761	108.00
1048-522-01	120 N SULTANA AV, Building:1, Ontario, CA 91764	72.00
1048-522-05	524 E SIERRA CT, Ontario, CA 91764	108.00
1048-525-02	640 E NOCTA ST, Ontario, CA 91761	51.00
1048-531-02	508 E D ST, Ontario, CA 91761	720.00
1048-532-27	505 E NOCTA ST, Ontario, CA 91761	72.00
1048-534-15	225 N CAMPUS AV, Ontario, CA 91764	521.00

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Parcel Number	Address	Amount Due
1048-534-18	643 E NOCTA ST, Ontario, CA 91761	341.00
1048-534-19	222 N MIRAMONTE AV, Ontario, CA 91761	341.00
1048-565-10	203 N EUCLID AV, Ontario, CA 91762	1,080.00
1048-572-11	422 W B ST, Ontario, CA 91762	161.00
1048-574-05	307 W B ST, Unit:1, Ontario, CA 91762	1,601.00
1048-575-05	307 W C ST, Ontario, CA 91762	332.00
1048-575-16	222 N FERN AV, Ontario, CA 91762	324.00
1048-581-03	306 N SAN ANTONIO AV, Unit:1, Ontario, CA 91762	3,024.00
1048-604-01	763 W B ST, Ontario, CA 91762	141.00
1049-011-08	769 W BROOKS ST, Ontario, CA 91762	110.00
1049-011-09	767 W BROOKS ST, Ontario, CA 91762	110.00
1049-021-09	549 W HOLT BL, Ontario, CA 91762	20.00
1049-022-22	536 W EMPORIA ST, Ontario, CA 91762	108.00
1049-022-30	612 W EMPORIA ST, Ontario, CA 91762	1,368.03
1049-057-05	112 S EUCLID AV, Building:1, Ontario, CA 91762	802.76
1049-093-16	134 S MALCOLM AV, Ontario, CA 91761	110.00
1049-101-05	730 E HOLT BL, Unit:1, Ontario, CA 91761	900.00
1049-101-10	756 E HOLT BL, Ontario, CA 91761	180.00
1049-101-34	767 E EMPORIA ST, Ontario, CA 91761	180.00
1049-102-18	824 E EMPORIA ST, Ontario, CA 91761	161.00
1049-121-26	225 S BON VIEW AV, Ontario, CA 91761	110.00
1049-121-27	223 S BON VIEW AV, Ontario, CA 91761	110.00
1049-121-28	221 S BON VIEW AV, Ontario, CA 91761	110.00
1049-122-13	0 E MAIN ST, Ontario, CA 91761	110.00
1049-122-15	956 E MAIN ST, Ontario, CA 91761	110.00
1049-131-04	918 E HOLT BL, Ontario, CA 91761	271.00
1049-141-24	1194 E HOLT BL, Ontario, CA 91761	161.00
1049-161-19	408 S GROVE AV, Ontario, CA 91761	324.00
1049-191-10	942 E STATE ST, Ontario, CA 91761	110.00
1049-194-10	1048 E STATE ST, Ontario, CA 91761	110.00
1049-194-12	1058 E STATE ST, Ontario, CA 91761	110.00
1049-194-13	1096 E STATE ST, Ontario, CA 91761	110.00
1049-194-20	1041 E WASHINGTON ST, Ontario, CA 91761	110.00
1049-196-02	1014 E JEFFERSON ST, Ontario, CA 91761	110.00
1049-196-03	1018 E JEFFERSON ST, Ontario, CA 91761	110.00
1049-201-04	519 S CAMPUS AV, Ontario, CA 91761	161.00
1049-203-18	0 E ONTARIO BL, Ontario, CA 91761	322.00
1049-203-22	532 S HOPE AV, Ontario, CA 91761	360.00
1049-204-05	840 E ONTARIO BL, Ontario, CA 91761	161.00
1049-204-08	844 E ONTARIO BL, Ontario, CA 91761	161.00
1049-221-27	532 E SUNKIST ST, Ontario, CA 91761	175.55
1049-232-20	560 E PARK ST, Ontario, CA 91761	271.00
1049-232-22	557 E SUNKIST ST, Ontario, CA 91761	4,597.95
1049-233-09	426 S CAMPUS AV, Ontario, CA 91761	271.00

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Parcel Number	Address	Amount Due
1049-242-03	521 S EUCLID AV, Ontario, CA 91761	180.00
1049-242-04	515 S EUCLID AV, Ontario, CA 91761	540.00
1049-245-01	302 E STATE ST, Ontario, CA 91761	110.00
1049-246-01	302 E PARK ST, Ontario, CA 91761	144.00
1049-246-09	520 S CHERRY AV, Ontario, CA 91761	360.00
1049-253-04	220 E SUNKIST ST, Ontario, CA 91761	720.00
1049-253-06	227 E NEVADA ST, Ontario, CA 91761	2,510.22
1049-253-09	215 E NEVADA ST, Ontario, CA 91761	110.00
1049-261-02	425 W SUNKIST ST, Ontario, CA 91762	468.35
1049-261-11	400 W NEVADA ST, Ontario, CA 91762	216.00
1049-265-03	215 W SUNKIST ST, Ontario, CA 91762	360.00
1049-266-03	215 W NEVADA ST, Ontario, CA 91762	180.00
1049-268-04	111 W NEVADA ST, Ontario, CA 91762	288.00
1049-271-11	420 W PARK ST, Ontario, CA 91762	540.00
1049-273-16	324 W PARK ST, Ontario, CA 91762	540.00
1049-275-08	216 W PARK ST, Ontario, CA 91762	360.00
1049-275-09	222 W PARK ST, Ontario, CA 91762	108.00
1049-276-12	214 W SUNKIST ST, Ontario, CA 91762	449.00
1049-282-23	640 W SUNKIST ST, Ontario, CA 91762	161.00
1049-291-07	633 W SUNKIST ST, Ontario, CA 91762	1,574.22
1049-291-12	611 W SUNKIST ST, Ontario, CA 91762	144.00
1049-291-25	646 W NEVADA ST, Ontario, CA 91762	72.00
1049-292-01	717 S SAN ANTONIO AV, Ontario, CA 91762	216.00
1049-301-06	720 W PARK ST, Ontario, CA 91762	161.00
1049-302-07	741 W PARK ST, Ontario, CA 91762	161.00
1049-302-08	735 W PARK ST, Ontario, CA 91762	161.00
1049-302-23	736 W SUNKIST ST, Ontario, CA 91762	1,057.35
1049-303-19	720 W NEVADA ST, Ontario, CA 91762	446.05
1049-312-04	0 W MISSION BL, Ontario, CA 91762	110.00
1049-312-05	745 W MISSION BL, Ontario, CA 91762	110.00
1049-333-03	211 W CARLTON ST, Ontario, CA 91762	216.00
1049-333-04	209 W CARLTON ST, Unit:A, Ontario, CA 91762	288.79
1049-334-23	410 W MAITLAND ST, Ontario, CA 91762	161.00
1049-362-03	736 E CALIFORNIA ST, Ontario, CA 91761	271.00
1049-367-15	920 S HOPE AV, Ontario, CA 91761	180.00
1049-368-10	836 S BON VIEW AV, Ontario, CA 91761	51.00
1049-368-16	924 S BON VIEW AV, Ontario, CA 91761	108.00
1049-382-03	1124 E CALIFORNIA ST, Ontario, CA 91761	161.00
1049-384-09	930 S GROVE AV, Ontario, CA 91761	271.00
1049-431-10	1211 S BON VIEW AV, Ontario, CA 91761	721.05
1049-431-16	1050 E BELMONT ST, Ontario, CA 91761	161.00
1049-441-22	1032 S GREENWOOD AV, Ontario, CA 91761	216.00
1049-451-20	1009 S CAMPUS AV, Ontario, CA 91761	110.00
1049-461-04	824 E BELMONT ST, Ontario, CA 91761	299.55

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Exhibit A - Costs Associated with Inspection or Abatement

Parcel Number	Address	Amount Due
1049-461-10	1224 S BON VIEW AV, Ontario, CA 91761	288.00
1049-461-15	825 E WOODLAWN ST, Unit:A, Ontario, CA 91761	4,401.65
1049-462-01	808 E WOODLAWN ST, Ontario, CA 91761	72.00
1049-491-03	544 E BELMONT ST, Ontario, CA 91761	110.00
1049-492-28	1345 S MONTEREY AV, Ontario, CA 91761	108.00
1049-492-39	1314 S PLEASANT AV, Ontario, CA 91761	180.00
1049-495-01	1415 S PLEASANT AV, Ontario, CA 91761	233.00
1049-502-04	618 E MAITLAND ST, Ontario, CA 91761	483.00
1049-502-13	1030 S CAMPUS AV, Ontario, CA 91761	305.00
1049-503-06	624 E RALSTON ST, Ontario, CA 91761	108.00
1049-503-11	642 E RALSTON ST, Ontario, CA 91761	216.00
1049-503-13	1104 S CAMPUS AV, Ontario, CA 91761	180.00
1049-514-04	314 E RALSTON ST, Ontario, CA 91761	360.00
1049-514-25	325 E BELMONT ST, Ontario, CA 91761	180.00
1049-514-33	409 E BELMONT ST, Unit:A, Ontario, CA 91761	360.00
1049-521-20	1227 S EUCLID AV, Ontario, CA 91761	360.00
1049-531-04	1315 S EUCLID AV, Ontario, CA 91761	141.00
1049-531-05	1309 S EUCLID AV, Ontario, CA 91761	216.00
1049-532-10	220 E ACACIA ST, Ontario, CA 91761	144.00
1049-551-03	1225 S VINE AV, Ontario, CA 91762	180.00
1049-551-04	1217 S VINE AV, Ontario, CA 91762	360.00
1049-551-05	1211 S VINE AV, Ontario, CA 91762	360.00
1049-551-06	1205 S VINE AV, Ontario, CA 91762	360.00
1049-551-07	1201 S VINE AV, Ontario, CA 91762	720.00
1049-551-08	415 W BELMONT ST, Unit:A, Ontario, CA 91762	360.00
1049-551-09	411 W BELMONT ST, Unit:A, Ontario, CA 91762	360.00
1049-551-10	407 W BELMONT ST, Unit:A, Ontario, CA 91762	360.00
1049-551-11	401 W BELMONT ST, Unit:B, Ontario, CA 91762	180.00
1049-551-12	403 W BELMONT ST, Unit:A, Ontario, CA 91762	521.00
1049-551-13	409 W BELMONT ST, Unit:A, Ontario, CA 91762	360.00
1049-551-14	413 W BELMONT ST, Unit:A, Ontario, CA 91762	360.00
1049-551-15	417 W BELMONT ST, Unit:A, Ontario, CA 91762	360.00
1049-551-16	419 W BELMONT ST, Ontario, CA 91762	180.00
1049-551-18	405 W BELMONT ST, Unit:A, Ontario, CA 91762	360.00
1049-551-21	309 W BELMONT ST, Ontario, CA 91762	108.00
1049-551-24	1222 S PALM AV, Ontario, CA 91762	216.00
1049-551-28	322 W PHILLIPS ST, Ontario, CA 91762	180.00
1049-551-30	404 W PHILLIPS ST, Ontario, CA 91762	540.00
1049-562-03	1119 S VINE AV, Ontario, CA 91762	108.00
1049-572-14	608 W BELMONT ST, Ontario, CA 91762	648.00
1049-581-23	744 W RALSTON ST, Unit:A, Ontario, CA 91762	288.00
1049-581-24	750 W RALSTON ST, Ontario, CA 91762	288.00
1049-582-24	753 W RALSTON ST, Ontario, CA 91762	288.00
1049-591-03	1239 S SAN ANTONIO AV, Ontario, CA 91762	216.00

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Parcel Number	Address	Amount Due
1049-591-18	613 W BELMONT ST, Ontario, CA 91762	563.05
1049-591-26	608 W PHILLIPS ST, Ontario, CA 91762	72.00
1049-592-16	517 W BELMONT ST, Ontario, CA 91762	180.00
1050-013-09	710 W EUCALYPTUS CT, Ontario, CA 91762	72.00
1050-013-21	628 W SONOMA CT, Ontario, CA 91762	2,798.85
1050-013-37	704 W MONTEZUMA CT, Ontario, CA 91762	36.00
1050-051-01	1420 S EUCLID AV, Unit:A, Ontario, CA 91762	161.00
1050-061-14	125 W ELM ST, Ontario, CA 91762	161.00
1050-061-21	1526 S EUCLID AV, Ontario, CA 91762	110.00
1050-071-16	170 E DE ANZA CI, Ontario, CA 91761	180.00
1050-071-25	236 E DE ANZA CI, Ontario, CA 91761	141.00
1050-071-58	1507 S EUCLID AV, Ontario, CA 91761	1,080.00
1050-081-04	130 E BUDD ST, Ontario, CA 91761	144.00
1050-081-05	202 E BUDD ST, Ontario, CA 91761	36.00
1050-081-06	214 E BUDD ST, Ontario, CA 91761	72.00
1050-091-21	1425 S SULTANA AV, Ontario, CA 91761	108.00
1050-092-04	1549 S PLEASANT AV, Ontario, CA 91761	161.00
1050-092-14	1463 S PLEASANT AV, Ontario, CA 91761	108.00
1050-092-24	1426 S MONTEREY AV, Ontario, CA 91761	963.82
1050-092-41	1550 S MONTEREY AV, Ontario, CA 91761	1,158.27
1050-093-05	1543 S MONTEREY AV, Ontario, CA 91761	2,972.66
1050-121-08	1510 S BON VIEW AV, Building:1, Ontario, CA 91761	619.55
1050-233-02	1650 S CAMPUS AV, Unit:57, Ontario, CA 91761	36.00
1050-233-35	1650 S CAMPUS AV, Unit:60, Ontario, CA 91761	36.00
1050-234-02	1650 S CAMPUS AV, Unit:2, Ontario, CA 91761	72.00
1050-234-42	1650 S CAMPUS AV, Unit:42, Ontario, CA 91761	72.00
1050-251-01	1727 S EUCLID AV, Ontario, CA 91761	8,755.47
1050-251-22	423 E FRANCIS ST, Ontario, CA 91761	108.00
1050-261-20	1613 S EUCLID AV, Ontario, CA 91761	286.55
1050-271-19	1632 S PALM AV, Ontario, CA 91762	161.00
1050-272-01	1658 S EUCLID AV, Ontario, CA 91762	271.00
1050-272-20	1652 S EUCLID AV, Ontario, CA 91762	110.00
1050-282-03	1712 S PALM AV, Ontario, CA 91762	1,778.00
1050-283-03	1706 S LAUREL AV, Ontario, CA 91762	180.00
1050-301-09	509 W LOCUST ST, Ontario, CA 91762	3,136.53
1050-301-12	453 W LOCUST ST, Ontario, CA 91762	1,495.35
1050-311-20	758 W BUCCANEER CT, Ontario, CA 91762	161.00
1050-341-16	624 W CEDAR ST, Ontario, CA 91762	161.00
1050-352-20	1926 S BONITA AV, Ontario, CA 91762	180.00
1050-361-08	1844 S FERN AV, Ontario, CA 91762	108.00
1050-361-18	1952 S FERN AV, Ontario, CA 91762	72.00
1050-361-40	453 W GREVILLEA ST, Ontario, CA 91762	161.00
1050-371-03	1843 S FERN AV, Ontario, CA 91762	72.00
1050-371-20	319 W FRANCIS ST, Ontario, CA 91762	432.00

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Parcel Number	Address	Amount Due
1050-381-06	1930 S EUCLID AV, Ontario, CA 91762	161.00
1050-381-09	1918 S EUCLID AV, Ontario, CA 91762	432.00
1050-401-09	210 E FRANCIS ST, Ontario, CA 91761	72.00
1050-401-26	325 E GREVILLEA ST, Ontario, CA 91761	101.55
1050-421-03	1900 S CAMPUS AV, Bldg:10, Unit:A, Ontario, CA 91761	27,324.00
1050-441-32	1926 S BON VIEW AV, Ontario, CA 91761	110.00
1050-441-33	1926 S BON VIEW AV, Ontario, CA 91761	110.00
1050-441-34	1926 S BON VIEW AV, Ontario, CA 91761	110.00
1050-441-35	1926 S BON VIEW AV, Ontario, CA 91761	110.00
1050-441-36	1926 S BON VIEW AV, Ontario, CA 91761	110.00
1050-441-37	1926 S BON VIEW AV, Ontario, CA 91761	110.00
1050-441-38	1918 S BON VIEW AV, Ontario, CA 91761	110.00
1050-441-39	1918 S BON VIEW AV, Ontario, CA 91761	110.00
1050-441-40	1918 S BON VIEW AV, Ontario, CA 91761	110.00
1050-441-41	1918 S BON VIEW AV, Ontario, CA 91761	110.00
1050-441-42	1918 S BON VIEW AV, Ontario, CA 91761	110.00
1050-441-43	1918 S BON VIEW AV, Ontario, CA 91761	110.00
1050-441-44	1918 S BON VIEW AV, Ontario, CA 91761	110.00
1050-441-45	1918 S BON VIEW AV, Ontario, CA 91761	110.00
1050-441-46	1918 S BON VIEW AV, Ontario, CA 91761	110.00
1050-441-47	1918 S BON VIEW AV, Ontario, CA 91761	110.00
1050-441-48	1922 S BON VIEW AV, Ontario, CA 91761	110.00
1050-441-49	1922 S BON VIEW AV, Ontario, CA 91761	110.00
1050-441-50	1922 S BON VIEW AV, Ontario, CA 91761	110.00
1050-441-51	1922 S BON VIEW AV, Ontario, CA 91761	110.00
1050-441-52	1922 S BON VIEW AV, Ontario, CA 91761	110.00
1050-441-53	1922 S BON VIEW AV, Ontario, CA 91761	110.00
1050-441-54	1922 S BON VIEW AV, Ontario, CA 91761	110.00
1050-441-55	1922 S BON VIEW AV, Ontario, CA 91761	110.00
1050-441-56	1922 S BON VIEW AV, Ontario, CA 91761	110.00
1050-441-57	1922 S BON VIEW AV, Ontario, CA 91761	110.00
1050-441-58	1922 S BON VIEW AV, Ontario, CA 91761	110.00
1050-441-59	1922 S BON VIEW AV, Ontario, CA 91761	110.00
1050-441-60	1922 S BON VIEW AV, Ontario, CA 91761	110.00
1050-441-61	1922 S BON VIEW AV, Ontario, CA 91761	110.00
1050-441-62	1922 S BON VIEW AV, Ontario, CA 91761	110.00
1050-531-20	828 E SPRUCE ST, Ontario, CA 91761	180.00
1050-531-51	2105 S PHOENIX PL, Ontario, CA 91761	108.00
1050-542-66	2003 S CAMPUS AV, Unit:C, Ontario, CA 91761	108.00
1050-542-68	2003 S CAMPUS AV, Unit:E, Ontario, CA 91761	180.00
1050-542-84	731 E BOXWOOD CT, Ontario, CA 91761	341.00
1050-543-14	2038 S BON VIEW AV, Unit:E, Ontario, CA 91761	72.00
1050-543-17	2038 S BON VIEW AV, Unit:B, Ontario, CA 91761	36.00
1050-543-59	2036 S BON VIEW AV, Unit:A, Ontario, CA 91761	108.00

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Parcel Number	Address	Amount Due
1050-544-03	840 E CEDAR ST, Unit:A, Ontario, CA 91761	66.00
1050-571-03	2141 S EUCLID AV, Ontario, CA 91761	108.00
1050-571-19	302 E SPRUCE ST, Ontario, CA 91761	72.00
1050-581-08	2019 S EUCLID AV, Ontario, CA 91761	108.00
1050-582-36	2050 S CHERRY AV, Ontario, CA 91761	1,443.03
1050-583-02	2057 S CONCORD AV, Ontario, CA 91761	161.00
1050-583-05	2033 S CONCORD AV, Ontario, CA 91761	161.00
1050-601-23	2109 S FERN AV, Ontario, CA 91762	108.00
1050-614-03	2118 S FERN AV, Ontario, CA 91762	1,109.78
1050-651-05	1459 S EUCLID AV, Unit:5, Ontario, CA 91761	180.00
1050-651-10	1459 S EUCLID AV, Unit:30, Ontario, CA 91761	216.00
1050-661-19	1459 S EUCLID AV, Unit:27, Ontario, CA 91761	72.00
1051-011-50	2232 S HICKORY PL, Ontario, CA 91762	180.00
1051-041-05	507 W PHILADELPHIA ST, Ontario, CA 91762	161.00
1051-041-26	2221 S SAN ANTONIO AV, Ontario, CA 91762	664.05
1051-091-71	647 E SANDERLING ST, Ontario, CA 91761	72.00
1051-121-29	2241 S TAYLOR PL, Ontario, CA 91761	483.00
1051-121-39	2247 S HOPE PL, Ontario, CA 91761	324.00
1051-131-40	2325 S BON VIEW AV, Ontario, CA 91761	180.00
1051-132-91	2220 S GREENWOOD PL, Unit:B, Ontario, CA 91761	180.00
1051-171-23	2441 S RAYMOND PL, Ontario, CA 91761	4.00
1051-171-37	2419 S CUCAMONGA AV, Ontario, CA 91761	233.00
1051-171-41	2424 S GROVE AV, Ontario, CA 91761	271.00
1051-181-36	1020 E OAK HILL ST, Ontario, CA 91761	144.00
1051-201-10	2436 S PLEASANT AV, Ontario, CA 91761	161.00
1051-201-39	519 E FAIRFIELD CT, Ontario, CA 91761	1,703.14
1051-201-65	661 E FAIRFIELD CT, Ontario, CA 91761	567.82
1051-221-12	147 W GEYER CT, Ontario, CA 91762	161.00
1051-221-15	131 W GEYER CT, Ontario, CA 91762	180.00
1051-271-65	320 W WALNUT ST, Unit:40, Ontario, CA 91762	72.00
1051-301-59	2533 S CALDWELL PL, Ontario, CA 91761	72.00
1051-321-26	2533 S RAYMOND PL, Ontario, CA 91761	161.00
1051-331-20	2621 S PARKSIDE DR, Ontario, CA 91761	216.00
1051-341-81	2731 S CUCAMONGA AV, Ontario, CA 91761	72.00
1051-351-38	1014 E HAZELTINE CT, Ontario, CA 91761	180.00
1051-361-07	933 E BERMUDA DUNES ST, Ontario, CA 91761	72.00
1051-421-50	308 E BLUE JAY WY, Ontario, CA 91761	161.00
1051-421-65	2660 S SULTANA AV, Ontario, CA 91761	180.00
1051-421-81	2715 S CONCORD AV, Ontario, CA 91761	835.50
1051-441-53	320 W ST. ANDREWS ST, Ontario, CA 91762	144.00
1051-541-08	2856 S BON VIEW AV, Ontario, CA 91761	108.00
1051-541-50	2874 S PHOENIX AV, Ontario, CA 91761	72.00
1053-361-01	7721 E EDISON AV, Ontario, CA 91710	161.00
1054-161-03	8551 E EUCALYPTUS AV, Ontario, CA 91710	36.00

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Parcel Number	Address	Amount Due
1083-031-39	2640 E BROOKSIDE ST, Ontario, CA 91761	72.00
1083-041-31	2846 S COLONIAL AV, Ontario, CA 91761	180.00
1083-041-41	2834 S SEA ISLAND TR, Ontario, CA 91761	341.00
1083-071-20	0 S ARCHIBALD AV, Ontario, CA 91761	110.00
1083-111-15	2443 S NORTH SHORES PL, Ontario, CA 91761	829.07
1083-141-53	3121 E CRYSTAL LAKE RD, Ontario, CA 91761	161.00
1083-161-31	3338 E ANTLER RD, Ontario, CA 91761	144.00
1083-162-07	3258 E CANARY CT, Ontario, CA 91761	252.00
1083-172-08	3424 E EVERGREEN DR, Ontario, CA 91761	108.00
1083-211-36	2929 S CEDAR RIDGE PL, Ontario, CA 91761	72.00
1083-221-11	3014 E WALNUT ST, Ontario, CA 91761	72.00
1083-321-01	2249 S HAVEN AV, Building:11, Ontario, CA 91761	161.00
1083-371-48	3640 E BIG CREEK RD, Ontario, CA 91761	72.00
1083-393-21	3633 E OAK CREEK DR, Unit:D, Ontario, CA 91761	180.00
1083-393-45	2825 S Tuolumne Pl, Unit:B, Ontario, CA 91761	72.00
1083-393-63	3641 E OAK CREEK DR, Unit:D, Ontario, CA 91761	180.00
1083-393-66	3641 E OAK CREEK DR, Unit:G, Ontario, CA 91761	108.00
1083-393-75	3647 E OAK CREEK DR, Unit:H, Ontario, CA 91761	180.00
1083-442-16	3719 E OAK CREEK DR, Unit:C, Ontario, CA 91761	108.00
1083-442-43	3701 E OAK CREEK DR, Unit:F, Ontario, CA 91761	108.00
1083-442-55	3734 E OAK CREEK DR, Unit:B, Ontario, CA 91761	108.00
1083-451-01	3642 S OAK CREEK DR, Unit:A, Ontario, CA 91761	108.00
1083-451-09	3702 E OAK CREEK DR, Unit:E, Ontario, CA 91761	180.00
1083-451-66	3733 E COUNTRY OAKS LP, Unit:B, Ontario, CA 91761	36.00
1083-471-87	3981 E KLAMATH RIVER DR, Ontario, CA 91761	72.00
		299,241.24

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Exhibit B - Civil Penalties and/or Fines for Continued Violations

Parcel Number	Address	Amount Due
0108-304-24	1364 E BONNIE BRAE ST, Ontario, CA 91764	400.00
0108-493-53	1509 N CORONA AV, Ontario, CA 91764	840.00
0108-611-02	1340 E SEVENTH ST, Ontario, CA 91764	320.00
0110-411-31	626 N MADERA AV, Ontario, CA 91764	220.00
0110-412-12	1642 E FLORA ST, Ontario, CA 91764	170.00
0210-321-02	2051 E FIFTH ST, Ontario, CA 91764	120.00
0216-341-61	2409 S GROVE AV, Building:1, Ontario, CA 91761	150.00
0238-211-55	800 S ROCHESTER AV, Unit:D, Ontario, CA 91761	120.00
1008-461-14	934 W BONNIE BRAE CT, Ontario, CA 91762	200.00
1010-101-20	1412 W ROSEWOOD CT, Ontario, CA 91762	400.00
1010-154-14	916 W I ST, Ontario, CA 91762	640.00
1010-533-16	1219 W HOLLOWELL ST, Ontario, CA 91762	100.00
1011-191-03	534 S MOUNTAIN AV, Building:3, Ontario, CA 91762	120.00
1011-382-05	834 S PALMETTO AV, Ontario, CA 91762	490.00
1011-421-17	1317 W RALSTON ST, Ontario, CA 91762	320.00
1014-101-22	1442 W EUCALYPTUS CT, Ontario, CA 91762	490.00
1014-181-18	1740 S BRIAR AV, Ontario, CA 91762	420.00
1015-121-18	2240 S FUCHSIA AV, Ontario, CA 91762	120.00
1047-302-01	767 W LA DENEY DR, Ontario, CA 91762	100.00
1047-354-05	332 E LA DENEY DR, Ontario, CA 91764	220.00
1047-361-17	1316 N EUCLID AV, Ontario, CA 91764	120.00
1047-412-11	1305 N COUNCIL AV, Ontario, CA 91764	320.00
1048-201-13	750 E EL MORADO CT, Ontario, CA 91764	760.00
1048-283-26	611 W EL MORADO CT, Ontario, CA 91762	200.00
1048-362-08	516 N EUCLID AV, Building:2, Ontario, CA 91764	20.00
1048-492-49	941 E NOCTA ST, Ontario, CA 91761	840.00
1049-022-18	222 S VINE AV, Ontario, CA 91762	200.00
1049-312-11	722 W CARLTON ST, Ontario, CA 91762	80.00
1049-591-27	612 W PHILLIPS ST, Ontario, CA 91762	20,000.00
1050-051-18	318 W ELM ST, Ontario, CA 91762	640.00
1051-011-19	727 W MONTICELLO ST, Ontario, CA 91762	120.00
1051-011-76	625 W PHILADELPHIA ST, Ontario, CA 91762	220.00
1083-452-16	3723 E YUBA RIVER DR, Ontario, CA 91761	13,000.00
		42,480.00

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Exhibit C - Total Amounts per Parcel

Parcel Number	Address	Amount Due
0108-301-14	1310 N GROVE AV, Ontario, CA 91764	180.00
0108-303-21	1383 E BONNIE BRAE ST, Ontario, CA 91764	180.00
0108-303-23	1367 E BONNIE BRAE ST, Ontario, CA 91764	180.00
0108-304-24	1364 E BONNIE BRAE ST, Ontario, CA 91764	885.88
0108-412-19	1728 N DEL NORTE AV, Ontario, CA 91764	180.00
0108-413-07	1432 E HIGHLAND CT, Ontario, CA 91764	180.00
0108-442-06	1368 E SIXTH ST, Ontario, CA 91764	180.00
0108-442-26	1435 N DEL NORTE CT, Ontario, CA 91764	61.00
0108-443-01	1406 N AMADOR AV, Ontario, CA 91764	55.00
0108-481-19	0 E OLIVE ST, Ontario, CA 91764	110.00
0108-481-20	0 E OLIVE ST, Ontario, CA 91764	110.00
0108-481-21	0 E OLIVE ST, Ontario, CA 91764	110.00
0108-481-22	0 E OLIVE ST, Ontario, CA 91764	110.00
0108-481-23	0 E OLIVE ST, Ontario, CA 91764	110.00
0108-481-24	0 E OLIVE ST, Ontario, CA 91764	110.00
0108-481-25	0 E OLIVE ST, Ontario, CA 91764	110.00
0108-481-26	0 E OLIVE ST, Ontario, CA 91764	110.00
0108-481-27	0 E OLIVE ST, Ontario, CA 91764	110.00
0108-493-13	1504 N MADERA AV, Ontario, CA 91764	1,456.09
0108-493-37	1521 N MARIPOSA AV, Ontario, CA 91764	880.99
0108-493-53	1509 N CORONA AV, Ontario, CA 91764	840.00
0108-501-29	1211 N EL DORADO AV, Ontario, CA 91764	2,160.00
0108-523-09	1310 N LAKE AV, Ontario, CA 91764	108.00
0108-524-08	1343 N LAKE AV, Ontario, CA 91764	180.00
0108-541-18	1647 E PRINCETON ST, Ontario, CA 91764	1,107.16
0108-541-19	1646 E YALE ST, Ontario, CA 91764	2,228.90
0108-543-04	1223 N MANDALAY ST, Ontario, CA 91764	180.00
0108-551-35	1725 E FOURTH ST, Ontario, CA 91764	161.00
0108-571-07	1673 E SEVENTH ST, Ontario, CA 91764	108.00
0108-573-19	1750 N MADERA AV, Ontario, CA 91764	180.00
0108-611-02	1340 E SEVENTH ST, Ontario, CA 91764	481.00
0108-611-08	1380 E SEVENTH ST, Ontario, CA 91764	161.00
0108-612-16	1604 N EL DORADO AV, Ontario, CA 91764	322.00
0108-622-43	1823 N SACRAMENTO AV, Ontario, CA 91764	36.00
0108-631-72	1846 E TRINITY LP, Ontario, CA 91764	108.00
0110-013-67	1235 E D ST, Unit:18, Ontario, CA 91764	180.00
0110-021-15	346 N PLACER PRIVADO, Ontario, CA 91761	108.00
0110-042-14	1431 E ELMA CT, Unit:A, Ontario, CA 91761	432.00
0110-042-16	1411 E ELMA CT, Unit:A, Ontario, CA 91761	654.95
0110-042-26	1468 E ELMA CT, Unit:A, Ontario, CA 91761	576.00
0110-042-27	1467 E ELMA CT, Unit:A, Ontario, CA 91761	432.00
0110-042-28	1468 E D ST, Unit:A, Ontario, CA 91761	288.00
0110-042-32	1437 E ELMA CT, Unit:A, Ontario, CA 91761	144.00
0110-051-23	1223 E NOCTA ST, Ontario, CA 91761	72.00

City of Ontario
Code Enforcement Department
2018/2019 Tax Roll Year Special Assessments
Exhibit C - Total Amounts per Parcel

Parcel Number	Address	Amount Due
0110-051-53	1240 E D ST, Ontario, CA 91761	72.00
0110-061-01	1375 E HOLT BL, Ontario, CA 91761	161.00
0110-071-02	1389 E HOLT BL, Ontario, CA 91761	271.00
0110-071-06	1381 E HOLT BL, Ontario, CA 91761	110.00
0110-071-07	1381 E HOLT BL, Ontario, CA 91761	110.00
0110-072-17	126 N LASSEN PL, Ontario, CA 91761	324.00
0110-111-12	1660 E HOLT BL, Ontario, CA 91761	161.00
0110-153-01	1231 E G ST, Ontario, CA 91764	651.55
0110-163-13	1022 N CALAVERAS AV, Ontario, CA 91764	161.00
0110-202-22	1311 E FRESNO ST, Ontario, CA 91764	180.00
0110-203-12	1018 N GLENN AVE, Ontario, CA 91764	1,153.50
0110-211-31	733 N DEL NORTE AV, Ontario, CA 91764	72.00
0110-242-15	1757 E FLORA ST, Ontario, CA 91764	108.00
0110-301-09	1828 E PRINCETON ST, Ontario, CA 91764	102.98
0110-332-01	1802 E FOURTH ST, Unit:A, Ontario, CA 91764	720.00
0110-332-02	1808 E FOURTH ST, Unit:A, Ontario, CA 91764	720.00
0110-341-01	1055 N MARIPOSA AV, Ontario, CA 91764	72.00
0110-343-04	1778 E FOURTH ST, Ontario, CA 91764	720.00
0110-347-01	944 N MARIPOSA AV, Ontario, CA 91764	161.00
0110-363-01	906 N SAN DIEGO AV, Ontario, CA 91764	180.00
0110-363-08	905 N VINEYARD AV, Ontario, CA 91764	144.00
0110-365-02	935 N SACRAMENTO AV, Ontario, CA 91764	36.00
0110-373-10	1837 E PLAZA SERENA ST, Ontario, CA 91764	180.00
0110-374-14	857 N VINEYARD AV, Ontario, CA 91764	216.00
0110-411-04	630 N MARIPOSA AV, Ontario, CA 91764	108.00
0110-411-31	626 N MADERA AV, Ontario, CA 91764	220.00
0110-411-75	1719 E FLORA ST, Ontario, CA 91764	72.00
0110-412-12	1642 E FLORA ST, Ontario, CA 91764	170.00
0110-424-09	921 N LASSEN AV, Ontario, CA 91764	1,571.86
0110-481-51	1322 N CORONA AV, Ontario, CA 91764	436.23
0110-491-03	1357 N VINEYARD AV, Ontario, CA 91764	144.00
0110-491-10	1352 N SAN DIEGO AV, Ontario, CA 91764	194.61
0110-501-09	1321 N VINEYARD AV, Ontario, CA 91764	108.00
0110-514-03	716 N BAKER AV, Ontario, CA 91764	162.05
0113-351-09	1166 S MILDRED AV, Ontario, CA 91761	555.93
0113-361-54	1401 S GROVE AV, Ontario, CA 91761	110.00
0113-414-13	1625 S BAKER AV, Ontario, CA 91761	110.00
0113-461-09	1401 E CEDAR ST, Building:1, Unit:D, Ontario, CA 91761	161.00
0113-501-01	2812 S DIVERSA DR, Ontario, CA 91761	714.50
0113-521-04	1901 E BERMUDA DUNES CT, Ontario, CA 91761	144.00
0113-533-12	2532 S BALBOA AV, Ontario, CA 91761	999.32
0113-541-27	2701 S WHISPERING LAKES CT, Ontario, CA 91761	740.18
0113-551-17	2809 E DORAL CT, Ontario, CA 91761	1,222.05
0113-564-04	1916 E MERION DR, Ontario, CA 91761	1,138.41

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Exhibit C - Total Amounts per Parcel

Parcel Number	Address	Amount Due
0113-564-24	2905 S SPYGLASS CT, Ontario, CA 91761	161.00
0113-641-05	2133 S GREEN PRIVADO, Ontario, CA 91761	161.00
0209-351-05	1902 E SEVENTH ST, Ontario, CA 91764	180.00
0209-351-29	1937 E HIGHLAND CT, Ontario, CA 91764	161.00
0209-371-21	2027 E DEODAR ST, Ontario, CA 91764	108.00
0209-381-05	2132 E ALONDRA ST, Ontario, CA 91764	180.00
0209-381-67	1542 N HACIENDA DR, Ontario, CA 91764	180.00
0209-421-49	1842 N VINEYARD AV, Unit:D, Ontario, CA 91764	180.00
0209-421-78	1850 N VINEYARD AV, Unit:F, Ontario, CA 91764	180.00
0210-041-64	1453 N SAN DIEGO PL, Ontario, CA 91764	161.00
0210-193-14	3480 E SHELBY ST, Ontario, CA 91764	885.00
0210-291-21	1735 E LA DENEY DR, Ontario, CA 91764	180.00
0210-292-22	1729 E HAWTHORNE ST, Ontario, CA 91764	108.00
0210-301-04	1927 E LA DENEY CT, Ontario, CA 91764	1,007.55
0210-301-29	1421 N BALBOA AV, Ontario, CA 91764	180.00
0210-301-46	2044 E HAWTHORNE CT, Ontario, CA 91764	322.00
0210-301-62	1433 N CARLOS PL, Ontario, CA 91764	36.00
0210-321-02	2051 E FIFTH ST, Ontario, CA 91764	281.00
0210-321-56	2015 E FIFTH ST, Ontario, CA 91764	36.00
0210-321-63	1324 N BALBOA AV, Ontario, CA 91764	108.00
0210-331-30	1360 N HACIENDA DR, Ontario, CA 91764	108.00
0210-341-44	1348 N DEL RIO WY, Ontario, CA 91764	216.00
0210-351-26	1949 E YALE ST, Ontario, CA 91764	72.00
0210-351-32	1948 E FIFTH ST, Ontario, CA 91764	180.00
0210-352-63	2042 E YALE ST, Unit:B, Ontario, CA 91764	180.00
0210-353-25	2008 E FIFTH ST, Ontario, CA 91764	108.00
0210-354-02	2035 E YALE ST, Ontario, CA 91764	36.00
0210-354-06	2043 E YALE ST, Ontario, CA 91764	108.00
0210-411-02	731 N CENTER AV, Unit:1, Ontario, CA 91764	144.00
0210-411-15	3241 E TRIUMPH LN, Unit:1, Ontario, CA 91764	288.00
0210-411-22	3104 E JAGUAR WY, Unit:1, Ontario, CA 91764	432.00
0210-411-46	3124 E JAGUAR WY, Unit:A, Ontario, CA 91764	288.00
0210-421-35	904 N TURNER AV, Bldg:3, Unit:18, Ontario, CA 91764	180.00
0210-431-56	1028 N TURNER AV, Bldg:26, Unit:147, Ontario, CA 91764	72.00
0210-431-88	1050 N TURNER AV, Bldg:31, Unit:178, Ontario, CA 91764	176.49
0210-432-68	1008 N TURNER AV, Bldg:44, Unit:263, Ontario, CA 91764	108.00
0210-433-09	1002 N TURNER AV, Bldg:47, Unit:279, Ontario, CA 91764	180.00
0211-232-38	0 S MILLIKEN AV, Ontario, CA 91761	110.00
0211-263-32	0 S HAVEN AV, Ontario, CA 91761	161.00
0211-263-38	0 S METRO WY, Ontario, CA 91761	161.00
0211-263-39	0 E FRANCIS ST, Ontario, CA 91761	161.00
0211-263-40	0 S EXCISE AV, Ontario, CA 91761	161.00
0216-172-12	8408 E CHINO AV, Ontario, CA 91761	912.05
0216-312-04	8451 E SCHAEFER AV, Ontario, CA 91761	108.00

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Parcel Number	Address	Amount Due
0216-331-63	1626 E BERMUDA DUNES ST, Ontario, CA 91761	161.00
0216-341-61	2409 S GROVE AV, Building:1, Ontario, CA 91761	150.00
0216-361-22	2407 S PARCO AV, Ontario, CA 91761	72.00
0216-361-51	1476 E FAIRFIELD CT, Ontario, CA 91761	161.00
0216-361-52	1478 E FAIRFIELD CT, Ontario, CA 91761	108.00
0216-361-67	1483 E FAIRFIELD CT, Ontario, CA 91761	341.00
0216-401-27	2520 S QUAKER RIDGE PL, Ontario, CA 91761	72.00
0216-401-63	2448 S VINEYARD AV, Bldg:2, Unit:101, Ontario, CA 91761	161.00
0216-421-34	1507 E OAK HILL CT, Ontario, CA 91761	269.00
0216-421-60	1607 E FAIRFIELD ST, Unit:1, Ontario, CA 91761	720.00
0216-441-26	2719 S DEL NORTE AV, Ontario, CA 91761	180.00
0216-441-36	1302 E ST. ANDREWS ST, Ontario, CA 91761	108.00
0216-461-06	1218 E DORAL CT, Ontario, CA 91761	180.00
0216-471-21	2904 S DEL NORTE PL, Ontario, CA 91761	72.00
0216-481-03	1431 E DEERFIELD ST, Ontario, CA 91761	108.00
0216-481-73	1491 E DEERFIELD ST, Ontario, CA 91761	970.60
0218-211-17	0 S MILLIKEN AV, Ontario, CA 91761	110.00
0218-211-24	0 S MILLIKEN AV, Ontario, CA 91761	110.00
0218-211-25	13832 S MILLIKEN AV, Ontario, CA 91761	110.00
0218-211-27	13744 S MILLIKEN AV, Ontario, CA 91761	110.00
0218-741-35	3510 S ARCADIAN SHORES AV, Ontario, CA 91761	161.00
0218-752-04	3533 S OLD ARCHIBALD RANCH RD, Ontario, CA 91761	161.00
0218-761-73	3693 S BURNING TREE DR, Ontario, CA 91761	1,692.72
0218-771-49	3722 S MUSTANG DR, Ontario, CA 91761	1,255.49
0218-791-02	3708 S WRANGLER PL, Ontario, CA 91761	108.00
0218-791-60	2820 E BIG RANGE RD, Ontario, CA 91761	36.00
0218-801-72	3740 S PALOMINO PL, Ontario, CA 91761	72.00
0218-811-22	2801 E LONGHORN ST, Ontario, CA 91761	180.00
0218-843-05	3033 E BLACK HORSE DR, Ontario, CA 91761	36.00
0238-211-55	800 S ROCHESTER AV, Unit:D, Ontario, CA 91761	120.00
1008-291-36	1517 N JASMINE CT, Ontario, CA 91762	108.00
1008-413-01	1551 W LA DENEY DR, Ontario, CA 91762	322.00
1008-421-09	1312 N BENSON AV, Ontario, CA 91762	161.00
1008-422-01	1359 N HELEN AV, Ontario, CA 91762	161.00
1008-441-04	1354 W LA DENEY DR, Ontario, CA 91762	108.00
1008-442-29	1321 W SIXTH ST, Ontario, CA 91762	180.00
1008-443-06	1229 W SIXTH ST, Ontario, CA 91762	72.00
1008-443-25	1354 N ELDERBERRY AV, Ontario, CA 91762	180.00
1008-461-14	934 W BONNIE BRAE CT, Ontario, CA 91762	200.00
1008-471-12	1042 W LA DENEY DR, Ontario, CA 91762	161.00
1008-481-04	824 W LA DENEY DR, Ontario, CA 91762	161.00
1008-491-03	810 W BONNIE BRAE CT, Ontario, CA 91762	180.00
1008-502-16	867 W FIFTH ST, Ontario, CA 91762	161.00
1008-502-19	849 W FIFTH ST, Ontario, CA 91762	72.00

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Exhibit C - Total Amounts per Parcel

Parcel Number	Address	Amount Due
1008-511-13	950 W HARVARD PL, Ontario, CA 91762	108.00
1008-512-21	853 W PRINCETON ST, Ontario, CA 91762	180.00
1008-521-06	1130 W FOURTH ST, Unit:2, Ontario, CA 91762	8,100.00
1008-552-03	1318 W HARVARD PL, Ontario, CA 91762	108.00
1008-571-34	1550 W HARVARD PL, Ontario, CA 91762	161.00
1008-572-24	1504 W FOURTH ST, Ontario, CA 91762	762.05
1010-101-20	1412 W ROSEWOOD CT, Ontario, CA 91762	400.00
1010-104-08	1015 N FUCHSIA AV, Ontario, CA 91762	108.00
1010-131-22	1229 W ROSEWOOD CT, Ontario, CA 91762	288.00
1010-131-24	1217 W ROSEWOOD CT, Ontario, CA 91762	324.00
1010-131-47	1209 W FOURTH ST, Ontario, CA 91762	432.00
1010-132-05	1129 W FOURTH ST, Ontario, CA 91762	4,707.85
1010-152-20	942 W J ST, Ontario, CA 91762	180.00
1010-154-14	916 W I ST, Ontario, CA 91762	640.00
1010-154-21	956 W I ST, Ontario, CA 91762	108.00
1010-171-17	844 W GRANADA CT, Ontario, CA 91762	72.00
1010-181-24	1024 W EL MORADO CT, Ontario, CA 91762	216.00
1010-181-25	1023 W H ST, Ontario, CA 91762	324.00
1010-182-08	1023 W EL MORADO CT, Ontario, CA 91762	216.00
1010-191-17	817 N PALMETTO AV, Ontario, CA 91762	216.00
1010-192-15	1022 W H ST, Ontario, CA 91762	324.00
1010-232-13	852 N JASMINE AV, Ontario, CA 91762	161.00
1010-234-02	1541 W H ST, Ontario, CA 91762	36.00
1010-413-08	1507 W FLORA ST, Ontario, CA 91762	161.00
1010-421-16	1538 W FAWN ST, Ontario, CA 91762	161.00
1010-422-27	1453 W FAWN ST, Ontario, CA 91762	72.00
1010-423-18	1549 W E ST, Ontario, CA 91762	161.00
1010-441-06	1236 W F ST, Ontario, CA 91762	1,342.79
1010-444-08	510 N ELDERBERRY AV, Ontario, CA 91762	161.00
1010-454-06	1154 W D ST, Ontario, CA 91762	180.00
1010-463-05	1015 W E ST, Unit:A, Ontario, CA 91762	648.00
1010-465-06	1007 W F ST, Ontario, CA 91762	540.00
1010-471-06	937 W G ST, Ontario, CA 91762	108.00
1010-472-02	957 W F ST, Ontario, CA 91762	72.00
1010-483-14	816 W E ST, Ontario, CA 91762	72.00
1010-501-30	953 W PINYON CT, Ontario, CA 91762	180.00
1010-501-70	144 N ALPINE CT, Ontario, CA 91762	180.00
1010-511-03	1055 W D ST, Ontario, CA 91762	476.35
1010-511-46	1050 W HOLLOWELL ST, Ontario, CA 91762	180.00
1010-521-05	312 N CAMELLIA AV, Unit:A, Ontario, CA 91762	720.00
1010-521-09	1141 W D ST, Unit:A, Ontario, CA 91762	720.00
1010-521-17	210 N BEGONIA AV, Unit:A, Ontario, CA 91762	720.00
1010-521-30	151 N MOUNTAIN AV, Ontario, CA 91762	458.85
1010-521-41	1124 W STONERIDGE CT, Unit:A, Ontario, CA 91762	360.00

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Exhibit C - Total Amounts per Parcel

Parcel Number	Address	Amount Due
1010-522-07	1131 W STONERIDGE CT, Unit:1, Ontario, CA 91762	1,980.00
1010-522-08	1125 W STONERIDGE CT, Unit:1, Ontario, CA 91762	2,880.00
1010-522-15	115 N MOUNTAIN AV, Ontario, CA 91762	161.00
1010-533-16	1219 W HOLLOWELL ST, Ontario, CA 91762	261.00
1010-534-14	1338 W VESTA ST, Ontario, CA 91762	180.00
1010-542-08	1260 W STONERIDGE CT, Unit:1, Ontario, CA 91762	432.00
1010-542-09	1266 W STONERIDGE CT, Unit:1, Ontario, CA 91762	288.00
1010-543-24	1265 W STONERIDGE CT, Unit:5, Ontario, CA 91762	1,800.00
1010-551-01	1404 W STONERIDGE CT, Unit:1, Ontario, CA 91762	756.00
1010-552-31	1415 W STONERIDGE CT, Unit:A, Ontario, CA 91762	1,800.00
1010-561-28	1433 W D ST, Ontario, CA 91762	72.00
1010-562-16	1549 W HOLLOWELL ST, Ontario, CA 91762	161.00
1011-112-44	0 W BROOKS ST, Ontario, CA 91762	161.00
1011-141-33	863 W BROOKS ST, Ontario, CA 91762	110.00
1011-191-03	534 S MOUNTAIN AV, Building:3, Ontario, CA 91762	120.00
1011-361-05	1559 W MISSION BL, Ontario, CA 91762	110.00
1011-361-29	0 W MISSION BL, Ontario, CA 91762	110.00
1011-371-02	855 S OAKS AV, Ontario, CA 91762	108.00
1011-371-08	0 W MISSION BL, Ontario, CA 91762	161.00
1011-373-04	1309 W MISSION BL, Unit:50, Ontario, CA 91762	180.00
1011-373-17	1309 W MISSION BL, Unit:71, Ontario, CA 91762	72.00
1011-373-25	1309 W MISSION BL, Unit:79, Ontario, CA 91762	108.00
1011-373-40	1309 W MISSION BL, Unit:94, Ontario, CA 91762	216.00
1011-382-05	834 S PALMETTO AV, Ontario, CA 91762	490.00
1011-382-29	855 S MOUNTAIN AV, Ontario, CA 91762	108.00
1011-382-33	863 S MOUNTAIN AV, Ontario, CA 91762	1,222.19
1011-382-43	890 S PALMETTO AV, Ontario, CA 91762	108.00
1011-382-44	888 S PALMETTO AV, Ontario, CA 91762	108.00
1011-382-45	886 S PALMETTO AV, Ontario, CA 91762	108.00
1011-382-46	884 S PALMETTO AV, Ontario, CA 91762	108.00
1011-382-47	882 S PALMETTO AV, Ontario, CA 91762	108.00
1011-382-48	880 S PALMETTO AV, Ontario, CA 91762	108.00
1011-382-49	878 S PALMETTO AV, Ontario, CA 91762	108.00
1011-382-50	876 S PALMETTO AV, Ontario, CA 91762	108.00
1011-382-51	874 S PALMETTO AV, Ontario, CA 91762	108.00
1011-382-52	872 S PALMETTO AV, Ontario, CA 91762	108.00
1011-382-53	870 S PALMETTO AV, Ontario, CA 91762	108.00
1011-382-54	868 S PALMETTO AV, Ontario, CA 91762	108.00
1011-382-55	866 S PALMETTO AV, Ontario, CA 91762	108.00
1011-382-56	864 S PALMETTO AV, Ontario, CA 91762	108.00
1011-382-57	862 S PALMETTO AV, Ontario, CA 91762	108.00
1011-382-58	856 S PALMETTO AV, Ontario, CA 91762	108.00
1011-382-59	858 S PALMETTO AV, Ontario, CA 91762	108.00
1011-382-60	860 S PALMETTO AV, Ontario, CA 91762	108.00

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Exhibit C - Total Amounts per Parcel

Parcel Number	Address	Amount Due
1011-382-61	848 S PALMETTO AV, Ontario, CA 91762	108.00
1011-382-62	850 S PALMETTO AV, Ontario, CA 91762	108.00
1011-382-63	852 S PALMETTO AV, Ontario, CA 91762	108.00
1011-382-64	854 S PALMETTO AV, Ontario, CA 91762	108.00
1011-391-10	845 W MISSION BL, Ontario, CA 91762	144.00
1011-396-06	821 S GRANITE PRIVADO, Ontario, CA 91762	180.00
1011-401-27	1031 S PALMETTO AV, Bldg:S, Unit:4, Ontario, CA 91762	108.00
1011-414-10	1020 S PALMETTO AV, Ontario, CA 91762	108.00
1011-414-21	1018 W RALSTON ST, Ontario, CA 91762	108.00
1011-415-44	923 S MOUNTAIN AV, Ontario, CA 91762	180.00
1011-421-17	1317 W RALSTON ST, Ontario, CA 91762	320.00
1011-552-09	1222 S CYPRESS AV, Unit:C, Ontario, CA 91762	72.00
1011-552-18	1220 S CYPRESS AV, Unit:E, Ontario, CA 91762	36.00
1011-552-61	1212 S CYPRESS AV, Unit:F, Ontario, CA 91762	180.00
1011-553-33	1031 S PALMETTO AV, Bldg:G, Unit:4, Ontario, CA 91762	36.00
1011-572-11	1052 W ECLIPSE CT, Ontario, CA 91762	180.00
1011-573-07	1327 S PINE AV, Ontario, CA 91762	108.00
1014-101-22	1442 W EUCALYPTUS CT, Ontario, CA 91762	490.00
1014-111-11	1551 S OAKS AV, Ontario, CA 91762	144.00
1014-131-40	1115 W QUINCE ST, Ontario, CA 91762	161.00
1014-131-41	1109 W QUINCE ST, Ontario, CA 91762	161.00
1014-152-10	1487 S GRANITE AV, Ontario, CA 91762	1,848.55
1014-171-12	953 W LOCUST ST, Ontario, CA 91762	72.00
1014-171-21	855 W LOCUST ST, Ontario, CA 91762	161.00
1014-181-18	1740 S BRIAR AV, Ontario, CA 91762	420.00
1014-191-46	1734 S PALMETTO AV, Ontario, CA 91762	1,628.88
1014-191-60	1625 S MOUNTAIN AV, Ontario, CA 91762	2,304.00
1014-201-19	1602 S MOUNTAIN AV, Unit:F, Ontario, CA 91762	72.00
1014-201-21	1604 S MOUNTAIN AV, Unit:B, Ontario, CA 91762	72.00
1014-201-23	1604 S MOUNTAIN AV, Unit:D, Ontario, CA 91762	36.00
1014-211-08	1228 W FRANCIS ST, Ontario, CA 91762	1,156.58
1014-211-09	1240 W FRANCIS ST, Ontario, CA 91762	216.00
1014-231-26	1605 S BENSON AV, Ontario, CA 91762	161.00
1014-441-17	1307 W FRANCIS ST, Ontario, CA 91762	108.00
1014-461-07	1921 S MAGNOLIA AV, Ontario, CA 91762	72.00
1014-462-48	1915 S MOUNTAIN AV, Unit:7, Ontario, CA 91762	144.00
1014-471-54	1103 W FRANCIS ST, Unit:E, Ontario, CA 91762	108.00
1014-472-30	1053 W FRANCIS ST, Unit:E, Ontario, CA 91762	216.00
1014-472-35	1051 W FRANCIS ST, Unit:D, Ontario, CA 91762	180.00
1014-472-58	1045 W FRANCIS ST, Unit:A, Ontario, CA 91762	180.00
1014-472-94	1017 W FRANCIS ST, Ontario, CA 91762	1,722.10
1014-512-66	926 W PHILADELPHIA ST, Bldg:N, Unit:78, Ontario, CA 91762	72.00
1014-523-08	2142 S MOUNTAIN AV, Ontario, CA 91762	108.00
1014-531-26	2046 S MOUNTAIN AV, Ontario, CA 91762	108.00

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Parcel Number	Address	Amount Due
1014-532-04	2004 S PALMETTO AV, Ontario, CA 91762	492.59
1014-532-16	1039 W LARODA CT, Ontario, CA 91762	341.00
1014-571-14	2031 S BENSON AV, Ontario, CA 91762	360.55
1015-101-43	2222 S OAKS AV, Ontario, CA 91762	161.00
1015-121-01	2257 S OAKS AV, Ontario, CA 91762	108.00
1015-121-18	2240 S FUCHSIA AV, Ontario, CA 91762	120.00
1015-121-28	1205 W MONTICELLO ST, Ontario, CA 91762	305.00
1015-122-11	2211 S ELDERBERRY AV, Ontario, CA 91762	180.00
1015-201-76	2321 S MAGNOLIA AV, Bldg:13, Unit:D, Ontario, CA 91762	161.00
1046-511-18	0 E EIGHTH ST, Ontario, CA 91764	271.00
1047-141-12	1826 N VIRGINIA AV, Ontario, CA 91764	374.90
1047-143-01	0 E EIGHTH ST, Ontario, CA 91764	271.00
1047-151-07	1152 E SEVENTH ST, Ontario, CA 91764	268.05
1047-152-17	1236 E SYCAMORE CT, Ontario, CA 91764	180.00
1047-162-01	1235 E SIXTH ST, Ontario, CA 91764	72.00
1047-172-18	944 E DEODAR ST, Unit:1, Ontario, CA 91764	648.00
1047-201-13	1558 N HOPE AV, Ontario, CA 91764	72.00
1047-202-05	759 E DEODAR ST, Ontario, CA 91764	180.00
1047-212-03	1539 N MIRAMONTE AV, Ontario, CA 91764	120.05
1047-213-15	1520 N PLEASANT AV, Ontario, CA 91764	72.00
1047-241-09	1524 N EUCLID AV, Ontario, CA 91764	161.00
1047-302-01	767 W LA DENEY DR, Ontario, CA 91762	100.00
1047-311-33	650 W LA DENEY DR, Ontario, CA 91762	180.00
1047-354-05	332 E LA DENEY DR, Ontario, CA 91764	396.55
1047-361-17	1316 N EUCLID AV, Ontario, CA 91764	120.00
1047-372-07	604 E BONNIE BRAE CT, Ontario, CA 91764	161.00
1047-373-23	1354 N SULTANA AV, Ontario, CA 91764	108.00
1047-401-24	703 E BONNIE BRAE CT, Ontario, CA 91764	322.00
1047-412-11	1305 N COUNCIL AV, Ontario, CA 91764	320.00
1047-424-08	1024 E SIXTH ST, Ontario, CA 91764	72.00
1047-424-29	1034 E SIXTH ST, Unit:302, Ontario, CA 91764	180.00
1047-424-53	1034 E SIXTH ST, Unit:1002, Ontario, CA 91764	161.00
1047-432-16	1128 E LA DENEY CT, Ontario, CA 91764	360.00
1047-433-05	1420 N VIRGINIA AV, Ontario, CA 91764	176.49
1047-433-08	1436 N VIRGINIA AV, Ontario, CA 91764	144.00
1047-433-11	1202 E SIXTH ST, Ontario, CA 91764	881.00
1047-433-12	1208 E SIXTH ST, Ontario, CA 91764	144.00
1047-433-17	1405 N GROVE AV, Building:A, Ontario, CA 91764	576.00
1047-441-12	1314 N VIRGINIA AV, Ontario, CA 91764	5,734.32
1047-461-23	1129 N VIRGINIA AV, Ontario, CA 91764	72.00
1047-471-17	937 E HARVARD PL, Ontario, CA 91764	108.00
1047-511-22	661 E HARVARD PL, Ontario, CA 91764	161.00
1047-512-37	547 E FOURTH ST, Ontario, CA 91764	180.00
1047-521-14	557 E PRINCETON ST, Ontario, CA 91764	72.00

City of Ontario
Code Enforcement Department
2018/2019 Tax Roll Year Special Assessments
Exhibit C - Total Amounts per Parcel

Parcel Number	Address	Amount Due
1047-521-17	541 E PRINCETON ST, Ontario, CA 91764	180.00
1047-531-20	222 E FIFTH ST, Ontario, CA 91764	108.00
1047-581-32	625 W HARVARD PL, Ontario, CA 91762	161.00
1047-594-13	1228 N GRANITE AV, Ontario, CA 91762	108.00
1047-594-52	730 W FOURTH ST, Ontario, CA 91762	108.00
1048-012-06	733 W J ST, Ontario, CA 91762	180.00
1048-031-18	949 N VINE AV, Unit:1, Ontario, CA 91762	2,160.00
1048-032-33	614 W I ST, Ontario, CA 91762	36.00
1048-041-29	418 W I ST, Unit:A, Ontario, CA 91762	540.00
1048-041-59	406 W I ST, Unit:26, Ontario, CA 91762	108.00
1048-043-10	939 N EUCLID AV, Ontario, CA 91762	108.00
1048-043-17	132 W I ST, Unit:A, Ontario, CA 91762	216.00
1048-043-20	914 N LAUREL AV, Ontario, CA 91762	180.00
1048-043-24	932 N LAUREL AV, Ontario, CA 91762	216.00
1048-043-25	936 N LAUREL AV, Ontario, CA 91762	360.00
1048-052-06	1043 N EUCLID AV, Unit:A, Ontario, CA 91762	593.00
1048-052-14	132 W J ST, Ontario, CA 91762	161.00
1048-064-21	315 E J ST, Ontario, CA 91764	216.00
1048-064-22	309 E J ST, Ontario, CA 91764	72.00
1048-064-23	305 E J ST, Ontario, CA 91764	144.00
1048-072-39	204 E PLAZA SERENA ST, Ontario, CA 91764	161.00
1048-081-04	518 E J ST, Ontario, CA 91764	72.00
1048-093-17	1019 N CAMPUS AV, Ontario, CA 91764	288.42
1048-093-22	647 E J ST, Ontario, CA 91764	72.00
1048-102-10	756 E ROSEWOOD CT, Ontario, CA 91764	108.00
1048-102-12	763 E J ST, Ontario, CA 91764	180.00
1048-111-14	763 E PLAZA SERENA ST, Ontario, CA 91764	180.00
1048-123-17	1023 E I ST, Ontario, CA 91764	161.00
1048-124-14	1016 E I ST, Ontario, CA 91764	180.00
1048-124-23	859 N CUCAMONGA AV, Ontario, CA 91764	161.00
1048-131-27	1027 N CUCAMONGA AV, Ontario, CA 91764	161.00
1048-131-28	1023 N CUCAMONGA AV, Ontario, CA 91764	141.00
1048-161-09	752 N PARKSIDE AV, Ontario, CA 91764	341.00
1048-162-19	846 N VIRGINIA AV, Ontario, CA 91764	180.00
1048-172-11	800 N LA PALOMA AV, Ontario, CA 91764	36.00
1048-191-16	933 E G ST, Ontario, CA 91764	72.00
1048-201-13	750 E EL MORADO CT, Ontario, CA 91764	1,080.55
1048-202-25	731 E EL MORADO CT, Ontario, CA 91764	262.55
1048-222-23	813 N CAMPUS AV, Ontario, CA 91764	180.00
1048-222-28	647 E H ST, Ontario, CA 91764	108.00
1048-241-02	116 E H ST, Ontario, CA 91764	108.00
1048-252-26	331 E H ST, Ontario, CA 91764	161.00
1048-271-47	302 W G ST, Unit:1, Ontario, CA 91762	6,480.00
1048-271-48	408 W G ST, Unit:1, Ontario, CA 91762	9,072.00

City of Ontario
Code Enforcement Department
2018/2019 Tax Roll Year Special Assessments
Exhibit C - Total Amounts per Parcel

Parcel Number	Address	Amount Due
1048-283-26	611 W EL MORADO CT, Ontario, CA 91762	200.00
1048-303-09	752 W EL MORADO CT, Ontario, CA 91762	180.00
1048-312-19	740 W FLORA ST, Ontario, CA 91762	108.00
1048-314-02	755 W E ST, Ontario, CA 91762	72.00
1048-314-14	728 W D ST, Ontario, CA 91762	180.00
1048-331-04	443 N BEVERLY SQ, Ontario, CA 91762	360.00
1048-331-11	628 W D ST, Ontario, CA 91762	180.00
1048-332-10	507 N VINE AV, Ontario, CA 91762	72.00
1048-332-20	540 W D ST, Ontario, CA 91762	1,260.00
1048-362-08	516 N EUCLID AV, Building:2, Ontario, CA 91764	20.00
1048-366-12	203 E F ST, Ontario, CA 91764	360.00
1048-371-06	328 E G ST, Ontario, CA 91764	216.00
1048-371-13	311 E F ST, Ontario, CA 91764	553.64
1048-372-06	328 E F ST, Ontario, CA 91764	324.00
1048-372-07	511 N CHERRY AV, Ontario, CA 91764	108.00
1048-372-08	507 N CHERRY AV, Ontario, CA 91764	216.00
1048-374-02	408 E E ST, Ontario, CA 91764	360.00
1048-376-04	420 E G ST, Ontario, CA 91764	288.00
1048-376-07	623 N SULTANA AV, Ontario, CA 91764	180.00
1048-376-08	615 N SULTANA AV, Ontario, CA 91764	108.00
1048-381-04	526 E G ST, Ontario, CA 91764	356.69
1048-391-09	527 E E ST, Ontario, CA 91764	540.00
1048-393-02	516 E E ST, Ontario, CA 91764	72.00
1048-393-24	501 E D ST, Ontario, CA 91764	36.00
1048-402-26	703 E D ST, Ontario, CA 91764	108.00
1048-403-17	817 E D ST, Ontario, CA 91764	540.00
1048-403-18	815 E D ST, Unit:A, Ontario, CA 91764	324.00
1048-411-02	610 N CAMPUS AV, Ontario, CA 91764	72.00
1048-413-04	818 E F ST, Ontario, CA 91764	161.00
1048-431-12	502 N HOLMES AV, Ontario, CA 91764	72.00
1048-441-13	1121 E D ST, Unit:A, Ontario, CA 91764	72.00
1048-442-34	615 N VIRGINIA AV, Unit:12, Ontario, CA 91764	2,160.00
1048-443-02	409 N CUCAMONGA AV, Ontario, CA 91764	216.00
1048-451-09	519 N GROVE AV, Ontario, CA 91764	322.00
1048-452-03	517 N PARKSIDE AV, Ontario, CA 91764	432.00
1048-461-04	1094 E D ST, Ontario, CA 91761	540.00
1048-462-03	1086 E ELMA ST, Ontario, CA 91761	432.00
1048-462-04	1102 E ELMA ST, Ontario, CA 91761	432.00
1048-462-15	1081 E NOCTA ST, Ontario, CA 91761	6,720.55
1048-462-16	1075 E NOCTA ST, Ontario, CA 91761	180.00
1048-463-06	1158 E D ST, Ontario, CA 91761	72.00
1048-463-40	1175 E ELMA ST, Ontario, CA 91761	180.00
1048-472-12	1160 E NOCTA ST, Ontario, CA 91761	720.00
1048-472-13	1164 E NOCTA ST, Ontario, CA 91761	720.00

City of Ontario
Code Enforcement Department
2018/2019 Tax Roll Year Special Assessments
Exhibit C - Total Amounts per Parcel

Parcel Number	Address	Amount Due
1048-481-16	958 E NOCTA ST, Ontario, CA 91761	216.00
1048-481-19	1004 E NOCTA ST, Ontario, CA 91761	216.00
1048-481-20	1002 E NOCTA ST, Ontario, CA 91761	216.00
1048-491-15	1026 E D ST, Ontario, CA 91761	144.00
1048-491-33	1027 E ELMA ST, Ontario, CA 91761	180.00
1048-492-18	1020 E ELMA ST, Ontario, CA 91761	144.00
1048-492-49	941 E NOCTA ST, Ontario, CA 91761	840.00
1048-502-09	747 E NOCTA ST, Ontario, CA 91761	360.00
1048-505-13	827 E NOCTA ST, Ontario, CA 91761	108.00
1048-505-19	312 N BERLYN AV, Ontario, CA 91761	180.00
1048-511-01	136 N CAMPUS AV, Ontario, CA 91761	933.55
1048-511-05	210 N CAMPUS AV, Ontario, CA 91761	180.00
1048-511-10	736 E NOCTA ST, Ontario, CA 91761	432.00
1048-512-04	730 E WILLOW ST, Ontario, CA 91761	108.00
1048-522-01	120 N SULTANA AV, Building:1, Ontario, CA 91764	72.00
1048-522-05	524 E SIERRA CT, Ontario, CA 91764	108.00
1048-525-02	640 E NOCTA ST, Ontario, CA 91761	51.00
1048-531-02	508 E D ST, Ontario, CA 91761	720.00
1048-532-27	505 E NOCTA ST, Ontario, CA 91761	72.00
1048-534-15	225 N CAMPUS AV, Ontario, CA 91764	521.00
1048-534-18	643 E NOCTA ST, Ontario, CA 91761	341.00
1048-534-19	222 N MIRAMONTE AV, Ontario, CA 91761	341.00
1048-565-10	203 N EUCLID AV, Ontario, CA 91762	1,080.00
1048-572-11	422 W B ST, Ontario, CA 91762	161.00
1048-574-05	307 W B ST, Unit:1, Ontario, CA 91762	1,601.00
1048-575-05	307 W C ST, Ontario, CA 91762	332.00
1048-575-16	222 N FERN AV, Ontario, CA 91762	324.00
1048-581-03	306 N SAN ANTONIO AV, Unit:1, Ontario, CA 91762	3,024.00
1048-604-01	763 W B ST, Ontario, CA 91762	141.00
1049-011-08	769 W BROOKS ST, Ontario, CA 91762	110.00
1049-011-09	767 W BROOKS ST, Ontario, CA 91762	110.00
1049-021-09	549 W HOLT BL, Ontario, CA 91762	20.00
1049-022-18	222 S VINE AV, Ontario, CA 91762	200.00
1049-022-22	536 W EMPORIA ST, Ontario, CA 91762	108.00
1049-022-30	612 W EMPORIA ST, Ontario, CA 91762	1,368.03
1049-057-05	112 S EUCLID AV, Building:1, Ontario, CA 91762	802.76
1049-093-16	134 S MALCOLM AV, Ontario, CA 91761	110.00
1049-101-05	730 E HOLT BL, Unit:1, Ontario, CA 91761	900.00
1049-101-10	756 E HOLT BL, Ontario, CA 91761	180.00
1049-101-34	767 E EMPORIA ST, Ontario, CA 91761	180.00
1049-102-18	824 E EMPORIA ST, Ontario, CA 91761	161.00
1049-121-26	225 S BON VIEW AV, Ontario, CA 91761	110.00
1049-121-27	223 S BON VIEW AV, Ontario, CA 91761	110.00
1049-121-28	221 S BON VIEW AV, Ontario, CA 91761	110.00

City of Ontario
Code Enforcement Department
2018/2019 Tax Roll Year Special Assessments
Exhibit C - Total Amounts per Parcel

Parcel Number	Address	Amount Due
1049-122-13	0 E MAIN ST, Ontario, CA 91761	110.00
1049-122-15	956 E MAIN ST, Ontario, CA 91761	110.00
1049-131-04	918 E HOLT BL, Ontario, CA 91761	271.00
1049-141-24	1194 E HOLT BL, Ontario, CA 91761	161.00
1049-161-19	408 S GROVE AV, Ontario, CA 91761	324.00
1049-191-10	942 E STATE ST, Ontario, CA 91761	110.00
1049-194-10	1048 E STATE ST, Ontario, CA 91761	110.00
1049-194-12	1058 E STATE ST, Ontario, CA 91761	110.00
1049-194-13	1096 E STATE ST, Ontario, CA 91761	110.00
1049-194-20	1041 E WASHINGTON ST, Ontario, CA 91761	110.00
1049-196-02	1014 E JEFFERSON ST, Ontario, CA 91761	110.00
1049-196-03	1018 E JEFFERSON ST, Ontario, CA 91761	110.00
1049-201-04	519 S CAMPUS AV, Ontario, CA 91761	161.00
1049-203-18	0 E ONTARIO BL, Ontario, CA 91761	322.00
1049-203-22	532 S HOPE AV, Ontario, CA 91761	360.00
1049-204-05	840 E ONTARIO BL, Ontario, CA 91761	161.00
1049-204-08	844 E ONTARIO BL, Ontario, CA 91761	161.00
1049-221-27	532 E SUNKIST ST, Ontario, CA 91761	175.55
1049-232-20	560 E PARK ST, Ontario, CA 91761	271.00
1049-232-22	557 E SUNKIST ST, Ontario, CA 91761	4,597.95
1049-233-09	426 S CAMPUS AV, Ontario, CA 91761	271.00
1049-242-03	521 S EUCLID AV, Ontario, CA 91761	180.00
1049-242-04	515 S EUCLID AV, Ontario, CA 91761	540.00
1049-245-01	302 E STATE ST, Ontario, CA 91761	110.00
1049-246-01	302 E PARK ST, Ontario, CA 91761	144.00
1049-246-09	520 S CHERRY AV, Ontario, CA 91761	360.00
1049-253-04	220 E SUNKIST ST, Ontario, CA 91761	720.00
1049-253-06	227 E NEVADA ST, Ontario, CA 91761	2,510.22
1049-253-09	215 E NEVADA ST, Ontario, CA 91761	110.00
1049-261-02	425 W SUNKIST ST, Ontario, CA 91762	468.35
1049-261-11	400 W NEVADA ST, Ontario, CA 91762	216.00
1049-265-03	215 W SUNKIST ST, Ontario, CA 91762	360.00
1049-266-03	215 W NEVADA ST, Ontario, CA 91762	180.00
1049-268-04	111 W NEVADA ST, Ontario, CA 91762	288.00
1049-271-11	420 W PARK ST, Ontario, CA 91762	540.00
1049-273-16	324 W PARK ST, Ontario, CA 91762	540.00
1049-275-08	216 W PARK ST, Ontario, CA 91762	360.00
1049-275-09	222 W PARK ST, Ontario, CA 91762	108.00
1049-276-12	214 W SUNKIST ST, Ontario, CA 91762	449.00
1049-282-23	640 W SUNKIST ST, Ontario, CA 91762	161.00
1049-291-07	633 W SUNKIST ST, Ontario, CA 91762	1,574.22
1049-291-12	611 W SUNKIST ST, Ontario, CA 91762	144.00
1049-291-25	646 W NEVADA ST, Ontario, CA 91762	72.00
1049-292-01	717 S SAN ANTONIO AV, Ontario, CA 91762	216.00

City of Ontario
Code Enforcement Department
2018/2019 Tax Roll Year Special Assessments
Exhibit C - Total Amounts per Parcel

Parcel Number	Address	Amount Due
1049-301-06	720 W PARK ST, Ontario, CA 91762	161.00
1049-302-07	741 W PARK ST, Ontario, CA 91762	161.00
1049-302-08	735 W PARK ST, Ontario, CA 91762	161.00
1049-302-23	736 W SUNKIST ST, Ontario, CA 91762	1,057.35
1049-303-19	720 W NEVADA ST, Ontario, CA 91762	446.05
1049-312-04	0 W MISSION BL, Ontario, CA 91762	110.00
1049-312-05	745 W MISSION BL, Ontario, CA 91762	110.00
1049-312-11	722 W CARLTON ST, Ontario, CA 91762	80.00
1049-333-03	211 W CARLTON ST, Ontario, CA 91762	216.00
1049-333-04	209 W CARLTON ST, Unit:A, Ontario, CA 91762	288.79
1049-334-23	410 W MAITLAND ST, Ontario, CA 91762	161.00
1049-362-03	736 E CALIFORNIA ST, Ontario, CA 91761	271.00
1049-367-15	920 S HOPE AV, Ontario, CA 91761	180.00
1049-368-10	836 S BON VIEW AV, Ontario, CA 91761	51.00
1049-368-16	924 S BON VIEW AV, Ontario, CA 91761	108.00
1049-382-03	1124 E CALIFORNIA ST, Ontario, CA 91761	161.00
1049-384-09	930 S GROVE AV, Ontario, CA 91761	271.00
1049-431-10	1211 S BON VIEW AV, Ontario, CA 91761	721.05
1049-431-16	1050 E BELMONT ST, Ontario, CA 91761	161.00
1049-441-22	1032 S GREENWOOD AV, Ontario, CA 91761	216.00
1049-451-20	1009 S CAMPUS AV, Ontario, CA 91761	110.00
1049-461-04	824 E BELMONT ST, Ontario, CA 91761	299.55
1049-461-10	1224 S BON VIEW AV, Ontario, CA 91761	288.00
1049-461-15	825 E WOODLAWN ST, Unit:A, Ontario, CA 91761	4,401.65
1049-462-01	808 E WOODLAWN ST, Ontario, CA 91761	72.00
1049-491-03	544 E BELMONT ST, Ontario, CA 91761	110.00
1049-492-28	1345 S MONTEREY AV, Ontario, CA 91761	108.00
1049-492-39	1314 S PLEASANT AV, Ontario, CA 91761	180.00
1049-495-01	1415 S PLEASANT AV, Ontario, CA 91761	233.00
1049-502-04	618 E MAITLAND ST, Ontario, CA 91761	483.00
1049-502-13	1030 S CAMPUS AV, Ontario, CA 91761	305.00
1049-503-06	624 E RALSTON ST, Ontario, CA 91761	108.00
1049-503-11	642 E RALSTON ST, Ontario, CA 91761	216.00
1049-503-13	1104 S CAMPUS AV, Ontario, CA 91761	180.00
1049-514-04	314 E RALSTON ST, Ontario, CA 91761	360.00
1049-514-25	325 E BELMONT ST, Ontario, CA 91761	180.00
1049-514-33	409 E BELMONT ST, Unit:A, Ontario, CA 91761	360.00
1049-521-20	1227 S EUCLID AV, Ontario, CA 91761	360.00
1049-531-04	1315 S EUCLID AV, Ontario, CA 91761	141.00
1049-531-05	1309 S EUCLID AV, Ontario, CA 91761	216.00
1049-532-10	220 E ACACIA ST, Ontario, CA 91761	144.00
1049-551-03	1225 S VINE AV, Ontario, CA 91762	180.00
1049-551-04	1217 S VINE AV, Ontario, CA 91762	360.00
1049-551-05	1211 S VINE AV, Ontario, CA 91762	360.00

City of Ontario
Code Enforcement Department
2018/2019 Tax Roll Year Special Assessments
Exhibit C - Total Amounts per Parcel

Parcel Number	Address	Amount Due
1049-551-06	1205 S VINE AV, Ontario, CA 91762	360.00
1049-551-07	1201 S VINE AV, Ontario, CA 91762	720.00
1049-551-08	415 W BELMONT ST, Unit:A, Ontario, CA 91762	360.00
1049-551-09	411 W BELMONT ST, Unit:A, Ontario, CA 91762	360.00
1049-551-10	407 W BELMONT ST, Unit:A, Ontario, CA 91762	360.00
1049-551-11	401 W BELMONT ST, Unit:B, Ontario, CA 91762	180.00
1049-551-12	403 W BELMONT ST, Unit:A, Ontario, CA 91762	521.00
1049-551-13	409 W BELMONT ST, Unit:A, Ontario, CA 91762	360.00
1049-551-14	413 W BELMONT ST, Unit:A, Ontario, CA 91762	360.00
1049-551-15	417 W BELMONT ST, Unit:A, Ontario, CA 91762	360.00
1049-551-16	419 W BELMONT ST, Ontario, CA 91762	180.00
1049-551-18	405 W BELMONT ST, Unit:A, Ontario, CA 91762	360.00
1049-551-21	309 W BELMONT ST, Ontario, CA 91762	108.00
1049-551-24	1222 S PALM AV, Ontario, CA 91762	216.00
1049-551-28	322 W PHILLIPS ST, Ontario, CA 91762	180.00
1049-551-30	404 W PHILLIPS ST, Ontario, CA 91762	540.00
1049-562-03	1119 S VINE AV, Ontario, CA 91762	108.00
1049-572-14	608 W BELMONT ST, Ontario, CA 91762	648.00
1049-581-23	744 W RALSTON ST, Unit:A, Ontario, CA 91762	288.00
1049-581-24	750 W RALSTON ST, Ontario, CA 91762	288.00
1049-582-24	753 W RALSTON ST, Ontario, CA 91762	288.00
1049-591-03	1239 S SAN ANTONIO AV, Ontario, CA 91762	216.00
1049-591-18	613 W BELMONT ST, Ontario, CA 91762	563.05
1049-591-26	608 W PHILLIPS ST, Ontario, CA 91762	72.00
1049-591-27	612 W PHILLIPS ST, Ontario, CA 91762	20,000.00
1049-592-16	517 W BELMONT ST, Ontario, CA 91762	180.00
1050-013-09	710 W EUCALYPTUS CT, Ontario, CA 91762	72.00
1050-013-21	628 W SONOMA CT, Ontario, CA 91762	2,798.85
1050-013-37	704 W MONTEZUMA CT, Ontario, CA 91762	36.00
1050-051-01	1420 S EUCLID AV, Unit:A, Ontario, CA 91762	161.00
1050-051-18	318 W ELM ST, Ontario, CA 91762	640.00
1050-061-14	125 W ELM ST, Ontario, CA 91762	161.00
1050-061-21	1526 S EUCLID AV, Ontario, CA 91762	110.00
1050-071-16	170 E DE ANZA CI, Ontario, CA 91761	180.00
1050-071-25	236 E DE ANZA CI, Ontario, CA 91761	141.00
1050-071-58	1507 S EUCLID AV, Ontario, CA 91761	1,080.00
1050-081-04	130 E BUDD ST, Ontario, CA 91761	144.00
1050-081-05	202 E BUDD ST, Ontario, CA 91761	36.00
1050-081-06	214 E BUDD ST, Ontario, CA 91761	72.00
1050-091-21	1425 S SULTANA AV, Ontario, CA 91761	108.00
1050-092-04	1549 S PLEASANT AV, Ontario, CA 91761	161.00
1050-092-14	1463 S PLEASANT AV, Ontario, CA 91761	108.00
1050-092-24	1426 S MONTEREY AV, Ontario, CA 91761	963.82
1050-092-41	1550 S MONTEREY AV, Ontario, CA 91761	1,158.27

City of Ontario
Code Enforcement Department
2018/2019 Tax Roll Year Special Assessments
Exhibit C - Total Amounts per Parcel

Parcel Number	Address	Amount Due
1050-093-05	1543 S MONTEREY AV, Ontario, CA 91761	2,972.66
1050-121-08	1510 S BON VIEW AV, Building:1, Ontario, CA 91761	619.55
1050-233-02	1650 S CAMPUS AV, Unit:57, Ontario, CA 91761	36.00
1050-233-35	1650 S CAMPUS AV, Unit:60, Ontario, CA 91761	36.00
1050-234-02	1650 S CAMPUS AV, Unit:2, Ontario, CA 91761	72.00
1050-234-42	1650 S CAMPUS AV, Unit:42, Ontario, CA 91761	72.00
1050-251-01	1727 S EUCLID AV, Ontario, CA 91761	8,755.47
1050-251-22	423 E FRANCIS ST, Ontario, CA 91761	108.00
1050-261-20	1613 S EUCLID AV, Ontario, CA 91761	286.55
1050-271-19	1632 S PALM AV, Ontario, CA 91762	161.00
1050-272-01	1658 S EUCLID AV, Ontario, CA 91762	271.00
1050-272-20	1652 S EUCLID AV, Ontario, CA 91762	110.00
1050-282-03	1712 S PALM AV, Ontario, CA 91762	1,778.00
1050-283-03	1706 S LAUREL AV, Ontario, CA 91762	180.00
1050-301-09	509 W LOCUST ST, Ontario, CA 91762	3,136.53
1050-301-12	453 W LOCUST ST, Ontario, CA 91762	1,495.35
1050-311-20	758 W BUCCANEER CT, Ontario, CA 91762	161.00
1050-341-16	624 W CEDAR ST, Ontario, CA 91762	161.00
1050-352-20	1926 S BONITA AV, Ontario, CA 91762	180.00
1050-361-08	1844 S FERN AV, Ontario, CA 91762	108.00
1050-361-18	1952 S FERN AV, Ontario, CA 91762	72.00
1050-361-40	453 W GREVILLEA ST, Ontario, CA 91762	161.00
1050-371-03	1843 S FERN AV, Ontario, CA 91762	72.00
1050-371-20	319 W FRANCIS ST, Ontario, CA 91762	432.00
1050-381-06	1930 S EUCLID AV, Ontario, CA 91762	161.00
1050-381-09	1918 S EUCLID AV, Ontario, CA 91762	432.00
1050-401-09	210 E FRANCIS ST, Ontario, CA 91761	72.00
1050-401-26	325 E GREVILLEA ST, Ontario, CA 91761	101.55
1050-421-03	1900 S CAMPUS AV, Bldg:10, Unit:A, Ontario, CA 91761	27,324.00
1050-441-32	1926 S BON VIEW AV, Ontario, CA 91761	110.00
1050-441-33	1926 S BON VIEW AV, Ontario, CA 91761	110.00
1050-441-34	1926 S BON VIEW AV, Ontario, CA 91761	110.00
1050-441-35	1926 S BON VIEW AV, Ontario, CA 91761	110.00
1050-441-36	1926 S BON VIEW AV, Ontario, CA 91761	110.00
1050-441-37	1926 S BON VIEW AV, Ontario, CA 91761	110.00
1050-441-38	1918 S BON VIEW AV, Ontario, CA 91761	110.00
1050-441-39	1918 S BON VIEW AV, Ontario, CA 91761	110.00
1050-441-40	1918 S BON VIEW AV, Ontario, CA 91761	110.00
1050-441-41	1918 S BON VIEW AV, Ontario, CA 91761	110.00
1050-441-42	1918 S BON VIEW AV, Ontario, CA 91761	110.00
1050-441-43	1918 S BON VIEW AV, Ontario, CA 91761	110.00
1050-441-44	1918 S BON VIEW AV, Ontario, CA 91761	110.00
1050-441-45	1918 S BON VIEW AV, Ontario, CA 91761	110.00
1050-441-46	1918 S BON VIEW AV, Ontario, CA 91761	110.00

City of Ontario
Code Enforcement Department
2018/2019 Tax Roll Year Special Assessments
Exhibit C - Total Amounts per Parcel

Parcel Number	Address	Amount Due
1050-441-47	1918 S BON VIEW AV, Ontario, CA 91761	110.00
1050-441-48	1922 S BON VIEW AV, Ontario, CA 91761	110.00
1050-441-49	1922 S BON VIEW AV, Ontario, CA 91761	110.00
1050-441-50	1922 S BON VIEW AV, Ontario, CA 91761	110.00
1050-441-51	1922 S BON VIEW AV, Ontario, CA 91761	110.00
1050-441-52	1922 S BON VIEW AV, Ontario, CA 91761	110.00
1050-441-53	1922 S BON VIEW AV, Ontario, CA 91761	110.00
1050-441-54	1922 S BON VIEW AV, Ontario, CA 91761	110.00
1050-441-55	1922 S BON VIEW AV, Ontario, CA 91761	110.00
1050-441-56	1922 S BON VIEW AV, Ontario, CA 91761	110.00
1050-441-57	1922 S BON VIEW AV, Ontario, CA 91761	110.00
1050-441-58	1922 S BON VIEW AV, Ontario, CA 91761	110.00
1050-441-59	1922 S BON VIEW AV, Ontario, CA 91761	110.00
1050-441-60	1922 S BON VIEW AV, Ontario, CA 91761	110.00
1050-441-61	1922 S BON VIEW AV, Ontario, CA 91761	110.00
1050-441-62	1922 S BON VIEW AV, Ontario, CA 91761	110.00
1050-531-20	828 E SPRUCE ST, Ontario, CA 91761	180.00
1050-531-51	2105 S PHOENIX PL, Ontario, CA 91761	108.00
1050-542-66	2003 S CAMPUS AV, Unit:C, Ontario, CA 91761	108.00
1050-542-68	2003 S CAMPUS AV, Unit:E, Ontario, CA 91761	180.00
1050-542-84	731 E BOXWOOD CT, Ontario, CA 91761	341.00
1050-543-14	2038 S BON VIEW AV, Unit:E, Ontario, CA 91761	72.00
1050-543-17	2038 S BON VIEW AV, Unit:B, Ontario, CA 91761	36.00
1050-543-59	2036 S BON VIEW AV, Unit:A, Ontario, CA 91761	108.00
1050-544-03	840 E CEDAR ST, Unit:A, Ontario, CA 91761	66.00
1050-571-03	2141 S EUCLID AV, Ontario, CA 91761	108.00
1050-571-19	302 E SPRUCE ST, Ontario, CA 91761	72.00
1050-581-08	2019 S EUCLID AV, Ontario, CA 91761	108.00
1050-582-36	2050 S CHERRY AV, Ontario, CA 91761	1,443.03
1050-583-02	2057 S CONCORD AV, Ontario, CA 91761	161.00
1050-583-05	2033 S CONCORD AV, Ontario, CA 91761	161.00
1050-601-23	2109 S FERN AV, Ontario, CA 91762	108.00
1050-614-03	2118 S FERN AV, Ontario, CA 91762	1,109.78
1050-651-05	1459 S EUCLID AV, Unit:5, Ontario, CA 91761	180.00
1050-651-10	1459 S EUCLID AV, Unit:30, Ontario, CA 91761	216.00
1050-661-19	1459 S EUCLID AV, Unit:27, Ontario, CA 91761	72.00
1051-011-19	727 W MONTICELLO ST, Ontario, CA 91762	120.00
1051-011-50	2232 S HICKORY PL, Ontario, CA 91762	180.00
1051-011-76	625 W PHILADELPHIA ST, Ontario, CA 91762	220.00
1051-041-05	507 W PHILADELPHIA ST, Ontario, CA 91762	161.00
1051-041-26	2221 S SAN ANTONIO AV, Ontario, CA 91762	664.05
1051-091-71	647 E SANDERLING ST, Ontario, CA 91761	72.00
1051-121-29	2241 S TAYLOR PL, Ontario, CA 91761	483.00
1051-121-39	2247 S HOPE PL, Ontario, CA 91761	324.00

City of Ontario
Code Enforcement Department
2018/2019 Tax Roll Year Special Assessments
Exhibit C - Total Amounts per Parcel

Parcel Number	Address	Amount Due
1051-131-40	2325 S BON VIEW AV, Ontario, CA 91761	180.00
1051-132-91	2220 S GREENWOOD PL, Unit:B, Ontario, CA 91761	180.00
1051-171-23	2441 S RAYMOND PL, Ontario, CA 91761	4.00
1051-171-37	2419 S CUCAMONGA AV, Ontario, CA 91761	233.00
1051-171-41	2424 S GROVE AV, Ontario, CA 91761	271.00
1051-181-36	1020 E OAK HILL ST, Ontario, CA 91761	144.00
1051-201-10	2436 S PLEASANT AV, Ontario, CA 91761	161.00
1051-201-39	519 E FAIRFIELD CT, Ontario, CA 91761	1,703.14
1051-201-65	661 E FAIRFIELD CT, Ontario, CA 91761	567.82
1051-221-12	147 W GEYER CT, Ontario, CA 91762	161.00
1051-221-15	131 W GEYER CT, Ontario, CA 91762	180.00
1051-271-65	320 W WALNUT ST, Unit:40, Ontario, CA 91762	72.00
1051-301-59	2533 S CALDWELL PL, Ontario, CA 91761	72.00
1051-321-26	2533 S RAYMOND PL, Ontario, CA 91761	161.00
1051-331-20	2621 S PARKSIDE DR, Ontario, CA 91761	216.00
1051-341-81	2731 S CUCAMONGA AV, Ontario, CA 91761	72.00
1051-351-38	1014 E HAZELTINE CT, Ontario, CA 91761	180.00
1051-361-07	933 E BERMUDA DUNES ST, Ontario, CA 91761	72.00
1051-421-50	308 E BLUE JAY WY, Ontario, CA 91761	161.00
1051-421-65	2660 S SULTANA AV, Ontario, CA 91761	180.00
1051-421-81	2715 S CONCORD AV, Ontario, CA 91761	835.50
1051-441-53	320 W ST. ANDREWS ST, Ontario, CA 91762	144.00
1051-541-08	2856 S BON VIEW AV, Ontario, CA 91761	108.00
1051-541-50	2874 S PHOENIX AV, Ontario, CA 91761	72.00
1053-361-01	7721 E EDISON AV, Ontario, CA 91710	161.00
1054-161-03	8551 E EUCALYPTUS AV, Ontario, CA 91710	36.00
1083-031-39	2640 E BROOKSIDE ST, Ontario, CA 91761	72.00
1083-041-31	2846 S COLONIAL AV, Ontario, CA 91761	180.00
1083-041-41	2834 S SEA ISLAND TR, Ontario, CA 91761	341.00
1083-071-20	0 S ARCHIBALD AV, Ontario, CA 91761	110.00
1083-111-15	2443 S NORTH SHORES PL, Ontario, CA 91761	829.07
1083-141-53	3121 E CRYSTAL LAKE RD, Ontario, CA 91761	161.00
1083-161-31	3338 E ANTLER RD, Ontario, CA 91761	144.00
1083-162-07	3258 E CANARY CT, Ontario, CA 91761	252.00
1083-172-08	3424 E EVERGREEN DR, Ontario, CA 91761	108.00
1083-211-36	2929 S CEDAR RIDGE PL, Ontario, CA 91761	72.00
1083-221-11	3014 E WALNUT ST, Ontario, CA 91761	72.00
1083-321-01	2249 S HAVEN AV, Building:11, Ontario, CA 91761	161.00
1083-371-48	3640 E BIG CREEK RD, Ontario, CA 91761	72.00
1083-393-21	3633 E OAK CREEK DR, Unit:D, Ontario, CA 91761	180.00
1083-393-45	2825 S Tuolumne Pl, Unit:B, Ontario, CA 91761	72.00
1083-393-63	3641 E OAK CREEK DR, Unit:D, Ontario, CA 91761	180.00
1083-393-66	3641 E OAK CREEK DR, Unit:G, Ontario, CA 91761	108.00
1083-393-75	3647 E OAK CREEK DR, Unit:H, Ontario, CA 91761	180.00

City of Ontario
Code Enforcement Department
2018/2019 Tax Roll Year Special Assessments
Exhibit C - Total Amounts per Parcel

Parcel Number	Address	Amount Due
1083-442-16	3719 E OAK CREEK DR, Unit:C, Ontario, CA 91761	108.00
1083-442-43	3701 E OAK CREEK DR, Unit:F, Ontario, CA 91761	108.00
1083-442-55	3734 E OAK CREEK DR, Unit:B, Ontario, CA 91761	108.00
1083-451-01	3642 S OAK CREEK DR, Unit:A, Ontario, CA 91761	108.00
1083-451-09	3702 E OAK CREEK DR, Unit:E, Ontario, CA 91761	180.00
1083-451-66	3733 E COUNTRY OAKS LP, Unit:B, Ontario, CA 91761	36.00
1083-452-16	3723 E YUBA RIVER DR, Ontario, CA 91761	13,000.00
1083-471-87	3981 E KLAMATH RIVER DR, Ontario, CA 91761	72.00
756		341,721.24

CITY OF ONTARIO

Agenda Report
August 21, 2018

SECTION:
CONSENT CALENDAR

SUBJECT: AN ORDINANCE ADDING CHAPTER 13A TO TITLE 6 OF THE ONTARIO MUNICIPAL CODE REGARDING SMOKE FREE PARKS

RECOMMENDATION: That the City Council consider and adopt an ordinance adding Chapter 13A to Title 6 of the Ontario Municipal Code to add provisions regarding Smoke Free Parks.

COUNCIL GOALS: Encourage, Provide or Support Enhanced Recreational, Educational, Cultural and Healthy City Programs, Policies and Activities

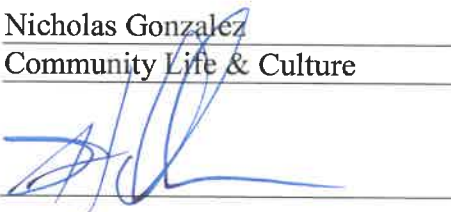
FISCAL IMPACT: There is no immediate impact to the General Fund. If approved, over the course of the next few months, staff will be installing signage to correspond with the adoption of this ordinance. Associated costs related to the new signage will remain within the City Council approved Operating Budget for Fiscal Year 2018-19.

BACKGROUND: On July 17, 2018, the City Council introduced and waived further reading of an ordinance to add provisions regarding Smoke Free Parks. On November 27, 2017, the Teen Action Committee ("TAC") presented an initiative at the Recreation and Parks Commission Meeting to abolish the use of tobacco, electronic delivery devices, and marijuana in public parks throughout the City. In an effort to improve the environment, clean up public parks, and to decrease health risks, members of the TAC worked with City staff to provide additional research on communities that have passed similar initiatives on smoke free parks.

If approved, this prohibition will apply to all public parks, within the City of Ontario that are currently, or in the future, listed on the City's website as a park. The City's existing golf courses are excluded from the definition of public parks and are therefore not subject to this ordinance. The term "public parks" includes, but is not limited to, restrooms, spectator and concession areas, playgrounds, athletic fields, aquatic areas, in or on City-owned vehicles, and in City-owned parking lots at those public parks.

CL&C staff has worked with the Ontario Police Department to come up with penalties for enforcing this ordinance. Each incident in violation of this ordinance is a non-criminal infraction subject to a fine of

STAFF MEMBER PRESENTING: Helen McAlary, Executive Director, Community Life & Culture

Prepared by: Nicholas Gonzalez
Department: Community Life & Culture
City Manager Approval: 

Submitted to Council/O.H.A. 09/21/2018
Approved: _____
Continued to: _____
Denied: _____

4

\$50 for a first violation; a fine not exceeding \$100 for a second violation within one year; and a fine not exceeding \$200 for each additional violation within one year.

If adopted City staff along with members of the TAC will be unveiling a public awareness campaign to educate the community of this new ordinance. The campaign will provide information on the harmful effects of smoking; create awareness in the community through events and materials; and will seek to identify and create healthy spaces in this the City for residents and visitors to enjoy.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADDING CHAPTER 13A TO TITLE 6 OF THE ONTARIO MUNICIPAL CODE REGARDING SMOKE FREE PARKS.

WHEREAS, the City Council of the City of Ontario may adopt an ordinance affecting the health, safety, and welfare of its residents; and

WHEREAS, California Health and Safety Code Section 118910 expressly permits local governments to regulate or completely ban the smoking of tobacco products; and

WHEREAS, tobacco use is the leading cause of preventable death and disease in the United States; and

WHEREAS, there is no constitutional right to smoke; and

WHEREAS, the California Air Resources Board placed secondhand smoke in the same category as the most toxic automotive and industrial air pollutants by categorizing it as a toxic air contaminant for which there is no safe level of exposure; and

WHEREAS, the California Environmental Protection Agency included secondhand smoke on the Proposition 65 list of chemicals known to the State of California to cause cancer, birth defects, and other reproductive harm; and

WHEREAS, studies on electronic cigarettes' vapor emissions and cartridge contents have found a number of dangerous substances including chemicals known to the State of California to cause cancers, such as formaldehyde, acetaldehyde, lead, nickel, and chromium; and

WHEREAS, secondhand marijuana smoke contains many of the same chemicals and carcinogens as secondhand tobacco smoke, and results from laboratory testing under standard conditions found that secondhand marijuana smoke contained more than twice as much tar and ammonia as tobacco smoke and more than eight times as much hydrogen cyanide; and

WHEREAS, cigarette butts are a major and persistent source of litter, and are often discarded on the ground as an environmental blight and do not biodegrade. Discarded cigarettes impose additional maintenance expenses to clean up and pose a fire risk as well as risk to human and animal health through potential ingestion and contamination of water sources.

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

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

SECTION 2. Chapter 13A is hereby added to Title 6 of the Ontario Municipal Code to read in full as set forth below.

CHAPTER 13A: SMOKE FREE PARKS

- 6-13A.01 Prohibition and Policy.
- 6-13A.02 Definitions.
- 6-13A.03 Interpretation.
- 6-13A.04 Notice.
- 6-13A.05 Penalties for Failure to Comply.

Sec. 6-13A.01. Prohibition and Policy.

(a) The use of Tobacco, Electronic Delivery Devices, and Marijuana are prohibited in all Public Parks in the City of Ontario at all times. This prohibition is enacted in order to preserve the public health, safety, and welfare of the residents of the City of Ontario, as well as the environment of the City of Ontario.

(b) The provisions of this section do not apply to publicly owned areas and places, or portions thereof, which are used by or used for events of the United States, the State of California, or any agency or instrumentality thereof.

Sec. 6-13A.02. Definitions.

(a) Use of Tobacco and/or Electronic Delivery Devices and/or Marijuana means the act of smoking, chewing, or the use of any other tobacco and/or electronic delivery devices and/or marijuana products in any form.

(b) Smoke or Smoking means inhaling or exhaling smoke from any lighted or heated cigar, cigarette, pipe, or any other tobacco plant or product, or inhaling or exhaling aerosol or vapor from any electronic delivery devices. Smoking includes being in possession of a lit or heated cigar, cigarette, pipe, or any part of tobacco or plant product intended for inhalation, or an electronic delivery device that is turned on or otherwise activated.

(c) Tobacco Product means any substance made or derived from any parts of the tobacco plant, including, but not limited to, cigarettes, cigars, pipe tobacco, snuff, chewing tobacco, and smokeless tobacco, or products prepared from tobacco and designed for smoking or ingestion, or any other product name of descriptor.

(d) Electronic Delivery Device means any product containing or delivering nicotine, lobelia, or any other substance that can be used to stimulate smoking through inhalation of aerosol or vapor from the product. This term includes, but is not limited to, devices manufactured, distributed, marketed, or sold as electronic cigarettes, electronic cigars, electronic pipes, vape pens, electronic hookah, electronic cigarillo, or any other product name or descriptor.

(e) Marijuana means all parts of the plant Cannabis sativa L., whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. It does not include: (1) Industrial hemp, as defined in Section 11018.5 of the California Health & Safety Code; or (2) The weight of any other ingredient combined with marijuana to prepare topical or oral administrations, food, drink, or other product.

(f) Public Parks means all public parks within the City of Ontario that are currently, or in the future, listed on the City of Ontario's website as a park. All City of Ontario golf courses, as they appear on the City's website now or in the future, are excluded from the definition of Public Parks and the applicability of this Ordinance. The term includes, but is not limited to, restrooms, spectator and concession areas, playgrounds, athletic fields, aquatic areas, in or on City-owned vehicles, and in City-owned parking lots at those public parks.

(g) All times means twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year.

Sec. 6-13A.03. Interpretation.

(a) This Chapter shall not be interpreted or construed to permit smoking where it is otherwise restricted by other applicable laws.

Sec. 6-13A.04. Notice.

(a) Wherever this Chapter prohibits smoking, conspicuous signs containing the words "NO SMOKING" in all capital letters not less than one inch in height on a contrasting background shall be posted. It shall be the duty of the owner, operator, manager or other persons having control of any Public Parks to clearly post such signs or cause the same to be clearly posted within ninety (90) days of the effective date of the ordinance codified in this Chapter.

(b) The "NO SMOKING" signs shall be posted in multiple languages at strategic locations to inform all persons about the policy.

(c) City of Ontario staff and volunteers shall be notified about this no smoking policy through an internal memorandum.

(d) City of Ontario staff shall communicate this policy to all event organizers.

Sec. 6-13A.05. Penalties for Failure to Comply.

(a) Each incident in violation of this Chapter is an infraction subject to:

1. A fine of \$50 for a first violation.

2. A fine not exceeding \$100 for a second violation of this Chapter within one (1) year.

3. A fine not exceeding \$200 for each additional violation of this Chapter within one (1) year.

(b) Enforcement of this Chapter shall begin one (1) year after the Effective Date of this Ordinance.

SECTION 3. SEVERABILITY. If any provision, clause, sentence, or paragraph of this Ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this Ordinance, which can be given effect without the invalid provision or application and, to this end, the provisions of this Ordinance are hereby declared to be severable. This Ordinance amends, adds to, and deletes (as applicable) sections of the City of Ontario Municipal Code.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect and be in force thirty (30) days after passage.

SECTION 5. The Mayor shall sign this Ordinance and the City Clerk shall certify as to the adoption and shall cause a summary thereof to be published at least once, in a newspaper of general circulation in the City of Ontario, California within fifteen (15) days of the adoption. The City Clerk shall post a certified copy of this ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this 21st day of August 2018.

PAUL S. LEON, MAYOR

ATTEST:

SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Ordinance No. 3112 was duly introduced at a regular meeting of the City Council of the City of Ontario held July 17, 2018 and adopted at the regular meeting held August 21, 2018 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

SHEILA MAUTZ, CITY CLERK

(SEAL)

I hereby certify that the foregoing is the original of Ordinance No. 3112 duly passed and adopted by the Ontario City Council at their regular meeting held August 21, 2018 and that Summaries of the Ordinance were published on July 17, 2018 and August 28, 2018, in the Inland Valley Daily Bulletin newspaper.

SHEILA MAUTZ, CITY CLERK

(SEAL)

CITY OF ONTARIO

Agenda Report
August 21, 2018

SECTION:
CONSENT CALENDAR

SUBJECT: FOURTH STREET IMPROVEMENT REIMBURSEMENT AGREEMENT WITH THE CITY OF RANCHO CUCAMONGA

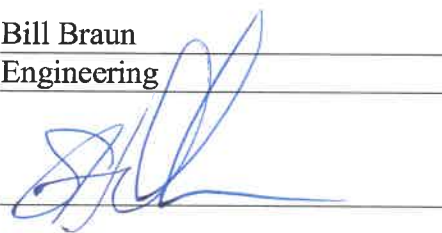
RECOMMENDATION: That the City Council approve and authorize the City Manager to execute a Fourth Street Improvement Reimbursement Agreement with the City of Rancho Cucamonga (on file in the Records Management Department) estimated to be \$239,907.

COUNCIL GOALS: Operate in a Businesslike Manner
Pursue City's Goals and Objective by Working with Other Governmental Agencies
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

FISCAL IMPACT: The City of Rancho Cucamonga will reimburse the City of Ontario for Rancho Cucamonga's portion of actual costs incurred for construction of the Fourth Street pavement improvements (see Exhibit A for project boundaries). The maximum reimbursement amount is \$239,907.

BACKGROUND: On July 3, 2018 the City Council approved the award of this pavement rehabilitation project to R J Noble. This project includes pavement rehabilitation, placement of access ramps, sidewalk improvements, and traffic signal improvements on Fourth Street between the Cucamonga Creek Channel and Archibald Avenue. A portion of the Fourth Street project lies within the City of Rancho Cucamonga (see Exhibit A); and in order for the entire street to be rehabilitated, staff has reached a reimbursement agreement with the City of Rancho Cucamonga. The City of Rancho Cucamonga agrees to reimburse the City of Ontario for the actual costs of the improvements within their City limits plus 10% for engineering, project management and inspection, not to exceed \$239,907. The reimbursement agreement has been reviewed and approved by the City Attorney.

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

Prepared by: Bill Braun
Department: Engineering
City Manager Approval: 

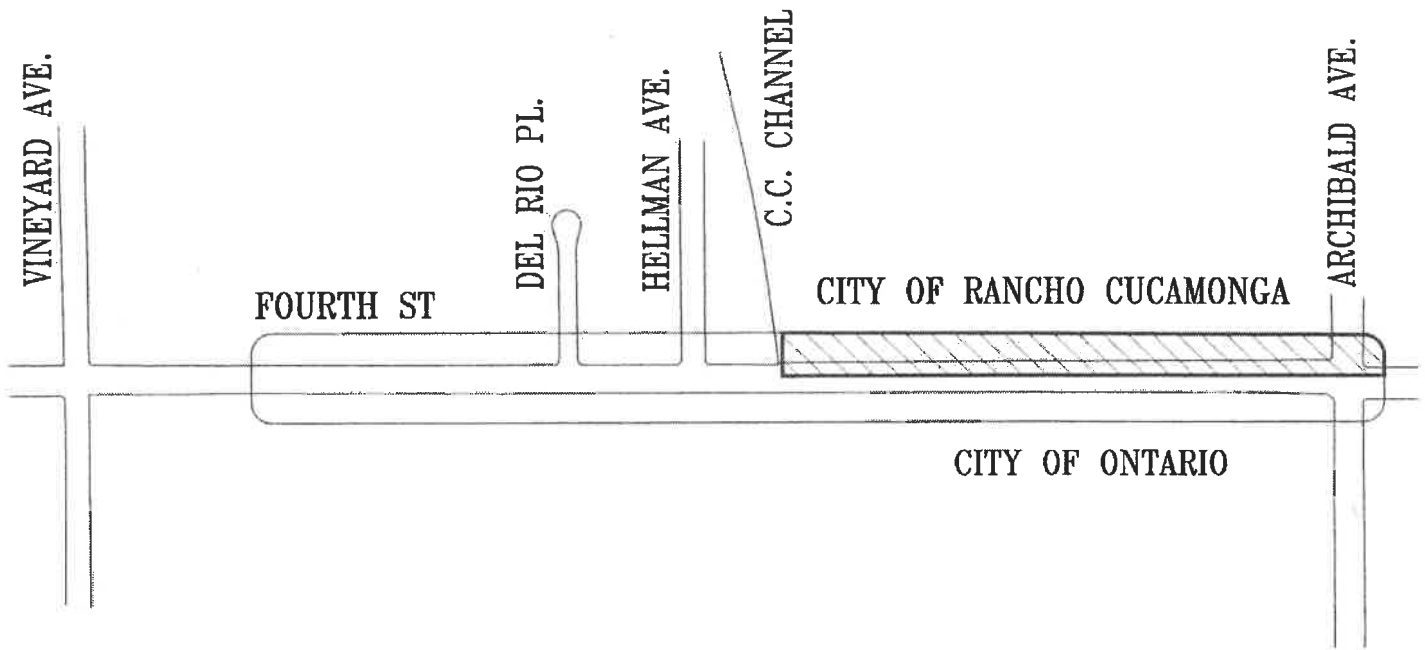
Submitted to Council/O.H.A. 08/21/2018
Approved: _____
Continued to: _____
Denied: _____

EXHIBIT A

FOURTH STREET PAVEMENT REHABILITATION

Project No. ST1813

CUCAMONGA CREEK CHANNEL TO ARCHIBALD AVE.



LEGEND:

 CITY OF RANCHO CUCAMONGA



CITY OF ONTARIO

Agenda Report
August 21, 2018

SECTION:
CONSENT CALENDAR

SUBJECT: MERRILL AVENUE AT CARPENTER AVENUE INTERSECTION IMPROVEMENTS REIMBURSEMENT AGREEMENT WITH THE CITY OF CHINO

RECOMMENDATION: That the City Council approve and authorize the City Manager to execute the Intersection Improvements Reimbursement Agreement with the City of Chino (on file in the Records Management Department) for improvements at Merrill Avenue and Carpenter Avenue.

COUNCIL GOALS: Operate in a Businesslike Manner
Pursue City's Goals and Objective by Working with Other Governmental Agencies
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

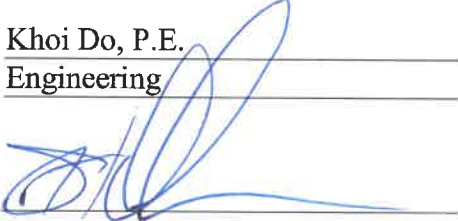
FISCAL IMPACT: The City of Chino will reimburse the City of Ontario for Chino's future impact costs on improvements to be made in Ontario due to this Chino Project.

BACKGROUND: Watson Land Company (Watson) recently developed the property located at the southwest corner of Merrill Avenue and Carpenter Avenue within the City of Chino ("the Project").

As part of the CEQA process for the Project, a traffic study was prepared which included an analysis of the impacts to intersections that are partially or wholly located within the City of Ontario. The traffic study determined that the Project needs to mitigate impacts at various intersections within the City of Ontario. The fair share payment is estimated to be \$375,131 for the construction of future improvements at those affected intersections.

Accordingly, the Mitigation Monitoring and Reporting Program (MMRP) in the Project's final EIR includes a provision requiring Watson to pay funds to the City of Chino which, to satisfy the requirements of the MMRP, will transfer these funds to the City of Ontario. The reimbursement agreement has been reviewed and approved by the City Attorney.

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

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

Submitted to Council/O.H.A. 08/21/2018
Approved: _____
Continued to: _____
Denied: _____

CITY OF ONTARIO

Agenda Report
August 21, 2018

SECTION:
CONSENT CALENDAR

SUBJECT: AMENDMENT TO THE MAINTENANCE SERVICE AGREEMENT FOR CUSTODIAL MAINTENANCE SERVICES FOR VARIOUS CITY FACILITIES

RECOMMENDATION: That the City Council authorize the City Manager to execute an amendment to the Maintenance Services Agreement (on file in the Records Management Department) with Merchants Building Maintenance of Pomona, California, extending the contract term to June 30, 2019 and adding \$106,394 of additional funding for an amended annual contract amount of \$585,950 plus contingency of \$10,000; and authorize addition of future services; and authorize the option to extend the agreement for an additional option year consistent with the City Council approved budgets.


COUNCIL GOALS: Operate in a Businesslike Manner

FISCAL IMPACT: The Fiscal Year 2018-19 Adopted Budget includes appropriations in the amount of \$499,350. The recommended actions will add \$106,394 to the contract, for a revised amount of \$585,950 plus \$10,000 of contingency for urgency services, or \$595,950. A budget adjustment requesting \$96,600 of appropriations will be included in the FY2018-19 First Quarter Budget Report.

At the City's discretion, an additional one-year extension may be exercised and the optional year includes price increases not to exceed 4% plus the 2019/2020 California Minimum increase for the fifth year. Future contracting actions will be commensurate with the City Council authorized work programs and budgets. Contracting for a the multi-year period will allow the City to: limit the potential for yearly increases to the bid amounts; avoid the costs of re-bidding the contract annually, provide service continuity; and project future costs.

BACKGROUND: In June, 16 2015, the City Council approved a three-year Maintenance Services Agreement with Merchants Building Maintenance of Pomona, California, for custodial maintenance services. The Maintenance Service Agreement scope provides regularly scheduled custodial maintenance services, quarterly window cleaning (excluding Colony High School Library) and annual floor maintenance for eleven (11) city facilities.

STAFF MEMBER PRESENTING: Mark Chase, Executive Director, Public Works

Prepared by: Victor Moraga
Department: Facilities Maintenance
City Manager Approval: 

Submitted to Council/O.H.A. 08/21/2018
Approved: _____
Continued to: _____
Denied: _____

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In January 2017, Senate Bill (SB) 3 implemented the first of six annual increases to the California Minimum Wage. Every January through 2022, the minimum wage will increase no more than \$1.00 until it reaches \$15.00 per hour. The proposed amendment to the Merchant Building Maintenance agreement provides for adjusted annual costs anticipated due to the California Minimum Wage increases for FY 2018-19.

CITY OF ONTARIO

Agenda Report
August 21, 2018

SECTION:
CONSENT CALENDAR

SUBJECT: ACCEPT A WRITTEN PETITION TO CREATE A COMMUNITY FACILITIES DISTRICT, ADOPT A RESOLUTION OF INTENTION TO ESTABLISH CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 33 (ARCHIBALD/SCHAEFER - FACILITIES), AND AUTHORIZE THE ASSOCIATED LEVY OF SPECIAL TAXES AND ADOPT A RESOLUTION TO INCUR BONDED INDEBTEDNESS


RECOMMENDATION: That the City Council consider and:

- (A) Accept a written petition (on file with the Records Management Department) from Western Pacific Housing, Inc., a Delaware limited liability company located in Corona, California, to create a community facilities district, and to waive certain procedural matters, under the Mello-Roos Community Facilities Act of 1982;
- (B) Adopt a Resolution of Intention to establish City of Ontario Community Facilities District No. 33 (Archibald/Schaefer - Facilities) (the "CFD"), authorize the associated levy of special taxes therein; and set a public hearing for the formation of the CFD as part of the regularly scheduled City Council meeting on Tuesday, October 2, 2018; and
- (C) Adopt a Resolution to Incur Bonded Indebtedness of proposed Community Facilities District No. 33 (Archibald/Schaefer - Facilities).

COUNCIL GOALS: Operate in a Businesslike Manner
Focus Resources in Ontario's Commercial and Residential Neighborhoods
Invest in the City's Infrastructure (Water, Streets, Sewers, 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 Archibald/Schaefer project is estimated to generate approximately \$6.3 million, which will be used

STAFF MEMBER PRESENTING: Grant D. Yee, Executive Director of Finance

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

Submitted to Council/O.H.A. 08/21/2018
Approved: _____
Continued to: _____
Denied: _____

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to help fund a portion of the public infrastructure improvements that will serve the project. Since Mello-Roos bonds are not a direct obligation of the City, and are paid from special taxes levied on each taxable parcel in the district, there is no General Fund impact from the issuance of Mello-Roos bonds.

BACKGROUND: The Mello-Roos Community Facilities Act of 1982 provides local government, with the consent from a majority of the property owners, the authority to establish community facilities districts for the purpose of levying special taxes to fund governmental services and to finance various kinds of public infrastructure facilities. With the adoption of Resolution 2015-018 on March 17, 2015, the City Council authorized the levy of special taxes to fund various city services for the district. Under the Mello-Roos Act, the initial steps in the formation of a community facilities district to finance public improvements are adopting resolutions declaring the City’s intention to establish a community facilities district and levy special taxes, and to issue bonds.

In the First Amended and Restated Agreement for the Financing and Construction of Limited Infrastructure Improvements to Serve an Easterly Portion of the New Model Colony (“First Amended and Restated Construction Agreement”) between the City and NMC Builders, LLC, the City agreed to cooperate with the members of NMC Builders, LLC in the formation of community facilities district to assist in the financing in the public improvements included in the agreement. Western Pacific Housing, Inc., an assignee of Distinguished Homes – a member of NMC Builders, LLC - has provided a written petition to the City requesting formation of a community facilities district for the Archibald/Schaefer project in Ontario Ranch. The Archibald/Schaefer project addresses the development of approximately 51 gross acres located east of Archibald Avenue, generally west of Turner Avenue, south of Schaefer Avenue and north of La Avenida Drive. At build out, the development is projected to include 229 detached single-family units.

Included, as part of the resolution of intention for the proposed district, is the proposed Rate and Method of Apportionment of Special Tax for the District. The terms of the Rate and Method of Apportionment of Special Tax are consistent with the City Council’s adopted Mello-Roos Local Goals and Policies. The community facilities district is being formed pursuant to the provisions of the Western Pacific Housing, Inc.’s Development Agreement, and the First Amended and Restated Construction Agreement between the City and NMC Builders, LLC.

Under the proposed Rate and Method of Apportionment, **the portion of the maximum annual special tax rates which will be used to fund debt service payments on the bonds is fixed and will not increase over time.** The amount of bonds authorized (\$22 million) under the resolution is set intentionally higher than the current proposed bond amount (approximately \$6.3 million) in order to allow future City Councils the option, without increasing the amount of the annual special taxes, to issue additional bonds to replace and/or construct new public infrastructure improvements in the future, or to fund City services. The term and structure of the Rate and Method of Apportionment of Special Tax for the Archibald/Schaefer project is consistent with those of the previously adopted Rates and Methods of Apportionment for Ontario Ranch community facilities districts. This will ensure that the special tax rates levied on all residential property owners in community facilities districts in Ontario Ranch be developed in a consistent and equivalent manner. In addition, under the provisions of the Mello-Roos Act, to ensure that home buyers are making an informed decision, all residential builders in Ontario Ranch community facilities districts will be required to disclose the maximum annual special tax amount to each homeowner before entering into a sales contract.

City staff members have discussed the proposed Rate and Method of Apportionment of Special Tax with the landowners. As proposed, the resolution of intention to establish the district and to levy special

taxes will set the public hearing date on the formation of the community facilities district for the regularly scheduled City Council meeting on Tuesday, October 2, 2018 to consider the matter.

RESOLUTION NO. _____

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. 33 (ARCHIBALD/SCHAEFER - FACILITIES), AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES.

WHEREAS, Section 53318 of the Mello-Roos Community Facilities Act of 1982 (the "Act") provides that proceedings for the establishment of a Community Facilities District shall be instituted by a legislative body of a local agency when a petition requesting the institution of the proceedings signed by the owners of not less than 10% of the area of land proposed to be included in the community facilities district and not proposed to be exempt from the special tax, describing the boundaries of the territory that is proposed for inclusion in the community facilities district and specifying the types of facilities and services to be financed by the community facilities district is filed with the clerk of the legislative body; and

WHEREAS, Section 53318 of the Act further provides that such a petition is not required to be acted upon until the payment of a fee in an amount that the legislative body determines, within 45 days of receiving such petition, is sufficient to compensate the legislative body for all costs incurred in conducting proceedings to create a community facilities district pursuant to the Act; and

WHEREAS, the City Council (the "City Council") of the City of Ontario (the "City") has received a written petition (the "Petition") from Western Pacific Housing, Inc., a Delaware corporation (the "Landowner") requesting the institution of proceedings for the establishment of a community facilities district (the "Community Facilities District"), describing the boundaries of the territory that is proposed for inclusion in the Community Facilities District and specifying the types of facilities and services to be financed by the Community Facilities District; and

WHEREAS, the Landowner has represented and warranted to the City Council that the Landowner is the owner of 100% of the area of land proposed to be included within the Community Facilities District and not proposed to be exempt from the special tax; and

WHEREAS, Section 53314.9 of the Act provides that, at any time either before or after the formation of a community facilities district, the legislative body may accept advances of funds from any source, including, but not limited to, private persons or private entities and may provide, by resolution, for the use of those funds for any authorized purpose, including, but not limited to, paying any cost incurred by the local agency in creating a community facilities district; and

WHEREAS, Section 53314.9 of the Act further provides that the legislative body may enter into an agreement, by resolution, with the person or entity advancing the funds, to repay all or a portion of the funds advanced, as determined by the legislative body, with or without interest, under all the following conditions: (a) the proposal to repay the funds is included in both the resolution of intention to establish a community facilities district adopted pursuant to Section 53321 of the Act and in the resolution of formation to establish a community facilities district pursuant to Section 53325.1 of the Act, (b) any proposed special tax is approved by the qualified electors of the community facilities district pursuant to the Act, and (c) any agreement shall specify that if the qualified electors of the community facilities district do not approve the proposed special tax, the local agency shall return any funds which have not been committed for any authorized purpose by the time of the election to the person or entity advancing the funds; and

WHEREAS, the City and the Landowner have entered into a Deposit and Reimbursement Agreement, dated as of August 1, 2018 (the "Deposit Agreement"), relating to the Community Facilities District, that provides for the advancement of funds by the Landowner to be used to pay costs incurred in connection with the establishment of the Community Facilities District and the issuance of special tax bonds thereby, and provides for the reimbursement to the Landowner of such funds advanced, without interest, from the proceeds of any such bonds issued by the Community Facilities District; and

WHEREAS, the City desires to include in this Resolution, in accordance with Section 53314.9 of the Act, the proposal to repay funds pursuant to the Deposit Agreement;

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

SECTION 1. The foregoing recitals are true and correct, and the City Council so finds and determines.

SECTION 2. The City Council hereby finds that the Petition is signed by the owner of the requisite amount of land proposed to be included in the Community Facilities District.

SECTION 3. The City Council proposes to establish a community facilities district under the terms of the Act. The boundaries of the territory proposed for inclusion in the Community Facilities District are described in the map showing the proposed Community Facilities District (the "Boundary Map") on file with the City Clerk of the City (the "City Clerk"), which boundaries are hereby preliminarily approved and to which map reference is hereby made for further particulars. The City Clerk is hereby directed to sign the original Boundary Map and record, or cause to be recorded, the Boundary Map with all proper endorsements thereon in the office of the San Bernardino County Recorder within 15 days of the date of adoption of this Resolution, all as required by Section 3111 of the California Streets and Highways Code.

SECTION 4. The name proposed for the Community Facilities District is “City of Ontario Community Facilities District No. 33 (Archibald/Schaefer - Facilities).”

SECTION 5. The public facilities (the “Facilities”) proposed to be financed by the Community Facilities District pursuant to the Act are described under the caption “Facilities” on Exhibit A hereto, which is by this reference incorporated herein. Those Facilities proposed to be purchased as completed public facilities are described under the caption “Facilities to be Purchased” on Exhibit A hereto. The services (the “Services”) proposed to be financed by the Community Facilities District pursuant to the Act are described under the caption “Services” on Exhibit A hereto. The incidental expenses proposed to be incurred are identified under the caption “Incidental Expenses” on Exhibit A hereto. All or any portion of the Facilities may be financed through a financing plan, including, but not limited to, a lease, lease-purchase or installment-purchase arrangement.

SECTION 6. Except where funds are otherwise available, a special tax sufficient to pay for all Facilities and Services, secured by recordation of a continuing lien against all nonexempt real property in the Community Facilities District, will be annually levied within the Community Facilities District. The rate and method of apportionment of the special tax (the “Rate and Method”), in sufficient detail to allow each landowner within the proposed Community Facilities District to estimate the maximum amount that he or she will have to pay, is described in Exhibit B attached hereto, which is by this reference incorporated herein. The conditions under which the obligation to pay the special tax to pay for Facilities may be prepaid and permanently satisfied are specified in the Rate and Method. The special tax will be collected in the same manner as ordinary *ad valorem* property taxes or in such other manner as the City Council shall determine, including direct billing of the affected property owners.

SECTION 7. The special tax may only finance the Services to the extent that they are in addition to those provided in the territory of the Community Facilities District before the Community Facilities District is created. The Services may not supplant services already available within that territory when the Community Facilities District is created.

SECTION 8. The tax year after which no further special tax to pay for Facilities will be levied against any parcel used for private residential purposes is specified in the Rate and Method. Under no circumstances shall the special tax to pay for Facilities in any fiscal year against any parcel used for private residential purposes be increased as a consequence of delinquency or default by the owner or owners of any other parcel or parcels within the Community Facilities District by more than 10% above the amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults. For purposes of this paragraph, a parcel shall be considered “used for private residential purposes” not later than the date on which an occupancy permit for private residential use is issued.

SECTION 9. Pursuant to Section 53344.1 of the Act, the City Council hereby reserves to itself the right and authority to allow any interested owner of property within the Community Facilities District, subject to the provisions of said Section 53344.1 and to those conditions as it may impose, and any applicable prepayment penalties as prescribed in the bond indenture or comparable instrument or document, to tender to the Community Facilities District treasurer in full payment or part payment of any installment of the special taxes or the interest or penalties thereon which may be due or delinquent, but for which a bill has been received, any bond or other obligation secured thereby, the bond or other obligation to be taken at par and credit to be given for the accrued interest shown thereby computed to the date of tender.

SECTION 10. The City Council hereby fixes Tuesday, October 2, 2018, at 6:30 p.m., or as soon thereafter as the City Council may reach the matter, at 303 East B Street, Ontario, California, as the time and place when and where the City Council will conduct a public hearing on the establishment of the Community Facilities District.

SECTION 11. The City Clerk is hereby directed to publish, or cause to be published, a notice of said public hearing one time in a newspaper of general circulation published in the area of the proposed Community Facilities District. The publication of said notice shall be completed at least seven days prior to the date herein fixed for said hearing. Said notice shall contain the information prescribed by Section 53322 of the Act.

SECTION 12. The levy of said proposed special tax shall be subject to the approval of the qualified electors of the Community Facilities District at a special election. The proposed voting procedure shall be by mailed or hand-delivered ballot among the landowners in the Community Facilities District, with each owner having one vote for each acre or portion of an acre such owner owns in the Community Facilities District.

SECTION 13. Each officer of the City who is or will be responsible for providing one or more of the proposed types of Facilities or Services is hereby directed to study, or cause to be studied, the proposed Community Facilities District and, at or before said public hearing, file a report with the City Council containing a brief description of the Facilities and Services by type which will in his or her opinion be required to adequately meet the needs of the Community Facilities District, and his or her estimate of the cost of providing the Facilities and Services. Such officers are hereby also directed to estimate the fair and reasonable cost of the Facilities proposed to be purchased as completed public facilities and of the incidental expenses proposed to be paid. Such report shall be made a part of the record of said public hearing.

SECTION 14. The Landowner has heretofore advanced certain funds, and may advance additional funds, which have been or may be used to pay costs incurred in connection with the establishment of the Community Facilities District and the issuance of special tax bonds thereby. The City Council proposes to repay all or a portion of such funds expended for such purpose, solely from the proceeds of such

bonds, pursuant to the Deposit Agreement. The Deposit Agreement is hereby incorporated herein as though set forth in full herein.

SECTION 15. The officers, employees and agents of the City are hereby authorized and directed to take all actions and do all things which they, or any of them, may deem necessary or desirable to accomplish the purposes of this Resolution and not inconsistent with the provisions hereof.

SECTION 16. This Resolution shall take effect immediately upon its adoption.

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

PASSED, APPROVED, AND ADOPTED this 21st day of August 2018.

PAUL S. LEON, MAYOR

ATTEST:

SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2018- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held August 21, 2018 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2018- duly passed and adopted by the Ontario City Council at their regular meeting held August 21, 2018.

SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT A

FACILITIES AND INCIDENTAL EXPENSES

Facilities

The types of facilities to be financed by the Community Facilities District are street and bridge improvements, including grading, paving, curbs and gutters, sidewalks, street signalization and signage, street lights and parkway and landscaping related thereto, domestic and recycled water distribution facilities, sewer collection facilities, solid waste facilities, storm drainage facilities, park and recreation facilities and equipment, aquatic facilities and equipment, fire facilities and equipment, police facilities and equipment, library facilities and equipment, fiber optic telecommunication system facilities, general governmental office, administrative and meeting facilities, and land, rights-of-way and easements necessary for any of such facilities.

Facilities to be Purchased

The types of facilities to be purchased as completed facilities are street and bridge improvements, including grading, paving, curbs and gutters, sidewalks, street signalization and signage, street lights and parkway and landscaping related thereto, domestic and recycled water distribution facilities, sewer collection facilities, solid waste facilities, storm drainage facilities, park and recreation facilities and equipment, aquatic facilities and equipment, fire facilities and equipment, police facilities and equipment, library facilities and equipment, fiber optic telecommunication system facilities, general governmental office, administrative and meeting facilities, and land, rights-of-way and easements necessary for any of such facilities.

Services

The types of services to be financed by the Community Facilities District are police protection services, fire protection and suppression services, ambulance and paramedic services, maintenance and lighting of parks, parkways, streets, roads and open space, flood and storm protection services and maintenance and operation of any real property or other tangible property with an estimated useful life of five or more years that is owned by the City.

Incidental Expenses

The incidental expenses proposed to be incurred include the following:

- (a) the cost of planning and designing public facilities to be financed, including the cost of environmental evaluations of those facilities;
- (b) the costs associated with the creation of the Community Facilities District, issuance of bonds, determination of the amount of taxes, collection of taxes, payment of taxes, or costs otherwise incurred in order to carry out the authorized purposes of the Community Facilities District; and
- (c) any other expenses incidental to the construction, completion, and inspection of the authorized work.

EXHIBIT B

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

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax shall be levied on all Assessor's Parcels in the City of Ontario Community Facilities District No. 33 (Archibald/Schaefer – Facilities) ("CFD No. 33") and collected each Fiscal Year, commencing in Fiscal Year 2019-20, in an amount determined by the City Council of the City of Ontario through the application of the Rate and Method of Apportionment, as described below. All of the real property in CFD No. 33, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Subdivision Map, parcel map, condominium plan, or other recorded County map.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the California Government Code.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 33: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or CFD No. 33 or both); the costs of collecting the Special Taxes (whether by the County or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City or CFD No. 33 of complying with arbitrage rebate requirements; the costs to the City or CFD No. 33 of complying with City, CFD No. 33, or obligated persons disclosure requirements associated with applicable federal and state securities laws and of the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs of the City or CFD No. 33 related to the analysis and reduction, if any, of the Special Tax on Single Family Property in accordance with Section C.1 herein; the costs of the City or CFD No. 33 related to an appeal of the Special Tax; the costs associated with the release of funds from any escrow account; the City's administration fees and third party expenses; the costs of City staff time and reasonable overhead relating to CFD No. 33; and amounts estimated or advanced by the City or CFD No. 33 for any other

administrative purposes of the CFD, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Assessor's Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel Number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" means, with respect to an Assessor's Parcel, that number assigned to such Assessor's Parcel by the County for purposes of identification.

"Assigned Special Tax" means the Special Tax for each Land Use Class of Developed Property, as determined in accordance with Section C.1.a.2 below.

"Backup Special Tax" means the Special Tax for each Land Use Class of Developed Property, as determined in accordance with Section C.1.a.3 below.

"Bonds" means any bonds or other debt (as defined in Section 53317(d) of the Act) issued by CFD No. 33 under the Act and payable from Special Taxes.

"Buildable Lot" means an individual lot, within a Final Subdivision Map or an area expected by CFD No. 33 to become Final Mapped Property, such as the area within a Tentative Tract Map, for which a building permit may be issued without further subdivision of such lot.

"CFD Administrator" means an official of the City responsible for determining the Special Tax Requirement, providing for the levy and collection of the Special Taxes, and performing the other duties provided for herein.

"CFD No. 33" means City of Ontario Community Facilities District No. 33 (Archibald/Schaefer – Facilities).

"City" means the City of Ontario, California.

"City Council" means the City Council of the City, acting as the legislative body of CFD No. 33.

"County" means the County of San Bernardino.

"Designated Buildable Lot" means a Buildable Lot for which a building permit has not been issued by the City as of the date of calculation of the Backup Special Tax.

"Developed Property" means for each Fiscal Year, all Taxable Property, exclusive of Final Mapped Property, Taxable Property Owner Association Property, and Taxable Public Property, for which a building permit or other applicable permit for new construction was issued after January 1, 2018, and before May 1 of the prior Fiscal Year.

“Expected Residential Lot Count” means 229 Buildable Lots of Single Family Property or, as determined by the CFD Administrator, the number of Buildable Lots of Single Family Property based on the most recent Tentative Tract Map(s) or most recently recorded Final Subdivision Map(s) or modified Final Subdivision Map(s).

“Facilities” means the public facilities authorized to be financed, in whole or in part, by CFD No. 33.

“Final Mapped Property” means, for each Fiscal Year, all Taxable Property, exclusive of Developed Property, Taxable Property Owner Association Property, and Taxable Public Property, which as of January 1 of the previous Fiscal Year was located within a Final Subdivision Map. The term Final Mapped Property shall include any parcel map or Final Subdivision Map, or portion thereof, that creates individual lots for which a building permit may be issued, including Parcels that are designated as a remainder Parcel (i.e., one where the size, location, etc., precludes any further subdivision or taxable use).

“Final Subdivision Map” means a final tract map, parcel map, or lot line adjustment approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or a condominium plan recorded pursuant to California Civil Code 1352 that, in either case, creates individual lots for which building permits may be issued without further subdivision.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Indenture” means the indenture, fiscal agent agreement, resolution, or other instrument pursuant to which Bonds are issued, as modified, amended, and/or supplemented from time to time.

“Land Use Class” means any of the classes listed in Table 1 below.

“Maximum Special Tax” means, with respect to an Assessor’s Parcel of Taxable Property, the Maximum Special Tax determined in accordance with Section C.1 below that can be levied in any Fiscal Year on such Assessor’s Parcel of Taxable Property.

“Minimum Sale Price” means the minimum price at which Units of a given Land Use Class have sold or are expected to be sold in a normal marketing environment and shall not include prices for such Units that are sold at a discount to expected sales prices for the purpose of stimulating the initial sales activity with respect to such Land Use Class.

“Non-Residential Property” means all Assessor’s Parcels of Developed Property for which a building permit was issued by the City permitting the construction of one or more non-residential structures or facilities.

“Other Residential Property” means all Assessor’s Parcels of Developed Property for which a building permit was issued by the City for purposes of constructing Units, excluding Single Family Attached Property and Single Family Detached Property.

“Outstanding Bonds” means all Bonds which are outstanding under and in accordance with the provisions of the Indenture.

“PACE Charges” means a contractual assessment or special tax as established by a public agency pursuant to AB 811 or SB 555, respectively, levied on an Assessor’s Parcel to fund eligible improvements to private property and entered into voluntarily by the property owner.

“Price Point Consultant” means any consultant or firm of such consultants selected by CFD No. 33 that (a) has substantial experience in performing price point studies for residential units within community facilities districts established under the Act or otherwise estimating or confirming pricing for residential units in such community facilities districts, (b) has recognized expertise in analyzing economic and real estate data that relates to the pricing of residential units in such community facilities districts, (c) is in fact independent and not under the control of CFD No. 33 or the City, (d) does not have any substantial interest, direct or indirect, with or in (i) CFD No. 33, (ii) the City, (iii) any owner of real property in CFD No. 33, or (iv) any real property in CFD No. 33, and (e) is not connected with CFD No. 33 or the City as an officer or employee thereof, but who may be regularly retained to make reports to CFD No. 33 or the City.

“Price Point Study” means a price point study or a letter updating a previous price point study prepared by the Price Point Consultant pursuant to Section C herein.

“Property Owner Association Property” means, for each Fiscal Year, any property within the boundaries of CFD No. 33 that was owned by a property owner association, including any master or sub-association, as of January 1 of the prior Fiscal Year.

“Proportionately” means (a) for Developed Property in the first step of Section D below, that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor’s Parcels of Developed Property; however, for Developed Property in the fourth step of Section D below, Proportionately means that the amount of the increase above the Assigned Special Tax, if necessary, is equal for all Assessor’s Parcels of Developed Property, except that if the Backup Special Tax limits the increase on any Assessor’s Parcel(s), then the amount of the increase shall be equal for the remaining Assessor’s Parcels; (b) for Final Mapped Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor’s Parcels of Final Mapped Property; (c) for Undeveloped Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor’s Parcels of Undeveloped Property; (d) for Taxable Property Owner Association Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor’s Parcels of Taxable Property Owner Association Property; and (e) for Taxable Public Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor’s Parcels of Taxable Public Property.

“Public Property” means, for each Fiscal Year, property within the boundaries of CFD No. 33 that is (a) owned by, irrevocably offered to, or dedicated to the federal government, the State, the County, the City, or any local government or other public agency or (b) encumbered by an easement for purposes of public or utility right-of-way

that makes impractical its use for any purpose other than that set forth in such easement, provided that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified according to its use.

“Rate and Method of Apportionment” means this Rate and Method of Apportionment of Special Tax.

“Residential Floor Area” means all of the Square Footage of living area within the perimeter of a Unit, not including any carport, walkway, garage, overhang, patio, enclosed patio, or similar area. The determination of Residential Floor Area shall be as set forth in the building permit(s) issued for such Assessor’s Parcel, or as set forth in other official records maintained by the City’s Building Department or other appropriate means selected by CFD No. 33. The actual Square Footage shall be rounded up to the next whole square foot. Once such determination has been made for an Assessor’s Parcel, it shall remain fixed in all future Fiscal Years unless an appeal pursuant to Section F below is approved that results in a change in the actual Square Footage.

“Services” means the services authorized to be financed, in whole or in part, by CFD No. 33.

“Single Family Attached Property” means all Assessor’s Parcels of Developed Property for which a building permit or use permit was issued for construction of a residential structure consisting of two or more Units that share common walls, have separate Assessor’s Parcel Numbers assigned to them (except for a duplex unit, which may share an Assessor’s Parcel with another duplex unit), and may be purchased by individual homebuyers (which shall still be the case even if the Units are purchased and subsequently offered for rent by the owner of the Unit), including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 1351.

“Single Family Detached Property” means all Assessor’s Parcels of Developed Property for which a building permit was issued for construction of a Unit, on one legal lot, that does not share a common wall with another Unit.

“Single Family Property” means all Assessor’s Parcels of Single Family Attached Property and Single Family Detached Property.

“Special Tax” means the special tax authorized by the qualified electors of CFD No. 33 to be levied within the boundaries of CFD No. 33.

“Special Tax Requirement” means for any Fiscal Year that amount required, after taking into account available amounts held in the funds and accounts established under the Indenture, for CFD No. 33 to: (i) pay debt service on all Outstanding Bonds which is due in the calendar year that commences in such Fiscal Year; (ii) pay periodic costs on the Bonds, including, but not limited to, credit enhancement and rebate payments on the Bonds; (iii) pay Administrative Expenses; (iv) provide any amounts required to establish or replenish any reserve fund for the Bonds; (v) pay directly for acquisition or

construction of Facilities, or the cost of Services, to the extent that the inclusion of such amounts does not increase the Special Tax levy on Final Mapped Property or Undeveloped Property; (vi) provide an amount equal to Special Tax delinquencies based on the historical delinquency rate for the Special Tax as determined by the CFD Administrator.

“Square Footage” or **“Sq. Ft.”** means the floor area square footage reflected on the original construction building permit, or as set forth in other official records maintained by the City’s Building Department or other appropriate means selected by CFD No. 33, issued for construction of Single Family Property, Other Residential Property, or Non-Residential Property, plus any square footage subsequently added to a building of Non-Residential Property after issuance of a building permit for expansion or renovation of such building.

“State” means the State of California.

“Taxable Property” means, for each Fiscal Year, all of the Assessor’s Parcels within the boundaries of CFD No. 33 that are not exempt from the Special Tax pursuant to law or Section E below.

“Taxable Property Owner Association Property” means, for each Fiscal Year, all Assessor’s Parcels of Property Owner Association Property that are not exempt from the Special Tax pursuant to Section E below.

“Taxable Public Property” means, for each Fiscal Year, all Assessor’s Parcels of Public Property that are not exempt from the Special Tax pursuant to law or Section E below.

“Tentative Tract Map” means a map: (i) showing a proposed subdivision of an Assessor’s Parcel(s) and the conditions pertaining thereto; (ii) that may or may not be based on a detailed survey; and (iii) that is not recorded by the County to create legal lots.

“Total Tax Burden” means for any Unit, the annual Special Tax, together with *ad valorem* property taxes, special assessments, special taxes for any overlapping community facilities district, and any other taxes, fees, and charges which are levied and imposed on such Unit and the real property on which it is located and collected by the County on *ad valorem* tax bills and which are secured by such Unit and the real property on which it is located, assuming such Unit had been completed, sold, and subject to such levies and impositions, excluding service charges such as those related to sewer and trash and excluding PACE Charges levied on individual Assessor’s Parcels.

“Trustee” means the trustee or fiscal agent under the Indenture.

“TTM 18419” means Tentative Tract Map No. 18419, the area of which is located within CFD No. 33.

“Undeveloped Property” means, for each Fiscal Year, all Taxable Property not classified as Developed Property, Final Mapped Property, Taxable Public Property, or Taxable Property Owner Association Property.

“Unit” means an individual single-family detached or attached home, townhome, condominium, apartment, or other residential dwelling unit, including each separate living area within a half-plex, duplex, triplex, fourplex, or other residential structure.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year, beginning with Fiscal Year 2019-20, all Taxable Property within CFD No. 33 shall be classified as Developed Property, Final Mapped Property, Taxable Public Property, Taxable Property Owner Association Property, or Undeveloped Property and shall be subject to Special Taxes in accordance with the Rate and Method of Apportionment as determined pursuant to Sections C and D below. Assessor’s Parcels of Single Family Property shall be assigned to Land Use Classes 1 through 11, as listed in Table 1 below based on the Residential Floor Area of the Units on such Assessor’s Parcels. Other Residential Property shall be assigned to Land Use Class 12, and Non-Residential Property shall be assigned to Land Use Class 13.

C. MAXIMUM SPECIAL TAX

1. Special Tax

At least 30 days prior to the issuance of Bonds, the Assigned Special Tax on Developed Property (set forth in Table 1 below) shall be analyzed in accordance with and subject to the conditions set forth in this Section C. At such time, CFD No. 33 shall select and engage a Price Point Consultant and the CFD Administrator shall request the Price Point Consultant to prepare a Price Point Study setting forth the Minimum Sale Price of Units within each Land Use Class. If based upon such Price Point Study the CFD Administrator calculates that the Total Tax Burden applicable to Units within one or more Land Use Classes of Single Family Property to be constructed within CFD No. 33 exceeds 1.95% of the Minimum Sale Price of such Units, the Assigned Special Tax shall be reduced to the extent necessary to cause the Total Tax Burden that shall apply to Units within such Land Use Class(es) not to exceed 1.95% of the Minimum Sale Price of such Units.

Each Assigned Special Tax reduction for a Land Use Class shall be calculated by the CFD Administrator separately, and it shall not be required that such reduction be proportionate among Land Use Classes. In connection with any reduction in the Assigned Special Tax, the Backup Special Tax shall also be reduced by the CFD Administrator based on the percentage reduction in Maximum Special Tax revenues within the Tentative Tract Map area(s) where the Assigned Special Tax reductions occurred. Upon determining the reductions, if any, in the Assigned Special Tax and Backup Special Tax required pursuant to this Section C, the CFD Administrator shall complete the Certificate of Modification of Special Tax substantially in the form attached hereto as Exhibit A (the “Certificate of Modification”), shall execute such completed Certificate of Modification, and shall deliver such executed Certificate of Modification to CFD No. 33. Upon receipt thereof, if in satisfactory form, CFD No. 33 shall execute such Certificate

of Modification. The reduced Assigned Special Tax and Backup Special Tax specified in such Certificate of Modification shall become effective upon the execution of such Certificate of Modification by CFD No. 33.

The Special Tax reductions required pursuant to this section shall be reflected in an amended notice of Special Tax lien, which CFD No. 33 shall cause to be recorded with the County Recorder as soon as practicable after execution of the Certificate of Modification by CFD No. 33. The reductions in this section apply to Single Family Property, but not to Other Residential Property or Non-Residential Property.

a. Developed Property

1) *Maximum Special Tax*

The Maximum Special Tax that may be levied in any Fiscal Year for each Assessor’s Parcel classified as Developed Property shall be the greater of (i) the amount derived by application of the Assigned Special Tax or (ii) the amount derived by application of the Backup Special Tax. The Maximum Special Tax shall not increase in future years, other than as calculated pursuant to Section C.1.a.3 below.

2) *Assigned Special Tax*

The Assigned Special Tax that may be levied in any Fiscal Year for each Land Use Class is shown below in Table 1.

**TABLE 1
ASSIGNED SPECIAL TAX – DEVELOPED PROPERTY**

Land Use Class	Description	Residential Floor Area (Square Footage)	Assigned Special Tax
1	Single Family Property	< 1,101	\$1,020 per Unit
2	Single Family Property	1,101 – 1,300	\$1,339 per Unit
3	Single Family Property	1,301 – 1,500	\$1,587 per Unit
4	Single Family Property	1,501 – 1,700	\$1,757 per Unit
5	Single Family Property	1,701 – 1,900	\$2,095 per Unit
6	Single Family Property	1,901 – 2,100	\$2,385 per Unit
7	Single Family Property	2,101 – 2,300	\$2,507 per Unit
8	Single Family Property	2,301 – 2,500	\$2,553 per Unit
9	Single Family Property	2,501 – 2,700	\$2,907 per Unit
10	Single Family Property	2,701 – 2,900	\$3,080 per Unit

11	Single Family Property	> 2,900	\$3,160 per Unit
12	Other Residential Property		\$25,577 per Acre
13	Non-Residential Property		\$25,577 per Acre

3) *Backup Special Tax*

The Backup Special Tax shall be \$2,195 per Unit for Single Family Property. However, if the Expected Residential Lot Count does not equal 229 for Single Family Property, and the City has not issued Bonds, then the Backup Special Tax for Designated Buildable Lots of Single Family Property shall be calculated according to the following formula:

$$\text{Backup Special Tax} = \$502,748 \div \text{Expected Residential Lot Count for Single Family Property}$$

If any portion of a Final Subdivision Map, or any area expected by CFD No. 33 to become Final Mapped Property, such as the area within TTM 18419, or any other Tentative Tract Map, changes any time after the City has issued Bonds, causing an adjustment to the number of Designated Buildable Lots, then the Backup Special Tax for all Designated Buildable Lots of Single Family Property subject to the change shall be calculated according to the following steps:

Step 1: Determine the total Backup Special Taxes that could have been collected from Designated Buildable Lots of Single Family Property prior to the Final Subdivision Map or expected Final Mapped Property change.

Step 2: Divide the amount determined in Step 1 by the number of Designated Buildable Lots of Single Family Property that exists after the Final Subdivision Map or expected Final Mapped Property change.

Step 3: Apply the amount determined in Step 2 as the Backup Special Tax per Unit for Single Family Property.

The Backup Special Tax for an Assessor's Parcel shall not change once an Assessor's Parcel is classified as Developed Property.

b. Final Mapped Property, Taxable Public Property, Taxable Property Owner Association Property, and Undeveloped Property

The Maximum Special Tax for Final Mapped Property, Taxable Public Property, Taxable Property Owner Association Property, and Undeveloped Property shall be \$25,577 per Acre, and shall not be subject to increase or reduction and, therefore, shall remain the same in every Fiscal Year.

2. Multiple Land Use Classes on an Assessor's Parcel

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Class. The Maximum Special Tax levied on such Assessor's Parcel shall be the sum of the Maximum Special Tax for all Units of Single Family Property and Acres of Other Residential Property and Non-Residential Property (based on the pro rata share of Square Footage between Other Residential Property and Non-Residential Property, according to the applicable building permits, Final Subdivision Map, parcel map, condominium plan, or other recorded County map) located on that Assessor's Parcel.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Each Fiscal Year, beginning with Fiscal Year 2019-20, the CFD Administrator shall determine the Special Tax Requirement for such Fiscal Year. The Special Tax shall then be levied as follows:

First: If needed to satisfy the Special Tax Requirement, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property up to 100% of the applicable Assigned Special Tax;

Second: If additional monies are needed to satisfy the Special Tax Requirement after the first step has been completed, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Final Mapped Property up to 100% of the Maximum Special Tax for Final Mapped Property;

Third: If additional monies are needed to satisfy the Special Tax Requirement after the first two steps have been completed, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the Maximum Special Tax for Undeveloped Property;

Fourth: If additional monies are needed to satisfy the Special Tax Requirement after the first three steps have been completed, then the levy of the Special Tax on each Assessor's Parcel of Developed Property whose Maximum Special Tax is determined through the application of the Backup Special Tax shall be increased Proportionately from the Assigned Special Tax up to the Maximum Special Tax for each such Assessor's Parcel;

Fifth: If additional monies are needed to satisfy the Special Tax Requirement after the first four steps have been completed, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Property Owner Association Property up to the Maximum Special Tax for Taxable Property Owner Association Property;

Sixth: If additional monies are needed to satisfy the Special Tax Requirement after the first five steps have been completed, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property up to the Maximum Special Tax for Taxable Public Property.

Notwithstanding the above, under no circumstances shall the Special Tax levied in any Fiscal Year on any Assessor's Parcel of Single Family Property or Other Residential Property for which an occupancy permit for private residential use has been issued be increased as a result of delinquency or default by the owner or owners of any other Assessor's Parcel or Assessor's Parcels within CFD No. 33 by more than ten percent above the amount that would have been levied in that Fiscal Year had there never been any such delinquencies or defaults.

E. EXEMPTIONS

No Special Tax shall be levied on up to 24.31 Acres of Public Property and up to 3.16 Acres of Property Owner Association Property. Tax-exempt status will be assigned by the CFD Administrator in the chronological order in which property becomes Public Property or Property Owner Association Property.

Property Owner Association Property or Public Property that is not exempt from the Special Tax under this section shall be subject to the levy of the Special Tax and shall be taxed Proportionately as part of the fifth or sixth step, respectively, in Section D above, up to 100% of the applicable Maximum Special Tax for Taxable Property Owner Association Property and Taxable Public Property. No Special Tax shall be levied in any Fiscal Year on Assessor's Parcels that have fully prepaid the Special Tax obligation pursuant to the formula set forth in Section H.

F. APPEALS

Any property owner may file a written appeal of the Special Tax with CFD No. 33 claiming that the amount or application of the Special Tax is not correct. The appeal must be filed not later than one calendar year after having paid the Special Tax that is disputed, and the appellant must be current in all payments of Special Taxes. In addition, during the term of the appeal process, all Special Taxes levied must be paid on or before the payment date established when the levy was made.

The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination.

If the property owner disagrees with the CFD Administrator's decision relative to the appeal, the owner may then file a written appeal with the City Council whose subsequent

decision shall be final and binding on all interested parties. If the decision of the CFD Administrator or subsequent decision by the City Council requires the Special Tax to be modified or changed in favor of the property owner, then the CFD Administrator shall determine if sufficient Special Tax revenue is available to make a cash refund. If a cash refund cannot be made, then an adjustment shall be made to credit future Special Tax levy(ies).

This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.

G. MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that the Special Taxes may be collected in such other manner as the City Council shall determine, including direct billing of affected property owners.

H. PREPAYMENT OF SPECIAL TAX

The following definitions apply to this Section H:

“CFD Public Facilities” means \$6,303,000 each Prepayment Period, or such lower number as determined by the City Council to be sufficient to fund the Facilities and Services to be provided by CFD No. 33.

“Expenditures Fund” means funds or accounts, regardless of their names, that are established to hold moneys that are available to acquire or construct Facilities and to fund Services.

“Future Facilities Costs” means the CFD Public Facilities minus (i) Facilities and Services costs previously paid from the Expenditures Fund during the Prepayment Period in which the prepayment is being made, (ii) moneys currently on deposit in the Expenditures Fund from deposits made during the Prepayment Period in which the prepayment is being made, and (iii) moneys currently on deposit in an escrow fund that are expected to be available to finance Facilities costs. In no event shall the amount of Future Facilities Costs be less than zero.

“Prepayment Period” means one of three periods of time during which a Special Tax prepayment may be made.

“Prepayment Period 1” means July 1, 2019, through June 30, 2053.

“Prepayment Period 2” means July 1, 2053, through June 30, 2086.

“Prepayment Period 3” means July 1, 2086, through June 30, 2120.

1. Prepayment in Full

The obligation of an Assessor's Parcel to pay the Special Tax may be prepaid as described herein, provided that a prepayment may be made only for Assessor's Parcels for which a building permit for new construction was issued after January 1, 2018, and only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Special Tax obligation shall provide the CFD Administrator with written notice of intent to prepay. Within 30 days of receipt of such written notice, the CFD Administrator shall notify such owner of the prepayment amount for such Assessor's Parcel. The CFD Administrator may charge a fee for providing this service. Prepayment in any six month period must be made not less than 45 days prior to the next occurring date that notice of redemption of Bonds from the proceeds of such prepayment may be given to the Trustee pursuant to the Indenture.

The Special Tax Prepayment Amount (defined below) shall be calculated as summarized below (capitalized terms as defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance Amount
plus	Administrative Fees and Expenses
<u>less</u>	<u>Reserve Fund Credit</u>
Total	Prepayment Amount

As of the proposed date of prepayment, the Special Tax Prepayment Amount (defined below) shall be calculated by the CFD Administrator as follows:

Paragraph No.

1. Confirm that no Special Tax delinquencies apply to such Assessor's Parcel, and determine the Prepayment Period for the proposed prepayment.
2. Compute the Assigned Special Tax and Backup Special Tax for the Assessor's Parcel to be prepaid based on the Developed Property Special Tax which is, or could be, charged in the current Fiscal Year. For Assessor's Parcels of Final Mapped Property (for which a building permit has been issued but which is not yet classified as Developed Property) to be prepaid, compute the Assigned Special Tax and Backup Special Tax for that Assessor's Parcel as though it was already designated as Developed Property, based upon the building permit which has already been issued for that Assessor's Parcel.
3. (a) Divide the Assigned Special Tax computed pursuant to Paragraph 2 by the total estimated Assigned Special Tax for CFD No. 33 based on the Developed Property Special Tax which could be charged in the current Fiscal Year on all

expected development through buildout of CFD No. 33, excluding any Assessor's Parcels which have been prepaid, and

(b) Divide the Backup Special Tax computed pursuant to Paragraph 2 by the estimated total Backup Special Tax at buildout of CFD No. 33, excluding any Assessor's Parcels which have been prepaid.

4. Multiply the larger quotient computed pursuant to Paragraph 3(a) or 3(b) by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid (the "Bond Redemption Amount").
5. Multiply the Bond Redemption Amount computed pursuant to Paragraph 4 by the applicable redemption premium (e.g., the redemption price minus 100%), if any, on the Outstanding Bonds to be redeemed (the "Redemption Premium").
6. Compute the Future Facilities Costs for the applicable Prepayment Period.
7. Multiply the larger quotient computed pursuant to Paragraph 3(a) or 3(b) by the amount determined pursuant to Paragraph 6 to compute the amount of Future Facilities Costs to be prepaid (the "Future Facilities Amount").
8. Compute the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the earliest redemption date for the Outstanding Bonds.
9. Determine the Special Tax levied on the Assessor's Parcel in the current Fiscal Year which has not yet been paid.
10. Add the amounts computed pursuant to Paragraphs 8 and 9 to determine the "Defeasance Amount".
11. Verify the administrative fees and expenses of CFD No. 33, including the costs to compute the prepayment, the costs to invest the prepayment proceeds, the costs to redeem Bonds, and the costs to record any notices to evidence the prepayment and the redemption (the "Administrative Fees and Expenses").
12. If reserve funds for the Outstanding Bonds, if any, are at or above 100% of the reserve requirement (as defined in the Indenture) on the prepayment date, a reserve fund credit shall be calculated as a reduction in the applicable reserve fund for the Outstanding Bonds to be redeemed pursuant to the prepayment (the "Reserve Fund Credit"). No Reserve Fund Credit shall be granted if reserve funds are below 100% of the reserve requirement on the prepayment date or the redemption date.
13. The Special Tax prepayment is equal to the sum of the amounts computed pursuant to Paragraphs 4, 5, 7, 10, and 11, less the amount computed pursuant to Paragraph 12 (the "Prepayment Amount").

14. From the Prepayment Amount, the amounts computed pursuant to Paragraphs 4, 5, 10, and 12 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make debt service payments. The amount computed pursuant to Paragraph 7 shall be deposited into the Expenditures Fund. The amount computed pursuant to Paragraph 11 shall be retained by CFD No. 33.

The Special Tax Prepayment Amount may be sufficient to redeem other than a \$5,000 increment of Bonds. In such cases, the increment above \$5,000, or integral multiple thereof, will be retained in the appropriate fund established under the Indenture to be used with the next prepayment of Bonds or to make debt service payments.

As a result of the payment of the current Fiscal Year's Special Tax levy as determined under Paragraph 9 (above), the CFD Administrator shall remove the current Fiscal Year's Special Tax levy for such Assessor's Parcel from the County tax rolls. With respect to any Assessor's Parcel that is prepaid during Prepayment Period 3, the CFD Administrator shall cause a suitable notice to be recorded in compliance with the Act to indicate that the Special Tax has been prepaid and that the obligation of such Assessor's Parcel to pay the Special Tax shall cease.

With respect to the Special Tax for any Assessor's Parcel that is prepaid during Prepayment Period 1 or Prepayment Period 2, the obligation of such Assessor's Parcel to pay the Special Tax shall be tolled, or suspended, through the end of such Prepayment Period, but shall resume in the first Fiscal Year of the subsequent Prepayment Period. The CFD Administrator shall cause a suitable notice to be recorded in compliance with the Act to indicate that the Special Tax has been satisfied for the remainder of the applicable Prepayment Period but has not been permanently satisfied and the obligation to pay the Special Tax will resume in the first Fiscal Year of the Prepayment Period following the Prepayment Period in which the prepayment was made. Once the obligation of an Assessor's Parcel to pay the Special Tax resumes, the Special Tax for the then applicable Prepayment Period may be prepaid.

Notwithstanding the foregoing, no Special Tax prepayment shall be allowed unless the amount of Maximum Special Tax that may be levied on Taxable Property within CFD No. 33 (after excluding 24.31 Acres of Public Property and 3.16 acres of Property Owner Association Property) both prior to and after the proposed prepayment is at least 1.1 times the maximum annual debt service on all Outstanding Bonds.

2. Prepayment in Part

The Special Tax on an Assessor's Parcel for which a building permit for new construction was issued after January 1, 2018, may be partially prepaid. The amount of the prepayment shall be calculated as in Section H.1, except that a partial prepayment shall be calculated by the CFD Administrator according to the following formula:

$$PP = (PF - AE) \times \% + AE.$$

The terms above have the following meaning:

PP = the partial prepayment

PF = the Prepayment Amount (full prepayment) for the Special Tax calculated according to Section H.1

AE = the Administrative Fees and Expenses determined pursuant to paragraph 11 above

% = the percentage by which the owner of the Assessor's Parcel(s) is partially prepaying the Special Tax

The Special Tax partial prepayment amount must be sufficient to redeem at least a \$5,000 increment of Bonds.

The owner of any Assessor's Parcel who desires such prepayment shall notify the CFD Administrator of such owner's intent to partially prepay the Special Tax and the percentage by which the Special Tax shall be prepaid. The CFD Administrator shall provide the owner with a statement of the amount required for the partial prepayment of the Special Tax for an Assessor's Parcel within thirty (30) days of the request and may charge a fee for providing this service. With respect to any Assessor's Parcel that is partially prepaid, the CFD Administrator shall (i) distribute the remitted prepayment funds according to Section H.1, and (ii) indicate in the records of CFD No. 33 that there has been a partial prepayment of the Special Tax and that a portion of the Special Tax with respect to such Assessor's Parcel, equal to the outstanding percentage (100% - "%", as defined above) of the Maximum Special Tax, shall continue to be levied on such Assessor's Parcel pursuant to Section D during the Prepayment Period in which the partial prepayment is made.

For partial prepayments made during Prepayment Period 1 or Prepayment Period 2, the full amount of the Special Tax shall resume in the first Fiscal Year of the Prepayment Period following the Prepayment Period in which the partial prepayment was made. Once the obligation of an Assessor's Parcel to pay the Special Tax resumes, the Special Tax for the then applicable Prepayment Period may be prepaid.

I. TERM OF SPECIAL TAX

The Fiscal Year after which no further Special Tax shall be levied or collected is Fiscal Year 2119-2120, except that the Special Tax that was lawfully levied in or before such Fiscal Year and that remains delinquent may be collected in subsequent years.

EXHIBIT A

**CERTIFICATE OF MODIFICATION OF SPECIAL TAX
(PAGE 1 OF 2)**

CFD No. 33 CERTIFICATE

1. Pursuant to Section C.1 of the Rate and Method of Apportionment of Special Tax (the “Rate and Method”) for City of Ontario Community Facilities District No. 33 (Archibald/Schaefer – Facilities) (“CFD No. 33”), the Assigned Special Tax and the Backup Special Tax for Developed Property within CFD No. 33 has been modified.
 - a. The information in Table 1 relating to the Assigned Special Tax for Developed Property within CFD No. 33, as stated in Section C.1.a.2 of the Rate and Method of Apportionment, has been modified as follows:

**TABLE 1
ASSIGNED SPECIAL TAX – DEVELOPED PROPERTY**

Land Use Class	Description	Residential Floor Area (Square Footage)	Assigned Special Tax
1	Single Family Property	< 1,101	[\$] per Unit
2	Single Family Property	1,101 – 1,300	[\$] per Unit
3	Single Family Property	1,301 – 1,500	[\$] per Unit
4	Single Family Property	1,501 – 1,700	[\$] per Unit
5	Single Family Property	1,701 – 1,900	[\$] per Unit
6	Single Family Property	1,901 – 2,100	[\$] per Unit
7	Single Family Property	2,101 – 2,300	[\$] per Unit
8	Single Family Property	2,301 – 2,500	[\$] per Unit
9	Single Family Property	2,501 – 2,700	[\$] per Unit
10	Single Family Property	2,701 – 2,900	[\$] per Unit
11	Single Family Property	> 2,900	[\$] per Unit
12	Other Residential Property		[\$] per Acre
13	Non-Residential Property		[\$] per Acre

EXHIBIT A

**CERTIFICATE OF MODIFICATION OF SPECIAL TAX
(PAGE 2 OF 2)**

- b. The Backup Special Tax for Developed Property, as stated in Section C.1.a.3, shall be modified as follows:

The Backup Special Tax shall be \$[_____] per Unit for Single Family Property. However, if the Expected Residential Lot Count does not equal 241 for Single Family Property, and the City has not issued Bonds, then the Backup Special Tax for Designated Buildable Lots of Single Family Property shall be calculated according to the following formula:

$$\text{Backup Special Tax} = \$[\text{_____}] \div \text{Expected Residential Lot Count for Single Family Property}$$

2. The Special Tax for Developed Property may only be modified prior to the first issuance of CFD No. 33 Bonds.
3. Upon execution of this Certificate by CFD No. 33, CFD No. 33 shall cause an amended notice of Special Tax lien for CFD No. 33 to be recorded reflecting the modifications set forth herein.

Capitalized undefined terms used herein have the meanings ascribed thereto in the Rate and Method. The modifications set forth in this Certificate have been calculated by the CFD Administrator in accordance with the Rate and Method.

GOODWIN CONSULTING GROUP, INC.
CFD ADMINISTRATOR

By: _____ Date: _____

The undersigned acknowledges receipt of this Certificate and of the modification of the Assigned Special Tax and the Backup Special Tax for Developed Property as set forth in this Certificate.

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

By: _____ Date: _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, TO INCUR BONDED INDEBTEDNESS OF THE PROPOSED CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 33 (ARCHIBALD/SCHAEFER - FACILITIES).

WHEREAS, 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"), has this date adopted its 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. 33 (Archibald/Schaefer - Facilities), and to Authorize the Levy of Special Taxes," stating its intention to establish City of Ontario Community Facilities District No. 33 (Archibald/Schaefer - Facilities) (the "Community Facilities District") for the purpose of financing certain public facilities (the "Facilities") and services, as further provided in said Resolution; and

WHEREAS, in order to finance the Facilities it is necessary to incur bonded indebtedness in the amount of up to \$22,000,000;

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

SECTION 1. The foregoing recitals are true and correct, and the City Council so finds and determines.

SECTION 2. The City Council hereby declares that in order to finance the Facilities, it is necessary to incur bonded indebtedness.

SECTION 3. The purpose for which the proposed debt is to be incurred is to provide the funds necessary to pay the costs of the Facilities, including all costs and estimated costs incidental to, or connected with, the accomplishment of said purpose and of the financing thereof, as permitted by Section 53345.3 of the Act.

SECTION 4. The maximum amount of the proposed debt is \$22,000,000.

SECTION 5. The City Council hereby fixes Tuesday, October 2, 2018, at 6:30 p.m., or as soon thereafter as the City Council may reach the matter, at 303 East B Street, Ontario, California, as the time and place when and where the City Council will conduct a public hearing on the proposed debt authorization.

SECTION 6. The City Clerk is hereby directed to publish, or cause to be published, a notice of said public hearing one time in a newspaper of general circulation published in the area of the proposed Community Facilities District. The publication of said notice shall be completed at least seven days prior to the date herein fixed for said

hearing. Said notice shall contain the information prescribed by Section 53346 of the Act.

SECTION 7. The officers, employees and agents of the City are hereby authorized and directed to take all actions and do all things which they, or any of them, may deem necessary or desirable to accomplish the purposes of this Resolution and not inconsistent with the provisions hereof.

SECTION 8. This Resolution shall take effect immediately upon its adoption.

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

PASSED, APPROVED, AND ADOPTED this 21st day of August 2018.

PAUL S. LEON, MAYOR

ATTEST:

SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2018- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held August 21, 2018 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2018- duly passed and adopted by the Ontario City Council at their regular meeting held August 21, 2018.

SHEILA MAUTZ, CITY CLERK

(SEAL)

CITY OF ONTARIO

Agenda Report
August 21, 2018

SECTION:
CONSENT CALENDAR

SUBJECT: APPROVAL OF ALLOCATION AND SPENDING PLAN FOR THE BUREAU OF JUSTICE ASSISTANCE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM FOR FY 2018

RECOMMENDATION: That the City Council approve and authorize the City Manager to execute all documents necessary to participate in the Bureau of Justice Assistance (BJA) Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and approve the proposed \$37,406 grant spending plan.

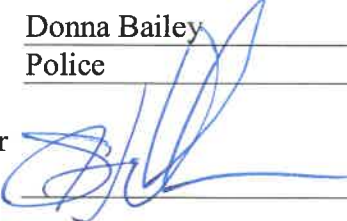
COUNCIL GOALS: Maintain the Current High Level of Public Safety
Pursue City's Goals and Objectives by Working with Other Governmental Agencies

FISCAL IMPACT: Upon approval and receipt of the grant award, a separate Grant Identification Number will be established to record, monitor and report on the financial activities of this grant award. The total grant award is \$39,375, of which 5% (\$1,969) will be assigned to the Law & Justice Group of San Bernardino County for administrative fees, resulting in a net award to the City in the amount of \$37,406. This is a one-time allocation with no local matching funds requirement, and grant expenditures must be completed within the four-year grant period. If approved, budget adjustments for appropriations and revenue will be included in the next budget update report to the City Council.

BACKGROUND: The Bureau of Justice Assistance has announced the availability of grant funds through the Edward Byrne Memorial JAG Program. Ontario has participated in the JAG Program (formerly the Local Law Enforcement Block Grant) since 1997. Grant allocations are predetermined through a formula based on population and crime statistics. Ontario has been allocated \$39,375 for FY 2018-19. Under the JAG legislation, the County of San Bernardino will act as the fiscal agent for disbursement of the funds.

Based on current law enforcement operational needs, the Police Department proposes the following grant spending plan: Hand-held radios - \$37,406

STAFF MEMBER PRESENTING: Derek Williams, Chief of Police

Prepared by: Donna Bailey
Department: Police
City Manager Approval: 

Submitted to Council/O.H.A. 08/21/2018
Approved: _____
Continued to: _____
Denied: _____

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CITY OF ONTARIO

Agenda Report
August 21, 2018

SECTION:
CONSENT CALENDAR

SUBJECT: AUTHORIZE THE PURCHASE OF FLEET VEHICLES

RECOMMENDATION: That the City Council authorize the sole source purchase and delivery of three (3) KME Fire Pumpers in the amount of \$2,178,139 and one (1) KME Fire Aerial Tractor in the amount of \$1,404,329 from KME of Jurupa Valley, California, for a total expenditure of \$3,582,468.

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

FISCAL IMPACT: The Fiscal Year 2018-19 Adopted Operating Budget includes appropriations from the Equipment Services Fund in the amount of \$3,585,000 for the purchase of the two replacement and two additional vehicles identified. The total cost of the vehicles recommended for purchase is \$3,582,468.

BACKGROUND: In preparation for the opening of Fire Station #9, a Fire Pumper and Fire Aerial Tractor are being purchased along with the replacement of two Fire Pumpers. The vehicles recommended for replacement in this action have outlived their useful lives, and are no longer cost effective to maintain. They are scheduled for replacement pursuant to ongoing efforts to reduce expenses, maximize useful life expectancy and extend replacement cycles of fleet equipment while ensuring safe and reliable operation.

On April 19, 2016 the City Council approved Kovatch Mobile Equipment (KME) as the sole source provider of fire apparatus; therefore, staff recommends the purchase of three (3) Fire Pumpers and one (1) Fire Aerial Tractor from KME of Jurupa Valley, California, in the amount of \$3,582,468. This procurement action will result in two Fire Pumpers being available to surplus with any auction sale proceeds returning to the Equipment Services Fund.

STAFF MEMBER PRESENTING: Mark Chase, Executive Director, Public Works

Prepared by: Manuel Rebolledo
Department: Fleet Services

City Manager
Approval: 

Submitted to Council/O.H.A. 08/21/2018

Approved: _____

Continued to: _____

Denied: _____

CITY OF ONTARIO

Agenda Report
August 21, 2018

SECTION:
CONSENT CALENDAR

SUBJECT: AUTHORIZE THE PURCHASE OF GASOLINE AND DIESEL FUEL

RECOMMENDATION: That the City Council authorize the City Manager to enter into a cooperative purchase and delivery of gasoline and diesel fuel with Nuckles Oil Company DBA Merit Oil Company of Bloomington, California, consistent with the terms and conditions of the County of San Bernardino Awarded Contract No. 172948.

COUNCIL GOALS: Operate in a Businesslike Manner
Pursue City's Goals and Objectives by Working with Other Governmental Agencies

FISCAL IMPACT: The Fiscal Year 2018-19 adopted budget includes appropriations in the amount of \$1,854,295 to procure fuel and oil for the City's equipment fleet under the Fleet Services expenditures.

BACKGROUND: On March 31 2017, the County of San Bernardino solicited proposals for the purchase of gasoline and diesel fuel. Nuckles Oil Company, DBA Merit Oil Company of Bloomington, California, was awarded Contract No. 172948 by the County of San Bernardino on June 15, 2017.

This cooperative purchasing opportunity will allow the City to pool its procurement power with another public agency to obtain prices lower than would otherwise be possible. The Ontario Municipal Code Section 2-6.11(b)(3) allows for the purchase of supplies and equipment through cooperative purchasing when another governmental agency generally follows the provisions of Government Code Sections 54201 through 54204, which the County of San Bernardino did. Actual costs will be based upon the quantities and types of fuel purchased, but will remain within the City Council approved appropriations limit.

STAFF MEMBER PRESENTING: Mark Chase, Executive Director, Public Works

Prepared by: Victor Moraga
Department: Fleet Services
City Manager Approval: 

Submitted to Council/O.H.A. 08/21/2018
Approved: _____
Continued to: _____
Denied: _____

CITY OF ONTARIO

Agenda Report
August 21, 2018

SECTION:
CONSENT CALENDAR

SUBJECT: AWARD OF BID FOR PROCUREMENT OF ASPHALT, CONCRETE AND AGGREGATE MATERIALS

RECOMMENDATION: That the City Council authorize the City Manager to approve the procurement of concrete, asphalt and aggregate materials for a period of one year at set pricing per Bid Invitation #979 with Holliday Rock Co. of Upland, California; All American Asphalt of Corona, California; Pit Sand & Gravel, Inc. of Corona, California; and Vulcan of Irwindale, California in total amounts consistent with City Council approved budgets.


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

FISCAL IMPACT: The Fiscal Year 2018-19 Adopted Operating Budget includes appropriations of \$421,469 from the General Fund, \$869,870 from Gas Tax funds, and \$290,000 from the Water Operating Fund for a total budget of \$1,581,339 related to the purchase of asphalt, concrete and aggregate materials for street overlay, and sidewalk repairs and maintenance work. The suppliers will be compensated for materials ordered for the City's projects and programs, on an as-needed basis, based upon the fee structures and material billing rates set forth in the respective one year purchasing agreements.

BACKGROUND: The City routinely purchases concrete, asphalt and aggregate materials from suppliers on an as needed basis for on-going maintenance and repairs, as well as capital projects. Generally, these materials are used for the annual street overly program, daily pot hole repairs, sidewalk maintenance, utility trench repairs, and any miscellaneous projects and requests on public streets and right of ways throughout the City.

In July 2018, the City solicited bids for concrete, asphalt and aggregate materials. Staff received four (4) responses which met all the required specifications: Holliday Rock Co., All American Asphalt, Pit Sand & Gravel, Inc. and Vulcan Materials Co. Based on the bid responses, credentials, pricing, favorable product availability and service, staff recommends the award of purchase agreements to each

STAFF MEMBER PRESENTING: Mark Chase, Executive Director, Public Works

Prepared by: Stacy Orton
Department: Parks and Maintenance
City Manager Approval: 

Submitted to Council/O.H.A. 08/21/2018
Approved: _____
Continued to: _____
Denied: _____

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of the suppliers. Purchase agreements with multiple suppliers are recommended in order to give the City flexibility in ensuring that quality and timeliness of materials delivered meet with the specific project needs at the time of order. The agreements are structured so that other City departments can also purchase these types of materials on an as needed basis for their projects. The selected suppliers' possess the knowledge, qualifications and experience needed to address federal and state requirements, such as Caltrans and Greenbook standards, for materials supplied for City projects.

CITY OF ONTARIO

Agenda Report
August 21, 2018

SECTION:
PUBLIC HEARINGS


SUBJECT: A PUBLIC HEARING TO CONSIDER RESOLUTIONS REGARDING THE FORMATION OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 42 (WEST HAVEN); ADOPTION OF A RESOLUTION TO INCUR BONDED INDEBTEDNESS; AND INTRODUCTION OF AN ORDINANCE LEVYING SPECIAL TAXES

RECOMMENDATION: That the City Council consider and:

- (A) Adopt a resolution establishing Community Facilities District No. 42 (West Haven), authorizing the levy of special taxes within the community facilities district, and establishing an appropriations limit for the community facilities district;
- (B) Adopt a resolution deeming it necessary to incur bonded indebtedness within Community Facilities District No. 42 (West Haven);
- (C) Adopt a resolution calling a special election for City of Ontario Community Facilities District No. 42 (West Haven);
- (D) Adopt a resolution declaring the results of the special election and directing the recording of a Notice of Special Tax Lien;
- (E) Introduce and waive further reading of an ordinance levying special taxes within City of Ontario Community Facilities District No. 42 (West Haven); and
- (F) Adopt a resolution authorizing the execution and delivery of an acquisition and funding agreement with STG Communities II, LLC, a limited liability company.

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

STAFF MEMBER PRESENTING: Grant D. Yee, Executive Director of Finance

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

Submitted to Council/O.H.A. 08/21/2018
Approved: _____
Continued to: _____
Denied: _____

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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 in the residential development of the West Haven project is estimated to generate approximately \$8.6 million to be used to help fund a portion of the public infrastructure improvements that will serve the project, and approximately \$318,000 per year, at build out, to fund City services. As proposed, the services maximum annual tax rate on each of the detached units is \$1,622. Since Mello-Roos bonds are not a direct obligation of the City, and are paid from special taxes levied on each taxable parcel in the district, there is no General Fund impact from the issuance of Mello-Roos bonds.

BACKGROUND: The Mello-Roos Community Facilities Act of 1982 provided local government, with the consent from a majority of the property owners, the authority to establish community facilities districts for the purpose of levying special taxes to fund governmental services and to finance various kinds of public infrastructure facilities. Government services that may be included in a community facilities district include police protection services, fire protection and suppression services, ambulance and paramedic services, maintenance and lighting of parks, parkways, streets, roads, open space and flood and storm drain protection services, and maintenance and operation of any real property or tangible property owned by the government entity with an estimated useful life of five or more years. Under the Mello-Roos Act, the initial steps in the formation of a community facilities district to finance public improvements are adopting resolutions declaring the City's intention to establish a community facilities district and levy special taxes, and to issue bonds. Accordingly, on July 17, 2018, the City Council approved Resolution No. 2018-100, a Resolution of Intention to establish City of Ontario Community Facilities District No. 42 (West Haven) and authorize the levy of special taxes, and Resolution No. 2018-101, declaring the City Council's intention to issue bonds for the district. The Resolution of Intention set the public hearing date for the regularly scheduled City Council meeting on August 21, 2018, to consider formation matters.

In the First Amended and Restated Agreement for the Financing and Construction of Limited Infrastructure Improvements to Serve an Easterly Portion of the New Model Colony ("First Amended and Restated Construction Agreement") between the City and NMC Builders, LLC, the City agreed to cooperate with the members of NMC Builders, LLC in the formation of community facilities districts to assist in the financing of the public improvements included in the agreement. STG Communities II, LLC, an entity of Stratham Homes, a member of NMC Builders LLC, has provided a written petition to the City requesting formation of a community facilities district for the West Haven project in Ontario Ranch. The West Haven project addresses the development of approximately 46 gross acres located generally east of Turner Avenue, west of Haven Avenue, south of Riverside Drive, and north of Schaefer Avenue. At build out, the development is projected to include 196 detached units.

Included, as part of the resolution of intention for the proposed district, is the proposed Rate and Method of Apportionment of Special Tax for City of Ontario Community Facilities District No. 42 (West Haven). Under the proposed Rate and Method of Apportionment, **the portion of the maximum annual special tax rates which will be used to fund debt service payments on the bonds is fixed and will not increase over time.** The amount of bonds authorized (\$30 million) under the resolution is set intentionally higher than the current proposed bond amount (approximately \$8.6 million) in order to allow future City Councils the option, without increasing the amount of the annual special taxes, to issue additional bonds to replace and/or construct new public infrastructure improvements in the future, or to fund City services. The term and structure of the Rate and Method of Apportionment of Special Tax for

the West Haven project comply with the City Council's adopted Mello-Roos Local Goals and Policies in all respects, and are consistent with those of the previously adopted Rates and Methods of Apportionment for Ontario Ranch community facilities districts. This will ensure that the special tax rates levied on all residential property owners in community facilities districts in Ontario Ranch are developed in a consistent and equivalent manner. In addition, under the provisions of the Mello-Roos Act, to ensure that home buyers are making an informed decision, all residential builders in Ontario Ranch community facilities districts will be required to disclose the maximum annual special tax amounts to each homeowner before entering into a sales contract.

Attached are five resolutions and an ordinance. The first resolution establishes the Community Facilities District, with the rate and method of apportionment of special taxes, and authorizes the levy of special taxes within the district. The second resolution deems the necessity of incurring bonded indebtedness within the district. The third calls for a special landowner election to be held on August 21, 2018. The fourth resolution declares the results of the election, including a statement from the City Clerk as to the canvass of ballots, and directs the recording of the Notice of Special Tax Lien. The ordinance authorizes the levying of special taxes, and the final resolution authorizes the execution and delivery of an acquisition and funding agreement with STG Communities II, LLC.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, OF FORMATION OF THE CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 42 (WEST HAVEN), AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN THE COMMUNITY FACILITIES DISTRICT AND ESTABLISHING AN APPROPRIATIONS LIMIT FOR THE COMMUNITY FACILITIES DISTRICT.

WHEREAS, on July 17, 2018, 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. 42 (West Haven), and to Authorize the Levy of Special Taxes" (the "Resolution of Intention"), stating its intention to establish a community facilities district (the "Community Facilities District") proposed to be named City of Ontario Community Facilities District No. 42 (West Haven), to authorize the levy of special taxes within the Community Facilities District to finance certain public facilities and services and setting the date for a public hearing to be held on the establishment of the Community Facilities District; and

WHEREAS, pursuant to the Resolution of Intention, notice of said public hearing was published in the *Inland Valley Daily Bulletin*, a newspaper of general circulation published in the area of the Community Facilities District, in accordance with the Act; and

WHEREAS, on this date, the City Council opened, conducted and closed said public hearing; and

WHEREAS, pursuant to the Resolution of Intention, each officer of the City who is or will be responsible for providing one or more of the proposed types of public facilities or services was directed to study, or cause to be studied, the proposed Community Facilities District and, at or before said public hearing, file a report with the City Council containing a brief description of the public facilities and services by type that will in his or her opinion be required to adequately meet the needs of the Community Facilities District, and his or her estimate of the cost of providing such public facilities and services; such officers were also directed to estimate the fair and reasonable cost of the public facilities proposed to be purchased as completed public facilities and of the incidental expenses proposed to be paid; and

WHEREAS, said report was so filed with the City Council and made a part of the record of said public hearing; and

WHEREAS, at the hearing, the testimony of all persons for or against the establishment of the Community Facilities District, the extent of the Community Facilities District and the furnishing of the specified types of public facilities and services was heard; and

WHEREAS, written protests against the establishment of the Community Facilities District, the furnishing of any specified type or types of facilities and services within the Community Facilities District or the levying of any specified special tax were not made or filed at or before said hearing by 50% or more of the registered voters, or six registered voters, whichever is more, residing within the territory proposed to be included in the Community Facilities District, or the owners of one-half or more of the area of land in the territory proposed to be included in the Community Facilities District and not exempt from the special tax; and

WHEREAS, there has been filed with the City Clerk of the City a letter from the Registrar of Voters of the County of San Bernardino indicating that no persons were registered to vote within the territory of the proposed Community Facilities District as of July 18, 2018, and, accordingly, that 12 or more persons have not been registered to vote within the territory of the proposed Community Facilities District for each of the 90 days preceding the close of said public hearing; and

WHEREAS, Section 53314.9 of the Act provides that, at any time either before or after the formation of a community facilities district, the legislative body may accept advances of funds from any source, including, but not limited to, private persons or private entities and may provide, by resolution, for the use of those funds for any authorized purpose, including, but not limited to, paying any cost incurred by the local agency in creating a community facilities district; and

WHEREAS, Section 53314.9 of the Act further provides that the legislative body may enter into an agreement, by resolution, with the person or entity advancing the funds, to repay all or a portion of the funds advanced, as determined by the legislative body, with or without interest, under all the following conditions: (a) the proposal to repay the funds is included in both the resolution of intention to establish a community facilities district adopted pursuant to Section 53521 of the Act and in the resolution of formation to establish a community facilities district pursuant to Section 53325.1 of the Act, (b) any proposed special tax is approved by the qualified electors of the community facilities district pursuant to the Act, and (c) any agreement shall specify that if the qualified electors of the community facilities district do not approve the proposed special tax, the local agency shall return any funds which have not been committed for any authorized purpose by the time of the election to the person or entity advancing the funds; and

WHEREAS, the City and STG Communities II, LLC (the "Developer") entered into a Deposit and Reimbursement Agreement, dated as of July 1, 2018 (the "Deposit Agreement"), that provides for the advancement of funds by the Developer to be used to pay costs incurred in connection with the establishment of the Community Facilities District and the issuance of special tax bonds thereby, and provides for the reimbursement to the Developer of such funds advanced, without interest, from the proceeds of any such bonds issued by the Community Facilities District; and

WHEREAS, in accordance with Section 53314.9 of the Act, the City desires to accept such advances and to reimburse the Developer therefor, without interest, from the proceeds of special tax bonds issued by the Community Facilities District;

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

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. The Community Facilities District is hereby established pursuant to the Act.

SECTION 3. The Community Facilities District is hereby named "City of Ontario Community Facilities District No. 42 (West Haven)."

SECTION 4. The public facilities (the "Facilities") proposed to be financed by the Community Facilities District pursuant to the Act are described under the caption "Facilities" on Exhibit A hereto, which is by this reference incorporated herein. Those Facilities proposed to be purchased as completed public facilities are described under the caption "Facilities to be Purchased" on Exhibit A hereto. The services (the "Services") proposed to be financed by the Community Facilities District pursuant to the Act are described under the caption "Services" on Exhibit A hereto. The incidental expenses proposed to be incurred are identified under the caption "Incidental Expenses" on Exhibit A hereto. All or any portion of the Facilities may be financed through a financing plan, including, but not limited to, a lease, lease-purchase or installment-purchase arrangement.

SECTION 5. The proposed special tax to be levied within the Community Facilities District has not been precluded by majority protest pursuant to Section 53324 of the Act.

SECTION 6. Except where funds are otherwise available, a special tax sufficient to pay for all Facilities and Services, secured by recordation of a continuing lien against all nonexempt real property in the Community Facilities District, will be annually levied within the Community Facilities District. The rate and method of apportionment of the special tax (the "Rate and Method"), in sufficient detail to allow each landowner within the proposed Community Facilities District to estimate the maximum amount that he or she will have to pay, is described in Exhibit B attached hereto, which is by this reference incorporated herein. The conditions under which the obligation to pay the special tax to pay for Facilities may be prepaid and permanently satisfied are specified in the Rate and Method. The special tax will be collected in the same manner as ordinary *ad valorem* property taxes or in such other manner as the City Council shall determine, including direct billing of the affected property owners.

SECTION 7. The special tax may only finance the Services to the extent that they are in addition to those provided in the territory of the Community Facilities District before the Community Facilities District is created. The Services may not supplant services already available within that territory when the Community Facilities District is created.

SECTION 8. The tax year after which no further special tax to pay for Facilities will be levied against any parcel used for private residential purposes is specified in the Rate and Method. Under no circumstances shall the special tax to pay

for Facilities in any fiscal year against any parcel used for private residential purposes be increased as a consequence of delinquency or default by the owner or owners of any other parcel or parcels within the Community Facilities District by more than 10% above the amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults. For purposes of this paragraph, a parcel shall be considered "used for private residential purposes" not later than the date on which an occupancy permit for private residential use is issued.

SECTION 9. Pursuant to Section 53344.1 of the Act, the City Council hereby reserves to itself the right and authority to allow any interested owner of property within the Community Facilities District, subject to the provisions of said Section 53344.1 and to those conditions as it may impose, and any applicable prepayment penalties as prescribed in the bond indenture or comparable instrument or document, to tender to the Community Facilities District treasurer in full payment or part payment of any installment of the special taxes or the interest or penalties thereon which may be due or delinquent, but for which a bill has been received, any bond or other obligation secured thereby, the bond or other obligation to be taken at par and credit to be given for the accrued interest shown thereby computed to the date of tender.

SECTION 10. The name, address and telephone number of the office that will be responsible for preparing annually a current roll of special tax levy obligations by assessor's parcel number and that will be responsible for estimating further special tax levies pursuant to Section 53340.2 of the Act are as follows: Management Analyst, Management Services, City of Ontario, 303 East B Street, Ontario, California 91764, (909) 395-2341.

SECTION 11. Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the California Streets and Highways Code, a continuing lien to secure each levy of the special tax shall attach to all nonexempt real property in the Community Facilities District and this lien shall continue in force and effect until the special tax obligation is prepaid and permanently satisfied and the lien canceled in accordance with law or until collection of the tax by the City Council ceases.

SECTION 12. The boundary map of the Community Facilities District has been recorded in San Bernardino County in Book 87 at Page 94 of Maps of Assessments and Community Facilities Districts in the San Bernardino County Recorder's Office (Document No. 2018-0268922).

SECTION 13. The annual appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, of the Community Facilities District is hereby established at \$30,000,000.

SECTION 14. Pursuant to the provisions of the Act, the levy of the special tax and a proposition to establish the appropriations limit specified above shall be subject to the approval of the qualified electors of the Community Facilities District at a special election. The City Council hereby finds and determines that no persons were registered to vote within the territory of the proposed Community Facilities District as of July 18, 2018, and that 12 or more persons have not been registered to vote within the territory of the Community Facilities District for each of the 90 days preceding the close

of the public hearing held by the City Council on the establishment of the Community Facilities District. Accordingly, pursuant to Section 53326 of the Act, the vote shall be by the landowners of the Community Facilities District and each person who is the owner of land as of the close of said public hearings, or the authorized representative thereof, shall have one vote for each acre or portion of an acre that he or she owns within the Community Facilities District not exempt from the special tax. The voting procedure shall be by mailed or hand-delivered ballot.

SECTION 15. The Developer has heretofore advanced certain funds, and may advance additional funds, which have been or may be used to pay costs incurred in connection with the creation of the Community Facilities District and the issuance of special tax bonds thereby. The City Council has previously approved the acceptance of such funds for the purpose of paying costs incurred in connection with the creation of the Community Facilities District and the issuance of special tax bonds thereby. The City Council proposes to repay all or a portion of such funds expended for such purpose, solely from the proceeds of such bonds, pursuant to the Deposit Agreement. The Deposit Agreement is hereby incorporated herein as though set forth in full herein.

SECTION 16. The City Council hereby finds and determines that all proceedings up to and including the adoption of this Resolution were valid and in conformity with the requirements of the Act. In accordance with Section 53325.1 of the Act, such finding shall be final and conclusive.

SECTION 17. The officers, employees and agents of the City are hereby authorized and directed to take all actions and do all things which they, or any of them, may deem necessary or desirable to accomplish the purposes of this Resolution and not inconsistent with the provisions hereof.

SECTION 18. This Resolution shall take effect immediately upon its adoption.

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

PASSED, APPROVED, AND ADOPTED this 21st day of August 2018.

PAUL S. LEON, MAYOR

ATTEST:

SHEILA MAUTZ, CITY CLERK

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2018- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held August 21, 2018 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2018- duly passed and adopted by the Ontario City Council at their regular meeting held August 21, 2018.

SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT A

FACILITIES, SERVICES AND INCIDENTAL EXPENSES

Facilities

The types of facilities to be financed by the Community Facilities District are street and bridge improvements, including grading, paving, curbs and gutters, sidewalks, street signalization and signage, street lights and parkway and landscaping related thereto, domestic and recycled water distribution facilities, sewer collection facilities, solid waste facilities, storm drainage facilities, park and recreation facilities and equipment, aquatic facilities and equipment, fire facilities and equipment, police facilities and equipment, library facilities and equipment, fiber optic telecommunication system facilities, general governmental office, administrative and meeting facilities, and land, rights-of-way and easements necessary for any of such facilities.

Facilities to be Purchased

The types of facilities to be purchased as completed facilities are street and bridge improvements, including grading, paving, curbs and gutters, sidewalks, street signalization and signage, street lights and parkway and landscaping related thereto, domestic and recycled water distribution facilities, sewer collection facilities, solid waste facilities, storm drainage facilities, park and recreation facilities and equipment, aquatic facilities and equipment, fire facilities and equipment, police facilities and equipment, library facilities and equipment, fiber optic telecommunication system facilities, general governmental office, administrative and meeting facilities, and land, rights-of-way and easements necessary for any of such facilities.

Services

The types of services to be financed by the Community Facilities District are police protection services, fire protection and suppression services, ambulance and paramedic services, maintenance and lighting of parks, parkways, streets, roads and open space, flood and storm protection services and maintenance and operation of any real property or other tangible property with an estimated useful life of five or more years that is owned by the City.

Incidental Expenses

The incidental expenses proposed to be incurred include the following:

- (a) the cost of planning and designing public facilities to be financed, including the cost of environmental evaluations of those facilities;
- (b) the costs associated with the creation of the Community Facilities District, issuance of bonds, determination of the amount of taxes, collection of taxes, payment of taxes, or costs otherwise incurred in order to carry out the authorized purposes of the Community Facilities District; and
- (c) any other expenses incidental to the construction, completion, and inspection of the authorized work.

EXHIBIT B

CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT No. 42 (WEST HAVEN)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax shall be levied on all Assessor's Parcels in the City of Ontario Community Facilities District No. 42 (West Haven) ("CFD No. 42") and collected each Fiscal Year, commencing in Fiscal Year 2018-19, in an amount determined by the City Council of the City of Ontario through the application of the Rate and Method of Apportionment, as described below. All of the real property in CFD No. 42, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Subdivision Map, parcel map, condominium plan, or other recorded County map.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the California Government Code.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 42: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or CFD No. 42 or both); the costs of collecting the Special Taxes (whether by the County or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City or CFD No. 42 of complying with arbitrage rebate requirements; the costs to the City or CFD No. 42 of complying with City, CFD No. 42, or obligated persons disclosure requirements associated with applicable federal and state securities laws and of the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs of the City or CFD No. 42 related to the analysis and reduction, if any, of the Special Tax on Single Family Property in accordance with Section C.1 herein; the costs of the City or CFD No. 42 related to an appeal of the Special Tax; the costs associated with the release of funds from any escrow account; the City's administration fees and third party expenses; the costs of City staff time and reasonable overhead relating to CFD No. 42; and amounts estimated or advanced by the City or CFD No. 42 for any other

administrative purposes of the CFD, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Assessor's Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel Number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" means, with respect to an Assessor's Parcel, that number assigned to such Assessor's Parcel by the County for purposes of identification.

"Assigned Special Tax" means the Special Tax for each Land Use Class of Developed Property, as determined in accordance with Section C.1.a.2 below.

"Backup Special Tax" means the Special Tax for each Land Use Class of Developed Property, as determined in accordance with Section C.1.a.3 below.

"Bonds" means any bonds or other debt (as defined in Section 53317(d) of the Act) issued by CFD No. 42 under the Act and payable from Special Taxes.

"Buildable Lot" means an individual lot, within a Final Subdivision Map or an area expected by CFD No. 42 to become Final Mapped Property, such as the area within a Tentative Tract Map, for which a building permit may be issued without further subdivision of such lot.

"CFD Administrator" means an official of the City responsible for determining the Special Tax Requirement, providing for the levy and collection of the Special Taxes, and performing the other duties provided for herein.

"CFD No. 42" means City of Ontario Community Facilities District No. 42 (West Haven).

"City" means the City of Ontario, California.

"City Council" means the City Council of the City, acting as the legislative body of CFD No. 42.

"County" means the County of San Bernardino.

"Designated Buildable Lot" means a Buildable Lot for which a building permit has not been issued by the City as of the date of calculation of the Backup Special Tax.

"Developed Property" means for each Fiscal Year, all Taxable Property, exclusive of Final Mapped Property, Taxable Property Owner Association Property, and Taxable Public Property, for which a building permit or other applicable permit for new construction was issued after January 1, 2017, and before May 1 of the prior Fiscal Year.

“Expected Residential Lot Count” means 196 Buildable Lots of Single Family Property or, as determined by the CFD Administrator, the number of Buildable Lots of Single Family Property based on the most recent Tentative Tract Map(s) or most recently recorded Final Subdivision Map(s) or modified Final Subdivision Map(s).

“Facilities” means the public facilities authorized to be financed, in whole or in part, by CFD No. 42.

“Final Mapped Property” means, for each Fiscal Year, all Taxable Property, exclusive of Developed Property, Taxable Property Owner Association Property, and Taxable Public Property, which as of January 1 of the previous Fiscal Year was located within a Final Subdivision Map. The term Final Mapped Property shall include any parcel map or Final Subdivision Map, or portion thereof, that creates individual lots for which a building permit may be issued, including Parcels that are designated as a remainder Parcel (i.e., one where the size, location, etc., precludes any further subdivision or taxable use).

“Final Subdivision Map” means a final tract map, parcel map, or lot line adjustment approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or a condominium plan recorded pursuant to California Civil Code 1352 that, in either case, creates individual lots for which building permits may be issued without further subdivision.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Indenture” means the indenture, fiscal agent agreement, resolution, or other instrument pursuant to which Bonds are issued, as modified, amended, and/or supplemented from time to time.

“Land Use Class” means any of the classes listed in Table 1 below.

“Maximum Special Tax” means, with respect to an Assessor’s Parcel of Taxable Property, the Maximum Special Tax determined in accordance with Section C.1 below that can be levied in any Fiscal Year on such Assessor’s Parcel of Taxable Property.

“Minimum Sale Price” means the minimum price at which Units of a given Land Use Class have sold or are expected to be sold in a normal marketing environment and shall not include prices for such Units that are sold at a discount to expected sales prices for the purpose of stimulating the initial sales activity with respect to such Land Use Class.

“Non-Residential Property” means all Assessor’s Parcels of Developed Property for which a building permit was issued by the City permitting the construction of one or more non-residential structures or facilities.

“Other Residential Property” means all Assessor’s Parcels of Developed Property for which a building permit was issued by the City for purposes of constructing Units, excluding Single Family Attached Property and Single Family Detached Property.

“Outstanding Bonds” means all Bonds which are outstanding under and in accordance with the provisions of the Indenture.

“PACE Charges” means a contractual assessment or special tax as established by a public agency pursuant to AB 811 or SB 555, respectively, levied on an Assessor’s Parcel to fund eligible improvements to private property and entered into voluntarily by the property owner.

“Price Point Consultant” means any consultant or firm of such consultants selected by CFD No. 42 that (a) has substantial experience in performing price point studies for residential units within community facilities districts established under the Act or otherwise estimating or confirming pricing for residential units in such community facilities districts, (b) has recognized expertise in analyzing economic and real estate data that relates to the pricing of residential units in such community facilities districts, (c) is in fact independent and not under the control of CFD No. 42 or the City, (d) does not have any substantial interest, direct or indirect, with or in (i) CFD No. 42, (ii) the City, (iii) any owner of real property in CFD No. 42, or (iv) any real property in CFD No. 42, and (e) is not connected with CFD No. 42 or the City as an officer or employee thereof, but who may be regularly retained to make reports to CFD No. 42 or the City.

“Price Point Study” means a price point study or a letter updating a previous price point study prepared by the Price Point Consultant pursuant to Section C herein.

“Property Owner Association Property” means, for each Fiscal Year, any property within the boundaries of CFD No. 42 that was owned by a property owner association, including any master or sub-association, as of January 1 of the prior Fiscal Year.

“Proportionately” means (a) for Developed Property in the first step of Section D below, that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor’s Parcels of Developed Property; however, for Developed Property in the fourth step of Section D below, Proportionately means that the amount of the increase above the Assigned Special Tax, if necessary, is equal for all Assessor’s Parcels of Developed Property, except that if the Backup Special Tax limits the increase on any Assessor’s Parcel(s), then the amount of the increase shall be equal for the remaining Assessor’s Parcels; (b) for Final Mapped Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor’s Parcels of Final Mapped Property; (c) for Undeveloped Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor’s Parcels of Undeveloped Property; (d) for Taxable Property Owner Association Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor’s Parcels of Taxable Property Owner Association Property; and (e) for Taxable Public Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor’s Parcels of Taxable Public Property.

“Public Property” means, for each Fiscal Year, property within the boundaries of CFD No. 42 that is (a) owned by, irrevocably offered to, or dedicated to the federal government, the State, the County, the City, or any local government or other public agency or (b) encumbered by an easement for purposes of public or utility right-of-way

that makes impractical its use for any purpose other than that set forth in such easement, provided that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified according to its use.

“Rate and Method of Apportionment” means this Rate and Method of Apportionment of Special Tax.

“Residential Floor Area” means all of the Square Footage of living area within the perimeter of a Unit, not including any carport, walkway, garage, overhang, patio, enclosed patio, or similar area. The determination of Residential Floor Area shall be as set forth in the building permit(s) issued for such Assessor’s Parcel, or as set forth in other official records maintained by the City’s Building Department or other appropriate means selected by CFD No. 42. The actual Square Footage shall be rounded up to the next whole square foot. Once such determination has been made for an Assessor’s Parcel, it shall remain fixed in all future Fiscal Years unless an appeal pursuant to Section F below is approved that results in a change in the actual Square Footage.

“Services” means the services authorized to be financed, in whole or in part, by CFD No. 42.

“Single Family Attached Property” means all Assessor’s Parcels of Developed Property for which a building permit or use permit was issued for construction of a residential structure consisting of two or more Units that share common walls, have separate Assessor’s Parcel Numbers assigned to them (except for a duplex unit, which may share an Assessor’s Parcel with another duplex unit), and may be purchased by individual homebuyers (which shall still be the case even if the Units are purchased and subsequently offered for rent by the owner of the Unit), including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 1351.

“Single Family Detached Property” means all Assessor’s Parcels of Developed Property for which a building permit was issued for construction of a Unit, on one legal lot, that does not share a common wall with another Unit.

“Single Family Property” means all Assessor’s Parcels of Single Family Attached Property and Single Family Detached Property.

“Special Tax” means the special tax authorized by the qualified electors of CFD No. 42 to be levied within the boundaries of CFD No. 42.

“Special Tax Requirement” means for any Fiscal Year that amount required, after taking into account available amounts held in the funds and accounts established under the Indenture, for CFD No. 42 to: (i) pay debt service on all Outstanding Bonds which is due in the calendar year that commences in such Fiscal Year; (ii) pay periodic costs on the Bonds, including, but not limited to, credit enhancement and rebate payments on the Bonds; (iii) pay Administrative Expenses; (iv) provide any amounts required to establish or replenish any reserve fund for the Bonds; (v) pay directly for acquisition or

construction of Facilities, or the cost of Services, to the extent that the inclusion of such amounts does not increase the Special Tax levy on Final Mapped Property or Undeveloped Property; (vi) provide an amount equal to Special Tax delinquencies based on the historical delinquency rate for the Special Tax as determined by the CFD Administrator.

“Square Footage” or **“Sq. Ft.”** means the floor area square footage reflected on the original construction building permit, or as set forth in other official records maintained by the City’s Building Department or other appropriate means selected by CFD No. 42, issued for construction of Single Family Property, Other Residential Property, or Non-Residential Property, plus any square footage subsequently added to a building of Non-Residential Property after issuance of a building permit for expansion or renovation of such building.

“State” means the State of California.

“Taxable Property” means, for each Fiscal Year, all of the Assessor’s Parcels within the boundaries of CFD No. 42 that are not exempt from the Special Tax pursuant to law or Section E below.

“Taxable Property Owner Association Property” means, for each Fiscal Year, all Assessor’s Parcels of Property Owner Association Property that are not exempt from the Special Tax pursuant to Section E below.

“Taxable Public Property” means, for each Fiscal Year, all Assessor’s Parcels of Public Property that are not exempt from the Special Tax pursuant to law or Section E below.

“Tentative Tract Map” means a map: (i) showing a proposed subdivision of an Assessor’s Parcel(s) and the conditions pertaining thereto; (ii) that may or may not be based on a detailed survey; and (iii) that is not recorded by the County to create legal lots.

“Total Tax Burden” means for any Unit, the annual Special Tax, together with *ad valorem* property taxes, special assessments, special taxes for any overlapping community facilities district, and any other taxes, fees, and charges which are levied and imposed on such Unit and the real property on which it is located and collected by the County on *ad valorem* tax bills and which are secured by such Unit and the real property on which it is located, assuming such Unit had been completed, sold, and subject to such levies and impositions, excluding service charges such as those related to sewer and trash and excluding PACE Charges levied on individual Assessor’s Parcels.

“Trustee” means the trustee or fiscal agent under the Indenture.

“TTM 18026” means Tentative Tract Map No. 18026, the area of which is located within CFD No. 42.

“TTM 18027” means Tentative Tract Map No. 18027, the area of which is located within CFD No. 42.

“Undeveloped Property” means, for each Fiscal Year, all Taxable Property not classified as Developed Property, Final Mapped Property, Taxable Public Property, or Taxable Property Owner Association Property.

“Unit” means an individual single-family detached or attached home, townhome, condominium, apartment, or other residential dwelling unit, including each separate living area within a half-plex, duplex, triplex, fourplex, or other residential structure.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year, beginning with Fiscal Year 2018-19, all Taxable Property within CFD No. 42 shall be classified as Developed Property, Final Mapped Property, Taxable Public Property, Taxable Property Owner Association Property, or Undeveloped Property and shall be subject to Special Taxes in accordance with the Rate and Method of Apportionment as determined pursuant to Sections C and D below. Assessor’s Parcels of Single Family Property shall be assigned to Land Use Classes 1 through 10, as listed in Table 1 below based on the Residential Floor Area of the Units on such Assessor’s Parcels. Other Residential Property shall be assigned to Land Use Class 11, and Non-Residential Property shall be assigned to Land Use Class 12.

C. MAXIMUM SPECIAL TAX

1. Special Tax

At least 30 days prior to the issuance of Bonds, the Assigned Special Tax on Developed Property (set forth in Table 1 below) shall be analyzed in accordance with and subject to the conditions set forth in this Section C. At such time, CFD No. 42 shall select and engage a Price Point Consultant and the CFD Administrator shall request the Price Point Consultant to prepare a Price Point Study setting forth the Minimum Sale Price of Units within each Land Use Class. If based upon such Price Point Study the CFD Administrator calculates that the Total Tax Burden applicable to Units within one or more Land Use Classes of Single Family Property to be constructed within CFD No. 42 exceeds 1.95% of the Minimum Sale Price of such Units, the Assigned Special Tax shall be reduced to the extent necessary to cause the Total Tax Burden that shall apply to Units within such Land Use Class(es) not to exceed 1.95% of the Minimum Sale Price of such Units.

Each Assigned Special Tax reduction for a Land Use Class shall be calculated by the CFD Administrator separately, and it shall not be required that such reduction be proportionate among Land Use Classes. In connection with any reduction in the Assigned Special Tax, the Backup Special Tax shall also be reduced by the CFD Administrator based on the percentage reduction in Maximum Special Tax revenues within the Tentative Tract Map area(s) where the Assigned Special Tax reductions occurred. Upon determining the reductions, if any, in the Assigned Special Tax and Backup Special Tax required pursuant to this Section C, the CFD Administrator shall complete the Certificate of Modification of Special Tax substantially in the form attached hereto as Exhibit A (the “Certificate of

Modification”), shall execute such completed Certificate of Modification, and shall deliver such executed Certificate of Modification to CFD No. 42. Upon receipt thereof, if in satisfactory form, CFD No. 42 shall execute such Certificate of Modification. The reduced Assigned Special Tax and Backup Special Tax specified in such Certificate of Modification shall become effective upon the execution of such Certificate of Modification by CFD No. 42.

The Special Tax reductions required pursuant to this section shall be reflected in an amended notice of Special Tax lien, which CFD No. 42 shall cause to be recorded with the County Recorder as soon as practicable after execution of the Certificate of Modification by CFD No. 42. The reductions in this section apply to Single Family Property, but not to Other Residential Property or Non-Residential Property.

a. Developed Property

1) *Maximum Special Tax*

The Maximum Special Tax that may be levied in any Fiscal Year for each Assessor’s Parcel classified as Developed Property shall be the greater of (i) the amount derived by application of the Assigned Special Tax or (ii) the amount derived by application of the Backup Special Tax. The Maximum Special Tax shall not increase in future years, other than as calculated pursuant to Section C.1.a.3 below.

2) *Assigned Special Tax*

The Assigned Special Tax that may be levied in any Fiscal Year for each Land Use Class is shown below in Table 1.

**TABLE 1
ASSIGNED SPECIAL TAX – DEVELOPED PROPERTY**

Land Use Class	Description	Residential Floor Area (Square Footage)	Assigned Special Tax
1	Single Family Property	< 1,901	\$2,453 per Unit
2	Single Family Property	1,901 – 2,100	\$2,542 per Unit
3	Single Family Property	2,101 – 2,300	\$2,709 per Unit
4	Single Family Property	2,301 – 2,500	\$2,886 per Unit
5	Single Family Property	2,501 – 2,700	\$3,063 per Unit
6	Single Family Property	2,701 – 2,900	\$3,237 per Unit
7	Single Family Property	2,901 – 3,100	\$3,411 per Unit

8	Single Family Property	3,101 – 3,300	\$3,584 per Unit
9	Single Family Property	3,301 – 3,500	\$3,758 per Unit
10	Single Family Property	> 3,500	\$3,832 per Unit
11	Other Residential Property		\$33,755 per Acre
12	Non-Residential Property		\$33,755 per Acre

3) *Backup Special Tax*

The Backup Special Tax shall be \$3,430 per Unit for Single Family Property. However, if the Expected Residential Lot Count does not equal 196 for Single Family Property, and the City has not issued Bonds, then the Backup Special Tax for Designated Buildable Lots of Single Family Property shall be calculated according to the following formula:

$$\text{Backup Special Tax} = \$672,303 \div \text{Expected Residential Lot Count for Single Family Property}$$

If any portion of a Final Subdivision Map, or any area expected by CFD No. 42 to become Final Mapped Property, such as the area within TTM 18026, TTM 18027, or any other Tentative Tract Map, changes any time after the City has issued Bonds, causing an adjustment to the number of Designated Buildable Lots, then the Backup Special Tax for all Designated Buildable Lots of Single Family Property subject to the change shall be calculated according to the following steps:

Step 1: Determine the total Backup Special Taxes that could have been collected from Designated Buildable Lots of Single Family Property prior to the Final Subdivision Map or expected Final Mapped Property change.

Step 2: Divide the amount determined in Step 1 by the number of Designated Buildable Lots of Single Family Property that exists after the Final Subdivision Map or expected Final Mapped Property change.

Step 3: Apply the amount determined in Step 2 as the Backup Special Tax per Unit for Single Family Property.

The Backup Special Tax for an Assessor's Parcel shall not change once an Assessor's Parcel is classified as Developed Property.

b. Final Mapped Property, Taxable Public Property, Taxable Property Owner Association Property, and Undeveloped Property

The Maximum Special Tax for Final Mapped Property, Taxable Public Property, Taxable Property Owner Association Property, and Undeveloped Property shall be \$33,755 per Acre, and shall not be subject to increase or reduction and, therefore, shall remain the same in every Fiscal Year.

2. Multiple Land Use Classes on an Assessor's Parcel

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Class. The Maximum Special Tax levied on such Assessor's Parcel shall be the sum of the Maximum Special Tax for all Units of Single Family Property and Acres of Other Residential Property and Non-Residential Property (based on the pro rata share of Square Footage between Other Residential Property and Non-Residential Property, according to the applicable building permits, Final Subdivision Map, parcel map, condominium plan, or other recorded County map) located on that Assessor's Parcel.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Each Fiscal Year, beginning with Fiscal Year 2018-19, the CFD Administrator shall determine the Special Tax Requirement for such Fiscal Year. The Special Tax shall then be levied as follows:

First: If needed to satisfy the Special Tax Requirement, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property up to 100% of the applicable Assigned Special Tax;

Second: If additional monies are needed to satisfy the Special Tax Requirement after the first step has been completed, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Final Mapped Property up to 100% of the Maximum Special Tax for Final Mapped Property;

Third: If additional monies are needed to satisfy the Special Tax Requirement after the first two steps have been completed, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the Maximum Special Tax for Undeveloped Property;

Fourth: If additional monies are needed to satisfy the Special Tax Requirement after the first three steps have been completed, then the levy of the Special Tax on each Assessor's Parcel of Developed Property whose Maximum Special Tax is determined through the application of the Backup Special Tax shall be increased Proportionately from the Assigned Special Tax up to the Maximum Special Tax for each such Assessor's Parcel;

Fifth: If additional monies are needed to satisfy the Special Tax Requirement after the first four steps have been completed, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Property Owner Association Property up to the Maximum Special Tax for Taxable Property Owner Association Property;

Sixth: If additional monies are needed to satisfy the Special Tax Requirement after the first five steps have been completed, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property up to the Maximum Special Tax for Taxable Public Property.

Notwithstanding the above, under no circumstances shall the Special Tax levied in any Fiscal Year on any Assessor's Parcel of Single Family Property or Other Residential Property for which an occupancy permit for private residential use has been issued be increased as a result of delinquency or default by the owner or owners of any other Assessor's Parcel or Assessor's Parcels within CFD No. 42 by more than ten percent above the amount that would have been levied in that Fiscal Year had there never been any such delinquencies or defaults.

E. EXEMPTIONS

No Special Tax shall be levied on up to 22.90 Acres of Public Property and up to 1.77 Acres of Property Owner Association Property. Tax-exempt status will be assigned by the CFD Administrator in the chronological order in which property becomes Public Property or Property Owner Association Property.

Property Owner Association Property or Public Property that is not exempt from the Special Tax under this section shall be subject to the levy of the Special Tax and shall be taxed Proportionately as part of the fifth or sixth step, respectively, in Section D above, up to 100% of the applicable Maximum Special Tax for Taxable Property Owner Association Property and Taxable Public Property. No Special Tax shall be levied in any Fiscal Year on Assessor's Parcels that have fully prepaid the Special Tax obligation pursuant to the formula set forth in Section H.

F. APPEALS

Any property owner may file a written appeal of the Special Tax with CFD No. 42 claiming that the amount or application of the Special Tax is not correct. The appeal must be filed not later than one calendar year after having paid the Special Tax that is disputed, and the appellant must be current in all payments of Special Taxes. In addition, during the term of the appeal process, all Special Taxes levied must be paid on or before the payment date established when the levy was made.

The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination.

If the property owner disagrees with the CFD Administrator's decision relative to the appeal, the owner may then file a written appeal with the City Council whose subsequent

decision shall be final and binding on all interested parties. If the decision of the CFD Administrator or subsequent decision by the City Council requires the Special Tax to be modified or changed in favor of the property owner, then the CFD Administrator shall determine if sufficient Special Tax revenue is available to make a cash refund. If a cash refund cannot be made, then an adjustment shall be made to credit future Special Tax levy(ies).

This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.

G. MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that the Special Taxes may be collected in such other manner as the City Council shall determine, including direct billing of affected property owners.

H. PREPAYMENT OF SPECIAL TAX

The following definitions apply to this Section H:

“CFD Public Facilities” means \$8,674,000 each Prepayment Period, or such lower number as determined by the City Council to be sufficient to fund the Facilities and Services to be provided by CFD No. 42.

“Expenditures Fund” means funds or accounts, regardless of their names, that are established to hold moneys that are available to acquire or construct Facilities and to fund Services.

“Future Facilities Costs” means the CFD Public Facilities minus (i) Facilities and Services costs previously paid from the Expenditures Fund during the Prepayment Period in which the prepayment is being made, (ii) moneys currently on deposit in the Expenditures Fund from deposits made during the Prepayment Period in which the prepayment is being made, and (iii) moneys currently on deposit in an escrow fund that are expected to be available to finance Facilities costs. In no event shall the amount of Future Facilities Costs be less than zero.

“Prepayment Period” means one of three periods of time during which a Special Tax prepayment may be made.

“Prepayment Period 1” means July 1, 2018, through June 30, 2052.

“Prepayment Period 2” means July 1, 2052, through June 30, 2085.

“Prepayment Period 3” means July 1, 2085, through June 30, 2119.

1. Prepayment in Full

The obligation of an Assessor's Parcel to pay the Special Tax may be prepaid as described herein, provided that a prepayment may be made only for Assessor's Parcels for which a building permit for new construction was issued after January 1, 2017, and only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Special Tax obligation shall provide the CFD Administrator with written notice of intent to prepay. Within 30 days of receipt of such written notice, the CFD Administrator shall notify such owner of the prepayment amount for such Assessor's Parcel. The CFD Administrator may charge a fee for providing this service. Prepayment in any six month period must be made not less than 45 days prior to the next occurring date that notice of redemption of Bonds from the proceeds of such prepayment may be given to the Trustee pursuant to the Indenture.

The Special Tax Prepayment Amount (defined below) shall be calculated as summarized below (capitalized terms as defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance Amount
plus	Administrative Fees and Expenses
<u>less</u>	<u>Reserve Fund Credit</u>
Total	Prepayment Amount

As of the proposed date of prepayment, the Special Tax Prepayment Amount (defined below) shall be calculated by the CFD Administrator as follows:

Paragraph No.

1. Confirm that no Special Tax delinquencies apply to such Assessor's Parcel, and determine the Prepayment Period for the proposed prepayment.
2. Compute the Assigned Special Tax and Backup Special Tax for the Assessor's Parcel to be prepaid based on the Developed Property Special Tax which is, or could be, charged in the current Fiscal Year. For Assessor's Parcels of Final Mapped Property (for which a building permit has been issued but which is not yet classified as Developed Property) to be prepaid, compute the Assigned Special Tax and Backup Special Tax for that Assessor's Parcel as though it was already designated as Developed Property, based upon the building permit which has already been issued for that Assessor's Parcel.
3. (a) Divide the Assigned Special Tax computed pursuant to Paragraph 2 by the total estimated Assigned Special Tax for CFD No. 42 based on the Developed Property Special Tax which could be charged in the current Fiscal Year on all

expected development through buildout of CFD No. 42, excluding any Assessor's Parcels which have been prepaid, and

(b) Divide the Backup Special Tax computed pursuant to Paragraph 2 by the estimated total Backup Special Tax at buildout of CFD No. 42, excluding any Assessor's Parcels which have been prepaid.

4. Multiply the larger quotient computed pursuant to Paragraph 3(a) or 3(b) by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid (the "Bond Redemption Amount").
5. Multiply the Bond Redemption Amount computed pursuant to Paragraph 4 by the applicable redemption premium (e.g., the redemption price minus 100%), if any, on the Outstanding Bonds to be redeemed (the "Redemption Premium").
6. Compute the Future Facilities Costs for the applicable Prepayment Period.
7. Multiply the larger quotient computed pursuant to Paragraph 3(a) or 3(b) by the amount determined pursuant to Paragraph 6 to compute the amount of Future Facilities Costs to be prepaid (the "Future Facilities Amount").
8. Compute the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the earliest redemption date for the Outstanding Bonds.
9. Determine the Special Tax levied on the Assessor's Parcel in the current Fiscal Year which has not yet been paid.
10. Add the amounts computed pursuant to Paragraphs 8 and 9 to determine the "Defeasance Amount".
11. Verify the administrative fees and expenses of CFD No. 42, including the costs to compute the prepayment, the costs to invest the prepayment proceeds, the costs to redeem Bonds, and the costs to record any notices to evidence the prepayment and the redemption (the "Administrative Fees and Expenses").
12. If reserve funds for the Outstanding Bonds, if any, are at or above 100% of the reserve requirement (as defined in the Indenture) on the prepayment date, a reserve fund credit shall be calculated as a reduction in the applicable reserve fund for the Outstanding Bonds to be redeemed pursuant to the prepayment (the "Reserve Fund Credit"). No Reserve Fund Credit shall be granted if reserve funds are below 100% of the reserve requirement on the prepayment date or the redemption date.
13. The Special Tax prepayment is equal to the sum of the amounts computed pursuant to Paragraphs 4, 5, 7, 10, and 11, less the amount computed pursuant to Paragraph 12 (the "Prepayment Amount").

14. From the Prepayment Amount, the amounts computed pursuant to Paragraphs 4, 5, 10, and 12 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make debt service payments. The amount computed pursuant to Paragraph 7 shall be deposited into the Expenditures Fund. The amount computed pursuant to Paragraph 11 shall be retained by CFD No. 42.

The Special Tax Prepayment Amount may be sufficient to redeem other than a \$5,000 increment of Bonds. In such cases, the increment above \$5,000, or integral multiple thereof, will be retained in the appropriate fund established under the Indenture to be used with the next prepayment of Bonds or to make debt service payments.

As a result of the payment of the current Fiscal Year's Special Tax levy as determined under Paragraph 9 (above), the CFD Administrator shall remove the current Fiscal Year's Special Tax levy for such Assessor's Parcel from the County tax rolls. With respect to any Assessor's Parcel that is prepaid during Prepayment Period 3, the CFD Administrator shall cause a suitable notice to be recorded in compliance with the Act to indicate that the Special Tax has been prepaid and that the obligation of such Assessor's Parcel to pay the Special Tax shall cease.

With respect to the Special Tax for any Assessor's Parcel that is prepaid during Prepayment Period 1 or Prepayment Period 2, the obligation of such Assessor's Parcel to pay the Special Tax shall be tolled, or suspended, through the end of such Prepayment Period, but shall resume in the first Fiscal Year of the subsequent Prepayment Period. The CFD Administrator shall cause a suitable notice to be recorded in compliance with the Act to indicate that the Special Tax has been satisfied for the remainder of the applicable Prepayment Period but has not been permanently satisfied and the obligation to pay the Special Tax will resume in the first Fiscal Year of the Prepayment Period following the Prepayment Period in which the prepayment was made. Once the obligation of an Assessor's Parcel to pay the Special Tax resumes, the Special Tax for the then applicable Prepayment Period may be prepaid.

Notwithstanding the foregoing, no Special Tax prepayment shall be allowed unless the amount of Maximum Special Tax that may be levied on Taxable Property within CFD No. 42 (after excluding 22.90 Acres of Public Property and 1.77 acres of Property Owner Association Property) both prior to and after the proposed prepayment is at least 1.1 times the maximum annual debt service on all Outstanding Bonds.

2. Prepayment in Part

The Special Tax on an Assessor's Parcel for which a building permit for new construction was issued after January 1, 2017, may be partially prepaid. The amount of the prepayment shall be calculated as in Section H.1, except that a partial prepayment shall be calculated by the CFD Administrator according to the following formula:

$$PP = (PF - AE) \times \% + AE.$$

The terms above have the following meaning:

PP = the partial prepayment

PF = the Prepayment Amount (full prepayment) for the Special Tax calculated according to Section H.1

AE = the Administrative Fees and Expenses determined pursuant to paragraph 11 above

% = the percentage by which the owner of the Assessor's Parcel(s) is partially prepaying the Special Tax

The Special Tax partial prepayment amount must be sufficient to redeem at least a \$5,000 increment of Bonds.

The owner of any Assessor's Parcel who desires such prepayment shall notify the CFD Administrator of such owner's intent to partially prepay the Special Tax and the percentage by which the Special Tax shall be prepaid. The CFD Administrator shall provide the owner with a statement of the amount required for the partial prepayment of the Special Tax for an Assessor's Parcel within thirty (30) days of the request and may charge a fee for providing this service. With respect to any Assessor's Parcel that is partially prepaid, the CFD Administrator shall (i) distribute the remitted prepayment funds according to Section H.1, and (ii) indicate in the records of CFD No. 42 that there has been a partial prepayment of the Special Tax and that a portion of the Special Tax with respect to such Assessor's Parcel, equal to the outstanding percentage (100% - "%", as defined above) of the Maximum Special Tax, shall continue to be levied on such Assessor's Parcel pursuant to Section D during the Prepayment Period in which the partial prepayment is made.

For partial prepayments made during Prepayment Period 1 or Prepayment Period 2, the full amount of the Special Tax shall resume in the first Fiscal Year of the Prepayment Period following the Prepayment Period in which the partial prepayment was made. Once the obligation of an Assessor's Parcel to pay the Special Tax resumes, the Special Tax for the then applicable Prepayment Period may be prepaid.

I. TERM OF SPECIAL TAX

The Fiscal Year after which no further Special Tax shall be levied or collected is Fiscal Year 2118-2119, except that the Special Tax that was lawfully levied in or before such Fiscal Year and that remains delinquent may be collected in subsequent years.

EXHIBIT A

**CERTIFICATE OF MODIFICATION OF SPECIAL TAX
(PAGE 1 OF 2)**

CFD No. 42 CERTIFICATE

1. Pursuant to Section C.1 of the Rate and Method of Apportionment of Special Tax (the “Rate and Method”) for City of Ontario Community Facilities District No. 42 (West Haven) (“CFD No. 42”), the Assigned Special Tax and the Backup Special Tax for Developed Property within CFD No. 42 has been modified.
 - a. The information in Table 1 relating to the Assigned Special Tax for Developed Property within CFD No. 42, as stated in Section C.1.a.2 of the Rate and Method of Apportionment, has been modified as follows:

**TABLE 1
ASSIGNED SPECIAL TAX – DEVELOPED PROPERTY**

Land Use Class	Description	Residential Floor Area (Square Footage)	Assigned Special Tax
1	Single Family Property	< 1,901	[\$] per Unit
2	Single Family Property	1,901 – 2,100	[\$] per Unit
3	Single Family Property	2,101 – 2,300	[\$] per Unit
4	Single Family Property	2,301 – 2,500	[\$] per Unit
5	Single Family Property	2,501 – 2,700	[\$] per Unit
6	Single Family Property	2,701 – 2,900	[\$] per Unit
7	Single Family Property	2,901 – 3,100	[\$] per Unit
8	Single Family Property	3,101 – 3,300	[\$] per Unit
9	Single Family Property	3,301 – 3,500	[\$] per Unit
10	Single Family Property	> 3,500	[\$] per Unit
11	Other Residential Property		[\$] per Acre
12	Non-Residential Property		[\$] per Acre

EXHIBIT A

**CERTIFICATE OF MODIFICATION OF SPECIAL TAX
(PAGE 2 OF 2)**

- b. The Backup Special Tax for Developed Property, as stated in Section C.1.a.3, shall be modified as follows:

The Backup Special Tax shall be \$[_____] per Unit for Single Family Property. However, if the Expected Residential Lot Count does not equal 196 for Single Family Property, and the City has not issued Bonds, then the Backup Special Tax for Designated Buildable Lots of Single Family Property shall be calculated according to the following formula:

$$\text{Backup Special Tax} = \$[\text{_____}] \div \text{Expected Residential Lot Count for Single Family Property}$$

2. The Special Tax for Developed Property may only be modified prior to the first issuance of CFD No. 42 Bonds.
3. Upon execution of this Certificate by CFD No. 42, CFD No. 42 shall cause an amended notice of Special Tax lien for CFD No. 42 to be recorded reflecting the modifications set forth herein.

Capitalized undefined terms used herein have the meanings ascribed thereto in the Rate and Method. The modifications set forth in this Certificate have been calculated by the CFD Administrator in accordance with the Rate and Method.

GOODWIN CONSULTING GROUP, INC.
CFD ADMINISTRATOR

By: _____ Date: _____

The undersigned acknowledges receipt of this Certificate and of the modification of the Assigned Special Tax and the Backup Special Tax for Developed Property as set forth in this Certificate.

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 42
(WEST HAVEN)

By: _____ Date: _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DEEMING IT NECESSARY TO INCUR BONDED INDEBTEDNESS WITHIN THE CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 42 (WEST HAVEN).

WHEREAS, on July 17, 2018, 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. 42 (West Haven), and to Authorize the Levy of Special Taxes" stating its intention to establish City of Ontario Community Facilities District No. 42 (West Haven) (the "Community Facilities District") and to authorize the levy of special taxes within the Community Facilities District to finance certain public facilities and services; and

WHEREAS, on July 17, 2018, the City Council also adopted a resolution entitled "A Resolution of the City Council of the City of Ontario, California, to Incur Bonded Indebtedness of the Proposed City of Ontario Community Facilities District No. 42 (West Haven)" (the "Resolution to Incur Bonded Indebtedness") declaring the necessity for incurring bonded indebtedness and setting the date for a public hearing to be held on the proposed debt issue; and

WHEREAS, pursuant to the Resolution to Incur Bonded Indebtedness, notice of said public hearing was published in the *Inland Valley Daily Bulletin*, a newspaper of general circulation published in the area of the Community Facilities District, in accordance with the Act; and

WHEREAS, on this date, the City Council opened, conducted and closed said public hearing; and

WHEREAS, at said public hearing, any person interested, including persons owning property within the area and desiring to appear and present any matters material to the questions set forth in the Resolution to Incur Bonded Indebtedness appeared and presented such matters; and

WHEREAS, oral or written protests against the proposed debt issue were not made or filed at or before said public hearing by 50% or more of the registered voters, or six registered voters, whichever is more, residing within the territory proposed to be included in the Community Facilities District, or the owners of one-half or more of the area of land in the territory proposed to be included in the Community Facilities District and not exempt from the special tax; and

WHEREAS, on this date, the City Council adopted a resolution entitled "A Resolution of the City Council of the City of Ontario, California, of Formation of the City of Ontario Community Facilities District No. 42 (West Haven), Authorizing the Levy of a

Special Tax within the Community Facilities District and Establishing an Appropriations Limit for the Community Facilities District” (the “Resolution of Formation”); and

WHEREAS, the City Clerk of the City (the “City Clerk”) is the election official that will conduct the special election on the proposition to incur bonded indebtedness for the Community Facilities District; and

WHEREAS, there has been filed with the City Clerk a letter from the Registrar of Voters of the County of San Bernardino indicating that no persons were registered to vote within the territory of the proposed Community Facilities District as of July 18, 2018, and, accordingly, that 12 or more persons have not been registered to vote within the territory of the Community Facilities District for each of the 90 days preceding the close of said public hearing; and

WHEREAS, there has been filed with the City Clerk consents and waivers of all of the landowners of record in the Community Facilities District waiving any time limit specified by Section 53326 of the Act and any requirement pertaining to the conduct of said special election, including any time limit or requirement applicable to an election pursuant to Article 5 of the Act (commencing with Section 53345 of the Act), consenting to the holding of said special election on August 21, 2018, and waiving any impartial analysis, arguments or rebuttals, as set forth in Sections 53326 and 53327 of the Act; and

WHEREAS, the City Clerk has concurred in said waivers and has concurred in holding said special election on August 21, 2018.

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

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. The City Council deems it necessary to incur the bonded indebtedness.

SECTION 3. The bonded indebtedness will be incurred for the purpose of financing the costs of the Facilities (as defined in the Resolution of Formation), including all costs and estimated costs incidental to, or connected with, the accomplishment of such purpose.

SECTION 4. In accordance with the previous determination of the City Council, the whole of the Community Facilities District will pay for the bonded indebtedness.

SECTION 5. The maximum aggregate amount of debt to be incurred is \$30,000,000.

SECTION 6. The maximum term the bonds to be issued shall run before maturity is 40 years.

SECTION 7. The maximum annual rate of interest to be paid shall not exceed the maximum interest rate permitted by applicable law at the time of sale of the bonds, payable semiannually or at such times as the City Council or its designee shall determine, the actual rate or rates and times of payment of such interest to be determined by the City Council or its designee at the time or times of sale of the bonds.

SECTION 8. The proposition to incur the bonded indebtedness will be submitted to the voters.

SECTION 9. The City Council hereby finds and determines that no persons were registered to vote within the territory of the proposed Community Facilities District as of July 18, 2018, and that 12 or more persons have not been registered to vote within the territory of the Community Facilities District for each of the 90 days preceding the close of the public hearings held by the City Council on the proposed debt issue for the Community Facilities District. Accordingly, pursuant to Section 53326 of the Act, the vote shall be by the landowners of the Community Facilities District and each person who is the owner of land as of the close of said public hearings, or the authorized representative thereof, shall have one vote for each acre or portion of an acre that he or she owns within the Community Facilities District not exempt from the special tax.

SECTION 10. The City Council hereby finds and determines that the qualified electors of the Community Facilities District have unanimously consented (a) to the waiver of any time limit specified by Section 53326 of the Act and any requirement pertaining to the conduct of said election, including any time limit or requirement applicable to an election pursuant to Article 5 of the Act (commencing with Section 53345 of the Act), and (b) to the holding of said election on August 21, 2018. The City Council hereby finds and determines that the City Clerk has concurred in said waivers and has concurred in holding said election on August 21, 2018.

SECTION 11. The date of the special community facilities district election (which shall be consolidated with the special district election to levy a special tax within the Community Facilities District) at which time the proposition shall be submitted to the voters is August 21, 2018.

SECTION 12. The election is to be conducted by mail ballot. The mailed ballots are required to be received in the office of the City Clerk no later than 7:30 p.m. on August 21, 2018; provided, however, that if all of the qualified electors have voted prior to such time, the election may be closed with the concurrence of the City Clerk.

SECTION 13. The officers, employees and agents of the City are hereby authorized and directed to take all actions and do all things which they, or any of them, may deem necessary or desirable to accomplish the purposes of this Resolution and not inconsistent with the provisions hereof.

SECTION 14. This Resolution shall take effect immediately upon its adoption.

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

PASSED, APPROVED, AND ADOPTED this 21st day of August 2018.

PAUL S. LEON, MAYOR

ATTEST:

SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2018- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held August 21, 2018 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2018- duly passed and adopted by the Ontario City Council at their regular meeting held August 21, 2018.

SHEILA MAUTZ, CITY CLERK

(SEAL)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, CALLING SPECIAL ELECTION FOR CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 42 (WEST HAVEN).

WHEREAS, on this date, the City Council (the "City Council") of the City of Ontario (the "City"), pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"), adopted a resolution entitled "A Resolution of the City Council of the City of Ontario, California, of Formation of the City of Ontario Community Facilities District No. 42 (West Haven), Authorizing the Levy of a Special Tax within the Community Facilities District and Establishing an Appropriations Limit for the Community Facilities District" (the "Resolution of Formation"), establishing City of Ontario Community Facilities District No. 42 (West Haven) (the "Community Facilities District"), authorizing the levy of a special tax within the Community Facilities District and establishing an appropriations limit for the Community Facilities District; and

WHEREAS, on this date, the City Council also adopted a resolution entitled "A Resolution of the City Council of the City of Ontario, California, Deeming it Necessary to Incur Bonded Indebtedness within the City of Ontario Community Facilities District No. 42 (West Haven)" (the "Resolution Deeming it Necessary to Incur"), deeming it necessary to incur bonded indebtedness in the maximum amount of \$30,000,000; and

WHEREAS, pursuant to the provisions of said resolutions, the propositions to incur bonded indebtedness, to levy a special tax within the Community Facilities District and to establish an appropriations limit for the Community Facilities District are to be submitted to the qualified electors of the Community Facilities District as required by the Act; and

WHEREAS, the City Council desires to designate the City Clerk of the City (the "City Clerk") as the election official for the special election provided for herein; and

WHEREAS, there has been filed with the City Clerk a letter from the Registrar of Voters of the County of San Bernardino indicating that no persons were registered to vote within the territory of the proposed Community Facilities District as of July 18, 2018, and, accordingly, that 12 or more persons have not been registered to vote within the territory of the Community Facilities District for each of the 90 days preceding the close of the public hearings on the establishment of the Community Facilities District and the proposed debt issue for the Community Facilities District; and

WHEREAS, there has been filed with the City Clerk consents and waivers of all of the landowners of record in the Community Facilities District waiving any time limit specified by Section 53326 of the Act and any requirement pertaining to the conduct of said special election, including any time limit or requirement applicable to an election pursuant to Article 5 of the Act (commencing with Section 53345 of the Act), consenting to the holding of said special election on August 21, 2018 and waiving any impartial

analysis, arguments or rebuttals, as set forth in Sections 53326 and 53327 of the Act; and

WHEREAS, the City Clerk has concurred in said waivers and has concurred in holding said special election on August 21, 2018.

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

SECTION 1. Pursuant to Sections 53351, 53326 and 53325.7 of the Act, the propositions to incur bonded indebtedness, to levy a special tax within the Community Facilities District and to establish an appropriations limit for the Community Facilities District shall be submitted to the qualified electors of the Community Facilities District at an election called therefor as provided below.

SECTION 2. The City Clerk is hereby designated as the official to conduct said election.

SECTION 3. As authorized by Section 53353.5 of the Act, the propositions to incur bonded indebtedness, to levy a special tax within the Community Facilities District and to establish an appropriations limit for the Community Facilities District shall be combined into one ballot proposition.

SECTION 4. The City Council hereby finds and determines that no persons were registered to vote within the territory of the proposed Community Facilities District as of July 18, 2018, and that 12 or more persons have not been registered to vote within the territory of the Community Facilities District for each of the 90 days preceding the close of the public hearings heretofore held by the City Council on the establishment of the Community Facilities District and the proposed debt issue for the Community Facilities District. Accordingly, pursuant to Section 53326 of the Act, the vote shall be by the landowners of the Community Facilities District and each person who is the owner of land as of the close of said public hearings, or the authorized representative thereof, shall have one vote for each acre or portion of an acre that he or she owns within the Community Facilities District not exempt from the special tax.

SECTION 5. The City Council hereby finds and determines that the qualified electors of the Community Facilities District have unanimously consented (a) to the waiver of any time limit specified by Section 53326 of the Act and any requirement pertaining to the conduct of said election, including any time limit or requirement applicable to an election pursuant to Article 5 of the Act (commencing with Section 53345 of the Act), (b) to the holding of said election on August 21, 2018, and (c) to the waiver of any impartial analysis, arguments or rebuttals, as set forth in Sections 53326 and 53327 of the Act. The City Council hereby finds and determines that the City Clerk has concurred in said waivers and has concurred in holding said election on August 21, 2018.

SECTION 6. The City Council hereby calls a special election to submit to the qualified electors of the Community Facilities District the combined proposition to incur bonded indebtedness, to levy a special tax within the Community Facilities District and to establish an appropriations limit for the Community Facilities District, which election shall be held at 303 East B Street, Ontario, California, on August 21, 2018. The City Council has caused to be provided to the City Clerk, as the official to conduct said election, the Resolution of Formation, the Resolution of Deeming it Necessary to Incur, a certified map of sufficient scale and clarity to show the boundaries of the Community Facilities District, and a sufficient description to allow the City Clerk to determine the boundaries of the Community Facilities District.

The voted ballots shall be returned to the City Clerk not later than 7:30 p.m. on August 21, 2018; provided, however, that if all of the qualified electors have voted prior to such time, the election may be closed with the concurrence of the City Clerk.

SECTION 7. Pursuant to Section 53326 of the Act, the election shall be conducted by mail or hand-delivered ballot pursuant to Section 4000 *et. seq.* of the California Elections Code. Except as otherwise provided in the Act, the provisions of law regulating elections of the City, insofar as they may be applicable, will govern the election.

SECTION 8. The form of the ballot for said election is attached hereto as Exhibit A and by this reference incorporated herein, and such form of ballot is hereby approved. The City Clerk shall cause to be delivered to each of the qualified electors of the Community Facilities District a ballot in said form. Each ballot shall indicate the number of votes to be voted by the respective landowner to which it pertains.

Each ballot shall be accompanied by all supplies and written instructions necessary for the use and return of the ballot. The identification envelope for return of the ballot shall be enclosed with the ballot, shall have the return postage prepaid, and shall contain: (a) the name and address of the landowner, (b) a declaration, under penalty of perjury, stating that the voter is the owner of record or the authorized representative of the landowner entitled to vote and is the person whose name appears on the identification envelope, (c) the printed name, signature and address of the voter, (d) the date of signing and place of execution of the declaration described in clause (b) above, and (e) a notice that the envelope contains an official ballot and is to be opened only by the canvassing board.

Analysis and arguments with respect to the ballot proposition are hereby waived, as provided in Section 53327 of the Act.

SECTION 9. The City Clerk shall accept the ballots of the qualified electors in the office of the City Clerk at 303 East B Street, Ontario, California, to and including 7:30 p.m. on August 21, 2018, whether said ballots be personally

delivered or received by mail. The City Clerk shall have available ballots which may be marked at said location on the election day by said qualified electors.

SECTION 10. The City Council hereby determines that the facilities and services financed by the Community Facilities District are necessary to meet increased demands placed upon local agencies as a result of development occurring in the Community Facilities District.

SECTION 11. The specific purposes of the bonded indebtedness proposed to be incurred is the financing of the Facilities (as defined in the Resolution of Formation), including all costs and estimated costs incidental to, or connected with, the accomplishment of such purpose, and the proceeds of such bonded indebtedness shall be applied only to such specific purposes.

Upon approval of the proposition to incur bonded indebtedness, and the sale of any bonds evidencing such indebtedness, the City Council shall take such action as may be necessary to cause to be established an account for deposit of the proceeds of sale of the bonds. For so long as any proceeds of the bonds remain unexpended, the Management Analyst, Management Services of the City shall cause to be filed with the City Council, no later than January 1 of each year, a report stating (a) the amount of bond proceeds received and expended during the preceding year, and (b) the status of any project funded or to be funded from bond proceeds. Said report may relate to the calendar year, fiscal year, or other appropriate annual period, as the Management Analyst, Management Services of the City shall determine, and may be incorporated into the annual budget, audit, or other appropriate routine report to the City Council.

SECTION 12. The officers, employees and agents of the City are hereby authorized and directed to take all actions and do all things which they, or any of them, may deem necessary or desirable to accomplish the purposes of this Resolution and not inconsistent with the provisions hereof.

SECTION 13. This Resolution shall take effect immediately upon its adoption.

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

PASSED, APPROVED, AND ADOPTED this 21st day of August 2018.

PAUL S. LEON, MAYOR

ATTEST:

SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2018- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held August 21, 2018 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2018- duly passed and adopted by the Ontario City Council at their regular meeting held August 21, 2018.

SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT A

OFFICIAL BALLOT

CITY OF ONTARIO
August 21, 2018

SPECIAL ELECTION

This ballot is for a special, landowner election. The number of votes to be voted pursuant to this ballot is ____.

INSTRUCTIONS TO VOTERS:

To vote on the measure, mark a cross (+) in the voting square after the word "YES" or after the word "NO". All distinguishing marks or erasures are forbidden and make the ballot void. If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Ontario and obtain another.

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 42
(WEST HAVEN)

MEASURE SUBMITTED TO VOTE OF VOTERS: Shall the City of Ontario Community Facilities District No. 42 (West Haven) (the "Community Facilities District") be authorized to incur bonded indebtedness in a maximum aggregate amount of not to exceed \$30,000,000 and levy a special tax in order to finance certain facilities and services and shall the annual appropriations limit of the Community Facilities District be established in the amount of \$30,000,000, all as specified in the Resolution entitled "A Resolution of the City Council of the City of Ontario, California, of Formation of the City of Ontario Community Facilities District No. 42 (West Haven), Authorizing the Levy of a Special Tax within the Community Facilities District and Establishing an Appropriations Limit for the Community Facilities District" and the Resolution entitled "A Resolution of the City Council of the City of Ontario, California, Deeming it Necessary to Incur Bonded Indebtedness within City of Ontario Community Facilities District No. 42 (West Haven)," each adopted by the City Council of the City of Ontario on August 21, 2018?

Yes:

No:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DECLARING RESULTS OF SPECIAL ELECTION AND DIRECTING RECORDING OF NOTICE OF SPECIAL TAX LIEN.

WHEREAS, on August 21, 2018, the City Council (the "City Council") of the City of Ontario (the "City"), pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"), adopted a resolution entitled "A Resolution of the City Council of the City of Ontario, California, Calling Special Election for City of Ontario Community Facilities District No. 42 (West Haven)" (the "Resolution Calling Election"), calling for a special election of the qualified electors within City of Ontario Community Facilities District No. 42 (West Haven) (the "Community Facilities District"); and

WHEREAS, pursuant to the terms of the Resolution Calling Election and the provisions of the Act, the special election was held on August 21, 2018; and

WHEREAS, the City Clerk of the City (the "City Clerk") has certified the canvass of the returns of the election and has filed a Canvass and Statement of Results of Election (the "Canvass"), a copy of which is attached hereto as Exhibit A;

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

SECTION 1. The City Council has received, reviewed and hereby accepts the Canvass.

SECTION 2. The City Council hereby finds and declares that the ballot proposition submitted to the qualified electors of the Community Facilities District pursuant to the Resolution Calling Election has been passed and approved by such electors in accordance with Section 53328, Section 53355 and Section 53325.7 of the Act.

SECTION 3. The City Clerk is hereby directed to execute and cause to be recorded in the office of the County Recorder of the County of San Bernardino a notice of special tax lien in the form required by the Act, said recording to occur no later than fifteen days following adoption by the City Council of this Resolution.

SECTION 4. The officers, employees and agents of the City are hereby authorized and directed to take all actions and do all things which they, or any of them, may deem necessary or desirable to accomplish the purposes of this Resolution and not inconsistent with the provisions hereof.

SECTION 5. This Resolution shall take effect immediately upon its adoption.

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

PASSED, APPROVED, AND ADOPTED this 21st day of August 2018.

PAUL S. LEON, MAYOR

ATTEST:

SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2018- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held August 21, 2018 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2018- duly passed and adopted by the Ontario City Council at their regular meeting held August 21, 2018.

SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT A

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 42
(WEST HAVEN)

CANVASS AND STATEMENT OF RESULTS OF ELECTION

I hereby certify that on August 21, 2018, I canvassed the returns of the special election held on August 21, 2018, for the City of Ontario Community Facilities District No. 42 (West Haven), that the total number of ballots cast in said Community Facilities District and the total number of votes cast for and against the proposition are as follows and that the totals as shown for and against the proposition are true and correct:

	Qualified Landowner <u>Votes</u>	<u>Votes</u> Cast	<u>YES</u>	<u>NO</u>
City of Ontario Community Facilities District No. 42 (West Haven) Special Election, August 21, 2018	23	—	—	—

MEASURE SUBMITTED TO VOTE OF VOTERS: Shall the City of Ontario Community Facilities District No. 42 (West Haven) (the "Community Facilities District") be authorized to incur bonded indebtedness in a maximum aggregate amount of not to exceed \$30,000,000 and levy a special tax in order to finance certain facilities and services and shall the annual appropriations limit of the Community Facilities District be established in the amount of \$30,000,000, all as specified in the Resolution entitled "A Resolution of the City Council of the City of Ontario, California, of Formation of the City of Ontario Community Facilities District No. 42 (West Haven), Authorizing the Levy of a Special Tax within the Community Facilities District and Establishing an Appropriations Limit for the Community Facilities District" and the Resolution entitled "A Resolution of the City Council of the City of Ontario, California, Deeming it Necessary to Incur Bonded Indebtedness within City of Ontario Community Facilities District No. 42 (West Haven)," each adopted by the City Council of the City of Ontario on August 21, 2018?

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND this 21st day of August, 2018.

BY: _____
SHEILA MAUTZ, CITY CLERK

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, LEVYING SPECIAL TAXES WITHIN THE CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 42 (WEST HAVEN).

WHEREAS, on July 17, 2018, 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. 42 (West Haven), and to Authorize the Levy of Special Taxes" stating its intention to establish City of Ontario Community Facilities District No. 42 (West Haven) (the "Community Facilities District") and to finance certain public facilities (the "Facilities") and services (the "Services"); and

WHEREAS, on August 21, 2018, 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. 42 (West Haven), 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. 42 (West Haven)" and "A Resolution of the City Council of the City of Ontario, California, Calling Special Election for City of Ontario Community Facilities District No. 42 (West Haven)", which resolutions established the Community Facilities District, authorized the levy of a special tax within the Community Facilities District and 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, respectively; and

WHEREAS, on August 21, 2018, 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 special taxes 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 taxes are hereby levied commencing in fiscal year 2018-19 and in each fiscal

year thereafter until the last fiscal year in which such special taxes are authorized to be levied pursuant to the Rate and Method of Apportionment.

SECTION 2. The City Council may, in accordance with subdivision (b) of Section 53340 of the Act, provide, by resolution, for the levy of the special tax in future tax years at the same rate or at a lower rate than the rate provided by this Ordinance. In no event shall the special tax be levied on any parcel within the Community Facilities District in excess of the maximum tax specified therefor in the Rate and Method of Apportionment.

SECTION 3. The special tax shall be levied on all of the parcels in the Community Facilities District, unless exempted by law or by the Rate and Method of Apportionment.

SECTION 4. The proceeds of the special tax shall only be used to pay, in whole or in part, the cost of providing the Facilities and Services and incidental expenses pursuant to the Act.

SECTION 5. The special tax shall be collected in the same manner as ordinary *ad valorem* property taxes are collected and shall be subject to the same penalties and the same procedure, sale and lien priority in the case of delinquency as is provided for *ad valorem* taxes, unless another procedure is adopted by the City Council.

SECTION 6. If for any reason any portion of this Ordinance is found to be invalid, or if the special tax is found inapplicable to any particular parcel within the Community Facilities District, by a court of competent jurisdiction, the balance of this Ordinance and the application of the special tax to the remaining parcels within the Community Facilities District shall not be affected.

SECTION 7. The Mayor shall sign this Ordinance and the City Clerk shall certify as to the adoption and shall cause a summary thereof to be published at least once, in a newspaper of general circulation in the City of Ontario, California within fifteen (15) days of the adoption. The City Clerk shall post a certified copy of this ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

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

PASSED, APPROVED, AND ADOPTED this _____ day of _____ 2018.

PAUL S. LEON, MAYOR

ATTEST:

SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Ordinance No. _____ was duly introduced at a regular meeting of the City Council of the City of Ontario held _____ and adopted at the regular meeting held _____, 2018 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

SHEILA MAUTZ, CITY CLERK

(SEAL)

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

SHEILA MAUTZ, CITY CLERK

(SEAL)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AUTHORIZING THE EXECUTION AND DELIVERY OF AN ACQUISITION AND FUNDING AGREEMENT WITH STG COMMUNITIES II, LLC.

WHEREAS, certain real property within the boundaries of the City located generally south of State Route 60 is commonly known as the New Model Colony; and

WHEREAS, the City has approved a General Plan Amendment for the New Model Colony, which has been supplemented by certain water, recycled water and sewer master plans (as so supplemented, the "General Plan Amendment") and has certified an Environmental Impact Report and adopted a Mitigated Negative Declaration in connection with the General Plan Amendment (together, the "Environmental Impact Report"); and

WHEREAS, the City has specified in the General Plan Amendment and the Environmental Impact Report the major backbone transportation, water, sewer, storm drainage, parks, public safety infrastructure and fiber optic systems required to serve the New Model Colony; and

WHEREAS, the New Model Colony is now commonly referred to as the Ontario Ranch; and

WHEREAS, STG Communities II, LLC, a California limited liability company (the "Developer"), is developing certain of the property within the Ontario Ranch (the "Property"); and

WHEREAS, certain of such major backbone infrastructure is required to serve the Property; and

WHEREAS, the City and the Developer desire to provide a mechanism to fund, in a timely manner, the costs of certain of such major backbone infrastructure required to serve the Ontario Ranch (the "Facilities") so that such development may occur; and

WHEREAS, in order to provide such a mechanism, the City has, pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982 (the "Act"), established City of Ontario Community Facilities District No. 42 (West Haven) (the "Community Facilities District"), the boundaries of which include the Property; and

WHEREAS, the Community Facilities District is authorized to levy special taxes within the Community Facilities District (the "Special Taxes") and issue special tax bonds (the "Bonds") secured by the Special Taxes in order to finance certain of the Facilities; and

WHEREAS, it is anticipated that Special Taxes will be levied by the Community Facilities District and that, from time to time, Bonds will be issued by the Community Facilities District; and

WHEREAS, the Developer proposes to construct, or cause to be constructed, certain of the Facilities proposed to be financed by the Community Facilities District pursuant to the Act, and the City proposes to purchase such Facilities from the Developer pursuant to an Acquisition and Funding Agreement by and between the City and the Developer (such Acquisition and Funding Agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the "Acquisition Agreement"); and

WHEREAS, the City Council is the legislative body of the Community Facilities District;

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

SECTION 1. The Acquisition Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, be and the same is hereby approved. Each of the Mayor of the City, and such other member of the City Council as the Mayor may designate, the City Manager of the City and the Executive Director of Finance of the City, and such other officer or employee of the City as the City Manager may designate (the "Authorized Officers") is hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name of the City, to execute and deliver the Acquisition Agreement in the form submitted to this meeting, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of the Acquisition Agreement by such Authorized Officer.

SECTION 2. The officers, employees and agents of the City are hereby authorized and directed to take all actions and do all things which they, or any of them, may deem necessary or desirable to accomplish the purposes of this Resolution and not inconsistent with the provisions hereof.

SECTION 3. This Resolution shall take effect immediately upon its adoption.

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

PASSED, APPROVED, AND ADOPTED this 21st day of August 2018.

PAUL S. LEON, MAYOR

ATTEST:

SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2018- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held August 21, 2018 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2018- duly passed and adopted by the Ontario City Council at their regular meeting held August 21, 2018.

SHEILA MAUTZ, CITY CLERK

(SEAL)

CITY OF ONTARIO

Agenda Report
August 21, 2018

SECTION:
PUBLIC HEARINGS

SUBJECT: A PUBLIC HEARING TO CONSIDER A RESOLUTION REGARDING THE FORMATION OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 43 (PARK PLACE FACILITIES PHASE IV); ADOPTION OF A RESOLUTION TO INCUR BONDED INDEBTEDNESS; AND INTRODUCTION OF AN ORDINANCE LEVYING SPECIAL TAXES

RECOMMENDATION: That the City Council consider and:

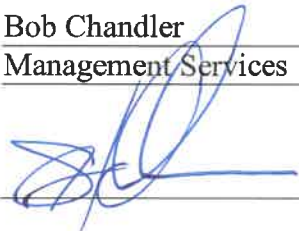
- (A) Adopt a resolution establishing Community Facilities District No. 43 (Park Place Facilities Phase IV), authorizing the levy of special taxes within the community facilities district, and establishing an appropriations limit for the community facilities district;
- (B) Adopt a resolution deeming it necessary to incur bonded indebtedness within Community Facilities District No. 43 (Park Place Facilities Phase IV);
- (C) Adopt a resolution calling a special election for City of Ontario Community Facilities District No. 43 (Park Place Facilities Phase IV);
- (D) Adopt a resolution declaring the results of the special election and directing the recording of a Notice of Special Tax Lien;
- (E) Introduce and waive further reading of an ordinance levying special taxes within City of Ontario Community Facilities District No. 43 (Park Place Facilities Phase IV); and
- (F) Adopt a resolution authorizing the execution and delivery of an acquisition and funding agreement with SL Ontario Development Company, LLC, a Delaware corporation.

COUNCIL GOALS: Operate in a Businesslike Manner

Focus Resources in Ontario's Commercial and Residential Neighborhoods

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

STAFF MEMBER PRESENTING: Grant D. Yee, Executive Director of Finance

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

Submitted to Council/O.H.A. 08/21/2018
Approved: _____
Continued to: _____
Denied: _____

14

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 Park Place Phase IV project is estimated to generate approximately \$13 million, which will be used to help fund a portion of the public infrastructure improvements that will serve the project. Since Mello-Roos bonds are not a direct obligation of the City, and are paid from special taxes levied on each taxable parcel in the district, there is no General Fund impact from the issuance of Mello-Roos bonds.

BACKGROUND: The Mello-Roos Community Facilities Act of 1982 provides local government, with the consent from a majority of the property owners, the authority to establish community facilities districts for the purpose of levying special taxes to fund governmental services and to finance various kinds of public infrastructure facilities. With the adoption of Resolution 2014-019 on March 18, 2014, the City Council authorized the levy of special taxes to fund various city services for the district. Under the Mello-Roos Act, the initial steps in the formation of a community facilities district to finance public improvements are adopting resolutions declaring the intention to establish a community facilities district, authorize the levy of special taxes, and to issue bonds. Accordingly, on July 17, 2018, the City Council approved Resolution No. 2018-102, a Resolution of Intention to establish City of Ontario Community Facilities District No. 43 (Park Place Facilities Phase IV) and authorize the levy of special taxes, and Resolution No. 2018-103, declaring the City Council's intention to issue bonds for the district. The Resolution of Intention set the public hearing date for the regularly scheduled City Council meeting on August 21, 2018, to consider formation matters.

In the First Amended and Restated Agreement for the Financing and Construction of Limited Infrastructure Improvements to Serve an Easterly Portion of the New Model Colony ("First Amended and Restated Construction Agreement") between the City and NMC Builders, LLC, the City agreed to cooperate with the members of NMC Builders, LLC in the formation of community facilities districts to assist in the financing of the public improvements included in the agreement. SL Ontario Development Company, LLC, an NMC Builders, LLC member, has provided a written petition to the City requesting formation of a community facilities district for the Park Place Phase IV project in Ontario Ranch. The Park Place Phase IV project addresses the development of approximately 40 taxable acres located generally east of Parkplace Avenue, generally west of Haven Avenue, south of Eucalyptus Avenue and north of Parkview Street. At build out, the development is projected to include 279 detached single-family units.

Included, as part of the resolution of formation is the proposed Rate and Method of Apportionment of Special Tax for the District. The terms of the Rate and Method of Apportionment of Special Tax are consistent with the City Council's adopted Mello-Roos Local Goals and Policies in all aspects, except that the percentage of assessed value of the total annual tax obligation plus the Homeowners Association (HOA) fee exceeds the adopted policy threshold, in aggregate, by .01% for each detached unit. However, as was previously authorized for previous developers in Ontario Ranch, and as is consistent with the "enhanced level of amenities" provisions of the Memorandum of Understanding executed between the City and NMC Builders on July 21, 2015 (the MOU), it is recommended that the policy threshold limitation be waived in this instance in recognition of the significantly enhanced level of amenities and services to be provided by the project's HOA(s), which are of the type contemplated by the MOU.

Under the proposed Rate and Method of Apportionment, **the portion of the maximum annual special tax rates which will be used to fund debt service payments on the bonds is fixed and will not**

increase over time. As proposed, the amount of bonds authorized for the district (\$46 million) is set intentionally higher than the current estimated bond amount (approximately \$13 million) in order to allow future City Councils the option, without increasing the amount of the annual special taxes, to issue additional bonds to replace and/or construct new public infrastructure improvements in the future, or to fund City services. The term and structure of the Rate and Method of Apportionment of Special Tax for the Park Place Phase IV project is consistent with those of the previously adopted Rates and Methods of Apportionment for Ontario Ranch community facilities districts. This ensures that the special tax rates levied on all residential property owners in community facilities districts in Ontario Ranch are developed in a consistent and equivalent manner. In addition, under the provisions of the Mello-Roos Act, to ensure that home buyers are making an informed decision, all residential builders in the Ontario Ranch districts will be required to disclose the maximum annual special tax amount to each homeowner before entering into a sales contract.

Attached are five resolutions and an ordinance. The first resolution establishes the community facilities district, with the rate and method of apportionment of special taxes, and authorizes the levy of special taxes within the district. The second resolution deems the necessity of incurring bonded indebtedness for the district. The third calls for a special landowner election to be held on August 21, 2018. The fourth resolution declares the results of the election, including a statement from the City Clerk as to the canvass of ballots, and directs the recording of the Notice of Special Tax Lien. The ordinance authorizes the levying of special taxes, and the final resolution authorizes the execution and delivery of an acquisition and funding agreement with SL Ontario Development Company, LLC.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, OF FORMATION OF THE CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 43 (PARK PLACE FACILITIES PHASE IV), AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN THE COMMUNITY FACILITIES DISTRICT AND ESTABLISHING AN APPROPRIATIONS LIMIT FOR THE COMMUNITY FACILITIES DISTRICT.

WHEREAS, on July 17, 2018, 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. 43 (Park Place Facilities Phase IV), and to Authorize the Levy of Special Taxes" (the "Resolution of Intention"), stating its intention to establish a community facilities district (the "Community Facilities District") proposed to be named City of Ontario Community Facilities District No. 43 (Park Place Facilities Phase IV), to authorize the levy of special taxes within the Community Facilities District to finance certain public facilities and services and setting the date for a public hearing to be held on the establishment of the Community Facilities District; and

WHEREAS, pursuant to the Resolution of Intention, notice of said public hearing was published in the *Inland Valley Daily Bulletin*, a newspaper of general circulation published in the area of the Community Facilities District, in accordance with the Act; and

WHEREAS, on this date, the City Council opened, conducted and closed said public hearing; and

WHEREAS, pursuant to the Resolution of Intention, each officer of the City who is or will be responsible for providing one or more of the proposed types of public facilities or services was directed to study, or cause to be studied, the proposed Community Facilities District and, at or before said public hearing, file a report with the City Council containing a brief description of the public facilities and services by type that will in his or her opinion be required to adequately meet the needs of the Community Facilities District, and his or her estimate of the cost of providing such public facilities and services; such officers were also directed to estimate the fair and reasonable cost of the public facilities proposed to be purchased as completed public facilities and of the incidental expenses proposed to be paid; and

WHEREAS, said report was so filed with the City Council and made a part of the record of said public hearing; and

WHEREAS, at the hearing, the testimony of all persons for or against the establishment of the Community Facilities District, the extent of the Community Facilities District and the furnishing of the specified types of public facilities and services was heard; and

WHEREAS, written protests against the establishment of the Community Facilities District, the furnishing of any specified type or types of facilities and services within the Community Facilities District or the levying of any specified special tax were not made or filed at or before said hearing by 50% or more of the registered voters, or six registered voters, whichever is more, residing within the territory proposed to be included in the Community Facilities District, or the owners of one-half or more of the area of land in the territory proposed to be included in the Community Facilities District and not exempt from the special tax; and

WHEREAS, there has been filed with the City Clerk of the City a letter from the Registrar of Voters of the County of San Bernardino indicating that no persons were registered to vote within the territory of the proposed Community Facilities District as of July 18, 2018, and, accordingly, that 12 or more persons have not been registered to vote within the territory of the proposed Community Facilities District for each of the 90 days preceding the close of said public hearing; and

WHEREAS, Section 53314.9 of the Act provides that, at any time either before or after the formation of a community facilities district, the legislative body may accept advances of funds from any source, including, but not limited to, private persons or private entities and may provide, by resolution, for the use of those funds for any authorized purpose, including, but not limited to, paying any cost incurred by the local agency in creating a community facilities district; and

WHEREAS, Section 53314.9 of the Act further provides that the legislative body may enter into an agreement, by resolution, with the person or entity advancing the funds, to repay all or a portion of the funds advanced, as determined by the legislative body, with or without interest, under all the following conditions: (a) the proposal to repay the funds is included in both the resolution of intention to establish a community facilities district adopted pursuant to Section 53521 of the Act and in the resolution of formation to establish a community facilities district pursuant to Section 53325.1 of the Act, (b) any proposed special tax is approved by the qualified electors of the community facilities district pursuant to the Act, and (c) any agreement shall specify that if the qualified electors of the community facilities district do not approve the proposed special tax, the local agency shall return any funds which have not been committed for any authorized purpose by the time of the election to the person or entity advancing the funds; and

WHEREAS, the City and SL Ontario Development Company, LLC ("SL Ontario") entered into a Deposit and Reimbursement Agreement, dated as of July 1, 2018 (the "Deposit Agreement"), that provides for the advancement of funds by SL Ontario to be used to pay costs incurred in connection with the establishment of the Community Facilities District and the issuance of special tax bonds thereby, and provides for the reimbursement to SL Ontario of such funds advanced, without interest, from the proceeds of any such bonds issued by the Community Facilities District; and

WHEREAS, in accordance with Section 53314.9 of the Act, the City desires to accept such advances and to reimburse SL Ontario therefor, without interest, from the proceeds of special tax bonds issued by the Community Facilities District;

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

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. The Community Facilities District is hereby established pursuant to the Act.

SECTION 3. The Community Facilities District is hereby named "City of Ontario Community Facilities District No. 43 (Park Place Facilities Phase IV)."

SECTION 4. The public facilities (the "Facilities") proposed to be financed by the Community Facilities District pursuant to the Act are described under the caption "Facilities" on Exhibit A hereto, which is by this reference incorporated herein. Those Facilities proposed to be purchased as completed public facilities are described under the caption "Facilities to be Purchased" on Exhibit A hereto. The services (the "Services") proposed to be financed by the Community Facilities District pursuant to the Act are described under the caption "Services" on Exhibit A hereto. The incidental expenses proposed to be incurred are identified under the caption "Incidental Expenses" on Exhibit A hereto. All or any portion of the Facilities may be financed through a financing plan, including, but not limited to, a lease, lease-purchase or installment-purchase arrangement.

SECTION 5. The proposed special tax to be levied within the Community Facilities District has not been precluded by majority protest pursuant to Section 53324 of the Act.

SECTION 6. Except where funds are otherwise available, a special tax sufficient to pay for all Facilities and Services, secured by recordation of a continuing lien against all nonexempt real property in the Community Facilities District, will be annually levied within the Community Facilities District. The rate and method of apportionment of the special tax (the "Rate and Method"), in sufficient detail to allow each landowner within the proposed Community Facilities District to estimate the maximum amount that he or she will have to pay, is described in Exhibit B attached hereto, which is by this reference incorporated herein. The conditions under which the obligation to pay the special tax to pay for Facilities may be prepaid and permanently satisfied are specified in the Rate and Method. The special tax will be collected in the same manner as ordinary *ad valorem* property taxes or in such other manner as the City Council shall determine, including direct billing of the affected property owners.

SECTION 7. The special tax may only finance the Services to the extent that they are in addition to those provided in the territory of the Community Facilities District before the Community Facilities District is created. The Services may not supplant services already available within that territory when the Community Facilities District is created.

SECTION 8. The tax year after which no further special tax to pay for Facilities will be levied against any parcel used for private residential purposes is specified in the Rate and Method. Under no circumstances shall the special tax to pay for Facilities in any fiscal year against any parcel used for private residential purposes be increased as a

consequence of delinquency or default by the owner or owners of any other parcel or parcels within the Community Facilities District by more than 10% above the amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults. For purposes of this paragraph, a parcel shall be considered “used for private residential purposes” not later than the date on which an occupancy permit for private residential use is issued.

SECTION 9. Pursuant to Section 53344.1 of the Act, the City Council hereby reserves to itself the right and authority to allow any interested owner of property within the Community Facilities District, subject to the provisions of said Section 53344.1 and to those conditions as it may impose, and any applicable prepayment penalties as prescribed in the bond indenture or comparable instrument or document, to tender to the Community Facilities District treasurer in full payment or part payment of any installment of the special taxes or the interest or penalties thereon which may be due or delinquent, but for which a bill has been received, any bond or other obligation secured thereby, the bond or other obligation to be taken at par and credit to be given for the accrued interest shown thereby computed to the date of tender.

SECTION 10. The name, address and telephone number of the office that will be responsible for preparing annually a current roll of special tax levy obligations by assessor’s parcel number and that will be responsible for estimating further special tax levies pursuant to Section 53340.2 of the Act are as follows: Management Analyst, Management Services, City of Ontario, 303 East B Street, Ontario, California 91764, (909) 395-2341.

SECTION 11. Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the California Streets and Highways Code, a continuing lien to secure each levy of the special tax shall attach to all nonexempt real property in the Community Facilities District and this lien shall continue in force and effect until the special tax obligation is prepaid and permanently satisfied and the lien canceled in accordance with law or until collection of the tax by the City Council ceases.

SECTION 12. The boundary map of the Community Facilities District has been recorded in San Bernardino County in Book 87 at Page 95 of Maps of Assessments and Community Facilities Districts in the San Bernardino County Recorder’s Office (Document No. 2018-0268940).

SECTION 13. The annual appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, of the Community Facilities District is hereby established at \$46,000,000.

SECTION 14. Pursuant to the provisions of the Act, the levy of the special tax and a proposition to establish the appropriations limit specified above shall be subject to the approval of the qualified electors of the Community Facilities District at a special election. The City Council hereby finds and determines that no persons were registered to vote within the territory of the proposed Community Facilities District as of July 18, 2018, and that 12 or more persons have not been registered to vote within the territory of the Community Facilities District for each of the 90 days preceding the close of the public hearing held by the City Council on the establishment of the Community

Facilities District. Accordingly, pursuant to Section 53326 of the Act, the vote shall be by the landowners of the Community Facilities District and each person who is the owner of land as of the close of said public hearings, or the authorized representative thereof, shall have one vote for each acre or portion of an acre that he or she owns within the Community Facilities District not exempt from the special tax. The voting procedure shall be by mailed or hand-delivered ballot.

SECTION 15. SL Ontario has heretofore advanced certain funds, and may advance additional funds, which have been or may be used to pay costs incurred in connection with the creation of the Community Facilities District and the issuance of special tax bonds thereby. The City Council has previously approved the acceptance of such funds for the purpose of paying costs incurred in connection with the creation of the Community Facilities District and the issuance of special tax bonds thereby. The City Council proposes to repay all or a portion of such funds expended for such purpose, solely from the proceeds of such bonds, pursuant to the Deposit Agreement. The Deposit Agreement is hereby incorporated herein as though set forth in full herein.

SECTION 16. The City Council hereby finds and determines that all proceedings up to and including the adoption of this Resolution were valid and in conformity with the requirements of the Act. In accordance with Section 53325.1 of the Act, such finding shall be final and conclusive.

SECTION 17. The officers, employees and agents of the City are hereby authorized and directed to take all actions and do all things which they, or any of them, may deem necessary or desirable to accomplish the purposes of this Resolution and not inconsistent with the provisions hereof.

SECTION 18. This Resolution shall take effect immediately upon its adoption.

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

PASSED, APPROVED, AND ADOPTED this 21st day of August 2018.

PAUL S. LEON, MAYOR

ATTEST:

SHEILA MAUTZ, CITY CLERK

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2018- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held August 21, 2018 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2018- duly passed and adopted by the Ontario City Council at their regular meeting held August 21, 2018.

SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT A

FACILITIES, SERVICES AND INCIDENTAL EXPENSES

Facilities

The types of facilities to be financed by the Community Facilities District are street and bridge improvements, including grading, paving, curbs and gutters, sidewalks, street signalization and signage, street lights and parkway and landscaping related thereto, domestic and recycled water distribution facilities, sewer collection facilities, solid waste facilities, storm drainage facilities, park and recreation facilities and equipment, aquatic facilities and equipment, fire facilities and equipment, police facilities and equipment, library facilities and equipment, fiber optic telecommunication system facilities, general governmental office, administrative and meeting facilities, and land, rights-of-way and easements necessary for any of such facilities.

Facilities to be Purchased

The types of facilities to be purchased as completed facilities are street and bridge improvements, including grading, paving, curbs and gutters, sidewalks, street signalization and signage, street lights and parkway and landscaping related thereto, domestic and recycled water distribution facilities, sewer collection facilities, solid waste facilities, storm drainage facilities, park and recreation facilities and equipment, aquatic facilities and equipment, fire facilities and equipment, police facilities and equipment, library facilities and equipment, fiber optic telecommunication system facilities, general governmental office, administrative and meeting facilities, and land, rights-of-way and easements necessary for any of such facilities.

Services

The types of services to be financed by the Community Facilities District are police protection services, fire protection and suppression services, ambulance and paramedic services, maintenance and lighting of parks, parkways, streets, roads and open space, flood and storm protection services and maintenance and operation of any real property or other tangible property with an estimated useful life of five or more years that is owned by the City.

Incidental Expenses

The incidental expenses proposed to be incurred include the following:

- (a) the cost of planning and designing public facilities to be financed, including the cost of environmental evaluations of those facilities;
- (b) the costs associated with the creation of the Community Facilities District, issuance of bonds, determination of the amount of taxes, collection of taxes, payment of taxes, or costs otherwise incurred in order to carry out the authorized purposes of the Community Facilities District; and
- (c) any other expenses incidental to the construction, completion, and inspection of the authorized work.

EXHIBIT B

CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT No. 43 (PARK PLACE FACILITIES PHASE IV)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax shall be levied on all Assessor's Parcels in the City of Ontario Community Facilities District No. 43 (Park Place Facilities Phase IV) ("CFD No. 43") and collected each Fiscal Year, commencing in Fiscal Year 2018-19, in an amount determined by the City Council of the City of Ontario through the application of the Rate and Method of Apportionment, as described below. All of the real property in CFD No. 43, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Subdivision Map, parcel map, condominium plan, or other recorded County map.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the California Government Code.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 43: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or CFD No. 43 or both); the costs of collecting the Special Taxes (whether by the County or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City or CFD No. 43 of complying with arbitrage rebate requirements; the costs to the City or CFD No. 43 of complying with City, CFD No. 43, or obligated persons disclosure requirements associated with applicable federal and state securities laws and of the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs of the City or CFD No. 43 related to the analysis and reduction, if any, of the Special Tax on Residential Property in accordance with Section C.1 herein; the costs of the City or CFD No. 43 related to an appeal of the Special Tax; the costs associated with the release of funds from any escrow account; the City's administration fees and third party expenses; the costs of City staff time and reasonable overhead relating to CFD No. 43; and amounts estimated or advanced by the City or CFD No. 43 for any other administrative purposes

of the CFD, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Assessor's Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel Number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" means, with respect to an Assessor's Parcel, that number assigned to such Assessor's Parcel by the County for purposes of identification.

"Assigned Special Tax" means the Special Tax for each Land Use Class of Developed Property, as determined in accordance with Section C.1.a.2 below.

"Backup Special Tax" means the Special Tax for each Land Use Class of Developed Property, as determined in accordance with Section C.1.a.3 below.

"Bonds" means any bonds or other debt (as defined in Section 53317(d) of the Act) issued by CFD No. 43 under the Act and payable from Special Taxes.

"Buildable Lot" means an individual lot, within a Final Subdivision Map or an area expected by CFD No. 43 to become Final Mapped Property, such as the area within a Tentative Tract Map, for which a building permit may be issued without further subdivision of such lot.

"CFD Administrator" means an official of the City responsible for determining the Special Tax Requirement, providing for the levy and collection of the Special Taxes, and performing the other duties provided for herein.

"CFD No. 43" means City of Ontario Community Facilities District No. 43 (Park Place Facilities Phase IV).

"City" means the City of Ontario, California.

"City Council" means the City Council of the City, acting as the legislative body of CFD No. 43.

"County" means the County of San Bernardino.

"Designated Buildable Lot" means a Buildable Lot for which a building permit has not been issued by the City as of the date of calculation of the Backup Special Tax.

"Developed Property" means for each Fiscal Year, all Taxable Property, exclusive of Final Mapped Property, Taxable Property Owner Association Property, and Taxable Public Property, for which a building permit or other applicable permit for new construction was issued after January 1, 2017, and before May 1 of the prior Fiscal Year.

“Expected Residential Lot Count” means 335 Buildable Lots of Residential Property or, as determined by the CFD Administrator, the number of Buildable Lots of Residential Property based on the most recent Tentative Tract Map(s) or most recently recorded Final Subdivision Map(s) or modified Final Subdivision Map(s).

“Facilities” means the public facilities authorized to be financed, in whole or in part, by CFD No. 43.

“Final Mapped Property” means, for each Fiscal Year, all Taxable Property, exclusive of Developed Property, Taxable Property Owner Association Property, and Taxable Public Property, which as of January 1 of the previous Fiscal Year was located within a Final Subdivision Map. The term Final Mapped Property shall include any parcel map or Final Subdivision Map, or portion thereof, that creates individual lots for which a building permit may be issued, including Parcels that are designated as a remainder Parcel (i.e., one where the size, location, etc., precludes any further subdivision or taxable use).

“Final Subdivision Map” means a final tract map, parcel map, or lot line adjustment approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or a condominium plan recorded pursuant to California Civil Code 1352 that, in either case, creates individual lots for which building permits may be issued without further subdivision.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Indenture” means the indenture, fiscal agent agreement, resolution, or other instrument pursuant to which Bonds are issued, as modified, amended, and/or supplemented from time to time.

“Land Use Class” means any of the classes listed in Table 1 below.

“Maximum Special Tax” means, with respect to an Assessor’s Parcel of Taxable Property, the Maximum Special Tax determined in accordance with Section C.1 below that can be levied in any Fiscal Year on such Assessor’s Parcel of Taxable Property.

“Minimum Sale Price” means the minimum price at which Units of a given Land Use Class have sold or are expected to be sold in a normal marketing environment and shall not include prices for such Units that are sold at a discount to expected sales prices for the purpose of stimulating the initial sales activity with respect to such Land Use Class.

“Other Property” means all Assessor’s Parcels of Developed Property for which a building permit was issued by the City for purposes of constructing Units, excluding Single Family Detached One Story Property and Single Family Detached Property, or for purposes of constructing one or more non-residential structures or facilities.

“Outstanding Bonds” means all Bonds which are outstanding under and in accordance with the provisions of the Indenture.

“PACE Charges” means a contractual assessment or special tax as established by a public agency pursuant to AB 811 or SB 555, respectively, levied on an Assessor’s Parcel to fund eligible improvements to private property and entered into voluntarily by the property owner.

“Price Point Consultant” means any consultant or firm of such consultants selected by CFD No. 43 that (a) has substantial experience in performing price point studies for residential units within community facilities districts established under the Act or otherwise estimating or confirming pricing for residential units in such community facilities districts, (b) has recognized expertise in analyzing economic and real estate data that relates to the pricing of residential units in such community facilities districts, (c) is in fact independent and not under the control of CFD No. 43 or the City, (d) does not have any substantial interest, direct or indirect, with or in (i) CFD No. 43, (ii) the City, (iii) any owner of real property in CFD No. 43, or (iv) any real property in CFD No. 43, and (e) is not connected with CFD No. 43 or the City as an officer or employee thereof, but who may be regularly retained to make reports to CFD No. 43 or the City.

“Price Point Study” means a price point study or a letter updating a previous price point study prepared by the Price Point Consultant pursuant to Section C herein.

“Property Owner Association Property” means, for each Fiscal Year, any property within the boundaries of CFD No. 43 that was owned by a property owner association, including any master or sub-association, as of January 1 of the prior Fiscal Year.

“Proportionately” means (a) for Developed Property in the first step of Section D below, that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor’s Parcels of Developed Property; however, for Developed Property in the fourth step of Section D below, Proportionately means that the amount of the increase above the Assigned Special Tax, if necessary, is equal for all Assessor’s Parcels of Developed Property, except that if the Backup Special Tax limits the increase on any Assessor’s Parcel(s), then the amount of the increase shall be equal for the remaining Assessor’s Parcels; (b) for Final Mapped Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor’s Parcels of Final Mapped Property; (c) for Undeveloped Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor’s Parcels of Undeveloped Property; (d) for Taxable Property Owner Association Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor’s Parcels of Taxable Property Owner Association Property; and (e) for Taxable Public Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor’s Parcels of Taxable Public Property.

“Public Property” means, for each Fiscal Year, property within the boundaries of CFD No. 43 that is (a) owned by, irrevocably offered to, or dedicated to the federal government, the State, the County, the City, or any local government or other public agency or (b) encumbered by an easement for purposes of public or utility right-of-way that makes impractical its use for any purpose other than that set forth in such easement, provided that any property leased by a public agency to a private entity and subject to

taxation under Section 53340.1 of the Act shall be taxed and classified according to its use.

“Rate and Method of Apportionment” means this Rate and Method of Apportionment of Special Tax.

“Residential Floor Area” means all of the Square Footage of living area within the perimeter of a residential Unit, not including any carport, walkway, garage, overhang, patio, enclosed patio, or similar area. The determination of Residential Floor Area shall be as set forth in the building permit(s) issued for such Assessor’s Parcel, or as set forth in other official records maintained by the City’s Building Department or other appropriate means selected by CFD No. 43. The actual Square Footage shall be rounded up to the next whole square foot. Once such determination has been made for an Assessor’s Parcel, it shall remain fixed in all future Fiscal Years unless an appeal pursuant to Section F below is approved that results in a change in the actual Square Footage.

“Residential Property” means all Assessor’s Parcels of Taxable Property for which a building permit may be issued for purposes of constructing one or more Units.

“Services” means the services authorized to be financed, in whole or in part, by CFD No. 43.

“Single Family Detached One Story Property” means all Assessor’s Parcels of Residential Property for which a building permit was issued for construction of a Unit, on one legal lot, that does not share a common wall with another Unit, contains one floor of living area at the time the Unit is constructed, and is located within TTM 18067.

“Single Family Detached Property” means all Assessor’s Parcels of Residential Property for which a building permit was issued for construction of a Unit, on one legal lot, that does not share a common wall with another Unit, and is not Single Family Detached One Story Property.

“Special Tax” means the special tax authorized by the qualified electors of CFD No. 43 to be levied within the boundaries of CFD No. 43.

“Special Tax Requirement” means for any Fiscal Year that amount required, after taking into account available amounts held in the funds and accounts established under the Indenture, for CFD No. 43 to: (i) pay debt service on all Outstanding Bonds which is due in the calendar year that commences in such Fiscal Year; (ii) pay periodic costs on the Bonds, including, but not limited to, credit enhancement and rebate payments on the Bonds; (iii) pay Administrative Expenses; (iv) provide any amounts required to establish or replenish any reserve fund for the Bonds; (v) pay directly for acquisition or construction of Facilities, or the cost of Services, to the extent that the inclusion of such amounts does not increase the Special Tax levy on Final Mapped Property or Undeveloped Property; (vi) provide an amount equal to Special Tax delinquencies based on the historical delinquency rate for the Special Tax as determined by the CFD Administrator.

“Square Footage” or **“Sq. Ft.”** means the floor area square footage reflected on the original construction building permit, or as set forth in other official records maintained by the City’s Building Department or other appropriate means selected by CFD No. 43, issued for construction of Residential Property or Non-Residential Property, plus any square footage subsequently added to a building of Non-Residential Property after issuance of a building permit for expansion or renovation of such building.

“State” means the State of California.

“Taxable Property” means, for each Fiscal Year, all of the Assessor’s Parcels within the boundaries of CFD No. 43 that are not exempt from the Special Tax pursuant to law or Section E below.

“Taxable Property Owner Association Property” means, for each Fiscal Year, all Assessor’s Parcels of Property Owner Association Property that are not exempt from the Special Tax pursuant to Section E below.

“Taxable Public Property” means, for each Fiscal Year, all Assessor’s Parcels of Public Property that are not exempt from the Special Tax pursuant to law or Section E below.

“Tentative Tract Map” means a map: (i) showing a proposed subdivision of an Assessor’s Parcel(s) and the conditions pertaining thereto; (ii) that may or may not be based on a detailed survey; and (iii) that is not recorded by the County to create legal lots.

“Total Tax Burden” means for any Unit, the annual Special Tax, together with *ad valorem* property taxes, special assessments, special taxes for any overlapping community facilities district, and any other taxes, fees, and charges which are levied and imposed on such Unit and the real property on which it is located and collected by the County on *ad valorem* tax bills and which are secured by such Unit and the real property on which it is located, assuming such Unit had been completed, sold, and subject to such levies and impositions, excluding service charges such as those related to sewer and trash and excluding PACE Charges levied on individual Assessor’s Parcels.

“Trustee” means the trustee or fiscal agent under the Indenture.

“TTM 18065” means Tentative Tract Map No. 18065, the area of which is located within CFD No. 43.

“TTM 18066” means Tentative Tract Map No. 18066, the area of which is located within CFD No. 43.

“TTM 18067” means Tentative Tract Map No. 18067, the area of which is located within CFD No. 43.

“TTM 18068” means Tentative Tract Map No. 18068, the area of which is located within CFD No. 43.

“**TTM 18081**” means Tentative Tract Map No. 18081, the area of which is located within CFD No. 43.

“**Undeveloped Property**” means, for each Fiscal Year, all Taxable Property not classified as Developed Property, Final Mapped Property, Taxable Public Property, or Taxable Property Owner Association Property.

“**Unit**” means an individual single-family detached or attached home, townhome, condominium, apartment, or other residential dwelling unit, including each separate living area within a half-plex, duplex, triplex, fourplex, or other residential structure.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year, beginning with Fiscal Year 2018-19, all Taxable Property within CFD No. 43 shall be classified as Developed Property, Final Mapped Property, Taxable Public Property, Taxable Property Owner Association Property, or Undeveloped Property and shall be subject to Special Taxes in accordance with the Rate and Method of Apportionment as determined pursuant to Sections C and D below. Assessor’s Parcels of Single Family Detached Property shall be assigned to Land Use Classes 1 through 19, and Assessor’s Parcels of Single Family Detached One Story Property shall be assigned to Land Use Classes 20 through 26, as listed in Table 1 below based on the Residential Floor Area of the Units on such Assessor’s Parcels. Other Property shall be assigned to Land Use Classes 27 through 31.

C. MAXIMUM SPECIAL TAX

1. Special Tax

At least 30 days prior to the issuance of Bonds, the Assigned Special Tax on Developed Property (set forth in Table 1 below) shall be analyzed in accordance with and subject to the conditions set forth in this Section C. At such time, CFD No. 43 shall select and engage a Price Point Consultant and the CFD Administrator shall request the Price Point Consultant to prepare a Price Point Study setting forth the Minimum Sale Price of Units within each Land Use Class. If based upon such Price Point Study the CFD Administrator calculates that the Total Tax Burden applicable to Units within one or more Land Use Classes of Residential Property to be constructed within CFD No. 43 exceeds 1.95% of the Minimum Sale Price of such Units, the Assigned Special Tax shall be reduced to the extent necessary to cause the Total Tax Burden that shall apply to Units within such Land Use Class(es) not to exceed 1.95% of the Minimum Sale Price of such Units.

Each Assigned Special Tax reduction for a Land Use Class shall be calculated by the CFD Administrator separately, and it shall not be required that such reduction be proportionate among Land Use Classes. In connection with any reduction in the Assigned Special Tax, the Backup Special Tax shall also be reduced by the CFD Administrator based on the percentage reduction in Maximum Special Tax revenues within the Tentative Tract Map area(s) where the Assigned Special Tax

reductions occurred. Upon determining the reductions, if any, in the Assigned Special Tax and Backup Special Tax required pursuant to this Section C, the CFD Administrator shall complete the Certificate of Modification of Special Tax substantially in the form attached hereto as Exhibit A (the “Certificate of Modification”), shall execute such completed Certificate of Modification, and shall deliver such executed Certificate of Modification to CFD No. 43. Upon receipt thereof, if in satisfactory form, CFD No. 43 shall execute such Certificate of Modification. The reduced Assigned Special Tax and Backup Special Tax specified in such Certificate of Modification shall become effective upon the execution of such Certificate of Modification by CFD No. 43.

The Special Tax reductions required pursuant to this section shall be reflected in an amended notice of Special Tax lien which CFD No. 43 shall cause to be recorded with the County Recorded as soon as practicable after execution of the Certificate of Modification by CFD No. 43. The reductions in this section apply to Residential Property, but not to Non-Residential Property.

a. Developed Property

1) *Maximum Special Tax*

The Maximum Special Tax that may be levied in any Fiscal Year for each Assessor’s Parcel classified as Developed Property shall be the greater of (i) the amount derived by application of the Assigned Special Tax or (ii) the amount derived by application of the Backup Special Tax. The Maximum Special Tax shall not increase in future years, other than as calculated pursuant to Section C.1.a.3 below.

2) *Assigned Special Tax*

The Assigned Special Tax that may be levied in any Fiscal Year for each Land Use Class is shown below in Table 1.

**TABLE 1
ASSIGNED SPECIAL TAX – DEVELOPED PROPERTY**

Land Use Class	Description	Residential Floor Area: Square Footage	Assigned Special Tax
1	Single Family Detached Property	< 1,701	\$2,282 per Unit
2	Single Family Detached Property	1,701 – 1,800	\$2,366 per Unit
3	Single Family Detached Property	1,801 – 1,900	\$2,449 per Unit
4	Single Family Detached Property	1,901 – 2,000	\$2,502 per Unit
5	Single Family Detached Property	2,001 – 2,100	\$2,616 per Unit

6	Single Family Detached Property	2,101 – 2,200	\$2,666 per Unit
7	Single Family Detached Property	2,201 – 2,300	\$2,823 per Unit
8	Single Family Detached Property	2,301 – 2,400	\$2,830 per Unit
9	Single Family Detached Property	2,401 – 2,500	\$2,990 per Unit
10	Single Family Detached Property	2,501 – 2,600	\$3,073 per Unit
11	Single Family Detached Property	2,601 – 2,700	\$3,156 per Unit
12	Single Family Detached Property	2,701 – 2,800	\$3,240 per Unit
13	Single Family Detached Property	2,801 – 2,900	\$3,282 per Unit
14	Single Family Detached Property	2,901 – 3,000	\$3,406 per Unit
15	Single Family Detached Property	3,001 – 3,100	\$3,448 per Unit
16	Single Family Detached Property	3,101 – 3,200	\$3,573 per Unit
17	Single Family Detached Property	3,201 – 3,300	\$3,615 per Unit
18	Single Family Detached Property	3,301 – 3,400	\$3,739 per Unit
19	Single Family Detached Property	> 3,400	\$3,782 per Unit
	Single Family Detached:		
20	One Story Property	< 2,301	\$3,185 per Unit
21	One Story Property	2,301 – 2,400	\$3,252 per Unit
22	One Story Property	2,401 – 2,500	\$3,346 per Unit
23	One Story Property	2,501 – 2,600	\$3,389 per Unit
24	One Story Property	2,601 – 2,700	\$3,442 per Unit
25	One Story Property	2,701 – 2,800	\$3,521 per Unit
26	One Story Property	> 2,800	\$3,588 per Unit
	Other Property		
27	TTM 18065		\$34,777 per Acre
28	TTM 18066		\$30,226 per Acre
29	TTM 18067		\$24,095 per Acre
30	TTM 18068		\$35,974 per Acre
31	TTM 18081		\$35,386 per Acre

3) Backup Special Tax

The Backup Special Tax shall be \$3,279 per Unit for Residential Property in TTM 18065, \$3,612 per Unit for Residential Property in TTM 18066, \$3,404 per Unit for Residential Property in TTM 18067, \$3,032 per Unit for Residential Property in TTM 18068, and \$2,707 per Unit for Residential Property in TTM 18081. However, if the Expected Residential Lot Count does not equal 67 for TTM 18065, 47 for TTM 18066, 79 for TTM 18067, 82 for TTM 18068, or 60 for TTM 18081, and the City has not issued Bonds, then the Backup Special Tax for Designated Buildable Lots of Residential Property shall be calculated separately for each Tentative Tract Map area according to the following formula:

Backup Special Tax = \$34,777 for TTM 18065 or
\$30,226 for TTM 18066 or
\$24,095 for TTM 18067 or
\$35,974 for TTM 18068 or
\$35,386 for TTM 18081

× Acreage of Designated Buildable Lots
of Residential Property within the
applicable Tentative Tract Map

÷ Expected Residential Lot Count for
Residential Property within the
applicable Tentative Tract Map

If any portion of a Final Subdivision Map, or any area expected by CFD No. 43 to become Final Mapped Property, such as the area within TTM 18065, TTM 18066, TTM 18067, TTM 18068, TTM 18081, or any other Tentative Tract Map, changes any time after the City has issued Bonds, causing an adjustment to the number of Designated Buildable Lots, then the Backup Special Tax for all Designated Buildable Lots of Residential Property subject to the change shall be calculated according to the following steps:

Step 1: Determine the total Backup Special Taxes that could have been collected from Designated Buildable Lots, separately for each Tentative Tract Map, prior to the Final Subdivision Map or expected Final Mapped Property change.

Step 2: Divide the amount(s) determined in Step 1 by the number of Designated Buildable Lots, separately for each Tentative Tract Map, that exists after the Final Subdivision Map or expected Final Mapped Property change.

Step 3: Apply the amount(s) determined in Step 2 as the Backup Special Tax per Unit for Residential Property for each Tentative Tract Map.

The Backup Special Tax for an Assessor's Parcel shall not change once an Assessor's Parcel is classified as Developed Property.

b. Final Mapped Property, Taxable Public Property, Taxable Property Owner Association Property, and Undeveloped Property

The Maximum Special Tax for Final Mapped Property, Taxable Public Property, Taxable Property Owner Association Property, and Undeveloped Property shall be \$34,777 per Acre for such property in TTM 18065, \$30,226 per Acre for such property in TTM 18066, \$24,095 per Acre for such property in TTM 18067, \$35,974 per Acre for such property in TTM 18068, and \$35,386 per Acre for such property in TTM 18081, and shall not be subject to increase or reduction and, therefore, shall remain the same in every Fiscal Year.

2. Multiple Land Use Classes on an Assessor's Parcel

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Class. The Maximum Special Tax levied on such Assessor's Parcel shall be the sum of the Maximum Special Tax for all Units of Residential Property and Acres of Non-Residential Property (based on the applicable building permits, Final Subdivision Map, parcel map, condominium plan, or other recorded County map) located on that Assessor's Parcel.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Each Fiscal Year, beginning with Fiscal Year 2018-19, the CFD Administrator shall determine the Special Tax Requirement for such Fiscal Year. The Special Tax shall then be levied as follows:

First: If needed to satisfy the Special Tax Requirement, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property up to 100% of the applicable Assigned Special Tax;

Second: If additional monies are needed to satisfy the Special Tax Requirement after the first step has been completed, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Final Mapped Property up to 100% of the Maximum Special Tax for Final Mapped Property;

Third: If additional monies are needed to satisfy the Special Tax Requirement after the first two steps have been completed, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the Maximum Special Tax for Undeveloped Property;

Fourth: If additional monies are needed to satisfy the Special Tax Requirement after the first three steps have been completed, then the levy of the Special Tax on each Assessor's Parcel of Developed Property whose Maximum Special Tax is determined through the application of the Backup Special Tax shall be increased Proportionately from the Assigned Special Tax up to the Maximum Special Tax for each such Assessor's Parcel;

Fifth: If additional monies are needed to satisfy the Special Tax Requirement after the first four steps have been completed, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Property Owner Association Property up to the Maximum Special Tax for Taxable Property Owner Association Property;

Sixth: If additional monies are needed to satisfy the Special Tax Requirement after the first five steps have been completed, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property up to the Maximum Special Tax for Taxable Public Property.

Notwithstanding the above, under no circumstances shall the Special Tax levied in any Fiscal Year on any Assessor's Parcel of Residential Property for which an occupancy permit for private residential use has been issued be increased as a result of delinquency or default by the owner or owners of any other Assessor's Parcel or Assessor's Parcels within CFD No. 43 by more than ten percent above the amount that would have been levied in that Fiscal Year had there never been any such delinquencies or defaults.

E. EXEMPTIONS

No Special Tax shall be levied on up to 16.00 Acres of Public Property and up to 6.93 Acres of Property Owner Association Property. Tax-exempt status will be assigned by the CFD Administrator in the chronological order in which property becomes Public Property or Property Owner Association Property.

Property Owner Association Property or Public Property that is not exempt from the Special Tax under this section shall be subject to the levy of the Special Tax and shall be taxed Proportionately as part of the fifth or sixth step, respectively, in Section D above, up to 100% of the applicable Maximum Special Tax for Taxable Property Owner Association Property and Taxable Public Property. No Special Tax shall be levied in any Fiscal Year on Assessor's Parcels that have fully prepaid the Special Tax obligation pursuant to the formula set forth in Section H.

F. APPEALS

Any property owner may file a written appeal of the Special Tax with CFD No. 43 claiming that the amount or application of the Special Tax is not correct. The appeal must be filed not later than one calendar year after having paid the Special Tax that is disputed, and the appellant must be current in all payments of Special Taxes. In addition, during the term of the appeal process, all Special Taxes levied must be paid on or before the payment date established when the levy was made.

The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination.

If the property owner disagrees with the CFD Administrator's decision relative to the appeal, the owner may then file a written appeal with the City Council whose subsequent decision shall be final and binding on all interested parties. If the decision of the CFD Administrator or subsequent decision by the City Council requires the Special Tax to be modified or changed in favor of the property owner, then the CFD Administrator shall determine if sufficient Special Tax revenue is available to make a cash refund. If a cash

refund cannot be made, then an adjustment shall be made to credit future Special Tax levy(ies).

This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.

G. MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that the Special Taxes may be collected in such other manner as the City Council shall determine, including direct billing of affected property owners.

H. PREPAYMENT OF SPECIAL TAX

The following definitions apply to this Section H:

“CFD Public Facilities” means \$14,200,000 each Prepayment Period, or such lower number as determined by the City Council to be sufficient to fund the Facilities and Services to be provided by CFD No. 43.

“Expenditures Fund” means funds or accounts, regardless of their names, that are established to hold moneys that are available to acquire or construct Facilities and to fund Services.

“Future Facilities Costs” means the CFD Public Facilities minus (i) Facilities and Services costs previously paid from the Expenditures Fund during the Prepayment Period in which the prepayment is being made, (ii) moneys currently on deposit in the Expenditures Fund from deposits made during the Prepayment Period in which the prepayment is being made, and (iii) moneys currently on deposit in an escrow fund that are expected to be available to finance Facilities costs. In no event shall the amount of Future Facilities Costs be less than zero.

“Prepayment Period” means one of three periods of time during which a Special Tax prepayment may be made.

“Prepayment Period 1” means July 1, 2018, through June 30, 2052.

“Prepayment Period 2” means July 1, 2052, through June 30, 2085.

“Prepayment Period 3” means July 1, 2085, through June 30, 2119.

1. Prepayment in Full

The obligation of an Assessor's Parcel to pay the Special Tax may be prepaid as described herein, provided that a prepayment may be made only for Assessor's Parcels for which a building permit for new construction was issued after January 1, 2017, and only if there are no delinquent Special Taxes with respect to such

Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Special Tax obligation shall provide the CFD Administrator with written notice of intent to prepay. Within 30 days of receipt of such written notice, the CFD Administrator shall notify such owner of the prepayment amount for such Assessor's Parcel. The CFD Administrator may charge a fee for providing this service. Prepayment in any six month period must be made not less than 45 days prior to the next occurring date that notice of redemption of Bonds from the proceeds of such prepayment may be given to the Trustee pursuant to the Indenture.

The Special Tax Prepayment Amount (defined below) shall be calculated as summarized below (capitalized terms as defined below):

Bond Redemption Amount	
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance Amount
plus	Administrative Fees and Expenses
<u>less</u>	<u>Reserve Fund Credit</u>
Total	Prepayment Amount

As of the proposed date of prepayment, the Special Tax Prepayment Amount (defined below) shall be calculated by the CFD Administrator as follows:

Paragraph No.

1. Confirm that no Special Tax delinquencies apply to such Assessor's Parcel, and determine the Prepayment Period for the proposed prepayment.

2. Compute the Assigned Special Tax and Backup Special Tax for the Assessor's Parcel to be prepaid based on the Developed Property Special Tax which is, or could be, charged in the current Fiscal Year. For Assessor's Parcels of Final Mapped Property (for which a building permit has been issued but which is not yet classified as Developed Property) to be prepaid, compute the Assigned Special Tax and Backup Special Tax for that Assessor's Parcel as though it was already designated as Developed Property, based upon the building permit which has already been issued for that Assessor's Parcel.

3. (a) Divide the Assigned Special Tax computed pursuant to Paragraph 2 by the total estimated Assigned Special Tax for CFD No. 43 based on the Developed Property Special Tax which could be charged in the current Fiscal Year on all expected development through buildout of CFD No. 43, excluding any Assessor's Parcels which have been prepaid, and

 (b) Divide the Backup Special Tax computed pursuant to Paragraph 2 by the estimated total Backup Special Tax at buildout of CFD No. 43, excluding any Assessor's Parcels which have been prepaid.

4. Multiply the larger quotient computed pursuant to Paragraph 3(a) or 3(b) by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid (the “Bond Redemption Amount”).
5. Multiply the Bond Redemption Amount computed pursuant to Paragraph 4 by the applicable redemption premium (e.g., the redemption price minus 100%), if any, on the Outstanding Bonds to be redeemed (the “Redemption Premium”).
6. Compute the current Future Facilities Costs.
7. Multiply the larger quotient computed pursuant to Paragraph 3(a) or 3(b) by the amount determined pursuant to Paragraph 6 to compute the amount of Future Facilities Costs to be prepaid (the “Future Facilities Amount”).
8. Compute the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the earliest redemption date for the Outstanding Bonds.
9. Determine the Special Tax levied on the Assessor’s Parcel in the current Fiscal Year which has not yet been paid.
10. Add the amounts computed pursuant to Paragraphs 8 and 9 to determine the “Defeasance Amount”.
11. Verify the administrative fees and expenses of CFD No. 43, including the costs to compute the prepayment, the costs to invest the prepayment proceeds, the costs to redeem Bonds, and the costs to record any notices to evidence the prepayment and the redemption (the “Administrative Fees and Expenses”).
12. If reserve funds for the Outstanding Bonds, if any, are at or above 100% of the reserve requirement (as defined in the Indenture) on the prepayment date, a reserve fund credit shall be calculated as a reduction in the applicable reserve fund for the Outstanding Bonds to be redeemed pursuant to the prepayment (the “Reserve Fund Credit”). No Reserve Fund Credit shall be granted if reserve funds are below 100% of the reserve requirement on the prepayment date or the redemption date.
13. The Special Tax prepayment is equal to the sum of the amounts computed pursuant to Paragraphs 4, 5, 7, 10, and 11, less the amount computed pursuant to Paragraph 12 (the “Prepayment Amount”).
14. From the Prepayment Amount, the amounts computed pursuant to Paragraphs 4, 5, 10, and 12 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make debt service payments. The amount computed pursuant to Paragraph 7 shall be deposited into the Expenditures Fund. The amount computed pursuant to Paragraph 11 shall be retained by CFD No. 43.

The Special Tax Prepayment Amount may be sufficient to redeem other than a \$5,000 increment of Bonds. In such cases, the increment above \$5,000, or integral multiple thereof, will be retained in the appropriate fund established under the Indenture to be used with the next prepayment of Bonds or to make debt service payments.

As a result of the payment of the current Fiscal Year's Special Tax levy as determined under Paragraph 9 (above), the CFD Administrator shall remove the current Fiscal Year's Special Tax levy for such Assessor's Parcel from the County tax rolls. With respect to any Assessor's Parcel that is prepaid during Prepayment Period 3, the CFD Administrator shall cause a suitable notice to be recorded in compliance with the Act to indicate that the Special Tax has been prepaid and that the obligation of such Assessor's Parcel to pay the Special Tax shall cease.

With respect to the Special Tax for any Assessor's Parcel that is prepaid during Prepayment Period 1 or Prepayment Period 2, the obligation of such Assessor's Parcel to pay the Special Tax shall be tolled, or suspended, through the end of such Prepayment Period, but shall resume in the first Fiscal Year of the subsequent Prepayment Period. The CFD Administrator shall cause a suitable notice to be recorded in compliance with the Act to indicate that the Special Tax has been satisfied for the remainder of the applicable Prepayment Period but has not been permanently satisfied and the obligation to pay the Special Tax will resume in the first Fiscal Year of the Prepayment Period following the Prepayment Period in which the prepayment was made. Once the obligation of an Assessor's Parcel to pay the Special Tax resumes, the Special Tax for the then applicable Prepayment Period may be prepaid.

Notwithstanding the foregoing, no Special Tax prepayment shall be allowed unless the amount of Maximum Special Tax that may be levied on Taxable Property within CFD No. 43 (after excluding 16.00 Acres of Public Property and 6.93 acres of Property Owner Association Property) both prior to and after the proposed prepayment is at least 1.1 times the maximum annual debt service on all Outstanding Bonds.

2. Prepayment in Part

The Special Tax on an Assessor's Parcel for which a building permit for new construction was issued after January 1, 2017, may be partially prepaid. The amount of the prepayment shall be calculated as in Section H.1, except that a partial prepayment shall be calculated by the CFD Administrator according to the following formula:

$$PP = (PF - AE) \times \% + AE.$$

The terms above have the following meaning:

PP = the partial prepayment

PF = the Prepayment Amount (full prepayment) for the Special Tax calculated according to Section H.1

AE = the Administrative Fees and Expenses determined pursuant to paragraph 11 above

% = the percentage by which the owner of the Assessor's Parcel(s) is partially prepaying the Special Tax

The Special Tax partial prepayment amount must be sufficient to redeem at least a \$5,000 increment of Bonds.

The owner of any Assessor's Parcel who desires such prepayment shall notify the CFD Administrator of such owner's intent to partially prepay the Special Tax and the percentage by which the Special Tax shall be prepaid. The CFD Administrator shall provide the owner with a statement of the amount required for the partial prepayment of the Special Tax for an Assessor's Parcel within thirty (30) days of the request and may charge a fee for providing this service. With respect to any Assessor's Parcel that is partially prepaid, the CFD Administrator shall (i) distribute the remitted prepayment funds according to Section H.1, and (ii) indicate in the records of CFD No. 43 that there has been a partial prepayment of the Special Tax and that a portion of the Special Tax with respect to such Assessor's Parcel, equal to the outstanding percentage (100% - "%", as defined above) of the Maximum Special Tax, shall continue to be levied on such Assessor's Parcel pursuant to Section D during the Prepayment Period in which the partial prepayment is made.

For partial prepayments made during Prepayment Period 1 or Prepayment Period 2, the full amount of the Special Tax shall resume in the first Fiscal Year of the Prepayment Period following the Prepayment Period in which the partial prepayment was made. Once the obligation of an Assessor's Parcel to pay the Special Tax resumes, the Special Tax for the then applicable Prepayment Period may be prepaid.

I. TERM OF SPECIAL TAX

The Fiscal Year after which no further Special Tax shall be levied or collected is Fiscal Year 2118-2119, except that the Special Tax that was lawfully levied in or before such Fiscal Year and that remains delinquent may be collected in subsequent years.

EXHIBIT A

**CERTIFICATE OF MODIFICATION OF SPECIAL TAX
(PAGE 1 OF 3)**

CFD No. 43 CERTIFICATE

1. Pursuant to Section C.1 of the Rate and Method of Apportionment of Special Tax (the “Rate and Method”) for City of Ontario Community Facilities District No. 43 (Park Place Facilities Phase IV) (“CFD No. 43”), the Assigned Special Tax and the Backup Special Tax for Developed Property within CFD No. 43 has been modified.
 - a. The information in Table 1 relating to the Assigned Special Tax for Developed Property within CFD No. 43, as stated in Section C.1.a.2 of the Rate and Method of Apportionment, has been modified as follows:

**TABLE 1
ASSIGNED SPECIAL TAX – DEVELOPED PROPERTY**

Land Use Class	Description	Residential Floor Area: Square Footage	Assigned Special Tax
1	Single Family Detached Property	< 1,701	[\$] per Unit
2	Single Family Detached Property	1,701 – 1,800	[\$] per Unit
3	Single Family Detached Property	1,801 – 1,900	[\$] per Unit
4	Single Family Detached Property	1,901 – 2,000	[\$] per Unit
5	Single Family Detached Property	2,001 – 2,100	[\$] per Unit
6	Single Family Detached Property	2,101 – 2,200	[\$] per Unit
7	Single Family Detached Property	2,201 – 2,300	[\$] per Unit
8	Single Family Detached Property	2,301 – 2,400	[\$] per Unit
9	Single Family Detached Property	2,401 – 2,500	[\$] per Unit
10	Single Family Detached Property	2,501 – 2,600	[\$] per Unit
11	Single Family Detached Property	2,601 – 2,700	[\$] per Unit
12	Single Family Detached Property	2,701 – 2,800	[\$] per Unit
13	Single Family Detached Property	2,801 – 2,900	[\$] per Unit
14	Single Family Detached Property	2,901 – 3,000	[\$] per Unit
15	Single Family Detached Property	3,001 – 3,100	[\$] per Unit
16	Single Family Detached Property	3,101 – 3,200	[\$] per Unit
17	Single Family Detached Property	3,201 – 3,300	[\$] per Unit

EXHIBIT A

**CERTIFICATE OF MODIFICATION OF SPECIAL TAX
(PAGE 2 OF 3)**

18	Single Family Detached Property	3,301 – 3,400	\$[] per Unit
19	Single Family Detached Property	> 3,400	\$[] per Unit
	Single Family Detached:		
20	One Story Property	< 2,301	\$[] per Unit
21	One Story Property	2,301 – 2,400	\$[] per Unit
22	One Story Property	2,401 – 2,500	\$[] per Unit
23	One Story Property	2,501 – 2,600	\$[] per Unit
24	One Story Property	2,601 – 2,700	\$[] per Unit
25	One Story Property	2,701 – 2,800	\$[] per Unit
26	One Story Property	> 2,800	\$[] per Unit
	Other Property		
27	TTM 18065		\$[] per Acre
28	TTM 18066		\$[] per Acre
29	TTM 18067		\$[] per Acre
30	TTM 18068		\$[] per Acre
31	TTM 18081		\$[] per Acre

- b. The Backup Special Tax for Developed Property, as stated in Section C.1.a.3, shall be modified as follows:

The Backup Special Tax shall be \$[_____] per Unit for Residential Property in TTM 18065, \$[_____] per Unit for Residential Property in TTM 18066, \$[_____] per Unit for Residential Property in TTM 18067, \$[_____] per Unit for Residential Property in TTM 18068, and \$[_____] per Unit for Residential Property in TTM 18081. However, if the Expected Residential Lot Count does not equal 67 for TTM 18065, 47 for TTM 18066, 79 for TTM 18067, 82 for TTM 18068, or 60 for TTM 18081, and the City has not issued Bonds, then the Backup Special Tax for Designated Buildable Lots of Residential Property shall be calculated according to the following formula:

$$\text{Backup Special Tax} = \begin{aligned} & \$[_____] \text{ for TTM 18065 or} \\ & \$[_____] \text{ for TTM 18066 or} \\ & \$[_____] \text{ for TTM 18067 or} \\ & \$[_____] \text{ for TTM 18068 or} \\ & \$[_____] \text{ for TTM 18081} \end{aligned}$$

EXHIBIT A

**CERTIFICATE OF MODIFICATION OF SPECIAL TAX
(PAGE 3 OF 3)**

- × Acreage of Designated Buildable Lots of Residential Property within the applicable Tentative Tract Map
- ÷ Expected Residential Lot Count for Residential Property within the applicable Tentative Tract Map

2. The Special Tax for Developed Property may only be modified prior to the first issuance of CFD No. 43 Bonds.
3. Upon execution of this Certificate by CFD No. 43, CFD No. 43 shall cause an amended notice of Special Tax lien for CFD No. 43 to be recorded reflecting the modifications set forth herein.

Capitalized undefined terms used herein have the meanings ascribed thereto in the Rate and Method. The modifications set forth in this Certificate have been calculated by the CFD Administrator in accordance with the Rate and Method.

GOODWIN CONSULTING GROUP, INC.
CFD ADMINISTRATOR

By: _____

Date: _____

The undersigned acknowledges receipt of this certificate and of the modification of the Assigned Special Tax and the Backup Special Tax for Developed Property as set forth in this Certificate.

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 43
(PARK PLACE FACILITIES PHASE IV)

By: _____

Date: _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DEEMING IT NECESSARY TO INCUR BONDED INDEBTEDNESS WITHIN THE CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 43 (PARK PLACE FACILITIES PHASE IV).

WHEREAS, on July 17, 2018, 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. 43 (Park Place Facilities Phase IV), and to Authorize the Levy of Special Taxes" stating its intention to establish City of Ontario Community Facilities District No. 43 (Park Place Facilities Phase IV) (the "Community Facilities District") and to authorize the levy of special taxes within the Community Facilities District to finance certain public facilities and services; and

WHEREAS, on July 17, 2018, the City Council also adopted a resolution entitled "A Resolution of the City Council of the City of Ontario, California, to Incur Bonded Indebtedness of the Proposed City of Ontario Community Facilities District No. 43 (Park Place Facilities Phase IV)" (the "Resolution to Incur Bonded Indebtedness") declaring the necessity for incurring bonded indebtedness and setting the date for a public hearing to be held on the proposed debt issue; and

WHEREAS, pursuant to the Resolution to Incur Bonded Indebtedness, notice of said public hearing was published in the *Inland Valley Daily Bulletin*, a newspaper of general circulation published in the area of the Community Facilities District, in accordance with the Act; and

WHEREAS, on this date, the City Council opened, conducted and closed said public hearing; and

WHEREAS, at said public hearing, any person interested, including persons owning property within the area and desiring to appear and present any matters material to the questions set forth in the Resolution to Incur Bonded Indebtedness appeared and presented such matters; and

WHEREAS, oral or written protests against the proposed debt issue were not made or filed at or before said public hearing by 50% or more of the registered voters, or six registered voters, whichever is more, residing within the territory proposed to be included in the Community Facilities District, or the owners of one-half or more of the area of land in the territory proposed to be included in the Community Facilities District and not exempt from the special tax; and

WHEREAS, on this date, the City Council adopted a resolution entitled "A Resolution of the City Council of the City of Ontario, California, of Formation of the City

of Ontario Community Facilities District No. 43 (Park Place Facilities Phase IV), Authorizing the Levy of a Special Tax within the Community Facilities District and Establishing an Appropriations Limit for the Community Facilities District” (the “Resolution of Formation”); and

WHEREAS, the City Clerk of the City (the “City Clerk”) is the election official that will conduct the special election on the proposition to incur bonded indebtedness for the Community Facilities District; and

WHEREAS, there has been filed with the City Clerk a letter from the Registrar of Voters of the County of San Bernardino indicating that no persons were registered to vote within the territory of the proposed Community Facilities District as of July 18, 2018, and, accordingly, that 12 or more persons have not been registered to vote within the territory of the Community Facilities District for each of the 90 days preceding the close of said public hearing; and

WHEREAS, there has been filed with the City Clerk consents and waivers of all of the landowners of record in the Community Facilities District waiving any time limit specified by Section 53326 of the Act and any requirement pertaining to the conduct of said special election, including any time limit or requirement applicable to an election pursuant to Article 5 of the Act (commencing with Section 53345 of the Act), consenting to the holding of said special election on August 21, 2018, and waiving any impartial analysis, arguments or rebuttals, as set forth in Sections 53326 and 53327 of the Act; and

WHEREAS, the City Clerk has concurred in said waivers and has concurred in holding said special election on August 21, 2018;

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

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. The City Council deems it necessary to incur the bonded indebtedness.

SECTION 3. The bonded indebtedness will be incurred for the purpose of financing the costs of the Facilities (as defined in the Resolution of Formation), including all costs and estimated costs incidental to, or connected with, the accomplishment of such purpose.

SECTION 4. In accordance with the previous determination of the City Council, the whole of the Community Facilities District will pay for the bonded indebtedness.

SECTION 5. The maximum aggregate amount of debt to be incurred is \$46,000,000.

SECTION 6. The maximum term the bonds to be issued shall run before maturity is 40 years.

SECTION 7. The maximum annual rate of interest to be paid shall not exceed the maximum interest rate permitted by applicable law at the time of sale of the bonds, payable semiannually or at such times as the City Council or its designee shall determine, the actual rate or rates and times of payment of such interest to be determined by the City Council or its designee at the time or times of sale of the bonds.

SECTION 8. The proposition to incur the bonded indebtedness will be submitted to the voters.

SECTION 9. The City Council hereby finds and determines that no persons were registered to vote within the territory of the proposed Community Facilities District as of July 18, 2018, and that 12 or more persons have not been registered to vote within the territory of the Community Facilities District for each of the 90 days preceding the close of the public hearings held by the City Council on the proposed debt issue for the Community Facilities District. Accordingly, pursuant to Section 53326 of the Act, the vote shall be by the landowners of the Community Facilities District and each person who is the owner of land as of the close of said public hearings, or the authorized representative thereof, shall have one vote for each acre or portion of an acre that he or she owns within the Community Facilities District not exempt from the special tax.

SECTION 10. The City Council hereby finds and determines that the qualified electors of the Community Facilities District have unanimously consented (a) to the waiver of any time limit specified by Section 53326 of the Act and any requirement pertaining to the conduct of said election, including any time limit or requirement applicable to an election pursuant to Article 5 of the Act (commencing with Section 53345 of the Act), and (b) to the holding of said election on August 21, 2018. The City Council hereby finds and determines that the City Clerk has concurred in said waivers and has concurred in holding said election on August 21, 2018.

SECTION 11. The date of the special community facilities district election (which shall be consolidated with the special district election to levy a special tax within the Community Facilities District) at which time the proposition shall be submitted to the voters is August 21, 2018.

SECTION 12. The election is to be conducted by mail ballot. The mailed ballots are required to be received in the office of the City Clerk no later than 7:30 p.m. on August 21, 2018; provided, however, that if all of the qualified electors have voted prior to such time, the election may be closed with the concurrence of the City Clerk.

SECTION 13. The officers, employees and agents of the City are hereby authorized and directed to take all actions and do all things which they, or any of them, may deem necessary or desirable to accomplish the purposes of this Resolution and not inconsistent with the provisions hereof.

SECTION 14. This Resolution shall take effect immediately upon its adoption.

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

PASSED, APPROVED, AND ADOPTED this 21st day of August 2018.

PAUL S. LEON, MAYOR

ATTEST:

SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2018- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held August 21, 2018 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2018- duly passed and adopted by the Ontario City Council at their regular meeting held August 21, 2018.

SHEILA MAUTZ, CITY CLERK

(SEAL)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, CALLING SPECIAL ELECTION FOR CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 43 (PARK PLACE FACILITIES PHASE IV).

WHEREAS, on this date, the City Council (the "City Council") of the City of Ontario (the "City"), pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"), adopted a resolution entitled "A Resolution of the City Council of the City of Ontario, California, of Formation of the City of Ontario Community Facilities District No. 43 (Park Place Facilities Phase IV), Authorizing the Levy of a Special Tax within the Community Facilities District and Establishing an Appropriations Limit for the Community Facilities District" (the "Resolution of Formation"), establishing City of Ontario Community Facilities District No. 43 (Park Place Facilities Phase IV) (the "Community Facilities District"), authorizing the levy of a special tax within the Community Facilities District and establishing an appropriations limit for the Community Facilities District; and

WHEREAS, on this date, the City Council also adopted a resolution entitled "A Resolution of the City Council of the City of Ontario, California, Deeming it Necessary to Incur Bonded Indebtedness within the City of Ontario Community Facilities District No. 43 (Park Place Facilities Phase IV)" (the "Resolution Deeming it Necessary to Incur"), deeming it necessary to incur bonded indebtedness in the maximum amount of \$46,000,000; and

WHEREAS, pursuant to the provisions of said resolutions, the propositions to incur bonded indebtedness, to levy a special tax within the Community Facilities District and to establish an appropriations limit for the Community Facilities District are to be submitted to the qualified electors of the Community Facilities District as required by the Act; and

WHEREAS, the City Council desires to designate the City Clerk of the City (the "City Clerk") as the election official for the special election provided for herein; and

WHEREAS, there has been filed with the City Clerk a letter from the Registrar of Voters of the County of San Bernardino indicating that no persons were registered to vote within the territory of the proposed Community Facilities District as of July 18, 2018, and, accordingly, that 12 or more persons have not been registered to vote within the territory of the Community Facilities District for each of the 90 days preceding the close of the public hearings on the establishment of the Community Facilities District and the proposed debt issue for the Community Facilities District; and

WHEREAS, there has been filed with the City Clerk consents and waivers of all of the landowners of record in the Community Facilities District waiving any time limit specified by Section 53326 of the Act and any requirement pertaining to the conduct of said special election, including any time limit or requirement applicable to an election pursuant to Article 5 of the Act (commencing with Section 53345 of the Act), consenting to the holding of said special election on August 21, 2018 and waiving any impartial analysis, arguments or rebuttals, as set forth in Sections 53326 and 53327 of the Act; and

WHEREAS, the City Clerk has concurred in said waivers and has concurred in holding said special election on August 21, 2018;

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

SECTION 1. Pursuant to Sections 53351, 53326 and 53325.7 of the Act, the propositions to incur bonded indebtedness, to levy a special tax within the Community Facilities District and to establish an appropriations limit for the Community Facilities District shall be submitted to the qualified electors of the Community Facilities District at an election called therefor as provided below.

SECTION 2. The City Clerk is hereby designated as the official to conduct said election.

SECTION 3. As authorized by Section 53353.5 of the Act, the propositions to incur bonded indebtedness, to levy a special tax within the Community Facilities District and to establish an appropriations limit for the Community Facilities District shall be combined into one ballot proposition.

SECTION 4. The City Council hereby finds and determines that no persons were registered to vote within the territory of the proposed Community Facilities District as of July 18, 2018, and that 12 or more persons have not been registered to vote within the territory of the Community Facilities District for each of the 90 days preceding the close of the public hearings heretofore held by the City Council on the establishment of the Community Facilities District and the proposed debt issue for the Community Facilities District. Accordingly, pursuant to Section 53326 of the Act, the vote shall be by the landowners of the Community Facilities District and each person who is the owner of land as of the close of said public hearings, or the authorized representative thereof, shall have one vote for each acre or portion of an acre that he or she owns within the Community Facilities District not exempt from the special tax.

SECTION 5. The City Council hereby finds and determines that the qualified electors of the Community Facilities District have unanimously consented (a) to the waiver of any time limit specified by Section 53326 of the Act and any requirement pertaining to the conduct of said election, including any time limit or requirement applicable to an election pursuant to Article 5 of the Act (commencing with Section 53345 of the Act), (b) to the holding of said election on August 21, 2018, and (c) to the waiver of any impartial analysis, arguments or rebuttals, as set forth in Sections 53326 and 53327 of the Act. The City Council hereby finds and determines that the City Clerk has concurred in said waivers and has concurred in holding said election on August 21, 2018.

SECTION 6. The City Council hereby calls a special election to submit to the qualified electors of the Community Facilities District the combined proposition to incur bonded indebtedness, to levy a special tax within the Community Facilities District and to establish an appropriations limit for the Community Facilities District, which election shall be held at 303 East B Street, Ontario, California, on August 21, 2018. The City Council has caused to be provided to the City Clerk, as the official to conduct said election, the Resolution of Formation, the Resolution of Deeming it Necessary to Incur, a certified map

of sufficient scale and clarity to show the boundaries of the Community Facilities District, and a sufficient description to allow the City Clerk to determine the boundaries of the Community Facilities District.

The voted ballots shall be returned to the City Clerk not later than 7:30 p.m. on August 21, 2018; provided, however, that if all of the qualified electors have voted prior to such time, the election may be closed with the concurrence of the City Clerk.

SECTION 7. Pursuant to Section 53326 of the Act, the election shall be conducted by mail or hand-delivered ballot pursuant to Section 4000 *et. seq.* of the California Elections Code. Except as otherwise provided in the Act, the provisions of law regulating elections of the City, insofar as they may be applicable, will govern the election.

SECTION 8. The form of the ballot for said election is attached hereto as Exhibit A and by this reference incorporated herein, and such form of ballot is hereby approved. The City Clerk shall cause to be delivered to each of the qualified electors of the Community Facilities District a ballot in said form. Each ballot shall indicate the number of votes to be voted by the respective landowner to which it pertains.

Each ballot shall be accompanied by all supplies and written instructions necessary for the use and return of the ballot. The identification envelope for return of the ballot shall be enclosed with the ballot, shall have the return postage prepaid, and shall contain: (a) the name and address of the landowner, (b) a declaration, under penalty of perjury, stating that the voter is the owner of record or the authorized representative of the landowner entitled to vote and is the person whose name appears on the identification envelope, (c) the printed name, signature and address of the voter, (d) the date of signing and place of execution of the declaration described in clause (b) above, and (e) a notice that the envelope contains an official ballot and is to be opened only by the canvassing board.

Analysis and arguments with respect to the ballot proposition are hereby waived, as provided in Section 53327 of the Act.

SECTION 9. The City Clerk shall accept the ballots of the qualified electors in the office of the City Clerk at 303 East B Street, Ontario, California, to and including 7:30 p.m. on August 21, 2018, whether said ballots be personally delivered or received by mail. The City Clerk shall have available ballots which may be marked at said location on the election day by said qualified electors.

SECTION 10. The City Council hereby determines that the facilities and services financed by the Community Facilities District are necessary to meet increased demands placed upon local agencies as a result of development occurring in the Community Facilities District.

SECTION 11. The specific purposes of the bonded indebtedness proposed to be incurred is the financing of the Facilities (as defined in the Resolution of Formation), including all costs and estimated costs incidental to, or connected with, the accomplishment of such purpose, and the proceeds of such bonded indebtedness shall be applied only to such specific purposes.

Upon approval of the proposition to incur bonded indebtedness, and the sale of any bonds evidencing such indebtedness, the City Council shall take such action as may be necessary to cause to be established an account for deposit of the proceeds of sale of the bonds. For so long as any proceeds of the bonds remain unexpended, the Management Analyst, Management Services of the City shall cause to be filed with the City Council, no later than January 1 of each year, a report stating (a) the amount of bond proceeds received and expended during the preceding year, and (b) the status of any project funded or to be funded from bond proceeds. Said report may relate to the calendar year, fiscal year, or other appropriate annual period, as the Management Analyst, Management Services of the City shall determine, and may be incorporated into the annual budget, audit, or other appropriate routine report to the City Council.

SECTION 12. The officers, employees and agents of the City are hereby authorized and directed to take all actions and do all things which they, or any of them, may deem necessary or desirable to accomplish the purposes of this Resolution and not inconsistent with the provisions hereof.

SECTION 13. This Resolution shall take effect immediately upon its adoption.

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

PASSED, APPROVED, AND ADOPTED this 21st day of August 2018.

PAUL S. LEON, MAYOR

ATTEST:

SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2018- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held August 21, 2018 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2018- duly passed and adopted by the Ontario City Council at their regular meeting held August 21, 2018.

SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT A

OFFICIAL BALLOT

CITY OF ONTARIO

August 21, 2018

SPECIAL ELECTION

This ballot is for a special, landowner election. The number of votes to be voted pursuant to this ballot is ____.

INSTRUCTIONS TO VOTERS:

To vote on the measure, mark a cross (+) in the voting square after the word "YES" or after the word "NO". All distinguishing marks or erasures are forbidden and make the ballot void. If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Ontario and obtain another.

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 43
(PARK PLACE FACILITIES PHASE IV)

MEASURE SUBMITTED TO VOTE OF VOTERS: Shall the City of Ontario Community Facilities District No. 43 (Park Place Facilities Phase IV) (the "Community Facilities District") be authorized to incur bonded indebtedness in a maximum aggregate amount of not to exceed \$46,000,000 and levy a special tax in order to finance certain facilities and services and shall the annual appropriations limit of the Community Facilities District be established in the amount of \$46,000,000, all as specified in the Resolution entitled "A Resolution of the City Council of the City of Ontario, California, of Formation of the City of Ontario Community Facilities District No. 43 (Park Place Facilities Phase IV), Authorizing the Levy of a Special Tax within the Community Facilities District and Establishing an Appropriations Limit for the Community Facilities District" and the Resolution entitled "A Resolution of the City Council of the City of Ontario, California, Deeming it Necessary to Incur Bonded Indebtedness within City of Ontario Community Facilities District No. 43 (Park Place Facilities Phase IV)," each adopted by the City Council of the City of Ontario on August 21, 2018?

Yes:

No:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DECLARING RESULTS OF SPECIAL ELECTION AND DIRECTING RECORDING OF NOTICE OF SPECIAL TAX LIEN.

WHEREAS, on August 21, 2018, the City Council (the "City Council") of the City of Ontario (the "City"), pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"), adopted a resolution entitled "A Resolution of the City Council of the City of Ontario, California, Calling Special Election for City of Ontario Community Facilities District No. 43 (Park Place Facilities Phase IV)" (the "Resolution Calling Election"), calling for a special election of the qualified electors within City of Ontario Community Facilities District No. 43 (Park Place Facilities Phase IV) (the "Community Facilities District"); and

WHEREAS, pursuant to the terms of the Resolution Calling Election and the provisions of the Act, the special election was held on August 21, 2018; and

WHEREAS, the City Clerk of the City (the "City Clerk") has certified the canvass of the returns of the election and has filed a Canvass and Statement of Results of Election (the "Canvass"), a copy of which is attached hereto as Exhibit A.

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

SECTION 1. The City Council has received, reviewed and hereby accepts the Canvass.

SECTION 2. The City Council hereby finds and declares that the ballot proposition submitted to the qualified electors of the Community Facilities District pursuant to the Resolution Calling Election has been passed and approved by such electors in accordance with Section 53328, Section 53355 and Section 53325.7 of the Act.

SECTION 3. The City Clerk is hereby directed to execute and cause to be recorded in the office of the County Recorder of the County of San Bernardino a notice of special tax lien in the form required by the Act, said recording to occur no later than fifteen days following adoption by the City Council of this Resolution.

SECTION 4. The officers, employees and agents of the City are hereby authorized and directed to take all actions and do all things which they, or any of them, may deem necessary or desirable to accomplish the purposes of this Resolution and not inconsistent with the provisions hereof.

SECTION 5. This Resolution shall take effect immediately upon its adoption.

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

PASSED, APPROVED, AND ADOPTED this 21st day of August 2018.

PAUL S. LEON, MAYOR

ATTEST:

SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2018- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held August 21, 2018 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2018- duly passed and adopted by the Ontario City Council at their regular meeting held August 21, 2018.

SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT A

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 43
(PARK PLACE FACILITIES PHASE IV)

CANVASS AND STATEMENT OF RESULTS OF ELECTION

I hereby certify that on August 21, 2018, I canvassed the returns of the special election held on August 21, 2018, for the City of Ontario Community Facilities District No. 43 (Park Place Facilities Phase IV), that the total number of ballots cast in said Community Facilities District and the total number of votes cast for and against the proposition are as follows and that the totals as shown for and against the proposition are true and correct:

	Qualified Landowner <u>Votes</u>	Votes <u>Cast</u>	<u>YES</u>	<u>NO</u>
City of Ontario Community Facilities District No. 43 (Park Place Facilities Phase IV) Special Election, August 21, 2018	40	—	—	—

MEASURE SUBMITTED TO VOTE OF VOTERS: Shall the City of Ontario Community Facilities District No. 43 (Park Place Facilities Phase IV) (the "Community Facilities District") be authorized to incur bonded indebtedness in a maximum aggregate amount of not to exceed \$46,000,000 and levy a special tax in order to finance certain facilities and services and shall the annual appropriations limit of the Community Facilities District be established in the amount of \$46,000,000, all as specified in the Resolution entitled "A Resolution of the City Council of the City of Ontario, California, of Formation of the City of Ontario Community Facilities District No. 43 (Park Place Facilities Phase IV), Authorizing the Levy of a Special Tax within the Community Facilities District and Establishing an Appropriations Limit for the Community Facilities District" and the Resolution entitled "A Resolution of the City Council of the City of Ontario, California, Deeming it Necessary to Incur Bonded Indebtedness within City of Ontario Community Facilities District No. 43 (Park Place Facilities Phase IV)," each adopted by the City Council of the City of Ontario on August 21, 2018?

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND this 21st day of August, 2018.

BY: _____
SHEILA MAUTZ, CITY CLERK

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, LEVYING SPECIAL TAXES WITHIN THE CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 43 (PARK PLACE FACILITIES PHASE IV).

WHEREAS, on July 17, 2018, 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. 43 (Park Place Facilities Phase IV), and to Authorize the Levy of Special Taxes" stating its intention to establish City of Ontario Community Facilities District No. 43 (Park Place Facilities Phase IV) (the "Community Facilities District") and to finance certain public facilities (the "Facilities") and services (the "Services"); and

WHEREAS, on August 21, 2018, 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. 43 (Park Place Facilities Phase IV), 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. 43 (Park Place Facilities Phase IV)" and "A Resolution of the City Council of the City of Ontario, California, Calling Special Election for City of Ontario Community Facilities District No. 43 (Park Place Facilities Phase IV)", which resolutions established the Community Facilities District, authorized the levy of a special tax within the Community Facilities District and 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, respectively; and

WHEREAS, on August 21, 2018, 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 special taxes 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 taxes are hereby levied commencing in fiscal year 2018-19 and in each fiscal year thereafter until the last fiscal year in which such special taxes are authorized to be levied pursuant to the Rate and Method of Apportionment.

SECTION 2. The City Council may, in accordance with subdivision (b) of Section 53340 of the Act, provide, by resolution, for the levy of the special tax in future tax years at the same rate or at a lower rate than the rate provided by this Ordinance. In no event shall the special tax be levied on any parcel within the Community Facilities District in excess of the maximum tax specified therefor in the Rate and Method of Apportionment.

SECTION 3. The special tax shall be levied on all of the parcels in the Community Facilities District, unless exempted by law or by the Rate and Method of Apportionment.

SECTION 4. The proceeds of the special tax shall only be used to pay, in whole or in part, the cost of providing the Facilities and Services and incidental expenses pursuant to the Act.

SECTION 5. The special tax shall be collected in the same manner as ordinary *ad valorem* property taxes are collected and shall be subject to the same penalties and the same procedure, sale and lien priority in the case of delinquency as is provided for *ad valorem* taxes, unless another procedure is adopted by the City Council.

SECTION 6. If for any reason any portion of this Ordinance is found to be invalid, or if the special tax is found inapplicable to any particular parcel within the Community Facilities District, by a court of competent jurisdiction, the balance of this Ordinance and the application of the special tax to the remaining parcels within the Community Facilities District shall not be affected.

SECTION 7. The Mayor shall sign this Ordinance and the City Clerk shall certify as to the adoption and shall cause a summary thereof to be published at least once, in a newspaper of general circulation in the City of Ontario, California within fifteen (15) days of the adoption. The City Clerk shall post a certified copy of this ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

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

PASSED, APPROVED, AND ADOPTED this _____ day of _____ 2018.

PAUL S. LEON, MAYOR

ATTEST:

SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Ordinance No. _____ was duly introduced at a regular meeting of the City Council of the City of Ontario held _____ and adopted at the regular meeting held _____, 2018 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

SHEILA MAUTZ, CITY CLERK

(SEAL)

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

SHEILA MAUTZ, CITY CLERK

(SEAL)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AUTHORIZING THE EXECUTION AND DELIVERY OF A SECOND AMENDED AND RESTATED ACQUISITION AND FUNDING AGREEMENT WITH SL ONTARIO DEVELOPMENT COMPANY, LLC.

WHEREAS, certain real property within the boundaries of the City located generally south of State Route 60 is commonly known as the New Model Colony; and

WHEREAS, the City has approved a General Plan Amendment for the New Model Colony (the "General Plan Amendment") and has certified an Environmental Impact Report in connection with the General Plan Amendment (the "Environmental Impact Report"); and

WHEREAS, the City has specified in the General Plan Amendment and the Environmental Impact Report the major backbone transportation, water, sewer, storm drainage, parks, public safety infrastructure and fiber optic systems required to serve the New Model Colony; and

WHEREAS, the New Model Colony is now commonly referred to as the Ontario Ranch; and

WHEREAS, SL Ontario Development Company, LLC, a limited liability company ("SL Ontario") is developing certain of the property within the Ontario Ranch (the "Property"); and

WHEREAS, certain of such major backbone infrastructure is required to serve the Property; and

WHEREAS, in order to provide a mechanism to fund, in a timely manner, the costs of certain of such major backbone infrastructure required to serve the Ontario Ranch (the "Facilities") so that such development may occur, the City and SL Ontario entered into the Acquisition and Funding Agreement, dated as of November 1, 2014 (the "Original Acquisition Agreement"), pursuant to which, in accordance with the terms set forth therein, SL Ontario is to construct or cause to be constructed certain of the Facilities, which, upon satisfaction of the conditions specified therein, the City is to acquire and take title thereto; and

WHEREAS, pursuant to the Original Acquisition Agreement, such acquisitions are to be funded by three community facilities districts, the boundaries of each of which are to include a portion of the Property, anticipated to be established by the City Council of the City, subject to the provisions of the City of Ontario Mello-Roos Community Facilities Act of 1982 Local Goals and Policies, pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982 (the "Act"); and

WHEREAS, SL Ontario determined that funding the Facilities through four, rather than three, community facilities districts (each, a "Community Facilities District") would better coordinate such funding with SL Ontario's development plan and has requested that the Original Acquisition Agreement be amended in order to so provide; and

WHEREAS, in connection therewith, the City and the SL Ontario entered into the Amended and Restated Acquisition and Funding Agreement, dated as of January 1, 2017 (the "First Amended and Restated Acquisition Agreement"), pursuant to which the Original Acquisition Agreement was amended and restated in order to reflect that the acquisition of the Facilities pursuant thereto is to be funded by four Community Facilities Districts (capitalized undefined terms use herein shall have the meanings ascribed thereto in the First Amended and Restated Acquisition Agreement); and

WHEREAS, three of such Community Facilities Districts, City of Ontario Community Facilities District No. 24 (Park Place Facilities Phase I), City of Ontario Community Facilities District No. 25 (Park Place Facilities Phase II) and City of Ontario Community Facilities District No. 26 (Park Place Facilities Phase III), have previously been established, and the fourth of such Community Facilities Districts, City of Ontario Community Facilities District No. 43 (Park Place Facilities Phase IV), is being established as of the date hereof; and

WHEREAS, the City and SL Ontario desire to amend and restate the First Amended and Restated Acquisition Agreement in order to reflect certain changes to the facilities financed or anticipated to be financed from the Net Proceeds of Special Taxes and Bonds of the Community Facilities Districts; and

WHEREAS, there has been presented to this meeting a form of Second Amended and Restated Acquisition Agreement that so amends and restates the First Amended and Restated Acquisition Agreement (such Second Amended and Restated Acquisition Agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the "Second Amended and Restated Acquisition Agreement");

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

SECTION 1. The Second Amended and Restated Acquisition Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, be and the same is hereby approved. Each of the Mayor of the City, and such other member of the City Council as the Mayor may designate, the City Manager of the City and the Executive Director of Finance of the City, and such other officer or employee of the City as the City Manager may designate (the "Authorized Officers") is hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name of the City, to execute and deliver the Second Amended and Restated Acquisition Agreement in the form submitted to this meeting, with such changes, insertions and omissions as the Authorized Officer executing the same may require or

approve, such requirement or approval to be conclusively evidenced by the execution of the Amended and Restated Acquisition Agreement by such Authorized Officer.

SECTION 2. The officers, employees and agents of the City are hereby authorized and directed to take all actions and do all things which they, or any of them, may deem necessary or desirable to accomplish the purposes of this Resolution and not inconsistent with the provisions hereof.

SECTION 3. This Resolution shall take effect immediately upon its adoption.

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

PASSED, APPROVED, AND ADOPTED this 21st day of August 2018.

PAUL S. LEON, MAYOR

ATTEST:

SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2018- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held August 21, 2018 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2018- duly passed and adopted by the Ontario City Council at their regular meeting held August 21, 2018.

SHEILA MAUTZ, CITY CLERK

(SEAL)

CITY OF ONTARIO

Agenda Report
August 21, 2018

SECTION:
PUBLIC HEARINGS

SUBJECT: A PUBLIC HEARING TO CONSIDER AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT (FILE NO. PDA17-003) BETWEEN THE CITY OF ONTARIO AND ONTARIO LAND VENTURES, LLC, TO ESTABLISH THE TERMS AND CONDITIONS FOR THE DEVELOPMENT OF TENTATIVE PARCEL MAP 19738 (FILE NO. PMTT17-011). THE PROJECT SITE IS BOUNDED BY EUCALYPTUS AVENUE TO THE NORTH, CUCAMONGA CREEK CHANNEL TO THE EAST, MERRILL AVENUE TO THE SOUTH, AND CARPENTER AVENUE TO THE WEST, LOCATED WITHIN THE BUSINESS PARK (PA-1) AND GENERAL INDUSTRIAL (PA-2) LAND USE DISTRICTS OF THE WEST ONTARIO COMMERCE CENTER SPECIFIC PLAN (APNS: 0218-221-09, 0218-261-16, 0218-261-22, 0218-261-23, 0218-261-32, 0218-271-04, 0218-271-08, 0218-271-10, 0218-271-13 and 0218-271-18)

RECOMMENDATION: That the City Council introduce and waive further reading of an ordinance approving a Development Agreement (File No. PDA17-003, on file with the Records Management Department) between the City of Ontario and Ontario Land Ventures, LLC, to establish the terms and conditions for the development of Tentative Parcel Map 19738 (File No. PMTT17-011).

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

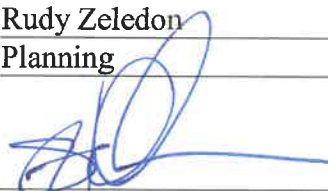
Operate in a Businesslike Manner

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

Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in Ontario Ranch

FISCAL IMPACT: The proposed Development Agreement will provide funding from a community facilities district for additional City services required to support the West Ontario Commerce Center Specific Plan development, thereby mitigating the increased cost associated with such services. In addition, the City will receive public service funding fees plus development impact, compliance processing, licensing, and permitting fees. No Original Model Colony revenue will be used to support the Ontario Ranch development.

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

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

Submitted to Council/O.H.A. 08/21/2018

Approved: _____

Continued to: _____

Denied: _____

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BACKGROUND: On July 3, 2018, the City Council approved the West Ontario Commerce Center Specific Plan (File No. PSP16-002) and certified the Environmental Impact Report (EIR). The Specific Plan establishes the land use designations, development standards, design guidelines and infrastructure improvements for 119.31 acres of land, which includes the potential development of 2,905,510 square feet of industrial development and 55,505 square foot of business park development. The applicant, Ontario Land Ventures, LLC, has submitted a Tentative Parcel Map (File No. PMTT17-011/TPM 19738) to subdivide the 119.31 acre site into 9 parcels for Planning Areas 1 and 2 of the Specific Plan and a Development Plan (File No. PDEV17-057) to construct two industrial buildings totaling 2,217,016 square feet within Planning 2 of the Specific Plan.

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, Ontario Land Ventures, LLC, has requested that the City enter into negotiations to create a Development Agreement (“Agreement”).

The Agreement proposes to include 119.31 acres of land within Planning Areas 1 and 2 of West Ontario Commerce Center Specific Plan as shown attached **Exhibit “A”**. The Development Agreement will provide for the potential development of up to 555,555 square feet of business park industrial development for Planning Area 1 and up to 2,350,005 square feet of industrial development for Planning Area 2 per the West Ontario Commerce Center Specific Plan. The Agreement grants Ontario Land Ventures, LLC, a vested right to develop Planning Areas 1 and 2 of the Specific Plan, as long as Ontario Land Ventures, LLC, complies with the terms and conditions of the West Ontario Commerce Center Specific Plan and Environmental Impact Report.

The term of the Agreement is for ten years with a five year option. The main points of the Agreement address funding for all new City expenses created by the project which includes; Development Impact Fees for construction of public improvements (i.e. streets and bridges, police, and fire, etc.); Public Service Funding to ensure adequate provisions of public services (police, fire and other public services); the creation of a Community Facilities District for reimbursement of public improvements and maintenance of public facilities.

In considering the application at their meeting of July 24, 2018, the Planning Commission found that the Agreement was consistent with State law, The Ontario Plan, the City’s Development Agreement policies, and other Development Agreements previously approved for Ontario Ranch developments and, with a 7 to 0 vote (Resolution No. PC18-077), recommended approval of the Agreement to the City Council.

HOUSING ELEMENT COMPLIANCE: The project is consistent with the Housing Element of the Policy Plan (General Plan) component of The Ontario Plan, as the project site is not one of the properties in the Available Land Inventory contained in Table A-3 (Available Land by Planning Area) of the Housing Element Technical Report Appendix.

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

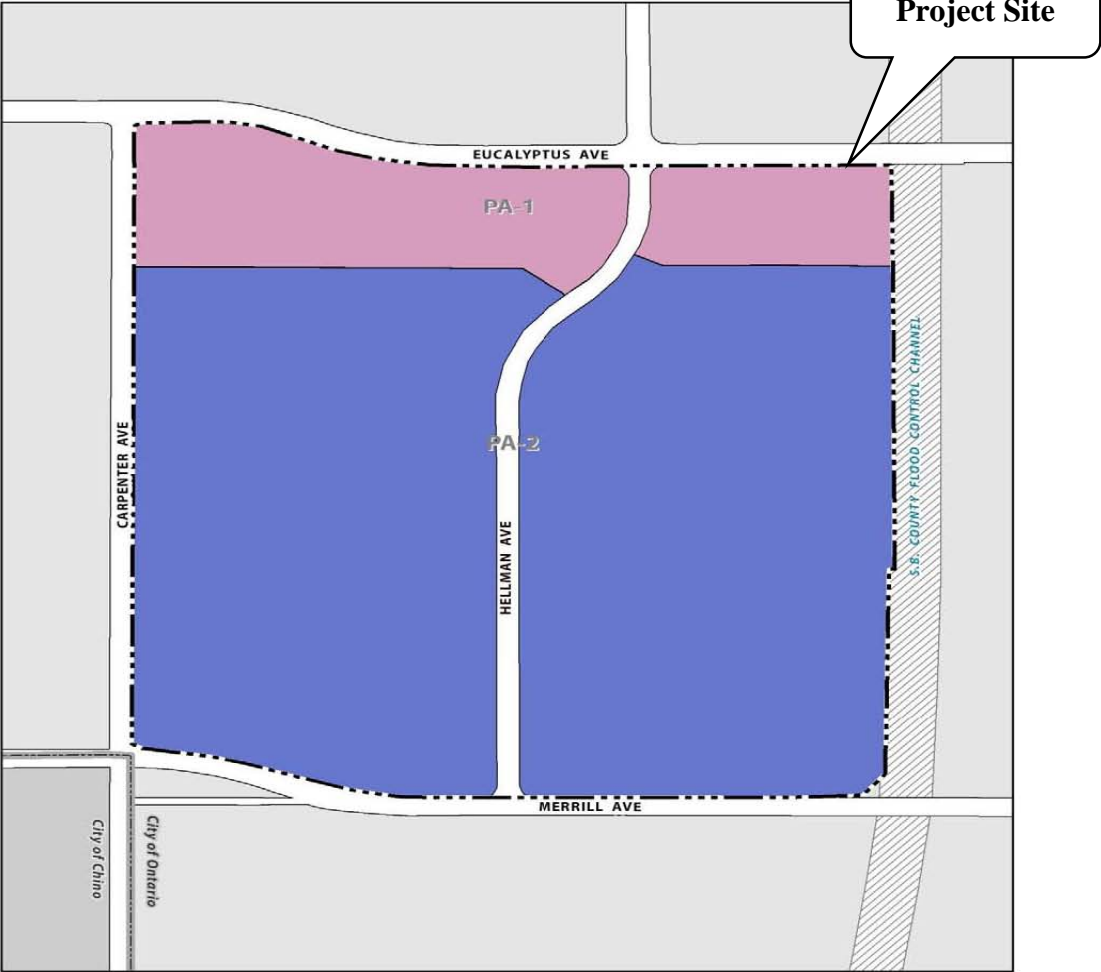
forth within the 2011 California Airport Land Use Planning Handbook published by the California Department of Transportation, Division of Aeronautics.

ENVIRONMENTAL REVIEW: The environmental impacts of this project were analyzed in the West Ontario Commerce Center Specific Plan (File No. PSP16-002) EIR (SCH#2017041074), that was adopted and certified by the City Council on July 3, 2018. This application is consistent with the EIR and introduces no new significant environmental impacts. All adopted mitigation measures shall be a condition of project approval and are incorporated herein by reference.

EXHIBIT "A"
WEST ONTARIO COMMERCE CENTER SPECIFIC PLAN

Development Plan

FIGURE 3.1: LAND USE PLAN



- | | |
|------------------------|---------------------------|
| Legend | Land Use Districts |
| Specific Plan Boundary | BP - Business Park |
| Planning Areas | IG - General Industrial |



Date: November 2016
 Source: ESRI World Imagery, 2015
 Base Map Prepared by: MIG, Inc.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT (FILE NO. PDA17-003) BETWEEN THE CITY OF ONTARIO AND ONTARIO LAND VENTURES, LLC, TO ESTABLISH THE TERMS AND CONDITIONS FOR THE DEVELOPMENT OF TENTATIVE PARCEL MAP 19738 (FILE NO. PMTT17-011). THE PROJECT SITE IS BOUNDED BY EUCALYPTUS AVENUE TO THE NORTH, CUCAMONGA CREEK CHANNEL TO THE EAST, MERRILL AVENUE TO THE SOUTH, AND CARPENTER AVENUE TO THE WEST, LOCATED WITHIN THE BUSINESS PARK AND INDUSTRIAL LAND USE DISTRICTS OF WEST ONTARIO COMMERCE CENTER SPECIFIC PLAN, AND MAKING FINDINGS IN SUPPORT THEREOF (APNS: 0218-221-09, 0218-261-16, 0218-261-22, 0218-261-23, 0218-261-32, 0218-271-04, 0218-271-08, 0218-271-10, 0218-271-13 and 0218-271-18).

WHEREAS, California Government Code Section 65864 now provides, in pertinent part, as follows:

“The Legislature finds and declares that:

(a) The lack of certainty in the approval process of development projects can result in a waste of resources, escalate the cost of housing and other developments to the consumer, and discourage investment in and commitment to comprehensive planning which would make maximum efficient utilization of resources at the least economic cost to the public.

(b) Assurance to the Applicant for a development project that upon approval of the project, the Applicant may proceed with the project in accordance with existing policies, rules and regulations, and subject to conditions of approval, will strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic costs of development.”

WHEREAS, California Government Code Section 65865 provides, in pertinent part, as follows:

“Any city ... may enter into a Development Agreement with any person having a legal or equitable interest in real property for the development of such property as provided in this article ...”

WHEREAS, California Government Code Section 65865.2. provides, in part, as follows:

“A Development Agreement shall specify the duration of the Agreement, the permitted uses of the property, the density of intensity of use, the maximum height and size of proposed buildings, and provisions for reservation or dedication of land for public

purposes. The Development Agreement may include conditions, terms, restrictions, and requirements for subsequent discretionary actions, provided that such conditions, terms, restrictions, and requirements for discretionary actions shall not prevent development of the land for the uses and to the density of intensity of development set forth in this Agreement ...”

WHEREAS, on April 4, 1995, the City Council of the City of Ontario adopted Resolution No. 95-22 establishing procedures and requirements whereby the City of Ontario may consider Development Agreements; and

WHEREAS, on September 10, 2002, the City Council of the City of Ontario adopted Resolution No. 2002-100 which revised the procedures and requirements whereby the City of Ontario may consider Development Agreements; and

WHEREAS, attached to this Ordinance, marked Attachment “A” and incorporated herein by this reference, is the proposed Development Agreement between Ontario Land Ventures, LLC, and the City of Ontario, File No. PDA17-003, concerning 119.31 acres of land generally located on the south side of Eucalyptus Avenue, north side of Merrill Avenue, east side of Carpenter Avenue and west side of the Cucamonga Creek Channel, within the Business Park (Planning Area 1) and General Industrial (Planning Area 2) land use district of the West Ontario Commerce Center Specific Plan and as legally described in the attached Development Agreement. Hereinafter in this Ordinance, the Development Agreement is referred to as the “Development Agreement”; and

WHEREAS, on April 24, 2018, the Planning Commission of the City of Ontario conducted a duly noticed public hearing and issued Resolution No. PC18-043 recommending City Council certification of the West Ontario Commerce Center Specific Plan EIR (SCH#2017041074) and Issued Resolution PC18-045 recommending to City Council approval of the West Ontario Commerce Center Specific Plan (File No. PSP16-002); and

WHEREAS, on July 3, 2018, the City Council of the City of Ontario conducted a duly noticed public hearing and adopted Resolution No. 2018-092 for the certification of the West Ontario Commerce Center Specific Plan (SCH#2017041074) and issued Ordinance 3108 approving the Commerce Center Specific Plan (File No. PSP16-002); and

WHEREAS, the environmental impacts of this project were analyzed in the West Ontario Commerce Center Specific Plan (File No. PSP16-002) EIR (SCH#2017041074), that was adopted and certified by the City Council on July 3, 2018. This application is consistent with the EIR and introduces no new significant environmental impacts. All mitigation measures shall be a condition of project approval and are incorporated herein by reference; and

WHEREAS, on July 24, 2018 the Planning Commission of the City of Ontario conducted a hearing to consider the Agreement and concluded said hearing on that date. After considering the public testimony, the Planning Commission voted 7 to 0 to recommend approval (Resolution No. PC18-077) of the Development Agreement to the

City Council; and

WHEREAS, on August 21, 2018, the City Council of the City of Ontario conducted a public hearing to consider the Agreement and concluded said hearing on that date; and

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

NOW, THEREFORE, it is hereby found, determined, and ordained by the City Council of the City of Ontario as follows:

SECTION 1. ***Environmental Determination and Findings.*** As the decision-making body for the Project, the City Council has reviewed and considered the information contained in the previously adopted West Ontario Commerce Center Specific Plan EIR (SCH#2017041074) and supporting documentation. Based upon the facts and information contained in the West Ontario Commerce Center Specific Plan EIR (SCH#2017041074) and supporting documentation, the City Council finds as follows:

a. The previous West Ontario Commerce Center Specific Plan EIR (SCH#2017041074) contains a complete and accurate reporting of the environmental impacts associated with the Project; and

b. The previous West Ontario Commerce Center Specific Plan EIR (SCH#2017041074) was completed in compliance with CEQA and the Guidelines promulgated thereunder; and

c. The previous West Ontario Commerce Center Specific Plan EIR (SCH#2017041074) reflects the independent judgment of the City Council; and

d. All previously adopted mitigation measures, which are applicable to the Project, shall be a condition of Project approval and are incorporated herein by 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 EIR is not required for the Project, as the Project:

(1) Does not constitute substantial changes to the EIR that will require major revisions to the 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 EIR was prepared, that will require major revisions to the 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 EIR was reviewed, that shows any of the following:

(a) The project will have one or more significant effects not discussed in the EIR; or

(b) Significant effects examined will be substantially more severe than shown in the 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 EIR would substantially reduce one or more significant effects on the environment, but which the City declined to adopt.

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

SECTION 4. Ontario International Airport Land Use Compatibility Plan (“ALUCP”) Compliance. As the decision-making body for the Project, the City Council has reviewed and considered the facts and information contained in the Application and supporting documentation, and finds that, at the time of Project implementation, the Project will be consistent with the policies and criteria set forth within the ONT ALUCP and the Airport Land Use Planning Handbook published by the California Department of Transportation, Division of Aeronautics for Chino Airport.

SECTION 5. Concluding Facts and Reasons. Based upon substantial evidence presented to the City Council during the above-referenced hearing, and upon the specific findings set forth in Section 1 through 4, above, the City Council hereby concludes as follows:

a. The Development Agreement applies to 119.31 acres of land generally located on the south side of Eucalyptus Avenue, north side of Merrill Avenue, east side of Carpenter Avenue and west side of the Cucamonga Creek Channel, within the Business Park (Planning Area 1) and General Industrial (Planning Area 2) land use district of the West Ontario Commerce Center Specific Plan. The project site gently slopes from north to south and is currently developed with agricultural, dairy and single-family residential uses. The majority of the site is currently in agricultural use, including two active dairy farms, row crops, and a hay and alfalfa wholesaler. The remainder of the site

is vacant land that was previously used for agriculture; and

b. The property to the north of the Project site is within the Parkside Specific Plan and is designated Medium Density Residential land use district, and is developed with agricultural uses. The property to the east is within the Utility Corridor zoning district, and is developed with the Cucamonga Creek Flood Control Channel. The property to the south is within the Colony Commerce Center West Specific Plan and is designated Industrial land use district, and is developed with agricultural uses. The property to the west is within the Specific Plan/Agricultural (SP/AG) zoning district, and is developed with agricultural and dairy uses; and

c. The Development Agreement establishes parameters for the development Planning Areas 1 and 2 of the West Ontario Commerce Center Specific Plan for industrial development. The Development Agreement also grants Ontario Land Ventures, LLC, the right to develop, the ability to quantify the fees; and establish the terms and conditions that apply to those projects. These terms and conditions are consistent with The Ontario Plan Policy Plan (General Plan), design guidelines and development standards for the West Ontario Commerce Center Specific Plan.

d. The Development Agreement focuses 119.31 acres of land generally located on the south side of Eucalyptus Avenue, north side of Merrill Avenue, east side of Carpenter Avenue and west side of the Cucamonga Creek Channel, within the Business Park (Planning Area 1) and General Industrial (Planning Area 2) land use district of the West Ontario Commerce Center Specific Plan; and

e. The Development Agreement will provide for the potential development of up to 555,555 square feet of business park industrial development for Planning Area 1 and up to 2,350,005 square feet of industrial development for Planning Area 2 per the West Ontario Commerce Center Specific Plan; and

f. The Development Agreement has been prepared in conformance with the goals and policies of The Ontario Plan Policy Plan (General Plan); and

g. The Development Agreement does not conflict with the Land Use Policies of The Ontario Plan Policy Plan (General Plan) and will provide for development, within the district, in a manner consistent with the Policy Plan and with related development; and

h. This Development Agreement will promote the goals and objectives of the Land Use Element of the Policy Plan; and

i. This Development Agreement will not be materially injurious or detrimental to the adjacent properties and will have a significant impact on the environment or the surrounding properties. The environmental impacts of this project were analyzed in the EIR (SCH#2017041074) prepared for the West Ontario Commerce Center Specific Plan (File No. PSP16-002) and certified by the City Council on July 3, 2018. All adopted mitigation measures of the related EIR shall be a condition of project approval and are incorporated herein by reference.

SECTION 6. City Council Action. Based upon the findings and conclusions set forth in paragraphs 1, 2, 3, 4 and 5 above, City Council hereby APPROVES the Development Agreement subject to each and every condition set forth in the West Ontario Commerce Center Specific Plan and EIR, incorporated by this reference.

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

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

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

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

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

PASSED, APPROVED, AND ADOPTED this ____ day of _____ 2018.

PAUL S. LEON, MAYOR

ATTEST:

SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) ss.
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 August 21, 2018 and adopted at the regular meeting held _____, 2018 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

SHEILA MAUTZ, CITY CLERK

(SEAL)

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

SHEILA MAUTZ, CITY CLERK

(SEAL)

ATTACHMENT A:

**Development Agreement
Between
The City of Ontario and Ontario Land Ventures, LLC
File No. PDA17-003
(*Document follows this page*)**

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

City of Ontario
303 East "B" Street
Ontario California, California 91764
Attn: City Clerk

Exempt from Fees Per Gov. Code § 6301

Space above this line for Recorder's Use Only

DEVELOPMENT AGREEMENT

By and Between

City of Ontario, a California municipal corporation,

and

Ontario Land Ventures, LLC

a Delaware limited liability company

_____, **2018**

San Bernardino County, California

DEVELOPMENT AGREEMENT NO. PDA17-003

This Development Agreement (hereinafter "Agreement") is entered into effective as of the ____ day of _____, 2018 by and among the City of Ontario, a California municipal corporation (hereinafter "CITY"), and Ontario Land Ventures, 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 CITY-approved development Project ("Project") and this Agreement in that West Ontario Commerce Center Specific Plan Environmental Impact Report (State Clearinghouse No. 2017041074) (the "FEIR") has been adopted. The City Council has 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 West Ontario Commerce Center 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 Project site ("Property") in accordance with this Agreement will provide substantial benefits to CITY and will further important policies and goals of CITY; and

WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of the Property, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which development agreements under Sections 65864 et seq. of the Government Code are intended; and

WHEREAS, OWNER has incurred and will in the future incur substantial costs in order to assure development of the Property in accordance with this Agreement; and

WHEREAS, OWNER has incurred and will in the future incur substantial costs in excess of the generally applicable requirements in order to assure vesting of legal rights to develop the Property in accordance with this Agreement; and

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

WHEREAS, OWNER's Property is within the modified boundaries defined in Exhibit A of the Construction Agreement between the CITY and NMC Builders, LLC ("NMC Builders") and the Property covered by this Agreement is what is known as a "Phase 2 Water Property," and as such, shall be required to provide funding for CITY's future construction of the "Phase 2 Water Improvements," which will result in the availability of additional Net MDD Water Availability required for the development as shown on Exhibit "I-1"; and

WHEREAS, the OWNER is made aware of the South Archibald Trichloroethylene ("TCE") Plume "Disclosure Letter" (Exhibit "J"). 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 and Easterly Portion of the New Model Colony entered into between the CITY and NMC Builders as of the 21st day of August, 2012, and that certain Amendment to the First Amended and Restated Agreement for the Financing and Construction of Limited Infrastructure Improvements to Serve an Easterly Portion of the New Model Colony entered into between the CITY and NMC Builders as of the 19th day of September, 2017. Also included by reference is 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.

1.1.4 "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 and the Existing Land Use Regulations applicable to development of the Property.

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

1.1.10 "Existing Development Approvals" means all Development Approvals approved or issued 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 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 Parcel Map conditions for Parcel Map No. 19738 ("Parcel Map") as further described in Exhibit "F" (the "Infrastructure Improvements Exhibits").

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

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

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

1.1.16 "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 "Owner Affiliate" shall have the meaning set forth in Section 2.4.1(d).

1.1.20 "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.

1.1.21 "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.

1.1.22 "Phase 2 Water Participation Fee" means the fee paid to CITY upon CITY approval of the first of the Development Approvals 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.

1.1.23 "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.

1.1.24 "Property" means the real property described on Exhibit "A" and shown on Exhibit "B" to this Agreement.

1.1.25 "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.

1.1.26 "Specific Plan" means that certain specific plan adopted by the City Council, and entitled, "West Ontario Commerce Center 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 a Tract or Subdivision Map 19738 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" — (Not Used)

Exhibit "F" — Infrastructure Improvements Exhibits

Exhibit F-1 – Water Utility Improvements
Exhibit F-2 – Recycled Water Utility Improvements
Exhibit F-3 – Sewer Improvements
Exhibit F-4 – Storm Drain Improvements
Exhibit F-5a – Street and Bridge Improvements
Exhibit F-5b – Street and Bridge Improvements
Exhibit F-5c – Merrill Avenue Bridge Widening Improvements
Exhibit F-5d – Eucalyptus Avenue Bridge Improvements
Exhibit F-6 – Fiber Optic Communications

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) Except as expressly provided for herein, 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 TCE Plume (Exhibit "J"). OWNER may wish to provide the attached Disclosure Letter (Exhibit "J") 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.

(d) Notwithstanding the foregoing, OWNER shall have the right to assign this Agreement to an Owner Affiliate subject to the notice requirements to CITY as described in Paragraph (b) of this Section 2.4.1, above. The term "Owner Affiliate" shall mean, (i) any general or limited partnership in which OWNER is the managing general partner, or (ii) any limited liability company in which OWNER is the managing member.

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 [1] 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 [1] 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.

2.4.6 Partial Assignment and Assumption. CITY and OWNER agree OWNER may partially assign its obligations and rights under this Agreement, and all amendments hereto, to a purchaser, transferee or assignee of a lot, which has been subdivided subject

to provisions of a partial assignment and assumption agreement in a form approved by CITY. Any such complete and executed partial assignment and assumption of this Agreement shall be submitted to CITY for approval pursuant to Section 2.4.1 of this Agreement. Within thirty (30) days following such submittal, CITY shall review, and if the above conditions are satisfied, shall approve the partial assignment and release and notify the purchase, transferee or assignee in writing thereof. No such release approved pursuant to this Subsection 2.4.6 shall cause, or otherwise affect, a release of OWNER from the duties and obligations under this Agreement that are retained by OWNER and excluded from the transfer or assignment.

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 California, California 91764

With a copy to:

John Brown, City Attorney
Best Best & Krieger
2855 East Guasti Road, Suite 400
Ontario CA 91761

If to OWNER:

ONTARIO LAND VENTURES
c/o Real Estate Development Associates, LLC
4100 MacArthur Blvd., Suite 120
Newport Beach, California 92660
Attn: Jason Krotts
Email: jkrotts@redallc.com
Phone: 949-216-7300

With a copy to:

Sheppard Mullin Richter & Hampton LLP
333 S. Hope Street, 43rd Floor
Los Angeles, California 90071
Attn: Alfred Fraijo Jr., Esq.
Email: afraijo@sheppardmullin.com
Phone: 213-617-5567

(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 Exhibits. Attached hereto as Exhibit "F-1" through Exhibit "F-6" 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 with this Agreement 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 3.4.3 shall impose on CITY any monetary liability for contesting such declaratory relief (or other similar non-monetary relief).

3.4.4 Intent. The parties acknowledge and agree that CITY is restricted in its authority to limit its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to CITY all of its police power which cannot be so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to CITY all such power and authority which cannot be restricted by contract.

3.5 Public Works; Utilities. If OWNER is required by this Agreement or a condition of Project approval to construct DIF Credit eligible public works facilities which will be dedicated to CITY or any other public agency upon completion, and if required by applicable laws to do so, OWNER shall perform such work in the same manner and subject to the same requirements as would be applicable to CITY or such other public agency should it have undertaken such construction. As a condition of Project 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 Project 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 "F-4". OWNER shall be responsible for the construction of the necessary extension of storm drain facilities, as described in Exhibit "F-4". 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 building prior to completion of the storm drain Improvements described in Exhibit "F-4". OWNER and CITY agree that OWNER shall perform the following prior to requesting that CITY issue a temporary occupancy permit for any structures on the Property:

- a. Complete the design plans for the storm drain Improvements in Merrill Avenue as described in Exhibit "F-4";

- b. Complete the construction of the storm drain Improvements in Merrill Avenue and an interim connection of the new storm drain Improvements in Merrill Avenue to the existing storm drainage connection to the Cucamonga Creek Channel;
- c. Submit completed applications to the County of San Bernardino and the Army Corps of Engineers (“ACOE”) for all permits required for the connection of the storm drain Improvements to Cucamonga Creek Channel;
- d. Make all commercially reasonable efforts to receive approval from the ACOE for construction plans for the connection of the Merrill Avenue storm drain Improvements to the Cucamonga Creek Channel;
- e. Provide to CITY written evidence, on a bi-monthly basis, of such reasonable efforts demonstrating progress towards the issuance of the required permits from the ACOE. A summary of communications (email and telephone) requesting status updates on ACOE permit and plan check shall be deemed to demonstrate progress as described above.

Upon satisfaction of the above conditions by OWNER, CITY shall consider OWNER’s request for the issuance of a temporary occupancy permit. CITY agrees that such temporary occupancy permit may remain valid until such time that OWNER completes the construction of the final connection of the storm drain Improvements Merrill Avenue to the Cucamonga Creek Channel.

OWNER agrees that, upon issuance of the required permits for the construction of the connection of the storm drain Improvements in Merrill Avenue by the County of San Bernardino and the ACOE, OWNER shall construct and complete the final connection of the storm drain Improvements in Merrill Avenue to the Cucamonga Creek Channel. OWNER agrees that OWNER shall complete the construction of the final connection of the storm drain Improvements to the Cucamonga Creek Channel prior to the expiration of any temporary certificate of occupancy issued by CITY for any structure on the Property.

OWNER and City agree that OWNER may apply for and CITY may grant extensions to the duration of any temporary certificate of occupancy in accordance with CITY regulations and procedures.

OWNER and CITY agree that a portion of the storm drain Improvements described in Exhibit “F-4” may be constructed by others or may be constructed pursuant to a cooperative agreement with others. If such storm water Improvements are constructed by others, or in cooperation with others, and are completed and accepted by CITY prior to OWNER’s request to CITY of the required grading, building or other required permits for OWNER to initiate construction of structures for the Property, then OWNER shall not be required to construct those storm drain Improvements constructed and completed by others and accepted by CITY.

3.5.2 OWNER agrees that development of the Project shall require the construction of street Improvements as described in Exhibit “F-5a” and Exhibit “F-5b”.

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 Exhibit "F-5a", including the construction of street Improvements on Eucalyptus Avenue from Carpenter Avenue to the transition area to the future bridge at the Cucamonga Creek Channel. . 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 Substantial Completion of the street Improvements. 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. OWNER and CITY agree that a portion of the street Improvements described in Exhibit "F-5a" and Exhibit "F-5b" may be constructed by others, or pursuant to a cooperative agreement with others. If such street Improvements are constructed by others, or in cooperation with others, and are completed and accepted by CITY prior to OWNER's request to CITY of the required grading, building or other required permits for OWNER to initiate construction of structures for the Property, then OWNER shall not be required to construct those street Improvements constructed and completed by others and accepted by CITY.

3.5.3 OWNER agrees that development of the Project shall require the construction of a portion of the Merrill Avenue Bridge over the Cucamonga Creek Channel as described in Exhibit "F-5c". 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 bridge expansion Improvements described in Exhibit "F-5c". OWNER and CITY agree that OWNER shall have completed the following, prior to requesting that CITY issue a temporary occupancy permit for any structure on the Property:

- a. Complete the design plans for the Merrill Avenue Bridge Improvements as described in Exhibit "F-5c";
- b. Submit completed applications to the County of San Bernardino and the ACOE for all permits required for the construction of the Merrill Avenue Bridge Improvements in Cucamonga Creek Channel;
- c. Make all commercially reasonable efforts to receive approval from the ACOE for construction plans for the Merrill Avenue Bridge Improvements;
- d. Provide to CITY written evidence, on a bi-monthly basis, of such reasonable efforts demonstrating progress towards the issuance of the required permits from the ACOE. A summary of communications (email and telephone) requesting status

updates on ACOE permit and plan check shall be deemed to demonstrate progress as described above.

Upon satisfaction of the above conditions by OWNER, then CITY shall consider OWNER's request for a temporary occupancy permit. CITY agrees that such temporary occupancy permit may remain valid until such time that OWNER completes the construction of the Merrill Avenue Bridge Improvements over the Cucamonga Creek Channel.

OWNER agrees that, upon issuance of the required permits for the construction of the Merrill Avenue Bridge Improvements by the County of San Bernardino and the ACOE, OWNER shall construct and complete the Merrill Avenue Bridge Improvements. OWNER agrees that OWNER shall complete the construction of the Merrill Avenue Bridge Improvements prior to the expiration of any temporary certificate of occupancy issued by CITY for any structure on the Property.

OWNER and City agree that OWNER may apply for and CITY may grant extensions to the duration of any temporary certificate of occupancy in accordance with CITY regulations and procedures.

OWNER and CITY agree that the Merrill Avenue Bridge Improvements described in Exhibit "F-5c" may be constructed by others, or pursuant to a cooperative agreement with others. If such Merrill Avenue Bridge Improvements are constructed by others, or in cooperation with others, and are completed and accepted by CITY prior to OWNER's request to CITY of the required grading, building or other required permits for OWNER to initiate construction of structures for the Property, then OWNER shall not be required to construct those Merrill Avenue Bridge Improvements constructed and completed by others and accepted by CITY.

3.5.4 OWNER agrees that development of the Project shall require the construction of a portion of the Eucalyptus Avenue Bridge Improvements over the Cucamonga Creek Channel as described in Exhibit "F-5d". The portion shall be equal to the south half of the bridge plus the median, one travel lane on the north half and a five-foot shoulder – roughly 2/3 of the bridge. OWNER and CITY agree that CITY may issue grading, building permits and other required permits for OWNER to initiate construction of – Building 1 for the Property according to plans approved by CITY prior to completion of the Eucalyptus Avenue Bridge Improvements over the Cucamonga Creek Channel. In the event OWNER is prepared to commence construction on any remaining structure(s) on the Property prior to completion of the Eucalyptus Avenue Bridge Improvements, OWNER and CITY agree that CITY may issue grading, and/or building permits and other required permits for OWNER to initiate construction of the remaining structure(s) on the Property according to plans approved by CITY prior to completion of the Eucalyptus Avenue Bridge Improvements over the Cucamonga Creek Channel provided that OWNER establishes and funds an escrow account in an amount required to complete the construction of Eucalyptus Avenue Bridge Improvements, as noted above. Such funding amount for the remaining Eucalyptus Avenue Bridge Improvements shall be be 2/3 the cost of the bridge as identified in the most recent Development Impact Fee study or based

on a cost estimate, approved by the City, utilizing the bridge plans approved by the County of San Bernardino, ACOE, and the City, and shall include a reasonable contingency amount.. The Escrow instructions shall be in a form approved by the City Attorney. OWNER and CITY agree that OWNER may utilize and expend the funds from the escrow account to complete construction on the Eucalyptus Avenue Bridge Improvements.

3.5.5 OWNER and CITY agree that OWNER shall have completed the following, prior to requesting that CITY issue a temporary occupancy permit for any structures on the Property:

- a. Complete the design plans for the Eucalyptus Avenue Bridge Improvements as described in Exhibit "F-5d";
- b. Submit completed applications to the County of San Bernardino and the ACOE for all permits required for the construction of the Eucalyptus Avenue Bridge Improvements over the Cucamonga Creek Channel.

Upon satisfaction of the above conditions by OWNER, then CITY shall consider OWNER's request for a temporary occupancy permit. CITY agrees that such temporary occupancy permit may remain valid until such time that OWNER completes the construction of the Eucalyptus Avenue Bridge Improvements over the Cucamonga Creek Channel. OWNER agrees that, upon issuance of the required permits for the construction of the Eucalyptus Avenue Bridge Improvements by the County of San Bernardino and the ACOE, OWNER shall construct and complete the Eucalyptus Avenue Bridge Improvements. OWNER agrees that OWNER shall complete the construction of the Eucalyptus Avenue Bridge Improvements prior to the expiration of any temporary certificate of occupancy issued by CITY for any structure on the Property.

OWNER and City agree that OWNER may apply for and CITY may grant extensions to the duration of any temporary certificate of occupancy in accordance with CITY regulations and procedures.

OWNER and CITY agree that the Eucalyptus Avenue Bridge Improvements described in Exhibit "F-5d" may be constructed by others, or pursuant to a cooperative agreement with others. If such Eucalyptus Avenue Bridge Improvements are constructed by others, or in cooperation with others, and are completed and accepted by CITY prior to OWNER's request to CITY of the required grading, building or other required permits for OWNER to initiate construction of structures for the Property, then OWNER shall not be required to construct those Eucalyptus Avenue Bridge Improvements constructed and completed by others and accepted by CITY.

3.5.6 OWNER agrees that development of the Property shall require the extension of permanent master planned potable water utility Improvements as described in Exhibit "F-1" and recycled water utility Improvements as described in Exhibit "F-2", consisting generally of the construction of the extension of permanent master planned potable and recycled water utility Improvements from two (2) points of connection to serve the Property. OWNER agrees that such recycled water utility Improvements may include

the relocation of the existing recycled water line owned and operated by the Inland Empire Utilities Agency ("I.E.U.A.") generally located in Carpenter Avenue (or another alternative acceptable to CITY) and extension of the recycled water line in Merrill Avenue to a connection point with the existing recycled water line in Archibald Avenue. 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. OWNER and CITY agree that OWNER may, in-lieu of utilizing recycled water during grading and construction, utilize water from existing agricultural wells on the Property subject to the terms of a separate Well Use Agreement between the CITY and OWNER. OWNER agrees that OWNER shall not request and CITY shall not issue a Temporary occupancy permit for any buildings on the Property until the completion of the water and recycled water improvements described in Exhibit "F-1" and Exhibit "F-2". 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 (1) point of connection and sufficient water is available for fire protection purposes for any buildings while under construction. OWNER and CITY agree that a portion of the water and recycled water Improvements described in Exhibit "F-1" and Exhibit "F-2" may be constructed by others, or pursuant to a cooperative agreement with others. If such water and/or recycled Improvements are constructed by others, or in cooperation with others, and are completed and accepted by CITY prior to OWNER's request to CITY of the required grading, building or other required permits for OWNER to initiate construction of structures for the Property, then OWNER shall not be required to construct those water and/or recycled water Improvements constructed and completed by others and accepted by CITY.

3.5.7 OWNER agrees that development of the Property shall require the construction of permanent master planned sewer Improvements as described in Exhibit "F-3". 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 "F-3." 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 "F-3". OWNER and CITY agree that a portion of the sewer Improvements described in Exhibit "F-3" may be constructed by others, or pursuant to a cooperative agreement with others. If such sewer Improvements are constructed by others, or in cooperation with others, and are completed and accepted by CITY prior to OWNER's request to CITY of the required grading, building or other required permits for OWNER to initiate construction of structures for the Property, then OWNER shall not be required to construct those sewer Improvements constructed and completed by others and accepted by CITY.

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 DIF 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 CITY to impose new DIF or amend the amounts of existing DIF. 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, DIF established or imposed by such other public agencies, even though such DIF may be collected by CITY.

4.2.2 Time of Payment. The DIF 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 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-1" through Exhibit "F-5d" and any and all tentative parcel map conditions. Unless otherwise specified in the Parcel Map conditions, and subject to the provisions of Section 3.5 and 3.6, all other required Improvements for each parcel map, 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/Parcel Map conditions for the Parcel Map.

4.3.2 Construction of Public Infrastructure by Third Parties. CITY and OWNER acknowledge that a portion of the Improvements described in Exhibit "F-1" through Exhibit "F-5c" are necessary for the development of surrounding properties within the Ontario Ranch and the other property owners are also obligated to construct the Improvements or portions thereof. As such, CITY agrees that OWNER's obligation to construct the Improvements may be satisfied by third party owners pursuant to separate written agreements between OWNER and said third party undertaking the construction of the Improvements. Nothing in this Agreement shall be construed to prohibit the coordination of the construction of the Improvements between private parties, including the allocation of costs for the construction of the Improvements. Notwithstanding anything to the contrary herein, any applicable DIF Credits may be transferred and assigned from one (1) party to another with respect to the construction of the Improvements and such transfer or assignment shall not require the conveyance of any real property.

4.3.3 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. OWNER and CITY agree that OWNER may, in-lieu of utilizing recycled water during grading and construction, utilize water from existing agricultural wells on the Property subject to the terms of a separate Well Use Agreement between the CITY and OWNER.

4.3.4 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 DIF Program CITY agrees that CITY shall issue DIF Credit and DIF Reimbursement in accordance with the provisions of a separate Fee Credit Agreement between CITY and OWNER. 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. OWNER may also be eligible to receive reimbursement from DIF collected by CITY and paid by other development that benefits from OWNER's construction of DIF Program Infrastructure. Any such DIF Reimbursement shall be subject to a Fee Credit Agreement between CITY and OWNER. CITY and OWNER agree that the Fee Credit Agreement between CITY and OWNER shall comply with CITY's adopted policies applicable to such agreements.

4.4 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 Fifty-Nine Cents (\$0.59) 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 (Los Angeles-Anaheim-Riverside County), 1950-2001 (1982-84=100) over the preceding year on January 1st of each year, beginning on January 1, 2019. OWNER may exercise the option to pay any single installment amounts for the remainder of the non-residential square footage within the Project on or before December 31st, before the Single Installment amount is automatically increased.

4.5 Net MDD/Water Availability Equivalents.

4.5.1 Assigned Net MDD/Water Availability Equivalents. The City has agreed with NMC Builders to reserve exclusively for members of NMC Builders, including OWNER, Net MDD made available through the construction of water system improvements funded by NMC Builders and/or OWNER. OWNER acknowledges that the provisions of the Construction Agreement, as amended, requires 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.

4.5.2 Requirement for NMC Builders 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. CITY and OWNER also agree that CITY approval of this Agreement shall be conditioned upon OWNER agreement to become a Member of NMC Builders. OWNER shall complete the process required to become a member of NMC Builders within one-hundred twenty (120) of the Effective Date of this Agreement.

4.5.3 CITY issuance of Water Availability Equivalents. Within thirty (30) days after the effectiveness of this Development Agreement OWNER shall pay to CITY the applicable Phase 2 Water Participation Fee. The Phase 2 Water Participation Fee shall be the calculated based on the amount of the Regional Water DIF for the applicable land use category, the maximum square footage of the structures within Planning Areas 1 and 2 of the Specific Plan of 555,505 square feet of Business Park uses and 2,350,005 square feet of Industrial uses. The calculated amount of the Phase 2 Water Participation Fee shall be paid to City within thirty (30) days after the effectiveness 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 thirty (30) days after the Effective Date of this Agreement. The second installment shall be the remaining amount of the Phase 2 Water Participation Fee and such second installment shall be due and payable to City within one (1) year after the payment of the first installment, or prior to, and as a condition precedent to the recording of any final parcel map for the Project, whichever occurs first. Upon OWNER's complete payment to CITY of the Phase 2 Water Participation Fee, CITY shall issue a Certificate of Water Availability Equivalents in the form attached hereto as Exhibit "G". Such Water Availability Equivalents Certificate shall be issued by CITY within thirty (30) days of the receipt of such required payment. CITY and OWNER agree that the amount of Water Availability Equivalents issued to OWNER shall be based on the maximum projected need for Water Availability Equivalents required for the Property based upon water demand factors and assumptions listed in Exhibit C-2R of the Phase 2 Water Amendment, "Water Demand Equivalents by Land Use" for each land use category. Additionally, within thirty (30) days of CITY's receipt of OWNER complete payment as required under this Section, CITY shall issue a certificate of DIF Credit against OWNER's remaining DIF obligations in the regional water DIF Category. The amount of the DIF Credit issued by CITY shall be equivalent to OWNER's payment to CITY of the Phase 2 Water Participation Fee after any and all reductions in the Fee provided to OWNER under Sections 4.5.3.1 and 4.5.3.2 below. The form of the Certificate of DIF Credit shall be as described in Exhibit "H", attached hereto and incorporated herein.

4.5.3.1 CITY agrees that OWNER shall be entitled to a reduction in the calculated Phase 2 Water Participation Fee in recognition of OWNER's design and construction of a portion of the Phase 2 Water Improvements. Such reduction may be taken, at OWNER's option, from OWNER's first installment of the OWNER's Phase 2 Water Participation Fee and/or from OWNER's second installment of the Phase 2 Water Participation Fee. OWNER's reduction in the Phase 2 Water Participation Fee shall be based upon the estimated amount in the CITY's DIF Program for the design and construction of the Phase 2 Water Improvements to be constructed by OWNER in Eucalyptus Avenue from Carpenter Avenue to a connection with existing water facilities in Archibald Avenue as shown on Exhibit "F-1".

4.5.3.2 CITY and OWNER agree that OWNER's Phase 2 Water Participation Fee shall initially be reduced by the DIF Program estimate for the design and construction of the Phase 2 Water facilities to be constructed by OWNER. Upon completion of the construction of Phase 2 Water facilities, if OWNER's actual eligible costs for the Phase 2

Water Improvements are less than the DIF Program Estimate, OWNER shall pay to CITY the amount such actual eligible costs are less than the DIF Program Estimate. Such payment to CITY, if any, shall be due to CITY within thirty (30) days of the determination that such actual eligible costs are less than the DIF Program Estimate. If OWNER's actual eligible costs for the Phase 2 Water Improvements are more than the DIF Program Estimate, CITY shall issue DIF Credits in the amount such actual eligible costs are more than the DIF Program Estimate. Such issuance to OWNER, if any, shall be issued to OWNER within thirty (30) days of the determination that such actual eligible costs are more than the DIF Program Estimate.

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 constitute a waiver of OWNER 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 recordation of any Development Plan, the Property subject to such Development Plan shall be included in a community facilities district ("CFD") to finance CITY services through annual special taxes that will initially be Thirty Cents (\$0.30) per square foot for non-residential buildings for the CITY's fiscal year 2018-19. These amounts shall be subject to an automatic increase at a rate not to exceed four percent (4%) per year. Depending on the fiscal year that the CFD is formed and the CFD tax is levied, the annual special taxes may be higher. CITY shall be the sole and exclusive lead agency in the formation of any CFD, assessment district or other public financing mechanism within the Property; provided, however, that the proceeds of any such CFD, assessment district, or financing mechanism may be used, subject to restrictions that may be imposed by applicable law, for the purposes of acquiring, constructing or maintaining public facilities to be owned or operated by other public agencies, including, without limitation those facilities owned or operated by a school district. . 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, 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 sixty (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 sixty (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 and 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 Section 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 active negligence or 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, but not including any CITY liability related to South Archibald TCE Plume 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 (1) owner, all obligations of such owners under this Agreement shall be joint and several, and the default of any such owner shall be the default of all such owners. Notwithstanding the foregoing, no owner of a single lot which has been finally subdivided and sold to such owner as a member of the general public or otherwise as an ultimate user shall have any obligation under this Agreement except as provided under Section 4 hereof.

11.8 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

11.9 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

11.10 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

11.11 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control, (including the party's employment force), government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the party's control. If any such events shall occur, the term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the term of this Agreement shall not be extended under any circumstances for more than five (5) years.

11.12 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

11.13 Successors-in-Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors-in-interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and, (c) is binding upon each party and each successor in interest during ownership of the Property or any portion thereof.

11.14 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

11.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of San Bernardino, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

11.16 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between CITY and OWNER is that of a government entity regulating the development of private property and the owner of such property.

11.17 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement. The City Manager may delegate his powers and duties under this Agreement to an Assistant City Manager or other management level employee of the CITY.

11.18 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by CITY of its power of eminent domain.

11.19 Agent for Service of Process. In the event OWNER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venture 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**

"OWNER"

ONTARIO LAND VENTURES, LLC
a Delaware limited liability company

By: _____
Name: _____
Its: _____
Date: _____

"CITY"

CITY OF ONTARIO

By: _____
Scott Ochoa City Manager

Date: _____

ATTEST:

City Clerk, Ontario

APPROVED AS TO FORM:

BEST, BEST & KREIGER LLP

City Attorney

EXHIBIT "A"
TO DEVELOPMENT AGREEMENT

Legal Description of Property

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

APN: 0218-261-16

ASSESSOR'S MAP 0218, PAGE 26

GOVERNMENT LOT 2 AND THE SOUTHERNLY 12 FEET OF SECTION 22,
TOWNSHIP 2 SOUTH, RANGE 7 WEST, EXEMPTING THE COUNTY ROAD.

42.25 ACRES MORE OR LESS

APN: 0218-261-22

ASSESSOR'S MAP 0218, PAGE 26

EASTERLY 509.04 FEET, WESTERLY 1044.02 FEET OF GOVERNMENT LOT
1 OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 7 WEST, EXEMPTING
SOUTH 12 FEET.

15.28 ACRES MORE OR LESS

APN: 0218-261-23

ASSESSOR'S MAP 0218, PAGE 26

WESTERLY 534.98 FEET OF GOVERNMENT LOT 1 OF SECTION 22 ,
TOWNSHIP 2 SOUTH, RANGE 7 WEST, EXEMPTING SOUTH 12 FEET.

16.06 ACRES MORE OR LESS

APN: 0218-261-32

ASSESSOR'S MAP 0128, PAGE 26

GOVERNMENT LOT 1 OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 7
WEST, EXEMPTING SOUTH 12 FEET AND EXEMPTING WEST 1044.02 FEET

12.54 ACRES MORE OR LESS

APN: 0218-271-04

ASSESSOR'S MAP, BOOK 0218, PAGE 27

WELL NEAR THE NORTHERLY LINE, SOUTHERN 1312 FEET, EAST 2334.05 FEET OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 7 WEST,

APN: 0218-271-08

ASSESSOR'S MAP, BOOK 0218, PAGE 27

WEST 243.64 FEET OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 7 WEST, EXEMPTING SOUTH 1326.15 FEET AND EXEMPTING WELLSITE.

7.40 ACRES MORE OR LESS

APN: 0218-271-10

ASSESSOR'S MAP, BOOK 0218, PAGE 27

WELL LOCATED NEAR THE NORTH LINE OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 7 WEST, ABOUT 2430 FEET WEST OF NORTHEAST CORRECTION OF SAID SECTION AND ABOUT 210 FEET EAST OF EAST LINE OF GOVERNMENT LOT 1 OF SAID SECTION.

APN: 0218-271-13

ASSESSOR'S MAP, BOOK 0218, PAGE 27

A PORTION OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 7 WEST, EXEMPTING A PORTION LYING WITHIN STRIP OF LAND 195 FEET WIDE BEGINNING 95 FEET EASTERLY FROM AND 100 FEET WESTERLY FROM THE FOLLOWING DESCRIBED LINE: BEGINNING AT POINT IN MERRILL AVENUE THAT IS 1844.82 FEET FROM SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 22; THENCE

NORTHERLY 697.68 FEET ALONG NON-TANGENT CURVE, CONCAVE WESTERLY HAVING RADIUS OF 12,000 FEET AND CENTRAL ANGLE OF 03° 19'52" BEGINNING AT TANGENT THEREOF BEARING NORTH 04° 18'26" EAST; THENCE NORTH 00° 58'34" EAST TO NORTH LINE OF SAID SECTION 22, EXEMPTING EAST 1830 FEET AND EXEMPTING SOUTH 1326.15 FEET OF SAID NORTHEAST QUARTER OF SECTION 22.

APN: 0218-271-18

ASSESSOR'S MAP, BOOK 0218, PAGE 27

PORTION OF THE SOUTHERLY 1326.15 FEET OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 7 WEST DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF SECTION 22, ALSO BEING A POINT ON THE CENTERLINE OF MERRILL AVENUE, 50.00 FEET WIDE THENCE ALONG THE WESTERLY LINE OF SAID NORTHEAST QUARTER NORTH 00° 11'00" EAST, 1326.15 FEET TO THE NORTHERLY LINE OF SAID SOUTHERLY 1326.15 FEET OF THE NORTHEAST QUARTER OF SECTION 22; THENCE ALONG SAID NORTHERLY LINE SOUTH 89° 43'20" EAST, 715.04 FEET TO THE EASTERLY LINE OF SAID PARCEL; THENCE ALONG SAID EASTERLY LINE SOUTH 00° 09'56" WEST, 356.68 FEET; THENCE CONTINUING ALONG SAID EASTERLY LINE NORTH 89° 50'04" WEST, 15.00 FEET; THENCE CONTINUING ALONG SAID EASTERLY LINE SOUTH 00° 09'56" WEST, 272.35 FEET TO AN 11,885.00 FOOT RADIUS, TANGENT CURVE, CONCAVE WESTERLY; THENCE CONTINUING ALONG SAID EASTERLY LINE, SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02° 36'26" AN ARC DISTANCE OF 540.82 FEET, TO A POINT FROM WHICH A RADIAL LINE BEARS NORTH 87° 13'38" WEST; THENCE CONTINUING ALONG SAID EASTERLY LINE, NON-TANGENT TO SAID CURVE SOUTH 34° 51'14" WEST, 189.98 FEET TO THE CENTERLINE OF SAID MERRILL AVENUE; THENCE ALONG SAID CENTERLINE NORTH 89° 43'20" WEST, 580.03 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM A WELL SITE MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTH 1312.00 FEET OF SAID NORTHEAST QUARTER OF SECTION 22; THENCE ALONG THE NORTHERLY LINE OF SAID SOUTH 1312.00 FEET NORTH 89° 43'20" WEST, 1964.05 FEET TO THE TRUE POINT OF BEGINNING THENCE SOUTH 00° 11'00" WEST, 30.00 FEET; THENCE NORTH 89° 43'20" WEST, 30.00 FEET; THENCE NORTH 00° 11'00" EAST, 30.00 FEET; THENCE SOUTH 89° 43'20" EAST, 30.00 FEET TO THE TRUE POINT OF BEGINNING.

APN: 0218-221-09

ASSESSOR'S MAP, BOOK 0218, PAGE 27

GOVERNMENT LOT 4 OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 7
WEST.

EXHIBIT "B" TO DEVELOPMENT AGREEMENT

Map showing Property and its location

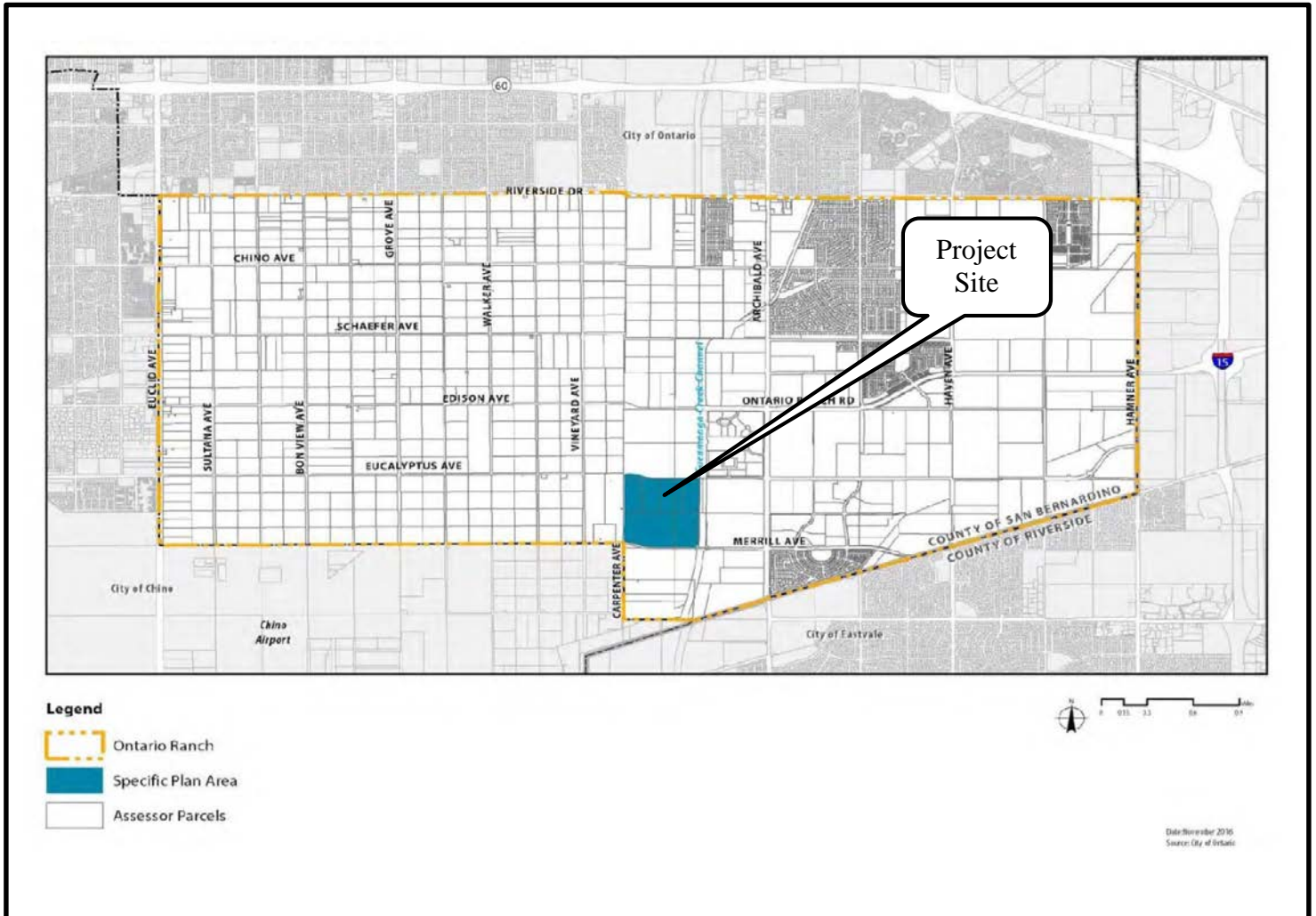


EXHIBIT "C"
TO DEVELOPMENT AGREEMENT

On April 24, 2018, the Planning Commission:

- a) Issued Resolution No. issued Resolution PC18-043 recommending City Council certification of the West Ontario Commerce Center Specific Plan EIR (SCH#2017041074).
- b) Issued Resolution PC18-045 recommending City Council approval of the West Ontario Commerce Center Specific Plan (File No. PSP16-002).

On July 3, 2018, the City Council:

- a) Issued Resolution 2018-092 to certifying West Ontario Commerce Center Specific Plan Environmental Impact Report (SCH#2017041074).
- b) Adopted Ordinance No. 3108 approving the West Ontario Commerce Center Specific Plan (PSP16-002).

On July 24, 2018, the Planning Commission:

- a) Issued Resolution No. 2018-075 for the approval of Tentative Tract Map 19738 (File No. PMTT17-011).
- b) Issued Resolution No. 2018-076 for the approval of Development Plan (File No. PDEV17-003).

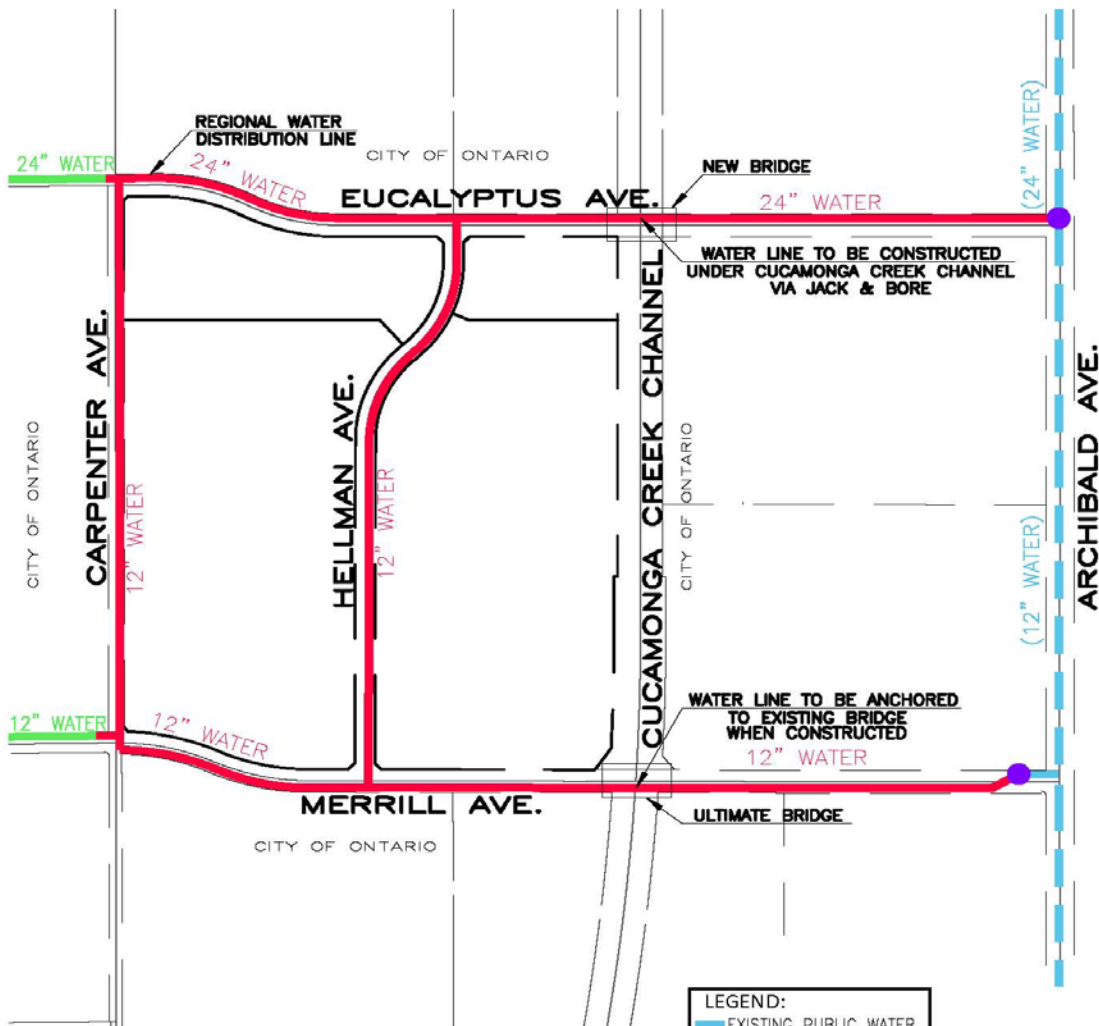
EXHIBIT “D”
TO DEVELOPMENT AGREEMENT
Existing Land Use Regulations

These documents are listed for reference only:

1. The West Ontario Commerce Center Specific Plan (File No. PSP16-002) Environmental Impact Report (SCH#2017041074), Resolution No. 2018-092.
2. The West Ontario Commerce Center Specific Plan (File No. PSP16-002, Ordinance No. 3108.
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 "F-1" REQUIRED UTILITY IMPROVEMENTS

EXHIBIT F-1
WATER UTILITY IMPROVEMENTS



LEGEND:

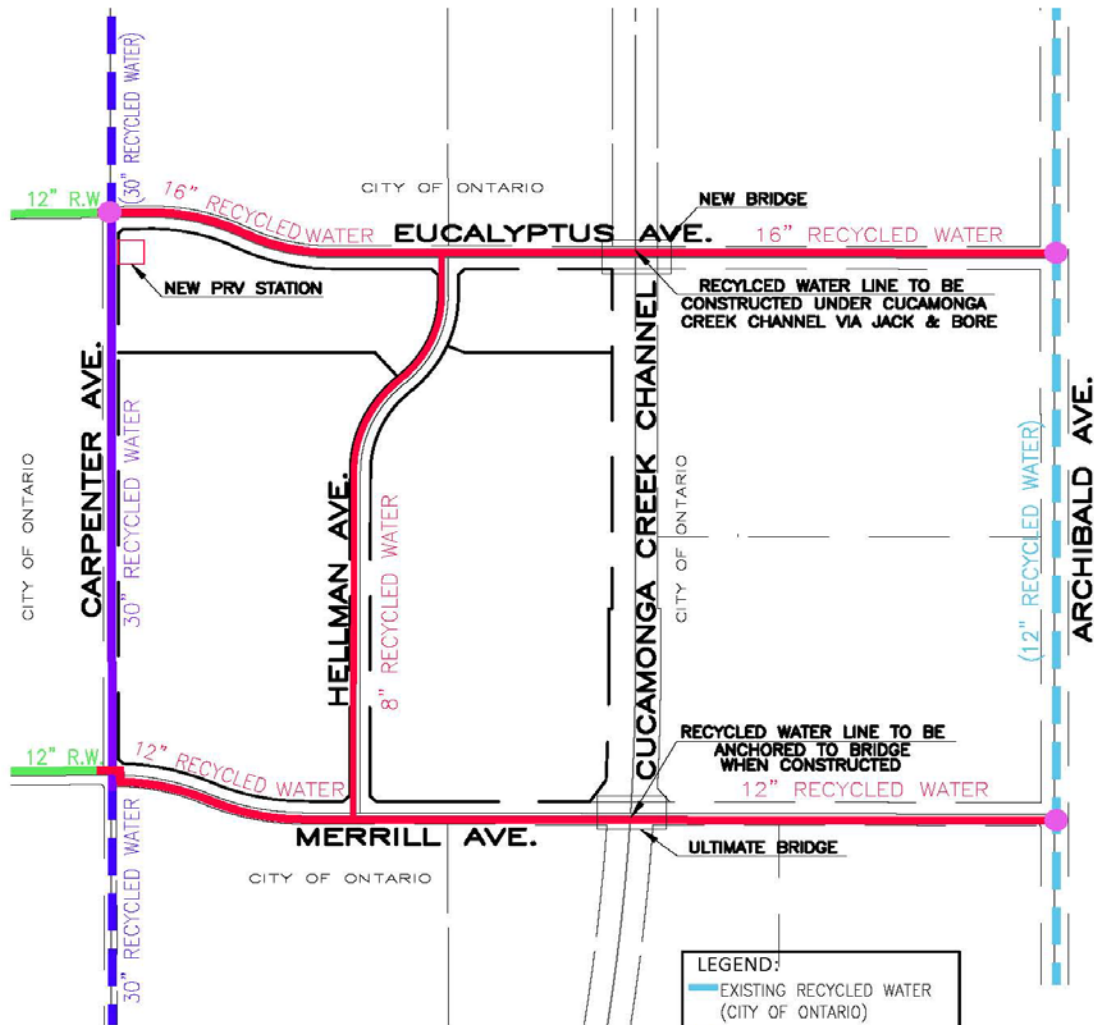
	EXISTING PUBLIC WATER (CITY OF ONTARIO)
	NEW PUBLIC WATER (CITY OF ONTARIO)
	POINT OF CONNECTION
	FUTURE PUBLIC WATER (CITY OF ONTARIO)

WestLAND Group, Inc.
 4150 CONCOURS, ONTARIO, CA 91764
 PHONE: (909) 989-3789 FAX: (909) 989-9660
 Land Surveyors • Civil Engineers • GIS



EXHIBIT "F-2" RECYCLED WATER UTILITY IMPROVEMENTS

EXHIBIT F-2
RECYCLED WATER UTILITY IMPROVEMENTS



LEGEND:

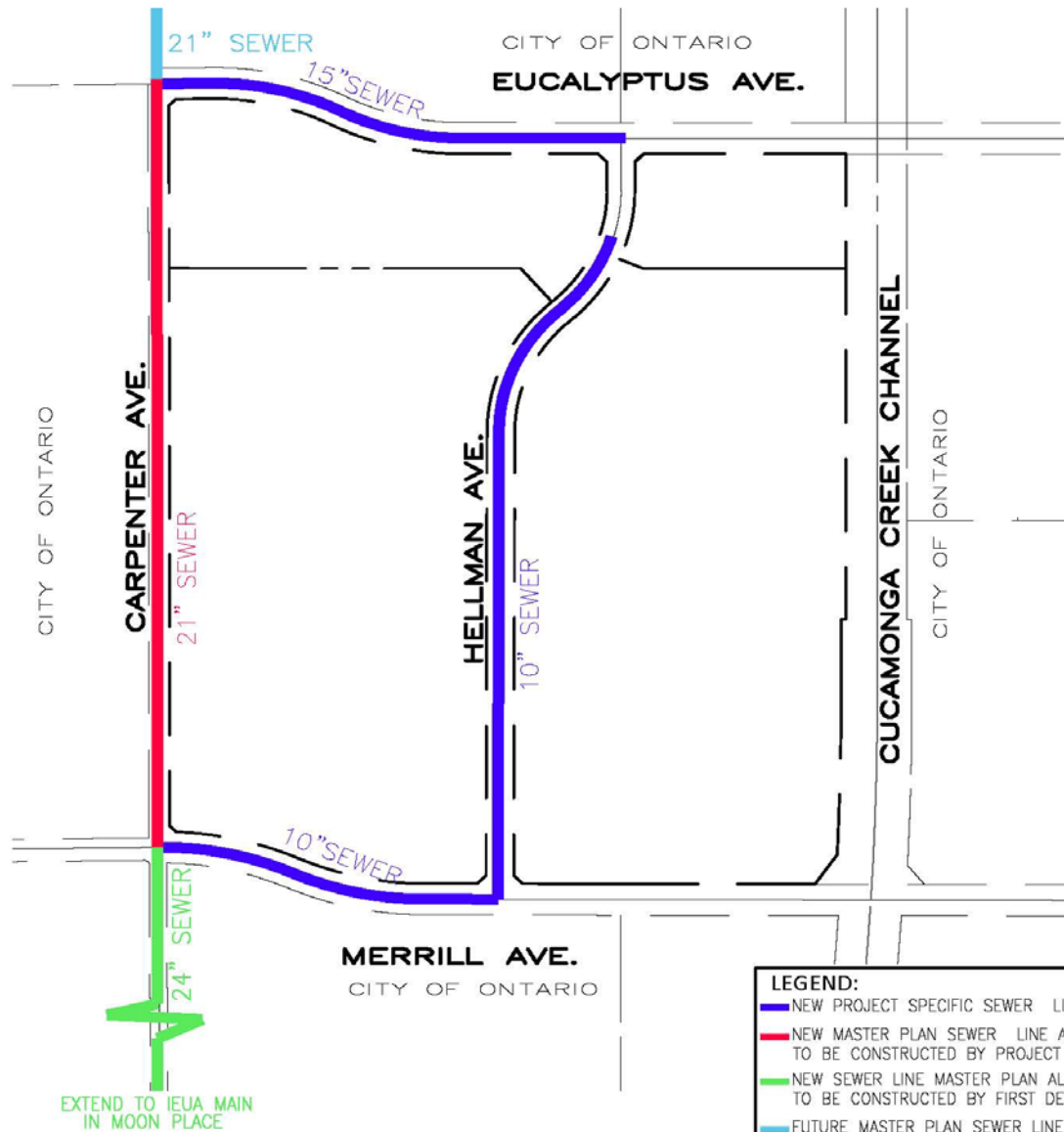
---	EXISTING RECYCLED WATER (CITY OF ONTARIO)
---	EXISTING RECYCLED WATER (IEUA)
---	NEW RECYCLED WATER (CITY OF ONTARIO)
---	FUTURE RECYCLED WATER (CITY OF ONTARIO)
---	RELOCATED RECYCLED WATER (IEUA)
●	POINT OF CONNECTION

WestLAND Group, Inc.
 4150 CONCOURS, ONTARIO, CA 91764
 PHONE: (909) 989-9789 FAX: (909) 989-9660
 Land Surveyors • Civil Engineers • GIS



EXHIBIT "F-3" SEWER IMPROVEMENTS

EXHIBIT F-3 SEWER IMPROVEMENTS



LEGEND:	
—	NEW PROJECT SPECIFIC SEWER LINE
—	NEW MASTER PLAN SEWER LINE ALIGNMENT TO BE CONSTRUCTED BY PROJECT
—	NEW SEWER LINE MASTER PLAN ALIGNMENT TO BE CONSTRUCTED BY FIRST DEVELOPER
—	FUTURE MASTER PLAN SEWER LINE (CITY OF ONTARIO)

WestLAND 4150 ODNOURS, ONTARIO, CA 91784
Group, Inc. PHONE: (909) 989-9789 FAX: (909) 989-9660
 Land Surveyors • Civil Engineers • GIS

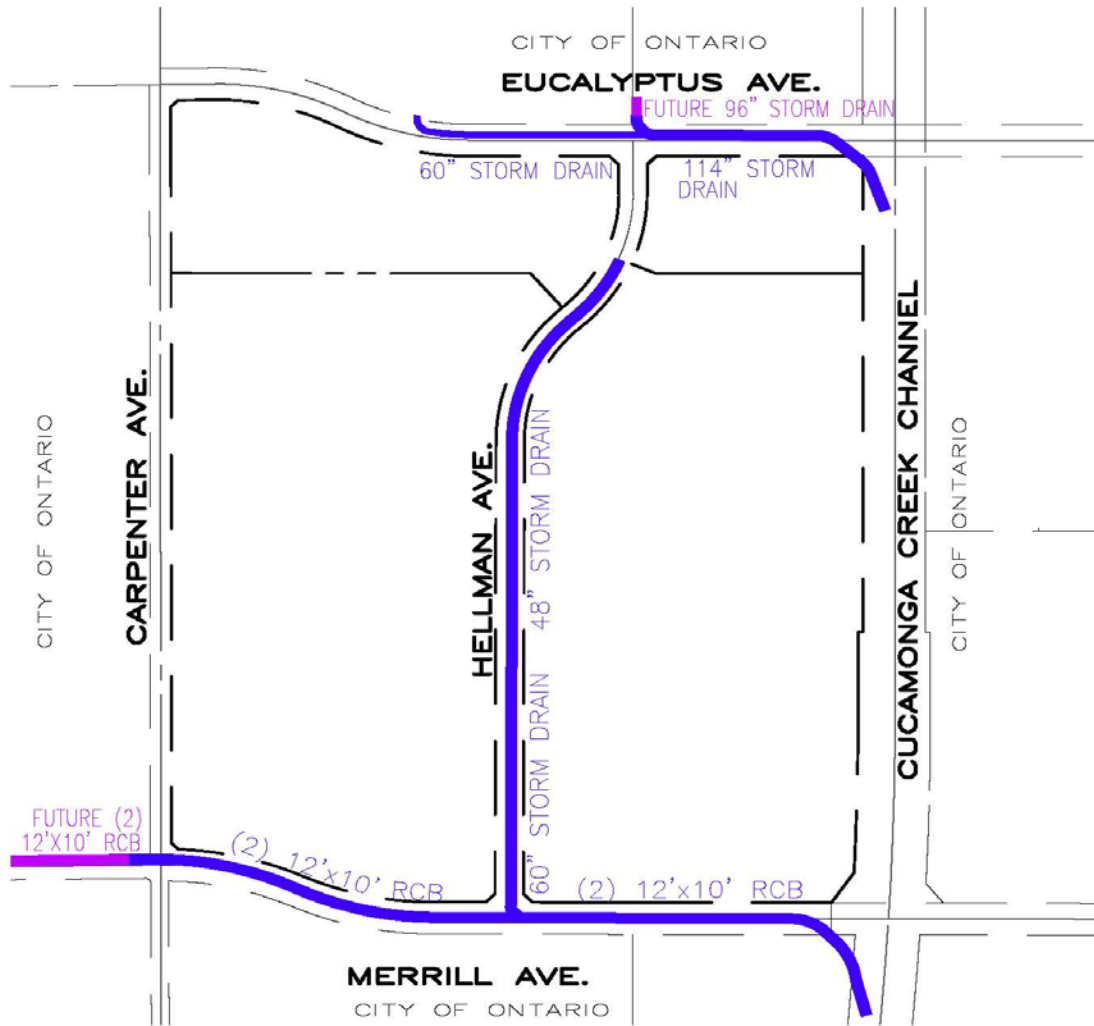
N.T.S.

West Ontario Commerce Center Specific Plan • Development Agreement • Parcel 19738

DATE: 06/06/2018

EXHIBIT "F-4" STORM DRAIN IMPROVEMENTS

EXHIBIT F-4
STORM DRAIN IMPROVEMENTS



LEGEND:
— NEW PUBLIC STORM DRAIN
— FUTURE PUBLIC STORM DRAIN

WestLAND Group, Inc.
 4150 CONCOURS, ONTARIO, CA 91764
 PHONE: (909) 989-8789 FAX: (909) 989-9660
 Land Surveyors • Civil Engineers • GIS

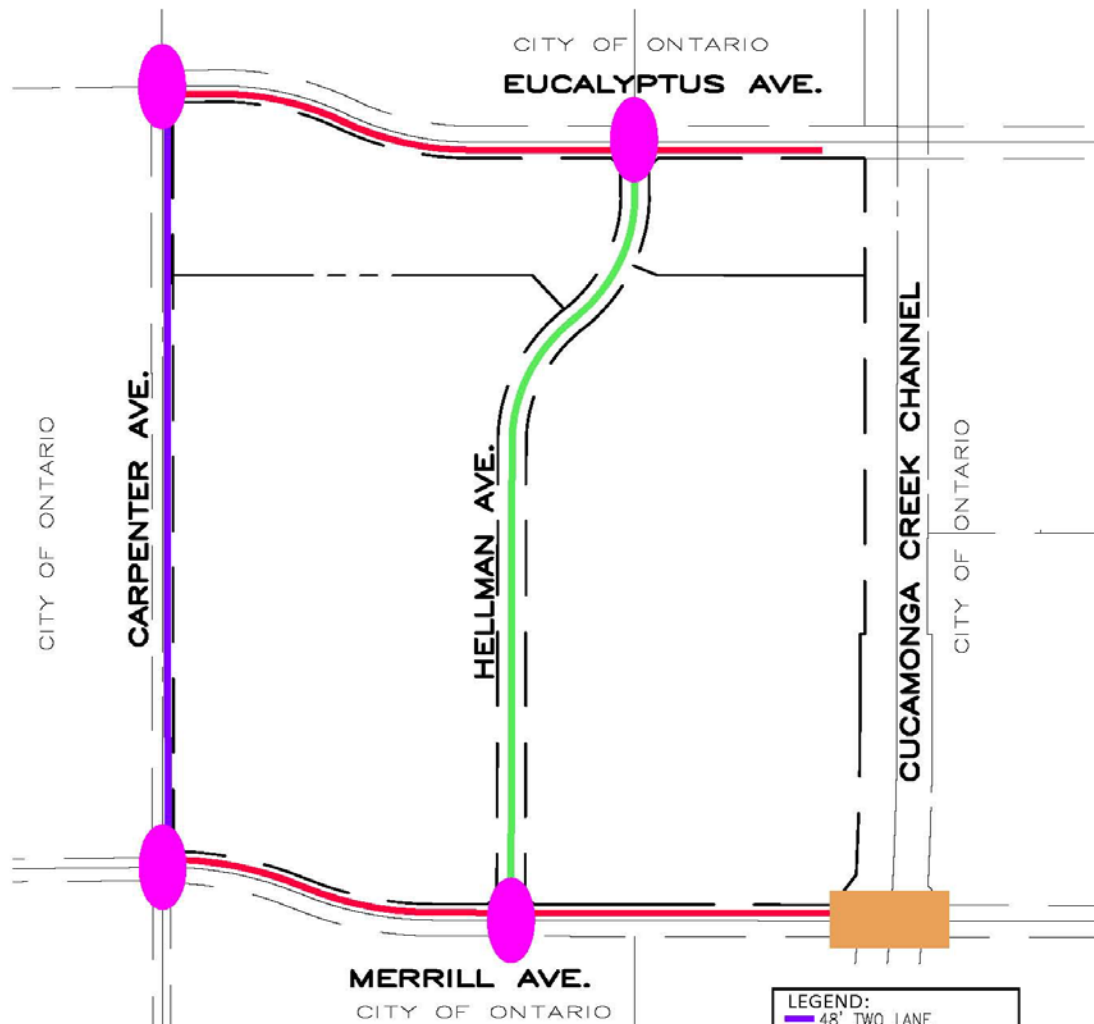
⊕ N.T.S.

West Ontario Commerce Center Specific Plan • Development Agreement • Parcel 19738

DATE: 06/06/2018

EXHIBIT "F-5A" STREET AND BRIDGE IMPROVEMENTS

DEVELOPMENT AGREEMENT
EXHIBIT F-5A
STREET AND BRIDGE IMPROVEMENTS



NOTES:

- ALL ACCESS POINTS SHALL CONFORM TO TRAFFIC & TRANSPORTATION GUIDELINES AND TO BE SUBJECT TO CITY APPROVAL.
- SEE PAGE 2 AND 3 FOR IMPROVEMENT LIMITS.
- SEE PAGE 6 FOR BRIDGE IMPROVEMENT LIMITS.
- TRAFFIC SIGNALS WILL BE INTERCONNECTED.
- WB-67 SHALL BE DESIGNED FOR VEHICLE TRUCK ACCESS AND MOVEMENTS.

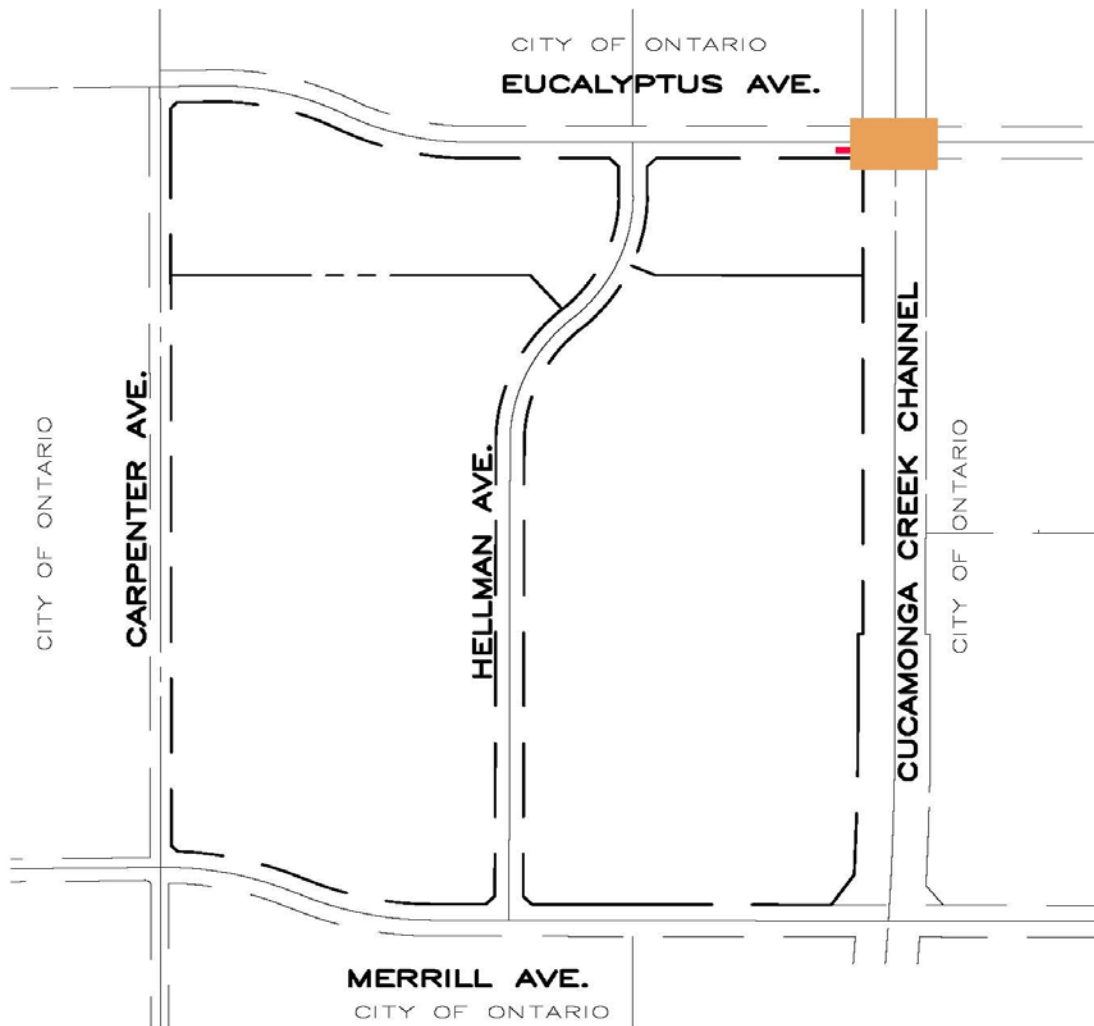
LEGEND:	
—	48' TWO LANE LOCAL INDUSTRIAL
—	64' COLLECTOR
—	84' FOUR LANE COLLECTOR
●	TRAFFIC SIGNAL
■	BRIDGE IMPROVEMENTS

WestLAND Group, Inc.
4150 CONCOURS, ONTARIO, CA 91764
PHONE: (908) 989-8789 FAX: (908) 989-9660
Land Surveyors • Civil Engineers • GIS

⊕ N.T.S.

EXHIBIT "F-5B STREET AND BRIDGE IMPROVEMENTS

EXHIBIT F-5B
STREET AND BRIDGE IMPROVEMENTS



NOTES:

- ALL ACCESS POINTS SHALL CONFORM TO TRAFFIC & TRANSPORTATION GUIDELINES AND TO BE SUBJECT TO CITY APPROVAL.
- SEE PAGE 7 FOR BRIDGE IMPROVEMENT LIMITS.
- SEE PAGE 2 AND 3 FOR IMPROVEMENT LIMITS.
- TRAFFIC SIGNALS WILL BE INTERCONNECTED.
- WB-67 SHALL BE DESIGNED FOR VEHICLE TRUCK ACCESS AND MOVEMENTS.

LEGEND:	
—	84' FOUR LANE COLLECTOR
	BRIDGE IMPROVEMENTS

WestLAND Group, Inc.
4150 CONCOURS, ONTARIO, CA 91764
 PHONE: (909) 988-9789 FAX: (909) 988-8060
 Land Surveyors • Civil Engineers • GIS

⊕ N.T.S.

EXHIBIT "F-5C"

MERRILL AVENUE BRIDGE WIDENING IMPROVEMENTS

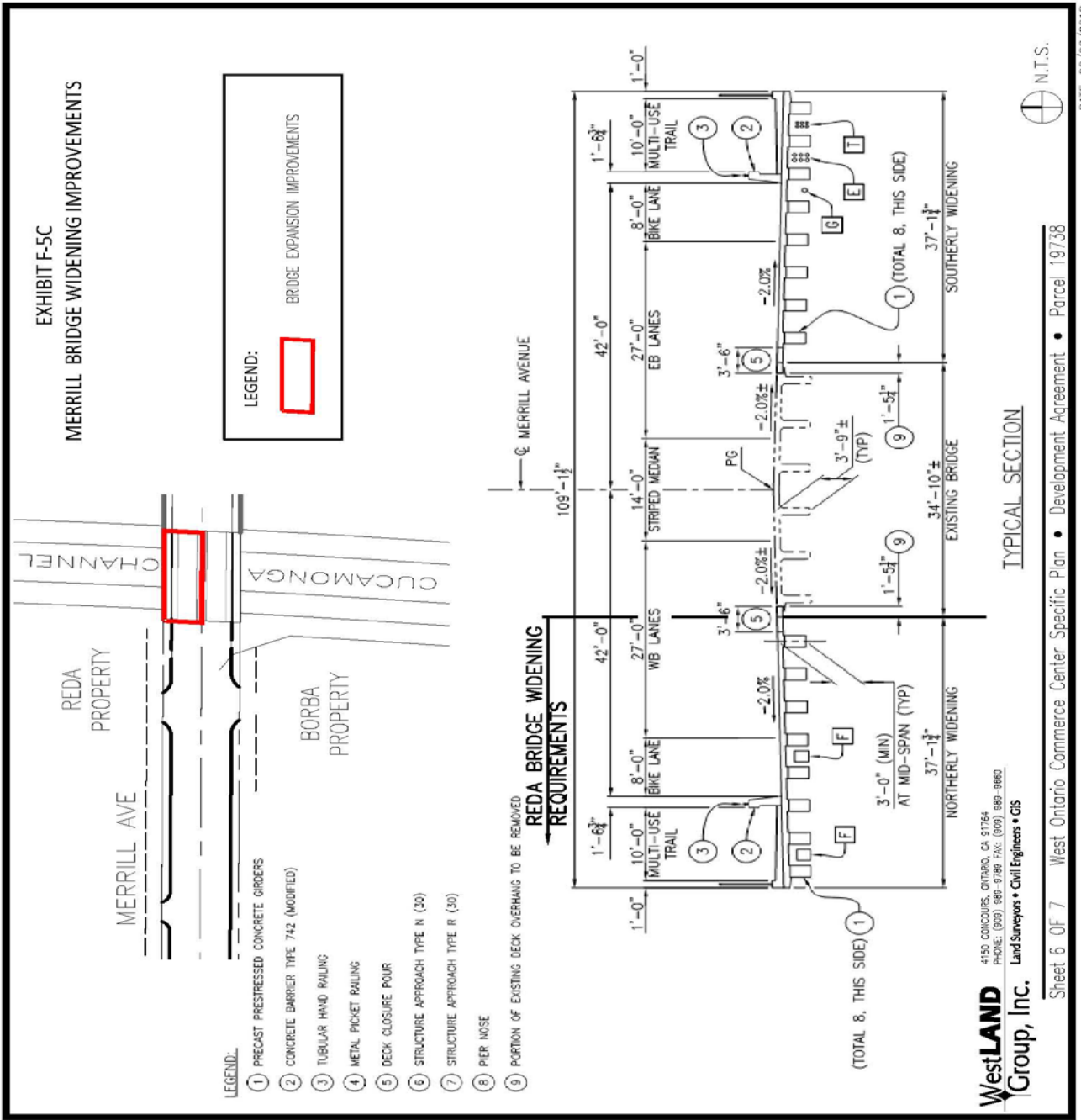
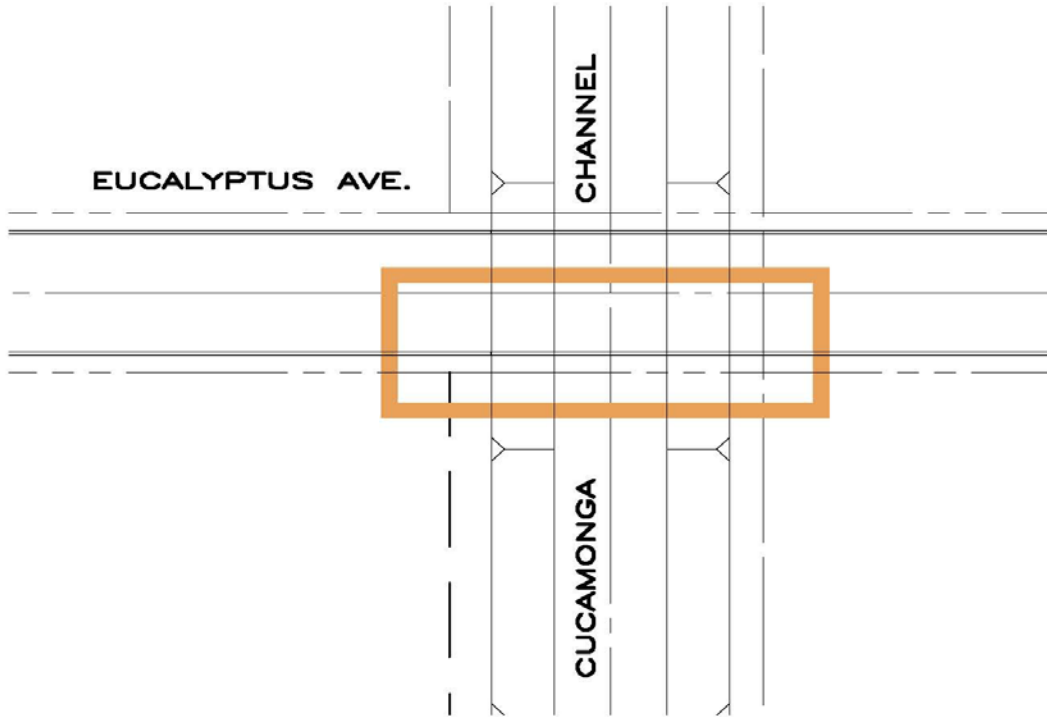


EXHIBIT "F-5D"
Eucalyptus Avenue Bridge Improvements

EXHIBIT F-5D
EUCALYPTUS BRIDGE IMPROVEMENTS



LEGEND:
 NEW BRIDGE IMPROVEMENTS

WestLAND
Group, Inc.

4150 CONCOLURS, ONTARIO, CA 91764
PHONE: (909) 889-9789 FAX: (909) 889-9060
Land Surveyors • Civil Engineers • GIS

 N.T.S.

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 _____, 2018, 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

<u>Phase 2</u>	<u>Water Availability Equivalency</u>	<u>Estimated Net MDD Available¹</u>
<u>Phase 2 A</u>		
<u>Supply & Storage</u>		
1. 1 - Additional Ground Water Well and Collection lines - Design and Construction	8,250 gpm ²	7,750 gpm²
<u>Pipelines (Transmission & Distribution)²</u>		
2. 925 Zone Transmission lines – Design and Construction		
3. Temporary Pressure Reducing Station ³ – Design and Construction		
<u>Phase 2B</u>		
<u>Supply & Storage</u>		
4. 1 – Additional Ground Water Well and Collection lines – Design and Construction	10,500 gpm ²	9,860 gpm²
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 Land Use	Potable Water			Recycled Water	
	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 "J"

FORM OF PLUME DISCLOSURE LETTER

C I T Y O F



O N T A R I O

ONTARIO MUNICIPAL UTILITIES COMPANY

PAUL S. LEON
MAYOR

DEBRA DORST-PORADA
MAYOR PRO TEM

ALAN D. WAPNER
JIM W. BOWMAN
RUBEN VALENCIA
COUNCIL MEMBERS

March 2017

AL C. BOLING
CITY MANAGER

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT BURTON
UTILITIES GENERAL MANAGER

**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.*

CITY OF ONTARIO

Agenda Report
August 21, 2018

SECTION:
PUBLIC HEARINGS

SUBJECT: A PUBLIC HEARING TO CONSIDER AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT (FILE NO. PDA17-002) BETWEEN THE CITY OF ONTARIO AND BROOKCAL ONTARIO, LLC, TO ESTABLISH THE TERMS FOR THE DEVELOPMENT OF TENTATIVE TRACT MAP 20081 (FILE NO. PMTT17-003) TO SUBDIVIDE 44.98 ACRES OF LAND INTO 76 NUMBERED LOTS AND 62 LETTERED LOTS FOR RESIDENTIAL AND COMMERCIAL USES, PUBLIC/PRIVATE STREETS, LANDSCAPE NEIGHBORHOOD EDGES AND COMMON OPEN SPACE PURPOSES FOR A PROPERTY LOCATED ON THE NORTHEAST CORNER OF ONTARIO RANCH ROAD AND HAVEN AVENUE, WITHIN THE MIXED USE DISTRICT PLANNING AREA 6A (REGIONAL COMMERCIAL AND STAND ALONE RESIDENTIAL OVERLAY) OF THE RICH HAVEN SPECIFIC PLAN (APNS: 218-211-02 and 218-211-05)

RECOMMENDATION: That the City Council introduce and waive further reading of an ordinance approving a Development Agreement (File No. PDA17-002, on file with the Records Management Department) between the City of Ontario and Brookcal Ontario, LLC, to establish the terms for the development of Tentative Tract Map 20081 (File No. PMTT17-003).

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

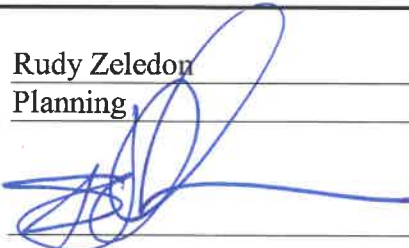
Operate in a Businesslike Manner

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

Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in Ontario Ranch

FISCAL IMPACT: The proposed Development Agreement will provide funding from a community facilities district for additional City services required to support the Rich Haven Specific Plan development, thereby mitigating the increased cost associated with such services. In addition, the City will receive public service funding fees plus development impact, compliance processing, licensing, and

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

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

Submitted to Council/O.H.A. 08/21/2018
Approved: _____
Continued to: _____
Denied: _____

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permitting fees. No Original Model Colony revenue will be used to support the Ontario Ranch development.

BACKGROUND: On December 4, 2007, the City Council approved the Rich Haven Specific Plan (File No. PSP05-004) and certified the Environmental Impact Report (EIR). The Specific Plan established the land use designations, development standards, and design guidelines for approximately 512 acres of land, which included the potential development of 4,256 residential units and 889,200 square feet of commercial/office.

In 2010, The Ontario Plan (TOP) was adopted by the City Council. TOP Policy Plan (General Plan) Land Use Plan (Policy Plan Exhibit LU-01) changed the land use designations within certain areas of the Rich Haven Specific Plan. To bring the Rich Haven Specific Plan into conformance with TOP Policy Plan, an amendment to the Rich Haven Specific Plan (File No. PSPA16-001) was processed and approved by the City Council on March 15, 2016. The Amendment included updates to the Rich Haven Specific Plan Land Use Plan, the housing product types, exhibits and language to reflect the proposed land use changes and overall TOP Policy Plan consistency.

In February 2018, the City Council approved an amendment (File No. PSPA16-005) to the Rich Haven Specific Plan to annex 72.3 acres of land located on the southeast corner of Haven Avenue and Ontario Ranch Road into the Mixed-Use district of the Rich Haven Specific Plan, including updates to the development standards, exhibits and text changes to reflect the proposed annexation and TOP Policy Plan compliance. With the annexation, the Specific Plan maximum residential unit count increased to 7,194 residential units.

The applicant, Brookcal Ontario, LLC, has submitted a Tentative Tract Map 20081 (File No. PMTT17-003) to subdivide 44.98 acres of land into 76 residential numbered lots and 62 lettered lots for residential and commercial uses, public/private streets, landscape neighborhood edges and common open space, within the Mixed Use District Planning Area 6A (Regional Commercial and Stand Alone Residential Overlay) of the Rich Haven Specific Plan.

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, Brookcal Ontario, LLC, has requested that the City enter into negotiations to create a Development Agreement (“Agreement”).

The Agreement proposes to include land located on the northeast corner of Ontario Ranch Road and Haven Avenue within the Mixed Use District Planning Area 6A (Regional Commercial and Stand Alone Residential Overlay) of the Rich Haven Specific Plan, as shown in **Exhibit A (Rich Haven Specific Plan – Land Use Map)**. The Agreement grants Brookcal Ontario, LLC, a vested right to develop Tentative Tract Map 20081, with the potential development of up to 485 residential units and 4.13 acres of commercial development, as long as Brookcal Ontario, LLC, complies with the terms and conditions of the Rich Haven Specific Plan and Environmental Impact Report.

The term of the Agreement is for ten years with a five year option. The main points of the Agreement address funding for all new City expenses created by the project which includes;

- Development Impact Fees (DIF) for construction of public improvements (i.e. streets and bridges, police, fire, open space/parks etc.);
- Public Service Funding to ensure adequate provisions of public services (police, fire and other public services);
- The creation of a Community Facilities District (CFD) for reimbursement of public improvements and maintenance of public facilities;
- The Park/Open Space Policy Plan requirement of five acres per 1,000 projected population through park dedication and/or the payment of in-lieu fees; and
- Public infrastructure improvements required to support the development of TT20081.

Other points addressed by the Agreement include provisions for affordable housing, as required by the Policy Plan, through construction, rehabilitation, or by paying an in-lieu fee, and satisfaction of the Mountain View Elementary School District and Chaffey High School District school facilities requirements.

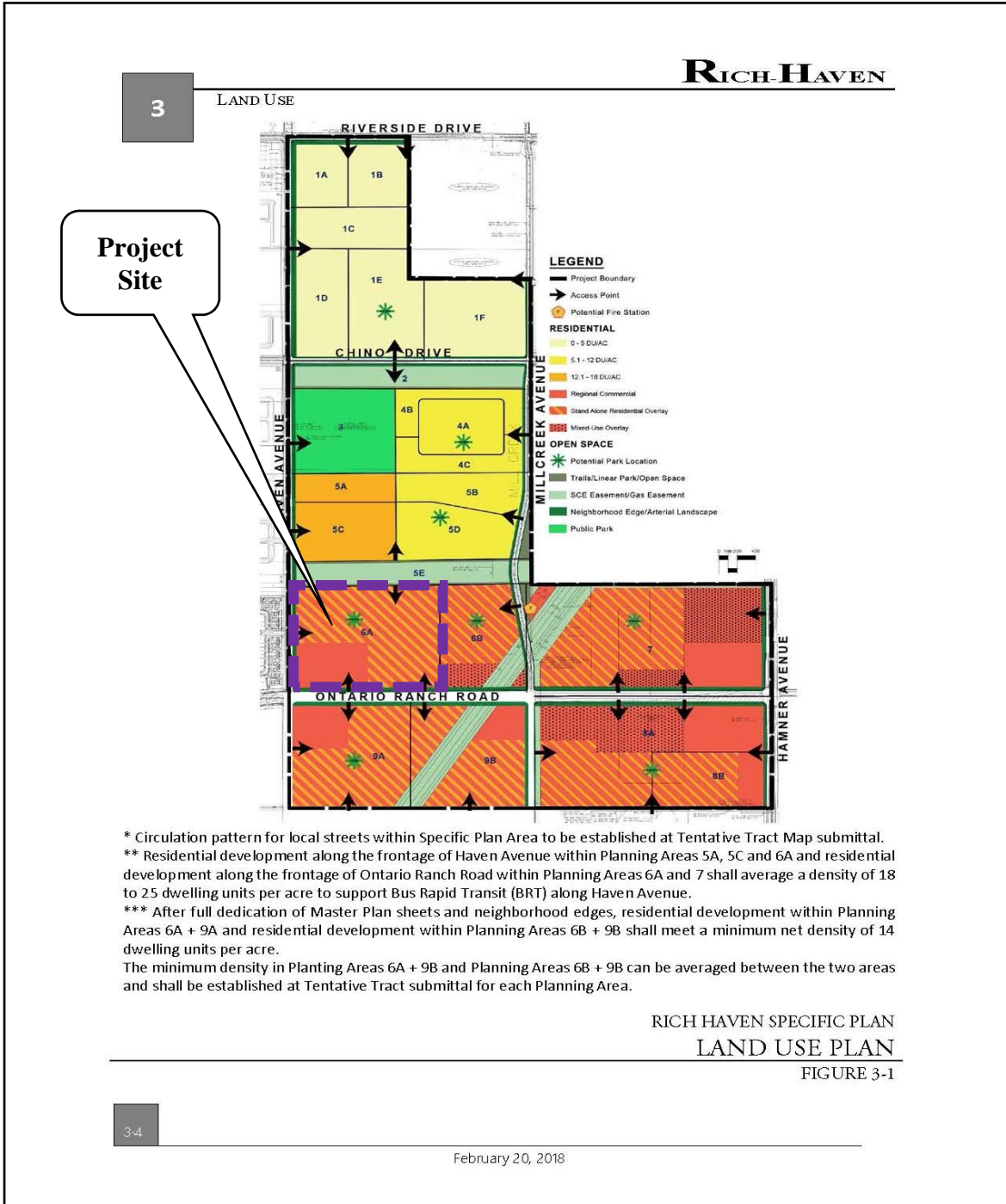
In considering the application at their meeting of July 24, 2018, the Planning Commission found that the Development Agreement was consistent with State law, The Ontario Plan, the City's Development Agreement policies, and other Development Agreements previously approved for Ontario Ranch developments and, with a 7 to 0 vote (Resolution No. PC18-070), recommended approval of the Development Agreement to the City Council.

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. The project site is one of the properties listed in the Available Land Inventory contained in Table A-3 (Available Land by Planning Area) of the Housing Element Technical Report Appendix, and allocates a total of 4,256 dwelling units for the Rich Haven Specific Plan and 1,524 dwelling units within the Moderate Income range (10-24 du/ac). The project is proposing 485 units within Moderate Income range consistent and within the specified ranges and unit counts allowed within the Available Land Inventory.

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

ENVIRONMENTAL REVIEW: The environmental impacts of this project were previously analyzed in an addendum to The Rich Haven Specific Plan (File No. PSP05-004) EIR (SCH# 2006051081) that was certified by the City Council on December 4, 2007 and an Addendum to The Ontario Plan (File No. PGPA06-001) EIR (SCH# 2008101140) certified by City Council on January 27, 2010. This application is consistent with the previously adopted EIR and introduces no new significant environmental impacts. All previously adopted mitigation measures shall be a condition of project approval and are incorporated herein by reference.

EXHIBIT "A" RICH HAVEN SPECIFIC PLAN



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND BROOKCAL ONTARIO, LLC, TO ESTABLISH THE TERMS FOR THE DEVELOPMENT OF TENTATIVE TRACT MAP 20081 (FILE NO. PMTT17-003) TO SUBDIVIDE 44.98 ACRES OF LAND INTO 76 NUMBERED LOTS AND 62 LETTERED LOTS FOR RESIDENTIAL AND COMMERCIAL USES, PUBLIC/PRIVATE STREETS, LANDSCAPE NEIGHBORHOOD EDGES AND COMMON OPEN SPACE PURPOSES FOR A PROPERTY LOCATED ON THE NORTHEAST CORNER OF ONTARIO RANCH ROAD AND HAVEN AVENUE, WITHIN THE MIXED USE DISTRICT PLANNING AREA 6A (REGIONAL COMMERCIAL AND STAND ALONE RESIDENTIAL OVERLAY) OF THE RICH HAVEN SPECIFIC PLAN, AND MAKING FINDINGS IN SUPPORT THEREOF—APNS: 0218-211-02 AND 0218-211-05.

WHEREAS, CALIFORNIA GOVERNMENT CODE SECTION 65864 NOW provides, in pertinent part, as follows:

“The Legislature finds and declares that:

(a) The lack of certainty in the approval process of development projects can result in a waste of resources, escalate the cost of housing and other developments to the consumer, and discourage investment in and commitment to comprehensive planning which would make maximum efficient utilization of resources at the least economic cost to the public.

(b) Assurance to the Applicant for a development project that upon approval of the project, the Applicant may proceed with the project in accordance with existing policies, rules and regulations, and subject to conditions of approval, will strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic costs of development.”

WHEREAS, California Government Code Section 65865 provides, in pertinent part, as follows:

“Any city ... may enter into a Development Agreement with any person having a legal or equitable interest in real property for the development of such property as provided in this article ...”

WHEREAS, California Government Code Section 65865.2. provides, in part, as follows:

“A Development Agreement shall specify the duration of the Agreement, the permitted uses of the property, the density of intensity of use, the maximum height and size of proposed buildings, and provisions for reservation or dedication of land for public purposes. The Development Agreement may include conditions, terms, restrictions, and requirements for subsequent discretionary actions, provided that such conditions, terms, restrictions, and requirements for discretionary actions shall not prevent development of the land for the uses and to the density of intensity of development set forth in this Agreement ...”

WHEREAS, on April 4, 1995, the City Council of the City of Ontario adopted Resolution No. 95-22 establishing procedures and requirements whereby the City of Ontario may consider Development Agreements; and

WHEREAS, on September 10, 2002, the City Council of the City of Ontario adopted Resolution No. 2002-100 which revised the procedures and requirements whereby the City of Ontario may consider Development Agreements; and

WHEREAS, attached to this Ordinance, marked Attachment “A” and incorporated herein by this reference, is the proposed Development Agreement between the City of Ontario and Brookcal Ontario, LLC, for the potential development of up to 485 residential units (File No. PMTT17-003/TT 20081) and 4.13 acres of commercial development on 44.98 acres of land located on the northeast corner of Ontario Ranch Road and Haven Avenue, within the Mixed Use District Planning Area 6A (Regional Commercial and Stand Alone Residential Overlay) of the Rich Haven Specific Plan and as legally described in the attached Development Agreement. Hereinafter in this Ordinance, the Development Agreement is referred to as the “Development Agreement”; and

WHEREAS, on October 23, 2007, the Planning Commission of the City of Ontario conducted a duly noticed public hearing and issued Resolution No. PC07-125 recommending City Council certification of the Rich-Haven EIR and Issued Resolution No. PC07-127 recommending to City Council approval of the Rich-Haven Specific Plan (File No. PSP05-004); and

WHEREAS, on December 4, 2007, the City Council of the City of Ontario conducted a duly noticed public hearing and issued Resolution No. 2007-145 to certify the Rich-Haven Specific Plan EIR (SCH #2006051081); and

WHEREAS, on December 4, 2007, the City Council of the City of Ontario conducted a duly noticed public hearing and adopted Ordinance No. 2884 approving the Rich-Haven Specific Plan; and

WHEREAS, on February 23, 2016, the Planning Commission of the City of Ontario conducted a duly noticed public hearing and issued Resolution No. PC16-003 recommending City Council adoption of an Addendum to the Rich-Haven EIR and Issued Resolution No. PC16-004 recommending to City Council approval of the Rich-Haven Specific Plan Amendment (File No. PSPA16-001); and

WHEREAS, on March 15, 2016, the City Council of the City of Ontario conducted a duly noticed public hearing and issued Resolution No. 2016-024 for the adoption of an Addendum (File No. PSPA16-001) to the Rich-Haven Specific Plan EIR; and

WHEREAS, on March 15, 2016, the City Council of the City of Ontario conducted a duly noticed public hearing and issued Resolution No. 2016-025 approving an Amendment (File No. PSPA16-001) to the Rich-Haven Specific Plan; and

WHEREAS, on January 23, 2018, the Planning Commission of the City of Ontario conducted a duly noticed public hearing and issued Resolution PC18-014 recommending City Council adoption of an Addendum to the Rich-Haven EIR and issued Resolution PC18-015 recommending to City Council approval of the Rich-Haven Specific Plan Amendment (File No. PSPA16-005); and

WHEREAS, on February 20, 2018, the City Council of the City of Ontario conducted a duly noticed public hearing and issued Resolution No. 2018-017 for the adoption of an Addendum (File No. PSPA16-005) to the Rich-Haven Specific Plan EIR; and

WHEREAS, on February 20, 2018, the City Council of the City of Ontario conducted a duly noticed public hearing and issued Resolution No. 2018-018 approving an Amendment (File No. PSPA16-005) to the Rich-Haven Specific Plan; and

WHEREAS, the Application is a project pursuant to the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) ("CEQA"); and

WHEREAS, the environmental impacts of this project were previously analyzed in an addendum to The Rich Haven Specific Plan (File No. PSP05-004) EIR (SCH# 2006051081) that was certified by the City Council on December 4, 2007, and an Addendum to The Ontario Plan (File No. PGPA06-001) EIR (SCH# 2008101140) certified by City Council on January 27, 2010. This application is consistent with the previously adopted EIR and introduces no new significant environmental impacts. All previously adopted mitigation measures shall be a condition of project approval and are incorporated herein by reference; and

WHEREAS, on July 24, 2018 the Planning Commission of the City of Ontario conducted a hearing to consider the Agreement and concluded said hearing on that date. After considering the public testimony, the Planning Commission voted 7 to 0 to recommend approval (Resolution No. PC18-070) of the Development Agreement to the City Council; and

WHEREAS, on August 21, 2018, the City Council of the City of Ontario conducted a public hearing to consider the Agreement and concluded said hearing on that date; and

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

NOW, THEREFORE, it is hereby found, determined, and ordained by the City Council of the City of Ontario as follows:

SECTION 1. ***Environmental Determination and Findings.*** As the decision-making body for the Project, the City Council has reviewed and considered the information contained in the previously adopted Rich-Haven Specific Plan EIR (SCH# 2006051081) and supporting documentation. Based upon the facts and information contained in the Rich-Haven Specific Plan EIR (SCH# 2006051081) and supporting documentation, the City Council finds as follows:

a. The previous Rich-Haven Specific Plan EIR (SCH# 2006051081) contains a complete and accurate reporting of the environmental impacts associated with the Project; and

b. The previous Rich-Haven Specific Plan EIR (SCH# 2006051081) was completed in compliance with CEQA and the Guidelines promulgated thereunder; and

c. The previous Rich-Haven Specific Plan EIR (SCH# 2006051081) reflects the independent judgment of the City Council; and

d. All previously adopted mitigation measures, which are applicable to the Project, shall be a condition of Project approval and are incorporated herein by reference; and

e. The proposed project will introduce no new significant environmental impacts beyond those previously analyzed in the previous Rich-Haven Specific Plan EIR (SCH# 2006051081), and all mitigation measures previously adopted with the Rich-Haven Specific Plan EIR (SCH# 2006051081), are incorporated herein by this reference.

SECTION 2. ***Subsequent or Supplemental Environmental Review Not Required.*** Based on the information presented to the City Council, and the specific findings set forth in Section 1, above, the City Council finds that the preparation of a subsequent or supplemental to the Rich-Haven Specific Plan EIR (SCH# 2006051081) is not required for the Project, as the Project:

(1) Does not constitute substantial changes to the Rich-Haven Specific Plan EIR (SCH# 2006051081) that will require major revisions to the Rich-Haven Specific Plan EIR (SCH# 2006051081) 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 Rich-Haven Specific Plan EIR (SCH# 2016111009) was prepared, that will require major revisions to the Rich-Haven Specific Plan EIR (SCH# 2006051081) 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 Rich-Haven Specific Plan EIR (SCH# 2006051081) was certified/adopted, that shows any of the following:

(a) The project will have one or more significant effects not discussed in the Rich-Haven Specific Plan EIR (SCH# 2006051081); or

(b) Significant effects previously examined will be substantially more severe than shown in the Rich-Haven Specific Plan EIR (SCH# 2006051081); 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 Rich-Haven Specific Plan EIR (SCH# 2006051081) would substantially reduce one or more significant effects on the environment, but which the City declined to adopt.

SECTION 3. *Housing Element Consistency.* Pursuant to the requirements of California Government Code Chapter 3, Article 10.6, commencing with Section 65580, as the decision-making body for the Project, the City Council finds that based on the facts and information contained in the Application and supporting documentation, at the time of Project implementation, the project is consistent with the Housing Element of the Policy Plan (General Plan) component of The Ontario Plan. The project site is one of the properties listed in the Available Land Inventory contained in Table A-3 (Available Land by Planning Area) of the Housing Element Technical Report Appendix, and allocates a total of 4,256 dwelling units for the Rich Haven Specific Plan and 1,524 dwelling units within the Moderate Income range (10-24 du/ac). The project is proposing 485 units within Moderate Income range consistent and within the specified ranges and unit counts allowed within the Available Land Inventory.

SECTION 4. *Ontario International Airport Land Use Compatibility Plan (“ALUCP”) Compliance.* The California State Aeronautics Act (Public Utilities Code Section 21670 et seq.) requires that an Airport Land Use Compatibility Plan be prepared for all public use airports in the State; and requires that local land use plans and individual development proposals must be consistent with the policies set forth in the adopted Airport Land Use Compatibility Plan. On April 19, 2011, the City Council of the City of Ontario approved and adopted the Ontario International Airport Land Use Compatibility Plan (“ALUCP”), establishing the Airport Influence Area for Ontario International Airport (“ONT”), which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and limits future land uses and development within the Airport Influence Area, as they relate to noise, safety, airspace protection, and overflight impacts of current and future airport activity. As the decision-making body for the Project, the City Council has reviewed and considered the facts and information contained in the Application and supporting documentation against the ALUCP compatibility factors, including [1] Safety Criteria (ALUCP Table 2-2) and Safety Zones (ALUCP Map 2-2),

[2] Noise Criteria (ALUCP Table 2-3) and Noise Impact Zones (ALUCP Map 2-3), [3] Airspace protection Zones (ALUCP Map 2-4), and [4] Overflight Notification Zones (ALUCP Map 2-5). As a result, the City Council, therefore, finds and determines that the Project, when implemented in conjunction with the conditions of approval, will be consistent with the policies and criteria set forth within the ALUCP.

SECTION 5. *Concluding Facts and Reasons.* Based upon the substantial evidence presented to the City Council during the above-referenced hearing, and upon the specific findings set forth in Section 1 through 4, above, the City Council hereby concludes as follows:

a. The Development Agreement applies to 44.98 acres of land located on the northeast corner of Ontario Ranch Road and Haven Avenue, within the Mixed Use District Planning Area 6A (Regional Commercial and Stand Alone Residential Overlay) of the Rich Haven Specific Plan, and is presently vacant; and

b. WHEREAS, the property to the north of the Project Site is within the SCE Utility Easement and is presently used for as utility corridor with transmission towers. The properties to the east are within Planning Area 6B (Regional Commercial/Mixed Use) of the Rich-Haven Specific Plan, and is presently vacant and previously used for dairy and agricultural uses and are developed with residential and agricultural land uses. The property to the south is within Planning Areas 9A and 9B (Regional Commercial/Mixed Use) of the Rich-Haven Specific Plan, and is presently vacant and previously used for dairy and agricultural uses. The property to the west is within the Planning Area 10A of The Avenue Specific Plan and is developed with single family homes; and

c. The Development Agreement establishes parameters for the development of Tentative Tract Map 20081 within the Mixed Use District Planning Area 6A (Regional Commercial and Stand Alone Residential Overlay) of the Rich Haven Specific Plan for the potential development of 485 residential units. The Development Agreement also grants Brookcal Ontario, LLC, the right to develop, the ability to quantify the fees; and establish the terms and conditions that apply to those projects. These terms and conditions are consistent with The Ontario Plan Policy Plan (General Plan), design guidelines and development standards for the Rich Haven Specific Plan; and

d. The Development Agreement focuses on Tentative Tract Map 20081 that proposes to subdivide 44.98 acres of land into 76 numbered lots and 62 lettered lots for residential and commercial uses, public/private streets, landscape neighborhood edges and common open space purposes for a property located on the northeast corner of Ontario Ranch Road and Haven Avenue, within the Mixed Use District Planning Area 6A (Regional Commercial and Stand Alone Residential Overlay) of the Rich Haven Specific Plan; and

e. The Development Agreement will provide for the development of up to 485 single family units as established for Mixed Use District Planning Area 6A (Regional Commercial and Stand Alone Residential Overlay) of the Rich Haven Specific Plan; and

f. The Development Agreement has been prepared in conformance with the goals and policies of The Ontario Plan Policy Plan (General Plan); and

g. The Development Agreement does not conflict with the Land Use Policies of The Ontario Plan Policy Plan (General Plan) and will provide for development, within the district, in a manner consistent with the Policy Plan and with related development; and

h. This Development Agreement will promote the goals and objectives of the Land Use Element of the Policy Plan; and

i. This Development Agreement will not be materially injurious or detrimental to the adjacent properties and will have a significant impact on the environment or the surrounding properties. The environmental impacts of this project were previously analyzed in an addendum to The Rich Haven Specific Plan (File No. PSP05-004) EIR (SCH# 2006051081) that was certified by the City Council on December 4, 2007 and an Addendum to The Ontario Plan (File No. PGPA06-001) EIR (SCH# 2008101140) certified by City Council on January 27, 2010. This application is consistent with the previously adopted EIR and introduces no new significant environmental impacts. All previously adopted mitigation measures shall be a condition of project approval and are incorporated herein by reference; and

j. All adopted mitigation measures of the related EIR shall be a condition of project approval and are incorporated herein by reference.

SECTION 6. City Council Action. Based upon the findings and conclusions set forth in paragraphs 1, 2, 3, 4, and 5 above, the City Council hereby APPROVES the Development Agreement (Attachment "A") subject to each and every condition set forth in the Rich-Haven Specific Plan and EIR, incorporated by this reference.

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

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

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

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

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

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

PASSED, APPROVED, AND ADOPTED this ____ day of _____ 2018.

PAUL S. LEON, MAYOR

ATTEST:

SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Ordinance No. _____ was duly introduced at a regular meeting of the City Council of the City of Ontario held August 21, 2018 and adopted at the regular meeting held _____, 2018 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

SHEILA MAUTZ, CITY CLERK

(SEAL)

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

SHEILA MAUTZ, CITY CLERK

(SEAL)

ATTACHMENT A:

**Development Agreement
Between
The City of Ontario and Brookcal Ontario, LLC
File No. PDA17-002
(*Document follows this page*)**

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

City of Ontario
303 East "B" Street
Ontario California, California 91764
Attn: City Clerk

Exempt from Fees Per Gov. Code § 6301

Space above this line for Recorder's Use Only

DEVELOPMENT AGREEMENT

By and Between

City of Ontario, a California municipal corporation,

and

BrookCal Ontario, LLC

a California limited liability company

_____, **2018**

San Bernardino County, California

DEVELOPMENT AGREEMENT NO. PDA17-002

This Development Agreement (hereinafter "Agreement") is entered into effective as of the ____ day of _____, 2018 by and among the City of Ontario, a California municipal corporation (hereinafter "CITY"), and BrookCal Ontario, LLC, California 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

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 The Rich Haven Specific Plan (State Clearinghouse No. 2006051081 (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 Rich Haven 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, the property developer/owners are made aware of the South Archibald Trichloroethylene (TCE) Plume Disclosure Letter (Exhibit "G"). 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 amendments thereto and "Construction Agreement Amendment" means that First Amended and Restated Agreement for the Financing and Construction of Limited Infrastructure Improvements to Serve and

Easterly Portion of the New Model Colony entered into between the CITY and NMC Builders as of the 21st day of August 2012.

1.1.4 "Development" means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of public infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping. "Development" does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

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

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

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

1.1.7 "Development Impact Fee" means a monetary exaction, other than a tax or special assessment, whether characterized as a fee or a tax and whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project, and, for purposes of this Agreement only, includes fees collected under development agreements adopted pursuant to Article 2.5 of the Government Code (commencing with Section 65864) of Chapter 4 For purposes of this Agreement only, "Development Impact Fee" shall not include processing fees and charges imposed by CITY to cover the estimated actual costs to CITY of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued, including, without limitation, fees for zoning variances; zoning changes; use

permits; building inspections; building permits; filing and processing applications and petitions filed with the local agency formation commission or conducting preliminary proceedings or proceedings under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Division 3 (commencing with Section 56000) of Title 5 of the Government Code; the processing of maps under the provisions of the Subdivision Map Act, Division 2 (commencing with Section 66410) of Title 7 of the Government Code; or planning services under the authority of Chapter 3 (commencing with Section 65100) of Division 1 of Title 7 of the Government Code, fees and charges as described in Sections 51287, 56383, 57004, 65104, 65456, 65863.7, 65909.5, 66013, 66014, and 66451.2 of the Government Code, Sections 17951, 19132.3, and 19852 of the Health and Safety Code, Section 41901 of the Public Resources Code, and Section 21671.5 of the Public Utilities Code, as such codes may be amended or superseded, including by amendment or replacement.

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

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

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

1.1.11 “Existing Land Use Regulations” means all Land Use regulations in effect on the Effective Date. Existing Land Use regulations includes the regulations incorporated herein as Exhibit “D” and all other land use regulations that are in effect and a matter of public record on the Effective Date.

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

1.1.13 “Improvement” or “Improvements” means those public improvements required to support the development of the Project as described in the Tract Map conditions for Tract No. 20018 and 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 "Model Units" means a maximum of twenty-three (23) model units, private common recreation facilities and sales facilities constructed by OWNER prior to the construction of any Production units and not offered for sale and occupancy for a period of time after the issuance of permits for Production Units.

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

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

1.1.19 "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.

1.1.20 "Property" means the real property described on Exhibit "A" and shown on Exhibit "B" to this Agreement.

1.1.21 "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.

1.1.22 "Specific Plan" means that certain specific plan adopted by the City Council, and entitled, "Rich Haven Specific Plan."

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

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

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

1.1.26 “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 a final tract map or parcel map shall be based upon water demand factors and assumptions listed in the Construction Agreement and Construction Agreement Amendment as “Water Availability Equivalents by Land Use” for each land use category.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit “A” — Legal Description of the Property.

Exhibit “B” — Map showing Property and its location.

Exhibit “C” — Existing Development Approvals.

Exhibit “D” — Existing Land Use Regulations.

Exhibit “E” — (Not Used)

Exhibit “F” — Infrastructure Improvements Exhibits

Exhibit F-1 – Storm Drain Improvements

Exhibit F-2 - Sewer Improvements

Exhibit F-3 Water and Recycled Water Improvements

Exhibit F-4 Fiber Optic Communications System Improvements

Exhibit F-5 Street Improvements

Exhibit “G” - Form of Plume 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) In non-mixed use projects, the OWNER shall have obtained, as applicable, building permits for at least seventy percent (70%) of the actual number of residential units permitted under this Agreement; and

(c) OWNER is not then in uncured default of this Agreement.

2.4 Assignment.

2.4.1 Right to Assign. OWNER shall have the right to sell, transfer or assign the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, et seq.), to any person, partnership, limited liability company, joint venture, firm or corporation at any time during the term of this Agreement; provided, however, that any such sale, transfer or assignment shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement and be made in strict compliance with the following:

(a) No sale, transfer or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer or assignment of all or a part of the Property. OWNER may be required to provide disclosure that the Property is within the South Archibald Trichloroethylene (TCE) Plume. OWNER may wish to provide the attached Disclosure Letter (Exhibit G) as part of the Real Estate Transfer Disclosure requirements under California Civil Code Section 1102 et seq.

(b) Concurrent with any such sale, transfer or assignment, or within fifteen (15) business days thereafter, OWNER shall notify CITY's City Manager, in writing, of such sale, transfer or assignment and shall provide CITY with: (1) an executed agreement, in a form reasonably acceptable to CITY, by the purchaser, transferee or assignee and providing therein that the purchaser, transferee or assignee expressly and unconditionally assumes all the duties and obligations of OWNER under this Agreement with respect to the portion of the Property so sold, transferred or

assigned; and (2) the payment of the applicable processing charge to cover the CITY's review and consideration of such sale, transfer or assignment.

(c) Any sale, transfer or assignment not made in strict compliance with the foregoing conditions shall constitute a default by OWNER under this Agreement. Notwithstanding the failure of any purchaser, transferee or assignee to execute the agreement required by Paragraph (b) of this Subsection 2.4.1, the burdens of this Agreement shall be binding upon such purchaser, transferee or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee or assignee until and unless such agreement is executed. The City Manager shall have the authority to review, consider and either approve, conditionally approve, or deny any proposed sale, transfer or assignment that is not made in compliance with this section 2.4.

2.4.2 Release of Transferring Owner. Notwithstanding any sale, transfer or assignment, a transferring OWNER shall continue to be obligated under this Agreement unless such transferring owner is given a release in writing by CITY, which release shall be provided by CITY upon the full satisfaction by such transferring owner of the following conditions:

(a) OWNER no longer has a legal or equitable interest in all or any part of the portion of the Property sold, transferred or assigned.

(b) OWNER is not then in default under this Agreement.

(c) OWNER has provided CITY with the notice and executed agreement required under Paragraph (b) of Subsection 2.4.1 above.

(d) The purchaser, transferee or assignee provides CITY with security equivalent to any security previously provided by OWNER to secure performance of its obligations hereunder.

2.4.3 Effect of Assignment and Release of Obligations. In the event of a sale, transfer or assignment pursuant to the provisions of Section 2.4.2 above:

(a) The assignee shall be liable for the performance of all obligations of OWNER with respect to transferred property, but shall have no obligations with respect to the portions of the Property, if any, not transferred (the "Retained Property").

(b) The owner of the Retained Property shall be liable for the performance of all obligations of OWNER with respect to Retained Property, but shall have no further obligations with respect to the transferred property.

(c) The assignee's exercise, use and enjoyment of the Property or portion thereof shall be subject to the terms of this Agreement to the same extent as if the assignee were the OWNER.

2.4.4 Subsequent Assignment. Any subsequent sale, transfer or assignment after an initial sale, transfer or assignment shall be made only in accordance with and subject to the terms and conditions of this Section 2.4.

2.4.5 Termination of Agreement with Respect to Individual Lots Upon Sale to Public and Completion of Construction. The provisions of Subsection 2.4.1 shall not apply to the sale or lease (for a period longer than one year) of any lot which has been finally subdivided and is individually (and not in "bulk") sold or leased to a member of the public or other ultimate user. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate with respect to any lot and such lot shall be released and no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of both of the following conditions:

(a) The lot has been finally subdivided and individually (and not in "bulk") sold or leased (for a period longer than one year) to a member of the public or other ultimate user; and,

(b) A certificate of occupancy has been issued for a building on the lot, and the fees set forth under Section 4 of this Agreement have been paid.

2.5 Amendment or Cancellation of Agreement. This Agreement may be amended or cancelled in whole or in part only in the manner provided for in Government Code Section 65868.1. Any amendment of this Agreement, which amendment has been requested by OWNER, shall be considered by the CITY only upon the payment of the applicable processing charge. This provision shall not limit any remedy of CITY or OWNER as provided by this Agreement. Either Party or successor in interest, may propose an amendment to or cancellation, in whole or in part, of this Agreement. Any amendment or cancellation shall be by mutual consent of the parties or their successors in interest except as provided otherwise in this Agreement or in Government Code Section 65865.1. For purposes of this section, the term "successor in interest" shall mean any person having a legal or equitable interest in the whole of the Property, or any portion thereof as to which such person wishes to amend or cancel this Agreement. The procedure for proposing and adopting an amendment to, or cancellation of, in whole or in part, this Agreement shall be the same as the procedure for adopting and entering into this Agreement in the first instance. Notwithstanding the foregoing sentence, if the CITY initiates the proposed amendment to, or cancellation of, in whole or in part, this Agreement, CITY shall first give notice to the OWNER of its intention to initiate such proceedings at least sixty (60) days in advance of the giving the public notice of intention to consider the amendment or cancellation.

2.5.1 Amendment to Reflect Consistency with Future Amendments to the Construction Agreement. To the extent any future amendment to the Construction Agreement provides for modifications to rights or obligations that differ from or alter the same or similar rights or obligations contained in this Development Agreement, OWNER reserves the right to request an amendment to the Development Agreement to reflect any or all of such modifications.

2.6 Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

(a) Expiration of the stated term of this Agreement as set forth in Section 2.3.

(b) Entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Agreement.

(c) The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement.

(d) Completion of the Project in accordance with the terms of this Agreement including issuance of all required occupancy permits and acceptance by CITY or applicable public agency of all required dedications.

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement which has occurred prior to such termination or with respect to any obligations which are specifically set forth as surviving this Agreement.

2.7 Notices.

(a) As used in this Agreement, “notice” includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder.

(b) All notices shall be in writing and shall be considered given either: (i) when delivered in person, including, without limitation, by courier, to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below. All notices shall be addressed as follows:

If to CITY:

Scott Ochoa, City Manager
City of Ontario
303 East “B” Street
Ontario California, California 91764

with a copy to:

John Brown, City Attorney
Best Best & Krieger

2855 East Guasti Road, Suite 400
Ontario CA 91761

If to OWNER:

Dave Bartlett
BrookCal Ontario, LLC
3200 Park Center Drive, Suite 1000
Costa Mesa, CA 92626
Email: Dave.Bartlett@Brookfieldrp.com
Phone: 714.200.1533

with a copy to:

Tim Roberts
BrookCal Ontario, LLC
3200 Park Center Drive, Suite 1000
Costa Mesa, CA 92626
Phone: (714) 200-2483

(c) Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop. Subject to the terms of this Agreement including the Reservations of Authority, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the Development Plan. The Project shall remain subject to all Subsequent Development Approvals required to complete the Project as contemplated by the Development Plan. Except as otherwise provided in this Agreement, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Development Plan.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservations of Authority, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Existing Land Use Regulations. In connection with any Subsequent Development Approval, CITY shall exercise discretion in accordance with the same manner as it exercises its discretion under its

police powers, including the Reservations of Authority set forth herein; provided however, that such discretion shall not prevent development of the Property for the uses and to the density or intensity of development set forth in this Agreement.

3.3 Timing of Development. The parties acknowledge that OWNER cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Ca1. 3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that OWNER shall have the right to develop the Property in such order and at such rate and at such times as OWNER deems appropriate within the exercise of its subjective business judgment.

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

3.4.1 Attached hereto as Exhibits "F" and Exhibits F-1 through F-5 are descriptions of the infrastructure improvements needed for the development of the Property ("the Infrastructure Improvement Exhibits").

3.4.2 Subject to the prior submittal by OWNER and approval by CITY of a plan to provide sufficient public infrastructure for the construction of a maximum number of twenty-three (23) Model Units, private common recreation facilities and sales facilities. CITY may issue a maximum of twenty-three (23) building permits for Model Units, private common recreation facilities and sales facilities. The plan to be submitted by OWNER for CITY approval shall describe the utilities and other infrastructure necessary to provide sufficient fire protection and other public health and safety requirements for the Model Units and other facilities.

3.5 Changes and Amendments. The parties acknowledge that refinement and further development of the Project will require Subsequent Development Approvals and may demonstrate that changes are appropriate and mutually desirable in the Existing Development Approvals. In the event OWNER finds that a change in the Existing Development Approvals is necessary or appropriate, OWNER shall apply for a Subsequent Development Approval to effectuate such change and CITY shall process and act on such application in accordance with the Existing Land Use Regulations, except as otherwise provided by this Agreement including the Reservations of Authority. If approved, any such change in the Existing Development Approvals shall be incorporated herein as an addendum to Exhibit "C", and may be further changed from

time to time as provided in this Section. Unless otherwise required by law, as determined in CITY's reasonable discretion, a change to the Existing Development Approvals shall be deemed "minor" and not require an amendment to this Agreement provided such change does not:

- (a) Alter the permitted uses of the Property as a whole; or,
 - (b) Increase the density or intensity of use of the Property as a whole;
- or,
- (c) Increase the maximum height and size of permitted buildings; or,
 - (d) Delete a requirement for the reservation or dedication of land for public purposes within the Property as a whole; or,
 - (e) Constitute a project requiring a subsequent or supplemental environmental impact report pursuant to Section 21166 of the Public Resources Code.

3.6 Reservations of Authority.

3.6.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the CITY shall not be prevented from applying new rules, regulations and policies upon the OWNER, nor shall a development agreement prevent the CITY from denying or conditionally approving any subsequent development project application on the basis of such new rules, regulations and policies where the new rules, regulations and policies consist of the following:

- (a) Processing fees by CITY to cover costs of processing applications for development approvals or for monitoring compliance with any development approvals;
- (b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records and any other matter of procedure;
- (c) Regulations, policies and rules governing engineering and construction standards and specifications applicable to public and private improvements, including all uniform codes adopted by the CITY and any local amendments to those codes adopted by the CITY; provided however that, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the standards and specifications that are expressly identified in the Specific Plan;
- (d) Regulations that may conflict with this Agreement and the Development Plan but that are reasonably necessary to protect the

residents of the project and/or of the immediate community from a condition perilous to their health or safety;

- (e) Regulations that do not conflict with those rules, regulations and policies set forth in this Agreement or the Development Plan;
- (f) Regulations that may conflict but to which the OWNER consents.

3.6.2 Subsequent Development Approvals. This Agreement shall not prevent CITY, in acting on Subsequent Development Approvals, from applying Subsequent Land Use Regulations that do not conflict with the Development Plan, nor shall this Agreement prevent CITY from denying or conditionally approving any Subsequent Development Approval on the basis of the Existing Land Use Regulations or any Subsequent Land Use Regulation not in conflict with the Development Plan.

3.6.3 Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations, provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce. In the event OWNER alleges that such State or Federal laws or regulations preclude or prevent compliance with one or more provisions of this Agreement, and the CITY does not agree, the OWNER may, at its sole cost and expense, seek declaratory relief (or other similar non-monetary remedies); provided however, that nothing contained in this Section 3.6.3 shall impose on CITY any monetary liability for contesting such declaratory relief (or other similar non-monetary relief).

3.6.4 Intent. The parties acknowledge and agree that CITY is restricted in its authority to limit its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to CITY all of its police power which cannot be so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to CITY all such power and authority which cannot be restricted by contract.

3.7 Public Infrastructure and Utilities. OWNER is required by this Agreement to construct any public works facilities which will be dedicated to CITY or any other public agency upon completion, and if required by applicable laws to do so, OWNER shall perform such work in the same manner and subject to the same requirements as would be applicable to CITY or such other public agency should it have undertaken such construction. As a condition of development approval, OWNER shall connect the Project to all utilities necessary to provide adequate water, recycled water, sewer, gas, electric, and other utility service to the Project. As a further condition of development approval, OWNER shall contract with the CITY for CITY-owned or operated utilities for

this purpose, for such price and on such terms as may be available to similarly situated customers in the CITY.

3.7.1 OWNER agrees that development of the Project shall require the construction of Storm Drain facilities from the Property to the connection with the County Line Channel as described in Exhibit F-1. OWNER shall be responsible for the construction of the necessary extension of master planned Storm Drain facilities to the Project.

3.7.2 OWNER agrees that development of the Project shall require the construction of Sewer Improvements for the Property as described in Exhibit F-2.

3.7.3 OWNER agrees that development of the Property shall require the extension of permanent master planned water and recycled water utility infrastructure as described in Exhibit F-3 consisting generally of the construction of the extension of permanent master planned water and recycled water utility improvements to serve the Property. OWNER agrees that no building permits shall be issued by CITY for Production Units prior to completion of the water and recycled water Improvements as described in Exhibit F-3. OWNER also agrees that recycled water shall be available and utilized by OWNER for all construction-related water uses including prior to, and during, any grading of the Property.

3.7.4 OWNER also agrees to construct permanent master planned recycled water lines in Haven Avenue from Schaefer Avenue to Chino Avenue. The design of such recycled water Improvements shall be completed and OWNER shall initiate construction of such recycled water Improvements by September 1, 2018 and OWNER shall complete the construction of such recycled water Improvements by September 1, 2019.

3.7.5 OWNER agrees to that development of the Project shall require the construction of fiber optic communications system improvements as described on Exhibit F-4.

3.7.6 OWNER agrees that development of the Project shall require the construction of street improvements as described in Exhibit F-5.

3.7.7 OWNER agrees that NMC Builders shall be responsible for funding a portion of the design and construction of the remaining portion of an additional extension of master planned recycled water infrastructure in Riverside and Haven Avenues to be constructed by CITY. These remaining master planned recycled water Improvements in Haven Avenue shall also serve the Project. OWNER shall deposit, or shall have deposited, with NMC Builders an amount equal to the OWNER's capital contribution for the design and construction of the NMC Builders portion of the remaining recycled water improvements in Haven Avenues known as the remaining "Phase 2 Recycled Water Improvements" within thirty (30) days after CITY requests such funds from NMC Builders. If OWNER has not deposited such amount, with NMC

Builders within thirty (30) days after CITY requests such funds from NMC Builders, then CITY shall be entitled to withhold issuance of any further permits (whether discretionary or ministerial) for the Project unless and until OWNER deposits the amount of OWNER's capital contribution with NMC Builders for the design and construction of the NMC Builders portion of the remaining Phase 2 Recycled Water System Improvements.

3.8 Acquisition of Offsite Provision of Real Property Interests. In any instance where OWNER is required by any Development Approval or Land Use Regulation and the Construction Agreement to construct any public improvement on land not owned by OWNER ("Offsite Improvements"), the CITY and OWNER shall cooperate in acquiring the necessary legal interest ("Offsite Property") in accordance with the procedures set forth in Section 2.4 of the Construction Agreement. This section 3.8 is not intended by the parties to impose upon the OWNER an enforceable duty to acquire land or construct any public improvements on land not owned by OWNER, except to the extent that the OWNER elects to proceed with the development of the Project, and then only in accordance with valid conditions imposed by the CITY upon the development of the Project under the Subdivision Map Act or other legal authority.

3.8.1 CITY Acquisition of Non-Construction Agreement Offsite Property. In the event OWNER is required to construct any public improvements on land not owned by OWNER, but such requirement is not based upon the Construction Agreement, Sections 3.8.1 and 3.8.2 shall control the acquisition of the necessary property interest(s) ("Non-Construction Agreement Offsite Property"). If the OWNER is unable to acquire such Non-Construction Agreement Offsite Property and following the written request from the OWNER to CITY, CITY agrees to use reasonable and diligent good faith efforts to acquire the Non-Construction Agreement Offsite Property from the owner or owners of record by negotiation to the extent permitted by law and consistent with this Agreement. If CITY is unable to acquire the Non-Construction Agreement Offsite Property by negotiation within thirty (30) days after OWNER'S written request, CITY shall, initiate proceedings utilizing its power of eminent domain to acquire that Non-Construction Agreement Subject Property at a public hearing noticed and conducted in accordance with California Code of Civil Procedure Section 1245.235 for the purpose of considering the adoption of a resolution of necessity concerning the Non-Construction Agreement Offsite Property, subject to the conditions set forth in this Section 3.8. The CITY and OWNER acknowledge that the timelines set forth in this Section 3.8.1 represent the maximum time periods which CITY and OWNER reasonably believe will be necessary to complete the acquisition of any Non-Construction Agreement Offsite Property. CITY agrees to use reasonable good faith efforts to complete the actions described within lesser time periods, to the extent that it is reasonably able to do so, consistent with the legal constraints imposed upon CITY.

3.8.2 Owner's Option to Terminate Proceedings. CITY shall provide written notice to OWNER no later than fifteen (15) days prior to making an offer to the owner of the Non-Construction Agreement Offsite Property. At any time within that fifteen (15) day period, OWNER may, at its option, notify CITY that it wants CITY to cease all acquisition proceedings with respect to that Non-Construction Agreement Offsite Property, whereupon CITY shall cease such proceedings. CITY shall provide written

notice to OWNER no later than fifteen (15) days prior to the date of the hearing on CITY'S intent to consider the adoption of a resolution of necessity as to any Non-Construction Agreement Offsite Property. At any time within that fifteen (15) day period, OWNER may, at its option, notify CITY that it wants CITY to cease condemnation proceedings, whereupon CITY shall cease such proceedings. If OWNER does not notify CITY to cease condemnation proceedings within said fifteen (15) day period, then the CITY may proceed to consider and act upon the Non-Construction Agreement Offsite Property resolution of necessity. If CITY adopts such resolution of necessity, then CITY shall diligently institute condemnation proceedings and file a complaint in condemnation and seek an order of immediate possession with respect to the Non-Construction Agreement Offsite Property.

3.9 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of CITY possess authority to regulate aspects of the development of the Property separately from or jointly with CITY and this Agreement does not limit the authority of such other public agencies. CITY agrees to cooperate fully, at no cost to CITY, with OWNER in obtaining any required permits or compliance with the regulations of other public agencies provided such cooperation is not in conflict with any laws, regulations or policies of the CITY.

3.10 Tentative Tract Maps; Extension. With respect to applications by OWNER for tentative subdivision maps for portions of the Property, CITY agrees that OWNER may file and process tentative maps in accordance with Chapter 4.5 (commencing with Section 66498.1) of Division 2 of Title 7 of the California Government Code and the applicable provisions of CITY's subdivision ordinance, as the same may be amended from time to time. In accordance with the provisions of Section 66452.6 of the Government Code, each tentative subdivision map or tentative parcel map, heretofore or hereafter approved in connection with development of the Property, shall be deemed to have been granted an extension of time to and until the date that is five (5) years following the Effective Date of this Agreement.; The CITY's City Council may, in its discretion, extend any such map for an additional period of up to five (5) years beyond its original term, so long as the subdivider files a written request for an extension with the City prior to the expiration of the initial five (5) year term.

4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Property will result in substantial public needs that will not be fully met by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on OWNER that should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on OWNER by providing more fully for the satisfaction of the public needs resulting from the Project.

4.2 Development Impact Fees.

4.2.1 Amount of Development Impact Fee. Development Impact Fees (DIF) shall be paid by OWNER. The Development Impact Fee amounts to be paid by OWNER shall be the amounts that are in effect at the time such amounts are due. Nothing contained in this Agreement shall affect the ability of the CITY to impose new Development Impact Fees or amend the amounts of existing Development Impact Fees. Additionally, nothing contained in this Agreement shall affect the ability of other public agencies that are not controlled by CITY to impose and amend, from time to time, Development Impact Fees established or imposed by such other public agencies, even though such Development Impact Fees may be collected by CITY.

4.2.2 Time of Payment. The Development Impact Fees required pursuant to Subsection 4.2.1 shall be paid to CITY prior to the issuance of building permit for each applicable residential or other unit, except for the Open Space and Habitat Acquisition Development Impact fee, which shall be paid by OWNER to CITY prior to the issuance of a grading permit. Deferral of the payment of Development Impact Fees may be granted pursuant to a separate agreement approved by City pursuant to City policy.

4.2.3 Parkland and Quimby Act Fees. Pursuant to the General Plan (OntarioPlan) Goal PR1, Policy PR1-5 (achievement of a park standard of 5 acres of parkland per 1,000 residents). In order to meet this standard OWNER shall provide improved parks, developed in accordance with the City's park standards in an amount equal to two (2) acres per 1,000 of projected population without credit, reimbursement, offset or consideration from CITY. Such areas shall either be dedicated to the City or transferred to a homeowners' association. If approved by the City Manager, OWNER may satisfy this requirement through the development of non-public recreation facilities such as private recreational clubhouses or pool facilities. Credit for such private recreational facilities areas shall be limited to a maximum of 50% of the foregoing park development requirement. If OWNER's Project does not provide dedicated and developed park acreage equal to two (2) acres per 1,000 projected population, OWNER shall pay a fee in-lieu equal to the per acre estimated costs of acquisition and development of parkland in the City's Development Impact Fee for the calculated park acreage deficiency. Such in-lieu fee shall be due and payable within 10 days following the issuance of the first building permit issued to OWNER.

4.3 Responsibility for Construction of Public Improvements.

4.3.1 Timely Construction of Public Infrastructure. The phasing of the areawide infrastructure construction within Ontario Ranch will be as approved by the CITY. OWNER shall be responsible for the timely construction and completion of all public infrastructure required for the Project as shown on the attached Exhibit "F" and any and all tentative tract map conditions. Unless otherwise specified in the Subdivision Agreement/Tract Map conditions, all other required Improvements for Tract No. 20018 shall be completed and operational prior to, and as a condition precedent to, OWNER requesting and CITY's granting of the first building permit for Production Units for Tract No. 20018. All Infrastructure and Improvements shall be completed as required by the Subdivision Agreement/Tract Map conditions for Tract No. 20018.

4.3.2 Construction of DIF Program Infrastructure (Construction Agreement). To the extent, OWNER is required to construct and completes construction of public improvements that are included in CITY's Development Impact Fee Program and the Construction Agreement between CITY and NMC Builders LLC, CITY agrees that CITY shall issue DIF Credit in accordance with the provisions of the Construction Agreement and any amendments thereto. Use of DIF Credit issued to OWNER as a member of NMC Builders LLC to offset OWNER's DIF payment obligations shall also be subject to the provisions of the Construction Agreement and any amendments thereto.

4.3.3 Construction of DIF Program Infrastructure (Non-Construction Agreement). To the extent, OWNER is required to construct and completes construction of public improvements that are included in CITY's Development Impact Fee Program and such public improvements are not included the Construction Agreement between CITY and NMC Builders LLC, CITY agrees that CITY shall issue DIF Credit in accordance with the provisions of a separate Fee Credit Agreement between CITY and OWNER. Limitation on the use of DIF Credit issued to OWNER to offset OWNER's DIF payment. CITY and OWNER agree that the Fee Credit Agreement between CITY and OWNER shall comply with CITY's adopted policies applicable to such agreements.

4.4 Affordable Housing Requirement.

4.4.1 Affordable Housing- Number of Units. OWNER shall provide a minimum number of affordable housing units, equivalent to 10% of the OWNER's total approved residential units within the Project, that are affordable to very low, low and moderate income households. Such requirement for affordable housing shall be met through one, or a combination of one or more, of the options provided in the following Sections 4.4.2.1 through 4.4.2.1. For the purposes of this Section, any term not defined in this Agreement shall be as defined by California Community Redevelopment Law (California Health and Safety Code Section 33000 et seq.).

4.4.2 Affordability Spread. Of the total number of residential dwelling units specified in Section 4.3.1, to be constructed or rehabilitated pursuant to Sections 4.4.2.1 or 4.4.2.2 respectively, thirty percent (30%) shall be available to very low income, thirty percent (30%) shall be available to low income and forty percent (40%) shall be available to moderate income households. "**Households**" shall be as defined by California Health and Safety Code Section 50053.

4.4.2.1 New Construction. If OWNER elects to fully or partially satisfy the affordable housing requirement by the construction of new residential units, it shall construct and restrict the affordability of residential dwelling units within its Project or, at OWNER's option and with the approval of the City, within another project elsewhere within the City. The affordable units constructed shall be intermingled with other units as part of the Project, and shall be built to the same construction, design and aesthetic standards, as well as number of rooms, as other units constructed as part of that OWNER's Project. In addition, the

percentage ratio of affordable units offered for sale versus those offered for rent shall equal the percentage ratio of other units offered for sale versus for rent within OWNER's Project. Such construction shall be completed no later than the date that is five (5) years following the issuance of the first building permit for OWNER's Project; provided however that to the extent OWNER has not constructed the required percentage of units, based on the number of building permits for non-restricted units, OWNER shall, prior to the issuance of such building permits, provide security (in the form and substance approved by the City Manager and City Attorney) to City in order to ensure the faithful completion of such required percentage of construction of affordable units. If OWNER elects the option of constructing new affordable units, a detailed Affordable Housing Agreement specifying terms for the allowable monthly housing costs or rents (as applicable) and maintenance and occupancy standards shall be prepared, executed and recorded against such units as a condition to the issuance of a building permit. The Affordable Housing Agreement shall hold a recorded priority position senior to any other non-statutory lien or encumbrance affecting the unit.

4.4.2.2 Rehabilitation. If OWNER elects to fully or partially satisfy the affordable housing requirement by the substantial rehabilitation of existing residential units in the City, it shall substantially rehabilitate and restrict the affordability of, the number of residential units specified in Section 4.4.1, provided that such units shall be provided elsewhere within the City. The rehabilitation work shall be substantial and of high quality and shall also address any deferred property maintenance issues on the property. "Substantial rehabilitation" shall mean rehabilitated multi-family rented dwelling units with three or more units and the value of the rehabilitation constitutes 25 percent of the after rehabilitation value of the dwelling, inclusive of land value pursuant to Health and Safety Code Section 33413(b)(2)(A)(iii-iv) as such section exists as of the Effective Date of this Agreement. If OWNER chooses the option of rehabilitation of existing housing units within the City, a detailed Affordable Housing Agreement specifying the terms for the allowable month housing costs or rents (as applicable) and maintenance and occupancy standards shall be prepared, executed and recorded against such units as a condition to the issuance of a building permit. Such rehabilitation shall be completed no later than the date that is five (5) years following the issuance of the first building permit for OWNER's Project; provided however that to the extent OWNER has not rehabilitated the required percentage of units, based on the number of building permits, OWNER shall, prior to the issuance of such building permits, provide security (in the form and substance approved by the City Manager and City Attorney) to the City in order to ensure the faithful completion of such required percentage of rehabilitation.

4.4.2.3 In-Lieu Fee. If OWNER has not fully complied with the requirements of Section 4.3.1 by providing the minimum number of affordable units through the construction of new affordable units or by the substantial rehabilitation of existing units, shall pay an "Affordability In-Lieu Fee". If OWNER has not provided any affordable residential units by construction or rehabilitation, the Affordability In-Lieu fee shall be equal to Two Dollars and Fifty-Three Cents (\$2.53) per square

foot of residential development within OWNER's Project or, if pre-paid as set forth below, Two Dollars and Twenty-one Cents (\$2.21) per square foot of residential development within OWNER's Project. If OWNER has partially complied with the requirements of Section 4.4.1 by construction or rehabilitation of less than the minimum number of units, then the Affordability In-lieu Fee shall be recalculated and reduced in consideration of the number and type of affordable units provided. The Affordability In-Lieu Fee shall be paid by OWNER to City no later than prior to the issuance of each building permit within OWNER's Project based on the square footage of the residential unit for which such building permit is sought; provided however that OWNER may, at OWNER's election, pre-pay such Affordability In-Lieu Fee by paying such Affordability In-Lieu Fee within thirty (30) days following the earliest discretionary approval by the City for OWNER's Project, including, but not limited to, any general plan amendment, specific plan adoption, development agreement, tentative map approval, variance, conditional use permit, or resolution of intention to form any public financing mechanism. The Two Dollars and Fifty-Three Cents (\$2.53) and the Two Dollars and Twenty-one Cents (\$2.21) per square foot amounts shall automatically be increased annually, commencing on July 1, 2019, and automatically each July 1 thereafter. Such adjustment shall be based on the percentage increase (but no decrease) in the Consumer Price Index (Los Angeles-Anaheim-Riverside County), 1950-2001 (1982-84=100) over the preceding year. The pre-paid Affordability In-Lieu Fee shall be calculated based on the maximum floor area ratio (FAR) permitted within the General Plan and any applicable FAR contained within the applicable specific plan, whichever is greater, and the Maximum Development Density. For purposes of this Agreement, "**Maximum Development Density**" shall be determined by multiplying the OWNER's Project's density for residential development potential as set forth in the General Plan or the applicable Specific Plan, whichever is less, by the net acreage of land within OWNER's Project. All "Affordability In-Lieu Fees" collected by the City shall be used to promote the construction of affordable housing within the City.

4.4.2.4 Affordability Covenants. Prior to the issuance of the first building permit for any affordable unit, the City and OWNER shall enter into an Affordable Housing Agreement. Affordability shall be assured for a period of forty-five (45) years for for-sale units and fifty-five (55) years for rentals. For rental units, base rents shall be established by the City and rental adjustments required by the City shall be performed on an annual basis. In addition, the Affordable Housing Agreement shall impose maximum occupancy limits of 2 occupants per bedroom plus 1 additional occupant per dwelling unit, and a requirement for the owner or tenant to properly maintain each dwelling unit.

4.4.2.5 Transfer of Affordable Project. No transfer of title to any affordable housing project shall occur without the prior written consent of the City. In the event OWNER transfers title to any affordable housing project required to be constructed pursuant to this Agreement to a non-profit entity, or other entity, that receives an exemption from ad valorem real property taxes, the City shall be

required to assure payment of an annual in lieu fee to the City on July 1 of each year equal to one-tenth of one percent (0.1%) of the assessed value of such project. The City may permit OWNER to satisfy this obligation by recorded covenants against the property and enforceable against said entity by the City. Any such covenants shall be approved by the Planning Director and the City Attorney.

4.5 Schools Obligations.

4.5.1 Written Evidence of Compliance with Schools Obligations.

OWNER shall, either through joint or individual agreements between OWNER and the applicable school district(s), shall satisfy its new school obligations. The new school obligations for the Mountain View School District in the Ontario Ranch area have been projected to include the acquisition or dedication of school sites for, and construction of, up to eight (8) schools. Of these eight (8) schools, six (6) are to be elementary (K-5) grade schools and two (2) are to be middle grade schools. The new school obligations for the Chaffey Joint Union High School District in the Ontario Ranch area have been projected to include the dedication of a school site for, and construction of, an additional high school. The new school obligations for the applicable school district shall be met by a combination of the following: (1) designating and dedicating school site(s) within the Property as set forth in the General Plan, and/or (2) paying school impact fees, (3) entering into a joint mitigation agreement or individual mitigation agreements, or (4) any combination of the foregoing. Written evidence of approval by the applicable school district that OWNER has met their school obligations may be required by the City as the condition to the issuance by the City of any entitlements for OWNER's Project. In the event OWNER is unable to provide such written evidence from the applicable school district(s), the City shall have the right to decline to honor any DIF Credit, Certificates of MDD Availability, Certificates of Storm Water Treatment Capacity Availability, or any combination thereof, presented by such OWNER, without liability to the City. To the extent that a joint mitigation agreement is approved by the applicable school district(s), and OWNER is a participant in good standing in such mitigation agreement, OWNER shall be deemed to have mitigated its new school obligations under this Section 4.5.1.

4.6 Public Services Funding Fee.

4.6.1 Requirement for Payment of Public Services Funding Fee. In order to ensure that the adequate provision of public services, including without limitation, police, fire and other public safety services, are available to the residents of each Project in a timely manner, OWNER shall pay to CITY a "Public Services Funding Fee." The Public Services Funding Fee shall apply to residential and non-residential uses as set forth below.

4.6.2 Public Services Funding Fee Amount. OWNER shall pay a Public Services Funding fee in the total amount of One Thousand Nine Hundred and

Seventy-five Dollars (\$1,975.00) per residential dwelling unit. The Public Services Funding Fee shall be paid in one (1) installment within one hundred eighty (180) calendar days after the effective date of the Development Agreement or in two (2) installments, at OWNER's option, as follows:

4.6.2.1 First Installment (Residential uses). The First Installment of the Public Services Funding Fee shall be Nine Hundred Eighty-Seven dollars and fifty cents (\$987.50) per residential dwelling unit. The First Installment shall be based upon the "Maximum Development Density" of the OWNER Project, as defined in Section 3.7.2.3 of the First Amended and Restated Construction Agreement. The First Installment shall be due and payable 30 days following the effective date of this Development Agreement.

If the First installment amount is not paid for all residential dwelling units within the Project (based on the Maximum Development Density, or the number of units described on "B Maps" if approved) by January 1, 2019, the amount of the First Installment shall be increased. Such increase shall be based on the percentage increase (but no decrease) in the Consumer Price Index (Los Angeles-Anaheim-Riverside County), 1950-2001 (1982-84=100) over the preceding year. Additionally, the amount shall be further increased automatically by the percentage increase in the Consumer Price Index (Los Angeles-Anaheim-Riverside) on each January 1 thereafter.

4.6.2.2 Second Installment (Residential Uses). The Second Installment of the Public Services Funding Fee shall be Nine Hundred Eighty-Seven dollars and fifty cents (\$987.50) per residential unit. The Second Installment shall be paid at the time of the issuance of each building permit for the Project. The amount of the Second Installment shall increase automatically by percentage increase (but no decrease) in the Consumer Price Index (Los Angeles-Anaheim-Riverside County), 1950-2001 (1982-84=100) over the preceding year on January 1st of each year, beginning on January 1, 2019. OWNER may exercise the option to pay the Second Installment amount for all residential units, a portion of the residential units, or for the remainder of the residential units within OWNER's Project on or before each December 31st, before the Second Installment amount is automatically increased.

4.6.2.3 Single Installment (Non-residential Uses). A single installment payment of the Public Services Funding Fee shall be required in the amount of Fifty-Seven Cents (\$.57) per square foot of non-residential buildings. The single installment for non-residential uses shall be due and payable prior to the issuance of the building permit for a non-residential building. The amount of the Single Installment for non-residential uses shall automatically increase by percentage increase (but no decrease) in the Consumer Price Index (Los Angeles-Anaheim-Riverside County), 1950-2001 (1982-84=100) over the preceding year on January 1st of each year, beginning on January 1, 2019. OWNER may exercise the option to pay any single installment amounts for the remainder of the non-residential square footage within the Project on or before December 31st, before

the Single Installment amount is automatically increased.

4.7 Net MDD/Water Availability Equivalents.

4.7.1 Assigned Net MDD/Water Availability Equivalents. The City has agreed with NMC Builders LLC to reserve exclusively for Members of NMC Builders, including OWNER, Net MDD made available through the construction of water system improvements funded by NMC Builders LLC. NMC Builders has assigned to OWNER its allocable share of the Net MDD issued by City. The provisions of the Construction Agreement Amendment requires that the City shall not approve a final parcel map or tract map for the area of development within the Ontario Ranch served by the water system improvements funded by NMC Builders LLC, except to the bearer of an Assignment of Net MDD Water Availability.

4.7.2 Use of Assigned Net MDD Water Availability. OWNER shall provide evidence of sufficient Net MDD Water Availability Equivalents (or portions thereof) prior to and as a condition precedent to, CITY's approval of the final Tract Map for Tract No. 20018. The amount of Net MDD Water Availability Equivalents required shall be based upon water demand factors and assumptions listed in Exhibit C-2R of the Construction Agreement Amendment as "Water Demand Equivalents by Land Use" for each land use category.

4.7.3 Requirement for other Water System Improvements. A Certificate of Net MDD Availability is evidence only of available water capacity and does not satisfy any other conditions applicable to an OWNER's Project, including those relating to design and construction of master-planned potable water and recycled water transmission and distribution system for the respective pressure zone and other public infrastructure requirements.

4.8 Storm Water Capacity Availability.

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

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

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

treatment, water quality, connection to the storm water collection system, or other public infrastructure requirements.

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

4.10 Compliance with Public Benefits Requirements.

4.10.1 Failure to Provide Public Benefits. In the event OWNER fails or refuses to comply with any condition referenced in Section 4.1 through 4.9, 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.

5. FINANCING OF PUBLIC IMPROVEMENTS.

5.1 Financing Mechanism(s). In accordance with the Memorandum of Agreement between the CITY and NMC Builders, CITY will cooperate with OWNER in the formation of a CFD, or CFDs, to include all of the Project, to provide a financing mechanism to reimburse the OWNER for funds paid to NMC Builders LLC for OWNER's share of the costs of public infrastructure pursuant to the Construction Agreement and to acquire other public facilities constructed by OWNER subject to the provisions of the Memorandum of Agreement between CITY and NMC Builders LLC. Notwithstanding such reimbursements and acquisitions, OWNER shall remain entitled to DIF Credits as provided for in Article 3 of the Construction Agreement and/or as provided for in a separate Fee Credit Agreement between CITY and OWNER. OWNER agrees that, prior to the recordation of any Tract Map for the Property, the Property shall be included in a CFD to finance City services through annual special taxes that shall be \$1,622.00 per Single Family Detached Dwelling Unit, \$1,406.00 per Multiple-Family Dwelling Unit, \$1,179.00 per Gated Apartment Community Dwelling Unit, and \$.30 per square foot for Non-Residential buildings for the CITY's fiscal year 2018-19. These amounts shall be subject to an automatic increase at a rate not to exceed four (4%) percent per year. Depending on the fiscal year that the CFD is formed and the CFD tax is levied, the annual special taxes may be higher. CITY shall be the sole and exclusive lead agency in the formation of any CFD, assessment district or other public financing mechanism within the Property; provided however, that the proceeds of any such CFD, assessment district, or financing mechanism may be used, subject to restrictions that may be imposed by applicable law, for the purposes of acquiring, constructing or maintaining public facilities to be owned or operated by other public agencies, including, without limitation those facilities owned or operated by a school district. In addition to the rights of the CITY pursuant to section 5.2 hereof, CITY shall have the right, but not

the obligation, to condition the formation of any CFD, assessment district or other public financing mechanism within the Property on the OWNER mitigating all Project-related impacts to the applicable school district(s) as required by such school district(s). Written evidence by such school district(s) may be required by the CITY as the condition to the formation of any CFD, assessment district or other public financing mechanism within the Property, or any steps preliminary thereto, including, without limitation, the adoption of any resolution of intention to form such CFD, assessment district or other public financing mechanism within the Property. It is not the intent of the parties hereto, by this provision, to prohibit or otherwise limit the City's ability to take any and all necessary steps requisite to the formation of the CFD to finance City services through annual special taxes as set forth in this Section 5.1. Formation of any CFD, assessment district or other public financing mechanism within the Property, shall be subject to CITY's ability to make all findings required by applicable law and complying with all applicable legal procedures and requirements including, without limitation, CITY's public financing district policies as such policies may be amended from time to time. Notwithstanding the foregoing, it is acknowledged and agreed by the parties that nothing contained in this Agreement shall be construed as requiring CITY or the City Council to form any such district or to issue and sell bonds.

6. REVIEW FOR COMPLIANCE.

6.1 Periodic and Special Reviews.

6.1.1 Time for and Initiation of Periodic Review. The CITY shall review this Agreement every twelve (12) months from the Effective Date in order to ascertain the good faith compliance by the OWNER with the terms of this Agreement. The OWNER shall submit an Annual Monitoring Report to CITY, in a form acceptable to the City Manager, along with any applicable processing charge within ten (10) days after each anniversary date of the Effective Date of this Agreement. Within fifteen (15) days after the receipt of the Annual Monitoring Report, CITY shall review the Annual Monitoring Report. Prior to the expiration of the fifteen (15) day review period, CITY shall either issue a notice of continuing compliance or a notice of non-compliance and a notice of CITY's intent to conduct a Special Review pursuant to Sections 6.1.2 through 6.1.6. Issuance of a notice of continuing compliance may be issued by the City Manager or his designee.

6.1.2 Initiation of Special Review. A special review may be called either by agreement between the parties or by initiation in one or more of the following ways:

- (1) Recommendation of the Planning staff;
- (2) Affirmative vote of at least four (4) members of the Planning Commission; or

- (3) Affirmative vote of at least three (3) members of the City Council.

6.1.3 Notice of Special Review. The City Manager shall begin the special review proceeding by giving notice that the CITY intends to undertake a special review of this Agreement to the OWNER. Such notice shall be given at least ten (10) days in advance of the time at which the matter will be considered by the Planning Commission.

6.1.4 Public Hearing. The Planning Commission shall conduct a hearing at which the OWNER must demonstrate good faith compliance with the terms of this Agreement. The burden of proof on this issue is upon the OWNER.

6.1.5 Findings Upon Public Hearing. The Planning Commission shall determine upon the basis of substantial evidence whether or not the OWNER has, for the period under review, complied in good faith with the terms and conditions of this Agreement.

6.1.6 Procedure Upon Findings.

(a) If the Planning Commission finds and determines on the basis of substantial evidence that the OWNER has complied in good faith with the terms and conditions of this Agreement during the period under review, the review for that period is concluded.

(b) If the Planning Commission finds and determines on the basis of substantial evidence that the OWNER has not complied in good faith with the terms and conditions of this Agreement during the period under review, the Planning Commission may recommend to the City Council to modify or terminate this Agreement.

(c) The OWNER may appeal a determination pursuant to paragraph (b) to the City Council in accordance with the CITY's rule for consideration of appeals in zoning matters generally.

6.2 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.1.6(b), the CITY determines to proceed with modification or termination of this Agreement, the CITY shall give notice to the property OWNER of its intention so to do. The notice shall contain:

(a) The time and place of the hearing;

(b) A statement as to whether or not the CITY proposes to terminate or to modify this Agreement; and

(c) Other information that the CITY considers necessary to inform the OWNER of the nature of the proceeding.

6.3 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, the OWNER shall be given an opportunity to be

heard. The OWNER shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on the OWNER. If the City Council finds, based upon substantial evidence in the administrative record, that the OWNER has not complied in good faith with the terms and conditions of the agreement, the City Council may terminate or modify this Agreement and impose those conditions to the action it takes as it considers necessary to protect the interests of the CITY. The decision of the City Council shall be final, subject only to judicial review pursuant to Section 1094.5 of the Code of Civil Procedure.

6.4 Certificate of Agreement Compliance. If, at the conclusion of a Periodic or Special Review, OWNER is found to be in compliance with this Agreement, CITY shall, upon written request by OWNER, issue a Certificate of Agreement Compliance ("Certificate") to OWNER stating that after the most recent Periodic or Special Review and based upon the information known or made known to the Planning Director and City Council that (1) this Agreement remains in effect and (2) OWNER is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a Periodic or Special Review and shall state the anticipated date of commencement of the next Periodic Review. OWNER may record the Certificate with the County Recorder. Whether or not the Certificate is relied upon by assignees or other transferees or OWNER, CITY shall not be bound by a Certificate if a default existed at the time of the Periodic or Special Review, but was concealed from or otherwise not known to the Planning Director or City Council.

7. [RESERVED]

8. DEFAULT AND REMEDIES.

8.1 Remedies in General. It is acknowledged by the parties that CITY would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that CITY shall not be liable in damages to OWNER, or to any successor in interest of OWNER, or to any other person, and OWNER covenants not to sue for damages or claim any damages:

(a) For any breach of this Agreement or for any cause of action which arises out of this Agreement; or

(b) For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or

(c) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

8.2 Specific Performance. The parties acknowledge that money damages and remedies at law generally are inadequate and specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement and should be available to all parties for the following reasons:

(a) Money damages are unavailable against CITY as provided in Section 8.1 above.

(b) Due to the size, nature and scope of the project, it may not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, OWNER may be foreclosed from other choices it may have had to utilize the Property or portions thereof. OWNER has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate OWNER for such efforts.

8.3 Release. Except for non-damage 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 6.2 and 6.3 herein, CITY may terminate or modify this Agreement for any failure of OWNER to perform any material duty or obligation of OWNER under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default"); provided, however, CITY may terminate or modify this Agreement pursuant to this Section only after providing written notice to OWNER of default setting forth the nature of the default and the actions, if any, required by OWNER to cure such default and, where the default can be cured, OWNER has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

8.5 Termination of Agreement for Default of CITY. OWNER may terminate this Agreement only in the event of a default by CITY in the performance of a material term of this Agreement and only after providing written notice to CITY of default setting forth the nature of the default and the actions, if any, required by CITY to cure such default

and, where the default can be cured, CITY has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

9. THIRD PARTY LITIGATION.

9.1 General Plan Litigation. CITY has determined that this Agreement is consistent with its Comprehensive General Plan, as such General Plan exists as of the Effective Date ("General Plan"), and that the General Plan meets all requirements of law. OWNER has reviewed the General Plan and concurs with CITY's determination. CITY shall have no liability in damages under this Agreement for any failure of CITY to perform under this Agreement or the inability of OWNER to develop the Property as contemplated by the Development Plan of this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law.

9.2 Third Party Litigation Concerning Agreement. OWNER shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless CITY, its agents, officers and employees from any claim, action or proceeding against CITY, its agents, officers, or employees to attack, set aside, void, or annul the approval of this Agreement or the approval of any permit granted pursuant to this Agreement. CITY shall promptly notify OWNER of any such claim, action or proceeding, and CITY shall cooperate in the defense. If CITY fails to promptly notify OWNER of any such claim, action or proceeding, or if CITY fails to cooperate in the defense, OWNER shall not thereafter be responsible to defend, indemnify, or hold harmless CITY. CITY may in its discretion participate in the defense of any such claim, action or proceeding.

9.3 Indemnity. In addition to the provisions of 9.2 above, OWNER shall indemnify and hold CITY, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of OWNER, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (OWNER's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from the activities contemplated hereunder, including, but not limited to, the study, design, engineering, construction, completion, failure and conveyance of the public improvements, save and except claims for damages arising through the sole active negligence or sole willful misconduct of CITY. OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. CITY may in its discretion participate in the defense of any such legal action.

9.4 Environment Assurances. OWNER shall indemnify and hold CITY, its officers, agents, and employees free and harmless from any liability, based or asserted, upon any act or omission of OWNER, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any

violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. CITY may in its discretion participate in the defense of any such action.

9.5 Reservation of Rights. With respect to Sections 9.2, 9.3 and 9.4 herein, CITY reserves the right to either (1) approve the attorney(s) which OWNER selects, hires or otherwise engages to defend CITY hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense, provided, however, that OWNER shall reimburse CITY forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

9.6 Survival. The provisions of this Sections 9.1 through 9.6, inclusive, shall survive the termination of this Agreement.

10. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at OWNER's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. CITY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with OWNER and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. CITY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee, has submitted a request in writing to the CITY in the manner specified herein for giving notices, shall be entitled to receive written notification from CITY of any default by OWNER in the performance of OWNER's obligations under this Agreement.

(c) If CITY timely receives a request from a Mortgagee requesting a copy of any notice of default given to OWNER under the terms of this Agreement, CITY shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to OWNER. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of OWNER's obligations or other affirmative covenants of OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by OWNER is a condition precedent to the performance of a covenant by CITY, the performance thereof shall continue to be a condition precedent to CITY's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 2.4 of this Agreement.

11. MISCELLANEOUS PROVISIONS.

11.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the San Bernardino County Recorder by the City Clerk within the ten (10) days after the CITY executes this Agreement, as required by Section 65868.5 of the Government Code. If the parties to this Agreement or their successors in interest amend or cancel this Agreement as provided for herein and in Government Code Section 65868, or if the CITY terminates or modifies the agreement as provided for herein and in Government Code Section 65865.1 for failure of the applicant to comply in good faith with the terms or conditions of this Agreement, the City Clerk shall have notice of such action recorded with the San Bernardino County Recorder.

11.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

11.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Section 4 of this Agreement, including the payment of the fees set forth therein, are essential elements of this Agreement and CITY would not have entered into this Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

11.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the

State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

11.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

11.6 Singular and Plural. As used herein, the singular of any word includes the plural.

11.7 Joint and Several Obligations. Subject to section 2.4, if at any time during the term of this Agreement the Property is owned, in whole or in part, by more than one owner, all obligations of such owners under this Agreement shall be joint and several, and the default of any such owner shall be the default of all such owners. Notwithstanding the foregoing, no owner of a single lot which has been finally subdivided and sold to such owner as a member of the general public or otherwise as an ultimate user shall have any obligation under this Agreement except as provided under Section 4 hereof.

11.8 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

11.9 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

11.10 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

11.11 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control, (including the party's employment force), government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the party's control. If any such events shall occur, the term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the term of this Agreement shall not be extended under any circumstances for more than five (5) years.

11.12 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

11.13 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and, (c) is binding upon each party and each successor in interest during ownership of the Property or any portion thereof.

11.14 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

11.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of San Bernardino, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

11.16 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between CITY and OWNER is that of a government entity regulating the development of private property and the owner of such property.

11.17 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement. The City Manager may delegate his powers and duties under this Agreement to an Assistant City Manager or other management level employee of the CITY.

11.18 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by CITY of its power of eminent domain.

11.19 Agent for Service of Process. In the event OWNER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venturer resident of the State of California, or it is a foreign corporation, then in any such event, OWNER shall file with the Planning Director, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon OWNER. If for any reason service of such process upon such agent is not feasible, then in such event OWNER may be personally served with such process out of this County and such service shall constitute valid service upon OWNER. OWNER is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto. OWNER for itself, assigns and successors hereby waives the provisions of the Hague Convention (Convention on the Service Abroad of Judicial and Extra Judicial Documents in Civil or Commercial Matters, 20 U.S.T. 361, T.I.A.S. No. 6638).

11.20 Estoppel Certificate. Within thirty (30) business days following a written request by any of the parties, the other party shall execute and deliver to the requesting party a statement certifying that (i) either this Agreement is unmodified and in full force and effect or there have been specified (date and nature) modifications to the Agreement, but it remains in full force and effect as modified; and (ii) either there are no known current uncured defaults under this Agreement or that the responding party alleges that specified (date and nature) defaults exist. The statement shall also provide any other reasonable information requested. The failure to timely deliver this statement shall constitute a conclusive presumption that this Agreement is in full force and effect without modification except as may be represented by the requesting party and that there are no uncured defaults in the performance of the requesting party, except as may be represented by the requesting party. OWNER shall pay to CITY all costs incurred by CITY in connection with the issuance of estoppel certificates under this Section 11.20 prior to CITY's issuance of such certificates.

11.21 Authority to Execute. The person or persons executing this Agreement on behalf of OWNER warrants and represents that he or she/they have the authority to execute this Agreement on behalf of his or her/their corporation, partnership or business entity and warrants and represents that he or she/they has/have the authority to bind OWNER to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

**SIGNATURE PAGE
TO DEVELOPMENT AGREEMENT**

**BROOKCAL ONTARIO LLC
"OWNER"**

BrookCal Ontario LLC, a California limited liability company

By: _____

Name:

Title: Authorized Representative

Date: _____

"CITY"

CITY OF ONTARIO

By: _____

Scott Ochoa, City Manager

Date: _____

ATTEST:

City Clerk, Ontario

APPROVED AS TO FORM:

BEST, BEST & KREIGER LLP

City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF STATE)
)
 COUNTY OF SAN BERNARDINO) ss.
)

On _____, 2018 _____,
 before me, _____,
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared _____,
Name of Signer(s)

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

WITNESS my hand and official seal.

 Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

Title or Type of Document

- Partner(s) Limited
- General

Number Of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

Date Of Document

Signer is representing:
 Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

EXHIBIT "A"
TO DEVELOPMENT AGREEMENT

Legal Description of Property

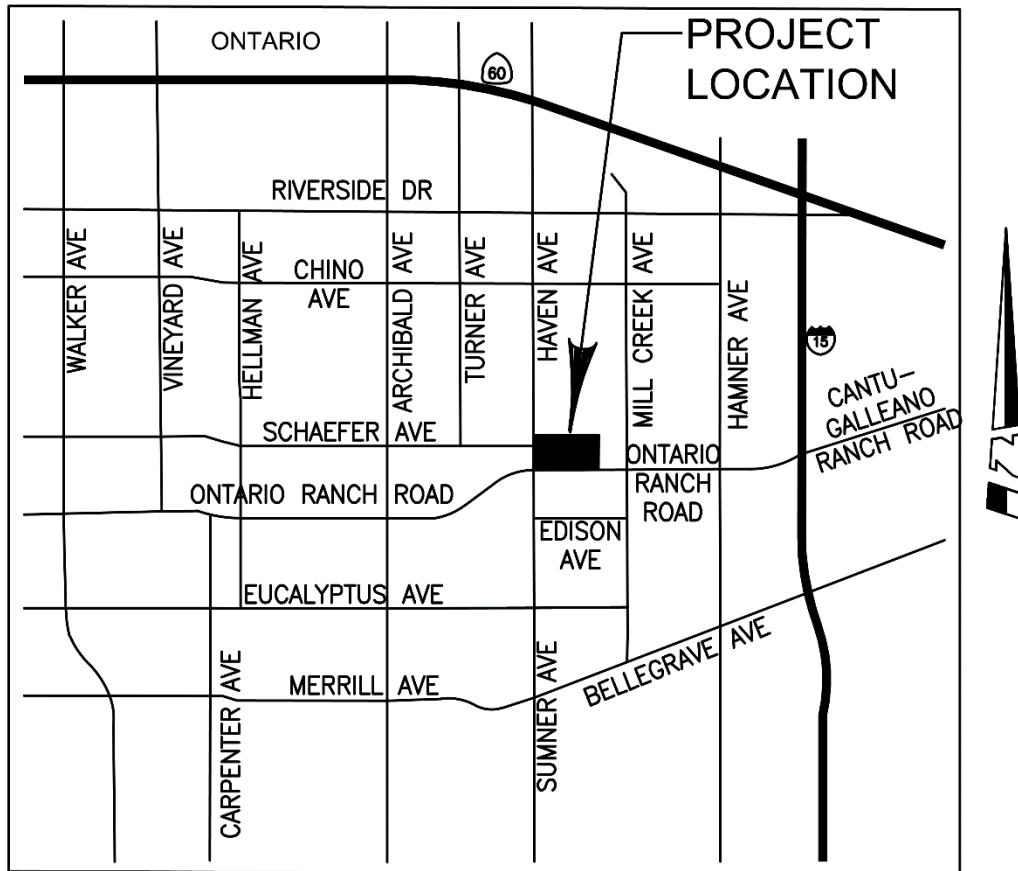
LEGAL DESCRIPTION

A PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

TOGETHER WITH THE WEST 10 ACRES OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXHIBIT "B"
TO DEVELOPMENT AGREEMENT

Map showing Property and its location



VICINITY MAP

NOT TO SCALE

EXHIBIT "C"
TO DEVELOPMENT AGREEMENT
Existing Development Approvals

On October 23, 2007, the Planning Commission:

- a) Issued Resolution No. issued Resolution PC07-125 recommending City Council certification of the Rich-Haven EIR.
- b) Issued Resolution PC07-127 recommending City Council approval of the Rich-Haven Specific Plan (File No. PSP05-004).

On December 4, 2007, the City Council:

- a) Issued Resolution 2007-145 to certifying the Rich-Haven Specific Plan EIR (SCH #2006051081).
- b) Adopted Ordinance No. 2884 approving the Rich-Haven Specific Plan.

On February 23, 2016, the Planning Commission:

- a) Issued Resolution PC16-003 recommending City Council adoption of an Addendum to the Rich-Haven EIR.
- b) Issued Resolution PC16-004 recommending approval of the Rich-Haven Specific Plan Amendment (File No. PSPA16-001).

On March 15, 2016, the City Council:

- a) Issued Resolution No. 2016-024 for the adoption of an Addendum (File No. PSPA16-001) to the Rich-Haven Specific Plan EIR.
- b) Issued Resolution No. 2016-025 approving an Amendment (File No. PSPA16-001) to the Rich-Haven Specific Plan.

On January 23, 2018, the Planning Commission:

- a) Issued Resolution PC18-014 recommending City Council adoption of an Addendum to the Rich-Haven EIR.
- b) Issued Resolution PC18-015 recommending to City Council approval of the Rich-Haven Specific Plan Amendment (File No. PSPA16-005)

On February 20, 2018 the City Council:

- a) Issued Resolution No. 2018-017 for the adoption of an Addendum (File No. PSPA16-005) to the Rich-Haven Specific Plan EIR.
- b) Issued Resolution No. 2018-018 approving an Amendment (File No. PSPA16-005) to the Rich-Haven Specific Plan.

On July 24, 2018, the Planning Commission:

- a) Issued Resolution No. 2018-069 for the approval of Tentative Tract Map 20081 (File No. PMTT17-003).

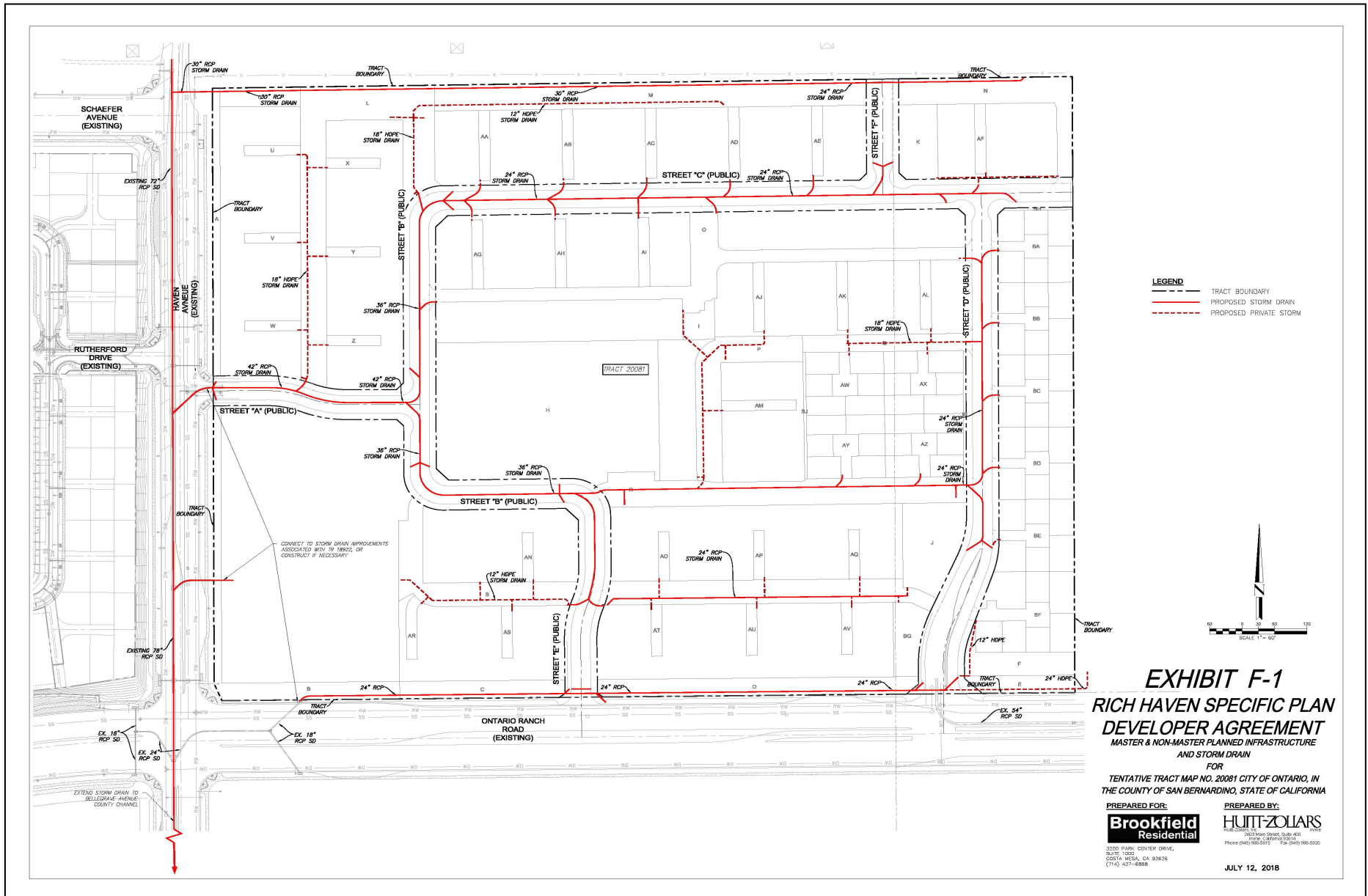
EXHIBIT “D”

TO DEVELOPMENT AGREEMENT Existing Land Use Regulations

These documents are listed for reference only:

1. The Rich-Haven Specific Plan (File No. PSP05-004) Environmental Impact Report, Resolution No. 2007-145.
2. The Rich-Haven Specific Plan (File No. PSP05-004), Ordinance No. 2884.
3. Addendum to the Rich-Haven Specific Plan (File No. PSPA16-001) Environmental Impact Report, Resolution No. 2016-024.
4. Amendment to the Rich-Haven Specific Plan (File No. PSPA16-001), Resolution No. 2016-025.
5. Addendum to the Rich-Haven Specific Plan (File No. PSPA16-005) Environmental Impact Report, Resolution No. 2018-017
6. Amendment to the Rich-Haven Specific Plan (File No. PSPA16-005), Resolution No. 2018-018.
7. 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 "F-1" Required Infrastructure Improvements



LEGEND

- TRACT BOUNDARY
- PROPOSED STORM DRAIN
- PROPOSED PRIVATE STORM

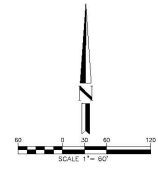


EXHIBIT F-1 RICH HAVEN SPECIFIC PLAN DEVELOPER AGREEMENT MASTER & NON-MASTER PLANNED INFRASTRUCTURE AND STORM DRAIN

FOR
TENTATIVE TRACT MAP NO. 20081 CITY OF ONTARIO, IN
THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

PREPARED FOR: **Brookfield Residential**
 PREPARED BY: **HUTT-ZOLLARS**
11717
 2500 PARK CENTER DRIVE, SUITE 1000, COSTA MESA, CA 92626
 Phone (949) 988-6100 Fax (949) 988-6500

JULY 12, 2018

Exhibit "F-2" Required Infrastructure Improvements

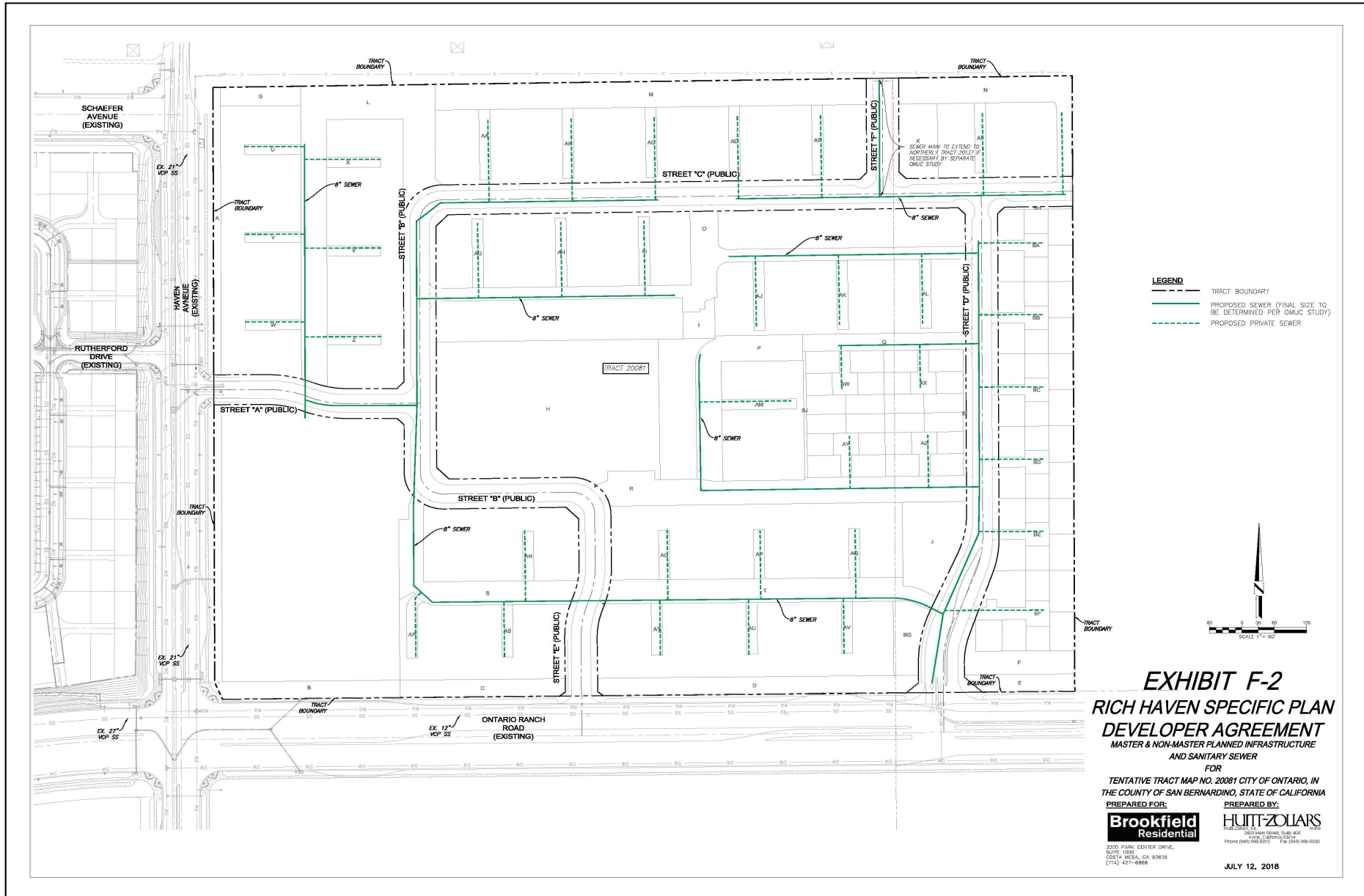


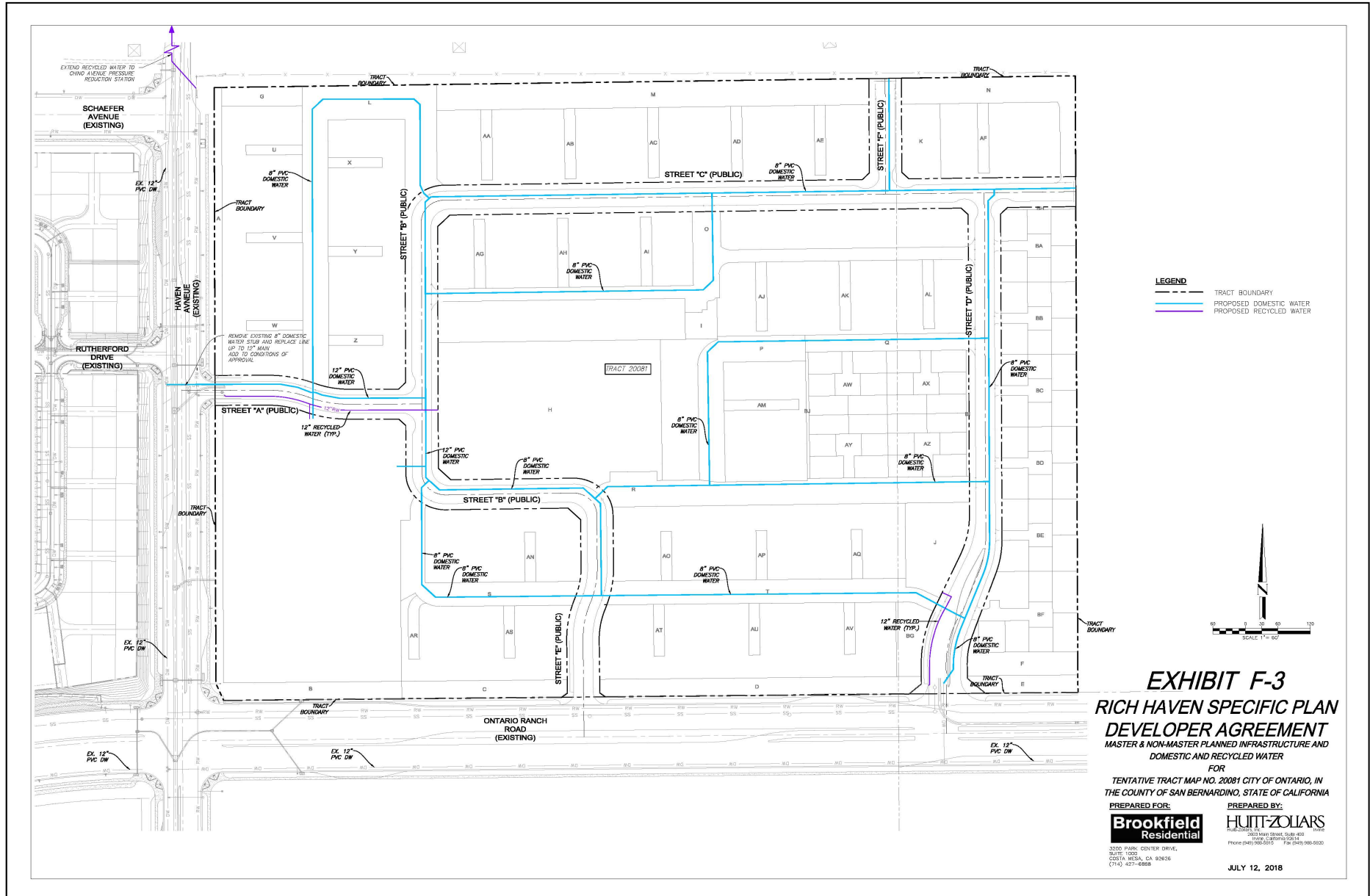
EXHIBIT F-2
RICH HAVEN SPECIFIC PLAN
DEVELOPER AGREEMENT
 MASTER & NON-MASTER PLANNED INFRASTRUCTURE
 AND SANITARY SEWER

FOR
 TENTATIVE TRACT MAP NO. 20081 CITY OF ONTARIO, IN
 THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
 PREPARED FOR: PREPARED BY:

<p>Brookfield Residential</p> <p><small>2300 PARK CENTER DRIVE, SUITE 1000 COSTA MESA, CA 92626 (714) 427-6868</small></p>	<p>HUITT-ZOLLARS</p> <p><small>2003 MAIN STREET, SUITE 400 MESA, CALIFORNIA 92781 Phone (949) 985-9775 Fax (949) 985-9320</small></p>
---	--

JULY 12, 2018

Exhibit "F-3" Required Infrastructure Improvements



LEGEND
 --- TRACT BOUNDARY
 --- PROPOSED DOMESTIC WATER
 --- PROPOSED RECYCLED WATER

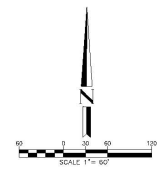


EXHIBIT F-3 RICH HAVEN SPECIFIC PLAN DEVELOPER AGREEMENT MASTER & NON-MASTER PLANNED INFRASTRUCTURE AND DOMESTIC AND RECYCLED WATER FOR

TENTATIVE TRACT MAP NO. 20081 CITY OF ONTARIO, IN
THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

PREPARED FOR: **Brookfield Residential**
 3200 PARK CENTER DRIVE,
 SUITE 1000
 COSTA MESA, CA 92626
 (714) 427-8888

PREPARED BY: **HUNT-ZOLARS**
 2003 Main Street, Suite 400
 Irvine, California 92614
 Phone (949) 982-6215 Fax (949) 988-5500

JULY 12, 2018

Exhibit "F-4" Required Infrastructure Improvements

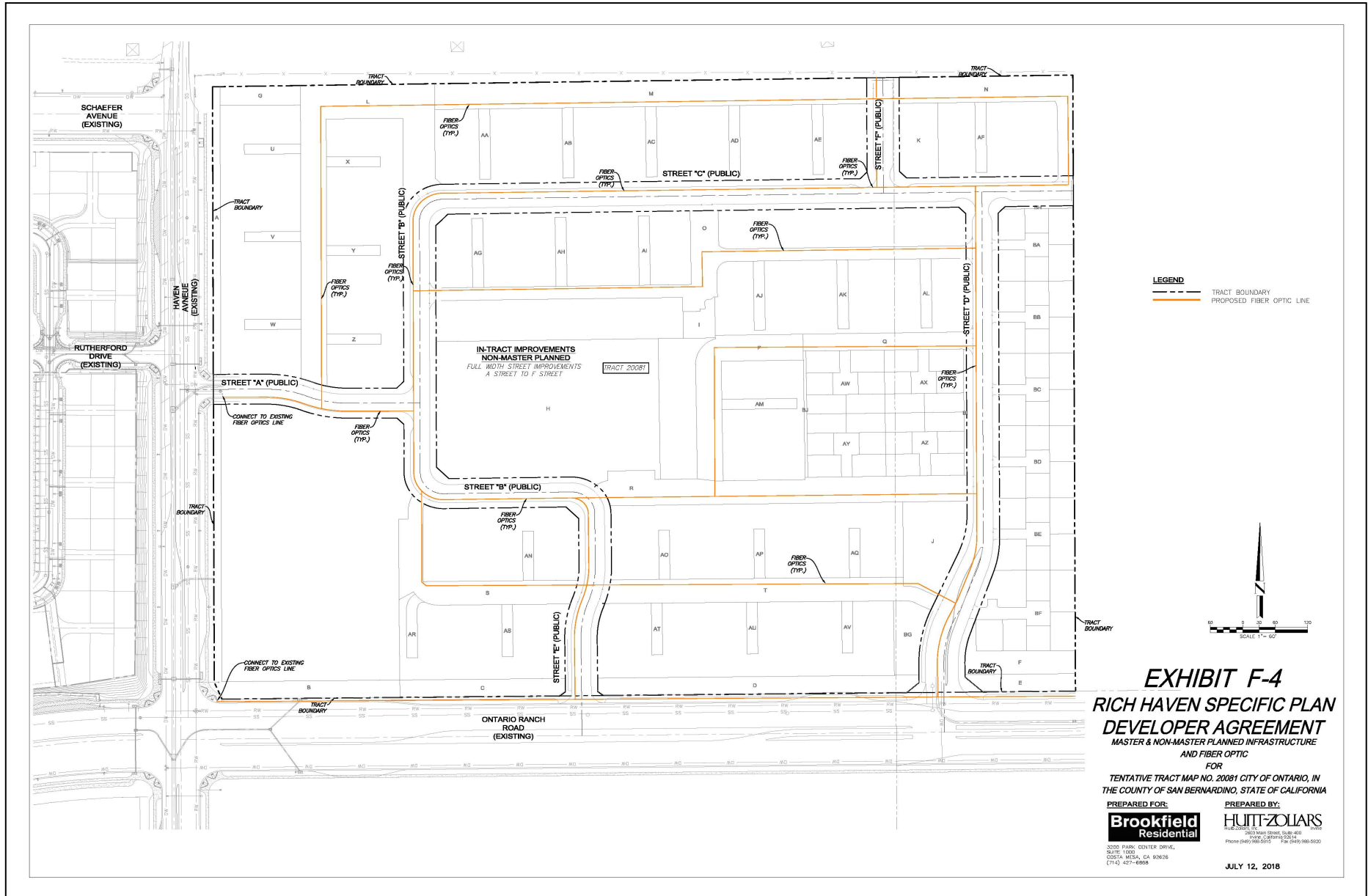


EXHIBIT F-4 RICH HAVEN SPECIFIC PLAN DEVELOPER AGREEMENT MASTER & NON-MASTER PLANNED INFRASTRUCTURE AND FIBER OPTIC

FOR
TENTATIVE TRACT MAP NO. 20081 CITY OF ONTARIO, IN
THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

PREPARED FOR:
Brookfield Residential

PREPARED BY:
HUNT-ZOLIARS

3330 BUNKER CENTER DRIVE,
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COSTA MESA, CA 92626
(714) 427-8958

10000 HAVEN DRIVE, SUITE 410
COSTA MESA, CA 92626
Phone (949) 988-8910 Fax (949) 988-8920

JULY 12, 2018

Exhibit "F-5" Required Infrastructure Improvements

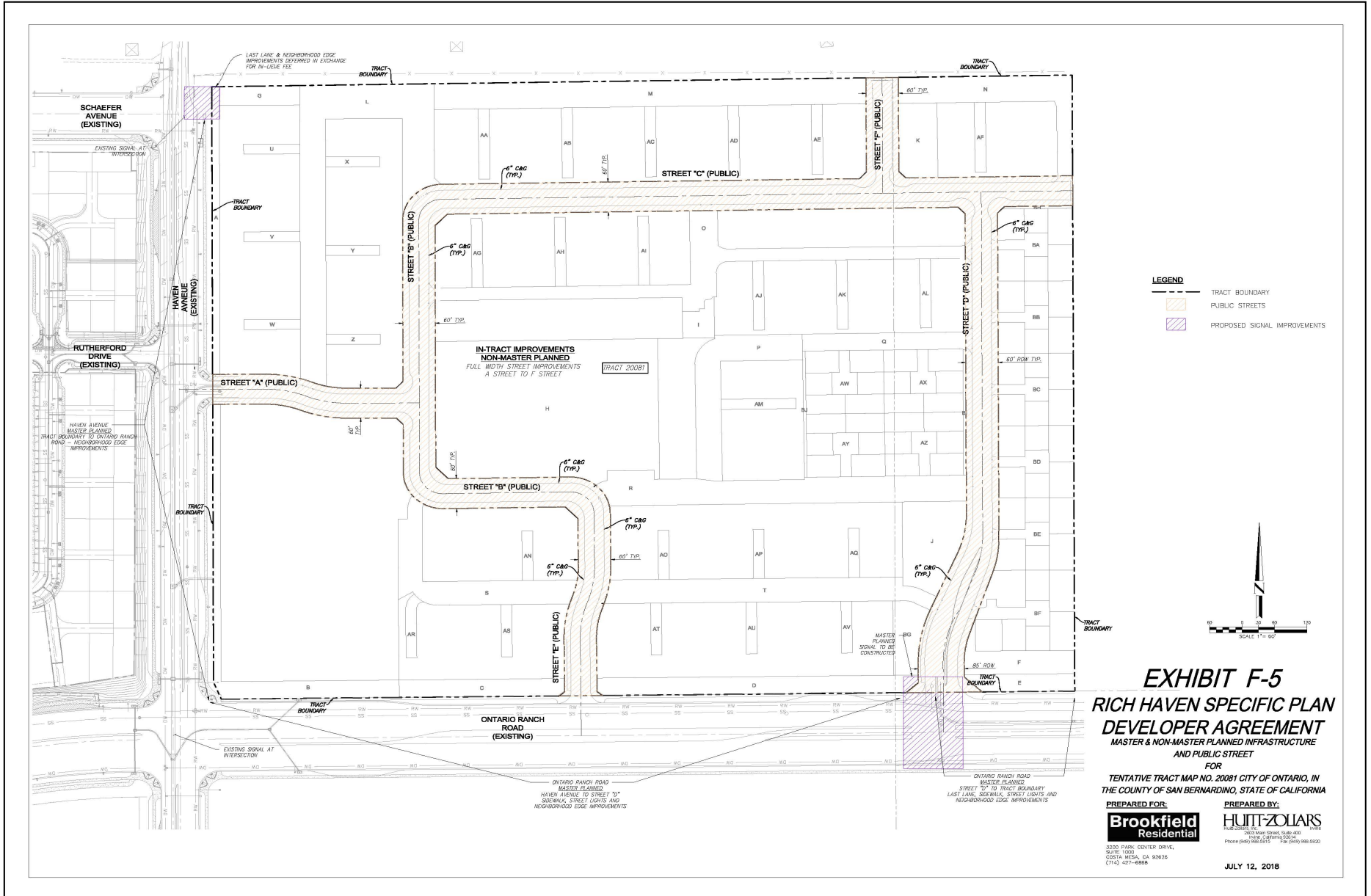


Exhibit "G"
Form of Plume Disclosure Letter



PAUL S. LEON
MAYOR

DEBRA DORST-PORADA
MAYOR PRO TEM

ALAN D. WAPNER
JIM W. BOWMAN
RUBEN VALENCIA
COUNCIL MEMBERS

March 2017

AL C. BOLING
CITY MANAGER

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHIGER
TREASURER

SCOTT BURTON
UTILITIES GENERAL MANAGER

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.*

CITY OF ONTARIO

Agenda Report
August 21, 2018

SECTION:
PUBLIC HEARINGS

SUBJECT: A PUBLIC HEARING TO CONSIDER AN AMENDMENT TO THE CALIFORNIA COMMERCE CENTER SPECIFIC PLAN (FILE NO. PSPA18-005), CHANGING THE LAND USE DESIGNATION ON 3 PARCELS TOTALING 81.41 ACRES OF LAND LOCATED AT THE SOUTHEAST CORNER OF AIRPORT DRIVE AND HAVEN AVENUE (38.09 ACRES), THE NORTHEAST CORNER OF HAVEN AVENUE AND JURUPA STREET (6.83 ACRES), AND THE NORTHEAST CORNER OF COMMERCE PARKWAY AND JURUPA STREET (36.49 ACRES), FROM “COMMERCIAL/FOOD/HOTEL” AND “OFFICE,” TO “LIGHT INDUSTRIAL,” IN CONFORMANCE WITH EACH PROPERTY’S UNDERLYING POLICY PLAN LAND USE DESIGNATION OF “INDUSTRIAL” (APNS: 0211-222-55, 0211-232-45, 0211-232-46, 0211-232-16, 0211-232-17, 0211-232-18, 0211-232-19, AND 0211-232-20)

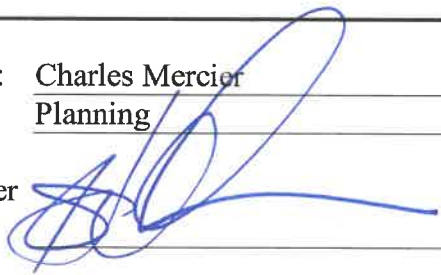
RECOMMENDATION: That the City Council adopt a resolution approving an amendment to the California Commerce Center Specific Plan (File No. PSPA18-005), changing the land use designation on a total of 81.41 acres from “Commercial/Food/Hotel” and “Office,” to “Light Industrial,” in conformance with each property’s underlying Policy Plan land use designation of “Industrial.”

COUNCIL GOALS: Invest in the Growth and Evolution of the City’s Economy
Operate in a Businesslike Manner
Pursue City’s Goals and Objectives by Working with Other Governmental Agencies

FISCAL IMPACT: None.

BACKGROUND: Ontario International Airport Authority is requesting approval of an amendment to the California Commerce Center Specific Plan to change the land use designation on a total of 81.41 acres of land generally located immediately east of Ontario International Airport (see Figure 1: Location Map, page 3), on Airport-owned property, including:

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

Prepared by: Charles Mercier
Department: Planning
City Manager Approval: 

Submitted to Council/O.H.A. 08/21/2018
Approved: _____
Continued to: _____
Denied: _____

17

- Area 1 — 38.09 acres of land located at the southeast corner of Airport Drive and Haven Avenue, changing the land use designation from “Commercial/Food/Hotel” to “Light Industrial;”
- Area 2 — 6.83 acres of land located at the northeast corner of Haven Avenue and Jurupa Street, changing the land use designation from “Commercial/Food/Hotel” to “Light Industrial;” and
- Area 3 — 36.49 acres of land located at the northeast corner of Commerce Parkway and Jurupa Street, changing the land use designation from “Office” to “Light Industrial.”

The proposed land use designation changes are in conformance with the area’s underlying Policy Plan land use designation of “Industrial.” Moreover, the proposed Specific Plan Amendment is a continuation of the City’s on-going Policy Plan land use consistency effort, to ensure that zoning and Policy Plan land use designations are consistent for all properties throughout the City.

CONSISTENCY 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:

Land Use Element – Compatibility

Goal LU2: Compatibility between a wide range of uses.

LU1-5: Regulation of Uses. We regulate the location, concentration and operations of uses that have impacts on surrounding land uses.

Compliance: Undertaking the Specific Plan Amendment to provide consistency between the California Commerce Center Specific Plan Land Use Map and the Policy Plan Land Use Map, will further The Ontario Plan Vision.

Safety – Noise Hazards

Goal S4: An environment where noise does not adversely affect the public’s health, safety, and welfare.

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

Compliance: The proposed CCSP land use designation changes are consistent with the adopted Airport Land Use Compatibility Plan for both Ontario Airport and Chino Airport and limit new units in noise sensitive locations near the airports.

CONSISTENCY WITH THE ONTARIO INTERNATIONAL AIRPORT LAND USE COMPATIBILITY PLAN (ALUCP): The Application and supporting documentation have been reviewed against ALUCP compatibility factors, including [1] Safety Criteria (ALUCP Table 2-2) and Safety Zones (ALUCP Map 2-2), [2] Noise Criteria (ALUCP Table 2-3) and Noise Impact Zones (ALUCP Map 2-3), [3] Airspace protection Zones (ALUCP Map 2-4), and [4] Overflight Notification Zones

(ALUCP Map 2-5). As a result, staff has concluded that the proposed Specific Plan Amendment is consistent with the policies and criteria set forth within the ALUCP.

ENVIRONMENTAL REVIEW: The application is a project pursuant to the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) ("CEQA"). The environmental impacts of this project were previously analyzed in The Ontario Plan (File No. PGPA06-001) Environmental Impact Report (SCH# 2008101140) certified by the City Council on January 27, 2010. This Application introduces no new significant environmental impacts, as the proposed changes to the California



Commerce Center Specific Plan Land Use Map will implement the Land Use Element of the Policy Plan component of The Ontario Plan.



PLANNING COMMISSION STAFF REPORT

July 24, 2018

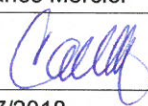
SUBJECT: An amendment to the California Commerce Center Specific Plan (**File No. PSPA18-005**) to: [1] change the land use designation on 38.09 acres of land generally located at the southeast corner of Airport Drive and Haven Avenue, from Commercial/Food/Hotel to Light Industrial; [2] change the land use designation on 6.83 acres of land generally located at the northeast corner of Haven Avenue and Jurupa Street, from Commercial/Food/Hotel to Light Industrial; and [3] Change the land use designation on 36.49 acres of land generally located at the northeast corner of Commerce Parkway and Jurupa Street, from Office to Light Industrial. The Specific Amendment will bring the subject parcels into conformance with the underlying Policy Plan (General Plan) land use designation of Industrial (0.55 FAR) (APNs: 0211-222-55, 0211-232-45, 0211-232-46, 0211-232-16, 0211-232-17, 0211-232-18, 0211-232-19, and 0211-232-20); **submitted by Ontario International Airport Authority.**

PROPERTY OWNER: Ontario International Airport Authority

RECOMMENDED ACTION: That the Planning Commission recommend the City Council approve File No. PSPA18-005 pursuant to the facts and reasons contained in the staff report and attached resolution.

PROJECT SETTING: The project is comprised of three areas of vacant land within the California Commerce Center Specific Plan (CCCSP), totaling 81.41 acres, including [Area 1] 38.09 acres of land generally located at the southeast corner of Airport Drive and Haven Avenue; [Area 2] 6.83 acres of land generally located at the northeast corner of Haven Avenue and Jurupa Street, and [Area 3] 36.4 acres of land generally located at the northeast corner of Commerce Parkway and Jurupa Street. The affected properties are depicted in Figure 1: Project Location Map, below.

Properties surrounding Area 1 are characterized by industrial development to the north, and are within the Commercial/Food/Hotel and Rail Industrial land use districts of the CCCSP. The property to the east is vacant, and is within the Light Industrial land use district of the CCCSP. The property to the south is vacant, and is within the Light Industrial land use district of the CCCSP. The property to the west is developed with airport-related commercial uses (automobile rental services and airport parking facilities), and is within the ONT (Ontario International Airport) zoning district.

Case Planner:	Charles Mercier	Hearing Body	Date	Decision	Action
Planning Director Approval:		DAB			
Submittal Date:	6/27/2018	ZA			
Hearing Deadline:	N/A	PC	7/24/2018	Approval	Recommend
		CC	8/21/2018		Final



Properties surrounding Area 2 are characterized by vacant property to the north, which lies in the Light Industrial land use district of the CCCSP. The property to the east is characterized by industrial development (warehouse/distribution), and is within the Light Industrial land use district of the CCCSP. The property to the south is developed with industrial land uses, and is within the Rail Industrial land use district of the CCCSP. The property to the west is developed with air shipping services (United Parcel Service), and is within the Airport Related land use district of the United Parcel Service Specific Plan.

Properties surrounding Area 3 are characterized by vacant property to the north, which lies in the Light Industrial land use district of the CCCSP. The property to the east is characterized by industrial development, and is within the Light Industrial and Rail Industrial land use districts of the CCCSP. The property to the south is developed with industrial land uses, and is within the Rail Industrial land use district of the CCCSP. The property to the west is developed with industrial land uses, and is within the Light Industrial land use district of the CCCSP.

PROJECT ANALYSIS: In January 2010, the City Council approved The Ontario Plan (TOP), establishing long term goals and policies intended to guide the City 20 or more years into the future. TOP consists of a six part component framework: 1) Vision, 2) Governance Manual, 3) Policy Plan (general plan), 4) City Council Priorities, 5) Implementation, and 6) Tracking and Feedback. The Policy Plan component of TOP serves as the City's General Plan, which in part establishes the land use pattern for the City to achieve its Vision. Following adoption of TOP, staff embarked on an effort to ensure that the zoning and Policy Plan land use designations are consistent for all

properties throughout the City. This application continues the City's on-going TOP Consistency effort.

The Applicant, Ontario International Airport Authority (OIAA), is requesting approval of an Amendment to the California Commerce Center Specific Plan (CCCSP), which will amend the CCCSP Land Use Plan, changing the land use designation on a number of OIAA-owned properties located generally east of the Ontario International Airport proper, across Haven Avenue, within an area affected by Airport Safety Zones 2 and 3, and within the 70 to 75 dB CNEL Airport Noise Contour (as established by the Ontario International Airport Land Use Compatibility Plan). The proposed land use changes are as follows:

- Area 1: From Commercial/Food/Hotel to Light Industrial;
- Area 2: From Commercial/Food/Hotel to Light Industrial; and
- Area 3: From Office to Light Industrial (see Exhibit A: California Commerce Center Specific Plan Land Use Plan Revision, attached).

The proposed Amendment will further The Ontario Plan's Vision by bring the CCCSP land use designation on the affected properties, into consistency with the Policy Plan Land Use Map.

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

[2] Policy Plan (General Plan).

Land Use Element – Compatibility

- Goal LU2: Compatibility between a wide range of uses.
 - LU1-5: Regulation of Uses. We regulate the location, concentration and operations of uses that have impacts on surrounding land uses.

Compliance: Undertaking the Specific Plan Amendment to provide consistency between the CCCSP Land Use Map and the Policy Plan Land Use Map will further The Ontario Plan Vision.

Safety – Noise Hazards

- Goal S4: An environment where noise does not adversely affect the public's health, safety, and welfare.
 - S4-6: Airport Noise Compatibility. We utilize information from Airport Land Use Compatibility Plans to prevent the construction of new noise sensitive land uses within airport noise impact zones.

Compliance: The proposed CCSP land use designation changes are consistent with the adopted Airport Land Use Compatibility Plan for both Ontario Airport and Chino Airport and limit new units in noise sensitive locations near the airports.

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

ENVIRONMENTAL REVIEW: The application is a project pursuant to the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) ("CEQA"). The environmental impacts of this project were previously analyzed in conjunction with The Ontario Plan (File No. PGPA06-001), for which The Ontario Plan Environmental Impact Report (State Clearinghouse No. 2008101140) was prepared and certified by the City Council on January 27, 2010. This Application introduces no new significant environmental impacts, as the proposed changes to the California Commerce Center Specific Plan Land Use Map will implement the Land Use Element of the Policy Plan component of The Ontario Plan.

TECHNICAL APPENDIX:

Area 1 Surrounding Zoning and Land Use

	<i>Existing Land Use</i>	<i>General Plan Designation</i>	<i>Zoning Designation</i>	<i>Specific Plan Land Use</i>
<i>Site</i>	Vacant	Industrial	SP (Specific Plan)	Commercial/Food/Hotel (California Commerce Center Specific Plan (CCCSP))
<i>North</i>	Industrial	Industrial	SP	Commercial/Food/Hotel & Rail Industrial (CCCSP)
<i>South</i>	Vacant	Industrial	SP	Light Industrial (CCCSP)
<i>East</i>	Vacant	Industrial	SP	Light Industrial (CCCSP)
<i>West</i>	Commercial	Airport	ONT (Ontario International Airport)	N/A

Area 2 Surrounding Zoning and Land Use

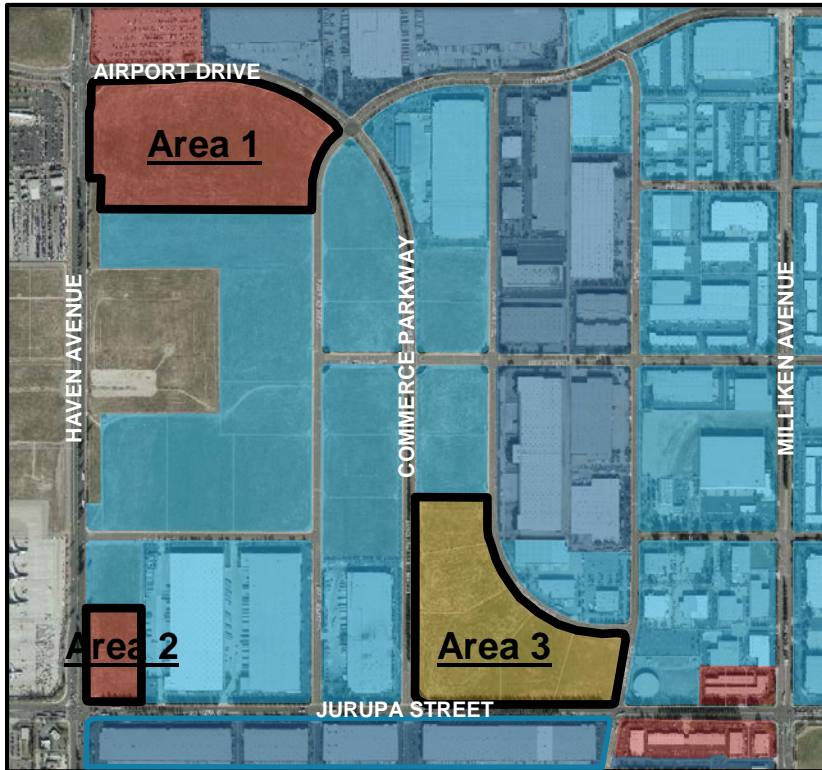
	<i>Existing Land Use</i>	<i>General Plan Designation</i>	<i>Zoning Designation</i>	<i>Specific Plan Land Use</i>
<i>Site</i>	Vacant	Industrial	SP (Specific Plan)	Commercial/Food/Hotel (California Commerce Center Specific Plan (CCCSP))
<i>North</i>	Vacant	Industrial	SP	Light Industrial (CCCSP)
<i>South</i>	Industrial	Industrial	SP	Rail Industrial (CCCSP)
<i>East</i>	Industrial	Industrial	SP	Light Industrial (CCCSP)
<i>West</i>	Shipping Services (United Parcel Service)	Industrial	SP	Airport Related (United Parcel Service Specific Plan)

Area 3 Surrounding Zoning and Land Use:

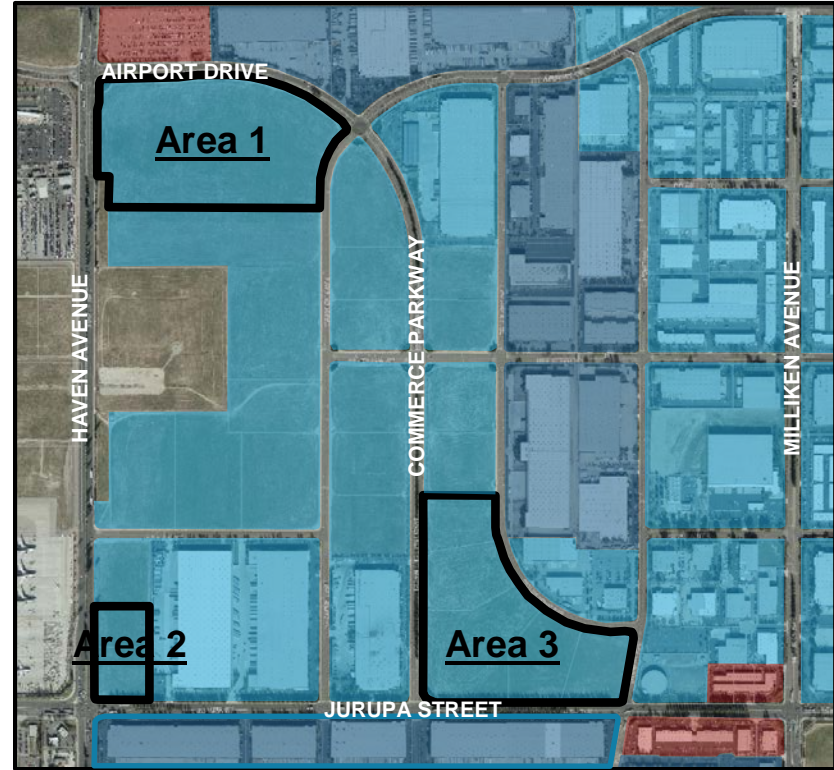
	<i>Existing Land Use</i>	<i>General Plan Designation</i>	<i>Zoning Designation</i>	<i>Specific Plan Land Use</i>
<i>Site</i>	Vacant	Industrial	SP (Specific Plan)	Office (CCCSP)
<i>North</i>	Vacant	Industrial	SP	Light Industrial (CCCSP)
<i>South</i>	Industrial	Industrial	SP	Rail Industrial (CCCSP)
<i>East</i>	Industrial	Industrial	SP	Light Industrial & Rail Industrial (CCCSP)
<i>West</i>	Industrial	Industrial	SP	Airport Related (United Parcel Service Specific Plan)

EXHIBIT A—California Commerce Center Specific Plan Land Use Plan Revision

Existing Land Uses




Proposed Land Uses



Assessor Parcel Nos. Involved:

0211-222-55, 0211-232-45, 0211-232-46, 0211-232-16, 0211-232-17, 0211-232-18, 0211-232-19, and 0211-232-20

Legend:

	Commercial/Food/Hotel		Office
	Light Industrial		Rail Industrial

RESOLUTION NO. PC18-078

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ONTARIO, CALIFORNIA, RECOMMENDING THE CITY COUNCIL APPROVE FILE NO. PSPA18-005, AN AMENDMENT TO THE CALIFORNIA COMMERCE CENTER SPECIFIC PLAN TO: [1] CHANGE THE LAND USE DESIGNATION ON 38.09 ACRES OF LAND GENERALLY LOCATED AT THE SOUTHEAST CORNER OF AIRPORT DRIVE AND HAVEN AVENUE, FROM COMMERCIAL/FOOD/HOTEL TO LIGHT INDUSTRIAL; [2] CHANGE THE LAND USE DESIGNATION ON 6.83 ACRES OF LAND GENERALLY LOCATED AT THE NORTHEAST CORNER OF HAVEN AVENUE AND JURUPA STREET, FROM COMMERCIAL/FOOD/HOTEL TO LIGHT INDUSTRIAL; AND [3] CHANGE THE LAND USE DESIGNATION ON 36.49 ACRES OF LAND GENERALLY LOCATED AT THE NORTHEAST CORNER OF COMMERCE PARKWAY AND JURUPA STREET, FROM OFFICE TO LIGHT INDUSTRIAL, AND MAKING FINDINGS IN SUPPORT THEREOF — APNS: 0211-222-55, 0211-232-45, 0211-232-46, 0211-232-16, 0211-232-17, 0211-232-18, 0211-232-19, AND 0211-232-20.

WHEREAS, Ontario International Airport Authority ("Applicant") has filed an Application for the approval of a Specific Plan Amendment, File No. PSPA18-005, as described in the title of this Resolution (hereinafter referred to as "Application" or "Project"); and

WHEREAS, the Project is comprised of three areas of vacant land within the California Commerce Center Specific Plan (CCCSP), totaling 81.41 acres, including (Area 1) 38.09 acres of land generally located at the southeast corner of Airport Drive and Haven Avenue; (Area 2) 6.83 acres of land generally located at the northeast corner of Haven Avenue and Jurupa Street, and (Area 3) 36.4 acres of land generally located at the northeast corner of Commerce Parkway and Jurupa Street. Each affected property is presently unimproved; and

WHEREAS, properties surrounding Area 1 are characterized by industrial development to the north, and are within the Commercial/Food/Hotel and Rail Industrial land use districts of the CCCSP. The property to the east is vacant, and is within the Light Industrial land use district of the CCCSP. The property to the south is vacant, and is within the Light Industrial land use district of the CCCSP. The property to the west is developed with airport-related commercial uses (automobile rental services and airport parking facilities), and is within the ONT (Ontario International Airport) zoning district; and

WHEREAS, properties surrounding Area 2 are characterized by vacant property to the north, which lies in the Light Industrial land use district of the CCCSP. The property to the east is characterized by industrial development, and is within the Light Industrial

land use district of the CCCSP. The property to the south is developed with industrial land uses, and is within the Rail Industrial land use district of the CCCSP. The property to the west is developed with air shipping services (United Parcel Service), and is within the Airport Related land use district of the United Parcel Service Specific Plan; and

WHEREAS, properties surrounding Area 3 are characterized by vacant property to the north, which lies in the Light Industrial land use district of the CCCSP. The property to the east is characterized by industrial development, and is within the Light Industrial and Rail Industrial land use districts of the CCCSP. The property to the south is developed with industrial land uses, and is within the Rail Industrial land use district of the CCCSP. The property to the west is developed with industrial land uses, and is within the Light Industrial land use district of the CCCSP; and

WHEREAS, in January 2010, the City Council approved The Ontario Plan (TOP), establishing long term goals and policies intended to guide the City 20 or more years into the future. TOP consists of a six part component framework: 1) Vision, 2) Governance Manual, 3) Policy Plan (general plan), 4) City Council Priorities, 5) Implementation, and 6) Tracking and Feedback. The Policy Plan component of TOP serves as the City's General Plan, which in part establishes the land use pattern for the City to achieve its Vision. Following adoption of TOP, staff embarked on an effort to ensure that the zoning and Policy Plan land use designations are consistent for all properties throughout the City. This application continues the City's on-going TOP Consistency effort; and

WHEREAS, The Applicant, Ontario International Airport Authority (OIAA), is requesting approval of an Amendment to the California Commerce Center Specific Plan (CCCSP), which will amend the CCCSP Land Use Plan, changing the land use designation on a number of OIAA-owned properties located generally east of the Ontario International Airport proper, across Haven Avenue, within an area affected by Airport Safety Zones 2 and 3, and is within the 70 to 75 dB CNEL Airport Noise Contour (as established by the Ontario International Airport Land Use Compatibility Plan). The proposed land use changes are as follows:

- Area 1: From Commercial/Food/Hotel to Light Industrial;
- Area 2: From Commercial/Food/Hotel to Light Industrial;
- Area 3: From Office to Light Industrial; and

WHEREAS, the proposed Amendment will further The Ontario Plan's Vision by bring the CCCSP land use designation on the affected properties, into consistency with the Policy Plan Land Use Map; and

WHEREAS, the Application is a project pursuant to the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) ("CEQA"); and

WHEREAS, the environmental impacts of this project were previously reviewed in conjunction with File No. PGPA06-001, a General Plan Amendment for which The Ontario Plan Environmental Impact Report (State Clearinghouse No. 2008101140) ("Certified EIR") was adopted by the City Council on January 27, 2010, and this Application introduces no new significant environmental impacts; and

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

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

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

WHEREAS, the Project is located within the Airport Influence Area of Ontario International Airport, which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and is subject to, and must be consistent with, the policies and criteria set forth in the Ontario International Airport Land Use Compatibility Plan ("ALUCP"), which applies only to jurisdictions within San Bernardino County, and addresses the noise, safety, airspace protection, and overflight impacts of current and future airport activity; and

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

WHEREAS, on July 24, 2018, 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 body 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 Ontario Plan Environmental Impact Report, certified by the City Council on January 27, 2018, in conjunction with File No. PGPA06-01.

(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 that will require revisions to the Certified EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and

(2) Does not constitute substantial changes with respect to the circumstances under which the Certified EIR was prepared, that will require major revisions to the Certified EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects; and

(3) Does not contain new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the Certified EIR was certified/adopted, that shows any of the following:

(a) The project will have one or more significant effects not discussed in the Certified EIR; or

(b) Significant effects previously examined will be substantially more severe than shown in the Certified EIR; or

(c) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the Project, but the City declined to adopt such measures; or

(d) Mitigation measures or alternatives considerably different from those analyzed in the Certified EIR would substantially reduce one or more significant effects on the environment, but which the City declined to adopt.

SECTION 3: *Ontario International Airport Land Use Compatibility Plan (“ALUCP”) Compliance.* The California State Aeronautics Act (Public Utilities Code Section 21670 et seq.) requires that an Airport Land Use Compatibility Plan be prepared for all public use airports in the State; and requires that local land use plans and individual development proposals must be consistent with the policies set forth in the adopted Airport Land Use Compatibility Plan. On April 19, 2011, the City Council of the City of Ontario approved and adopted the Ontario International Airport Land use Compatibility Plan (“ALUCP”), establishing the Airport Influence Area for Ontario International Airport (“ONT”), which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and limits future land uses and development within the Airport Influence Area, as they relate to noise, safety, airspace protection, and overflight impacts of current and future airport activity. As the recommending body for the Project, the Planning Commission has reviewed and considered the facts and information contained in the Application and supporting documentation against the ALUCP compatibility factors, including [1] Safety Criteria (ALUCP Table 2-2) and Safety Zones (ALUCP Map 2-2), [2] Noise Criteria (ALUCP Table 2-3) and Noise Impact Zones (ALUCP Map 2-3), [3] Airspace protection Zones (ALUCP Map 2-4), and [4] Overflight Notification Zones (ALUCP Map 2-5). As a result, the Planning Commission, therefore, finds and determines that the Project, when implemented in conjunction with the conditions of approval, will be consistent with the policies and criteria set forth within the ALUCP.

SECTION 4: *Concluding Facts and Reasons.* Based upon the substantial evidence presented to the Planning Commission during the above-referenced hearing, and upon the specific findings set forth in Section 1 through 3, above, the Planning Commission hereby concludes as follows:

(1) ***The proposed Specific Plan, or amendment thereto, is consistent with the goals, policies, plans and exhibits of the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan.*** The proposed Specific Plan Amendment is consistent with the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan, in that the Specific Plan Amendment contributes toward the legislative framework for the implementation of The Ontario Plan’s allowed land uses, guiding growth and development within the Light Industrial and Rail

Industrial and use districts, and achieving optimum results from the City's physical, economic, environmental, and human resources.

(2) ***The proposed Specific Plan, or amendment thereto, would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City.*** The proposed land uses and corresponding land use standards established by the Specific Plan have been created with the intent to safeguard and further the public interest, health, safety, convenience, and general welfare, and to ensure that the purposes of The Ontario Plan are maintained.

(3) ***The proposed Specific Plan Amendment will not adversely affect the harmonious relationship with adjacent properties and land uses.*** The locations of the proposed Specific Plan Amendment, and the conditions under which it will be implemented and maintained, is consistent with the Policy Plan component of The Ontario Plan and the City's Development Plan, and, therefore, will not adversely affect the harmonious relationship with adjacent properties and land uses.

(4) ***The subject site is physically suitable, including, but not limited to, parcel size, shape, access, and availability of utilities, for the request and anticipated development.*** The proposed Specific Plan Amendment has been thoroughly evaluated by City agencies and departments, which have established that the affected properties are physically suitable for the proposed land use changes in terms of parcel size, shape, access, and availability of utilities.

SECTION 5: Planning Commission Action. Based upon the findings and conclusions set forth in Sections 1 through 3, above, the Planning Commission hereby RECOMMENDS THE CITY COUNCIL APPROVE the herein described Application, subject to each and every condition set forth in the Department reports attached hereto as "Attachment A," and incorporated herein by this reference.

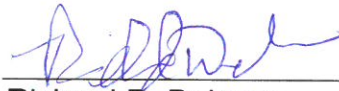
SECTION 6: Indemnification. The Applicant shall agree to defend, indemnify and hold harmless, the City of Ontario or its agents, officers, and employees from any claim, action or proceeding against the City of Ontario or its agents, officers or employees to attack, set aside, void, or annul this approval.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

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

SECTION 8: Certification to Adoption. The Secretary shall certify to the adoption of the Resolution.

The Secretary Pro Tempore for the Planning Commission of the City of Ontario shall certify as to the adoption of this Resolution.

I hereby certify that the foregoing Resolution was duly and regularly introduced, passed and adopted by the Planning Commission of the City of Ontario at a regular meeting thereof held on the 24th day of July 2018, and the foregoing is a full, true and correct copy of said Resolution, and has not been amended or repealed.



Richard D. Delman
Planning Commission Chairman

ATTEST:



Cathy Wahlstrom
Planning Director
Secretary of 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. PC18-078, was duly passed and adopted by the Planning Commission of the City of Ontario at their regular meeting held on July 24, 2018, by the following roll call vote, to wit:

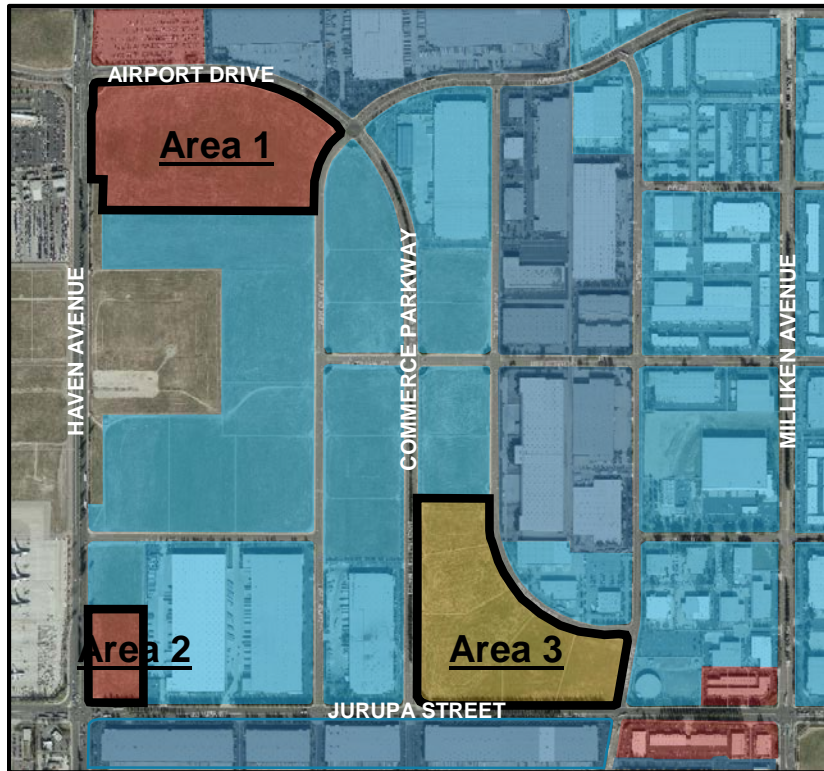
- AYES: DeDiemar, Delman, Downs, Gage, Gregorek, Reyes, Willoughby
- NOES: None
- ABSENT: None
- ABSTAIN: None



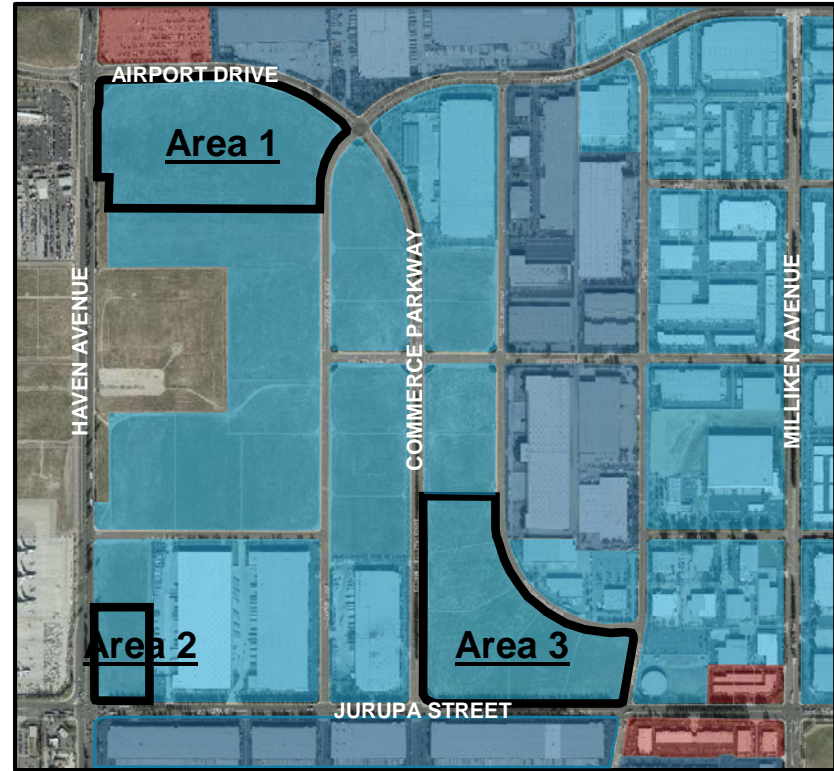
Gwen Berendsen
Secretary Pro Tempore

ATTACHMENT A: California Commerce Center Specific Plan Land Use Plan Revision

Existing Land Uses



Proposed Land Uses



Assessor Parcel Nos. Involved:

0211-222-55, 0211-232-45, 0211-232-46, 0211-232-16, 0211-232-17, 0211-232-18, 0211-232-19, and 0211-232-20

Legend:

	Commercial/Food/Hotel		Office
	Light Industrial		Rail Industrial

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PSPA18-005, AN AMENDMENT TO THE CALIFORNIA COMMERCE CENTER SPECIFIC PLAN (FILE NO. PSPA18-005), CHANGING THE LAND USE DESIGNATION ON 3 PARCELS TOTALING 81.41 ACRES OF LAND LOCATED AT THE SOUTHEAST CORNER OF AIRPORT DRIVE AND HAVEN AVENUE (38.09 ACRES), THE NORTHEAST CORNER OF HAVEN AVENUE AND JURUPA STREET (6.83 ACRES), AND THE NORTHEAST CORNER OF COMMERCE PARKWAY AND JURUPA STREET (36.49 ACRES), FROM "COMMERCIAL/FOOD/HOTEL" AND "OFFICE," TO "LIGHT INDUSTRIAL," IN CONFORMANCE WITH EACH PROPERTY'S UNDERLYING POLICY PLAN LAND USE DESIGNATION OF "INDUSTRIAL," AND MAKING FINDINGS IN SUPPORT THEREOF — APNS: 0211-222-55, 0211-232-45, 0211-232-46, 0211-232-16, 0211-232-17, 0211-232-18, 0211-232-19, AND 0211-232-20.

WHEREAS, Ontario International Airport Authority ("Applicant") has filed an Application for the approval of a Specific Plan Amendment, File No. PSPA18-005, as described in the title of this Resolution (hereinafter referred to as "Application" or "Project"); and

WHEREAS, the Project is comprised of three areas of vacant land within the California Commerce Center Specific Plan (CCCSP), totaling 81.41 acres, including (Area 1) 38.09 acres of land generally located at the southeast corner of Airport Drive and Haven Avenue; (Area 2) 6.83 acres of land generally located at the northeast corner of Haven Avenue and Jurupa Street, and (Area 3) 36.4 acres of land generally located at the northeast corner of Commerce Parkway and Jurupa Street. Each affected property is presently unimproved; and

WHEREAS, properties surrounding Area 1 are characterized by industrial development to the north and are within the Commercial/Food/Hotel and Rail Industrial land use districts of the CCCSP. The property to the east is vacant and is within the Light Industrial land use district of the CCCSP. The property to the south is vacant and is within the Light Industrial land use district of the CCCSP. The property to the west is developed with airport-related commercial uses (automobile rental services and airport parking facilities), and is within the ONT (Ontario International Airport) zoning district; and

WHEREAS, properties surrounding Area 2 are characterized by vacant property to the north, which lies in the Light Industrial land use district of the CCCSP. The property to the east is characterized by industrial development and is within the Light Industrial land use district of the CCCSP. The property to the south is developed with industrial land uses and is within the Rail Industrial land use district of the CCCSP. The property to the west is developed with air shipping services (United Parcel Service) and is within the Airport Related land use district of the United Parcel Service Specific Plan; and

WHEREAS, properties surrounding Area 3 are characterized by vacant property to the north, which lies in the Light Industrial land use district of the CCCSP. The property to the east is characterized by industrial development and is within the Light Industrial and Rail Industrial land use districts of the CCCSP. The property to the south is developed with industrial land uses and is within the Rail Industrial land use district of the CCCSP. The property to the west is developed with industrial land uses and is within the Light Industrial land use district of the CCCSP; and

WHEREAS, in January 2010, the City Council approved The Ontario Plan (TOP), establishing long term goals and policies intended to guide the City 20 or more years into the future. TOP consists of a six part component framework: 1) Vision, 2) Governance Manual, 3) Policy Plan (General Plan), 4) City Council Priorities, 5) Implementation, and 6) Tracking and Feedback. The Policy Plan component of TOP serves as the City's General Plan which, in part, establishes the land use pattern for the City to achieve its Vision. Following adoption of TOP, staff embarked on an effort to ensure that the zoning and Policy Plan land use designations are consistent for all properties throughout the City. This application continues the City's on-going TOP Consistency effort; and

WHEREAS, the Applicant, Ontario International Airport Authority (OIAA), is requesting approval of an Amendment to the California Commerce Center Specific Plan (CCCSP), which will amend the CCCSP Land Use Plan, changing the land use designation on a number of OIAA-owned properties located generally east of the Ontario International Airport proper, across Haven Avenue, within an area affected by Airport Safety Zones 2 and 3, and is within the 70 to 75 dB CNEL Airport Noise Contour (as established by the Ontario International Airport Land Use Compatibility Plan). The proposed land use changes are as follows:

- Area 1: From Commercial/Food/Hotel to Light Industrial;
- Area 2: From Commercial/Food/Hotel to Light Industrial;
- Area 3: From Office to Light Industrial; and

WHEREAS, the proposed Amendment will further The Ontario Plan's Vision by bringing the CCCSP land use designation on the affected properties into consistency with the Policy Plan Land Use Map; and

WHEREAS, the Application is a project pursuant to the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) ("CEQA"); and

WHEREAS, the environmental impacts of this project were previously reviewed in conjunction with File No. PGPA06-001, a General Plan Amendment for which The Ontario Plan Environmental Impact Report (SCH# 2008101140) ("Certified EIR") was adopted by the City Council on January 27, 2010, and this Application introduces no new significant environmental impacts; and

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

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

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

WHEREAS, the Project is located within the Airport Influence Area of Ontario International Airport, 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;

WHEREAS, on July 24, 2018, 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. PC18-078 recommending the City Council approve the Application; and

WHEREAS, on August 21, 2018, the City Council of the City of Ontario conducted a hearing to consider the Project, and concluded said hearing on that date; and

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

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

SECTION 1. Environmental Determination and Findings. As the decision-making body for the Project, the City Council has reviewed and considered the information contained in the previous Certified EIR and supporting documentation. Based upon the facts and information contained in the previous Certified EIR and supporting documentation, the City Council finds as follows:

(1) The environmental impacts of this project were previously reviewed in conjunction with The Ontario Plan Environmental Impact Report, certified by the City Council on January 27, 2018, in conjunction with File No. PGPA06-01.

(2) The previous Certified EIR contains a complete and accurate reporting of the environmental impacts associated with the Project; and

(3) The previous Certified EIR was completed in compliance with CEQA and the Guidelines promulgated thereunder; and

(4) The previous Certified EIR reflects the independent judgment of the City Council; and

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

SECTION 2. *Subsequent or Supplemental Environmental Review Not Required.* Based on the information presented to the City Council, and the specific findings set forth in Section 1, above, the City Council finds that the preparation of a subsequent or supplemental Certified EIR is not required for the Project, as the Project:

(1) Does not constitute substantial changes that will require revisions to the Certified EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and

(2) Does not constitute substantial changes with respect to the circumstances under which the Certified EIR was prepared that will require major revisions to the Certified EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects; and.

(3) Does not contain new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the Certified EIR was certified/adopted that shows any of the following:

(a) The project will have one or more significant effects not discussed in the Certified EIR; or

(b) Significant effects previously examined will be substantially more severe than shown in the Certified EIR; or

(c) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the Project, but the City declined to adopt such measures; or

(d) Mitigation measures or alternatives considerably different from those analyzed in the Certified EIR would substantially reduce one or more significant effects on the environment, but which the City declined to adopt.

SECTION 3. *Ontario International Airport Land Use Compatibility Plan (“ALUCP”) Compliance.* The California State Aeronautics Act (Public Utilities Code Section 21670 et seq.) requires that an Airport Land Use Compatibility Plan be prepared for all public use airports in the State; and requires that local land use plans and individual development proposals must be consistent with the policies set forth in the adopted

Airport Land Use Compatibility Plan. On April 19, 2011, the City Council of the City of Ontario approved and adopted the Ontario International Airport Land use Compatibility Plan ("ALUCP"), establishing the Airport Influence Area for Ontario International Airport ("ONT"), which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and limits future land uses and development within the Airport Influence Area, as they relate to noise, safety, airspace protection, and overflight impacts of current and future airport activity. As the decision-making body for the Project, the City Council has reviewed and considered the facts and information contained in the Application and supporting documentation against the ALUCP compatibility factors, including [1] Safety Criteria (ALUCP Table 2-2) and Safety Zones (ALUCP Map 2-2), [2] Noise Criteria (ALUCP Table 2-3) and Noise Impact Zones (ALUCP Map 2-3), [3] Airspace protection Zones (ALUCP Map 2-4), and [4] Overflight Notification Zones (ALUCP Map 2-5). As a result, the City Council, therefore, finds and determines that the Project, when implemented in conjunction with the conditions of approval, will be consistent with the policies and criteria set forth within the ALUCP.

SECTION 4. Concluding Facts and Reasons. Based upon the substantial evidence presented to the City Council during the above-referenced hearing, and upon the specific findings set forth in Section 1 through 3, above, the City Council hereby concludes as follows:

(1) ***The proposed Specific Plan, or amendment thereto, is consistent with the goals, policies, plans and exhibits of the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan.*** The proposed Specific Plan Amendment is consistent with the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan, in that the Specific Plan Amendment contributes toward the legislative framework for the implementation of The Ontario Plan's allowed land uses, guiding growth and development within the Light Industrial and Rail Industrial and use districts, and achieving optimum results from the City's physical, economic, environmental, and human resources.

(2) ***The proposed Specific Plan, or amendment thereto, would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City.*** The proposed land uses and corresponding land use standards established by the Specific Plan have been created with the intent to safeguard and further the public interest, health, safety, convenience, and general welfare, and to ensure that the purposes of The Ontario Plan are maintained.

(3) ***The proposed Specific Plan Amendment will not adversely affect the harmonious relationship with adjacent properties and land uses.*** The locations of the proposed Specific Plan Amendment, and the conditions under which it will be implemented and maintained, is consistent with the Policy Plan component of The Ontario Plan and the City's Development Plan, and, therefore, will not adversely affect the harmonious relationship with adjacent properties and land uses.

(4) ***The subject site is physically suitable, including, but not limited to, parcel size, shape, access, and availability of utilities, for the request and anticipated development.*** The proposed Specific Plan Amendment has been thoroughly

evaluated by City agencies and departments, which have established that the affected properties are physically suitable for the proposed land use changes in terms of parcel size, shape, access, and availability of utilities.

SECTION 5. City Council Action. Based upon the findings and conclusions set forth in Sections 1 through 3, above, the City Council hereby APPROVES the herein described Application, as shown on “ATTACHMENT A: California Commerce Center Specific Plan Land Use Plan Revision” of this resolution.

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

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

SECTION 8. Certification to Adoption. The City Clerk shall certify to the adoption of the Resolution.

PASSED, APPROVED, AND ADOPTED this 21st day of August 2018.

PAUL S. LEON, MAYOR

ATTEST:

SHEILA MAUTZ, CITY CLERK

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that foregoing Resolution No. 2018- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held August 21, 2018, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

SHEILA MAUTZ, CITY CLERK

(SEAL)

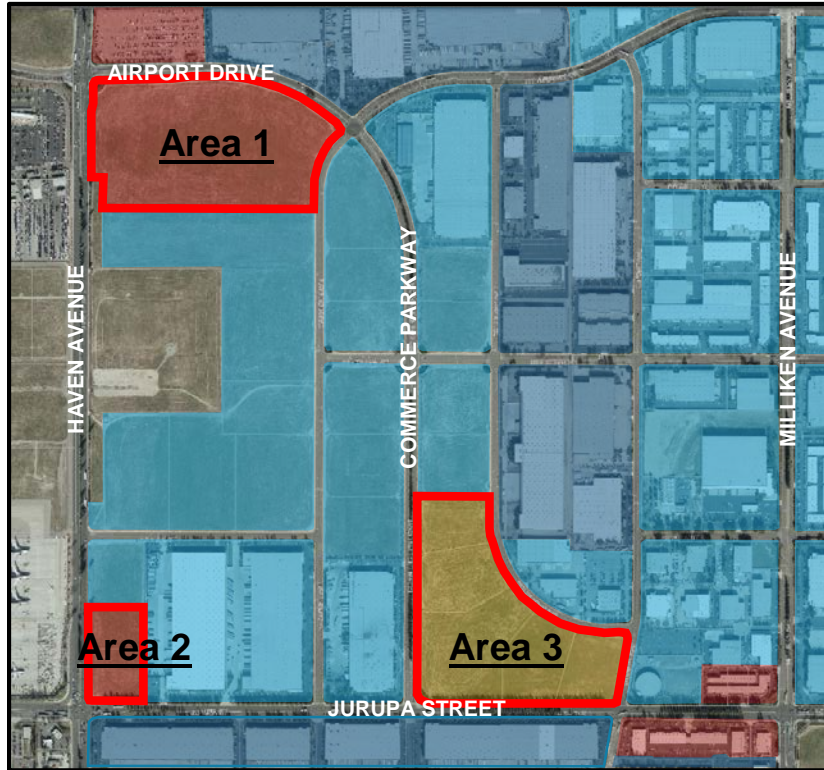
The foregoing is the original of Resolution No. 2018- duly passed and adopted by the Ontario City Council at their regular meeting held August 21, 2018.

SHEILA MAUTZ, CITY CLERK

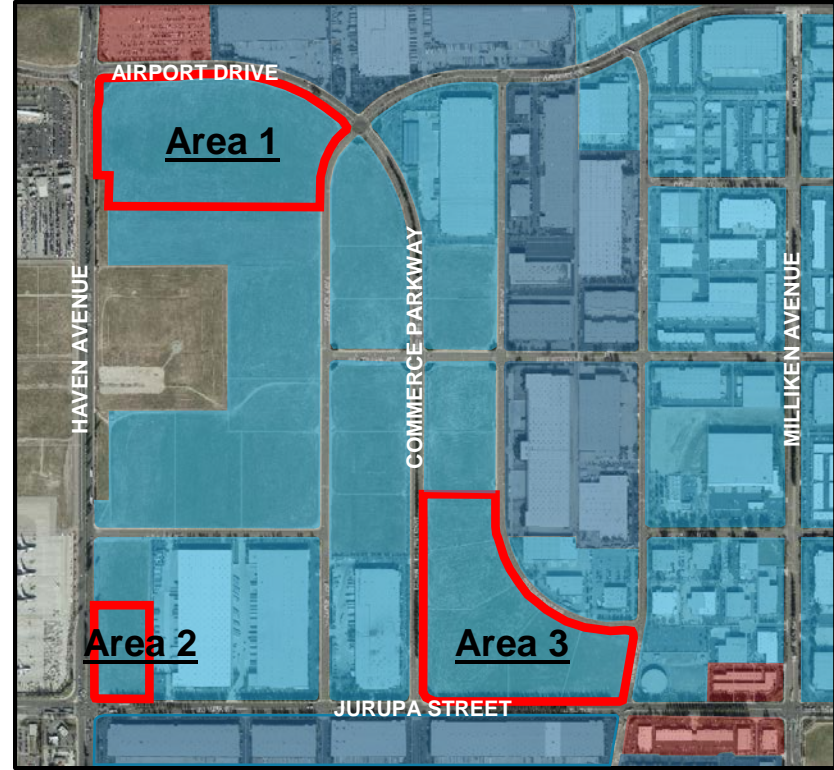
(SEAL)

ATTACHMENT A: California Commerce Center Specific Plan Land Use Plan Revision

Existing Land Uses



Proposed Land Uses



Assessor Parcel Nos. Involved:

0211-222-55, 0211-232-45, 0211-232-46, 0211-232-16, 0211-232-17, 0211-232-18, 0211-232-19, and 0211-232-20

Legend:

	Commercial/Food/Hotel		Office
	Light Industrial		Rail Industrial