CITY OF ONTARIO

Regular City Council/Housing Authority Meeting
AUGUST 15, 2023

City Hall
303 East B Street, Ontario, CA 91764

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

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

WELCOME TO A MEETING OF THE ONTARIO CITY COUNCIL

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

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

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

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

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

ACCOMODATIONS

If you need special assistance or accommodations to participate in this meeting, please contact the City Clerk's office at 909-395-2009. Notification of 48 hours prior to the meeting will help the City make reasonable arrangements. Equipment for the hearing impaired is available in the Records Management Office.

ORDER OF BUSINESS

The regular City Council and Housing Authority meeting begins with Closed Session and Closed Session Comment at 5:30 p.m., Public Comment at 6:30 p.m. immediately followed by the Regular Meeting and Public Hearings. No agenda item will be introduced for consideration after 10:00 p.m. except by majority vote of the City Council.

CALL TO ORDER *(OPEN SESSION)*

ROLL CALL

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

CLOSED SESSION PUBLIC COMMENT

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

CLOSED SESSION

GC 54957, PUBLIC EMPLOYEE PERFORMANCE EVALUATIONS:
City Manager

GC 54957.6 CONFERENCE WITH LABOR NEGOTIATORS
Agency designated representative: Mayor; Unrepresented Employee: City Manager

GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: APN: 1048-562-06; 212-218 North Palm Avenue; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: Kenneth Hale; Under negotiation: Price and terms of payment.

GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: APN: 1048-562-07; 210 North Palm Avenue and 222 West B Street; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: Pan de Vida Spanish Ministry of Ontario; Under negotiation: Price and terms of payment.

GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: APN: 0218-101-03, 0218-101-04, 0218-101-05, 0218-101-06; Southeast Corner Riverside Drive and Vineyard Avenue; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: JCLIN INVESTMENT LP; Under negotiation: Price and terms of payment

GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: APN: 0218-111-08, 0218-111-11, 0218-111-12, 0218-111-49, 0218-111-50; Southeast Corner Riverside Drive and Ontario Avenue; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: 15 Dairy River LLC; Under negotiation: Price and terms of payment

GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: APN: 0218-111-06; Southeast Corner Riverside Drive and Ontario Avenue; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: Sanchez Family Trust; Under negotiation: Price and terms of payment

GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: APN: 0218-111-05; Southeast Corner Riverside Drive and Ontario Avenue; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: Raymundo Flores; Under negotiation: Price and terms of payment

GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: APN: 0218-111-04, 0218-111-45; Southeast Corner Riverside Drive and Ontario Avenue; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: Ontario WF Farm LLC; Under negotiation: Price and terms of payment

ATTACHMENT: 20230815 Closed Session

PLEDGE OF ALLEGIANCE

Council Member Bowman

INVOCATION

Dr. Maribel Zacapa, Church of God of Prophecy

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.

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

AGENDA REVIEW/ANNOUNCEMENTS

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

INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

Agenda item contractors, subcontractors and agents may require member abstentions due to conflict of interests and financial interests. Council Member abstentions shall be stated under this item for recordation on the appropriate item.

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 cancelled meetings of the City Council and Housing Authority of July 4, 2023, and regular meetings of the City Council and Housing Authority of July 18, 2023 approving same as on file in the Records Management Department.

ATTACHMENT: 20230704 Minutes
ATTACHMENT: 20230718 Minutes

2. **BILLS & PAYROLL**

Bills June 30, 2023 through July 27, 2023, and Payroll June 18, 2023 through July 15, 2023 when audited by the Finance Committee.

3. **A MEMORANDUM OF UNDERSTANDING WITH THE INLAND EMPIRE UTILITIES AGENCY FOR THE EUCLID AVENUE RECYCLED WATER PROJECT**

That the City Council approve and authorize the City Manager or designee to execute a Memorandum of Understanding (on file in the Records Management Department) by and between the City of Ontario and the Inland Empire Utilities Agency (IEUA) for the Euclid Avenue Recycled Water Project; and reimbursement of shared construction costs pursuant to the MOU for up to $910,000 plus a 15% contingency of $136,500 for a total not-to-exceed amount of $1,046,500.

ATTACHMENT: Euclid Avenue Recycled Water Phase Map UT1072.pdf

4. **AN AMENDMENT TO ON-CALL DESIGN SERVICES AGREEMENT WITH INFRASTRUCTURE ENGINEERING CORPORATION FOR LAUREL AVENUE, SULTANA AVENUE, AND NOCTA STREET SEWER SERVICE IMPROVEMENTS (PROJECTS UT 1067, UT 1069, AND UT 1077)**

That the City Council approve and authorize the City Manager, or designee, to execute Amendment No. 16 to the On-Call Design Services Agreement (on file in the Record Management Department) with Infrastructure Engineering Corporation, of Irvine, California, for an increase to the existing Agreement by $110,044, for a total not-to-exceed amount of $3,040,240.

ATTACHMENT: Exhibit A.docx
ATTACHMENT: Exhibit B.docx
ATTACHMENT: Exhibit C.docx

5. **A CHANGE ORDER TO THE ANNUAL CONTRACT WITH GENERAL PUMP COMPANY INC. FOR ON-CALL MAINTENANCE, REHABILITATION, INSPECTIONS, AND EMERGENCY WELL REPAIRS**

That the City Council approve and authorize the City Manager, or designee, to execute Change Order No. 5 to Contract No. 1819-01 (on file in the Records Management Department) with General Pump Company Inc., of San Dimas, California, for maintenance, rehabilitation, inspection and emergency well repairs for $21,550 and a term extension to June 30, 2024.

6. **AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH FREEDOM**

AUTOMATION INC. FOR SUPERVISORY CONTROL AND DATA ACQUISITION COMPUTER PROGRAMING SUPPORT SERVICES

That the City Council approve and authorize the City Manager, or designee, to execute Amendment No. 5 to the Professional Services Agreement (on file in the Records Management Department) with Freedom Automation Inc., of Oceanside, California, for the City's Supervisory Control and Data Acquisition (SCADA) computer programming support services for $55,800 and a term extension to June 30, 2024.

7. PURCHASE OF WATER SYSTEM MATERIALS WITH UNITED WATER WORKS INC. AND WESTERN WATER WORKS SUPPLY CO.

That the City Council take the following actions:

A. Approve and authorize the City Manager, or designee, to execute the Goods and Equipment Purchase Agreement (on file in the Records Management Department) with United Water Works Inc., of Santa Ana, California, for waterworks material in the amount of $265,000 for Fiscal Year 2023-24, and authorize the cost of $265,000 with up to a 5% increase per Fiscal Year (2024-25 to 2027-28) for a total not-to-exceed amount of $1,464,292, with an initial term of one (1) year, and authorize the option to extend the Agreement for up to four (4) consecutive one (1) year periods, at the set pricing levels per Bid No. 1659.
B. Approve and authorize the City Manager, or designee, to execute the Goods and Equipment Purchase Agreement (on file in the Records Management Department) with Western Water Works Supply Co., of Chino Hills, California, for waterworks material in the amount of $265,000 for Fiscal Year 2023-24, and authorize the cost of $265,000 with up to a 5% increase per Fiscal Year (2024-25 to 2027-28) for a total not-to-exceed amount of $1,464,292, with an initial term of one (1) year, and authorize the option to extend the Agreement for up to four (4) consecutive one (1) year periods, at the set pricing levels per Bid No. 1659.
C. Authorize a total aggregate not-to-exceed amount of $2,928,584 with United Water Works Inc., and Western Water Works Supply Co.

8. PROCUREMENT OF SYNTHETIC TURF FIELD WITH FIELD TURF USA, INC. FOR DE ANZA PARK

That the City Council authorize the procurement of one synthetic turf field from FieldTurf USA, Inc., of Calhoun, Georgia, consistent with the terms and conditions of the Sourcewell Cooperative Contract # 031622-FTU in the amount of $671,794.

9. A CONSTRUCTION CONTRACT WITH CT&T CONCRETE PAVING INC. FOR TCC ACTIVE TRANSPORTATION PROJECTS C & D

That the City Council award a Construction Contract (on file in the Records Management Department) to CT&T Concrete Paving, Inc. of Diamond Bar, California, for the TCC Active Transportation Projects C & D (Project) in the amount of $1,694,688; and authorize the City Manager, or his designee to execute said contract and all related documents, and file a notice of completion at the conclusion of all construction activities.

10. QUIT CLAIM DEED WITH PROLOGIS, L.P. AND A RESOLUTION APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY AND FINAL PARCEL MAP NO. 20537

That the City Council take the following actions:

A. Authorize the City Manager or his designee to execute a Quit Claim Deed to Prologis, L.P., for fee title ownership of East Borba Street; and
B. Adopt a Resolution approving an Improvement Agreement, Improvement Security and Final Parcel Map No. 20537, located on the northeast corner of Grove Avenue and Merrill Avenue.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FINAL PARCEL MAP NO. 20537 LOCATED ON THE NORTHEAST CORNER GROVE AVENUE AND MERRILL AVENUE.

ATTACHMENT: Quit Claim and Parcel Map 20537^01^EXH^A.pdf
ATTACHMENT: Quit Claim and Parcel Map 20537^02^EXH^B.pdf
ATTACHMENT: Quit Claim and Parcel Map 20537^03^RESO^RM

11. A DESIGN SERVICES AGREEMENT WITH PBK ARCHITECTS, INC. FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE FIRE STATION NO. 11 PROJECT

That the City Council take the following actions:

A. Approve and authorize the City Manager or his designee to execute Design Services Agreement No. D&C23-005 Fire Station No. 11 (on file with the Records Management Department) with PBK Architects, Inc., of Rancho Cucamonga, California, to provide architectural and engineering services for the design of the Fire Station No. 11 Project for a total not-to-exceed contract amount of $3,674,000; and
B. Authorize the City Manager or his designee to execute all documents required for the completion of the project including, but not limited to, contracts, agreements, reduction of retention accounts, and filing of a notice of completion at the conclusion of all construction related activities.

12. A CONSTRUCTION CONTRACT WITH WAKECO, INC. FOR THE INTEGRATED WASTE WELDING SHOP CANOPY PROJECT

That the City Council take the following actions:

A. Approve HZS Engineering and Construction's bid withdrawal;
B. Authorize the City Manager or his designee to approve the plans and specifications and award Contract No. D&C23-003 (on file with the Records Management Department) to Wakeco, Inc., of Temecula, California, for the construction of the Integrated Waste Welding Shop Canopy Project, in the amount of $250,000;
C. Authorize a 10% contingency of $25,000 to address any unforeseen issues that may arise during construction; and

D. Authorize the City Manager or his designee to execute all documents required for the completion of the project including, but not limited to, contracts, agreements, assessments, easements, reduction of retention accounts, and filing a notice of completion at the conclusion of all construction related activities.

13. AN AMENDMENT TO THE DESIGN SERVICES AGREEMENT WITH ROBERT BORDERS AND ASSOCIATES FOR ON-CALL ARCHITECTURAL DESIGN SERVICES FOR THE EASTERN LITTLE LEAGUE LATIMER BASEBALL FIELD CONCESSION BUILDING AND BLEACHERS RENOVATION PROJECT

That the City Council authorize the City Manager or his designee to execute Amendment No. 16 to the Design Services Agreement (on file in the Records Management Department) with Robert Borders and Associates, of Costa Mesa, California, to provide on-call architectural design services for the Eastern Little League Latimer Baseball Field Concession Building and Bleachers Renovation Project in the amount of $96,768 for a total not-to-exceed contract amount of $570,166.

14. AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH ROUTEWARE, INC. FOR THE IMPLEMENTATION OF ADDITIONAL INTEGRATED WASTE ROUTE OPTIMIZATION SOFTWARE EQUIPMENT

That the City Council take the following actions:

A. Authorize the City Manager or his designee to execute Amendment No. 1 to the Professional Services Agreement (on file with the Records Management Department) with Routeware, Inc., of Portland, Oregon, for the implementation of additional Integrated Waste route optimization software equipment (video and camera) features with a one-time charge in the amount of $171,212 and monthly recurring cost of $7,204 for twelve months, for a total not-to-exceed contract amount of $398,264 for Fiscal Year 2023-24; and
B. Authorize the City Manager or his designee to extend the Agreement up to an additional one-year term at the City's discretion for an amount not-to-exceed $1,120,992 over a three-year term, consistent with future budgets approved by the City Council.

15. AUTHORIZE THE PURCHASE OF SPECIALIZED POLICE EQUIPMENT WITH TRIJICON, INC.

That City Council authorize the City Manager or his designee to execute a one-time purchase of specialized Police equipment through Trijicon, Inc. for an amount not to exceed $187,660.

16. AUTHORIZE THE PURCHASE OF FLEET VEHICLES WITH VELOCITY TRUCK CENTERS AND RDO EQUIPMENT COMPANY

That the City Council take the following actions:

A. Authorize the cooperative purchase and delivery of the following vehicles from Velocity Truck Centers, of Whittier, California, consistent with the terms and conditions of the Sourcewell Cooperative Contract No. 060920-ATC for a total amount not-to-exceed

$7,768,200:

1. Seven (7) Autocar front loading refuse trucks for the Integrated Waste Department in the amount of $2,947,000 plus a 20% contingency of $589,400 for a total amount not-to-exceed $3,536,400;
2. Six (6) Autocar side loading refuse trucks for the Integrated Waste Department in the amount of $2,490,000 plus a 20% contingency of $498,000 for a total amount not-to-exceed $2,988,000; and
3. Three (3) Autocar roll off refuse trucks for the Integrated Waste Department in the amount of $1,036,500 plus a 20% contingency of $207,300 for a total amount not-to-exceed $1,243,800.

B. Authorize the cooperative purchase and delivery of three (3) Battle Motors side loading refuse trucks for the Integrated Waste Department in the amount of $1,270,200 plus a 20% contingency of $254,040 for a total amount not-to-exceed of $1,524,240 from Velocity Truck Centers, of Whittier, California, consistent with the terms and conditions of the Sourcewell Cooperative Contract No. 060920-CRN; and

C. Authorize the cooperative purchase and delivery of the following equipment from RDO Equipment Company, of Riverside, California, consistent with the terms and conditions of the Sourcewell Cooperative Contract No. 011723- JDC for a total amount not-to-exceed $559,950:

1. Two (2) John Deere loader for the Parks and Maintenance Department in the amount of $293,396 plus a 20% contingency of $58,679, for a total amount not-to-exceed $352,075;
2. One (1) John Deere backhoe for the Utilities Department in the amount of $173,229 plus a 20% contingency of $34,646 for a total amount not-to-exceed $207,875.

17. AN AGREEMENT WITH GRANICUS, LLC., FOR THE PEAK AGENDA MANAGEMENT, RENTAL ACTIVITY MONITORING, CLOUD COMMUNICATIONS, AND THE FREEDOM OF INFORMATION ACT MODULES

That the City Council authorizes the City Manager or his designee to execute an Agreement (on file with the Records Management Department) with Granicus, LLC., of St. Paul, Minnesota, for the use of the Peak Agenda Management, Rental Activity Monitoring, Cloud Communications, and the Freedom of Information Act (FOIA) modules in the amount not-to-exceed $336,480 for three years.

18. ACCEPTANCE FOR GRANT FROM CALIFORNIA HIGHWAY PATROL FOR THE CANNABIS TAX FUND GRANT PROGRAM FISCAL YEAR 2023-24 FOR THE AMOUNT OF $256,936.

City Council previously approved the Police Department application and acceptance of the CHP Cannabis Tax Fund Grant in the amount of $291,250, however the Department was not awarded the full asking amount. The amount awarded by the Grant Program is $256,936. We ask that City Council authorize the City Manager or his designee to execute all documents necessary to accept the 12-month grant in the amount of $256,936.

19. AN AMENDMENT TO THE AGREEMENT WITH CENTRALSQUARE TECHNOLOGIES, LLC., FOR

911 DISPATCH SYSTEM

That the City Council authorize the City Manager or his designee to execute an Amendment to the current Agreement (on file with the Records Management Department) with CentralSquare Technologies, LLC., of Lake Mary, Florida, to include the Rehosting Services for the Computer-Aided Dispatch (CAD), used by the Police and Fire Department in the amount not-to-exceed $742,765.

20. AMERICORPS STATE COMPETITVE CONTINUATION GRANT FOR 2023-24

That the City Council authorize the City Manager or designee to execute grant documents and accept a $368,000 AmeriCorps Competitive Continuation Grant for October 2023 through September 2024 to fund the Ontario Promise Corps Project.

21. AN ORDINANCE AMENDING CHAPTER 33 OF TITLE 5 OF VOLUME 1 TO THE ONTARIO MUNICIPAL CODE, AMENDING THE PUBLIC ART PROGRAM, RENAMING THE PUBLIC ART ADVISORY COMMITTEE TO THE PUBLIC ART ADVISORY COMMISSION, ADDING REGULATIONS FOR PUBLIC ART FUNDED BY CITY FUNDS ON CITY PROJECTS, AND FINDING THE ACTION EXEMPT FROM CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

That the City Council consider and take action by adopting an Ordinance amending the Public Art Program, renaming the Public Art Advisory Committee to the Public Art Advisory Commission, adding regulations for public art funded by City funds on City projects, and finding the action exempt from CEQA.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AMENDING CHAPTER 33 TO TITLE 5 OF VOLUME I TO THE ONTARIO MUNICIPAL CODE, AMENDING THE PUBLIC ART PROGRAM, RENAMING THE PUBLIC ART ADVISORY COMMITTEE TO THE PUBLIC ART ADVISORY COMMISSION, ADDING REGULATIONS FOR PUBLIC ART FUNDED BY CITY FUNDS ON CITY PROJECTS AND FINDING THE ACTION EXEMPT FROM CEQA.

ATTACHMENT: Public Art^ORD^RM

22. A RESOLUTION SETTING COMPENSATION FOR THE VOTING MEMBERS OF THE PUBLIC ART ADVISORY COMMISSION

That the City Council adopt a Resolution setting the compensation amount for the voting members of the Public Art Advisory Commission.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, SETTING COMPENSATION OF VOTING MEMBERS OF THE PUBLIC ART PROGRAM ADVISORY COMMISSION AND ARTIST SELECTION PANELS.

ATTACHMENT: Public_Art_Commission_Compensation_01_RESO_RM

23. A PLANNED UNIT DEVELOPMENT (FILE NO. PUD22-002) FOR A 0.79-ACRE PARCEL OF LAND LOCATED AT THE NORTHEAST CORNER OF LAUREL AVENUE AND D STREET

That the City Council consider and adopt an Ordinance approving File No. PUD22-002, the Laurel Avenue Townhomes Planned Unit Development, establishing development standards and design guidelines to facilitate a residential development located at the northeast corner of Laurel Avenue and D Street.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PUD22-002, A PLANNED UNIT DEVELOPMENT TO ESTABLISH DEVELOPMENT AND PERFORMANCE STANDARDS AND DESIGN GUIDELINES FOR 0.79-ACRES OF LAND LOCATED AT THE NORTHEAST CORNER OF LAUREL AVENUE AND D STREET WITHIN THE LUA-1 (EUCLID AVENUE ENTERTAINMENT) OF THE MU-1 (DOWNTOWN MIXED USE) ZONING DISTRICT AND MAKING FINDINGS IN SUPPORT THEREOF—APNS: 1048-354-12 AND 1048-354-13.

ATTACHMENT: File No. PUD22-002^01 Laurel Ave Townhomes^ORD^RM
ATTACHMENT: File No. PUD22-002^02 PUD ATTACH A

24. AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT (FILE NO. PDA21-008) BETWEEN THE CITY OF ONTARIO AND JH BRAY, LLC AND HCW LATHROP INVESTORS, LLC

That the City Council consider and adopt an Ordinance approving a Development Agreement (File No. PDA21-008) between the City of Ontario and JH Bray, LLC and HCW Lathrop Investors, LLC.

AN ORDINANCE OF THE CITY COUNCIL OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PDA21-008, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND JB BRAY, LLC, AND HCW LATHROP INVESTORS, LLC, TO ESTABLISH THE TERMS AND CONDITIONS ASSOCIATED WITH TENTATIVE TRACT MAP 20452 (FILE NO. PMTT21-017), A 19.1 ACRE PROPERTY LOCATED APPROXIMATELY 1,300 SOUTH OF THE INTERSECTION OF RIVERSIDE DRIVE AND HAVEN AVENUE, WITHIN THE PLANNING AREA 3 LAND USE DISTRICT OF THE WEST HAVEN SPECIFIC PLAN (FILE NO. PSP03-006), AND MAKING FINDINGS IN SUPPORT THEREOF—APN: 0218-151-10.

ATTACHMENT: File No. PDA21-008 JB Bray LLC & HCW Lathrop Investors LLC^01 EXHIBIT A & B
ATTACHMENT: File No. PDA21-008 JB Bray LLC HCW Lathrop Investors LLC^02 ORD^RM
ATTACHMENT: File No. PDA21-008 JB Bray LLC & HCH Lathrop Investors LLC^03 AGR

25. A REIMBURSEMENT AGREEMENT FOR SEWER IMPROVEMENTS BETWEEN THE CITY OF ONTARIO AND HDC CONSTRUCTION, INC.

That the City Council adopt a Resolution approving a Reimbursement Agreement (Agreement) between the City of Ontario (City) and HDC Construction, Inc. (Developer), and authorize the City Manager or designee to execute the Agreement and all other documents required for implementation of the Agreement.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING A REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND HDC CONSTRUCTION,

INC, FOR COSTS ASSOCIATED WITH THE CONSTRUCTION OF VARIOUS PUBLIC IMPROVEMENTS RELATING TO STORM DRAINAGE, SIDEWALKS, STREETS, AND PIPING, DRY UTILITIES, AND DOMESTIC WATER AND SEWER SERVICE ON OR NEAR PROPERTY LOCATED AT 902 EAST ONTARIO BOULEVARD.

ATTACHMENT: Ontario Reimbursement Agreement Bon View RESO^RM
ATTACHMENT: Ontario and Bon View Reimbursement Agreement^Exhibit A^02

26. A COST SHARING AGREEMENT WITH CHAFFEY JOINT UNION HIGH SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICERS

That the City Council approve and authorize the City Manager or designee to execute a one-year Cost Sharing Agreement (on file in the Records Management Department) with the Chaffey Joint Union High School District for three School Resource Officers in the amount of $255,000.

27. APPROVAL OF A LOAN AGREEMENT BETWEEN CITY AND 221 N MOUNTAIN AVENUE LLC

That the City Council approve and authorize the City Manager to execute, and amend if needed, a Loan Agreement (on file in the Records Management Department) between the City and 221 N Mountain Avenue LLC as part of the Sewer Connection Fee Reimbursement Pilot Program in the amount of $296,400.

28. AUTHORIZATION FOR CITY MANAGER TO ACT ON BEHALF OF ALL CITY AND ONTARIO HOUSING AUTHORITY-OWNED PROPERTIES

That the City Council authorize the City Manager or his designee to act on behalf of City and Ontario Housing Authority-owned properties on matters related to the reestablishment of the Downtown Ontario Community Benefit District.

ATTACHMENT: 20230815 DOCBD Boundary Map ^ 01

29. DESIGNATION OF VOTING DELEGATES FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE GENERAL ASSEMBLY MEETING

That the City Council designate Council member Debra Dorst-Porada as the City's voting delegate and Mayor Paul Leon as an alternate for the League of California Cities Annual Conference General Assembly scheduled for September 22, 2023.

PUBLIC HEARINGS

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

30. A PUBLIC HEARING TO CONSIDER ADOPTING A RESOLUTION OF NECESSITY TO ACQUIRE BY EMINENT DOMAIN PERMANENT EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT INTERESTS IN PORTIONS OF REAL PROPERTY FOR THE GROVE AVENUE AND HOLT BOULEVARD INTERSECTION WIDENING PROJECT

That the City Council conduct a public hearing and:

A. Consider adopting a Resolution of Necessity for the Grove Avenue and Holt Boulevard Intersection Widening Project and provide each party with an interest in the affected properties, their attorneys or representatives an opportunity to be heard on the issues relevant to the Resolution of Necessity;

B. Make the following findings as hereinafter described in this report:
   a. The public interest and necessity require the proposed project;
   b. The project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury;
   c. The real property to be acquired is necessary for the project; and
   d. The offers of just compensation have been made to the property owners; and

C. Adopt a Resolution of Necessity declaring that the acquisition by eminent domain of permanent easement and temporary construction easement interests in portions of certain real property, more particularly described as Assessor Parcel Numbers 0110-061-10, 0110-061-21, 0110-061-24, 0110-061-25, 0110-061-30, 0110-061-31, 0110-131-20, 1048-472-15, 1048-472-22, 1048-472-24, 1048-472-25, 1049-141-24, 1049-141-25, 1049-141-30 and 1049-141-31 (collectively, the "Property"), is necessary for the construction of the Grove Avenue and Holt Boulevard Intersection Widening Project, in Ontario, California

A RESOLUTION OF NECESSITY OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, TO ACQUIRE BY EMINENT DOMAIN PERMANENT EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT INTERESTS IN PORTIONS OF CERTAIN REAL PROPERTY FOR THE GROVE AVENUE AND HOLT BOULEVARD INTERSECTION WIDENING PROJECT IN THE CITY OF ONTARIO.

ATTACHMENT: Ontario Holt and Grove RESO^RM
ATTACHMENT: Combined Exhibits_A thru N.pdf

31. A PUBLIC HEARING TO CONSIDER ADOPTING A RESOLUTION OF NECESSITY FOR THE ACQUISITION BY EMINENT DOMAIN OF A FEE SIMPLE INTEREST IN CERTAIN REAL PROPERTY LOCATED AT 1522 WEST MISSION BOULEVARD

That the City Council conduct a public hearing and adopt a Resolution of Necessity declaring that the acquisition by eminent domain of a fee simple interest in certain real property located at 1522 West Mission Boulevard, more particularly described as Assessor Parcel No. 1011-221-19 (the Property), is necessary for the City of Ontario's intermediate Continuum of Care - Access Center Project (the Project).

A RESOLUTION OF NECESSITY OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, FOR THE ACQUISITION BY EMINENT DOMAIN OF A FEE SIMPLE INTEREST IN CERTAIN REAL PROPERTY LOCATED AT 1522 WEST MISSION BOULEVARD, ONTARIO, SAN BERNARDINO COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS ASSESSOR PARCEL NO. 1011-221-

19, FOR THE CONTINUUM OF CARE - ACCESS CENTER.

ATTACHMENT: 1522 Mission Blvd Exhibit 1 to Staff Rpt^01.pdf
ATTACHMENT: 1522 Mission Blvd Reso of Necessity^02 RESO^RM
ATTACHMENT: 1522 Mission Blvd Exhibit A to Reso of Necessity^03.pdf

32. A PUBLIC HEARING TO CONSIDER ADOPTING A RESOLUTION OF NECESSITY FOR THE ACQUISITION BY EMINENT DOMAIN OF A FEE SIMPLE INTEREST IN CERTAIN REAL PROPERTY LOCATED AT 325 NORTH MOUNTAIN AVENUE

That the City Council conduct a public hearing and adopt a Resolution of Necessity declaring that the acquisition of a fee simple interest in certain real property located at 325 North Mountain Avenue, more particularly described as Assessor Parcel No. 1010-521-26 (the Property), is necessary for the development of Affordable Housing (the Project).

A RESOLUTION OF NECESSITY OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, FOR THE ACQUISITION BY EMINENT DOMAIN OF A FEE SIMPLE INTEREST IN CERTAIN REAL PROPERTY LOCATED AT 325 NORTH MOUNTAIN AVENUE, IN ONTARIO, SAN BERNARDINO COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS APN: 1010-521-26, FOR AFFORDABLE HOUSING.

ATTACHMENT: 325 Mountain Staff Report Exhibit 1^01.pdf
ATTACHMENT: 325 Mountain Reso of Necessity^02^RESO^RM
ATTACHMENT: 325 Mountain Exhibit A to Reso of Necessity ^03.pdf

33. A RESOLUTION TO ESTABLISH A FEE FOR CITY-OWNED ELECTRIC VEHICLE CHARGING STATIONS

That the City Council adopt a Resolution to establish an electric vehicle charging rate for City-owned electric vehicle charging stations of $0.39/kWh per hour. Further, that the City Council adopt by that same Resolution a $1 per minute fine, after a 30 minute grace period, for vehicles parked in electric vehicle charging stations when not actively charging.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AMENDING RESOLUTION 2023-043 A CITYWIDE FEE SCHEDULE, TO ADD A FEE FOR CITY-OWNED ELECTRIC VEHICLE CHARGING STATIONS.

ATTACHMENT: Setting Fee for EV Charging^RESO^RM
ATTACHMENT: EXHIBIT A - EV Charging Locations.docx

34. A PUBLIC HEARING TO CONSIDER ADOPTION OF A RESOLUTION TO VACATE TWO EASEMENTS FOR STORM DRAIN AND PUBLIC UTILITY PURPOSES

That the City Council conduct a public hearing to consider adoption of a Resolution to vacate two easements for storm drain and public utility purposes located at the northeast corner of Mill Creek Avenue and Chino Avenue and on Mill Creek Avenue approximately 330 feet south of Chino Avenue.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ORDERING THE GENERAL VACATION OF TWO EASEMENTS FOR STORM DRAIN AND PUBLIC UTILITY PURPOSES LOCATED AT THE NORTHEAST CORNER OF MILL CREEK AVENUE AND CHINO AVENUE AND ON MILL CREEK AVENUE APPROXIMATELY 330 FEET SOUTH OF CHINO AVENUE.

ATTACHMENT: V-311 & 312^01 Exh A
ATTACHMENT: V-311 & V-312^02^RESO^RM
ATTACHMENT: V-311 & V-312^03 Exh A and B.pdf

ADMINISTRATIVE REPORTS/DISCUSSION/ACTION

35. AWARD A CONSTRUCTION CONTRACT FOR THE CONSTRUCTION OF FIRE STATION NO. 1

That the City Council take the following actions:

A. Hold a public hearing on the responsibility of the lowest bidder, Horizons Construction Company International, Inc. (Horizons), in light of Horizon's bid for D&C21-001 Fire Station No. 1;
B. Determine whether Horizons is a responsible bidder for this project;
C. Authorize the City Manager to complete and execute Construction Contract D&C21-001 Fire Station No. 1 with the lowest responsible bidder for the construction of Fire Station No. 1;
D. Authorize a 15% contingency to address any unforeseen issues that may arise during the construction; and
E. Authorize the City Manager or his designee to execute all the documents required for the completion of the project including, but not limited to, contracts, agreements, assessments, easements, reduction of retention accounts, and filing a notice of completion at the conclusion of all construction related activities.

36. INTRODUCTION OF AN ORDINANCE ANNUALLY ADOPTING A MILITARY EQUIPMENT USE POLICY PURSUANT TO GOVERNMENT CODE SECTIONS 7070, ET. SEQ.

That the City Council introduce and waive further reading of an Ordinance annually adopting the Military Equipment Use Policy and approving the itemized military grade equipment currently in possession of the Ontario Police Department.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADOPTING A MILITARY EQUIPMENT USE POLICY PURSUANT TO GOVERNMENT CODE §§ 7070, ET. SEQ.

ATTACHMENT: AB 481 ORD^01^RM
ATTACHMENT: 20220419 Policy 708 Military Equipment
ATTACHMENT: OPD 481 Draft V2.pdf

37. APPROVAL OF AMENDMENTS TO THE COMPENSATION AND BENEFIT PROFILES FOR EXECUTIVE MANAGEMENT EMPLOYEES AND ADOPTION OF RESOLUTIONS REGARDING SALARIES FOR APPOINTIVE EXECUTIVE POSITIONS

That the City Council approve and authorize the City Manager to execute amendments to the Compensation and Benefit Profiles, regarding wages, hours and other terms and conditions of employment for unrepresented employees in the Executive Management employee group; adopt resolutions setting salaries for appointive executive positions; and authorize the City Manager to make non-substantive revisions which may be necessary to implement the profile.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, TO APPROVE THE SALARY RANGES FOR APPOINTIVE POSITIONS OF CITY MANAGER, FIRE CHIEF, AND POLICE CHIEF.

ATTACHMENT: Appointed Classifications Compensation^RESO^RM
ATTACHMENT: Executive Management Compensation and Benefits Profile - DRAFT v5.pdf

38. MEMORANDUM OF UNDERSTANDING WITH RANCHO BASEBALL, LLC

That the City Council Authorize the City Manager, or designee, to execute a binding Memorandum of Understanding Regarding Baseball Development and Proposed Lease with Rancho Baseball, LLC, and to negotiate a lease Agreement

ATTACHMENT: MOU re Baseball Development and Proposed Lease-c1.docx

39. A DESIGN SERVICES AGREEMENT FOR THE ARCHITECTURAL AND ENGINEERING SERVICES WITH POPULOUS, INC. AND AN AMENDMENT TO THE ON-CALL PROJECT MANAGEMENT SERVICES WITH TILDEN-COIL CONSTRUCTORS, INC. FOR CONSTRUCTION MANAGEMENT MULTI-PRIME SERVICES FOR THE ONTARIO MINOR LEAGUE BASEBALL STADIUM AND PARKING STRUCTURE PROJECT

That the City Council take the following actions:

A. Approve and authorize the City Manager or his designee to execute the Design Services Agreement (on file in the Records Management Department) with Populous Inc., of Los Angeles, California, to provide architectural and engineering services for the Ontario Minor League Baseball Stadium and Parking Structure Project for a total not-to-exceed contract amount of $6,787,635; and
B. Approve and authorize the City Manager or his designee to execute Amendment No. 1 to the Professional Services Agreement (on file in the Records Management Department) with Tilden-Coil Constructors, Inc., of Riverside, California, to provide construction management multi-prime services for the Ontario Minor League Baseball Stadium and Parking Structure Project for a total not-to-exceed contract amount of $3,539,000.

STAFF MATTERS

City Manager Ochoa

COUNCIL MATTERS

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

ADJOURNMENT

CITY OF ONTARIO
CLOSED SESSION REPORT
City Council // Housing Authority // Other // *(GC 54957.1)*
August 15, 2023

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

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

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

- GC 54957, PUBLIC EMPLOYEE PERFORMANCE EVALUATIONS:
  City Manager

No Reportable Action	Continue	Approved
/ /	/ /	/ /

Disposition: _____

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

- GC 54957.6 CONFERENCE WITH LABOR NEGOTIATORS
  Agency designated representative: Mayor; Unrepresented Employee: City Manager

No Reportable Action	Continue	Approved
/ /	/ /	/ /

Disposition: _____

CITY OF ONTARIO
CLOSED SESSION REPORT
City Council // Housing Authority // Other // *(GC 54957.1)*
August 15, 2023
(continued)

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

- GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS
  Property: APN: 1048-562-06; 212-218 North Palm Avenue; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: Kenneth Hale; Under negotiation: Price and terms of payment

No Reportable Action	Continue	Approved
/ /	/ /	/ /

Disposition: _____

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

- GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS
  Property: APN: 1048-562-07; 210 North Palm Avenue and 222 West B Street; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: Pan de Vida Spanish Ministry of Ontario; Under negotiation: Price and terms of payment.

No Reportable Action	Continue	Approved
/ /	/ /	/ /

Disposition: _____

CITY OF ONTARIO
CLOSED SESSION REPORT
City Council // Housing Authority // Other // *(GC 54957.1)*
August 15, 2023
(continued)

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

- GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS
  Property: APNs: 0218-101-03, 0218-101-04, 0218-101-05, 0218-101-06; Southeast Corner Riverside Drive and Vineyard Avenue; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: JCLIN INVESTMENT LP; Under negotiation: Price and terms of payment

No Reportable Action	Continue	Approved
/ /	/ /	/ /

Disposition: _____

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

- GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS
  Property: APNs: 0218-111-08, 0218-111-11, 0218-111-12, 0218-111-49, 0218-111-50; Southeast Corner Riverside Drive and Ontario Avenue; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: 15 Dairy River LLC; Under negotiation: Price and terms of payment

No Reportable Action	Continue	Approved
/ /	/ /	/ /

Disposition: _____

CITY OF ONTARIO
CLOSED SESSION REPORT
City Council // Housing Authority // Other // *(GC 54957.1)*
August 15, 2023
(continued)

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

- GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS
  Property: APN: 0218-111-06; Southeast Corner Riverside Drive and Ontario Avenue; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: Sanchez Family Trust; Under negotiation: Price and terms of payment

No Reportable Action	Continue	Approved
/ /	/ /	/ /

Disposition: _____

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

- GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS
  Property: APN: 0218-111-05; Southeast Corner Riverside Drive and Ontario Avenue; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: Raymundo Flores; Under negotiation: Price and terms of payment

No Reportable Action	Continue	Approved
/ /	/ /	/ /

Disposition: _____

CITY OF ONTARIO
CLOSED SESSION REPORT
City Council // Housing Authority // Other // *(GC 54957.1)*
August 15, 2023
(continued)

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

- GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS
  Property: APNs: 0218-111-04, 0218-111-45; Southeast Corner Riverside Drive and Ontario Avenue; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: Ontario WF Farm LLC; Under negotiation: Price and terms of payment.

No Reportable Action	Continue	Approved
/ /	/ /	/ /

Disposition: _____

Reported by:

_____
City Attorney / City Manager / Executive Director

ONTARIO CITY COUNCIL/
ONTARIO HOUSING AUTHORITY
MINUTES
JULY 4, 2023

JOINT MEETINGS

The Regular Joint Meetings of the Ontario City Council and the Ontario Housing Authority scheduled for July 4, 2023 were cancelled in observance of Independence Day.

Respectfully submitted,

_____
CLAUDIA Y. ISBELL, MMC,
ASSISTANT CITY CLERK/SECRETARY

APPROVED

_____
PAUL S. LEON, MAYOR/CHAIRMAN

ONTARIO CITY COUNCIL/
ONTARIO HOUSING AUTHORITY
MINUTES
JULY 18, 2023
(Not Official Until Approved)

JOINT MEETINGS

The regular meetings of the Ontario City Council and the Housing Authority were held on Tuesday, July 18, 2023 at Ontario City Hall, 303 E. B Street Ontario, California.

CALL TO ORDER

Mayor Leon called the joint meetings to order at 5:32 p.m.

ROLL CALL

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

.

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

CLOSED SESSION

Mayor Leon inquired whether persons were present who wished to speak to the Closed Session items. Hearing no one, City Attorney Duran announced the matters for discussion as listed on the agenda, the City Council recessed to Closed Session with all members present, with the exception of Mayor pro Tem Dorst-Porada at 5:33 p.m. for discussion of the following:

- GC 54957.6, CONFERENCE WITH LABOR NEGOTIATIONS: City Negotiator: City Manager or his designees; Bargaining Units: Ontario Police Management Group and Ontario Fire Management Group.

- GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS Property: APNs: 0218-101-03, 0218-101-04, 0218-101-05, 0218-101-06; Southeast Corner Riverside Drive and Vineyard Avenue; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: JCLIN INVESTMENT LP; Under negotiation: Price and terms of payment

- GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS Property: APNs: 0218-111-08, 0218-111-11, 0218-111-12, 0218-111-49, 0218-111-50; Southeast Corner Riverside Drive and Ontario Avenue;

City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: 15 Dairy River LLC; Under negotiation: Price and terms of payment

- GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS
  Property: APN: 0218-111-06; Southeast Corner Riverside Drive and Ontario Avenue; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: Sanchez Family Trust; Under negotiation: Price and terms of payment

- GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS
  Property: APN: 0218-111-05; Southeast Corner Riverside Drive and Ontario Avenue; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: Raymundo Flores; Under negotiation: Price and terms of payment

- GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS
  Property: APNs: 0218-111-04, 0218-111-45; Southeast Corner Riverside Drive and Ontario Avenue; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: Ontario WF Farm LLC; Under negotiation: Price and terms of payment

- GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS
  Property: APNs: 1048-565-10; 203-205 North Euclid Avenue; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: 205 N Euclid LLC; Under negotiation: Price and terms of payment.

- GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS
  Property: APN: 1048-564-04; 129-131 North Euclid Avenue; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: Y&A Investment LLC; Under negotiation: Price and terms of payment.

- GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS
  Property: APNs: 0110-321-29, 0110-321-74, 0110-321-75, 0110-321-76; 2350-2630 East Inland Empire Boulevard; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: IKEA Property Inc; Under negotiation: Price and terms of payment.

OPEN MEETING CALLED TO ORDER

Mayor Leon reconvened the meetings at 6:35 p.m. for the regular session.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Valencia.

INVOCATION

The invocation was led by Dr. Pastor Maribel Zacapa, Church of God of Prophecy

REPORT ON CLOSED SESSION

City Attorney Duran reported that Ontario Police Management Group (OPMG) and the City of Ontario reached a tentative agreement and stated the item needed a vote from the City Council to be added as an urgency item under Item No. 12. There were no other reportable actions.

Urgency Item

The City Council added a Memorandum of Understanding (MOU) with OPMG to Item No. 12 for consideration as part of the Consent Calendar.

MOTION: Moved by Council Member Wapner seconded by Council Member Bowman and carried by a unanimous vote 4-0, to add a MOU with OMPG to Item No. 12 of the Consent Calendar, with Mayor pro Tem Dorst-Porada absent.

SPECIAL CEREMONIES

PROCLAMATION OF JULY 2023 AS PARKS AND RECREATION MONTH

The City Council proclaimed the month of July 2023 as Parks and Recreation Month in the City of Ontario.

Nicholas Gonzalez, Director of Recreation and Community Services provided background on the July 2023 Parks and Recreation Month proclamation and recognized the Parks and Recreation Commission outgoing student representative Monique Haro and alternate representative, Hannah Norton. Mr. Gonzalez also presented incoming student representative, Angel Huerta and alternate representative, Isabella Seibel.

Council Member Wapner recognized Arnold San Miguel, a longtime Southern California Affairs Governments Government Affairs Representative, for 34 years of service.

Mayor Leon recessed the meeting at 6:50 p.m. and reconvened at 6:54 p.m.

PUBLIC COMMENTS

Assistant City Clerk Isbell announced there were two written public comments.
Matt Munson, regarding parking issues.
Loree Masonis, regarding a resolution calling for securing the border.

Mayor Leon called upon the first speaker:

Bill Goutermann, special thank you to staff for review of his parcel map.
Loree Masonis, regarding concerns of fentanyl use.
Gilbert LaMarque, commented on good work being done by the City.
Vyom Pramila, invited City Council to a local event.
Mario Huante, spoke on the State and United States Constitution.

AGENDA REVIEW/ANNOUNCEMENTS

City Manager Ochoa announced the Ontario Fire Management Group MOU was added to Item No. 12 and the agenda was reposted in adherence with the 72 hour Brown Act requirements.

In addition, the City Manager announced updated exhibits to the Resolution being considered under agenda Item No. 9. The update reflected a revised and reduced amount for assessments now totaling $298,373.71 related to 588 parcels, which means that $298,322.15 for 393 parcels was collected since the public agenda was prepared.

CONSENT CALENDAR

Pulled Item: Item No. 25 pulled for a separate vote.

MOTION: Moved by Council Member Wapner seconded by Council Member Bowman and carried by a unanimous vote 4-0, to approve the Consent Calendar as presented, with the exception of Item No. 25, and with Mayor pro Tem Dorst-Porada absent.

1. APPROVAL OF MINUTES

Minutes for the regular meetings of the City Council and Housing Authority of June 6, 2023, special meetings of the City Council and Housing Authority June 15, 2023, and regular meetings of the City Council and Housing Authority of June 20, 2023, and approving same as on file in the Records Management Department.

2. BILLS & PAYROLL

Bills June 2, 2023 through June 29, 2023 in the amount of $46,289,614.11, and Payroll May 21, 2023 through June 17, 2023 in the amount of $14,621,481.78, when audited by the Finance Committee.

3. RESOLUTIONS ESTABLISHING THE ANNUAL SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICTS IN OLD MODEL COLONY AND ONTARIO RANCH FOR FISCAL YEAR 2023-24

The City Council adopted Resolutions establishing the annual special taxes within City of Ontario Community Facilities Districts in Old Model Colony and Ontario Ranch for Fiscal Year 2023-24.

RESOLUTION NO. 2023-064 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 9 (EDENGLEN), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2023-24.

RESOLUTION NO. 2023-065 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 10 (ONTARIO AIRPORT TOWERS), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2023-24.

RESOLUTION NO. 2023-066 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 13 (CALIFORNIA COMMERCE CENTER - PHASE IV), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2023-24.

RESOLUTION NO. 2023-067 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 19 (COUNTRYSIDE PHASE 1 - SERVICES), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2023-24.

RESOLUTION NO. 2023-068 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 20 (WAL-MART), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2023-24.

RESOLUTION NO. 2023-069 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 21 (PARKSIDE), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2023-24.

RESOLUTION NO. 2023-070 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 23 (PARK PLACE SERVICES), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2023-24.

RESOLUTION NO. 2023-071 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 24 (PARK PLACE FACILITIES PHASE 1), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2023-24.

RESOLUTION NO. 2023-072 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 25 (PARK PLACE FACILITIES PHASE II), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2023-24.

RESOLUTION NO. 2023-073 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 26 (PARK PLACE FACILITIES PHASE III), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2023-24.

RESOLUTION NO. 2023-074 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 27 (NEW HAVEN SERVICES), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2023-24.

RESOLUTION NO. 2023-075 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 28 (NEW HAVEN FACILITIES - AREA A), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2023-24.

RESOLUTION NO. 2023-076 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 30 (NEW HAVEN FACILITIES - AREA B), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2023-24.

RESOLUTION NO. 2023-077 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 31 (CARRIAGE HOUSE/AMBERLY LANE), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2023-24.

RESOLUTION NO. 2023-078 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 32 (ARCHIBALD/SCHAEFER - SERVICES), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2023-24.

RESOLUTION NO. 2023-079 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 33 (ARCHIBALD/SCHAEFER FACILITIES), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2023-24.

RESOLUTION NO. 2023-080 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 34 (COUNTRYSIDE PHASE 1 NORTH - FACILITIES), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2023-24.

RESOLUTION NO. 2023-081 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 35 (COUNTRYSIDE PHASE 2 SOUTH - FACILITIES), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2023-24.

RESOLUTION NO. 2023-082 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 37 (PARK & TURNER NE SERVICES), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2023-24.

RESOLUTION NO. 2023-083 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 38 (PARK & TURNER NE FACILITIES), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2023-24.

RESOLUTION NO. 2023-084 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 39 (NEW HAVEN FACILITIES - AREA C), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2023-24.

RESOLUTION NO. 2023-085 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 40 (EMERALD PARK FACILITIES), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2023-24.

RESOLUTION NO. 2023-086 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 41 (CANVAS PARK FACILITIES), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2023-24.

RESOLUTION NO. 2023-087 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 42 (WEST HAVEN FACILITIES), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2023-24.

RESOLUTION NO. 2023-088 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 43 (PARK PLACE FACILITIES PHASE IV), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2023-24.

RESOLUTION NO. 2023-089 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 44 (ESPERANZA SERVICES), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2023-24.

RESOLUTION NO. 2023-090 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 45 (NORTHPARK AND COUNTRYSIDE), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2023-24.

RESOLUTION NO. 2023-091 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 46 (AVENUE 176 FACILITIES), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2023-24.

RESOLUTION NO. 2023-092 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 47 (COLONY COMMERCE CENTER WEST I SERVICES), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2023-24.

RESOLUTION NO. 2023-093 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 48 (TEVELDE SERVICES), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2023-24.

RESOLUTION NO. 2023-094 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 49 (AVENUE 176 SERVICES), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2023-24.

RESOLUTION NO. 2023-095 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 50 (WEST ONTARIO LOGISTICS CENTER SERVICES), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2023-24.

RESOLUTION NO. 2023-096 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 51 (ONTARIO RANCH LOGISTICS CENTER SERVICES), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2023-24.

RESOLUTION NO. 2023-097 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 53 (TEVELDE FACILITIES), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2023-24.

RESOLUTION NO. 2023-098 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 54 (ESPERANZA FACILITIES), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2023-24.

RESOLUTION NO. 2023-099 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 55 (PARKLANE), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2023-24.

RESOLUTION NO. 2023-100 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 56 (PARKSIDE/LA AVENIDA), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2023-24.

RESOLUTION NO. 2023-101 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 57 (NEUHOUSE), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2023-24.

RESOLUTION NO. 2023-102 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 58 (COLONY COMMERCE CENTER EAST SERVICES), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2023-24.

RESOLUTION NO. 2023-103 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 59 (GATEWAY SERVICES), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2023-24.

RESOLUTION NO. 2023-104 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 60 (ONTARIO RANCH BUSINESS PARK SERVICES),

ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2023-24.

RESOLUTION NO. 2023-105 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 61 (MERRILL COMMERCE CENTER SERVICES), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2023-24.

RESOLUTION NO. 2023-106 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 62 (ONTARIO COMMERCE CENTER), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2023-24.

RESOLUTION NO. 2023-107 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 64 (SUNSET RANCH), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2023-24.

RESOLUTION NO. 2023-108 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 66 (OLIVE AND OLEANDER FACILITIES), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2023-24.

4. A RESOLUTION APPROVING AN IMPROVEMENT AGREEMENT AND IMPROVEMENT SECURITY FOR PROJECT NO. PDEV20-008 LOCATED AT THE NORTHEAST CORNER OF HAVEN AVENUE AND AIRPORT DRIVE

The City Council adopted a Resolution approving an Improvement Agreement and Improvement Security for Project No. PDEV20-008 located at the northeast corner of Haven Avenue and Airport Drive.

RESOLUTION NO. 2023-109 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING AN IMPROVEMENT AGREEMENT AND IMPROVEMENT SECURITY FOR PROJECT NO. PDEV20-008 LOCATED AT THE NORTHEAST CORNER OF HAVEN AVENUE AND AIRPORT DRIVE.

5. AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH SECURITAS SECURITY SERVICES USA, INC.

The City Council authorized the City Manager or his designee to execute Amendment No. 1 to the Professional Services Agreement with Securitas Security Services USA, Inc. (Securitas) of Ontario, California, to extend the current funding threshold and add additional work and funding to accommodate the acquisition of

the Ontario Access Center, previously known as Mercy House, and additional security services at the City Annex building and University of La Verne during construction, for a total not-to-exceed contract amount of $8,691,522.

6. A RESOLUTION APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY AND FINAL PARCEL MAP NO. 20161 LOCATED AT THE NORTHEAST CORNER OF BON VIEW AVENUE AND MERRILL AVENUE

The City Council adopted a Resolution approving an Improvement Agreement, Improvement Security and Final Parcel Map No. 20161 located at the northeast corner of Bon View Avenue and Merrill Avenue.

RESOLUTION NO. 2023-110 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY AND FINAL PARCEL MAP NO. 20161 LOCATED AT THE NORTHEAST CORNER OF BON VIEW AVENUE AND MERRILL AVENUE.

7. A RESOLUTION APPROVING AN IMPROVEMENT AGREEMENT AND IMPROVEMENT SECURITY FOR PROJECT NO. PDEV22-001 LOCATED AT 13744 SOUTH HAMNER AVENUE

The City Council adopted a Resolution approving an Improvement Agreement and Improvement Security for Project No. PDEV22-001 located at 13744 South Hamner Avenue.

RESOLUTION NO. 2023-111 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING AN IMPROVEMENT AGREEMENT AND IMPROVEMENT SECURITY FOR PROJECT NO. PDEV22-001 LOCATED AT 13744 SOUTH HAMNER AVENUE.

8. A CONSTRUCTION CONTRACT WITH AMERICAN ASPHALT SOUTH, INC. FOR THE 2023 STREET MAINTENANCE SLURRY SEAL, CAPE SEAL & CDBG PAVEMENT MANAGEMENT REHABILITATION PROJECT

The City Council awarded a Construction Contract with American Asphalt South, Inc., of Riverside, California, for the 2023 Street Maintenance Slurry Seal, Cape Seal & CDBG Pavement Rehabilitation Project in the amount of $2,036,130; and authorized the City Manager, or his designee, to execute said contract and all related documents, and file a notice of completion at the conclusion of all construction activities.

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

The City Council adopted a Resolution for recovery of fees and costs incurred in

abating property and dangerous building violations, as well as administrative citations and civil penalties associated with property maintenance violations and placing assessments on the San Bernardino County Tax Rolls.

RESOLUTION NO. 2023-112 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.

10. A CONSTRUCTION CONTRACT WITH ALL AMERICAN ASPHALT AND A REIMBURSEMENT AGREEMENT WITH THE CITY OF JURUPA VALLEY FOR THE 2023 FALL PAVEMENT REHABILITATION PROJECT

The City Council took the following actions:

A. Awarded a construction contract with All American Asphalt of Corona, California, for the 2023 Fall Pavement Rehabilitation Project in the amount of $5,026,144;
B. Authorized the City Manager, or his designee, to execute said contract and all related documents;
C. File a notice of completion at the conclusion of all construction activities; and
D. Authorized the City Manager, or his designee, to execute the 2023 Fall Pavement Rehabilitation Reimbursement Agreement with the City of Jurupa Valley estimated to be $930,840.

11. AN AMENDMENT TO THE MAINTENANCE SERVICES AGREEMENT WITH CLEAN ENERGY FOR MAINTENANCE OF THE COMPRESSED NATURAL GAS FUELING STATION

The City Council approved and authorized the City Manager or his designee to execute Amendment No. 2 to the Maintenance Services Agreement with Clean Energy, of Newport Beach, California, in the amount of $150,000, increasing the not-to-exceed amount to $325,000; with the option to extend the Agreement for up to two (2) one-year periods, for maintenance and repairs of the City's compressed natural gas (CNG) fueling station.

12. APPROVAL OF A FOUR-YEAR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ONTARIO AND THE ONTARIO POLICE OFFICERS ASSOCIATION; A FOUR-YEAR MEMORANDUM OF UNDERSTANDING WITH TEAMSTERS LOCAL 1932; A FOUR-YEAR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ONTARIO AND THE ONTARIO FIRE MANAGEMENT GROUP; APPROVAL OF ONE-TIME BONUSES FOR EMPLOYEES IN THE ONTARIO POLICE OFFICERS ASSOCIATION, A FOUR-YEAR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF

ONTARIO AND THE ONTARIO POLICE MANAGEMENT GROUP AND TEAMSTERS LOCAL 1932 EMPLOYEE GROUPS; APPROVAL OF REVISIONS MADE TO THE COMPENSATION AND BENEFITS PROFILE FOR THE DEPARTMENT HEAD GROUP; AND AUTHORIZE THE CITY MANAGER TO MAKE ANY NON-SUBSTANTIVE CHANGES WHICH MAY BE NECESSARY FOR IMPLEMENTATION.

The City Council approved the Memorandum of Understandings (MOUs) between the City of Ontario; and

A. Approved a four-year MOU regarding wages, hours, and other terms and conditions of employment with the Ontario Police O□cers Association from July 1, 2023 through June 30, 2027;
B. Approved a four-year MOU regarding wages, hours, and other terms and conditions of employee with the Ontario Police Management Group from July 1, 2023 to June 30, 2027;
C. Approved a four-year MOU regarding wages, hours, and other terms and conditions of employment with Teamsters Local 1932 from July 1, 2023 to June 30, 2027;
D. Approved a four-year MOU regarding wages, hours, and other terms and conditions of employee with the Ontario Fire Management Group from July 1, 2023 to June 30, 2027;
E. Approved a one-time signing bonus of $2,000 for active employees represented by Teamsters Local 1932 e□ective July 19, 2023. Approved a one-time signing bonus of $2,500 for active employees represented by Ontario Police O□cers Association e□ective July 19, 2023;
F. Approved additional amendments to the previously approved Compensation and Benefits Profile for the Department Head Group effective July 1, 2023.

13. A RESOLUTION OF INTENT TO VACATE TWO EASEMENTS FOR STORM DRAIN AND PUBLIC UTILITY PURPOSES

The City Council adopted a Resolution declaring the intent to vacate two easements for storm drain and public utility purposes located at the northeast corner of Mill Creek Avenue and Chino Avenue and on Mill Creek Avenue approximately 330 feet south of Chino Avenue and to set the date, time and place for a public hearing to consider the matter.

RESOLUTION NO. 2023-113 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ORDERING THE VACATION OF TWO EASEMENTS FOR STORM DRAIN AND PUBLIC UTILITY PURPOSES LOCATED AT THE NORTHEAST CORNER OF MILL CREEK AVENUE AND CHINO AVENUE AND ON MILL CREEK AVENUE APPROXIMATELY 330 FEET SOUTH OF CHINO AVENUE AND TO SET THE DATE, TIME AND PLACE FOR A PUBLIC HEARING.

14. A GOODS AND EQUIPMENT PURCHASE AGREEMENTS WITH ALL AMERICAN ASPHALT AND VULCAN MATERIALS CO. FOR THE PROCUREMENT OF ASPHALT MATERIALS

The City Council approved and authorized the procurement of asphalt materials by the City Manager or his designee, for a one-year period at the set pricing per Bid No.1625 with All American Asphalt of Corona, California, for a not-to-exceed contract amount of $965,970 and Vulcan Materials Co., of Irwindale, California, for a not-to-exceed amount of $55,000, for a total not-to-exceed contract amount of $1,020,970 for Fiscal Year 2023-24.

15. A LANDSCAPE MAINTENANCE SERVICES AGREEMENT WITH NATURES IMAGE FOR THE MILL CREEK WETLANDS FACILITY

The City Council approved and authorized the City Manager or his designee to execute a one-year Maintenance Services Agreement with Natures Image, of Lake Forest, California, to provide landscape maintenance services for the Mill Creek Wetlands facility for a contract cost of $363,300 plus a 10% contingency of $36,330 for an authorized expenditure of $399,630; and authorized the City Manager or his designee to extend the Agreement for up to four additional one year periods with any required future amendments consistent with City Council approved budgets.

16. A RENEWAL AGREEMENT WITH CENTRALSQUARE TECHNOLOGIES, LLC., FOR 911 DISPATCH SYSTEM

The City Council authorized the City Manager or his designee to execute a Solutions Agreement with CentralSquare Technologies, LLC., of Lake Mary, Florida, for the use of Computer-Aided Dispatch (CAD) and Records Management Systems (RMS), used by the Police and Fire Department in the amount not-to-exceed $642,065.

17. A CHANGE ORDER TO THE CONSTRUCTION CONTRACT WITH BCM GROUP, INC. FOR THE POLICE DEPARTMENT FLEET SHOP

The City Council took the following actions:

A. Authorized the City Manager or his designee to execute Change Order No. 4 to the Construction Contract with BCM Group, Inc., of Rancho Cucamonga, California, in the amount of $128,196 plus a contingency of $77,820 for a total amount not-to-exceed $206,016 for the Police Department Fleet Shop; and
B. Authorized the City Manager or his designee to execute said contract and authorize the filing of the notice of completion at the conclusion of all construction activities related to the project.

18. A RESOLUTION ORDERING THE SUMMARY VACATION OF AN EASEMENT FOR RAILROAD PURPOSES

The City Council adopted a Resolution ordering the summary vacation of an easement for railroad purposes located south of Francis Street and west of Baker Avenue.

RESOLUTION NO. 2023-114 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ORDERING THE SUMMARY VACATION OF AN EASEMENT FOR RAILROAD

19. A DESIGN SERVICES AGREEMENT WITH MARK THOMAS & COMPANY, INC. FOR THE CAMPUS AVENUE AT-GRADE RAILWAY CROSSING SAFETY IMPROVEMENTS

The City Council approved a Design Services Agreement with Mark Thomas & Company, Inc., of Irvine, California, to provide engineering design services for the Campus Avenue At-Grade Railway Crossing Safety Improvements in the amount of $449,734; and authorized the City Manager, or his designee, to execute said Agreement and future amendments within the authorization limits.

20. A CONSTRUCTION CONTRACT WITH CT&T CONCRETE PAVING, INC. FOR AMERICANS WITH DISABILITIES ACT (ADA) CONCRETE RAMP CONSTRUCTION SERVICES

The City Council took the following actions:

A. Rejected KNC Construction, Inc.'s bid protest against CT&T Concrete Paving, Inc. for ADA Concrete Ramp Construction Services;
B. Authorized the City Manager or his designee to execute a one-year Construction Contract with CT&T Concrete Paving, Inc., of Diamond Bar, California, for ADA Concrete Ramp Construction Services for a total not-to-exceed contract amount of $175,000; and
C. Authorized the City Manager or his designee to execute all documents required for the completion of the project including, but not limited to, contracts, agreements, assessments, reductions of retention accounts, and filing a notice of completion at the conclusion of all construction related activities.

21. PURCHASE OF WATER METERS AND REPAIR PARTS FROM HYDROPRO SOLUTIONS

The City Council approved and authorized the sole source purchase of new water meters and repair parts for a total not-to-exceed amount of $2,900,000 from HydroPro Solutions of Ontario, California, and authorized the City Manager or designee to execute a Goods and Equipment Agreement.

22. AN AMENDMENT TO A MAINTENANCE SERVICE AGREEMENT WITH BAY ALARM COMPANY FOR THE ONTARIO MUNICIPAL SERVICES CENTER FIRE ALARM SYSTEM

The City Council approved and authorized the City Manager, or designee, to execute Amendment No. 6 to the Maintenance Service Agreement (on file in the Records Management Department) with Bay Alarm Company, of Concord, California, for a total not-to-exceed amount of $96,590, for the fire alarm system upgrade, and a term to June 30, 2025.

23. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, LEVYING SPECIAL TAXES WITHIN CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 61 (MERRILL COMMERCE CENTER)

The City Council considered and adopted an Ordinance authorizing the levy of special taxes within City of Ontario Community Facilities District No. 61 (Merrill Commerce Center). Introduction and first reading took place at a regular meeting on June 20, 2023.

ORDINANCE NO. 3252 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, LEVYING A SPECIAL TAX WITHIN THE CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 61 (MERRILL COMMERCE CENTER).

24. AN ORDINANCE MODIFYING THE PROCESSING AND ADMINISTRATION FEE FOR THE DEVELOPMENT IMPACT FEE (DIF) DEFERRAL PROGRAM

The City Council considered and adopted an Ordinance modifying the processing and administration fee for the Development Impact Fee (DIF) Deferral Program. Introduction and first reading took place at a regular meeting on June 20, 2023.

ORDINANCE NO. 3253 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, MODIFYING THE PROCESSING AND ADMINISTRATION FEE FOR THE DEVELOPMENT IMPACT FEE ("DIF") DEFERRAL PROGRAM.

26. AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT (FILE NO. PDA22-005) BETWEEN THE CITY OF ONTARIO AND RB ONTARIO LLC

The City Council considered and adopted an Ordinance approving a Development Agreement (File No. PDA22-005) between the City of Ontario and RB Ontario LLC, to establish the terms and conditions associated with Tentative Tract Map 20536 (File No. PMTT22-021), a 23.2-acre property located approximately 875 feet south of the intersection of Riverside Drive and Archibald Avenue, within Planning Area 1 (Neighborhood 2) land use district of the Countryside Specific Plan. Introduction and first reading took place at a regular meeting on June 20, 2023.

ORDINANCE NO. 3255 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PDA22-005, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND RB ONTARIO LLC, TO ESTABLISH THE TERMS AND CONDITIONS ASSOCIATED WITH TENTATIVE TRACT MAP NO. 20536 (FILE NO. PMTT22-021), A 23.2 ACRE PROPERTY LOCATED APPROXIMATELY 875 FEET SOUTH OF THE INTERSECTION OF RIVERSIDE DRIVE AND ARCHIBALD AVENUE, WITHIN PLANNING AREA 1 (NEIGHBORHOOD 2) LAND USE DISTRICT OF THE COUNTRYSIDE SPECIFIC PLAN (FILE NO. PSP04-001) AND MAKING FINDINGS IN SUPPORT THEREOF - APNS: 0218-111-60 AND 0218-111-61.

27. A LEASE AGREEMENT WITH MARK CHRISTOPHER AUTO CENTER

The City Council authorized the City Manager or his designee to execute a Lease Agreement between the City and Mark Christopher Auto Center related to upgrades to their existing LED sign.

28. A MANAGEMENT AGREEMENT WITH GAKHAL GOLF MANAGEMENT LLC FOR THE OPERATION OF WHISPERING LAKES GOLF COURSE

The City Council took the following actions:

A. Authorized the City Manager or designee to execute a five-year Management Agreement with Gakhal Golf Management LLC, DBA GGM, of Watsonville, California, for the management and operation of the Whispering Lakes Golf Course.
B. Authorized the extension of the agreement for one five-year term at the City's sole discretion.

29. STUDENT REPRESENTATIVE AND ALTERNATE APPOINTMENTS TO THE RECREATION & PARKS COMMISSION FOR FY 2023-24

The City Council confirmed Angel Huerta, Ontario resident and student at Sierra Vista High School as the Student Representative and Isabella Seibel, Ontario resident and student at Cha□ey District Online High School as the Alternate Student Representative to the Recreation Parks Commission for the term set to expire on June 30, 2024.

30. TRANSFER OWNERSHIP OF A 2017 STARCRAFT SHUTTLE BUS FROM THE WEST END YMCA TO THE CITY OF ONTARIO

The City Council approved the transfer of ownership for a 2017 Starcraft Shuttle Bus from the West End YMCA to the City of Ontario.

31. AN AMENDMENT TO THE PROFESSIONAL SERVICES AND EQUIPMENT PURCHASE AGREEMENT WITH AXON ENTERPRISE, INC. FOR THE

ACQUISITION OF ADDITIONAL POLICE DEPARTMENT FRONTLINE PATROL EQUIPMENT

The City Council approved and authorized the City Manager or his designee to execute an amendment to the Professional Services and Equipment Purchase Agreement to increase the contracted dollar amount with Axon Enterprise, Inc., of Scottsdale, Arizona, for the purchase of an additional 30 user licenses for Axon body-worn cameras and 8 DJI Mini Pro Drones in the amount of $105,051 for the duration of the contract, for a total not-to-exceed contract amount of $9,359,811.

32. A RESOLUTION APPROVING THE FILING OF AN APPLICATION FOR GRANT FUNDS FOR LAND AND WATER CONSERVATION FUND 2023 FOR GEORGE GIBBS PARK

That the City Council took the following actions:

A. Adopted a Resolution approving the filing of an application for grant funds through the Land and Water Conservation Fund 2023 for the George Gibbs Park development project; authorized the City Manager, or his designee, to execute any documents or agreements needed to complete the application and implement the grant; and
B. Accepted funding of $2,486,688 provided by the Land and Water Conservation Fund 2023.

RESOLUTION NO. 2023-115 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING THE APPLICATION FOR THE LAND AND WATER CONSERVATION FUND GEORGE GIBBS PARK DEVELOPMENT PROJECT.

33. A RESOLUTION APPROVING THE FILING OF AN APPLICATION FOR FUNDS FOR AN OUTDOOR FITNESS COURT AT HOMER F. BRIGGS MEMORIAL PARK

The City Council took the following actions:

A. Adopted a Resolution approving the filing of an application for grant funds from the National Fitness Campaign for the purchase of an Outdoor Fitness Court at Homer F. Briggs Memorial Park;
B. Authorized the City Manager or designee to execute any documents or agreements needed to complete the application and implement the grant; and
C. Accepted the $30,000 funding provided by the National Fitness Campaign for an Outdoor Fitness Court.

RESOLUTION NO. 2023-116 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, TO ADOPT AND ALLOCATE FUNDS FOR AN

OUTDOOR FITNESS COURT AS PART OF THE 2023 NATIONAL FITNESS CAMPAIGN.

34. AN AGREEMENT WITH WEST VALLEY MRF, LLC FOR SOLID WASTE PROCESSING SERVICES

The City Council approved and authorized the City Manager or his designee to execute an Agreement for solid waste processing services subject to non-substantive changes as mutually agreed to by the parties with West Valley MRF, LLC (West Valley), a limited liability company duly formed and operating under the laws of the State of California and owned in whole or in part by Burrtec Waste Industries, Inc. (Burrtec), a California corporation duly formed and operating under the laws of the State of California.

ITEM NO. 25 PULLED FOR A SEPARATE VOTE

25. AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT (FILE NO. PDA21-006) BETWEEN THE CITY OF ONTARIO AND EUCLID LAND VENTURE 2 LLC

The City Council considered and adopted an Ordinance approving a Development Agreement (File No. PDA21-006) between the City of Ontario and Euclid Land Venture 2 LLC, to establish the terms and conditions associated with Tentative Parcel Map No. 20517 (File No. PMTT22- 005), an 80-acre property bordered by Eucalyptus, Campus, Merrill, and Sultana Avenues, within the Business Park and Industrial General land use district of the Ontario Ranch Business Park Specific Plan. Introduction and first reading took place at a regular meeting on June 20, 2023.

ORDINANCE NO. 3254 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PDA21-006, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND EUCLID LAND VENTURE 2 LLC, TO ESTABLISH THE TERMS AND CONDITIONS ASSOCIATED WITH TENTATIVE PARCEL MAP NO. 20517 (FILE NO. PMTT22-005), AN 80-ACRE PROPERTY BORDERED BY EUCALYPTUS, CAMPUS, MERRILL, AND SULTANA AVENUES, LOCATED WITHIN THE BUSINESS PARK AND INDUSTRIAL GENERAL LAND USE DISTRICTS OF THE ONTARIO RANCH BUSINESS PARK SPECIFIC PLAN AND MAKING FINDINGS IN SUPPORT THEREOF - APNS: 1054-041-01, 1054-041-02, 1054-031-01, 1054-031-02, 1054-261-01, 1054-261-02, 1054-291-01, AND 1054-291-02.

PUBLIC COMMENT

Mitchell M. Tsai, one written comment in support of Item No. 25.

Mayor Leon called on the first speaker:

Wyatt Stiles, spoke in favor of the item.
David Hanson, spoke in favor of the item.
Louie Lopez, spoke in favor of the item.
Robert Ramos, spoke in favor of the item.
Rafael Legido, spoke in favor of the item.
Mike Madrid, spoke in favor of the item.

MOTION: Moved by Council Member Wapner seconded by Council Member Bowman and carried by a unanimous vote 4-0, with Mayor pro Tem Dorst-Porada absent, to adopt Ordinance No. 3254.

PUBLIC HEARINGS

35. ANNUAL LEVY OF ASSESSMENTS WITHIN ONTARIO PARKWAY MAINTENANCE ASSESSMENT DISTRICT NOS. 1, 2, 3 AND 4 FOR FISCAL YEAR 2023-24

The City Council conducted a combined public hearing for the districts and took the following actions pertaining to the levy of assessments within Ontario Parkway Maintenance Assessment Districts (OPMAD) Nos. 1, 2, 3 and 4 and:

A. Adopted a Resolution approving the Engineer's Reports relating to the levy of assessments for each district;
B. Adopted a Resolution confirming the diagrams and assessments and providing for the assessment levy within Ontario Parkway Maintenance Assessment Districts Nos. 1, 2, & 3; and
C. Adopted a Resolution confirming the diagram and assessment and providing for the assessment levy within Ontario Parkway Maintenance Assessment District No. 4.

RESOLUTION NO. 2023-117 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING THE ENGINEER'S REPORTS FOR THE ANNUAL LEVY OF ASSESSMENTS WITHIN ONTARIO PARKWAY MAINTENANCE ASSESSMENT DISTRICTS NO. 1, 2, 3 AND 4 FOR FISCAL YEAR 2023-24.

RESOLUTION NO. 2023-118 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, CONFIRMING THE DIAGRAMS AND ASSESSMENTS, AND PROVIDING FOR THE ANNUAL ASSESSMENT LEVY WITHIN ONTARIO PARKWAY MAINTENANCE ASSESSMENT DISTRICTS NO. 1, 2 AND 3 FOR FISCAL YEAR 2023-24.

RESOLUTION NO. 2023-119 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, CONFIRMING THE DIAGRAM AND ASSESSMENT AND PROVIDING FOR THE ANNUAL ASSESSMENT LEVY

WITHIN ONTARIO PARKWAY MAINTENANCE ASSESSMENT DISTRICT NO. 4 FOR FISCAL YEAR 2023-24.

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

Mayor Leon opened the public hearing and inquired if anyone was interested in speaking to the item. Hearing no one, Mayor Leon closed the public hearing and opened the item for Council discussion.

MOTION: Moved by Council Member Bowman seconded by Council Member Valencia and carried by a unanimous vote 4-0, with Mayor pro Tem Dorst-Porada absent, to adopt Resolution Nos. 2023-117, 2023-118, 2023-119.

36. ANNUAL LEVY OF ASSESSMENTS WITHIN STREET LIGHTING MAINTENANCE DISTRICT NOS. 1 AND 2 FOR FISCAL YEAR 2023-24.

The City Council conducted a combined public hearing for the districts and took the following actions pertaining to the levy of assessments within Street Lighting Maintenance Districts (SLMD) Nos. 1 and 2 and:

A. Adopted a Resolution approving the Engineer's Reports relating to the levy of assessments for each district;
B. Adopted a Resolution confirming the diagram and assessment and providing for the assessment levy within Street Lighting Maintenance District 1; and
C. Adopted a Resolution confirming the diagram and assessment and providing for the assessment levy within Street Lighting Maintenance District 2.

RESOLUTION NO. 2023-120 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING THE ENGINEER'S REPORTS FOR THE ANNUAL LEVY OF ASSESSMENTS WITHIN STREET LIGHTING MAINTENANCE DISTRICTS NO. 1 AND 2 FOR FISCAL YEAR 2023-24.

RESOLUTION NO. 2023-121 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, CONFIRMING THE DIAGRAM AND ASSESSMENT AND PROVIDING FOR THE ANNUAL ASSESSMENT LEVY WITHIN STREET LIGHTING MAINTENANCE DISTRICT NO. 1 FOR FISCAL YEAR 2023-24.

RESOLUTION NO. 2023-122 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, CONFIRMING THE DIAGRAM AND ASSESSMENT AND PROVIDING FOR THE ANNUAL ASSESSMENT LEVY WITHIN STREET LIGHTING MAINTENANCE DISTRICT NO. 2 FOR FISCAL YEAR 2023-24.

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

Mayor Leon opened the public hearing and inquired if anyone was interested in speaking to the item. Hearing no one, Mayor Leon closed the public hearing and opened the item for Council discussion.

MOTION: Moved by Council Member Valencia seconded by Council Member Bowman and carried by a unanimous vote 4-0, with Mayor pro Tem Dorst-Porada absent, to adopt Resolution Nos. 2023-120, 2023-121, 2023-122.

37. A PUBLIC HEARING TO CONSIDER ADOPTION OF AN ORDINANCE AMENDING CHAPTER 33 OF TITLE 5 OF VOLUME I TO THE ONTARIO MUNICIPAL CODE, AMENDING THE PUBLIC ART PROGRAM, RENAMING THE PUBLIC ART ADVISORY COMMITTEE TO THE PUBLIC ART ADVISORY COMMISSION, ADDING REGULATIONS FOR PUBLIC ART FUNDED BY CITY FUNDS ON CITY PROJECTS, AND FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA).

The City Council introduced and waived further reading of an Ordinance amending the public art program, renaming the Public Art Advisory Committee to the Public Art Advisory Commission, adding regulations for the public art funded by City funds on City projects, and finding the action exempt from CEQA.

ORDINANCE NO. 3256 (FIRST READING) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AMENDING CHAPTER 33 OF TITLE 5 OF VOLUME I TO THE ONTARIO MUNICIPAL CODE, AMENDING THE PUBLIC ART PROGRAM, RENAMING THE PUBLIC ART ADVISORY COMMITTEE TO THE PUBLIC ART ADVISORY COMMISSION, ADDING REGULATIONS FOR PUBLIC ART FUNDED BY CITY FUNDS ON CITY PROJECTS, AND FINDING THE ACTION EXEMPT FROM CEQA.

City Manager Ochoa stated staff requested the strike out of the last sentence of section 4(e), which reads “for public art projects tied to a city capital improvement project, the public art commission will make a recommendation to the city council regarding any proposed art or artworks.”

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

Mayor Leon opened the public hearing and inquired if anyone was interested in speaking to the item. Hearing no else, Mayor Leon closed the public hearing and opened the item for Council discussion.

MOTION: Moved by Council Member Bowman seconded by Council Member Valencia and carried by a unanimous vote 4-0, with Mayor pro Tem Dorst-Porada absent, to introduce Ordinance No. 3256.

38. A PUBLIC HEARING TO CONSIDER FILE NO. PUD22-002, A PLANNED UNIT DEVELOPMENT FOR A 0.79-ACRE PARCEL OF LAND LOCATED AT THE NORTHEAST CORNER OF LAUREL AVENUE AND D STREET

The City Council introduced and waived further reading of an Ordinance approving File No. PUD22-002, the Laurel Avenue Townhomes Planned Unit Development, establishing development standards and design guidelines to facilitate a residential development located at the northeast corner of Laurel Avenue and D Street.

ORDINANCE NO. 3257 (FIRST READING) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PUD22-002, A PLANNED UNIT DEVELOPMENT TO ESTABLISH DEVELOPMENT AND PERFORMANCE STANDARDS AND DESIGN GUIDELINES FOR 0.79-ACRES OF LAND LOCATED AT THE NORTHEAST CORNER OF LAUREL AVENUE AND D STREET WITHIN THE LUA-1 (EUCLID AVENUE ENTERTAINMENT) OF THE MU-1 (DOWNTOWN MIXED USE) ZONING DISTRICT, AND MAKING FINDINGS IN SUPPORT THEREOF—APNS: 1048-354-12 AND 1048-354-13.

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

Mayor Leon opened the public hearing and inquired if anyone was interested in speaking to the item. Hearing no one, Mayor Leon closed the public hearing and opened the item for Council discussion.

MOTION: Moved by Council Member Valencia seconded by Council Member Bowman and carried by a unanimous vote 4-0, with Mayor pro Tem Dorst-Porada absent, to introduce Ordinance No. 3257.

39. A PUBLIC HEARING TO CONSIDER THE ADOPTION OF AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT (FILE NO. PDA21-008) BETWEEN THE CITY OF ONTARIO AND JH BRAY, LLC, AND HCW LATHROP INVESTORS, LLC

The City Council introduced and waived further reading of an Ordinance approving a Development Agreement (File No. PDA21-008) between the City of Ontario and JH Bray, LLC, and HCW Lathrop Investors, LLC.

ORDINANCE NO. 3258 (FIRST READING) AN ORDINANCE OF THE CITY COUNCIL OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PDA21-008, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND JB BRAY, LLC, AND HCW LATHROP INVESTORS, LLC, TO ESTABLISH THE TERMS AND CONDITIONS ASSOCIATED WITH TENTATIVE TRACT MAP 20452 (FILE NO. PMTT21-017), A 19.1 ACRE PROPERTY LOCATED APPROXIMATELY 1,300 SOUTH OF THE INTERSECTION OF RIVERSIDE DRIVE AND HAVEN AVENUE, WITHIN THE PLANNING AREA 3 LAND USE

DISTRICT OF THE WEST HAVEN SPECIFIC PLAN (FILE NO. PSP03-006), AND MAKING FINDINGS IN SUPPORT THEREOF—APN: 0218-151-10.

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

Mayor Leon opened the public hearing and inquired if anyone was interested in speaking to the item. Hearing no one, Mayor Leon closed the public hearing and opened the item for Council discussion.

MOTION: Moved by Council Member Bowman seconded by Council Member Valencia and carried by a unanimous vote 4-0, with Mayor pro Tem Dorst-Porada absent, to introduce Ordinance No. 3258.

40. A PUBLIC HEARING TO CONSIDER AN AMENDMENT (FILE NO. PSPA21-004) TO THE WEST HAVEN SPECIFIC PLAN, TO BRING THE SPECIFIC PLAN INTO COMPLIANCE WITH THE ONTARIO PLAN POLICY PLAN (GENERAL PLAN) LAND USE PLAN FOR PROPERTY BOUNDED BY RIVERSIDE DRIVE TO THE NORTH, SCHAEFER AVENUE TO THE SOUTH, HAVEN AVENUE TO THE EAST, AND TURNER AVENUE TO THE WEST

The City Council considered and adopted the following:

A. A Resolution approving an Addendum to the West Haven Specific Plan Environmental Impact Report (State Clearinghouse No. 200471095); and
B. A Resolution approving an Amendment to the West Haven Specific Plan (File No. PSPA21-004) bringing the Specific Plan into conformance with the Policy Plan (General Plan).

RESOLUTION NO. 2023-123 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING AN ADDENDUM TO THE WEST HAVEN SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT, PURSUANT TO THE REQUIREMENTS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AS AMENDED, FOR FILE NO. PSPA21-004.

RESOLUTION NO. 2023-124 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PSPA21-004, A SPECIFIC PLAN AMENDMENT FOR THE FOLLOWING CHANGES: [I] DESIGNATE PLANNING AREA 1 WITH MEDIUM DENSITY RESIDENTIAL LAND USES CONSISTENT WITH THE ONTARIO PLAN 2050 (TOP) POLICY PLAN (GENERAL PLAN) LAND USE MAP; [II] INCREASE THE NUMBER OF ALLOWED UNITS WITHIN PLANNING AREA 1 FROM 173 DWELLING UNITS TO 451 DWELLING UNITS; [III] INCREASE THE PLANNING AREA 1 DENSITY RANGE FROM 6.07 DU/AC TO 15.08 DU/AC; [IV] REVISE THE ALLOWED LAND USES WITHIN PLANNING AREA 1 FROM DETACHED COURTYARD AND 4,000 SQUARE FOOT LOTS TO DETACHED COURTYARD AND ATTACHED HOMES; [V] DESIGNATE PLANNING AREA 3 WITH LOW MEDIUM DENSITY

RESIDENTIAL LAND USES CONSISTENT WITH TOP 2050 POLICY PLAN LAND USE MAP; [VI] INCREASE THE NUMBER OF ALLOWED UNITS WITHIN PLANNING AREA 3 FROM 92 DWELLING UNITS TO 203 DWELLING UNITS; [VII] INCREASE THE PLANNING AREA 3 DENSITY RANGE FROM 4.57 DU/AC TO 10.1 DU/AC; [VIII] REVISE THE ALLOWED LAND USES WITHIN PLANNING AREA 3 FROM 4,950 SQUARE FOOT LOTS TO DETACHED AND ATTACHED HOMES; [IX] DECREASE THE PLANNING AREA 3 ACREAGE FROM 20.12 ACRES TO 19.17 ACRES; AND [X] VARIOUS CHANGES TO THE SPECIFIC PLAN LAND USE MAP (PLANNING AREAS) DEVELOPMENT STANDARDS, EXHIBITS, AND TEXT MODIFICATION, TO REFLECT THE PROPOSED LAND USE CHANGES TO BE CONSISTENT WITH THE ONTARIO PLAN 2050 POLICY PLAN, AND MAKING FINDINGS IN SUPPORT THEREOF—APNS: 0218-151-48 AND 0218-151-10.

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

Mayor Leon opened the public hearing and inquired if anyone was interested in speaking to the item.

Steve Bjellano, not present
Sage McCleve, spoke in support of the item.

Hearing no one else, Mayor Leon closed the public hearing and opened the item for Council discussion.

MOTION: Moved by Council Member Bowman seconded by Council Member Valencia and carried by a unanimous vote 4-0, with Mayor pro Tem Dorst-Porada absent, to adopt Resolution Nos. 2023-123 and 2023-124.

41. A PUBLIC HEARING TO CONSIDER A RESOLUTION RELATED TO THE RATES FOR WATER, SEWER, AND SOLID WASTE SERVICES

The City Council conducted a public hearing to consider all written protests against the proposed increases in the rates for water, sewer, and solid waste services in accordance with California Constitution, Article XIII D, Section 6(a), and consider and approve a resolution related to the rates for water, sewer, and solid waste services.

RESOLUTION NO. 2023-125 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADOPTING INCREASES OR MODIFICATIONS TO THE RATES FOR ITS WATER, SEWER, AND SOLID WASTE SERVICE CHARGES.

Notice of public hearing was duly given and affidavits of compliance are on file in the Records Management Department. There were 28 written communications.

City Attorney Duran announced this public hearing was set in compliance with Prop 218 requirements. The City mailed a notice of the public hearing to the record owners of the properties subject to the imposition of the rate increases and to tenants and customers who are not property owners. The date and time of the public hearing was not less than 45 days after the City mailed the public hearing notice. The purpose of the hearing was for the City Council to hear all oral testimonies and consider all written protests and to determine whether there is a majority protest against the proposed water rate increases. Written protests were submitted during the public hearing and Mr. Duran noted oral comments were not counted as formal written protests.

Mayor Leon described the procedure for the hearing, then opened the public hearing.

Guy Roubian, spoke in opposition of the increased rates and expressed concern over how the rates were calculated.
Chris Robles, spoke in opposition to the increased rates and expressed concern over the process.
Pamela Bennett, spoke in opposition to the proposed increased rates.
Lee Howard, spoke in opposition to proposed increased rates.
Sean McBurney, spoke in opposition to proposed increased rates.
Jesse Fonseca, not present.

Mayor Leon called upon Utilities General Manager, Scott Burton for a presentation. After the presentation, City Council discussed the matter. The Mayor inquired if there was anyone else wishing to speak on the matter.

Karen May, spoke on the process.
Ted Burnett, spoke in opposition of proposed increased rates.

Mayor Leon then closed the public hearing and asked the City Manager to provide further clarification. City Manager Ochoa provided clarification regarding the cost allocation plan and Council discussed the matter. Mayor Leon then called upon the City Clerk to announce the results of the written protests.

City Clerk Mautz announced that prior to the close of the public hearing, staff received a total of 15 written protest letters regarding the water rates. A majority protest did not exist for the proposed water rates. Prior to the close of the public hearing, staff received a total of 15 written protest letters regarding the sewer rates. A majority protest did not exist for the proposed sewer rates. Prior to the close of the public hearing, staff received a total of 13 written protest letters regarding the solid waste rates. A majority protest did not exist for the proposed solid waste rates.

MOTION: Moved by Council Member Wapner seconded by Council Member Bowman and carried by a 3-1 vote, with Council Member Valencia opposed and Mayor pro Tem Dorst-Porada absent, to adopt Resolution No. 2023-125.

STAFF MATTERS

City Manager Ochoa made no comments.

COUNCIL MATTERS

Mayor Leon recognized D'Andre Lampkin and his contributions to the community and commended him for being recognized as Officer of the Year by the American Legion.

Council Member Valencia made no comments.

Council Member Bowman made no comments.

Council Member Wapner spoke on the need for more Electric Vehicle chargers in the City.

Mayor Leon announced upcoming community events.

ADJOURNMENT

Mayor Leon adjourned the meetings of the Joint Agencies at 8:30 p.m. and announced the next regular meeting on August 1, 2023, was cancelled due to National Night Out, the next regular meeting was scheduled for August 15, 2023.

Respectfully submitted,

_____
SHEILA MAUTZ, CITY CLERK/SECRETARY

APPROVED:

_____
PAUL S. LEON, MAYOR/CHAIRMAN

CITY OF ONTARIO *Agenda Report* **August 15, 2023**	**SECTION:** **CONSENT CALENDAR**
Department: Utilities Prepared By: Dennis Mejia Staff Member Presenting: Scott Burton, Utilities General Manager Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 3

SUBJECT: A MEMORANDUM OF UNDERSTANDING WITH THE INLAND EMPIRE UTILITIES AGENCY FOR THE EUCLID AVENUE RECYCLED WATER PROJECT

RECOMMENDATION: That the City Council approve and authorize the City Manager or designee to execute a Memorandum of Understanding (on file in the Records Management Department) by and between the City of Ontario and the Inland Empire Utilities Agency (IEUA) for the Euclid Avenue Recycled Water Project; and reimbursement of shared construction costs pursuant to the MOU for up to $910,000 plus a 15% contingency of $136,500 for a total not-to-exceed amount of $1,046,500.

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

FISCAL IMPACT: The Fiscal Year 2023-24 Capital Improvement Program Budget includes appropriations for the Water Capital Fund for any potential shared construction costs. There is no impact to the General Fund.

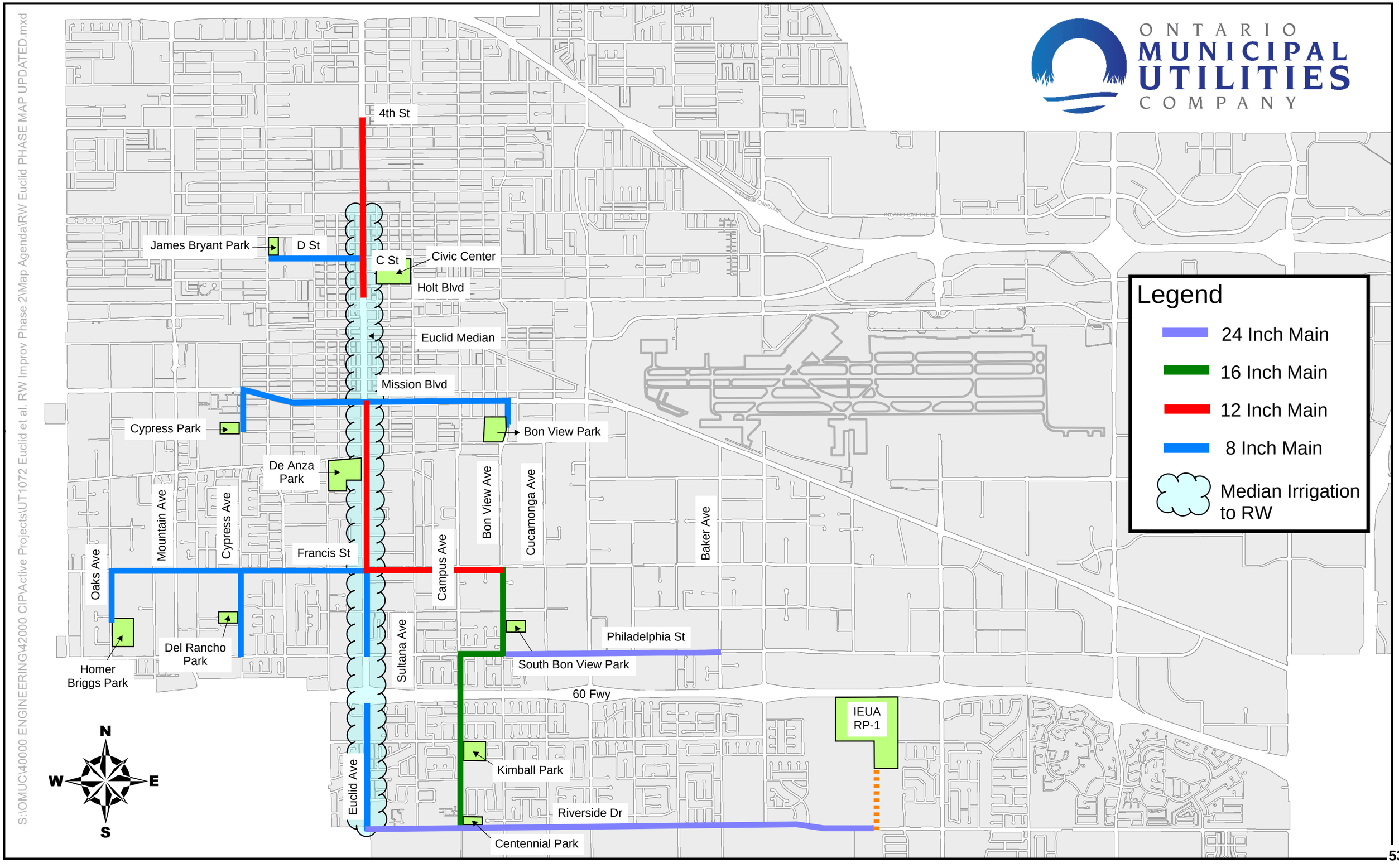
The MOU provides a framework for the potential to share the construction costs associated with a shared pipeline trench. If it is determined that a shared trench will be required, the City will be responsible for 50% of all construction costs estimated at $910,000, plus a 15% contingency of $136,500 for a total not-to-exceed amount of $1,046,500 associated with the installation of the City's recycled water main.

BACKGROUND & ANALYSIS: IEUA operates the Non-Reclaimable Wastewater System (NRWS) which traverses through the City and conveys industrial wastewater outside of the Chino Basin for treatment and disposal. A portion of the NRWS consists of dual 12-inch diameter force mains along Philadelphia Street between Vineyard Avenue and Bon View Avenue. IEUA is planning on replacing the force mains as part of their capital replacement program. Ontario's future Euclid Recycled Water Project is also currently under design with source water coming from either Philadelphia Street at Baker Avenue or Riverside Drive at IEUA's RP-1 Facility.

Due to numerous underground pipes in Philadelphia Street, the portion of the IEUA force mains in Philadelphia Street may potentially conflict with Ontario's future recycled water project which will bring recycled water to the Euclid Avenue corridor. To accommodate both projects in the Philadelphia Street alignment, a joint trench may be required for construction. The MOU specifies cost sharing provisions in the event a joint trench is determined to be needed on Philadelphia Street. In addition, portions of the old IEUA force main may need to be removed instead of abandoned in place to accommodate other potential future projects. The MOU also provides for provisions for IEUA to remove and/or fund the removal of any abandoned IEUA force main segments potentially in conflict with any future City projects in Philadelphia Street.

FIGURE 1

OMUC CONTRACT NO. UT 1072 EUCLID AVE. RECYCLED WATER IMPROVEMENTS



CITY OF ONTARIO *Agenda Report* **August 15, 2023**	**SECTION:** **CONSENT CALENDAR**
Department: Utilities Prepared By: Jonathan Yang Staff Member Presenting: Scott Burton, Utilities General Manager Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 4

SUBJECT: **AN AMENDMENT TO ON-CALL DESIGN SERVICES AGREEMENT WITH INFRASTRUCTURE ENGINEERING CORPORATION FOR LAUREL AVENUE, SULTANA AVENUE, AND NOCTA STREET SEWER SERVICE IMPROVEMENTS (PROJECTS UT 1067, UT 1069, AND UT 1077)**

RECOMMENDATION: That the City Council approve and authorize the City Manager, or designee, to execute Amendment No. 16 to the On-Call Design Services Agreement (on file in the Record Management Department) with Infrastructure Engineering Corporation, of Irvine, California, for an increase to the existing Agreement by $110,044, for a total not-to-exceed amount of $3,040,240.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner
Invest in the Growth and Evolution of the City's Economy
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

FISCAL IMPACT: Proposed Amendment No. 16 to Infrastructure Engineering Corporation will increase the existing Agreement by $110,044 for a total revised Agreement not-to-exceed amount of $3,040,240. The Fiscal Year 2023-24 Capital Improvement Program includes appropriations from the Sewer Capital Fund for these services. The City and Infrastructure Engineering Corporation have agreed to fixed billing rates and they will be compensated for completion of the scope of work at approved billing rates. There is no impact to the General Fund.

BACKGROUND & ANALYSIS: The City's sewer system includes approximately 440 miles of pipeline. The Sewer Master Plan (SMP) identifies various capital needs which are prioritized based on existing capacity deficiencies and deterioration, improvements for future growth, and the current level of maintenance activities required to provide adequate and reliable service.

In May of 2019, the City Council awarded on-call design services to Infrastructure Engineering Corporation and two other consultants. Infrastructure Engineering Corporation and the other consultants were selected using a qualification-based selection process. The Agreements were awarded as three-year agreements with two (2) additional one (1) year periods consistent with City Council approved budgets. As projects arise, Staff will request proposals from the consultants and

amend the original Agreement with revised scopes of work and costs.

In November of 2022, Infrastructure Engineering Corporation was tasked to prepare construction documents including design for the sewer mains on Laurel Avenue, Sultana Avenue, and Nocta Street. The design of the Laurel Avenue sewer main consists of 2,840 linear feet of 10" sewer main in Laurel Avenue and in G Street from Laurel Avenue to Euclid Avenue. This will divert flows north of G Street from the existing aged sewer main constructed in 1895 within the alley to the new Laurel Avenue sewer main. Design of the Sultana Avenue sewer main consist of 1,470 linear feet of 10" sewer main in Cherry Avenue, in D Street from Cherry Avenue to Sultana Avenue and in Sultana Avenue from D Street to B Street. This will divert flows north of D Street from Cherry Avenue to the new Sultana Avenue sewer main. Design of the Nocta Street sewer main consists of 1,540 linear feet of 8" sewer main in Nocta Street and Allyn Avenue from Nocta Street to Holt Boulevard. This will divert flows that go through residential properties into Nocta Street. The construction documents will accommodate the full build-out capacity for the planned land uses that will be developed and reduce the possibility of sewer overflows. These design projects are currently past 30% completion.

Due to the limited records and complexity of the downtown area along Laurel Avenue, Infrastructure Engineering Corporation has recommended adding additional utility potholing in order to verify the horizontal and vertical positioning of existing critical utilities along the sewer diversion alignment (see Exhibit A). The proposed additional scope will assist in preparing construction documents and minimize potential damage to existing utilities.

The Sultana Avenue Strom Drain project is also currently under design. A portion of the Sultana Avenue Sewer and Sultana Avenue Storm Drain will be constructed in the same segment of Sultana Avenue, between D Street and B Street. In order to mitigate scheduling and design conflicts, Staff has solicited a proposal from Infrastructure Engineering Corporation to include additional sewer design from Sultana Avenue extending north of D Street (see Exhibit B). This will allow for accommodation of both the storm drain and sewer alignment within the Sultana Avenue right-of-way.

Furthermore, the City has purchased property at the north east intersection of Allyn Avenue and Holt Boulevard for redevelopment purposes. To relocate existing sewer laterals outside of the redevelopment areas, Staff has solicited a proposal from Infrastructure Engineering Corporation to include realignment of various sewer laterals within private properties. This includes 4 private sewer laterals on Nocta Street to flow north to the new sewer main in Nocta Street, O'Rilley Auto Parts sewer lateral to connect to the new main in Allyn Avenue, and a new sewer lateral for future connection for the Mobile Home Park at the intersection of Allyn Avenue and Nocta Street (see Exhibit C). This project will work in tandem with the existing Nocta Street Sewer Main Improvements that was awarded in November 2022. The scope will include utility research, preliminary engineering, design, development of a construction bid package and bid support services.

Staff is recommending approval of Amendment No. 16 to Infrastructure Engineering Corporation On-Call Design Services Agreement based upon Infrastructure Engineering Corporation's qualifications, familiarity with the Project and performance in preparing previous design and contract documents.

OMUC CONTRACT NO. UT1067
CITY OF ONTARIO
LAUREL AVENUE SEWER MAIN IMPROVEMENTS

ONTARIO MUNICIPAL UTILITIES COMPANY



EXHIBIT"A"

OMUC CONTRACT NO. UT1069
CITY OF ONTARIO
SULTANA AVE. SEWER MAIN IMPROVEMENTS

ONTARIO MUNICIPAL UTILITIES COMPANY

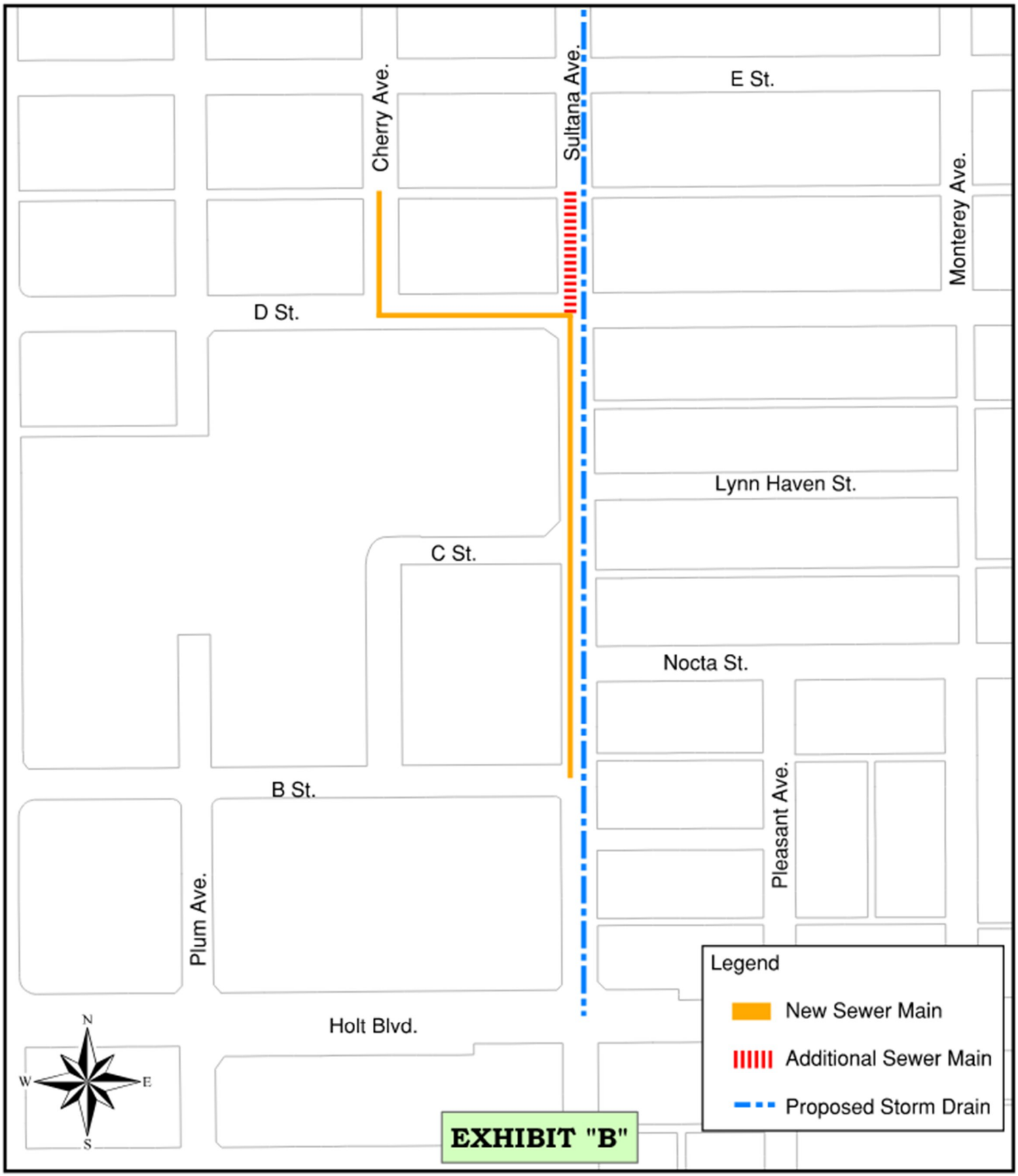
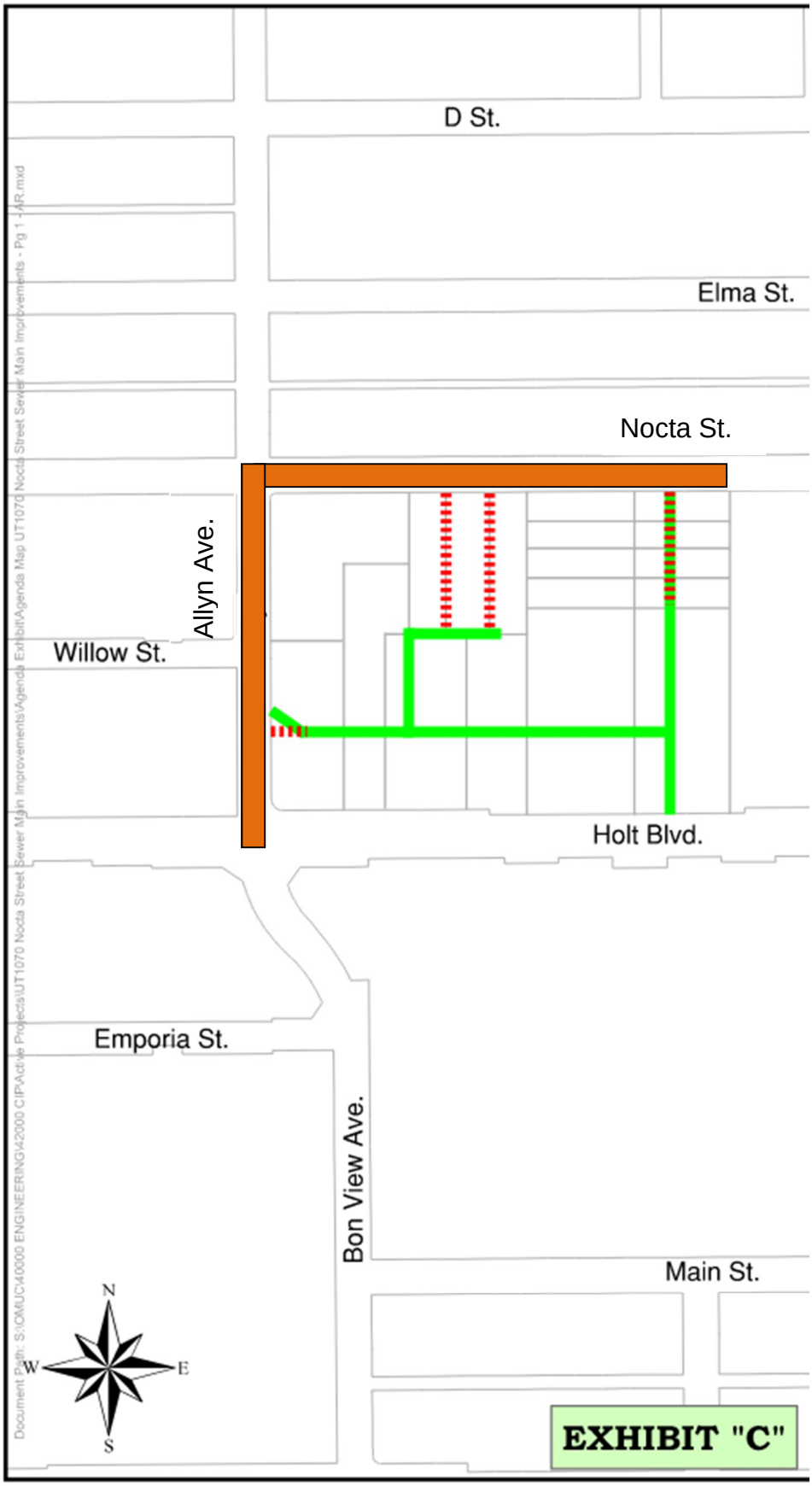


EXHIBIT "B"

OMUC CONTRACT NO. UT
CITY OF ONTARIO
NOCTA STREET SEWE
SERVICE IMPROVEMEN



New Sewer Main

CITY OF ONTARIO *Agenda Report* **August 15, 2023**	**SECTION:** **CONSENT CALENDAR**
Department: Utilities Prepared By: Chris Bonadurer Staff Member Presenting: Scott Burton, Utilities General Manager Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 5

SUBJECT: **A CHANGE ORDER TO THE ANNUAL CONTRACT WITH GENERAL PUMP COMPANY INC. FOR ON-CALL MAINTENANCE, REHABILITATION, INSPECTIONS, AND EMERGENCY WELL REPAIRS**

RECOMMENDATION: That the City Council approve and authorize the City Manager, or designee, to execute Change Order No. 5 to Contract No. 1819-01 (on file in the Records Management Department) with General Pump Company Inc., of San Dimas, California, for maintenance, rehabilitation, inspection and emergency well repairs for $21,550 and a term extension to June 30, 2024.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

FISCAL IMPACT: The Fiscal Year 2023-24 Adopted Budget includes appropriations from the Water Operating Fund for on-call maintenance, rehabilitation, inspection, and emergency well repairs. The cost for Fiscal Year 2023-24 amounts to $21,550 and does not increase the total not-to-exceed amount of $3,650,000 previously approved by City Council.

BACKGROUND & ANALYSIS: The City's water system utilizes twenty (20) groundwater wells and six (6) booster stations with motors ranging in size up to 800 horsepower, and pumps capable of producing up to 3,500 gallons per minute. These facilities are critical to the City's water supply and need to be rehabilitated periodically to ensure reliable operation and extend the useful life of the capital investment. In addition, this work keeps the facilities energy efficient resulting in lower energy usage, which is one of the largest operating costs for the City's water system.

Recently, General Pump Company Inc., completed an alignment survey to pinpoint possible causes of pump failure at Well 41. The assessment was completed and findings require installation of a new pump. Due to supply-chain issues, lead times for a new pump are six months. As a result of extended lead times for a new pump, work was unable to be completed by June 30, 2023, and work to prepare the well and install the new pump is on-going.

In July of 2018, the City Council approved the original Contract to General Pump Company Inc., after a formal bid process. The original term was from July 17, 2018, to June 30, 2019, with the option to extend the term of the Contract for four (4) successive one (1) year periods. The City has exercised the four (4) successive (1) year periods.

Proposed Change Order No. 5 will provide continuity in providing effective on-call maintenance, rehabilitation, inspection, and emergency well repair services to the City. An extension of one (1) successive one (1) year period is recommended. This firm has continuously provided the City with on-call maintenance, rehabilitation, inspection, and emergency well repairs, and has an excellent performance record.

CITY OF ONTARIO *Agenda Report* **August 15, 2023**	**SECTION:** **CONSENT CALENDAR**
Department: Utilities Prepared By: Chris Bonadurer Staff Member Presenting: Scott Burton, Utilities General Manager Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 6

SUBJECT: **AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH FREEDOM AUTOMATION INC. FOR SUPERVISORY CONTROL AND DATA ACQUISITION COMPUTER PROGRAMING SUPPORT SERVICES**

RECOMMENDATION: That the City Council approve and authorize the City Manager, or designee, to execute Amendment No. 5 to the Professional Services Agreement (on file in the Records Management Department) with Freedom Automation Inc., of Oceanside, California, for the City's Supervisory Control and Data Acquisition (SCADA) computer programming support services for $55,800 and a term extension to June 30, 2024.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

FISCAL IMPACT: The Fiscal Year 2023-24 Adopted Budget includes appropriations from the Water Operating Fund for these computer support services. The cost for Fiscal Year 2023-24 amounts to $55,800 and does not increase the total not-to-exceed amount of $750,000 previously approved by City Council.

BACKGROUND & ANALYSIS: The City utilizes a SCADA computer system to monitor and control twenty (20) water production wells, seven (7) water reservoirs, six (6) booster stations, two (2) water treatment plants, four (4) sewer lift stations, and eighteen (18) pressure reducing (PR) stations. The Agreement encompasses programing services associated with several maintenance, operational, and management projects for water and sewer, such as the ethernet radio network upgrade, programmable logic controller & hardware updates, and PR station and treatment plant programming. SCADA programming services are critical to the operation of the City's water infrastructure.

Final programming, testing, and communications are required for Capital Improvement Projects at Well sites 37, 39, and 43, which recently had new construction work performed. Due to material delays, extension to the project timelines were required and work was unable to be completed in Fiscal Year 2022-23.

In July of 2018, the City Council approved the original Agreement with Freedom Automation Inc., after a formal bid process. The original term was from July 1, 2018, to June 30, 2019, with the option to extend the term of the Agreement for four (4) successive one (1) year periods. The City has exercised the four (4) successive (1) year periods. Proposed Amendment No. 5 will provide continuity in providing effective and efficient computer support services to the City by providing an extension of one (1) successive one (1) year period to allow for completion of the work associated with the Well sites 37, 39 and 43.

Freedom Automation Inc., has been providing the City's SCADA computer programming support services, they have extensive knowledge in the operation of the City's water and sewer control systems, and have an excellent performance record.

CITY OF ONTARIO *Agenda Report* **August 15, 2023**	**SECTION:** **CONSENT CALENDAR**
Department: Utilities Prepared By: Andy Marquez Staff Member Presenting: Scott Burton, Utilities General Manager Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 7

SUBJECT: PURCHASE OF WATER SYSTEM MATERIALS WITH UNITED WATER WORKS INC. AND WESTERN WATER WORKS SUPPLY CO.

RECOMMENDATION: That the City Council take the following actions:

A. Approve and authorize the City Manager, or designee, to execute the Goods and Equipment Purchase Agreement (on file in the Records Management Department) with United Water Works Inc., of Santa Ana, California, for waterworks material in the amount of $265,000 for Fiscal Year 2023-24, and authorize the cost of $265,000 with up to a 5% increase per Fiscal Year (2024-25 to 2027-28) for a total not-to-exceed amount of $1,464,292, with an initial term of one (1) year, and authorize the option to extend the Agreement for up to four (4) consecutive one (1) year periods, at the set pricing levels per Bid No. 1659.
B. Approve and authorize the City Manager, or designee, to execute the Goods and Equipment Purchase Agreement (on file in the Records Management Department) with Western Water Works Supply Co., of Chino Hills, California, for waterworks material in the amount of $265,000 for Fiscal Year 2023-24, and authorize the cost of $265,000 with up to a 5% increase per Fiscal Year (2024-25 to 2027-28) for a total not-to-exceed amount of $1,464,292, with an initial term of one (1) year, and authorize the option to extend the Agreement for up to four (4) consecutive one (1) year periods, at the set pricing levels per Bid No. 1659.
C. Authorize a total aggregate not-to-exceed amount of $2,928,584 with United Water Works Inc., and Western Water Works Supply Co.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

FISCAL IMPACT: The Fiscal Year 2023-24 Adopted Budget includes appropriations in the Water Operating Fund to cover the cost of parts and supplies required for water system maintenance and repairs.

The total cost for the recommended action is $2,928,584. The original term of the Agreements will

be from August 15, 2023, to June 30, 2024. At the City's discretion, up to four (4) additional one (1) year extensions may be executed. Pricing for each year will be negotiated and any increases will not exceed 5% per year. Actual expenses will be based on parts ordered and material billing rates in the bid pricing. There is no impact to the General Fund.

BACKGROUND & ANALYSIS: The City's water distribution system contains over 620 miles of pipelines and appurtenances that the City maintains. This action will provide the materials for planned maintenance and emergency repairs due to sudden and unexpected system failures. The bid establishes pricing for specific parts and supplies needed to maintain and repair the water system.

In May 2023, the City solicited bids based on estimated quantities of the most common parts and materials used. On June 1, 2023, bids were received through the City's electronic bid management system in response to Bid No. 1659.

Companies that submitted bids are as follows:

Vendor Name	Location	Amount
United Water Works Inc.	Santa Ana	$737,228,59
Western Water Works Supply Co.	Chino Hills	$867,466.01
Ferguson Waterworks	Riverside	$978,998.94
S & J SUPPLY CO. INC	Santa Fe Springs	$853,323.64
Core and Main	Perris	$837,380.57
Dangelo Co	La Habra	$743,581.27

Staff reviewed the bids for responsiveness and pricing criteria. Based on the proposed unit pricing and estimated quantities of the most often used items, Staff recommends awarding the bid to United Water Works Inc., and Western Water Works Supply Co. By awarding to the two (2) suppliers, the City can obtain lowest per-unit pricing and better ensure the availability of items for emergency repairs to the City's water system.

CITY OF ONTARIO *Agenda Report* **August 15, 2023**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Philip Marino Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Bonnie Tam Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 8

SUBJECT: PROCUREMENT OF SYNTHETIC TURF FIELD WITH FIELD TURF USA, INC. FOR DE ANZA PARK

RECOMMENDATION: That the City Council authorize the procurement of one synthetic turf field from FieldTurf USA, Inc., of Calhoun, Georgia, consistent with the terms and conditions of the Sourcewell Cooperative Contract # 031622-FTU in the amount of $671,794.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

FISCAL IMPACT: The Fiscal Year 2023-24 Adopted Budget includes appropriations from the Capital Projects-Measure Q Fund for the purchase of the synthetic turf field and related materials for upgrading the soccer field to synthetic turf at De Anza Park. The total cost of the synthetic turf recommended for purchase is $671,794, funded by Measure Q.

BACKGROUND & ANALYSIS: The project will enhance recreational use at De Anza Park soccer field by providing year-round playability for the community. By converting to synthetic turf, we will see annual savings of $17,900 in water and maintenance costs. In addition to cost savings, 2,475,000 gallons of potable water will be saved annually which will assist with our water conservation efforts. The project includes the purchase of synthetic turf material, infill mix, grooming equipment, and 10 years of professional maintenance services.

In general conformation with the provisions of Government Code Section 54201 through 54204, Ontario Municipal Code Section 2-6.29 allows for the purchase of supplies and equipment through cooperative purchasing programs, pursuant to California Government Code Section 6502 and City of Ontario Resolution No. 91-141. Cooperative purchasing allows the City to pool its procurement power with other public agencies to obtain lower pricing than otherwise might be possible. Sourcewell Cooperative Contract # 031622-FTU meets the provisions of the Government Code. This contract provides for the purchasing and warranty of sports surfaces, installation, and related materials.

CITY OF ONTARIO *Agenda Report* **August 15, 2023**	**SECTION:** **CONSENT CALENDAR**
Department: Engineering Prepared By: Nathan Kuan Staff Member Presenting: Scott Murphy, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 9

SUBJECT: A CONSTRUCTION CONTRACT WITH CT&T CONCRETE PAVING INC. FOR TCC ACTIVE TRANSPORTATION PROJECTS C & D

RECOMMENDATION: That the City Council award a Construction Contract (on file in the Records Management Department) to CT&T Concrete Paving, Inc. of Diamond Bar, California, for the TCC Active Transportation Projects C & D (Project) in the amount of $1,694,688; and authorize the City Manager, or his designee to execute said contract and all related documents, and file a notice of completion at the conclusion of all construction activities.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner
Focus Resources in Ontario's Commercial and Residential Neighborhoods
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

FISCAL IMPACT: The total recommended expenditure authorization for CT&T Concrete Paving, Inc. consists of $1,540,626 plus a ten percent (10%) contingency of $154,062 for a total of $1,694,688. The Fiscal Year 2023-24 Adopted Budget appropriated funds for the construction of the Project in the amount of $998,646 from Transformative Climate Communities (TCC) grant funds and Road Maintenance and Rehabilitation Account (RMRA-SB1). The Fiscal Year 2023-24 Adopted Budget also appropriated funds for professional services and construction related to other Transformative Climate Communities (TCC) grant funded projects in the amount of $1,161,367 from RMRA-SB1 funds. An additional appropriation of $696,042 is needed to cover construction of the Project. Upon approval, the additional appropriations from RMRA-SB1 will be included in the Fiscal Year 2023-24 Mid-Year Budget Update.

BACKGROUND & ANALYSIS: The general scope of work for the Project consists of the construction of missing sidewalk segments, handicap ramps, and streetlights on Nocta Street east of Grove Avenue and Bon View Avenue south of Sunkist Street. It also consists of the installation of custom brick shelters with Variable Message Signs, adding Variable Message Signs to existing custom brick shelters, preparing site with concrete pads for new Premium Shelters, Green Shelters, and bus benches that will be installed by Omnitrans, and preparing site with concrete pad for the relocation

of existing Green Shelters.

In June 2023, the City solicited bids for the project and two bids were received. The following is a summary of the bid results:

COMPANY	LOCATION	AMOUNT
CT&T Concrete Paving, Inc.	Diamond Bar, CA	$1,540,625.68
All American Asphalt	Corona, CA	$2,341,243.00

CT&T Concrete Paving, Inc. provided all the required documents in their bid package and Staff recommends that the City Council award a Construction Contract to CT&T Concrete Paving, Inc., the lowest responsible bidder.

ENVIRONMENTAL REVIEW: The environmental impacts of this project were previously reviewed as part of the TCC grant and it was determined that the project is Categorically Exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Class 1, Existing Facilities). City Staff filed a Notice of Exemption (NOD) in November 2017, as the project consists of “minor modifications to existing facilities".

CITY OF ONTARIO *Agenda Report* **August 15, 2023**	**SECTION:** **CONSENT CALENDAR**
Department: Engineering Prepared By: Miguel Sotomayor Staff Member Presenting: Scott Murphy, Executive Director Community Development Reviewed By: Khoi Do Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 10

SUBJECT: **QUIT CLAIM DEED WITH PROLOGIS, L.P. AND A RESOLUTION APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY AND FINAL PARCEL MAP NO. 20537**

RECOMMENDATION: That the City Council take the following actions:

A. Authorize the City Manager or his designee to execute a Quit Claim Deed to Prologis, L.P., for fee title ownership of East Borba Street; and
B. Adopt a Resolution approving an Improvement Agreement, Improvement Security and Final Parcel Map No. 20537, located on the northeast corner of Grove Avenue and Merrill Avenue.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the Growth and Evolution of the City's Economy
Focus Resources in Ontario's Commercial and Residential Neighborhoods
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)
Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in Ontario Ranch

FISCAL IMPACT: There is not a direct fiscal impact associated with this action. All public infrastructure improvements required will be constructed by the Developer at its sole cost.

BACKGROUND & ANALYSIS: Final Tract Map No. 20537, consisting of 3 numbered lots and 1 lettered lot on approximately 121 acres of land (see Exhibit A), has been submitted by the developer, Prologis, L.P., a Delaware Limited Partnership. Tentative Parcel Map No. 20537 was approved by the Planning Commission on May 24, 2022.

As a clean up item, the City will quit claim East Borba Street that was dedicated by Parcel Map No. 20273, as shown on Exhibit B. This is being done to address a slight revision in the alignment of East Borba Street. The Developer will re-dedicate the required easements to the City of Ontario as part of Final Parcel Map 20537.

Improvements will include streets, storm drain, domestic water main, recycled water, sewer main, fiber optic conduits, street lights, traffic signals and parkway landscaping with irrigation. Improvements in the parkway will be consistent with current City approved drought measures.

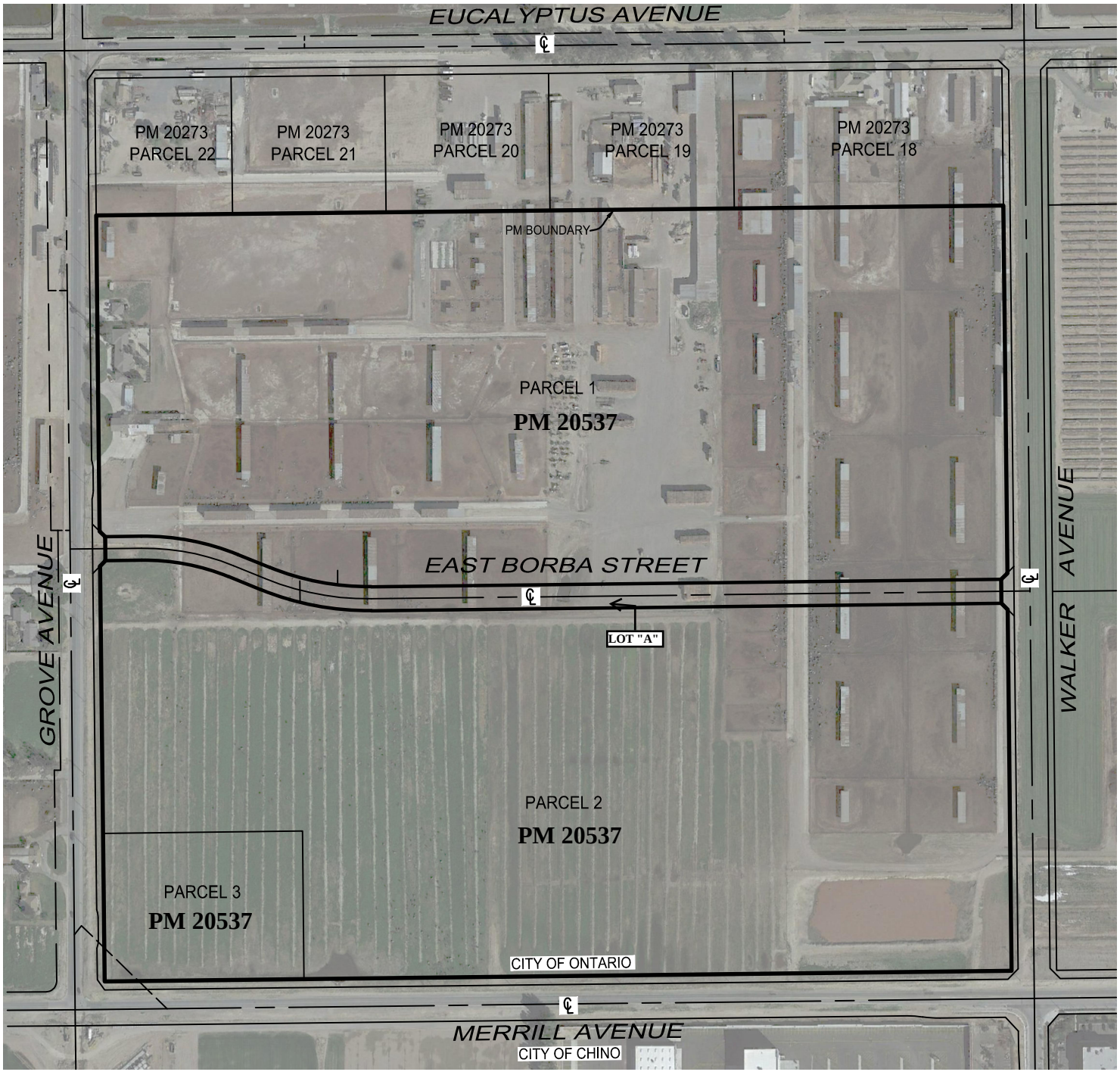
The Developer has entered into an Improvement Agreement with the City for Final Parcel Map No. 20537 and has posted adequate security to ensure construction of the required improvements.

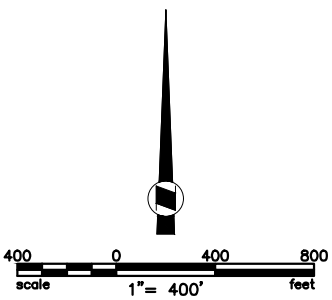
This map meets all conditions of the Subdivision Map Act and the Ontario Municipal Code and has been reviewed and approved by the City Engineer.

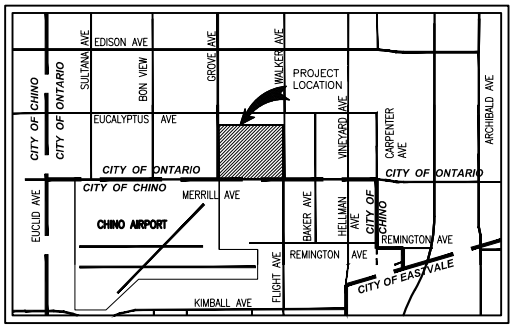
EXHIBIT A

PM 20537

MERRILL COMMERCE CENTER





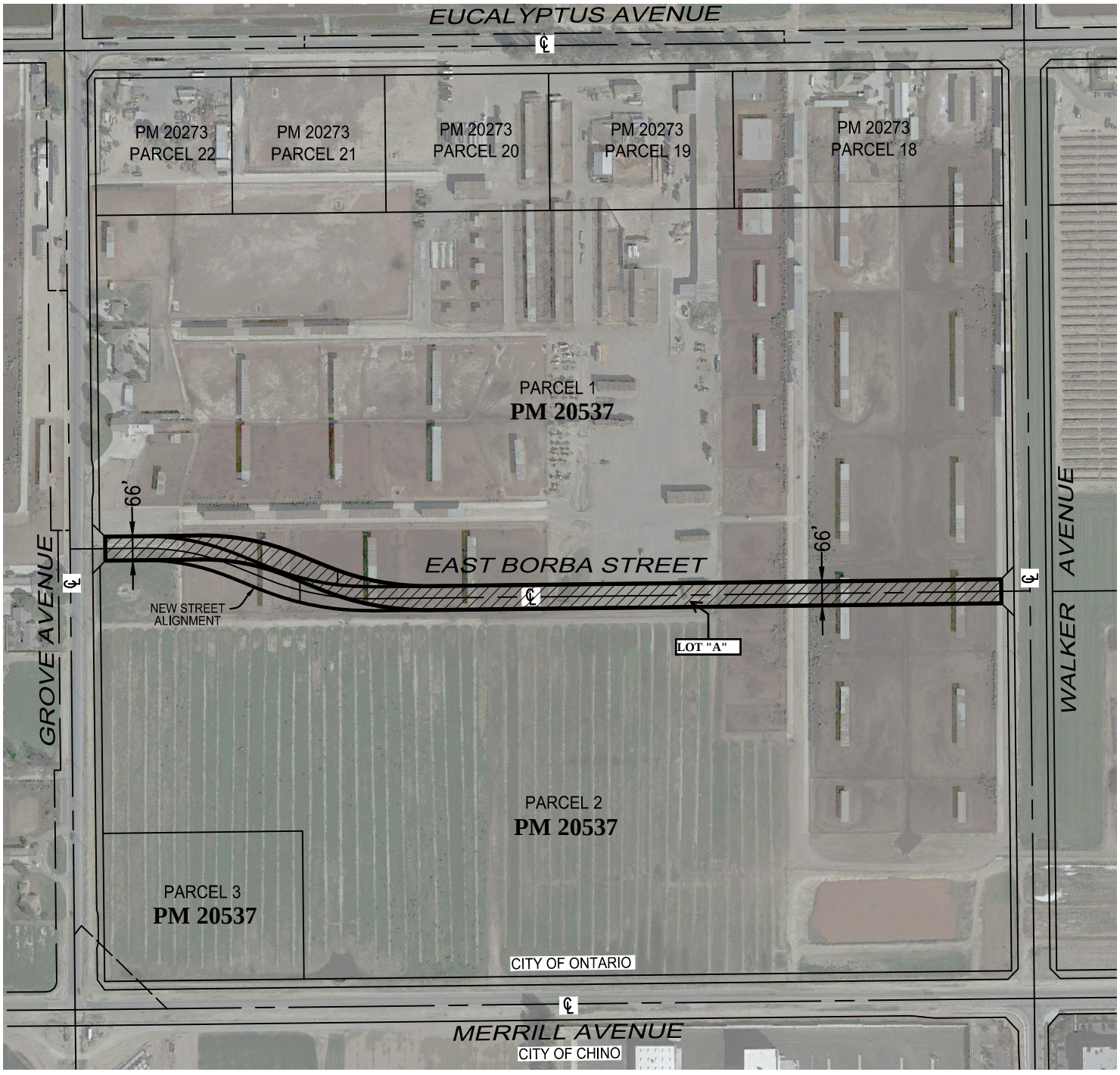


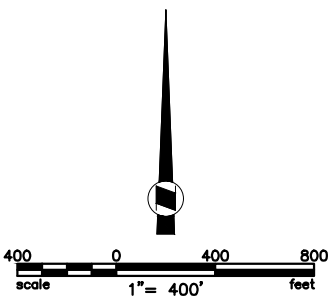
WestLAND Group, Inc.
Land Surveyors • Civil Engineers • GIS
4150 CONCOURS, ONTARIO, CA 91764
PHONE: (909) 989-9789 FAX: (909) 989-9660
WWW.WESTLANDGROUP.NET

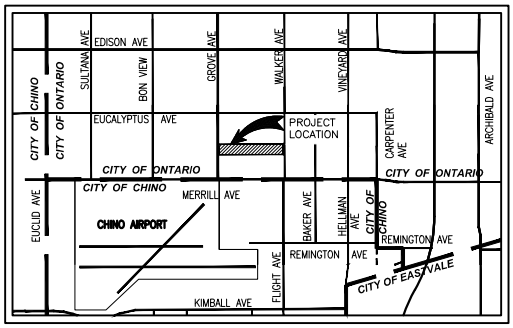
Drawing Name: P:\Year_2020\2020-263 Merrill Commerce Center Phase I-Prologis-Tom Donahue\06 Engineering\Exhibits\27_PM 20537 City Council Exhibits\Exhibit A.dwg

EXHIBIT B

PM 20537







LEGEND

EXISTING PROPERTY LINE

EXISTING CENTERLINE

INDICATES AREA TO BE QUITCLAIMED
164,157 SQUARE FEET (3.769 ACRES)

WestLAND Group, Inc.
Land Surveyors • Civil Engineers • GIS
4150 CONCOURS, ONTARIO, CA 91764
PHONE: (909) 989-9789 FAX: (909) 989-9660
WWW.WESTLANDGROUP.NET

Drawing Name: P:\Year_2020\2020-263 Merrill Commerce Center Phase I-Prologis-Tom Donahue\06 Engineering\Exhibits\27_PM 20537 City Council Exhibits\Exhibit B - East Borba.dwg

8/9/2021

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY AND FINAL PARCEL MAP NO. 20537 LOCATED ON THE NORTHEAST CORNER OF GROVE AVENUE AND MERRILL AVENUE.

WHERAS, Tentative Parcel Map No. 20537 submitted for approval by Prologis, L.P., a Delaware Limited Partnership, was approved by the Planning Commission of the City of Ontario on May 24, 2022; and

WHEREAS, Tentative Parcel Map No. 20537 consists of 3 numbered lots and 1 lettered lot being a subdivision of parcels 1, 2, 3, 4, 5 and 6 of Parcel Map No. 20273, recorded in book 258, pages 18 through 27, inclusive, of Parcel Maps, together with East Borba Street as dedicated on said Parcel Map No. 20273, all in the Office of the County Recorder of San Bernardino; and

WHEREAS, to meet the requirements established as prerequisite to final approval of Parcel Map No. 20537, Prologis, L.P., a Delaware Limited Partnership, has offered the Improvement Agreement together with good and sufficient improvement security, in conformance with the City Attorney's approved format, for approval and execution by the City.

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

SECTION 1. That said Improvement Agreement be, and the same is, approved and the City Manager is authorized to execute same on behalf of said City, and the City Clerk is authorized to attest thereto.

SECTION 2. That said Improvement Security is accepted as good and sufficient, subject to approval as to form and content thereof by the City Attorney.

SECTION 3. That Final Parcel Map No. 20537 be approved and that the City Clerk be authorized to execute the statement thereon on behalf of said City.

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

PASSED, APPROVED, AND ADOPTED this 15th day of August 2023.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST, BEST & KREIGER, 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. 2023- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held August 15, 2023 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. 2023- duly passed and adopted by the Ontario City Council at their regular meeting held August 15, 2023.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

CITY OF ONTARIO *Agenda Report* **August 15, 2023**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Daniel P Beers Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Bonnie Tam, Andrea Ampig Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 11

SUBJECT: **A DESIGN SERVICES AGREEMENT WITH PBK ARCHITECTS, INC. FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE FIRE STATION NO. 11 PROJECT**

RECOMMENDATION: That the City Council take the following actions:

A. Approve and authorize the City Manager or his designee to execute Design Services Agreement No. D&C23-005 Fire Station No. 11 (on file with the Records Management Department) with PBK Architects, Inc., of Rancho Cucamonga, California, to provide architectural and engineering services for the design of the Fire Station No. 11 Project for a total not-to-exceed contract amount of $3,674,000; and
B. Authorize the City Manager or his designee to execute all documents required for the completion of the project including, but not limited to, contracts, agreements, reduction of retention accounts, and filing of a notice of completion at the conclusion of all construction related activities.

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

FISCAL IMPACT: The Fiscal Year 2023-24 Adopted Budget includes appropriations in the Capital Projects Fund for architectural and engineering services for the Fire Station No. 11 Project, formerly called the Public Safety Center Project. The recommended contract award to PBK Architects, Inc. (PBK) is for a total amount not-to-exceed $3,674,000.

BACKGROUND & ANALYSIS: On June 22, 2023, the City received three proposals from the Request for Proposal No. 1662 for D&C23-005 Fire Station No. 11. The proposals ranged from $3,291,000 to $4,154,845. The proposals are summarized below:

BIDDER	LOCATION	AMOUNT
Ruhnau Clarke Architects	Riverside, CA	$3,291,000
PBK Architects, Inc.	Rancho Cucamonga, CA	$3,674,000
Holt Architecture	Palm Desert, CA	$4,154,845

A selection team of City Staff comprised of the Fire Department and the Police Department reviewed and scored each submittal based on its appearance and adherence to the bid documents. Based on the scores, PBK's proposal was deemed most responsive with an overall rating of 93.25. Their proposal was the best blend of exterior appeal, time, and use of space. PBK has extensive design experience with recent projects that include the Fire Station No. 1 in Ontario, CA, Fire Administration Building in Ontario, CA, Public Safety Center in Patterson, CA, and California Highway Patrol Headquarters in San Diego, CA. Therefore, Staff recommends approval of the Design Services Agreement with PBK.

CITY OF ONTARIO *Agenda Report* **August 15, 2023**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Cynthia Heredia-Torres Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Bonnie Tam, Andrea Ampig Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 12

SUBJECT: A CONSTRUCTION CONTRACT WITH WAKECO, INC. FOR THE INTEGRATED WASTE WELDING SHOP CANOPY PROJECT

RECOMMENDATION: That the City Council take the following actions:

A. Approve HZS Engineering and Construction's bid withdrawal;
B. Authorize the City Manager or his designee to approve the plans and specifications and award Contract No. D&C23-003 (on file with the Records Management Department) to Wakeco, Inc., of Temecula, California, for the construction of the Integrated Waste Welding Shop Canopy Project, in the amount of $250,000;
C. Authorize a 10% contingency of $25,000 to address any unforeseen issues that may arise during construction; and
D. Authorize the City Manager or his designee to execute all documents required for the completion of the project including, but not limited to, contracts, agreements, assessments, easements, reduction of retention accounts, and filing a notice of completion at the conclusion of all construction related activities.

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

FISCAL IMPACT: The recommended contract award to Wakeco, Inc. is for the bid amount of $250,000 plus a 10% contingency of $25,000, for a total contract amount not-to-exceed $275,000. The Fiscal Year 2023-24 Adopted Budget includes appropriation in the Integrated Waste Fund for the construction of the Integrated Waste Welding Shop Canopy Project.

BACKGROUND & ANALYSIS: The Integrated Waste Department repairs and refurbishes existing commercial and industrial steel containers of various sizes at their weld shop. The existing weld shop shade structure of 9 feet by 13 feet does not supply adequate protection for employees working in inclement weather.

The work under this project will consist of the design, fabrication, and construction/installation of a shade structure with a projected roof area of 45 feet by 75 feet per the contractor's approved design plans. The work will include, but is not limited to, coordination with the structure manufacturers, utilities, concrete work, etc.

On June 29, 2023, four bids were received for D&C23-003 Integrated Waste Welding Shop Canopy Project through the City's electronic bid management system in response to Bid No. 1664. The bids ranged from $193,700 to $483,125. The bids are summarized below.

BIDDER	**LOCATION**	**AMOUNT**
HZS Engineering and Construction	Santa Ana, CA	$193,700
Wakeco, Inc.	Temecula, CA	$250,000
MLC Constructors, Inc.	Corona, CA	$440,602
JT Construction Group, Inc.	Glendale, CA	$483,125

HZS Engineering and Construction filed to withdraw their bid and in consultation with the City Attorney, Staff recommends the City Council to accept the withdrawal and award the contract to Wakeco, Inc., the lowest responsible bidder submitting a responsive bid.

CITY OF ONTARIO *Agenda Report* **August 15, 2023**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Niles Boyer Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Bonnie Tam, Gina Gomez Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 13

SUBJECT: **AN AMENDMENT TO THE DESIGN SERVICES AGREEMENT WITH ROBERT BORDERS AND ASSOCIATES FOR ON-CALL ARCHITECTURAL DESIGN SERVICES FOR THE EASTERN LITTLE LEAGUE LATIMER BASEBALL FIELD CONCESSION BUILDING AND BLEACHERS RENOVATION PROJECT**

RECOMMENDATION: That the City Council authorize the City Manager or his designee to execute Amendment No. 16 to the Design Services Agreement (on file in the Records Management Department) with Robert Borders and Associates, of Costa Mesa, California, to provide on-call architectural design services for the Eastern Little League Latimer Baseball Field Concession Building and Bleachers Renovation Project in the amount of $96,768 for a total not-to-exceed contract amount of $570,166.

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

FISCAL IMPACT: The Fiscal Year 2023-24 Adopted Budget includes appropriations in the Capital Projects-Measure Q Fund for the Eastern Little League Latimer Baseball Field Concession Building and Bleachers Renovation Project. The recommended Amendment No. 16 will increase the contract amount by $96,768, funded by Measure Q, for a total not-to-exceed contract amount of $570,166. The total contract amount of $570,166 for the On-Call Agreement with Robert Borders and Associates includes on-call work performed for various citywide projects.

BACKGROUND & ANALYSIS: The proposed architectural design services include partial demolition, remodel, and addition to the existing approximate 2,500 square foot concession and restroom building located at 1211 East I Street. Included with the building renovation is site analysis, proposed accessibility remediation and replacement of existing bleachers. The renovated building will serve as the concession area, restrooms, meeting room, announcer's booth, storage, and utilities for the baseball field.

In addition, the architectural design services include schematic design and design development of a proposed Space Plan, preparation of construction drawings, technical specifications, processing of

drawings through the City Plan Check process and assistance during the construction administration phase, and normal structural, electrical and mechanical engineering services.

CITY OF ONTARIO *Agenda Report* **August 15, 2023**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Blaine M Ishii Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Bonnie Tam, Andrea Ampig Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 14

SUBJECT: **AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH ROUTEWARE, INC. FOR THE IMPLEMENTATION OF ADDITIONAL INTEGRATED WASTE ROUTE OPTIMIZATION SOFTWARE EQUIPMENT**

RECOMMENDATION: That the City Council take the following actions:

A. Authorize the City Manager or his designee to execute Amendment No. 1 to the Professional Services Agreement (on file with the Records Management Department) with Routeware, Inc., of Portland, Oregon, for the implementation of additional Integrated Waste route optimization software equipment (video and camera) features with a one-time charge in the amount of $171,212 and monthly recurring cost of $7,204 for twelve months, for a total not-to-exceed contract amount of $398,264 for Fiscal Year 2023-24; and
B. Authorize the City Manager or his designee to extend the Agreement up to an additional one-year term at the City's discretion for an amount not-to-exceed $1,120,992 over a three-year term, consistent with future budgets approved by the City Council.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner

FISCAL IMPACT: The Fiscal Year 2023-24 Adopted Budget includes appropriations of $150,000 in the Integrated Waste Fund for the additional equipment needed for the implementation of technology to improve safety, service efficiency and accuracy. The recommended Amendment includes a one-time payment of $171,212, and a new annual recurring cost of $227,052 ($86,448 for new services and $140,604 for existing services) for a new total not-to-exceed amount of $398,264 for Fiscal Year 2023-24. The estimated total cost for this project is a not-to-exceed amount of $1,120,992 over the three-year term. This Amendment would require an increase in appropriations of $248,264 in the Integrated Waste Fund that will be included in the next quarterly budget update.

BACKGROUND & ANALYSIS: The Integrated Waste Department has a fleet consisting of 84 Integrated Waste trucks that run 65 daily collection and support routes. With the continuous growth in the Ontario Ranch area and new development in the existing Old Model Colony, there is a need

to optimize customer service efficiencies through refuse, organics, and recycling route audits.

The additional video software will enhance our safety and customer service awareness within the Integrated Waste Department. The new video software will allow real-time service confirmation and safety features to relay immediate feedback to our staff. Staff recommends the additional technology equipment purchase from Routeware, Inc.

CITY OF ONTARIO *Agenda Report* **August 15, 2023**	**SECTION:** **CONSENT CALENDAR**
Department: Police Department Prepared By: Lizceth Zazueta Staff Member Presenting: Mike Lorenz, Chief of Police Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 15

SUBJECT: AUTHORIZE THE PURCHASE OF SPECIALIZED POLICE EQUIPMENT WITH TRIJICON, INC.

RECOMMENDATION: That City Council authorize the City Manager or his designee to execute a one-time purchase of specialized Police equipment through Trijicon, Inc. for an amount not to exceed $187,660.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Maintain the Current High Level of Public Safety
Operate in a Businesslike Manner
Pursue City's Goals and Objectives by Working with Other Governmental Agencies

FISCAL IMPACT: The Fiscal Year 2023-24 Adopted Budget includes appropriations of $187,660 in the Grant Fund for the purchase of equipment.

BACKGROUND & ANALYSIS: The Ontario Police Department received a one-time special offer to purchase the Trijicon RMR Type 2 adjustable LED 3.25 MOA Red Dot Sight (RMR) directly through the manufacturer, Trijicon, Inc. This product is not currently commercially available.

The RMR features eight brightness settings, two include night vision-compatibility, provides easy-to-use buttons on the sides allowing the user to adjust the illumination brightness, the ability to toggle between manual and automatic modes, and power down for storage. The RMR is small enough for a 100+ yard shot and allows for faster target acquisition, permitting the effective employment of lethal and non-lethal means. The RMR is the best red dot sight in the market and is compatible with the recently Council approved Staccato purchase.

Based off RMR's excellent reviews, satisfactory performance, and providing the best value to the City in price, City Staff recommends approving this one-time purchase.

CITY OF ONTARIO *Agenda Report* **August 15, 2023**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Manuel Rebolledo Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Bonnie Tam, Andrea Ampig Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 16

SUBJECT: AUTHORIZE THE PURCHASE OF FLEET VEHICLES WITH VELOCITY TRUCK CENTERS AND RDO EQUIPMENT COMPANY

RECOMMENDATION: That the City Council take the following actions:

A. Authorize the cooperative purchase and delivery of the following vehicles from Velocity Truck Centers, of Whittier, California, consistent with the terms and conditions of the Sourcewell Cooperative Contract No. 060920-ATC for a total amount not-to-exceed $7,768,200:
    1. Seven (7) Autocar front loading refuse trucks for the Integrated Waste Department in the amount of $2,947,000 plus a 20% contingency of $589,400 for a total amount not-to-exceed $3,536,400;
    2. Six (6) Autocar side loading refuse trucks for the Integrated Waste Department in the amount of $2,490,000 plus a 20% contingency of $498,000 for a total amount not-to-exceed $2,988,000; and
    3. Three (3) Autocar roll off refuse trucks for the Integrated Waste Department in the amount of $1,036,500 plus a 20% contingency of $207,300 for a total amount not-to-exceed $1,243,800.
B. Authorize the cooperative purchase and delivery of three (3) Battle Motors side loading refuse trucks for the Integrated Waste Department in the amount of $1,270,200 plus a 20% contingency of $254,040 for a total amount not-to-exceed of $1,524,240 from Velocity Truck Centers, of Whittier, California, consistent with the terms and conditions of the Sourcewell Cooperative Contract No. 060920-CRN; and
C. Authorize the cooperative purchase and delivery of the following equipment from RDO Equipment Company, of Riverside, California, consistent with the terms and conditions of the Sourcewell Cooperative Contract No. 011723- JDC for a total amount not-to-exceed $559,950:
    1. Two (2) John Deere loader for the Parks and Maintenance Department in the amount of $293,396 plus a 20% contingency of $58,679, for a total amount not-to-exceed $352,075;
    2. One (1) John Deere backhoe for the Utilities Department in the amount of $173,229 plus a 20% contingency of $34,646 for a total amount not-to-exceed $207,875.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Maintain the Current High Level of Public Safety

FISCAL IMPACT: The Fiscal Year 2023-24 Adopted Budget includes appropriations for the purchase of vehicles in the Equipment Services Fund. The total cost of the vehicles recommended for purchase is $8,210,325 plus a 20% contingency of $1,642,065 to mitigate any unforeseen issues with supply chain surcharges and manufactures price increases, for a total amount not-to-exceed $9,852,390.

BACKGROUND & ANALYSIS: The vehicles recommended for replacement have outlived their useful life 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 operations. This procurement action will result in the replaced vehicles being available to surplus, with any auction sale proceeds returning to the Equipment Service Fund.

Two of the side loading refuse trucks, two of the front loading refuse trucks, and one of the roll off refuse truck requested by the Integrated Waste Department, and the one of the loaders requested by the Parks and Maintenance Department, are a result of growth throughout the City leading to increased operations. The other 16 vehicles being requested are replacements for existing vehicles.

In general conformation with the provisions of Government Code Section 54201 through 54204, Ontario Municipal Code Section 2-6.29 allows for the purchase of supplies and equipment through cooperative purchasing programs, pursuant to California Government Code Section 6502 and City of Ontario Resolution No. 91-141. Cooperative purchasing allows the City to pool its procurement power with other public agencies to obtain lower pricing than otherwise might be possible.

QUANTITY	TYPE	AGENCY	PRICE
7	Autocar Front Loader	Public Works	$3,536,400
6	Autocar Side Loader	Public Works	$2,988,000
3	Autocar Roll Off	Public Works	$1,243,800
3	Battle Motors Side Loader	Public Works	$1,524,240
2	John Deere Loaders	Public Works	$352,075
1	John Deere Backhoe	Ontario Municipal Utilities Company	$207,875
TOTAL			**TOTAL**
22			$9,852,390

CITY OF ONTARIO *Agenda Report* **August 15, 2023**	**SECTION:** **CONSENT CALENDAR**
Department: Information Technology Prepared By: Samantha Robles Staff Member Presenting: Colin Fernandes, Executive Director Information Technology Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 17

SUBJECT: **AN AGREEMENT WITH GRANICUS, LLC., FOR THE PEAK AGENDA MANAGEMENT, RENTAL ACTIVITY MONITORING, CLOUD COMMUNICATIONS, AND THE FREEDOM OF INFORMATION ACT MODULES**

RECOMMENDATION: That the City Council authorizes the City Manager or his designee to execute an Agreement (on file with the Records Management Department) with Granicus, LLC., of St. Paul, Minnesota, for the use of the Peak Agenda Management, Rental Activity Monitoring, Cloud Communications, and the Freedom of Information Act (FOIA) modules in the amount not-to-exceed $336,480 for three years.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner

FISCAL IMPACT: The Fiscal Year 2023-24 Adopted Budget includes appropriations from the Information Technology Fund for annual subscriptions for Granicus Peak Agenda Management, Rental Activity Monitoring, Communications Cloud, and the FOIA modules. The proposed Software Agreement has a pro-rated amount not-to-exceed for year one of $90,235. The cost of year two has a not-to-exceed amount of $118,109. The cost of year three has a not-to-exceed amount of $128,136 for a total not-to-exceed contract amount of $336,480. The fixed billing rates specified in the current Agreement will determine the amount charged for services and reflect the actual services provided. If approved, appropriations will be added to the future years' budgets consistent with the annual budget adoption process.

BACKGROUND & ANALYSIS: In 2015, the City of Ontario took a significant step towards enhancing its communication with constituents by licensing the Granicus Communications Cloud platform. This marketing automation platform has dramatically improved how the City connects with citizens, enabling quick and seamless engagement.

On May 27, 2020, the City Manager authorized a Service Agreement with Granicus. This Agreement licensed the City's use of the Peak Agenda software, the procurement of a Granicus broadcast device, and a subscription enabling the use of the broadcast software. City Staff promptly embraced the Peak Agenda software to create and route efficient staff reports. The software's

intuitive features streamlined the preparation and organization of reports, optimizing the decision-making process for the City. Granicus has improved transparency by effectively broadcasting meetings in real-time and providing recorded sessions for on-demand access by the public through the City's website.

The success of the Peak Agenda software and broadcast device prompted the Planning Commission, Library Board, and Recreation Board to adopt the technology in 2022. Recognizing the importance of redundancy, the City acquired a second Granicus Broadcast Device, providing a backup solution for uninterrupted services. An Agreement Amendment facilitated the addition of a subscription for the second device, ensuring seamless operations even in unforeseen circumstances. In April 2021, the City's Records Department embarked on a transformative journey to modernize records request processing. The City acquired GovQA, an automated Freedom of Information Act (FOIA) workflow software, to overhaul the traditional labor-intensive and costly manual processes.

The transition to an online platform significantly reduced reliance on manual efforts, improving efficiency and streamlining collaboration among various departments. Custom workflows, notifications, and reporting tools empowered City Staff to handle requests promptly, enhancing the timeliness of responses and fostering transparency. Online accessibility to request submittals and records strengthened public trust, as constituents could easily access the information they sought. Moreover, GovQA's reporting tools provided valuable insights into request volume and activity assignments, aiding the City in determining staffing needs and prioritizing tasks effectively. Granicus acquired GovQA on August 26, 2021.

Continuing to leverage technology for efficient governance, City Staff aims to adopt the Granicus Host Compliance platform. This solution will transform identifying and monitoring short-term rental properties, providing a public reporting hotline for community feedback. The platform will allow the City to focus its resources on educating short-term rental operators about City regulations and enforcing compliance. As a result, Ontario's neighborhoods will flourish, and residents will experience an improved quality of life. The Finance Department will benefit from the platform as well. It will gain access to estimated occupancy and rental revenue data, enabling the verification of proper transient occupancy tax collection.

The City of Ontario's commitment to embracing innovative technology has transformed its governance, making it more efficient, transparent, and citizen-centric. With Granicus' suite of solutions, including the Communications Cloud platform, Peak Agenda software, FOIA software, and Host Compliance software, Ontario continues to lead by example, setting new standards for effective and modern government operations. Staff requests City Council approval for a three-year Agreement for a not-to-exceed amount of $336,480.

CITY OF ONTARIO *Agenda Report* **August 15, 2023**	**SECTION:** **CONSENT CALENDAR**
Department: Police Department Prepared By: Nicole Alvarez Staff Member Presenting: Mike Lorenz, Chief of Police Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 18

SUBJECT: ACCEPTANCE FOR GRANT FROM CALIFORNIA HIGHWAY PATROL FOR THE CANNABIS TAX FUND GRANT PROGRAM FISCAL YEAR 2023-24 FOR THE AMOUNT OF $256,936.

RECOMMENDATION: City Council previously approved the Police Department application and acceptance of the CHP Cannabis Tax Fund Grant in the amount of $291,250, however the Department was not awarded the full asking amount. The amount awarded by the Grant Program is $256,936. We ask that City Council authorize the City Manager or his designee to execute all documents necessary to accept the 12-month grant in the amount of $256,936.

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

FISCAL IMPACT: Grants were announced in June 2023 and funds will be used for eligible costs incurred from July 1, 2023–June 30, 2024. These grant funds are reimbursable on a quarterly basis and fund police overtime to conduct DUI saturation patrols, equipment, and training. The grant approved funding is $256,936 and the City is not required to provide matching funds for the grant. The approved amount will be included as revenue (and associated expenditure adjustments) in a subsequent quarterly budget report to City Council.

BACKGROUND & ANALYSIS: The California Highway Patrol (CHP) works closely with state and local agencies and other traffic safety stakeholders to actively address impaired driving. The CHP will consider a variety of factors in determining specific needs for each grant cycle, including opportunities and projects best suited to prevent the loss of life, injuries, and property damage caused by driving under the influence of alcohol and/or drugs.

The purpose of the Cannabis Tax Fund Grant Program (CTFGP) is to provide alternative funding sources to augment, but not supplant, current activities and programs. The CHP will allocate funds for the project categories in accordance with California Code of Regulations (CCR) Sections 1890.05 through 1890.07, as determined by the CHP.

With the passage of Proposition 64, the Control, Regulate, and Tax Adult Use of Marijuana Act

(AUMA), California voters mandated the state set aside funding for the California Highway Patrol (CHP) to award grants to local governments and qualified nonprofit organizations, as described in Revenue and Taxation Code Section 34019(f)(3)(B).

The Cannabis Tax Fund Grant Program marks an important step toward reducing impaired driving crashes, increasing public awareness surrounding the dangers of impaired driving, and making California's roadways a safer place to travel.

CITY OF ONTARIO *Agenda Report* **August 15, 2023**	**SECTION:** **CONSENT CALENDAR**
Department: Information Technology Prepared By: Samantha Robles Staff Member Presenting: Colin Fernandes, Executive Director Information Technology Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 19

SUBJECT: AN AMENDMENT TO THE AGREEMENT WITH CENTRALSQUARE TECHNOLOGIES, LLC., FOR 911 DISPATCH SYSTEM

RECOMMENDATION: That the City Council authorize the City Manager or his designee to execute an Amendment to the current Agreement (on file with the Records Management Department) with CentralSquare Technologies, LLC., of Lake Mary, Florida, to include the Rehosting Services for the Computer-Aided Dispatch (CAD), used by the Police and Fire Department in the amount not-to-exceed $742,765.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner

FISCAL IMPACT: The Fiscal Year 2023-24 Adopted Budget includes appropriations from the Information Technology Fund for annual support services for CentralSquare, Inc. The proposed Amendment to the Solutions Agreement increases the authorized contract amount of $642,065 by $100,700. The cost of $50,700 is a one-time service fee plus a $50,000 contingency for training and conversion support for a total contract amount not-to-exceed $742,765. The fixed billing rates specified in the current Agreement will determine the amount charged for services and reflect the actual services provided.

BACKGROUND & ANALYSIS: The Computer-Aided Dispatch (CAD) system from CentralSquare has been in use by the City's Police and Fire Departments to receive 911 calls and coordinate responses since 2004. This system provides the software tools for the City's dispatchers and the software used in the City's Police vehicles. The Police Department also uses CentralSquare's Records Management System (RMS) to capture law enforcement reports, manage cases, and report crime statistics to state and federal authorities. The City Council approved a one-year extension of the software at the July 18, 2023 City Council meeting. Staff have determined that the equipment supporting the system needs to be updated. Staff requests the City Council approval for an additional $100,700 to engage CentralSquare for professional services to support the upgrade for a not-to-exceed amount of $742,765.

CITY OF ONTARIO *Agenda Report* **August 15, 2023**	**SECTION:** **CONSENT CALENDAR**
Department: Community Life & Culture Prepared By: Lacey A Rightmer Staff Member Presenting: Helen McAlary, Executive Director Community Life and Culture Approved By: 	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 20

SUBJECT: AMERICORPS STATE COMPETITVE CONTINUATION GRANT FOR 2023-24

RECOMMENDATION: That the City Council authorize the City Manager or designee to execute grant documents and accept a $368,000 AmeriCorps Competitive Continuation Grant for October 2023 through September 2024 to fund the Ontario Promise Corps Project.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Pursue City's Goals and Objectives by Working with Other Governmental Agencies
Encourage, Provide or Support Enhanced Recreational, Educational, Cultural and Healthy City Programs, Policies and Activities

FISCAL IMPACT: The Community Life & Culture Agency has been awarded $368,000 from AmeriCorps, a federal agency, for the Fiscal Year 2023-24 AmeriCorps Competitive Continuation Grant to fund the Fiscal Year 2023-24 Ontario Promise Corps program year. The City is responsible for providing a cash match of $385,014, which includes in-kind services related to existing personnel associated with the grant and administrative fees. The in-kind services accounts for $73,820. Additionally, the program partners (Ontario-Montclair Schools Foundation and Hope Through Housing Foundation) will reimburse a portion of the match funds. The final amount for reimbursement from program partners depends upon the number of AmeriCorps members recruited for those locations. The requested funds for the General Fund cash match will be added as needed in a future Quarterly Budget update. The grant period is from October 10, 2023, through September 30, 2024.

BACKGROUND & ANALYSIS: On August 20, 2019, the City Council approved a twelve-month AmeriCorps State Planning Grant for the City of Ontario to develop a cradle-to-career collective impact program called Ontario Promise Corps. The program implements services that aim to improve schools readiness, improve school attendance, and increase college access and success in the local community. The AmeriCorps grant is administered on the state level by California Volunteers, an office of the State of California.

The Planning Grant outlined activities focusing on AmericCorps' national service focus area of education. These activities provide services that contribute to improving educational outcomes for

economically disadvantaged children and youth.

In 2020, in alignment with the City's commitment to increasing educational opportunities, the City of Ontario submitted a successful competitive and comprehensive grant application to seek funding for AmeriCorps members to implement the strategies developed during the Planning Grant phase. On August 4, 2020, the City Council approved a 12-month round of the Ontario Promise Corps program funded through the AmeriCorps State Formula Grant. Subsequently, with City Council approval, Ontario Promise Corps was awarded and has received AmeriCorps grants for Fiscal Years 2021 and 2022.

The Ontario Promise Corps program aims to recruit the equivalent of sixteen (16) Full-Time AmeriCorps members per program year. The members assist in operating a one-on-one education program for low-income and at-risk students, foster mentor-mentee relationships with participants and provide access to information and resources for higher education attainment to residents in the City of Ontario. The program offers these services through partnerships with Hope Through Housing Foundation, Ontario-Montclair Schools Foundation, Ontario City Library, and Ontario Recreation & Community Services Department.

This year, AmeriCorps has awarded the Community Life & Culture Agency a $368,000 AmeriCorps Competitive Continuation Grant to continue implementing the programs. Highlights of the grant budget include a full-time Administrative Specialist position who is 100% responsible for the day-to-day operations of the grant at a total cost of $96,709; sixteen (16) AmeriCorps Members with a state-mandated living allowance set at $26,000, health care, miscellaneous office supplies, training, and equipment costs. This one-year grant supports AmeriCorps member service activities from October 2023 through September 2024. Staff will submit a new application in 2024 for funding beyond this one-year grant period.

The Community Life & Culture Agency requests that the Ontario City Council approve the execution of the 2023-2024 grant documents, accept the grant funds, and approve the City cash match for the 2023-2024 Ontario Promise Corps program year.

CITY OF ONTARIO *Agenda Report* **August 15, 2023**	**SECTION:** **CONSENT CALENDAR**
Department: Community Life and Culture Prepared By: Lacey A Rightmer Staff Member Presenting: Helen McAlary, Executive Director Community Life and Culture Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 21

SUBJECT: **AN ORDINANCE AMENDING CHAPTER 33 OF TITLE 5 OF VOLUME 1 TO THE ONTARIO MUNICIPAL CODE, AMENDING THE PUBLIC ART PROGRAM, RENAMING THE PUBLIC ART ADVISORY COMMITTEE TO THE PUBLIC ART ADVISORY COMMISSION, ADDING REGULATIONS FOR PUBLIC ART FUNDED BY CITY FUNDS ON CITY PROJECTS, AND FINDING THE ACTION EXEMPT FROM CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**

RECOMMENDATION: That the City Council consider and take action by adopting an Ordinance amending the Public Art Program, renaming the Public Art Advisory Committee to the Public Art Advisory Commission, adding regulations for public art funded by City funds on City projects, and finding the action exempt from CEQA.

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

FISCAL IMPACT: If approved, the City Council will set aside one percent (1%) of the approved budget of new vertical construction projects with a construction budget of $1,000,000 or more for the commission, acquisition, and/or development of public art or artworks of City-funded Capital Improvements Projects. Projects funded by Bonds, Enterprise funds, and some Special Revenue funds are not subject to the one percent (1%) public art fee.

BACKGROUND & ANALYSIS: This is a second reading proposing this Amendment to an Ordinance which established a Public Art Program, Committee, and development fee. On July 18, 2023, there was a Public Hearing held to consider this Amendment.

In May 2022, there were first and second readings of a proposed Ordinance that established a Public Art Program, Committee, and development fee. On May 17, 2022, the City Council adopted the Ordinance. This is a proposed Amendment to the Ordinance.

This Amendment recommends the addition of Section 5-33.07 (Public Art Funded by City Funds on

City Projects). The section adds City-funded Capital Improvement Projects with a construction budget of $1,000,000 or more and with significant public access to the list of eligible projects for the Public Art Program. If the project qualifies, the City Council will set aside one percent (1%) of the approved budget for development costs of the project for the commission, acquisition, and/or development of public art or artworks on-site. For projects with a construction budget of $100,000,000 the City Council will have the discretion to designate the use of funds towards public art projects off-site. The calculation for one percent (1%) of the approved budget for development costs is based off of development construction costs and exclude property acquisition, demolition, financing, or any salaries and benefits of public employees supporting the project.

Projects by the Ontario Municipal Utilities Company may not use any ratepayer money for public art, however, non-ratepayer funds may be used for Ontario Municipal Utilities Company projects such as the construction of a new building.

In all cases, the percentage of public funds set aside for public art as part of City-funded Capital Improvement Projects are at the discretion of the City Council given budget constraints. The public funds will only be used for new vertical construction projects. Park development, or improvements to existing facilities will not qualify. There is not a requirement for an artist to be involved in the commission, acquisition, and/or development of such public art or artworks.

The Public Art Advisory Committee will be renamed the Public Art Advisory Commission. This conforms to best practices of other City Council appointed Boards and Commissions. Additionally, this eliminates any confusion with any other arts committees.

For private projects that go through the City's normal development process, City Staff will provide input on proposed art or artworks not the Public Art Advisory Commission. For public art projects not tied to a City capital improvement project, the Public Art Advisory Commission will review such proposals and make determinations to allow or not allow such art or artworks.

ENVIRONMENTAL REVIEW: This project is categorically exempt from the requirements of CEQA pursuant to Section 15061(b)(3) in that the activity is covered by the general rule that CEQA applies only to project which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AMENDING CHAPTER 33 TO TITLE 5 OF VOLUME I TO THE ONTARIO MUNICIPAL CODE, AMENDING THE PUBLIC ART PROGRAM, RENAMING THE PUBLIC ART ADVISORY COMMITTEE TO THE PUBLIC ART ADVISORY COMMISSION, ADDING REGULATIONS FOR PUBLIC ART FUNDED BY CITY FUNDS ON CITY PROJECTS AND FINDING THE ACTION EXEMPT FROM CEQA

WHEREAS, the City of Ontario ("City") desires to introduce art and artworks into the community; and

WHEREAS, public art enriches the lives of City residents and visitors by exposure to art in various forms; and

WHEREAS, the City encourages public dialogue and interaction through a public art program; and

WHEREAS, the City desires embracing a broad range of artworks, which are reflective of the overall diversity of the City's residents and visitors; and

WHEREAS, the City desires to establish a public art program that would allow and regulate a variety of artworks, including murals, that are either developed on City-owned public property or on private property as part of a development project; and

WHEREAS, the City desires to rename the Public Art Program Advisory Committee to a Commission to be more consistent with industry standard terms; and

WHEREAS, the City desires to use City funds for various capital improvement projects; and

WHEREAS, the City desires to expend an amount equal to one percent (1%) of City capital improvement projects, with some exceptions, in order to commission and/or acquire public art.

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

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

SECTION 2. Chapter 33 of Title 5 of Volume I of the Ontario Municipal Code is hereby amended to state as follows:

“Chapter 33: Public Art Program

5-33.01 Purpose
5-33.02 Public Artworks: Definitions
5-33.03 Public Art Program Advisory Commission
5-33.04 Policy for the Gift or Long Term Loan of Public Art
5-33.05 Public Art in Commercial and Industrial Development Projects
5-33.06 Murals
5-33.07 Public Art Funded by City Funds on City Projects

Sec. 5-33.01 Purpose.

This Chapter may be known and cited as the “Ontario Public Art Program.” It is the goal of the City's Public Art Program to promote public art and art in public places, as a cultural resource for the community, and act as a mechanism to enhance the City's commercial vitality and economic stability. Furthermore, it is intended that the Ontario Public Art Program will serve to enrich the community aesthetic and built urban environment, by making available to the public a diverse collection of artworks throughout the City. The aforementioned goals will be realized through bringing contemporary art into the environment and life of Ontario, enriching the lives of City residents and visitors by the exposure to art in various forms, encouraging both emerging and established artists living in Ontario and the Ontario region by supporting and purchasing their work, acquiring a distinguished collection of art representing varying genres, styles, scales, mediums, forms, and intent, and reflective of trends and disciplines in art on a local, regional, national, and international level, integrating artists into the City's design process, encouraging public dialogue and interaction through a public art program; embracing a broad range of artworks, which are reflective of the overall diversity of current works in the field of visual arts, enriching the quality of life and economic vitality of Ontario, and further defining distinct characteristics of neighborhoods.

Sec. 5-33.02. Public Artworks: Definitions.

As used in this Chapter, the words, terms, and phrases listed below in correct alphabetical order, shall have the following meanings:

(a) “Artist” means a practitioner in the arts, recognized by his or her critics and peers as a professional who possesses serious artistic intent and ability.
(b) “Artworks” means original pieces of art, including limited editions, not limited by medium used. It may include paintings, sculptures, murals, mosaics, and fountains. These categories may be realized through such media as steel, bronze, stained glass, concrete, wood, ceramic tile, stone, and other suitable materials. Artworks may also include earthworks, performing arts, literary arts, special events, festivals, and other arts and culture programming and/or visual arts not specifically outlined herein, as may be deemed appropriate by the Public Art Program Advisory Committee. Artworks include both temporary and permanent projects. Artworks does not include objects that are mass produced.

(c) “Commercial message” means any message that advertises a business conducted, services rendered, or goods produced or sold.

(d) “Commercial project” means any site, structure, facility, or land use allowed pursuant to Table 5.02-1 (Land Use Matrix) of the City of Ontario Development Code, within any of the commercial zoning districts established under Section 5.01.005.B (Commercial Zoning Districts) of the Development Code, or within the commercial portion of any residential mixed-use development.

(e) “Industrial project” means any site, structure, facility, or land use allowed pursuant to Table 5.02-1 (Land Use Matrix) of the City of Ontario Development Code, within any of the industrial zoning districts established under Section 5.01.005.D (Industrial Zoning Districts) of the Development Code, or within the industrial portion of any nonresidential mixed-use development.

(f) “Original art mural” means a unique, hand-painted, hand-tiled, or digitally printed image on the exterior wall of a building that does not contain any commercial message.

(g) “Public Art Collection” means publicly accessible artwork that is acquired or commissioned by the City pursuant to the public art program.

(h) “Public Art Handbook” means a document that guides the Public Art Program on the many aspects of having a Public Art Collection, including but not limited to the acquisition, commission, gift, loan, maintenance and deaccession of public art.

(i) Public Art Program” means the program established for the selection, acquisition, creation, installation, conservation, restoration, management, planning, decommission, community education and publicity of public art in the City of Ontario.

(j) “Public place” means any area on public property, either interior or exterior, which must be accessible and visible to the general public.

(k) “Project applicant” means the property owner, developer or other responsible party proposing a project requiring an art component.

(l) “Project improvement valuation” means the value of the tenant improvements as determined by the then-current City total valuation methodology.

(m)“Project valuation” means the value of the project as determined by the then-current City total valuation methodology.

(n) “Project site” means the location of the improvements being developed.

(o) “Public art on City property” means original works of art located on, affixed to, or applied on City-owned property.

(p) “Private art for public enjoyment” means original works of art located on, affixed to, or applied on private property that are accessible and/or visible to the general public.

(q) “Public Art Program Advisory Commission” means the five-member advisory commission appointed by the City Council that is responsible for ensuring that the criteria established by this Public Art Program have been met.

(r) “Vintage original art mural” means an original art mural that existed prior to the enactment of this Chapter.

Sec. 5-33.03. Public Art Program Advisory Commission.

(a) There is hereby created and established a Public Art Program Advisory Commission. The Public Art Program Advisory Commission shall be comprised of five members who shall be appointed by the City Council.

(b) Members of the Public Art Advisory Commission shall be comprised as follows:

(1) Three (3) of the five (5) members shall be given priority consideration from each of the following organizations, provided that the City has received an application from at least one representative from each organization.

(A) A representative from the Chaffey Community Museum of Art;

(B) A representative from Ontario Heritage;

(C) A representative from the Ontario Museum of History & Art Associates;

(2) The remaining two (2) members, or more if the City has not received an application from each of the three (3) organizations listed in Section 5-33.03(b)(1)(A)-(C), may be selected from the following:

(A) Local non-profit historic preservation advocacy organization;

(B) Local arts educators;

(C) Local artists;

(D) Local performers;

(E) Arts professionals;

(F) College-level arts students; and

(G) Architects, landscape architects, and other design professionals.

(3) Notwithstanding any contrary provision in the Ontario Municipal Code, members of the Public Art Advisory Commission may be non-residents of the City, subject to the limitation that no more than two (2) of the five (5) members may be non-residents of the City.

(4) The City Councilmember Liaison to the Ontario Museum of History & Art, shall serve as an ex officio, non-voting member.

(c) The process for appointment to the Public Art Advisory Commission shall be as follows. A call for applications will be sent out for interested appointees. Community Life & Culture staff will review the applications received and determine whether the applicants meet the basic requirement from this Section. Community Life & Culture staff will then present the qualified candidates to the City Council for their review and nomination. The Mayor shall appoint the members of the Commission, subject to ratification by a vote of the entire City Council. Each Councilmember may suggest one member from the list of qualified candidates for the Mayor to appoint to the Commission.

(d) Members of the Public Art Program Advisory Commission shall serve a term of four (4) years. A person may serve multiple terms.

(e) Powers and Duties. The Public Art Program Advisory Commission shall ensure that all criteria established by this Public Art Program have been complied with. The Advisory Commission shall review all requests for the installation of public art, examining proposals for public safety, weather resistance, balance with the program, public response, proper lighting, public accessibility, installation methods, proportion, composition, the artist's previous experience, art training, and exhibition record. Advisory Commission support shall be provided by the Museum, Arts & Culture Director or designee. The Advisory Commission may establish, and amend from time to time, a Public Art Handbook. Proposed commission, acquisition, and/or development of public art or artworks shall go to the Commission for review even if an artist is not involved.

(1) Construction and Installation of Public Artworks (Permanent). The following procedure is to be followed in the construction of on-site permanent public artworks:

(A) The composition of the proposed artwork shall be of a permanent type of material in order to be a durable against vandalism, theft, and weather, and require a low level of ongoing maintenance.

(B) The artwork shall be related in terms of scale, material, form and content to immediate and adjacent buildings and landscaping so that it complements the site and surrounding environment. A Certificate of Appropriateness pursuant to Ontario Development Code Section 4.02.050 may be required to ensure that the artwork does not cause an adverse impact to historic resources.

(C) The artwork shall be constructed by persons experienced in the production and installation of such artwork.

(D) The artwork shall be permanently affixed to the property unless it is designated a temporary exhibit in the scope of the project when commissioned.

(E) Installation of the artwork shall be planned and implemented to enhance the piece and allow for unobstructed viewing from as many angles as possible.

(F) The City shall obtain from the artist, complete maintenance instructions, including methods to maintain the piece and the frequency of maintenance.

(G) Each piece of artwork shall be identified by a plaque at the site of an appropriate size and scale to the piece. The plaque shall be made of cast metal and then placed in a location near the art piece listing the title of the piece, the artist, and the date as well as the city and the art in public places program.

(2) Construction and Installation of Public Artworks (Temporary). The following procedure is to be followed in the construction of on-site temporary public artworks:

(A) The composition of the proposed artwork shall be of a type of material in order to be a durable against vandalism, theft, and weather, and require a low level of maintenance.

(B) The artwork shall be related in terms of scale, material, form and content to immediate and adjacent buildings and landscaping so that it complements the site and surrounding environment.

(C) The artworks shall be constructed by persons experienced in the production and installation of such artwork.

(D) The method of attachment or securing the artwork shall be identified.

(E) Installation of the artwork shall be planned and implemented to enhance the piece and allow for unobstructed viewing from as many angles as possible.

(F) The City shall obtain from the artist, complete maintenance instructions, including methods to maintain the piece and the frequency of maintenance.

(G) Each piece of artwork shall be identified by a plaque at the site of an appropriate size and scale to the piece. The plaque shall be made of cast metal and then placed in a location near the art piece listing the title of the piece, the artist, and the date as well as the city and the art in public places program.

(H) Any security measures needed to secure the artwork, the estimated cost of the security, and a source of funding for the security shall be identified.

(I) Any temporary artwork must include a deinstallation plan that clearly identifies which parts of the artwork (if any) need to be returned to the artist and which may be disposed of after the term of the installation.

Sec. 5-33.04 Policy for the Gift or Long Term Loan of Public Art.

(a) Purpose. Unsolicited gifts or long term loans to the City can be an important part of the City's art collection. The purpose of this Section is to ensure that proposed gifts of public art undergo a review process to ensure that acceptance of such gifts takes place in a fair and uniform manner. Furthermore, it is the intent of this Section to ensure that potential gifts of public artworks are evaluated as carefully as artworks that are commissioned, and that such artworks undergo a careful review process that evaluates a gift based upon acceptance criteria established according to the purposes, guidelines, goals, and selection process that guides artworks that are commissioned.

(b) Applicability. This Section applies to all unsolicited offers of donation or long term loans of public artworks to the City of Ontario. Unsolicited offers of donation or long term loans of artworks for display in interior spaces of City owned or leased buildings shall not be subject to the procedures in this Section; however, the City Manager may choose to opt-in to the procedures in this Section for review and consideration of such artworks.

(c) Procedures for Gifts or Long Term Loans. For each proposed gift or long term loan of public art, a written proposal or letter of intent shall be submitted to the City Manager. The City Manager shall refer the proposal to the Public Art Advisory Commission for review and recommendation. The City Council’s decision shall be final and conclusive. The proposal shall consist of the following items:

(1) Completed application form;

(2) Photographs, drawings, models, or designs of proposed artwork;

(3) Description and samples (if available) of materials and colors;

(4) Appraisal by a professional art appraiser (for long term loans);

(5) A site plan, to include photographs of site and neighborhood, drawings of the proposed site with the project to scale. If located within a historic district or on any other historic resource, a Certificate of Appropriateness may be required pursuant to Ontario Development Code Section 4.02.050;

(6) Proposed transportation/delivery schedule, and request of City responsibility for transport of the artwork to the City, if applicable;

(7) Proposed installation schedule;

(8) Maintenance manual, including the long-term intent of artist for the preservation and maintenance of artwork;

(9) Maintenance schedule prepared by professional art curator;

(10) Estimated budget for installation and maintenance;

(11) Resume and examples of artist’s previous work;

(12) Duration of the loan (if applicable)

(13) Proof of insurance sufficient to meet the requirements of the City’s Risk Manager, if necessary; and

(14) Building permits, if necessary.

(d) Criteria for the Evaluation of Proposed Gifts or Long Term Loans of Public Art. The following criteria shall be used in evaluating proposed gifts of long term loans of public art for review and acceptance by the City:

(1) Artworks may be existing or proposed works of art;

(2) Artworks must be one-of-a-kind or part of an original series. Reproductions of originals are not considered eligible for acceptance;

(3) Gifts must maintain high artistic standards and are appropriate in relationship or historical relevance to the City;

(4) The proposed location (if specified) is available and is appropriate to the artwork's content, scale, and material. Factors to be considered in selecting an appropriate site include type of artwork, relationship to architectural and natural features, visibility and public access, traffic patterns, future development plans for the area (if known), and public use patterns of the site and surrounding area. If a location is on a historic building, site, landscape or within a district issuance of a Certificate of Appropriateness may be required pursuant to Ontario Development Code Section 4.02.050;

(5) Restrictions from the donor, if any;

(6) Artwork proposals must demonstrate how the surrounding community has been involved and consulted in the process;

(7) Costs of installation and maintenance and repair over the expected life of the artwork shall be defined;

(8) Artistic quality (vision, originality and craftsmanship);

(9) Context (architectural, historical, geographical and socio-cultural context of the site);

(10) Quality and permanency of materials (if ephemeral material: is appropriate documentation included?);

(11) Safety;

(12) Diversity of artists (gender, race, culture) representation in the existing collection of publicly-accessible artworks; and

(13) Diversity of artworks (media, scale, style, intention) in the existing collection of publicly accessible artworks.

(e) Long Term Loans of Artwork. Upon recommendation by the Public Art Program Advisory Commission and acceptance by the City Council, long term loans of artwork may be displayed upon execution of a contract between the City and the artist clearly identifying the terms and conditions of the loan and the rights and responsibilities of all parties. Donations to the Ontario Museum of History & Art ("Museum") are subject to a different approval process established by the Museum and/or subject to the City's Donation Policy.

(f) Acceptance of Gifts of Public Art. Upon recommendation by the Public Art Program Advisory Commission and acceptance by the City Council, gifts of artworks will be deemed part of the permanent collection of the City, and registered with the City's Department of Museum Arts & Culture, once the donor has fulfilled the requirements as stated in the Public Art Handbook, which shall include the following:

(1) Written certification of the installation of the artwork, if completed by artist;

(2) An executed contract between the City and the artist transferring title of the artwork and clearly defining the rights and responsibilities of all parties;

(3) Written instructions for the care, maintenance, preservation, and handling of the artwork, prepared with the assistance of a professional art conservator to be provided by the artist;

(4) A sworn statement of no liens, claims, or other encumbrances associated with the artwork;

(5) A written assignment of any and all warranties for materials used, or labor performed by subcontractors or other persons; and

(6) A written assignment conveying, at a minimum, a perpetual license for the City to reproduce the artwork in digital or print medium for City purposes. The written assignment may include, should it be the artist's desire, the conveying of all rights, including copyrights and waiver of all rights under the Visual Artist's Rights Act of 1990, and its amendments (Section 106A of the United States Copyright Act; Pub. L. No. 101-650).

Donations to the Museum shall be subject to a different approval process established by the Museum and/or subject to the City's Donation Policy.

(g) Title and Ownership. Permanent gifts of artwork to the City shall become the property of the City once an Agreement for Acceptance Donated Artwork has been fully executed and the Donor has delivered the Bill of Sale/Transfer of Title. At such time, all rights of

title and ownership shall be conveyed to the City, and all future decisions regarding the use and continued ownership of the artwork shall be under the sole discretion of the City. As owner of the artwork, the City may exercise any and all legal rights of ownership, including, but not limited to, sale, relocation, or removal of the artwork.

(h) Maintenance. When artwork gifts are situated at or on City owned or occupied properties or facilities, the City shall assume its continued maintenance.

(i) Removal, Relocation, or Deaccession of an Artwork. Artworks gifted to the City may be relocated, removed, or deaccessioned from the City's public art collection if the artwork becomes a hazard or liability, if the approved terms of acceptance are not fulfilled, or for any other reason as determined by the City Council, upon recommendation by the Public Art Program Advisory Commission.

(j) Exemption. Gifts of state presented to the City by foreign governments or by other political jurisdictions of the United States that may be accepted by the City Council or City Manager on behalf of the City. Permanent placement of any such artworks will be determined jointly by the City Manager and the Public Art Program Advisory Commission. If not provided by the donor, maintenance of the art will be the responsibility of the host City department.

Sec. 5-33.05 Private Art for Public Enjoyment in Commercial and Industrial Development Projects.

(a) Purpose.

(1) The purpose of this Section is to establish a program for private art for public enjoyment in which private developers shall be required to integrate artworks throughout the commercial and industrial sectors of the City, for the benefit of the general public. The goals of this program are as follows:

(A) Differentiate the City of Ontario as a special place to live, work, play, visit, and invest;

(B) Strengthen cultural awareness, creativity, and innovative thinking in the community;

(C) Integrate the vision of artists with the perspective of other design professionals into the planning and design of the urban landscape;

(D) Ensure public artworks are visually accessible to every member of the community;

(E) Provide an acceptable counterbalance to what many consider to be the undesirable effects of commercial and industrial development (e.g. construction noise, traffic, congestion, and pollution); and

(F) Build a diverse collection of outdoor artworks by qualified artists and ensure the collection is continually maintained.

(2) The public art in commercial and industrial development projects program provides developers a way to make a lasting and visible contribution to the community and alleviate the undesirable effects that may be associated with commercial and industrial development.

(b) Applicability.

(1) All new commercial and industrial development projects, and new tenant improvements constructed in or on new or existing commercial and industrial buildings, having a total project building valuation of $500,000 or more, shall be subject to the requirements of this Section. This Section does not apply to the residential portion of mixed-use projects.

(2) All residential projects and public facilities projects constructed by the City or by nonprofit organizations shall be exempt from the requirements of this Section.

(c) Minimum Public Art Allocation.

(1) The required minimum public art allocation fees shall be as follows, and may be amended from time to time by Resolution:

Eligibility	On-Site Fee Option	City Fee Option
New commercial/industrial development $5,000,000 or more.	Developer installs On-Site public art display valuated at 1% of the total final project valuation as determined by the building official or designee.	Developer provides the City $10,000 for City to deposit into the Public Art Fund to be used for the installation of a new public art display or maintain, upgrade, or expand an existing display.
Tenant Improvement on commercial/industrial development $500K or more.	Developer installs On-Site public art display valuated at 1% of the total final project improvement valuation as determined by the building official or designee.	Developer provides the City $5,000 for City to deposit into the Public Art Fund to be used for the installation of a new public art display or maintain, upgrade, or expand an existing display.

(2) All projects created through the On-Site Fee Option must be reviewed and approved by the City and shall be installed in compliance with all federal, state, and local applicable laws and regulations.

(3) All projects installed through the On-Site Fee Option must be maintained by the developer during the life of the buildings and structures.

(4) If the artwork installed pursuant to this Section is altered, removed, is not maintained in good condition, or is not provided as required, the City may exercise any and all available legal and/or equitable remedies.

(d) Penalties. Violations of this Section may be subject to the penalties set forth in Chapter 2 of Title 1 of Volume I of the Ontario Municipal Code and/or subject to revocation of the entitlements for the development project.

Sec. 5-33.06 Murals.

(a) Murals commissioned by the City may only be installed and maintained if they have been approved by the Public Art Program Advisory Commission. Other murals not commissioned by the City will be subject to an objective design checklist established, and amended from time to time, by Resolution, and subject to ministerial City review. Murals may only be located in commercial, industrial, City-owned public property, and private property. The Advisory Commission shall have the authority to review and approve City commissioned murals in accordance with the procedures and standards outlined in this Chapter.

(b) Standards. The Public Art Program Advisory Commission shall ensure that City commissioned murals are consistent with the following standards:

(1) Murals shall be an original art mural, a work of art, that is hand-painted, hand-tiled or digitally printed image or digital display system on the exterior surfaces of a building or site designed as a work of art. The image cannot be advertising or other commercial message with brand name, product name, abbreviation thereof, company or business name or logo, trademark, brand imagery or products and services for sale. The Public Art Program Advisory Commission will determine if an image, painting pattern, or other element on the exterior of a building or site is a work of art. If the Public Art Program Advisory Commission determines that the image, painting pattern, or other element is not a work of art, then other applicable law may be applied such as sign or building design guidelines by other City departments.

(2) Murals must be durable and capable of being well-maintained.

(3) Murals shall not compromise the proper function of any building or use or diminish public safety.

(4) Murals shall not incorporate recognized signs of hatred or discrimination against any race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, gender identity or expression, or sexual orientation.

(5) Murals shall not be obscene or harmful to minors as defined by law.

(6) A Certificate of Appropriateness shall be required if the mural is on a historic building or site pursuant to Ontario Development Code Section 4.02.050.

(c) Application fee. There shall be an application fee of $100 per non-City-commissioned mural application, which may be amended from time to time by Resolution.

(d) An Original Art Mural is not considered a sign as defined in the Ontario Development Code. However, nothing contained in this Chapter is intended to change the rules governing the determination of whether a mural may be placed on a historic building.

(e) A City commissioned mural shall remain in place, without alteration, for a minimum of six (6) months.

(f) Removal. A City commissioned mural may be removed after six (6) months from the date of registration, so long as it is not a registered historic landmark itself or associated with a registered historic landmark property, under any the following circumstances as determined by the Executive Director of the Community Life & Culture Agency:

(1) The property is sold;

(2) The structure or property is substantially remodeled or altered in a way that precludes continuance of the mural;

(3) The property undergoes a change of use authorized.

Sec. 5-33.07 Public Art Funded by City Funds on City Projects.

(a) For the purposes of this Section, “capital improvement project” means new vertical City construction projects with a construction budget of $1,000,000 or more that provide significant general public access. Examples include, but are not limited to, new libraries, fire stations, police stations, department campuses/headquarters, community centers, bridges, plazas, bus shelters, shade structures, and structures within parks such as but not limited to barns. A “capital improvement project” does not include park improvements, new park development, or improvements to existing facilities.

(b) For the purposes of this Section, “development costs” means the total development costs of the capital improvement project. Development costs may include, but are not limited to, any and all construction costs, and site work expenses. Development costs shall not include property acquisition, demolition, financing, or any salaries and benefits of public employees supporting the capital improvement project.

(c) For all City capital improvement projects that are funded through City funds, with the exception of capital improvement projects funded through bond proceeds or development impact fees as described in subsection (d) and/or (e) herein below, the City shall, at the discretion of the City Council, set aside an amount equal to one (1) percent of the City Council approved budget for development costs of such capital improvement projects for the commission, acquisition, and/or development of public art or artworks on site. Projects by the Ontario Municipal Utility Company shall not use any ratepayer money for public art but non-ratepayer funds may be used for such Ontario Municipal Utility Company projects such as constructing a new building. There shall be no requirement that an artist be involved in the commission, acquisition, and/or development of such public art or

artworks. For the purposes of this Section, City funds means any funds held in City accounts, including but not limited to the general fund, special funds, and bond revenues, excluding any enterprise and ratepayer funds and any funds limited by federal, state, and/or local statue, regulation, or funding source. Applicable capital improvement projects may apply the one (1) percent of funds towards public art on the same project site. However, the City Council shall have the discretion to designate the use of such funds towards public art projects other than on the site from which the funds were budgeted for projects valued at $100,000,000.00 or more.

(d) Bond proceeds may be utilized for the commission and/or acquisition of Artwork on a case by case basis and upon review and approval by City Finance staff and City's Bond Counsel. If City Finance staff and City's Bond Counsel approve the use of bond proceeds for the commission and/or acquisition of a specific Artwork, then the Public Art Commission shall request that the specific amount needed to commission and/or acquire that Artwork be distributed to cover expenses, up to one (1) percent of the approved budget for development costs of such capital improvement project. Bond proceeds shall not be directly transferred to the Public Art Fund upon issuance of bonds but will only be distributed on a case by case basis with approval by City Finance staff and City's Bond Counsel.

(e) Development Impact Fees may be utilized for the commission and/or acquisition of Artwork on a case by case basis and upon review and approval by City Finance staff and City's legal counsel. If City Finance staff and City's legal counsel approve the use of Development Impact Fees proceeds for the commission and/or acquisition of a specific Artwork, then the Public Art Commission shall request that the specific amount needed to commission and/or acquire that Artwork be distributed to cover expenses, up to one (1) percent of the approved budget for development costs of such capital improvement project."

SECTION 3. If any section, subsection, subdivision, sentence, clause, or phrase in this Ordinance or any part thereof is for any reason held to be unconstitutional, invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council hereby declares that it would have adopted each section irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, or phrases be declared unconstitutional, invalid or ineffective.

SECTION 4. This Ordinance shall become effective thirty (30) days after its adoption by the City Council.

SECTION 5. CEQA. The City Council finds that adoption of this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15358 (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly. Moreover, the City Council finds that this Ordinance is also exempt under CEQA pursuant to Guidelines Section 15061(b)(3) (there exists no possibility that the activity will have a significant adverse effect on the environment).

SECTION 6. 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 15th day of August 2023.

_____
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. 3256 was duly introduced at a regular meeting of the City Council of the City of Ontario held July 18, 2023 and adopted at the regular meeting held August 15, 2023 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. 3256 duly passed and adopted by the Ontario City Council at their regular meeting held August 15, 2023 and that Summaries of the Ordinance were published on July 25, 2023 and August 22, 2023, in the Inland Valley Daily Bulletin newspaper.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

CITY OF ONTARIO *Agenda Report* **August 15, 2023**	**SECTION:** **CONSENT CALENDAR**
Department: Community Life & Culture Prepared By: Lacey A Rightmer Staff Member Presenting: Helen McAlary, Executive Director Community Life and Culture Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 22

SUBJECT: A RESOLUTION SETTING COMPENSATION FOR THE VOTING MEMBERS OF THE PUBLIC ART ADVISORY COMMISSION

RECOMMENDATION: That the City Council adopt a Resolution setting the compensation amount for the voting members of the Public Art Advisory Commission.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner

FISCAL IMPACT: The estimated annual cost is $2,000 for regularly scheduled meetings of the Public Art Advisory Commission and planned artist selection panels. The Fiscal Year 2023-24 Adopted Budget includes appropriations in the General Fund. Actual compensation due will depend upon additional special meetings, workshops/briefings, and artist selection panels.

BACKGROUND & ANALYSIS: In May 2022, Staff presented a proposed Ordinance to establish a Public Art Program, Commission and development fee. City Council adopted the ordinance on May 17, 2022, after undergoing first and second readings.

Currently, the Ontario Municipal Code does not provide compensation for members of the Public Art advisory Commission for attending publicly noticed meetings or participating as jurors in artist selection panels. On August 18, 2015, the City Council approved a Resolution that established compensation for the Ontario Planning Commission, Library Board of Trustees, Museum Board of Trustees, and the Recreation and Parks Commission. Compensation amounts included $125 for each publicly noticed meeting, workshop, or briefing for the Planning Commission and $50 per meeting for the other City Boards & Commissions.

In recognition of the time obligations and research responsibilities of the Public Art Advisory Commission members and as jurors in artist selection panels, and to encourage qualified persons to become members of the Public Art Advisory Commission, Staff recommends that the City Council establish compensation for voting members of the Public Art Advisory Commission at $50 for attendance at each publicly noticed meeting or artist selection panel. The proposed Resolution will take immediate effect after the City Council's adoption and will be retroactive to July 1, 2023.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, SETTING COMPENSATION OF VOTING MEMBERS OF THE PUBLIC ART PROGRAM ADVISORY COMMISSION AND ARTIST SELECTION PANELS.

WHEREAS, the City of Ontario established the Ontario Public Art Program Advisory Commission in 2022 to promote the integration of public art and art within public spaces within the City; and

WHEREAS, the Ontario Public Art Program Advisory Commission is comprised of five members appointed by the City Council; and

WHEREAS, Commission members play a pivotal role in furthering the flourishing development of arts and culture within the City of Ontario through community engagement, audience development, and community outreach; and

WHEREAS, the Ontario Municipal Code currently does not provide compensation for members of the Ontario Public Art Program Advisory Commission for their attendance at publicly noticed meetings of the Commission or participation as jurors in artist selection panels; and

WHEREAS, the voting members of the Public Art Program Advisory Commission are asked to make a significant time commitment to participate in community outreach initiatives and due diligence in preparation of meetings; and

WHEREAS, in order to encourage qualified persons to become members of the Public Art Program Advisory Commission, it is in the best interest of the City to provide compensation to members of the Commission for attending meetings of the Commission and participating in artist selection panels; and

WHEREAS, recognizing the importance of the Commission members' contributions to the City's rich history, the City desires to provide appropriate compensation for their dedicated service in this capacity.

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

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

SECTION 2. It is determined that each voting member of the Public Art Advisory Commission shall be paid the sum of fifty dollars ($50) for attendance at each publicly noticed meeting of the Commission, including publicly noticed workshops and briefings.

SECTION 3. It is further determined that, for each instance of a Public Art Commissioner participating in an artist selection panel, such Commissioner so participating shall be paid the sum of fifty dollars ($50).

SECTION 4. This Resolution shall take immediate effect after its adoption by the City Council and shall be retroactive to July 1, 2023.

PASSED, APPROVED, AND ADOPTED this 15th day of August 2023.

_____
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. 2023- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held August 15, 2023 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. 2023- duly passed and adopted by the Ontario City Council at their regular meeting held August 15, 2023.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

CITY OF ONTARIO *Agenda Report* **August 15, 2023**	**SECTION:** **CONSENT CALENDAR**
Department: Planning Prepared By: Diane Ayala Staff Member Presenting: Scott Murphy, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 23

SUBJECT: **A PLANNED UNIT DEVELOPMENT (FILE NO. PUD22-002) FOR A 0.79-ACRE PARCEL OF LAND LOCATED AT THE NORTHEAST CORNER OF LAUREL AVENUE AND D STREET**

RECOMMENDATION: That the City Council consider and adopt an Ordinance approving File No. PUD22-002, the Laurel Avenue Townhomes Planned Unit Development, establishing development standards and design guidelines to facilitate a residential development located at the northeast corner of Laurel Avenue and D Street.

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

FISCAL IMPACT: There is no direct fiscal impact associated with this action. Implementation of the Planned Unit Development (PUD) would result in an increase in property taxes from future development and the one-time payment to the City for plan check fees and development impact fees.

BACKGROUND & ANALYSIS: On July 18, 2023, the City Council introduced and waived further reading of an Ordinance Approving a Planned Unit Development. On April 27, 2022, Tipping Development filed a PUD application, File No. PUD22-002, in conjunction with a Tentative Tract Map, File No. PMTT22-014 (TTM 20534), and a Development Plan, File No. PDEV22-023, to facilitate construction of 28 townhomes.

The Project site is comprised of 0.79 acres of land located within the historic downtown at the northeast corner of D Street and Laurel Avenue. The Project site is developed with a paved public parking lot. On the same block, north of the Project site, are medical offices and a surface parking lot and east of the Project site is a mixture of retail, commercial, office, and a restaurant that fronts onto Euclid Avenue. The block west of the Project site is partially developed with multiple-family residential uses and a parking lot, with the remainder of the block undeveloped. South of the Project site is developed with a vacant commercial building, paved surface parking lot, and

undeveloped land. Other surrounding land uses include office, multiple-family residential and paved surface parking lots.

The Ontario Plan Policy Plan (General Plan) specifies that the Downtown Mixed-Use Area is to be implemented through the approval of an Area Plan or Planned Unit Development prior to the development of properties. In compliance with this requirement, the Applicant has submitted the Laurel Townhomes Planned Unit Development (included as Attachment A to the Ordinance), which is consistent with the vision, goals, and policies of the Policy Plan. A Planned Unit Development is comparable to a Specific Plan in that it establishes development regulations that are unique to a specific area. However, unlike a Specific Plan, a Planned Unit Development is typically intended to apply to a single development project or several interrelated development projects that function together as a single, comprehensive project.

Key components of the Laurel Avenue Townhomes Planned Unit Development include the following:

- Land Use and Development Regulations — The MU-1 (Downtown Mixed Use) zoning district allows for residential development at a density of 25.1 to 75 dwelling units per acre. Consistent with the MU-1 zoning district and TOP Downtown District Place Type, the PUD allows for development of 19 to 59 dwelling units, with a maximum building height of 38 feet (3 stories) and up to 45 feet for architectural projections.
- Landscaping — The landscaping concept is centered around the use of sustainable and low water use plant materials. As an example, varying species of evergreen and deciduous trees with interest in form and foliage color may be integrated in the landscape design. Pattern and planting should accentuate the common open space areas and create a visible connection to pedestrian pathways and sidewalks. The PUD also requires the landscaping and irrigation be drought tolerant and meet the current Water Use Classifications of Landscape Species requirements.
- Parking and Circulation — In order to achieve the preferred density and building intensities, the PUD allows for a combination of on-site and on-street parking to provide an adequate parking supply to meet the anticipated parking demand for the Project. All resident parking will be provided on site, while guest parking spaces will be provided on-street. The Project site is located within a mixed-use area where on-street parking is available along the Project frontage and on surrounding blocks.
- Access to Mass Transit — An existing bus stop is located on the northeast corner of Euclid Avenue and D Street for Omnitrans Route 83. Additionally, located near Euclid Avenue on Holt Boulevard is Omnitrans Route 61 which has been identified as the future West Valley Connector Bus Rapid Transit (BRT).
- Architectural Character — The PUD includes architectural design guidelines specific to the downtown location and residential building type and establishes the following design principles: 1) create an architectural character that reflects the various styles within the historic downtown by using similar proportions, building details and building material; 2) new buildings should appear to fit in contextually with existing historic buildings by using similar proportions, articulation, building details and building material; 3) the overall character should feel like a modern interpretation of a traditional American small town; and, 4) create compatibility between the mixed-use architecture and the residential architecture within the

downtown area. The introduction of unifying elements such as similar materials and colors should be considered. However, "sameness" is discouraged.

On June 27, 2023, the Planning Commission conducted a public hearing to consider the Project and concluded the hearing on that date. After considering all public testimony on the application, the Planning Commission voted (5-0) to approve Resolution PC23-045, recommending that the City Council approve the Laurel Avenue Townhomes Planned Unit Development. At the same meeting, the Planning Commission approved the related Tentative Tract Map and Development Plan contingent upon City Council approval of the PUD.

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 Housing Element Sites contained in Tables B-1 and B-2 (Housing Element Sites Inventory) of the Housing Element Technical Report.

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 approved and adopted the ONT ALUCP, establishing the Airport Influence Area for Ontario International Airport, which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and limits future land uses and development within the Airport Influence Area, as they relate to noise, safety, airspace protection, and overflight impacts of current and future airport activity. As the 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 ONT ALUCP compatibility factors, including [1] Safety Criteria (ONT ALUCP Table 2-2) and Safety Zones (ONT ALUCP Map 2-2), [2] Noise Criteria (ONT ALUCP Table 2-3) and Noise Impact Zones (ONT ALUCP Map 2-3), [3] Airspace protection Zones (ONT ALUCP Map 2-4), and [4] Overflight Notification Zones (ONT 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 ONT ALUCP.

ENVIRONMENTAL REVIEW: The Project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15332 (Class 32, In-fill Development Projects) of the CEQA Guidelines, and meets all of the following conditions:

- The proposed Project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations. The proposed Project is located within the Downtown Mixed-Use land use designation of the Policy Plan (general plan) Land Use Map, and the MU-1/LUA-1 (Downtown Mixed Use/Euclid Avenue Entertainment) zoning district. The proposed Project is consistent with all applicable Policy Plan policies, as well as with the requirements of the MU-1/LUA-1 (Downtown Mixed Use/Euclid Avenue Entertainment) zoning district and the related proposed Planned Unit Development, which, at the Project location, intends to accommodate housing units at a density of 25 to 75 du/ac.

- The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses. The Project is proposed within the established boundaries of the City of Ontario, on a project site totaling 0.79-acres of land, which is surrounded by established development on all sides and consists of a mix of multiple-family, retail, and commercial land uses.
- The Project site has no value as habitat for endangered, rare, or threatened species. The site is located in an urbanized area that has been fully developed with a paved surface for vehicular parking, and as such is not suitable habitat for any endangered, rare, or threatened species. Additionally, the site has not been identified on federal or state designation map.
- Approval of the Project would not result in any significant effects relating to traffic, noise, air quality, or water quality. The residential development is similar to, and of no greater impact than other allowed uses and development projects within the MU-1/LUA-1 (Downtown Mixed Use/Euclid Avenue Entertainment) zoning district. The Project would not result in any significant impacts through implementation of required state, regional, and local development and performance standards, and as demonstrated in the Air Quality and GHG and Traffic analysis and the Preliminary Water Quality Management Plan ("PWQMP") prepared for the Project.
- The site is adequately served by all required utilities and public services. All necessary wet and dry utilities are within the public street and are readily available for connection; and
- The application of the categorical exemption is not barred by one of the exceptions set forth in CEQA Guidelines Section 15300.2.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PUD22-002, A PLANNED UNIT DEVELOPMENT TO ESTABLISH DEVELOPMENT AND PERFORMANCE STANDARDS AND DESIGN GUIDELINES FOR 0.79-ACRES OF LAND LOCATED AT THE NORTHEAST CORNER OF LAUREL AVENUE AND D STREET WITHIN THE LUA-1 (EUCLID AVENUE ENTERTAINMENT) OF THE MU-1 (DOWNTOWN MIXED USE) ZONING DISTRICT, AND MAKING FINDINGS IN SUPPORT THEREOF—APNS: 1048-354-12 AND 1048-354-13

WHEREAS, Tipping Development ("Applicant") has filed an Application for the approval of a Planned Unit Development (“PUD”), File No. PUD22-002, as described in the title of this Ordinance (hereinafter referred to as "Application" or "Project"); and

WHEREAS, the Application applies to 0.79 acres of land located at the northeast corner of Laurel Avenue and D Street, at 420 West D Street, within the LUA-1 (Euclid Avenue Entertainment) of the MU-1 (Downtown Mixed Use) zoning district, and is presently improved with a paved public parking lot; and

WHEREAS, on the same block, north and east of the Project site are located within the MU-1 (Mixed Use Downtown) zoning district and is developed, with medical offices and a surface parking lot to the north, and a mixture of retail, commercial, office and a restaurant that fronts onto Euclid Avenue to the east. The block west of the Project Site is located within the HDR-45 (High Density Residential) zoning district and is developed with multiple-family residential and a parking lot and the remainder of the block is undeveloped. South of the Project site, within the MU-1 (Mixed Use Downtown) zoning district, is developed with a vacant commercial building, paved surface parking lot, and undeveloped land; and

WHEREAS, an existing bus stop is located on the northeast corner of Euclid Avenue and D Street for Omnitrans Route 83. Additionally, located near Euclid Avenue on Holt Boulevard is Omnitrans Route 61 which has been identified as the future West Valley Connector Bus Rapid Transit (BRT); and

WHEREAS, the MU-1 (Downtown Mixed Use) zoning district allows for residential development at a density of 25.1 to 75 dwelling units per acre. Consistent with the MU-1 zoning district and TOP Downtown District Place Type, the Laurel Avenue Townhome PUD allows for residential development of 19 to 59 dwelling units, with a maximum building height of 38 feet (3 stories) and up to 45 feet for architectural projections; and

WHEREAS, the PUD requires a minimum of 1 resident parking space per bedroom and 0.20 guest parking per dwelling unit; and

WHEREAS, in order to achieve the preferred density and building intensities, the PUD allows for a combination of on-site and on-street parking to provide an adequate parking supply to meet the anticipated parking demand for the Project. All resident parking is provided on site, while guest parking is allowed on-street; and

WHEREAS, the PUD includes architectural design guidelines, specific to the downtown location and mixed-use building type, and establishes the following design principles:

(a) Create an architectural character that reflects the various styles within the historic downtown by using similar proportions, building details and building material.

(b) New buildings should appear to fit in contextually with existing historic buildings by using similar proportions, articulation, building details and building material.

(c) The overall character should feel like a modern interpretation of a traditional American small town; and

(d) Create compatibility between the mixed-use architecture and the residential architecture within the downtown area; the introduction of unifying elements such as similar materials and colors should be considered; however, “sameness” is discouraged; 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 Project is exempt from CEQA pursuant to a categorical exemption (listed in CEQA Guidelines Article 19, commencing with Section 15300) and the application of that categorical exemption is not barred by one of the exceptions set forth in CEQA Guidelines Section 15300.2; and

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

WHEREAS, the Project is located within the Airport Influence Area of Ontario International Airport ("ONT"), which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and is subject to, and must be consistent with, the policies and criteria set forth in the Ontario International Airport Land Use Compatibility Plan (ALUCP), which applies only to jurisdictions within San Bernardino County, and addresses the noise, safety, airspace protection, and overflight impacts of current and future airport activity; and

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

WHEREAS, on June 27, 2023, 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. PC23-045, recommending the City Council approve the Application; and

WHEREAS, on July 18, 2023, the City Council of the City of Ontario conducted a hearing to consider the Project, and concluded said hearing on that date; and

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

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

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

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

(2) The Project is categorically exempt from environmental review pursuant to Section 15332 (Class 32, In-fill Development Projects) of the CEQA Guidelines, and meets all of the following conditions:

(a) The proposed Project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations. The proposed Project is located within the Downtown Mixed Use land use designation of the Policy Plan (general plan) Land Use Map, and the MU-1/LUA-1 (Downtown Mixed Use/Euclid Avenue Entertainment) zoning district. The proposed Project is consistent with all applicable Policy Plan policies, as well as with the requirements of the MU-1/LUA-1 (Downtown Mixed Use/Euclid Avenue Entertainment) zoning district and the related proposed Laurel Avenue Townhome Planned Unit Development, which, at the Project location, intends to accommodate housing units at a density of 25 to 75 du/ac.

(b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses. The Project is proposed within the established boundaries of the City of Ontario, on a project site totaling 0.79-acres of land, which is surrounded by established development on all sides and consists of a mix of multiple-family, retail, and commercial land uses.

(c) The Project site has no value as habitat for endangered, rare, or threatened species. The site is located in an urbanized area that has been fully developed with a paved surface for vehicular parking, and as such is not suitable habitat for any endangered, rare, or threatened species. Additionally, the site is not identified on federal or state designation map.

(d) Approval of the Project would not result in any significant effects relating to traffic, noise, air quality, or water quality. The proposed residential development is similar to, and of no greater impact than other allowed uses and development projects within the MU-1/LUA-1 (Downtown Mixed Use/Euclid Avenue Entertainment) zoning district. The Project would not result in any significant impacts through implementation of required state, regional, and local development and performance standards, and as demonstrated in the Air Quality and GHG, Traffic analysis, and Parking Studies, and the Preliminary Water Quality Management Plan ("PWQMP") prepared for the Project; and

(e) The site is adequately served by all required utilities and public services. All necessary wet and dry utilities are within the public street and are readily available for connection; and

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

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

SECTION 2: ***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.

(1) On April 19, 2011, the City Council of the City of Ontario approved and adopted the Ontario International Airport Land use Compatibility Plan, establishing the Airport Influence Area for Ontario International Airport, which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and limits future land uses and development within the Airport Influence Area, as they relate to noise, safety, airspace protection, and overflight impacts of current and future airport activity. As the 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 ONT ALUCP compatibility factors, including [1] Safety Criteria (ONT ALUCP Table 2-2) and Safety Zones (ONT ALUCP Map 2-2), [2] Noise Criteria (ONT ALUCP Table 2-3) and Noise Impact Zones (ONT ALUCP Map 2-3), [3] Airspace protection Zones (ONT ALUCP Map 2-4), and [4] Overflight Notification Zones (ONT 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 ONT ALUCP; and

SECTION 3: ***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 and 2, above, the City Council hereby concludes as follows:

(1) ***The proposed PUD, or amendment thereto, is consistent with the goals, policies, plans and exhibits of the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan.*** The Project is consistent with Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan. Section 1.1, The Ontario Plan Objectives of the Laurel Avenue Townhomes PUD, describes the manner in which the PUD complies with the Policy Plan goals and policies.

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

(3) ***In the case of an application affecting specific property(ies), the proposed PUD, or amendment thereto, will not adversely affect the harmonious relationship with adjacent properties and land uses.*** The Laurel Avenue Townhomes PUD area is situated in the heart of Ontario's downtown and is adjacent to residential and commercial land uses and development. The surrounding development supports the objective of the Laurel Avenue Townhomes PUD further residential development. The Project does not affect the harmonious relationship with adjacent properties and land use.

(4) ***In the case of an application affecting specific property(ies), the subject site is physically suitable, including, but not limited to, parcel size, shape, access, and availability of utilities, for the request and anticipated development.*** In preparing the proposed Laurel Avenue Townhomes PUD, a thorough review and analysis of the proposed Project and the subject site's physical suitability for the Project was completed, including analysis of the project size, shape, intensity of development, building height, building setbacks, site access, site landscaping and drainage, fences and walls, vehicle circulation, pedestrian connections, availability of mass transit, necessary street dedication and easements, public right-of-way improvements, availability of utilities and other infrastructure needs, off-street parking and circulation, building orientation and streetscapes, architectural character, building materials and color, and site signage. Based upon this review and analysis, the subject site has been deemed physically suitable, including but not limited to parcel size, shape, access, and availability of utilities, for the proposed Planned Unit Development and the proposed development.

(5) ***The proposed PUD is superior to that which could be obtained through the application of the Development Code or a specific plan.*** The Laurel Avenue Townhomes PUD will establish minimum building setbacks, parking and open space requirements, allow on-street parking, and establish a planting palette. These standards will facilitate the residential development of 28 townhomes, parking facilities and private and common open space areas. The proposed Laurel Avenue Townhomes PUD will allow for subsequent development that is superior to that which could be obtained through the application of the Development Code by itself.

SECTION 4: ***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, attached hereto as "Attachment A," and incorporated herein by this reference.

SECTION 5: ***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 6: ***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 7: ***Severability.*** If any section, sentence, clause or phrase of this Ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The 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 8: ***Effective Date.*** This Ordinance shall become effective 30 days following its adoption.

SECTION 9: ***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 15th day of August 2023.

_____
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. 3257 was duly introduced at a regular meeting of the City Council of the City of Ontario held July 18, 2023 and adopted at the regular meeting held August 15, 2023 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. 3257 duly passed and adopted by the Ontario City Council at their regular meeting held August 15, 2023 and that Summaries of the Ordinance were published on July 25, 2023 and August 22, 2023, in the Inland Valley Daily Bulletin newspaper.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

ATTACHMENT A:

File No. PUD22-002;
Laurel Avenue Townhomes PUD

(Document follows this page)



LAUREL AVENUE TOWNHOMES

PLANNED UNIT DEVELOPMENT

ONTARIO, CALIFORNIA

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1. INTRODUCTION

This document is intended to function as a set of planning and design principles, development regulations and performance standards to guide and govern the development of an infill area of approximately 0.79-acres of land which currently serves as a surface public parking lot within a developed area. The development is comprised of 2 adjoining properties and an alley that runs west east. The site is located at the northeast corner of N. Laurel Avenue and W. D Street. (see Figure 1.1 Project Location Map).

The project site is located within The Ontario Plan Downtown Mixed Use Land Use District and the MU-1 (Mixed Use Downtown) zoning district which requires the establishment of a Planned Unit Development (PUD) prior to development. The Planned Unit Development (PUD) is set forth in the Ontario Development Code Section 4.01.030 (Planned Unit Development (PUD) and Amendments). The Laurel at D Townhomes Planned Unit Development (PUD) will provide development standards unless otherwise defined herein, definitions and interpretations contained in the Development Code shall apply.

City staff and private developers shall rely on this PUD to determine whether precise plans for Development will be adequate and will meet the City's land use and design objectives.

Figure1-1: Project Location Map

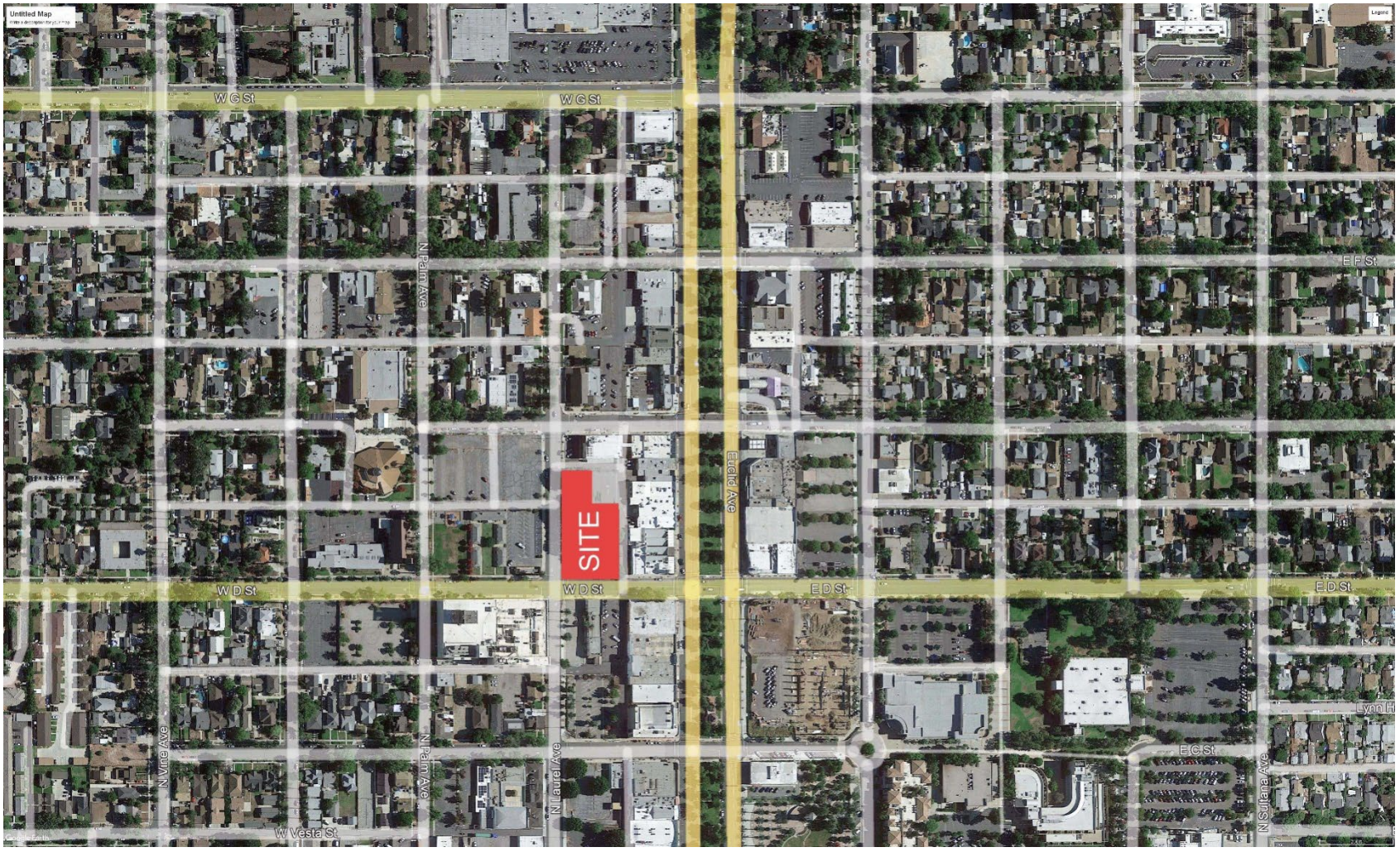
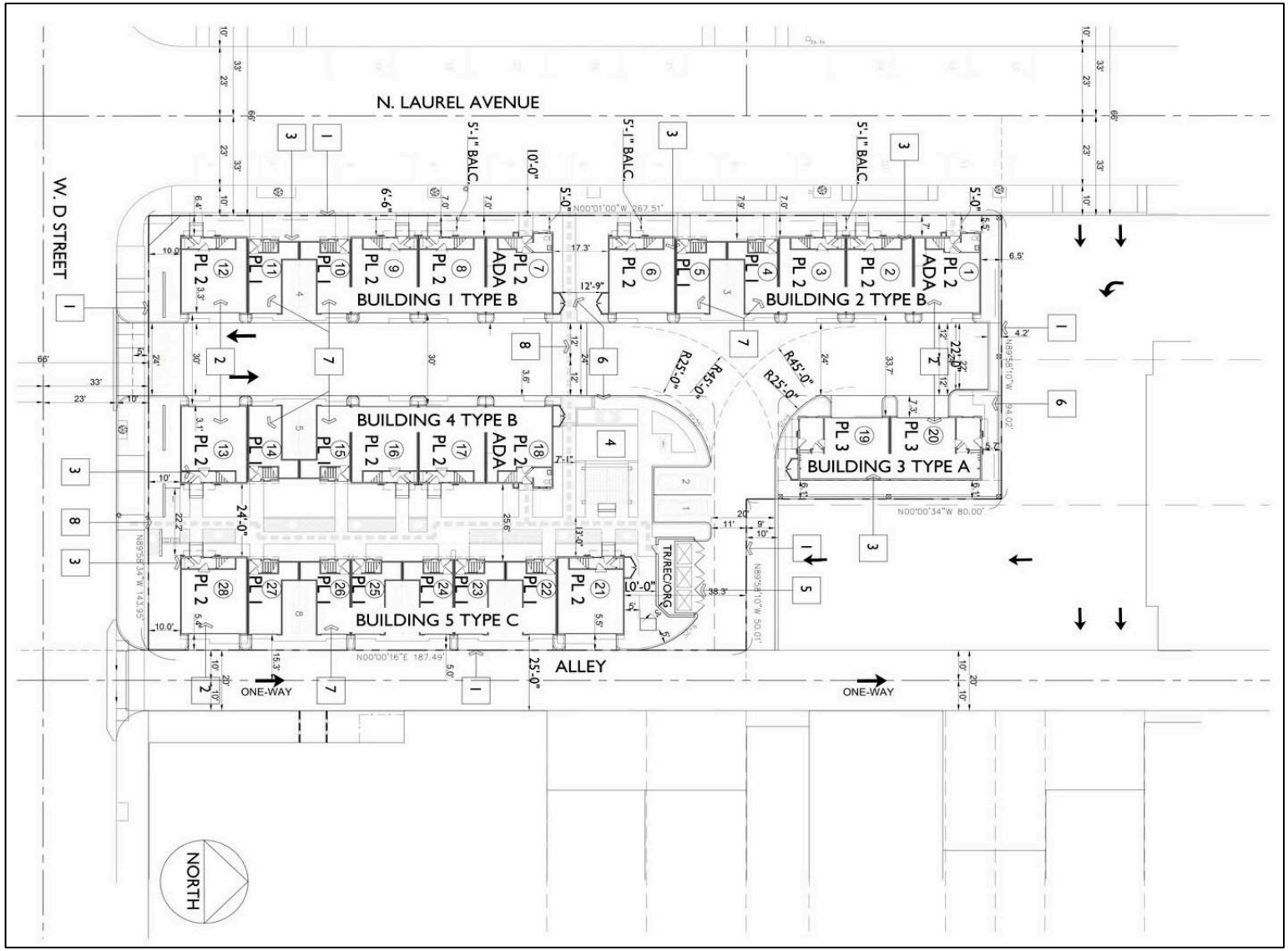


Figure 1-2: Site Plan



2. POLICY OBJECTIVES

The Ontario Plan, which includes the City's General Plan (Policy Plan), designates the project area as part of the Downtown Mixed Use District (see Figure 2-1: Downtown Land Use District Map). The Downtown Mixed Use District designation requires approval of a Planned Unit Development (PUD) to develop the property. Additionally, the designation specifies a residential density range of 25.1-75 units per acre and a maximum floor area ratio (FAR) of 2.0 for office and retail uses.

The Ontario Plan goals and policies furthered by this Planned Unit Development are as follows:

2.1. Land Use Element Goals and Policies

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

    a. LU1-1 Strategic Growth. We concentrate growth in strategic locations that help create place and identity, maximize available and planned infrastructure, and foster the development of transit.

        - The PUD supports the goal by providing housing in the downtown core to maximize existing infrastructure, promote walkability to services, and support transit.

b. LU2–Compatibility. Compatibility between a wide range of uses.

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

        - The PUD takes into consideration the existing uses on the surrounding properties and provides privacy buffers with decorative masonry walls, landscaping and setbacks.

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

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

        - The PUD implements the flexibility anticipated by city development standards.

2.2. Housing Use Element Goals and Policies

a. H1– Neighborhoods and Housing. Stable neighborhoods of quality housing, ample community services and public facilities, well-maintained infrastructure, and public safety that foster a positive sense of identity.

a. H1-4 Historical Preservation. We support the preservation and enhancement of residential structures, properties, street designs, lot configurations, and other reminders of Ontario's past that are considered to be local historical or cultural resources.

- The PUD will ensure the architectural design and elements complement the existing historic structures surrounding the project.

b. H2 – Housing Supply and Diversity. Diversity of types of quality housing that are affordable to a range of household income levels, accommodate changing demographics, and support and reinforce the economic sustainability of Ontario.

a. H2-5 Housing Design. We require architectural excellence through adherence to City design guidelines, thoughtful site planning, environmentally sustainable practices and other best practices.

- The PUD will ensure the architectural enhancements complement the existing historic setting of the project location.

b. H2-6 Infill Development. We support the revitalization of neighborhoods through the construction of higher-density residential developments on underutilized residential and commercial sites.

- The PUD implements higher density residential use within the downtown core to support nearby businesses and assist in area revitalization.

2.3. Community Design Element Goals and Policies

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

a. CD1-1 City Identity. We take actions that are consistent with the City being a leading urban center in Southern California while recognizing the diverse character of our existing viable neighborhoods.

- The PUD supports the policy goal by incorporating a diverse urban housing type into the downtown core.

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

- The PUD will ensure the architectural enhancements complement the existing historic setting of the project location.

b. CD2 – Design Quality. A high level of design quality resulting in public spaces, streetscapes, and developments that are attractive, safe, functional and distinct.

    a. CD2-1 Quality Architecture. We encourage all development projects to convey visual interest and character through:

        - building volume, massing, and height to provide appropriate scale and proportion;
        - a true architectural style which is carried out in plan, section and elevation through all aspects of the building and site design and appropriate for its setting; and
        - Exterior building materials that are visually interesting, high quality, durable, and appropriate for the architectural style.
        - The PUD will ensure that architectural features and finishes which convey a particular style will be implemented to complement the existing historic setting of the project location.

2.4. Laurel Avenue Townhomes Project Objectives

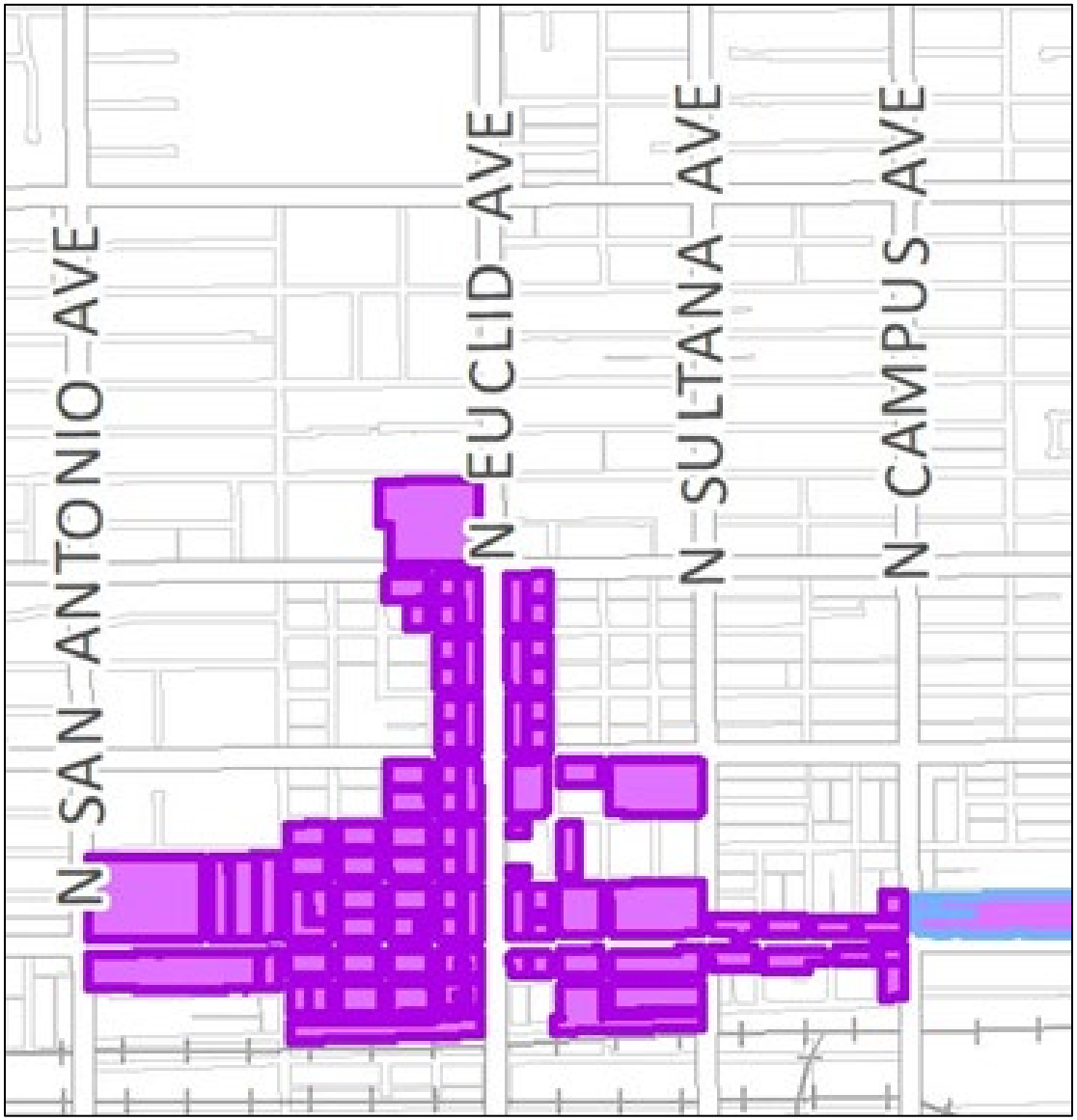
This Planned Unit Development provides guidelines for development of the project area. The following objectives are intended to provide a general framework for establishing development standards to ensure proper development of the project area.

a. Develop high quality housing

b. Establish appropriate relationships among new residential neighborhoods as well as with adjacent land use

c. Provide area of private and passive open space with each unit to include private balconies and roof decks.

Figure2-1: Downtown Growth Area Map



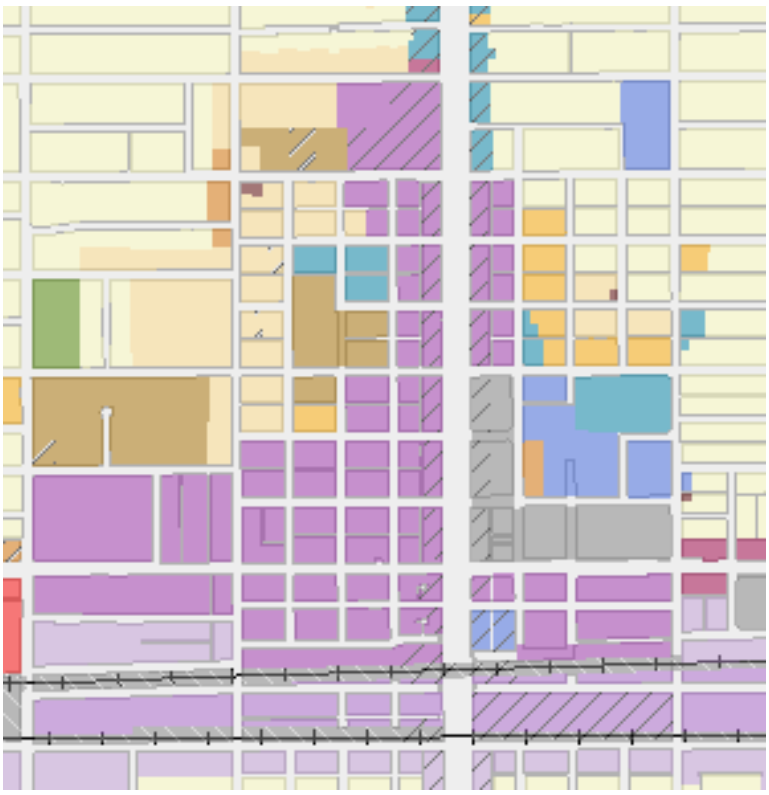
3. LAND USE PLAN

3.1. Land Use Plan/Allowable Uses

The Project site is located within the Downtown Mixed Use Area Policy Plan (General Plan) land use district, and the LUA-1 (Euclid Avenue Entertainment District) land use of the MU-1 (Downtown Mixed-Use) zoning district, which implements the Downtown Mixed Use growth area. The MU-1 zoning district was established to accommodate, and intensive mixture of vertical and horizontal retail and office uses at a development intensity of up to 2.0 FAR, and residential uses at a density of 25.1 to 75 dwelling units per acre. Development projects within the MU-1 zoning district are intended to maintain a pedestrian friendly atmosphere, while at the same time enhancing the historic character of the area.

Consistent with the intent of the Downtown Mixed Use Area and the MU-1 zoning district, the project site is suitable for multiple family residential development. Exhibit 3.1 MU-1 (Mixed Use Downtown) depicts the zoning designation.

Figure 3-1:MU-1 (Mixed Use Downtown) Zoning District Map



3.2. Residential Use

The project site is envisioned to be developed with attached walk-up row town townhomes units and may have multiple buildings consisting of two to eight units each. All units will be three story in height and have private garages on ground floor with direct access to the upper living areas on the second and third floor levels. All units will have private open space provided by a balcony and the 2-bedroom units will have private roof top decks.

3.3. Permitted Uses List

The Permitted Land uses within the Laurel Avenue Townhomes Planned Unit Development (PUD) are as follows:

a. Multiple family residential dwellings

b. Temporary uses as permitted within the residential districts of the City of Ontario Development Code subject to an Administrative Permit.

c. Other land use compatible with multiple family residential development projects, as determined by the Zoning Administrator.

Uses may be prohibited through rental contracts and agreements as provided by the owner and project management, unless prohibited by Federal, State or local laws.

4. DEVELOPMENT REGULATIONS

4.1. Residential Density

Residential density range shall be 25.1 to 75 dwelling units per acre. The project area consists of 0.79 acres of land which requires a minimum of 19 dwelling units and a maximum of 59 dwelling units

4.2. Building Height

No structure shall exceed 38 feet in height, except that the maximum height may be exceeded by roof mounted equipment, architectural projections, chimneys, elevator towers, parapet walls and any other rooftop structures up to 45 feet. No roof top equipment shall be visible from anywhere on the project site, public streets or adjacent properties, and shall be fully screened with appropriate architectural parapet walls or appropriate roof treatments. Roof mounted equipment shall not exceed the height of the structures and appurtenances used to screen the equipment.

Roof mounted AC equipment shall be located on roof decks and screened from views from surrounding units and properties.

4.3. Building Setbacks

Table4-1: Minimum Building Setbacks

Minimum Street Setbacks:	Distance
▪ Laurel Avenue	5 FT
▪ D Street	5 FT
▪ Alley	3 FT
Interior Side Setback	5 FT
Rear Setback	5 FT
Porches, Patio Covers, and Similar Architectural Projections**	4 FT
Minimum Building Separation (garage to garage)	30 FT
Minimum Building Separation (side to side/ front to front)	10 FT/22 FT

**No projection may encroach into any required easements

All setbacks shall be measured from the ultimate property lines. Placement of buildings, structures, fences, walls, utility facilities, yards etc. will be based on the streets right-of-way and the property line dimensions.

4.4. Access

Project access is allowed from D Street and the easterly alley. The D Street entrance should be considered the primary access and shall be enhanced with landscape, decorative pony walls, lighting, and with signage.

4.5. Open Space

Open space shall be provided for the passive and the active recreation opportunities within the project site. Two types of open space are required, private and common open space. Open space areas are for the use of the on-site residents and their guests. Required street setback areas are not counted towards the common open space requirements. Total open space per unit including private and common areas shall be a minimum of 345 square feet.

Private Open Space

Private open space shall be provided for each residential unit in order to provide private outdoor areas which can be enjoyed for the exclusive use by the occupant of the residential unit and their guests. Private open space can include balconies, patios, and roof decks or in any combination thereof.

Private open space shall be provided for all residential units and shall have direct access from each residential unit. Residential units shall have a minimum balcony or usable patio size of 45 square feet with a 6-foot minimum dimension for one bedroom units and 60 square feet minimum for 2-

bedroom units. If roof decks are designed as part of the project, the minimum size of shall be 140 square feet. The minimum private open space per unit shall be 150 square feet over the project average.

Common Open Space

Common Open Space shall be provided to allow for both passive and active types of recreation, along with the site landscape amenities. These areas are for use by project residents and their guests. A minimum of one recreation area is required and can be provided by an outdoor lounge area covered under a wood pergola equipped with barbeque and granite counter tops, table, chairs, and sofa. Required common open space is 195 square feet per unit.

Areas not considered in common open space include (1) driveway and parking areas; (2) parking area landscaping; (3) street setback areas; and (5) other areas less than 10' in dimension not intended for active or passive recreation.

4.6. Landscaping

A conceptual landscape plan shall be submitted with each Development Plan within the Laurel Avenue Townhomes PUD area. The plan shall specify all landscape and hardscape elements for the development plan site. Detailed Landscape and Irrigation plans shall be required prior to the issuance of building permits. The detailed plans shall show location of ground mounted utility boxes and equipment, along with the methods of screening for these items from the public right-of-way and adjacent residences where possible (see Figure 4-1: Conceptual Landscape Planting Legend).

The Landscape and irrigation plan shall be designed with water conservation in mind, utilizing "California friendly" species and drought tolerant planting materials and meet the minimum requirement of 15 percent of site coverage. The landscaping and irrigation shall comply with the Water Conservation in Landscaping Act of 2006 (AB 1881), commencing with the California Government Code Section 65591.

4.7. Screening

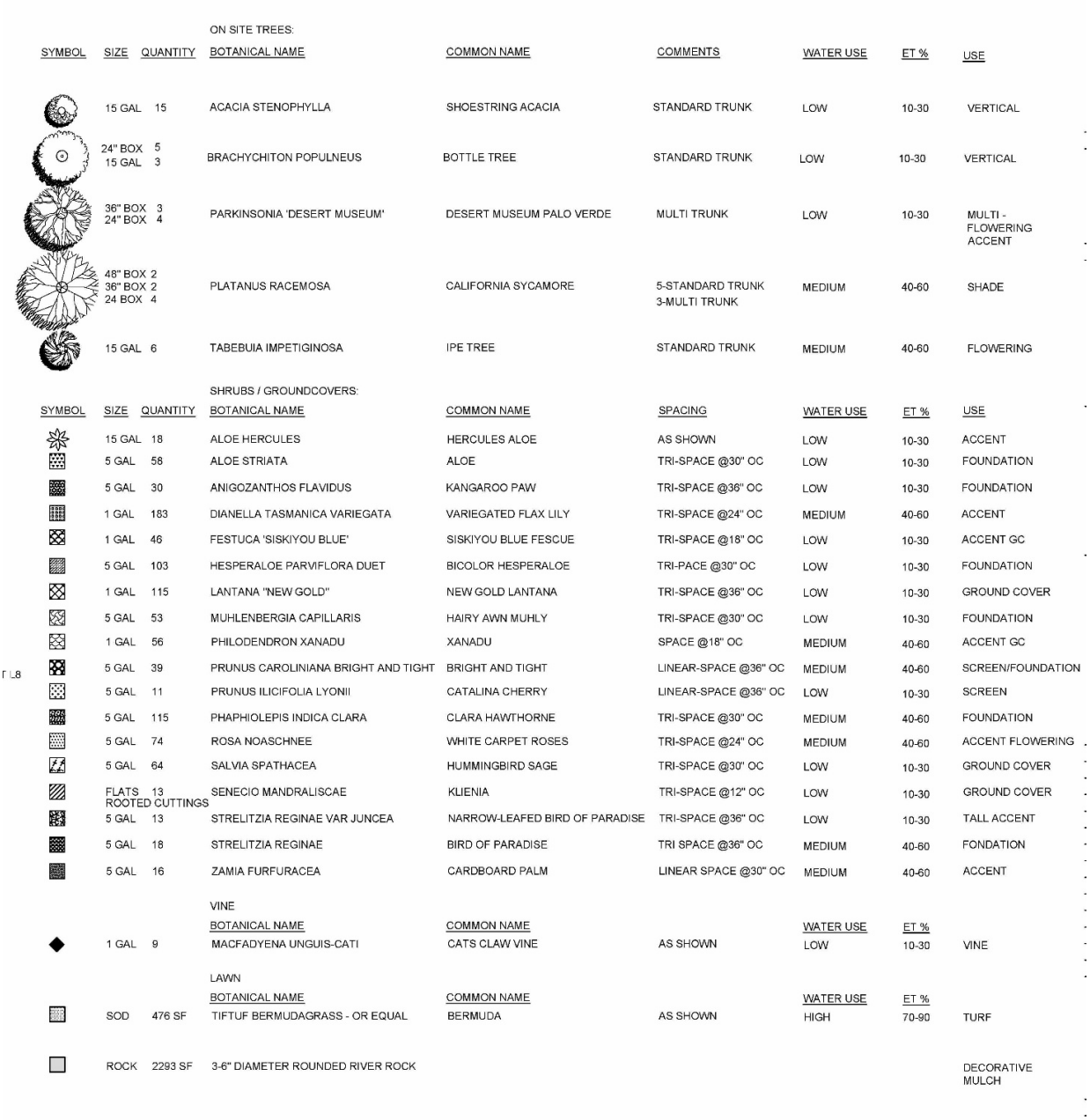
General Requirements

a. All roof and ground mounted mechanical equipment shall be screened pursuant to the requirements of the Ontario Development Code.
b. Screening shall include plant and building materials compatible with the project design so it is well integrated and hidden within the project area.
c. Building and plant materials used for screening shall be compatible with the architectural style and planting palette used on the project area.
d. All ground level screening shall comply with the requirements of the Ontario Development Code Section 6.02.030 (Protection of Intersection Visibility).

Fences, Walls, and Hedges

Fences, walls and hedges shall comply with Section 6.02.030 (Protection of Intersection visibility) of the Ontario Development Code, Engineering Department corner sight distance standards, and all other applicable city standards. Fences and wall shall be made of decorative materials that are compatible with and enhance the overall architectural character of the project. All fences, walls and hedges shall be in scale with the development, and shall be used for screening, site enhancement, and creating a safer living environment for residents and their guests. All decorative walls, monuments, and/or other similar features shall not encroach into the public street right of way.

Figure4-1: Conceptual Landscape Planting Legend



ON SITE TREES:

SYMBOL	SIZE	QUANTITY	BOTANICAL NAME	COMMON NAME	COMMENTS	WATER USE	ET %	USE
	15 GAL	15	ACACIA STENOPHYLLA	SHOESTRING ACACIA	STANDARD TRUNK	LOW	10-30	VERTICAL
	24" BOX 15 GAL	5 3	BRACHYCHITON POPULNEUS	BOTTLE TREE	STANDARD TRUNK	LOW	10-30	VERTICAL
	36" BOX 24" BOX	3 4	PARKINSONIA 'DESERT MUSEUM'	DESERT MUSEUM PALO VERDE	MULTI TRUNK	LOW	10-30	MULTI - FLOWERING ACCENT
	48" BOX 36" BOX 24 BOX	2 2 4	PLATANUS RACEMOSA	CALIFORNIA SYCAMORE	5-STANDARD TRUNK 3-MULTI TRUNK	MEDIUM	40-60	SHADE
	15 GAL	6	TABEBUIA IMPETIGINOSA	IPE TREE	STANDARD TRUNK	MEDIUM	40-60	FLOWERING

SHRUBS / GROUNDCOVERS:

SYMBOL	SIZE	QUANTITY	BOTANICAL NAME	COMMON NAME	SPACING	WATER USE	ET %	USE
	15 GAL	18	ALOE HERCULES	HERCULES ALOE	AS SHOWN	LOW	10-30	ACCENT
	5 GAL	58	ALOE STRIATA	ALOE	TRI-SPACE @30" OC	LOW	10-30	FOUNDATION
	5 GAL	30	ANIGOZANTHOS FLAVIDUS	KANGAROO PAW	TRI-SPACE @36" OC	LOW	10-30	FOUNDATION
	1 GAL	183	DIANELLA TASMANICA VARIEGATA	VARIEGATED FLAX LILY	TRI-SPACE @24" OC	MEDIUM	40-60	ACCENT
	1 GAL	46	FESTUCA 'SISKIYOU BLUE'	SISKIYOU BLUE FESCUE	TRI-SPACE @18" OC	LOW	10-30	ACCENT GC
	5 GAL	103	HESPERALOE PARVIFLORA DUET	BICOLOR HESPERALOE	TRI-PACE @30" OC	LOW	10-30	FOUNDATION
	1 GAL	115	LANTANA "NEW GOLD"	NEW GOLD LANTANA	TRI-SPACE @36" OC	LOW	10-30	GROUND COVER
	5 GAL	53	MUHLENBERGIA CAPILLARIS	HAIRY AWN MUHLY	TRI-SPACE @30" OC	LOW	10-30	FOUNDATION
	1 GAL	56	PHILODENDRON XANADU	XANADU	SPACE @18" OC	MEDIUM	40-60	ACCENT GC
	5 GAL	39	PRUNUS CAROLINIANA BRIGHT AND TIGHT	BRIGHT AND TIGHT	LINEAR-SPACE @36" OC	MEDIUM	40-60	SCREEN/FOUNDATION
	5 GAL	11	PRUNUS ILICIFOLIA LYONII	CATALINA CHERRY	LINEAR-SPACE @36" OC	LOW	10-30	SCREEN
	5 GAL	115	PHAPHIOLEPIS INDICA CLARA	CLARA HAWTHORNE	TRI-SPACE @30" OC	MEDIUM	40-60	FOUNDATION
	5 GAL	74	ROSA NOASCHNEE	WHITE CARPET ROSES	TRI-SPACE @24" OC	MEDIUM	40-60	ACCENT FLOWERING
	5 GAL	64	SALVIA SPATHACEA	HUMMINGBIRD SAGE	TRI-SPACE @30" OC	LOW	10-30	GROUND COVER
	FLATS ROOTED CUTTINGS	13	SENECIO MANDRALISCAE	KLIENIA	TRI-SPACE @12" OC	LOW	10-30	GROUND COVER
	5 GAL	13	STRELITZIA REGINAE VAR JUNCEA	NARROW-LEAFED BIRD OF PARADISE	TRI-SPACE @36" OC	LOW	10-30	TALL ACCENT
	5 GAL	18	STRELITZIA REGINAE	BIRD OF PARADISE	TRI SPACE @36" OC	MEDIUM	40-60	FONDATION
	5 GAL	16	ZAMIA FURFURACEA	CARDBOARD PALM	LINEAR SPACE @30" OC	MEDIUM	40-60	ACCENT

VINE

			BOTANICAL NAME	COMMON NAME		WATER USE	ET %	
	1 GAL	9	MACFADYENA UNGUIS-CATI	CATS CLAW VINE	AS SHOWN	LOW	10-30	VINE

LAWN

			BOTANICAL NAME	COMMON NAME		WATER USE	ET %	
	SOD	476 SF	TIFTUF BERMUDAGRASS - OR EQUAL	BERMUDA	AS SHOWN	HIGH	70-90	TURF
	ROCK	2293 SF	3-6" DIAMETER ROUNDED RIVER ROCK					DECORATIVE MULCH

4.8. Site Accessibility

The site shall be designed to promote safety for residents by only allowing limited vehicular and pedestrian access into and across the site. This can be achieved through building orientation and placement and use of proper fences and gates to limit access to residents and their guests.

4.9. Vehicle Circulation

The project site shall be designed to accommodate parking access to private garages to ensure accessibility. Vehicular circulation shall be designed in a manner that promotes pedestrian safety and proper vehicular access through the site.

4.10. Pedestrian Circulation

Site design must provide for safe pedestrian circulation across the project site by separating the pedestrian areas from the vehicular access. This includes, but is not limited to, accessibility from unit entries to site amenities, and perimeter sidewalk areas through use of paseos and dedicated pedestrian pathways. Fencing and gates maybe used to limit public access to resident-only areas. Pedestrian circulation to designated dwelling units and amenity areas shall be in conformance with applicable state and local accessibility requirements.

4.11. Access to Mass Transit

Proposed Development Project within the PUD area should encourage the use of the existing bus stops by providing pedestrian connections to westbound line Omnitrans Route 83 with a bus stop located on the northwest corner of Euclid Avenue and D Street.

4.12. Public Right-of-Way Improvements

The public right-of-way shall be improved with the development of the site as required by the City. The public right-of-way improvements required are to include, but are not limited to the following: street pavement, curb & gutter, parkway landscaping, parkway irrigation, public sidewalk, traffic signing and striping, streetlights, bus stop, bus shelter and amenities. The extent of the required improvements shall be determined with development plan or tentative map approval.

4.13. Infrastructure

There are existing water mains in D Street. Laurel Avenue, and the alley, all fronting this project. The alley water main will be upsized from E Street to D Street. The water main in D Street will be upsized from Laurel Avenue to Euclid Avenue. There is currently an existing sewer main in the alley between E Street and D Street. Said sewer main will be abandoned and a new sewer main will be installed in Laurel Avenue, connecting to an existing main in the alley between D Street and C Street. A new sewer main will be installed in D Street from Laurel Avenue to the point of connection required for this project. The existing sewer main traversing the project will be abandoned.

4.14. Parking Requirements

All parking space size and location requirements shall conform to the standards set forth in Section 6.03.045 (Off-Street Parking Standards) of the Ontario Development Code.

On-site Parking Requirements

The number of parking spaces provided is based on the number of bedrooms contained within each of the dwelling units proposed, and is subject to the following requirements.

a. All required resident parking spaces shall be provided on-site, except fractional spaces may be provided off-site;

b. Resident parking shall be provided in enclosed garages.

c. Each dwelling unit is intended for occupancy by one family only, regardless of bedroom size(s) provided in a particular unit. Parking for dwellings shall be provided on-site and guest parking may be provided on-street and off-site.

Table5-1: Minimum Parking Requirements

Use	Parking Spaces Required
Multi-Family Dwellings:	
• Residential units	1 parking spaces per bedroom (in a garage)
• Visitor	0.2 parking spaces per unit

Off-site Parking Requirements

On-street or off-site parking may be utilized to satisfy guest parking requirements, subject to the following conditions:

a. On-street parking shall not be used for required resident parking.

b. On-street parking shall only be counted along the public streets surrounding the project site, on the side of the public streets adjoining the project, excluding the alley to the east of the site, and in nearby public parking lots.

c. On-street parallel parking spaces shall be calculated by the length of unobstructed curb adjacent to the project site.

2. DESIGN GUIDELINES

Specific to the downtown location and residential building type this PUD establishes the following design principles:

a. Create an architectural character that reflects the various styles within the historic downtown by using similar proportions, building details and building material.

b. New buildings should appear to fit in contextually with existing historic buildings by using similar proportions, articulation, building details and building material.

c. The overall character should feel like a modern interpretation of a traditional American small town.

d. Create compatibility between the mixed-use architecture and the residential architecture within the downtown area; the introduction of unifying elements such as similar materials and colors should be considered; however, "sameness" is discouraged.

2.1. Building Orientation and Streetscapes

Building orientation shall be designed to minimize noise impacts, aide in providing site safety, create proper accessibility to unit entries and parking garages. Design should enhance views from residential units while prioritizing privacy for all tenants. Parkways should be landscaped and buildings frontages should be orientated towards the street and public sidewalk and feature should have raised stoops and enclosed at-grade patio entries.

2.2. Architectural Character

The architectural style and design can be a "modern" interpretation of a traditional or contemporary style. The design may have pitched or flat roofs to accommodate roof decks for private outdoor space. New buildings should appear to fit in contextually with existing historic downtown by using similar proportion, articulation, building details and building material.

2.3. Architectural Details

Architectural details should complement and enhance openings, and accentuate overall design of the buildings. Detailing can be achieved through the use of projections, articulation, and fenestration to create interesting exterior elevations. Windows at prominent locations should be recessed to create shadow line. Careful detailing is appropriate at the base of buildings, along cornices, eaves, parapets or ridge tops and around entries and windows.

2.4. Materials and Color

Materials and color scheme shall be compatible with, and complementary to the overall style of the development project and surrounding area. Buildings on the site may utilize a combination of light and dark colors or color blocking to provide articulation of the building planes. Materials should be a combination of 20/30 stucco, plaster, brick or stone veneer at the first floor, metal railings, and

exterior awnings or other decorative projections. Features should appear to be an integral part of the building and not simply "tacked-on." Introduction of new or "modern" materials such as stack stone should be avoided.

2.5. On-Site Lighting

Decorative light fixtures attached to the buildings shall be compatible with the architectural style of the buildings, shall be provided for this development. All other on-site lighting shall meet development standard of the Ontario Development Code.

2.6. Signage

Signs within the project area shall comply with the Division 8.01 (Sign Regulations) of the Ontario Development Code.

2.7. Off Site Improvements

All off-site improvements shall be installed in accordance with the City standards, and to the satisfaction of the City Engineering department.

3. ADMINISTRATION

3.1. Items Not Addressed in PUD

Any terms, requirements, or regulations not addressed within this PLANNED UNIT DEVELOPMENT document shall be governed by the City of Ontario Development Code, and City Standards.

3.2. Development Applications

Development Plan approval, pursuant to the requirements of Ontario Development Code Section 4.02.025 (Development Plans), shall be required for the physical alteration of a lot, the construction of a building, or the addition or significant alteration of an existing building. A Development Plan application shall be submitted to the Planning Department on a City application form pursuant to the requirements of Ontario Development Code Division 2.02 (Application Filing and Processing), commencing with Subsection B (Discretionary Permits and Actions) of Section 2.02.015 (Application Processing Procedures).

3.3. Administrative Exceptions

Deviation from the development standards set forth in this document may be granted up to a maximum of 10 percent by the Zoning Administrator. Any deviation that is greater than 10 percent shall require an amendment to this PUD.

CITY OF ONTARIO *Agenda Report* **August 15, 2023**	**SECTION:** **CONSENT CALENDAR**
Department: Development Administration Prepared By: Derrick E Womble Staff Member Presenting: Scott Murphy, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 24

SUBJECT: **AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT (FILE NO. PDA21-008) BETWEEN THE CITY OF ONTARIO AND JH BRAY, LLC AND HCW LATHROP INVESTORS, LLC**

RECOMMENDATION: That the City Council consider and adopt an Ordinance approving a Development Agreement (File No. PDA21-008) between the City of Ontario and JH Bray, LLC and HCW Lathrop Investors, LLC.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the Growth and Evolution of the City's Economy
Operate in a Businesslike Manner
Focus Resources in Ontario's Commercial and Residential Neighborhoods
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)
Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in Ontario Ranch

FISCAL IMPACT: The proposed Development Agreement (File No. PDA21-008) will not have a direct impact on the City's General Fund. The Development Agreement will provide funding from the formation of a Community Facilities District (CFD) for City services and facilities required to support the West Haven Specific Plan (Specific Plan) development, thereby mitigating the increased costs associated with such services. In addition, the City will receive public service funding fees plus development impact, compliance processing, licensing, and permitting fees. No General Fund revenue will be used to support the Ontario Ranch development.

BACKGROUND & ANALYSIS: On July 18, 2023, the City Council held a public hearing to introduce and waive further reading of an Ordinance approving the Development Agreement (File No. PDA21-008).

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, JH Bray, LLC, and HCW

Lathrop Investors, LLC, (collectively the "Applicant" or "Owner"), has requested that the City enter into negotiations to create a Development Agreement (Agreement).

The Agreement proposes to include 19.1 acres of land within the Planning Area 3 land use districts of the West Haven Specific Plan, as shown on the attached Exhibit "A." The Agreement grants the Applicant a vested right to develop Tentative Tract Map 20452 (Map), provided the Owner complies with the terms and conditions of the Specific Plan and related EIR.

The Map, as shown on the attached Exhibit "B," is located approximately 1,300 south of the intersection of Riverside Drive and Haven Avenue and proposes to subdivide 19.1 acres into 111 numbered lots and 33 lettered lots for residential purposes, public/private streets, landscape neighborhood edges, and common open space purposes.

The term of the Agreement is for 10 years, with a 5-year option to renew. The main points of the Agreement address funding for all new City expenses created by the project, which includes: Development Impact Fees (DIF) for construction of public improvements (i.e. streets and bridges, sewer, water, storm drain and fiber); Public Service Funding to ensure adequate provisions of public services (police, fire and other public services); and the creation of a Community Facilities District (CFD) for the maintenance of public facilities.

In considering the Agreement at their meeting on June 27, 2023, the Planning Commission found the Agreement to be consistent with State law, The Ontario Plan, and the City's Development Agreement policies. As a result, the Planning Commission adopted Resolution No. PC23-050 with a 5 to 0 vote, recommending City Council approval of the Agreement.

It is important to note, the Owner’s property is within the boundaries defined in the Construction Agreement between the City and NMC Builders LLC (NMC Builders), and the property covered by the Construction Agreement is what is known as a “Phase 2 Water Property”. As such, Owner shall be required to provide funding for the City's future construction of the Phase 2 Water Improvements. Subsequent the July 18 public hearing, the Agreement was revised to include provisions related to the Phase 2 Water provisions and funding requirements, which were previously agreed to by NMC Builders and Owner.

ENVIRONMENTAL REVIEW: An Addendum to West Haven Specific Plan Environmental Impact Report (State Clearinghouse No. 200471095), which was certified by the City Council on July 7, 2007, was prepared. This application introduces no new significant environmental impacts. All previously adopted mitigation measures are a condition of Project approval and are incorporated herein by this reference.

Exhibit A— WEST HAVEN SPECIFIC PLAN LAND USE MAP AMENDMENT
(File No. PSPA21-004)

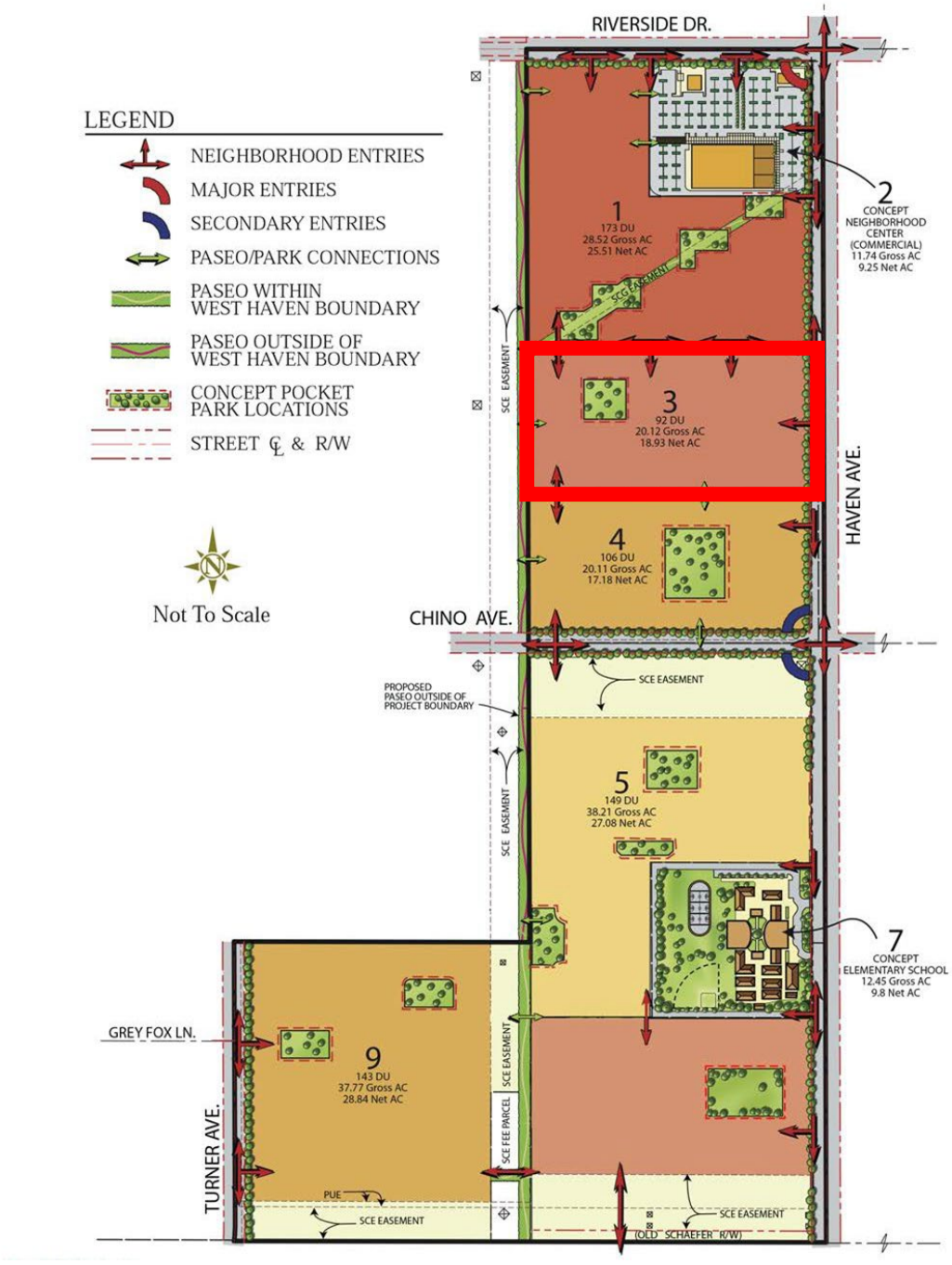
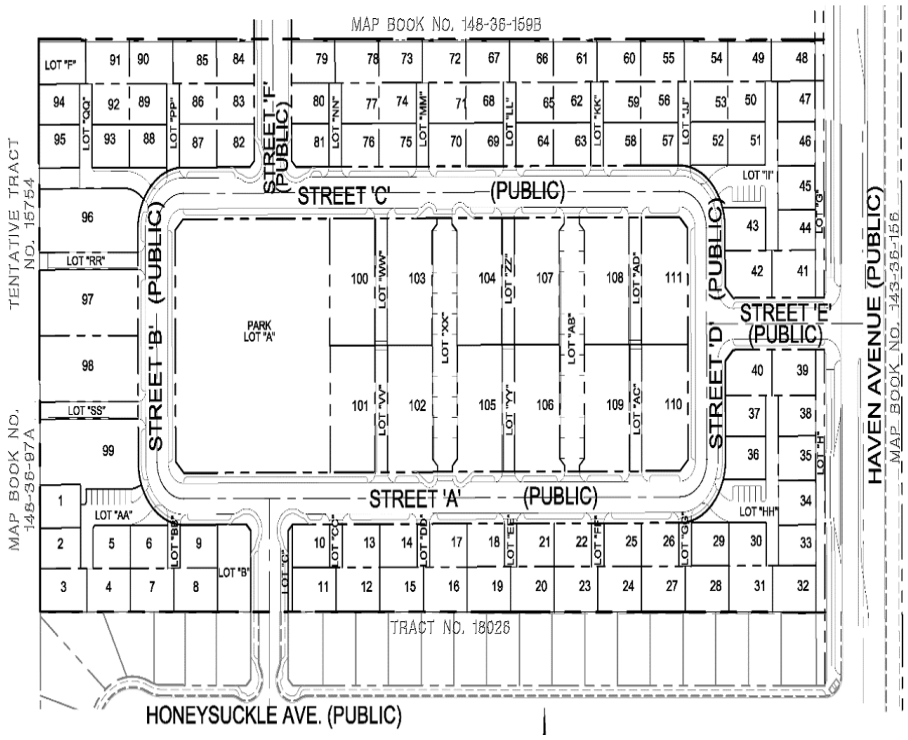


Exhibit B— TENTATIVE TRACT MAP 20452

TENTATIVE TRACT MAP FOR CONDOMINUM PURPOSES NO. 20452

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



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PDA21-008, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND JB BRAY LLC AND HCW LATHROP INVESTORS LLC, TO ESTABLISH THE TERMS AND CONDITIONS ASSOCIATED WITH TENTATIVE TRACT MAP 20452 (FILE NO. PMTT21-017), A 19.1 ACRE PROPERTY LOCATED APPROXIMATELY 1,300 SOUTH OF THE INTERSECTION OF RIVERSIDE DRIVE AND HAVEN AVENUE, WITHIN THE PLANNING AREA 3 LAND USE DISTRICT OF THE WEST HAVEN SPECIFIC PLAN (FILE NO. PSP03-006), AND MAKING FINDINGS IN SUPPORT THEREOF—APN: 0218-151-10.

WHEREAS, JB Bray LLC and HCW Lathrop Investors LLC ("Applicant") has filed an Application for the approval of a Development Agreement, File No. PDA21-008, as described in the title of this Resolution (hereinafter referred to as "Application" or "Project"); and

WHEREAS, the Application applies to 19.1 acres of land located approximately 1,300 south of Riverside Drive and Haven Avenue, within Planning Area 3 land use district of the West Haven Specific Plan (File No. PSP03-006); and

WHEREAS, the Applicant has submitted applications for a Specific Plan Amendment (File No. PSPA21-004) and Tentative Tract Map No. 20452 (File No. PMTT21-017) for condominium purposes, to facilitate the potential development of 111 numbered lots and 33 lettered lots for residential purposes, public/private streets, landscape neighborhood edges, and common open space purposes; and

WHEREAS, an Addendum to West Haven Specific Plan Environmental Impact Report (State Clearinghouse No. 200471095), which was certified by the City Council on July 7, 2007, was prepared. This application introduces no new significant environmental impacts. All previously adopted mitigation measures are a condition of Project approval and are incorporated herein by this reference; and

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

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

WHEREAS, the Project is located within the Airport Influence Area of Ontario International Airport, which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and is subject to, and must be consistent with, the policies and criteria set forth in the Ontario International Airport Land Use Compatibility Plan (hereinafter referred to as "ALUCP"), which applies only to jurisdictions within San Bernardino County, and addresses the noise, safety, airspace protection, and overflight impacts of current and future airport activity; and

WHEREAS, on June 27, 2023, 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. PC23-050 recommending the City Council approve the Application; and

WHEREAS, on July 18, 2023, the City Council of the City of Ontario conducted a hearing to consider the Project, and concluded said hearing on that date; and

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

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

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

(1) The environmental impacts of this project were previously reviewed in an Addendum to West Haven Specific Plan Environmental Impact Report (State Clearinghouse No. 200471095), for which a Certified EIR was adopted the City Council on July 7, 2007, was prepared. This application introduces no new significant environmental impacts; and

(2) The previous Certified EIR contains a complete and accurate reporting of the environmental impacts associated with the Project; and

(3) The previous Certified EIR was completed in compliance with CEQA and the Guidelines promulgated thereunder; and

(4) The previous Certified EIR reflects the independent judgment of the Planning Commission; and

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

SECTION 2. ***Subsequent or Supplemental Environmental Review Not Required.*** Based on the information presented to the City Council, and the specific findings set forth in Section 1, above, the City Council finds that the preparation of a subsequent or supplemental Certified EIR is not required for the Project, as the Project:

(1) Does not constitute substantial changes to the Certified EIR that will require major revisions to the Certified EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and

(2) Does not constitute substantial changes with respect to the circumstances under which the Certified EIR was prepared, that will require major revisions to the Certified EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects; and

(3) Does not contain new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the Certified EIR was certified/adopted, that shows any of the following:

(a) The project will have one or more significant effects not discussed in the Certified EIR; or

(b) Significant effects previously examined will be substantially more severe than shown in the Certified EIR; or

(c) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the Project, but the City declined to adopt such measures; or

(d) Mitigation measures or alternatives considerably different from those analyzed in the Certified EIR would substantially reduce one or more significant effects on the environment, but which the City declined to adopt.

SECTION 3. ***Housing Element Compliance.*** Pursuant to the requirements of California Government Code Chapter 3, Article 10.6, commencing with Section 65580, as the recommending authority for the Project, the Planning Commission finds that based on the facts and information contained in the Application and supporting documentation, at the time of Project implementation, the project is consistent with the Housing Element of the Policy Plan (General Plan) component of The Ontario Plan. The project site is not one of the properties in the Housing Element Sites contained in Tables B-1 and B-2 (Housing Element Sites Inventory) of the Housing Element Technical Report.

SECTION 4. ***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.

(1) On April 19, 2011, the City Council of the City of Ontario approved and adopted the Ontario International Airport Land use Compatibility Plan, establishing the Airport Influence Area for Ontario International Airport, which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and limits future land uses and development within the Airport Influence Area, as they relate to noise, safety, airspace protection, and overflight impacts of current and future airport activity. As the 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 ONT ALUCP compatibility factors, including [1] Safety Criteria (ONT ALUCP Table 2-2) and Safety Zones (ONT ALUCP Map 2-2), [2] Noise Criteria (ONT ALUCP Table 2-3) and Noise Impact Zones (ONT ALUCP Map 2-3), [3] Airspace protection Zones (ONT ALUCP Map 2-4), and [4] Overflight Notification Zones (ONT ALUCP Map 2-5). As a result, the DAB, therefore, finds and determines that the Project, when implemented in conjunction with the conditions of approval, will be consistent with the policies and criteria set forth within the ONT ALUCP; and

SECTION 5. ***Concluding Facts and Reasons.*** Based upon the substantial evidence presented to the City Council during the above-referenced hearing, and upon the specific findings set forth in Section 1 through 4, above, the City Council hereby concludes as follows:

(1) The Development Agreement applies to approximately 19.1 acres of land located approximately 1,300 feet south of the intersection of Riverside Drive and Haven Avenue, within Planning Area 3 land use district of the West Haven Specific Plan (File No. PSP03-006); and

(2) The Development Agreement establishes parameters for the development of land within the West Haven Specific Plan. The Development Agreement also grants the Applicant, the right to develop, the ability to quantify the fees; and establish the terms and conditions that apply to those projects. These terms and conditions are consistent with The Ontario Plan Policy Plan (General Plan), design guidelines and development standards for the Countryside Specific Plan; and

(3) The Development Agreement grants the Applicant a vested right to develop Tentative Parcel Map 20452 (File No. PMTT21-017) as long as the Applicant complies with the terms and conditions of the West Haven Specific Plan and EIR. Tentative Tract Map 20452 is located approximately 1,300 feet south of the intersection of Riverside Drive and Haven Avenue, within Planning Area 3 land use district of the West Haven Specific Plan, and proposes to subdivide 19.1 acres of land into 111 numbered lots and 33 lettered lots for residential purposes, public/private streets, landscape neighborhood edges, and common open space purposes; and

(4) The Development Agreement has been prepared in conformance with the goals and policies of The Ontario Plan Policy Plan (General Plan); and

(5) The Development Agreement does not conflict with the Land Use Policies of The Ontario Plan Policy Plan (General Plan) and will provide for development, within the district, in a manner consistent with the Policy Plan and with related development; and

(6) This Development Agreement will promote the goals and objectives of the Land Use Element of the Policy Plan; and

(7) This Development Agreement will not be materially injurious or detrimental to the adjacent properties and will not have a significant impact on the environment or the surrounding properties. An Addendum to West Haven Specific Plan Environmental Impact Report (State Clearinghouse No. 200471095), which was certified by the City Council on July 7, 2007, was prepared; and

(8) This Application introduces no new significant environmental impacts. All previously adopted mitigation measures are a condition of project approval and are incorporated herein by this reference.

SECTION 6. ***City Council Action.*** Based upon the findings and conclusions set forth in Sections 1 through 5, above, the City Council hereby APPROVES the herein described Development Agreement (File No. PDA21-008), attached hereto as "Attachment A," and incorporated herein by this reference. Approval of this Development Agreement is contingent upon City Council approving the following:

(1) West Haven Specific Plan Amendment (File No. PSPA21-004); and
(2) EIR Addendum to the West Haven Specific Plan EIR (File No. PSP03-006).

If the City Council does not approve the West Haven Specific Plan Amendment (File No. PSPA21-004) and EIR Addendum to the West Haven Specific Plan EIR (File No. PSP03-006), this Ordinance shall become null and void and of no further force and effect.

SECTION 7. ***City Manager Administrative Authority***. The City Council acknowledges that refinements and further development of the Ontario Ranch development area may demonstrate that changes are appropriate with respect to the details and performance of the parties under the Development Agreement. The City Council desires to retain a certain degree of flexibility with respect to the details of the Ontario Ranch developments, and with respect to those items covered in general terms under the Development Agreement. If and when the City Manager (or designee) and the Developer mutually find that changes, adjustments, or clarifications are appropriate to further the intended purposes of the Development Agreement, and such are not materially inconsistent with the Development Agreement, they may, unless otherwise required by law, effectuate such changes, adjustments, or clarifications by written amendment to this Agreement, or through one or more memoranda which are mutually approved by the City Manager on behalf of the City and by the Developer, and, after execution, shall be attached to the Development Agreement and become a part thereof. Unless otherwise required by law, no such changes, adjustments, or clarifications shall require prior notice or hearing before the City Council. The City Manager, with the approval of the City Attorney, shall have the authority but not the obligation to execute amendments, memoranda or other documents, and may take any action necessary to implement the Development Agreement.

SECTION 8. ***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 9. ***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 10. ***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 11. ***Effective Date.*** This Ordinance shall become effective 30 days following its adoption.

SECTION 12. ***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 15th day of August 2023.

_____
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. 3258 was duly introduced at a regular meeting of the City Council of the City of Ontario held July 18, 2023 and adopted at the regular meeting held August 15, 2023 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. 3258 duly passed and adopted by the Ontario City Council at their regular meeting held August 15, 2023 and that Summaries of the Ordinance were published on July 25, 2023 and August 22, 2023 in the Inland Valley Daily Bulletin newspaper.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

ATTACHMENT A:

FILE NO. PDA21-008

DEVELOPMENT AGREEMENT

By and Between

City of Ontario
a California municipal corporation

and

JH Bray LLC
a Delaware limited liability company

HCW Lathrop Investors LLC
a Delaware limited liability company

(Development Agreement follows this page)

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

Exempt from Fees Per Gov. Code § 6103

Space above this line for Recorder's Use Only

FILE NO. PDA21-008

DEVELOPMENT AGREEMENT

By and Between

City of Ontario
a California municipal corporation

and

JH Bray LLC
a Delaware limited liability company

HCW Lathrop Investors LLC
a Delaware limited liability company

_____, 2023

San Bernardino County, California

45774.0021C\7810652.1

DEVELOPMENT AGREEMENT NO. PDA21-008

This Development Agreement (hereinafter "Agreement") is entered into effective as of the ____ day of _____, 2023 by and among the City of Ontario, a California municipal corporation (hereinafter "CITY"), and JH Bray LLC, a Delaware limited liability company, and HCW Lathrop Investors LLC, a Delaware limited liability company (collectively hereinafter "OWNER"):

RECITALS

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

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

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

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

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

WHEREAS, all of the procedures of the California Environmental Quality Act have been met with respect to the Project and the Agreement in that West Haven Specific Plan (State Clearinghouse No. 2004071095 (the "FEIR"). The City Council found and determined that the FEIR was prepared in accordance with the requirements of the California Environmental Quality Act and adequately describes the impacts of the project described in the FEIR, which included consideration of this Agreement; and

WHEREAS, this Agreement and the Project are consistent with the CITY's Comprehensive General Plan and the West 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 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.

WHEREAS, Owner's Property is within the boundaries defined in Exhibit A of the Construction Agreement between the CITY and NMC Builders and the Property covered by this Agreement is what is known as a "Phase 2 Water Property" as such, shall be required to provide funding for CITY's future construction of the "Phase 2 Water Improvements" which will result in the availability of additional Net MDD Water Availability required for the development as shown on Exhibit "I-1".

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 superceded, 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 August 16, 2022.

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. 20452 as further described in Exhibit "E" and depicted in Exhibit "F" (the "Infrastructure Improvements Exhibit").

1.1.14 _____"Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations and official policies of CITY governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, timing and phasing of development, the maximum height and size of buildings, the provisions for reservation or dedication of land for public

purposes, and the design, improvement and construction standards and specifications applicable to the development of the Property. "Land Use Regulations" does not include any CITY ordinance, resolution, code, rule, regulation or official policy, governing:

(a) the conduct of businesses, professions, and occupations;

(b) taxes and assessments;

(c) the control and abatement of nuisances;

(d) the granting of encroachment permits and the conveyance of similar rights and interests that provide for the use of or the entry upon public property;

(e) the exercise of the power of eminent domain.

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

1.1.16 "Net MDD" means net maximum daily water demand.

1.1.17 "NMC Builders" means the consortium of investors and developers responsible for the construction of infrastructure within the New Model Colony incorporated as NMC Builders, LLC.

1.1.18 "Model Units" means a maximum of fifteen (15) 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.

1.1.19 "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.

1.1.20 "Phase 2 Water EDUs" means the number of equivalent dwelling units or non-residential square footage assigned to OWERN 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.

1.1.21 "Phase 2 Water Participation Fee" means the fee paid to City upon City approval of the first Development Entitlement for the Project, to fund the Property's respective share of the projected costs of the design and construction of the Phase 2 Water Improvements by City. The Phase 2 Water Participation Fee shall be the calculated amount of the Regional Water DIF for the Project based upon the number of

units, and land use category for residential units or the number of square feet, and land use category for non-residential square footage of the Project.

1.1.~~20~~22 "Production Unit(s)" means all units constructed for sale or lease and occupancy by OWNER and excludes the specified number of Model Units constructed by OWNER for promotion of sales.

1.1.~~21~~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.~~22~~24 "Property" means the real property described on Exhibit "A" and shown on Exhibit "B" to this Agreement.

1.1.~~23~~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.~~24~~26 "Specific Plan" means that certain specific plan adopted by the City Council, and entitled, "West Haven Specific Plan."

1.1.~~25~~27 "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.~~26~~28 "Subsequent Development Approvals" means all Development Approvals required subsequent to the Effective Date in connection with development of the Property.

1.1.~~27~~29 "Subsequent Land Use Regulations" means any Land Use Regulations adopted and effective after the Effective Date of this Agreement.

1.1.~~28~~30 "Water Availability Equivalent (WAE)" means a designated portion of the total Net MDD made available through the construction of each Phase described in the Water Phasing Plan of the Construction Agreement. The number of Water Availability Equivalents (of portions thereof) required for the issuance of each building permit shall be based upon water demand factors and assumptions listed in the Construction Agreement and Construction Agreement Amendment as "Water Availability Equivalents by Land Use" for each land use category.

1.1.31 "Amendment to the Construction Agreement" means the amendment to the Construction Agreement modifying the boundaries of the property in Exhibit A of such Construction Agreement to include the Property covered by this Agreement and to provide for the additional funds required for CITY's future

construction of the "Phase 2 Water Improvements" described in a modification to Exhibit C-3 of the Construction Agreement.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit "A" — Legal Description of the Property.

Exhibit "B" — Map showing Property and its location.

Exhibit "C" — Existing Development Approvals.

Exhibit "D" — Existing Land Use Regulations.

Exhibit "E" — Description of Required Infrastructure Improvements

Exhibit "F" — Depiction of Required Infrastructure Improvements Exhibit

Exhibit "G" - Form of Certificate of Net MDD to be issued by CITY

Exhibit "H" – Form of Certificate of DIF Credit to be issued by CITY

Exhibit "I-1" – Ontario Ranch Water Supply Phasing Plan

Exhibit "I-2" - Water Demand Equivalents by Land Use

Exhibit "J" - 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 and residential use only projects, the OWNER shall have obtained, as applicable, building permits for at least seventy percent (70%) of the actual number of residential units permitted under this Agreement; and

(c) OWNER is not then in uncured default of this Agreement.

2.4 Assignment.

2.4.1 Right to Assign. OWNER shall have the right to sell, transfer or assign the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, et seq.), to any person, partnership, limited liability company, joint venture, firm or corporation at any time during the term of this Agreement; provided, however, that any such sale, transfer or assignment shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement and be made in strict compliance with the following:

(a) No sale, transfer or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer or assignment of all or a part of the Property. 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.

2.5.2 Minor Modification. Upon the written application of OWNER, minor modifications and changes to the Development Plan including modifications to building design or footprint (not affecting minimum setbacks), park and landscape area design may be approved by the Director of the Planning Department without the need to amend this Development Agreement. Other changes in the Development Plan shall be processed pursuant to the City Zoning Ordinance. It is also contemplated by City and OWNER that OWNER may, from time to time, seek amendments to one or more of the Development Approvals. Any such amendments are contemplated by City and OWNER as being within the scope of this Agreement as long as they are consistent with the Land Use Regulations and shall, upon approval by City, continue to constitute the Development Approvals as referenced herein. The parties agree that any such modifications or amendments shall not constitute an amendment to this Agreement nor require an amendment to this Agreement.

2.6 Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

(a) Expiration of the stated term of this Agreement as set forth in Section 2.3.

(b) Entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Agreement.

(c) The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement.

(d) Completion of the Project in accordance with the terms of this Agreement including issuance of all required occupancy permits and acceptance by CITY or applicable public agency of all required dedications.

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement which has occurred prior to such termination or with respect to any obligations which are specifically set forth as surviving this Agreement. Upon such termination, any public facilities and services mitigation fees paid pursuant to Section 4.2 of this Agreement by OWNER to CITY for residential units on which construction has not yet begun shall be refunded to OWNER by CITY.

2.7 Notices.

(a) As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder.

(b) All notices shall be in writing and shall be considered given either: (i) when delivered in person, including, without limitation, by courier, to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below. All notices shall be addressed as follows:

If to CITY:
Scott Ochoa, City Manager
City of Ontario
303 East "B" Street
Ontario, CA 91764

with a copy to:
Ruben Duran, City Attorney

If to OWNER:
Derek Barbour
Richland Communities
3161 Michelson, Suite 425
Irvine, CA 92612
dbarbour@richlandcommunities.com

with a copy to:
Richland Legal Dept.

Best Best & Krieger, LLP
2855 E Guasti Road
Ontario, CA 91761

c/o John Troutman
3161 Michelson, Suite 425
Irvine, CA 92612
jtroutman@richlandinvestments.com

(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.

3.3.1 Infrastructure Improvement Exhibit. Attached hereto as Exhibits "E" and "F" are a description and depiction, respectively, of the improvements needed for the development of the Property. In the event of any discrepancy between Exhibit E and Exhibit F, Exhibit F shall control.

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

3.4.1 Attached hereto as Exhibit "E" and Exhibit "F" are the description and depiction of the infrastructure improvements needed for the development of the Property ("the Infrastructure Improvement Exhibit").

3.4.2 Subject to the prior submittal by OWNER and approval by CITY of a plan to provide sufficient public infrastructure for the construction of a maximum number of fifteen (15) Model Units, private common recreation facilities and sales facilities. CITY may issue a maximum of fifteen (15) 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 with this Agreement but to which the OWNER consents.

3.6.2 Subsequent Development Approvals. This Agreement shall not prevent CITY, in acting on Subsequent Development Approvals, from applying Subsequent Land Use Regulations that do not conflict with the Development

Plan, nor shall this Agreement prevent CITY from denying or conditionally approving any Subsequent Development Approval on the basis of the Existing Land Use Regulations or any Subsequent Land Use Regulation not in conflict with the Development Plan.

3.6.3 Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations, provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce. In the event OWNER alleges that such State or Federal laws or regulations preclude or prevent compliance with one or more provisions of this Agreement, and the CITY does not agree, the OWNER may, at its sole cost and expense, seek declaratory relief (or other similar non-monetary remedies); provided however, that nothing contained in this Section 3.6.3 shall impose on CITY any monetary liability for contesting such declaratory relief (or other similar non-monetary relief).

3.6.4 Intent. The parties acknowledge and agree that CITY is restricted in its authority to limit its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to CITY all of its police power which cannot be so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to CITY all such power and authority which cannot be restricted by contract.

3.7 Public Works; Utilities. If OWNER is required by this Agreement to construct any public works facilities which will be dedicated to CITY or any other public agency upon completion, and if required by applicable laws to do so, OWNER shall perform such work in the same manner and subject to the same requirements as would be applicable to CITY or such other public agency should it have undertaken such construction. As a condition of development approval, OWNER shall connect the Project to all utilities necessary to provide adequate water, recycled water, sewer, gas, electric, and other utility service to the Project. As a further condition of development approval, OWNER shall contract with the CITY for CITY-owned or operated utilities for this purpose, for such price and on such terms as may be available to similarly situated customers in the CITY.

3.7.1 OWNER agrees that development of the Project shall require the construction of storm drain improvements as described in Exhibit E and depicted in Exhibit F. OWNER agrees that no building permits shall be issued by CITY for Production Units prior to completion of the storm drain improvements, as described in Exhibit E and depicted in Exhibit F.

3.7.2 OWNER agrees that development of the Project shall require the construction of street improvements and traffic signal(s), as described in Exhibit E and depicted in Exhibit F. OWNER agrees that no building permits shall be issued by CITY for Production Units prior to completion of the street improvements and traffic signal(s), as described in Exhibit E and depicted in Exhibit F.

3.7.3 OWNER agrees that development of the Property shall require the construction of water and recycled water improvements as described in Exhibit E and depicted in Exhibit F. 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 E and depicted in Exhibit F. OWNER also agrees that recycled water shall be available and utilized by OWNER for all construction-related water uses including prior to, and during, any grading of the Property.

3.7.4 OWNER agrees that development of the Property shall require the construction of sewer improvements, as described in the attached Exhibit E and depicted in Exhibit F. OWNER agrees that no building permits shall be issued by CITY for Production Units prior to completion of the sewer improvements, as described in Exhibit E and depicted in Exhibit F.

3.7.5 OWNER agrees that development of the Property shall require the extension of fiber optic communications improvements as described in the attached Exhibit E and depicted in Exhibit F. OWNER agrees that no building permits shall be issued by CITY for Production Units prior to completion of the fiber optic communication improvements, as described in Exhibit E and depicted in Exhibit F.

3.7.6 OWNER agrees that development of the Property shall require the construction of the Southern California Edison (SCE) trail described in the attached Exhibit E and depicted in Exhibit F. OWNER agrees that the occupancy of the last Production Unit with the property will not be released prior to completion of the trail improvements, as described in Exhibit E and depicted in Exhibit F. OWNER shall make their best reasonable efforts to receive right-of-way approvals or licenses from SCE and/or other agencies to complete the SCE trail improvements. OWNER shall provide periodic updates to CITY every ninety (90) days, or upon written request from the CITY.

3.8 Acquisition of Offsite Provision of Real Property Interests. In any instance where OWNER is required by any Development Approval or Land Use Regulation and the Construction Agreement to construct any public improvement on land not owned by OWNER ("Offsite Improvements"), the CITY and OWNER shall cooperate in acquiring the necessary legal interest ("Offsite Property") in accordance with the procedures set forth in Section 2.4 of the Construction Agreement. This section 3.8 is not intended by the parties to impose upon the OWNER an enforceable duty to acquire land or construct any public improvements on land not owned by OWNER, except to the extent that the

OWNER elects to proceed with the development of the Project, and then only in accordance with valid conditions imposed by the CITY upon the development of the Project under the Subdivision Map Act or other legal authority.

3.8.1 CITY Acquisition of Non-Construction Agreement Offsite Property. In the event OWNER is required to construct any public improvements on land not owned by OWNER, but such requirement is not based upon the Construction Agreement, Sections 3.8.1 and 3.8.2 shall control the acquisition of the necessary property interest(s) ("Non-Construction Agreement Offsite Property"). If the OWNER is unable to acquire such Non-Construction Agreement Offsite Property, and following the written request from the OWNER to CITY, CITY agrees to use reasonable and diligent good faith efforts to acquire the Non-Construction Agreement Offsite Property from the owner or owners of record by negotiation to the extent permitted by law and consistent with this Agreement. If CITY is unable to acquire the Non-Construction Agreement Offsite Property by negotiation within thirty (30) days after OWNER'S written request, CITY shall, initiate proceedings utilizing its power of eminent domain to acquire that Non-Construction Agreement Subject Property at a public hearing noticed and conducted in accordance with California Code of Civil Procedure Section 1245.235 for the purpose of considering the adoption of a resolution of necessity concerning the Non-Construction Agreement Offsite Property, subject to the conditions set forth in this Section 3.8. The CITY and OWNER acknowledge that the timelines set forth in this Section 3.8.1 represent the maximum time periods which CITY and OWNER reasonably believe will be necessary to complete the acquisition of any Non-Construction Agreement Offsite Property. CITY agrees to use reasonable good faith efforts to complete the actions described within lesser time periods, to the extent that it is reasonably able to do so, consistent with the legal constraints imposed upon CITY.

3.8.2 Owner's Option to Terminate Proceedings. CITY shall provide written notice to OWNER no later than fifteen (15) days prior to making an offer to the owner of the Non-Construction Agreement Offsite Property. At any time within that fifteen (15) day period, OWNER may, at its option, notify CITY that it wants CITY to cease all acquisition proceedings with respect to that Non-Construction Agreement Offsite Property, whereupon CITY shall cease such proceedings. CITY shall provide written notice to OWNER no later than fifteen (15) days prior to the date of the hearing on CITY'S intent to consider the adoption of a resolution of necessity as to any Non-Construction Agreement Offsite Property. At any time within that fifteen (15) day period, OWNER may, at its option, notify CITY that it wants CITY to cease condemnation proceedings, whereupon CITY shall cease such proceedings. If OWNER does not notify CITY to cease condemnation proceedings within said fifteen (15) day period, then the CITY may proceed to consider and act upon the Non-Construction Agreement Offsite Property resolution of necessity. If CITY adopts such resolution of necessity, then CITY shall diligently institute condemnation proceedings and file a complaint

in condemnation and seek an order of immediate possession with respect to the Non-Construction Agreement Offsite Property.

3.9 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of CITY possess authority to regulate aspects of the development of the Property separately from or jointly with CITY and this Agreement does not limit the authority of such other public agencies. CITY agrees to cooperate fully, at no cost to CITY, with OWNER in obtaining any required permits or compliance with the regulations of other public agencies provided such cooperation is not in conflict with any laws, regulations or policies of the CITY.

3.10 Tentative Tract Maps; Extension. With respect to applications by OWNER for tentative subdivision maps for portions of the Property, CITY agrees that OWNER may file and process tentative maps in accordance with Chapter 4.5 (commencing with Section 66498.1) of Division 2 of Title 7 of the California Government Code and the applicable provisions of CITY's subdivision ordinance, as the same may be amended from time to time. In accordance with the provisions of Section 66452.6 of the Government Code, each tentative subdivision map or tentative parcel map, heretofore or hereafter approved in connection with development of the Property, shall be deemed to have been granted an extension of time to and until the date that is five (5) years following the Effective Date of this Agreement. The CITY's City Council may, in its discretion, extend any such map for an additional period of up to five (5) years beyond its original term, so long as the subdivider files a written request for an extension with the City prior to the expiration of the initial five (5) year term.

4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Property will result in substantial public needs that will not be fully met by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on OWNER that should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on OWNER by providing more fully for the satisfaction of the public needs resulting from the Project.

4.2 Development Impact Fees.

4.2.1 Amount of Development Impact Fee. Development Impact Fees (DIF) shall be paid by OWNER. The Development Impact Fee amounts to be paid by OWNER shall be the amounts that are in effect at the time such amounts are due. Nothing contained in this Agreement shall affect the ability of the CITY to impose new Development Impact Fees or amend the amounts of existing Development Impact Fees. Additionally, nothing contained in this Agreement shall affect the ability of other public agencies that are not controlled by CITY to impose and amend, from time to time, Development Impact Fees established or imposed by such other public agencies, even though such Development Impact Fees may be collected by CITY.

4.2.2 Time of Payment. The Development Impact Fees required pursuant to Subsection 4.2.1 shall be paid to CITY prior to the issuance of building permit for each applicable residential or other unit, except for the Open Space and Habitat Acquisition Development Impact fee, which shall be paid by OWNER to CITY prior to the issuance of a grading permit. Deferral of the payment of Development Impact Fees may be granted pursuant to a separate agreement approved by City pursuant to City policy.

4.2.3 Parkland and Quimby Act Fees. Pursuant to the General Plan (Ontario Plan) Goal PR1, Policy PR1-5 (achievement of a park standard of 5 acres of parkland per 1,000 residents) OWNER shall provide improved parks, developed in accordance with the City's park standards in an amount equal to two (2) acres per 1,000 of projected population without credit, reimbursement, offset or consideration from City. 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, at the time the fee becomes due and payable to the City. Such in-lieu fee shall be due and payable prior to the issuance of the first building permit for Production Units issued to OWNER. Any park dedication and/or improvements in excess of such two (2) acres per thousand standard, provided such park has been developed in accordance with the City's park standards and is open to the public generally, shall entitle OWNER to a credit toward its obligations under the Quimby Act (Gov. Code, § 64477) and the City's implementing ordinance and/or resolution (collectively "**Quimby Act Obligations**"), and to the extent OWNER's Quimby Act Obligations are satisfied, OWNER shall be entitled to have the City acquire such developed and publicly available parks as Non-Program Interests in accordance with Section 4.3.3 below.

4.2.4 Parkland Required and Provided. Tract Map No. 20452 includes ninety-five (95) single-family detached units and ninety-six (96) single-family attached units requiring 1.37 acres of improved park per Section 4.2.3 above. Tract Map No. 20452 provides 1.79 acres of improved park satisfying the CITY's park standards.

4.3 Responsibility for Construction of Public Improvements.

4.3.1 Timely Construction of Public Infrastructure. The phasing of the areawide infrastructure construction within the New Model Colony will be as approved by the CITY. OWNER shall be responsible for the timely construction and completion of all public infrastructure required for the Project as shown 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 each Tract Map, shall be completed and operational prior to, and as a condition precedent to, OWNER requesting and CITY's granting of the first building permit for Production Units for each such Tract Map. All Infrastructure and Improvements shall be completed as required by the Subdivision Agreement/Tract Map conditions for Tract Map No. 20452.

4.3.1.1 SCE Trail. Per the Conditions of Approval for Tract Map No. 20452, OWNER is responsible for design and construction of a multipurpose trail within the Southern California Edison (SCE) Corridor, from the northern boundary of the of the Tract Map to the southern boundary, prior to completion of the last Production Unit within the Property. OWNER shall make their best reasonable efforts to receive right-of-way approvals or licenses from SCE and/or other agencies to complete the SCE trail improvements. OWNER shall provide periodic updates to CITY every ninety (90) days, or upon written request from the CITY.

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 obligations shall also be subject to the provisions of a separate Fee Credit Agreement. CITY and OWNER agree that the Fee Credit Agreement between CITY and OWNER shall comply with CITY's adopted policies applicable to such agreements.

4.3.4 Construction of Public Infrastructure by Third Parties. CITY and OWNER acknowledge the Improvements described in Exhibit E and depicted in Exhibit F are required for the development of the Property, 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. Additionally, OWNER and CITY agree that a portion of the improvements described in Exhibit E and depicted in Exhibit F, may be constructed by others. If such improvements are constructed by 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 or pay for those Improvements constructed and completed by others and accepted by CITY.

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 4.4.2.5. For the purposes of this Section, any term not defined in this Agreement shall be as defined by California Community Redevelopment Law (California Health and Safety Code Section 33000 et seq.).

4.4.2 Affordability Spread. Of the total number of residential dwelling units specified in Section 4.4.1, to be constructed or rehabilitated pursuant to Sections 4.4.2.1 or 4.4.2.2 respectively, thirty percent (30%) shall be available to very low income, thirty percent (30%) shall be available to low income and forty percent (40%) shall be available to moderate income households. "**Households**" shall be as defined by California Health and Safety Code Section 50053.

4.4.2.1 New Construction. If OWNER elects to fully or partially satisfy the affordable housing requirement by the construction of new residential units, it shall construct and restrict the affordability of residential dwelling units within its Project or, at OWNER's option and with the approval of the City, within another project elsewhere within the City. The affordable units constructed shall be intermingled with other units as part of the Project, and shall be built to the same construction, design and aesthetic standards, as well as number of rooms, as other units constructed as part of that OWNER's Project. In addition, the percentage ratio of affordable units offered for sale versus those offered for rent shall equal the percentage ratio of other units offered for sale versus for rent within OWNER's Project. Such construction shall be completed no later than the date that is five (5)

years following the issuance of the first building permit for OWNER's Project; provided however that to the extent OWNER has not constructed the required percentage of units, based on the number of building permits for non-restricted units, OWNER shall, prior to the issuance of such building permits, provide security (in the form and substance approved by the City Manager and City Attorney) to City in order to ensure the faithful completion of such required percentage of construction of affordable units. If OWNER elects the option of constructing new affordable units, a detailed Affordable Housing Agreement specifying terms for the allowable monthly housing costs or rents (as applicable) and maintenance and occupancy standards shall be prepared, executed and recorded against such units as a condition to the issuance of a building permit. The Affordable Housing Agreement shall hold a recorded priority position senior to any other non-statutory lien or encumbrance affecting the unit.

4.4.2.2 Rehabilitation. If OWNER elects to fully or partially satisfy the affordable housing requirement by the substantial rehabilitation of existing residential units in the City, it shall substantially rehabilitate and restrict the affordability of, the number of residential units specified in Section 4.4.1, provided that such units shall be provided elsewhere within the City. The rehabilitation work shall be substantial and of high quality and shall also address any deferred property maintenance issues on the property. "**Substantial rehabilitation**" shall mean rehabilitated multi-family rented dwelling units with three or more units and the value of the rehabilitation constitutes 25 percent of the after rehabilitation value of the dwelling, inclusive of land value pursuant to Health and Safety Code Section 33413(b)(2)(A)(iii-iv) as such section exists as of the Effective Date of this Agreement. If OWNER chooses the option of rehabilitation of existing housing units within the City, a detailed Affordable Housing Agreement specifying the terms for the allowable month housing costs or rents (as applicable) and maintenance and occupancy standards shall be prepared, executed and recorded against such units as a condition to the issuance of a building permit. Such rehabilitation shall be completed no later than the date that is five (5) years following the issuance of the first building permit for OWNER's Project; provided however that to the extent OWNER has not rehabilitated the required percentage of units, based on the number of building permits, OWNER shall, prior to the issuance of such building permits, provide security (in the form and substance approved by the City Manager and City Attorney) to the City in order to ensure the faithful completion of such required percentage of rehabilitation.

4.4.2.3 In-Lieu Fee. If OWNER has not fully complied with the requirements of Section 4.4.1 by providing the minimum number of affordable units through the construction of new affordable units or by the substantial rehabilitation of existing units, shall pay an "**Affordability In-Lieu Fee**". If OWNER has not provided any affordable residential units by construction or rehabilitation, the Affordability In-Lieu fee shall be equal to

Three Dollars Twelve Cents ($3.12) per square foot of residential development within OWNER's Project or, if pre-paid as set forth below, Two Dollars Seventy Four Cents ($2.74) 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 Three Dollars, Twelve Cents ($3.12) and the Two Dollars Seventy Four Cents ($2.74) per square foot amounts shall automatically be increased annually, commencing on July 1, 2023, and automatically each July 1 thereafter. Such adjustment shall be based on the percentage increase (but no decrease) in the Consumer Price Index (Riverside - San Bernardino - Ontario, CA), (December 2017=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, seven (7) are to be elementary (TK-6) grade schools and one (1) 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 4.4.1.

4.6 Public Services Funding Fee.

4.6.1 Requirement for Payment of Public Services Funding Fee. In order to ensure that the adequate provision of public services, including without limitation, police, fire and other public safety services, are available to the residents of each Project in a timely manner, OWNER shall pay to CITY a "**Public Services Funding Fee**." The Public Services Funding Fee shall apply to residential and non-residential uses as set forth below.

4.6.2 Public Services Funding Fee Amount. OWNER shall pay a Public Services Funding fee in the total amount of Two Thousand Four Hundred Ninety dollars and Seventy Eight Cents ($2,490.78) per residential dwelling unit. The Public Services Funding Fee shall be paid in one (1) installment within one hundred eighty (180) calendar days after the effective date of the Development Agreement or in two (2) installments, at OWNER's option, as follows:

4.6.2.1 First Installment (Residential uses). The First Installment of the Public Services Funding Fee shall be One Thousand Two Hundred Forty Five Dollars and Thirty Nine Cents ($1,245.39) 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 the 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, 2024, 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 (Riverside - San Bernardino - Ontario, CA) (December 2017=100) over the preceding year. Additionally, the amount shall be further increased automatically by the percentage increase in the Consumer Price Index (Riverside - San Bernardino - Ontario, CA) (December 2017=100) on each January 1 thereafter.

4.6.2.2 Second Installment (Residential Uses). The Second Installment of the Public Services Funding Fee shall be One Thousand Two Hundred Forty Five dollars and thirty nine cents ($1,245.39) 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 (Riverside - San Bernardino - Ontario, CA) (December 2017=100) over the preceding year on January 1st of each year, beginning on January 1, 2024. 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 Seventy Five Cents ($.75) 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 (Riverside - San Bernardino - Ontario, CA), (December 2017=100) over the preceding year on January 1st of each year, beginning on January 1, 2024. 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 tract map or issue building permits or certificates of occupancy for the area of development within the New Model Colony served by the water system improvements funded by NMC Builders LLC, except to the bearer of an Assignment of Net MDD Water Availability.

4.7.2 Requirement of NMC Builders, LLC Membership as a Phase 2 Water Member. OWNER and CITY agree that OWNER's' payment to CITY required by Section 4.7.3 below represents OWNER's contribution to the funding required for the future construction of the Phase 2 Water Improvements and the availability of additional Net MDD Water Availability required for the development of the Property described in Exhibit A of this Agreement.

4.7.3 CITY issuance of Water Availability Equivalents. Within 30 days after the effectiveness of this Development Agreement OWNER shall pay or have paid to City the applicable Phase 2 Water Participation Fee. The Phase 2 Water Participation Fee shall be the calculated based on the amount of the Regional Water DIF for the applicable land use category and the square footage of the applicable buildings. The calculated amount of the Phase 2 Water Participation Fee shall be paid to City within 30 days after the effective date of this Agreement or, at OWNER's option, the Phase 2 Water Participation Fee may be paid to City in two (2) installments. The first installment shall be fifty percent (50%) of the total Phase 2 Water Participation Fee and such first installment shall be due and payable to City within 30 days after the effective date of this Development Agreement. The second installment shall be the remaining amount of the Phase 2 Water Participation Fee and such second installment shall be due and payable to City within one (1) year after the payment of the first installment, or prior to, and as a condition precedent to, the recording of any final Tract or 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 to the Construction Agreement "Water Demand Equivalents by Land Use" for each land use category. Additionally, within five (5) business days of CITY's receipt of OWNER's payment as required under this Section 4.7.3, CITY shall issue a certificate of DIF Credit against OWNER's DIF obligations in the Regional Water DIF Category.

~~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, the City's approval of any and all tract maps for the Property. The amount of Net MDD Water Availability Equivalents required for City's approval of a tract map shall be based upon water demand factors and assumptions listed in Exhibit C-2R of the Construction Agreement Amendment as "Water Demand Equivalents by Land Use" for each land use category.~~

~~4.7.3 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.~~

4.7.4 Effectiveness of Agreement. CITY acknowledges that the OWNER is a current "Member" of NMC Builders LLC. OWNER's assignees shall not be required to become a member of NMC. Notwithstanding anything set forth in this Agreement, CITY and OWNER each acknowledge, confirm, and agree that (i) the CITY approval of this Agreement and (ii) the effectiveness of this Agreement, in each case, are conditioned upon OWNER's admission to NMC Builders as a "Member" (if not already a Member) thereof pursuant to the terms and conditions of the operating agreement of NMC Builders within thirty (30) days following the Effective Date of this Agreement. OWNER'S failure to maintain membership in NMC Builders LLC is and shall be a Default under this Agreement.

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 4.6 of this Agreement.

4.8.2 Use of Storm Water Treatment Capacity Availability. The amount of Storm Water Treatment Capacity Availability required for the issuance of a grading

permit to OWNER shall be based upon the Net Residential Acreage of the area to be graded regardless of the corresponding use.

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

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

4.10 Compliance with Public Benefits Requirements.

4.10.1 Failure to Provide Public Benefits. In the event OWNER fails or refuses to comply with any condition referenced in Section 4.1 through 4.9, 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 8.4 hereof, thereby entitling the City to any and all remedies available to it, including, without limitation, the right of the City to withhold OWNER's Project-related building permits, certificates of occupancy, or discretionary approvals, without liability.

5. FINANCING OF PUBLIC IMPROVEMENTS.

5.1 Financing Mechanism(s). In accordance with the Memorandum of Agreement between the CITY and NMC Builders, CITY will cooperate with OWNER in the formation of a CFD, or CFDs, to include all of the Project, to provide a financing mechanism to reimburse the OWNER for funds paid to NMC Builders LLC for OWNER's share of the costs of public infrastructure pursuant to the Construction Agreement and to acquire other public facilities constructed by OWNER subject to the provisions of the Memorandum of Agreement between CITY and NMC Builders LLC. Notwithstanding such reimbursements and acquisitions, OWNER shall remain entitled to DIF Credits as provided for in Article 3 of the Construction Agreement and/or as provided for in a separate Fee Credit Agreement between CITY and OWNER. OWNER agrees that, prior to the recordation of any Tract Map for the Property, the Property shall be included in a CFD to finance City services through annual special taxes that will initially be $1,443.71 per Single Family Detached Dwelling Unit, $1,251.15 per Multiple-Family Dwelling Unit, $1,048.96 per Gated Apartment Community Dwelling Unit, and $0.27 per square foot for Non-Residential buildings. The special tax amount shall be subject to change based on the services tax rate that is in effect at the time such CFD is formed. These amounts shall be subject to an automatic increase at a rate not to

exceed four (4%) percent per year, unless otherwise modified by the CITY. CITY shall be the sole and exclusive lead agency in the formation of any CFD, assessment district or other public financing mechanism within the Property; provided however, that the proceeds of any such CFD, assessment district, or financing mechanism may be used, subject to restrictions that may be imposed by applicable law, for the purposes of acquiring, constructing or maintaining public facilities to be owned or operated by other public agencies, including, without limitation those facilities owned or operated by a school district. In addition to the rights of the CITY pursuant to section 5.2 hereof, CITY shall have the right, but not the obligation, to condition the formation of any CFD, assessment district or other public financing mechanism within the Property on the OWNER mitigating all Project-related impacts to the applicable school district(s) as required by such school district(s). Written evidence by such school district(s) may be required by the CITY as the condition to the formation of any CFD, assessment district or other public financing mechanism within the Property, or any steps preliminary thereto, including, without limitation, the adoption of any resolution of intention to form such CFD, assessment district or other public financing mechanism within the Property. It is not the intent of the parties hereto, by this provision, to prohibit or otherwise limit the City's ability to take any and all necessary steps requisite to the formation of the CFD to finance City services through annual special taxes as set forth in this Section 5.1. Formation of any CFD, assessment district or other public financing mechanism within the Property, shall be subject to CITY's ability to make all findings required by applicable law and complying with all applicable legal procedures and requirements including, without limitation, CITY's public financing district policies as such policies may be amended from time to time. Notwithstanding the foregoing, it is acknowledged and agreed by the parties that nothing contained in this Agreement shall be construed as requiring CITY or the City Council to form any such district or to issue and sell bonds.

6. REVIEW FOR COMPLIANCE.

6.1 Periodic and Special Reviews.

6.1.1 Time for and Initiation of Periodic Review. The CITY shall review this Agreement every twelve (12) months from the Effective Date in order to ascertain the good faith compliance by the OWNER with the terms of this Agreement. The OWNER shall submit an Annual Monitoring Report to CITY, in a form acceptable to the City Manager, along with any applicable processing charge within ten (10) days after each anniversary date of the Effective Date of this Agreement. Within fifteen (15) days after the receipt of the Annual Monitoring Report, CITY shall review the Annual Monitoring Report. Prior to the expiration of the fifteen (15) day review period, CITY shall either issue a notice of continuing compliance or a notice of non-compliance and a notice of CITY's intent to conduct a Special Review pursuant to Sections 6.1.2 through 6.1.6. Issuance of a notice of continuing compliance may be issued by the City Manager or his designee.

6.1.2 Initiation of Special Review. A special review may be called either by agreement between the parties or by initiation in one or more of the following ways:

(1) Recommendation of the Planning staff;

(2) Affirmative vote of at least four (4) members of the Planning Commission; or

(3) Affirmative vote of at least three (3) members of the City Council.

6.1.3 Notice of Special Review. The City Manager shall begin the special review proceeding by giving notice that the CITY intends to undertake a special review of this Agreement to the OWNER. Such notice shall be given at least ten (10) days in advance of the time at which the matter will be considered by the Planning Commission.

6.1.4 Public Hearing. The Planning Commission shall conduct a hearing at which the OWNER must demonstrate good faith compliance with the terms of this Agreement. The burden of proof on this issue is upon the OWNER.

6.1.5 Findings Upon Public Hearing. The Planning Commission shall determine upon the basis of substantial evidence whether or not the OWNER has, for the period under review, complied in good faith with the terms and conditions of this Agreement.

6.1.6 Procedure Upon Findings.

(a) If the Planning Commission finds and determines on the basis of substantial evidence that the OWNER has complied in good faith with the terms and conditions of this Agreement during the period under review, the review for that period is concluded.

(b) If the Planning Commission finds and determines on the basis of substantial evidence that the OWNER has not complied in good faith with the terms and conditions of this Agreement during the period under review, the Planning Commission may recommend to the City Council to modify or terminate this Agreement.

(c) The OWNER may appeal a determination pursuant to paragraph (b) to the City Council in accordance with the CITY's rule for consideration of appeals in zoning matters generally.

6.2 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.1.6(b), the CITY determines to proceed with modification or termination of this Agreement, the CITY shall give notice to the property OWNER of its intention so to do. The notice shall contain:

(a) The time and place of the hearing;

(b) A statement as to whether or not the CITY proposes to terminate or to modify this Agreement; and

(c) Other information that the CITY considers necessary to inform the OWNER of the nature of the proceeding.

6.3 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, the OWNER shall be given an opportunity to be heard. The OWNER shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on the OWNER. If the City Council finds, based upon substantial evidence in the administrative record, that the OWNER has not complied in good faith with the terms and conditions of the agreement, the City Council may terminate or modify this Agreement and impose those conditions to the action it takes as it considers necessary to protect the interests of the CITY. The decision of the City Council shall be final, subject only to judicial review pursuant to Section 1094.5 of the Code of Civil Procedure.

6.4 Certificate of Agreement Compliance. If, at the conclusion of a Periodic or Special Review, OWNER is found to be in compliance with this Agreement, CITY shall, upon written request by OWNER, issue a Certificate of Agreement Compliance ("Certificate") to OWNER stating that after the most recent Periodic or Special Review and based upon the information known or made known to the Planning Director and City Council that (1) this Agreement remains in effect and (2) OWNER is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a Periodic or Special Review and shall state the anticipated date of commencement of the next Periodic Review. OWNER may record the Certificate with the County Recorder. Whether or not the Certificate is relied upon by assignees or other transferees or OWNER, CITY shall not be bound by a Certificate if a default existed at the time of the Periodic or Special Review, but was concealed from or otherwise not known to the Planning Director or City Council.

7. [RESERVED]

8. DEFAULT AND REMEDIES.

8.1 Remedies in General. It is acknowledged by the parties that CITY would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that CITY shall not

be liable in damages to OWNER, or to any successor in interest of OWNER, or to any other person, and OWNER covenants not to sue for damages or claim any damages:

(a) For any breach of this Agreement or for any cause of action which arises out of this Agreement; or

(b) For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or

(c) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

8.2 Specific Performance. The parties acknowledge that money damages and remedies at law generally are inadequate and specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement and should be available to all parties for the following reasons:

(a) Money damages are unavailable against CITY as provided in Section 8.1 above.

(b) Due to the size, nature and scope of the project, it may not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, OWNER may be foreclosed from other choices it may have had to utilize the Property or portions thereof. OWNER has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate OWNER for such efforts.

8.3 Release. Except for nondamage remedies, including the remedy of specific performance and judicial review as provided for in Section 6.5, OWNER, for itself, its successors and assignees, hereby releases the CITY, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon the CITY because it entered into this Agreement or because of the terms of this Agreement.

8.4 Termination or Modification of Agreement for Default of OWNER. Subject to the provisions contained in Subsections 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, pandemics, 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.

11.22 Prevailing Wage. OWNER, for itself, its successors, and assigns, agrees, covenants, and warrants that the development of the Property, if any, shall comply with all applicable federal and state labor laws (including, without limitation, the requirement under California law to pay prevailing wages and hire apprentices), and all obligations as set forth herein.

11.22.1 CITY makes no representations concerning prevailing wages in compliance with California Labor Code Section 1770 et seq.

11.22.2 OWNER acknowledges and agrees that it shall be independently responsible for reviewing the applicable laws and regulations with respect to the payment of prevailing wages and complying therewith. OWNER shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law.

11.22.3 The foregoing indemnity shall survive termination of this Agreement and shall continue after completion of the construction and development of the Property by OWNER, its successors or assigns. OWNER shall be solely responsible for determining and effectuating compliance with such laws.

11.22.4 OWNER, ON BEHALF OF ITSELF, ITS SUCCESSORS, AND ASSIGNS, WAIVES AND RELEASES CITY FROM ANY RIGHT OF ACTION THAT MAY BE AVAILABLE TO OWNER PURSUANT TO LABOR CODE SECTION 1781 OR THE DAVIS BACON ACT. RELATIVE TO THE WAIVER AND RELEASE CONTAINED IN THIS SECTION 11.22, OWNER ACKNOWLEDGES THE PROTECTIONS OF CIVIL CODE SECTION 1542, WHICH READS AS FOLLOWS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

INITIALS. BY INITIALING BELOW, OWNER KNOWINGLY AND VOLUNTARILY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING WAIVERS AND RELEASES:

_____

(Owner's Initials)

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 NO. PDA21-008

"OWNER"

JH Bray LLC, a Delaware limited liability company

By:_____
Name: John Troutman
Title: Vice President
Date: _____

HCW Lathrop Investors LLC, a Delaware limited liability company

By:_____
Name: John Troutman
Title: Vice President
Date: _____

"CITY"

CITY OF ONTARIO

APPROVED AS TO FORM:
BEST BEST KRIEGER, LLP

_____
City Attorney

By:_____
Scott Ochoa
City Manager

Date: _____

ATTEST:

_____
City Clerk, Ontario

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF_____)

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

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

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

WITNESS my hand and official seal.

Signature_____
Signature of Notary Public

Place Notary Seal Above

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF_____)

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

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

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

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

WITNESS my hand and official seal.

Signature_____
Signature of Notary Public

Place Notary Seal Above

EXHIBIT "A"
TO DEVELOPMENT AGREEMENT

Legal Description of Property

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

THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER GOVERNMENT SURVEY.

SAVING AND EXCEPTING THEREFROM ALL STATE AND COUNTY HIGHWAYS.

APN: 0218-151-10-0-000

EXHIBIT "B"
TO DEVELOPMENT AGREEMENT

Map showing Property and its location

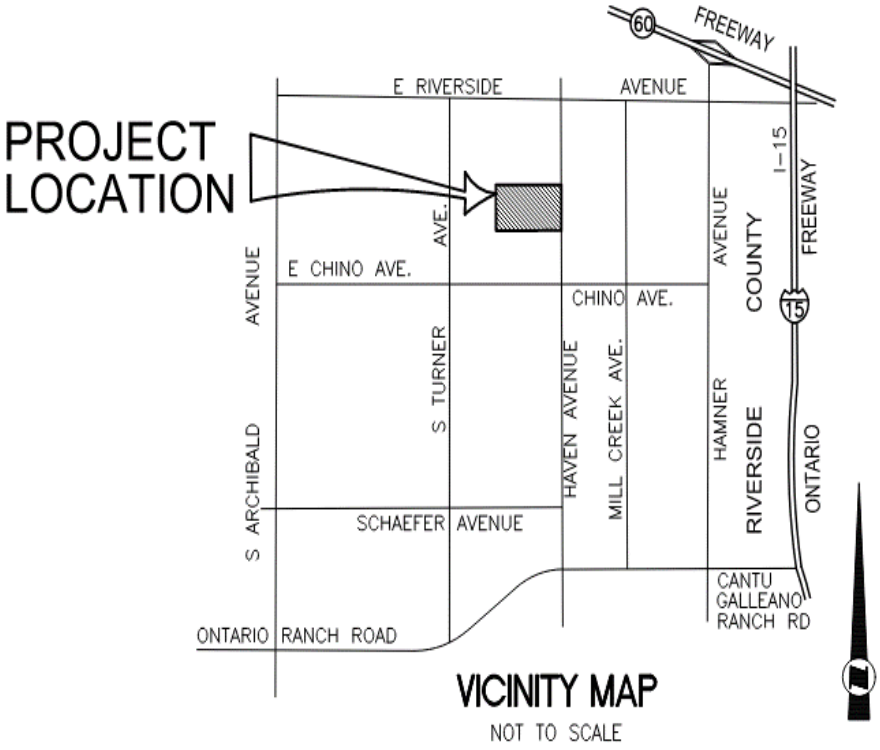


EXHIBIT "C"
TO DEVELOPMENT AGREEMENT

Existing Development Approvals

On December 18, 2006, the Planning Commission**:**

a) Issued Resolution No. PC06-166, recommending City Council adopt and certify the West Haven Specific Plan Environmental Impact Report; and

b) Issued Resolution No. PC06-167, recommending City Council approval of the West Haven Specific Plan (File No. PSP03-006).

On January 16, 2007, the City Council**:**

a) Adopted and certified the West Haven Specific Plan Environmental Impact Report and issued Resolution No. 2007-010; and

b) Adopted Ordinance No. 2870 approving the West Haven Specific Plan.

EXHIBIT "D"
TO DEVELOPMENT AGREEMENT

Existing Land Use Regulations

These documents are listed for reference only:

1. West Haven Specific Plan, Ordinance No. 2870
2. West Have Environmental Impact Report, Resolution No. 2007-010
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 and Recreation

EXHIBIT "E"
TO DEVELOPMENT AGREEMENT

Description of Required Improvements

OWNER shall design, construct, and complete all improvements including but not limited to sewer, water, recycled water, storm drain, fiber, and street improvements necessary to serve the Property, prior to the request of any Production Units.

Street (ST) Improvements

a. ST improvements along Haven Avenue from the northern tract boundary to the southern tract boundary.

b. Full signalized intersection improvements at the intersection of Street “E” and Haven Avenue.

Fiber Optic (FO) Improvements

a. FO improvements along Haven Avenue from the northern tract boundary to the southern tract boundary.

Trail Improvements (within SCE ROW)

a. Trial improvements from the northern boundary of the of the Tract Map to the southern boundary, pursuant to Section 3.7.6.

EXHIBIT "F"
TO DEVELOPMENT AGREEMENT

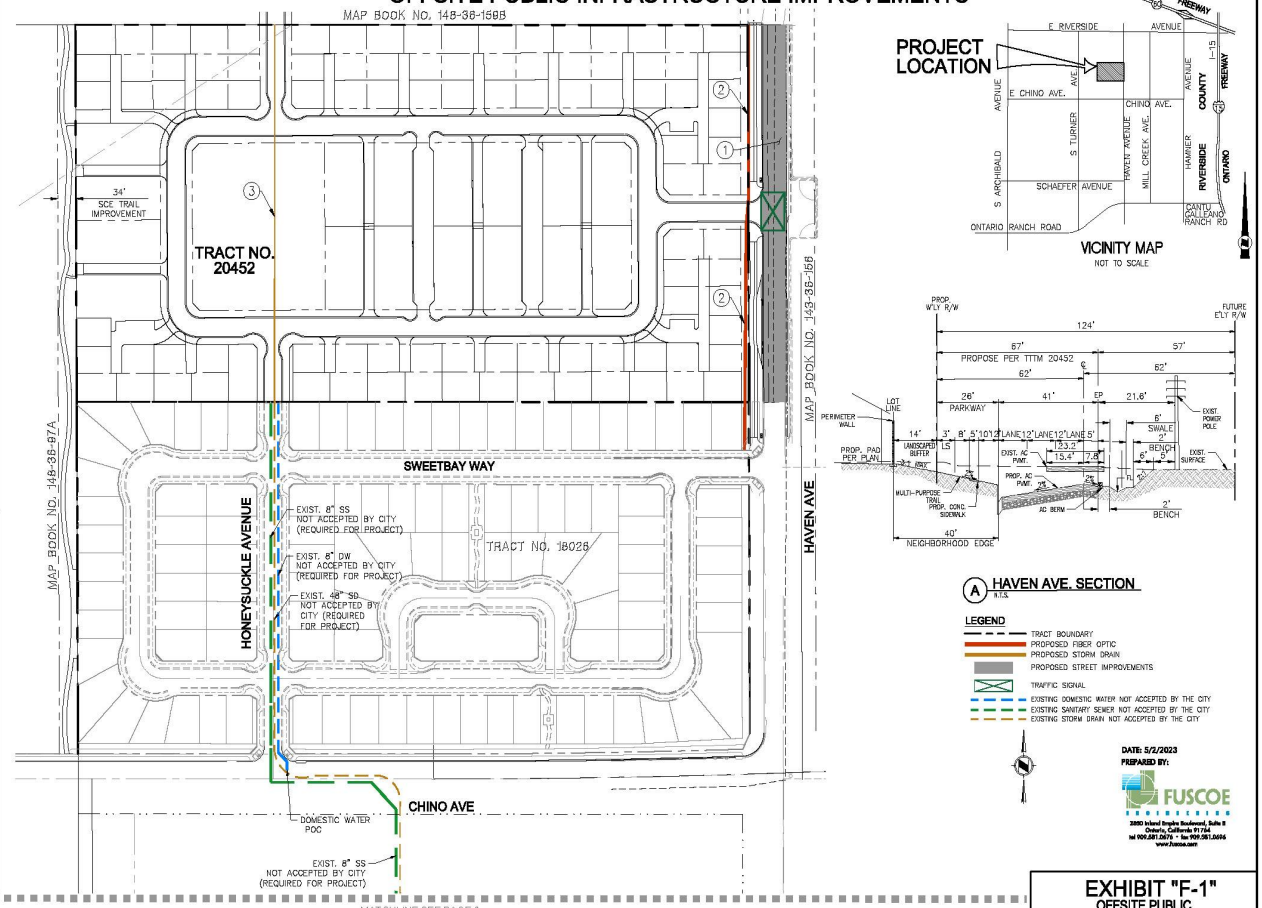
Depiction of Required Infrastructure Improvements

(SEE ATTACHED EXHIBITS)

TENTATIVE TRACT MAP 20452

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

OFFSITE PUBLIC INFRASTRUCTURE IMPROVEMENTS



VICINITY MAP
NOT TO SCALE

A HAVEN AVE. SECTION
N.T.S.

LEGEND

- TRACT BOUNDARY
- PROPOSED FIBER OPTIC
- PROPOSED STORM DRAIN
- PROPOSED STREET IMPROVEMENTS
- TRAFFIC SIGNAL
- EXISTING DOMESTIC WATER NOT ACCEPTED BY THE CITY
- EXISTING SANITARY SEWER NOT ACCEPTED BY THE CITY
- EXISTING STORM DRAIN NOT ACCEPTED BY THE CITY

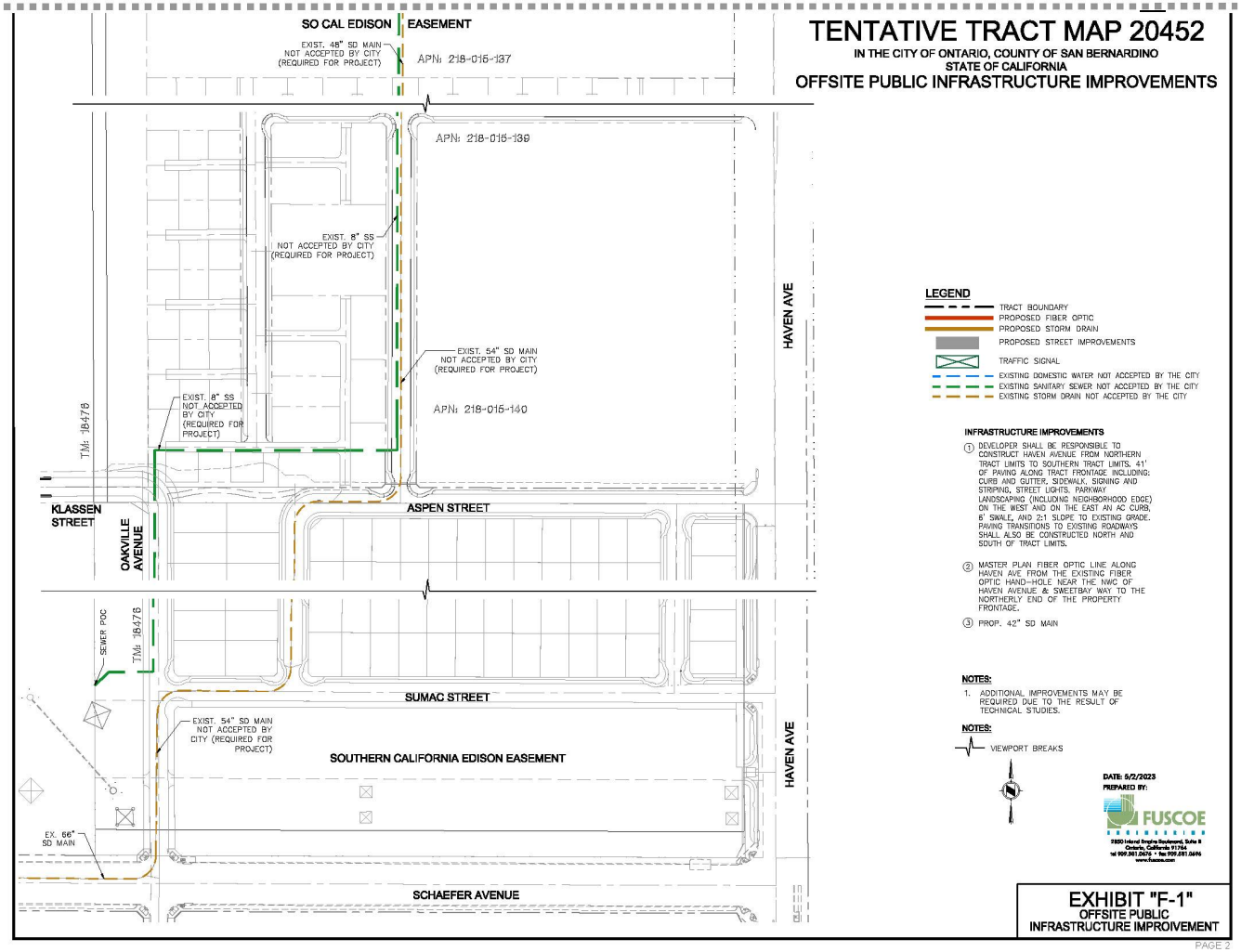
DATE: 5/2/2023
PREPARED BY:

FUSCOE ENGINEERING
3880 Inland Empire Boulevard, Suite B
Ontario, California 91764
tel 909.581.8579 • fax 909.581.8696
www.fuscoe.com

EXHIBIT "F-1"
OFFSITE PUBLIC INFRASTRUCTURE IMPROVEMENT

PAGE 1

MATCHLINE SEE PAGE 1



PAGE 2

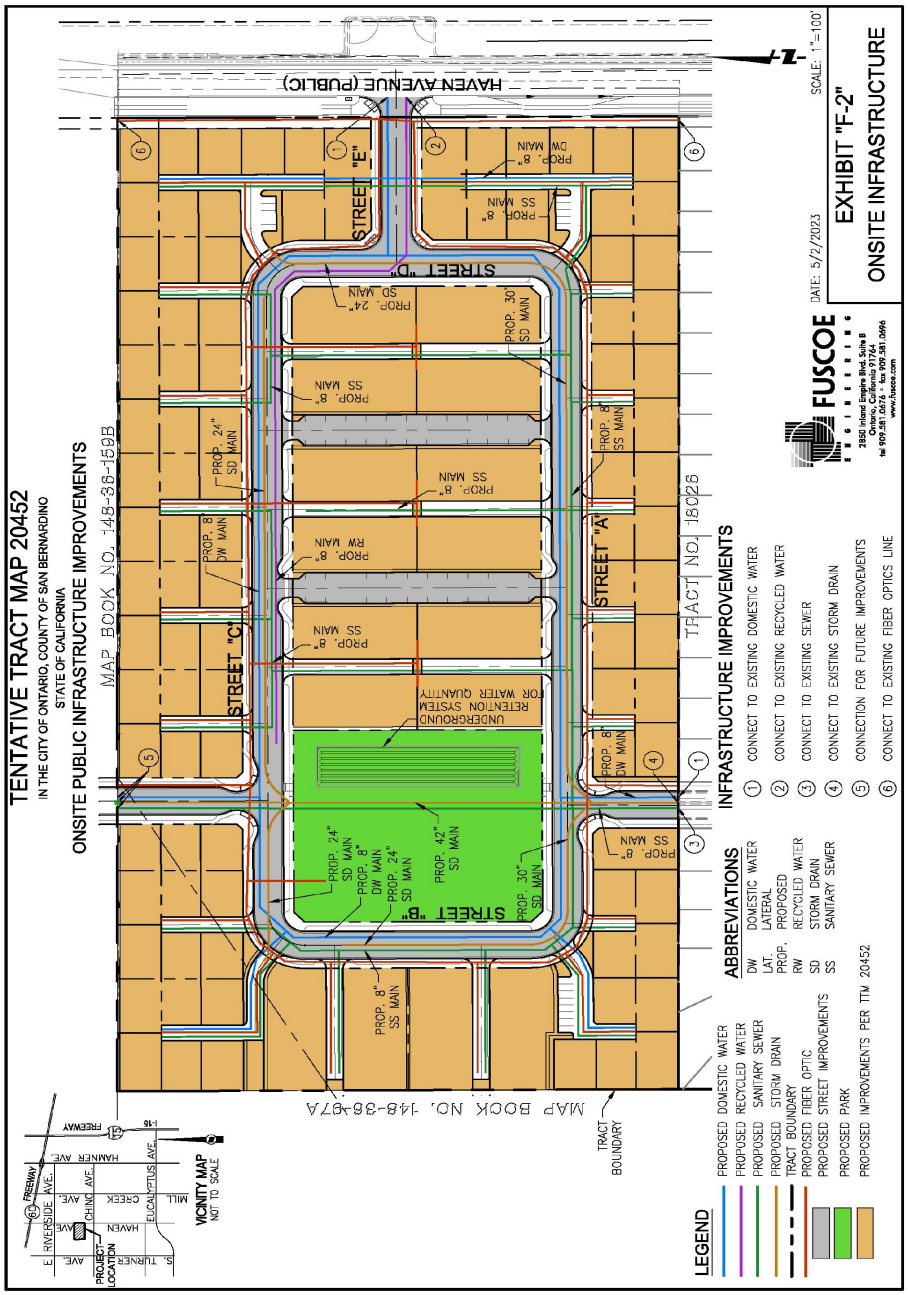

TENTATIVE TRACT MAP 20452
IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA
ONSITE PUBLIC INFRASTRUCTURE IMPROVEMENTS
MAP BOOK NO. 148-38-159B
MAP BOOK NO. 148-38-97A
TRACT NO. 18026
HAVEN AVENUE (PUBLIC)
STREET "A"
STREET "B"
STREET "C"
STREET "D"
STREET "E"
PROP. 24" SD MAIN
PROP. 8" DW MAIN
PROP. 8" SS MAIN
PROP. 8" RW MAIN
PROP. 30" SD MAIN
PROP. 42" SD MAIN
UNDERGROUND RETENTION SYSTEM FOR WATER QUANTITY
TRACT BOUNDARY
VICINITY MAP
NOT TO SCALE
PROJECT LOCATION
FREEWAY
HAMNER AVE.
RIVERSIDE AVE.
CHINO AVE.
CREEK AVE.
MILL AVE.
EUCALYPTUS AVE.
HAVEN AVE.
TURNER AVE.
LEGEND
PROPOSED DOMESTIC WATER
PROPOSED RECYCLED WATER
PROPOSED SANITARY SEWER
PROPOSED STORM DRAIN
TRACT BOUNDARY
PROPOSED FIBER OPTIC
PROPOSED STREET IMPROVEMENTS
PROPOSED PARK
PROPOSED IMPROVEMENTS PER TTM 20452
ABBREVIATIONS
DW DOMESTIC WATER
LAT. LATERAL
PROP. PROPOSED
RW RECYCLED WATER
SD STORM DRAIN
SS SANITARY SEWER
INFRASTRUCTURE IMPROVEMENTS
1 CONNECT TO EXISTING DOMESTIC WATER
2 CONNECT TO EXISTING RECYCLED WATER
3 CONNECT TO EXISTING SEWER
4 CONNECT TO EXISTING STORM DRAIN
5 CONNECTION FOR FUTURE IMPROVEMENTS
6 CONNECT TO EXISTING FIBER OPTICS LINE
FUSCOE
2850 Inland Empire Blvd, Suite B
Ontario, California 91764
tel 909.581.6576 • fax 909.581.0696
www.fuscoe.com
DATE: 5/2/2023
EXHIBIT "F-2"
ONSITE INFRASTRUCTURE
SCALE: 1"=100'

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"
TO DEVELOPMENT AGREEMENT

FORM OF CERTIFICATE OF REGIONAL DIF CREDIT

Pursuant to Section 4.5.2 of this Agreement by and between the City of Ontario and _____, dated _____, 201 , the terms and definitions of which are hereby incorporated herein by this reference and hereinafter called the "Development Agreement', the City of Ontario hereby certifies that OWNER is entitled to the following amount and nature of DIF Credits in the Regional Water DIF Infrastructure Category:

Amount of Credit: _____ $ _____

_____
Scott Ochoa, City Manager

Dated: _____

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Exhibit "I-1"
TO DEVELOPMENT AGREEMENT

ONTARIO RANCH
WATER SUPPLY PHASING PLAN

Phase 2	Water Availability Equivalency	Estimated Net MDD Available[1]
Phase 2 A		
Supply & Storage		
1. 1 - Additional Ground Water Well and Collection lines - Design and Construction	8,250 gpm[2]	**7,750 gpm[2]**
Pipelines (Transmission & Distribution)[2]		
2. 925 Zone Transmission lines – Design and Construction		
3. Temporary Pressure Reducing Station[3] – Design and Construction		
Phase 2B		
Supply & Storage		
4. 1 – Additional Ground Water Well and Collection lines – Design and Construction	10,500 gpm[2]	**9,860 gpm[2]**
5. 1 – 6 million gallon Reservoir – 925 Zone – Design and Construction		

(1) Upon Completion of the construction of all of the improvements described for each Phase a Certificate of Net MDD Availability shall be issued to Developer for the corresponding amount of Net MDD. Net MDD means the maximum daily demand on the potable water supply, net of the water requirements for public schools and parks. The Water Availability Equivalency includes the estimated requirements for public schools and parks. The amount of Net MDD specified is the cumulative amount for which building permits may be issued upon funding of the corresponding and all preceding Phases of improvements.

(2) The ability of a particular development to utilize Net MDD assigned to it by the Developer will require the completion of design and construction of Master-planned potable and recycled water transmission and distribution pipelines for the respective pressure zone. Other factors may include its location, the particular land use and Water Availability Equivalents assigned to it as specified in Exhibit C-2.

(3) Pressure reducing stations are a component of the pipeline transmission and distribution system.

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EXHIBIT "I-2"
TO DEVELOPMENT AGREEMENT

Available Water Supply - See Exhibit C-1R for Net MDD Available

Table A - Water Demand Equivalents By Land Use

The Ontario Plan	Potable Water			Recycled Water	
Land Use	Water Demand Factor (ADD)		Water Demand Equivalents (WDE)[2]	Recycled Water Demand Factor[1] (ADD)	Recycled Water Demand Of Total Water Demand
	(gpd/du)	(gpd/ac)	(gpm/unit)	(gpd/ac)	(%)
Detached Dwellings (less than 5 units per acre)	544		0.57	900	28%
Detached or Attached Dwellings (between 5 and 11 units per acre)	464		0.48	1,000	21%
Attached Dwellings (between 11 and 25 units per acre)	323		0.34	1,500	18%
High Density Dwellings (25+ units per acre)	152		0.16	1,500	27%
Commercial Lodging	150		0.16	1,700	50%
Retail/Services Uses		2,200	2.29	2,300	51%
Office Uses		3,400	3.54	2,300	40%
Business Park Uses		2,200	2.29	2,200	50%
Industrial Uses		2,000	2.08	2,200	52%
Institutional Use		2,200	2.29	1,600	42%
Parks		1,000	1.04	1,400	58%
Schools		3,500	3.65	1,600	31%

[1]Recycled Water Demands include irrigation for right-of-way (medians and parkways), neighborhood edge, pocket parks, and common areas.

[2] The WDE is based on the Maximum Day Demand (MDD) with a peaking factor of 1.5 in the NMC for all land use categories.

Table B - Example Water Supply Calculation

Land Use	Acres[1] (gross)	Residential Units	WDE Factor (gpm)	Potable MDD (gpm)	Recycled Water ADD (gpm)
Development					
Detached Dwellings (less than 5 units per acre)	1,284	5,061	0.57	2,868	803
Detached or Attached Dwellings (between 5 and 11 units per acre)	369	2,530	0.48	1,223	256
Attached Dwellings (between 11 and 25 units per acre)	194	3,410	0.34	1,147	202
Retail/Services Uses (per acre)[2]	104		2.29	239	166
TOTAL	**1,950**	**11,001**		**5,477**	**1,428**

Three (3) Wells Are required to Support this example, assuming each well produces 2,000 gpm and connection to the Recycled Water System maximizing Recycled Water Use.

[1] Residential Acres are estimated based on the weighted average derived from the average number of units per land use category.

[2] Commercial acreage is calculated from a total square footage of 1,361,000 SF with an average Floor to Area Ratio (FAR) of 0.30 for commercial services in The Ontario Plan.

EXHIBIT "J"
TO DEVELOPMENT AGREEMENT

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Form of Plume Disclosure Letter

CITY OF ONTARIO

ONTARIO MUNICIPAL UTILITIES COMPANY

PAUL S. LEON
MAYOR

DEBRA DORST-PORADA
MAYOR PRO TEM

ALAN D. WAPNER
JIM W. BOWMAN
RUBEN VALENCIA
COUNCIL MEMBERS

AL C. BOLING
CITY MANAGER

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT BURTON
UTILITIES GENERAL MANAGER

March 2017

DISCLOSURE NOTICE
SOUTH ARCHIBALD TRICHLOROETHYLENE PLUME

Dear Property Owner/Developer/Applicant:

The City of Ontario ("City") has approved or will be approving development in the Ontario Ranch area in the next few years, subject to the appropriate and required statutory process. This letter is intended to serve as notice to all potential property owners of the existence of a groundwater plume, known as the South Archibald Trichloroethylene (TCE) Plume which may exist in, under or near owner's property.

The groundwater plume is in an area in the central Chino Basin south of the Pomona Freeway, west of Turner Avenue, east of Grove Avenue, and north of Kimball Avenue. The plume primarily consists of TCE, a discontinued industrial solvent, and is subject to a clean-up under the oversight and direction of the Santa Ana Regional Water Quality Control Board ("Regional Board").

The Regional Board's approved clean-up procedure involves the removal and treatment of groundwater containing TCE via groundwater wells to reduce the plume concentrations and control its migration. In addition, the City is providing potable water supplies for domestic purposes to residences with private domestic wells affected by the plume. Finally, the Regional Board will continue to monitor all impacted areas and private domestic wells to ensure that residents' health and the environment are properly safeguarded. These remedial actions are documented in a Remedial Action Plan approved by the Regional Board in September 2016.

Further and current information may be found on the Regional Board's Geotracker website at https://geotracker.waterboards.ca.gov/profile_report?global_id=T10000004658.

Property owners may wish to include this letter as a part of a Real Estate Transfer Disclosure under California Civil Code Section 1102 et seq.

1425 SOUTH BON VIEW · ONTARIO, CALIFORNIA 91761-4406 · (909) 395-2605 · FAX (909) 395-2601

CITY OF ONTARIO *Agenda Report* **August 15, 2023**	**SECTION:** **CONSENT CALENDAR**
Department: Utilities Prepared By: Dennis Mejia Staff Member Presenting: Scott Burton, Utilities General Manager Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 25

SUBJECT: A REIMBURSEMENT AGREEMENT FOR SEWER IMPROVEMENTS BETWEEN THE CITY OF ONTARIO AND HDC CONSTRUCTION, INC.

RECOMMENDATION: That the City Council adopt a Resolution approving a Reimbursement Agreement (Agreement) between the City of Ontario (City) and HDC Construction, Inc. (Developer), and authorize the City Manager or designee to execute the Agreement and all other documents required for implementation of the Agreement.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner
Invest in the Growth and Evolution of the City's Economy
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

FISCAL IMPACT: The proposed Agreement will provide for reimbursement of actual documented infrastructure-related costs not-to-exceed $594,982. The next quarterly budget update will include appropriations of $228,982 in the Capital Projects fund and $366,000 in the Sewer Capital fund.

BACKGROUND & ANALYSIS: The Developer is constructing a 2,800 square foot industrial building on 0.18 acres of land at the southeast corner of Ontario Boulevard and Bon View Avenue. This parcel and several surrounding parcels do not have an adjacent main to provide for sewer service. Parcels without sewer service are commonly on septic systems which have been identified as a threat to groundwater quality. As a requirement for development of the parcel, the Developer constructed approximately 500 feet of 8-inch sewer main on Bon View Avenue to the south instead of utilizing a septic system.

The City's sewer system includes approximately 440 miles of mains. The Sewer Master Plan identifies various capital needs which are prioritized based on existing capacity deficiencies and deterioration, improvements for future growth, and the current level of maintenance activities required to provide adequate and reliable service. The City's ongoing Capital Improvement (CIP) Program includes the installation and replacement of certain sewer mains to address aging and undersized infrastructure. An upcoming objective of the sewer CIP program is to strategically extend sewer mains to areas where septic systems exist while balancing the length/cost of the

main with the benefits to groundwater quality.

Based on the need for a sewer for the Developer's project and the opportunity to extend sewer service to other surrounding customers, Staff worked with the Developer to construct the needed sewer on a reimbursement basis from the General Fund and Sewer CIP Program.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING A REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND HDC CONSTRUCTION, INC, FOR COSTS ASSOCIATED WITH THE CONSTRUCTION OF VARIOUS PUBLIC IMPROVEMENTS RELATING TO STORM DRAINAGE, SIDEWALKS, STREETS, AND PIPING, DRY UTILITIES, AND DOMESTIC WATER AND SEWER SERVICE ON OR NEAR PROPERTY LOCATED AT 902 EAST ONTARIO BOULEVARD.

WHEREAS, HDC CONSTRUCTION, INC, ("Developer") desires to construct an industrial building totaling 2,800 square feet on 0.18 acres of land (the "Project"), on property located at 902 East Ontario Boulevard within the City of Ontario ("Property"); and

WHEREAS, the City has a separate, standalone Capital Improvement Program project under which the City intends to upgrade and install public improvements on, in, and under the Property relating to storm drainage, sidewalks, streets and striping, dry utilities, and domestic sewer and water service ("Public Improvements"). These Public Improvements will ultimately benefit the Property. These Public Improvements will also benefit other properties in the area and further the goals and objectives of the City's general plan by investing in critical infrastructure; and

WHEREAS, it has come to the attention of City and Developer that Developer is willing and able to upgrade and install the Public Improvements faster than the City. Therefore, the City included the Public Improvements in the conditions of approval for the Project and City and Developer desire to enter into a reimbursement agreement in order for Developer to upgrade and install the Public Improvements, and in order for the City to reimburse Developer for certain expenses related thereto in accordance with the terms of the reimbursement agreement; and

WHEREAS, City and Developer have negotiated a reimbursement agreement to reimburse Developer for an amount not to exceed Five Hundred Ninety-Four Thousand, Nine Hundred Eighty-One Dollars and Seventy-Five Cents ($594,981.75) in general funds to offset actual documented infrastructure-related costs associated with construction of the Public Improvements, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference (the "Reimbursement Agreement"); and

WHEREAS, based on information provided by City staff, and other such written and oral evidence as presented to the City, the City finds and determines that the allocation of funds to Developer pursuant to the Reimbursement Agreement is reasonably related to a legitimate governmental purpose in that the Public Improvements will assist the City for the reasons set forth above and in furtherance of the City's goal of identifying various capital needs which are prioritized based on existing sewer capacity deficiencies and deterioration, improvements for future growth, and the current level of maintenance activities required to provide adequate and reliable service, in addition to, strategically extend sewer mains to areas where septic systems exist while balancing the length/cost of the main with the benefits to groundwater quality; and

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

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

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

SECTION 2. CEQA. Pursuant to the California Environmental Quality Act ("CEQA") (Pub. Res. Code, § 21000 et seq.) and the State CEQA Guidelines (Cal. Code Regs, tit. 14 § 15000 et seq.). The environmental impacts of this project were previously reviewed in conjunction with File No. PDEV19-003, a Development Plan to construct a 2,886 square industrial building, for which a Categorically Exempt (Section 15332, Class 32, Infill Development Projects) of the CEQA Guidelines was adopted by the Development Advisory Board on September 16, 2019.

SECTION 3. Approval of Reimbursement Agreement. The City Council hereby approves the Reimbursement Agreement, in substantially the form attached to this Resolution as Exhibit "A," and authorizes and directs the City Manager to sign and enter into the Reimbursement Agreement and perform all obligations of the City pursuant to the Reimbursement Agreement.

SECTION 4. Severability. If any provision of this Resolution is held invalid, the remainder of this Resolution shall not be affected by such invalidity, and the provisions of this Resolution are severable.

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

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

PASSED, APPROVED, AND ADOPTED this 15th day of August 2023.

_____
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. 2023- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held August 15, 2023 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. 2023- duly passed and adopted by the Ontario City Council at their regular meeting held August 15, 2023.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

REIMBURSEMENT AGREEMENT
(BON VIEW)

This Reimbursement Agreement ("**Agreement**") is dated as of _____ ___, 2023, by and between the CITY OF ONTARIO, a California municipal corporation ("**City**"), and HDC CONSTRUCTION, INC, a California corporation ("HDC"). City and HDC are sometimes referred to herein as the "Parties" or individually as a "Party". City and HDC enter into this Agreement with reference to the following recitals of fact (each, a "**Recital**"):

RECITALS

A. HDC desires to construct an industrial building totaling 2,800 square feet on 0.18 acres of land (the "**Project**"), on property located at 902 East Ontario Boulevard within the City ("**Property**").

B. The City has a separate, standalone Capital Improvement Program project under which the City intends to upgrade and install public improvements on, in, and under the Property relating to storm drainage, sidewalks, streets and striping, dry utilities, and domestic sewer and water service which are described in **Exhibit "A**,**"** which is attached hereto and incorporated herein by reference (together, the "**Public Improvements**"). These Public Improvements will ultimately benefit the Property. These Public Improvements will also benefit the surrounding properties.

C. However, it has come to City's attention that HDC is willing and able to upgrade and install the Public Improvements faster than City can. Therefore, City and HDC desire to enter into this Agreement in order for HDC to upgrade and install the Public Improvements, and in order for City to reimburse HDC for certain expenses related thereto in accordance with the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and the mutual benefits to be derived therefrom, the Parties agree as follows:

TERMS

1. Incorporation of Recitals. The Parties agree that the Recitals constitute the factual basis upon which City and HDC have entered into this Agreement. City and HDC each acknowledge the accuracy of the Recitals and agree that the Recitals are incorporated into this Agreement as though fully set forth at length.

2. Reimbursement of Costs; Selection of General Contractor; Change Orders. In light of the benefit the Public Improvements will provide to the City, City intends to provide, through this Reimbursement Agreement, funding in an amount not to exceed Five Hundred Ninety-Four Thousand, Nine Hundred Eighty-One Dollars and Seventy-Five Cents ($594,981.75) ("**City Financial Consideration**") to offset actual documented infrastructure-related costs associated with the construction of the Public Improvements, including but not limited to funding for actual documented costs for interest on the loan HDC obtains to construct the Public Improvements, and certain actual documented costs of

overhead items for the Public Improvements, as limited by this Agreement. City shall only reimburse HDC for actual documented costs of the following overhead items: fees, investigation, planning, permitting fees, bond costs, insurance, attorneys fees and material costs ("Overhead Items"). City shall reimburse HDC for Overhead Items in an amount not to exceed five percent (5%) of HDC's total actual documented infrastructure-related costs on a per invoice basis. Unless approved by the City Council, the City shall not reimburse HDC for any amount greater than the City Financial Consideration.

Once a permit-ready-to-issue set of plans is achieved, then HDC will provide an estimate, including a twenty percent (20%) contingency, for the estimated work, bond costs, permitting costs, project specific insurance, as well as a schedule for the work to the City. Upon receipt, if City has any objections to the estimate, the City and HDC agree to meet and revise the estimate and schedule in good faith to address the concerns of the City. If City does not object to the estimate in writing within thirty (30) days of delivery, then the estimate will be deemed to be accepted and City agrees to pay the estimated costs therein per the process in Section 2.1 below.

Upon City approval of the plans, HDC shall obtain three (3) qualified general contractor bids and provide such bids to the City, with HDC's recommendation, for City's approval, which shall not be unreasonably delayed or withheld.

To the extent that the contingency is exceeded due to an increase in the cost of materials, unforeseen conditions, rain or weather delays, or other conditions out of HDC's or its subcontractors' control, then HDC may identify those costs which exceed the contingency and shall submit change orders pursuant to the same process set forth in Section 2.1 below.

The intention of this agreement is to have the City, after review and approval of appropriate documentation submitted by HDC, repay HDC for actual documented infrastructure-related costs associated with construction of the Public Improvements.

2.1 In order to receive the City Financial Consideration, HDC shall submit to the City a written request for funds up to the amount of the City Financial Consideration ("Payment Request"). The City shall review the Payment Requests, and if approved, the City shall authorize and pay such Payment Request to HDC within twenty (20) days thereafter. The City's approval shall be given if the City determines, in the exercise of its reasonable judgment, that the costs set forth on the Payment Request are reasonable and customary. The City's obligation to approve a Payment Request shall be contingent upon the City's receipt and approval, which shall not be unreasonably withheld or delayed, of the following, if applicable:

(a) The Payment Request, which shall include a description of the work performed, material supplied and cost associated therewith;

(b) Conditional waivers and releases of mechanics' liens, stop notice claims or other lien claim rights;

(c) Bills, invoices, vouchers, statements, contracts, bid specifications and responses and all other documents evidencing the amount paid by HDC for the

preceding month;

(d) Evidence of inspection and acceptance by the City's Building Department of the Public Improvements to which the Payment Request pertains or evidence of approval of all required plans by the City's Building Department for the Improvements; and

(e) Additionally, for Payment Requests including or pertaining to any actual documented costs for interest on the loan HDC obtains to construct the Public Improvements, copies of all loan documents and copies of HDC'S bank statements for the relevant time period; and

(f) Additionally, for Payment Requests including or pertaining to any actual documented costs of Overhead Items a line-item description of each Overhead Item, and the individualized costs associated therewith; and

(g) Any other document, requirement, evidence or information in HDC's possession or under HDC's control that City may reasonably request.

2.2 The City shall waive any plan check and construction permit fees associated with the Public Improvements and may, at its cost, cause an inspection of the Public Improvements work and a verification of the work completed. HDC's, or HDC's lender as applicable, shall inspect the Public Improvements regularly and confirm that the Payment Requests and conditional waivers and releases (described in Section 2.1(b) above) are accurate and submitted timely.

3. HDC's Obligation to Construct Public Improvements. In consideration for City's reimbursement obligations under this Agreement, HDC shall, at its sole cost, expense and liability, construct the Public Improvements subject to reimbursement pursuant to this Agreement. HDC shall promptly construct the Public Improvements pursuant to the Schedule of Performance attached hereto as **Exhibit "B"** and incorporated herein by this reference.

4. Prevailing Wage Obligation. HDC is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Public Improvements under this Agreement are a "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, HDC agrees to fully comply with such Prevailing Wage Laws and ensure any and all subcontractors comply with such Prevailing Wage Laws. City shall provide HDC with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement, and copies are on file at City's principal office and will be made available upon request. HDC shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services available to interested parties upon request, and shall post copies at HDC's principal place of business and at the project site. HDC shall defend, indemnify and hold

the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. HDC and any subcontractor shall forfeit a penalty of up to $200 per calendar day or portion thereof, and shall be liable for any shortfall in wages, for each worker paid less than the prevailing wage rates.

5. Apprenticeable Crafts. When HDC employs workmen in an apprenticeable craft or trade, HDC shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with HDC. The HDC or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding $100 for each full calendar day of noncompliance, or such greater amount as provided by law.

6. Hours of Work. HDC is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, HDC shall forfeit a penalty of $25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

7. Payroll Records. HDC and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of HDC in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, HDC shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such HDC must comply with this section. Should noncompliance still be evident after such 10-day period, HDC shall, as a penalty to City, forfeit not more than $100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on HDC. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

8. Contractor and Subcontractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid

proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. HDC is directed to review, fill out and execute a Public Works Contractor Registration Certification prior to contract execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

9. Labor Compliance. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be HDC's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Agreement and applicable law. Any stop orders issued by the Department of Industrial Relations against HDC or any subcontractor that affect HDC's performance of Work, including any delay, shall be HDC's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered HDC caused delay subject to any applicable liquidated damages and shall not be compensable by the City. HDC shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against HDC or any subcontractor.

10. Workers' Compensation. In accordance with the provisions of Labor Code Section 3700, HDC is required to secure the payment of compensation to its employees. HDC is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and HDC shall comply with such provisions before commencing the performance of the work of this contract.

11. Flowdown Compliance. HDC shall include the provisions set forth in Sections 4 through 10 of this Agreement in all other contracts and subcontracts relating to the Public Improvements so as to bind all subcontractors and agents to such provisions. HDC shall ensure that all subcontractors fully comply with all such requirements.

12. Bond Requirements.

a. Payment Bond. HDC shall execute and provide to City concurrently with this Agreement a Payment Bond covering the full value due and payable to HDC under this Agreement and in a form provided or approved by the City. No payment will be made to HDC until the bond has been received and approved by the City.

b. Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, HDC shall renew or replace the effected bond within (ten) 10 days of receiving notice from City. In the event the surety or HDC intends to reduce or cancel any required bond, at least thirty (30) days prior written

notice shall be given to the City, and HDC shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the value due and payable to HDC under this Agreement is increased in accordance with the Agreement, HDC shall, upon request of the City, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. If HDC fails to furnish any required bond, the City may terminate the Agreement for cause.

c. Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

13. Project Description. City and HDC agree the Public Improvements project contemplated herein includes but is not limited to installation of an 8" DIP sewer main approximately 500 linear feet, furnish and install three 48" manholes, form and pour new curb and gutter, install a 2" water service to the property line, install a 4" sewer lateral, install one street light along with necessary conduit and boxes, install approximately 500 linear feet of fiber conduit, and install parkway storm drain and a 12" x 12" catch basin.

14. Property Ownership. The Public Improvements shall be owned by the City of Ontario and the Parties intend for the City to remain the fee title owner of the underlying property.

15. HDC to Obtain all Approvals for the Public Improvements.

7.1.1 California Environmental Quality Act (CEQA) Compliance. The City and HDC acknowledge that the proposed Public Improvements may be subject to CEQA and that this Agreement in no way commits the City to the approval on any project or CEQA determination related to the proposed Public Improvements. HDC agrees that an initial study will be prepared pursuant to CEQA and the appropriate environmental documents shall be prepared prior to project commencement of the proposed Public Improvements. HDC shall be responsible for all costs associated with the preparation of the CEQA documents.

7.1.2 City Reservation of Discretion and Compliance with Applicable Law. It is understood that the City reserves the right to exercise discretion as to all matters which the City is by law entitled to or required to exercise its discretion. The City's zoning, building and land use regulations (whether contained in ordinances, the City's municipal code, conditions of approval or elsewhere), shall be applicable to the construction of the Public

Improvements by HDC. In addition, any agreements, amendments or approvals processed for City Council approval will be subject to and brought to City Council for consideration in accordance with applicable legal requirements.

16. Assignability. This Agreement may not be assigned by either Party without the prior and express written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Any attempted assignment of this Agreement not in compliance with the terms of this Agreement shall be null and void and shall confer no rights or benefits upon the assignee.

17. Termination. City or HDC may terminate this Agreement for cause or no cause upon thirty (30) days prior written notice.

18. City's Remedies Upon HDC's Default. If the HDC fails to complete construction of the Public Improvements in the manner required by this Agreement, or pursuant to the Schedule of Performance attached hereto as **Exhibit "B"** and incorporated herein by this reference, subject to reasonable extensions, which may be approved by the City Manager, for customary construction delay causes, subsequent agreements, and the DDA, then City may send written notice to HDC directing HDC to cure the default. HDC shall have fifteen (15) calendar days following its receipt of the notice to cure or, if such default cannot reasonably be cured to completion with such 15-day period, to commence to cure the default under this Agreement. For purposes of this Agreement, "commence to cure" means that HDC begins to cure the default within the 15-day time period and diligently completes cure of the default within a reasonable time, which time shall not exceed sixty (60) calendar days following HDC's receipt of the notice. If HDC fails to cure or to commence to cure the default as required by this Section 15, City may immediately exercise any right or remedy available to it at law or in equity, including but not limited to Termination pursuant to Section 14 herein. At such time, City shall have no obligation to reimburse HDC for those costs set forth in Section 2 herein and shall recover from HDC the amount of any City Financial Consideration paid to HDC as part of City's obligations under this Agreement.

19. Notice. Any and all notices submitted by any Party to another Party pursuant to or as required by this Agreement shall be proper, if in writing and dispatched by messenger for immediate personal delivery, nationally recognized overnight (one Business Day) courier (i.e., United Parcel Service, Federal Express, etc.) or by registered or certified United States mail postage prepaid, return receipt requested, to the address of the recipient Party, as designated below. Notice may be sent in the same manner to such other addresses as either Party may from time to time designate by notice in accordance with this Section 16. Notice shall be deemed received by the addressee, regardless of whether or when any return receipt is received by the sender or the date set forth on such return receipt, on the day that the notice is dispatched by messenger for immediate personal delivery, one Business Day after delivery by a nationally recognized overnight carrier or three (3) calendar days after the notice is placed in the United States mail in accordance with this Section 16. Any attorney representing a Party may give any notice on behalf of such Party.

To HDC: HDC Construction, Inc.

5642 West Mission Boulevard
Ontario, CA 91762
Attn: Jr. Huizar

To City: City of Ontario
303 East "B" Street
Ontario, California 91764
Attention: City Manager

With courtesy copy to: Best Best & Krieger, LLP
2855 E. Guasti Rd., Suite 400
Ontario California 91761
Attention: Ruben Duran, Esq.

20. No Oral Modifications. This Agreement may be modified only in writing signed by the authorized representatives of both City and HDC.

21. Binding Upon Successors. This Agreement and each of its terms shall be binding upon City and HDC and their respective officers, elected officials, employees, agents, contractors, and permitted successors and assigns.

22. No Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the Parties. No person or entity has who is not a party to this Agreement shall have aany rights or remedies under this Agreement.

23. Attorneys' Fees. In the event that any action or proceeding, including arbitration, is commenced by either City or HDC against the other to establish the validity of this Agreement or to enforce or interpret any one or more of its terms, the prevailing party in any such action or proceeding shall be entitled to recover from the other, in addition to all other legal and equitable remedies available to it, its reasonable attorneys' fees and costs of litigation, including, without limitation, filing fees, service fees, deposition costs, arbitration costs and expert witness fees, including actual costs and reasonable attorneys' fees on appeal.

24. Indemnification. To the fullest extent permitted by law, HDC shall defend, indemnify and hold the City, its officials, employees, agents and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of HDC, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of HDC's construction work, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, HDC's indemnity obligation shall not apply to liability for damages for

death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the City or the City's agents, servants, or independent contractors who are directly responsible to the City, or for defects in design furnished by those persons.

25. Governing Law, Jurisdiction and Venue. This Agreement shall be governed under California law, is executed and is to be performed in San Bernardino County, California, and any action or proceeding brought relative to this Agreement shall be heard in a state or federal court in the County of San Bernardino, California. City and HDC each consent to the personal jurisdiction of such court in any such action or proceeding.

26. Severability. If any term or provision of this Agreement is found to be invalid or unenforceable, City and HDC both agree that they would have executed this Agreement notwithstanding the invalidity of such term or provision. The invalid term or provision may be severed from the Agreement and the remainder of the Agreement may be enforced in its entirety.

27. Non-Waiver. None of the provisions of this Agreement and none of the rights of the Parties shall be considered waived by either Party for any reason, unless such waiver is specifically specified in writing.

28. Headings. The headings of each Section of this Agreement are for the purposes of convenience only and shall not be construed to either expand or limit the express terms and language of each Section.

29. Representations of the Parties. Each person signing this Agreement on behalf of a Party which is not a natural person hereby represents and warrants to the other Party that all necessary legal prerequisites to that Party's execution of this Agreement have been satisfied and that he or she has been authorized to sign this Agreement and bind the Party on whose behalf he or she signs.

HDC CONSTRUCTION, INC., a California corporation

Dated:_____

By:_____
Name:_____
Its:_____

Dated:_____

By:_____
Name:_____
Its:_____

CITY OF ONTARIO, a California municipal corporation

Dated:_____

By:_____
Name: Scott Ochoa
Its: City Manager

ATTEST:

By:_____
City Clerk

APPROVED AS TO FORM:
BEST BEST & KRIEGER LLP

By:_____
City Attorney

Exhibit "A"

Description of Public Improvements
[*on following page*]

Exhibit “B”

Schedule of Performance

CITY OF ONTARIO *Agenda Report* **August 15, 2023**	**SECTION:** **CONSENT CALENDAR**
Department: Police Department Prepared By: Heather M Lugo Staff Member Presenting: Mike Lorenz, Chief of Police Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 26

SUBJECT: A COST SHARING AGREEMENT WITH CHAFFEY JOINT UNION HIGH SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICERS

RECOMMENDATION: That the City Council approve and authorize the City Manager or designee to execute a one-year Cost Sharing Agreement (on file in the Records Management Department) with the Chaffey Joint Union High School District for three School Resource Officers in the amount of $255,000.

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

FISCAL IMPACT: The Police Department has assigned one School Resource Officer (SRO) at Chaffey High School, Colony High School, and Ontario High School. Chaffey Joint Union High School District (CJUHSD) has agreed to reimburse the city $255,000 for the school year, consistent with the terms and conditions of the Agreement. The amount covers approximately 50% of the annual cost of three officers for the period of August 2023-May 2024. The General Fund includes appropriations for these costs in the Fiscal Year 2023-24 Adopted Budget.

BACKGROUND & ANALYSIS: The role an SRO serves at the various high schools has multiple benefits. In addition to providing a police presence at each high school, SRO's serve as positive role models for students. They foster student, faculty, staff, and law enforcement interaction, and provide on-site crisis intervention. CJUHSD has agreed to enter into a one-year Cost Sharing Agreement in the amount of $255,000. Under this Agreement, the Ontario Police Department will provide SRO services at Chaffey High School, Colony High School, and Ontario High School to help maintain a safe and secure environment on these campuses.

CITY OF ONTARIO *Agenda Report* **August 15, 2023**	**SECTION:** **CONSENT CALENDAR**
Department: Economic Development Prepared By: Karla Tavera Staff Member Presenting: Jennifer McLain Hiramoto, Economic Development Director Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 27

SUBJECT: APPROVAL OF A LOAN AGREEMENT BETWEEN CITY AND 221 N MOUNTAIN AVENUE LLC

RECOMMENDATION: That the City Council approve and authorize the City Manager to execute, and amend if needed, a Loan Agreement (on file in the Records Management Department) between the City and 221 N Mountain Avenue LLC as part of the Sewer Connection Fee Reimbursement Pilot Program in the amount of $296,400.

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

FISCAL IMPACT: Appropriations in the amount of $297,000 will be included in the next quarterly update to the General Fund.

BACKGROUND & ANALYSIS:

To further encourage ongoing redevelopment in Ontario, in April of 2022 the City implemented a pilot program to assist businesses and developers by reimbursing a portion of Inland Empire Utilities Agency (IEUA) - imposed sewer connection fees. IEUA fees are collected by the City on behalf of the agency to cover the cost of capital improvements to their regional sewage treatment plants. The sewer connection fee is a one-time fee paid indirectly to IEUA for any new or upsized connection to a sewer collection system within the IEUA service area. Originally, the program was designed to cater to restaurants in high-pedestrian areas that have IEUA fees that exceed $100,000 located.

It was designed as an incentive to attract high-quality restauranteurs in difficult-to-develop sites in the City. To date, two restaurants have successfully received this loan. On June 6, 2023, the City Council voted to amend this program to extend to residential developers with projects in designated neighborhoods that have been traditionally difficult to develop.

Qualifying residential developments are now eligible to apply for a forgivable loan up to $300,000 to cover 100 percent of the cost of IEUA fees. Eligibility criteria includes the following:

- Project is limited to residential developments that do not exceed 40 units.
- Project must not contain retail.
- Applicant must demonstrate a public benefit associated with this project, such as: project will result in reduction of blight will reduce or remove a public nuisance; will help the City achieve its Regional Housing Needs Allocation; or will contribute to the health, safety and welfare of the City's residents, etc.
- Project is located in one of three underdeveloped intersections of the City: 1) Mission and Mountain avenues, 2) Mountain Avenue and Holt Boulevard, and 3) East Riverside Drive and Euclid Avenue. Applicant has demonstrated a financial hardship associated with the Development that indicates the project would not be able to advance.
- Applicant must provide receipts that all development fees have been paid.
- Applicant and development is in good standing with the City (i.e. there are no active code enforcement violations, all fees have been paid, etc.).
- A Developer is limited to receiving only one IEUA reimbursement loan from the City.
- Funding is available on a first come, first served basis and the funds must be used by December 31, 2023, whichever comes first.
- A Deed of Trust will also be required.

The Economic Development Agency received an application from 221 N Mountain Avenue, LLC. (Borrower). The Borrower is building 39, one- and two-bedroom units of row-style townhomes residential project in a historically difficult-to-develop site at the northwest intersection of Mission Avenue and Holt Boulevard. Current uses at this corner include a liquor store, gas station, and auto-related uses. It is an anticipated that this development will serve as a catalyst for future development and improvement at this intersection, but without this assistance, the Borrower expressed concern that this development would not be able to proceed.

The proposed development will also strengthen the City's land use and social structure, increase the local housing supply, alleviate economic and physical blight on the Property, and in the surrounding community by eliminating a vacant site.

After review of the Borrower's application, Staff has determined that it meets the eligibility criteria and supports the development goals of the City for this location. Therefore, Staff recommends the Borrower be granted a loan and that Staff is authorized to execute to enter into a Loan Agreement in the amount of $296,400 (shown in promissory note in Exhibit A of Loan Agreement). Per Loan Agreement terms, Borrower will receive the loan once Building Permit payments are made. The loan will be forgivable when the project receives approval of Certificate of Occupancy from the City.

CITY OF ONTARIO *Agenda Report* **August 15, 2023**	**SECTION:** **CONSENT CALENDAR**
Department: Economic Development Prepared By: Karla Tavera Staff Member Presenting: Jennifer McLain Hiramoto, Economic Development Director Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 28

SUBJECT: AUTHORIZATION FOR CITY MANAGER TO ACT ON BEHALF OF ALL CITY AND ONTARIO HOUSING AUTHORITY-OWNED PROPERTIES

RECOMMENDATION: That the City Council authorize the City Manager or his designee to act on behalf of City and Ontario Housing Authority-owned properties on matters related to the reestablishment of the Downtown Ontario Community Benefit District.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the Growth and Evolution of the City's Economy
Operate in a Businesslike Manner

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

BACKGROUND & ANALYSIS: The Downtown Ontario Improvement Association (DOIA) is a public benefit corporation whose role is to administer the Downtown Ontario Community Benefit District (District). This District generally extends along Euclid Avenue between G Street to the north and W. Emporia Street to the south, map can be found attached (Exhibit A). The primary function of the District is to provide maintenance and marketing services above and beyond what the City of Ontario provides, including additional and regular sidewalk and gutter cleaning services, beautification of the District including seasonal displays and banners, and additional dedicated marketing campaigns of Downtown Ontario. The District's activities are funded through tax-assessments on property owners, including public entities such as the City of Ontario, in the Downtown.

The original formation of the District was in 2018 for a five-year term and is set to expire December 31, 2023. Because of the success of the District and the anticipated future growth and activity of Downtown, efforts are underway to reestablish the District, only this time for a 10-year term. In December 2023, the District will seek reestablishment pursuant to Sec 36600 ET. SEQ of the California Streets and Highways Code.

The initiation of this process includes the properties within the district jurisdiction petitioning in favor of the reestablishment. This petition drive of support is among the property owners, their

influence, or weight, depends on frontage, parcel square footage, and building square footage. Current State law requires 50% of the property owners, by weight, to support the formation of the district. If more than 50% petition in favor, this will trigger a vote. The City and Ontario Housing Authority currently owns a combined 35% of the properties within the District.

In order for the City to be able to vote in both the petitioning and balloting process, Staff is seeking City Council approval to appoint a designee. As such, Staff is recommending that the City Manager or his designee is given that authority to represent both the City and Ontario Housing Authority-owned properties in the upcoming votes for both the petitioning and balloting reestablishment process.

Ontario District



CITY OF ONTARIO *Agenda Report* **August 15, 2023**	**SECTION:** **CONSENT CALENDAR**
Department: Management Services Prepared By: Brandi Belmontes Staff Member Presenting: Darlene M. Sanchez, Assistant City Manager Reviewed By: Jordan T Villwock Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 29

SUBJECT: DESIGNATION OF VOTING DELEGATES FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE GENERAL ASSEMBLY MEETING

RECOMMENDATION: That the City Council designate Council member Debra Dorst-Porada as the City's voting delegate and Mayor Paul Leon as an alternate for the League of California Cities Annual Conference General Assembly scheduled for September 22, 2023.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Pursue City's Goals and Objectives by Working with Other Governmental Agencies

FISCAL IMPACT: There is no direct fiscal impact by taking this action; however, representation and participation in the League of California Cities upcoming business meeting will help establish League policy on matters that may affect the City's finances.

BACKGROUND & ANALYSIS: The League has scheduled its General Assembly Meeting for September 22, 2023, during the Annual League of California Cities Conference & Expo in Sacramento, California. At that meeting, the League membership will consider and take action on resolutions that establish Cal Cities policy.

Consistent with Cal Cities bylaws, a city's voting delegate and alternate must be designated by City Council action.

CITY OF ONTARIO *Agenda Report* **August 15, 2023**	**SECTION:** **PUBLIC HEARINGS**
Department: Engineering Prepared By: Jaime Maciel-Carrera Staff Member Presenting: Scott Murphy, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 30

SUBJECT: **A PUBLIC HEARING TO CONSIDER ADOPTING A RESOLUTION OF NECESSITY TO ACQUIRE BY EMINENT DOMAIN PERMANENT EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT INTERESTS IN PORTIONS OF REAL PROPERTY FOR THE GROVE AVENUE AND HOLT BOULEVARD INTERSECTION WIDENING PROJECT**

RECOMMENDATION: That the City Council conduct a public hearing and:

A. Consider adopting a Resolution of Necessity for the Grove Avenue and Holt Boulevard Intersection Widening Project and provide each party with an interest in the affected properties, their attorneys or representatives an opportunity to be heard on the issues relevant to the Resolution of Necessity;
B. Make the following findings as hereinafter described in this report:
    a. The public interest and necessity require the proposed project;
    b. The project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury;
    c. The real property to be acquired is necessary for the project; and
    d. The offers of just compensation have been made to the property owners; and
C. Adopt a Resolution of Necessity declaring that the acquisition by eminent domain of permanent easement and temporary construction easement interests in portions of certain real property, more particularly described as Assessor Parcel Numbers 0110-061-10, 0110-061-21, 0110-061-24, 0110-061-25, 0110-061-30, 0110-061-31, 0110-131-20, 1048-472-15, 1048-472-22, 1048-472-24, 1048-472-25, 1049-141-24, 1049-141-25, 1049-141-30 and 1049-141-31 (collectively, the "Property"), is necessary for the construction of the Grove Avenue and Holt Boulevard Intersection Widening Project, in Ontario, California

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Maintain the Current High Level of Public Safety
Operate in a Businesslike Manner
Pursue City's Goals and Objectives by Working with Other Governmental Agencies
Focus Resources in Ontario's Commercial and Residential Neighborhoods
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

FISCAL IMPACT: The Fiscal Year 2023-24 Adopted Budget includes appropriations in the amount of $4,403,731 to complete all phases of the Project including design, right of way acquisition and construction. Per the San Bernardino County Transportation Authority (SBCTA) Valley Major Street Program — Arterial Subprogram, the City's share of the Project is 44.4% from Old Model Colony Street Development Impact Fees and SBCTA's Measure I share is 55.6%. The split is in accordance with SBCTA's approved Measure I 2010-2040 Strategic Plan. Deposits to file the Resolution of Necessity total $777,600 with the City's share of $345,254 coming from Development Impact Fee Fund.

BACKGROUND & ANALYSIS: The Grove Avenue and Holt Boulevard Intersection Widening Project and related public infrastructure improvements are required and will benefit the community by widening Grove Avenue and Holt Boulevard to the ultimate configuration per The Ontario Plan recommendations. Improvements to the intersection will include the installation of additional turn lanes, thereby increasing travel efficiency on Grove Avenue and Holt Boulevard. It will also improve pedestrian access as required by the Americans with Disabilities Act.

In order to complete the improvements envisioned by the project, additional permanent easements and temporary construction easements are necessary. As the first step in the process of acquiring these easements, the City obtained appraisals of the affected properties from the consulting firm of Bender Rosenthal, Inc. Offers of just compensation were then made to the property owners for the acquisitions pursuant to California Government Code section 7267.2. Bender Rosenthal has been negotiating on behalf of the City to purchase the easements. Agreements have been reached with three (3) property owners; the remaining properties are still in negotiations. The adoption of the Resolution of Necessity will not affect any agreements already reached with property owners. Preliminary title reports were ordered to determine and confirm the identities of the record owners. Following standard public records and due diligence searches for ownership information, notices of this public hearing were mailed to each affected property owner.

The power of eminent domain is used by the City only as a last resort to obtain interests necessary for projects after 1) negotiations have stalled; or 2) the owner has requested that the City proceed directly to eminent domain for tax or other advantages; or 3) the eminent domain process is necessary to clear title to the property. In this case, offers of just compensation were made to the owners for the full Fair Market Value as determined by an independent appraisal. City Staff attempted to acquire amicable settlement in good faith and will continue to do so throughout the process. California's definition of Fair Market Value is one of the most inclusive definitions in the United States and requires the appraiser to consider the highest and best use of the property and to consider the highest price a willing buyer and seller would agree to. The City's appraisals must use this definition of Fair Market Value.

California eminent domain law provides that a public entity may not commence with eminent domain proceedings until its governing body has adopted a resolution of necessity, which may only be adopted after the governing body has given each party with an interest in the affected property, or their representatives, a reasonable opportunity to appear and be heard on the following matters:

1. The public interest and necessity require the proposed Project;
2. The Project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury;
3. The real property to be acquired is necessary for the Project; and
4. The offers of just compensation have been made to the property owner.

Since agreements have not been reached with the remaining property owners, it is necessary to acquire the properties by eminent domain to meet critical project deadlines. Pursuant to Section 1245.235 of the California Code of Civil Procedures, notice of this hearing was sent by first class mail on July 27, 2023, to each record owner, and stated the City's intent to consider the adoption of a resolution, the right of the property owner to appear and be heard, and notice that failure to file a written request to appear may result in a waiver of the right to appear and be heard.

DESCRIPTION OF PROPERTY TO BE ACQUIRED: The affected properties ("Properties") are located on both sides of Grove Avenue from Nocta Street to 400' south of Holt Boulevard, and both sides of Holt Boulevard from 800' west of Grove Avenue to 800' east of Grove Avenue (Exhibits A through N).

The following table provides greater detail on the Properties and identifies the legal descriptions and exhibit numbers which properties are also attached to the Resolution:

Assessor Parcel No.	**Record Owner**	**Description of Property to be Acquired**	**Exhibit**
0110-061-10	Crossroad Ontario LLC	Permanent Easement and Temporary Construction Easement. The site address is 1207 E. Holt Blvd., Ontario.	A
0110-061-21	OM Sai Hospitality, Inc.	Permanent Easement and Temporary Construction Easement. The site address is 1217 E. Holt Blvd., Ontario.	B
0110-061-24	Hideo Kikumoto and Jeanette M. Kikumoto as Trustees of the Kikumoto Trust dated June 27, 1988	Permanent Easement and Temporary Construction Easement. The site address is 1315 E. Holt Blvd., Ontario.	C

0110-061-25	Babubhai P. Prajapati, a married man as his sole and separate property and Shashikalaben Premchandbhai Prajapati, as Trustee of the Shashikalaben P. Prajapati Revocable Trust, dated January 16, 2021	Permanent Easement and Temporary Construction Easement. The site address is 1241 E. Holt Blvd., Ontario.	D
0110-061-30	Ontario Property Owner, LLC	Permanent Easement and Temporary Construction Easement. The site address is 1253 E. Holt Blvd., No. A, Ontario.	E
0110-061-31	Mohammed I. Patel, Trustee of the Mohammed I. Patel Living Trust, dated May 12, 2000	Permanent Easement and Temporary Construction Easement. The site address is 1253 E. Holt Blvd., Unit B, Ontario	F
0110-131-20	Edward Berki, Trustee and Successor Trustee of the Edward Berki 2014 Living Trust, dated June 22, 2014	Two Temporary Construction Easements. The site address is 1228 E. Holt Blvd., Ontario.	G
1048-472-15	Uikelotu Ngalo, Semisi M. Kakau, Semisi Kofu, Sione L. Tovi, Uilisa Uele, Sesmisi Tonga and Sosaia Ngalo	Permanent Easement. The site address is 1182 E. Nocta St., Ontario.	H

1048-472-22	Virginia-Holt Housing, L.P.	Temporary Construction Easement. The site address is 110 N. Virginia Avenue, Ontario.	I
1048-472-24 1048-472-25	Elba, Inc.	Two Permanent Easements and Two Temporary Construction Easements. The site address is 1133 & 1191 E. Holt Blvd., Ontario.	J
1049-141-24	Adel Batarseh	Permanent Easement and Temporary Construction Easement. The site address is 1194 E. Holt Blvd., Ontario.	K
1049-141-25	ShivaSMT, Inc.	Temporary Construction Easement. The site address is 1120 E. Holt Blvd., Ontario.	L
1049-141-30	Rexford Industrial -1172 Holt LLC	Temporary Construction Easement. The site address is 1172 E. Holt Blvd., Ontario.	M
1049-141-31	Rexford Industrial -1154 Holt LLC	Temporary Construction Easement. The site address is 1154 E. Holt Blvd., Ontario.	N

HEARINGS AND REQUIRED FINDINGS: The recommended actions of the City Council pertain to the acquisition of permanent and temporary easement interests in the Properties. California eminent domain law provides that a public entity may not commence with eminent domain proceedings until its governing body has adopted a resolution of necessity, which may only be adopted after the governing body has given each party with an interest in the affected property, or their representatives, a reasonable opportunity to appear and be heard on the following four required findings:

1. **The Public Interest and Necessity Require the Proposed Project**

The Grove Avenue and Holt Boulevard Intersection Widening Project in the City of Ontario, San Bernardino County, California, will reduce traffic congestion along Grove Avenue and Holt Boulevard; will improve motorist and pedestrian safety; will reduce accidents and delays to motorists; and, improve air quality.

2. **The Project is Planned or Located in a Manner That Will be Most Compatible with the Greatest Public Good and the Least Private Injury**

The intersection improvements are designed to minimize impacts and maximize the efficiency of the City's transportation system. The Project provides an improved intersection level of service and improves traffic circulation in the area. The Properties to be acquired are best suited for the Project and will cause the least private injury. To move this Project elsewhere would require significant reconstruction of street infrastructure, cause a greater impact in the new location as well as to nearby residents, be much more costly at the expense of local taxpayers, and not improve the

intersection level of service.

3. **The Real Property to be Acquired is Necessary for the Proposed Project**

The properties described and depicted in Exhibits A through N, portions of APNs 0110-061-10, 0110-061-21, 0110-061-24, 0110-061-25, 0110-061-30, 0110-061-31, 0110-131-20, 1048-472-15, 1048-472-22, 1048-472-24, 1048-472-25, 1049-141-24, 1049-141-25, 1049-141-30 and 1049-141-31 are necessary for the City's Street widening and improvements to Grove Avenue and Holt Boulevard.

4. **The Offers of Just Compensation Have Been Made**

Appraisals were prepared by Bender Rosenthal, Inc. to establish the fair market value of the real property the City is seeking to acquire. Offers of just compensation were made to the property owners to purchase the permanent and temporary easement interests as established by the approved appraisal and as required by Section 7267.2 of the California Government Code. Although a negotiated settlement may still be possible for the real properties cited above, it would be appropriate to commence the procedures to acquire the property through eminent domain, to ensure that the City has possession of the real property, which is necessary in order for the City to begin construction of the project.

The assessor parcel number, the party to whom the offer was made, and the date of the offer is provided in the following table:

Assessor Parcel No.	**Record Owner**	**Date of Offer**
0110-061-10	Crossroad Ontario, LLC	4/21/2023
0110-061-21	OM Sai Hospitality, Inc.	5/19/2023
0110-061-24	Hideo Kikumoto and Jeanette M. Kikumoto as Trustees of the Kikumoto Trust dated June 27, 1988	5/19/2023
0110-061-25	Babubhai P. Prajapati, a married man as his sole and separate property and Shashikalaben Premchandbhai Prajapati, as Trustee of the Shashikalaben P. Prajapati Revocable Trust, dated January 16, 2021	5/19/2023
0110-061-30	Ontario Property Owner, LLC	5/19/2023
0110-061-31	Mohammed I. Patel, Trustee of the Mohammed I. Patel Living Trust, dated May 12, 2000	5/19/2023

0110-131-20	Edward Berki, Trustee and Successor Trustee of the Edward Berki 2014 Living Trust, dated June 22, 2014	4/21/2023
1048-472-15	Uikelotu Ngalo, Semisi M. Kakau, Semisi Kofu, Sione L. Tovi, Uilisa Uele, Sesmisi Tonga, Sosaia Ngalo	5/19/2023
1048-472-22	Virginia-Holt Housing, L.P.	5/19/2023
1048-472-24 1048-472-25	Elba, Inc.	5/26/2023
1049-141-24	Adel Batarseh	5/19/2023
1049-141-25	ShivaSMT, Inc.	4/21/2023
1049-141-30	Rexford Industrial - 1172 Holt, LLC	4/21/2023
1049-141-31	Rexford Industrial - 1154 Holt, LLC	4/21/2023

ENVIRONMENTAL ANALYSIS: The environmental impacts of this project were previously reviewed in conjunction with the Grove Avenue Corridor Project Environmental Impact Report (State Clearinghouse No. 2014101071), certified by the City Council on July 20, 2021. This application introduces no new significant environmental impacts.

RESOLUTION NO. _____

A RESOLUTION OF NECESSITY BY THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, TO ACQUIRE BY EMINENT DOMAIN PERMANENT EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT INTERESTS IN PORTIONS OF CERTAIN REAL PROPERTY FOR THE GROVE AVENUE AND HOLT BOULEVARD INTERSECTION WIDENING PROJECT IN THE CITY OF ONTARIO.

WHEREAS, the City of Ontario (the "City") proposes to acquire, by eminent domain, permanent easement and temporary construction easement interests in portions of certain real property located in the City of Ontario, more particularly described as Assessor Parcel Numbers 0110-061-10, 0110-061-21, 0110-061-24, 0110-061-25, 0110-061-30, 0110-061-31, 0110-131-20, 1048-472-15, 1048-472-22, 1048-472-24, 1048-472-25, 1049-141-24, 1049-141-25, 1049-141-30 and 1049-141-31, for the Grove Avenue and Holt Boulevard Intersection Widening Project in the City of Ontario, San Bernardino County, California, pursuant to the authority granted to it by Section 37350.5 of the California Government Code; and

WHEREAS, pursuant to Section 1245.235 of the California Code of Civil Procedure, the City scheduled a public hearing for Tuesday, August 15, 2023, at 6:30 p.m. at the Ontario City Hall, Council Chambers, 303 East “B” Street, Ontario, California, and gave to each person whose property is to be acquired and whose name and address appeared on the last equalized county assessment roll, notice and a reasonable opportunity to appear at said hearing and be heard on the matters referred to in Section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, said hearing has been held by the City and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard on said matters; and

WHEREAS, the City may now adopt a Resolution of Necessity pursuant to Section 1240.040 of the California Code of Civil Procedure.

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

SECTION 1. Compliance with California Code of Civil Procedure and California Environmental Quality Act. There has been compliance by the City with the requirements of Section 1245.235 of the California Code of Civil Procedure and the California Environmental Quality Act.

SECTION 2. Public Use. The public uses for which the real property interests are to be acquired are for the Grove Avenue and Holt Boulevard Intersection Widening Project in the City of Ontario, San Bernardino County, California. Section 37350.5 of the California Government Code authorizes the City to acquire by eminent domain real property necessary for such purposes.

SECTION 3. Description of Property. Attached and marked as Exhibits “A” through “N” are the legal definitions, legal descriptions and depictions of the interests to be acquired by the City, which describes the general location and extent of the property to be acquired with sufficient detail for reasonable identification.

SECTION 4. Findings. The City hereby finds and determines each of the following:

(a) The public interest and necessity require the proposed project;

(b) The proposed project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;

(c) The properties defined, described and depicted in Exhibits "A through N” are necessary for the proposed project;

(d) The offer required by Section 7267.2 of the California Government Code was made.

SECTION 5. Use Not Unreasonably Interfering with Existing Public Use: Some or all of the real property to be acquired may be subject to easements and rights-of-way appropriated to existing public uses. The legal descriptions of these easements and rights-of-way are on file with the City and describe the general location and extent of the easements and rights-of-way with sufficient detail for reasonable identification. In the event the herein described use or uses will not unreasonably interfere with or impair the continuance of the public use as it now exists or may reasonably be expected to exist in the future, counsel for the City is authorized to acquire the fee interest subject to such existing public use(s) pursuant to Section 1240.510 of the California Code of Civil Procedure.

SECTION 6. More Necessary Public Use. Some or all of the real property to be acquired may be subject to easements and rights-of-way appropriated to existing public uses. To the extent that the herein described use or uses will unreasonably interfere with or impair the continuance of the public use as it now exists or may reasonably be expected to exist in the future, the City finds and determines that the herein described use or uses are more necessary than said existing public use. Counsel for the City is authorized to acquire the real property appropriated to such existing public use(s) pursuant to Section 1240.610 of the California Code of Civil Procedure. Staff is further authorized to make such improvements to the real property being acquired that it determines is reasonably necessary to mitigate any adverse impact upon the existing public use.

SECTION 7. Further Activities. Counsel for the City is hereby authorized to file legal proceedings necessary to acquire the hereinabove described real property in the name of and on behalf of the City by eminent domain, and counsel is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Legal counsel is further authorized to take such steps as may be authorized

and required by law, and to make such security deposits as may be required by order of court, to permit the City to take possession of and use said real property at the earliest possible time. Counsel is further authorized to correct any errors or to make or agree to non-material changes in the legal description of the real property that are deemed necessary for the conduct of the condemnation action or other proceedings or transaction required to acquire the subject real property. Counsel is further authorized to reduce or modify the extent of the interests or property to be acquired so as to reduce the compensation payable in the action where such change would not substantially impair the construction and operation for the project for which the real property is being acquired.

SECTION 8. Effective Date. 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 15th day of August 2023.

_____
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. 2023- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held August 15, 2023, 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. 2023- duly passed and adopted by the Ontario City Council at their regular meeting held August 15, 2023.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT A

Assessor Parcel No. 0110-061-10

Legal Definitions

"Permanent Easement" refers to a non-exclusive permanent and perpetual easement and right of way in favor of the City of Ontario (the "City"), and to its successors, and assigns, hereinafter described together with the right to forever construct, maintain, improve, alter, relocate, inspect, occupy, and use for the construction and maintenance of roadways, streets and underground lines, power poles, public utilities, and other public uses, as determined necessary by the City, together with all necessary rights incidental thereto, on, over, under, and across the property in connection with the exercise of any easement rights described herein. The property affected is described and depicted in the legal description and plat mat included hereto and made a part hereof.

Property owner(s) shall not erect or construct, or permit to be erected or constructed, any building, structure or improvement on, over, or under any portion of the easement, or plant trees or any other vegetation on any portion of the easement except with the prior written consent of the City, its successors and assigns.

The City shall have the right to trim, cut or clear away any trees, brush, or other vegetation from time to time as determined in its sole discretion, without payment of additional compensation.

No other easements shall be granted on, under or over the easement without the prior written consent of the City, its successors and assigns.

The ground elevations of the roadway upon completion of construction shall not be further increased or decreased without the prior written consent of the City.

Property owner(s) shall not cause, directly, indirectly or negligently, any interference with or harm to the rights conveyed hereunder.

"Temporary construction easement" or "TCE" refers to the temporary and non-exclusive right of the City of Ontario ("City"), its successors and assigns, to engage in construction and related activities for purposes of constructing the City's project known as the Grove Avenue and Holt Boulevard Intersection Widening Project ("Project"), together with all necessary rights of ingress and egress to the easement area in connection with the exercise of any of the easement rights.

The rights under this Temporary Construction easement are non-exclusive and the owner(s) may make use of the TCE area so long as it does not interfere with the rights, purpose, and intent of the City's use of the Temporary Construction Easement.

Such right shall be exercised for a period of 14 months, beginning no fewer than 72 hours after the date that the City provides written notice of commencement of the TCE to the property owner(s).

The Temporary Construction Easement shall automatically expire and be of no further force and effect upon the date ("**Expiration Date**") that any of the following-described events first occurs: (i) fourteen months from the notice of commencement of the Temporary Construction Easement is given to the property owner(s); or (ii) fourteen months from the date of recording of

the Temporary Construction Easement. Termination of the Temporary Construction Easement as of the Expiration Date shall be automatic without any further act by either the City or the property owner(s).

In the event the City is unable to complete the Project before the expiration of the Temporary Construction Easement period, the City reserves the right to extend the TCE period for up to an additional 12 months upon: (i) 72 hours' notice of the need for any such extension, and (ii) payment of just compensation for each month the TCE is extended in an amount agreed-upon by the City and the owner(s), or in the event there is no such agreement, the probable amount of just compensation that is determined by a qualified appraisal.

Non-Permitted Activities by Property Owner(s):

Through the duration of the TCE, the property owner and their successor or assigns may not, without the express written consent of the City: (i) erect or permit the erection of any building, wall, fence or other structure within the Temporary Construction Easement area; (ii) plant nor permit the planting of any tree(s), plant(s) or other vegetation or flora on any portion of the Temporary Construction Easement are; (iii) undertake or permit the undertaking of any activity that may interfere with the City's use of the Temporary Construction Easement and exercise of all rights and privileges thereof; or (iv) grant any other easements on, under or over the Temporary Construction Easement area that would interfere with the City's use or purpose of the TCE.

Permitted Activities by the City:

Through the duration of the TCE, the City, its employees, agents, representatives, contractors, subcontractors, and workmen shall be allows to: (i) perform all activities as may be necessary to facilitate the purposes of the Temporary Construction Easement; (ii) use, control and occupy the Temporary Construction Easement Parcel on a non-exclusive basis; (iii) have access to, ingress to, and egress from the Temporary Construction Easement Parcel; (iv) use and temporarily place and operate tools, equipment, machinery and materials on the Temporary Construction Easement Parcel; and (v) trim, cut, or clear away any trees, brush or other vegetation or flora, including the roots thereof, located within the Temporary Construction Easement Parcel.

Obligations of the City:

The City agrees, by and for itself, its assigns, heirs and voluntary and involuntary successors in interest to the Temporary Construction Easement, that upon completion of that portion of the Project abutting to the Property, the City shall: (i) repair or replace in kind, at the City's sole discretion and expense, any improvements such as fences, gates and other "hard" features that the property owner(s) did not receive compensation for, existing on the Temporary Construction Easement Parcel that are damaged as a result of the City's exercise of its rights and privileges under the Temporary Construction Easement; and (ii) leave the Temporary Construction Easement Parcel in a clear, graded state with no construction debris present.

EXHIBIT "A"

LEGAL DESCRIPTION

(PERMANENT EASEMENT)

APN 0110-061-10

BEING A PORTION OF THE WEST 2 ACRES OF LOT 1017, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, PER 'MAP OF ONTARIO' RECORDED IN BOOK 11, PAGE 6 OF MAPS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID WEST 2 ACRES OF LOT 1017 WITH THE NORTHERLY RIGHT OF WAY LINE OF HOLT BOULEVARD (63.00 FEET HALF-WIDTH) AS DESCRIBED IN A DOCUMENT RECORDED ON SEPTEMBER 19, 2001 AS INSTRUMENT NUMBER 20010425710 OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE NORTH 00°21'49" WEST, ALONG SAID EAST LINE, 10.16 FEET, TO A POINT LYING 73.16 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE CENTERLINE OF SAID HOLT BOULEVARD;

THENCE LEAVING SAID EAST LINE, SOUTH 89° 36' 06" WEST, 38.24 FEET;

THENCE NORTH 45° 28' 30" WEST, 35.57 FEET;

THENCE NORTH 00° 21' 10" WEST, 34.03 FEET;

THENCE NORTH 15° 41' 27" WEST, 82.53 FEET, TO THE EASTERLY RIGHT OF WAY LINE OF GROVE AVENUE (44.00 FEET HALF-WIDTH), AS SAID EASTERLY RIGHT OF WAY LINE IS SHOWN IN SAID INSTRUMENT NUMBER 20010425710;

THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE OF GROVE AVENUE AND SAID NORTHERLY RIGHT OF WAY LINE OF HOLT BOULEVARD, THE FOLLOWING THREE (3) COURSES:

1) SOUTH 00° 21' 49" EAST, 127.24 FEET;
2) SOUTH 47° 29' 54" EAST, 31.84 FEET;
3) NORTH 89° 35' 48" EAST, 61.91 FEET, TO THE **POINT OF BEGINNING**.

THE LAND DESCRIBED HEREIN CONTAIN 3,088 SQUARE FEET ACRES, MORE OR LESS.

SUBJECT TO ALL COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY, RIGHTS AND EASEMENTS OF RECORD IF ANY.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERNCE MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY SUPERVISION:

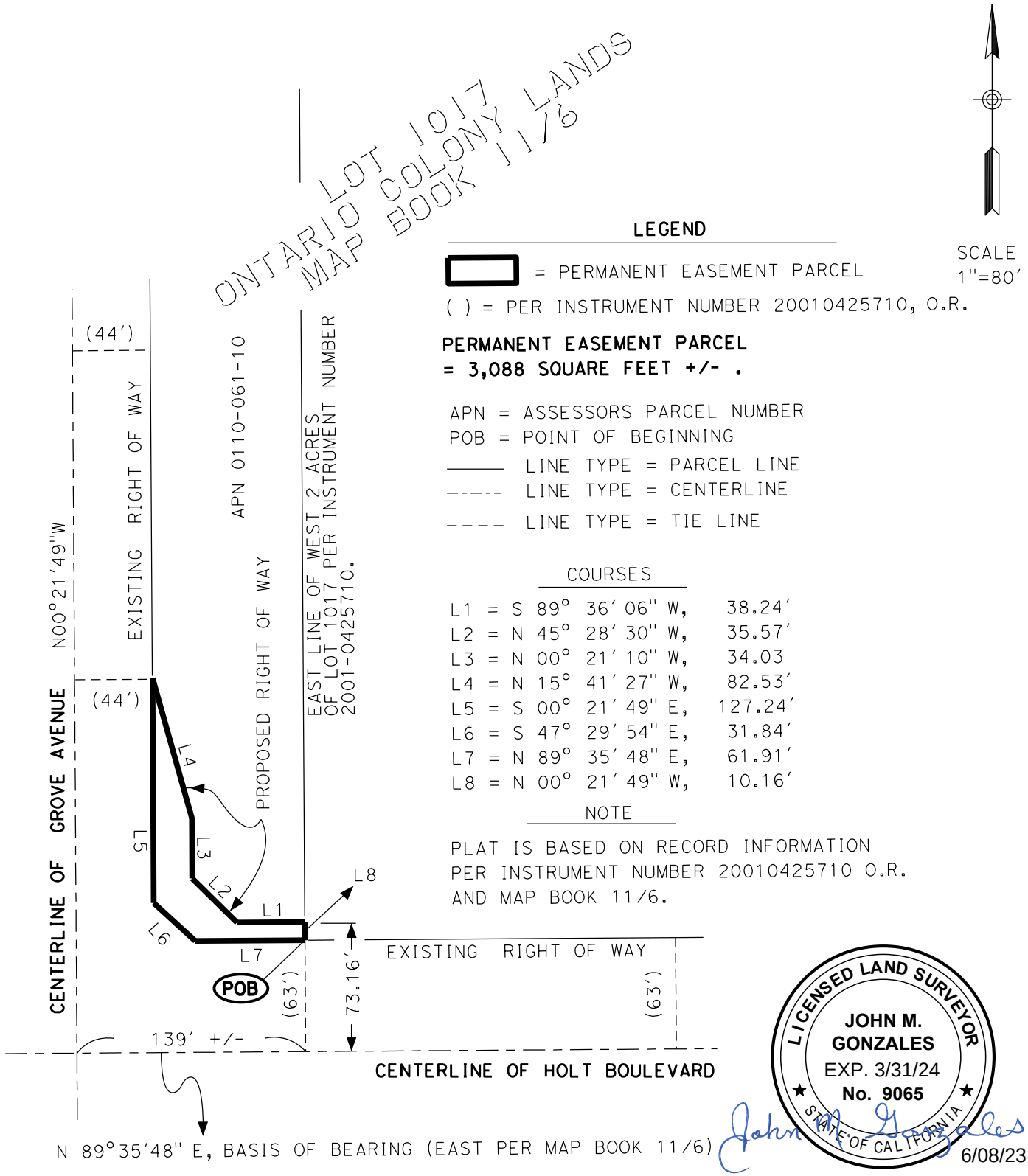


John M. Gonzales 6/08/23

JOHN M. GONZALES, PLS 9065 DATE

Property Address: 1207 East Holt Boulevard, Ontario Ca, 91761

P:\P\PTGI00000012\0600INFO\SV\0695LegalDescriptions\Draft\5 (APN 0110-061-10)\Acquisition document\5A (APN 0110-061-10) Acq Legal Description Rev 060623.docx



LICENSED LAND SURVEYOR
JOHN M. GONZALES
EXP. 3/31/24
No. 9065
STATE OF CALIFORNIA

6/08/23

DAVID EVANS AND ASSOCIATES INC
4141 E. Inland Empire Boulevard, Suite 250
Ontario, CA 91764
Phone: 909.481.5750

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

GROVE AVE AND HOLT BLVD WIDENING PROJECT

(APN 0110-061-10)

CITY OF ONTARIO
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

SHEET NO:	1 OF 1
JOB NO:	PTGI-12
DRAWN BY:	JMG
DATE: REVISED	6/06/23
SCALE:	1"=80'

PROPERTY ADDRESS: 1207 EAST HOLT BOULEVARD, ONTARIO, CA 91761

EXHIBIT "A"
LEGAL DESCRIPTION

(TEMPORARY CONSTRUCTION EASEMENT)

APN 0110-061-10

IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, BEING THAT PORTION OF THE WEST 2 ACRES OF LOT 1017, PER 'MAP OF ONTARIO' RECORDED IN BOOK 11, PAGE 6 OF MAPS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SAID WEST 2 ACRES OF LOT 1017 WITH THE NORTHERLY RIGHT OF WAY LINE OF HOLT BOULEVARD (63.00 FEET HALF-WIDTH) AS DESCRIBED IN A DOCUMENT RECORDED ON SEPTEMBER 19, 2001 AS INSTRUMENT NUMBER 20010425710 OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE NORTH 00°21'49" WEST, ALONG SAID EAST LINE, 10.16 FEET, TO A POINT LYING 73.16 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF SAID HOLT BOULEVARD, AS SAID CENTERLINE IS SHOWN IN SAID INSTRUMENT NUMBER 20010425710, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID EAST LINE, SOUTH 89° 36' 06" WEST, 38.24 FEET;

THENCE NORTH 45° 28' 30" WEST, 35.57 FEET;

THENCE NORTH 00° 21' 10" WEST, 34.03 FEET;

THENCE NORTH 15° 41' 27" WEST, 82.53 FEET, TO THE EASTERLY RIGHT OF WAY LINE OF GROVE AVENUE (44.00 FEET HALF-WIDTH), AS SAID EASTERLY RIGHT OF WAY LINE IS SHOWN IN SAID INSTRUMENT NUMBER 20010425710;

THENCE NORTH 00° 21' 49" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, 34.05 FEET;

THENCE LEAVING SAID RIGHT OF WAY LINE, SOUTH 15° 41' 27" EAST, 116.58 FEET;

THENCE SOUTH 00° 21' 10" EAST, 31.51 FEET;

THENCE SOUTH 45° 28' 30" EAST, 26.69 FEET;

THENCE NORTH 89° 36' 06" EAST, 35.53 FEET; TO THE EAST LINE OF SAID WEST 2 ACRES;

THENCE SOUTHERLY ALONG SAID EAST LINE, SOUTH 00°21'49" EAST 10.00 FEET TO THE **TRUE POINT OF BEGINNING.**

EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN CONTAIN 1,840 SQUARE FEET MORE OR LESS.

SUBJECT TO ALL COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY, RIGHTS AND EASEMENTS OF RECORD IF ANY.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERNCE MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY SUPERVISION:

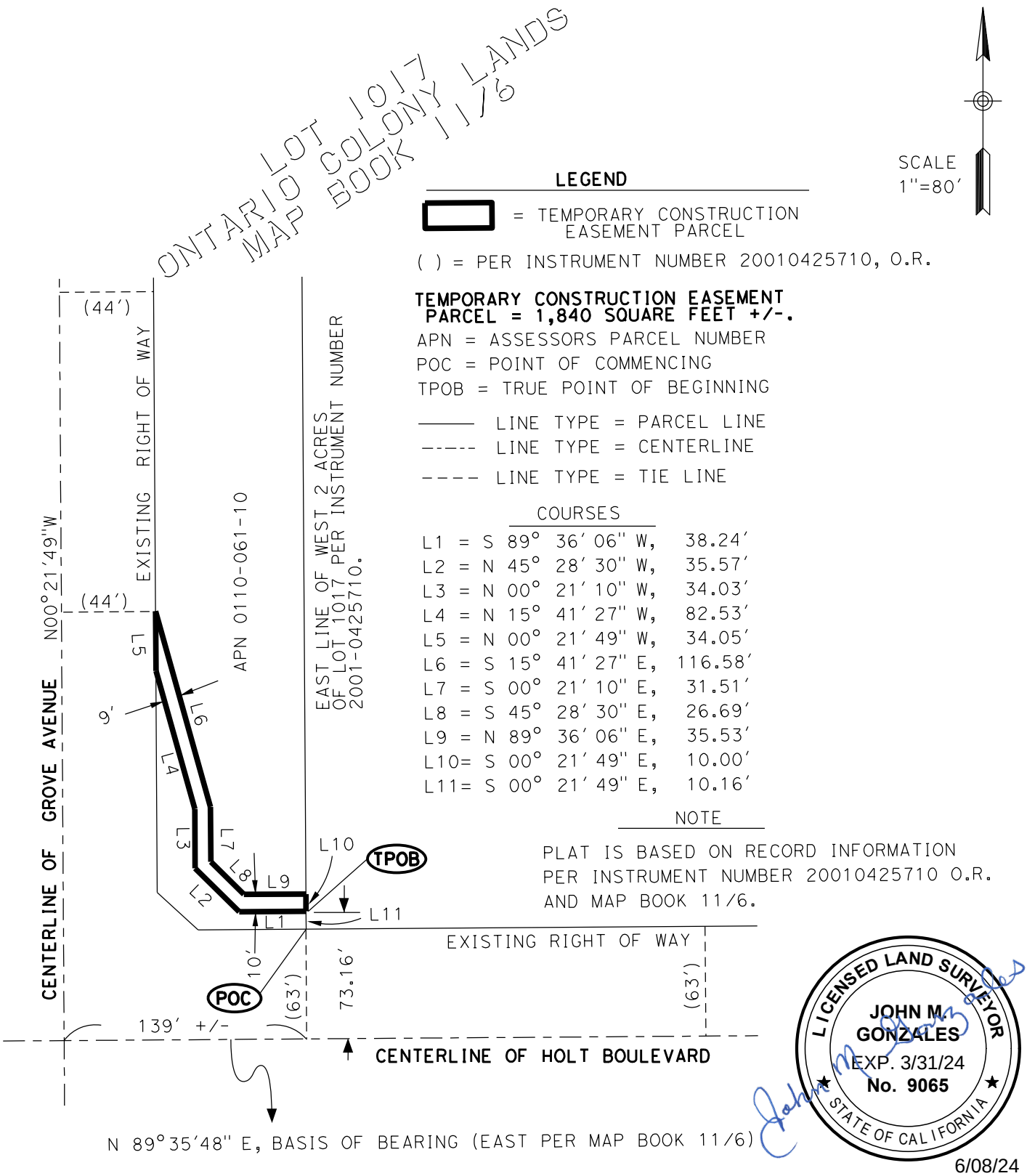


John M. Gonzales 6/08/24

JOHN M. GONZALES, PLS 9065 DATE

PROPERTY ADDRESS: 1207 EAST HOLT BOULEVARD, ONTARIO, CA 91761

P:\P\PTGI00000012\0600INFO\SV\0695LegalDescriptions\Draft\5 (APN 0110-061-10)\TCE docuement\5(APN 0110-061-10) TCE revised Legal Description 060623.docx



LICENSED LAND SURVEYOR
JOHN M. GONZALES
EXP. 3/31/24
No. 9065
STATE OF CALIFORNIA

6/08/24

DAVID EVANS AND ASSOCIATES INC
4141 E. Inland Empire Boulevard, Suite 250
Ontario, CA 91764
Phone: 909.481.5750

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

GROVE AVE AND HOLT BLVD WIDENING PROJECT

(APN 0110-061-10)

CITY OF ONTARIO
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

SHEET NO:	1 OF 1
JOB NO:	PTGI-12
DRAWN BY:	JMG
DATE: REVISED	6/06/23
SCALE:	1"=80'

PROPERTY ADDRESS: 1207 EAST HOLT BOULEVARD, ONTARIO, CA 91761

EXHIBIT B

Assessor Parcel No. 0110-061-21

Legal Definitions

"Permanent Easement" refers to a non-exclusive permanent and perpetual easement and right of way in favor of the City of Ontario (the "City"), and to its successors, and assigns, hereinafter described together with the right to forever construct, maintain, improve, alter, relocate, inspect, occupy, and use for the construction and maintenance of roadways, streets and underground lines, power poles, public utilities, and other public uses, as determined necessary by the City, together with all necessary rights incidental thereto, on, over, under, and across the property in connection with the exercise of any easement rights described herein. The property affected is described and depicted in the legal description and plat mat included hereto and made a part hereof.

Property owner(s) shall not erect or construct, or permit to be erected or constructed, any building, structure or improvement on, over, or under any portion of the easement, or plant trees or any other vegetation on any portion of the easement except with the prior written consent of the City, its successors and assigns.

The City shall have the right to trim, cut or clear away any trees, brush, or other vegetation from time to time as determined in its sole discretion, without payment of additional compensation.

No other easements shall be granted on, under or over the easement without the prior written consent of the City, its successors and assigns.

The ground elevations of the roadway upon completion of construction shall not be further increased or decreased without the prior written consent of the City.

Property owner(s) shall not cause, directly, indirectly or negligently, any interference with or harm to the rights conveyed hereunder.

"Temporary construction easement" or "TCE" refers to the temporary and non-exclusive right of the City of Ontario ("City"), its successors and assigns, to engage in construction and related activities for purposes of constructing the City's project known as the Grove Avenue and Holt Boulevard Intersection Widening Project ("Project"), together with all necessary rights of ingress and egress to the easement area in connection with the exercise of any of the easement rights.

The rights under this Temporary Construction easement are non-exclusive and the owner(s) may make use of the TCE area so long as it does not interfere with the rights, purpose, and intent of the City's use of the Temporary Construction Easement.

Such right shall be exercised for a period of 14 months, beginning no fewer than 72 hours after the date that the City provides written notice of commencement of the TCE to the property owner(s).

The Temporary Construction Easement shall automatically expire and be of no further force and effect upon the date ("**Expiration Date**") that any of the following-described events first occurs: (i) fourteen months from the notice of commencement of the Temporary Construction Easement is given to the property owner(s); or (ii) fourteen months from the date of recording of

the Temporary Construction Easement. Termination of the Temporary Construction Easement as of the Expiration Date shall be automatic without any further act by either the City or the property owner(s).

In the event the City is unable to complete the Project before the expiration of the Temporary Construction Easement period, the City reserves the right to extend the TCE period for up to an additional 12 months upon: (i) 72 hours' notice of the need for any such extension, and (ii) payment of just compensation for each month the TCE is extended in an amount agreed-upon by the City and the owner(s), or in the event there is no such agreement, the probable amount of just compensation that is determined by a qualified appraisal.

Non-Permitted Activities by Property Owner(s):

Through the duration of the TCE, the property owner and their successor or assigns may not, without the express written consent of the City: (i) erect or permit the erection of any building, wall, fence or other structure within the Temporary Construction Easement area; (ii) plant nor permit the planting of any tree(s), plant(s) or other vegetation or flora on any portion of the Temporary Construction Easement are; (iii) undertake or permit the undertaking of any activity that may interfere with the City's use of the Temporary Construction Easement and exercise of all rights and privileges thereof; or (iv) grant any other easements on, under or over the Temporary Construction Easement area that would interfere with the City's use or purpose of the TCE.

Permitted Activities by the City:

Through the duration of the TCE, the City, its employees, agents, representatives, contractors, subcontractors, and workmen shall be allows to: (i) perform all activities as may be necessary to facilitate the purposes of the Temporary Construction Easement; (ii) use, control and occupy the Temporary Construction Easement Parcel on a non-exclusive basis; (iii) have access to, ingress to, and egress from the Temporary Construction Easement Parcel; (iv) use and temporarily place and operate tools, equipment, machinery and materials on the Temporary Construction Easement Parcel; and (v) trim, cut, or clear away any trees, brush or other vegetation or flora, including the roots thereof, located within the Temporary Construction Easement Parcel.

Obligations of the City:

The City agrees, by and for itself, its assigns, heirs and voluntary and involuntary successors in interest to the Temporary Construction Easement, that upon completion of that portion of the Project abutting to the Property, the City shall: (i) repair or replace in kind, at the City's sole discretion and expense, any improvements such as fences, gates and other "hard" features that the property owner(s) did not receive compensation for, existing on the Temporary Construction Easement Parcel that are damaged as a result of the City's exercise of its rights and privileges under the Temporary Construction Easement; and (ii) leave the Temporary Construction Easement Parcel in a clear, graded state with no construction debris present.

EXHIBIT "A"
LEGAL DESCRIPTION

(PERMANENT EASEMENT)

APN 0110-061-21

BEING A PORTION OF THE SOUTH 287.00 FEET OF THE WEST 188.90 FEET OF THE EAST 3 ACRES OF THE WEST 5 ACRES OF LOT 1017, THE MAP OF ONTARIO, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, PER MAP RECORDED IN BOOK 11 OF MAPS, PAGE 6, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF PARCEL 2, AS SHOWN ON A RECORD OF SURVEY FILED IN BOOK 19 PAGE 70, RECORD OF SURVEYS, RECORDS OF SAID COUNTY, WITH THE NORTHERLY RIGHT OF WAY LINE OF HOLT BOULEVARD (63.00 FEET HALF-WIDTH), AS DESCRIBED IN A DOCUMENT RECORDED ON NOVEMBER 29, 2006 AS INSTRUMENT NUMBER 2006-0808149 OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE NORTH 00° 21' 49" WEST, ALONG SAID EASTERLY LINE, 10.14 FEET TO A POINT LYING 73.14 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE CENTERLINE OF SAID HOLT BOULEVARD, AS SAID CENTERLINE IS SHOWN IN SAID INSTRUMENT NUMBER 2006-0808149;

THENCE LEAVING SAID EASTERLY LINE, SOUTH 89° 36' 06" WEST, 188.90 FEET TO INTERSECTION WITH THE WESTERLY LINE OF SAID PARCEL 2, SAID INTERSECTION LYING 73.15 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE;

THENCE SOUTH 00° 21' 49" EAST, ALONG SAID WESTERLY LINE, 10.16 FEET, TO SAID NORTHERLY RIGHT OF WAY LINE;

THENCE NORTH 89° 35' 48" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 188.90 FEET, TO THE **POINT OF BEGINNING**;

THE LAND DESCRIBED HEREIN CONTAIN 1,917 SQUARE FEET MORE OR LESS.

SUBJECT TO ALL COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY, RIGHTS AND EASEMENTS OF RECORD IF ANY.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY SUPERVISION:

John M. Gonzales 6/08/23

JOHN M. GONZALES, PLS 9065 DATE



Property address: 1217 East Holt Boulevard, Ontario, Ca 91761

LEGEND

= PERMANENT EASEMENT PARCEL

( ) = INSTRUMENT NUMBER 2006-0808149, O.R.

[ ] = INSTRUMENT NUMBER 2014-0181306, O.R.

(( )) = ONTARIO COLONY LANDS MAP BOOK 11/6

PERMANENT EASEMENT PARCEL= 1917 SQUARE FEET +/-

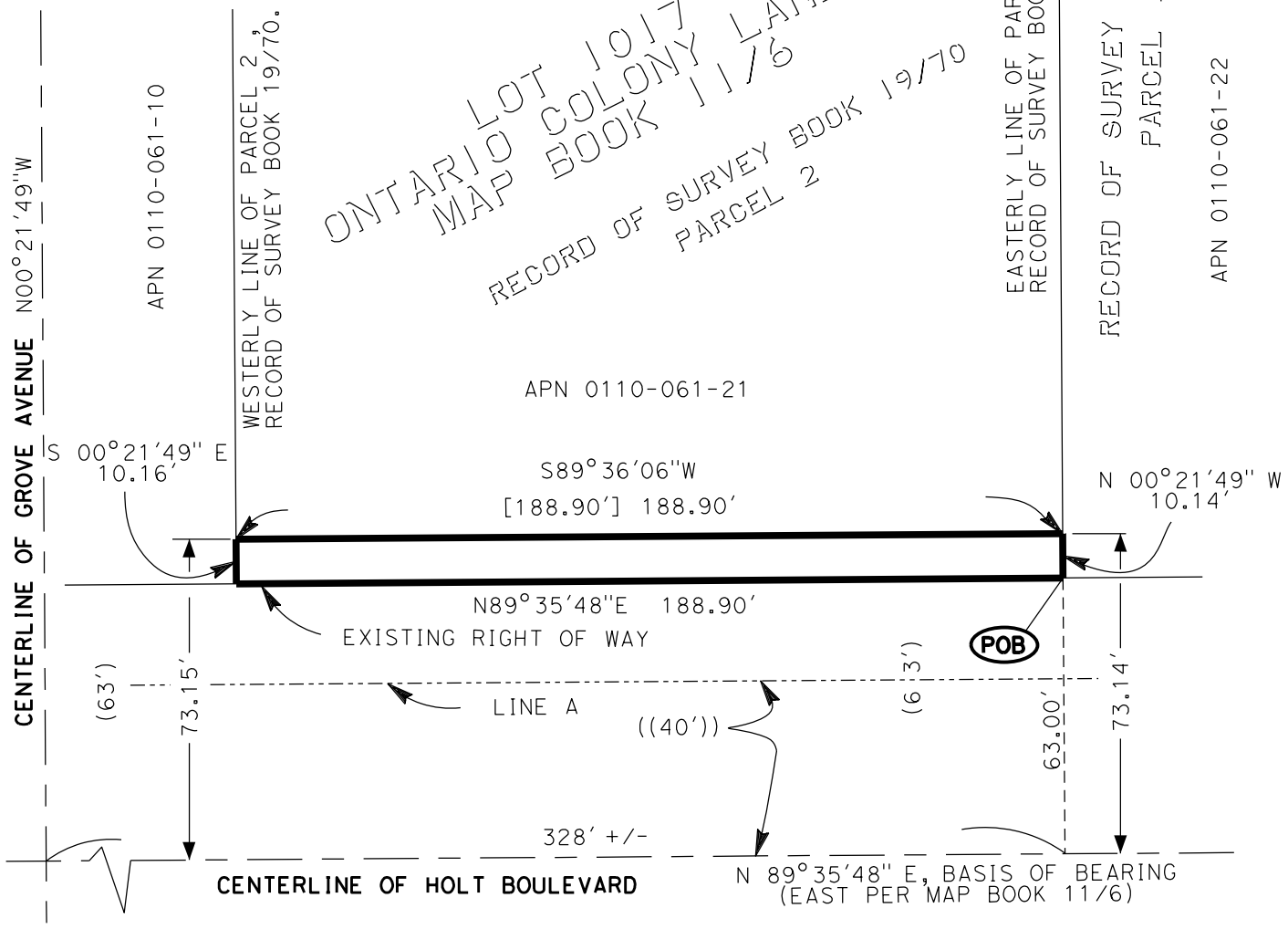
APN = ASSESSORS PARCEL NUMBER
POB = POINT OF BEGINNING
——— LINE TYPE = PARCEL LINE
–––– LINE TYPE = CENTERLINE
—·—·— LINE A = THE SOUTHERLY LINE OF THE SOUTH 287.00 FEET OF LOT 1017, MAP OF ONTARIO
– – – – LINE TYPE = TIE LINE

NOTE:
PLAT IS BASED ON RECORD INFORMATION PER ONTARIO COLONY LANDS MAP BOOK 11/6, RECORD OF SURVEY BOOK 19/70, PARCEL 2, INSTRUMENT NUMBER 2014-0181306 AND 2006-0808149

LICENSED LAND SURVEYOR
JOHN M. GONZALES
EXP. 3/31/24
No. 9065
STATE OF CALIFORNIA

6/08/23

SCALE 1"=40'



DAVID EVANS AND ASSOCIATES INC
4141 E. Inland Empire Boulevard,
Suite 250
Ontario, CA 91764
Phone: 909.481.5750

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

GROVE AVE AND HOLT BLVD WIDENING PROJECT

(APN 0110-061-21)

CITY OF ONTARIO
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

SHEET NO:	1 OF 1
JOB NO:	PTGI-12
DRAWN BY:	JMG
DATE:	6/05/23
SCALE:	1"=40'

PROPERTY ADDRESS: 1217 EAST HOLT BOULEVARD, ONTARIO, CA 91761

EXHIBIT "A"
LEGAL DESCRIPTION

(TEMPORARY CONSTRUCTION EASEMENT)

APN 0110-061-21

THAT PORTION OF THE SOUTH 287.00 FEET OF THE WEST 188.90 FEET OF THE EAST 3 ACRES OF THE WEST 5 ACRES OF LOT 1017, THE MAP OF ONTARIO, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, PER MAP RECORDED IN BOOK 11 OF MAPS, PAGE 6, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF PARCEL 2, AS SHOWN ON A RECORD OF SURVEY FILED IN BOOK 19 PAGE 70, RECORD OF SURVEYS, RECORDS OF SAID COUNTY, WITH THE NORTHERLY RIGHT OF WAY LINE OF HOLT BOULEVARD (63.00 FEET HALF-WIDTH), AS DESCRIBED IN A DOCUMENT RECORDED ON NOVEMBER 29, 2006 AS INSTRUMENT NUMBER 2006-0808149 OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE NORTH 00° 21' 49" WEST, ALONG SAID EASTERLY LINE, 10.14 FEET TO A POINT LYING 73.14 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE CENTERLINE OF HOLT BOULEVARD (63.00 FEET HALF-WIDTH), AS SAID CENTERLINE IS SHOWN PER SAID RECORD OF SURVEY, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID EASTERLY LINE, SOUTH 89° 36' 06" WEST, 188.90 FEET TO THE INTERSECTION WITH THE WESTERLY LINE OF SAID PARCEL 2, SAID POINT OF INTERSECTION LYING 73.15 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE;

THENCE NORTH 00° 21' 49" WEST, ALONG SAID WESTERLY LINE, 10.00 FEET;

THENCE LEAVING SAID WESTERLY LINE AND TRAVERSING THE INTERIOR OF SAID PARCEL 2, THE FOLLOWING TWELVE (12) COURSES:

1) NORTH 00° 21' 49" WEST, 10.00 FEET;
2) NORTH 89° 36' 06" EAST, 19.78 FEET;
3) SOUTH 00° 24' 08" WEST, 2.20 FEET;
4) SOUTH 89° 01' 51" EAST, 24.83 FEET;
5) NORTH 00° 50' 47" WEST, 5.00 FEET;
6) NORTH 89° 09' 13" EAST, 37.42 FEET;
7) SOUTH 00° 53' 23" EAST, 7.00 FEET;
8) NORTH 89° 22' 12" EAST, 95.42 FEET;
9) NORTH 00° 19' 54" WEST, 8.28 FEET;
10) NORTH 88° 20' 25" EAST, 5.44 FEET;
11) NORTH 00° 23' 54" WEST, 16.41 FEET;
12) NORTH 89° 36' 06" EAST, 6.04 FEET; TO SAID EASTERLY LINE OF SAID PARCEL 2;

THENCE SOUTH 00°21'49" EAST, ALONG SAID EASTERLY LINE, 30.70 FEET, TO THE **TRUE POINT OF BEGINNING**.

EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN CONTAIN 1,652 SQUARE FEET MORE OR LESS.

SUBJECT TO ALL COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY, RIGHTS AND EASEMENTS OF RECORD IF ANY.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY SUPERVISION:

John M. Gonzales 6/08/23

JOHN M. GONZALES, PLS 9065 DATE



Property address: 1217 East Holt Boulevard, Ontario, Ca 91761

COURSES			
L1	=	N 00°21'49"W,	10.00'
L2	=	N 89°36'06" E,	19.78'
L3	=	S 00°24'08" W,	2.20'
L4	=	S 89°01'51" E,	24.83'
L5	=	N 00°50'47" W,	5.00'
L6	=	N 89°09'13" E,	37.42'
L7	=	S 00°53'23" E,	7.00'
L8	=	N 89°22'12" E,	95.42'
L9	=	N 00°19'54" W,	8.28'
L10	=	N 88°20'25" E,	5.44'
L11	=	N 00°23'54" W,	16.41'
L12	=	N 89°36'06" E,	6.04'
L13	=	S 00°21'49" E,	30.70'
L14	=	N 00°21'49" W,	10.14'

LEGEND

= TEMPORARY CONSTRUCTION EASEMENT PARCEL

( ) = INSTRUMENT NUMBER 2006-0808149, O.R.

[ ] = INSTRUMENT NUMBER 2014-0181306, O.R.

(( )) = ONTARIO COLONY LANDS, MAP BOOK 11/6

TEMPORARY CONSTRUCTION EASEMENT PARCEL = 1,652 SQUARE FEET +/-

APN = ASSESSORS PARCEL NUMBER

POC = POINT OF COMMENCING

TPOB = TRUE POINT OF BEGINNING

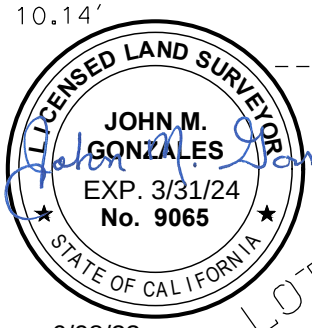
——— LINE TYPE = PARCEL LINE

—·—·— LINE TYPE = CENTERLINE

—·—·— LINE A = THE SOUTHERLY LINE OF THE SOUTH 287.00 FEET OF LOT 1017, MAP OF ONTARIO

- - - - LINE TYPE = TIE LINE

SCALE 1"=40'



LOT 1017 ONTARIO COLONY LANDS MAP BOOK 11/6

RECORD OF SURVEY BOOK 19/70 PARCEL 2

APN 0110-061-10

APN 0110-061-21

APN 0110-061-22

WESTERLY LINE OF PARCEL 2, RECORD OF SURVEY BOOK 19/70.

EASTERLY LINE OF PARCEL 2, RECORD OF SURVEY BOOK 19/70.

CENTERLINE OF GROVE AVENUE N00°21'49"W

NOTE: PLAT IS BASED ON RECORD INFORMATION PER ONTARIO COLONY LANDS MAP BOOK 11/6, RECORD OF SURVEY BOOK 19/70, PARCEL 2, INSTRUMENT NUMBER 2014-0181306 AND 2006-0808149

L1 L2 L3 L4 L5 L6 L7 L8 L9 L10 L11 L12 L13 L14

TPOB

POC

N89°36'06" E 188.90'

N89°35'48" E [188.90'] 188.90'

EXISTING RIGHT OF WAY

LINE A

((40'))

(63')

(63')

73.15'

73.14'

63.00'

328' +/-

CENTERLINE OF HOLT BOULEVARD

N 89°35'48" E, BASIS OF BEARING (EAST PER MAP BOOK 11/6)

DAVID EVANS AND ASSOCIATES INC
4141 E. Inland Empire Boulevard, Suite 250
Ontario, CA 91764
Phone: 909.481.5750

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

GROVE AVE AND HOLT BLVD WIDENING PROJECT

(APN 0110-061-21)

CITY OF ONTARIO
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

SHEET NO:	1 OF 1
JOB NO:	PTGI-12
DRAWN BY:	JMG
DATE: REVISED	6/05/23
SCALE:	1"=40'

PROPERTY ADDRESS: 1217 EAST HOLT BOULEVARD, ONTARIO, CA 91761

EXHIBIT C

Assessor Parcel No. 0110-061-24

Legal Definitions

"Permanent Easement" refers to a non-exclusive permanent and perpetual easement and right of way in favor of the City of Ontario (the "City"), and to its successors, and assigns, hereinafter described together with the right to forever construct, maintain, improve, alter, relocate, inspect, occupy, and use for the construction and maintenance of roadways, streets and underground lines, power poles, public utilities, and other public uses, as determined necessary by the City, together with all necessary rights incidental thereto, on, over, under, and across the property in connection with the exercise of any easement rights described herein. The property affected is described and depicted in the legal description and plat mat included hereto and made a part hereof.

Property owner(s) shall not erect or construct, or permit to be erected or constructed, any building, structure or improvement on, over, or under any portion of the easement, or plant trees or any other vegetation on any portion of the easement except with the prior written consent of the City, its successors and assigns.

The City shall have the right to trim, cut or clear away any trees, brush, or other vegetation from time to time as determined in its sole discretion, without payment of additional compensation.

No other easements shall be granted on, under or over the easement without the prior written consent of the City, its successors and assigns.

The ground elevations of the roadway upon completion of construction shall not be further increased or decreased without the prior written consent of the City.

Property owner(s) shall not cause, directly, indirectly or negligently, any interference with or harm to the rights conveyed hereunder.

"Temporary construction easement" or "TCE" refers to the temporary and non-exclusive right of the City of Ontario ("City"), its successors and assigns, to engage in construction and related activities for purposes of constructing the City's project known as the Grove Avenue and Holt Boulevard Intersection Widening Project ("Project"), together with all necessary rights of ingress and egress to the easement area in connection with the exercise of any of the easement rights.

The rights under this Temporary Construction easement are non-exclusive and the owner(s) may make use of the TCE area so long as it does not interfere with the rights, purpose, and intent of the City's use of the Temporary Construction Easement.

Such right shall be exercised for a period of 14 months, beginning no fewer than 72 hours after the date that the City provides written notice of commencement of the TCE to the property owner(s).

The Temporary Construction Easement shall automatically expire and be of no further force and effect upon the date ("**Expiration Date**") that any of the following-described events first occurs: (i) fourteen months from the notice of commencement of the Temporary Construction Easement is given to the property owner(s); or (ii) fourteen months from the date of recording of

the Temporary Construction Easement. Termination of the Temporary Construction Easement as of the Expiration Date shall be automatic without any further act by either the City or the property owner(s).

In the event the City is unable to complete the Project before the expiration of the Temporary Construction Easement period, the City reserves the right to extend the TCE period for up to an additional 12 months upon: (i) 72 hours' notice of the need for any such extension, and (ii) payment of just compensation for each month the TCE is extended in an amount agreed-upon by the City and the owner(s), or in the event there is no such agreement, the probable amount of just compensation that is determined by a qualified appraisal.

Non-Permitted Activities by Property Owner(s):

Through the duration of the TCE, the property owner and their successor or assigns may not, without the express written consent of the City: (i) erect or permit the erection of any building, wall, fence or other structure within the Temporary Construction Easement area; (ii) plant nor permit the planting of any tree(s), plant(s) or other vegetation or flora on any portion of the Temporary Construction Easement are; (iii) undertake or permit the undertaking of any activity that may interfere with the City's use of the Temporary Construction Easement and exercise of all rights and privileges thereof; or (iv) grant any other easements on, under or over the Temporary Construction Easement area that would interfere with the City's use or purpose of the TCE.

Permitted Activities by the City:

Through the duration of the TCE, the City, its employees, agents, representatives, contractors, subcontractors, and workmen shall be allows to: (i) perform all activities as may be necessary to facilitate the purposes of the Temporary Construction Easement; (ii) use, control and occupy the Temporary Construction Easement Parcel on a non-exclusive basis; (iii) have access to, ingress to, and egress from the Temporary Construction Easement Parcel; (iv) use and temporarily place and operate tools, equipment, machinery and materials on the Temporary Construction Easement Parcel; and (v) trim, cut, or clear away any trees, brush or other vegetation or flora, including the roots thereof, located within the Temporary Construction Easement Parcel.

Obligations of the City:

The City agrees, by and for itself, its assigns, heirs and voluntary and involuntary successors in interest to the Temporary Construction Easement, that upon completion of that portion of the Project abutting to the Property, the City shall: (i) repair or replace in kind, at the City's sole discretion and expense, any improvements such as fences, gates and other "hard" features that the property owner(s) did not receive compensation for, existing on the Temporary Construction Easement Parcel that are damaged as a result of the City's exercise of its rights and privileges under the Temporary Construction Easement; and (ii) leave the Temporary Construction Easement Parcel in a clear, graded state with no construction debris present.

EXHIBIT "A"
LEGAL DESCRIPTION

(PERMANENT EASEMENT)

APN 0110-061-24

BEING A PORTION OF PARCEL 1 OF PARCEL MAP 10241, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, PER MAP FILED IN BOOK 133, PAGES 1 AND 2 OF PARCEL MAPS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF SAID PARCEL 1 WITH THE NORTHERLY RIGHT OF WAY LINE OF HOLT BOULEVARD (50.00 FEET HALF-WIDTH), AS SHOWN ON SAID PARCEL MAP;

THENCE NORTH 00° 21' 49" WEST, ALONG SAID EASTERLY LINE, 11.00 FEET TO A POINT LYING 60.95 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE CENTERLINE OF SAID HOLT BOULEVARD, AS SAID CENTERLINE IS SHOWN ON SAID PARCEL MAP;

THENCE LEAVING SAID EASTERLY LINE, NORTH 88° 16' 01" WEST, 167.12 FEET TO THE INTERSECTION WITH THE WESTERLY LINE OF SAID PARCEL, SAID INTERSECTION LYING 67.23 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE;

THENCE SOUTH 00° 21' 49" EAST, ALONG SAID WESTERLY LINE, 7.23 FEET;

THENCE SOUTH 00° 24' 12" EAST, ALONG SAID WESTERLY LINE, 10.00 FEET, TO THE INTERSECTION WITH SAID NORTHERLY RIGHT OF WAY LINE;

THENCE NORTH 89° 35' 48" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 167.00 FEET TO THE **POINT OF BEGINNING.**

THE LAND DESCRIBED HEREIN CONTAINS 2357 SQUARE FEET, MORE OR LESS.

SUBJECT TO ALL COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY, RIGHTS AND EASEMENTS OF RECORD IF ANY.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY SUPERVISION:

John M. Gonzales 6/08/23

JOHN M. GONZALES, PLS 9065 DATE



PROPERTY ADDRESS: 1315 EAST HOLT BOULEVARD, ONTARIO, CA 91761

NOTE:
PLAT IS BASED ON RECORD INFORMATION PER ONTARIO COLONY LANDS, MAP BOOK 11/6 AND PARCEL MAP 10241, PARCEL MAP BOOK 133/1-2.

LEGEND

= PERMANENT EASEMENT PARCEL

( ) = PARCEL MAP 10241, PARCEL MAP BOOK 133/1-2.

APN = ASSESSORS PARCEL NUMBER

POB = POINT OF BEGINNING

PERMANENT EASEMENT PARCEL = 2,357+/-SQUARE FEET.

——— LINE TYPE = PARCEL LINE

–·–·– LINE TYPE = CENTERLINE

— — LINE TYPE = TIE LINE

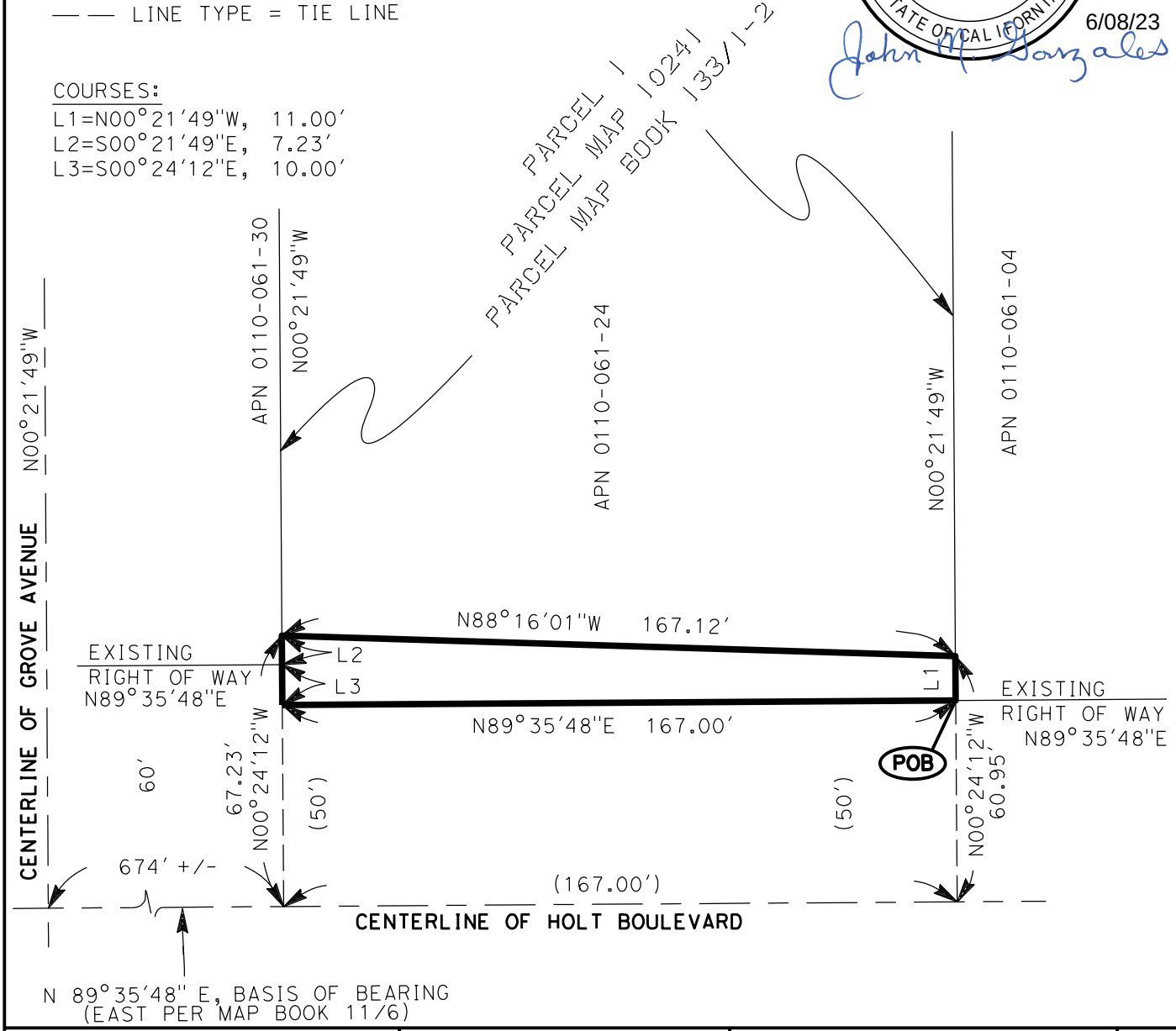
LICENSED LAND SURVEYOR
JOHN M. GONZALES
EXP. 3/31/24
No. 9065
STATE OF CALIFORNIA

6/08/23

John M. Gonzales

SCALE 1"=40'

COURSES:
L1=N00°21'49"W, 11.00'
L2=S00°21'49"E, 7.23'
L3=S00°24'12"E, 10.00'



DAVID EVANS AND ASSOCIATES INC
4141 E. Inland Empire Boulevard, Suite 250
Ontario, CA 91764
Phone: 909.481.5750

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

GROVE AVE AND HOLT BLVD WIDENING PROJECT

(APN 0110-061-24)

CITY OF ONTARIO
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

SHEET NO:	1 OF 1
JOB NO:	PTGI-12
DRAWN BY:	JMG
DATE: REVISED	6/06/23
SCALE:	1" = 40'

PROPERTY ADDRESS: 1315 EAST HOLT BOULEVARD, ONTARIO, CA 91761

EXHIBIT "A"
LEGAL DESCRIPTION

(TEMPORARY CONSTRUCTION EASEMENT)

APN 0110-061-24

BEING A PORTION OF PARCEL 1 OF PARCEL MAP 10241, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, PER MAP FILED IN BOOK 133, PAGES 1 AND 2 OF PARCEL MAPS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF SAID PARCEL 1 WITH THE NORTHERLY RIGHT OF WAY LINE OF HOLT BOULEVARD (50.00 FEET HALF-WIDTH), AS SHOWN ON SAID PARCEL MAP;

THENCE NORTH 00° 21' 49" WEST, ALONG SAID EASTERLY LINE, 10.95 FEET TO A POINT LYING 60.95 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE CENTERLINE OF SAID HOLT BOULEVARD, AS SAID CENTERLINE IS SHOWN ON SAID PARCEL MAP, SAID POINT ALSO BEING THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID EASTERLY LINE, NORTH 88° 16' 01" WEST, 167.12 FEET TO THE INTERSECTION WITH THE WESTERLY LINE OF SAID PARCEL, SAID INTERSECTION LYING 67.23 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE;

THENCE NORTH 00° 21' 49" WEST, ALONG SAID WESTERLY LINE, 0.97 FEET;

THENCE LEAVING SAID WESTERLY LINE, SOUTH 88° 54' 33" EAST, 93.87 FEET;

THENCE NORTH 00° 27' 11" WEST, 17.13 FEET;

THENCE NORTH 89° 36' 06" EAST, 73.19 FEET TO THE INTERSECTION WITH SAID EASTERLY LINE;

THENCE SOUTH 00° 21' 49" EAST, ALONG SAID EASTERLY LINE, 21.87 FEET TO THE **TRUE POINT OF BEGINNING**.

THE LAND DESCRIBED HEREIN CONTAINS 1,641 SQUARE FEET, MORE OR LESS.

SUBJECT TO ALL COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY, RIGHTS AND EASEMENTS OF RECORD IF ANY.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY SUPERVISION:

_____

JOHN M. GONZALES, PLS 9065 DATE

PROPERTY ADDRESS: 1315 EAST HOLT BOULEVARD, ONTARIO, CA 91761

COURSES		
L1	= N 00°21'49" W,	0.97'
L2	= S 88°54'33" E,	93.87'
L3	= N 00°27'11" W,	17.13'
L4	= N 89°36'06" E,	73.19'
L5	= S 00°21'49" E,	21.87'
L6	= N 00°21'49" W,	10.95'

NOTE:
PLAT IS BASED ON RECORD INFORMATION PER ONTARIO COLONY LANDS, MAP BOOK 11/6 AND PARCEL MAP 10241, PARCEL MAP BOOK 133/1-2.

SCALE
1"=40'

LEGEND

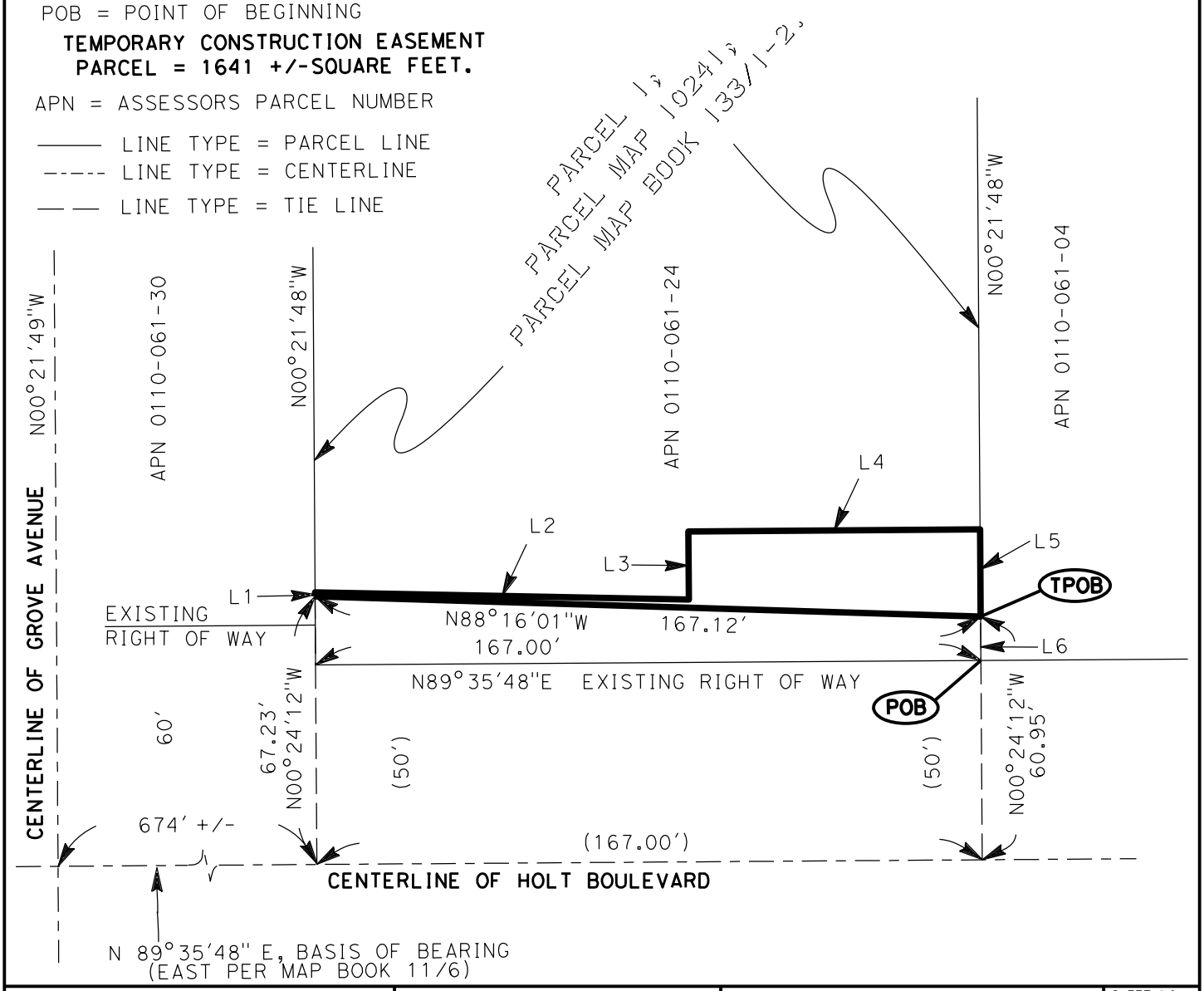
= TEMPORARY CONSTRUCTION EASEMENT PARCEL

( ) = PARCEL MAP 10241, PARCEL MAP BOOK 133/1-2.
POB = POINT OF BEGINNING
POB = POINT OF BEGINNING

TEMPORARY CONSTRUCTION EASEMENT PARCEL = 1641 +/-SQUARE FEET.

APN = ASSESSORS PARCEL NUMBER

——— LINE TYPE = PARCEL LINE
–·–·– LINE TYPE = CENTERLINE
— — LINE TYPE = TIE LINE



DAVID EVANS AND ASSOCIATES INC
4141 E. Inland Empire Boulevard,
Suite 250
Ontario, CA 91764
Phone: 909.481.5750

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

GROVE AVE AND HOLT BLVD WIDENING PROJECT

(APN 0110-061-24)

CITY OF ONTARIO
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

SHEET NO:	1 OF 1
JOB NO:	PTGI-12
DRAWN BY:	JMG
DATE: REVISED	5/17/23
SCALE:	1" = 40'

PROPERTY ADDRESS: 1315 EAST HOLT BOULEVARD, ONTARIO, CA 91761

EXHIBIT D

Assessor Parcel No. 0110-061-25

Legal Definitions

"Permanent Easement" refers to a non-exclusive permanent and perpetual easement and right of way in favor of the City of Ontario (the "City"), and to its successors, and assigns, hereinafter described together with the right to forever construct, maintain, improve, alter, relocate, inspect, occupy, and use for the construction and maintenance of roadways, streets and underground lines, power poles, public utilities, and other public uses, as determined necessary by the City, together with all necessary rights incidental thereto, on, over, under, and across the property in connection with the exercise of any easement rights described herein. The property affected is described and depicted in the legal description and plat mat included hereto and made a part hereof.

Property owner(s) shall not erect or construct, or permit to be erected or constructed, any building, structure or improvement on, over, or under any portion of the easement, or plant trees or any other vegetation on any portion of the easement except with the prior written consent of the City, its successors and assigns.

The City shall have the right to trim, cut or clear away any trees, brush, or other vegetation from time to time as determined in its sole discretion, without payment of additional compensation.

No other easements shall be granted on, under or over the easement without the prior written consent of the City, its successors and assigns.

The ground elevations of the roadway upon completion of construction shall not be further increased or decreased without the prior written consent of the City.

Property owner(s) shall not cause, directly, indirectly or negligently, any interference with or harm to the rights conveyed hereunder.

"Temporary construction easement" or "TCE" refers to the temporary and non-exclusive right of the City of Ontario ("City"), its successors and assigns, to engage in construction and related activities for purposes of constructing the City's project known as the Grove Avenue and Holt Boulevard Intersection Widening Project ("Project"), together with all necessary rights of ingress and egress to the easement area in connection with the exercise of any of the easement rights.

The rights under this Temporary Construction easement are non-exclusive and the owner(s) may make use of the TCE area so long as it does not interfere with the rights, purpose, and intent of the City's use of the Temporary Construction Easement.

Such right shall be exercised for a period of 14 months, beginning no fewer than 72 hours after the date that the City provides written notice of commencement of the TCE to the property owner(s).

The Temporary Construction Easement shall automatically expire and be of no further force and effect upon the date ("**Expiration Date**") that any of the following-described events first occurs: (i) fourteen months from the notice of commencement of the Temporary Construction Easement is given to the property owner(s); or (ii) fourteen months from the date of recording of

the Temporary Construction Easement. Termination of the Temporary Construction Easement as of the Expiration Date shall be automatic without any further act by either the City or the property owner(s).

In the event the City is unable to complete the Project before the expiration of the Temporary Construction Easement period, the City reserves the right to extend the TCE period for up to an additional 12 months upon: (i) 72 hours' notice of the need for any such extension, and (ii) payment of just compensation for each month the TCE is extended in an amount agreed-upon by the City and the owner(s), or in the event there is no such agreement, the probable amount of just compensation that is determined by a qualified appraisal.

Non-Permitted Activities by Property Owner(s):

Through the duration of the TCE, the property owner and their successor or assigns may not, without the express written consent of the City: (i) erect or permit the erection of any building, wall, fence or other structure within the Temporary Construction Easement area; (ii) plant nor permit the planting of any tree(s), plant(s) or other vegetation or flora on any portion of the Temporary Construction Easement are; (iii) undertake or permit the undertaking of any activity that may interfere with the City's use of the Temporary Construction Easement and exercise of all rights and privileges thereof; or (iv) grant any other easements on, under or over the Temporary Construction Easement area that would interfere with the City's use or purpose of the TCE.

Permitted Activities by the City:

Through the duration of the TCE, the City, its employees, agents, representatives, contractors, subcontractors, and workmen shall be allows to: (i) perform all activities as may be necessary to facilitate the purposes of the Temporary Construction Easement; (ii) use, control and occupy the Temporary Construction Easement Parcel on a non-exclusive basis; (iii) have access to, ingress to, and egress from the Temporary Construction Easement Parcel; (iv) use and temporarily place and operate tools, equipment, machinery and materials on the Temporary Construction Easement Parcel; and (v) trim, cut, or clear away any trees, brush or other vegetation or flora, including the roots thereof, located within the Temporary Construction Easement Parcel.

Obligations of the City:

The City agrees, by and for itself, its assigns, heirs and voluntary and involuntary successors in interest to the Temporary Construction Easement, that upon completion of that portion of the Project abutting to the Property, the City shall: (i) repair or replace in kind, at the City's sole discretion and expense, any improvements such as fences, gates and other "hard" features that the property owner(s) did not receive compensation for, existing on the Temporary Construction Easement Parcel that are damaged as a result of the City's exercise of its rights and privileges under the Temporary Construction Easement; and (ii) leave the Temporary Construction Easement Parcel in a clear, graded state with no construction debris present.

EXHIBIT "A"

LEGAL DESCRIPTION

(PERMANENT EASEMENT)

APN 0110-061-25

BEING A PORTION OF PARCEL 1 OF PARCEL MAP 10958, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, PER MAP FILED IN BOOK 135 PAGES 14 AND 15, OF PARCEL MAPS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF SAID PARCEL 1 WITH THE NORTHERLY RIGHT OF WAY LINE OF HOLT BOULEVARD (60.00 FEET HALF-WIDTH), AS SHOWN ON SAID PARCEL MAP;

THENCE NORTH 00° 21' 49" WEST, ALONG SAID EASTERLY LINE, 13.12 FEET TO A POINT LYING 73.12 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF SAID HOLT BOULEVARD, AS SAID CENTERLINE IS SHOWN ON SAID PARCEL MAP;

THENCE LEAVING SAID EASTERLY LINE, SOUTH 89° 36' 06" WEST, 168.21 FEET TO THE INTERSECTION WITH THE WESTERLY LINE OF SAID PARCEL, SAID INTERSECTION LYING 73.14 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE;

THENCE SOUTH 00° 21' 49" EAST, ALONG SAID WESTERLY LINE, 10.14 FEET, TO THE NORTHERLY RIGHT OF WAY LINE OF HOLT BOULEVARD (63.00 FEET HALF WIDTH);

THENCE LEAVING SAID RIGHT OF WAY LINE, SOUTH 00° 21' 49" EAST 3.00 FEET TO SAID AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE OF HOLT BOULEVARD (60.00 FEET HALF WIDTH);

THENCE NORTH 89° 35' 48" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 168.20 FEET TO THE **POINT OF BEGINNING**.

THE LAND DESCRIBED HEREIN CONTAIN 2208 SQUARE FEET, MORE OR LESS

SUBJECT TO ALL COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY, RIGHTS AND EASEMENTS OF RECORD IF ANY.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY SUPERVISION:

John M. Gonzales 6/08/23

JOHN M. GONZALES, PLS 9065 DATE



PROPERTY ADDRESS: 1241 EAST HOLT BOULEVARD, ONTARIO, CA 91761

NOTE:
PLAT IS BASED ON RECORD INFORMATION PER ONTARIO COLONY LANDS MAP BOOK 11/6, PARCEL 1 OF PARCEL MAP BOOK 135/14-15, AND INSTRUMENT NUMBER 2001-0295682.

LEGEND

= PERMANENT EASEMENT PARCEL

( ) = INSTRUMENT NUMBER 2001-0295682, O.R.

(( )) = PARCEL MAP BOOK 135/14-15.

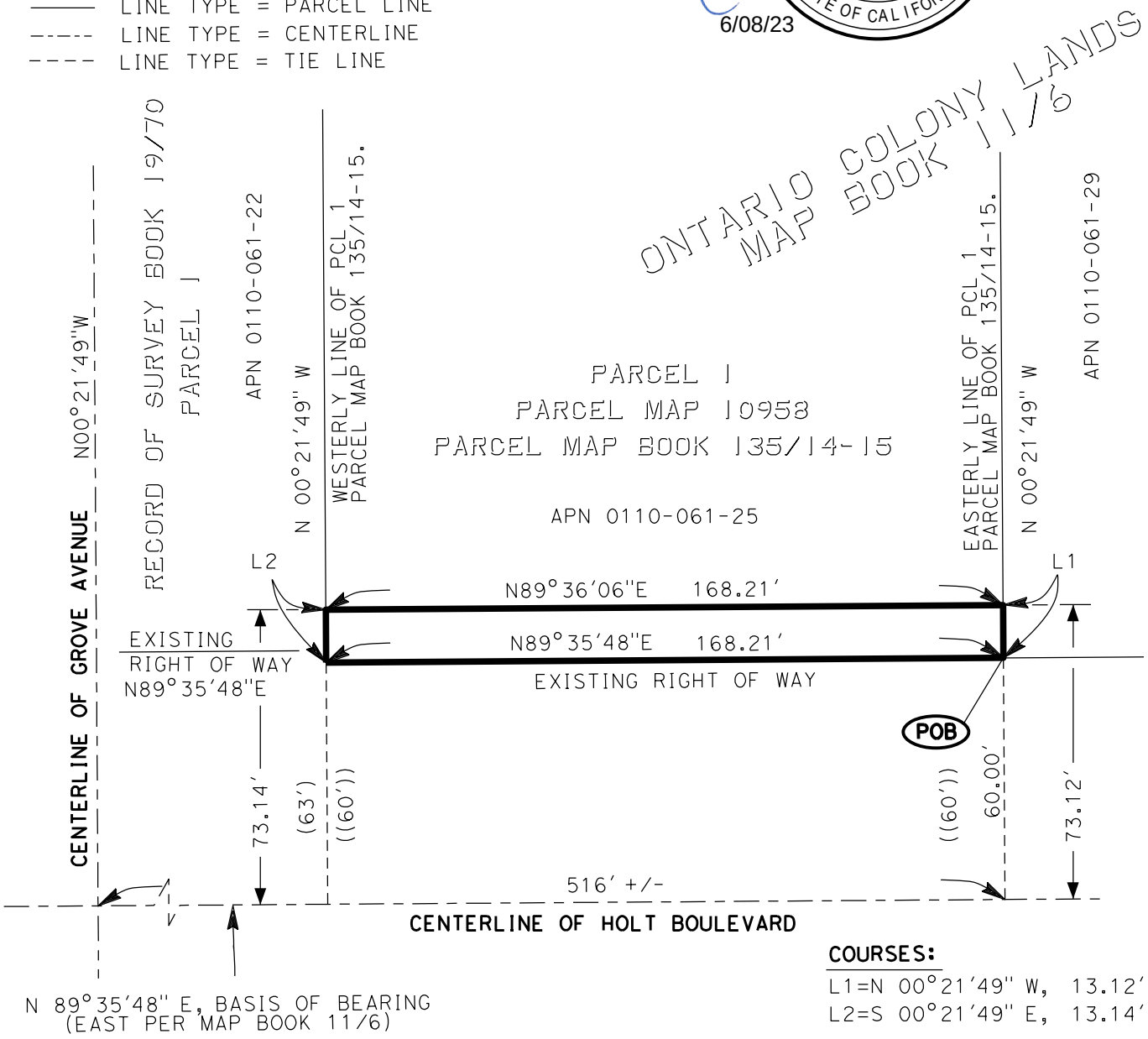
PERMANENT EASEMENT PARCEL = 2208 +/-SQUARE FEET.

APN = ASSESSORS PARCEL NUMBER
POB = POINT OF BEGINNING
——— LINE TYPE = PARCEL LINE
–·–·– LINE TYPE = CENTERLINE
– – – – LINE TYPE = TIE LINE

LICENSED LAND SURVEYOR
JOHN M. GONZALES
EXP. 3/31/24
No. 9065
STATE OF CALIFORNIA

6/08/23

SCALE 1"=200'



COURSES:
L1=N 00°21'49" W, 13.12'
L2=S 00°21'49" E, 13.14'

DAVID EVANS AND ASSOCIATES INC
4141 E. Inland Empire Boulevard, Suite 250
Ontario, CA 91764
Phone: 909.481.5750

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

GROVE AVE AND HOLT BLVD WIDENING PROJECT

(APN 0110-061-25)

CITY OF ONTARIO
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

SHEET NO:	1 OF 1
JOB NO:	PTGI-12
DRAWN BY:	JMG
DATE: REVISED	6/05/23
SCALE:	1"=40'

PROPERTY ADDRESS: 1241 EAST HOLT BOULEVARD, ONTARIO, CA 91761

EXHIBIT "A"
LEGAL DESCRIPTION

(TEMPORARY CONSTRUCTION EASEMENT)

APN 0110-061-25

BEING A PORTION OF PARCEL 1 OF PARCEL MAP 10958, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, PER MAP FILED IN BOOK 135 PAGES 14 AND 15, OF PARCEL MAPS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF SAID PARCEL 1 WITH THE NORTHERLY RIGHT OF WAY LINE OF HOLT BOULEVARD (60.00 FEET HALF-WIDTH), AS SHOWN ON SAID PARCEL MAP;

THENCE NORTH 00° 21' 49" WEST, ALONG SAID EASTERLY LINE, 10.14 FEET TO A POINT LYING 73.12 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE CENTERLINE OF SAID HOLT BOULEVARD, AS SAID CENTERLINE IS SHOWN ON SAID PARCEL MAP, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID EASTERLY LINE, SOUTH 89° 36' 06" WEST, 168.21 FEET TO THE INTERSECTION WITH THE WESTERLY LINE OF SAID PARCEL, SAID INTERSECTION LYING 73.14 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE;

THENCE NORTH 00°21'49" WEST, ALONG SAID WESTERLY LINE, 30.70 FEET;

THENCE LEAVING SAID WESTERLY LINE AND TRAVERSING THE INTERIOR OF SAID PARCEL THE FOLLOWING ELEVEN (11) COURSES:

1) NORTH 89° 36' 06" EAST, 4.29 FEET;
2) SOUTH 00° 02' 05" WEST, 16.21 FEET;
3) NORTH 89° 40' 35" EAST, 25.31 FEET;
4) SOUTH 01° 52' 03" WEST, 7.98 FEET;
5) NORTH 89° 28' 38" EAST, 26.74 FEET;
6) NORTH 01° 48 '06" WEST, 6.76 FEET;
7) NORTH 89° 36' 06" EAST, 45.74 FEET;
8) SOUTH 00° 29' 15" EAST, 6.81 FEET;
9) NORTH 89° 30' 45" EAST, 61.37 FEET;
10) NORTH 00° 29' 15" WEST, 19.95 FEET;
11) SOUTH 89° 56' 01" EAST, 5.38 FEET, TO THE INTERSECTION WITH SAID EASTERLY LINE;

THENCE SOUTH 00°21'49" EAST, ALONG SAID EASTERLY LINE, 26.50 FEET TO THE **TRUE POINT OF BEGINNING**

THE LAND DESCRIBED HEREIN CONTAIN 1,816 SQUARE FEET, MORE OR LESS

SUBJECT TO ALL COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY, RIGHTS AND EASEMENTS OF RECORD IF ANY.

EXHIBIT "A"

LEGAL DESCRIPTION

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY SUPERVISION:

John M. Gonzales 6/08/23

JOHN M. GONZALES, PLS 9065 DATE



PROPERTY ADRESS: 1241 EAST HOLT BOULEVARD, ONTARIO, CA 91761.

P:\P\PTGI00000012\0600INFO\SV\0695LegalDescriptions\Draft\8 (APN 0110-061-25)\8 (APN 0110-061-25)TCE Legal Description revised (060823).docx

COURSES

L1 =N89°36'06"E, 4.29'
L2 =S00°02'05"W, 16.21'
L3 =N89°40'35"E, 25.31'
L4 =S01°52'03"W, 7.98'
L5 =N89°28'38"E, 26.74'
L6 =N01°48'06"W, 6.76'
L7 =N89°36'06"E, 45.74'
L8 =S00°29'15"E, 6.81'
L9 =N89°30'45"E, 61.37'
L10=N00°29'15"W, 19.95'
L11=S89°56'01"E, 5.38'
L12=S00°21'49"E, 26.50'
L13=N00°21'49"W, 30.70'
L14=N00°21'49"W, 10.14'

LEGEND

▭ = TEMPORARY CONSTRUCTION EASEMENT PARCEL

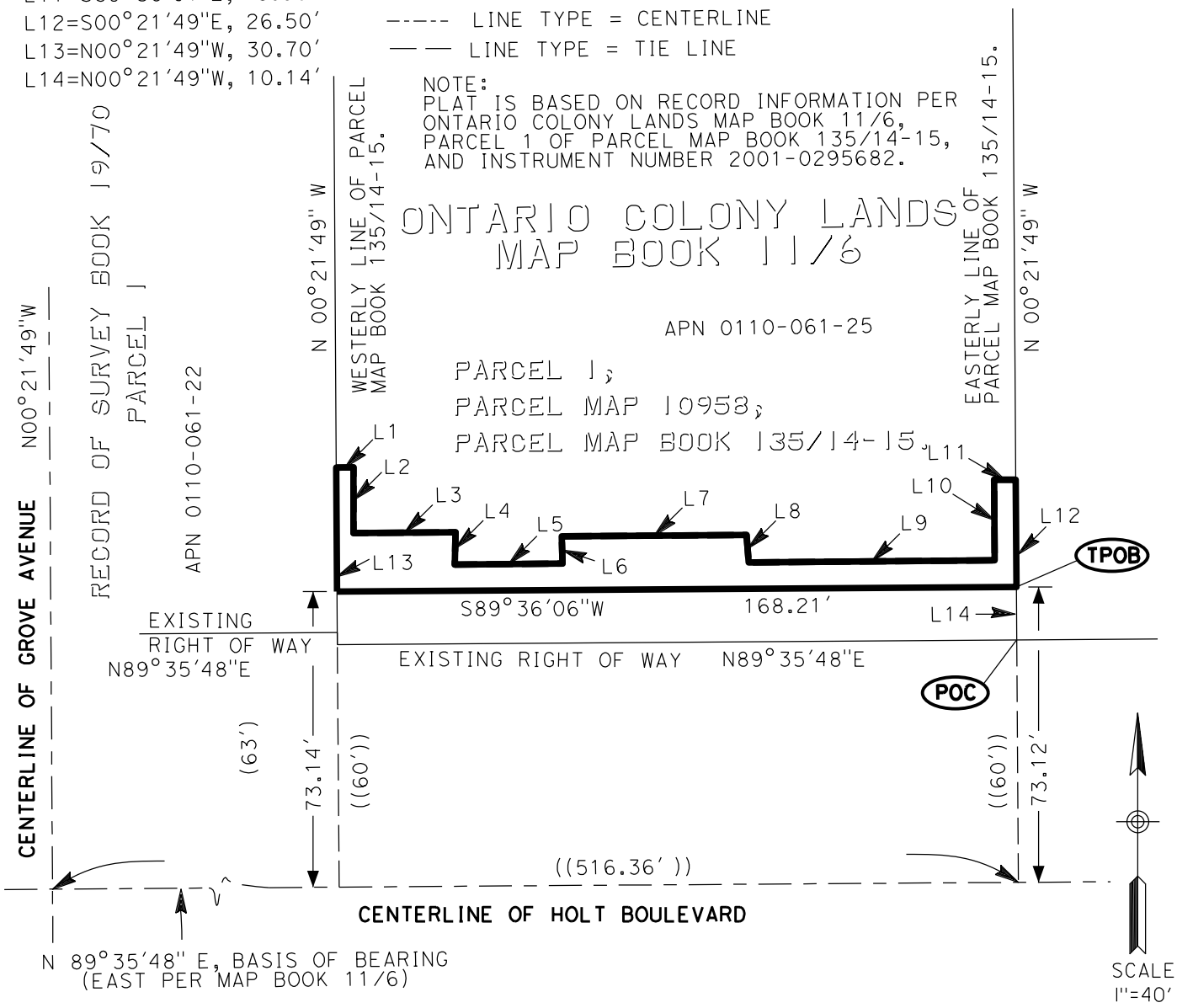
APN = ASSESSORS PARCEL NUMBER
POC = POINT OF COMMENCING
TPOB = TRUE POINT OF BEGINNING
( ) = INSTUMENT NUMBER 2001-0295682, O.R.
(( )) = PARCEL MAP BOOK 135/14-15.

TEMPORARY CONSTRUCTION EASEMENT PARCEL = 1,816 +/-SQUARE FOOT

——— LINE TYPE = PARCEL LINE
-·-·-·- LINE TYPE = CENTERLINE
— — LINE TYPE = TIE LINE

LICENSED LAND SURVEYOR
JOHN M. GONZALES
EXP. 3/31/24
No. 9065
STATE OF CALIFORNIA
6/08/23

NOTE:
PLAT IS BASED ON RECORD INFORMATION PER ONTARIO COLONY LANDS MAP BOOK 11/6, PARCEL 1 OF PARCEL MAP BOOK 135/14-15, AND INSTRUMENT NUMBER 2001-0295682.



DAVID EVANS AND ASSOCIATES INC
4141 E. Inland Empire Boulevard, Suite 250
Ontario, CA 91764
Phone: 909.481.5750

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

GROVE AVE AND HOLT BLVD WIDENING PROJECT

(APN 0110-061-25)

CITY OF ONTARIO
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

SHEET NO:	1 OF 1
JOB NO:	PTGI-12
DRAWN BY:	JMG
DATE: REVISED	6/05/23
SCALE:	1"=40'

PROPERTY ADDRESS: 1241 EAST HOLT BOULEVARD, ONTARIO, CA 91761

EXHIBIT E

Assessor Parcel No. 0110-061-30

Legal Definitions

"Permanent Easement" refers to a non-exclusive permanent and perpetual easement and right of way in favor of the City of Ontario (the "City"), and to its successors, and assigns, hereinafter described together with the right to forever construct, maintain, improve, alter, relocate, inspect, occupy, and use for the construction and maintenance of roadways, streets and underground lines, power poles, public utilities, and other public uses, as determined necessary by the City, together with all necessary rights incidental thereto, on, over, under, and across the property in connection with the exercise of any easement rights described herein. The property affected is described and depicted in the legal description and plat mat included hereto and made a part hereof.

Property owner(s) shall not erect or construct, or permit to be erected or constructed, any building, structure or improvement on, over, or under any portion of the easement, or plant trees or any other vegetation on any portion of the easement except with the prior written consent of the City, its successors and assigns.

The City shall have the right to trim, cut or clear away any trees, brush, or other vegetation from time to time as determined in its sole discretion, without payment of additional compensation.

No other easements shall be granted on, under or over the easement without the prior written consent of the City, its successors and assigns.

The ground elevations of the roadway upon completion of construction shall not be further increased or decreased without the prior written consent of the City.

Property owner(s) shall not cause, directly, indirectly or negligently, any interference with or harm to the rights conveyed hereunder.

"Temporary construction easement" or "TCE" refers to the temporary and non-exclusive right of the City of Ontario ("City"), its successors and assigns, to engage in construction and related activities for purposes of constructing the City's project known as the Grove Avenue and Holt Boulevard Intersection Widening Project ("Project"), together with all necessary rights of ingress and egress to the easement area in connection with the exercise of any of the easement rights.

The rights under this Temporary Construction easement are non-exclusive and the owner(s) may make use of the TCE area so long as it does not interfere with the rights, purpose, and intent of the City's use of the Temporary Construction Easement.

Such right shall be exercised for a period of 14 months, beginning no fewer than 72 hours after the date that the City provides written notice of commencement of the TCE to the property owner(s).

The Temporary Construction Easement shall automatically expire and be of no further force and effect upon the date ("**Expiration Date**") that any of the following-described events first occurs: (i) fourteen months from the notice of commencement of the Temporary Construction Easement is given to the property owner(s); or (ii) fourteen months from the date of recording of

the Temporary Construction Easement. Termination of the Temporary Construction Easement as of the Expiration Date shall be automatic without any further act by either the City or the property owner(s).

In the event the City is unable to complete the Project before the expiration of the Temporary Construction Easement period, the City reserves the right to extend the TCE period for up to an additional 12 months upon: (i) 72 hours' notice of the need for any such extension, and (ii) payment of just compensation for each month the TCE is extended in an amount agreed-upon by the City and the owner(s), or in the event there is no such agreement, the probable amount of just compensation that is determined by a qualified appraisal.

Non-Permitted Activities by Property Owner(s):

Through the duration of the TCE, the property owner and their successor or assigns may not, without the express written consent of the City: (i) erect or permit the erection of any building, wall, fence or other structure within the Temporary Construction Easement area; (ii) plant nor permit the planting of any tree(s), plant(s) or other vegetation or flora on any portion of the Temporary Construction Easement are; (iii) undertake or permit the undertaking of any activity that may interfere with the City's use of the Temporary Construction Easement and exercise of all rights and privileges thereof; or (iv) grant any other easements on, under or over the Temporary Construction Easement area that would interfere with the City's use or purpose of the TCE.

Permitted Activities by the City:

Through the duration of the TCE, the City, its employees, agents, representatives, contractors, subcontractors, and workmen shall be allows to: (i) perform all activities as may be necessary to facilitate the purposes of the Temporary Construction Easement; (ii) use, control and occupy the Temporary Construction Easement Parcel on a non-exclusive basis; (iii) have access to, ingress to, and egress from the Temporary Construction Easement Parcel; (iv) use and temporarily place and operate tools, equipment, machinery and materials on the Temporary Construction Easement Parcel; and (v) trim, cut, or clear away any trees, brush or other vegetation or flora, including the roots thereof, located within the Temporary Construction Easement Parcel.

Obligations of the City:

The City agrees, by and for itself, its assigns, heirs and voluntary and involuntary successors in interest to the Temporary Construction Easement, that upon completion of that portion of the Project abutting to the Property, the City shall: (i) repair or replace in kind, at the City's sole discretion and expense, any improvements such as fences, gates and other "hard" features that the property owner(s) did not receive compensation for, existing on the Temporary Construction Easement Parcel that are damaged as a result of the City's exercise of its rights and privileges under the Temporary Construction Easement; and (ii) leave the Temporary Construction Easement Parcel in a clear, graded state with no construction debris present.

EXHIBIT "A"

LEGAL DESCRIPTION

(PERMANENT EASEMENT)

APN 0110-061-30

BEING A PORTION OF LOT A OF TRACT 17993, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, PER MAP ON FILE IN BOOK 317, PAGES 33 AND 34, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT A;

THENCE NORTH 00° 21' 49" WEST, ALONG THE EASTERLY LINE OF SAID LOT A, 7.23 FEET TO A POINT LYING 67.23 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE CENTERLINE OF HOLT BOULEVARD (60.00 FEET HALF-WIDTH), AS SAID CENTERLINE IS SHOWN ON SAID PARCEL MAP;

THENCE LEAVING SAID EASTERLY LINE, NORTH 88° 15' 02" WEST, 48.30 FEET TO THE INTERSECTION WITH THE WESTERLY LINE OF SAID LOT A, SAID POINT LYING 69.04 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE;

THENCE SOUTH 00° 21' 49" EAST, ALONG SAID WESTERLY LINE, 9.04 FEET TO THE INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF SAID HOLT BOULEVARD, AS SAID NORTHERLY RIGHT OF WAY LINE IS SHOWN ON SAID PARCEL MAP;

THENCE NORTH 89° 35' 48" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 48.27 FEET TO THE **POINT OF BEGINNING**.

THE LAND DESCRIBED HEREIN CONTAINS 393 SQUARE FEET, MORE OR LESS.

SUBJECT TO ALL COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY, RIGHTS AND EASEMENTS OF RECORD IF ANY.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY SUPERVISION:

John M. Gonzales 6/08/23

JOHN M. GONZALES, PLS 9065 DATE



PROPERTY ADDRESS: 1253 EAST HOLT BOULEVARD, ONTARIO, CA 91761

NOTE:
PLAT IS BASED ON RECORD INFORMATION PER ONTARIO COLONY LANDS, MAP BOOK 11/6 AND TRACT MAP 17993, MISCELLANEOUS MAP 317/33-34.

LEGEND

= PERMANENT EASEMENT PARCEL

( ) = TRACT 17993, MISCELLANEOUS MAP 317/33-34.

POB = POINT OF BEGINNING.

PERMANENT EASEMENT PARCEL = 393+/- SQUARE FEET.

SCALE 1"=40'

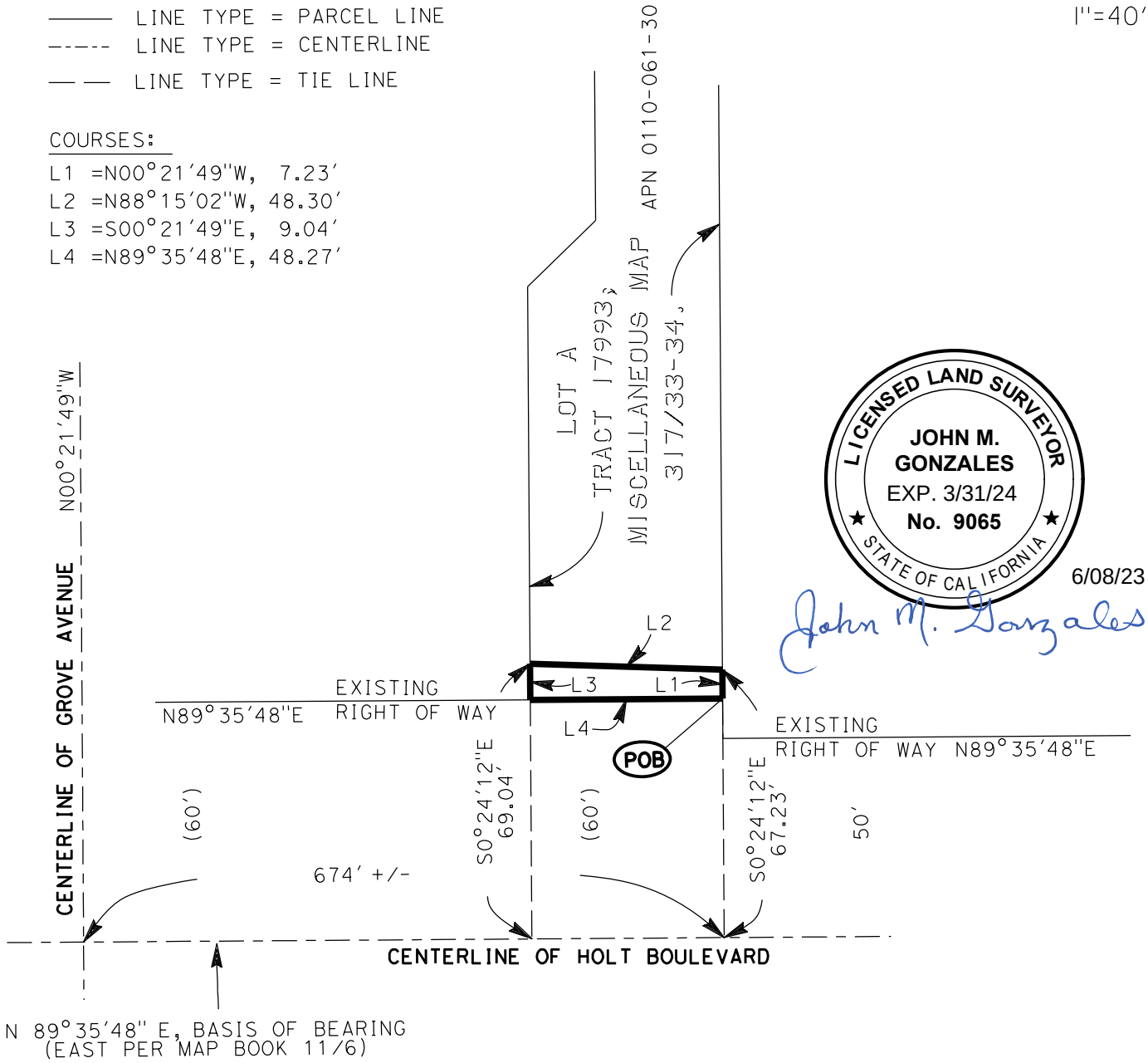
——— LINE TYPE = PARCEL LINE

–––– LINE TYPE = CENTERLINE

— — LINE TYPE = TIE LINE

COURSES:

L1 =N00°21'49"W, 7.23'
L2 =N88°15'02"W, 48.30'
L3 =S00°21'49"E, 9.04'
L4 =N89°35'48"E, 48.27'



LICENSED LAND SURVEYOR
JOHN M. GONZALES
EXP. 3/31/24
No. 9065
STATE OF CALIFORNIA

6/08/23

John M. Gonzales

DAVID EVANS AND ASSOCIATES INC
4141 E. Inland Empire Boulevard, Suite 250
Ontario, CA 91764
Phone: 909.481.5750

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

GROVE AVE AND HOLT BLVD WIDENING PROJECT

(APN 0110-061-30)

CITY OF ONTARIO
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

SHEET NO:	1 OF 1
JOB NO:	PTGI-12
DRAWN BY:	JMG
DATE: REVISED	6/06/23
SCALE:	1"=40'

PROPERTY ADDRESS: 1253 EAST HOLT BOULEVARD, ONTARIO, CA 91761

EXHIBIT "A"

LEGAL DESCRIPTION

(TEMPORARY CONSTRUCTION EASEMENT)

APN 0110-061-30

BEING A PORTION OF LOT A OF TRACT 17993, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, PER MAP ON FILE IN BOOK 317, PAGES 33 AND 34, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT A;

THENCE NORTH 00° 21' 49" WEST, ALONG THE EASTERLY LINE OF SAID LOT A, 7.23 FEET TO A POINT LYING 67.23 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE CENTERLINE OF HOLT BOULEVARD (60.00 FEET HALF-WIDTH), AS SAID CENTERLINE IS SHOWN ON SAID PARCEL MAP, SAID POINT ALSO BEING THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID EASTERLY LINE, NORTH 88° 15' 02" WEST, 48.30 FEET TO THE INTERSECTION WITH THE WESTERLY LINE OF SAID LOT A, SAID POINT LYING 69.04 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE;

THENCE NORTH 00° 21' 49" WEST, ALONG SAID WESTERLY LINE, 22.90 FEET;

THENCE LEAVING SAID WESTERLY LINE, NORTH 89° 36' 06" EAST, 48.27 FEET TO THE INTERSECTION WITH SAID EASTERLY LINE;

THENCE SOUTH 00° 21' 49" EAST, ALONG SAID EASTERLY LINE, 24.71 FEET TO THE **TRUE POINT OF BEGINNING**.

THE LAND DESCRIBED HEREIN CONTAINS 1,149 SQUARE FEET, MORE OR LESS.

SUBJECT TO ALL COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY, RIGHTS AND EASEMENTS OF RECORD IF ANY.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY SUPERVISION:

John M. Gonzales 6/08/23

JOHN M. GONZALES, PLS 9065 DATE



PROPERTY ADDRESS: 1253 EAST HOLT BOULEVARD, ONTARIO, CA 91761

P:\P\PTGI00000012\0600INFO\SV\0695LegalDescriptions\Draft\10 (APN 0110-061-30)\10 (APN 0110-061-30) Tce Legal Description - revised 060623.docx

NOTE:
PLAT IS BASED ON RECORD INFORMATION PER ONTARIO COLONY LANDS, MAP BOOK 11/6 AND TRACT MAP 17993, MISCELLANEOUS MAP 317/33-34.

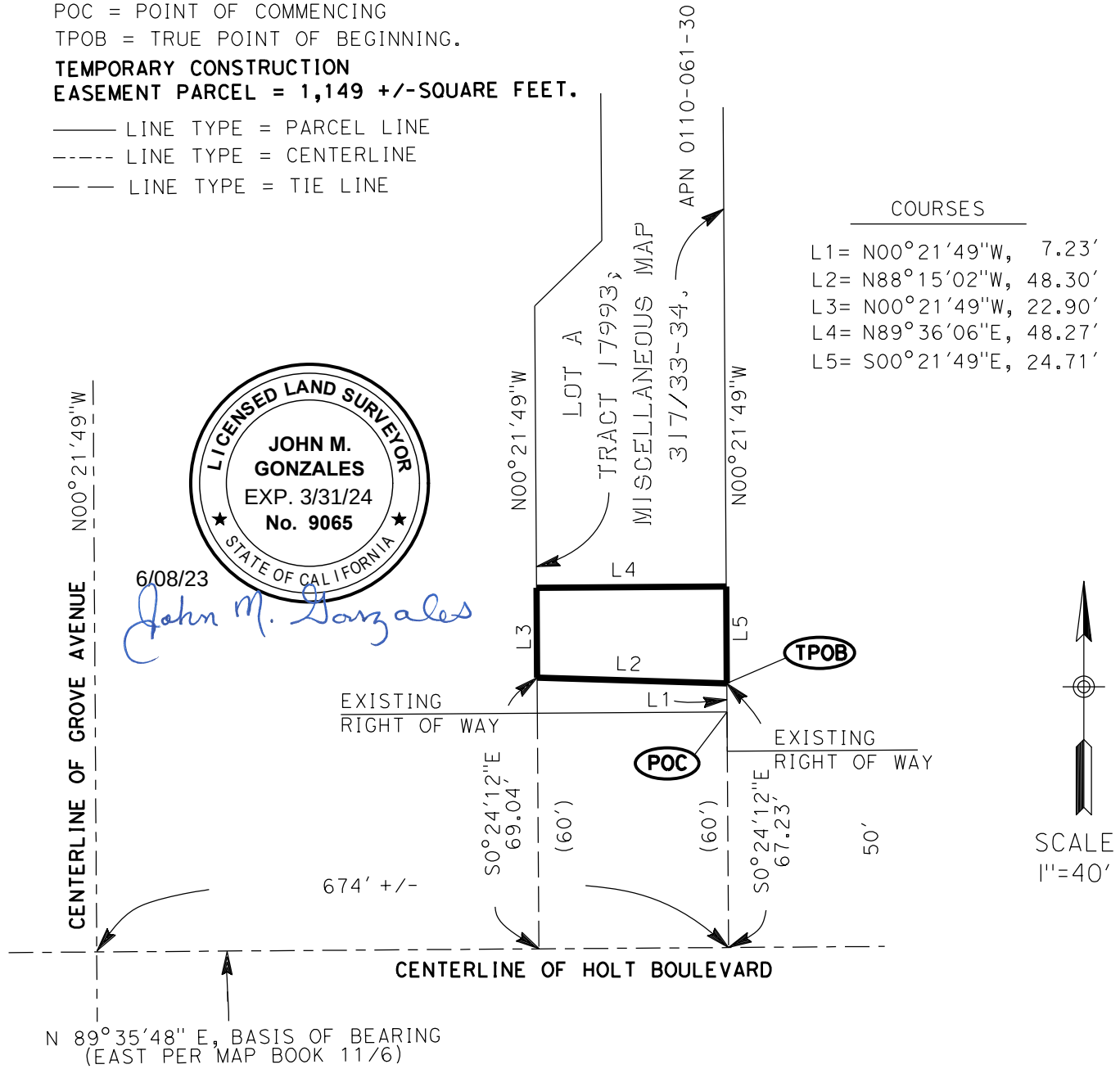
LEGEND

= TEMPORARY CONSTRUCTION EASEMENT PARCEL

( ) = TRACT 17993, MISCELLANEOUS MAP 317/33-34.
APN = ASSESOR'S PARCEL NUMBER
POC = POINT OF COMMENCING
TPOB = TRUE POINT OF BEGINNING.

TEMPORARY CONSTRUCTION EASEMENT PARCEL = 1,149 +/-SQUARE FEET.

——— LINE TYPE = PARCEL LINE
– – – – – LINE TYPE = CENTERLINE
— — LINE TYPE = TIE LINE



COURSES

L1= N00°21'49"W, 7.23'
L2= N88°15'02"W, 48.30'
L3= N00°21'49"W, 22.90'
L4= N89°36'06"E, 48.27'
L5= S00°21'49"E, 24.71'

LICENSED LAND SURVEYOR
JOHN M. GONZALES
EXP. 3/31/24
No. 9065
STATE OF CALIFORNIA

6/08/23
John M. Gonzales

SCALE 1"=40'

DAVID EVANS AND ASSOCIATES INC
4141 E. Inland Empire Boulevard, Suite 250
Ontario, CA 91764
Phone: 909.481.5750

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

GROVE AVE AND HOLT BLVD WIDENING PROJECT

(APN 0110-161-30)

CITY OF ONTARIO
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

SHEET NO:	1 OF 1
JOB NO:	PTGI-12
DRAWN BY:	JMG
DATE: REVISED	6/06/23
SCALE:	1"=40'

PROPERTY ADDRESS: 1253 EAST HOLT BOULEVARD, ONTARIO, CA 91761

EXHIBIT F

Assessor Parcel No. 0110-061-31

Legal Definitions

"Permanent Easement" refers to a non-exclusive permanent and perpetual easement and right of way in favor of the City of Ontario (the "City"), and to its successors, and assigns, hereinafter described together with the right to forever construct, maintain, improve, alter, relocate, inspect, occupy, and use for the construction and maintenance of roadways, streets and underground lines, power poles, public utilities, and other public uses, as determined necessary by the City, together with all necessary rights incidental thereto, on, over, under, and across the property in connection with the exercise of any easement rights described herein. The property affected is described and depicted in the legal description and plat mat included hereto and made a part hereof.

Property owner(s) shall not erect or construct, or permit to be erected or constructed, any building, structure or improvement on, over, or under any portion of the easement, or plant trees or any other vegetation on any portion of the easement except with the prior written consent of the City, its successors and assigns.

The City shall have the right to trim, cut or clear away any trees, brush, or other vegetation from time to time as determined in its sole discretion, without payment of additional compensation.

No other easements shall be granted on, under or over the easement without the prior written consent of the City, its successors and assigns.

The ground elevations of the roadway upon completion of construction shall not be further increased or decreased without the prior written consent of the City.

Property owner(s) shall not cause, directly, indirectly or negligently, any interference with or harm to the rights conveyed hereunder.

"Temporary construction easement" or "TCE" refers to the temporary and non-exclusive right of the City of Ontario ("City"), its successors and assigns, to engage in construction and related activities for purposes of constructing the City's project known as the Grove Avenue and Holt Boulevard Intersection Widening Project ("Project"), together with all necessary rights of ingress and egress to the easement area in connection with the exercise of any of the easement rights.

The rights under this Temporary Construction easement are non-exclusive and the owner(s) may make use of the TCE area so long as it does not interfere with the rights, purpose, and intent of the City's use of the Temporary Construction Easement.

Such right shall be exercised for a period of 14 months, beginning no fewer than 72 hours after the date that the City provides written notice of commencement of the TCE to the property owner(s).

The Temporary Construction Easement shall automatically expire and be of no further force and effect upon the date ("**Expiration Date**") that any of the following-described events first occurs: (i) fourteen months from the notice of commencement of the Temporary Construction Easement is given to the property owner(s); or (ii) fourteen months from the date of recording of

the Temporary Construction Easement. Termination of the Temporary Construction Easement as of the Expiration Date shall be automatic without any further act by either the City or the property owner(s).

In the event the City is unable to complete the Project before the expiration of the Temporary Construction Easement period, the City reserves the right to extend the TCE period for up to an additional 12 months upon: (i) 72 hours' notice of the need for any such extension, and (ii) payment of just compensation for each month the TCE is extended in an amount agreed-upon by the City and the owner(s), or in the event there is no such agreement, the probable amount of just compensation that is determined by a qualified appraisal.

Non-Permitted Activities by Property Owner(s):

Through the duration of the TCE, the property owner and their successor or assigns may not, without the express written consent of the City: (i) erect or permit the erection of any building, wall, fence or other structure within the Temporary Construction Easement area; (ii) plant nor permit the planting of any tree(s), plant(s) or other vegetation or flora on any portion of the Temporary Construction Easement are; (iii) undertake or permit the undertaking of any activity that may interfere with the City's use of the Temporary Construction Easement and exercise of all rights and privileges thereof; or (iv) grant any other easements on, under or over the Temporary Construction Easement area that would interfere with the City's use or purpose of the TCE.

Permitted Activities by the City:

Through the duration of the TCE, the City, its employees, agents, representatives, contractors, subcontractors, and workmen shall be allows to: (i) perform all activities as may be necessary to facilitate the purposes of the Temporary Construction Easement; (ii) use, control and occupy the Temporary Construction Easement Parcel on a non-exclusive basis; (iii) have access to, ingress to, and egress from the Temporary Construction Easement Parcel; (iv) use and temporarily place and operate tools, equipment, machinery and materials on the Temporary Construction Easement Parcel; and (v) trim, cut, or clear away any trees, brush or other vegetation or flora, including the roots thereof, located within the Temporary Construction Easement Parcel.

Obligations of the City:

The City agrees, by and for itself, its assigns, heirs and voluntary and involuntary successors in interest to the Temporary Construction Easement, that upon completion of that portion of the Project abutting to the Property, the City shall: (i) repair or replace in kind, at the City's sole discretion and expense, any improvements such as fences, gates and other "hard" features that the property owner(s) did not receive compensation for, existing on the Temporary Construction Easement Parcel that are damaged as a result of the City's exercise of its rights and privileges under the Temporary Construction Easement; and (ii) leave the Temporary Construction Easement Parcel in a clear, graded state with no construction debris present.

EXHIBIT "A"

LEGAL DESCRIPTION

(PERMANENT EASEMENT)

APN 0110-061-31

BEING A PORTION OF LOT B OF TRACT 17993, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, PER MAP FILED IN BOOK 317, PAGES 33 AND 34, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT B;

THENCE NORTH 00° 21' 49" WEST, ALONG THE EASTERLY LINE OF SAID LOT B, 9.04 FEET TO A POINT LYING 69.04 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE CENTERLINE OF HOLT BOULEVARD (60.00 FEET HALF-WIDTH), AS SAID CENTERLINE IS SHOWN ON SAID PARCEL MAP;

THENCE LEAVING SAID EASTERLY LINE, NORTH 88° 15' 02" WEST, 108.61 FEET;

THENCE SOUTH 89° 36' 06" WEST, 2.30 FEET TO THE INTERSECTION WITH THE WESTERLY LINE OF SAID LOT B, SAID POINT LYING 73.12 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE;

THENCE SOUTH 00° 21' 49" EAST, ALONG SAID WESTERLY LINE, 13.12 FEET TO THE INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF SAID HOLT BOULEVARD, AS SAID NORTHERLY RIGHT OF WAY LINE IS SHOWN ON SAID PARCEL MAP;

THENCE NORTH 89° 35' 48" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 110.83 FEET TO THE **POINT OF BEGINNING**.

THE LAND DESCRIBED HEREIN CONTAINS 1,233 SQUARE FEET, MORE OR LESS.

SUBJECT TO ALL COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY, RIGHTS AND EASEMENTS OF RECORD IF ANY.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY SUPERVISION:

John M. Gonzales 6/08/23

JOHN M. GONZALES, PLS 9065 DATE



PROPERTY ADDRESS: 1253 EAST HOLT BOULEVARD, ONTARIO, CA 91761

LEGEND

= PERMANENT EASEMENT PARCEL

POB = POINT OF BEGINNING

( ) = TR 17993, MISCELLANEOUS MAP 317/33-34.

PERMANENT EASEMENT PARCEL= 1,233+/- SQUARE FEET

APN = ASSESSORS PARCEL NUMBER

——— LINE TYPE = PARCEL LINE

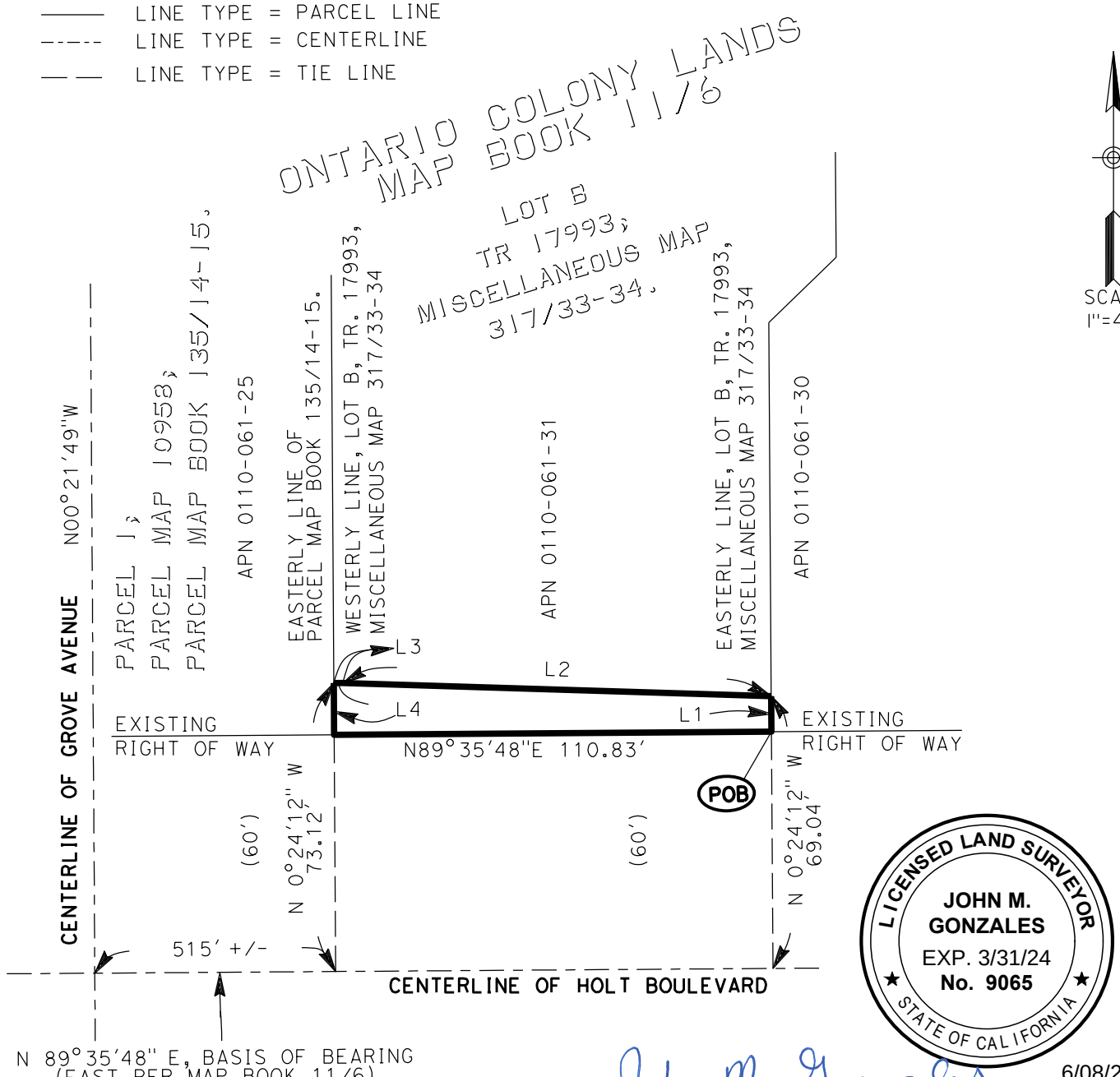
– – – – LINE TYPE = CENTERLINE

— — LINE TYPE = TIE LINE

NOTE:
PLAT IS BASED ON RECORD INFORMATION PER ONTARIO COLONY LANDS, MAP BOOK 11 PAGE 16 AND TRACT MAP 17993, MISCELLANEOUS MAP 317/33-34.

LINE COURSES

L1	=N00°21'49"W,	9.04'
L2	=N88°15'02"W,	108.61'
L3	=S89°36'06"W,	2.30'
L4	=S00°21'49"E,	13.12'



LICENSED LAND SURVEYOR
JOHN M. GONZALES
EXP. 3/31/24
No. 9065
STATE OF CALIFORNIA

John M. Gonzales 6/08/23

DAVID EVANS AND ASSOCIATES INC
4141 E. Inland Empire Boulevard, Suite 250
Ontario, CA 91764
Phone: 909.481.5750

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

GROVE AVE AND HOLT BLVD WIDENING PROJECT

(APN 0110-061-31)

CITY OF ONTARIO
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

SHEET NO:	1 OF 1
JOB NO:	PTGI-12
DRAWN BY:	JMG
DATE: REVISED	6/05/23
SCALE:	1"=40'

PROPERTY ADDRESS: 1253 EAST HOLT BOULEVARD, ONTARIO, CA 91761

EXHIBIT "A"

LEGAL DESCRIPTION

(TEMPORARY CONSTRUCTION EASEMENT)

APN 0110-061-31

BEING A PORTION OF LOT B OF TRACT 17993, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, PER MAP FILED IN BOOK 317, PAGES 33 AND 34, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT B;

THENCE NORTH 00° 21' 49" WEST, ALONG THE EASTERLY LINE OF SAID LOT B, 9.04 FEET TO A POINT LYING 69.04 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE CENTERLINE OF HOLT BOULEVARD (60.00 FEET HALF-WIDTH), AS SAID CENTERLINE IS SHOWN ON SAID PARCEL MAP, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID EASTERLY LINE, NORTH 88° 15' 02" WEST, 108.61 FEET;

THENCE SOUTH 89° 36' 06" WEST, 2.30 FEET TO THE INTERSECTION WITH THE WESTERLY LINE OF SAID LOT B, SAID POINT LYING 73.12 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE;

THENCE NORTH 00° 21' 49" WEST, ALONG SAID WESTERLY LINE, 26.50 FEET;

THENCE LEAVING SAID WESTERLY LINE AND TRAVERSING THE INTERIOR OF SAID LOT B THE FOLLOWING FIVE (5) COURSES:

1) SOUTH 89° 56' 01" EAST, 23.80 FEET;
2) SOUTH 01° 51' 32" EAST, 4.47 FEET;
3) NORTH 89° 36' 06" EAST, 62.45 FEET;
4) SOUTH 00°59' 05" EAST, 3.00 FEET;
5) NORTH 89° 36' 06" EAST, 24.43 FEET TO THE INTERSECTION WITH SAID EASTERLY LINE;

THENCE SOUTH 00° 21' 49" EAST, ALONG SAID EASTERLY LINE, 22.90 FEET TO THE **TRUE POINT OF BEGINNING**.

THE LAND DESCRIBED HEREIN CONTAINS 2,676 SQUARE FEET, MORE OR LESS.

SUBJECT TO ALL COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY, RIGHTS AND EASEMENTS OF RECORD IF ANY.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY SUPERVISION:



John M. Gonzales 6/08/23

JOHN M. GONZALES, PLS 9065 DATE

PROPERTY ADDRESS: 1253 EAST HOLT BOULEVARD, ONTARIO, CA 91761

P:\P\PTGI00000012\0600INFO\SV\0695LegalDescriptions\Draft\9 (APN 0110-061-31)\9 (APN 0110-061-31)TCE Legal Description revised (060623).docx

COURSES:

L1 =N00°21'49"W, 9.04'
L2 =N88°15'02"W, 108.61'
L3 =S89°36'06"W, 2.30'
L4 =N00°21'49"W, 26.50'
L5 =S89°56'01"E, 23.80'
L6 =S01°51'32"E, 4.47'
L7 =N89°36'06"E, 62.45'
L8 =S00°59'05"E, 3.00'
L9 =N89°36'06"E, 24.43'
L10=S00°21'49"E, 22.90'

LEGEND

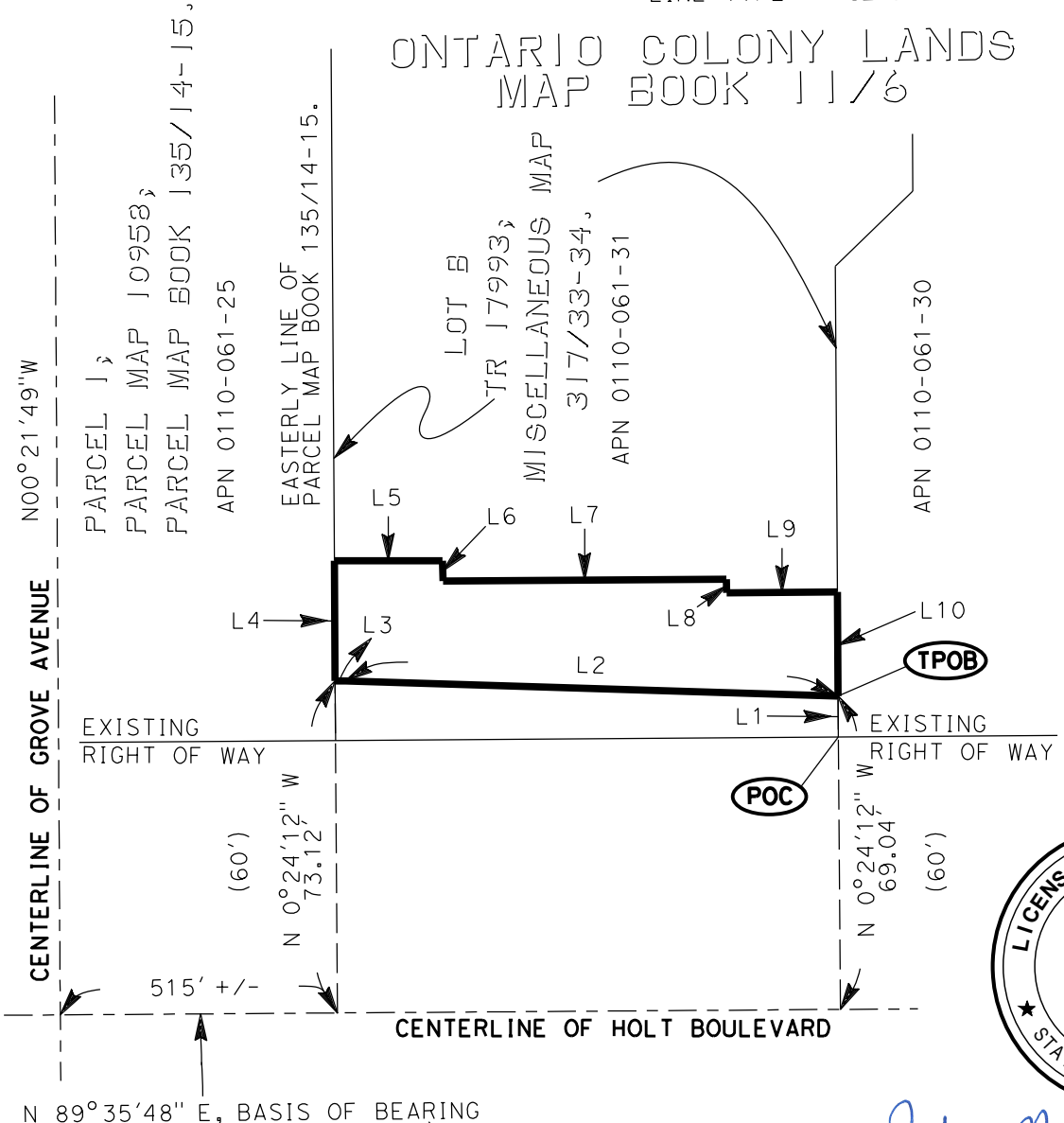
= TEMPORARY CONSTRUCTION EASEMENT PARCEL
( ) = TR 17993, MM 317/33-34.
APN = ASSESSORS PARCEL NUMBER
POC = POINT OF COMMENCING
TPOB = TRUE POINT OF BEGINNING

TEMPORARY CONSTRUCTION EASEMENT PARCEL = 2,676+/- SQUARE FEET.

——— LINE TYPE = PARCEL LINE
– – – – – LINE TYPE = CENTERLINE
— — LINE TYPE = TIE LINE

SCALE 1"=40'

NOTE:
PLAT IS BASED ON RECORD INFORMATION PER ONTARIO COLONY LANDS, MAP BOOK 11 PAGE 6 AND TRACT MAP 17993, MISCELLANEOUS MAP 317/33-34.



LICENSED LAND SURVEYOR
JOHN M. GONZALES
EXP. 3/31/24
No. 9065
STATE OF CALIFORNIA

6/08/23

John M. Gonzales

DAVID EVANS AND ASSOCIATES INC
4141 E. Inland Empire Boulevard, Suite 250
Ontario, CA 91764
Phone: 909.481.5750

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

GROVE AVE AND HOLT BLVD WIDENING PROJECT

(APN 0110-061-31)

CITY OF ONTARIO
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

SHEET NO:	1 OF 1
JOB NO:	PTGI-12
DRAWN BY:	JMG
DATE: REVISED	6/06/23
SCALE:	1"=40'

PROPERTY ADDRESS: 1253 EAST HOLT BOULEVARD, ONTARIO, CA 91761

EXHIBIT G

Assessor Parcel No. 0110-131-20

Legal Definitions

"Permanent Easement" refers to a non-exclusive permanent and perpetual easement and right of way in favor of the City of Ontario (the "City"), and to its successors, and assigns, hereinafter described together with the right to forever construct, maintain, improve, alter, relocate, inspect, occupy, and use for the construction and maintenance of roadways, streets and underground lines, power poles, public utilities, and other public uses, as determined necessary by the City, together with all necessary rights incidental thereto, on, over, under, and across the property in connection with the exercise of any easement rights described herein. The property affected is described and depicted in the legal description and plat mat included hereto and made a part hereof.

Property owner(s) shall not erect or construct, or permit to be erected or constructed, any building, structure or improvement on, over, or under any portion of the easement, or plant trees or any other vegetation on any portion of the easement except with the prior written consent of the City, its successors and assigns.

The City shall have the right to trim, cut or clear away any trees, brush, or other vegetation from time to time as determined in its sole discretion, without payment of additional compensation.

No other easements shall be granted on, under or over the easement without the prior written consent of the City, its successors and assigns.

The ground elevations of the roadway upon completion of construction shall not be further increased or decreased without the prior written consent of the City.

Property owner(s) shall not cause, directly, indirectly or negligently, any interference with or harm to the rights conveyed hereunder.

"Temporary construction easement" or "TCE" refers to the temporary and non-exclusive right of the City of Ontario ("City"), its successors and assigns, to engage in construction and related activities for purposes of constructing the City's project known as the Grove Avenue and Holt Boulevard Intersection Widening Project ("Project"), together with all necessary rights of ingress and egress to the easement area in connection with the exercise of any of the easement rights.

The rights under this Temporary Construction easement are non-exclusive and the owner(s) may make use of the TCE area so long as it does not interfere with the rights, purpose, and intent of the City's use of the Temporary Construction Easement.

Such right shall be exercised for a period of 14 months, beginning no fewer than 72 hours after the date that the City provides written notice of commencement of the TCE to the property owner(s).

The Temporary Construction Easement shall automatically expire and be of no further force and effect upon the date ("**Expiration Date**") that any of the following-described events first occurs: (i) fourteen months from the notice of commencement of the Temporary Construction Easement is given to the property owner(s); or (ii) fourteen months from the date of recording of

the Temporary Construction Easement. Termination of the Temporary Construction Easement as of the Expiration Date shall be automatic without any further act by either the City or the property owner(s).

In the event the City is unable to complete the Project before the expiration of the Temporary Construction Easement period, the City reserves the right to extend the TCE period for up to an additional 12 months upon: (i) 72 hours' notice of the need for any such extension, and (ii) payment of just compensation for each month the TCE is extended in an amount agreed-upon by the City and the owner(s), or in the event there is no such agreement, the probable amount of just compensation that is determined by a qualified appraisal.

Non-Permitted Activities by Property Owner(s):

Through the duration of the TCE, the property owner and their successor or assigns may not, without the express written consent of the City: (i) erect or permit the erection of any building, wall, fence or other structure within the Temporary Construction Easement area; (ii) plant nor permit the planting of any tree(s), plant(s) or other vegetation or flora on any portion of the Temporary Construction Easement are; (iii) undertake or permit the undertaking of any activity that may interfere with the City's use of the Temporary Construction Easement and exercise of all rights and privileges thereof; or (iv) grant any other easements on, under or over the Temporary Construction Easement area that would interfere with the City's use or purpose of the TCE.

Permitted Activities by the City:

Through the duration of the TCE, the City, its employees, agents, representatives, contractors, subcontractors, and workmen shall be allows to: (i) perform all activities as may be necessary to facilitate the purposes of the Temporary Construction Easement; (ii) use, control and occupy the Temporary Construction Easement Parcel on a non-exclusive basis; (iii) have access to, ingress to, and egress from the Temporary Construction Easement Parcel; (iv) use and temporarily place and operate tools, equipment, machinery and materials on the Temporary Construction Easement Parcel; and (v) trim, cut, or clear away any trees, brush or other vegetation or flora, including the roots thereof, located within the Temporary Construction Easement Parcel.

Obligations of the City:

The City agrees, by and for itself, its assigns, heirs and voluntary and involuntary successors in interest to the Temporary Construction Easement, that upon completion of that portion of the Project abutting to the Property, the City shall: (i) repair or replace in kind, at the City's sole discretion and expense, any improvements such as fences, gates and other "hard" features that the property owner(s) did not receive compensation for, existing on the Temporary Construction Easement Parcel that are damaged as a result of the City's exercise of its rights and privileges under the Temporary Construction Easement; and (ii) leave the Temporary Construction Easement Parcel in a clear, graded state with no construction debris present.

EXHIBIT "A"
LEGAL DESCRIPTION

(TEMPORARY CONSTRUCTION EASEMENT)

APN 0110-131-20

THOSE PORTIONS OF LOT 4, ACCORDING TO THE MAP OF HANSON AND COMPANY'S SECOND ADDITION TO ONTARIO, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 12, PAGE 38 OF MAPS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL 1

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 4;

THENCE ALONG THE NORTHERLY LINE OF SAID LOT 4 (BEING PARALLEL WITH AND 40.00 FEET SOUTHERLY OF THE CENTERLINE OF HOLT BOULEVARD), NORTH 89° 35' 48" EAST, 268.67 FEET;

THENCE LEAVING SAID NORTHERLY LINE, SOUTH 00° 24' 12" EAST, 20.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID HOLT BOULEVARD, BEING 60.00 FEET FROM THE CENTERLINE OF SAID HOLT BOULEVARD, SAID POINT BEING ALSO THE **TRUE POINT OF BEGINNING**;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE COURSES:

1. NORTH 89°35' 48" EAST, 19.33 FEET;
2. SOUTH 00° 24' 12" EAST, 3.00 FEET;
3. NORTH 89° 35' 48" EAST, 60.87 FEET;

THENCE LEAVING SAID RIGHT OF WAY LINE, SOUTH 00° 20' 40" EAST, 38.07 FEET;

THENCE SOUTH 89° 35' 48" WEST, 68.42 FEET;

THENCE NORTH 00° 20' 42" WEST, 31.70 FEET;

THENCE SOUTH 88° 51' 19" WEST, 11.96 FEET;

THENCE NORTH 00° 42' 25" EAST, 9.52 FEET, TO THE **TRUE POINT OF BEGINNING**.

THE LAND DESCRIBED HEREIN CONTAINS 2740 SQUARE FEET, MORE OR LESS.

SUBJECT TO ALL COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY, RIGHTS AND EASEMENTS OF RECORD IF ANY.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 2

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 4;

THENCE ALONG THE NORTHERLY LINE OF SAID LOT 4, NORTH 89° 35' 48" EAST, 549.40 FEET;

THENCE LEAVING SAID NORTHERLY LINE, SOUTH 00° 24' 12" EAST, 23.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID HOLT BOULEVARD, BEING 63.00 FEET FROM THE CENTERLINE OF SAID HOLT BOULEVARD, SAID POINT BEING ALSO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE COURSES:

1. NORTH 89° 35' 48" EAST, 39.25 FEET;
2. NORTH 00° 24' 12" WEST, 3.00 FEET;
3. NORTH 89° 35' 48" EAST, 4.50 FEET;

THENCE LEAVING SAID RIGHT OF WAY LINE, SOUTH 00° 04' 05" EAST, 12.25 FEET;

THENCE SOUTH 89° 35' 48" WEST, 43.62 FEET;

THENCE NORTH 00° 46' 39" WEST, 9.25 FEET TO THE **TRUE POINT OF BEGINNING.**

THE LAND DESCRIBED HEREIN CONTAINS 418 SQUARE FEET, MORE OR LESS.

SUBJECT TO ALL COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY, RIGHTS AND EASEMENTS OF RECORD IF ANY.

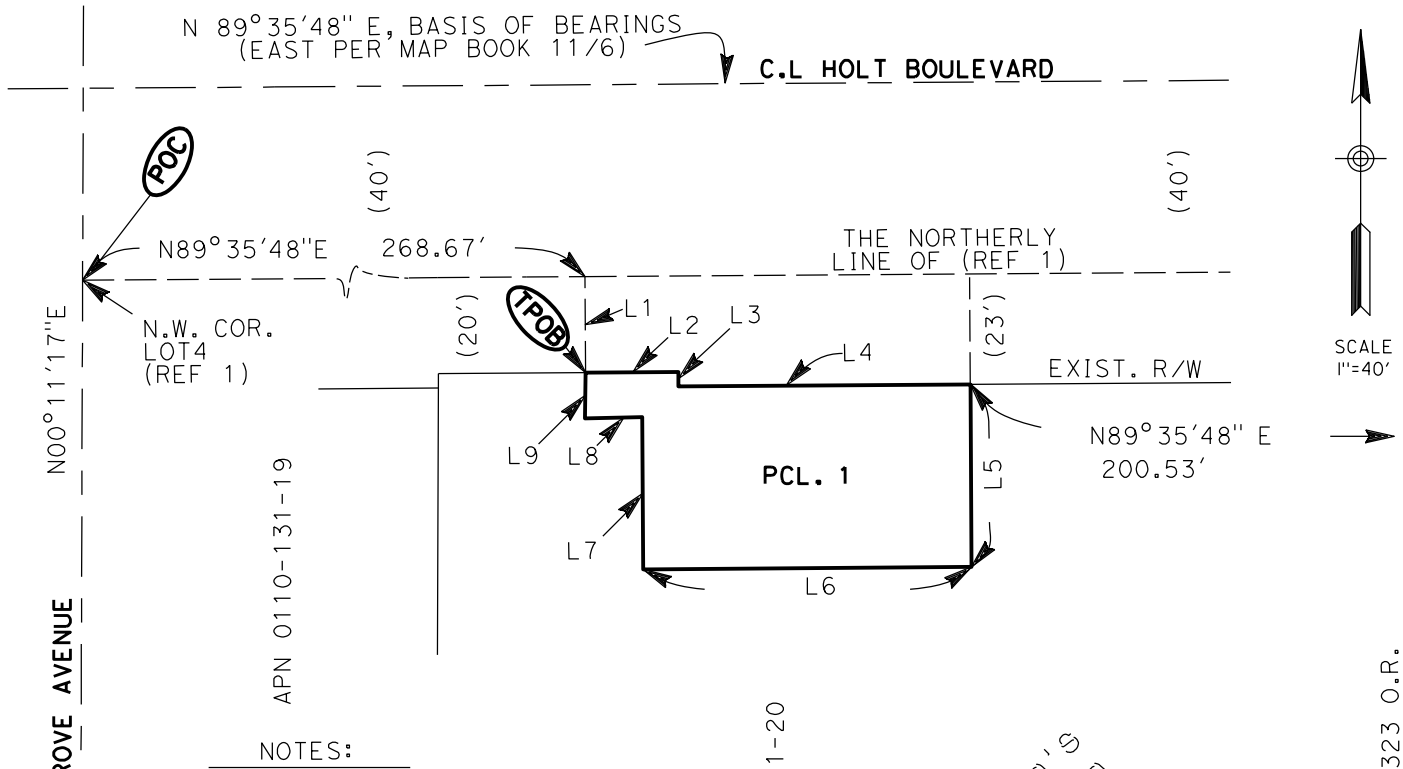
ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY SUPERVISION:



John M. Gonzales 6/08/23

JOHN M. GONZALES, PLS 9065 DATE



NOTES:

L1	= S 00°24'12" E,	20.00'
L2	= N 89°35'48" E,	19.33'
L3	= S 00°24'12" E,	3.00'
L4	= N 89°35'48" E,	60.87'
L5	= S 00°20'40" E,	38.07'
L6	= S 89°35'48"W,	68.42'
L7	= N 00°20'42" W,	31.70'
L8	= S 88°51'19" W,	11.96'
L9	= N 00°42'25" E,	9.52'

LEGEND:

= TEMPORARY CONSTRUCTION EASEMENT

LINE TYPE = PARCEL LINE

LINE TYPE = CENTERLINE

LINE TYPE = TIE LINE

(REF 1) = LOT 4 OF HANSON AND COMPANY'S SECOND ADDITION TO ONTARIO.

( ) = PER INST. NO. 2003-0334323,O.R.

TCE PARCEL = 2740.0 +/-SQ. FT.

POC = POINT OF COMMENCEMENT
TPOB = POINT OF BEGINNING

APN 0110-131-20

LOT 4 OF REVISED MAP OF HANSON CO'S SECOND ADDITION TO ONTARIO

SEE SHEET 2 OF 2

LICENSED LAND SURVEYOR
JOHN M. GONZALES
EXP. 3/31/24
No. 9065
STATE OF CALIFORNIA

6/08/23

ABBREVIATIONS

PCL = PARCEL
R/W = RIGHT OF WAY
C.L. = CENTERLINE
POB = POINT OF BEGINNING
POT = POINT OF TERMINUS
APN = ASSESSORS PARCEL NUMBER
INST. NO. = INSTRUMENT NUMBER
O.R. = OFFICIAL RECORDS
REF = REFERENCE

NOTE: PLAT IS BASED ON RECORD INFORMATION PER HANSON AND COMPANYS SECOND ADDITION TO ONTARIO, MAP BOOK 12, PAGE 38 AND INSTRUMENT NUMBER 2003-0334323 O.R.

DAVID EVANS AND ASSOCIATES INC
4141 E. Inland Empire Boulevard,
Suite 250
Ontario, CA 91764
Phone: 909.481.5750

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

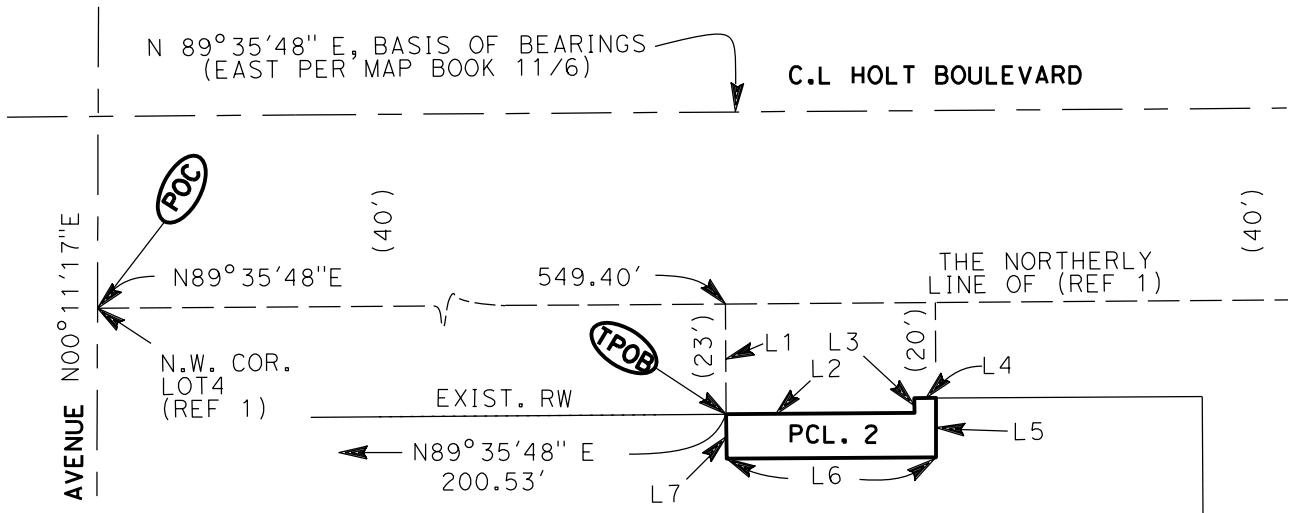
GROVE AVE AND HOLT BLVD WIDENING PROJECT

(APN 0110-131-20)

CITY OF ONTARIO
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

SHEET NO:	1 OF 2
JOB NO:	PTGI-12
DRAWN BY:	JMG
DATE:	6/06/23
SCALE:	1" = 40'

PROPERTY ADDRESS: 1228 EAST HOLT BOULEVARD, ONTARIO, CA 91761



ABBREVIATIONS

PCL = PARCEL
R/W = RIGHT OF WAY
C.L. = CENTERLINE
POB = POINT OF BEGINNING
POT = POINT OF TERMINUS
APN = ASSESSORS PARCEL NUMBER
INST. NO. = INSTRUMENT NUMBER
O.R. = OFFICIAL RECORDS
REF = REFERENCE

NOTES:

L1 = S 00°24'12" E, 23.00'
L2 = N 89°35'48" E, 39.25'
L3 = N 00°24'12" W, 3.00'
L4 = N 89°35'48" E, 4.50'
L5 = S 00°04'05" E, 12.25'
L6 = S 89°35'48" W, 43.62'
L7 = N 00°46'39" W, 9.25'

LEGEND

= TEMPORARY CONSTRUCTION EASEMENT

LINE TYPE = TIE LINE

LINE TYPE = PARCEL LINE

LINE TYPE = CENTERLINE

(REF 1) = LOT 4 OF HANSON AND COMPANY'S SECOND ADDITION TO ONTARIO.

POC = POINT OF COMMENCEMENT
TPOB = POINT OF BEGINNING

TCE PARCEL = 418.0 +/-SQ. FT.

SCALE 1"=40'

SEE SHEET 1 OF 2

APN 0110-131-20

LOT 4 OF REVISED MAP OF HANSON CO'S SECOND ADDITION TO ONTARIO

NOTE: PLAT IS BASED ON RECORD INFORMATION PER HANSON AND COMPANYS SECOND ADDITION TO ONTARIO, MAP BOOK 12, PAGE 38 AND INSTRUMENT NUMBER 2003-0334323 O.R.

DAVID EVANS AND ASSOCIATES INC
4141 E. Inland Empire Boulevard,
Suite 250
Ontario, CA 91764
Phone: 909.481.5750

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

GROVE AVE AND HOLT BLVD WIDENING PROJECT

(APN 0110-131-20)

CITY OF ONTARIO
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

SHEET NO:	2 OF 2
JOB NO:	PTGI-12
DRAWN BY:	JMG
DATE:	6/06/23
SCALE:	1" = 40'

PROPERTY ADDRESS: 1228 EAST HOLT BOULEVARD, ONTARIO, CA 91761

EXHIBIT H

Assessor Parcel No. 1048-472-15

Legal Definitions

"Permanent Easement" refers to a non-exclusive permanent and perpetual easement and right of way in favor of the City of Ontario (the "City"), and to its successors, and assigns, hereinafter described together with the right to forever construct, maintain, improve, alter, relocate, inspect, occupy, and use for the construction and maintenance of roadways, streets and underground lines, power poles, public utilities, and other public uses, as determined necessary by the City, together with all necessary rights incidental thereto, on, over, under, and across the property in connection with the exercise of any easement rights described herein. The property affected is described and depicted in the legal description and plat mat included hereto and made a part hereof.

Property owner(s) shall not erect or construct, or permit to be erected or constructed, any building, structure or improvement on, over, or under any portion of the easement, or plant trees or any other vegetation on any portion of the easement except with the prior written consent of the City, its successors and assigns.

The City shall have the right to trim, cut or clear away any trees, brush, or other vegetation from time to time as determined in its sole discretion, without payment of additional compensation.

No other easements shall be granted on, under or over the easement without the prior written consent of the City, its successors and assigns.

The ground elevations of the roadway upon completion of construction shall not be further increased or decreased without the prior written consent of the City.

Property owner(s) shall not cause, directly, indirectly or negligently, any interference with or harm to the rights conveyed hereunder.

"Temporary construction easement" or "TCE" refers to the temporary and non-exclusive right of the City of Ontario ("City"), its successors and assigns, to engage in construction and related activities for purposes of constructing the City's project known as the Grove Avenue and Holt Boulevard Intersection Widening Project ("Project"), together with all necessary rights of ingress and egress to the easement area in connection with the exercise of any of the easement rights.

The rights under this Temporary Construction easement are non-exclusive and the owner(s) may make use of the TCE area so long as it does not interfere with the rights, purpose, and intent of the City's use of the Temporary Construction Easement.

Such right shall be exercised for a period of 14 months, beginning no fewer than 72 hours after the date that the City provides written notice of commencement of the TCE to the property owner(s).

The Temporary Construction Easement shall automatically expire and be of no further force and effect upon the date ("**Expiration Date**") that any of the following-described events first occurs: (i) fourteen months from the notice of commencement of the Temporary Construction Easement is given to the property owner(s); or (ii) fourteen months from the date of recording of

the Temporary Construction Easement. Termination of the Temporary Construction Easement as of the Expiration Date shall be automatic without any further act by either the City or the property owner(s).

In the event the City is unable to complete the Project before the expiration of the Temporary Construction Easement period, the City reserves the right to extend the TCE period for up to an additional 12 months upon: (i) 72 hours' notice of the need for any such extension, and (ii) payment of just compensation for each month the TCE is extended in an amount agreed-upon by the City and the owner(s), or in the event there is no such agreement, the probable amount of just compensation that is determined by a qualified appraisal.

Non-Permitted Activities by Property Owner(s):

Through the duration of the TCE, the property owner and their successor or assigns may not, without the express written consent of the City: (i) erect or permit the erection of any building, wall, fence or other structure within the Temporary Construction Easement area; (ii) plant nor permit the planting of any tree(s), plant(s) or other vegetation or flora on any portion of the Temporary Construction Easement are; (iii) undertake or permit the undertaking of any activity that may interfere with the City's use of the Temporary Construction Easement and exercise of all rights and privileges thereof; or (iv) grant any other easements on, under or over the Temporary Construction Easement area that would interfere with the City's use or purpose of the TCE.

Permitted Activities by the City:

Through the duration of the TCE, the City, its employees, agents, representatives, contractors, subcontractors, and workmen shall be allows to: (i) perform all activities as may be necessary to facilitate the purposes of the Temporary Construction Easement; (ii) use, control and occupy the Temporary Construction Easement Parcel on a non-exclusive basis; (iii) have access to, ingress to, and egress from the Temporary Construction Easement Parcel; (iv) use and temporarily place and operate tools, equipment, machinery and materials on the Temporary Construction Easement Parcel; and (v) trim, cut, or clear away any trees, brush or other vegetation or flora, including the roots thereof, located within the Temporary Construction Easement Parcel.

Obligations of the City:

The City agrees, by and for itself, its assigns, heirs and voluntary and involuntary successors in interest to the Temporary Construction Easement, that upon completion of that portion of the Project abutting to the Property, the City shall: (i) repair or replace in kind, at the City's sole discretion and expense, any improvements such as fences, gates and other "hard" features that the property owner(s) did not receive compensation for, existing on the Temporary Construction Easement Parcel that are damaged as a result of the City's exercise of its rights and privileges under the Temporary Construction Easement; and (ii) leave the Temporary Construction Easement Parcel in a clear, graded state with no construction debris present.

(PERMANENT EASEMENT)

APN 1048-472-15

BEING A PORTION OF THE NORTH 220.00 FEET OF THE EAST 1.95 ACRES OF LOT 9 OF THE REVISED MAP OF HANSON'S AND COMPANY'S ADDITION TO ONTARIO, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, PER MAP RECORDED IN BOOK 12, PAGE 51 OF MAPS, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF VACATED GROVE AVENUE DESCRIBED AS FOLLOWS:

COMMENCING AT CENTERLINE INTERSECTION OF NOCTA AVENUE (33.00 FEET HALF-WIDTH) AND GROVE AVENUE (33.00 FEET HALF-WIDTH) AS SHOWN ON PARCEL 1, OF PARCEL MAP NO. 19877, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, RECORDED IN MAP BOOK 251, PAGES 74 THROUGH 77, INCLUSIVE, RECORDS OF SAID COUNTY;

THENCE ALONG SAID CENTERLINE OF GROVE AVENUE, SOUTH 00° 21' 49" WEST, 33.09 FEET;

THENCE SOUTH 89° 38' 11" WEST, 43.09 FEET, PERPENDICULAR TO SAID CENTERLINE, TO THE EASTERLY PROLONGATION OF THE SOUTHERLY RIGHT OF WAY OF SAID NOCTA AVENUE AS DESCRIBED IN GRANT DEED BOOK 4420 PAGES 342 AND 343 SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 0° 21' 10" EAST, 187.51 FEET, TO THE MOST NORTERLY LINE OF PARCEL B OF LOT LINE ADJUSTMENT NUMBER LLA 19-012, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, RECORDED SEPTEMBER 11, 2020 AS INSTRUMENT NUMBER 2020-0341117 OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE NORTH 89° 38' 11" EAST, 10.13 FEET ALONG SAID MOST NORTHERLY LINE OF PARCEL B, TO THE WESTERLY RIGHT OF WAY OF SAID GROVE AVENUE;

THENCE NORTH 00° 21' 49" WEST, 187.51 FEET ALONG SAID WESTERLY RIGHT OF WAY TO SAID SOUTHERLY RIGHT OF WAY OF SAID NOCTA AVENUE;

THENCE SOUTH 89° 38' 11" WEST, 10.09 FEET, ALONG SAID SOUTHERLY RIGHT OF WAY TO **THE TRUE POINT OF BEGINNING.**

THE LAND DESCRIBED HEREIN CONTAINS 1895 SQUARE FEET, MORE OR LESS

SUBJECT TO ALL COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY, RIGHTS AND EASEMENTS OF RECORD IF ANY.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY SUPERVISION:

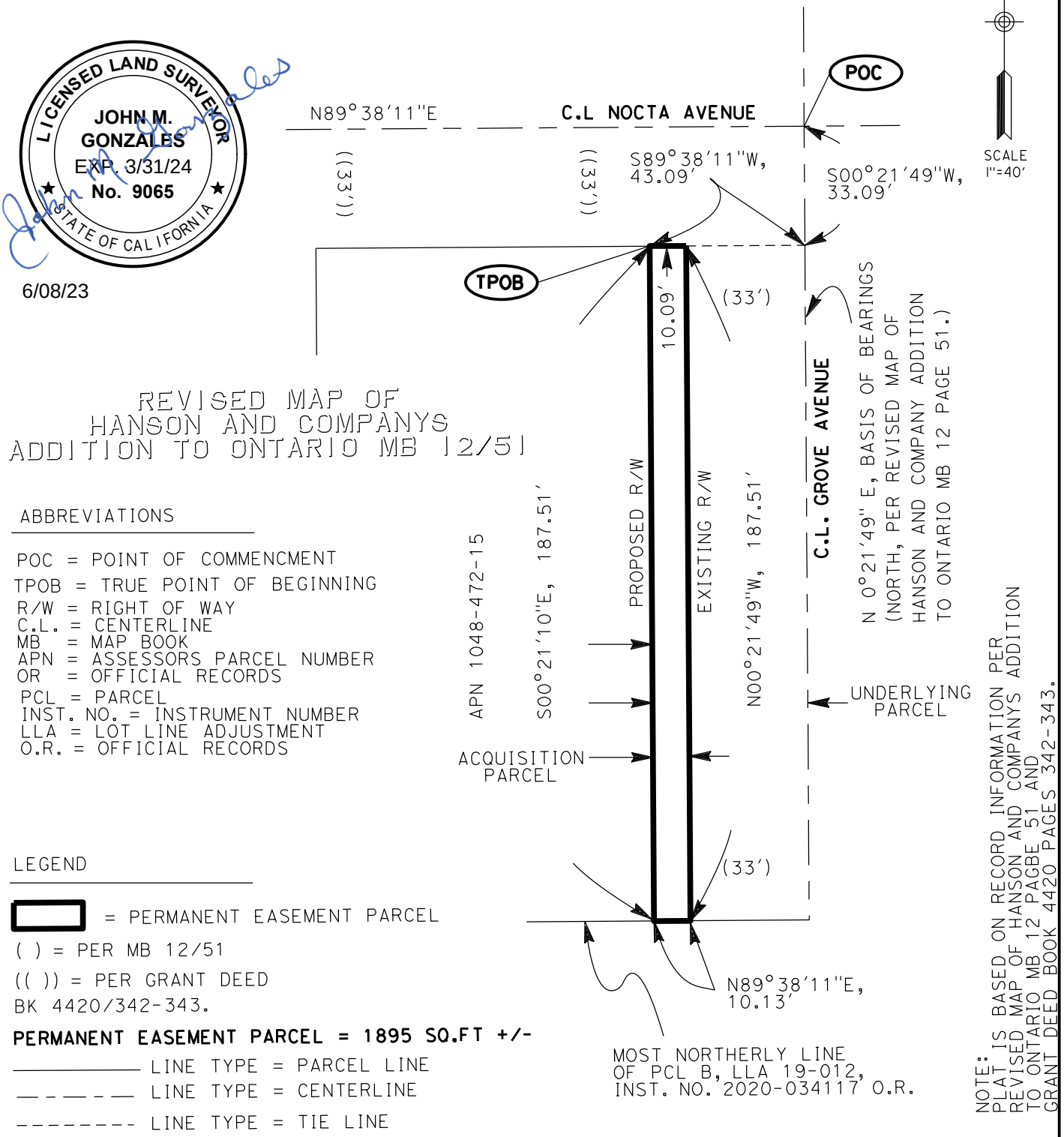


John M. Gonzales 6/08/23

JOHN M. GONZALES, PLS 9065 DATE

LICENSED LAND SURVEYOR
JOHN M. GONZALES
EXP. 3/31/24
No. 9065
STATE OF CALIFORNIA

6/08/23



ABBREVIATIONS

POC = POINT OF COMMENCMENT
TPOB = TRUE POINT OF BEGINNING
R/W = RIGHT OF WAY
C.L. = CENTERLINE
MB = MAP BOOK
APN = ASSESSORS PARCEL NUMBER
OR = OFFICIAL RECORDS
PCL = PARCEL
INST. NO. = INSTRUMENT NUMBER
LLA = LOT LINE ADJUSTMENT
O.R. = OFFICIAL RECORDS

LEGEND

= PERMANENT EASEMENT PARCEL
( ) = PER MB 12/51
(( )) = PER GRANT DEED BK 4420/342-343.

PERMANENT EASEMENT PARCEL = 1895 SQ.FT +/-

_____ LINE TYPE = PARCEL LINE
__ _ __ _ __ LINE TYPE = CENTERLINE
_ _ _ _ _ _ _ _ LINE TYPE = TIE LINE

NOTE: PLAT IS BASED ON RECORD INFORMATION PER REVISED MAP OF HANSON AND COMPANYS ADDITION TO ONTARIO MB 12 PAGBE 51 AND GRANT DEED BOOK 4420 PAGES 342-343.

DAVID EVANS AND ASSOCIATES INC
4141 E. Inland Empire Boulevard, Suite 250
Ontario, CA 91764
Phone: 909.481.5750

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

GROVE AVE AND HOLT BLVD WIDENING PROJECT

(APN 1048-472-15)

CITY OF ONTARIO
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

SHEET NO:	1 OF 1
JOB NO:	PTGI-12
DRAWN BY:	JMG
DATE:	6/6/23
SCALE:	1"=40'

PROPERTY ADDRESS: 1182 EAST NOCTA STREET, ONTARIO, CA 91761

EXHIBIT I

Assessor Parcel No. 1048-472-22

EXHIBIT "A"
LEGAL DESCRIPTION

(TEMPORARY CONSTRUCTION EASEMENT)

APN 1048-472-22

BEING A PORTION OF PARCEL 1, OF PARCEL MAP NO. 19877, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, RECORDED IN MAP BOOK 251, PAGES 74 THROUGH 77, INCLUSIVE, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID PARCEL 1, SAID POINT LYING NORTHERLY, 4.57 FEET FROM THE SOUTHERLY TERMINUS OF SAID WESTERLY LINE, SAID POINT ALSO LYING ON THE EASTERLY RIGHT OF WAY LINE OF VIRGINIA AVENUE (30.00 FOOT HALF WIDTH) AS SHOWN ON SAID PARCEL MAP;

THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE AND TRAVERSING THE INTERIOR OF SAID PARCEL 1 THE FOLLOWING TWENTY-TWO (22) COURSES:

1) SOUTH 43° 44' 09" EAST, 17.94 FEET;
2) SOUTH 05° 17' 04" EAST, 0.82 FEET;
3) NORTH 87° 53' 31" EAST, 1.62 FEET;
4) NORTH 03° 58' 42" EAST, 0.71 FEET;
5) NORTH 87° 32' 04" EAST, 91.19 FEET;
6) SOUTH 07° 37' 59" EAST, 0.78 FEET;
7) NORTH 86° 28' 54" EAST, 1.64 FEET;
8) NORTH 00° 48' 16" EAST, 0.76 FEET;
9) NORTH 87° 29' 56" EAST, 89.54 FEET;
10) SOUTH 10° 01' 14" EAST, 0.84 FEET;
11) NORTH 87° 13' 26" EAST, 1.67 FEET;
12) NORTH 04° 41' 03" WEST, 0.87 FEET;
13) NORTH 87° 15' 25" EAST, 7.19 FEET;
14) NORTH 87° 40' 32" EAST, 55.58 FEET;
15) SOUTH 86° 20' 07" EAST, 5.89 FEET;
16) NORTH 87° 01' 50" EAST, 1.60 FEET;
17) NORTH 02° 43' 09" EAST, 0.76 FEET;
18) NORTH 87° 26' 09" EAST, 39.29 FEET;
19) SOUTH 05° 49' 53" EAST, 0.75 FEET;
20) NORTH 86° 28' 13" EAST, 1.67 FEET;
21) NORTH 00° 24' 06" EAST, 0.71 FEET;
22) NORTH 87° 44' 08" EAST, 42.69 FEET, TO A POINT ON THE EASTERLY LINE OF SAID PARCEL 1, SAID POINT BEING 65.46 FEET NORTHERLY AND PERPENDICULAR TO

EXHIBIT "A"
LEGAL DESCRIPTION

THE CENTERLINE OF HOLT BOULEVARD, AS SAID CENTERLINE IS SHOWN ON SAID PARCEL MAP;

THENCE ALONG SAID EASTERLY LINE, SOUTH 00° 21' 49" EAST, 1.29 FEET, TO THE NORTHERLY RIGHT OF WAY LINE OF HOLT BOULEVARD (VARIABLE WIDTH) AS SHOWN ON SAID PARCEL MAP;

THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE, SOUTH 87° 28' 59" WEST, 341.85 FEET;

THENCE CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE NORTH 46° 12' 35" WEST, 14.63 FEET, TO SAID EASTERLY RIGHT OF WAY LINE OF VIRGINIA AVENUE;

THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE, NORTH 00° 21' 49" WEST, 4.57 FEET, TO THE **POINT OF BEGINNING**.

THE LAND DESCRIBED HEREIN CONTAIN 530 SQUARE FEET, MORE OR LESS.

SUBJECT TO ALL COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY, RIGHTS AND EASEMENTS OF RECORD IF ANY.

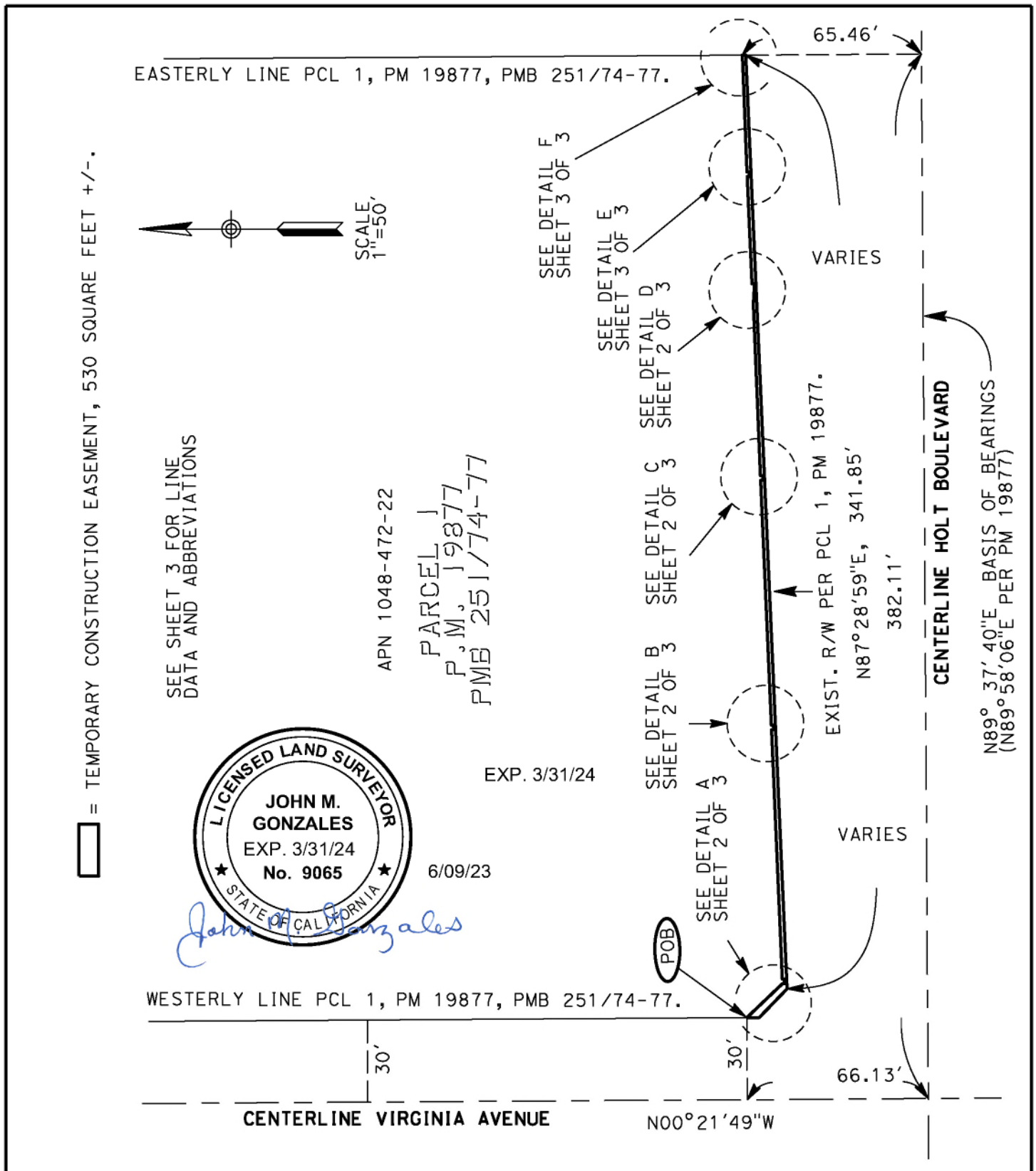
ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY SUPERVISION:

John M. Gonzales — 6/09/23

JOHN M. GONZALES, PLS 9065 — DATE





DAVID EVANS AND ASSOCIATES INC

4141 E. Inland Empire Boulevard, Suite 250
Ontario, CA 91764
Phone: 909.481.5750

EXHIBIT "B"-1

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

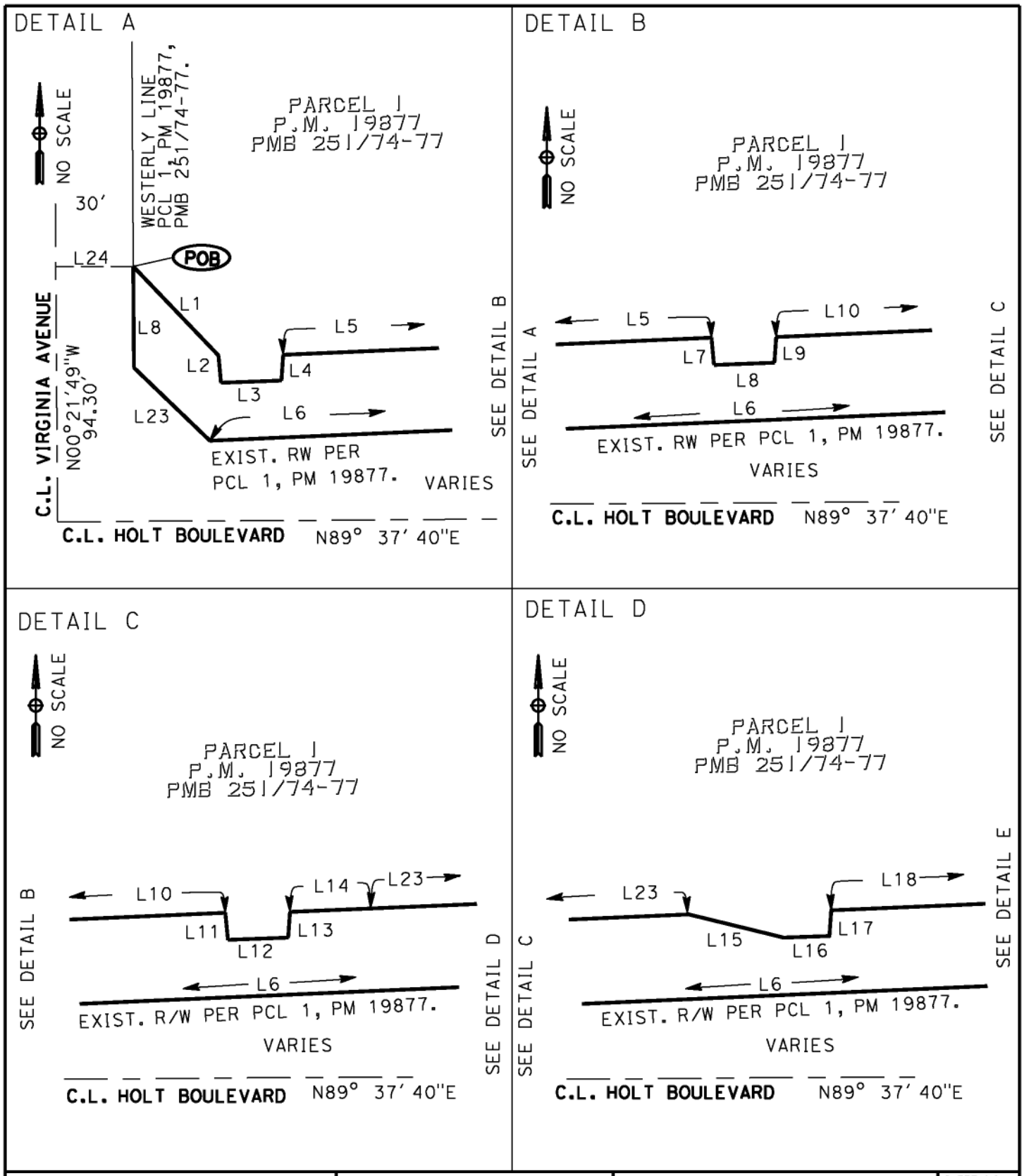
GROVE AVE AND HOLT BLVD WIDENING PROJECT

(APN 1048-472-22)

CITY OF ONTARIO
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

SHEET NO:	1 OF 4
JOB NO:	PTGI-12
DRAWN BY:	JMG
DATE:	6/09/23
SCALE:	1"=50'

PROPERTY ADDRESS: 110 NORTH VIRGINIA AVENUE, ONTARIO, CA 91764



DAVID EVANS AND ASSOCIATES INC
4141 E. Inland Empire Boulevard, Suite 250
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Phone: 909.481.5750

EXHIBIT "B"-2

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

GROVE AVE AND HOLT BLVD WIDENING PROJECT

(APN 1048-472-22)

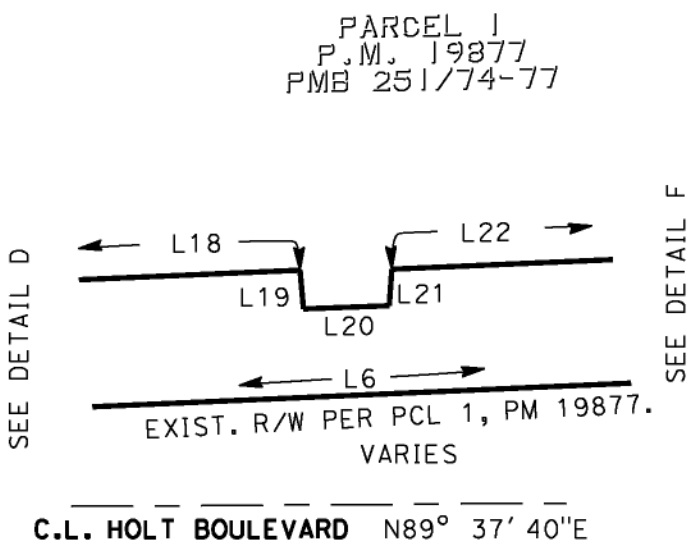
CITY OF ONTARIO
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

SHEET NO:	2 OF 4
JOB NO:	PTGI-12
DRAWN BY:	JMG
DATE:	6/09/23
	NO SCALE

PROPERTY ADDRESS: 110 NORTH VIRGINIA AVENUE, ONTARIO, CA 91764

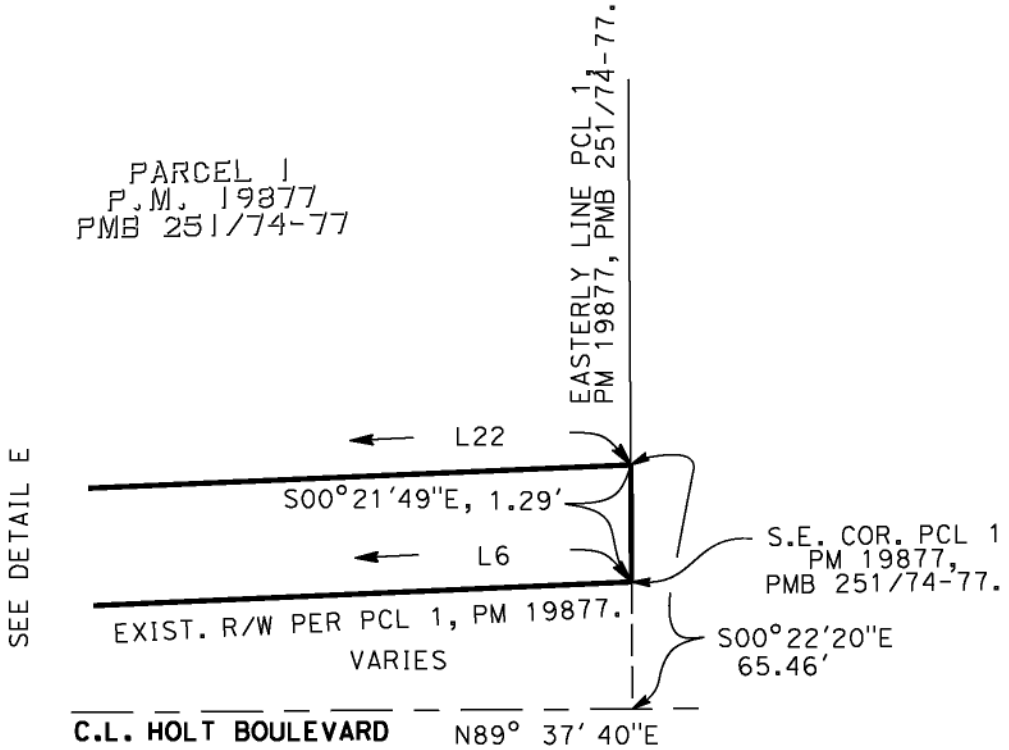
DETAIL E

NO SCALE



DETAIL F

NO SCALE



DAVID EVANS AND ASSOCIATES INC
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Ontario, CA 91764
Phone: 909.481.5750

EXHIBIT "B"-3

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

GROVE AVE AND HOLT BLVD WIDENING PROJECT

(APN 1048-472-22)

CITY OF ONTARIO
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

SHEET NO:	3 OF 4
JOB NO:	PTGI-12
DRAWN BY:	JMG
DATE:	6/09/23
	NO SCALE

PROPERTY ADDRESS: 110 NORTH VIRGINIA AVENUE, ONTARIO, CA 91764

INFORMATION SHEET

LINE COURSES FOR DETAIL A		
L1	= S43°44'09"E,	17.94'
L2	= S05°17'04"E,	0.82'
L3	= N87°53'31"E,	1.62'
L4	= N03°58'42"E,	0.71'
L5	= N87°32'04"E,	91.19'
L6	= S87°28'59"W,	341.85'
L8	= N00°21'49"W,	4.57'
L23	= N46°12'35"W,	14.63'
L24	= N89°38'10"E,	30.00'

LINE COURSES FOR DETAIL B		
L5	= N87°32'04"E,	91.19'
L6	= S87°28'59"W,	341.85'
L7	= S07°37'59"E,	0.78'
L8	= N86°28'54"W,	1.64'
L9	= N00°48'16"E,	0.76'
L10	= N87°29'56"E,	89.54'

LINE COURSES FOR DETAIL C		
L6	= S87°28'59"W,	341.85'
L10	= N87°29'56"E,	89.54'
L11	= S10°01'14"E,	0.84'
L12	= N87°13'26"E,	1.67'
L13	= N04°41'03"W,	0.87'
L14	= N87°15'25"E,	7.19'
L23	= N87°40'32"E,	55.58'

LINE COURSES FOR DETAIL D		
L6	= S87°28'59"W,	341.85'
L14	= N87°15'25"E,	7.19'
L15	= S86°20'07"E,	5.89'
L16	= N87°01'50"E,	1.60'
L17	= N02°43'09"E,	0.76'
L18	= N87°26'09"E,	39.29'
L23	= N87°40'32"E,	55.58'

LINE COURSES FOR DETAIL E		
L6	= S87°28'59"W,	341.85'
L18	= N87°26'09"E,	39.29'
L19	= S05°49'53"E,	0.75'
L20	= N86°28'13"E,	1.67'
L21	= N00°24'06"E,	0.71'
L22	= N87°44'08"E,	42.69'

LINE COURSES FOR DETAIL F		
L6	= S87°28'59"W,	341.85'
L22	= N87°44'08"E,	42.69'

ABBREVIATIONS

PCL = PARCEL
PM = PARCEL MAP
PMB = PARCEL MAP BOOK
R/W = RIGHT OF WAY
C.L. = CENTERLINE
POB = POINT OF BEGINNING
APN = ASSESSORS PARCEL NUMBER
TCE = TEMPORARY CONSTRUCTION EASEMENT
EXIST = EXISTING
S.E. COR. = SOUTHEAST CORNER

— — — — - LINE TYPE = TIE LINE
———————— LINE TYPE = PARCEL LINE
— - — - — LINE TYPE = CENTERLINE
▭ = TEMPORARY CONSTRUCTION EASEMENT

NOTE: PLAT IS BASED ON RECORD INFORMATION PER PARCEL 1, OF PARCEL MAP 19877, PARCEL MAP BOOK 251, PAGES 74-77.

TEMPORARY CONSTRUCTION EASEMENT PARCEL = 530 SQ.FT +/-

DAVID EVANS AND ASSOCIATES INC
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Ontario, CA 91764
Phone: 909.481.5750

EXHIBIT "B"-4

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

GROVE AVE AND HOLT BLVD WIDENING PROJECT

(APN 1048-472-22)

CITY OF ONTARIO
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

SHEET NO:	4 OF 4
JOB NO:	PTGI-12
DRAWN BY:	JMG
DATE:	6/09/23
	NO SCALE

PROPERTY ADDRESS: 110 NORTH VIRGINIA AVENUE, ONTARIO, CA 91764

EXHIBIT J

Assessor Parcel No. 1048-472-24 and
Assessor Parcel No. 1048-472-25

EXHIBIT "A"
LEGAL DESCRIPTION

(PERMANENT EASEMENT)

APN 1048-472-24

BEING THOSE PORTIONS OF PARCEL A OF THAT CERTAIN LOT LINE ADJUSTMENT NUMBER LLA 19-012, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, RECORDED SEPTEMBER 11, 2020 AS INSTRUMENT NUMBER 2020-0341117 OF OFFICIAL RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL 1

BEGINNING AT A POINT ON THE NORTHWEST CORNER OF THAT PROPERTY DESCRIBED IN A DEED RECORDED ON AUGUST 10, 2020, AS INSTRUMENT NUMBER 2020-0278328 OF OFFICIAL RECORDS OF SAID COUNTY, SAID POINT ALSO BEING THE WESTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN ON SAID DOCUMENT AS "NORTH 87° 38' 10" EAST, 226.58 FEET";

THENCE NORTH 0° 21' 49" WEST, 1.20 FEET ALONG THE WESTERLY LINE OF SAID PARCEL A;

THENCE LEAVING SAID WESTERLY LINE, NORTH 87° 28' 03" EAST, 5.47 FEET;

THENCE NORTH 00° 08' 41" WEST, 2.50 FEET;

THENCE NORTH 87° 28' 03" EAST, 39.06 FEET;

THENCE SOUTH 00° 07' 33" EAST, 2.50 FEET;

THENCE NORTH 87° 28' 03" EAST, 9.33 FEET;

THENCE SOUTH 02° 44' 10" EAST, 1.01 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF HOLT BOULEVARD AS DESCRIBED IN SAID INSTRUMENT NUMBER 2020-0278328;

THENCE SOUTH 87° 15' 50" WEST, 53.91 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE TO THE **POINT OF BEGINNING**.

THE LAND DESCRIBED HEREIN CONTAINS 157 SQUARE FEET, MORE OR LESS.

SUBJECT TO ALL COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY, RIGHTS AND EASEMENTS OF RECORD IF ANY.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 2
THAT PORTION OF SAID PARCEL A, LYING EASTERLY AND NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF SAID PARCEL A, OF LOT LINE ADJUSTMENT NUMBER LLA 19-012, AND THE WESTERLY RIGHT OF WAY LINE OF GROVE AVENUE AS DESCRIBED IN A DOCUMENT RECORDED ON AUGUST 10, 2020 AS INSTRUMENT NUMBER 2020-0278328, OFFICIAL RECORDS OF SAID COUNTY, SAID POINT BEING PERPENDICULAR WITH AND 50.88 FEET WESTERLY OF THE CENTERLINE OF GROVE AVENUE AS SAID CENTERLINE IS SHOWN ON SAID LLA 19-012;

THENCE ALONG SAID NORTHERLY LINE, SOUTH 89° 38' 11" WEST, 11.28 FEET;

THENCE LEAVING SAID NORTHERLY LINE, SOUTH 00° 21'10" EAST, 30.50 FEET;

THENCE NORTH 89° 38' 50" EAST, 7.33 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 5.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE A DISTANCE OF 4.88 FEET THROUGH A CENTRAL ANGLE OF 55° 55' 14" TO THE WESTERLY RIGHT OF WAY LINE OF GROVE AVENUE AS DESCRIBED IN SAID INSTRUMENT NUMBER 2020-0278328, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 55° 32' 11" EAST, SAID POINT ALSO BEING **THE POINT OF TERMINUS.**

THE LAND DESCRIBED HEREIN CONTAINS 350 SQUARE FEET, MORE OR LESS.

SUBJECT TO ALL COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY, RIGHTS AND EASEMENTS OF RECORD IF ANY.

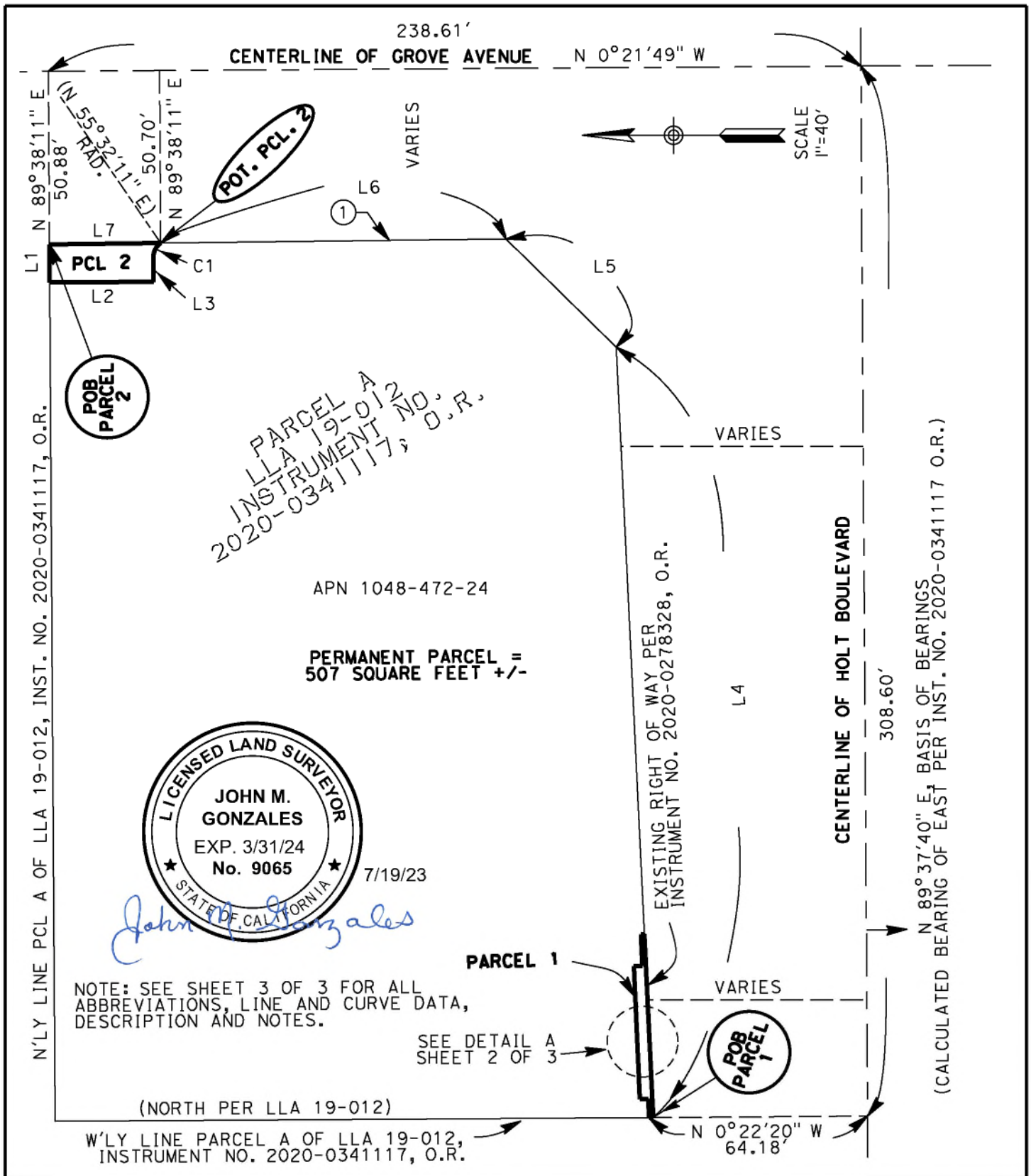
ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY SUPERVISION:

John M. Gonzales 7/19/23
JOHN M. GONZALES DATE



PROPERTY ADDRESS: 1133-1191 EAST HOLT BOULEVARD, ONTARIO, CA 91764



DAVID EVANS AND ASSOCIATES INC
4141 E. Inland Empire Boulevard,
Suite 250
Ontario, CA 91764
Phone: 909.481.5750

EXHIBIT "B"

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

GROVE AVE AND HOLT BLVD WIDENING PROJECT

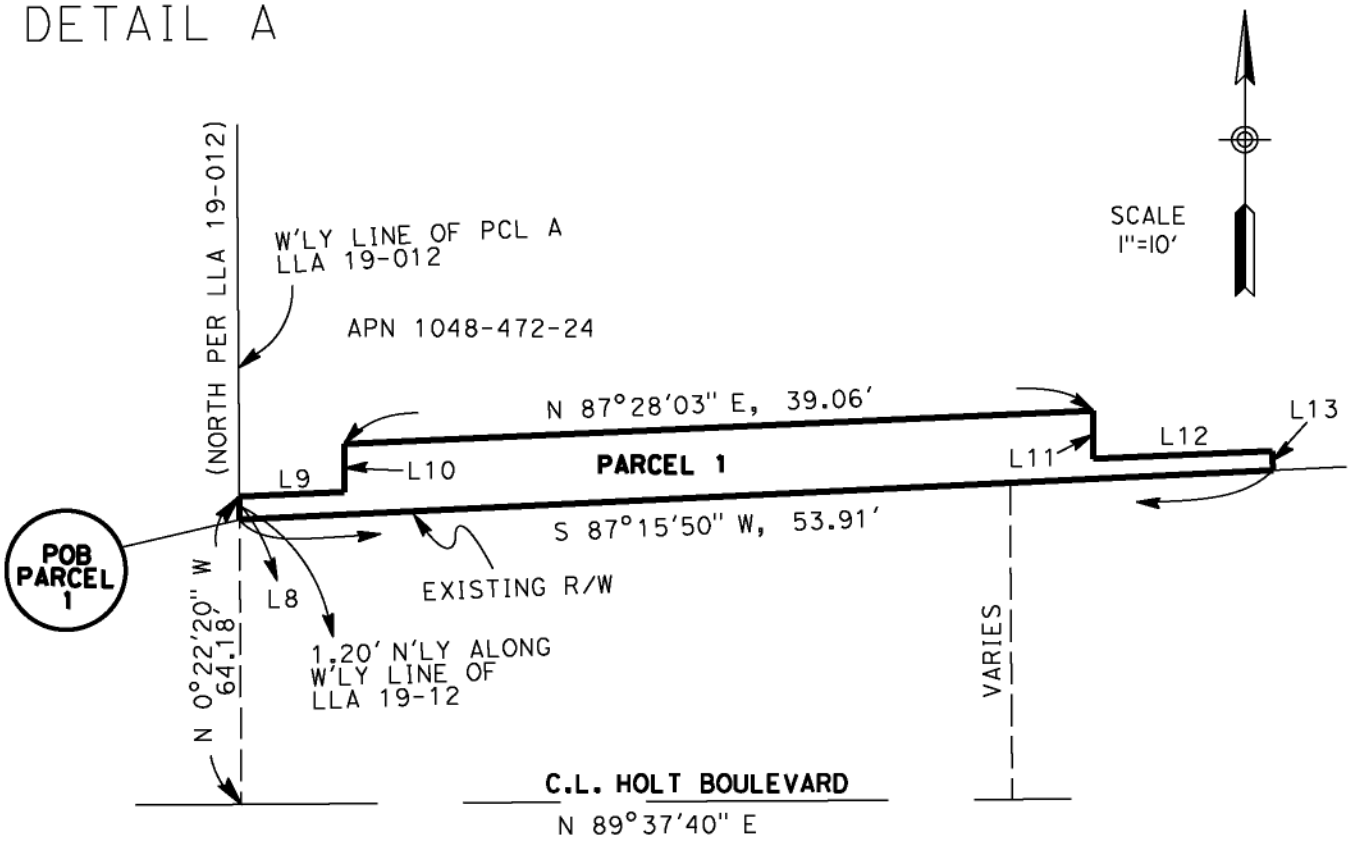
(APN 1048-472-24)

CITY OF ONTARIO
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

SHEET NO:	1 OF 3
JOB NO:	PTGI-12
DRAWN BY:	JMG
DATE: REVISED	7/19/23
SCALE:	1"=40'

1133-1191 EAST HOLT BOULEVARD, ONTARIO, CA 91764

DETAIL A



DAVID EVANS AND ASSOCIATES INC
4141 E. Inland Empire Boulevard,
Suite 250
Ontario, CA 91764
Phone: 909.481.5750

EXHIBIT "B"

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

GROVE AVE AND HOLT BLVD WIDENING PROJECT

(APN 1048-472-24)

CITY OF ONTARIO
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

SHEET NO:	2 OF 3
JOB NO:	PTGI-12
DRAWN BY:	JMG
DATE:	7/19/23
SCALE:	1"=10'

ABBREVIATIONS

PCL = PARCEL
R/W = RIGHT OF WAY
C.L. = CENTERLINE
POB = POINT OF BEGINNING
POT = POINT OF TERMINUS
APN = ASSESSORS PARCEL NUMBER
INST. NO. = INSTRUMENT NUMBER
LLA = LOT LINE ADJUSTMENT
RAD. = RADIAL
O.R. = OFFICIAL RECORDS
W'LY = WESTERLY
N'LY = NORTHERLY

LINE DATA

L1	= S89°38'11"W,	11.28'	
L2	= S00°21'10"E,	30.50'	
L3	= N89°38'50"E,	7.33'	
L4	= S87°15'50"W,	226.58'	((N87°38'10"E, 226.58'))
L5	= S44°28'30"W,	45.50'	((N44°50'19"E, 45.50'))
L6	= S00°41'04"E,	101.33'	((N00°19'15"W))
L7	= S00°41'04"E,	32.70'	
L8	= N00°21'49"W,	1.20'	
L9	= N87°28'03"E,	5.47'	
L10	= N00°08'41"W,	2.50'	
L11	= S00°07'33"E,	2.50'	
L12	= N87°28'03"E,	9.33'	
L13	= S02°44'10"E,	1.01'	

CURVE DATA

Δ = 55°55'14"
R = 5.00'
L = 4.88'

NOTE

PLAT IS BASED ON RECORD INFORMATION PER INSTRUMENT NUMBER 2020-0341117 O.R. AND INSTRUMENT NUMBER 2020-0278328 O.R.

LEGEND

= PERMANENT EASEMENT

( ) = INSTRUMENT NUMBER 2020-0341117 O.R.

(( )) = INSTRUMENT NUMBER 2020-0278328 O.R.

———— LINE TYPE = PARCEL LINE
— - — - — LINE TYPE = CENTERLINE
— — — — LINE TYPE = TIE LINE

DESCRIPTION

(1) = EXISTING RIGHT OF WAY PER INSTRUMENT NUMBER 2020-0278328 O.R.

DAVID EVANS AND ASSOCIATES INC
4141 E. Inland Empire Boulevard, Suite 250
Ontario, CA 91764
Phone: 909.481.5750

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

GROVE AVE AND HOLT BLVD WIDENING PROJECT

(APN 1048-472-24)

CITY OF ONTARIO
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

SHEET NO:	3 OF 3
JOB NO:	PTGI-12
DRAWN BY:	JMG
DATE: REVISED	7/19/23
SCALE:	NONE

EXHIBIT "A"
LEGAL DESCRIPTION

(TEMPORARY CONSTRUCTION EASEMENT)

APN 1048-472-24

BEING A PORTION OF PARCEL A OF THAT CERTAIN LOT LINE ADJUSTMENT NO. LLA 19-012, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, RECORDED SEPTEMBER 11, 2020 AS INSTRUMENT NUMBER 2020-0341117 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

BEGINNING AT A POINT ON THE NORTHWEST CORNER OF THAT PROPERTY DESCRIBED IN A DEED RECORDED ON AUGUST 10, 2020, AS INSTRUMENT NUMBER 2020-0278329 OF OFFICIAL RECORDS OF SAID COUNTY, SAID POINT ALSO BEING THE WESTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN ON SAID DOCUMENT AS "NORTH 87° 38' 10" EAST, 224.41 FEET";

THENCE NORTH 00° 21' 49" WEST, 12.71 FEET ALONG THE WESTERLY LINE OF SAID PARCEL A;

THENCE LEAVING SAID WESTERLY LINE, NORTH 87° 28' 03" EAST, 53.24 FEET;

THENCE SOUTH 02° 31' 57" EAST, 12.51 FEET TO THE NORTHERLY LINE OF SAID INSTRUMENT NUMBER 2020-0278329;

THENCE SOUTH 87° 15' 50" WEST, 53.72 FEET ALONG SAID NORTHERLY LINE TO THE **POINT OF BEGINNING.**

THE LAND DESCRIBED HEREIN CONTAINS 674 SQUARE FEET, MORE OR LESS.

SUBJECT TO ALL COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY, RIGHTS AND EASEMENTS OF RECORD IF ANY.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 2

BEGINNING AT A POINT ON THE NORTHERLY LINE OF SAID PARCEL A, OF LOT LINE ADJUSTMENT NUMBER LLA 19-012, SAID POINT BEING PERPENDICULAR WITH AND 62.17 FEET WESTERLY OF THE CENTERLLINE OF GROVE AVENUE AS SAID CENTERLINE IS SHOWN ON SAID LLA 19-012;

THENCE LEAVING SAID NOTHERLY LINE, SOUTH 0° 21' 10" EAST, 30.50 FEET;

THENCE NORTH 89° 38' 50" EAST, 6.46 FEET TO THE WESTERLY LINE OF THAT PROPERTY DESCRIBED IN A DEED RECORDED ON AUGUST 10, 2020, AS INSTRUMENT NUMBER 2020-0278329 OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE SOUTH 00° 41' 04" EAST, 5.00 FEET ALONG SAID WESTERLY LINE;

THENCE LEAVING SAID WESTERLY LINE SOUTH 89° 38' 50" WEST, 20.49 FEET;

THENCE NORTH 00° 21' 10" WEST, 35.50 FEET TO SAID NORTHERLY LINE OF PARCEL A;

THENCE NORTH 89° 38' 11" EAST, 14.00 FEET ALONG SAID NORTHERLY LINE TO **THE POINT OF BEGINNING.**

THE LAND DESCRIBED HEREIN CONTAINS 529 SQUARE FEET, MORE OR LESS.

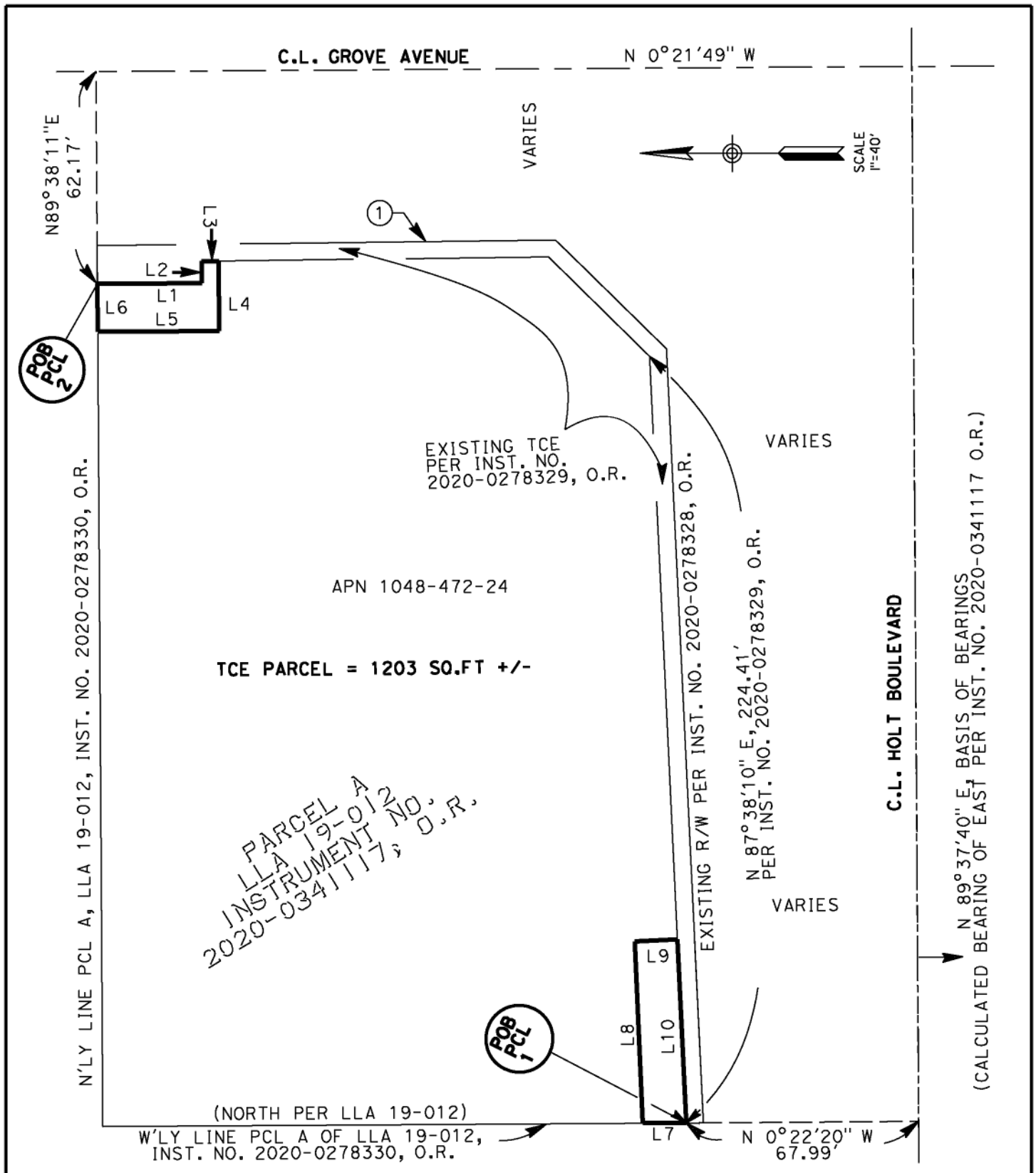
SUBJECT TO ALL COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY, RIGHTS AND EASEMENTS OF RECORD IF ANY.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY SUPERVISION:

_____

JOHN M. GONZALES, PLS 9065 DATE



DAVID EVANS AND ASSOCIATES INC
4141 E. Inland Empire Boulevard,
Suite 250
Ontario, CA 91764
Phone: 909.481.5750

EXHIBIT "B"

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

GROVE AVE AND HOLT BLVD WIDENING PROJECT

(APN 1048-472-24)

CITY OF ONTARIO
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

SHEET NO:	1 OF 2
JOB NO:	PTGI-12
DRAWN BY:	JMG
DATE: REVISED	7/19/23
SCALE:	1"=40'

1133-1191 EAST HOLT BOULEVARD, ONTARIO, CA 91764

ABBREVIATIONS

PCL = PARCEL
R/W = RIGHT OF WAY
C.L. = CENTERLINE
TPOB = TRUE POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
APN = ASSESSORS PARCEL NUMBER
INST. NO. = INSTRUMENT NUMBER
LLA = LOT LINE ADJUSTMENT
RAD. = RADIAL
O.R. = OFFICIAL RECORDS
TCE = TEMPORARY CONSTRUCTION EASEMENT
SQ.FT = SQUARE FEET
W'LY = WESTERLY

LINE DATA

L1 = S00°21'10"E, 30.50'
L2 = N89°38'50"E, 6.46'
L3 = S00°41'04"E, 5.00'
L4 = S89°38'50"W, 20.49'
L5 = N00°21'10"W, 35.50'
L6 = N89°38'11"E, 14.00'
L7 = N00°21'49"W, 12.71'
L8 = N87°28'03"E, 53.24'
L9 = S02°31'57"E, 12.51'
L10 =S87°15'50"W, 53.72'

LEGEND

= TEMPORARY CONSTRUCTION EASEMENT

———— LINE TYPE = PARCEL LINE
— - — - — LINE TYPE = CENTERLINE
— — — — - LINE TYPE = TIE LINE

NOTE

PLAT IS BASED ON RECORD INFORMATION
PER INSTRUMENT NUMBER 2020-0341117 O.R.,
INSTRUMENT NUMBER 2020-0278328 O.R.,
INSTRUMENT NUMBER 2020-0278329 O.R. AND
INSTRUMENT NUMBER 2020-0278330 O.R.

DESCRIPTION

(1) = EXISTING RIGHT OF WAY PER INSTRUMENT NUMBER 2020-0278328 O.R.

DAVID EVANS AND ASSOCIATES INC
4141 E. Inland Empire Boulevard,
Suite 250
Ontario, CA 91764
Phone: 909.481.5750

EXHIBIT "B"

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

GROVE AVE AND HOLT BLVD WIDENING PROJECT

(APN 1048-472-24)

CITY OF ONTARIO
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

SHEET NO:	2 OF 2
JOB NO:	PTGI-12
DRAWN BY:	JMG
DATE: REVISED	7/19/23
SCALE:	NONE

1133-1191 EAST HOLT BOULEVARD, ONTARIO, CA 91764

EXHIBIT "A"
LEGAL DESCRIPTION

(PERMANENT EASEMENT)

APN 1048-472-25

PARCEL 1

BEING A PORTION OF PARCEL B OF THAT CERTAIN LOT LINE ADJUSTMENT NUMBER LLA 19-012, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, RECORDED SEPTEMBER 11, 2020 AS INSTRUMENT NUMBER 2020-0341117 OF OFFICIAL RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF PARCEL B OF SAID LLA 19-012, AND THE WESTERLY RIGHT OF WAY OF GROVE AVENUE AS DESCRIBED IN INSTRUMENT NUMBER 2020-0278328, RECORDED ON AUGUST 10, 2020, OFFICIAL RECORDS OF SAID COUNTY, SAID POINT BEING PERPENDICULAR WITH AND 50.88 FEET WESTERLY OF THE CENTERLINE OF GROVE AVENUE, AS SAID CENTERLINE IS SHOWN ON SAID LLA 19-012;

THENCE ALONG SAID SOUTHERLY LINE, SOUTH 89° 38' 11" WEST, 11.28 FEET;

THENCE LEAVING SAID SOUTHERLY LINE, NORTH 00° 21' 10" WEST, 10.04 FEET;

THENCE NORTH 89° 38' 50" EAST, 7.04 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 4.54 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 00° 27' 09' EAST;

THENCE NORTHEASTERLY ALONG SAID CURVE A DISTANCE OF 5.29 FEET THROUGH A CENTRAL ANGLE OF 66° 47' 39", TO A POINT OF CUSP, SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY OF GROVE AVENUE PER SAID INSTRUMENT NUMBER 2020-0278328;

THENCE ALONG SAID RIGHT OF WAY, SOUTH 00° 41' 04" EAST, 12.80 FEET TO THE **POINT OF BEGINNING.**

THE LAND DESCRIBED HEREIN CONTAINS 116 SQUARE FEET, MORE OR LESS.

SUBJECT TO ALL COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY, RIGHTS AND EASEMENTS OF RECORD IF ANY.

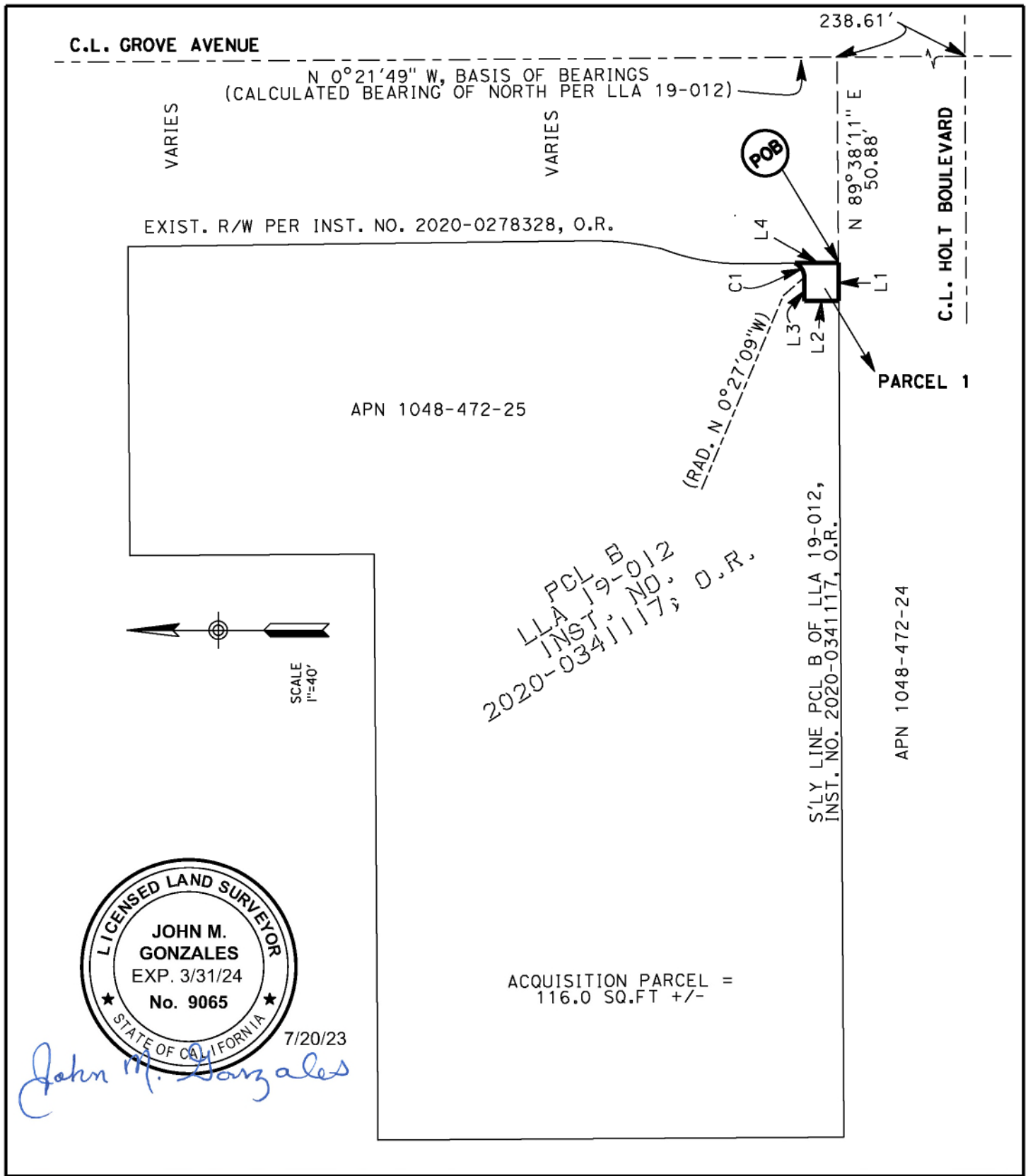
ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY SUPERVISION:



John M. Gonzales 7/20/23
JOHN M. GONZALES, PLS 9065 DATE

1133-1191 EAST HOLT BOULEVARD, ONTARIO, CA 91764



DAVID EVANS AND ASSOCIATES INC
4141 E. Inland Empire Boulevard,
Suite 250
Ontario, CA 91764
Phone: 909.481.5750

EXHIBIT "B"

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

GROVE AVE AND HOLT BLVD WIDENING PROJECT

(APN 1048-474-25)

CITY OF ONTARIO
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

SHEET NO:	1 OF 2
JOB NO:	PTGI-12
DRAWN BY:	JMG
DATE:	7/19/23
SCALE:	1"=40'

1133-1191 EAST HOLT BOULEVARD, ONTARIO, CA 91764

ABBREVIATIONS

PCL = PARCEL
R/W = RIGHT OF WAY
C.L. = CENTERLINE
POB = POINT OF BEGINNING
POT = POINT OF TERMINUS
APN = ASSESSORS PARCEL NUMBER
INST. NO. = INSTRUMENT NUMBER
LLA = LOT LINE ADJUSTMENT
RAD. = RADIAL
O.R. = OFFICIAL RECORDS
S'LY = SOUTHERLY

LINE DATA

L1 = S89°38'11"W, 11.28'
L2 = N00°21'10"W, 10.04'
L3 = N89°38'50"E, 7.04'
L4 = S00°41'04"E, 12.80'

CURVE DATA

Δ = 66°47'39"
R = 4.54'
L = 5.29'

LEGEND

= PERMANENT EASEMENT

( ) = INSTRUMENT NUMBER
2020-0341117 O.R.

(( )) = INSTRUMENT NUMBER
2020-0278328 O.R.

———————— LINE TYPE = PARCEL LINE
- — - — - — LINE TYPE = CENTERLINE
— — — — — LINE TYPE = TIE LINE

NOTE

PLAT IS BASED ON RECORD INFORMATION
PER INSTRUMENT NUMBER 2020-0341117 O.R.
AND INSTRUMENT NUMBER 2020-0278328 O.R.

DESCRIPTION

(1) = EXISTING RIGHT OF WAY PER
INSTRUMENT NUMBER 2020-0278328 O.R.

DAVID EVANS AND ASSOCIATES INC
4141 E. Inland Empire Boulevard,
Suite 250
Ontario, CA 91764
Phone: 909.481.5750

EXHIBIT "B"

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

GROVE AVE AND HOLT BLVD WIDENING PROJECT

(APN 1048-472-25)

CITY OF ONTARIO
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

SHEET NO:	2 OF 2
JOB NO:	PTGI-12
DRAWN BY:	JMG
DATE: REVISED	7/19/23
SCALE:	NONE

1133-1191 EAST HOLT BOULEVARD, ONTARIO, CA 91764

EXHIBIT "A"
LEGAL DESCRIPTION

(TEMPORARY CONSTRUCTION EASEMENT)

APN 1048-472-25

PARCEL 1

BEING A PORTION OF PARCEL B OF THAT CERTAIN LOT LINE ADJUSTMENT NUMBER LLA 19-012, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, RECORDED SEPTEMBER 11, 2020 AS INSTRUMENT NUMBER 2020-0341117 OF OFFICIAL RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF PARCEL B OF SAID LLA 19-012, SAID POINT BEING PERPENDICULAR WITH AND 62.17 FEET WESTERLY OF THE CENTERLINE OF GROVE AVENUE, AS SAID CENTERLINE IS SHOWN ON SAID LLA 19-012;

THENCE NORTH 0° 21' 10" WEST, 10.04 FEET;

THENCE NORTH 89° 38' 50" EAST, 6.22 FEET TO THE WESTERLY LINE OF THAT PROPERTY DESCRIBED IN A DEED RECORDED ON AUGUST 10, 2020, AS INSTRUMENT NUMBER 2020-0278329 OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE ALONG SAID WESTERLY LINE, NORTH 0° 41' 04" WEST, 5.00 FEET;

THENCE LEAVING SAID LINE, SOUTH 89° 38' 50" WEST, 20.20 FEET;

THENCE SOUTH 0° 21' 10" EAST, 15.05 FEET, TO SAID SOUTHERLY LINE OF PARCEL B;

THENCE ALONG SAID SOUTHERLY LINE, NORTH 89° 38' 11" EAST, 14.00 FEET TO **THE POINT OF BEGINNING**.

THE LAND DESCRIBED HEREIN CONTAINS 242 SQUARE FEET, MORE OR LESS.

SUBJECT TO ALL COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY, RIGHTS AND EASEMENTS OF RECORD IF ANY.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

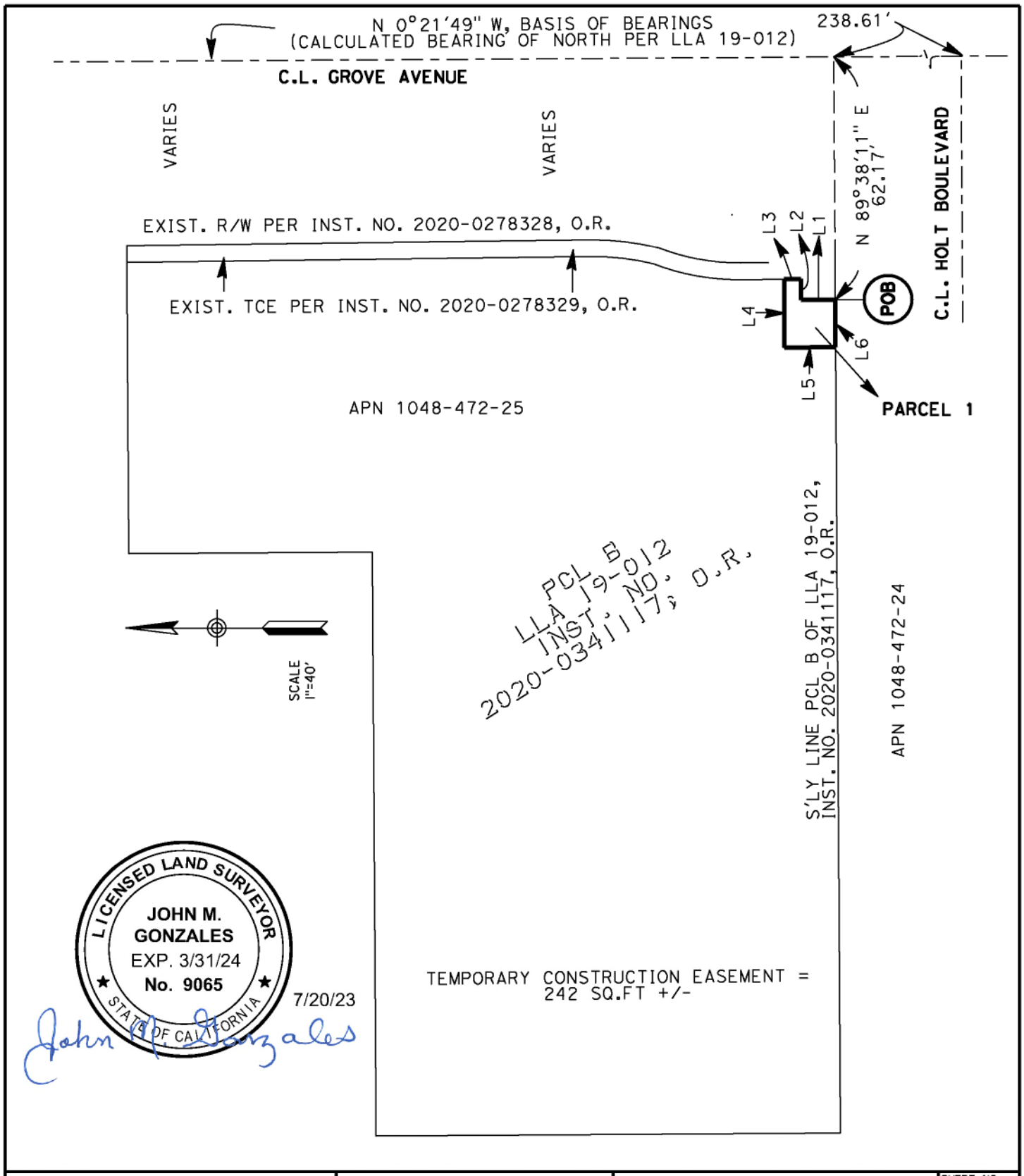
PREPARED BY ME OR UNDER MY SUPERVISION:



John M. Gonzales 7/20/23

JOHN M. GONZALES, PLS 9065 DATE

1133-1191 EAST HOLT BOULEVARD, ONTARIO, CA 91764



DAVID EVANS AND ASSOCIATES INC
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Suite 250
Ontario, CA 91764
Phone: 909.481.5750

EXHIBIT "B"

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

GROVE AVE AND HOLT BLVD WIDENING PROJECT

(APN 1048-474-25)

CITY OF ONTARIO
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

SHEET NO:	1 OF 2
JOB NO:	PTGI-12
DRAWN BY:	JMG
DATE:	7/20/23
SCALE:	1"=40'

1133-1191 EAST HOLT BOULEVARD, ONTARIO, CA 91764

ABBREVIATIONS

PCL = PARCEL
R/W = RIGHT OF WAY
C.L. = CENTERLINE
POB = POINT OF BEGINNING
POT = POINT OF TERMINUS
APN = ASSESSORS PARCEL NUMBER
INST. NO. = INSTRUMENT NUMBER
LLA = LOT LINE ADJUSTMENT
RAD. = RADIAL
O.R. = OFFICIAL RECORDS
SLY = SOUTHERLY

LINE DATA

L1 = N00°21'10"W, 10.04'
L2 = N89°38'50"E, 6.22'
L3 = N00°41'04"W, 5.00'
L4 = S89°38'50"W, 20.20'
L5 = S00°21'10"E, 15.05'
L6 = N89°38'11"E, 14.00'

LEGEND

= TEMPORARY CONSTRUCTION EASEMENT

( ) = INSTRUMENT NUMBER
2020-0341117 O.R.

(( )) = INSTRUMENT NUMBER
2020-0278328 O.R.

———— LINE TYPE = PARCEL LINE
- — - — - — LINE TYPE = CENTERLINE
— — — — — LINE TYPE = TIE LINE

NOTE

PLAT IS BASED ON RECORD INFORMATION
PER INSTRUMENT NUMBER 2020-0341117 O.R.
AND INSTRUMENT NUMBER 2020-0278328 O.R.

DESCRIPTION

(1) = EXISTING RIGHT OF WAY PER
INSTRUMENT NUMBER 2020-0278328 O.R.

DAVID EVANS AND ASSOCIATES INC
4141 E. Inland Empire Boulevard,
Suite 250
Ontario, CA 91764
Phone: 909.481.5750

EXHIBIT "B"

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

GROVE AVE AND HOLT BLVD WIDENING PROJECT

(APN 1048-472-25)

CITY OF ONTARIO
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

SHEET NO:	2 OF 2
JOB NO:	PTGI-12
DRAWN BY:	JMG
DATE: REVISED	7/20/23
SCALE:	NONE

1133-1191 EAST HOLT BOULEVARD, ONTARIO, CA 91764

EXHIBIT K

Assessor Parcel No. 1049-141-24

Legal Definitions

"Permanent Easement" refers to a non-exclusive permanent and perpetual easement and right of way in favor of the City of Ontario (the "City"), and to its successors, and assigns, hereinafter described together with the right to forever construct, maintain, improve, alter, relocate, inspect, occupy, and use for the construction and maintenance of roadways, streets and underground lines, power poles, public utilities, and other public uses, as determined necessary by the City, together with all necessary rights incidental thereto, on, over, under, and across the property in connection with the exercise of any easement rights described herein. The property affected is described and depicted in the legal description and plat mat included hereto and made a part hereof.

Property owner(s) shall not erect or construct, or permit to be erected or constructed, any building, structure or improvement on, over, or under any portion of the easement, or plant trees or any other vegetation on any portion of the easement except with the prior written consent of the City, its successors and assigns.

The City shall have the right to trim, cut or clear away any trees, brush, or other vegetation from time to time as determined in its sole discretion, without payment of additional compensation.

No other easements shall be granted on, under or over the easement without the prior written consent of the City, its successors and assigns.

The ground elevations of the roadway upon completion of construction shall not be further increased or decreased without the prior written consent of the City.

Property owner(s) shall not cause, directly, indirectly or negligently, any interference with or harm to the rights conveyed hereunder.

"Temporary construction easement" or "TCE" refers to the temporary and non-exclusive right of the City of Ontario ("City"), its successors and assigns, to engage in construction and related activities for purposes of constructing the City's project known as the Grove Avenue and Holt Boulevard Intersection Widening Project ("Project"), together with all necessary rights of ingress and egress to the easement area in connection with the exercise of any of the easement rights.

The rights under this Temporary Construction easement are non-exclusive and the owner(s) may make use of the TCE area so long as it does not interfere with the rights, purpose, and intent of the City's use of the Temporary Construction Easement.

Such right shall be exercised for a period of 14 months, beginning no fewer than 72 hours after the date that the City provides written notice of commencement of the TCE to the property owner(s).

The Temporary Construction Easement shall automatically expire and be of no further force and effect upon the date ("**Expiration Date**") that any of the following-described events first occurs: (i) fourteen months from the notice of commencement of the Temporary Construction Easement is given to the property owner(s); or (ii) fourteen months from the date of recording of

the Temporary Construction Easement. Termination of the Temporary Construction Easement as of the Expiration Date shall be automatic without any further act by either the City or the property owner(s).

In the event the City is unable to complete the Project before the expiration of the Temporary Construction Easement period, the City reserves the right to extend the TCE period for up to an additional 12 months upon: (i) 72 hours' notice of the need for any such extension, and (ii) payment of just compensation for each month the TCE is extended in an amount agreed-upon by the City and the owner(s), or in the event there is no such agreement, the probable amount of just compensation that is determined by a qualified appraisal.

Non-Permitted Activities by Property Owner(s):

Through the duration of the TCE, the property owner and their successor or assigns may not, without the express written consent of the City: (i) erect or permit the erection of any building, wall, fence or other structure within the Temporary Construction Easement area; (ii) plant nor permit the planting of any tree(s), plant(s) or other vegetation or flora on any portion of the Temporary Construction Easement are; (iii) undertake or permit the undertaking of any activity that may interfere with the City's use of the Temporary Construction Easement and exercise of all rights and privileges thereof; or (iv) grant any other easements on, under or over the Temporary Construction Easement area that would interfere with the City's use or purpose of the TCE.

Permitted Activities by the City:

Through the duration of the TCE, the City, its employees, agents, representatives, contractors, subcontractors, and workmen shall be allows to: (i) perform all activities as may be necessary to facilitate the purposes of the Temporary Construction Easement; (ii) use, control and occupy the Temporary Construction Easement Parcel on a non-exclusive basis; (iii) have access to, ingress to, and egress from the Temporary Construction Easement Parcel; (iv) use and temporarily place and operate tools, equipment, machinery and materials on the Temporary Construction Easement Parcel; and (v) trim, cut, or clear away any trees, brush or other vegetation or flora, including the roots thereof, located within the Temporary Construction Easement Parcel.

Obligations of the City:

The City agrees, by and for itself, its assigns, heirs and voluntary and involuntary successors in interest to the Temporary Construction Easement, that upon completion of that portion of the Project abutting to the Property, the City shall: (i) repair or replace in kind, at the City's sole discretion and expense, any improvements such as fences, gates and other "hard" features that the property owner(s) did not receive compensation for, existing on the Temporary Construction Easement Parcel that are damaged as a result of the City's exercise of its rights and privileges under the Temporary Construction Easement; and (ii) leave the Temporary Construction Easement Parcel in a clear, graded state with no construction debris present.

EXHIBIT "A"
LEGAL DESCRIPTION

(PERMANENT EASEMENT)

APN 1049-141-24

BEING A PORTION OF LOT 10, OF THE REVISED MAP OF THE HANSON AND COMPANY'S ADDITION TO ONTARIO, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 12, PAGE 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 10, SAID CORNER BEING 40.00 FEET SOUTH, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF HOLT BOULEVARD (40 FEET HALF WIDTH);

THENCE SOUTH 89° 37' 40" WEST, 150.51 FEET ALONG THE NORTHERLY LINE OF SAID LOT 10, TO THE NORTHWEST CORNER OF THE LAND DESCRIBED IN A DEED RECORDED ON MARCH 15, 2010 AS INSTRUMENT NUMBER 2010-0100162 OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE SOUTH 00° 22' 20" EAST, 23.00 FEET, ALONG THE WESTERLY LINE OF SAID DEED, TO THE INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF HOLT BOULEVARD (63.00 FEET HALF-WIDTH), AS DESCRIBED IN IN A DEED TO THE CITY OF ONTARIO RECORDED ON MARCH 13, 2007 AS INSTRUMENT NUMBER 2007-0157520 OF SAID OFFICIAL RECORDS, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 00° 22' 20" EAST, 1.04 FEET ALONG SAID WESTERLY LINE, TO A POINT LYING 64.04 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF HOLT BOULEVARD;

THENCE LEAVING SAID WESTERLY LINE, NORTH 89° 36" 55" EAST, 102.25 FEET TO THAT CERTAIN COURSE DESCRIBED AS, "SOUTH 48° 24' 59" EAST, 46.46 FEET" IN SAID DEED,

THENCE NORTH 45° 21' 38" WEST, 1.44 FEET, ALONG SAID COURSE TO SAID SOUTHERLY RIGHT OF WAY OF HOLT BOULEVARD;

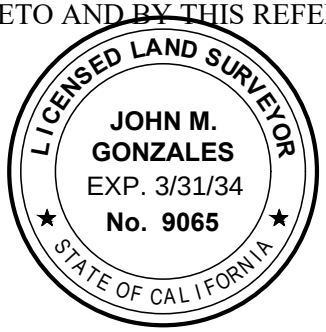
THENCE SOUTH 89° 37' 40" WEST, 101.23 FEET, ALONG SAID SOUTHERLY RIGHT OF WAY, TO THE **TRUE POINT OF BEGINNING.**

THE LAND DESCRIBED HEREIN CONTAINS 105 SQUARE FEET, MORE OR LESS.

SUBJECT TO ALL COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY, RIGHTS AND EASEMENTS OF RECORD IF ANY.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

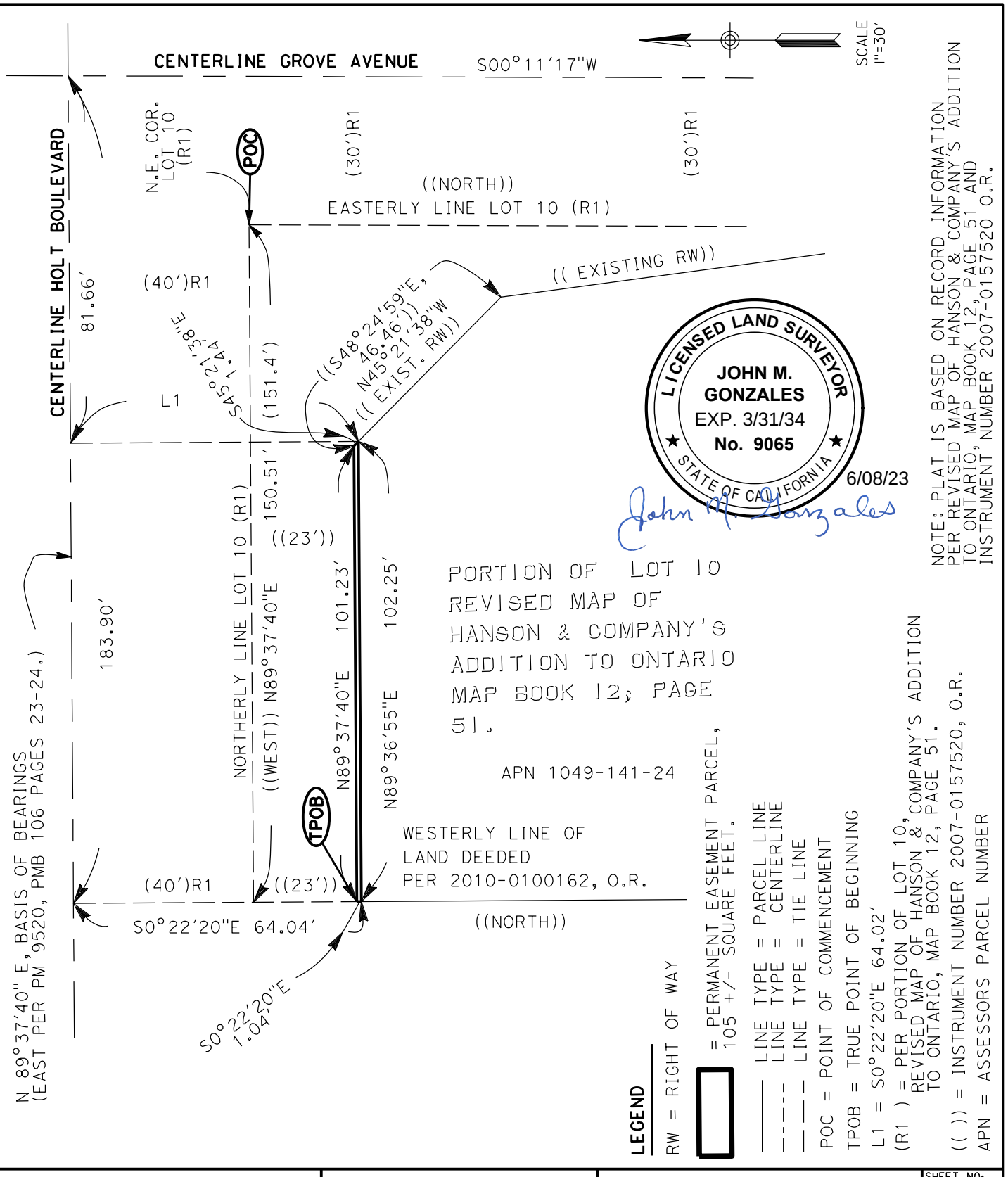
PREPARED BY ME OR UNDER MY SUPERVISION:



John M. Gonzales 6/08/23

JOHN M. GONZALES, PLS 9065 DATE

PROPERTY ADDRESS: 1194 EAST HOLT BOULEVARD, ONTARIO, CA 91761



DAVID EVANS AND ASSOCIATES INC
4141 E. Inland Empire Boulevard, Suite 250
Ontario, CA 91764
Phone: 909.481.5750

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

GROVE AVE AND HOLT BLVD WIDENING PROJECT

(APN 1049-141-24)

CITY OF ONTARIO
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

SHEET NO:	1 OF 1
JOB NO:	PTGI-12
DRAWN BY:	JMG
DATE:	6/06/23
SCALE:	1"=30'

PROPERTY ADDRESS: 1194 EAST HOLT BOULEVARD, ONTARIO, CA 91761

EXHIBIT "A"
LEGAL DESCRIPTION
(TEMPORARY CONSTRUCTION EASEMENT)

APN 1049-141-24

BEING THAT PORTION OF LOT 10, OF THE REVISED MAP OF THE HANSON AND COMPANY'S ADDITION TO ONTARIO, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 12, PAGE 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY,

SAID PORTIONS TO BE DEDICATED DESCRIBED AS FOLLOWS:

PARCEL 1

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 10, SAID CORNER BEING 40.00 FEET SOUTH, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF HOLT BOULEVARD (40 FEET HALF WIDTH);

THENCE SOUTH 89° 37' 40" WEST, 150.51 FEET ALONG THE NORTHERLY LINE OF SAID LOT 10, TO THE NORTHWEST CORNER OF THE LAND DESCRIBED IN A DEED RECORDED ON MARCH 15, 2010 AS INSTRUMENT NUMBER 2010-0100162 OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE SOUTH 00° 22' 20" EAST, 23.00 FEET, ALONG THE WESTERLY LINE OF SAID DEED, TO THE INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF HOLT BOULEVARD (63.00 FEET HALF-WIDTH), AS DESCRIBED IN IN A DEED TO THE CITY OF ONTARIO RECORDED ON MARCH 13, 2007 AS INSTRUMENT NUMBER 2007-0157520 OF SAID OFFICIAL RECORDS;

THENCE SOUTH 00° 22' 20" EAST, 1.04 FEET ALONG THE WESTERLY LINE OF SAID DEED, TO A POINT LYING 64.04 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF HOLT BOULEVARD, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID WESTERLY LINE, NORTH 89° 36' 55" EAST, A DISTANCE OF 102.25 FEET TO THAT CERTAIN COURSE DESCRIBED AS, "SOUTH 48° 24' 59" EAST, 46.46 FEET" IN SAID INSTRUMENT NUMBER 2007-0157520;

THENCE ALONG SAID CERTAIN COURSE, SOUTH 45° 21' 38" EAST, 45.02 FEET TO THE WESTERLY RIGHT OF WAY OF GROVE AVENUE (VARIABLE WIDTH) AS SHOWN ON SAID INSTRUMENT NUMBER 2007-0157520;

THENCE ALONG SAID WESTERLY RIGHT OF WAY, SOUTH 07° 39' 05" EAST, 6.14 FEET;

THENCE LEAVING SAID WESTERLY RIGHT OF WAY, NORTH 46° 34' 56" WEST, 33.14 FEET;

THENCE SOUTH 89° 36' 55" WEST, 110.93 FEET TO SAID WESTERLY LINE OF SAID INSTRUMENT NUMBER 2007-0157520;

THENCE NORTH 00° 22' 20" WEST, 15.00 FEET ALONG SAID WESTERLY LINE TO THE **TRUE POINT OF BEGINNING.**

EXHIBIT "A"
LEGAL DESCRIPTION

(TEMPORARY CONSTRUCTION EASEMENT)

THE LAND DESCRIBED HEREIN CONTAINS 1763 SQUARE FEET, MORE OR LESS.

SUBJECT TO ALL COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY, RIGHTS AND EASEMENTS OF RECORD IF ANY.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PARCEL 2

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 10, SAID CORNER BEING 40.00 FEET SOUTH, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF HOLT BOULEVARD (40 FEET HALF WIDTH);

THENCE SOUTH 89° 37' 40" WEST, 150.51 FEET ALONG THE NORTHERLY LINE OF SAID LOT 10, TO THE NORTHWEST CORNER OF THE LAND DESCRIBED IN A DEED RECORDED ON MARCH 15, 2010 AS INSTRUMENT NUMBER 2010-0100162 OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE SOUTH 00° 22' 20" EAST, 23.00 FEET, ALONG THE WESTERLY LINE OF SAID DEED, TO THE INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF HOLT BOULEVARD (63.00 FEET HALF-WIDTH), AS DESCRIBED IN IN A DEED TO THE CITY OF ONTARIO RECORDED ON MARCH 13, 2007 AS INSTRUMENT NUMBER 2007-0157520 OF SAID OFFICIAL RECORDS;

THENCE SOUTH 00° 22' 20" EAST, 1.04 FEET ALONG THE WESTERLY LINE OF SAID DEED, TO A POINT LYING 64.04 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF HOLT BOULEVARD;

THENCE LEAVING SAID WESTERLY LINE, NORTH 89° 36' 55" EAST, A DISTANCE OF 102.25 FEET TO THAT CERTAIN COURSE DESCRIBED AS, "SOUTH 48° 24' 59" EAST, 46.46 FEET" IN SAID INSTRUMENT NUMBER 2007-0157520;

THENCE ALONG SAID CERTAIN COURSE, SOUTH 45° 21' 38" EAST, 45.02 FEET TO THE WESTERLY RIGHT OF WAY OF GROVE AVENUE (VARIABLE WIDTH) AS SHOWN ON SAID INSTRUMENT NUMBER 2007-0157520;

THENCE ALONG SAID WESTERLY RIGHT OF WAY, SOUTH 07° 39' 05" EAST, 28.29 FEET TO THE **TRUE POINT OF BEGINING**;

THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY, SOUTH 07° 39' 05" EAST, 44.37 FEET;

THENCE LEAVING SAID WESTERLY RIGHT OF WAY, NORTH 30° 53' 45" WEST, 6.77 FEET;

THENCE NORTH 03° 38' 56" WEST, 38.25 FEET TO THE **TRUE POINT OF BEGINNING**.

EXHIBIT "A"
LEGAL DESCRIPTION

(TEMPORARY CONSTRUCTION EASEMENT)

THE LAND DESCRIBED HEREIN CONTAINS 59 SQUARE FEET, MORE OR LESS.

SUBJECT TO ALL COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY, RIGHTS AND EASEMENTS OF RECORD IF ANY.

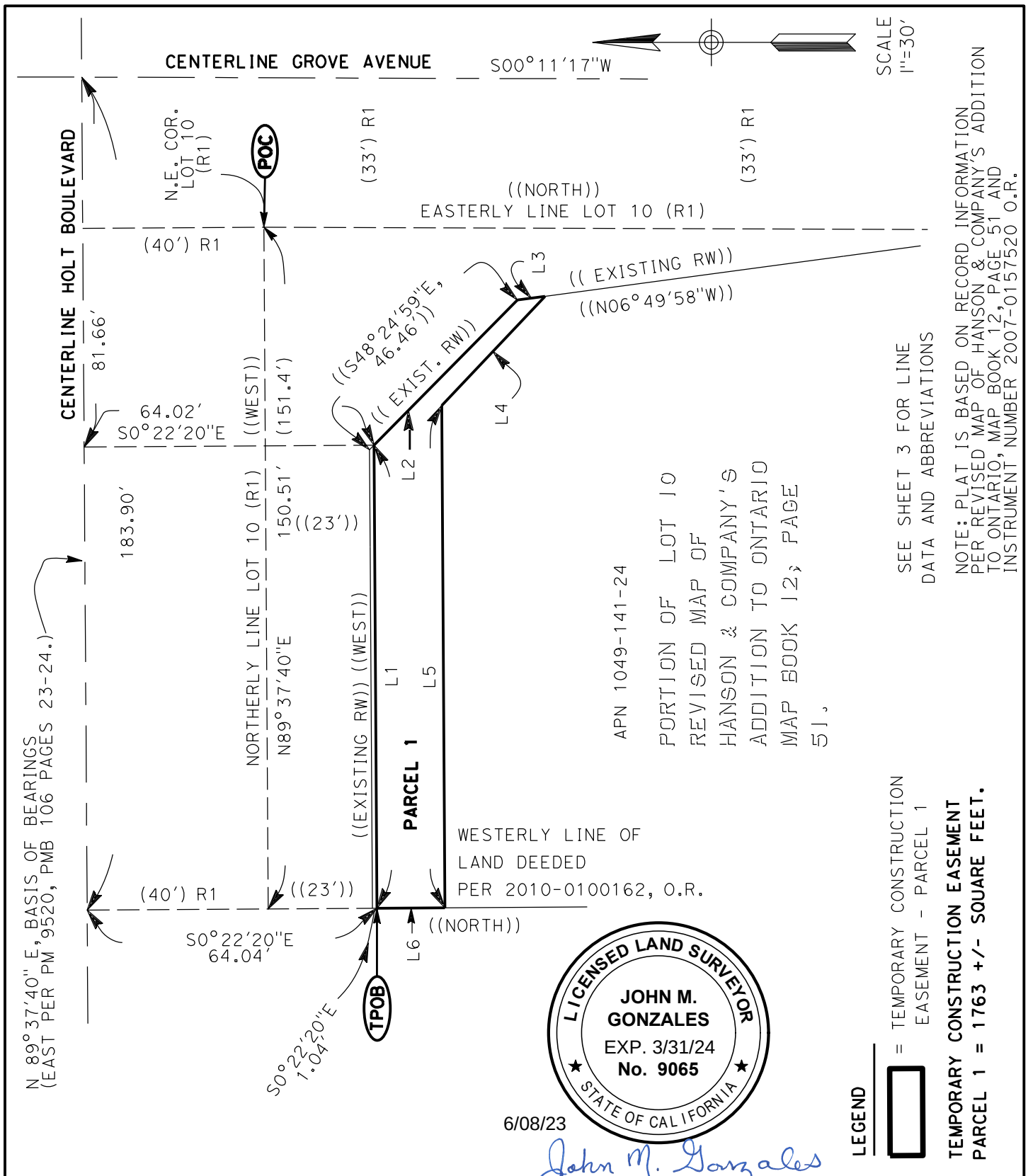
ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY SUPERVISION:

John M. Gonzales 6/08/23
JOHN M. GONZALES, PLS 9065 DATE



PROPERTY ADDRESS: 1194 EAST HOLT BOULEVARD, ONTARIO, CA 91761



DAVID EVANS AND ASSOCIATES INC
4141 E. Inland Empire Boulevard,
Suite 250
Ontario, CA 91764
Phone: 909.481.5750

EXHIBIT "B"

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

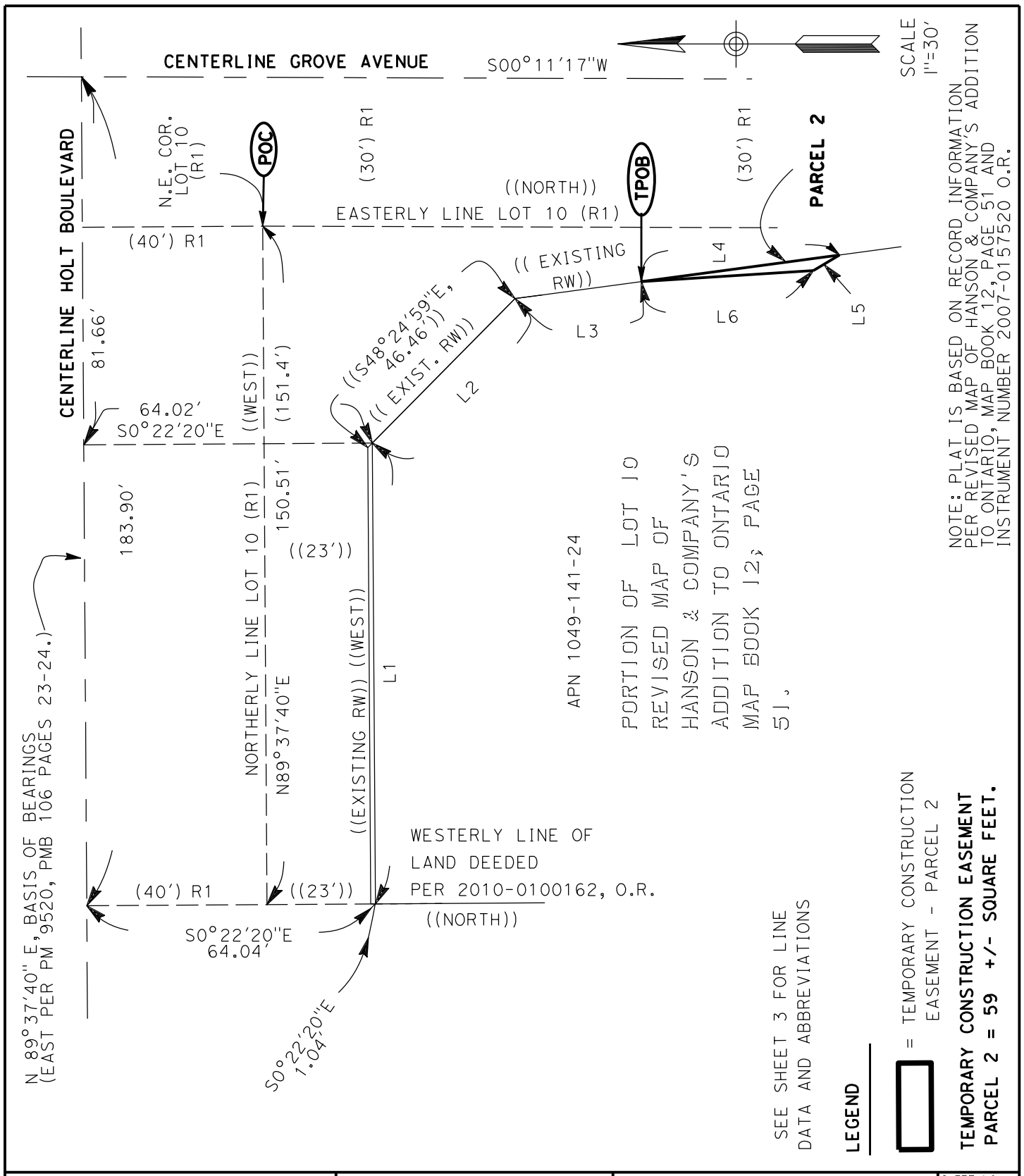
GROVE AVE AND HOLT BLVD WIDENING PROJECT

(APN 1049-141-24)

CITY OF ONTARIO
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

SHEET NO:	1 OF 3
JOB NO:	PTGI - 12
DRAWN BY:	JMG
DATE:	6/06/23
SCALE:	1"=30'

PROPERTY ADDRESS: 1194 EAST HOLT BOULEVARD, ONTARIO, CA 91761



DAVID EVANS AND ASSOCIATES INC
4141 E. Inland Empire Boulevard, Suite 250
Ontario, CA 91764
Phone: 909.481.5750

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

GROVE AVE AND HOLT BLVD WIDENING PROJECT

(APN 1049-141-24)

CITY OF ONTARIO
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

SHEET NO:	2 OF 3
JOB NO:	PTGI-12
DRAWN BY:	JMG
DATE:	6/06/23
SCALE:	1"=30'

PROPERTY ADDRESS: 1194 EAST HOLT BOULEVARD, ONTARIO, CA 91761

INFORMATION SHEET

COURSES FOR TCE EASEMENT PARCEL 1

L1 = N89° 36′ 55″E, 102.25′
L2 = S45° 21′ 38″E, 45.02′
L3 = S07° 39′ 05″E, 6.14′
L4 = N46° 34′ 56″W, 33.14′
L5 = S89° 36′ 55″W, 110.93′
L6 = N00° 22′ 20″W, 15.00′

COURSES FOR TCE EASEMENT PARCEL 2

L1 = N89° 36′ 55″E, 102.25′
L2 = S45° 21′ 38″E, 45.02′
L3 = S07° 39′ 05″E, 28.29′
L4 = S07° 39′ 05″E, 44.37′
L5 = N30° 53′ 45″W, 6.77′
L6 = N03° 38′ 56″W, 38.25′

ABBREVIATIONS

— — — - LINE TYPE = TIE LINE
———— LINE TYPE = PARCEL LINE
— - — - — LINE TYPE = CENTERLINE

POC = POINT OF COMMENCEMENT

TPOB = TRUE POINT OF BEGINNING

RW = RIGHT OF WAY

TCE = TEMPORARY CONSTRUCTION EASEMENT

(R1) = PER PORTION OF LOT 10,
REVISED MAP OF HANSON & COMPANY'S ADDITION
TO ONTARIO, MAP BOOK 12, PAGE 51.

(( )) = INSTRUMENT NUMBER 2007-0157520, O.R.

APN = ASSESSORS PARCEL NUMBER

DAVID EVANS AND ASSOCIATES INC
4141 E. Inland Empire Boulevard,
Suite 250
Ontario, CA 91764
Phone: 909.481.5750

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

GROVE AVE AND HOLT BLVD WIDENING PROJECT

(APN 1049-141-24)

CITY OF ONTARIO
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

SHEET NO:	3 OF 3
JOB NO:	PTGI - 12
DRAWN BY:	JMG
DATE:	6/06/23
SCALE:	N/A

PROPERTY ADDRESS: 1194 EAST HOLT BOULEVARD, ONTARIO, CA 91761

EXHIBIT L

Assessor Parcel No. 1049-141-25

Legal Definitions

"Permanent Easement" refers to a non-exclusive permanent and perpetual easement and right of way in favor of the City of Ontario (the "City"), and to its successors, and assigns, hereinafter described together with the right to forever construct, maintain, improve, alter, relocate, inspect, occupy, and use for the construction and maintenance of roadways, streets and underground lines, power poles, public utilities, and other public uses, as determined necessary by the City, together with all necessary rights incidental thereto, on, over, under, and across the property in connection with the exercise of any easement rights described herein. The property affected is described and depicted in the legal description and plat mat included hereto and made a part hereof.

Property owner(s) shall not erect or construct, or permit to be erected or constructed, any building, structure or improvement on, over, or under any portion of the easement, or plant trees or any other vegetation on any portion of the easement except with the prior written consent of the City, its successors and assigns.

The City shall have the right to trim, cut or clear away any trees, brush, or other vegetation from time to time as determined in its sole discretion, without payment of additional compensation.

No other easements shall be granted on, under or over the easement without the prior written consent of the City, its successors and assigns.

The ground elevations of the roadway upon completion of construction shall not be further increased or decreased without the prior written consent of the City.

Property owner(s) shall not cause, directly, indirectly or negligently, any interference with or harm to the rights conveyed hereunder.

"Temporary construction easement" or "TCE" refers to the temporary and non-exclusive right of the City of Ontario ("City"), its successors and assigns, to engage in construction and related activities for purposes of constructing the City's project known as the Grove Avenue and Holt Boulevard Intersection Widening Project ("Project"), together with all necessary rights of ingress and egress to the easement area in connection with the exercise of any of the easement rights.

The rights under this Temporary Construction easement are non-exclusive and the owner(s) may make use of the TCE area so long as it does not interfere with the rights, purpose, and intent of the City's use of the Temporary Construction Easement.

Such right shall be exercised for a period of 14 months, beginning no fewer than 72 hours after the date that the City provides written notice of commencement of the TCE to the property owner(s).

The Temporary Construction Easement shall automatically expire and be of no further force and effect upon the date ("**Expiration Date**") that any of the following-described events first occurs: (i) fourteen months from the notice of commencement of the Temporary Construction Easement is given to the property owner(s); or (ii) fourteen months from the date of recording of

the Temporary Construction Easement. Termination of the Temporary Construction Easement as of the Expiration Date shall be automatic without any further act by either the City or the property owner(s).

In the event the City is unable to complete the Project before the expiration of the Temporary Construction Easement period, the City reserves the right to extend the TCE period for up to an additional 12 months upon: (i) 72 hours' notice of the need for any such extension, and (ii) payment of just compensation for each month the TCE is extended in an amount agreed-upon by the City and the owner(s), or in the event there is no such agreement, the probable amount of just compensation that is determined by a qualified appraisal.

Non-Permitted Activities by Property Owner(s):

Through the duration of the TCE, the property owner and their successor or assigns may not, without the express written consent of the City: (i) erect or permit the erection of any building, wall, fence or other structure within the Temporary Construction Easement area; (ii) plant nor permit the planting of any tree(s), plant(s) or other vegetation or flora on any portion of the Temporary Construction Easement are; (iii) undertake or permit the undertaking of any activity that may interfere with the City's use of the Temporary Construction Easement and exercise of all rights and privileges thereof; or (iv) grant any other easements on, under or over the Temporary Construction Easement area that would interfere with the City's use or purpose of the TCE.

Permitted Activities by the City:

Through the duration of the TCE, the City, its employees, agents, representatives, contractors, subcontractors, and workmen shall be allows to: (i) perform all activities as may be necessary to facilitate the purposes of the Temporary Construction Easement; (ii) use, control and occupy the Temporary Construction Easement Parcel on a non-exclusive basis; (iii) have access to, ingress to, and egress from the Temporary Construction Easement Parcel; (iv) use and temporarily place and operate tools, equipment, machinery and materials on the Temporary Construction Easement Parcel; and (v) trim, cut, or clear away any trees, brush or other vegetation or flora, including the roots thereof, located within the Temporary Construction Easement Parcel.

Obligations of the City:

The City agrees, by and for itself, its assigns, heirs and voluntary and involuntary successors in interest to the Temporary Construction Easement, that upon completion of that portion of the Project abutting to the Property, the City shall: (i) repair or replace in kind, at the City's sole discretion and expense, any improvements such as fences, gates and other "hard" features that the property owner(s) did not receive compensation for, existing on the Temporary Construction Easement Parcel that are damaged as a result of the City's exercise of its rights and privileges under the Temporary Construction Easement; and (ii) leave the Temporary Construction Easement Parcel in a clear, graded state with no construction debris present.

EXHIBIT "A"
LEGAL DESCRIPTION

(TEMPORARY CONSTRUCTION EASEMENT)

APN 1049-141-25

BEING A PORTION OF PARCEL 1 OF PARCEL MAP 9520, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 106, PAGES 23 AND 24 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE SAID PARCEL 1, SAID POINT BEING PERPENDICULAR WITH AND 60.00 FEET SOUTHERLY OF THE CENTERLINE OF HOLT BOULEVARD, AS SAID CENTERLINE IS SHOWN ON SAID PARCEL MAP;

THENCE SOUTH 00° 22' 20" EAST, 10.04 FEET, ALONG THE WESTLERLY LINE OF SAID PARCEL 1;

THENCE LEAVING SAID WESTERLY LINE, NORTH 89° 48' 13" EAST, 20.92 FEET;

THENCE SOUTH 00° 23' 05" EAST, 8.06 FEET;

THENCE NORTH 89° 37' 40" EAST, 38.00 FEET;

THENCE NORTH 00° 23' 05" WEST, 5.06 FEET;

THENCE NORTH 65° 17' 15" EAST, 17.27 FEET;

THENCE NORTH 89° 36' 55" EAST, 106.75 FEET TO THE EASTERLY LINE OF SAID PARCEL 1;

THENCE ALONG SAID EASTERLY LINE, NORTH 00° 22' 20" WEST, 5.97 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF HOLT BOULEVARD PER INSTRUMENT NUMBER 88-125539 RECORDED APRIL 27, 1988, OFFICIAL RECORDS OF SAID COUNTY (60.00 FEET HALF WIDTH);

THENCE WESTERLY ALONG SAID RIGHT OF WAY LINE, SOUTH 89° 37' 40" WEST, 181.40 FEET TO THE **POINT OF BEGINNING**.

THE LAND DESCRIBED HEREIN CONTAINS 1690 SQUARE FEET, MORE OR LESS.

SUBJECT TO ALL COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY, RIGHTS AND EASEMENTS OF RECORD IF ANY.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

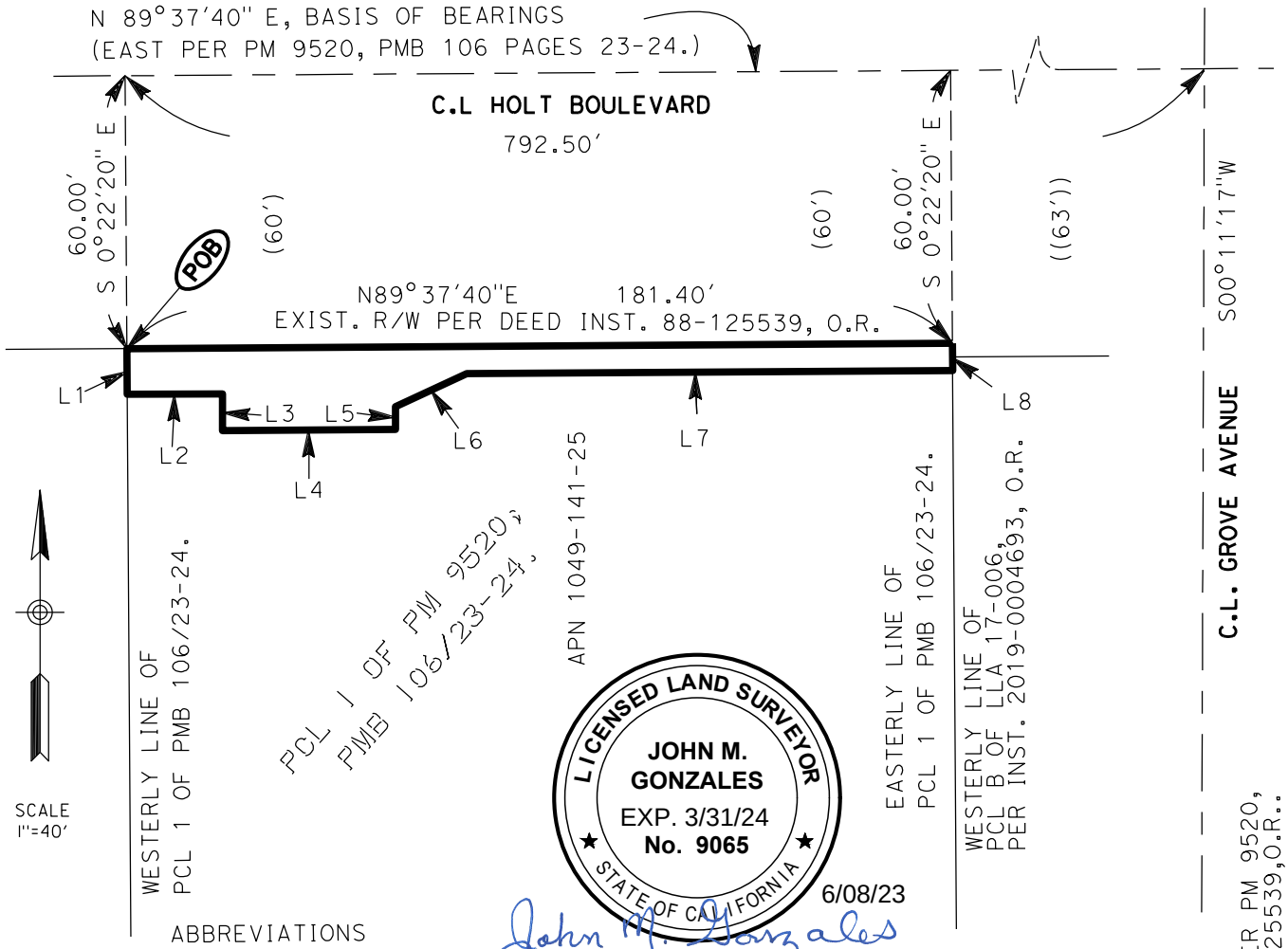
PREPARED BY ME OR UNDER MY SUPERVISION:



John M. Gonzales 6/08/23

JOHN M. GONZALES, PLS 9065 DATE

PROPERTY ADDRESS: 1120 EAST HOLT BOULEVARD, ONTARIO, CA 91761



ABBREVIATIONS

PCL = PARCEL
PM = PARCEL MAP
PMB = PARCEL MAP BOOK
R/W = RIGHT OF WAY
C.L. = CENTERLINE
POB = POINT OF BEGINNING
APN = ASSESSORS PARCEL NUMBER
TCE = TEMPORARY CONSTRUCTION EASEMENT
INST.NO. = INSTRUMENT NUMBER
LLA = LOT LINE ADJUSTMENT
OR = OFFICIAL RECORDS

LEGEND

▭ = TEMPORARY CONSTRUCTION EASEMENT 1690 +/- SQUARE FEET.
POB = POINT OF BEGINNING.
( ) = PER INST. NO. 88-125539, O.R.
(( )) = PER INST. NO. 2006-675232, O.R.
— — — — LINE TYPE = TIE LINE
———— LINE TYPE = PARCEL LINE
— - — - — LINE TYPE = CENTERLINE

COURSES

L1 =	S 00°22'20" E,	10.04'
L2 =	N 89°48'13" E,	20.92'
L3 =	S 00°23'05" E,	8.06'
L4 =	N 89°37'40" E,	38.00'
L5 =	N 00°23'05" W,	5.06'
L6 =	N 65°17'15" E,	17.27'
L7 =	N 89°36'55" E,	106.75
L8 =	N 00°22'20" W,	5.97'

NOTE:
PLAT IS BASED ON RECORD INFORMATION PER PM 9520, PMB 106 PAGES 23-24 AND INST. NO. 88-125539,O.R..

DAVID EVANS AND ASSOCIATES INC
4141 E. Inland Empire Boulevard,
Suite 250
Ontario, CA 91764
Phone: 909.481.5750

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

GROVE AVE AND HOLT BLVD WIDENING PROJECT

(APN 1049-141-25)

CITY OF ONTARIO
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

SHEET NO:	1 OF 1
JOB NO:	PTGI-12
DRAWN BY:	JMG
DATE:	6/06/23
SCALE:	1" = 40'

PROPERTY ADDRESS: 1120 EAST HOLT BOULEVARD, ONTARIO, CA 91761

EXHIBIT M

Assessor Parcel No. 1049-141-30

Legal Definitions

"Permanent Easement" refers to a non-exclusive permanent and perpetual easement and right of way in favor of the City of Ontario (the "City"), and to its successors, and assigns, hereinafter described together with the right to forever construct, maintain, improve, alter, relocate, inspect, occupy, and use for the construction and maintenance of roadways, streets and underground lines, power poles, public utilities, and other public uses, as determined necessary by the City, together with all necessary rights incidental thereto, on, over, under, and across the property in connection with the exercise of any easement rights described herein. The property affected is described and depicted in the legal description and plat mat included hereto and made a part hereof.

Property owner(s) shall not erect or construct, or permit to be erected or constructed, any building, structure or improvement on, over, or under any portion of the easement, or plant trees or any other vegetation on any portion of the easement except with the prior written consent of the City, its successors and assigns.

The City shall have the right to trim, cut or clear away any trees, brush, or other vegetation from time to time as determined in its sole discretion, without payment of additional compensation.

No other easements shall be granted on, under or over the easement without the prior written consent of the City, its successors and assigns.

The ground elevations of the roadway upon completion of construction shall not be further increased or decreased without the prior written consent of the City.

Property owner(s) shall not cause, directly, indirectly or negligently, any interference with or harm to the rights conveyed hereunder.

"Temporary construction easement" or "TCE" refers to the temporary and non-exclusive right of the City of Ontario ("City"), its successors and assigns, to engage in construction and related activities for purposes of constructing the City's project known as the Grove Avenue and Holt Boulevard Intersection Widening Project ("Project"), together with all necessary rights of ingress and egress to the easement area in connection with the exercise of any of the easement rights.

The rights under this Temporary Construction easement are non-exclusive and the owner(s) may make use of the TCE area so long as it does not interfere with the rights, purpose, and intent of the City's use of the Temporary Construction Easement.

Such right shall be exercised for a period of 14 months, beginning no fewer than 72 hours after the date that the City provides written notice of commencement of the TCE to the property owner(s).

The Temporary Construction Easement shall automatically expire and be of no further force and effect upon the date ("**Expiration Date**") that any of the following-described events first occurs: (i) fourteen months from the notice of commencement of the Temporary Construction Easement is given to the property owner(s); or (ii) fourteen months from the date of recording of

the Temporary Construction Easement. Termination of the Temporary Construction Easement as of the Expiration Date shall be automatic without any further act by either the City or the property owner(s).

In the event the City is unable to complete the Project before the expiration of the Temporary Construction Easement period, the City reserves the right to extend the TCE period for up to an additional 12 months upon: (i) 72 hours' notice of the need for any such extension, and (ii) payment of just compensation for each month the TCE is extended in an amount agreed-upon by the City and the owner(s), or in the event there is no such agreement, the probable amount of just compensation that is determined by a qualified appraisal.

Non-Permitted Activities by Property Owner(s):

Through the duration of the TCE, the property owner and their successor or assigns may not, without the express written consent of the City: (i) erect or permit the erection of any building, wall, fence or other structure within the Temporary Construction Easement area; (ii) plant nor permit the planting of any tree(s), plant(s) or other vegetation or flora on any portion of the Temporary Construction Easement are; (iii) undertake or permit the undertaking of any activity that may interfere with the City's use of the Temporary Construction Easement and exercise of all rights and privileges thereof; or (iv) grant any other easements on, under or over the Temporary Construction Easement area that would interfere with the City's use or purpose of the TCE.

Permitted Activities by the City:

Through the duration of the TCE, the City, its employees, agents, representatives, contractors, subcontractors, and workmen shall be allows to: (i) perform all activities as may be necessary to facilitate the purposes of the Temporary Construction Easement; (ii) use, control and occupy the Temporary Construction Easement Parcel on a non-exclusive basis; (iii) have access to, ingress to, and egress from the Temporary Construction Easement Parcel; (iv) use and temporarily place and operate tools, equipment, machinery and materials on the Temporary Construction Easement Parcel; and (v) trim, cut, or clear away any trees, brush or other vegetation or flora, including the roots thereof, located within the Temporary Construction Easement Parcel.

Obligations of the City:

The City agrees, by and for itself, its assigns, heirs and voluntary and involuntary successors in interest to the Temporary Construction Easement, that upon completion of that portion of the Project abutting to the Property, the City shall: (i) repair or replace in kind, at the City's sole discretion and expense, any improvements such as fences, gates and other "hard" features that the property owner(s) did not receive compensation for, existing on the Temporary Construction Easement Parcel that are damaged as a result of the City's exercise of its rights and privileges under the Temporary Construction Easement; and (ii) leave the Temporary Construction Easement Parcel in a clear, graded state with no construction debris present.

EXHIBIT "A"
LEGAL DESCRIPTION

(TEMPORARY CONSTRUCTION EASEMENT)

APN 1049-141-30

BEING A PORTION OF PARCEL A, AS SHOWN ON LOT LINE ADJUSTMENT OR PARCEL MERGER NO. LLA 17-006, AS EVIDENCED BY DOCUMENT RECORDED JANUARY 4, 2019, AS INSTRUMENT NO. 2019-0004693 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF SAID PARCEL A, SAID POINT BEING PERPENDICULAR WITH AND 69.04 FEET SOUTHERLY OF THE CENTERLINE OF HOLT BOULEVARD (64.00 FEET HALF WIDTH) AS SAID CENTERLINE IS SHOWN ON PARCEL MAP 9520, FILED IN BOOK 106 PAGES 23 AND 24 OF PARCEL MAPS, RECORDS OF SAID COUNTY;

THENCE LEAVING SAID EASTERLY LINE, SOUTH 89° 36' 55" WEST, 126.85 FEET;

THENCE NORTH 0° 23' 05" WEST, 1.07 FEET;

THENCE SOUTH 89° 37' 40" WEST, 34.40 FEET;

THENCE SOUTH 0° 00' 00" WEST, 4.00 FEET;

THENCE SOUTH 89° 37' 40" WEST, 48.59 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL A, SAID POINT BEING PERPENDICULAR WITH AND 72.00 FEET SOUTHERLY OF CENTERLINE OF SAID HOLT BOULEVARD (63.00 FEET HALF WIDTH);

THENCE ALONG SAID WESTERLY LINE, NORTH 0° 22' 20" WEST, 9.00 FEET TO THE INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF SAID HOLT BOULEVARD;

THENCE ALONG SAID RIGHT OF WAY LINE NORTH 89° 37' 40" EAST, 55.88 FEET;

THENCE SOUTH 0° 22' 20" EAST, 1.00 FEET;

THENCE NORTH 89° 37' 40" EAST, 153.99 FEET TO SAID EASTERLY LINE;

THENCE LEAVING SAID RIGHT OF WAY LINE, SOUTH 0° 22' 20" EAST, 5.04 FEET, ALONG SAID EASTERLY LINE TO **THE POINT OF BEGINNING**.

EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN CONTAINS 1224 SQUARE FEET, MORE OR LESS.

SUBJECT TO ALL COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY, RIGHTS AND EASEMENTS OF RECORD IF ANY.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY SUPERVISION:

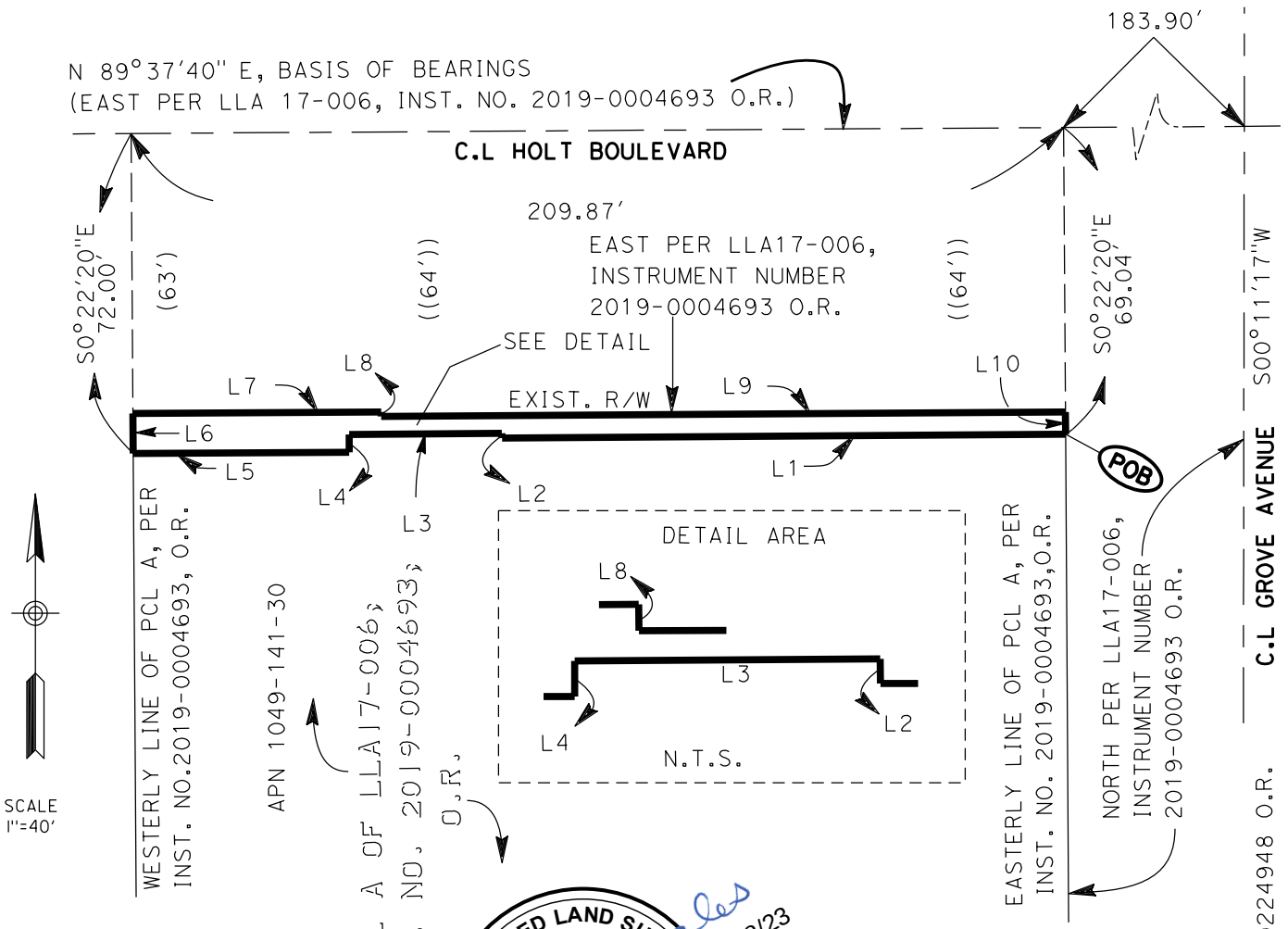


John M. Gonzales 6/08/23

JOHN M. GONZALES, PLS 9065 DATE

PROPERTY ADDRESS: 1172 EAST HOLT BOULEVARD, ONTARIO, CA 91761

P:\P\PTGI00000012\0600INFO\SV\0695LegalDescriptions\Draft\16 (APN 1049-141-30)\16TCE (APN 1049-141-30) Legal Description revised 060623.docx



ABBREVIATIONS

PCL = PARCEL
PM = PARCEL MAP
PMB = PARCEL MAP BOOK
R/W = RIGHT OF WAY
C.L. = CENTERLINE
POB = POINT OF BEGINNING
APN = ASSESSORS PARCEL NUMBER
INST.NO. = INSTRUMENT NUMBER
LLA = LOT LINE ADJUSTMENT
OR = OFFICIAL RECORDS
TCE = TEMPORARY CONSTRUCTION EASEMENT

LICENSED LAND SURVEYOR
JOHN M. GONZALES
EXP. 3/31/24
No. 9065
STATE OF CALIFORNIA
6/08/23

COURSES

L1	= S 89° 36' 55" W,	126.85'
L2	= N 00° 23' 05" W,	1.07'
L3	= S 89° 37' 40" W,	34.40'
L4	= S 00° 00' 00" W,	4.00'
L5	= S 89° 37' 40" W,	48.59'
L6	= N 00° 22' 20" W,	9.00'
L7	= N 89° 37' 40" E,	55.88'
L8	= S 00° 22' 20" E,	1.00'
L9	= N 89° 37' 40" E,	153.99'
L10	= S 00° 22' 20" E,	5.04'

LEGEND

= TEMPORARY CONSTRUCTION EASEMENT
( ) = PER INST. NO. 2006-0675232,O.R.
(( )) = PER INST. NO. 2018-0224948,O.R.

LEGEND

TCE PARCEL = 1224 +/-SQ. FT.
LINE TYPE = TIE LINE
LINE TYPE = PARCEL LINE
LINE TYPE = CENTERLINE

NOTE: PLAT IS BASED ON RECORD INFORMATION PER INST. NO. 2019-0004693 O.R., INST. NO. 2006-0675232 O.R. AND 2018-0224948 O.R.

DAVID EVANS AND ASSOCIATES INC
4141 E. Inland Empire Boulevard, Suite 250
Ontario, CA 91764
Phone: 909.481.5750

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

GROVE AVE AND HOLT BLVD WIDENING PROJECT

(APN 1049-141-30)

CITY OF ONTARIO
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

SHEET NO:	1 OF 1
JOB NO:	PTGI-12
DRAWN BY:	JMG
DATE:	6/06/23
SCALE:	1" = 40'

PROPERTY ADDRESS: 1172 EAST HOLT BOULEVARD, ONTARIO, CA 91761

EXHIBIT N

Assessor Parcel No. 1049-141-31

Legal Definitions

"Permanent Easement" refers to a non-exclusive permanent and perpetual easement and right of way in favor of the City of Ontario (the "City"), and to its successors, and assigns, hereinafter described together with the right to forever construct, maintain, improve, alter, relocate, inspect, occupy, and use for the construction and maintenance of roadways, streets and underground lines, power poles, public utilities, and other public uses, as determined necessary by the City, together with all necessary rights incidental thereto, on, over, under, and across the property in connection with the exercise of any easement rights described herein. The property affected is described and depicted in the legal description and plat mat included hereto and made a part hereof.

Property owner(s) shall not erect or construct, or permit to be erected or constructed, any building, structure or improvement on, over, or under any portion of the easement, or plant trees or any other vegetation on any portion of the easement except with the prior written consent of the City, its successors and assigns.

The City shall have the right to trim, cut or clear away any trees, brush, or other vegetation from time to time as determined in its sole discretion, without payment of additional compensation.

No other easements shall be granted on, under or over the easement without the prior written consent of the City, its successors and assigns.

The ground elevations of the roadway upon completion of construction shall not be further increased or decreased without the prior written consent of the City.

Property owner(s) shall not cause, directly, indirectly or negligently, any interference with or harm to the rights conveyed hereunder.

"Temporary construction easement" or "TCE" refers to the temporary and non-exclusive right of the City of Ontario ("City"), its successors and assigns, to engage in construction and related activities for purposes of constructing the City's project known as the Grove Avenue and Holt Boulevard Intersection Widening Project ("Project"), together with all necessary rights of ingress and egress to the easement area in connection with the exercise of any of the easement rights.

The rights under this Temporary Construction easement are non-exclusive and the owner(s) may make use of the TCE area so long as it does not interfere with the rights, purpose, and intent of the City's use of the Temporary Construction Easement.

Such right shall be exercised for a period of 14 months, beginning no fewer than 72 hours after the date that the City provides written notice of commencement of the TCE to the property owner(s).

The Temporary Construction Easement shall automatically expire and be of no further force and effect upon the date ("**Expiration Date**") that any of the following-described events first occurs: (i) fourteen months from the notice of commencement of the Temporary Construction Easement is given to the property owner(s); or (ii) fourteen months from the date of recording of

the Temporary Construction Easement. Termination of the Temporary Construction Easement as of the Expiration Date shall be automatic without any further act by either the City or the property owner(s).

In the event the City is unable to complete the Project before the expiration of the Temporary Construction Easement period, the City reserves the right to extend the TCE period for up to an additional 12 months upon: (i) 72 hours' notice of the need for any such extension, and (ii) payment of just compensation for each month the TCE is extended in an amount agreed-upon by the City and the owner(s), or in the event there is no such agreement, the probable amount of just compensation that is determined by a qualified appraisal.

Non-Permitted Activities by Property Owner(s):

Through the duration of the TCE, the property owner and their successor or assigns may not, without the express written consent of the City: (i) erect or permit the erection of any building, wall, fence or other structure within the Temporary Construction Easement area; (ii) plant nor permit the planting of any tree(s), plant(s) or other vegetation or flora on any portion of the Temporary Construction Easement are; (iii) undertake or permit the undertaking of any activity that may interfere with the City's use of the Temporary Construction Easement and exercise of all rights and privileges thereof; or (iv) grant any other easements on, under or over the Temporary Construction Easement area that would interfere with the City's use or purpose of the TCE.

Permitted Activities by the City:

Through the duration of the TCE, the City, its employees, agents, representatives, contractors, subcontractors, and workmen shall be allows to: (i) perform all activities as may be necessary to facilitate the purposes of the Temporary Construction Easement; (ii) use, control and occupy the Temporary Construction Easement Parcel on a non-exclusive basis; (iii) have access to, ingress to, and egress from the Temporary Construction Easement Parcel; (iv) use and temporarily place and operate tools, equipment, machinery and materials on the Temporary Construction Easement Parcel; and (v) trim, cut, or clear away any trees, brush or other vegetation or flora, including the roots thereof, located within the Temporary Construction Easement Parcel.

Obligations of the City:

The City agrees, by and for itself, its assigns, heirs and voluntary and involuntary successors in interest to the Temporary Construction Easement, that upon completion of that portion of the Project abutting to the Property, the City shall: (i) repair or replace in kind, at the City's sole discretion and expense, any improvements such as fences, gates and other "hard" features that the property owner(s) did not receive compensation for, existing on the Temporary Construction Easement Parcel that are damaged as a result of the City's exercise of its rights and privileges under the Temporary Construction Easement; and (ii) leave the Temporary Construction Easement Parcel in a clear, graded state with no construction debris present.

EXHIBIT "A"
LEGAL DESCRIPTION

(TEMPORARY CONSTRUCTION EASEMENT)

APN 1049-141-31

BEING A PORTION OF PARCEL B, AS SHOWN ON LOT LINE ADJUSTMENT OR PARCEL MERGER NO. LLA 17-006, AS EVIDENCED BY DOCUMENT RECORDED JANUARY 4, 2019, AS INSTRUMENT NO. 2019-0004693 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF SAID PARCEL B, SAID POINT BEING PERPENDICULAR WITH AND 72.00 FEET SOUTHERLY OF THE CENTERLINE OF HOLT BOULEVARD AS SAID CENTERLINE IS SHOWN ON PARCEL MAP 9520, FILED IN BOOK 106 PAGES 23 AND 24 OF PARCEL MAPS, RECORDS OF SAID COUNTY;

THENCE LEAVING SAID EASTERLY LINE, SOUTH 89° 37' 40" WEST, 34.46 FEET;

THENCE NORTH 0° 00' 00" EAST, 4.00 FEET;

THENCE SOUTH 89° 37' 40" WEST, 46.37 FEET;

THENCE NORTH 0° 22' 20" WEST, 5.00' FEET TO THE INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF HOLT BOULEVARD (63.00 FEET HALF WIDTH);

THENCE ALONG SAID RIGHT OF WAY LINE, NORTH 89° 37' 40" EAST, 80.80 FEET TO A POINT ON SAID EASTERLY LINE;

THENCE LEAVING SAID RIGHT OF WAY LINE, SOUTH 0° 22' 20"EAST, 9.00 FEET ALONG SAID EASTERLY LINE TO THE **POINT OF BEGINNING**.

THE LAND DESCRIBED HEREIN CONTAINS 542 SQUARE FEET, MORE OR LESS.

SUBJECT TO ALL COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY, RIGHTS AND EASEMENTS OF RECORD IF ANY.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

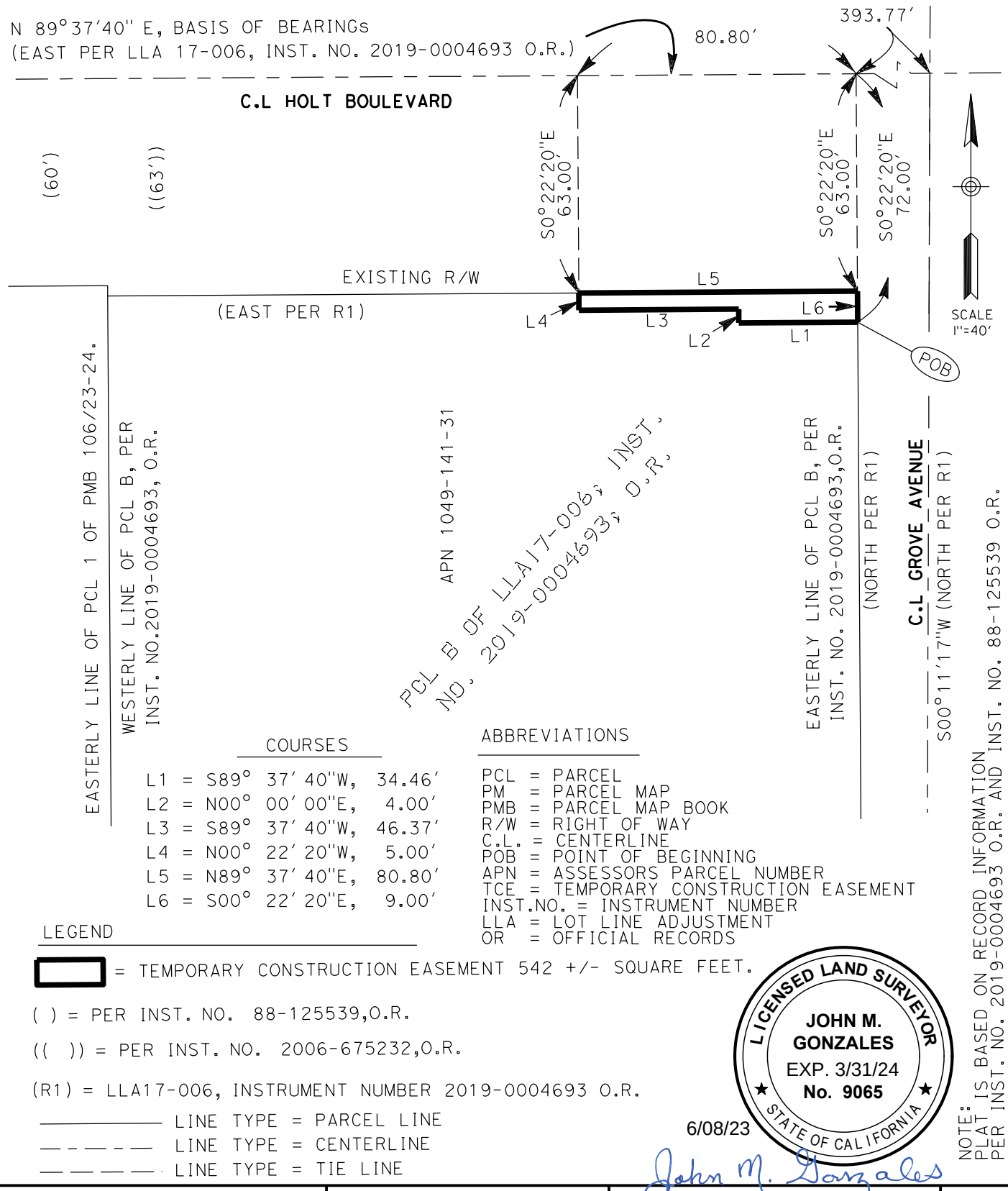
PREPARED BY ME OR UNDER MY SUPERVISION:

John M. Gonzales 6/08/23

JOHN M. GONZALES, PLS 9065 DATE



PROPERTY ADDRESS: 1154 EAST HOLT BOULEVARD, ONTARIO, CA 91761



COURSES

L1	=	S89° 37' 40"W,	34.46'
L2	=	N00° 00' 00"E,	4.00'
L3	=	S89° 37' 40"W,	46.37'
L4	=	N00° 22' 20"W,	5.00'
L5	=	N89° 37' 40"E,	80.80'
L6	=	S00° 22' 20"E,	9.00'

ABBREVIATIONS

PCL = PARCEL
PM = PARCEL MAP
PMB = PARCEL MAP BOOK
R/W = RIGHT OF WAY
C.L. = CENTERLINE
POB = POINT OF BEGINNING
APN = ASSESSORS PARCEL NUMBER
TCE = TEMPORARY CONSTRUCTION EASEMENT
INST.NO. = INSTRUMENT NUMBER
LLA = LOT LINE ADJUSTMENT
OR = OFFICIAL RECORDS

LEGEND

▭ = TEMPORARY CONSTRUCTION EASEMENT 542 +/- SQUARE FEET.

( ) = PER INST. NO. 88-125539,O.R.

(( )) = PER INST. NO. 2006-675232,O.R.

(R1) = LLA17-006, INSTRUMENT NUMBER 2019-0004693 O.R.

———— LINE TYPE = PARCEL LINE
— - — - — LINE TYPE = CENTERLINE
— — — — LINE TYPE = TIE LINE

LICENSED LAND SURVEYOR
JOHN M. GONZALES
EXP. 3/31/24
No. 9065
STATE OF CALIFORNIA

6/08/23

John M. Gonzales

NOTE: PLAT IS BASED ON RECORD INFORMATION PER INST. NO. 2019-0004693 O.R. AND INST. NO. 88-125539 O.R.

DAVID EVANS AND ASSOCIATES INC
4141 E. Inland Empire Boulevard, Suite 250
Ontario, CA 91764
Phone: 909.481.5750

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

GROVE AVE AND HOLT BLVD WIDENING PROJECT

(APN 1049-141-31)

CITY OF ONTARIO
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

SHEET NO:	1 OF 1
JOB NO:	PTGI-12
DRAWN BY:	JMG
DATE:	6/06/23
SCALE:	1" = 40'

PROPERTY ADDRESS: 1154 EAST HOLT BOULEVARD, ONTARIO, CA 91761

CITY OF ONTARIO *Agenda Report* **August 15, 2023**	**SECTION:** **PUBLIC HEARINGS**
Department: Economic Development Prepared By: Charity Hernandez Staff Member Presenting: Jennifer McLain Hiramoto, Economic Development Director Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 31

SUBJECT: **A PUBLIC HEARING TO CONSIDER ADOPTING A RESOLUTION OF NECESSITY FOR THE ACQUISITION BY EMINENT DOMAIN OF A FEE SIMPLE INTEREST IN CERTAIN REAL PROPERTY LOCATED AT 1522 WEST MISSION BOULEVARD**

RECOMMENDATION: That the City Council conduct a public hearing and adopt a Resolution of Necessity declaring that the acquisition by eminent domain of a fee simple interest in certain real property located at 1522 West Mission Boulevard, more particularly described as Assessor Parcel No. 1011-221-19 (the Property), is necessary for the City of Ontario's intermediate Continuum of Care - Access Center Project (the Project).

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the Growth and Evolution of the City's Economy
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

FISCAL IMPACT: Funding for acquisition costs have been appropriated in the Fiscal Year 2023-24 Adopted Budget. The deposit necessary to file the Resolution of Necessity for prejudgment possession of the Property is approximately $4,275,000.

BACKGROUND & ANALYSIS: The Property consists of one (1) parcel located on the north side of West Mission Boulevard, just west of Benson Avenue in Ontario, California, as shown on Exhibit 1, for the City of Ontario's Continuum of Care – Access Center Project. The City seeks to acquire a full fee interest in the parcel referenced above.

The City obtained an appraisal of the real estate from Bradford Thompson, MAI, AI-GRS, SR/WA, of Thompson & Thompson Real Estate Valuation and Consulting Inc., and made an offer of just compensation to the property owner for the acquisition pursuant to California Government Code section 7267.2. The City has retained OPC, LLC, a consulting firm, to assist with acquisitions and relocations. Following standard public records and due diligence searches for ownership information, a notice of this public hearing was mailed to the property owner. City staff has attempted to negotiate a voluntary acquisition and will continue to do so.

A Notice of the Resolution of Necessity hearing was mailed to the Property owner on July 28, 2023 by regular U.S. Mail.

The power of eminent domain is used by the City only as a last resort to obtain interests necessary for projects after 1) negotiations have stalled; or 2) the owner has requested that the City proceed directly to eminent domain for tax or other advantages; or 3) the eminent domain process is necessary to clear title to the property. In this case, an offer of just compensation was made to the owner for the full Fair Market Value, as determined by an independent appraisal. City Staff attempted to acquire the property voluntarily and in good faith, and will continue to do so throughout the process.

DESCRIPTION OF PROPERTY TO BE ACQUIRED: The Property affected by the proposed acquisition is located within the City of Ontario, at 1522 West Mission Boulevard, Ontario, California 91762.

HEARINGS AND REQUIRED FINDINGS: The recommended actions of the City Council pertain to the acquisition property owned by The Ramanbhal G. Patel and Manjulaben R. Patel Revocable Living Trust.

California eminent domain law provides that a public entity may not commence an eminent domain proceeding until its governing body has adopted a Resolution of Necessity, which resolution may only be adopted after the governing body has given each party with an interest in the affected property or their representatives a reasonable opportunity to appear and be heard on the following matters:

1. The public interest and necessity require the proposed project.
2. The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
3. The real property to be acquired is necessary for the project.
4. The offer of just compensation has been made to the property owner.

The notice of hearing was mailed on July 28, 2023, by first class mail to the property owner in accordance with Section 1245.235 of the California Code of Civil Procedure.

The above four required findings are addressed as follows:

The Public Interest and Necessity Require the Proposed Project

Since 2015, the City of Ontario has seen a 44 percent increase in unsheltered homelessness. The 2023 Point in Time Count found 107 persons on the street. The weather conditions had activated the extreme weather motel voucher program the night before, which accounted for most of the 69 additional persons temporarily sheltered in motels. The City's motel voucher programs offer very time-limited shelter, no more than 7 days at a time. The City has no year-round emergency shelter beds for homeless individuals or families. This creates a significant barrier to effectively assisting these persons out of homelessness, as it makes it hard to keep appointments and follow through on activities such as securing stable income and looking for a place to live. These delays prolong their stays on the streets and contributes to the degradation of their physical and mental health. Lacking a safe, supported place to go, these individuals and families carry out their necessities of daily living and sleep in City parks, public and private places not meant for human habitation, and in

their own vehicles, parked on City streets. The proposed use of the property includes interim housing to assist those working to connect with permanent housing or other sheltered homeless solutions in having a stable and safe place to stay while required documentation is gathered and available housing is identified.

The current location the City utilizes to provide these services no longer provides adequate room to house these individuals, and as the unsheltered population in the City has grown, so has the City's need for a larger facility.

This Project is an integral part of the City's plan to demonstrate a sustainable community and aide in the City's current homeless crisis. The Continuum of Care – Access Center encompasses a network of providers, programs and services to help residents facing housing, food, employment and wellness challenges. The Continuum of Care – Access Center serves as the access point to vital services, resources and emergency needs in Ontario.

The proposed new intermediate Continuum of Care – Access Center will be located on approximately 112 feet of frontage along the north side of West Mission Boulevard. The property is a 13,246 square foot motel containing two stories and will provide thirty-three rooms to house some of the City's unsheltered population. All utilities are available to the subject property.

This Project is also a key component to aide Ontario in resolving its current homeless crisis.

The Project is Planned or Located in a Manner That Will be Most Compatible With the Greatest Public Good and the Least Private Injury

The proposed Project will assist the City in housing unsheltered individuals and provide a stable and safe place to temporarily stay while available housing is identified. This Project supports the City Council's goals and objectives. The Property to be acquired is best suited for the Project and will cause the least private injury. The Property is already suited with rooms and utilities which will allow the City to provide amenities, including rooms and restrooms, to the City's unsheltered population. To move this Project elsewhere would require significant land use policy changes, cause a greater impact to local property owners, and would effectively be cost prohibitive.

The Real Property to be Acquired is Necessary for the Proposed Project

The Property affected by the proposed acquisition is located within the City of Ontario, at 1522 West Mission Avenue, Ontario, CA 91762, Assessors Parcel No. 1011-221-19 (owned by The Ramanbhal G. Patel and Manjulaben R. Patel Revocable Living Trust). The acquisition is necessary for the City of Ontario's intermediate Continuum of Care - Access Center Project, in Ontario, California.

The Offer of Just Compensation Has Been Made

An appraisal was prepared by Bradford Thompson, MAI, AI-GRS, SR/WA, of Thompson & Thompson Real Estate Valuation and Consulting Inc., to establish the Fair Market Value of the fee interest the City is seeking to acquire. An offer of just compensation was made to the record owner to purchase the fee interest in the Property to be acquired, as established by the approved appraisal and as required by Section 7267.2 of the California Government Code. Although a negotiated settlement

may still be possible for the fee interest cited above, it would be appropriate to commence the procedures to acquire the fee interest through eminent domain.

ENVIRONMENTAL ANALYSIS: Pursuant to the State of California Environmental Quality Act Guidelines Section 15183 there has been compliance by the City with the requirements of the California Environmental Quality Act.

EXHIBIT “1”

1522 WEST MISSION BOULEVARD



RESOLUTION NO. _____

A RESOLUTION OF NECESSITY OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, FOR THE ACQUISITION BY EMINENT DOMAIN OF A FEE SIMPLE INTEREST IN CERTAIN REAL PROPERTY LOCATED AT 1522 WEST MISSION BOULEVARD, ONTARIO, SAN BERNARDINO COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS ASSESSOR PARCEL NO. 1011-221-19, FOR THE CONTINUUM OF CARE - ACCESS CENTER.

WHEREAS, the City of Ontario (the "City") proposes to acquire, by eminent domain, a fee simple interest of real property located at 1522 West Mission Boulevard, Ontario, CA 91762, more particularly described as Assessor Parcel Number 1011-221-19, for the Continuum of Care – Access Center Project in the City of Ontario, San Bernardino County, California, pursuant to the authority granted to it by Section 37350.5 of the California Government Code; and

WHEREAS, pursuant to Section 1245.235 of the California Code of Civil Procedure, the City scheduled a public hearing for Tuesday, August 15, 2023, at 6:30 p.m. at the Ontario City Hall, Council Chambers, 303 East “B” Street, Ontario, California, and gave to each person whose property is to be acquired and whose name and address appeared on the last equalized county assessment roll, notice and a reasonable opportunity to appear at said hearing and be heard on the matters referred to in Section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, said hearing has been held by the City and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard on said matters; and

WHEREAS, the City may now adopt a Resolution of Necessity pursuant to Section 1240.040 of the California Code of Civil Procedure.

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

SECTION 1. Compliance with California Code of Civil Procedure and California Environmental Quality Act. There has been compliance by the City with the requirements of Section 1245.235 of the California Code of Civil Procedure and the California Environmental Quality Act.

SECTION 2. Public Use. The public use for which the real property interest is to be acquired is to provide a location for which vital services, resources, and emergency needs may be provided to the City’s homeless population through the City of Ontario’s Continuum of Care – Access Center Project in the City of Ontario, San Bernardino County, California. Section 37350.5 of the California Government Code authorizes the City to acquire by eminent domain real property necessary for such purposes.

SECTION 3. Description of Property. Attached and marked as Exhibit "A" are the legal definition, description and depiction of the real property to be acquired by the City, which describes the general location and extent of the property to be acquired with sufficient detail for reasonable identification.

SECTION 4. Findings. The City hereby finds and determines each of the following:

(a) The public interest and necessity require the proposed project;
(b) The proposed project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;
(c) The fee interest described in Exhibit A is necessary for the proposed project;
(d) The offer required by Section 7267.2 of the California Government Code was made.

SECTION 5. Further Activities. Counsel for the City is hereby authorized to file legal proceedings necessary to acquire the hereinabove described real property in the name of and on behalf of the City by eminent domain, and counsel is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Legal counsel is further authorized to take such steps as may be authorized and required by law, and to make such security deposits as may be required by order of court, to permit the City to take possession of and use said real property at the earliest possible time. Counsel is further authorized to correct any errors or to make or agree to non-material changes in the legal description of the real property that are deemed necessary for the conduct of the condemnation action or other proceedings or transaction required to acquire the subject real property.

SECTION 6. Effective Date. 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 15th day of August 2023.

_____
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. 2023- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held August 15, 2023 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. 2023- duly passed and adopted by the Ontario City Council at their regular meeting held August 15, 2023.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT A

(Legal Definition, Legal Description, Parcel Map)

Legal Definition

The following is the definition of legal rights to be acquired by the City of Ontario:

"**Fee**" also known as fee simple or fee simple absolute, grants to the City of Ontario absolute ownership of the property.

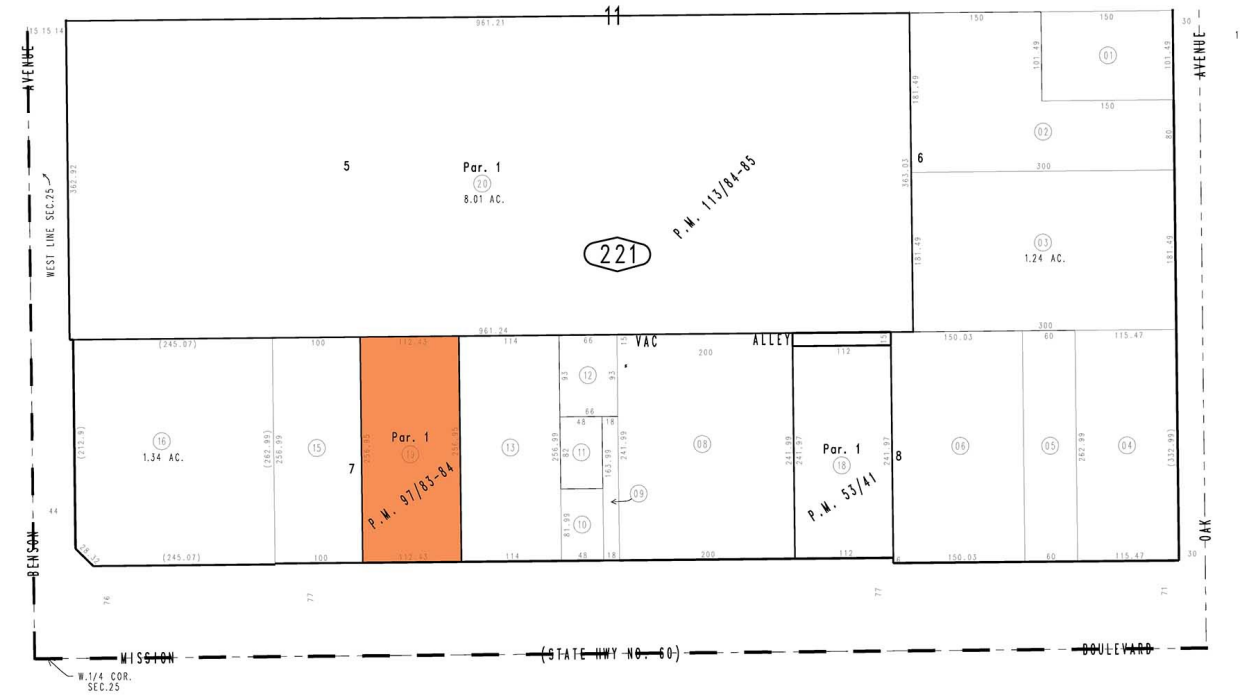
EXHIBIT "A"

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

PARCEL 1 OF PARCEL MAP NO. 9162, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 97, PAGES 83 AND 84, RECORDS OF SAID COUNTY.

Assessor's Parcel Number: **1011-221-19**

PLAT MAP


11
5
Par. 1
20
8.01 AC.
P.M. 113/84-85
221
6
01
02
03
1.24 AC.
VAC
ALLEY
Par. 1
12
P.M. 97/83-84
7
16
1.34 AC.
15
13
08
09
10
11
Par. 1
18
P.M. 53/41
8
06
05
04
WEST LINE SEC.25
BENSON AVENUE
OAK AVENUE
MISSION (STATE HWY NO. 60) BOULEVARD
W.1/4 COR. SEC.25
N

CITY OF ONTARIO *Agenda Report* **August 15, 2023**	**SECTION:** **PUBLIC HEARINGS**
Department: Economic Development Prepared By: Charity Hernandez Staff Member Presenting: Jennifer McLain Hiramoto, Economic Development Director Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 32

SUBJECT: **A PUBLIC HEARING TO CONSIDER ADOPTING A RESOLUTION OF NECESSITY FOR THE ACQUISITION BY EMINENT DOMAIN OF A FEE SIMPLE INTEREST IN CERTAIN REAL PROPERTY LOCATED AT 325 NORTH MOUNTAIN AVENUE**

RECOMMENDATION: That the City Council conduct a public hearing and adopt a Resolution of Necessity declaring that the acquisition of a fee simple interest in certain real property located at 325 North Mountain Avenue, more particularly described as Assessor Parcel No. 1010-521-26 (the Property), is necessary for the development of Affordable Housing (the Project).

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the Growth and Evolution of the City's Economy
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

FISCAL IMPACT: Funding for acquisition costs will be appropriated in a future quarterly budget update as needed. The deposit necessary to file the Resolution of Necessity for prejudgment possession of the Property is approximately $675,000.

BACKGROUND & ANALYSIS: The Property consists of one parcel located on the southwest corner of Mountain Avenue and "D" Street in Ontario, California, as shown on Exhibit 1, for the construction of affordable housing for the City of Ontario's Mountain Avenue Housing Project. The City seeks to acquire a full fee interest in the parcel referenced above.

The City obtained an appraisal of the Property from Bradford D. Thompson, MAI, AI-GRS, SR/WA, and Scott J. Thompson, MAI, AI-SRS, SR/WA of Thomson & Thompson Real Estate Valuation and Consulting Inc., and made an offer of just compensation to the property owners for the acquisition pursuant to California Government Code section 7267.2. Following standard public records and due diligence searches for ownership information, a notice of this public hearing was mailed to the property owners. City staff has attempted to negotiate a voluntary acquisition and will continue to do so.

The power of eminent domain is used by the City only as a last resort to obtain interests necessary

for projects after 1) negotiations have stalled; or 2) the owner has requested that the City proceed directly to eminent domain for tax or other advantages; or 3) the eminent domain process is necessary to clear title to the property. In this case, an offer of just compensation was made to the owner for the full Fair Market Value, as determined by an independent appraisal. City Staff attempted to acquire the property voluntarily and in good faith, and will continue to do so throughout the process.

DESCRIPTION OF PROPERTY TO BE ACQUIRED: The Property affected by the proposed acquisition is located within the City of Ontario, 325 North Mountain Avenue, Ontario, California 91762.

HEARINGS AND REQUIRED FINDINGS: The recommended actions of the City Council pertain to the acquisition property owned by Dan and Sara Clark Family Trust and Gillingwators Family Trust.

California eminent domain law provides that a public entity may not commence an eminent domain proceeding until its governing body has adopted a Resolution of Necessity, which resolution may only be adopted after the governing body has given each party with an interest in the affected property or their representatives a reasonable opportunity to appear and be heard on the following matters:

1. The public interest and necessity require the proposed project.
2. The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
3. The real property to be acquired is necessary for the project.
4. The offer of just compensation has been made to the property owner.

The notice of hearing was mailed on July 28, 2023, by first class mail to the property owner in accordance with Section 1245.235 of the California Code of Civil Procedure.
The above four required findings are addressed as follows:

The Public Interest and Necessity Require the Proposed Project

Over the last several years the City has partnered with highly regarded housing developers to fulfill the City's commitment to increase the availability of affordable housing. In 2020, Emporia Place, a 74-unit smoke-free affordable planned community located on the southeast corner of Holt Boulevard and Vine Avenue was completed. Amenities include a community room, splash pad, laundry facilities, a computer lab, and on-site management. These for rent apartments are highly desired by Ontario residents for households earning 60 percent below the area median income for San Bernardino County.

In 2021, the 101-unit Vista Verde affordable housing project located on the northeast corner of Holt Boulevard and Virginia Avenue opened to the public. This high-quality development houses families who earn between 30 and 60 percent of the area median income in Ontario. This development is an integral part of the City’s plan to demonstrate a sustainable community. Vista Verde is one of the first all-electric, zero net energy communities, designed and constructed using cost-efficient technologies and innovative approaches to prepare for a world of bike-and pedestrian-friendly communities that encourage healthier lifestyles and reduce pollution. This sustainable development has a low carbon footprint, improving the quality of life for the community as a whole.

Currently underway, Vista Verde II is slated for the northeast corner of Holt Boulevard and Allyn Avenue and will be a continuance of the City's commitment in supporting the development of affordable housing in the City of Ontario.

The Mountain Avenue Housing Project follows these great developments as the next planned community to offer affordable housing to Ontario residents. This Project is an integral part of the City's plan to demonstrate a sustainable community. The Mountain Avenue Housing Project will be located on approximately 22,500 square feet of land, on the southwest corner of North Mountain Avenue and "D" Street in the City of Ontario with a physical address of 325 North Mountain Avenue, Ontario, California 91762. This Project is a key component of Ontario's goal to provide affordable housing to its current and future residents.

The Project is Planned or Located in a Manner That Will be Most Compatible With the Greatest Public Good and the Least Private Injury

The proposed Project will support the City Council's goals and objectives and implement land use and development goals as stated in the Policy Plan component of the General Plan. The proposed Project is intended to minimize impacts on performing private assets along Mountain Avenue while allowing for joint development opportunities with investment partners. The Property to be acquired is best suited for the Project and will cause the least private injury. To move this Project elsewhere would require significant land use policy changes, cause a greater impact to local property owners, and would effectively be cost prohibitive.

The Real Property to be Acquired is Necessary for the Proposed Project

The Property affected by the proposed acquisition is located within the City of Ontario, at 325 North Mountain Avenue, Ontario, CA 91762, Assessors Parcel No. 1010-521-26 (owned by Dan and Sara Clark Family Trust and Gillingwators Family Trust). The acquisition is necessary to allow for the construction of affordable housing for the City of Ontario's Mountain Avenue Housing Project, in Ontario, California.

The Offer of Just Compensation Has Been Made

Appraisals were prepared by Bradford D. Thompson, MAI, AI-GRS, SR/WA, and Scott J. Thompson, MAI, AI-SRS, SR/WA of Thomson & Thompson Real Estate Valuation and Consulting Inc., to establish the Fair Market Value of the fee interest of each Property the City is seeking to acquire. An offer of just compensation was made to the record owners to purchase the fee interest in the Property to be acquired, as established by the approved appraisal and as required by Section 7267.2 of the California Government Code. Although negotiated settlements may still be possible for the fee interests cited above, it would be appropriate to commence the procedures to acquire the necessary interest through eminent domain.

ENVIRONMENTAL ANALYSIS: Pursuant to the State of California Environmental Quality Act Guidelines Section 15183 there has been compliance by the City with the requirements of the California Environmental Quality Act.

EXHIBIT “1”

325 NORTH MOUNTAIN AVENUE



RESOLUTION NO. _____

A RESOLUTION OF NECESSITY OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, FOR THE ACQUISITION BY EMINENT DOMAIN A FEE SIMPLE INTEREST IN CERTAIN REAL PROPERTY LOCATED AT 325 NORTH MOUNTAIN AVENUE, IN ONTARIO, SAN BERNARDINO COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS ASSESSOR PARCEL NO. 1010-521-26, FOR AFFORDABLE HOUSING.

WHEREAS, the City of Ontario (the "City") proposes to acquire, by eminent domain, a fee simple interest of real property located at 325 North Mountain Avenue, Ontario, CA 91762, more particularly described as Assessor Parcel Number 1010-521-26, for the construction of affordable housing for the City of Ontario's Mountain Avenue Housing Project in the City of Ontario, San Bernardino County, California, pursuant to the authority granted to it by Section 37350.5 of the California Government Code; and

WHEREAS, pursuant to Section 1245.235 of the California Code of Civil Procedure, the City scheduled a public hearing for Tuesday, August 15, 2023, at 6:30 p.m. at the Ontario City Hall, Council Chambers, 303 East "B" Street, Ontario, California, and gave to each person whose property is to be acquired and whose name and address appeared on the last equalized county assessment roll, notice and a reasonable opportunity to appear at said hearing and be heard on the matters referred to in Section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, said hearing has been held by the City and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard on said matters; and

WHEREAS, the City may now adopt a Resolution of Necessity pursuant to Section 1240.040 of the California Code of Civil Procedure.

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

SECTION 1. Compliance with California Code of Civil Procedure and California Environmental Quality Act. There has been compliance by the City with the requirements of Section 1245.235 of the California Code of Civil Procedure and the California Environmental Quality Act.

SECTION 2. Public Use. The public use for which the real property interest is to be acquired is for the construction of affordable housing for the City of Ontario's Mountain Avenue Housing Project in the City of Ontario, San Bernardino County, California. Section 37350.5 of the California Government Code authorizes the City to acquire by eminent domain real property necessary for such purposes.

SECTION 3. Description of Property. Attached and marked as Exhibit A are the legal definition, description and depiction of the real property to be acquired by the City, which describes the general location and extent of the property to be acquired with sufficient detail for reasonable identification.

SECTION 4. Findings. The City hereby finds and determines each of the following:

(a) The public interest and necessity require the proposed project;
(b) The proposed project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;
(c) The fee interest described in Exhibit A is necessary for the proposed project;
(d) The offer required by Section 7267.2 of the California Government Code was made.

SECTION 5. Further Activities. Counsel for the City is hereby authorized to file legal proceedings necessary to acquire the hereinabove described real property in the name of and on behalf of the City by eminent domain, and counsel is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Legal counsel is further authorized to take such steps as may be authorized and required by law, and to make such security deposits as may be required by order of court, to permit the City to take possession of and use said real property at the earliest possible time. Counsel is further authorized to correct any errors or to make or agree to non-material changes in the legal description of the real property that are deemed necessary for the conduct of the condemnation action or other proceedings or transaction required to acquire the subject real property.

SECTION 6. Effective Date. 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 15th day of August 2023.

_____
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. 2023- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held August 15, 2023 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. 2023- duly passed and adopted by the Ontario City Council at their regular meeting held August 15, 2023.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 995 AS SHOWN ON THE MAP OF ONTARIO, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF MOUNTAIN AVENUE WITH THE CENTERLINE OF "D" STREET (66 FEET WIDE) AS SAID CENTERLINE; ARE SHOWN ON MAP OF TRACT NO. 3798 RECORDED IN BOOK 50, PAGE 12 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY; THENCE SOUTH 0° 2' 30" EAST ALONG SAID CENTERLINE OF MOUNTAIN AVENUE A DISTANCE OF 33.00 FEET; THENCE WEST PARALLEL WITH THE CENTERLINE OF "D" STREET A DISTANCE OF 50.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 0° 02' 30" EAST PARALLEL WITH THE CENTERLINE OF MOUNTAIN AVENUE, A DISTANCE OF 150.00 FEET; THENCE WEST PARALLEL WITH THE CENTERLINE OF "D" STREET, A DISTANCE OF 150.00 FEET; THENCE NORTH 0° 02' 30" WEST PARALLEL TO THE CENTERLINE OF MOUNTAIN AVENUE A DISTANCE OF 150.00 FEET TO THE SOUTHERLY LINE OF "D" STREET (66 FEET WIDE); THENCE EAST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING.

APN: 1010-521-26-0-000

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

Order: 3008996I Page 1 of 1 Requested By: ma.perry, Printed: 7/26/2022 8:52 AM

Doc: SB:A 1010-52

CITY OF ONTARIO *Agenda Report* **August 15, 2023**	**SECTION:** **PUBLIC HEARINGS**
Department: City Manager's Office Prepared By: Vanny Khu Staff Member Presenting: Darlene M. Sanchez, Assistant City Manager Reviewed By: Jordan T Villwock Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 33

SUBJECT: A RESOLUTION TO ESTABLISH A FEE FOR CITY-OWNED ELECTRIC VEHICLE CHARGING STATIONS

RECOMMENDATION: That the City Council adopt a Resolution to establish an electric vehicle charging rate for City-owned electric vehicle charging stations of $0.39/kWh per hour. Further, that the City Council adopt by that same Resolution a $1 per minute fine, after a 30 minute grace period, for vehicles parked in electric vehicle charging stations when not actively charging.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the Growth and Evolution of the City's Economy
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)
Operate in a Businesslike Manner

FISCAL IMPACT: Funding for the annual maintenance costs is included in the Facility Maintenance Budget within the Fiscal Year 2023-24 General Fund Budget. At a rate of $0.39 per kWh, Staff anticipates sufficient revenue of approximately $240,000 annually to recover, but not exceed, the annual cost of providing electric vehicle charging stations.

BACKGROUND & ANALYSIS: On July 12, 2012, the City Council approved the City's Municipal Climate Action Plan, and the Community Climate Action Plan was approved on December 16, 2014. These plans identify measures to support the development of alternative energy infrastructure to reduce greenhouse gas (GHG) emissions. The installation and operation of electric vehicle charging stations will continue to build upon the City's efforts to reduce GHG emissions, improve local air quality, and invest in the City's infrastructure.

Currently, the City has twelve vehicle charging stations manufactured by ChargePoint Inc. with 24 charging spaces and forty-seven vehicle charging stations manufactured by EV Connect, Inc with 94 charging spaces, for a grand total of 118 City-owned charging spaces. Public charging is available at the Convention Center, Toyota Arena, De Anza Park, Whispering Lakes Golf Course, Ovitt Library, City Hall, Police Department, and several community centers and parks.

The City desires to hold a public hearing to consider the adoption of a fee for the use of the charging stations. Several fixed and variable costs, including estimated usage, electricity charges, maintenance, and fee collection services costs were considered when setting the suggested fee.

Staff suggests providing the electric vehicle charging infrastructure to the public at a rate that is revenue neutral, while promoting continued turnover at each charging station to encourage users to timely remove their vehicles and prevent the spaces from being without active charging vehicles. Staff recommends establishing a charging rate of $0.39 per kWh and a $1 per minute fine, after a 30 minute grace period, for vehicles that remain parked or "idle" at the charging space after charging is complete.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AMENDING RESOLUTION 2023-043 A CITYWIDE FEE SCHEDULE, TO ADD A FEE FOR CITY-OWNED ELECTRIC VEHICLE CHARGING STATIONS.

WHEREAS, on July 12, 2012, the City of Ontario approved the City's Municipal Climate Action Plan; and

WHEREAS, on December 16, 2014, the City of Ontario approved the City's Community Climate Action Plan; and

WHEREAS, these plans identify measures to support the development of alternative energy infrastructure to reduce greenhouse gas (GHG) emissions; and

WHEREAS, the installation and operation to electric vehicle charging stations will continue to build upon the City's e□orts to reduce GHG emissions, improve local air quality, and invest in the City's infrastructure; and

WHEREAS, the City has twelve vehicle charging stations manufactured by ChargePoint, Inc., with 24 charging spaces, and forty-seven vehicle charging stations manufactured by EV Connect, Inc., with 94 charging spaces, for a total of 118 City-owned charging spaces citywide; and

WHEREAS, these City-owned charging spaces provide public charging at the Convention Center, Toyota Arena, De Anza Park, Whispering Lakes Golf Course, Ovitt Library, City Hall, Police Department, and several community centers and parks; and

WHEREAS, the City desires to set a rate, per kilowatt-hour (kWh), for the use of these City-owned charging spaces; and

WHEREAS, the City further desires to promote the efficient use of these highly limited charging spaces by discouraging users from leaving their vehicles in those charging spaces for longer than is necessary to charge their vehicles, and to that end desires to set a per minute fee for leaving a vehicle in a charging spaces while not actively charging said vehicle; and

WHEREAS, on August 15, 2023, the City Council held a noticed public hearing to consider and elicit public feedback on the adoption of such rates and fees;

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

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

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

SECTION 2. The City Council hereby adds a new fee for Electric Vehicle Charging (the "Charging Fee") at a rate of $0.39 per kWh at each of the City-owned electric vehicle charging spaces identified in Exhibit "A," attached hereto and incorporated herein by this reference ("Electric Vehicle Charging Space(s)"), and all future City-owned electric vehicle charging spaces.

SECTION 3. The City Council hereby adds a new fee for leaving any vehicle standing, whether parked or "idling" and whether occupied or not, in the Electric Vehicle Charging Spaces while not actively charging (the "Idle Fine"). The owner/operator of a vehicle is subject to the Idle Fine if the vehicle is parked in one of the Electric Vehicle Charging Spaces and is either (1) not incurring a Charging Fee, or (2) allowing the vehicle to remain in one of the Electric Vehicle Charging Spaces for more than 30 minutes upon the termination of the Charging Fee.

SECTION 4. The Idle Fine shall be set at $1.00 per minute.

SECTION 5. Both the Charging Fee and the Idle Fine shall be added under Development Services of the Master Fee Schedule.

SECTION 6. In order to provide adequate notice to the public of these new fees, both the Charging Fee and the Idle Fine shall be effective thirty days after the approval of this Resolution.

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

PASSED, APPROVED, AND ADOPTED this 15th day of August 2023.

_____
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. 2023- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held August 15, 2023 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. 2023- duly passed and adopted by the Ontario City Council at their regular meeting held August 15, 2023.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT A

EV Charging Loca?ons

ChargePoint

LOCATION	# of STATIONS	# of PORTS
City Hall	2	4
Ontario Municipal U?li?es Center (OMUC)	2	4
Fire Sta?on No. 9	2	4
Armstrong Community Center	2	4
Dorothy Quezada Community Center	2	4
Westwind Park	2	4
TOTAL	**12**	**24**

EV Connect

LOCATION	# of STATIONS	# of PORTS
City Hall	5	10
De Anza Park	6	12
Ontario Conven?on Center	5	10
Ontario Police Department	5	10
Ovi? Community Library	6	12
Toyota Arena	12	24
Whispering Lakes Golf Course	8	16
TOTAL	**47**	**94**

Total of City-Owned Charging Sta?ons: 59

Total of City-Owned Charging Spaces/Ports: 118

CITY OF ONTARIO *Agenda Report* **August 15, 2023**	**SECTION:** **PUBLIC HEARINGS**
Department: Engineering Prepared By: Jeffrey Tang Staff Member Presenting: Scott Murphy, Executive Director Community Development Reviewed By: Raymond Lee, Khoi Do Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 34

SUBJECT: **A PUBLIC HEARING TO CONSIDER ADOPTION OF A RESOLUTION TO VACATE TWO EASEMENTS FOR STORM DRAIN AND PUBLIC UTILITY PURPOSES**

RECOMMENDATION: That the City Council conduct a public hearing to consider adoption of a Resolution to vacate two easements for storm drain and public utility purposes located at the northeast corner of Mill Creek Avenue and Chino Avenue and on Mill Creek Avenue approximately 330 feet south of Chino Avenue.

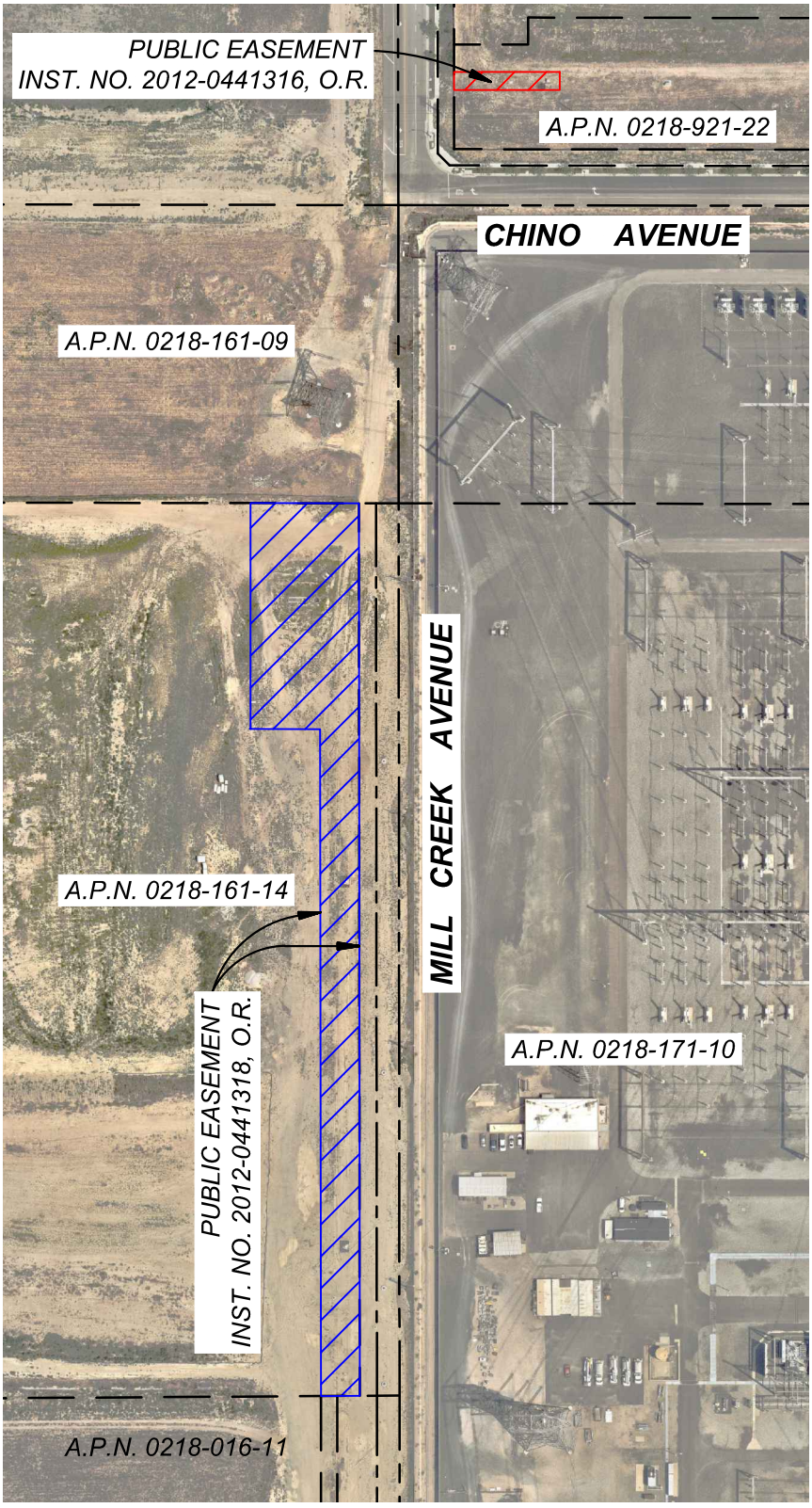
THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the Growth and Evolution of the City's Economy
Focus Resources in Ontario's Commercial and Residential Neighborhoods
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

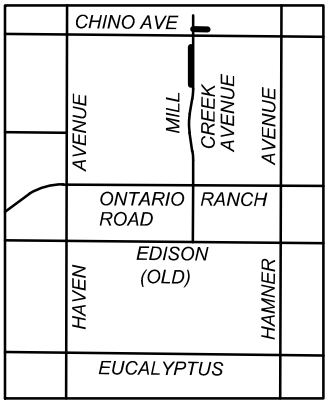
FISCAL IMPACT: There is not a direct fiscal impact associated with this action. The City did not pay to acquire the subject easements. The Developer has paid the applicable processing fees to defray the City's cost to process this request.

BACKGROUND & ANALYSIS: The Developer, BrookCal Ontario, LLC, has requested that the City vacate two existing easements for storm drain and public utility purposes, as shown on Exhibit A, to facilitate the development of the area. The northerly easement is currently used for a storm drain pump but will not be needed in the future with installation of the public storm drain system. The southerly easement is presently not needed for storm drain or public utility purposes. With the elimination of the storm drain pump, the easements are determined to be excess. Since these easements have been in use for more than five consecutive years immediately preceding the proposed vacation, California Streets and Highways Code requires the City Council to hold a public hearing prior to taking action on the proposed vacation.

On July 18, 2023, the City Council, at its regular meeting, adopted Resolution No. 2023-113 declaring the City's intent to vacate the subject easements as shown on the attached exhibit and setting the date and time for this public hearing. Appropriate notice of intention to vacate, as required by law,

has been posted. Additionally, an announcement of this public hearing was published in the Inland Valley Daily Bulletin prior to this meeting and the full text of the said adopted Resolution has been made available in the Records Management Department.





VICINITY MAP

NOT TO SCALE

CITY OF ONTARIO PUBLIC EASEMENT FOR STORM DRAIN PURPOSES DESCRIBED IN A DOCUMENT RECORDED OCTOBER 24, 2012, AS INST. NO. 2012-0441316, O.R., TO BE VACATED

CITY OF ONTARIO PUBLIC EASEMENT FOR STORM DRAIN PURPOSES DESCRIBED IN A DOCUMENT RECORDED OCTOBER 24, 2012, AS INST. NO. 2012-0441318, O.R., TO BE VACATED

SCALE IN FEET

0 100 200 400

SCALE: 1" = 200'

HUITT ZOLLARS
2603 Main Street, Suite 400
Irvine, California 92614
949.988.5815
www.huitt-zollars.com

EXHIBIT A

PUBLIC EASEMENT VACATION

SCALE:	1"=200'
DRAWN BY:	DM
REVIEWED BY:	AL
JOB NUMBER:	R310721.02
SHEET	1 OF 1

Q:\R310721.02 \CADD\MAPPING\DWG\EX\31072102JEX21.DWG

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ORDERING THE VACATION OF TWO EASEMENTS FOR STORM DRAIN AND PUBLIC UTILITY PURPOSES.

WHEREAS, the City Council of the City of Ontario, California, did on the 18th day of July 2023 adopt a Resolution of Intent, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, PERTAINING TO THE VACATION OF TWO EASEMENTS FOR STORM DRAIN AND PUBLIC UTILITY PURPOSES LOCATED AT THE NORTHEAST CORNER OF MILL CREEK AVENUE AND CHINO AVENUE AND ON MILL CREEK AVENUE APPROXIMATELY 330 FEET SOUTH OF CHINO AVENUE AND TO SET THE DATE, TIME AND PLACE FOR A PUBLIC HEARING; and

WHEREAS, notice of the date, time and place of hearing any and all persons interested in, or objecting to, the proposed vacation has been published and posted in the manner prescribed by law; and

WHEREAS, a hearing on the proposed vacation was duly and regularly held by said City Council at the time and place specified in said Resolution of Intention, and the said Council has determined that said easements, as described in said Resolution of Intention, is no longer necessary for present or prospective storm drain or public utility purposes.

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

SECTION 1. That pursuant to the provisions of Division 9, Part 3, Chapter 3, Section 8320-8325 of the Streets and Highways Code of the State of California, the following described storm drain and public utility easements are vacated and abandoned: (see Exhibit A).

SECTION 2. That title to the above described easements shall revert to the owner of the underlying fee title thereof, free from use as a storm drain and public utility easement.

SECTION 3. That the City Clerk of the City of Ontario, California, shall cause a copy of this Resolution to be recorded in the office of the County Recorder of San Bernardino County, California.

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

PASSED, APPROVED, AND ADOPTED this 15th day of August 2023.

_____
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. 2023- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held August 15, 2023 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. 2023- duly passed and adopted by the Ontario City Council at their regular meeting held August 15, 2023.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"
EASEMENT VACATION V-311

APN 0218-161-14

All of the easement described in that certain Public Easement Dedication, in the City of Ontario, County of San Bernardino, State of California, recorded October 24, 2012, as Instrument No. 2012-0441318, of Official Records, in the office of the County Recorder of said County, lying within Parcel 2 of Parcel Map No. 16568, in said City of Ontario, as shown on the map filed in Book 204, Pages 24 and 25, of Parcel Maps, in the office of the County Recorder of said County, also being a portion of the Northeast Quarter of the Northwest Quarter of Section 12, Township 2 South, Range 7 West, San Bernardino Base and Meridian, according to the official plat thereof.

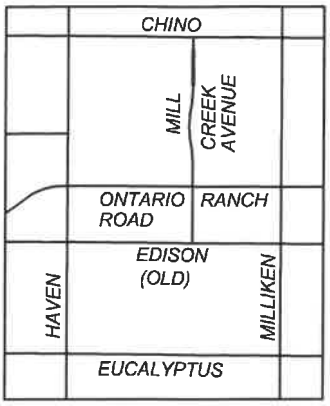
Subject to covenants, conditions, reservations, restrictions, rights-of-way and easements, if any, of record.

All as shown on Exhibit "B" attached hereto and by this reference made a part hereof.

David W. Mackey 7-28-2023
DAVID W. MACKEY, PLS 8912



EXHIBIT 'B'
PUBLIC EASEMENT
VACATION V-311



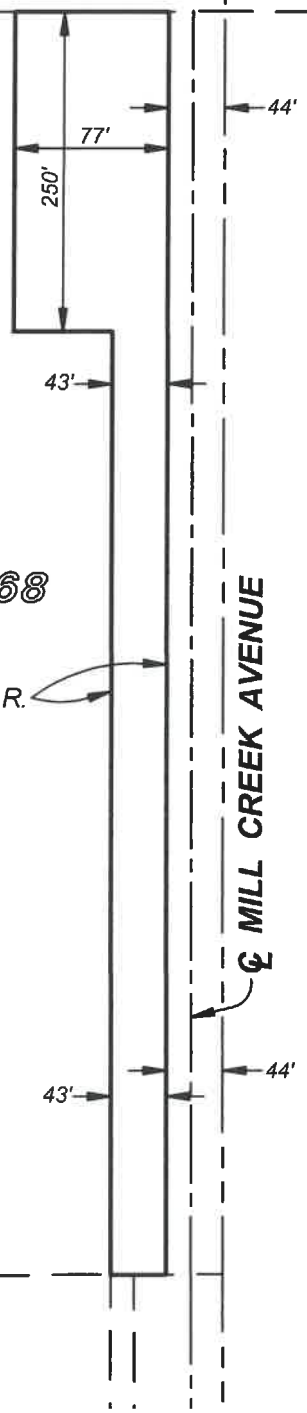
VICINITY MAP
NOT TO SCALE

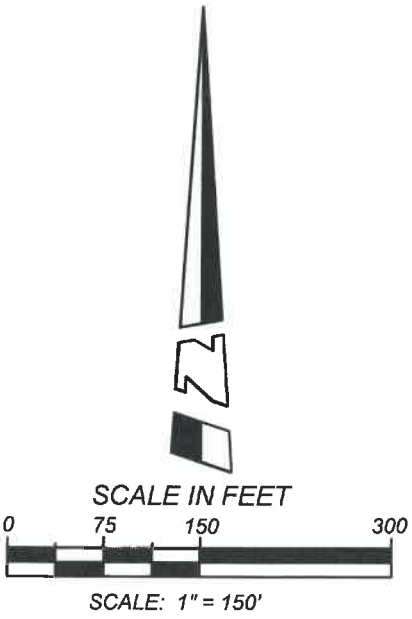
PARCEL MAP NO. 16568

PUBLIC EASEMENT
INST. NO. 2012-0441318, O.R.

PARCEL 2

P.M.B. 204 / 24 - 25







HUITT ZOLLARS
2603 Main Street, Suite 400
Irvine, California 92614
949.988.5815
www.huitt-zollars.com

SKETCH TO ACCOMPANY
A LEGAL DESCRIPTION

A.P.N. 0218-161-14

APPROVED BY: David W. Mackey
DATE: 7-28-2023

SCALE:	1" = 150'
DRAWN BY:	DWM
REVIEWED BY:	DWM
SHEET	1 OF 1

Q:\R310721.02 \CADD\MAPPING\DWG\EX\31072102JEX18.DWG

EXHIBIT "A"
EASEMENT VACATION V-312

APN 0218-921-22

All of the easement described in that certain Public Easement Dedication, in the City of Ontario, County of San Bernardino, State of California, recorded October 24, 2012, as Instrument No. 2012-0441316, of Official Records, in the office of the County Recorder of said County, lying within lot 22 of Tract Map No. 17392, in said City of Ontario, as shown on the map filed in Book 325, Pages 7 through 12, inclusive of Maps, in the office of the County Recorder of said County.

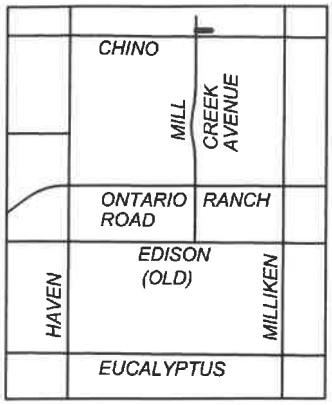
Subject to covenants, conditions, reservations, restrictions, rights-of-way and easements, if any, of record.

All as shown on Exhibit "B" attached hereto and by this reference made a part hereof.

David W. Mackey 7-28-2023
DAVID W. MACKEY, PLS 8912



EXHIBIT 'B'
PUBLIC EASEMENT VACATION V-312



VICINITY MAP
NOT TO SCALE

TR. NO. 17392

LOT 19

℄ MILL CREEK AVENUE

20'

117'

LOT 22

85.5'

PUBLIC EASEMENT
INST. NO. 2012-0441316, O.R.

M.B. 325/7-12

LOT D

SCALE IN FEET
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SCALE: 1" = 50'

℄ CHINO AVENUE

PROFESSIONAL LAND SURVEYOR
DAVID W. MACKEY
NO. 8912
STATE OF CALIFORNIA

HUITT ZOLLARS
2603 Main Street, Suite 400
Irvine, California 92614
949.988.5815
www.huitt-zollars.com

APPROVED BY
David W. Mackey 7-28-2023

SKETCH TO ACCOMPANY
A LEGAL DESCRIPTION

A.P.N. 0218-921-22

SCALE:	1" = 50'
DRAWN BY:	RAD
REVIEWED BY:	DWM
JOB NUMBER:	R310721.02
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CITY OF ONTARIO *Agenda Report* **August 15, 2023**	**SECTION:** **ADMINISTRATIVE REPORTS/DISCUSSION/ACTION**
Department: Public Works Prepared By: Daniel P Beers Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Bonnie Tam, Andrea Ampig Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 35

SUBJECT: AWARD A CONSTRUCTION CONTRACT FOR THE CONSTRUCTION OF FIRE STATION NO. 1

RECOMMENDATION: That the City Council take the following actions:

A. Hold a public hearing on the responsibility of the lowest bidder, Horizons Construction Company International, Inc. (Horizons), in light of Horizon's bid for D&C21-001 Fire Station No. 1;
B. Determine whether Horizons is a responsible bidder for this project;
C. Authorize the City Manager to complete and execute Construction Contract D&C21-001 Fire Station No. 1 with the lowest responsible bidder for the construction of Fire Station No. 1;
D. Authorize a 15% contingency to address any unforeseen issues that may arise during the construction; and
E. Authorize the City Manager or his designee to execute all the documents required for the completion of the project including, but not limited to, contracts, agreements, assessments, easements, reduction of retention accounts, and filing a notice of completion at the conclusion of all construction related activities.

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

FISCAL IMPACT: The proposed amount for the construction of Fire Station No. 1 and contingency is a total amount not-to-exceed $24,347,910. The Fiscal Year 2023-24 Adopted Budget includes appropriations in the Capital Projects Fund for these services.

BACKGROUND & ANALYSIS: The Fiscal Year 2023-24 Adopted Budget includes appropriations for the Civic Center Expansion Project. The Civic Center Expansion Project includes a new Fire Station No. 1, Fire Administration Building, new City Hall Annex and Parking Structure.

On June 29, 2023, the City solicited proposals for the construction of the New Fire Station No. 1.

Three bids were received. Horizons Construction Company International, Inc. (Horizons) was the apparent low bidder at $20,820,000. However, upon checking the references provided by Horizons, Staff observed discrepancies in the bid that raised questions as to Horizons' responsibility. Namely:

1. References for Horizons' prior work alleged poor work quality on Horizons' part;
2. References for Horizons' prior work alleged that work was several months late upon delivery; and
3. Horizons' listed price for an earlier reference project (Question 2, City Bid Form 03 – Minimum Bidder Qualifications Questionnaire) was given as $8,490,212 for the construction of Costa Mesa Fire Station No. 1. However, subsequent investigation revealed inconsistencies in this amount. The November 26, 2019, Costa Mesa Agenda Report gives the original value of the construction contract as $7,767,000, with a "final" contract cost of only $7,549,682.71. Subsequent correspondence from Horizons alleged the amount was in fact $7,800,000. These discrepancies raised Staff concerns about Horizons' apparent candor in its initial bid application.

Before a bidder on a public project is determined to be not responsible, that bidder is entitled to due process, which requires notice of the issue and an opportunity to be heard. The City sent a letter to Horizons on July 10, 2023, alerting it to the above matters. Staff subsequently set a public hearing on Horizons' responsibility as an item on today's Council agenda.

R.C. Construction Services, Inc., of Redlands, CA is the next-lowest responsive bidder, with a base bid of $21,172,110.

The three lowest bids are listed below.

Vendor	**Location**	**Amount**
Horizons Construction Company International, Inc.	Orange, CA	$20,820,000
R.C. Construction, Inc.	Redlands, CA	$21,172,110
Royal Construction Corporation	Arcadia, CA	$27,099,000

Upon conclusion of the public hearing, the City Council may make a determination as to whether Horizons has any responsibility defects. After such determination, Staff recommends the City Council award Construction Contract D&C21-001 Fire Station No. 1 to the lowest responsible bidder. Staff anticipates construction of the fire station to be completed by December 2024.

CITY OF ONTARIO *Agenda Report* **August 15, 2023**	**SECTION:** **ADMINISTRATIVE REPORTS/DISCUSSION/ACTION**
Department: Police Department Prepared By: Lizceth Zazueta Department: Prepared By: Lizceth Zazueta Staff Member Presenting: Mike Lorenz, Chief of Police Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 36

SUBJECT: **INTRODUCTION OF AN ORDINANCE ANNUALLY ADOPTING A MILITARY EQUIPMENT USE POLICY PURSUANT TO GOVERNMENT CODE SECTIONS 7070, ET. SEQ.**

RECOMMENDATION: That the City Council introduce and waive further reading of an Ordinance annually adopting the Military Equipment Use Policy and approving the itemized military grade equipment currently in possession of the Ontario Police Department.

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

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

BACKGROUND & ANALYSIS: Assembly Bill No. 481 (AB 481) was approved by Governor Newsom on September 30, 2021 to increase transparency, accountability, and oversight surrounding the use and acquisition of military equipment by state and local enforcement. AB 481 added Chapter 12.8, commencing with Section 7070, to the Government Code. Pursuant to Government Code section 7070 et. seq., the City Council must approve a publicly released, written Military Equipment Use Policy (Policy). The Policy must include the type, quantity, capabilities, purposes, and authorized uses of each type of military equipment owned by the law enforcement agency. Additionally, the Policy must include the acquisition and maintenance costs of the equipment, as well as the training required by any officer allowed to use the military equipment. The Policy must also include mechanisms to enforce the Policy and procedures for members of the public to register complaints or concerns about the use of military equipment.

The City Council must adopt the Policy by ordinance after a public hearing held at a regular meeting pursuant to the Brown Act. Be. The Policy must be posted on the Ontario Police Department website at least thirty (30) days before the public hearing. In compliance with Government Code section 7071(a)(2), the Ontario Police Department made the Policy available on the City's website at

https://www.ontarioca.gov/Police on June 1st, 2023, and is providing the proposed Policy to City Council as an attachment to this staff report, thereby commencing the approval process of the proposed Policy.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADOPTING A MILITARY EQUIPMENT USE POLICY PURSUANT TO GOVERNMENT CODE §§ 7070, ET. SEQ.

THE CITY COUNCIL OF THE CITY OF ONTARIO DOES HEREBY FIND AND RESOLVE AS FOLLOWS:

WHEREAS, on September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481 ("AB 481"), adding Chapter 12.8, "Funding, Acquisition and Use of Military Equipment", to Division 7 of Title 1 of the Government Code (sections 7070 – 7075), relating to the use of military equipment by California law enforcement agencies; and

WHEREAS, AB 481 seeks to provide transparency, oversight, and an opportunity for meaningful public input on decisions regarding whether and how military equipment is funded, acquired, or used; and

WHEREAS, the Ontario Police Department is in possession of certain items of equipment that qualify as "military equipment" under AB 481 and further intends to acquire other items of military equipment; and

WHEREAS, AB 481 requires, inter alia, that a law enforcement agency possessing and using such qualifying equipment must prepare a publicly released, written, military equipment use policy document covering the inventory, description, quantity, purpose, capabilities, use, lifespan, acquisition, maintenance, authorized use, fiscal impacts, procedures, training, oversight, and complaint process, applicable to the Department's use of such equipment; and

WHEREAS, the policy must be approved by the City Council by ordinance, and reviewed annually thereafter; and

WHEREAS, the military equipment inventoried and presented to the City Council is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety; and

WHEREAS, the proposed Military Equipment Use Policy ("Policy") will safeguard the public's health, welfare, safety, civil rights, and civil liberties; and

WHEREAS, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety; and

WHEREAS, prior military equipment use complied with the applicable equipment use policy (which included equipment now defined as military equipment) that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance; and

WHEREAS, the Police Department has submitted the proposed Policy to the City Council and thereafter has made those documents available on the Police Department's website for at least 30 days prior to the public hearing concerning the military equipment at issue; and

WHEREAS, the Policy satisfies the requirements of Government Code Section 7070(d); and

WHEREAS, the City Council of the City of Ontario, having received the information required under AB 481 regarding the Ontario Police Department's use of military equipment as defined in said law, deems it to be in the best interest of the City to and hereby does approve the Military Equipment Policy.

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

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF ONTARIO HERBY ORDAINS AS FOLLOWS:

SECTION 1. Recitals. The City Council finds that all the recitals, facts, findings, and conclusions set forth above in the preamble of this Ordinance are true and correct.

SECTION 2. Approval of Military Equipment Policy.

Military Equipment Policy.

(a) The Military Equipment Policy shall govern the use of military equipment by the Ontario Police Department. (*Exhibit A)*

(b) The Policy shall be made publicly available on the Police Department's website for as long as the military equipment is available for use or as otherwise ordained by the City Council.

(c) The Police Department shall submit an annual military equipment report to the City Council containing the information required by Government Code Section 7072 and the City Council shall thereafter determine whether each type of military equipment identified therein complied with the standards for approval set forth in Government Code Section 7071(d). (Exhibit B)

(d) The City Council shall on an annual basis and at a regular meeting thereof review this ordinance and vote on whether to renew it pursuant to Government Code Section 7071(e)(2).

(e) The definitions set forth in Government Code section 7070 shall apply to this ordinance. Any provision of state law referred to herein shall mean and include any amended or successor provision thereof.

SECTION 3. Compliance with CEQA. Adoption of this Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 (b)(3) (General Rule) of the CEQA Guidelines because it is not a "project" and because it can be seen with certainty that there is no possibility that the passage of this Ordinance will have a significant effect on the environment.

SECTION 4. Inconsistencies. Any provision of the Ontario Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to affect the provisions of this Ordinance.

SECTION 5. Uncodified Ordinance. This Ordinance shall not be codified in the Ontario Municipal Code unless and until the City Council so ordains.

SECTION 6. Severability. If any chapter, article, section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Ordinance, or the application thereof to any person, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Ordinance or its application to other persons. The City Council hereby declares that it would have adopted this Ordinance and each chapter, article, section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, phrases, or portions of the application thereof to any person, be declared invalid or unconstitutional. No portion of this Ordinance shall supersede any local, state, or federal law, regulation, or codes dealing with life safety factors.

SECTION 7. Effective Date. This Ordinance shall become effective thirty (30) days following from its adoption.

SECTION 8. The Mayor shall sign this Ordinance and the City Clerk shall certify as to the adoption and shall cause a summary thereof to be published at least once, in a newspaper of general circulation in the City of Ontario, California within fifteen (15) days of the adoption. The City Clerk shall post a certified copy of this ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this _____ day of _____ 2023.

_____
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 July 18, 2023 and adopted at the regular meeting held _____, 2023 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)

Military Equipment

708.1 PURPOSE AND SCOPE

The purpose of this policy ("Policy") is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment pursuant to Assembly Bill 481 ("AB 481") (California Government Code section 7070, et seq.).

708.1.1 DEFINITIONS

Definitions related to this Policy include those provided in Government Code section 7070, and as follows:

Governing body – The City of Ontario City Council ("City Council").

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected ("MRAP") vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles ("HMMWV)", two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of.50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than.50 caliber, including firearms and accessories identified as assault weapons in Penal Code section 30510 and Penal Code section 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices ("LRADs").
- Kinetic energy weapons and munitions.
- Any other equipment as determined by the City Council to require additional oversight.

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708.2 POLICY

It is the Policy of the City of Ontario Police Department ("Department") that members of this Department comply with the provisions of Government Code section 7070 et seq. with respect to the funding, acquisition, and use of military equipment.

708.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police will designate a member of this Department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

(a) Acting as liaison to the City Council for matters related to the requirements of this Policy.

(b) Identifying Department equipment that qualifies as military equipment in the current possession of the Department, or equipment the Department intends to acquire, that requires approval by the City Council.

(c) Conducting an inventory of all military equipment annually.

(d) Collaborating with any allied agency that may use military equipment within the jurisdiction of the Department.

(e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:

1. Publicizing the details of the meeting; and
2. Preparing for public questions regarding the Department's funding, acquisition, and use of equipment.

(f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the Ontario Police Department website (Government Code § 7072).

(g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

708.4 MILITARY EQUIPMENT INVENTORY

The list of qualifying military equipment for the Department is attached to this Policy.

708.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the City Council by way of an ordinance adopting the Policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed Policy is submitted to the City Council and is available on the Department website at least thirty (30) days prior to any public hearing concerning the military equipment at issue. The Policy must be approved by the governing body prior to engaging in any of the following:

a) Requesting military equipment made available pursuant to 10 USC § 2576(a).

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b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this Department.

e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the City Council.

f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.

g) Acquiring military equipment through any means not provided above.

708.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment used by any member of this Department shall be approved for the use and in accordance with this Department Policy. Military equipment used by other jurisdictions that are providing mutual aid to the City of Ontario, or otherwise engaged in law enforcement operations in this City, shall comply with their respective military equipment use policies in rendering mutual aid or carrying out a law enforcement function related to a criminal matter under their investigation.

Situations may arise where the Department may deploy or use military equipment, as defined, owned by other law enforcement agencies. The Department hereby adopts the Military Equipmentpolicy, which may be amended from time to time, under Government Code section 7070 et seq., for jurisdictions that the Department may engage with to provide mutual aid. This section is in no way a limitation to the ability of the Department to deploy or use the military equipment of another jurisdiction.

708.7 COMPLIANCE

Department members are bound to adhere to this Policy, in addition to state and local laws and ordinances when employing the use of military equipment at any time. Violations of the law or this Policy may result in criminal or administrative investigations, or action.

708.8 COMPLAINT PROCESS

Members of the public may register complaints or concerns or submit questions about the use of each specific type of military equipment in this Policy by any of the following means:

1. Via email to: MilitaryEquipmentCoordinator@ontariopolice.org

2. Via phone call to: (909) 395-2001

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3. Via mail sent to: Ontario Police Department

Attn: Military Equipment Use Coordinator

2500 S. Archibald Avenue

Ontario, CA 91761

The Department is committed to responding to complaints, concerns and/or questions received through any of the above methods in a timely manner.

708.9 ANNUAL REPORT

Upon approval of this Policy, the Chief of Police or the authorized designee will submit a military equipment report to the City Council for each type of military equipment approved within one year of approval of the Policy, and annually thereafter for as long as the military equipment is available for use.

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the Department website for as long as the military equipment is available for use. The report shall include all information required by Government Code section 7072 for the preceding calendar year for each type of military equipment in the Department's inventory.

708.10 COMMUNITY ENGAGEMENT

Within thirty (30) days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

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I. PURPOSE

This Department procedure establishes guidelines for the use, training, approval, and procurement of existing military equipment and future military equipment acquisitions in accordance with California Assembly Bill 481 (AB-481), codified in California Government Code sections 7070-7075. Additionally, this procedure outlines the fiscal impact and specific descriptions of existing military equipment within the Department's inventory.

II. SCOPE

This procedure applies to all members of the Department.

III. DEFINITIONS

Pursuant to AB-481, the following definitions are applicable **only** to the Department's current military equipment inventory and potential future military equipment acquisitions for operational needs. (For a more detailed list refer to Government Code Section 7070, for "military equipment" as defined within the assembly bill.)

A. "Governing body" means the City Council and Mayor.

B. "Military equipment" means the following:

1. Unmanned, remotely piloted, powered aerial or ground vehicles.
2. Armored personnel carriers and/or armored vehicles with breaching apparatus.
3. High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks.
4. Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.
5. Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
6. Weaponized aircraft, vessels, or vehicles of any kind.
7. Battering rams, slugs, and breaching apparatuses that are explosive in nature.
8. Firearms of .50 caliber or greater. However, standard issue shotguns are specifically excluded from this definition.
9. Ammunition of .50 caliber or greater. However, standard issue shotgun ammunition is specifically excluded from this definition.
10. Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to sworn members.
11. Any firearm or firearm accessory that is designed to launch explosive projectiles.
12. 'Flashbang' grenades and explosive breaching tools, 'tear gas' and 'pepperballs' excluding standard, service-issued handheld pepper spray.

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13. Taser Shockwave, microwave weapons, water cannons, and the Long Range Acoustic Device (LRAD).
14. The following projectile launch platforms and their associated munitions: 40mm projectile launchers, and specialty impact munition (SIM) weapons.

C. "Military equipment use policy" refers to this Department Procedure and means a publicly released, written document governing the use of military equipment by the Department that addresses, at a minimum, all of the following:

1. A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment.
2. The purposes and authorized uses for which the Department proposes to use each type of military equipment.
3. The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment.
4. The legal and procedural rules that govern each authorized use.
5. The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any sworn member is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy.
6. The mechanisms to ensure compliance with the military equipment use policy, including which independent persons or entities have oversight authority, and, if applicable, what legally enforceable sanctions are put in place for violations of the policy.
7. The procedures by which members of the public may register complaints or concerns or submit questions about the use of each specific type of military equipment, and how the Department will ensure that each complaint, concern, or question receives a response in a timely manner.

D. "Law enforcement agency" means any of the following:

1. A police department, including the police department of a transit agency, school district, or any campus of the University of California, the California State University, or California Community Colleges.
2. A sheriff's department.
3. A district attorney's office.
4. A county probation department.

IV. MILITARY EQUPIMENT TYPES AND USAGE GUIDELINES

The Police Department recognizes that critical incidents are unpredictable and can be very dynamic in nature. A variety of military equipment options can greatly assist incident commanders, officers, and specific units in bringing those incidents to a swift resolution in a safe manner. The use of military equipment is restricted for use only in

certain instances and in some cases only by certain units. While this procedure is wide-ranging, it is not all inclusive. There may be instances wherein unpredictable critical incidents demand the need for incident commanders to authorize military equipment to be used in a manner not outlined within this procedure. In scrutinizing those particular instances, the judgment of the incident commander influenced by the totality of the circumstances, public safety, officer safety, civil rights, and information available at the time will be used.

It is incumbent upon incident commanders, supervisors, individual officers, and specific units to recognize the particular circumstances wherein military equipment should be employed to enhance the safety of the public and officers, and to bring a critical incident to a safe resolution.

The following are the various types, descriptions, and guidelines for usage of military equipment currently employed by the Police Department.

A. Unmanned remotely piloted, powered aerial or ground vehicles

1. **Small Unmanned Aircraft Systems (sUAS):** An unmanned aircraft of any type that is capable of sustaining directed flight, whether pre-programmed or remotely controlled, and all of the supporting or attached systems designed for gathering information through imaging, recording or by any other means.

   Capability: sUAS can support first responders in any hazardous incident which would benefit from an aerial perspective. These uses could include search and rescue, barricaded suspects or high-risk tactical operations, disaster response, and video and photographic documentation of crime scenes.

   Usage: sUAS are to be used by trained pilots during high-risk operations, tactical operations, disaster response, and video and photographic documentation. These pilots receive regular training and flight hours and when applicable adhere to FAA regulations.

   Training Requirements: Drone operators attended continual yearly training.

   Fiscal Impact: See Appendix A

   Lifespan: Approximately five (5) years.

   The Department currently possesses the following types of sUAS:

   a. **Parrot Anafi Thermal** (Quantity: 2)
      Manufacturer: Parrot
      Description: To balance the resolutions of the thermal image and visible image, and therefore benefit from information not visible in thermal, the displayed image is a fusion of the information from the two cameras.

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Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

b. **LOKI 1** (Quantity: 6)
Manufacturer: Sky-Hero
Description: A handheld drone designed for interior searches. The drone is controlled by a handheld remote control.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

c. **LOKI 1I** (Quantity: 4)
Manufacturer: Sky-Hero
Description: A handheld drone designed for interior searches. The drone is controlled by a handheld remote control.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

d. **Evo II** (Quantity: 1)
Manufacturer: Autel Robotics
Description: A handheld drone designed for exterior searches. The drone is controlled by a handheld remote control. It has the ability to record video for use with evidence collection.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

e. **Mini 2** (Quantity: 2)
Manufacturer: DJI
Description: A handheld drone designed for exterior searches. The drone is controlled by a handheld remote control. It has the ability to record video for use with evidence collection.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

f. **Mavic 3 Enterprise** (Quantity: 8)
Manufacturer: DJI

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Description: A handheld drone designed for exterior searches. The drone is controlled by a handheld remote control. It has the ability to record video for use with evidence collection.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

g. **Matirce 30T** (Quantity: 4)
Manufacturer: DJI
Description: A handheld drone designed for exterior searches. The drone is controlled by a handheld remote control. It has the ability to record video for use with evidence collection.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

2. **Small Unmanned Tracked Robots:** An unmanned tracked robot of any type that is capable of being remotely controlled as well as all of the supporting or attached systems designed for gathering information through imaging, recording or by any other means.

Capability: Small Unmanned Tracked Robots can support first responders in any hazardous incident which would benefit from a ground level perspective. These uses could include barricaded suspects or high-risk tactical operations, disaster response, and use in crawl spaces or confined isolated areas to assist in searches for suspects or evidence.

Usage: Small Unmanned Tracked Robots are to be used exclusively by the SWAT unit during high-risk operations, disaster response, and in crawl spaces or confined isolated areas to assist in searches for suspects or evidence.

Training Requirements: SWAT Officers regularly train on safe robot deployment in a variety of operational settings.

Fiscal Impact: See Appendix A

Lifespan: Dragon Runner – Lifespan varies with operational usage and wear.

The Department currently possesses the following types of Small Unmanned Tracked Robot:

a. **Dragon Runner** (Quantity: 1)
Manufacturer: QinetiQm

Description: Lightweight, expandable, and one-man portable robot that offers protection and support to officers. Designed to provide situational awareness by 'scouting out' while the officers remain at a safe distance.

Designed for rapid tactical missions, the robot is simple to operate and quick to deploy for searching rooms, hallways, stairwells, and confined spaces. With rubber tracks, the Dragon Runner effortlessly climbs stairs. It also includes an extendible rotating claw arm that simplifies opening door handles.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

h. **MKI** (Quantity: 2)
Manufacturer: Sigyn
Description: Small hand-deployable remote-control robot with audio listening capabilities.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

B. Armored Personnel Carriers

1. **BearCat:** An armored rescue vehicle capable of providing high ballistic protection, cover, limited breaching capability, and transport of officers and/or civilians at critical incidents and high-risk tactical operations.

   Capability: BearCats can support first responders in any hazardous, high risk, or critical incident which would benefit from having a vehicle that provides a high level of ballistic protection.

   Usage: These uses could include active shooters, armed barricaded suspects, hostage situations, high-risk tactical operations, disaster response, officer/citizen rescues, and CBRNE (Chemical, Biological, Radiological, Nuclear, and Explosive) attacks and detection.

   Training Requirements: Officers authorized to operate the BearCat are required to successfully complete in house training on its capabilities and must complete a driving assessment during the training period.

   Fiscal Impact: See Appendix A

   Lifespan: Approximately 20 years depending on operational usage and wear.

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The Department currently possesses the following types of BearCats:

a. **BearCat G2** – 2 Door Model (Quantity: 1)
Manufacturer: Lenco
Description: The Lenco BearCat G2 is the standard armored rescue vehicle for special operations units within the US Law Enforcement community. The G2 has excellent on-road driving characteristics and maneuverability in tight urban settings. The large floor plan seats 10–12 fully equipped officers or citizens.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: $505.45
Future Acquisition Plans: Unknown

b. **BearCat G3** – 4 Door Model (Quantity: 1)
Manufacturer: Lenco
Description: The BearCat G3 provides Lenco's proven armor system in a ruggedized off-road platform. The G3 utilizes the same body design, interior features and tactical options as the G2, but it comes standard with a heavier duty upgraded suspension and off-road tires, rims & run flats to provide enhanced off-road performance. The increased ground clearance and robust suspension allows for emergency response in rural regions and natural disaster scenarios where standard armored rescue vehicles would experience challenges.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: $972.56
Future Acquisition Plans: Unknown

c. **BearCat G3 w/ P3E MARS Ramp System** – 3 Door Model (Quantity: 1)
Manufacturer: Lenco
Description: The BearCat G3 provides Lenco's proven armor system in a ruggedized off-road platform. The G3 utilizes the same body design, interior features and tactical options as the G2, but it comes standard with a heavier duty upgraded suspension and off-road tires, rims & run flats to provide enhanced off-road performance. The increased ground clearance and robust suspension allows for emergency response in rural regions and natural disaster scenarios where standard armored rescue vehicles would experience challenges. This armored rescue vehicle is outfitted with the P3E MARS ramp system which allows officers to safely make entry into or rescue citizens from elevated structures.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: $219.30

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Future Acquisition Plans: Unknown

d. **Rook** – (Quantity: 1)
Manufacturer: Ring Power
Description: The Rook is a tracked armored vehicle capable of deploying officers into a critical incident or rescue citizens during a critical incident. It features several attachments capable of moving objects, or vehicles to aide in the peace resolution of a critical incident. The attachments and vehicle also can be used in various natural disaster incidents.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: $113.42
Future Acquisition Plans: Unknown

C. Command and Control Vehicles

1. **Mobile Command Vehicles:** Completely self-contained command posts designed to provide the Incident Commander with a mobile base of operation.

Capability: As a mobile base of operation, these vehicles contain specialized command, control, and communications equipment to assist with this mission.

Usage: Mobile Command Vehicles are to be utilized as an Incident Command Post for planned or unplanned events. Vehicles are also equipped with specialized equipment to assist with numerous types of incidents.

Training Requirements: Officers are frequently train in the operations of Command vehicles.

Fiscal Impact: See Appendix A

Lifespan: No lifespan indicated by manufacturer. Dependent on operational usage and wear.

The Department currently possesses the following types of Mobile Command Vehicles:

a. **SWAT Special Equipment Vehicle** – (Quantity: 1)

The SWAT Special Equipment Vehicle is a non-armored vehicle used by SWAT personnel to transport special weapons and equipment to the scene of critical incidents. Once at an incident, it is also used as a SWAT and Tactical Operations Center (TOC).

Manufacturer: Custom Built International Chassis

Description: This vehicle is a custom build. It is capable of transporting various SWAT equipment to a critical incident. It is also outfitted with various radio and computers to aide the Incident Commander.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: $1,171.52
Future Acquisition Plans: Unknown

b. **CP131 – Command Post Vehicle** - (Quantity: 1)
Manufacturer: Custom Built Freightliner Chassis
Description: This vehicle is a custom-built truck which allows officers to aide in communicating with subjects during critical incidents or can be utilized as a command post during any type of situation.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: $1,703.70
Future Acquisition Plans: Unknown

D. Explosive Breaching Equipment

1. **Explosive Breaching Equipment:** During crisis situations, it may become necessary for a SWAT team to facilitate an entry into a target location. It is critical the point of entry is breached quickly and as safely as possible. A quick and effective breach is one key to a successful tactical mission**.** In some instances, an explosive breach may be required to provide an added degree of safety and tactical advantage in order to accomplish a mission.

   A variety of specialized breaching equipment consisting of explosive materials are possessed by the Department. Explosive Breaching Equipment can only be used exclusively by the SWAT team's dedicated breaching personnel.

   Capability / Usage: Explosive breaching, the use of explosive materials to affect a breach, can be an effective option in SWAT team tactics. An effective breach is a design where the least amount of explosive material is used and still accomplishes its goal. An effective Explosive Breach can defeat fortified doors and walls. Effective breaching techniques allow tactical officers immediate entry with minimal risk to victims, officers, and suspects. An Explosive Breach should only be utilized after taking into consideration the overall mission, officer and citizen safety, the overall construction of the structure, the presence of unstable chemicals, explosives, or incendiary materials, and whether other means of mechanical breaching would be effective and safe to use. The option to use an explosive breach shall be at the discretion of the SWAT Commander.

   Training Requirements: Only SWAT Officers that are certified Explosive Breachers are authorized to utilize explosive breaches. SWAT Explosive Breachers must successfully complete a certified Explosive Breaching Course.

Additionally, SWAT Explosive Breachers must maintain proficiency with the use and handling of explosives and explosive breaching techniques.

Fiscal Impact: See Appendix A

Lifespan: Approximately five (5) years.

The Department currently possesses the following types of Explosive Breaching Equipment:

a. **Explosive Breaching Equipment Kit** – (Quantity: See Below)
Explosive Breaching Equipment consists of:
1. 50 grain Detonation Cord (69,200 gr.)
2. C2 sheets (1,540 gr.)
3. Shock-tube Blasting Cap (1,879 gr.)
Manufacturer: Southwest Explosives
Description: Explosive breaching, the use of explosive materials to affect a breach, can be an effective option in SWAT team tactics. An effective breach is a design where the least amount of explosive material is used and still accomplishes its goal.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

2. **Breaching Shotguns and Breaching Ammunition:** During crisis situations, it may become necessary for a SWAT team to facilitate an entry into a target location. It is critical the point of entry is breached quickly and as safely as possible. A quick and effective breach is one key to a successful tactical mission**.** In some instances, a breach initiated by a breaching shotgun loaded with specialized breaching rounds may be required to provide an added degree of safety and tactical advantage in order to accomplish a mission.

Specialized Breaching Rounds, also referred to as TKO round, are frangible and are designed to break into a powder form upon impact with a solid object (i.e., dead bolt lock, door frame, etc.)

The Department possesses a limited inventory of Breaching Shotguns and Breaching Shotgun Ammunition. Breaching Shotguns are to be used exclusively by trained members of the SWAT team.

Capability / Usage: Shotgun breaching, the use of a breaching shotgun to affect a breach, can be an effective option in SWAT team tactics. An effective breach is a design where the least amount of breaching shotgun rounds is used and still accomplishes its goal. An effective shotgun breach can defeat fortified doors and

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locks. Effective breaching techniques allow tactical officers immediate entry with minimal risk to victims, officers, and suspects.

Training Requirements: SWAT team members regularly train on the use of shotgun breaching.
Fiscal Impact: See Annual Military Report

Lifespan: Remington 870 Police Magnum – Limited lifetime warranty. Lifespan varies on operational usage and wear

Breaching Shotgun Ammunition – Five (5) year limited warranty. Five (5) year shelf life.

The Department currently possesses the following types of breaching shotguns and breaching shotgun ammunition:

a. **Remington 870 Police Magnum –** (Quantity: 5)
Manufacturer: Remington
Description: The Remington 870 Police Magnum pump-action shotgun is a rugged 12-gauge with a short barrel backed by a stout 3" chamber. The all-matte black gun is parkerized for generalized durability and rust-resistance. Both the pump action for-end and stock are robust and tough synthetic.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

b. **TKO 12-Gauge Breaching Shotgun Rounds** – (Quantity: 60)
Manufacturer: Defense Technology
Description: The 12-Gauge TKO Breaching Round is a 12-Gauge shell loaded with a compressed zinc slug, utilizing smokeless powder as a propellant. This is a widely used method to breach door locks or hinges for entry during tactical operations. When properly deployed, the TKO is capable of defeating door lock mechanisms, doorknobs, hinges, dead bolts, safety chains, and pad locks on both wooden or hollow core doors. Upon impact with the target, the zinc slug disintegrates into a fine powder eliminating fragmentation.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

E. Firearms of .50 Caliber or greater

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1. **.50 Caliber Rifles:** A heavy-duty, bolt-action rifle rated for .50 caliber ammunition that is capable for delivering precision rifle fire at great distances with effective results.

   Due to the ever-increasing number of deadly incidents involving vehicle borne attacks and fortified structures both in Southern California and around the country, the SWAT Sniper Team currently employs the use of a .50 caliber rifle to address the unique operational needs presented by these threats.

   The requirement and implementation of a .50 caliber rifle are now the standard for many SWAT Teams both in the US and abroad to combat vehicular threats that may arise out of conventional SWAT operations or domestic and international terror attacks.

   Capability / Usage: These weapons provide the capability to pierce hard armor, multiple layers of mild steel, or substantial brick, concrete and other materials that may give hard cover to potential suspects. In limited circumstances, these weapons can also be used to disable the engine block of a vehicle posing a clear and present threat to the public (i.e., a vehicle laden with explosives).

   Training Requirements: SWAT Snipers receive specific .50 caliber rifle training and must undergo regular training and weapons qualifications to be able to deploy the .50 caliber rifle.

   Fiscal Impact: See Appendix A

   Lifespan: EDM ARMS – Barrel life rated to approximately 20,000 rounds.

   a. **EDM ARMS Windrunner -** (Quantity: 1)
      Manufacturer: Bushmaster Firearms
      Description: The Windrunner is built to outshine all previous standards for long-range accuracy.
      Concerns & Complaints Received: None
      Internal Audit Results & Responses: None
      Total Annual Cost: None
      Future Acquisition Plans: Unknown

F. Ammunition of .50 caliber or greater

1. **.50 Caliber Rifle Ammunition:** Rifle ammunition manufactured specifically for .50 caliber Special Application Rifles. This caliber is also referred to as .50 BMG.

   Match Ammunition: Designed for when greater distance from a target is encountered and accuracy is needed. Match ammunition rounds excel against heavy barriers and penetrating thick glass.

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Fiscal Impact: See Appendix A

Lifespan: Approximately 10-year shelf life.

a. **A-Max Match Ammo - .50 BMG 750 grain** (Quantity: 10,750)
Manufacturer: Engel Ballistic Research
Description: 50BMG match grade 750 grain. Match ammunition rounds excel against heavy barriers and penetrating thick glass.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

G. Specialized firearms and ammunition of less than .50 caliber, including assault weapons

1. **AR-15 Rifles:** A semi-automatic shoulder-fired long gun that fires a rifle caliber cartridge. The Department-approved AR-15 style weapon system is designed to fire a .223/5.56 caliber projectile.

Capability/Usage: The rifle caliber carbine provides officers the ability to engage hostile suspects at distances generally greater than the effective distance of their handguns. Additionally, AR-15 rifles offer advantages over handguns, such as increased accuracy potential and the ability to defeat soft body armor but are not appropriate for every situation.

Training Requirements: All officers attend a POST rifle course and regularly qualify with their rifle. SWAT Officers partake in regular rifle training, and consistent weapons qualifications to maintain proficiency with the AR-15.

Fiscal Impact: See Appendix A

Lifespan: Colt M4 Carbine LWRC IC-45 – Barrel life rated to approximately 12,000 rounds.

Colt M4 Carbine – Barrel life rated to approximately 12,000 rounds.

a. **Colt M4 Carbine LWRC M6IC** (Quantity: 142)
Manufacturer: LWRC International
Description: Colt style M4 rifle chambered in .223 caliber. These rifles are outfitted with a collapsible stock and flashlight.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

b. **Colt M4 Carbine** (Quantity: 158)
Manufacturer: Colt Manufacturing LLC
Description: Colt M4 rifle chambered in .223 caliber. These rifles are outfitted with a collapsible stock.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

2. **.308 Caliber Rifles:** Rifle's chambered in a .308 caliber round. These rifles are set up as a semi-automatic rifle or a bolt action. They can be outfitted with various optics and accessories depending on the mission.

Capability / Usage: The .308 rifle provides SWAT Snipers and Air Support personnel the ability to engage hostile suspects at great distances with accuracy. The .308 rifle platform are typically deployed with the SWAT Team during high-risk SWAT operations and special events or instances wherein Sniper Over Watch Teams are needed. These rifles can also be deployed by the Ontario Air Support Unit for similar situations.

Training Requirements: SWAT team members and the Air Support Unit regularly train and qualify with various weapons systems including the .308 rifle to maintain proficiency.

Fiscal Impact: See Appendix A

Lifespan: HK 91 – Barrel life rated to approximately 3,000 to 6,000 rounds.
Tactical Ops Tango 51– Barrel life rated to approximately 5,000 rounds.
Sig Sauer 716 – Barrel life rated to approximately 3,000 to 6,000 rounds.

Fiscal Impact: See Appendix A

a. **HK 91 Rifle** (Quantity: 1)
Manufacturer: Heckler and Koch
Description: Semi-automatic .308 rifle with optic attached.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

b. **Tactical Ops Tango 51 .308 Bolt Action Rifle** (Quantity: 6)
Manufacturer: Accuracy International

Description: The bolt action Tango 51 is chambered in .308 caliber and is a bolt action rifle.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

c. **Sig Sauer 716 Rifle** (Quantity: 2)
Manufacturer: Sig Sauer
Description: Semi-automatic .308 rifle with optic attached.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

3. **MP-5 Submachine Guns:** A compact, modular, lightweight, shoulder fired, submachine gun capable of semi-automatic or automatic fire chambered in 9mm.

Capability / Usage: The MP-5 submachine gun provides the ability to deliver precision gun fire with a shoulder fired weapons system that is accurate, reliable, and safe. Its compact design allows for ease of maneuverability when operating in the open or within interior environments. The use of the MP-5 submachine gun is relegated to SWAT officers.

Training Requirements: Officers authorized to carry the MP-5 have completed numerous hours of live fire and movement training. Additionally, officers authorized to use the MP-5 must complete weapons qualifications on a regular basis to maintain proficiency.

Fiscal Impact: See Appendix A

Lifespan: Barrel life rated for approximately 50,000+ rounds.

a. **HK MP5 Submachine Gun** (Quantity: 8)

Manufacturer: Heckler & Koch
Description: Probably the most popular series of submachine guns in the world, it functions according to the proven roller-delayed blowback principle. Tremendously reliable, with maximum safety for the user, easy to handle, modular, extremely accurate and extraordinarily easy to control when firing.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

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4. **.223 Caliber or 5.56mm Rifle Ammunition:** Rifle ammunition manufactured specifically for rifles chambered in 5.56mm or .223 Remington. Currently there are two types of .223/5.56mm caliber rifle ammunition in use operationally by the Department.

   Capability / Usage: .223 caliber or 5.56mm rifle ammunition used in conjunction with an AR-15 type rifle provides officers the ability to engage hostile suspects at distances generally greater than the effective distance of their handguns. Rifle ammunition fired from AR-15 rifles offer advantages over handguns, such as increased accuracy potential and the ability to defeat soft body armor but are not appropriate for every situation. For the SWAT Team, the AR-15 is the primary weapons system utilized by the team. SWAT Officers regularly utilize the AR-15 as their primary weapons system on tactical operations.

   Training Requirements: Officers receive POST training and regularly qualify with their weapon.

   Fiscal Impact: See Appendix A

   Lifespan: Approximately 10-year shelf life.

   The Department currently possesses the following types of .223 caliber or 5.56mm rifle ammunition:

   a. **Federal – FMJ .223 55 grain** (Quantity: 75,500)
      Manufacturer: Federal
      Description: American Eagle rifle ammunition offers consistent, accurate performance at a price that's perfect for high-volume shooting. The loads feature quality bullets, reloadable brass cases and dependable primers.
      Concerns & Complaints Received: None
      Internal Audit Results & Responses: None
      Total Annual Cost: None
      Future Acquisition Plans: Unknown

   b. **Federal – Gold Dot .223 62 grain** (Quantity: 11,000)
      Manufacturer: Federal
      Description: Gold Dot Duty Rifle brings proven bullet technology to rifle platform. Gold Dot rifle bullets are optimized to ensure expansion out of barrels down to 10" at a wide variety of velocities out to 200 yards.
      Concerns & Complaints Received: None
      Internal Audit Results & Responses: None
      Total Annual Cost: None
      Future Acquisition Plans: Unknown

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5. **.308 Caliber Rifle Ammunition:** Rifle ammunition manufactured specifically for rifles chambered in .308 Winchester. Currently there are various types of .308 Winchester caliber rifle ammunition in use by the Department.

   Fiscal Impact: See Appendix A

   Lifespan: Approximately 10-year shelf life.
   The Department currently possesses the following types of .308 Winchester ammunition:

   a. **Federal.308 Winchester LE308TT2 Ammunition** (Quantity: 4,000)
      Manufacturer: Federal
      Description: Tactical bonded ammunition is made exclusively for law enforcement. It is designed to defeat barriers with minimal deflection.
      Concerns & Complaints Received: None
      Internal Audit Results & Responses: None
      Total Annual Cost: None
      Future Acquisition Plans: Unknown

H. Flashbangs, Chemical Agents, Chemical Agent Delivery Devices, and Pepper Ball Launchers

1. **Noise Flash Diversionary Devices (NFDD):** Canisters that emit a loud noise and bright light.

   Capability / Usage: Diversionary Devices are capable of releasing large amounts of stored energy in the form of heat, light, pressure, and noise. They are intended to temporarily distract, confuse, and disorient subjects. They can also be used as "attention-getting" devices. Diversionary Devices are to be used exclusively by the SWAT team. Noise Flash Diversionary Devices can be used in high-risk tactical operations as an attention getting device. They can also be used during high-risk warrants, and hostage rescue incidents to provide an added degree of officer safety by disorienting subjects.

   Training Requirements: SWAT Officers regularly train on safe device deployment in a variety of operational settings.

   Fiscal Impact: See Appendix A

   Lifespan: Defense Technology Multi Port Distraction Device – Five (5) year shelf life.

   Liberty Dynamics Distraction Device –Five (5) year shelf life.

   The Department currently possesses the following types of Diversionary Devices:

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a. **Defense Technology Multi Port Distraction Device** (Quantity: 60)
Manufacturer: Defense Technology
Description: These noise flash diversionary devices have a highly reliable functionality and very precise delay times.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

b. **Defense Technology Multi-bang** (Quantity: 2)
Manufacturer: Defense Technology
Description: This distraction device is capable of multiple consecutive detonations on one device.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

c. **Low-roll Distraction Device (Training Device)** (Quantity: 50)
Manufacturer: Defense Technology
Description: Training device utilizes the same deployment methods with minimal load for training purposes.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

d. **Liberty Dynamics Distraction Device** (Quantity: 138)
Manufacturer: Liberty Dynamics
Description: This diversionary device has the binary energetic material contained within the Enhanced Noise Flash Diversionary device allows for drastically lowered volatility levels, creating a vastly safer and more reliable noise-flash event.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

2. **Chemical Agents and Chemical Agent Delivery Devices**: Compounds, devices, and delivery systems utilized by SWAT, Mobile Field Force, and patrol officers. Compounds can include irritants such as Chlorobenzalmalononitrile (CS) or an inflammatory agent such as Oleoresin Capsicum (OC) or Pava (synthetic OC). Chemical agents can be liquid, powder, or gaseous. Delivery systems can be pyrotechnic, blast dispersion, OC Fogger, or aerosol.

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Chemical agent delivery devices consist of the following:

Gas Ram: A metal device resembling a handheld pointed battering ram that can be loaded with a chemical agent canister. The gas ram can be used to introduce chemical agents into a location by piercing the wall, door, or roof of a structure.

Burn Safe: A cylindrical metal container designed to contain a pyrotechnic chemical agent canister and reduce fire hazard upon deployment into a structure.

Capability / Usage: Depending on the delivery method, chemical agents are capable of being introduced in close proximity or from a distance. Depending on the type of delivery system and/or quantity, chemical agents can be used to saturate individual suspects, violent crowds, or areas of varied size. Chemical agents are to be used by the SWAT Team, Mobile Field Force, and/or patrol officers. Generally, during high-risk tactical incidents chemical agents can be used to dislodge a suspect from a stronghold location with the least possible danger to citizens, police, and the suspect. Chemical agents can also be used to prevent an armed suspect from accurately firing at citizens and/or officers. They can also be used in limited instances during civil unrest to disperse violent crowds.

Training Requirements: Officers receive regular training on the deployment and use of chemical agents. Officers are required to pass annual qualifications with the use of chemical agents and chemical agent delivery systems in order to maintain proficiency.

Fiscal Impact: See Appendix A

Lifespan: Defense Technology Chemical Agent Canisters and Munitions - Five (5) year shelf life.

Chemical Agent Delivery Devices - No lifespan indicated by manufacturer. Lifespan varies on operational usage and wear.

The Department currently possesses the following types of chemical agents:

a. **SPEDE-HEAT CS Model -** (Quantity: 16)
Manufacturer: Defense Technology
Description: The Spede-Heat CS munition is a high volume, continuous burn it expels its payload in approximately 20-40 seconds. The payload is discharged through four gas ports on top of the canister, three on the side and one on the bottom. This munition holds approximately 2.9 oz. of active agent.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None

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Total Annual Cost: None
Future Acquisition Plans: Unknown

b. **40mm Liquid Ferret -** (Quantity: 169)
Manufacturer: Defense Technology
Description: These launchable munitions are capable of being deployed into a structure, through barriers, to deploy chemical agent into a structure at a safe distance.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

c. **Chemical Agent CS Pocket Tactical – Model 1016** (Quantity: 6)
Manufacturer: Defense Technology
Description: The Pocket Tactical CS munition is small, and lightweight. The 0.9 oz. of active agent will burn approximately 20-40 seconds. At 4.75 in. by 1.4 inches in size, it easily fits in most tactical pouches.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

d. **Maximum HC Smoke Model 1073 -** (Quantity: 13)
Manufacturer: Defense Technologies
Description: Pyrotechnic smoke grenade used for concealment or as a signaling device.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

e. **37mm Multiple Foam Baton – Model 6299** (Quantity: 379)
Manufacturer: Defense Technology
Description: The 37mm foam baton round contains three foam projectiles.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

f. **40mm Skat Shell – Model 6172** (Quantity: 62)
Manufacturer: Defense Technology
Description: The 40mm Skat shell is designed to deliver multiple CS canisters from a 40mm launcher. It has a maximum effective range of 80-100 yards.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None

Total Annual Cost: None
Future Acquisition Plans: Unknown

g. **Instantaneous Blast CS – Model 1042** (Quantity: 52)
Manufacturer: Defense Technology
Description: The instantaneous blast CS munition is designed for indoor or outdoor use; this munitions powder is expelled upon initiation of a small internal detonator that has sufficient force to split the canister at six machined groves on the outside surface.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

h. **Pocket Tactical Saf-Smoke – Model 1017** (Quantity: 38)
Manufacturer: Defense Technology
Description: This munition is small and lightweight. It will burn approximately 20-40 seconds.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

i. **CS Flameless Tri-Chamber – Model 1032** (Quantity: 38)
Manufacturer: Defense Technology
Description: The flameless tri-chamber allows the contents to burn within an internal can and disperse the agent safely with reduced risk of fire.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

j. **CS Triple-Chaser Canister – Model 1026** (Quantity: 52)
Manufacturer: Defense Technology
Description: The triple-chaser CS consists of three separate canisters pressed together with separating charges between each. When deployed, the canisters separate and land approximately 20 feet apart allowing increased area coverage.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

k. **40mm Muzzle Blast – Model 6042** (Quantity: 79)
Manufacturer: Defense Technology

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Description: The 40mm muzzle blast CS round is widely used as a crowd management tool for the immediate and close deployment. .
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

l. **Gas Ram – Chemical Agent Delivery Device** (Quantity: 3)
Manufacturer: Custom build
Manufacturer Description: The gas ram is a double walled container constructed of steel designed to contain the flames of a pyrotechnic chemical agent canister. There is a large metal probe attached to one end designed to penetrate walls to deploy the chemical agent inside a structure from outside.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

m. **Burn Safe – Chemical Agent Delivery Device** (Quantity: 2)
Manufacturer: Burn Safe
Manufacturer Description: The Burn Safe is a double walled container constructed of aluminum. It is designed to contain the flames inside the inner chamber thereby reducing the probability of starting a fire. The Burn Safe allows the introduction of significant amounts of pyrotechnic non-lethal chemical agent into the target, which increases the probability of a successful resolution.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

3. **Pepper Ball Launchers and Pepper Ball Munitions:** A non-lethal munitions system that employs paint ball launchers to fire "pepper balls" that contain powdered synthetic OC in place of the paint. The pepper ball delivery system combines chemical agent exposure with kinetic energy impact to aid in its effectiveness in addressing armed and/or violent individuals or crowds. Pepper ball munitions also include glass breaking rounds.

Capability / Usage: Pepper ball launchers give officers the ability to address an armed and/or violent suspect(s) with a non-lethal munition that delivers both chemical agent and kinetic energy impact. This combination can be extremely effective in gaining compliance or reducing threat potential with an armed and/or violent suspect(s). Due to its design, pepper balls can be delivered from a larger standoff distance allowing for an added degree of officer safety. Pepper ball launchers and pepper ball munitions can be used to address armed and/or violent individuals or crowds, limited instances of violent civil unrest, suicidal

individuals, and individuals believed to possess or have immediate access to a deadly weapon. Pepper ball munitions can be effective in driving suspects from confined spaces or vehicles.

Training Requirements: Officers undergo regular live fire proficiency training. Additionally, Officers are required to qualify with pepper ball launchers on a consistent basis to maintain proficiency.

Fiscal Impact: See Appendix A

Lifespan: Pepper Ball Launcher – No manufacturer life span indicated by manufacturer.

Pepper Ball Munitions – Approximately three (3) year shelf life.

The Department currently possesses the following types of pepper ball launchers and pepper ball munitions:

a. **Tippman FTC Pepper Ball Launcher** (Quantity: 12)
Manufacturer: Tippman
Manufacturer Description: The Tippmann FTC paintball marker is a compact marker launcher.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

b. **PepperBall Live –** (Quantity: 3,300)
Manufacturer: PepperBall
Description: A potent and powerful concentration of PAVA pepper powder. One round of LIVE-X contains 2% PAVA.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

c. **PepperBall Glass Breaker –** (Quantity:140)
Manufacturer: PepperBall
Description: Used to break side glass of vehicles and residential glass windows.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

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d. **PepperBall Inert –** (Quantity: 3,000)
Manufacturer: PepperBall
Description: Containing a harmless, scented powder, this projectile is best suited for training, qualifications, and direct impact when chemical exposure is not desired.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

I. Extended Range Impact Weapons, Projectile Launcher Platforms, Munitions, and Specialty Impact Munitions (SIM)

1. **40mm Launchers (Projectile Launch Platforms):** A single shot or multi-shot Extended Range Impact Weapon launcher capable for firing a variety of 40mm rounds. The Department also has a limited inventory of 37mm launchers that share the same characteristics as 40mm launchers but are chambered for 37mm munitions.

Capability / Usage: 40mm launchers are capable of firing a variety of munitions with a maximum effective range of one hundred twenty (120) feet. 40mm launchers can deliver 40mm munitions in the form of chemical agents, and sponge baton rounds. The 40mm launchers utilized with less lethal sponge baton rounds are designed to impact armed and/or violent suspects so officers can gain compliance, overcome resistance, or prevent serious injury or death to bystanders, officers, and the suspect. 40mm single launchers combined with less lethal 40mm sponge baton rounds are authorized to be used by any officer that has been trained in its use and maintains current qualifications.

Training Requirements: Officers that have been trained in the use of the 40mm single launcher undergo thorough training in its use. Additionally, officers trained in the use of the 40mm single launcher must pass annual qualifications to maintain proficiency.

Fiscal Impact: See Appendix A

Lifespan:

Defense Technology 40mm Launchers – Two (2) year limited warranty. No lifespan indicated by manufacturer. Dependent on operational usage and wear.

Defense Technology 37mm Launchers – No lifespan indicated by manufacturer. Lifespan varies on operational usage and wear.

The Department currently possesses the following types of 40mm launchers:

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a. **Def Tech – Model 1425** (Quantity: 11)
Manufacturer: Defense Technology
Description: The 40mm will fire standard 40mm Less Lethal ammunition, up to 4.8 inches in cartridge length.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

b. **LMT – 40mm Launcher** (Quantity: 20)
Manufacturer: Lewis Machine & Tool
Description: The 40mm will fire standard 40mm Less Lethal ammunition, up to 4.8 inches in cartridge length.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

c. **Def-Tec – Model 1415** (Quantity: 4)
Manufacturer: Defense Technology
Manufacturer Description: The 37mm will fire standard 37mm Less Lethal ammunition, up to 8 inches in cartridge length.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

d. **Def-Tec 40mm 6-Shot Launcher** (Quantity: 2)
Manufacturer: Defense Technology
Description: Designed for riot and tactical situations, the 40mm 6-Shot Launcher is low-profile and lightweight, providing multi-shot capability in an easy to carry launcher.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

2. **40mm Ammunition:** The 40MM round is a sponge baton cartridge. The sponge round has a blue-colored nose with a black base. The casing is stainless.

Fiscal Impact: See Appendix A

Lifespan: Five (5) year shelf life.

The Department currently possesses the following types of 40mm direct impact ammunition:

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a. **eXact iMpact 40mm Sponge Round – Model 6325** (Quantity: 500)
Manufacturer: Defense Technology
Description: The eXact iMpact 40 mm Sponge Round is a point-of-aim, point-of-impact direct-fire round. This lightweight, high-speed projectile consisting of a plastic body and sponge nose that is spin stabilized via the incorporated rifling collar and the 40 mm launcher's rifled barrel. Used for Crowd Control, Patrol, and Tactical Applications.

J. Night Vision Equipment and Infrared Sighting Systems

1. **Night Vision Optical Devices:** A night-vision device (NVD), also known as night optical/observation device (NOD) or night-vision goggles (NVG) is an optoelectronic device that allows images to be produced in low levels of light approaching total darkness.

Capability / Usage: Night Vision Optical Devices provide the user the ability to see an enhanced image during darkness. The use of this equipment allows a tactical advantage for officers especially when operating in low light or dark environments. The majority of SWAT tactical operations occur at night or are conducted in low light environments. Having NVD's allows for SWAT Officers to have a tactical advantage and an added degree of officer safety when operating in those conditions. The use of NVD's is extremely advantageous during high-risk operations, hostage rescue, active shooter, and tactical operations in a wide range of environments.

Training Requirements: SWAT Officers maintain proficiency by continual training and annual weapons qualifications with NVD's.

Fiscal Impact: See Appendix A

Lifespan: Approximately 10,000 hours.

The Department currently possesses the following types of Night Vision Optical Devices:

a. **Pinnacle Gen3 Night Vision –** (Quantity: 30)
Manufacturer: Night Vision Depot
Description: Pinnacle Gen3 Night Vision Device is a compact, lightweight, high-performance white phosphor dual-tube goggle.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

b. **L3 Warrior –** (Quantity: 3)

Manufacturer: L3
Description: The L3 Warrior Night vision scope can be attached quickly to the rifle to allow for enhanced vision during night time operations. It works in conjunction with the rifle's optics for improved vision.
Concerns & Complaints Received: None
Internal Audit Results & Responses: None
Total Annual Cost: None
Future Acquisition Plans: Unknown

2. **Infrared Sighting Systems:** A device attached to a firearm to aid in target acquisition. Unlike optical and iron sights where the user looks through the device to aim at the target, laser sights project a beam onto the target that provides a visual reference point. This device is used in conjunction with NVD's to aid in rapid and accurate target acquisition.

   Capability / Usage: This equipment, when combined with NVD's, provide the user the ability to see an enhanced image during low light conditions or darkness. The use of this equipment allows for a tactical advantage for officers. It allows officers to obtain accurate and rapid target acquisition especially when operating in a multitude of low light or dark environments. Most SWAT operations occur at night or are conducted in low light environments. Having NVD's in conjunction with infrared sighting systems allows for SWAT Officers to have a tactical advantage and an added degree of officer safety when operating in those conditions. The use of NVD's combined with infrared sighting systems are extremely advantageous during high-risk operations, hostage rescue, active shooter, and tactical operations in a wide range of environments. Infrared sighting systems are to be used exclusively by the SWAT Unit. Night Vision optical enhancement devices combined with infrared sighting systems may be utilized during tactical missions with approval from the SWAT Commanding Officer or SWAT Executive Officer.

   Training Requirements: SWAT Officers maintain proficiency by continual training and annual weapons qualifications with NVD's and infrared sighting systems.

   Fiscal Impact: See Appendix A

   Lifespan: Approximately 10,000 hours.

   The Department currently possesses the following types of infrared sighting systems:

   a. **MAWL IR Designator** (Quantity: 30)
      Manufacturer: B.E. Meyers

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Description: The MAWL has an IR light and IR laser which work in conjunctions with night vision devices to illuminate and aide in aiming a weapon system.

V. USAGE OF MILITARY EQUIPMENT WHEN COLLABORATING WITH OTHER LAW ENFORCEMENT AGENCIES

On occasion, the Department may be required to assist other law enforcement agencies in a formal Law Enforcement Mutual Aid Request (LEMA) or support with day-to-day operational collaboration (i.e., pursuits, investigative unit assistance, joint law enforcement operations, etc.).

In certain mutual aid or operational collaboration circumstances, it may be necessary for sworn Department members to utilize military equipment in order to fulfill an assigned mission (i.e., civil unrest, SWAT requests, barricaded suspects in a vehicle, etc.). When sworn Department members utilize military equipment in instances of mutual aid or law enforcement collaboration, the following shall apply:

A. Department members are required to adhere to the Department's Military Equipment Procedure and **all** policies and procedures outlined within the Ontario Police Department's Policy and Procedures Manual, regardless of operational jurisdiction.

B. Should the Police Department request mutual aid from another law enforcement agency within the City and military equipment is required during the course of the response, the following shall apply:

1. The Ontario Police Department will remain in charge of the overall incident command.

2. The Incident Commander or designee will brief the supervisor from the assisting agency and inform them of the mission, enforcement posture, and any pertinent information related to the incident.

3. The assisting agency will adhere to their respective policies and procedures, particularly those governing the use of military equipment.

4. If the Incident Commander or their designee is informed of or witnesses the utilization of military equipment by an assisting agency inconsistent with the guidelines set forth in this procedure, the Incident Commander may elect to cancel the request for mutual aid or re-assign the assisting agency to a different support mission.

VI. APPROVAL OF MILITARY EQUIPMENT BY GOVERNING BODY

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A. Pursuant to AB-481 all military equipment acquired and/or in use by the Department shall be approved by the governing body by adopting a military use policy. This approval by the governing body must be granted prior to any of the following:

1. Requesting military equipment made available pursuant to Section 2576a of Title of the United States Code. This section is also commonly referred to as the Defense Logistics Agency 1033 Program. The Police Department does not participate in the 1033 Program.
2. Seeking funds for military equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
3. Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
4. Collaborating with another law enforcement agency in the deployment or other use of military equipment within the territorial jurisdiction of the governing body.
5. Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
6. Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of, military equipment.
7. Acquiring military equipment through any other means.

B. In seeking approval of the government body for any specified military equipment, the Department shall submit a proposed military equipment use policy to the governing body and make those documents available on the Department's internet website at least 30 days prior to any public hearing concerning the military equipment at issue.

1. The proposed or final military equipment use policy shall be made publicly available on the Department's internet website for as long as the military equipment is available for use.

VII. ANNUAL MILITARY EQUIPMENT REPORT

A. Pursuant to AB-481, the Department shall submit to the City Council an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter for as long as the military equipment is available for use. The Department shall also make each annual military equipment report required by this section publicly available on its internet website for as long as the military equipment is available for use. The Commanding Officer or their designee shall be responsible for the preparation and submission of the annual military equipment report. The annual military equipment report shall, at a minimum, include the following information for the immediate previous calendar year for each type of military equipment:

1. A summary of how the military equipment was used and the purpose of its use.

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2. A summary of any complaints or concerns received concerning the military equipment.
3. The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response, consistent with state law employee privacy restrictions.
4. The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
5. The quantity possessed for each type of military equipment.
6. If the Department intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

B. Within 30 days of submitting and publicly releasing the annual military equipment report, the Department shall hold at least one community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and the Department's funding, acquisition, or use of military equipment.

C. The City Council will determine, based on the annual military equipment report, whether each type of military equipment identified in the report has complied with the standards for approval as set forth by AB 481. If the City Council determines that a type of military equipment identified in the annual military equipment report has not complied with the standards as set forth by AB 481, it may either disapprove a renewal of the authorization for that type of military equipment or require modifications to this military equipment use procedure in a manner that will resolve lack of compliance.

VIII. MILITARY EQUIPMENT USAGE ACCOUNTABILITY

A. The use of military equipment is subject to individual Department Policies and Procedures, and is restricted for use only in certain instances and in some cases, only by certain units. It is incumbent upon incident commanders, supervisors, and individual officers to recognize the specific circumstances wherein military equipment should be employed to enhance the safety of the public and officers and to bring a critical incident to a safe resolution.

B. Department members are bound to adhere to Department Policies and Procedures, in addition to state and local laws and ordinances when employing the use of the military equipment at any time. Violations of the law or Department Policies or Procedures may result in criminal or administrative investigations and/or actions.

C. Administrative Investigations concerning complaints related to military equipment will be conducted in accordance with department policy. These investigations may be

subject to review by the Office of the Chief of Police to ensure that compliance with this military equipment procedure is maintained.

D. Any corrective action or discipline imposed as a result of a violation of this Department Procedure will be administered in accordance with the department policy, relevant employee organization memorandum of understanding (MOU), Civil Service Rules, and state law.

IX. MILITARY EQUIPMENT MAINTENANCE AND INVENTORY

All military equipment shall be maintained and inventoried in accordance with department policy.

X. MILITARY EQUIPMENT COMPLAINTS AND INQUIRIES

In some instances, the application and use of military equipment can cause questions and/or concerns for members of the community. It is of vital importance that community members' questions regarding the application and use of military equipment are addressed.

The Police Department is committed to full and fair investigation of citizen complaints. As such, the Department has sound internal procedures for thorough and impartial investigations of citizen complaints. Resolving complaints in a fair, impartial, and expeditious manner will ensure the consistent high level of integrity and efficiency maintained by the Department.

A. Complaints directly related to the application or use of military equipment shall be handled in accordance with department policy.

B. The Police Department values open communication and transparency. Community questions and/or concerns regarding the application and use of specified military equipment should be addressed in the following manner:

    1. Via the Department internet website where the public can email specific military equipment related questions to the Department.
    2. At pre-determined Community Engagement Meetings related to military equipment.
    3. At City-Council Meetings related to military equipment.
    4. In all other circumstances, the public should be directed to the Department Military Equipment Procedure and Annual Military Equipment Report available on the Department's internet website.

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MILITARY PROCEDURE APPENDIX – A
FISCAL IMPACT – Fiscal Year 2022 (May 2022 – May 2023)

Equipment Name and Model / Manufacturer	Initial Cost	Ongoing Annual Cost FY22 (approximate)
Loki I	$13,600	Varies on Usage
Anafi Thermal	$7,439	Varies on Usage
Evo II	$1,825	Varies on Usage

Equipment Name and Model / Manufacturer	Initial Cost	Ongoing Annual Cost FY22 (approximate)
Dragon Runner	$46,000	Varies on Usage

Equipment Name and Model / Manufacturer	Initial Cost	Ongoing Annual Cost FY22 (approximate)
Bearcat G2 (2 Door)	$205,568	Varies on Usage
Bearcat G3 (4 Door)	$315,835	Varies on Usage
Bearcat G3 (Ramp)	$302,609	Varies on Usage
Rook	$570,000	Varies on Usage

Equipment Name and Model / Manufacturer	Initial Unit Cost	Ongoing Annual Cost FY22 (approximate)
SWAT Equipment Vehicle	$271,715	Varies on Usage
CP131	$124,708	Varies on Usage

Equipment Name and Model / Manufacturer	Initial Cost	Ongoing Annual Cost FY22 (approximate)
Explosive Breaching Kit	$3,850	$202,010 (total SWAT equipment budget)

Equipment Name and Model / Manufacturer	Initial Cost	Ongoing Annual Cost FY22 (approximate)
Remington 870 Breaching Shotgun	$800 Each	$150,000 (total ammo budget)
TKO 12 Gauge Breaching Shotgun Rounds	$8.15 Per Box (6)	$150,000 (total ammo budget)

Equipment Name and Model / Manufacturer	Initial Cost	Ongoing Annual Cost FY22 (approximate)
Windrunner .50 cal	$7,144	Varies on Usage
Match Ammunition - .50 BMG .510" 750 grain	$59 Per Box (10)	$150,000 (total ammo budget)

Equipment Name and Model / Manufacturer	Initial Cost	Ongoing Annual Cost FY22 (approximate)
AR-15 Colt LWRC	$1,949 Each	Varies on Usage
.308 Semi-auto HK91	$3,899 Each	Varies on Usage
.308 Tango 51	$7,999 Each	Varies on Usage
HK MP5	$3,275 Each	Varies on Usage
.380 Sig Sauer 716	$1,350 Each	Varies on Usage
Federal FMJ 55 grain	$179 Per Case	$150,000 (total ammo budget)
Gold Dot .223 62 grain	$287 Per Case	$150,000 (total ammo budget)
HSM 750g A-Max .308	$49 Per Box	$150,000 (total ammo budget)

Equipment Name and Model / Manufacturer	Initial Cost	Ongoing Annual Cost FY22 (approximate)
Def Tec Flashbang	$38.60 Each	$202,010 (total SWAT equipment budget)

Def Tec Multi-bang	$70.00 Each	$202,010 (total SWAT equipment budget)
Training Flash Bang	$58.50 Each	$202,010 (total SWAT equipment budget)
Liberty Dynamics Flash Bang	$18,694 Total	$202,010 (total SWAT equipment budget)
SPEDE Heat	$33.05 Each	$202,010 (total SWAT equipment budget)
40mm CS Ferret	$26.15 Each	$202,010 (total SWAT equipment budget)
Pocket Tactical CS	$28.00 Each	$202,010 (total SWAT equipment budget)
Maximum HC Smoke	$32.60 Each	$202,010 (total SWAT equipment budget)
37mm Foam Baton	$24.50 Each	$202,010 (total SWAT equipment budget)
40mm Skat Shell	$40.65 Each	$202,010 (total SWAT equipment budget)
Instantaneous Blast CS	$54.60 Each	$202,010 (total SWAT equipment budget)
Pocket Tactical Smoke	$32.60 Each	$202,010 (total SWAT equipment budget)
CS Flameless Tri Chamber	$46.25 Each	$202,010 (total SWAT equipment budget)
CS Triple Chaser	$46.25 Each	$202,010 (total SWAT equipment budget)
40mm Muzzle Blast CS	$26.75 Each	$202,010 (total SWAT equipment budget)
Gas Ram	$3,250 Each	$202,010 (total SWAT equipment budget)
Burn Safe	$155.40 Each	$202,010 (total SWAT equipment budget)
Tippman FTC	$499 Each	$13,850 (Department equipment budget)
PepperBall Live	$899 Box	$13,850 (Department equipment budget)
PepperBall Glass Breaker	$3.00 Per Round	$13,850 (Department equipment budget)
PepperBall Inert	$300 Per Case	$13,850 (Department equipment budget)

Equipment Name and Model / Manufacturer	**Initial Cost**	**Ongoing Annual Cost FY22 (approximate)**
Def-Tec 40mm Launcher	$985 Each	$13,850 (Department equipment budget)
LMT 40mm Launcher	$985 Each	$13,850 (Department equipment budget)
Def-Tec 37mm Launcher	$884.50 Each	$13,850 (Department equipment budget)
Def-Tec 40mm Multi-Launcher	$2,369 Each	$13,850 (Department equipment budget)
eXact iMpact 40mm Sponge Round	$30 Each	$13,850 (Department equipment budget)

Equipment Name and Model / Manufacturer	**Initial Cost**	**Ongoing Annual Cost FY22 (approximate)**
Pinnacle Gen3 NODs	$6,995 Each	Varies on Usage
L3 Warrior Optic	$7,999 Each	Varies on Usage
MAWL Designator	$2,999 Each	Varies on Usage

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CITY OF ONTARIO *Agenda Report* **August 15, 2023**	**SECTION:** **ADMINISTRATIVE REPORTS/DISCUSSION/ACTION**
Department: Human Resources Prepared By: Reed Sigler Staff Member Presenting: Angela C. Lopez, Executive Director Human Resources Reviewed By: Angela Lopez Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 37

SUBJECT: APPROVAL OF AMENDMENTS TO THE COMPENSATION AND BENEFIT PROFILES FOR EXECUTIVE MANAGEMENT EMPLOYEES AND ADOPTION OF RESOLUTIONS REGARDING SALARIES FOR APPOINTIVE EXECUTIVE POSITIONS

RECOMMENDATION: That the City Council approve and authorize the City Manager to execute amendments to the Compensation and Benefit Profiles, regarding wages, hours and other terms and conditions of employment for unrepresented employees in the Executive Management employee group; adopt resolutions setting salaries for appointive executive positions; and authorize the City Manager to make non-substantive revisions which may be necessary to implement the profile.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner

FISCAL IMPACT: The estimated additional annual cost of the compensation changes across all funds is $652,776 for Fiscal Year 2023-24 and $733,474 for Fiscal Year 2024-25. The estimated General Fund portion is $261,110 for Fiscal Year 2023-24, and $293,389 for the following fiscal year. Appropriations for the first year of the agreement have been included in the Adopted Fiscal Year 2023-24 Operating Budget.

BACKGROUND & ANALYSIS: For unrepresented employee groups, the compensation and benefits profile (Profile) for each group describes the compensation, benefits, and other relevant employment provisions as approved by the City Council. The Executive Management Profile is a summary of benefits and compensation practices adopted by the City Council to be applied on an ongoing basis. The provisions of this document apply to all employees appointed to Executive Management positions and all elected officials to the extent the provisions are not in conflict with governing statutes.

The City recognizes the importance of maintaining its fiscally conservative approach while also attempting to provide a competitive compensation and benefit package to its employees. It is therefore recommended that amendments be made to the Executive Management Profile to

coincide with modifications previously approved for all other represented and non-represented employee groups. These amendments, effective August 13, 2023, include: a new salary range for Executive Management classifications and range adjustments effective July 14, 2024; providing the City Manager authority to determine a classification's placement at a pre-approved "EX" range; a pay for performance bonus plan; an increase in vehicle expense reimbursement; an increase to the City's contribution to deferred compensation plans; a new Executive Dental Plan; additional management leave; a new health/wellness reimbursement; and modification to the City's contributions for health care premiums, as well as minor technical revisions to the current Compensation and Benefits Profile.

Additionally, as part of being the employer of choice, it is recommended that eligible employees in this Executive Management group receive a 40-hour paid maternity/paternity leave benefit for the birth or adoption of a child.

As required by Ontario Municipal Code Section 2-3.106, the City Council must set the salary for the City Manager by resolution, and such salary is consistent with the salary table contained in the proposed resolution. Additionally, California Government Code Section 36506 requires the City Council to set the salaries for appointive positions in the Executive Management group by resolution, and such salaries are consistent with the salary range table contained in the Executive Management Compensation and Benefits Profile.

These amendments will provide the City of Ontario with added economic certainty for budget forecasting in upcoming years while reflecting the positive partnership between the unrepresented group employees and the City of Ontario.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, TO APPROVE THE SALARY RANGES FOR APPOINTIVE POSITIONS OF CITY MANAGER, FIRE CHIEF, AND POLICE CHIEF.

WHEREAS, the Municipal Code of the City of Ontario, California (the "City") provides at Sections 2-3.204 and 2-3.305, respectively, that the positions of Fire Chief and Police Chief shall be appointed by the City Manager; and

WHEREAS, California Government Code Section 36506 requires the City Council to fix the compensation of appointive officers; and

WHEREAS, the City Manager has recommended that the City's base salary ranges for the positions of Fire Chief and Police Chief in order to allow the City to attract and retain highly qualified individuals and to minimize pay compaction; and

WHEREAS, the City Manager and the City entered into an Employment Agreement by which the City agreed to employ Mr. Scott Ochoa as its City Manager effective November 20, 2017; and

WHEREAS, under the terms of the Employment Agreement, the appointive position of City Manager would receive those salary range adjustments and benefits set forth in the Compensation and Benefits Profile for Executive Management; and other terms and conditions as described in the Employment Agreement; and

WHEREAS, the Municipal Code of the City of Ontario, California provides at Section 2-3.103 that the City Council fix the City Manager's salary by resolution and Government Code Section 36506 requires the City Council to fix the compensation of appointive officers; and

WHEREAS the base salary range increases recommended for City Manager shall be consistent and approximately aligned the with the negotiated salary ranges of similar classifications within the City’s survey market as follows:

- Effective August 13, 2023, place in executive compensation range EX__ and fix his base salary compensation at $_____.

- Effective July 14, 2024, place in executive compensation range EX__ and fix his base salary compensation at $_____; and

WHEREAS the base salary range increases recommended by the City Manager for the positions of Fire Chief and Police Chief be consistent and approximately aligned the with the negotiated salary ranges of similar classifications within the City’s survey market as follows:

- Effective August 13, 2023, for the position of Fire Chief, place in executive compensation range EX__. The current incumbent's base salary range is $27,844.27 per month.
- Effective August 13, 2023, for the position of Police Chief, place in executive compensation range EX__. The current incumbent's base salary range is $28,979.60 per month.
- Effective July 14, 2024, for the position of Fire Chief, place in executive compensation range EX__.
- Effective July 14, 2024, for the position of Police Chief, place in executive compensation range EX__.

NOW THEREFORE, be it resolved, by the City Council of the City of Ontario hereby amends the salary range for the position of City Manager, Fire Chief and Police Chief as reflected in Exhibit "A" attached hereto and shall become effective immediately upon adoption as designated above.

SECTION 1. Signature and Attestation. The Mayor of the City shall sign this Resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

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

PASSED, APPROVED, AND ADOPTED this 15th day of August 2023.

_____
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. 2023- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held August 15, 2023 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. 2023- duly passed and adopted by the Ontario City Council at their regular meeting held August 15, 2023.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

APPENDIX A

EXECUTIVE MANAGEMENT COMPENSATION RANGES
EFFECTIVE AUGUST 13, 2023

RANGE	MINIMUM	MEDIAN	MAXIMUM
EX1	$ 14,972.79	$ 17,443.30	$ 19,913.81
EX2	$ 15,721.43	$ 18,315.47	$ 20,909.50
EX3	$ 16,507.50	$ 19,231.24	$ 21,954.98
EX4	$ 17,332.88	$ 20,192.80	$ 23,052.73
EX5	$ 18,199.52	$ 21,202.44	$ 24,205.36
EX6	$ 19,109.50	$ 22,262.56	$ 25,415.63
EX7	$ 20,064.97	$ 23,375.69	$ 26,686.41
EX8	$ 21,068.22	$ 24,544.48	$ 28,020.73
EX9	$ 22,121.63	$ 25,771.70	$ 29,421.77
EX10	$ 23,227.71	$ 27,060.29	$ 30,892.86
EX11	$ 24,389.10	$ 28,413.30	$ 32,437.50

EXECUTIVE MANAGEMENT COMPENSATION RANGES
EFFECTIVE JULY 14, 2024

RANGE	MINIMUM	MEDIAN	MAXIMUM
EX1	$ 16,395.21	$ 13,911.47	$ 21,805.62
EX2	$ 17,214.97	$ 14,607.04	$ 22,895.91
EX3	$ 18,075.72	$ 15,337.39	$ 24,040.70
EX4	$ 18,979.50	$ 16,104.26	$ 25,242.74
EX5	$ 19,928.48	$ 16,909.47	$ 26,504.87
EX6	$ 20,924.90	$ 17,754.95	$ 27,830.12
EX7	$ 21,971.14	$ 18,642.69	$ 29,221.62
EX8	$ 23,069.70	$ 19,574.83	$ 30,682.70
EX9	$ 24,223.19	$ 20,553.57	$ 32,216.84
EX10	$ 25,434.35	$ 21,581.25	$ 33,827.68
EX11	$ 26,706.06	$ 22,660.31	$ 35,519.06

*These ranges are pre-approved by the City Council for executive compensation. The City Manager shall determine assignment to a range based on market and/or experience.

**Actual rates will be calculated by the City's payroll system and may vary by a fraction of a cent.*

Compensation and Benefits Profile

For

City of Ontario

Executive

Management

~~July 1~~August 15, ~~2021~~ 2023

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Article I. ~~Article I.~~ ADMINISTRATION

Section 1.01 Introduction

The Executive Management Compensation/Benefit Profile is a summary of benefits and compensation practices adopted by the City Council over several years to be applied on an ongoing basis. The provisions of this document apply to all employees appointed to Executive Management positions (hereinafter known as employee); and all elected officials to the extent the provisions are not in conflict with governing statutes.

This document sets forth policies and procedures to follow in implementing and administering this Executive Management Compensation/Benefit program. The various sections and provisions of the Government Code, Municipal Code, Personnel Rules and Regulations, and the "Employment Policies" in the City's Online Policy Center in effect and applicable to the above mentioned positions will remain in effect unless expressly superseded by provisions within this document.

The terms and conditions of employment for the City Manager and other Executive Management employees may also be addressed in individual employment contracts. Such contracts are considered to be supplemental to this document to address terms and conditions of employment that may not be addressed in this document. However, if an individual's employment agreement is in conflict with this document, then the provisions of the agreement will supersede the provisions of this document.

Employees in Executive Management positions are considered to serve at the will and pleasure of the City Manager. The appointment of a person to a position in the Executive Management Group will not require the establishment of an eligibility list. Appointment and termination actions relating to the Police Chief and Fire Chief positions are subject to confirmation by the City Council.

Section 1.02 Purpose

Persons employed in Executive Management positions are not represented by an employee organization.

This Executive Management Compensation/Benefit Profile is intended as a comprehensive document to define and describe the forms and amounts of compensation and benefits for Executive Management employees and elected officials. This comprehensive document is intended to reflect all City Council actions in effect relating to the Executive Management Compensation Program.

The various forms of compensation and benefits described in this comprehensive document recognize that employees in Executive Management positions should be compensated appropriately for exhibiting accountability, cost effectiveness, application of new technologies and maximizing the utilization of human, physical and fiscal resources; for exerting leadership to enhance the mission and future of the City; and for stimulating the development of people and methods which will facilitate the meeting of program goals and objectives.

Section 1.03 Objectives of the Plan Relative to Executive Management

A. Recruit and retain ~~well~~ expert and resourceful ~~qualified~~ Executive Managers and enhance their management capabilities in areas such as leadership and accountability.

B. Facilitate and enhance effectiveness and productive efforts of Executive Managers through evaluations of performance and the recognition of merit in determining compensation.

C. Enable the City Manager, who is in the best position to judge merit and value to the City of an Executive Management employee's performance, to appropriately compensate Executive Management employees in recognition of such value.

Article II. COMPENSATION

Section 2.01 Pay Plan and Benefit Review

Salary and benefit levels will be reviewed on a periodic basis. Such review will contain comparisons with other similar agencies within the appropriate job market. Such comparisons will be utilized to recommend competitive salary and benefit levels for Executive Management positions. Salary and benefit levels for individual positions may be adjusted from time-to-time, with the approval of the City Council (or City Manager, if appointed as its designee).

Section 2.02 Compensation Adjustment

A. Compensation and benefit levels for positions in this group may be modified from time to time by the City Council by amendment to this document, or by the City Manager as authorized by the City Council. ~~The salary ranges shall be increased for non-safety related Executive Group classifications as follows:~~

~~A.~~

~~A. Effective July 4, 2021, base salary ranges shall increase by 2%.~~

~~B. Effective July 3, 2022, base salary ranges shall increase by 2%.~~

~~C. The salary ranges for the Public Safety related Executive Management classifications of Fire Chief and Police Chief shall be increased with the same frequency and percentage as the classifications represented by the Fire Management Group or the Police Management Group, respectively. The salary ranges shall be increased as follows:~~

B. ~~Effective January 2, 2022, the Police Chief and Fire Chief base salary range shall increase by 2%.~~ Effective ~~July 1~~August 15, 2023, the City adopted a compensation grade table for Executive Management classifications. Each classification is associated with a specific compensation grade as identified in Appendix A.

C. The City Manager shall assign each Executive Management classification, ~~not~~ excluding the City Manager classification, to a compensation grade consistent with Section 2.01. Salary compensation for the City Manager classification shall be determined by the City Council.

~~D. The Executive Management Salary Range Table (Appendix A) is established to provide the minimum and maximum monthly salary levels for Executive Management positions.~~

D. The City Manager is responsible for determination of each individual employee's salary rate within the assigned salary range. Such determination will be based on job performance and/or other competitive and economic factors.

~~C.~~E. The Ontario Municipal Code provides that the City Council determine the City Manager's salary compensation range by resolution. Consistent with California Government Code Section 36506, the City Council shall determine the compensation range of appointive officers including the Police Chief and Fire Chief.

~~D.~~F. Salary compensation for elected officials of the City is determined in accordance with Ontario Municipal Code provisions and State law. Elected officials may also receive compensation for attendance at meetings of the Ontario Housing Authority and other applicable boards as authorized. Such compensation is determined by the City Council by resolution or ordinance and may be reviewed on a periodic basis.

Section 2.03 Management Incentive Pay

~~Effective the pay period including January 1, 2021,~~ Public Safety Executive Management classifications, Police Chief and Fire Chief, shall receive Management Incentive Pay at the rate of five (5) hours per pay period, for a total of one hundred and thirty hours (130) per calendar year in recognition of their full-time duties performed during normal working hours that pertain to the unique nature of their job. Such hours shall not be used as time off and shall be paid as salary compensation at the employee's base rate of pay.

Section 2.04 Pay For Performance

Employees in the Executive Management Group shall be eligible for Pay for Performance Bonus designed, as part of the annual evaluation process, to reward either singular achievement during the course of the evaluation year or superlative overall achievement. Examples include but are not limited to the completion of a major assigned project on time or under budget; enabling significant cost savings to the City; or making significant improvements to the efficiency of established practices.

Employees whose base salary compensation is below the maximum of their classification's assigned compensation range will be eligible for a combination of a merit increase (up to the range's maximum) and one-time non-PERSable bonuses that do not exceed an amount that is five (5) percent above the annual maximum base compensation for their classification. Employees whose base salary compensation is at the maximum of their classification's assigned compensation range will be eligible for one-time non-PERSable bonuses that do not exceed an amount that is five (5) percent above the annual maximum base compensation for their classification. Additionally, a one-time non-PERSable bonus, from one (1) to five (5) percent can be awarded in lieu of a merit increase.

Any bonus granted under this program is at the sole discretion of the City Manager. Any bonus awarded under this program, is one time and is not considered part of base salary, nor is there any intention that any bonus serve as the basis for any future compensation.

~~**Section 2.04 Section 2.04 American Rescue Plan Act Premium**~~

~~The American Rescue Plan Act (ARPA) provided federal relief funds to local government agencies for certain uses. Among those uses include premium pay for employees who perform essential work during the COVID-19 pandemic.~~

~~In recognition of Ontario employees' contributions and their continued diligence in providing essential services through the COVID-19 pandemic, active employees (with a probability of continued employment) as of January 28, 2022, will receive a one-time lump-sum payment as follows:~~

~~Assigned Agency (as of January 28, 2022)~~	~~American Rescue Plan Act Payment Amount~~
~~Ontario Fire Department; Ontario Police Department~~	~~$10,000~~
~~All other Agencies~~	~~$7,500~~

~~The ARPA Premium Payment is not pensionable and is taxed in accordance with IRS regulations.~~

~~The ARPA Premium Payment will be issued in a separate paper check on or before February 25, 2022.~~

Article III. BENEFITS

Section 3.01 ~~—~~Health Insurance Contribution

Active and retired employees and elected officials are eligible to participate in the City health insurance program. The City contributes up to a maximum of $563 per month toward health insurance premiums for active and retired employees and elected officials. This amount is inclusive of the minimum statutory employer contribution under CalPERS medical (PEMHCA) for active employees and elected officials who choose to enroll in the City's medical plan. The contribution rate is provided to cover actual premium costs based upon the enrolment of the employee or elected official and eligible dependents.

~~In addition,~~ Rretirees from the position of Fire Chief hired into a regular position prior to July 1, 2012, shall receive a reimbursement from the City that will provide the same amount of retiree medical contributions as for retirees from the Fire Management Group hired prior to July 1, 2012.

Retirees from the position of Police Chief hired into a regular position prior to July 1, 2012, shall receive a reimbursement from the City that will provide the same amount of retiree medical contribution as for retirees from the Police Management Group hired prior to July 1, 2012.

Section 3.02 City Contributions to Cafeteria Plan Benefits

The City will maintain an IRS Code Section 125 qualifying Cafeteria Plan to allow employees and elected officials to pay for pre-tax medical, dental and vision benefits.

Employees or elected officials must enroll in a City offered medical insurance plan unless the employee or elected official satisfies conditions of the eligible opt out arrangement below. The City's lowest cost employee-only plan satisfies the Federal Poverty Line Safe Harbor under the Patient Protection and Affordable Care Act.

City Contributions: Active employees and elected officials, except the Fire Chief and Police Chief, will receive a Cafeteria Plan Contribution of $1,300 per month, inclusive of the Health Insurance Contribution set forth in Section 3.01.

After enrolling in selected coverage, eligible employees may take the remainder of the City's contribution as cash. For elected officials, any unapplied amounts will be directed to the deferred compensation 401(a) plan.

Beginning, January 1, 2018, for eligible employees and elected officials who enroll in coverage, the monthly City Contribution, inclusive of the Health Insurance Contribution set forth in Section 3.01, shall be equal to the corresponding Kaiser plan premium for the region in which the employee or elected official is enrolled and as reflected on the CalPERS monthly billing statement and shall not be less than $1,300 per month.

Beginning January 1, 2018, only those eligible employees enrolled in coverage with a monthly City contribution of $1,300 per month may take the remainder of the City's Contribution as cash. For elected officials, any unapplied amounts will be directed to the deferred compensation 401(a) plan.

Beginning January 1, 2024, ~~for~~ eligible employees and elected officials who enroll in coverage, the monthly City Contribution, inclusive of the Health Insurance Contribution set forth in Section 3.01, shall be equal to the average of the monthly premium amounts for the CalPERS Health Plans for the region that includes the City of Ontario and shall not be less than $1,300 per month.

Beginning January 1, 2024, only those eligible employees enrolled in health care coverage with a monthly premium of less than the average of the monthly premium amounts for the CalPERS Health Plans for the region that includes the City of Ontario may take the remainder of the City's Contribution as cash. For elected officials, any unapplied amounts will be directed to the deferred compensation 401(a) plan.

For purposed of the Affordable Care Act's employer mandate, the amount of the lowest cost plan offered to the Eligible Employee and Elected Officials is considered a Health Flex Contribution. A Health Flex Contribution cannot be cashed out or applied to other benefits.

If payments for the individual employee or elected official's selected benefits exceed the City Contribution, the balance will be paid by salary deductions from the pay of the individual employee or elected official.

Cash-in-Lieu Option: An Eligible Employee or Elected Official will be eligible to receive cash-~~inlieu~~in lieu of $1,300 per month instead of enrolling in a City offered medical insurance plan only if the following conditions are satisfied:

1. The employee or elected official signs a form attesting that the employee or elected official and the employee or elected official's Tax Family have the Alternative Required Coverage for the Opt-Out Period.

    a. Tax Family means all individuals for whom the employee or elected official intends to claim a personal exemption deduction for the taxable year or years that begin or end in or with the City's plan year to which the opt out applies.

b. Alternative Required Coverage required means minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California).

c. Opt-Out Period means the plan year to which the opt-out arrangement applies.

2. An employee or elected official must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year for each plan year the employee or elected official would like to receive cash in lieu.

3. The cash in lieu payment cannot be made and the City will not in fact make payment if the City knows or has reason to know that the employee, elected official or a Tax Family member does not have such alternative coverage, or if the conditions in this Section) are not otherwise satisfied.

The active Fire Chief shall receive the same contribution toward medical insurance premiums as active employees in the Fire Management Group, but not less than the amount provided to other Executive Group employees. The active Police Chief shall receive the same contribution toward medical insurance premiums as active employees in the Police Management Group, but not less than the amount provided to other Executive Group employees.

Section 3.03 Dental Insurance

The City will contribute the full premium amount toward the cost of coverage the individual and eligible dependents in the City's ~~basic~~ Executive Dental Plan~~dental insurance programs~~ for active employees and elected officials. Employees or elected officials who do not enroll in the City Executive Dental ~~dental plan~~Plan will not receive employer contribution for dental premiums.

Section 3.04 Vision Care Insurance

The City will contribute the full premium amount toward the cost of coverage for the individual and eligible dependents in the City's Executive Vision Program for active employees and elected officials. Employees and elected officials who do not enroll in the Executive City Vision Plan will not receive employer contributions for vision premiums.

Section 3.05 Short-Term and Long-Term Disability

The City will contribute the full premium amount toward the cost of coverage for the individuals in the City designated short-term and long-term disability programs for active employees.

Section 3.06 Life Insurance

The City will contribute the full premium amount toward the cost of group term life insurance coverage in the amount of $106,000 for basic life and $109,000 for accidental death or dismemberment for active employees and elected officials with the exception of the employees in the Police Chief and Fire Chief classifications.

For employees in the Police Chief classification, the City will contribute the full premium amount toward the cost of group term life insurance coverage equal to the basic life insurance and accidental death and dismemberment insurance provided to employees in the Ontario Police Management Group but not less than the amount provided to other Executive Group employees.

For employees in the Fire Chief classification, the City will contribute the full premium amount toward the cost of group term life insurance coverage equal to the basic life insurance and accidental death and dismemberment insurance provided to employees in the Ontario Fire Management Group but not less than the amount provided to other Executive Group employees.

Section 3.07 Employee Assistance Program

The City maintains an employee assistance program for active employees and elected officials. Confidentiality regarding employee and elected official use of this program will be maintained in full compliance with State and Federal Regulations.

Section 3.08 Deferred Compensation

A. Active employees and elected officials may voluntarily contribute to the City's 457(b) deferred compensation plan in accordance with plan provisions.

B. The City has established a 401(a) money purchase plan for employer deferred compensation contributions. The City will make the following contributions to the extent permitted by law:

1. For active employees, The City will contribute ~~7.58~~% of the employee's base salary, up to the maximum amount established by the relevant sections of the tax codes.

2. For elected officials, any excess fringe benefit contributions not used for medical or dental premiums shall be contributed to the 401(a) plan.

3. For elected officials who do not elect to become a member of the CalPERS retirement plan pursuant to Government Code Section 20322, any eligible contribution amount that the City's pays on the elected official's behalf shall be contributed to the 401(a) plan.

Section 3.09 Vehicle Expense Reimbursement Allowance

A. From time-to-time the City Manager may assign a City-owned vehicle to an individual employee in an Executive Management position. Positions in this group not assigned a vehicle may receive a monthly stipend of $~~500~~ 600 as reimbursement for use of the individual's private vehicle for City business. The City Manager may adjust such stipend in accordance with levels of activity and operational necessity by group or individual position.

B. The City Manager may be assigned a City-owned vehicle. Alternatively, the City Manager may receive a monthly stipend as reimbursement for use of the individual's private vehicle for City business in accordance with the employee's employment contract. The Mayor shall be eligible to receive the same monthly stipend as reimbursement for the use of the Mayor's private vehicle as is available to the City Manager.

Section 3.10 Expense Reimbursement

A. In situations where expenses are incurred on a frequent or regular basis, the City Manager may designate a monthly reimbursement amount to cover such ongoing

expenses. It is the individual's responsibility to maintain appropriate records of such expenses.

B. Elected officials are eligible to receive designated allowance amounts in recognition of expenses incurred on a regular basis. Elected officials are eligible for reimbursement of expenses incurred on City business in accordance with the City's Travel Policy.

C. Elected officials are eligible to receive electronic communication devices provided by the City, including cellular phones, facsimile machines, pagers, personal digital assistants (PDA), portable personal computers, and other wireless communications devices. City-provided devices shall remain the property of the City. The City shall be responsible for the initial connection fees and on-going fixed-rate basic service costs related to such devices. The City will also provide fixed-rate internet access, including telephone service costs, for elected officials for the purpose of sending and receiving electronic mail messages related to City business and to provide access to City computer networks. Elected officials shall incur any other variable service charges related to City and personal use of such devices and shall receive an allowance of $175 per month, as reimbursement for the charges incurred for City business.

D. Active Executive Management employees and elected officials shall be eligible for City reimbursement of medical, dental or vision care expenses that are not covered by the City's group plans incurred for themselves and their dependents. To be eligible, such expenses must have been incurred for medical, dental, or vision care expenses for the employee or elected official and the employee's dependents who are currently enrolled in any of the City's group plans. Such expenses may include plan premiums, deductibles, co-payments and other related expenses, including the expenses related to an annual physical examination. Payments shall not cover transportation expenses related to medical, dental or vision care. Each active Executive Management employee and elected official may receive a maximum amount of $2,500 each calendar year. Reimbursements or direct payments shall be made based on submitted invoices, bills, receipts or other documentation that shows proof of payment.

Section 3.11 Flexible Spending Account

Active employees and elected officials shall be eligible to participate in the City's Flexible Spending Account (FSA) plan. An FSA allows an employee or elected official to make pre-tax deduction for qualifying medical, dental and vision expenses or dependent care expenses. The plan is established and administered in accordance with Section 125 of the Internal Revenue Service Code.

Section 3.12 Uniform Allowance

Safety employees of the group who wear their uniforms in public ceremonies or for operational necessity are entitled to a uniform allowance equal to that received by comparable safety management employees. Specifically, the Fire Chief shall receive $2,600 annually in the second paycheck in July for the purchase and maintenance of uniforms. The Police Chief shall receive $950 annually in the first paycheck in November for the maintenance, cleaning and normal repair of uniforms.

Section 3.13 Service Weapon Upon Retirement or Honorable Resignation

Upon retirement or honorable resignation, the Police Chief has the option to purchase the employee's service weapon under the same conditions and procedures in effect for all other police safety personnel.

Article IV. RETIREMENT/END OF SERVICE

Section 4.01 CalPERS Contribution

A. Classic Member

1. A classic member is defined as an individual who meets the definition of "classic" member for purposes of retirement pension benefits in accordance with the Public Employees Pension Reform Act of 2013. Generally, this includes individuals that were hired before January 1, 2013, in the California Public Employees Retirement System (CalPERS) or a reciprocal retirement system with no break in service longer than six months. CalPERS ultimately determines who is a classic member in compliance with the law.

2. Classic miscellaneous CalPERS members shall be eligible for the 2.5% @ 55 Full and Modified Formula of Local Miscellaneous Members including integration with Social Security. This also includes the optional benefit of Government Code Section 20042, Highest Single Year.

3. All miscellaneous classic members shall pay the employee's contribution of eight (8%) percent as a pre-tax deduction to CalPERS.

4. Classic safety CalPERS members shall be eligible for the 3% @ 50 Full and Modified Formula of Local Safety Members. This also includes the optional benefit of Government Code Section 20042, Highest Single Year.

~~4.~~5. The Fire Chief and Police Chief, safety classic members, shall pay the same employee contribution as employees in the Police Management Group as a pre-tax deduction to CalPERS.

B. New Member

1. A new member is defined as an individual who meets the definition of "new" member for purposes of retirement pension benefits pursuant to the Public Employees Pension Reform Act of 2013. Generally, this includes individuals that were hired into a regular position on or after January 1, 2013 or former members who have more than a six-month break in service. CalPERS ultimately determines who is a new member in compliance with the law.

2. New miscellaneous members shall be eligible for the 2% @ 62 Formula for Local Miscellaneous Members including integration with Social Security.

3. The employee contribution for new miscellaneous members shall be one-half the normal cost, as determined by CalPERS. As of July 2013, the required employee

contribution of new miscellaneous members is 6.25%. This amount will be adjusted periodically by CalPERS.

4. New safety members shall be eligible for the 2.7% @ 57 Formula for Local Safety Members.

5. The employee contribution of new safety members shall be one-half the normal cost, as determined by CalPERS. As of July 2013, the required employee contribution of new fire safety members is 11.25%. The required employee contribution of the new police safety members is 12.75%. This amount will be adjusted periodically by CalPERS.

C. Elected Officials

1. Elected officials are eligible for membership in CalPERS under the City's Miscellaneous Employees Group contract with CalPERS. CalPERS membership is optional for elected officials per Government Code Section 20322.

2. The City will pay the 8% (of salary) employee's contribution on behalf of elected officials who elect CalPERS membership. If membership is declined, the City will contribute an equal amount into a 401(a) money purchase plan.

Section 4.02 Post-Termination Compensation

In recognition that appointed Executive Management employees serve at the will and pleasure of the City Manager, the City Manager may extend the compensation and benefits of employees whom are terminated from City employment. The period of such post-termination compensation shall be determined by the City Manager and may be included in the terms of a contractual agreement between the employee and the City made at the time the individual is hired or promoted.

Section 4.03 Continuation of Health Benefits/Life Benefits

Only certain specified employees hired prior to November 10, 1995, and whose rights were vested pursuant to authorization granted to the City Manager by Resolution No. 95-122, are eligible for this benefit. For such specified Executive Management employees, continuation of insurance coverage shall be subject to the following conditions. Additionally, the provisions of Government Code Sections 53201 and 53208.5 shall apply and shall supersede these conditions to the extent there are any conflicts.

"Upon termination of City service, the City will upon request, continue health benefits or life insurance for individuals covered by this document. Such coverage may be in the form of PERS Health if applicable, or any other available equivalent health or life insurance plan. Eligibility is determined by no less than five years of executive level City service or one consecutive full four-year term in office.

This provision does not preclude individuals from participating in the PERS Health Plan, if eligible. The continuation of this program will be reviewed on an on-going basis relative to cost and levels of participation."

Section 4.04 Health and Wellness Reimbursement

Effective July 1, 2024, employees shall be reimbursed up to $1,000 each fiscal year for eligible health and wellness related expenses incurred for themselves and their eligible dependents that are not otherwise covered by the City's group plans. Such expenses may include: out-of-pocket health plan premiums; health plan deductibles; gym/fitness club membership fees; sports activities or fees; sports clothing (footwear, equipment, training and wearable fitness devices); outdoor/indoor equipment fees and rentals; subscriptions and fees for virtual/online home fitness classes or fitness / health related applications; medical testing (biometric testing, fitness, BMI assessment); holistic healing and acupuncture; massage therapy; lessons or personal training; state or national park passes; art supplies; musical instruments; hobby and craft supplies; learning tools (applications, software or online subscriptions), or any other health and wellness related expense as determined by the Executive Director Human Resources / Risk Management. Reimbursements shall be made at designated times twice each year pursuant to the program provisions. Upon hire or promotion, employees will be eligible for a prorated reimbursement for the current fiscal year.

Article V. Leaves

Section 5.01 Holidays

The following paid holidays will be observed on the day specified.

New Year's Day	January 1st
Martin Luther King's Birthday	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving Day	Day after 4th Thursday in November
Christmas Eve	December 24th
Christmas Day	December 25th
New Year's Eve	December 31st

A. Any holiday listed in provision 5.01 which falls on Sunday will be observed on the following Monday.

B. Employees will receive holiday hours in accordance with their regular workday not to exceed 10 hours per holiday.

C. If a holiday falls on the employee's normal day off, the employee will receive annual leave equal to the employee's regular workday, not to exceed 10 hours per holiday.

D. At the City Manager's discretion, City Hall may be closed between and including Christmas Eve through New Year's Day. During this time, employees shall use accrued annual leave or management leave to cover this period of closure.

Section 5.02 Management Leave

Employees receive 48 hours at the first pay period ending in January to be used at their discretion. Effective January 1, 2024, employees will ~~–~~receive 72 hours of management leave ~~with~~ at the first pay period ending in January of each year to be used at their discretion. Employees hired or promoted after that date shall receive a pro-rated amount of such leave. All such leave must be utilized as time-off during the calendar year and will not carry over to the succeeding calendar year. Such leave will not be converted to compensation upon separation from employment.

Section 5.03 Bereavement Leave

A. In the event of a death in an Executive Management employee's immediate family, the employee shall be granted three (3) working days of paid bereavement leave. Such bereavement leave shall not be charged against any accrued annual leave or management leave. Employees shall be granted an additional two (2) working days of unpaid bereavement leave in the event of a death in the employee's immediate family member. The employee may elect to use accrued time off including annual leave or management leave to cover the unpaid portion of their bereavement leave.

B. A total of five (5) working days of paid bereavement leave shall be granted if there is a death in the immediate family outside the State boundaries or in excess of 250 miles from the employee's home. Such bereavement leave shall not be charged against the employee's annual leave or management leave.

C. Bereavement leave shall be completed within three (3) months of the date of death of the immediate family member. The days of bereavement leave need not be consecutive.

D. Immediate family for this provision is defined as the following relationships relative to the employee: child, including biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis; biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; spouse; registered domestic partner; grandparent; grandchild; sibling; or any other relationship included in the definition of "family member" in California labor code section 245.5 (4)(c) or successor legislation.

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~~Employees receive three (3) working days of paid leave for bereavement purposes upon the death of a member of the employee's immediate family. Immediate family for this provision is defined as the following relationships relative to the employee: child, including biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis; biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; spouse; registered domestic partner; grandparent; grandchild; sibling; or any other relationship included in the definition of "family member" in California labor code section 245.5 (4)(c) or successor legislation. Employees may receive an additional two (2) working days of paid leave if the deceased family member resided outside the state boundaries or in excess of 250 miles from the employee's home.~~

~~Section 5.04~~

~~Section 5.05~~Section 5.04 **Annual Leave**

A. Accruals

1. The purpose of this leave is to provide employees in the Executive Management Group the ability to accrue time for vacation, sick leave and personal leave situations. Annual leave accrual rates are based on year of service as follows:

Year of Service	**Annual Leave Hours Earned Per Year**
1 – 3	192
4	200
5 – 8	216
~~Year of Service~~	~~Annual Leave Hours Earned Per Year~~
9 – 10	224
11	232
12	240
13	248
14	256
15	264
16+	272

2. One 26th (1/26) of such annual leave amount shall accrue each pay period.

3. The City Manager may authorize a higher accrual rate, not to exceed the maximum accrual rate, as needed for recruitment, retention or other business needs. The higher accrual rate will be authorized in terms of additional years of service and, once set, the accrual rate will continue to adjust with additional service credit in accordance with the accrual rate schedule above.

4. The maximum annual leave balance shall be 800 hours. Employees shall not accrue annual leave above 800 hours.

B. Leave Conversions

1. Employees may convert up to 240 hours of accrued Annual Leave to salary compensation per calendar year as follows:

~~Request Due Date~~	~~Payment Date~~
~~2nd Friday in May~~	~~1st Payday in June~~
~~2nd Friday in November~~	~~1st Payday in December~~

Request Due Date	Payment Date
2nd Friday in May	1st Payday in June
2nd Friday in November	1st Payday in December

2. Employees may convert a minimum of 8 hours and a maximum of 240 hours at each opportunity, but the total number of hours converted per calendar year shall not exceed 240 total hours.

3. Employees who are promoted to an Executive Management position must convert all accumulated Vacation Leave and Sick Leave to Annual Leave at the time of promotion. Also, employees in the Executive Management Group with retained Sick Leave and Vacation Leave balances that were accumulated under previous City policies may convert such balances to Annual Leave hours subject to approval of the City Manager.

4. Vacation Leave and Sick Leave accrual balances will be converted at the following rates:

   a. Each accumulated hour of Sick Leave will be converted to .6 hours of Annual Leave. After the conversion, there will be no Sick Leave balance.
   b. Each accumulated hour of Vacation Leave will be converted to 1 hour of Annual Leave.

5. In accordance with 26 CFR 1.451-2 effective January 1, 2025, and continuing thereafter, unit employees must submit an irrevocable election form, by no later than December 15th of the proceeding calendar year to convert the following hours to cash:

   Accrued Annual Leave - An amount which may not exceed the number of annual leave hours the individual employee may accrue in the following calendar year.

   The cash-out election is for hours to be accrued or received in the calendar year following submission of the irrevocable election form.

6. The total combined number of annual hours converted per calendar year shall not exceed 300 hours.

7. The payment shall be made via payroll and employees may elect to receive the cash out in the first payday in June and/or the first payday in December, but the request must be submitted by December 15th of the year prior.

8. Employees who do not submit an irrevocable election form by December 15th will be deemed as foregoing participation in the optional annual leave conversion program for the following calendar year.

9. In the event an employee has less hours in their annual leave bank at the time the cash-out is to be paid than they had previously elected to cash-out, the employee shall only be paid for up to the amount remaining in their annual leave bank at the time of the actual cash-out.

10. If an employee makes an irrevocable election to cash-out annual leave in the following calendar year and uses such leave in that subsequent calendar year, the annual leave used will come from the annual leave the employee had earned (if any) prior to January 1st of the calendar year the employee has elected to cash-out. The employee's use of earned, but unused annual leave accumulated from previous calendar years shall not result in a reduction in the amount of annual leave hours the employee is eligible to cash-out.

~~6.~~11. An employee who experiences an unforeseen emergency may be permitted to make a new irrevocable election and/or to increase the amount of a previous election, subject to the same value that was permitted at the time the annual irrevocable election forms were due.

For these purposes, an "unforeseen emergency" means a financial hardship to the employee resulting from any of the following:

- Accident, illness, injury or death of the employee or an immediate family member. For this purpose, an "immediate family member" is restricted to a spouse, registered domestic partner, child/legal dependent, or parent; or
- Loss or extensive damage to the employee's property due to casualty; or
- Other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the employee.

Whether an occurrence is an unforeseeable emergency shall be solely determined by the Executive Director Human Resources / Risk Management or designee.

12. Any conversion of annual leave hours to cash shall not cause the employee's total amount of accrued annual leave in their annual leave bank to fall below a forty (40) hour minimum balance. Cash-out of accumulated time shall be at the employee's option. Requests for cash-out are to be submitted in a manner prescribed by the City.

~~Section 5.06~~Section 5.05 Paid Parental Leave

A. Each employee shall be granted a paid parental leave of absence not to exceed forty (40) hours per calendar year upon the birth or adoption of the employee's child or children. Any such leave must be taken within six (6) weeks before or after the estimated birth or adoption

date and is subject to the department's established time off or leave of absence approval procedures. Such paid parental leave shall not be charged against the employee's sick leave, vacation leave, annual leave, or accrued compensatory time.

B. The employee may be required to furnish evidence satisfactory to the City of the birth or adoption of the employee's child or children and/or the employee's relationship to the child or children.

C. Paid Parental Leave will be considered as qualifying leave under the California Family Rights Act (CFRA) and the Family Medical Leave Act (FMLA) and shall run concurrently with an entitled unpaid Family Leave (provided that the employee is deemed eligible for CFRA and/or FMLA). Unpaid Family Leave shall be granted in accordance with CFRA and FMLA and the interpreted regulations for those respective statues.

~~Section 5.07~~Section 5.06 Other Leaves - Paid and Unpaid

Executive Management employees are eligible for catastrophic leave and paid leave benefits for jury duty as provided for in the Department Head Profile. Executive Management employees may also be eligible for unpaid leaves of absence as described in the California Rights Act and the Family Medical Leave Act.

Article VI. GENERAL PROVISIONS

Section 6.01 Overpayments, Recovery and Underpayments

In situations involving overpayment to an employee by the City, the employee shall be obliged to repay by payroll deduction the amount of overpayment. The repayment shall occur within the same time frame the overpayment was received by the employee or sooner at the employee's discretion.

Either Human Resources, or the Payroll Department shall provide written documentation showing the calculations of the overpayment to the employee. A meeting may be requested by the employee with the Payroll Department to review the documentation and to discuss the recovery schedule. The repayment schedule, biweekly repayment amount or alternative repayment method (including repayment from personal funds) will be documented in writing.

Extensions to the period for repayment of the overage or an alternative repayment method may be requested by the employee and are subject to the approval of the Executive Director of Finance or their designee. Extensions will be approved only in the case of extreme hardship, and the extended period for repayment will not be longer than one and one-half times as long as the overpayment period.

If the employee leaves employment prior to repayment of overage, the City shall recover the amount owed from the employee's final pay. If the amount owed is greater than the employee's final pay, the City shall initiate a collections process against the employee.

In situations involving underpayment to an employee by the City, the employee shall receive the balance due within the next pay period for which the adjustment can be made, following timely submission of appropriate documentation and necessary approval of the compensation change.

Section 6.02 Direct Deposit and Electronic Pay Advice

A. Employees must make and maintain arrangements for direct deposit of their net paychecks into the financial institution of their choice via electronic fund transfer. Such arrangements shall be made within one month.

~~B.~~ In an ~~extraordinary circumstances/events~~extraordinary circumstances/event that an employee is unable to make arrangements for electronic fund transfer, the employee shall submit a request in writing to the Human Resources Agency to be considered for an exception. Human Resources shall review the request for the Direct Deposit Exemption and may request supporting documentation; and the employee will be notified of the determination.

~~C.~~B.

C. Any Direct Deposit Special Exemption granted may be reviewed periodically for continuation, subject to the approval of the Executive Director Human Resources / Risk Management.

D. The electronic pay advice will be available for employees to view, save and print in the City's Human Resources Information System on the employee's pay day.

Article VII. FINAL SIGNATURE

All terms and conditions set forth in this Compensation and Benefits Profile are hereby effective on the 1st day of July 2023. This Compensation and Benefits Profile supersedes the Compensation and Benefits Profile dated July 1, 2021.

City of Ontario	
Scott Ochoa, City of Ontario	**Date**

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EXECUTIVE MANAGEMENT COMPENSATION RANGES
EFFECTIVE AUGUST 13, 2023

RANGE	MINIMUM	MEDIAN	MAXIMUM
EX1	$ 14,972.79	$ 17,443.30	$ 19,913.81
EX2	$ 15,721.43	$ 18,315.47	$ 20,909.50
EX3	$ 16,507.50	$ 19,231.24	$ 21,954.98
EX4	$ 17,332.88	$ 20,192.80	$ 23,052.73
EX5	$ 18,199.52	$ 21,202.44	$ 24,205.36
EX6	$ 19,109.50	$ 22,262.56	$ 25,415.63
EX7	$ 20,064.97	$ 23,375.69	$ 26,686.41
EX8	$ 21,068.22	$ 24,544.48	$ 28,020.73
EX9	$ 22,121.63	$ 25,771.70	$ 29,421.77
EX10	$ 23,227.71	$ 27,060.29	$ 30,892.86
EX11	$ 24,389.10	$ 28,413.30	$ 32,437.50

EXECUTIVE MANAGEMENT COMPENSATION RANGES
EFFECTIVE JULY 14, 2024

RANGE	MINIMUM	MEDIAN	MAXIMUM
EX1	$ 16,395.21	$ 13,911.47	$ 21,805.62
EX2	$ 17,214.97	$ 14,607.04	$ 22,895.91
EX3	$ 18,075.72	$ 15,337.39	$ 24,040.70
EX4	$ 18,979.50	$ 16,104.26	$ 25,242.74
EX5	$ 19,928.48	$ 16,909.47	$ 26,504.87
EX6	$ 20,924.90	$ 17,754.95	$ 27,830.12
EX7	$ 21,971.14	$ 18,642.69	$ 29,221.62
EX8	$ 23,069.70	$ 19,574.83	$ 30,682.70
EX9	$ 24,223.19	$ 20,553.57	$ 32,216.84
EX10	$ 25,434.35	$ 21,581.25	$ 33,827.68
EX11	$ 26,706.06	$ 22,660.31	$ 35,519.06

*These ranges are pre-approved by the City Council for executive compensation. The City Manager shall determine assignment to a range based on market and/or experience.

Classification		July 4, 2021	January 2, 2022	July 3, 2022
		Monthly Rate	Monthly Rate	Monthly Rate
Assistant City Manager	Min	$14,930.93	$14,930.93	$15,230.80
	Max	$20,006.13	$20,006.13	$20,406.53
City Manager	Min	$27,958.67	$27,958.67	$28,518.53
	Max	$30,208.53	$30,208.53	$30,813.47
Executive Director Community Development	Min	$16,425.07	$16,425.07	$16,754.40
	Max	$22,006.40	$22,006.40	$22,446.67
Executive Director Community Life and Culture	Min	$13,308.53	$13,308.53	$13,575.47
	Max	$17,829.07	$17,829.07	$18,186.13
Executive Director Economic Development	Min	$13,308.53	$13,308.53	$13,575.47
	Max	$17,829.07	$17,829.07	$18,186.13
Executive Director Human Resources / Risk Management	Min	$13,308.53	$13,308.53	$13,575.47
	Max	$17,829.07	$17,829.07	$18,186.13
Executive Director Information Technology	Min	$13,308.53	$13,308.53	$13,575.47
	Max	$17,829.07	$17,829.07	$18,186.13
Executive Director of Finance	Min	$14,930.93	$14,930.93	$15,230.80
	Max	$20,006.13	$20,006.13	$20,406.53
Executive Director Public Works	Min	$14,930.93	$14,930.93	$15,230.80
	Max	$20,006.13	$20,006.13	$20,406.53
Fire Chief**	Min	$20,949.07	$21,368.53	$21,368.53
	Max	$27,298.26	$27,844.27	$27,844.27
Police Chief**	Min	$21,597.33	$22,030.67	$22,030.67
	Max	$28,938.00	$29,516.93	$29,516.93
Utilities General Manager	Min	$16,425.07	$16,425.07	$16,754.40
	Max	$22,006.40	$22,006.40	$22,446.67
Approximate Salaries*				

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CITY OF ONTARIO *Agenda Report* **August 15, 2023**	**SECTION:** **ADMINISTRATIVE REPORTS/DISCUSSION/ACTION**
Department: Economic Development Prepared By: Jennifer Hiramoto Staff Member Presenting: Jennifer McLain Hiramoto, Economic Development Director Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 38

SUBJECT: MEMORANDUM OF UNDERSTANDING WITH RANCHO BASEBALL, LLC

RECOMMENDATION: That the City Council Authorize the City Manager, or designee, to execute a binding Memorandum of Understanding Regarding Baseball Development and Proposed Lease with Rancho Baseball, LLC, and to negotiate a lease Agreement

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the Growth and Evolution of the City's Economy
Focus Resources in Ontario's Commercial and Residential Neighborhoods
Encourage, Provide or Support Enhanced Recreational, Educational, Cultural and Healthy City Programs, Policies and Activities

FISCAL IMPACT: There is not a direct fiscal impact associated with this action.

BACKGROUND & ANALYSIS: The City of Ontario is in the process of developing 200 acres of land generally at the Southeast corner of Vineyard Avenue and E. Riverside Drive ("Site") into the future Ontario Regional Sports Complex. At build out, it will be one of the largest of its kind in Southern California. While designs are still underway, the Regional Sports Complex is envisioned to contain the following:

- Soccer fields
- Football fields
- Baseball and softball fields
- Tennis courts
- Basketball courts
- Pickleball courts
- An aquatics center
- A youth sports training facility.

While this will provide much desired public athletic amenities, it is also anticipated that this will be an economic development catalyst. It is estimated that this facility will attract 1.2 million new visitors a year, and as such retail and hospitality will be required to support this development.

In addition to these public sports amenities and supporting retail facilities, the City is also designing a 5,000 seat Minor League Baseball Stadium (Stadium) on a 10-12 acres portion of the Site.

The proposed anchor tenant of the Stadium is Rancho Baseball, LLC (Tenant), who currently owns and operates a professional baseball club affiliated with Major League Baseball. The Tenant has expressed its desire to relocate its operations to the City of Ontario, and use the Stadium as its home stadium. The Tenant would activate the stadium for 86 days a year. The remaining days, the Stadium will be programmed by the City.

Staff is seeking City Council authorization to execute the attached Memorandum of Understanding Regarding Baseball Development and Proposed Lease ("MOU") with Rancho Baseball, LLC, and Authorization for the City Manager to Negotiate a Lease Agreement with the Tenant.

MEMORANDUM OF UNDERSTANDING REGARDING BASEBALL DEVELOPMENT AND PROPOSED LEASE

For the mutual benefits provided for herein, this binding Memorandum of Understanding Regarding Baseball Development and Proposed Lease ("Agreement") is made and entered into by and between the **City of Ontario**, (the "City") a California municipal corporation, whose address is 303 E. B Street Ontario, CA 91764, and **Rancho Baseball, LLC** (the "Team"), whose address is 8408 Rochester Avenue Rancho Cucamonga, CA 91730, hereinafter together referenced as the "Parties".

WHEREAS, the City desires to construct a Minor League Baseball stadium that will be home to a professional baseball club affiliated with Major League Baseball; and

WHEREAS, the Team owns and operates a professional baseball club affiliated with Major League Baseball currently known as the Rancho Cucamonga Quakes (the "PDL Club").

WHEREAS, the PDL Club is currently affiliated with the Los Angeles Dodgers; and

WHEREAS, Minor League Baseball teams bring many benefits to host cities including positive economic impact, jobs, community pride, positive publicity throughout the region, and improved quality of life; and

WHEREAS, Minor League Baseball stadiums must meet certain facility standards in order to host a professional baseball club affiliated with Major League Baseball; and

WHEREAS, the Team desires a home stadium that meets such facility standards; and

WHEREAS, the Team has a record of running a successful Minor League Baseball team and providing affordable family fun for fans of all ages; and

WHEREAS, the Team has helped to develop hundreds of future Major League Baseball players;

NOW THEREFORE, the Parties hereto agree as follows:

1. **Purpose.** To agree on the funding, location, construction, and operation of a Minor League Baseball stadium that contains fan and player amenities including features necessary to be compliant with the facility standards that may from time to time be put in place by MLB Professional Development Leagues, LLC ("MLB PDL"). This stadium will feature a Minor League Baseball team owned and operated by the Team as the primary tenant.

    a. The City agrees to fund and construct a state-of-the-art stadium within the to-be-developed sports complex located generally south of East Riverside Drive and between South Vineyard Avenue and South Archibald Avenue in Ontario, California (the "Sports Complex"), with an estimated stadium construction cost up to $95 million with a completion date no later than March 1, 2026 (the "Required Completion Date").

b. Subject to the Team obtaining all necessary approvals of MLB PDL, and the stadium actually being completed by the Required Completion Date, the Team shall relocate the PDL Club to the new stadium starting with the 2026 baseball season.

2. **Expectations:**

a. The stadium must comply with MLB PDL's facility standards and all other applicable rules and regulations of MLB PDL and include:

i. Baseball capacity to not exceed 6,000 fans. This includes permanent seating for approximately 4,000-4,500 (including group areas and premium seating) plus grass berm seating for 500-1,500 fans.
ii. Group entertainment areas
iii. Premium seating suites
iv. Premium seating club area
v. Concessions sales, operations and storage facilities as well as concessions equipment.
vi. Merchandise sales, operations and storage facilities
vii. Press box and media production space and equipment
viii. Parking sufficient for the anticipated capacity of the stadium
ix. Videoboard and other signage facilities suitable for a stadium of this type.
x. Team offices for a minimum of 32 full-time front office staff members
xi. Other features as appropriate for a stadium of this type.
xii. The Team will be the only outdoor professional sports team to be based at a City owned or operated stadium within 3 miles of the Sports Complex.

b. The parties shall work together to determine the design of a stadium that meets all requirements imposed by MLB PDL, is aesthetically pleasing, operationally and economically efficient, technologically friendly, and comfortable and fun for fans and baseball personnel. The Team and City will mutually agree on the specialists and consultants (e.g., planning, architectural, engineering, construction and interior design) to be engaged, and the time frames upon which each specialist and consultant must be engaged, in order to ensure the stadium is designed, constructed, completed and ready for occupancy by the Required Completion Date.

c. In the event that the stadium is not ready for occupancy by the Team by the Required Completion Date, the City acknowledges that the Team will suffer losses and damages which may be impossible or impracticable to calculate. Should the City fail to achieve completion of the stadium by the Required Completion Date, the City shall pay to the Team, as liquidated damages and not as a penalty, the stipulated sum of $ $20,000 per day starting with March 15, 2026. The City and the Team agree that the liquidated damages amount is not a penalty and is a reasonable estimation of actual damages, as of the date of this agreement, based upon the inherent uncertainty and difficulty in calculating and quantifying damages caused by delays in achieving final completion of the stadium. The liquidated damages amounts shall be the exclusive remedy for delay-related damages with respect to the delivery of the stadium, but are not intended to preclude the Team from pursuing claims and causes of action for other damages to the Team resulting from the failures or other defaults of the City under this agreement.

d. Upon execution of the lease, which shall include substantially the terms set forth in subsection (f) below, the Parties agree that the City will have appropriate remedies for the

Team's non-performance or otherwise breach of the lease, which remedies will be set forth in the lease.

e. The City will work with the Team to provide, at no cost to the Team, adequate office space for the business operations of the Team from March 2024 until offices at the new stadium are available for use.

f. The Team and City will sign a lease that will include the following provisions:
    i. 20-year term with an additional two 5-year Team options.
    ii. The Team to have access to use the stadium with scheduling priority for all regular season and playoff baseball game days plus up to 20 non-game day events each year. Team will provide the schedule of games and possible play-off dates no later than December 31st of the prior year. For non-game day events, the team will be granted their desired date upon their request to the City unless that date has been previously scheduled for a City event.
    iii. The Team to have 365-day exclusive access to Team offices, merchandise sales facilities and the home and visiting clubhouses.
    iv. The City to pay for all routine maintenance, repair and capital replacement as part of the Team's payment of base rent.
    v. The Team to reimburse the City for any damages caused to the stadium and facilities by Team employees, associates, representatives.
    vi. The Team shall pay for all furniture, fixtures, and equipment (except for those affixed to the building such as lockers, showers, etc.) in its areas of 365 day access (office, team store and home clubhouse). Additionally, the team shall pay for other furniture, fixtures and equipment (FF&E) in non-365 day access areas if that FF&E is necessary for the Team's events, not affixed to the building and exclusive for the team's use. This section means that baseball equipment non-exclusive to the Team such as the rolling batting cage, baseball field screens, field tarp, etc. will be a City expense. All concessions and catering FF&E will be the responsibility of the City.
    vii. The City to pay for water servicing the stadium, stadium clean-up, and garbage removal within and around the stadium.
    viii. The City to pay for all stadium utilities.
    ix. The City to maintain the stadium, including the playing surface in a first-class condition, and ensure the stadium, playing surface, and equipment remains in compliance with MLB PDL's facility standards.
    x. The City will provide appropriate transportation infrastructure for fans to travel to the stadium including appropriate roadside identification and directional signs leading up to and into the stadium.
    xi. The Team receives all ticket, merchandise, and advertising revenue generated (except noted below in xii, xiii, xiv and xvi) during and connected to its games and events. The Team will select and manage the ticketing vendor.
    xii. The City will operate the parking operation and be responsible for the collection of parking fees (except in some cases the team may sell parking as an "add-on" to a ticket purchase) and traffic direction. The Team will receive 60% of the parking revenue (Gross revenue minus the parking tax, which will be retained by the City) received from city-owned or operated lots within the vicinity of the stadium on game days starting 3 hours before game time until the end of the game. The City will receive 50% of any parking revenues collected by the team. The Team and

City will mutually agree upon the parking fee amount for Team events and agree upon the specific lots to be included.

1. The City's existing Parking Tax shall be collected and remitted to the City, regardless of whether the Team (as an add-on to the ticket) or the City (at public parking facilities) collect parking fees.

xiii. The City and the Team shall collaborate on the sale and marketing of City-led sponsorships and advertising. A regular meeting of City and Team representatives shall occur not less than once per quarter in order to coordinate and leverage the City's and Team's effort.

1. The City shall have the right to sell the stadium title sponsorship, subject to the approval of the Team (such approval not to be unreasonably withheld, conditioned or delayed) and the receipt of all necessary approvals of MLB PDL. Any title sponsorship agreement shall be for a term of no less than 10 years. The City, or its assigned agent, and Team will coordinate on these efforts. The Team will receive 20% of the gross stadium title sponsorship amount (before sales commissions or other expenses, if any). In no case shall the team receive less than $200,000 in total annually. If the sponsor wishes to have access to additional Team advertising inventory or hospitality items, those items may be purchased from the Team at an additional cost to the sponsor. The City will facilitate coordination between the team and sponsors related to this additional Team inventory.
2. The City shall have the right to sell up to four (4) neighborhood/concourse sponsorships at locations that are mutually agreed upon between the Team and City. Sponsors shall be non-exclusive, and subject to the approval of the Team (such approval not to be unreasonably withheld, conditioned or delayed) and the receipt of all necessary approvals of MLB PDL. The Team will receive 50% of the gross neighborhood/concourse sponsorship amount (before sales commissions or other expenses, if any) for the Team to use the sponsored neighborhood names in its communications and game operations. If the sponsor wishes to have access to additional team advertising inventory or hospitality items, those items may be purchased from the team at an additional cost to the sponsor. The City will facilitate coordination between the team and sponsors related to this additional Team inventory.
3. The City shall have 25% of advertising time on the stadium electronic signs (i.e. scoreboard, ribbons) which will run intermittently between the time the gates open until 15 minutes before the scheduled start of the game.

xiv. The City will have the right to manage the stadium concessions in accordance with the provisions of this section. Concessions will mean the serving of food, beverage (including beer, wine & spirits), catering and picnic food packages. The City will ensure that the concessions operation is managed at the highest levels of quality and customer service consistent with the best of minor league baseball. The Team will have the right to approve concessions pricing, and menus used during Team events, and have the right to approve the on-site Concessions Director (such approval not to be unreasonably withheld, conditioned or delayed). The Team will have the right to create concessions related promotions and sell group/company picnic packages at Team approved pricing and consistent with the Minor League Baseball industry. The City will cooperate on such concessions promotions and

packages. The City will pay the Team on a monthly basis an amount equal to 35% of the total net concessions and catering revenue. Net concessions and catering revenue is defined as total concessions revenue minus applicable state and local sales tax. The City will select a concessionaire to run the stadium concessions for three-year periods throughout the lease starting with the first year of the lease. The Team must approve the selection of the concessionaire before the concessionaire is finalized for each three-year period (such approval not to be unreasonably withheld, conditioned or delayed). The Team agrees to approve ASM Global as the concessionaire for the first three-year period of the lease if the City designates ASM Global as their preferred choice as the concessionaire. This automatic pre-approval of ASM Global as the initial concessionaire does not apply if ASM Global sells a controlling interest or is sold in its entirety to another entity.

xv. The City, or its assignee, will have the right to sell non-exclusive pouring or serving rights agreements to in-stadium concessions related sponsors. In-stadium concessions related sponsors is defined as any company that their product will be sold in the stadium as a part of the food and beverage menu. Examples would be beer, soda or hot dog companies. The Team will receive 50% of all gross revenues amount (before sales commissions or other expenses, if any) from in-stadium concessions related sponsorship and pouring/serving rights to be applied toward a mutually agreed upon advertising and hospitality package. If a concessions related sponsor purchases a neighborhood/concourse sponsorship that will count as one of the City's four (4) neighborhood/concourse sponsorships and be subject to the same stipulations.

xvi. Except for the specific items listed above, the team controls the rights to sell and receive all revenue from all other signage as well as digital and stadium advertising inventory.

xvii. The Team to provide and pay for ushers, ticket takers, and box office personnel consistent with Minor League Baseball industry standards. The City will provide and pay for appropriate police, EMT, and security personnel at all events.

xviii. The Team will pay an annual base lease payment of $400,000 per year payable with five equal monthly payments April – August. The annual base rent will increase by $25,000 every five years, including during the team options. In addition, the Team will pay the City $1 for every ticket sold over 225,000 tickets for its baseball events each year. A "sold" ticket will be any sold, traded or comped game ticket.

xix. If at any time the City, county or state imposes a ticket tax or facility charge that the team is required to pay, that tax or facility charge will be credited against the Base Rent.

xx. The City shall have the right to schedule non-Ontario Professional Baseball events at the stadium. If those events are to be held during the baseball season, MLB PDL approval is required and the Team agrees to work with the City in an effort to obtain MLB PDL approval for each event. The City will ensure that the baseball playing field is restored to compliance prior to any Team games. The City will retain concessions rights for all non-Ontario Professional Baseball events. The Team will receive 10% of all net concessions revenue for any non-Ontario Professional Baseball events that occur during the baseball season.

xxi. The Team will be responsible for paying all personnel it employs and other expenses related to its games and events. The City is responsible for paying for all event-related staff for City sponsored events.

xxii. Team will pay all other required taxes and fees, other than concessions, related to the operation of the team's games and events at the stadium.

xxiii. City to consult with Team regarding commercial (retail, restaurant, multi-family housing and other development) at or adjacent to the ballpark site.

xxiv. Team and stadium name to be featured with permanent signage on the City's existing sport complex digital sign on the 60 freeway. Team to receive reader board inventory to promote its events. The amount of inventory to be determined.

xxv. Subject to the prior receipt of all necessary approvals of MLB PDL, the official team name will have "Ontario" included.

3. **MLB Approval**. All agreements and stadium plans related to this project must be reviewed and approved by MLB PDL.

4. **Assignment and successors**. Subject to the prior receipt of all necessary approvals of MLB PDL, either party may assign their interest in this agreement to a successor organization or other entity.

5. **Preparation of Lease Agreements**. This binding agreement states the terms for a lease agreement. Within 60 days of the signing of this agreement, a draft of a full lease document based on the terms in this agreement will be prepared by counsel for the City and submitted to the Team's counsel.

IN WITNESS WHEREOF, the Parties have executed and delivered this Development and Lease Terms Agreement to be effective as of the date the last of the Parties sign this Agreement below.

CITY OF ONTARIO:

City of Ontario, a California municipal corporation

By: _____
Name: Scott Ochoa
Its: City Manager
Date: _____

RANCHO BASEBALL, LLC:

Rancho Baseball, LLC, a WA Limited Liability Company

By: _____
Name: Robert Brett
Its: Chairman
Date: _____

CITY OF ONTARIO *Agenda Report* **August 15, 2023**	**SECTION:** **ADMINISTRATIVE REPORTS/DISCUSSION/ACTION**
Department: Public Works Prepared By: Bonnie Tam Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Bonnie Tam, Daniel P Beers Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 39

SUBJECT: **A DESIGN SERVICES AGREEMENT FOR THE ARCHITECTURAL AND ENGINEERING SERVICES WITH POPULOUS, INC. AND AN AMENDMENT TO THE ON-CALL PROJECT MANAGEMENT SERVICES WITH TILDEN-COIL CONSTRUCTORS, INC. FOR CONSTRUCTION MANAGEMENT MULTI-PRIME SERVICES FOR THE ONTARIO MINOR LEAGUE BASEBALL STADIUM AND PARKING STRUCTURE PROJECT**

RECOMMENDATION: That the City Council take the following actions:

A. Approve and authorize the City Manager or his designee to execute the Design Services Agreement (on file in the Records Management Department) with Populous Inc., of Los Angeles, California, to provide architectural and engineering services for the Ontario Minor League Baseball Stadium and Parking Structure Project for a total not-to-exceed contract amount of $6,787,635; and
B. Approve and authorize the City Manager or his designee to execute Amendment No. 1 to the Professional Services Agreement (on file in the Records Management Department) with Tilden-Coil Constructors, Inc., of Riverside, California, to provide construction management multi-prime services for the Ontario Minor League Baseball Stadium and Parking Structure Project for a total not-to-exceed contract amount of $3,539,000.

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

FISCAL IMPACT: The recommended contract award to Populous, Inc. is for a total not-to-exceed contract amount of $6,787,635. The recommended Amendment for Tilden-Coil Constructors increases the authorized contract amount by $3,189,000, for a new total not-to-exceed contract amount of $3,539,000. The combined total cost of all recommended actions is $10,326,635. The recommended actions would require an increase in appropriations in the Capital Projects Fund that will be included in the next quarterly budget update.

BACKGROUND & ANALYSIS: On June 14, 2023, three (3) proposals were received from the Request for Proposal No. 1665 for D&C23-011 Ontario Minor League Stadium and Parking Structure. The proposals ranged from a low proposal amount of $6,692,000 to a high proposal amount of $6,933,750.

The proposals are summarized below:

Bidder	Location	Amount
MEIS Architects	Santa Monica, CA	$6,692,000
Populous, Inc.	Los Angeles, CA	$6,787,635
DAIQ Architects	Somerville, MA	$6,933,750

A selection team which consisted of City Staff and outside consultants interviewed the proposing firms. Based on credentials, pricing, experience, and favorable reference checks, the interviewers deemed Populous, Inc. located in Los Angeles, California, with a base cost of $6,787,635 as the most responsive. Staff recommends awarding the Design Services Agreement for D&C23-011 Ontario Minor League Stadium and Parking Structure to Populous, Inc.

Additionally, support services will be required during design and construction of the Ontario Minor League Stadium and Parking Structure Project. Tilden-Coil Constructors, Inc. will provide construction management services. The City first contracted with Tilden-Coil Constructors, Inc. in April of 2023 after an extensive Request for Proposal selection process for on-call Project Management Services. On April 4, 2023, the City Council entered into a three-year Professional Services Agreement, with up to two additional consecutive one-year extensions, with five qualified firms for On-Call Project Management Services. Tilden-Coil Constructors, Inc. is one of the five qualified firms that has a total not-to-exceed contract amount of $350,000.

The proposal for construction management multi-prime services from Tilden-Coil Constructors, Inc. for the Ontario Minor League Baseball Stadium and Parking Structure Project is in the not-to-exceed contract amount of $3,539,000. The construction management services will include schematic planning, construction plans, specifications, cost estimates, bidding support, and management oversight for a new stadium and parking structure at the Ontario Sports Complex.